

AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE made this.....day of, Two Thousand and Nineteen [2019]

BETWEEN

ROCHITA TOWERS AND ESTATES PRIVATE LIMITED [PAN – AAACE6318G & CIN – U70101WB1989PTC046290], a Company incorporated under the Companies Act, 1956, having its Registered Office at 43/3, Hazra Road, Police Station & Post Office – Ballygunge, Kolkata – 700019, K.M.C. Ward No. 69, represented by its Director **Mr. Suresh Kumar Agarwal (PAN – ACZPA5498H)**, son of Mr. Ramjee Lal Agarwal, by faith – Hindu, by citizenship – Indian, by occupation – Service, residing at 22A, Buroshibtalla Main Road, Post Office – New Alipore, Police Station – Behala, Kolkata – 700038, K.M.C. Ward No. 118, duly authorized vide its Board Resolution dated....., hereinafter referred to as the **“OWNER/ VENDOR NO. 1”** (which expression shall unless excluded by or repugnant to the context be deemed to mean and include its successors-in-office, successors-in-interest, nominees and permitted assigns) of the **‘FIRST PART’**

AND

AMRITA PROMOTERS PRIVATE LIMITED [PAN – AACCA7488H & CIN – U70101WB1995PTC073526], a Company incorporated under the Companies Act, 1956, having its Registered Office at 75/2A, Hazra Road, Police Station - Rabindra Sarabor (formerly known as Lake), Post Office – Sarat Bose Road, Kolkata – 700029, K.M.C. Ward No. 85, represented by its Director **DEBABRATA BANERJEE [PAN – AEGPB2995B]**, son of Late Kalidas Banerjee, by faith – Hindu, by citizenship – Indian, by occupation – Service, residing at A/4, Chittaranjan Colony, Post Office – Regent Estate, Police Station – Jadavpur, Kolkata – 700092, K.M.C. Ward No. 96, duly authorized vide its Board Resolution dated....., hereinafter referred to as the **“OWNER/ VENDOR NO. 2/DEVELOPER”** (which expression shall unless excluded by or repugnant to the context be deemed to mean and include its successors-in-office, successors-in-interest, nominees and permitted assigns) of the **‘SECOND PART’**

AND

MR./MRS..... (PAN NO.....), (AADHAR NO.....), son of/wife of aged about.....years residing at hereinafter called the **“PURCHASER/ALLOTTEE”** (which expression shall unless repugnant to the context or

meaning thereof be deemed to mean and include his/her heir, executor, administrator, successors in interest and permitted assigns) of the **‘THIRD PART’**

AND

[1] **SRI NARESH KUMAR DE [PAN – ALPPD9460R]**, by faith – Hindu, by citizenship – Indian, by occupation – Business and [2] **SRI SAROJ KUMAR DE [PAN – AIQPD9498M]**, by faith – Hindu, by citizenship – Indian, by occupation – Business, both sons of Late Dilip Kumar De and are Executors to the Estate of Dilip Kumar De and both are residing at 381/F, Panchanantala Road, “Paschim Putiari”, Karunamoyee (Tollygunge), Post Office - Kudghat, Police Station – Haridevpur, Kolkata – 700041, under K.M.C. Ward No. 115, represented by their Constituted Attorneys namely, **MR. SURESH KUMAR AGARWAL [PAN - ACZPA5498H]**, son of Mr. Ramjee Lal Agarwal, by faith – Hindu, by citizenship – Indian, by occupation – Service, residing at 22A, Buroshibtalla Main Road, Post Office – New Alipore, Police Station – Behala, Kolkata – 700038, K.M.C. Ward No. 118, Director of **Rochita Towers and Estates Pvt. Ltd.** and **MR. DEBABRATA BANERJEE [PAN – AEGPB2995B]**, son of Late Kalidas Banerjee, by faith – Hindu, by citizenship – Indian, by occupation – Service, residing at A/4, Chittaranjan Colony, Post Office – Regent Estate, Police Station – Jadavpur, Kolkata – 700092, K.M.C. Ward No. 96, Director of **Amrita Promoters Pvt. Ltd.**, hereinafter jointly referred to as the **“OWNERS/CONFIRMING PARTY NO. 1”** (which expression shall unless excluded by or repugnant to the context be deemed to include their respective heirs, successors, executors, administrators, legal representatives, nominees and assigns) of the **‘FOURTH PART’**

AND

M/S. BELANI HOUSING DEVELOPMENT LIMITED [PAN – AABCB 6728J & CIN – U70101WB1998PLC087440], a Company incorporated under the Companies Act, 1956 and having its registered office at Woodburn Central, 2nd Floor, 5A, Bibhabati Bose Sarani (formerly 5A, Woodburn Park), Police Station –Bhawanipore, Kolkata – 700020, acting through its’ Director, **MR. NANDU K. BELANI [PAN – ADJPB 3418P]**, son of....., by faith – Hindu, by citizenship – Indian, by occupation –, residing at, Post Office –, Police Station –, Kolkata – 700....., K.M.C. Ward No., duly authorized vide its Board Resolution dated....., hereinafter referred to as the **“CONFIRMING PARTY NO. 2 /MORTGAGEE”** (which expression shall, unless repugnant to the context or meaning thereof, mean and include its successors and assigns) of the **‘FIFTH PART’**.

The Owner/Vendor No. 1, the Owner/Vendor No. 2/Developer, the Purchaser/Allottee, the Owners/Confirming Party No. 1 and the Confirming Party No. 2/Mortgagee shall hereafter collectively be referred to as the Parties and individual as a Party.

DEFINITIONS:-

For the purpose of this Agreement for Sale in this context otherwise requires:-

- A) “Act” means the West Bengal Housing Industry Regulation Act, 2017;
- B) “Rules” mean the West Bengal Housing Industry Regulation Rules, 2018 made under the West Bengal Housing Industry Regulation Act, 2017.
- C) “Regulations” means the regulations made under the West Bengal Housing Industry Regulation Act, 2017;
- D) “Section” means a Section of the said Act.

WHEREAS by a Deed of Conveyance dated 3rd April 1995, registered at the office of the Additional Registrar of Assurances-I, Kolkata and recorded in Book No. I, Volume No. 58, Pages 110 to 125, Being No. 2261 for the year 1995, made between Chandra Sekhar De, therein referred to as the Vendor, for the consideration mentioned therein sold, conveyed, transferred, assured and assigned unto the Purchaser therein being Evergreen Properties Private Limited, now known as Rochita Towers and Estates Private Limited, the Owner/Vendor No. 1 herein. The Vendor therein, has thereby transferred all his right, title and interest over and in respect of the land and building and over the common passage in Premises No. 75/2A, Hazra Road, Kolkata – 700029, measuring an area of 1 Cottah 12 Chittacks more or less alongwith easement rights, ingress and egress right to the said land and common passage, more fully described in the Schedule thereunder written, unto and in favour of the Owner/Vendor No. 1 herein.

AND WHEREAS by another Deed of Conveyance dated 19th May 1995, registered at the office of the District Sub-Registrar, Alipore, South 24 Parganas and recorded in Book No. I, Volume No. 23, Pages 423 to 441, Being No. 926 for the year 1995, made between Ashish Kumar De, therein referred to as the Vendor, for the consideration mentioned therein sold, conveyed, transferred, assured and assigned unto the Purchaser therein being Evergreen Properties Private Limited, now known as Rochita Towers and Estates Private Limited, the Owner/Vendor No. 1 herein. The Vendor therein, has thereby transferred all his right, title and interest over and in respect of the land and building and over the common passage in Premises No. 75/2B, Hazra Road, Kolkata – 700029, measuring an area of 4 Cottahs 14 Chittacks 20 Sq. Ft. more or less

alongwith easement rights, ingress and egress right to the said land and common passage, more fully described in the Schedule thereunder written, unto and in favour of the Owner/Vendor No.1 herein.

AND WHEREAS by virtue of the aforesaid purchase the Owner/Vendor No. 1 became absolutely seized and possessed of and/or otherwise well and sufficiently entitled to as co-owner of Premises No. 75/2A, Hazra Road, Kolkata – 700029, measuring an area of 1 Cottah 12 Chittacks more or less alongwith easement rights, ingress and egress right to the said land and common passage and also together with the building standing thereon or on part thereof AND also as an absolute owner of Premises No. 75/2B, Hazra Road, Kolkata – 700029, measuring an area of 4 Cottahs 14 Chittacks 20 Sq. Ft. more or less alongwith easement rights, ingress and egress right to the said land and common passage and also together with the one storied building standing thereon, Both the premises Totaling to an area of 6 Cottahs 10 Chittacks 20 Sq. Ft. more or less alongwith easement rights, ingress and egress right to both the land and common passage, hereinafter referred to as the ‘**said Schedule – I Property**’.

AND WHEREAS by a Deed of Conveyance dated 12th May 1997, registered at the office of the Additional District Sub-Registrar, Alipore, South 24 Parganas and recorded in Book No. I, Volume No. 93, Pages 127 to 142, Being No. 2527 for the year 1997, made between Yotirmoy De, therein referred to as the Vendor, for the consideration mentioned therein sold, conveyed, transferred, assured and assigned unto the Purchaser therein being Amrita Promoters Private Limited, the Owner/Vendor No. 2/Developer herein. The Vendor therein, has thereby transferred all his right, title and interest over and in respect of the undivided one-half share in Premises No.15D, Sevak Baidya Street, Kolkata – 700029, that is, an area of 4 Chittacks of land more or less alongwith easement rights, ingress and egress right to the said land and common passage, more fully described in the Schedule thereunder written, unto and in favour of the Owner/Vendor No.2/Developer herein.

AND WHEREAS by another Deed of Conveyance dated 24th September 1997, registered at the office of the Additional District Sub-Registrar, Alipore, South 24 Parganas and recorded in Book No. I, Volume No. 26, Pages 393 to 410, Being No. 697 for the year 1998, made between Jogesh Chandra De, therein referred to as the Vendor, for the consideration mentioned therein sold, conveyed, transferred, assured and assigned unto the Purchaser therein being Amrita Promoters Private Limited, the Owner/Vendor No.2/Developer herein. The Vendor therein, has thereby transferred all his right, title and interest over and in respect of ALL THAT the demarcated northern side of the Premises No.75/2A, Hazra Road, Kolkata – 700029, measuring 6 Chittacks 31 Sq. Ft. of land more or less, together with a two storied dwelling units standing thereon and alongwith easement rights, ingress and egress right to the said land and common passage, more

fully described in the Schedule thereunder written, unto and in favour of the Owner/Vendor No.2/Developer herein.

AND WHEREAS by virtue of the aforesaid purchase the Owner/Vendor No. 2/Developer herein became absolutely seized and possessed of and/or otherwise well and sufficiently entitled to as co-owner having undivided one-half share in Premises No. 15D, Sevak Baidya Street, Kolkata – 700029, measuring an area of 4 Chittacks of land more or less alongwith easement rights, ingress and egress right to the said land and common passage AND also as co-owner of Premises No.75/2A, Hazra Road, Kolkata – 700029, being the demarcated northern portion with the building standing thereon measuring an area of 6 Chittacks 31 Sq. Ft. of land more or less alongwith easement rights, ingress and egress right to the said land and common passage, Both the premises Totaling to an area of 10 Chittacks 31 Sq. Ft. more or less alongwith easement rights, ingress and egress right to both the land and common passage, hereinafter referred to as the **‘said Schedule – II Property’**.

AND WHEREAS by a registered Deed of Gift dated 1st February 1980, registered in the office of the District Sub-Registrar, Alipore and recorded in Book No. I, Volume No. 20, Pages 149 to 152, Being No. 364 for the year 1980, made between Monmohan De, since deceased, therein referred to as the Donor of the One Part and Sri Dilip Kumar De, therein referred to as the Donee No. 1 and Sri Jogesh Chandra De, therein referred to as the Donee No. 2 of the Other Part, the Donor therein conveyed, transferred and assured as and by way of gift out of natural love and affection unto the Donee No. 1 therein, a portion of Premises No.75/2A, Hazra Road, Kolkata – 700029, measuring 1 Cottah 40 Sq. Ft. more or less of Land, together with a dwelling unit standing thereon being the southern side of the aforesaid land with the easements, amenities and facilities and with the right to use the common passage and underground drainage alongwith the other co-owners of the said land, more fully described in the Schedule ‘Kha’ thereunder written and to the Donee No. 2 therein, a portion of Premises No. 75/2A, Hazra Road, Kolkata – 700029, measuring 6 Chittacks 31 Sq. Ft. more or less of land, together with a dwelling unit standing thereon being the northern side of the said land with the easements, amenities and facilities and with the right to use the common passage and underground drainage alongwith the other co-owners of the said land, more fully described in the Schedule ‘Ka’ thereunder written.

AND WHEREAS by a Deed of Sale dated 29th November 1996, duly registered in the office of the Additional District Sub-Registrar, Alipore, South 24 Parganas and recorded in Book No. I, Volume No. 99, Pages 214 to 223, Being No. 3137 for the year 1996, made between Himangshu Kumar De, son of Late Monmohan De, residing at 656/3A, Napier Town, Jabalpur-482001, Madhya Pradesh, therein referred to as the Vendor of the One Part and Dilip Kumar De, therein referred to as the Purchaser of the Other Part, the Vendor for the consideration therein mentioned conveyed, transferred, granted, sold and assigned unto the Purchaser therein, ALL THAT the

piece and parcel of landed property measuring 4 Chittacks more or less, together with the half portion of the old dilapidated two storied building standing thereon being Municipal Premises No. 15D, Sevak Baidya Street (formerly a portion of 75/2, Hazra Road), Kolkata – 700029, alongwith easement rights, ingress and egress right to the said land and common passage, more fully described in the Schedule thereunder written.

AND WHEREAS by virtue of the aforesaid Sri Dilip Kumar De, became seized and possessed of and/or otherwise well and sufficiently entitled to as co-owner of demarcated portion of an area measuring 1 Cottah 40 Sq. Ft. more or less of land, together with a dwelling unit standing thereon being the southern side of the aforesaid land alongwith the easements, amenities and facilities and with the right to use the common passage and underground drainage alongwith the other co-owners of the said Premises No. 75/2A, Hazra Road, Kolkata – 700029 AND also as co-owner having an undivided portion measuring 4 Chittacks more or less of land in Premises No.15D, Sevak Baidya Street, Kolkata – 700029, alongwith easement rights, ingress and egress right to the said land and common passage, Both the premises Totaling to an area of 1 Cottah 4 Chittacks 40 Sq. Ft. more or less alongwith easement rights, ingress and egress right to both the land and common passage, hereinafter referred to as the ‘**said Schedule – III Property**’.

AND WHEREAS by virtue of the above-mentioned Sale Deeds and the Deed of Gift, the Owner/Vendor No. 1, the Owner/Vendor No.2/Developer and Sri Dilip Kumar De became the absolute joint respective owners with physical possession of **ALL THAT** the piece and parcel of Land totaling admeasuring an area of 8 Cottahs 10 Chittacks 1 Sq. Ft. plus Land admeasuring an area of 1 Cottah 2 Chittacks 39 Sq. Ft. of common passage more or less, Totaling to an area of 9 Cottahs 12 Chittacks 40 Sq. Ft. more or less, being the Municipal Premises Nos. 75/2A & 75/2B, Hazra Road and No.15D, Sevak Baidya Street, Kolkata – 700029 including easement, ingress, egress and common passage, hereinafter for the sake of brevity referred to as the “**said Property**”.

AND WHEREAS said Dilip Kumar De, since deceased, during his lifetime entered into an Agreement dated 12th March 1999 with the Owner/Vendor No. 1 and the Owner/Vendor No.2/Developer herein, for development of the said **Schedule – III Property** as mentioned in the Schedule thereunder written, on the terms and conditions mentioned therein.

AND WHEREAS relying upon the representations of the Owner/Vendor No. 1 and the Owner/Vendor No.2/Developer to the said Dilip Kumar De, since deceased, the parties therein expressed and concurrently consented to enter into a registered Deed of Exchange for the purpose of the amalgamation and mutation of the said property.

AND WHEREAS said Dilip Kumar De died on the 20th day of December 1999, leaving behind his 6 (six) sons namely, [1] Sri Rajendra Kumar De also known as Raju De, [2] Sri Milon Kumar De, [3] Sri Durga Das De, [4] Sri Ranjit Kumar De, [5] Sri Naresh Kumar De and [6] Sri Saroj Kumar De, all resident of 381/F, Panchanantala Road, “Paschim Putiari”, Karunamoyee (Tollygunge), Kolkata – 700041, as beneficiaries of equal shares in respect of his moveable and immovable properties including the **Schedule III Property**. During his lifetime, said Dilip Kumar De made and published his Last Will and Testament dated 9th day of September 1998 appointing Sri Naresh Kumar De and Sri Saroj Kumar De as the Joint Executors to the said Will. The Executors of the said Will said Sri Naresh Kumar De and Sri Saroj Kumar De obtain the Probate from the Hon’ble High Court, Calcutta, in their name.

AND WHEREAS thereafter, the Owner/Vendor No. 1 and the Owner/Vendor No.2/Developer and the said Joint Executors namely, Sri Naresh Kumar De and Saroj Kumar De, the Owners/Confirming Party herein, have mutated, amalgamated and recorded their names with the Kolkata Municipal Corporation and the entire premises being Nos. 75/2A & 75/2B, Hazra Road and 15D, Sevak Baidya Street, Kolkata – 700029, have mutated and amalgamated and the said entire properties renumbered as Premises No. 75/2A, Hazra Road, Police Station – Rabindra Sarabor (formerly known as Lake), Kolkata – 700029.

AND WHEREAS the Owner/Vendor No. 1, the Owner/Vendor No.2/Developer and the Joint Executors namely, Sri Naresh Kumar De and Sri Saroj Kumar De became the absolute joint respective owners with physical possession of **ALL THAT** the piece and parcel of Land totaling admeasuring an area of 9 Cottahs 12 Chittacks 40 Sq. Ft. more or less including easement, ingress, egress and common passage being the Municipal Premises No. 75/2A, Hazra Road, Police Station – Rabindra Sarabor (formerly known as Lake), Kolkata – 700029, together with the structures standing thereof.

AND WHEREAS after that Evergreen Properties Pvt. Ltd. and now Rochita Towers and Estates Pvt. Ltd., the Owner/Vendor No. 1 herein had entered into a Joint Development Agreement dated 12th February 2008 with Amrita Promoters Pvt. Ltd., the Owner/Vendor No.2/Developer herein, for development of the said property as mentioned in the Schedule thereunder written, on the terms and conditions mentioned therein.

AND WHEREAS accordingly, the Owner/Vendor No. 1, the Owner/Vendor No.2/Developer herein jointly entered into a registered Development Agreement with the Sri Naresh Kumar De and Sri Saroj Kumar De, the Joint Executors of Will of Late Dilip Kumar De dated 28.02.2017 on the certain terms and conditions mentioned therein.

AND WHEREAS the Owner/Vendor No. 1, the Owner/Vendor No.2/Developer and the Joint Executors namely, Sri Naresh Kumar De and Sri Saroj Kumar De herein conveyed, transferred and assured by a registered Deed of Gift dated 23.04.2009, duly registered at the Office of the District Sub-Registrar-I, South 24 Parganas and recorded in Book No. I, CD Volume No.7, Pages 299 to 308, Being No. 1407 for the year 2009, for construction of a new building and sanctioned regular alignment line on the southern side to the Kolkata Municipal Corporation in respect of the said property.

AND WHEREAS by way of the above-mentioned Deed of Gift, the Owner/Vendor No. 1, the Owner/Vendor No.2/Developer and the Joint Executors namely, Sri Naresh Kumar De and Sri Saroj Kumar De, became the absolute joint respective owners with physical possession in respect of the balance land out of the said property i.e. **ALL THAT** the piece and parcel of Land admeasuring an area of 8 Cottahs 10 Chittacks 32 Sq. Ft. out of total land area of 9 Cottahs 12 Chittacks 40 Sq. Ft. more or less including easement, ingress, egress and common passage being the Municipal Premises No. 75/2A, Hazra Road, Police Station – Rabindra Sarabor (formerly known as Lake), Kolkata – 700029, together with the structures standing thereon, more fully and particularly described in the **SECOND SCHEDULE** hereunder written and hereinafter for the sake of brevity referred to as the “**said Premises**”.

AND WHEREAS with a view to develop the said Premises, the Owner/Vendor No. 1, the Owner/Vendor No.2/Developer and the Owners/Confirming Party No. 1 had made Plans of a Ground Floor plus Four Storied Building and got it sanctioned from the Kolkata Municipal Corporation, vide Sanction Building Plan being Building Permit No.2018080044 (B-VIII) dated 12.09.2018, for constructing a multi storied building thereon and constructed the building as per Plan, hereinafter referred to as the ‘**said plan**’.

AND WHEREAS the Owner/Vendor No. 1 and the Owner/Vendor No.2/Developer are the respective joint owners of the said Schedule – I and II Property and they mortgaged the said Schedule – I and II Property with Belani Housing Development Limited, the Confirming Party No.2/Mortgagee herein. The Confirming Party No. 2/Mortgagee confirms that the Owner/Vendor No.1 and the Owner/Vendor No.2/Developer can sell the Flats/Units to the interested purchasers and also confirms that it shall issue No Objection Certificate and release charge of the said Flats/Units immediately upon receipt of the entire amount from the purchasers by the Owner/Vendor No. 2/Developer herein.

AND WHEREAS the said Premises is earmarked for the purpose of building a Residential Housing Project/Apartment, comprising of Ground plus Four Storied Flat/Unit Apartment/Building and the said Project/Apartment shall be known as

AND WHEREAS the Owner/Vendor No. 2/Developer is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Owner/Vendor No. 2/Developer regarding the said Premises on which the Project/Apartment/Building is to be constructed has been completed.

AND WHEREAS the Competent Authority, namely the Kolkata Municipal Corporation has already granted the Sanction of the Building Plan being Building Permit No.2018080044 (B-VIII) dated 12.09.2018 and also the permission to commence the said Project/Apartment/Building has been received and is valid for the next five years up till 11.09.2023.

AND WHEREAS the Owner/Vendor No. 2/Developer has obtained the Final Layout, Plan, Sanctioned Plan, Specifications and Approval for the Project/Apartment/Building and also for the multistoried building from Police Authorities, Pollution Authorities, Structural Engineers and the Architect for constructing the Ground plus Four Floors. The Owner/Vendor No. 2/Developer agrees and undertakes that it shall not make any changes to this approved Plan except in strict compliance with Section 14 of the Act and other laws as applicable.

AND WHEREAS the Owner/Vendor No. 2/Developer has registered the Project/Apartment/Building under the provisions of the Act with West Bengal Housing Regulatory Authority at..... on..... vide Registration No.....

AND WHEREAS after inspection of the title of the said property and due diligently cause searches in the Courts/Registration Office and after being satisfied himself in respect of the title of the said Project/Apartment/Building, the Purchaser/Allottee has applied for a Flat/Unit in the said Project/Apartment/Building vide Application No..... dated..... and has been allotted and demarcated Flat/Unit No..... having Carpet Area of.....Sq. Ft., having Super Built-up Area of.....Sq. Ft. and having Built-up Area of.....Sq. Ft., Type - on the..... Floor in the proposed Building namely,along with 1 (one) Covered Car Parking Space to be numbered and allotted in due course admeasuring 120 Sq. Ft. in the Ground Floor of the said Building as permissible under the Municipal Applicable Law and of pro-rata share in the common area as defined under Clause (m) of Section 2 of the Act, collectively hereinafter referred to as the “**said Flat/Unit**” and more particularly described in the **THIRD SCHEDULE** hereunder written as shown in the Plan of the said Floor and Car Parking Plan are annexed hereto and bordered **RED** coloured and marked as **Schedule – ‘A’**.

AND WHEREAS the Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein including the nature of amenities provided.

AND WHEREAS the Apartment/Project/Building is scheduled to be constructed and completed as per Specifications described in the **FIFTH SCHEDULE** hereunder written.

AND WHEREAS under this Agreement for Sale certain expressions shall have the meanings assigned to them as mentioned in the **FIRST SCHEDULE** hereunder written unless contrary to the context, hereinafter referred to as the said “**Definitions**”.

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

AND WHEREAS the Parties relying upon the confirmations, representation and assurance 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.

AND WHEREAS in according with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Owner/Vendor No. 2/Developer hereby agrees to sell and the Purchaser/Allottee hereby agrees to purchase the said Flat/Unit as specified in the above paragraph.

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

1. TERMS:

Subject to the terms and conditions as detailed in this Agreement, the Owner/Vendor No.2/ Developer agrees to sell to the Purchaser/Allottee and the Purchaser/Allottee hereby agrees to purchase the said Flat/Unit as specified in the above-mentioned paragraph.

The total price for the said Flat based on the Super Built-up Area is Rs.....
(Rupees.....) only (Total Price) out of which Rs.....
(Rupees.....) only, for the Flat and Rs.....(Rupees...)
only, for the Car Parking Space as per Break-up description given below:-

(i) Flat No..... @ Rs.....Per Square Feet.

- (ii) Type Floor
- (iii) Total Square Feet of Carpet Area
- (iv) Car Parking No..... (not yet allotted)
- (v) Price of Car Park Rs.....
- (vi) Total Price Payable Rs.....
- (vii) Extra Development Charge Payable Rs.....
- (viii) Total G.S.T. Payable Rs.....

EXPLANATION:

i) The Total Price above includes the booking amount paid by the Purchaser/Allottee to the Owner/Vendor No. 2/Developer towards said Flat/Unit.

ii) The Total Price above includes Taxes (consisting of tax paid or payable by the Owner/Vendor No. 2/Developer by way of GST and Cess or any other similar taxes, which may be levied, in connection with the construction of the said Project/Apartment/Building payable by the Owner/Vendor No. 2/Developer, by whatever name called up to the date of handing over the possession of the said Flat/Unit to the Purchaser/Allottee and the said Project/Apartment/Building to the Association of the Purchaser/Allottees 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/Allottee to the Owner/Vendor No. 2/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 said Project/Apartment/Building as per registration with the Authority, which shall include the extension of registration, if any, granted to the said Project/Apartment/Building by the Authority, as per the Act, the same shall not be charged from the Purchaser/Allottee.

iii) The Owner/Vendor No. 2/Developer shall periodically intimate in writing to the Purchaser/Allottee, the amount payable as stated in (i) above and the Purchaser/Allottee shall make payment within 10 (ten) days from the date of such written intimation. In addition, the Owner/Vendor No. 2/Developer shall provide to the Allottee/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; be it noted that if the Purchaser/Allottee fails to honour the demand notice so issued within the time specified therein,

The Owner/Vendor No. 2/Developer shall become entitled to charge interest on the particular due amount for the period of default @. % per annum.

iv) The Total Price of the said Flat/Unit includes recovery of price of land, construction of [not only the Apartment but also the Common Areas, internal development charges, external development charges, taxes, etc. as mentioned in this Agreement and includes cost for providing all other facilities, amenities and specifications to be provided within the Apartment and the Project/Building.

The Total Price is escalation-free, save and except increases which the Purchaser/Allottee 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 Owner/Vendor No. 2/Developer undertakes and agrees that while raising a demand on the Purchaser/Allottee for increase in development charges, cost/charges imposed by the competent authorities, the Owner/Vendor No. 2/Developer shall enclose the said notification/order/rule/regulation to that effect along with the demand letter being issued to the Purchaser/Allottee, 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 said Project as per registration with the Authority, which shall include the extension of registration, if any, granted to the said Project by the authority as per the Act, the same shall not be charged from the Purchaser/Allottee.

The Purchaser/Allottee shall make the payment as per the Payment Plan, more fully and particularly described in the **FOURTH SCHEDULE** hereunder written (hereinafter referred to as the '**Payment Plan**').

The Owner/Vendor No. 2/Developer may allow, in its sole discretion, a rebate for early payments of installments payable by the Purchaser/Allottee by discounting such early payments @ % per annum for the period by which the respective installment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to the Purchaser/Allottee by the Owner/Vendor No. 2/ Developer.

It is agreed that the Owner/Vendor No. 2/Developer shall not make any additions and alterations in the Sanctioned Plans, Layout Plans and Specifications, other than what is permissible as per applicable law are annexed hereto and marked as **Schedule – 'B'** and the nature of fixtures, fittings and amenities, are annexed hereto and marked as **Schedule – 'C'** (which shall be in conformity with the advertisement, prospectus, etc. on the basis of which sale

is effected) in respect of the apartment, plot or building, as the case may be, without the previous written consent of the Purchaser/Allottee as per the provisions of the Act.

Provided that the Owner/Vendor No. 2/Developer may make such minor additions or alterations as may be required by the Purchaser/Allottee, or such minor changes or alterations as per the provisions of the Act on the payment of extra charges.

The Owner/Vendor No. 2/Developer shall confirm the Final Carpet Area that has been allotted to the Purchaser/Allottee after the construction of the Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the Carpet Area. The total price payable for the Carpet Area shall be recalculated upon confirmation by the Owner/Vendor No. 2/Developer. If there is reduction in the carpet area within the defined limit then the Owner/Vendor No. 2/Developer shall refund the excess money paid by Purchaser/Allottee within 90 (ninety) days with annual interest at the rate prescribed in the Rules from the date when such an excess amount was paid by the Purchaser/Allottee. If there is any increase in the carpet area, which is not more than three percent of the carpet area of the said Flat/Unit, allotted to the Purchaser/Allottee, the Owner/Vendor No. 2/Developer may demand that from the Purchaser/Allottee as per the next milestone of the Payment Plan as provided in the **FOURTH SCHEDULE** herein. All these monetary adjustments shall be made at the same rate per square feet as agreed in above paragraph of this Agreement.

Subject to paragraph 9.3 the Owner/Vendor No. 2/Developer agrees and acknowledges the Purchaser/Allottee shall have the right to the said Flat/Unit as mentioned below:

- (i) The Purchaser/Allottee shall have exclusive ownership of the said Flat/Unit;
- (ii) The Purchaser/Allottee shall also have undivided proportionate share in the Common Areas. Since the share / interest of the Purchaser/Allottee in the Common Areas is undivided and cannot be divided or separated, the Purchaser/Allottee shall use the Common Areas along with other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them. Further, the right of the Allottee/Purchaser to use the Common Areas shall always be subject to the timely payment of maintenance charges and other charges as applicable. It is clarified that the Owner/Vendor No. 2/Developer shall handover the common areas to the Association of the Purchaser/Allottee after duly obtaining the completion certificate from the competent authority as provided in the Act;
- (iii) That the computation of the price of the said Flat/Unit includes recovery of price of land, construction of [not only the Apartment but also] the Common Areas, internal development charges, external development charges, taxes, etc. and includes cost for providing

all other facilities amenities and specifications to be provided within the Apartment and the Project; but excludes the taxes and recurring common area maintenance charges.

(iv) The Purchaser/Allottee has the right to visit the project site to assess the extent of development of the project and his apartment/plot, as the case may be with the permission of the Owner/Vendor No. 2/Developer.

It is made clear by the Owner/Vendor No. 2/Developer and the Purchaser/Allottee agrees that the said Flat/Unit along with One garage/covered parking shall be treated as a single indivisible unit for all purposes. It is agreed that the Project is an independent, self-contained Project covering the said Land and is not a part of any other project or zone and shall not form a part of and/or linked/combined with any other project in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the Purchaser/Allottee. It is clarified that Project's facilities and amenities shall be available only for use and enjoyment of the Purchaser/Allottee of the said Project.

The Owner/Vendor No. 2/Developer agrees to pay all outgoing before transferring the physical possession of the said Flat/Unit to the Purchaser/Allottee, which it has collected from the Purchaser/Allottees, 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 said Project). If the Owner/Vendor No. 2/Developer fails to pay all or any of the outgoings collected by it from the Purchaser/Allottees or any liability, mortgage loan and interest thereon before transferring the said Flat/Unit to the Purchaser/Allottees, the Owner/Vendor No. 2/Developer agrees to be liable ever 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.

The Purchaser/Allottee has paid a sum of Rs.....
(Rupees..... only) as booking amount being part payment towards the Total Price of the said Flat/Unit at the time of application the receipt of which the Owner/Vendor No. 2/Developer hereby acknowledges and the Purchaser/Allottee hereby agrees to pay the remaining price of the said Flat/Unit as prescribed in the Payment Plan **FOURTH SCHEDULE** as may be demanded by the Owner/Vendor No. 2/Developer within the time and in the manner specified therein:

Provided that if the Purchaser/Allottee 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 Owner/Vendor No. 2/Developer abiding by the construction milestones, the Purchaser/Allottee shall make all payments on written demand by the Owner/Vendor No. 2/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..... payable at

3. COMPLIANCE OF LAWS RELATING TO REMITTANCES:

The Purchaser/Allottee, 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/modification(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 Owner/Vendor No. 2/Developer with such permission, approvals which would enable the Owner/Vendor No. 2/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 Allottee understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve of 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.

The Owner/Vendor No. 2/Developer accepts no responsibility in regard to matters specified in paragraph 3.1 above. The Purchaser/Allottee shall keep the Owner/Vendor No.2/Developer fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Purchaser/Allottee subsequent to the signing of this Agreement, it shall be the sole responsibility of the Purchaser/Allottee to intimate the same in writing to the Owner/Vendor No. 2/Developer immediately and comply with necessary formalities if any under the applicable laws. The Owner/Vendor No. 2/Developer shall not be responsible towards any third party making payment/remittances on behalf of any Purchaser/Allottee and such third party shall not have any right in the application/allotment of the said Flat/Unit applied for herein in any way and the Owner/Vendor No. 2/Developer shall be issuing the payment receipts in favour of the Purchaser/Allottee only.

4. ADJUSTMENT/APPROPRIATION OF PAYMENTS:

The Purchaser/Allottee authorizes the Owner/Vendor No. 2/Developer to adjust appropriate all payments made by him/her under any head(s) of dues against lawful outstanding of the Purchaser/Allottee against the said Flat/Unit, if any, in his/her name as the Owner/Vendor No. 2/Developer may in its sole discretion deem fit and the Purchaser/Allottee/Purchaser undertakes not to object/demand/direct the Owner/Vendor No. 2/Developer to adjust his payments in any manner.

5. TIME IS ESSENCE:

Time is of essence for the Promoter/Developer as well as the Purchaser/Allottee/Purchaser. The Owner/Vendor No. 2/Developer shall abide by the time schedule for completing the Project as disclosed at the time of registration of the project with the Authority and towards handing over the said Flat/Unit to the Purchaser/Allottee and the common areas to the association of Purchasers/Allottees or the competent authority, as the case may be.

6. CONSTRUCTION OF THE PROJECT/APARTMENT:

The Purchaser/Allottee has seen the proposed layout plan, specifications, amenities and facilities of the Apartment and accepted the floor plan, payment plan and the specifications amenities and facilities [annexed along with this Agreement] which has been approved by the competent authority, as represented by the Promoter. The Owner/Vendor No. 2/Developer shall develop the Project in accordance with the said layout plans, floor plans and specifications, amenities and facilities, subject to the terms in this Agreement the Owner/Vendor No. 2/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 KMC Building Rules 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 Owner/Vendor No. 2/Developer shall constitute a material breach of the Agreement.

7. POSSESSION OF THE SAID FLAT/UNIT:

Schedule for possession of the said Flat/Unit – The Owner/Vendor No. 2/Developer agrees to deliver possession of the said Flat/Unit to the Purchaser/Allottee and the common areas to the Association of the Purchaser/Allottee within 36 (thirty six) months with a grace period of 6 (six) months from the date of sanction. The Owner/Vendor No. 2/Developer assures to handover possession of the said Flat/Unit along with ready and complete common areas with all

specifications, amenities and facilities of the project in place on (Date of Delivery) unless there is delay or failure due to war, flood, drought, fire, cycle, earthquake or any other calamity caused by nature affecting the regular development of the real estate project (“**Force Majeure**”). If, however, the completion of the said Project is delayed due to the Force Majeure conditions then the Purchaser/Allottee agrees that the Owner/Vendor No.2/Developer shall be entitled to the extension of time for delivery of possession of the Apartment. Provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Purchaser/Allottee agrees and confirms that, in the event it becomes impossible for the Owner/Vendor No. 2/Developer to implement the project due to Force Majeure conditions, the this allotment shall stand terminated and the Owner/Vendor No.2/Developer shall refund to the Purchaser/Allottee the entire amount received by the Owner/Vendor No. 2/Developer from the allotment within 90 (ninety) days from that date. The Owner/Vendor No. 2/Developer shall intimate the Purchaser/Allottee about such termination at least 30 (thirty) days prior to such termination. After refund of the money paid by the Purchaser/Allottee, the Purchaser/Allottee agrees that he/she shall not have any rights, claims, etc. against the Owner/Vendor No.2/Developer and that the Owner/Vendor No. 2/Developer shall be released and discharged from all its obligations and liabilities under this Agreement.

Procedure for taking possession – The Owner/Vendor No. 2/Developer, upon obtaining the occupancy certificate* from the Competent Authority shall offer in writing the possession of the said Flat/Unit to the Purchaser/Allottee in terms of this Agreement to be taken within two months from the date of issue of occupancy certificate. [Provided that, in the in the absence of local law, the conveyance deed in favour of the Purchaser/Allottee shall be carried out by the Owner/Vendor No. 2/Developer within 30 (thirty) days from the date of issue of occupancy certificate]. The Owner/Vendor No. 2/Developer agrees and undertakes to indemnify the Purchaser/Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Owner/Vendor No. 2/Developer. The Purchaser/Allottee, after taking possession, agree(s) to pay the maintenance charges as determined by the Owner/Vendor No. 2/Developer/association of Purchaser/Allottee, as the case may be after the issuance of the completion certificate for the project. The Owner/Vendor No. 2/Developer shall handover the true copy of the occupancy certificate of the apartment/plot, as the case may, to the Purchaser/Allottee at the time of conveyance of the same.

Failure of Purchaser/Allottee to take Possession of the said Flat/Unit – Upon receiving a written intimation from the Owner/Vendor No. 2/Developer as per paragraph 7.2, the Purchaser/Allottee shall take possession of the Apartment from the Owner/Vendor No.2/Developer by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement and the Owner/Vendor No. 2/Developer shall give possession of the said Flat/Unit to the Purchaser/Allottee. In case the Purchaser/Allottee fails to take

possession within the time provided in paragraph 7.2, such Purchaser/Allottee shall continue to be liable to pay maintenance charges as specified in paragraph 7.2.

Possession by the Purchaser/Allottee – After obtaining the occupancy certificate* and handing over physical possession of the said Flat/Unit to the Purchaser/Allottee, it shall be the responsibility of the Owner/Vendor No. 2/Developer to hand over the necessary documents and plans, including common areas, to the association of Purchaser/Allottee or the competent authority, as the case may be, as per the local law:

Provided that, in the absence of any local law, the Owner/Vendor No. 2/Developer shall hand over the necessary documents and plans, including common areas, to the association of Purchaser/Allottee or the competent authority, as the case may be, within thirty days after obtaining the completion certificate.

Cancellation by the Purchaser/Allottee – The Purchaser/Allottee shall have the right to cancel/withdraw his allotment in the Project as provided in the Act:

Provided that where the Purchaser/Allottee proposes to cancel/withdraw from the project without any fault of the Owner/Vendor No. 2/Developer, the Owner/Vendor No. 2/Developer herein is entitled to forfeit the booking amount paid for the allotment. The balance amount of money paid by the Purchaser/Allottee shall be returned by the Owner/Vendor No. 2/Developer to the Purchaser/Allottee within 90 (ninety) days of such cancellation.

8. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER:

The Owner/Vendor No. 2/Developer hereby represents and warrants to the Purchaser/Allottee as follows:-

- (i) The Owner/Vendor No. 2/Developer has absolute, clear and marketable title with respect to the said Premises, the requisite rights to carry out development upon the said Premises and absolute, actual, physical and legal possession of the said Premises for the Project/Apartment/Building;
- (ii) The Owner/Vendor No. 2/Developer has lawful rights and requisite approvals from the Competent Authorities to carry out development of the said Project/Apartment/Building;
- (iii) There are no encumbrances upon the said Premises or the said Project/Apartment/Building;

(iv) All approvals, licenses and permits issued by the competent authorities with respect to the said Project/Building, said Premises and Apartment are valid and subsisting and have been obtained by following due process of law. Further, the Owner/Vendor No. 2/Developer has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, said Premises, Building and Apartment and common areas;

(v) The Owner/Vendor No. 2/Developer has the right to enter into this Agreement and has not committed or omitted to perform any act or thing whereby the right, title and interest of the Purchaser/Allottee created herein, may prejudicially be affected;

(vi) The Owner/Vendor No. 2/Developer has not entered into any agreement for sale and/or development agreement or any other agreement/arrangement with any person or party with respect to the said Flat/Unit including the Project and the said Apartment/Building which will, in any manner, affect the rights of Purchaser/Allottee under this Agreement;

(vii) The Owner/Vendor No. 2/Developer confirms that the Owner/Vendor No. 2/Developer is not restricted in any manner whatsoever from selling the said Flat/Unit to the Purchaser/Allottee in the manner contemplated in this Agreement;

viii) At the time of execution of the Deed of Conveyance the Owner/Vendor No. 2/Developer shall hand over lawful, vacant, peaceful, physical possession of the said Flat/Unit to the Purchaser/Allottee and the common areas to the Association of Purchaser/Allottees or the competent authority, as the case may be;

(ix) The Schedule Property is not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the Schedule Property;

(x) The Owner/Vendor No. 2/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 till the completion certificate has been issued and possession of the Apartment, Plot or Building, as the case may be along with common areas (equipped with all the specifications, amenities and facilities) has been handed over the Purchaser/Allottee and the Association of Purchasers/Allottees or the competent authority, as the case may be.

9. COMPENSATION / EVENTS OF DEFAULTS AND CONSEQUENCES:

The Owner/Vendor No. 2/Developer shall compensate the Purchaser/Allottee in case of any loss caused to him due to defective title of the land, on which the project is being developed

or has been developed, in the manner as provided under the Act and the claim for interest and compensation under this provision shall not be barred by limitation provided under any law for the time being in force;

Except for occurrence of a Force Majeure event, if the Owner/Vendor No. 2/Developer fails to complete or is unable to give possession of the said Flat/Unit (i) in accordance with the terms of this Agreement, duly completed by the date specified in paragraph 7.1, the Owner/Vendor No. 2/Developer shall be liable, on demand to the Purchaser/Allottees, in case the Purchaser/Allottee wishes to withdraw from the said Project without prejudice to any other remedy available, to return the total amount received by him in respect of the said Flat/Unit, with interest at the rate prescribed in the Rules including compensation in the manner as provided under the Act within 90 (ninety) days of it becoming due;

Provided that where if the Purchaser/Allottee does not intend to withdraw from the said Flat/Unit, the Owner/Vendor No. 2/Developer shall pay the Purchaser/Allottee interest at the rate prescribed in the Rules for every month of delay, till the handing over of the possession of the said Flat/Unit, which shall be paid by the Owner/Vendor No. 2/Developer to the Purchaser/Allottee within 90 (ninety) days of it becoming due.

In case of Default by the Owner/Vendor No. 2/Developer under the conditions listed above, Purchaser/Allottee is entitled to the following:-

(i) Stop making further payments to the Owner/Vendor No. 2/Developer as demanded by the Owner/Vendor No. 2/Developer. If the Purchaser/Allottee stops making payments the Owner/Vendor No. 2/Developer shall correct the situation by completing the construction milestone and only thereafter the Purchaser/Allottee be required to make the next payment without any interest; or

(ii) The Purchaser/Allottee shall have the option of terminating the Agreement in which case the Owner/Vendor No. 2/Developer shall be liable to refund the entire money paid by the Purchaser/Allottee under any head whatsoever towards the purchase of the said Flat/Unit along with interest at the rate prescribed in the Rules within 90 (ninety) days of receiving the termination notice;

Provided that where an Purchaser/Allottee does not intend to withdraw from the said Flat/Unit or terminate the Agreement he shall be paid by the Owner/Vendor No. 2/Developer, interest at the rate prescribed in the Rules, for every month of delay till the handing over of the possession of the (said Flat/Unit), which shall be paid by the Owner/Vendor No. 2/Developer to the Purchaser/Allottee within 90 (ninety) days of it becoming due.

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

(i) In case the Purchaser/Allottee fails to make payments for consecutive demands made by the Owner/Vendor No. 2/Developer as per the Payment Plan (Fourth Schedule) written herein, despite having been issued notice in that regard the Purchaser/Allottee shall be liable to pay interest to the Owner/Vendor No. 2/Developer on the unpaid amount at the rate prescribed in the Rules;

(ii) In case of Default by Purchaser/Allottee under the condition listed above continues for a period beyond two consecutive months after notice from the Owner/Vendor No.2/Developer in this regard, the Owner/Vendor No. 2/Developer may cancel the allotment of the said Flat/Unit in favour of the Purchaser/Allottee and refund the money paid to him by the Purchaser/Allottee by deducting the booking amount and the interest liabilities and this Agreement shall thereupon stand terminated;

Provided that the Owner/Vendor No. 2/Developer shall intimate the Purchaser/Allottee about such termination at least 30 (thirty) days prior to such termination.

10. CONVEYANCE OF THE SAID APARTMENT:

The Owner/Vendor No. 2/Developer, on receipt of Total Price of the said Flat/Unit as per paragraph 1.2 under the Agreement from the Purchaser/Allottee, shall at the cost of the Purchaser/Allottee execute a Deed of Conveyance and convey the title of the said Flat/Unit together with proportionate indivisible share in the Common Areas within 3 (three) months from the date of issuance of the occupancy certificate* and the completion certificate, as the case may be, to the Purchaser/Allottee;

Provided that, in the absence of local law, the Deed of Conveyance in favour of the Purchaser/Allottee shall be carried out by the Owner/Vendor No. 2/Developer within 3 (three) months from the date of issue of occupancy certificate. However, in case the Purchaser/Allottee fails to deposit the stamp duty and/or registration charges within the period mentioned in the notice, the Purchaser/Allottee authorizes the Owner/Vendor No. 2/Developer to withhold registration of the Deed of Conveyance in his/her favour till payment of stamp duty and registration charges to the Owner/Vendor No. 2/Developer is made by the Purchaser/Allottee.

11. MAINTENANCE OF THE BUILDING / APARTMENT / PROJECT:

The Owner/Vendor No. 2/Developer shall be responsible to provide and maintain essential services in the said Project/Building till the taking over of the maintenance of the said Project/Building/Apartment by the Association of Purchaser/Allottees upon the issuance of the completion certificate of the said Project/Apartment. The cost of such maintenance for a maximum period of 1 (one) year from the date of Completion Certificate has been included in the Total Price of the said Apartment/Building/Project.

12. DEFECT LIABILITY:

It is agreed that in case any structural defect of the Owner/Vendor No. 2/Developer as per the agreement for sale relating to such development is brought to the notice of the Owner/Vendor No. 2/Developer within a period of 5 (five) years by the Purchaser/Allottee from the date of handing over possession, it shall be the duty of the Owner/Vendor No. 2/Developer to rectify such defects without further charge, within 90 (ninety) days, and in the event of Owner/Vendor No. 2/Developer's failure to rectify such defects within such time, the aggrieved Purchaser/Allottee shall be entitled to receive appropriate compensation in the manner as provided under the Act.

13. RIGHT OF PURCHASER/ALLOTTEE TO USE COMMON AREAS AND FACILITIES SUBJECT TO PAYMENT OF TOTAL MAINTENANCE CHARGES:-

The Purchaser/Allottee hereby agrees to purchase the said Flat/Unit on the specific understanding that is/her right to the use of Common Areas shall be subject to timely payment of total maintenance charges, as determined and thereafter billed by the Maintenance Agency appointed or the Association of Purchasers/Allottees (or the maintenance agency appointed by it) and performance by the Purchaser/Allottee of all his/her obligations in respect of the terms and conditions specified by the maintenance agency or the association of Allottees/Purchasers from time to time.

14. RIGHT TO ENTER THE APARTMENT FOR REPAIRS:

The Owner/Vendor No. 2/Developer / Maintenance Agency/ Association of Purchaser/Allottees shall have rights of unrestricted access of all Common Areas, garages/covered parking and parking spaces for providing necessary maintenance services and the Purchaser/Allottee agrees to permit the association of Purchaser/Allottees and/or maintenance agency to enter into the Apartment/Building 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:

Service Areas: The service areas, if any, as located within the (Project namely), shall be ear-marked for purposes such as parking spaces and services including but not limited to electric sub-station, transfer, DG set rooms, underground water tanks, Pump rooms, maintenance and service rooms, firefighting pumps and equipments etc. and other permitted uses as per sanctioned plans. The Purchaser/Allottee 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 Purchaser/Allottees formed by the Purchaser/Allottees for rendering maintenance services.

16. GENERAL COMPLIANCE WITH RESPECT TO THE APARTMENT:

Subject to paragraph 12 above, the Purchaser/Allottee shall, after taking possession, be solely responsible to maintain the Said Flat/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/Apartment, or the said Flat/Unit, or the staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the said Flat/Unit and keep the said Flat/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.

The Purchaser/Allottee 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 said Building/Apartment or anywhere on the exterior of the said Project/Apartment/Building therein or Common Areas. The Purchaser/Allottees 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/Allottee shall not store any hazardous or combustible goods in the said Flat/Unit or place any heavy material in the common passages or staircase of the Building/Apartment. The Purchaser/Allottee shall also not remove any wall including the outer and load bearing wall of the said Flat/Unit.

The Purchaser/Allottee shall plan and distribute its electrical load in conformity with the electrical systems installed by the Owner/Vendor No. 2/Developer and thereafter the association of Purchaser/Allottees and/or maintenance agency appointed by association of

Purchaser/Allottees. The Purchaser/Allottee shall be responsible for any loss or damages arising out of breach of any of the said conditions.

The Alottee/Purchaser hereby agree that the Alottee/Purchaser shall not :-

- a) Change the nature and character of the said Flat/Unit by shifting or demolishing the interior walls kitchen bath and privy;
- b) Use the said Flat/Unit nor permit the same to be used for any purpose whatsoever other than the purpose for which the same is meant without the prior written consent of the Owner/Vendor No. 2/Developer first had and obtained;
- c) Commit any act which may in any manner cause any nuisance to the Owner/Vendor No.2/Developer and occupiers of the other said flats/units comprised in the said Apartment/Building or neighbourhood nor for any illegal or immoral purposes;
- d) Demolish or caused to be demolished and damage the said Flat/Unit or any part thereof;
- e) Put and/or display any name writing, drawings, signboard, placard of any kind over or on any windows in the interior of the said Flat/Unit so as to be visible from outside the said Flat/Unit nor on the outer walls of the said Flat/Unit or on any part of the said apartment without the consent of the Owner/Vendor No. 2/Developer in writing;
- f) Decorate the exterior of the said Flat/Unit otherwise than in the manner the said Flat/Unit is delivered;
- g) Throw or accumulate any dirt, rubbish or other refuse waste or permit the same to be thrown into lavatories, cisterns, water and soil pipes in the said Flat/Unit or on any portion of the said Apartment/Building;
- h) Claim partition or sub-division of the said Premises, the common parts common facilities and amenities of the said Apartment/Building;
- i) Change the design or look of the grills and windows nor paint and colour the said outer grills windows doors and verandah with any other colour except the colour as recommended by the Owner/Vendor No. 2/Developer to have a better look in the entire apartment and said Premises;

j) Store or allow to be stored any goods articles or things so as to block or permit blocking of the staircase, lobbies, or other common parts and areas of the said Flat/Unit or any portion thereof.

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

The Purchaser/Allottee/Purchaser is entering into this Agreement for the allotment of a Flat/Unit with the full knowledge of all laws, rules, regulations, notifications applicable to the said Project/Apartment in general and this project in particular. That the Purchaser/Allottee/Purchaser hereby undertakes that he/she shall comply with and carry out, from time to time after he/she has taken over for occupation and use the said Flat/Unit, all the requirements, requisitions, demands and repairs which are required by any competent Authority in respect of the said Flat/Unit at his/ her own cost.

18. ADDITIONAL CONSTRUCTIONS:

The Owner/Vendor No. 2/Developer undertakes that it has no right to make additions or to put up additional structure(s) anywhere in the said Project after the building plan, layout plan, sanction plan and specifications, amenities and facilities has been approved by the competent authority(ies) and disclosed, except as approved and sanctioned by the authority as provided in the act as per applicable law.

19. OWNER/VENDOR NO.2 /DEVELOPER SHALL NOT MORTGAGE OR CREATE A CHARGE:

After the Owner/Vendor No. 2/Developer executes this Agreement he shall not mortgage or create a charge on the said Flat/Unit and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Purchaser/Allottee who has taken or agreed to take such said Flat/Unit.

20. BINDING EFFECT:

Forwarding this Agreement to the Purchaser/Allottee by the Owner/Vendor No.2/Developer does not create a binding obligation on the part of the Owner/Vendor No.2/Developer or the Purchaser/Allottee until, firstly, the Purchaser/Allottee 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/Allottee and secondly, appears for registration of the same before the concerned Sub-Registrar (specify the address of the Sub-Registrar), as and when intimated by the Owner/Vendor No. 2/Developer. If the

Purchaser/Allottee(s) fails to execute and deliver to the Owner/Vendor No. 2/Developer this Agreement within 30 (thirty) days from the date of its receipt by the Purchaser/Allottee and/or appear before the Sub-Registrar for its registration as and when intimated by the Owner/Vendor No. 2/Developer, then the Owner/Vendor No. 2/Developer shall serve a notice to the Purchaser/Allottee for rectifying the default, which if not rectified within 30(thirty) days from the date of its receipt by the Purchaser/Allottee, application of the Purchaser/Allottee shall be treated as cancelled and all sums deposited by the Purchaser/Allottee in connection therewith including the booking amount shall be returned to the Purchaser/Allottee without any interest or compensation whatsoever.

21. ENTIRE AGREEMENT:

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

22. RIGHT TO AMEND:

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

23. PROVISIONS OF THIS AGREEMENT APPLICABLE ON PURCHASER/ALLOTTEE/SUBSEQUENT PURCHASER/ALLOTTEES:

It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the said Flat/Unit and the said Project shall equally be applicable to and enforceable against and by any subsequent Purchaser/Allottees of the said flats/units, in case of a transfer, as the said obligations go along with the flats/units for all intents and purposes. The transfer from one Purchaser/Allottee/Purchaser to other Purchaser/Allottee shall be accepted only after payment of 2 % (two percent) of total consideration value by the new Allottee/Purchaser/or Allottee/Purchaser to the Owner/Vendor No. 2 / Developer.

24. WAIVER NOT A LIMITATION TO ENFORCE:

The Owner/Vendor No. 2 / Developer may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement, waive the breach by the Purchaser/Allottee in not making payments as per the Payment Plan [**Fourth Schedule**] including waiving the payment of interest for delayed payment. It is made clear and so agreed by the Purchaser/Allottee that exercise of discretion by the Owner/Vendor No. 2 / Developer in the case of one Purchaser/Allottee shall not be construed to be a precedent and/or binding on the

Owner/Vendor No. 2 / Developer to exercise such discretion in the case of other Purchaser/Allottees.

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

25. SEVERABILITY:

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made 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.

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

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

27. FURTHER ASSURANCES:

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

28. PLACE OF EXECUTION:

The execution of this Agreement shall be completed only upon its execution by the Owner/Vendor No. 2 / Developer through its authorized signatory at the Owner/Vendor No. 2 / Developer's Office, or at some other place, which may be mutually agreed between the Owner/Vendor No. 2 / Developer and the Purchaser/Allottee, in duplicate. After the Agreement

is duly executed by the Purchaser/Allottee and the Owner/Vendor No. 2 / Developer or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar at ARA-II Kolkata. Hence this Agreement shall be deemed to have been executed at Kolkata.

29. NOTICES:

That all notices to be served on the Purchaser/Allottee and the Owner/Vendor No. 2 / Developer as contemplated by this Agreement shall be deemed to have been duly served if sent to the Purchaser/Allottee or the Owner/Vendor No. 2 / Developer by Registered Post at their respective addresses specified below:

- (Name of Purchaser/Allottee)
- (Purchaser/Allottee Address)
- M/s..... (Owner/Vendor No. 2 / Developer name)
- (Owner/Vendor No. 2 / Developer Address)

It shall be the duty of the Purchaser/Allottee and the Owner/Vendor No. 2 / 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 Owner/Vendor No. 2 / Developer or the Purchaser/Allottee, as the case may be.

30. JOINT PURCHASER/ALLOTTEES:

That in case there are Joint Purchaser/Allottees all communications shall be sent by the Owner/Vendor No. 2 / Developer to the Purchaser/Allottee whose name appears first and at the address given by him/her which shall for all intents and purposes to consider as properly served on all the Purchaser/Allottees.

31. SAVINGS:

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

32. GOVERNING LAW:

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

33. DISPUTE RESOLUTION:

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

In case of any dispute or differences arising by and between the parties hereto relating to the said Flat/Unit and/or in any manner touching or concerning this Agreement the same shall be adjudicated by reference to the arbitration of a sole Arbitrator to be nominated by the Owner/Vendor No. 2 / Developer and the award of the Arbitrator shall be final conclusive and binding on the parties. Besides the power and provision provided in the Arbitration & Conciliation Act, 1996 and the modification and/or enactment thereunder for time to time being in forces the said Arbitrator shall also have summary powers and shall be entitled to proceed summarily. The venue of such Arbitration shall be at Kolkata and the language of Arbitration shall be English.

That the Courts of Kolkata shall alone have the jurisdiction to try, entertain and determine all suits and/or proceedings arising out of the instant Agreement between the parties hereto and/or anyone else claiming under them.

Any additional terms and conditions are not in derogation of or inconsistent with the terms and conditions set out in the WBHIRA Act and the Rules and Regulations made thereunder.

34. HOUSE RULES:

The Owner/Vendor No. 2 / Developer and after its formation the Association of persons and if any Holding Organisation has been constituted such Holding Organisation shall be entitled to frame house rules and regulations for the common good and for common purposes and to enforce such Rules & Regulations.

THE FIRST SCHEDULE ABOVE REFERRED TO :**(DEFINITIONS)**

1. In this Indenture words and expression used shall unless they be contrary and/or repugnant to the context have the following meanings:-

COMMON AREAS shall mean all the common areas, facilities, amenities, erections, constructions and installations comprised in the said Premises and/or the Building and expressed or intended by the Owner/Vendor No. 2/Developer at their absolute discretion for common use and enjoyment of the unit holders as specified under the **SIXTH SCHEDULE** hereunder written but shall not include the open car parking spaces or such spaces which are capable of being used for the parking of cars which the Owner/Vendor No. 2/Developer may use or permit to be used for parking cars and all other open and covered spaces at the said Premises and the Owner/Vendor No. 2/Developer shall have the absolute right to deal with the same to which the Purchaser hereby consents.

COMMON EXPENSES shall include all expenses to be incurred by or on behalf of the Flat Holders for the maintenance and upkeep of the said Building and the said Premises and/or expenses for the common purposes as may be allocated by the Owner/Vendor No. 2/Developer and upon its formation by the Holding Organisation, including those specified under the **EIGHTH SCHEDULE** hereto.

COMMON PURPOSES shall mean and include the purposes of managing and maintaining the said Building or the Premises and in particular the common areas, collections and disbursement of the common expenses and dealing with the matters of common interest of the Flat Holders and relating to their mutual right and obligations for the most beneficial use and enjoyment of their respective units exclusively and the common areas in common.

HOLDING ORGANIZATION shall mean the service agency if any appointed by the Owner/Vendor No. 2/Developer for collecting recurring maintenance and service charges on proportionate basis and electricity charges on the basis of construction and to carry out the upkeep and maintenance including maintenance of the common areas of the said Building Complex and/or the Association of the Flat Holders upon its formation.

LAND shall mean the land comprised in the said Premises described under the **SECOND SCHEDULE** hereto.

BUILDING/S shall mean the new Building to be known as “.....
.....” which shall also include the further blocks or floors to be constructed or added at or in respect of the said Premises and other saleable areas, both open and covered and car parking

spaces and also comprising of various utilities and service areas and common parts and portions to be developed and/or constructed by the Owner/Vendor No. 2/Developer at the said Premises.

PLAN shall mean the plan sanctioned by the Kolkata Municipal Corporation pertaining to the said Premises including any modification and/or alteration and/or revision and/or amendment and also any regularization thereof as aforesaid.

10.8 **PROPORTIONATE OR PROPORTIONATELY** shall mean the proportion or ratio which any particular Built-up Area of any Flat or Unit bears to the total Super Built-up Area with reference to the common parts, portions, service and maintenance area or facilities and benefits and the land comprised at the said Premises.

RESTRICTIONS / HOUSE RULES & OTHER OBLIGATIONS shall mean and include those set out under the **SEVENTH SCHEDULE** hereunder which shall be observed and performed by the Purchaser and/or Flat Holders after possession as the covenants running with the said Premises.

SAID PREMISES shall mean ALL THAT the Premises No. 75/2A, Hazra Road, Kolkata – 700029, admeasuring 8 Cottahs 10 Chittacks 32 Sq. Ft. out of total land area of 9 Cottahs 12 Chittacks 40 Sq. Ft. more or less situated within Ward No. 85, P.S. Rabindra Sarabor, described under the **SECOND SCHEDULE** hereunder written.

SAID FLAT/UNIT shall mean **ALL THAT** the Unit No..... admeasuring Sq. Ft. Carpet Area and Sq. Ft. (Super Built-up Area) (be the same a little more or less) on theFloor of the said Building at the said Premises, more specifically described under the **THIRD SCHEDULE** hereunder written and it is expressly agreed by and between the parties hereto that the determination of the Super Built-up is conclusive and binding on the Purchaser.

CARPET AREA with reference to any Flat or Unit shall mean the living area devoid of the thickness of walls and also excluding any area open to the sky.

SUPER BUILT-UP AREA shall mean the Built-up Area of any Unit together with thickness of the outer walls provided that in case of the wall being shared with any adjacent unit 50% thereof further together with proportionate undivided share of the area comprised in all the common areas parts and portions and it is expressly agreed by and between the parties hereto that the determination of the Super Built-up Area of any unit by the Architect shall be conclusive and binding on the parties.

PURCHASER shall mean and include his/her/each of their respective/its successors-in- interest and/or assigns.

FLAT/UNIT shall mean the part or portion of the Building as is capable of being held, used, occupied, possessed, transferred and/or enjoyed independently.

FLAT HOLDER shall mean any person or party entitled to use, enjoy, occupy, possess any unit or units for the time being with the incidents of transfer whether formal instrument or transfer has been executed and/or registered or not and includes the Purchaser(s).

MASCULINE shall include the Feminine and vice-versa;

SINGULAR shall include the Plural and vice-versa, as per the context.

THE SECOND SCHEDULE ABOVE REFERRED TO:

(Said Premises)

ALL THAT the piece and parcel of Land admeasuring an area of 8 Cottahs 10 Chittacks 32 Sq. Ft. out of total land area of 9 Cottahs 12 Chittacks 40 Sq. Ft. more or less including easement, ingress, egress and common passage being the Municipal Premises No. 75/2A, Hazra Road, Police Station – Rabindra Sarabor (formerly known as Lake), Kolkata – 700029, K.M.C. Ward No. 85, together with multi storied building constructed thereon namely,
butted and bounded in the following, that is to say:-

ON THE NORTH : Hazra Road;

ON THE EAST : Partly by Premises No. 75/1, Hazra Road, Partly by Premises No. 17, Sevak Baidya Street and Partly by Premises No. 16/A, Sevak Baidya Street;

ON THE SOUTH : Common Passage leading to Sevak Baidya Street; and

ON THE WEST : Partly by Premises No. 75/3B, Hazra Road, Partly by Premises No. 75/3A, Hazra Road and Partly by Premises No. 15/C, Sevak Baidya Street.

OR HOWSOEVER OTHERWISE THE SAME IS BUTTED BOUNDED KNOWN AND NUMBERED

THE THIRD SCHEDULE ABOVE REFERRED TO:

(Said Flat/Unit)

ALL THAT the Flat No..... admeasuring.....Sq. Ft. Super Built-up (Plan of Floor annexed), having Built-up Area ofSq. Ft. and having a Carpet Area (as per HIRA Act) ofSq. Ft. and Balcony Area of Sq. Ft. on the.....Floor of the said Building together with 1 (One) Car Parking Space at the Ground Floor on the said Premises being No. 75/2A, Hazra Road, Police Station – Rabindra Sarabor (formerly known as Lake), Kolkata – 700029, K.M.C. Ward No. 85 as shown in the Plan of the said Floor and Car Parking Plan are annexed hereto and bordered **RED** coloured and marked as **Schedule – ‘A’** (which premises is more specifically described under the **FIRST SCHEDULE** hereinabove written) TOGETHER WITH undivided proportionate share in the land and common areas.

THE FOURTH SCHEDULE ABOVE REFERRED TO:

(Payment Plan)

10% of Total Consideration Amount	::	On Booking / Allotment.
10% of Total Consideration Amount	::	On Agreement.
10% of Total Consideration Amount	::	On 1 st Casting.
10% of Total Consideration Amount	::	On 2 nd Casting.
10% of Total Consideration Amount	::	On 3 rd Casting.
10% of Total Consideration Amount	::	On 4 th Casting.
10% of Total Consideration Amount	::	On 5 th Casting.
10% of Total Consideration Amount	::	On Brickwork.
10% of Total Consideration Amount	::	On Inside Plaster.
10% of Total Consideration Amount	::	On Possession.

THE FIFTH SCHEDULE ABOVE REFERRED TO:

(Specification)

1. **Foundation/Structure** : RCC Pipe Foundation / Super Structure with first class Brickwork.
2. **Living and Dining Area** : **Floor** – Marble / Vitrified Tile as per Architect Specification.
- Wall & Ceiling** – Plaster of Paris.
- Window** – Aluminium.
- Door Frame (Main Door and Internal Door)** – Sal Wood / Engineered Frame.
- Door Shutter & Main Door** – Teak Wood Shutter.
- Door Shutter & Internal Door** – Flush Door Shutter.
- Electrical Items** – Modular Type Switches : Legrand, Schneider or equivalent. AC Point, TV Point, Cable Connection Point, Phone and Intercom Connection Point.
3. **Bedroom Area** : **Floor** – Vitrified Tile / Wooden Flooring as per Architect Specification.
- Wall & Ceiling** – Plaster of Paris.
- Window** – Aluminium.
- Door Frame** – Sal Wood / Engineered Frame.
- Door Shutter** – Flush Door Shutter.
- Electrical Items** – Modular Type Switches : Legrand, Schneider or equivalent. AC Point, TV Point, Cable Connection Point, Phone and Intercom Connection Point.
4. **Kitchen** : **Floor** – Anti Skid Vitrified Tile.
- Wall & Ceiling** – Dado Tile upto 2 Feet above Kitchen Counter, Rest Wall and Ceiling with Plaster of Paris.
- Window** – Aluminium.
- Door Frame** – Sal Wood / Engineered Frame.
- Door Shutter** – Flush Door Shutter.
- Electrical Items** – Modular Type Switches : Legrand, Schneider or equivalent. 6A/16A, Power Point to be provided for Refrigerator, Chimney, Induction, Water Purifier, Additional 2 Numbers.
- Sink** – SS Sink with Drain Board.
- C.P. Fitting** – Hot and Cold Line for Kitchen Sink. Sink Mixer in Kitchen Sink. Brands : Jaquar or equivalent.

- Counter Top** – Granite Topping with Black Stone vertical support.
5. **Toilet** : **Floor** – Anti Skid Vitrified Tile.
- Wall Dado** – Glazed Tile / Glass Mosaic Tile upto 7 Feet height.
- Wall & Ceiling** – Plaster of Paris.
- Window** – Aluminium.
- Door Frame** – Sal Wood / Engineered Frame.
- Door Shutter** – Flush Door Shutter.
- Sanitary Ware** – Wall Hung EWC with Concealed Cistern, Counter Sunk Wash Basin. Brands : Jaquar or equivalent.
- C.P. Fitting** – Single Lever Basin Mixer, Single Lever Diverter, Health Faucet. Brands : Jaquar or equivalent.
- Plumbing Line** – Hot and Cold Line in.
- Geyser** – Point shall be provided only.
- Electrical** – Modular Type Switches : Legrand, Schneider or equivalent.
- Exhaust Fan** – Point shall be provided only.
6. **Water** : Continuous Water supply through Reservoir, Deep Tubewell and Corporation Water.
7. **Toilet** : Servants Toilet in the Ground Floor.
8. **Lift** : 2 (two) automated good quality Lifts with adequate capacity as per sanction.
9. **Generator** : Stand by Generator.
10. **Entrance and Lobby** : Elegant Decorative Lobby.
11. **Intercom** : Flat to Lobby for security.
12. **Terrace & Surroundings** : Beautification / Landscaping.

THE SIXTH SCHEDULE ABOVE REFERRED TO:

(Common Areas)

1. The Foundation, Columns, Beams, Supports Corridors, Lobbies, Stairs, Stairways, Landings Entrances Exists and Pathways Ramp Driveways;
2. Lifts, Lift Pits, Lift Plant Installation, Lift Machine Room;
3. Common Passage and Lobby on Ground Floor excepting Car Parking Area, if any;
4. Tubewell, if any;
5. Water Pump, Water Tank, Water Pipes and other Common Plumbing Installation;
6. Transformer if any, Electric Wiring, Motor and Fittings;
7. Drainage and Sewers including Main Holes, Septic Tank, etc.;
8. Pump House;
9. Fire System Water Tank;
10. Letter Boxes;
11. Boundary Walls and Main Gates;
12. Intercom Systems;
13. Portion of the Roof comprising of Overhead Water Reservoir and Lift Machine Room;
14. Water Filtration Plant at an additional cost to be shared by all the Purchasers of the flats proportionately pro-rata;
15. Generator, if any at an additional cost to be shared by all the Purchaser of the flats proportionately pro-rata;
16. Such other Common Parts Areas Equipments Installations Fixtures Fittings Covered and Open Space in or about the said Premises and/or the Building as are necessary for passage to or use and occupancy of the Flats/units and as are specified but excluding the other open and/or covered areas or space which can always be used or allowed to be used by the Owner/Vendor No.2/Developer for different purposes;

17. The Owner/Vendor No.2/Developer shall be entitled to retain a separated portion of the ultimate roof for putting up V-Sat Tower, hoardings, neon-signs and allow third parties to use or occupy the same for similar purposes such portion of the Roof shall not be treated as Common and the Purchaser consent to the same. The Rest of the ultimate Roof shall be common.

THE SEVENTH SCHEDULE ABOVE REFERRED TO :
(RESTRICTIONS/HOUSE RULES)

1. As from the date of possession of the Said Flat/Unit, the Purchaser agrees and covenants:-

(i) To co-operate with the Owner/Vendor No.2/Developer and/or Association in the management and maintenance of the said Building;

(ii) To observe the rules or regulations as may be framed from time to time by the Owner/Vendor No.2/Developer and/or Association in respect of the Said Building;

(iii) To allow the authorized representatives of the Owner/Vendor No.2/Developer and/or Association with or without workmen to enter into the Said Flat/Unit for the purpose of maintenance and repairs;

(iv) To pay the charges of the electricity and other utilities in or relating to the Said Flat/Unit wholly for the Said Flat/Unit and proportionately in relating to the common parts;

(v) Not to sub-divide the Said Flat/Unit and/or the Car Parking Space, if allotted, or any portion thereof;

(vi) Not to throw or accumulate or cause or permit to be thrown or accumulated any dirt, rubbish or other refuse within the Said Flat/Unit or in the said Building and /or compound or in any portion of the said Building or in the Common Parts save at the places indicated therefor;

(vii) Not to keep or store and/or allow to be kept or stored any offensive combustible obnoxious hazardous or dangerous article in the Said Flat/Unit or in the common areas and not to block any common areas and not to block any common area of the said Building in any manner;

(viii) Not to keep any heavy article or thing, operate any machine as is likely to endanger the structure of the said building or damage the floor or roof or outer walls of any Flat/Unit;

- (ix) Not to hang from or attach to the beams or rafters any articles or machinery which are heavy or likely to affect or endanger or damage the stability of the building or any part thereof;
- (x) Not to fix or install air-conditioner/s in the Said Flat/Unit save and except at the place/ s which have specified in the Said Flat/Unit for the same;
- (xi) Not to do or cause anything to be done in or around the Said Flat/Unit which may cause or tend to cause or tantamount to cause or affect any damage to the Said Flat/Unit or to the flooring or ceiling of the Said Flat/Unit or any other portion over or below the Said Flat/Unit or adjacent to the Said Flat/Unit in any manner and not to interfere with the use and rights and enjoyment of any open spaces, passages or amenities available for common use;
- (xii) Not to damage or demolish or cause to be damaged or demolished the Said Flat/Unit or any part thereof or the fittings and fixtures affixed thereto;
- (xiii) Not to permit closing of the verandah or balconies or lobbies and common parts and also not to permit any alterations in the elevation and outside colour scheme of the exposed walls of the verandah, lounge or any external walls or both the faces of the external doors and windows including the grills of the Said Flat/Unit;
- (xiv) Not to fix grills in the verandah and/or windows which are not as per the designs suggested or approved by the Architect;
- (xv) Not to fix or install any antenna on the roof of the said Building or any window antenna;
- (xvi) Not to make in the Said Flat/Unit any structural additions and/or alterations such as beams columns, partitions, walls, etc. or improvements of a permanent nature except with the prior approval in writing of the concerned authority;
- (xvii) Not to use the Said Flat/Unit or permit the same to be used for any purpose whatsoever other than for residential purposes and not to use the same for any purpose which may or is likely to cause any disadvantage discomfort nuisance or inconvenience to the other users and occupiers of the said Premises and the neighboring premises and shall not use the Said Flat/Unit for any illegal or immoral purposes or as an office, a boarding house, club house, health center, nursing home, amusement or entertainment center, eating or catering place, dispensary, dance classes or tutorial centers, clinic, gymnasium godown or as a meeting place or for any manufacturing or industrial activity;

(xviii) Not to use the car parking space, if any allotted to the Unit Holders, or permit the same to be used for any other purpose whatsoever other than for the parking of the Unit Holders' own car and not to raise or put up any kutchra or pucca construction, grilled wall, enclosures thereon or part thereon and to keep the same always open and not to permit any person to stay / dwell there or store any articles therein;

(xix) Not to park or allow its car or two wheeler etc. nor allow its visitors to do so to park or to be parked in the pathway or in the open spaces of the said Building or at any other place except at the space, if any, allotted to him/her/they/it, it being clarified that in case the Purchaser have been allotted with any open or covered car park, if any, such parking space shall be used for parking of a single vehicle and not multiple vehicle or combination of vehicles such a four wheeler with a two-wheeler etc.;

(xx) To use only those common areas as are mentioned in the **SIXTH SCHEDULE** hereto, for ingress and egress to the Said Flat/Unit, in common with the other occupiers of the said Building and the Purchaser shall have no right on any other portion and/or space in the said Building and/or the Said Building or Complex.

(xxi) To at all times keep the interior walls, fittings, fixtures, appurtenances, floor, ceiling, etc. of the Said Flat/Unit in perfect condition and repair so as not to cause any damage to the building or any other space or accommodation thereon and keep the other occupiers of the said Building indemnified from and against the consequences of any damage arising therefrom;

(xxii) Not to put or affix any sign-board, glow sign, name plate or other things or other similar articles in any of the common areas or outside walls of the Said Flat/Unit and/or Building save at the place and in the manner expressly permitted in writing by the Owner/Vendor No.2/Developer or the Holding Organization;

(xxiii) Not to obstruct or object to the Owner/Vendor No.2/Developer/Holding Organization doing or permitting any one to do any construction, alteration or work in the said Premises and/or the Building;

(xxiv) Not to affix or draw any wires, cables, pipes, etc., from and to or through any of the common areas or other Flats;

(xxv) The Purchaser shall have only the proportionate right and interest in the common parts of the building (save those reserved unto the Owner/Vendor No.2/Developer) and shall not do any act deed or thing which may in any way prevent and/or restrict the rights and liberties of the Owner/Vendor No.2/Developer;

(xxvi) To regularly and punctually pay and discharge to the Owner/Vendor No. 2/Developer or the Association or the concerned statutory semi government body as the case may be all rates taxes maintenance charges common expenses impositions and all other outgoing in respect of the Said Flat/Unit and the rights and properties appurtenant thereto and also proportionately for the common areas and/or portions as described under the **SIXTH SCHEDULE** hereunder written in advance within the 7th day of every month according to the English Calendar. Such amount shall be deemed to be due and payable on and from the date of possession whether actual possession of the Said Flat/Unit has been taken or not by the Purchaser;

(xxvii) The proportionate rate payable by the Purchaser for the common expenses shall be decided by the Owner/Vendor No.2/Developer and/or Holding Organisation and/or Association from time to time and the Purchaser shall be liable to pay the same. Further, the statement of account of the apportionment of charges as prepared by them shall be conclusive and final. The Purchaser shall not be entitled to dispute or question the same;

(xxviii) So long as each Flat/Unit in the building is not separately assessed and mutated, the Purchaser shall from the deemed date of possession, whichever be earlier, be liable to pay the proportionate share of all the rates and taxes assessed on the entirety of the said Premises, such proportion to be determined by the Owner/Vendor No.2/Developer on the basis of the area of the Said Flat/Unit;

(xxviii) After taking delivery of the Said Flat/Unit, the Purchaser shall take steps to have the Said Flat/Unit separately assessed and mutated. The Purchaser shall be liable and responsible for all the costs and consequences of non-observance of this clause;

(xxix) In case the Purchaser defaults or delays in making payment of all the aforesaid expenses, then the Owner/Vendor No.2/Developer / Holding Organisation and/or the Association shall also be entitled to withhold all utilities and facilities to the Purchaser and/or the Said Flat/Unit, including electricity, water supply and/or other services, during the time that the Purchaser is in default. In addition, the Said Flat/Unit shall be deemed to be charged in favour of the Owner/Vendor No.2/Developer or the Holding Organisation or the Association as the case may be, for all such amounts falling due together with interest;

(xxx) In case the Owner/Vendor No.2/Developer or the Holding Organisation and/or Association condones the default of the Purchaser, then and in such event, the Purchaser shall along with such dues and/or arrears, pay compensation for the loss and/or damages suffered by the Owner/Vendor No.2/Developer or the Holding Organisation or the Association and also

interest at the rate of 2% (two percent) per month for the period of default on all amounts remaining unpaid together with reconnection charges;

(xxxi) Not to constitute or attempt to constitute any break-away Holding Organisation or Association and/or gathering other than the validly constituted Holding Organisation or Association.

THE EIGHTH SCHEDULE ABOVE REFERRED TO :

(Common Expenses)

1. The costs and expenses of maintaining, redecorating and renewing, etc. of the main structure, the roof, gutters and water pipes and for all purposes drains and electric cables and wires, fixtures fittings and equipment, in under or upon the said Building and enjoyed or used by the Purchaser in common with other occupiers or serving more than one flat in the said Building, main entrance, landing and stair cases of the said Building and enjoyed by the Purchaser or used by him/her/them/it in common as aforesaid and the boundary walls of the building, compounds, terrace on 4th floor level, lifts, pumps, reservoir, fire system, electrical and other installations.
2. The cost of cleaning and lighting the main entrance, passage, landings, stair cases and other parts of the said Building so enjoyed and used by the Purchaser in common as aforesaid and keeping the adjoining spaces in good and repaired conditions.
3. The cost of salaries of janitors/ officers, clerks, bill collectors, liftman, chowkidars, sweepers, caretakers, plumber, security guards, gardeners, electricians, etc..
4. Maintaining and operating the Lifts.
5. Providing and arranging for the emptying receptacles for rubbish.
6. Paying all rates taxes duties charges assessments and outgoing whatsoever (whether central state or local) assessed charged or imposed upon or payable in respect of the said Building or any part thereof excepting in so far as the same are responsibility of the individual owners/ occupiers of any Flat/Unit.
7. Abating any nuisance and executing such works as may be necessary for complying with any notice served by a local authority in connection with the development or any part thereof so far as the same is not the liability of or attributable to the flat of any individual Purchaser of any flat.

8. Generally managing and administering the development and protecting the amenities in the said Building and for that purpose employing any contractor and enforcing or attempting to enforce the observance of the covenants on the part of any occupants of any of the units.

9. Keeping the private road and/or passage in good repair and clean and tidy and edged where necessary and clearing the private road when necessary.

10. Paying a fair proportion of the cost of clearing repairing instating any drains and sewers forming part of the said Premises.

11. Complying with the requirements and directions of any competent authority and with the provisions of all statutes and all regulations orders and bye-laws made thereunder relating to the said Building excepting those which are responsibility of any other occupier or purchaser of any flat/unit.

12. The proper maintenance renewal and insurance of equipments as the Owner/Vendor No.2/Developer/Holding Organisation/Association may from time to time consider necessary for the carrying out of the acts and things mentioned in this Schedule.

13. All such other expenses and outgoing as are deemed by the Owner/Vendor No.2/Developer / Holding Organisation/Association to be necessary for an incidental thereto.

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

SIGNED AND DELIVERED

by the **OWNER/VENDOR NO.1** at Kolkata

in the presence of:

SIGNED AND DELIVERED

by the **OWNER/VENDOR NO.2/DEVELOPER**

at Kolkata in the presence of:

SIGNED AND DELIVERED

by the **PURCHASER/ALLOTTEE** at Kolkata

in the presence of:

SIGNED AND DELIVERED

by the **OWNER/CONFIRMING PARTY NO. 1**

at Kolkata in the presence of:

SIGNED AND DELIVERED

by the **CONFIRMING PARTY NO. 2/MORTGAGEE**

at Kolkata in the presence of:

Drafted by:

Advocate

MEMO OF CONSIDERATION

RECEIVED by the within-named Owner/Vendor No. 2/Developer from the within-named Purchaser the total sum of Rs..... (Rupees.....) only of the lawful money of the Union of India being the part payment and/or advance consideration money paid by cheques from time to time as recorded below:-

OWNER/VENDOR NO.2/DEVELOPER

Witnesses: