

AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE made on this day of January,2021;

BETWEEN

1. PARTIES :

1.1) SRI PRASANTA KUMAR BHATTACHARYA son of Late Gagan Chandra Bhattacharya, by religion Hindu, by nationality Indian, occupation unemployed and residing at 180, Sri Aurobindo Sarani, P.O.- Shyambazar, P.S.-Burtolla, Kolkata-700004;

1.2) SMT. PURABI CHAKRABORTY (BHATTACHARYA) wife of Late Prashanta Chakraborty, daughter of Late Gagan Chandra Bhattacharya by religion Hindu, by nationality Indian, by occupation un employed and residing at 13, Bipra Das Street, P.S.- Narkeldanga, P.O.- Parsibagan, Kolkata- 700009;

1.3) SMT. NIVEDITA CHAKRAVARTY (BHATTACHARYA) wife of sri. Bhaskar Chakravarti and daughter of Late Gagan Chandra Bhattacharya by religion Hindu, by nationality Indian and residing at CB - 149, sector -1, Saltlake, P.S.- Bidhannagar (North), P.O.- Bidhannagar C. C. Block, Kolkata- 700064;

represented by constituted General Power of Attorney Holder

(A) SRI ROHIT KUMAR PATRA, (PAN NO. BPJPP8634L) son of Late Ratan Kumar Patra, by religion-Hindu, by nationality-Indian, residing at P-40/1, Scheme - VIIM, Block-1, P.O.- Kankurgachi, P.S. Maniktala, Kolkata- 700054;

AND

(B) SRI KRISHNENDU ROY CHOWDHURY, (PAN NO. ADITR4830L) son of Late Mihir Kumar Chowdhury, by religion - Hindu, Nationality-

Indian, residing at Flat no. 8, 1ST Floor of premises no 242/1B, A.P.C road, P.O- Shyambazar, P.S- Burtolla,Kolkata-700004;

Both Directors of **M/s. RRM NIRMAN PRIVATE LIMITED, (PAN NO. AAHCR3941D)** a Private limited company having its registered office situated at P-40/1, Scheme- VIIM, Block-1, P.O. Kankurgachi, P.S. Manicktala, Kolkata- 700054, in the State of West Bengal hereinafter collectively referred to as the “**VENDOR/FIRST PARTY/THE OWNERS**” (which expression unless excluded by or repugnant to the subject or context shall be deemed to mean and include their respective heirs, executors, successors, administrators, legal representatives and assigns) **OF THE ONE PART.**

AND

1.4) M/S. RRM NIRMAN PRIVATE LIMITED, (PAN NO. AAHCR3941D) a Private limited company having its registered office situated at P-40/1, Scheme- VIIM, P.O.- Kankurgachi, P.S.- Manicktala, Kolkata- 700054, represented by its Directors Namely **(1) SRI ROHIT KUMAR PATRA, (PAN NO. BPJPP8634L)** son of Late Ratan Kumar Patra by religion-Hindu, by nationality- Indian, residing at P-40/1, Scheme - VIIM, Block-1, P.O.- Kankurgachi, P.S. Maniktala, Kolkata- 700054 **AND (2) SRI KRISHNENDU ROY CHOWDHURY, (PAN NO. ADITR4830L)** son of Late Mihir Kumar

Chowdhury, by religion- Hindu, Nationality- Indian, residing at Flat no. 8, 1ST Floor of premises no 242/1B, A.P.C road, P.O- Shyambazar, P.S- Burtolla, Kolkata-700004 hereinafter referred to as **“THE DEVELOPER”** (which expression unless excluded by or repugnant to the subject or context shall be deemed to mean and include their respective heirs, executors, successors, administrators, legal representatives and assigns) **OF THE SECOND PART.**

AND

1.5) (1)

_____ **AND** (2)

hereinafter referred to as **“THE PURCHASER”** (which expression unless excluded by or repugnant to the subject or context shall be deemed to mean and include their respective heirs, executors, successors, administrators, legal representatives and assigns) **OF THE THIRD PART.**

2. RECITAL OF THE PROPERTY :

2.1) WHEREAS the confirming parties are the absolute owners in respect of ALL THAT piece and parcel of landed property measuring an area of 7 (seven) cottah, 7 (seven) chittack and 3 (three) square feet, a little more or less, having a two storied building structure standing thereupon at plot No. 7 of the surplus lands of Kolkata Improvement Scheme No. VM formed out of old Premises No. 242/1/1 and 242/2, Upper Circular Road, presently known as K.M.C. Premises No. 180, Sri Aurobindo Sarani, within the purview of the Kolkata Municipal Corporation, under ward No. 15, being Assessee No. 11-015-20-0023-6, under the jurisdiction of Burtolla Police Station, Kolkata 700004 (for the sake of brevity hereinafter referred to as the “said property” and morefully described in the schedule-A hereunder written) which they have got by virtue of inheritance and/or succession.

2.2) AND WHEREAS as the confirming party/First part are desirous to develop the said property by causing one building to be constructed on the said property consisting of various self contained residential flats/units/shop rooms, etc. with other sellable spaces.

2.3) AND WHEREAS for the purpose of development of the said property by construction of new building , in accordance with the plan and specification as may be approved by The Kolkata Municipal Corporation, the First part/owners appointed the developer/Second part for the purpose of undertaking the development of the said property.

2.4) AND WHEREAS the vendor herein being the Developer undertakes to construct of a multi storied building upon the said property at its own cost

strictly in accordance with the building plan and the confirming parties/ Second part have agreed to and accepted the proposal of the First part and accordingly entered into a registered Development Agreement dated 28.08.15, which was duly registered at the office of the Assistant Registrar of Assurances-11, Kolkata and incorporated in the Book No.1, Volume No. 1902-2015 pages from 120834 to 120875 being No. 9395 for the year 2015 for construction of multi storied building upon the said property, with the certain terms and conditions as described therein.

3. POWER OF THE DEVELOPER:

AND WHEREAS in terms of the said agreement dated 28.08.15 the Owners the confirming Parties herein, executed a registered power of Attorney in favour of the Developers, the Vendor herein, duly registered at the office of the Assistant Registrar of Assurances-III, Kolkata and incorporated in Book No. IV, volume no. 1903-2015, Pages from 89286 to 89319, being No. 190306713 for the year 2015 and authorized them to sale the Developers allocation of the proposed multi storied building with certain other terms and conditions as mentioned therein.

NOW THIS AGREEMENT WITNESSES, RECORDS, BINDS, AND GOVERNS THE CONTRACTUAL RELATIONSHIP BETWEEN THE PARTIES AS FOLLOWS:-

4. SUBJECT MATTER QF AGREEMENT:

Transfer of Said Flat And Appurtenances: Terms and conditions for transfer of:

4.1.1 **Said Flat: ALL THAT** the residential flat/covered space **being No:** _____ in _____ side of _____ **Floor** of the Said Building, named **“Northern Ville”** at plot No. 7 of the surplus lands of Kolkata Improvement Scheme No. VM formed out of old Premises No. 242/1/1 and 242/2, Upper Circular Road, presently known as K.M.C. Premises No. 180, Sri Aurobindo Sarani, within the purview of the Kolkata Municipal Corporation, under ward No. 15 having a Saleable Area of _____ **square feet**, more or less, delineated on the Map annexed hereto, marked “____” and bordered “GEEN” thereon.

4.1.2 **Land Share:** Subject to the acceptance of conditions precedent below, undivided/impartiable, proportionate and variable share in the land underneath the said building, comprising a part of the Said Premises, as be attributable and appurtenant of the Said Flat (Land Share), Taking into consideration the proportion, which the built up area of the Said Flat bears to the built up area of the Said Building, derive the Land Share is/shall.

4.1.3 **Right to use the Common Portions:** Right to use the Common areas, amenities and facilities of the Said Building. It is clarified that the common portion of the Said Building shall always be and remain subject to change and modification, as be deemed fit and necessary

by the Developer/Owners, to accommodate its future plans regarding the Said Building and the Purchaser hereby accepts the same and shall not, under any circumstances, raise any objection hindrance thereto, the Said Building, described in the Third Schedule below.

4.1.5 The Said Flat, The Land Share In Common Portions and the easement right over the Specified Common Portions collectively called the said Flat and Appurtenances.

5. **Background:**

5.1. The Purchaser have examined the title of the Owners, the Plans, all antecedent documents and papers relating to the rights and titles of the Owners/the Developer, including the right of the Owners/the Developer to enter Into this Agreement and the extent of the rights being granted in favour of the Purchasers and are acquainted with, fully aware of and thoroughly satisfied themselves about the same before entering into this Agreement. The Purchasers shall not raise any objection with regard thereto or any changes or amendments that the Owners/Developer may make therein (within the provisions of relevant Laws and Rules) or make any requisition concerning, the same.

- 5.2. The owners are well seized and possessed of and well and sufficiently entitled to the said Premises, free from all encumbrances and the Owners are in peaceful possession thereof.
- 5.3. With the intention of developing and commercially exploiting inter alia the Said Premises by constructing the Said Building thereon and selling the flats/spaces therein (collectively Flats), the Owners has building plans relating to the Said Premises.
- 5.4. The Owners have allowed the Developer by way of giving proper development rights to develop the Said Premises by registered Development Agreement dated 28.08.15, which was duly registered at the office of the Assistant Registrar of Assurances-II, Kolkata and incorporated in the Book No.1, Volume No. 1902-2015 pages from 120834 to 120875 being No. 9395 for the year 2015 for construction of multi storied building upon the said property, with the certain terms and conditions as described therein.
- 5.5. The Developer formulated a scheme for sale of the flats in the Said Building to prospective purchasers (Intending Purchasers).
- 5.6. The Purchaser has applied to the Developer for purchase of the Said Flat and Appurtenances and the Developer has allotted the same to

the Purchaser conditional upon the Purchaser entering into this agreement.

5.7. Pursuant to the aforesaid application made by the Purchaser and the allotment made by the Developer, this agreement is being entered into between Parties for recording the conclusive and comprehensive terms and conditions for sale of the Said Flat and Appurtenances by the Developer to the Purchaser superseding all previous documents and understandings.

5.8. The Developer shall keep the title deeds in respect of the Premises, as are in its possession, in its safe custody or in the custody of any person or persons as the Developer may, in its absolute discretion, think fit and proper. The Developer shall at the cost of the Purchasers, arrange for inspection thereof and allow the Purchasers to take copies and/or extracts there from as be required by the Purchasers and shall also, at the like request and cost arrange for production of the same before such authorities as the Purchasers may reasonably require.

6. TOTAL PRICE PAYMENT AND EXTRAS:

6.1 The Consideration for transfer for the Said Flat and Appurtenances is
Rs _____ **(Rupees XXXXXXXXXX only)**, plus

applicable GST as under the Law (5 % at present ; subject to change under government norms)

6.2 **Payment of Total Price:** The Total Price shall be paid by the Purchaser in the manner mentioned in the chart below, time being the essence of contract. The Purchaser agrees and covenants not to claim any right or possession over and in respect of the Said Flat and Appurtenances till such time the Purchaser has paid the entirety of the Total Price and the Extras and all other amounts agreed to be paid or deposited under this Agreement

(PAYMENT SCHEDULE)

PAYMENT DESCRIPTION	PAYMENT PERCENTAGE
Booking (on or before execution of agreement)	30 %
On Foundation of Building	10 %
On 1 st Floor Roof Casting	10%
On 2 nd Floor Roof Casting	10%
On 3 rd Floor Roof Casting	10%
On 4 th Floor Roof Casting	10%
On Brick Work of said Flat	10%
On Flooring of said Flat	5 %

On Possession of said Flat	5%
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6.3. **Notice for Payment:** On happening of each event mentioned in Clause 6.2 above, the Developer will give written notice (by registered with A/d post to the Purchaser, at the registered address of the Purchaser as supplied by the Purchaser) to the Purchaser (**Payment Notice**) quantifying the amount payable by the Purchaser. Within 15 (fifteen) days of the receiving date of the Payment Notice, the Purchaser shall (unconditionally, without demur and without raising any dispute about service/ receipt of the Payment Notice), pay the amount quantified in the Payment Notice, failing which the Purchaser shall be deemed to be in default and the consequences mentioned in Clause 14.1 shall follow. The Purchaser covenants that the Purchaser shall regularly and punctually make payment of the instalments of the Total Price in the manner mentioned in the chart above and this Agreement is and shall be deemed to be sufficient notice to the Purchaser about the obligation to make payment. Timely payment of the Total Price and the Extras shall be the essence of the contract. If payments are made by negotiable instruments, the same shall be made payable at Kolkata and favoring “ **RRM NIRMAN PRIVATE LIMITED, (PAN NO. AAHCR3941D)** ” or such name as may be notified.

6.4 **EXTRAS** in addition, to the Total Price, The Purchaser shall also pay to the Developer, as and when demanded by the Developer, the following amounts (collectively Extras), Proportionately or wholly as the case may be towards:

6.4.1. Security deposit and all other billed charges of the supply agency for providing electricity meter/sub-meter to the Said Flat, at actual.

6.4.2. An amount equivalent to 12 (Twelve) months Maintenance Charges calculated at the rate of Rs.1.50/- (Rupee One and Paisa Fifty only) per square feet per month as Security Deposit (interest free) towards maintenance of the Said Building, on or before the handing over of possession of the Said Flat to the Purchasers. Beside this the Purchasers shall be obliged to pay Maintenance Charges, on monthly basis to the Developers, till the maintenance of the Said Building is handed over to the Flat Owners Association or an agency.

6.4.3. Proportionate share of the estimated Municipality Tax, Tax assessment charges and other levies related to the Premises comprised in the Said Building for a period of 6 (Six) months/

on or before handing over the possession of the Said Flat to the Purchasers.

- 6.4.4. Works Contract Tax, Value Added Tax or any other tax and imposition, if any, levied by the State Government, Central Government or any other authority or body on the Owners, from time to time.
- 6.4.5. Obtaining and providing water and sewerage connection to the Said Building, from the Municipal, if any.
- 6.4.6. Cost and charges, if any Incurred, for forming the Association for the Common Purposes.
- 6.4.7. Betterment or other levies that may be charged, imposed by any government authorities or statutory bodies on the Premises or the Said Flat and Appurtenances or its transfer or construction in terms hereof.
- 6.4.8. The Purchasers shall also pay wholly the Fees of the Advocates for preparing Sale Agreements, which shall be Rs.20,000/- (Rupees Twenty Thousand) only payable on or before the execution of this Agreement as Legal charges.

- 6.4.9. Increased cost of the Developer due to any variation or extra work that mentioned in the FORTH SCHEDULE (Schedule D) hereto.
- 6.4.10. Any increase and/or escalation in the cost of construction due to circumstances of Force Majeure, Proportionately.
- 6.4.11. The Purchasers shall at their cost, wholly in case it relates to the Said Flat or any part thereof and proportionately, in case it relates to all the Flats in the Said Building and/or the Common Portions, make all alterations and/or additions as be required to be made by the Municipality or other statutory bodies and similarly pay all fees and/or penalties required to be paid in respect thereof.
- 6.4.12. Cost of preparation and registering the Sale Deed including stamp duty, registration fees and miscellaneous expenses for all documents to be executed in pursuance hereof.
- 6.4.13. The Purchasers shall, within 15 (Fifteen) days of demand from the Developer or before the Date Of Possession, whichever be earlier, deposit with the Advocate the amount estimated by them towards the costs mentioned in clause 6.4.12, immediately preceding after such deposit, the Developer shall proceed for the clearance certificate, if any, required for the

parties will be completed on completion of the sale and the Conveyance within 3 (Three) months thereafter. The purchaser can make conveyance by his own advocate, the deed to be prepared by developers advocate

6.4.14. All amounts mentioned in clause 6.4.1 to 6.4.13, hereinabove shall be paid by the Purchasers before the Date of Possession or within 15 (Fifteen) days of demand by the Developer, whichever be earlier. In case the exact liability on any head cannot be quantified, then the payment shall be made according to the Developer' reasonable estimation SUBJECT TO subsequent accounting and settlement within a reasonable period.

7. CONSTRUCTION AND COMPLETION OF SALE:

7.1 The Developer will construct the Said Flat as a decent and respectable flat of residential accommodation in the manner mentioned In the **SCHEDULE - E** hereto by 31.12.2022 and the Common Portions in the manner mentioned in the **SCHEDULE - D** hereto by 31.12.2022.

7.2 The Developer shall **SUBJECT TO**. the provision of clause 7.3 herein, complete the sale and/or Conveyance of, the Said Flat and Appurtenances in favour of the Purchasers, within 3 (Three) months from the Date Of Possession of the Said Flat **BUT NEVERTHELESS**

the Purchasers shall pay the last instalments of the payments of the Price mentioned in Clause 6 and all cost and deposits mentioned in and hereto at or before the Date of Possession **PROVIDED HOWEVER** simultaneously with the delivery of possession of the Said Flat to the Purchasers, the possession of the Said Flat and Appurtenances shall be deemed to have been delivered to the Purchasers and this sale thereof shall be deemed to have been completed on that date.

7.3 On the date of Possession, the Purchaser shall be deemed to be completely satisfied with all aspects of the Said Flat And Appurtenances, including the Saleable area of the Said Flat and after the Date of Possession, the Purchasers shall not raise any objection or claim of any nature whatsoever regarding the quality of material used, workmanship, completion of the Said Flat and verification of the measurement of the Said Flat.

7.4 Upon construction of the Said Flat, the Developer shall give notice thereof to the Purchasers, who shall, within 15 (Fifteen) days of service of the said notice, take possession of the Said Flat, after making the payment of all amounts due and payable towards the Net Price and other amounts and deposits payable hereunder and fulfilling all covenants stipulated hereunder.

- 7.5 The decision of the Architect regarding quality, workmanship and variations shall be final and binding upon the Parties. The Purchaser hereby consents to the variations, modifications or alterations as may be recommended by the Architect and hereby further agrees not to raise any objection to the Developer or the Architect making such variations modifications or alterations.
- 7.6 The purchaser shall not do any act, deed or thing to obstruct the construction work or development work of the said Flat and Appurtenances and or said building in any way whatsoever manner.
- 7.7 The Purchasers shall not, at any time, claim partition of the Undivided Impartible Proportionate Variable share in the Premises comprised in the said Complex and/or the Common Portions.
- 7.8 **SUBJECT TO** the provisions contained in these presents **AND SUBJECT TO** the provision of law for the time being in force, the Purchasers shall be entitled to the exclusive Ownership, possession and enjoyment of the Said Flat and Appurtenances and the same shall be liable and transferable as other immovable properties.
- 7.9 In case the Purchasers divests themselves of their rights in the Said Flat and Appurtenances, then such transfer shall be accompanied by the transfer of all share or interest the Purchasers may have in the Said Complex, the Said Premises and the Association and such

transfer shall be **SUBJECT TO** the condition that the transferee shall become the proportionate share-holder and/or Owners of the said flat and/or member of the Association and abide by all the covenants and pay all amounts payable by the Purchasers hereunder and such transferee shall also have all the rights as the Purchasers may have hereunder. Moreover, any transfer shall not be in any manner inconsistent herewith and the covenants herein shall run with the Said Flat and The Rights and Properties Appurtenant Thereto.

8. **MUTATIONS, TAXES AND IMPOSITIONS:**

- 8.1 The Developer shall, after the transfer being completed in terms hereof, for and on behalf of the Purchasers, apply for and have the Said Flat separately assessed for the purpose of assessment of municipal rates and taxes.
- 8.2 Until such time as the Said Flat be not separately assessed and/or mutated in respect of any tax or imposition, the Purchasers shall bear and pay the proportionate share of the rates and taxes.
- 8.3 Upon the mutation of the Said Flat in the name of the Purchasers for the purpose of liability of any tax or imposition, the Purchasers shall pay wholly such tax or imposition, in respect of the Said Flat and proportionately in respect of the Common Portions.

- 8.4 Apart from the amount of such taxes and impositions, the Purchasers shall be liable to pay the penalty, interest, costs, charges and expenses for and in respect of such taxes or impositions, proportionately or wholly, as the case may be.
- 8.5 All taxes, impositions and outgoings, including penalties, costs, charges and expenses, in respect of the Said Premises and the Said Complex, accruing till the Date Of Possession of the Said Flat shall be paid, borne and discharged by the Owners / Developer exclusively and those accruing for the period thereafter shall be paid, borne and discharged by the Purchased wholly; in case the same relates exclusively to the Said Flat and proportionately, in case the same relates to the Said Premises and the Said Complex.
- 8.6 The terms "Taxes" and "Imposition" referred to in the above sub-clause of clause 8.5 immediately proceeding shall include Premises Revenue, Municipality/Local Civic Body Rates and Taxes, Surcharge, Multistoried Building Tax, Urban Premises Tax, Betterment Fees, Water Tax, etc. and/or taxes of similar nature and/or any other taxes and levies relating to the said Premises comprised in the said Complex and/or the Said Flat and Appurtenances, as may be imposed from time to time.

**9. PAYMENTS AND DEPOSITS TOWARDS TAXES AND IMPOSITIONS
AND THE COMMON EXPENSES:**

- 9.1 The Deposits and payments to be made by the Purchasers in terms hereof, including, those mentioned hereinabove shall be made by the Purchasers within 8 (Eight) days of the Developer's or the Association's (Upon its formation) leaving its bill for the same in the Said Flat and/or at the above or last notified address of the Purchasers.
- 9.2 The Purchasers shall regularly and punctually pay the proportionate share of the Common Expenses on the dates and in the manner elsewhere contained herein.
- 9.3 It is clarified that, out of the payments and deposits mentioned hereinabove, in case there be any deficit, the Purchasers, shall pay further amounts and in case there be any excess, the same shall be refunded to the Purchasers or adjusted with the future payments by the Purchasers to the Developer and upon its formation/ to the Association at the Developer's and/or the Association's discretion.

10. PURCHASERS COVENANTS:

10.1 The Purchasers shall; at their own costs and expenses, do the following:

10.1.1 Keep the Said Flat and every part thereof and all fixtures and fittings therein or exclusive thereto properly painted and in good repairs and in a neat and clean condition and as a decent and respectable place.

10.1.2 Use the Said Flat and all Common Portions carefully, peacefully and quietly and only for the purpose for which it is meant,

10.1.3 Use all paths, passages, and staircases (save those reserved hereunder by the Developer or the Association, upon its formation) for the purpose of ingress and egress and for no other purposes whatsoever, unless permitted by the Developer or the Association, upon its formation, in writing.

10.1.4 Use and affix grills as specified by the Owners.

10.1.5 Cooperate in the management and maintenance of the said Building and/or said Complex by the Developer or The Association or The Facility Manager,

- 10.1.6 Be obliged to draw all electric lines, wires, any type of cables to the said flat only through the ducts and pipes provided therefore, ensuring that no inconvenience is caused to the other Flat Owners.
- 10.1.7 Use the Said Flat for residential purpose only if the said flat is sold as residential flat and Use the Said Flat for Commercial purpose only if the said flat is sold as commercial flat or other non-residential flat. Under no circumstances shall the Purchaser use or allow the Said Flat to be used for such other purpose for which it has not been sold or characterised while being sold to the Purchaser.
- 10.1.8 If the Purchaser lets out or sells the Said Flat and Appurtenances, the Purchaser shall immediately notify the Developer /the Facility Manager/the Association of the tenant's/transferee's address and telephone number.

10.2 The Purchasers shall NOT do the following:

- 10.2.1 Obstruct the Developer or the Association in their acts, relating to the Common Purposes.
- 10.2.2 Violate any of the rules and/or regulations laid down for the Common Purposes and for the user of the Common Portions.

- 10.2.3 Injure, harm or damage the Common Portions or any other Flats in the Said Building by making any alterations or withdrawing any support or otherwise.
- 10.2.4 Alter any portion, elevation or colour scheme of the Said Building.
- 10.2.5 Throw or accumulate or cause to be thrown or accumulated any dust, rubbish or other refuses in the Common Portions SAVE at the places indicated therefore.
- 10.2.6 Place or cause to be placed any article or object in the Common Portions.
- 10.2.7 Carry on or cause to be carried on any obnoxious or Injurious activity in or through the Said Flat or the Common Portions.
- 10.2.8 Do or permit anything to be done which is likely to cause nuisance or annoyance to the occupants of the other Flats in the Said Building and/or the adjoining building or buildings.
- 10.2.9 Use or allow the Said Flat or any part thereof to be used for any club, meeting, conference hall, nursing home, hospital, boarding house, catering place, restaurant or other public purpose without the written consent of the Developer /Association.

- 10.2.10 Put up or affix any sign board, name plate or other things or other similar articles in the Common Portions or outside walls of the Said Complex and/or outside walls of the Said Flat **SAVE** at the place or places provided therefore or approved in writing by the Developer or the Association **PROVIDED THAT** this shall not prevent the Purchasers from displaying a decent name plate outside the main door of the Said Flat.
- 10.2.11 Obstruct or object to the Developer using, allowing others to use, transferring or making any construction on any part of the Premises and/or the Said Building **SAVE** the Said Flat.
- 10.2.12 Obstruct the Developer in selling or granting rights to any person on any part of the Premises and/or the Said Building (excepting in the Said Flat).
- 10.2.13 Keep or store any offensive, combustible, obnoxious, hazardous or dangerous articles in the Said Flat.
- 10.2.14 Allow or keep any lunatic or any person suffering from any virulent, dangerous, obnoxious or infectious disease in the Said Flat.
- 10.2.15 Keep any domestic animal or pet **SAVE** in the manner permitted in writing by the Developer or the Association or the Panchayat /Local Civic Body and other authorities.

- 10.2.16 Affix or draw any wire, cable, pipe from to or through any Common Portions or outside walls of the New Building or other Flats **SAVE** in the manner indicated by the Developer or the Association.
- 10.2.17 Keep any heavy, articles or things, which are likely to damage the floors or operate any machine **SAVE** usual home appliances.
- 10.2.18 Install or keep or run any generator so as to cause nuisance to the occupants of the other portions of the Said Building.
- 10.2.19 Install any air-conditioner except according to the specifications of the Developer and on obtaining prior written permission of the Developer.
- 10.2.20 Affix or change windows or grills other than according to the approved specifications of the Developer and on obtaining prior written permission of the Developer.
- 10.2.21 Change the colour scheme of the windows and grills of the Said Flat other than according to the specifications of the Developer and on obtaining prior written permission of the Developer.

11. POSSESSION:

- 11.1 The Purchasers agree and covenant not to claim any right of possession over and in respect of the Said Flat and Appurtenances,

till such time the Purchasers have paid the entirety of the Price and have also paid or deposited all other amounts agreed to be paid or deposited under this Agreement.

11.2 Upon construction of the Said Flat, the Developer shall give notice thereof to the Purchasers, who shall, within 15 (Fifteen) days of service of the said notice, take possession of the Said Flat, after making the payment of all amounts due and payable towards the Net Price and other amounts and deposits payable hereunder and fulfilling all covenants stipulated hereunder.

11.3 The Purchasers shall, unless they take possession earlier, be deemed to have taken possession of the Said Flat on the Date of Possession/ i.e. on the 15th (Fifteenth) day of the service of the said notice, irrespective of when they take actual physical possession. And it is further clarified that the Purchasers shall be liable to pay the Common Maintenance Charges to the agency mentioned hereinafter from the said Date of Possession.

11.4 It shall not be obligatory for the Developer to complete the Common Portions in all respects before giving Possession notice to the Purchasers and the said flat shall be deemed to have been completed in all regards if the same is made fit for habitation as per the Specifications, more fully mentioned in the Schedule - E herein. The

decision of the Architect in this regard shall be final and binding to the Purchasers.

11.5 On the date of Possession, the Purchaser shall be deemed to be completely satisfied with all aspects of the Said Flat And Appurtenances, including the built up area of the Said Flat and after the Date of Possession, the Purchasers shall not raise any objection or claim of any nature whatsoever regarding the quality of material used, workmanship, completion of the Said Flat and verification of the measurement of the Said Flat.

11.6 The possession of the aforementioned flat will be given to the purchaser by the seller in a habitable condition and after finishing of the same as per the schedule mentioned herein below on or after December 2022. In case of any exigencies there will be a extension of six months from the date of December 2022.

12. MANAGEMENT, MAINTENANCE AND COMMON ENJOYMENT :

12.1 All the Common Portions and the utilities meant for the common purposes and usages at the Said Building (excluding the amenities and facilities comprised in the Said Club) shall be managed and maintained by the Association and until such Association is formed by all the flat-owners in the said Complex/ the Developer shall

maintain the common portions and utilities at the said Complex through own team and/or by any professional commercial facility management organization (Facility Manager), In this regard, it is clarified that (1) the Facility -Manager shall operate, manage and render specified day to day services with regard to the Common Portions, (2) the Facility Manager shall levy and collect the Common Expenses/Maintenance Charges, (3) the Purchasers shall be bound to pay the Common Expenses/Maintenance Charges to the Facility Manager, (4) the Facility Manager may be replaced by the consent of 80% (eighty percent) or more of the residents of the Said Complex.

12.2 The Facility Manager for the better usages and management and up keeping of the Common Portions and utilities may time to time formulate such rules and regulations in future, which shall be observed by the Purchasers without raising any objections whatsoever.

12.3 The Purchasers shall allow the Facility Manager/Association and its workmen to enter into Said Flat for completion and repairing of the Common Portions and utilities and for the other Common Purposes.

- 12.4 The Purchasers shall pay and bear the Common Expenses and other outgoings in respect of the common portions and facilities in the New Buildings and/or the Said Building, proportionately and the Said Flat, wholly.
- 12.5 The Purchasers shall pay to the said Developer and/or Facility Management Organization (Facility Manager), as Common Expenses, a fixed amount calculated @ Rs.1.50/- per Square Feet for managing and maintain the Common Portions and the utilities meant for the common purposes and usages at the Said Building Provided the common maintenance may increase according to rise in relevant price index, from time to time.
- 12.6 The deposit for the Municipality rates and taxes from time to time, as reasonably required according to the laws then prevailing
- 12.7 The said payments and/or deposits shall be made within the 7th (Seventh) day of the month for which the same is due, in case of monthly payments and otherwise, within 8 (Eight) days of the Developers' demand.

12.8 All amounts to be deposited by the Purchasers in pursuance hereof shall be utilized only for the purpose for-which the same are made respectively **SUBJECT HOWEVER TO** the other provisions hereof.

13. ASSOCIATION:

13.1 The Purchasers hereby declare and confirm that the Purchasers shall along with the other Flat-owners shall, within the period of 1 (one) year from the date of the delivery of the possession, form the Association and the "Purchasers" shall become a member thereof. The Purchasers shall bear and pay the proportionate costs of formation and the expenses of the Association and shall *pay* for, acquire and hold membership with voting rights and in this regard the Purchasers shall sign, execute and deliver necessary applications and all other papers/ declarations and documents as may be required. Upon formation of the Association, the residue then remaining of the maintenance deposit made by the Purchasers (after adjustment of all amounts then remaining due and payable) shall be transferred by the Developer to the Association, The Association in the account of the Purchasers shall thereafter hold the deposits. After the formation of the Association, the Association may continue to manage and maintain the common portions and utilities through the Facility Manager, being appointed prior to formation of the said Association.

13.2 After the Developer makes the aforesaid transfer to the Association, all the rights and obligations of the Developer with regard to the Common Purposes shall stand transferred to the Association and only the Association shall be entitled thereto and obliged therefore, All references to the Developer herein shall henceforth be deemed to be references to the Association.

13.3 The Purchaser agrees that the Purchaser shall use the said flat and the Association may impose appurtenances subject to all restrictions as the Association thinks fit and proper.

13.4 Upon the formation of the Association, the Association may frame such rules, regulations and byelaws for the Common Purposes, which the Purchasers hereby bound to accept and abide by the same.

14. DEFAULTS AND TERMINATION:

14.1 **Breach of Purchasers:** In the event the Purchaser (1) fails to make payment of any instalment of the Total Price, Extras and other charges, or (2) Fails to perform the obligations on the part of the Purchaser to be performed in terms of this Agreement or (3)

neglects to perform any of the Purchaser's Obligation, the Agreement shall, at the option of the Developer, stand cancelled and/or rescinded, upon which the Developer shall refund to the Purchaser all payments received till date, without any interest/after deducting 5% (Five percent) of the Total Price, In the event the Developer condone the delay of any payment due under his Agreement, the Purchaser shall be liable to pay interest @ 18% (eighteen percent) per annum for the period of delay (computed from the date the payment became due till the date of payment) on all amounts due and I outstanding. However, such right to condone is exclusively vested in the Developer and the Purchaser shall not be entitled to claim the same as a matter of right.

- 14.2 **Breach of Owners or Developers:** Without prejudice to the provisions of Clause 7.1 above, in case the Developer delays in delivering possession of the Said Flat within the time mentioned in clause 4 hereinbefore then automatically they will be entitled for a grace period of 6 (Six) months for the Said Flat and 12 (twelve) months for the Common Portions and other installations (referred as Extended Period). In the event the Developer delays in handing over possession of the said flat to the purchaser beyond the completion date or the extended period or the period required beyond extended period due to circumstances mentioned in clause

15.1, then the purchaser shall have the right to terminate this agreement and in such event the Developer shall refund to the purchaser the total amount paid by the purchaser along with the interest at the then prevailing saving bank rate of interest.

14.3 **Effect:** Upon termination of this Agreement due to any of the circumstance mentioned in Clause 14.1 and 14.2 above, the Purchaser shall not be entitled to claim any right, the title and interest (either equitable or otherwise) over and in respect of the Said Flat And Appurtenances and/or the Said Building and/or the Said Cluster and/or the Said Premises and/or the Said Complex or part or portion thereof and the Purchaser shall further not be entitled to claim any share on the Said Flat And Appurtenances and/or any part or portion thereof, in any manner whatsoever. The effect of such termination shall be binding and conclusive on the Parties.

15. **FORCE MAJEURE :**

15.1 **Circumstances Of Force Majeure:** The Owners or Developer shall not be held responsible for any consequences or liabilities if the Owners or Developer is prevented in meeting the obligations under this Agreement by reason of contingencies caused by neither of the Parties and unforeseen occurrences such as (1) Acts of God, (2)

Acts of Nature (3) Acts of War, (4) Acts of Fire, (5) Insurrection, (6) Terrorist action, (7) Civil unrest, (8) Riots, (9) Non availability or reduced availability of building materials and strike by material suppliers, transports, contractors, workers and employees, (10) Delay on account of receiving statutory permissions (11) Delay in 'the grant of electricity, water, sewerage, and drainage connection or any other permission or sanction by the Government or any statutory authority. (12) Any notice, order of injunction, litigation, attachments, etc, and (13) Any rule or notification of the Government or any other public authority or any act of Government such as change in legislation or enactment of new law, restrictive Governmental laws or regulations (collectively Circumstances Of Force Majeure).

15.2 **No Default:** The Owners or Developer shall not be deemed to have defaulted in the performance of the Developer's contractual obligations whilst the performance thereof Is prevented by Circumstances of Force Majeure and the time limits laid down in this Agreement for the performance of obligations shall be extended accordingly upon occurrence of any event constituting Circumstances Of Force Majeure.

16. ALTERNATIVE DISPUTE RESOLUTION;

16.1 All disputes and differences by and between the parties hereto In any way relating to or connected with the Premises and/or the Said Building and/or this Agreement and/or anything done in pursuance hereof shall be referred for arbitration and adjudicated in accordance with the Arbitration And Conciliation Act, 1996. The Arbitrator shall have the right to proceed summarily and to make Interim awards.

16.2 The Parties shall not commence legal proceedings or have any receiver appointed over the Said Flat And Appurtenances and/or the Said Building/Residential Premises without first referring the matter to arbitration and till the Arbitral Tribunal has given its award.

17. **JURISDICTION:**

Only the courts having territorial jurisdiction over the Said Land shall have jurisdiction in all matters relating to or arising out of this Agreement.

18. **NOTICE:**

Mode of Service: Notices under this Agreement shall be served by email or by messenger or by registered post/speed post with acknowledgement due at the above-mentioned addresses of the

Parties, unless the addresses are changed by prior intimation in writing. Such service shall be deemed to have been effected (1) on the date of delivery, if sent by email/messenger and (2) on the 4th day of handing over of the cover to the postal authorities, if sent by registered *post*/ speed post, irrespective of refusal to accept service by the Parties.

19. **MISCELLANEOUS :**

19.1 The proportionate share of the Purchasers in the various matters referred herein shall be such as be determined by the Developer and the Purchasers shall be bound to accept the same, notwithstanding there being minor variations therein, for the sake of convenience.

19.2 This agreement shall be subject to Indian Laws.

19.3 It is clarified that the Purchasers have approached the Developer for acquiring the Said Flat and Appurtenances and in pursuance thereof, this Agreement is being executed.

- 19.4 The Said Building shall be named as "**Northern Ville**". The Purchasers, the Co-owners and/or the Association shall not be entitled to change the name at any time in future.
- 19.5 The mutual understanding and agreement between the Parties that although the Common Portions are described in the **Schedule - D** below, the said description is only indicative and is not intended to bind the Developer in any manner. The Developer shall, in the absolute discretion of the Owners, be entitled to modify, improve or otherwise improvise upon the Common Portions and the Purchasers shall not have any claim, financial or otherwise, against the Developer for such change.
- 19.6 This Agreement constitutes the entire understanding between the Parties and supersedes the terms and conditions whatever agreed between the Parties prior to execution of this Agreement but does not include or supersede any-document contemporaneously entered into between the parties.
- 19.7 On happening of each event mentioned in Clause 6.2 the Developer shall give written notice to the Purchasers (Payment Notice), quantifying the amount payable by the Purchasers, Within 15 (fifteen) days of the date of the Payment Notice, the Purchasers

shall (unconditionally, without demur and without raising any dispute about service/receipt of the Payment Notice), pay the amount quantified in the Payment Notice, failing which the Purchasers shall be deemed to be in default and the consequences mentioned in clause 14.1 shall follow. The Purchasers covenants that the Purchasers shall regularly and punctually make payment of the instalments of the Net Price in the manner mentioned in the Clause 6.2 and this Agreement is and shall be deemed to be sufficient notice to the Purchasers about the obligation to make payment. All the amounts payable hereunder shall be made to **M/s. RRM NIRMAN PRIVATE LIMITED, (PAN NO. AAHCR3941D)**, the Developer herein for which the **M/s. RRM NIRMAN PRIVATE LIMITED**, shall issue the valid receipt.

19.8 The Purchasers, upon full satisfaction and with complete knowledge of the Common Portions, Specifications and all other ancillary matters, is entering into this Agreement. The Purchasers have examined and is acquainted with the Said Building to the extent already constructed and to be further constructed and have agreed that the Purchasers shall neither have nor shall claim any right over any portion of the Said Building and the Residential Premises save and except the Said Flat and Appurtenances.

19.9 All open and covered areas in the Said Building proposed to be used for car parking spaces do not form part of the Common Portions within the meaning of this Agreement and the Developer shall have absolute right to sell, transfer and/or otherwise deal with and dispose off the same or any part thereof. The purchaser of such car parking shall strictly use such parking spot for the parking of his car and nothing else, such spot cannot be covered / occupied with other materials, and must be free for ingress egress to other parking spots when the car of the owner of such parking spot is not present in the parking spot.

19.10 Notwithstanding anything contained in this Agreement, the Purchasers have accepted the scheme of the Developer to construct the Said Complex in phases and to construct on other portions of the Said Premises/adjacent properties and hence the Purchasers have no objection to the continuance of construction in the Said Complex/other portions of the Said Premises/adjacent properties, even after the Date Of Possession. The Purchasers shall not raise any objection or create any hindrance to the Developer and/or their persons and workmen with or without materials, however the Developer shall take all reasonable steps to minimize the inconvenience that may be caused to the Purchasers due to and arising out of the said further construction activity in the said

Complex and/or in the extended Premises adjacent to the said Complex.

19.11 A demarcated portion of the top roof of the Said Building shall remain common to all residents of the Said Building (Common Roof) and all common installations such as water tank and lift machine room shall be situated in the Common Roof and the balance of the top roof of the Said Building shall belong to the Developer with right of exclusive transfer and the Purchasers specifically agree not to do any act which prevents or hinders such transfer. Notwithstanding the demarcation of the top roof of the Said Building as aforesaid, the Developer shall always have the right of further construction on the entirety of the top roof (by taking permission from the concerned authorities) and the Purchasers specifically agree not to do any act which prevents or hinders such construction. After such construction, the roof above such construction shall again have a Common Roof for common use of all residents of the Said Building.

19.12 It is further clarified that the Purchasers shall have only users' right i.e., right of ingress and egress over all the open spaces, paths and passages in the Said Building, The Purchasers shall not claim any kind of right, title and claim to the said path and passages

SAVE as aforesaid users right. The Developer shall have full right, title and interest on the said path and passages, Developer shall use and utilize the said internal open spaces, paths and passages, in the manner the Developer deem fit and proper and the Purchasers shall not object and/or obstruct to the Developer or its authorized person in any manner, in this regard.

19.13 The Purchasers shall not at any time in future, claim any right of pre-emption in respect of transfer of any flat constructed or to be constructed or in respect of the Undivided Impartible Proportionate variable Share in the Said Premises or any part or portion of the Said Building.

19.14 This agreement is the only agreement between the Developer and the Purchasers. All other earlier negotiations, letters, brochures and/or advertisements shall have no binding value or force. Any variation and/or alteration of the provisions hereof can take place only by formal written agreement entered into between the parties hereto.

19.15 In the event of the Developer being made liable for payment of any tax (excepting Income Tax), duty, levy, or any other liability under any statute or law for the time being in force or enforced in future

or if the Developer are advised by their consultant that the Developer are liable or shall be made liable for payment of any such tax, duty, levy or other liability on account of the Developer having agreed to perform the obligations under this Agreement or having entered into this Agreement, then and in that event, the Purchasers shall be liable to pay all such tax, duty, levy or other liability and hereby agree to indemnify and keep the Developer indemnified against all actions, suits, proceedings, costs, charges and expenses in respect thereof. The Purchasers, at or before the Date of Possession so imposed or estimated by the Developer's consultant, shall pay the taxes, duties, levies or other liabilities.

19.16 In no circumstances the Purchasers herein can transfer and/or assign their rights and benefits in this Agreement to any third party without prior written consent of the Developer or before completing the sale by executing and registering the formal Deed of Conveyance in their own favour.

19.17 Any delay or indulgence by the Developer, or upon its formation, the Association, in enforcing the terms of these presents or any forbearance or giving of time to the Purchasers shall not be construed as a waiver of any breach or non-compliance nor shall

the same, in any manner, prejudice the rights of the Developer or the Association, upon its formation.

19.18 As between the Developer and/or the Association of the one part and the Purchasers of the other part, the parties Shall indemnify and keep each other saved, harmless and indemnified in respect of all losses, damages, claims, demands, costs proceedings and actions arising due to any non payment or other default in observance of the terms and conditions contained in these presents.

19.19. The Developer shall always have the exclusive right to raise further stories on the top floors, of the Said Building as also to make construction on any portion of the Premises and to use, enjoy, hold and transfer the same to the persons desirous of owning the same on substantially the same terms and conditions as to user and maintenance as herein contained and the Purchasers agree not to obstruct the exercise of such right by the Owners in any manner whatsoever.

FIRST SCHEDULE

(Definitions)

In this agreement, the words and expressions used shall, unless they be contrary and/or repugnant to the context, have the following meanings:

1. **ADVOCATES** shall mean such Advocates whom the Owners / Developer may from time to time, appoint as the Advocates for the Project;
- 2- **ARCHITECTS** shall mean such Architects whom the Owners / Developer have appointed, or may in future appoint, as the Architects for the Said Complex;
3. **ASSOCIATION** shall mean a limited company or society or syndicate or association to be promoted and formed by the Owners or an agency appointed by the Owners for the Common Purposes;
4. **COMMON PORTIONS** shall mean all the Common Portions, areas, facilities, amenities, erections, constructions and installations to comprise in the Said Flat and/or the Said Complex, more fully mentioned in the THIRD SCHEDULE hereto and expressed or intended by the Owners for common use and enjoyment of the Co-Owners;

5. **COMMON EXPENSES** shall include all expenses to be incurred by the Co-Owners for the maintenance, management and upkeep of the Said Complex and the Said Premises and/or expenses for the Common Purposes;
6. **COMMON PURPOSE shall** mean the purposes of managing and maintaining the Said Complex and the Said Premises, particularly the Common Portions, collection and disbursement of the Common Expenses and dealing with matters of common interest of the Co-Owners and relating to their mutual rights and obligations, for the most beneficial use and enjoyment of their respective flats exclusively and the Common Portions in common;
7. **CO-OWNERS** shall, accordingly to its context, mean all the persons who acquire or agree to acquire or own flats in the Said Complex and shall include the Owners, in case it retain any flat;
8. **MUNICIPALITY** shall mean the Kolkata Municipality and shall also include the Calcutta Metropolitan Development Authority and other concerned authorities, which may recommend, comment upon and/or ratify the Plans and the construction of the New Buildings;

9. **BUILT-UP AREA** shall, according to its context, mean and include the plinth area of the Said Flat or all the Flats in the Said Building, including, the bathrooms, balconies and also the thickness of the outer walls, internal walls and pillars, if any wall be common between two Flats, then one-half of the area under such wall shall be included in each such Unit. Built-up Area as certified by the Architect, shall be final and binding to the Purchasers;
10. **DATE OF POSSESSION** shall mean the 15th (Fifteenth) day of the service of the notice under clause 11.2 of this Agreement;
11. **MAP** shall mean the plan of the Premises and/or the Said Land annexed hereto and marked "A", the layout plan of the Said Flat annexed hereto and marked "B".
12. **SAID BUILDING** shall mean the building to be constructed by the Developer on the Premises in pursuance hereof;
13. **OWNERS** shall mean the Owners above named and shall include it's respective successors-in-office and/or assigns;
14. **PLANS** shall mean the. plans; drawings and specifications of the New Buildings, prepared by the Architects and sanctioned by the

concerned authorities including the Kolkata Municipality vide Sanction No. **Plan U/S 393, Building permit number: 2018020012** PROVIDED THAT it shall also include further sanction of additional floors and all revised sanction, alterations and modifications therein from time to time, made with the approval of the Architects and/or the Municipality;

15. **PROPORTIONATE OR PROPORTIONATELY** shall mean the proportion which the Built-up Area of any flat be to the Built-up Area of all the flats in the Said Building **PROVIDED THAT** where it refers to share of any rates and/or taxes amongst the Common Expenses, then such share of the whole shall be determined on the basis on which such rates and/or taxes are being levied from time to time/ i.e., In case the basis of any levy be area, rental income or user, then the same shall be shared on the basis of area, rental income or user of the respective flats by the Co-Owners, respectively;
16. **PURCHASERS** shall mean the Purchasers above named and shall include the Purchasers' respective successors-in-interest and/or permitted assigns;

17. **SAID SHARE IN THE PREMISES AND THE RIGHTS AND PROPERTIES APPURTENANT THERETO** shall mean and include the Undivided Impartible Proportionate Variable share appurtenant to the Said Flat **TOGETHER WITH** the proportionate right to use the Common Portions;
18. **UNDIVIDED IMPARTIBLE PROPORTIONATE SHARE** shall mean the undivided share in the Said Premises described, in the **SECOND SCHEDULE** hereto, appurtenant to the Said Flat and inter alia, agreed to be sold to the Purchasers hereunder, which shall always be impartible and shall be proportionate to the Built-up Area of the Said Flat and shall also mean such shares appurtenant to all other flats comprised in the Said Complex, wherever the context permits **HOWEVER** in case the Owners / Developer construct any additional floors, than that planned by the Owners / Developer at present, then and in such event the Undivided Impartible Proportionate variable share shall reduce, decrease or vary accordingly, from time to time.
19. If the Bank Loan for the said Flat is not sanctioned by SBI , then the Purchaser will cancel this Agreement and the Developer will refund the money without any deduction within 30 days from cancellation of the agreement.

Interpretations;

1. **SINGULAR** shall include the plural and vice versa;
2. **MASCULINE** shall include the feminine and neuter gender and vice versa;

SCHEDULE A REFERRED TO ABOVE (THE LAND)

ALL THAT piece and parcel of landed property measuring an area of 7(seven) cottah, 7(seven) chittack and 3(three) square feet, a little more or less, having two storied building structure standing thereupon at Plot No. 7 of the surplus lands of Kolkata Improvement Scheme No.VM formed out of old premises No. 242/1/1 and 242/2, Upper circular Road, presently known as K.M.C. Premises No. 180, Sri Aurobindo Sarani, within the purview of The Kolkata Municipal Corporation, under ward no. 15, being Assessee No. 11-015-20-0023-6, under the jurisdiction of Burtolla Police station, Kolkata 700004, butted and bounded as follows:

On the North : Sri Aurobinda Sarani Road;
On the South : Basti Bati;
On the East : House of Late Hiralal Dawn;
On the West : House of Late S.K. Mitra

SCHEDULE-B REFERRED TO ABOVE

(THE FLAT TO BE SOLD)

ALL THAT a self contained residential Flat no _____ to be used for residential purpose, admeasuring more or less _____ sq.ft. Saleable area, on _____ side of _____ floor, lying and situate at Premises No.180, Sri Aurobindo Sarani, Kolkata- 700004 together with common area, facilities, appurtenant thereto situate upon the land as mentioned in the Schedule-“A” as aforesaid.

SCHEDULE-C ABOVE REFERRED TO

(PAYMENT SCHEDULE)

PAYMENT DESCRIPTION	PAYMENT PERCENTAGE
Booking (on or before execution of agreement)	30 %
On Foundation of Building	10 %
On 1 st Floor Roof Casting	10%
On 2 nd Floor Roof Casting	10%
On 3 rd Floor Roof Casting	10%

On 4 th Floor Roof Casting	10%
On Brick Work of said Flat	10%
On Flooring of said Flat	5 %
On Possession of said Flat	5%

SCHEDULE-D ABOVE REFERRED TO

(COMMON AREAS)

1. **AREAS:**

- a) Rights of ingress and egress from all covered and Open paths and passages (**SAVE AND EXCEPT** spaces, as allocated by the Owners as the Car Parking Space, including spaces open to sky and spaces covered):
- b) Common installations on the roof;
- c) Pump and electric meter space;
- d) Boundary walls of the Premises and/or the Said Building;
- e) Lift Machine Room;

- g) Space provided for Generator (If provided);
- h) Common toilet;
- i) Space provided for iron removal water filtration plant ;

2. **WATER AND PLUMBING** : Overhead water tanks, water pipes (save those inside any Flat or meant for exclusive use).

3. **ELECTRICAL INSTALLATIONS** :

- a) Wiring and accessories for lighting of common portions ;
- b) Pump and motor ;
- c) Lift cage, machinery and accessories ;
- d) Generator for lighting of Common Portions ;

4. **DRAINS** : Drains, sewers, pipes and septic tank.

OTHERS: Other common parts, areas, equipment's, installations, fixtures, fittings and spaces in or about the Said Complex as are necessary for the use and occupation of the Flats in common and as are specified by the Vendor expressly to be the Common Areas after construction of the Said Complex but excluding the roof and/or terrace and the open and covered car parking spaces.

5. The purchaser shall have all easements and appurtenances belonging to the said land and in common parts for ingress and egress.
6. The purchaser shall have right to passage in common with other purchases to get gas, electricity, water connection from and to any other unit or common part through or over the said flat as far as may be reasonably necessary for the beneficial use and occupation of the other parts of the building.
7. The purchaser shall be the right to have the common areas including the common service area installations and the structures of the building repaired whenever necessary.

SCHEDULE-E ABOVE REFERRED TO
(SPECIFICATION OF THE FLAT TO BE SOLD)

All civil work be done as per I.S.I, standard

1. Entire floor area marble/tiles excluding parking.
2. Sal wood (Malaysian) frame in all doors except wet space (Toilet).
3. Teak wood main door with Godrej lock or equipment standard on the main entrance of flat.
4. Bed room lock, standard brand (Godrej or equivalent).

5. Aluminium sliding windows, fitted with fibre glass pane.
6. Wall putty on inside wall and staircase.
7. Weather coat paint on outside wall.
8. Staircase railing complete in all respect will be provided by the vendor.
9. Synthetic enamel paint (ICI Dulux, Asian Paints or equivalent standard) in doors and windows and grills as applicable.
10. Glazed tiles in toilets upto 7 ft. height
11. White (Vitreous/Parriware/Hindware or equivalent standard) 1 W.C. Western in the toilet all fitted with cistern and basin.
12. Glazed tiles in kitchen up to 6 feet height (colour, design and size etc. as per purchasers choice) upto priceslab estimated by the vendor.
13. Granite slab (the make/brand/quality to be satisfied) on the kitchen platform.
14. Double bowl, single drain stainless steel sink of standard quality with hot and cold basin mixer.
15. Concealed Water supply lines with geyser point fitted with taps (ISI standard quality).

16. Original Essco or equivalent mark plumbing fittings.

17. Passengers lift.

18. Concealed electrical lines

19. Electrical installation/points as follows:

- (a) Each Bed room: 1 A.C. point, 2 light points, 1 fan point, 2 plug points (both 5 amp).
- (b) Drawing/Dining: 1 A.C. point 2 light points, 2 fan points, 1 calling bell point.
- (c) Kitchen: 1 light point, 2 plug points (15 amp each), 1 exhaust fan point.
- (d) Toilet: 1 light point, 1 geyser point, 1 plug point(5 amp).
- (e) Verandah: 1 light point, 1 fan point, 1 plug point(5 amp).
- (f) Flat separate main electrical switch with MCB fitted in the flat.
- (g) Electrical wire and switches should be fitted either Havells or Finolex or equivalent brand copperer.

Other than the above specification, the purchase is liable to pay for any extra or additional work.

SCHEDULE - F

(The Common Expenses)

1. **MAINTENANCE** : All costs for maintaining, operating, replacing, repairing, whitewashing, painting, decorating, re-decorating, re-building, re-constructing lighting and renovating the Common Portions, including, the exterior or interior (but not inside any Flat) walls of the Said Complex.

2. **OPERATIONAL**: All expenses for running and operating all machinery, equipments and installations comprised in the Common Portions, including lifts, transformers, generators, pumps, and other common installations including, their license fees, taxes and other levies (if any) and the lights of the Common Portions.

3. **STAFF** : The salaries of and all other expenses on the staff to be employed for the Common Purposes, viz, manager, clerks, security personnel, liftmen, sweepers, plumbers, electricians etc. including their perquisites, bonus and other emoluments and benefits.

4. **ASSOCIATION:** Establishment and all other expenses of the Association, including, its formation, office and miscellaneous expenses and also similar expenses of the Owners until handing over to the Association.

5. **COMMON UTILITIES:** All charges and deposits for supplies of common utilities to the Co-Owners, in common.

6. **ELECTRICITY:** All charges for the electrical energy consumed for the operation of the common machinery and equipment.

7. **LITIGATION :** All litigation expenses incurred for the Common Purposes and relating to common use and enjoyment of the Common Portions.

8. **RATES AND TAXES:** Municipal Tax, Multistoried Building Tax, Water Tax and other levies in respect of the Premises and the Said Complex SAVE those separately assessed on the Purchasers,

9. **RESERVES:** Creation of fund for replacement, renovation and other periodic expenses,

IN WITNESS WHEREOF the parties hereto put their respective signatures unto these presents on the day, month and year first above written.

EXECUTED AND DELIVERED by the
OWNERS at Kolkata in the presence of :

EXECUTED AND DELIVERED by the
DEVELOPER at Kolkata in the presence of :

EXECUTED AND DELIVERED by the
PURCHASER at Kolkata in the
presence of :

MODE OF CONSIDERATION

Dated	Cheque No./ Cash	Drawan on Bank/Branch	Amount (Rs.)

Witnesses:

1.

2.

Respected Sir/ Madam,

Sub : Allotment of Flat at _____at old Premises No. 242/1/1 and 242/2, Upper Circular Road, presently known as K.M.C. Premises No. 180, Sri Aurobindo Sarani, within the purview of the Kolkata Municipal Corporation, under ward No. 15 within the Jurisdiction of KMC, Burtolla Police Station-Kolkata-700004.

We thank you for your application for the purpose of allotment of a residential flat in our above project. It is indeed our pleasure to inform you that the residential flat booked by you vide application has now been allotted to you upon your making payment full booking amount i.e, 30% of the Total Consideration amount + Applicable Taxes.

The Terms and conditions as stated in the application from shall continue to be binding in respect of the allotment of the residential flat. The details of the residential flat allotted and your address in our records for the purpose of correspondence are as under :

Name Adress & Contract Details	
Flat No	
Name of Building / Block	
Built up Area	
Carpet Area	
Exclusive Balcony / Verandah/ Terrace	
Car Parking (S) allotted	
Total Consideration Value	Rs. _____/- + GST
Mode Of payment	By _____ Cheque/DD/Pay Order/RTGS/NEFT. No Cash Payments

The allotment of this apartment is subject to the terms and condition mention in our standard draft of sale agreement and the same to be executed with in thirty days from the

date of hereof . It may please to be noted that as per West Bengal Housing Industries Regulation Act, 2017, the said sale agreement is to be Registered and you required to make payment of requisite stamp duty and incidental charges for the said registration, without any delay once the same being demanded.

We would like to take this opportunity to thank you for the trust that you have reposed in the Merlin Group and assure you of our best services at all times.

Thanking you,