

Agreement for Sale

This Agreement for Sale executed on this day of 2018 ,

Between

M/S. MIRIK PROPERTY PRIVATE LIMITED, (CIN : -----), Holding PAN : **AAECM1860B**, a Private Limited Company, within the meaning of Companies Act, 1956, as extended by the Companies Act' 2013, having its Registered Office at 17/1, Lansdowne Terrace, P. S. – Lake, Kolkata -700 026 and represented by its Authorised Signatory, Mr. -----, son of Mr. -----, hereinafter called and referred to as the **“DEVELOPER/ SELLER”** (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its Director or Directors, successors in office and assigns etc.) of the **FIRST PART.**

AND

1) M/S. AGNI DEALCOM PRIVATE LIMITED, holding PAN: AAGCA7797K, 2) M/S. COMMITMENT VINCOM PRIVATE LIMITED, holding PAN: AADCC8134B, 3) M/S. CONNECT DEALCOM PRIVATE LIMITED, holding PAN : AADCC8133G, 4) M/S. DECAGON DEALERS PRIVATE LIMITED, holding PAN : AADCD2948L, 5) M/S. EKDANTA MERCHANDISE PRIVATE LIMITED, holding PAN : AACCE2807N, 6) M/S. FLAME SALES PRIVATE LIMITED, holding PAN : AABCF4387M, 7) M/S. FOCUS DEALERS PRIVATE LIMITED, holding PAN : AABCF4386L, 8) M/S. GLADIOLUS MERCHANTS PRIVATE LIMITED, holding PAN : AADCG6186B, 9) M/S. HORNBILL TRADECOM PRIVATE LIMITED, holding PAN : AACCH3060L, 10) M/S. ICONIC SUPPLIERS PRIVATE LIMITED, holding PAN : AACCL1876K, 11) M/S. INNOVATIVE COMMOSALES PRIVATE LIMITED, holding PAN : AACCI2005G, 12) M/S. JACKPOT TRADELINK PRIVATE LIMITED, holding PAN : AAC CJ2606E, 13) M/S. JALAPENO SALES PRIVATE LIMITED, holding PAN : AAC CJ2605H, 14) M/S. JUNIPER COMMOTRADE PRIVATE LIMITED, holding PAN : AAC CJ2607F, 15) M/S. KAMAKSHYA VINIMAY PRIVATE LIMITED, holding PAN : AADCK8105E, 16) M/S. KSHITIZ VINCOM PRIVATE LIMITED, holding PAN : AADCK8106H, 17) M/S. LEAGUE DISTRIBUTORS PRIVATE LIMITED, holding PAN : AABCL6954G, 18) M/S. LIMELIGHT MERCHANDISE PRIVATE LIMITED, holding PAN : AABCL6953B, 19) M/S. OMNI COMMODEAL PRIVATE LIMITED, holding PAN : AABCO2276L, 20) M/S. PASSION DEALERS PRIVATE LIMITED, holding PAN : AAFCP2662K, 21) M/S. PENTAGON SUPPLIERS PRIVATE LIMITED, holding PAN : AAFCP2661L, 22) M/S. QUEENBEE SALES PRIVATE LIMITED, holding PAN : AAACQ2080P, 23) M/S. QUICK COMMOSALES PRIVATE LIMITED, Holding PAN : AAACQ2081N, 24) M/S. SUCCESS COMMOSALES PRIVATE LIMITED, holding PAN : AANCS6504P, 25) M/S. TWIN STAR DEALCOM PRIVATE LIMITED, holding PAN : AADCT3203G, 26) M/S. WINSOME COMMODEAL PRIVATE LIMITED, holding PAN : AAACW9127B, 27) M/S. YOUTH VINCOM PRIVATE LIMITED, holding PAN : AAACY4009Q, 28) M/S. ZEAL DEALCOM PRIVATE LIMITED, holding PAN : AAACZ3951G, 29) M/S. AFTERLINK EXIM PRIVATE LIMITED, holding PAN : AALCA0741L, 30) M/S. AMBERDWAJ ESTATES PRIVATE LIMITED, holding PAN : AALCA4287D, 31) M/S. CAPRICON PROPERTIES PRIVATE LIMITED, holding PAN : AAFCC2533E, 32) M/S. DHANGANGA COMMOSALES PRIVATE LIMITED, holding PAN : AAECD6499D, 33) M/S. EVOLUTION TOWERS PRIVATE LIMITED, holding PAN : AADCE4251F, 34) M/S. FRESSIA SALES PRIVATE LIMITED, holding PAN : AACCF2232Q, 35) M/S. FUNIDEA CONCLAVE PRIVATE LIMITED, holding PAN : AACCF1890N, 36) M/S. GINGER COMPLEX PRIVATE LIMITED, holding PAN : AAECG9300J, 37) M/S. GREENTAKE PROJECTS PRIVATE LIMITED, Holding PAN : AAFCG0747G, 38) M/S. INTENT PLAZZA PRIVATE LIMITED, holding PAN : AADC I2848E, 39) M/S. JAGSAKTI DEAL TRADE PRIVATE LIMITED, holding PAN : AADC J0964A, 40) M/S. JALNAYAN RETAILS PRIVATE LIMITED, holding PAN : AADC J0963H, 41) M/S. JIGISHA INFRASTRUCTURE PRIVATE LIMITED, holding PAN : AADC J0501F, 42) M/S. MOONVIEW PLAZZA PRIVATE LIMITED, holding PAN : AAICM2206P, 43) M/S. PREMKUNJ NIKETAN PRIVATE LIMITED, holding PAN : AAGCP8440A, 44) M/S. PANCHMURTI INFRASTRUCTURE PRIVATE LIMITED, holding PAN : AAGCP8439H, 45) M/S. OVERTOP INFRAHOMES PRIVATE LIMITED, holding PAN : AABCO7370D, 46) M/S. OVERGROW COMPLEX PRIVATE LIMITED, holding PAN :

AABCO7304D, 47) M/S. OVAL BUILDCON PRIVATE LIMITED, holding PAN : AABCO7371C, **48) M/S. NEMINATH NIRMAN PRIVATE LIMITED**, holding PAN : AAECN1464E, **49) M/S. MEGAPIX PROMOTERS PRIVATE LIMITED**, holding PAN : AAICM2207N, **50) M/S. MEANTIME HOMES PRIVATE LIMITED**, holding PAN : AAICM1899E, **51) M/S. MAKELIFE DEVELOPERS PRIVATE LIMITED**, holding PAN : AAICM2204R, **52) M/S. MUSKAN PLAZZA PRIVATE LIMITED**, holding PAN : AAICM4797P, **53) M/S. SUHANA SUPPLIERS PRIVATE LIMITED**, holding PAN : AALCS7216A, **54) M/S. BLAZE ENCLAVE PRIVATE LIMITED**, holding PAN : AACCB7603D, **55) M/S. BARON PROMOTERS PRIVATE LIMITED**, holding PAN : AACCB7602C, **56) M/S. ARISTO VINIMOY PRIVATE LIMITED**, holding PAN : AAGCA8080M, **57) M/S. FANTASTIC VINIMOY PRIVATE LIMITED**, holding PAN : AABCF1830D, **58) M/S. SARDA VYAPAR PRIVATE LIMITED**, holding PAN : AALCS6016L, **59) M/S. MOONLINK RESIDENCY PRIVATE LIMITED**, holding PAN : AAICM2205Q, **60) M/S. BAJRANG MANSION PRIVATE LIMITED**, holding PAN : AADCB4549B, **61) M/S. BRIJBHUMI CONSTRUCTION PRIVATE LIMITED**, holding PAN : AACCB7609K, **62) M/S. KASTURI MERCANTILE PRIVATE LIMITED**, holding PAN : AABCK9026G, **63) M/S. SWAGATAM DISTRIBUTOR PRIVATE LIMITED**, holding PAN : AAICS0021L, **64) M/S. BAGBAN ABASAN PRIVATE LIMITED**, holding PAN : AACCB7606G, **65) M/S. BISCON NIKETAN PRIVATE LIMITED**, holding PAN : AACCB7604E, **66) M/S. EXTRUSIONS REAL ESTATE PRIVATE LIMITED**, holding PAN : AAACE5448D, **67) M/S. TRIMURTI DEALER PRIVATE LIMITED**, holding PAN : AABCT1372J, **68) M/S. KBS HOUSING PRIVATE LIMITED**, holding PAN : AADCK0495R, **69) M/S. LIBRA INFRADEVELOPERS PRIVATE LIMITED**, holding PAN : AACCL4810A, and the aforesaid Vendor No. 1 to 69 have their respective offices at 17/1, Lansdowne Terrace, P.O.- Kalighat, P.S. - Lake, Kolkata – 700 026 and **70) M/S. ALCORE PROPERTIES PRIVATE LIMITED**, holding PAN : AALCA0242Q, **71) M/S. ESAGILLA DEVELOPERS PVT. LTD.** holding PAN : AADCE1887F, **72) M/S. JAGMATA ENCLAVE PRIVATE LIMITED**, holding PAN : AACJ9449H, **73) M/S. KALYANKARI NIKETAN PRIVATE LIMITED**, holding PAN : AAFCK1639P, **74) M/S. KAMALPUSHP NIRMAN PRIVATE LIMITED**, holding PAN : AAFCK1640L, **75) M/S. KAMALRAJ APARTMENTS PRIVATE LIMITED**, holding PAN : AAFCK0906R, **76) M/S. LEDA PROJECTS PRIVATE LIMITED**, holding PAN : AACCL3589J and the Vendor No. 70 to 76 are having their respective office at 10/1/2, Syed Sally Lane 1st Floor, P.O.-Chittaranjan Avenue, P.S.- Burrabazar, Kolkata – 700073 and **77) M/S. ALLMOST CONCLAVE PRIVATE LIMITED**, holding PAN : AALCA0241P, **78) M/S. BHAVSAKTI VANIJYA PRIVATE LIMITED**, holding PAN : AAFCB2481A, **79) M/S. COOLHUT REAL ESTAES PRIVATE LIMITED**, holding PAN : AAFCC1756R, **80) M/S. DHANRASHI IMPEX PRIVATE LIMITED**, holding PAN : AAECD5490Q, **81) M/S. DREAMLIGHT TOWERS PRIVATE LIMITED**, holding PAN : AAECD4044Q, **82) M/S. EVERRISE VYAPAAR PRIVATE LIMITED**, holding PAN : AADCE3722B, **83) M/S. JAGATDHAN SUPPLIERS PRIVATE LIMITED**, holding PAN : AACJ9590K and the Vendor No. 77 to 83 are having their respective offices at 9, Old China Bazar Street, 3rd Floor, Room No.54, P. O. – Radhabazar, P.S.-Hare Street, Kolkata – 700001 and **84) M/S. BHUJADHARI DEALERS PRIVATE LIMITED**, holding PAN : AAFCB2482D, **85) M/S. GRITTY REALTY PRIVATE LIMITED**, holding PAN : AAFCG0746H, **86) M/S. HIGHRANK COMPLEX PRIVATE LIMITED**, holding PAN : AADCH1726Q, **87) M/S. JORDAR HOUSING PRIVATE LIMITED**, holding PAN : AADCJ0947H and Vendor No. 85 to 87 are having their

respective offices at 16/1, Palm Avenue, P. O. – Ballygunge, P. S. – Karaya, Kolkata -700 019 and **88) M/S. EVERLINK ENCLAVE PRIVATE LIMITED**, holding PAN : **AADCE2222N**, **89) M/S. EVERSTRONG DEVELOPERS PRIVATE LIMITED**, holding PAN : **AADCE3136F**, **90) M/S. SHIVMANI PROPERTIES PRIVATE LIMITED**, holding PAN : **AASCS3281N**, and the Vendor No. 88 to 90 are having their respective offices at 'Eden Tolly Signature', 344, Mahatma Gandhi Road, P. S.- Haridevpur, Kolkata – 700 104, all Private Limited Companies, within the meaning of Companies Act, 1956, as extended by the Companies Act' 2013 and represented by their respective Authorised Signatory, Mr. -----, son of Mr. -----, hereinafter, jointly, called and referred to as the '**VENDOR/OWNER**' (which expression unless excluded by or repugnant to the subject or context to be deemed and include its Successors-in-interest, agents and assigns etc.) of the **SECOND PART.**

AND

(1) **MR.** -----, son of Mr. -----, aged about ----- years, holding **PAN : -----**, by Occupation - -----, by Nationality – Indian, by Faith - ----- **AND**
 (2) **MRS.** -----, wife of Mr. -----, aged about ----- years, holding **PAN : -----**, by Occupation - -----, by Nationality – Indian, by Faith - -----, both presently residing at -----, P. S. : -----, hereinafter, jointly, called and referred to as the '**PURCHASER/ALLOTTEE**' (which term and expression shall unless excluded by or repugnant to the context to be deemed to include their heirs, executors, administrators, representatives and assign etc.) of the **THIRD PART.**

The Vendor, Developer and the Purchaser(s) shall hereinafter be collectively referred to as "Parties" and individually as a "Party".

INTERPRETATIONS/ DEFINITIONS:

For the purpose of this agreement for sale, unless the context otherwise requires,-

- 1.1 "Act"** means the West Bengal Housing Industry Regulation Act, 2017;
- 1.2 "Regulation"** means the Regulation made under the West Bengal Housing Industry Regulation Act, 2017;
- 1.3 Rules"** means the West Bengal Housing Industry Regulation Rules, 2018 made under the West Bengal Housing Industry Regulation Act, 2017;
- 1.4 "Section"** means the section of the Act.
- 1.5 ARCHITECT** shall mean M/s. Mozaic, of P-543, Raja Basanta Roy Road, Kolkata – 700 029, or any other firm of architects appointed by the Developer.
- 1.6 BUILDING** shall mean every single building to be constructed at the said premises in accordance with the said sanctioned plan with such variations as may be permitted.
- 1.7 PARTY/PARTIES** shall mean the Vendor, Developer and the Purchaser.

- 1.8 COMMON FACILITIES** shall include lift, corridors, hallways, stairways, landings, water reservoir, tube well, pump room, passageways, driveways, parkways and generator room and other spaces and facilities whatsoever required for the establishment, location, enjoyment, provision, maintenance and/or management of the proposed building and/or common facilities of them as the case may be.
- 1.9 COMMON PURPOSE** shall mean and include the purpose of maintaining the proposed premises and the said proposed building and in particular the common parts and meeting of the common expenses and matters relating to mutual rights and obligations of the owners of various Flat/Unit/Apartment and common use and enjoyment thereof.
- 1.10 CO-OWNERS** according to the context shall mean all the buyers/owners who from time to time have purchased or agreed to purchase and taken possession of any Unit including the Vendor / Developer for those units, spaces, rooms, parking areas etc. not alienated or agreed to be alienated by them.
- 1.11 COMMON AREAS AND INSTALLATIONS** shall mean and include the areas of installations and facilities comprised in the proposed Premises as mentioned and specified in the **THIRD SCHEDULE** hereunder written and expressed or intended by the Vendor / Developer for common use and enjoyment of the Co-owners **But** shall not include any open terrace on any floor of the New Proposed building attached to any flat/unit and also shall not include the parking spaces at or within the premises which the Vendor / Developer may use or permit to be used for parking of motor cars and other vehicles in the said building complex. The Vendor/Developer shall have the absolute right to deal with the same, to which the purchaser hereby consents.
- 1.12 COMMON EXPENSES/ THE MAINTENANCE EXPENSES** shall mean the proportionate share of common expenses to be paid borne and contributed by the intending purchasers for rendition of common services briefly described and without limitation in **SIXTH SCHEDULE** hereunder written.
- 1.13 PARKING SPACES** shall mean spaces in or portions of the ground floor of the new building and also spaces in the open compound at the ground level of the premises for parking of only one vehicle of small/medium size unto the intending purchasers of flat on the complex.
- 1.14 PREMISES** shall mean ALL THAT the Premises, Namely, “**EDEN MEGHBALIKA**”, Situate and lying at Mouza – Hariharpur, Pargana – Medanmalla, R. S. No. 185, Touji No. 250, J.L. No. 11, R.S. Dag Nos. 358, 362, 360, 361, 357, 359, 363, and 344 under R.S. Khatian Nos. 980 & 423, 611,323,324 & 526, 257, 8 corresponding to **L. R. Dag Nos. 358, 362, 360, 361, 357, 359, 363, and 344** under **L.R. Khatian Nos. 4831 to 4845, 4849 to 4881, 4884 to 4900, 4902 to 4906, 4910 to 4912, 4915 to 4923, 4927, 4929 to 4930, 4935 to 4939**, P.S. Baruipur, District 24 Parganas South, West Bengal under Hariharpur Gram Panchayet, morefully and particularly described in the **FIRST SCHEUDLE** hereunder written.
- 1.15 PLAN** shall mean the proposed plan bearing **Building Plan no. 537/667/KMDA dated 22.03.2018** duly approved by the South 24 Parganas Zila Parishad and shall include such modification or variation as may be made by the Vendor/Developer from time to time with prior sanction from the authorities concerned.
- 1.16 HOUSE RULES/USER** shall mean the rules and regulations regarding the user/holding of the said Flat/Unit/Apartment as hereinafter stated.

- 1.17 SALEABLE SPACE** shall mean the space in the proposed building available for independent use and occupation after making due provisions for common facilities and the space required thereof.
- 1.18 THE SAID FLAT AND THE PROPERTIES APPURTENANT THERETO** shall mean **FLAT/UNIT/APARTMENT NO. ----- on the ----- FLOOR** at **BLOCK – ‘----’** of the new building under construction at the said premises containing by admeasurements Carpet Area of Sft. equivalent to Super Built Up of ----- Sft. (be same little more or less) (hereinafter referred to as the said **FLAT**) **TOGETHER WITH** right to park **ONE** small/ medium sized motor car on the **COVERED CAR PARKING SPACE** on the ground floor of the said premises **TOGETHER WITH** the undivided proportionate share in the land comprised in the said Premises attributable thereto **AND TOGETHER WITH** the undivided proportionate share in common parts portions areas and facilities and / or amenities morefully described in the **SECOND SCHEDULE** hereunder written.
- 1.19 CARPET AREA** shall mean the net usable floor area of an apartment, excluding the area covered by the external walls but includes the area covered by the internal partition walls of the flat.
- 1.20 BUILT-UP AREA** shall mean the aggregate of : (i) the Carpet Area of the Apartment, (ii) the area of the Balcony(ies)/Deck(s)/Verandah(s) which exclusively comprise a part of the Apartment, (iii) the niches and (iv) areas under the services’ shafts within the apartment and external walls of the Apartment, all as computed by the Architect.
- 1.21 SUPER BUILT UP AREA** shall mean and include the total built up area forming part of the said flat plus such percentage attributable thereto for the common parts and portions as determined by the Architect at its sole discretion, and the decision of the Architect shall be final and binding on the Parties.
- 1.22 “PROPORTIONATE” OR “PROPORTIONATELY” OR “PROPORTIONATE SHARE”** shall mean the proportion in which the Carpet Area of any unit bears to the Carpet Area of all units in the new proposed building, as determined by the Developer which shall be final and binding on all the End User, with the fractional number, if any, to be rounded off for convenience to the next following number.
- 1.23 SAID UNIT”** shall mean ALL THAT the residential unit being **FLAT/UNIT/APARTMENT NO. ----- on the ----- FLOOR** at **BLOCK – ‘----’** of the new building now in course of construction at the said premises, more fully and particularly mentioned and described in the **SECOND SCHEDULE** hereunder written **TOGETHER WITH** the open terrace, if any, attached thereto and if so specifically mentioned in the **SECOND SCHEDULE** hereunder written **AND TOGETHER WITH** proportionate, undivided, indivisible, impartible and variable share in the Common Areas and Installations and wherever the context so includes or permits shall include the right of parking motor car, if purchased, at the Parking Space on the ground floor of the said building complex as mentioned and described in the within stated **SECOND SCHEDULE** and also undivided proportionate individual variable share in land beneath the building containing the said flat, in respect whereof the Purchaser has agreed to acquire only for residential purposes.
- 1.24 BALCONY(IES)/DECK(S)/VERANDAH(S)** shall mean such constructed area(s) which are open on 3 (three) sides but covered on the top and which protrude out from an Apartment, which shall form and/or

shall be deemed to form an integral part of such Apartment and the Purchaser shall not be entitled to make any construction thereon unless permitted by the authorities concerned and further subject to the prior written consent from the Developer.

- 1.25 TRANSFER** with its grammatical variations shall include a transfer by possession and by any other means adopted for effecting what is understood as a transfer of space in a multi storied proposed building to purchaser (s) thereof although the same may not amount to a transfer in law.
- 1.26 TRANSFREE** shall mean a person to whom any space in the proposed building has been transferred.
- 1.27 MASCULINE GENDER** shall include feminine gender and vice versa.
- 1.28 SINGULAR NUMBER** shall include plural number and vice versa.
- 1.29 HOLDING ORGANISATION** shall mean the Association or the Holding Organization of all flat holders of the proposed building formed of all the flat owners of all the flats of the proposed building including the said purchaser as the owner of the said flat hereby agreed to be sold and the said purchaser will join and be members of the said organization. The said Holding Organization/Association shall be formed by Vendor/ Developer upon sale and transfer of all the flats in the proposed building and on payment of all amounts due and payable by the all the flat purchaser in the proposed buildings payable towards the price of the said flat and also other deposits and security in terms of respective Agreement for sale and also upon all the flat purchasers in the proposed building having taken possession of the respective flats and/or will be deemed to have taken possession of the said flats and the said Holding Organization/Association shall take over management and maintenance and administration and repairs of the common portions of the proposed building and also of the common portions in the proposed building **AND** the Holding Organization/Association shall remain in control, management, maintenance, repairs and administration thereof. The purchaser shall pay proportionately to the said Association the proportionate share of the costs and expenses for the management, maintenance and administration, repairing and up-keeping of the common portion and other expenses necessary in respect of the said Proposed building regularly as per the bills of Holding Organization/Association.

WHEREAS THE DEVELOPER DECLARES THAT,-

WHEREAS One **Shri Panchanan Mondal** son of Late Kalipada Mondal , 2) **Shri Tapan Mondal** son of Late Kalipada Mondal, 3) **Smt. Minati Mondal** daughter of Late Kalipada Mondal, 4) **Smt. Bharati Sarkar** daughter of Late Kalipada Mondal, 5) **Smt. Purnima Naskar** daughter of Late Kalipada Mondal, 6) **Smt. Malati Maitra** daughter of Late Kalipada Mondal, 7) **Smt. Sarala Mondal** son of Late Kalipada Mondal, 8) **Smt. Santi Naskar** daughter of Late Kalipada Mondal, 9) **Smt. Panchibala Mondal** wife of Late Sambhu Nath Mondal, 10) **Shri Arun Mondal** son of Late Sambhunath Mondal, 11) **Shri Ajit Roy** son of Late Juthistir Roy, 12) **Shri Nimai Mondal** son of Late Panchu Gopal Mondal, 13) **Smt. Kanchan Mondal** wife of Late Panchu Gopal Mondal, 14) **Smt. Manu Mukherjee**, daughter of Late Panchu Gopal Mondal, 15) **Smt. Krishna Pramanik** daughter of Late Panchu Gopal Mondal, 16) **Smt. Rani Bala Mondal @ Rani Mondal** wife of Late Bijoy Mondal, 17) **Shri Ganesh Mondal** son of Late Bijoy Mondal, 18) **Shri Ramesh Mondal** son of Late Bijoy Mondal, 19) **Shri Paresh Mondal** son of Late Bijoy Mondal, 20) **Shri Sukhen Mondal** son of Late Bijoy Mondal, 21) **Smt. Annapurna Halder** wife of Late Becharam Halder, 22) **Shri Kamal Halder @ Kamal Kumar Halder** son of Late Becharam Halder, 23) **Shri Satish Halder @ Satish Chandra Halder** son of Late Becharam Halder, 24) **Shri Ratan Halder @ Ratan Chandra Halder** son of Late Becharam Halder, 25) **Smt. Rama Halder** daughter of Late Becharam Halder, 26) **Smt. Shyama Halder @ Shyama Mondal** daughter of Late Becharam Halder , 27) **Shri Samar Mondal @ Samar Nath Mondal** son of Late Kartick Chandra Mondal, 28) **Shri Swapan Mondal @ Swapan Kumar Mondal** son of Late Kartick Chandra Mondal, 29) **Shri Tapan Mondal** son of Late Kartick Chandra Mondal, 30) **Shri Raman Mondal** son of Late Kartick Chandra Mondal and 31) **Shri Ratan Mondal @ Ratan Kumar Mondal** son of Late Kartick Chandra Mondal jointly, became the absolute owners in respect of entire land admeasuring area about **139 Kattah 12 Chittak 27 Sft.** , more or less, situate lying at Mouza – Hariharpur, Pargana – Medanmalla, R. S. No. 185, Touji No. 250, J.L. No. 11, R.S. Dag Nos. 358, 362, 360, 361, 357, 359, 363, and 344 under R.S. Khatian Nos. 980 & 423, 611,323,324 & 526, 257, 8 corresponding to **L. R. Dag Nos. 358, 362, 360, 361, 357, 359, 363**, and **344** , P.S. - Baruipur, District South 24 Parganas, West Bengal under Hariharpur Gram Panchayet, by virtue of purchase, inheritance and succession as per details below:

MOUZA	R.S. DAG	LAND AREAS
HARIHARPUR	358	18Kattah 02Chittak 18Sqft
HARIHARPUR	362	16Kattah 05Chittak 16Sqft
HARIHARPUR	360	15Kattah 11Chittak 31Sqft

HARIHARPUR	361(P)	08Kattah 15Chittak 0Sqft
HARIHARPUR	357	28Kattah 04Chittak 06Sqft
HARIHARPUR	359	13Kattah 05Chittak 0Sqft
HARIHARPUR	363	23Kattah 0Chittak 22Sqft
HARIHARPUR	344 (P)	16Kattah 0Chittak 24Sqft
TOTAL :		139 Kattah 12 Chittak 27Sft.

AND WHEREAS the aforesaid owners while enjoying right, title, interest and possession in respect of their aforesaid schedule property measuring more or less **139 Kattah 12 Chattak 27 Square Feet**, sold conveyed and transferred their aforesaid entire share in the said land to **M/S. AGNI DEALCOM PRIVATE LIMITED & 89 OTHERS**, the Owners herein, in pursuance to sell by virtue of a 'Deed of Conveyance', which was registered in the office of A.R.A. - I, Kolkata on 31.05.2015, and duly recorded in Book no. -I, Volume No. 1905-2015, written in pages from 125450 to 126177 being Deed No. 5294 for the year 2015.

AND WHEREAS by virtue of aforesaid 'Deed of Conveyance' mentioned hereinbefore said **M/S. AGNI DEALCOM PRIVATE LIMITED & 89 OTHERS**, became, joint, owners, occupiers, seized and possessed of schedule property measuring **139 Kattah 12 Chittak 27 Square Feet** Situate lying at Mouza – Hariharpur, Pargana – Medanmalla, R. S. No. 185, Touji No. 250, J.L. No. 11, R.S. Dag Nos. 358, 362, 360, 361, 357, 359, 363, and 344 under R.S. Khatian Nos. 980 & 423, 611,323,324 & 526, 257, 8 corresponding to **L.R. Dag Nos. 358, 362, 360, 361, 357, 359, 363, and 344** and mutated their names with the authority of B. L. & L. R. O. under **L. R. Khatian Nos. 4831 to 4845, 4849 to 4881, 4884 to 4900, 4902 to 4906, 4910 to 4912, 4915 to 4923, 4927, 4929 to 4930, 4935 to 4939**, P.S. Baruipur, District South 24 Parganas, West Bengal under Hariharpur Gram Panchayet . And the said owners have been paying their Khajna before local B.L. & L.R.O. authority regularly.

AND WHEREAS the vendor is entitled to develop the said property and construct building/buildings on the said property.

AND WHEREAS said Vendor has decided to build and construct on the said property a building containing self contained residential apartments and other areas with the intention to sell and transfer the same to the intending purchasers.

AND WHEREAS the said Vendor has for the purpose of constructing the building on the said property obtained a building plan duly sanctioned from South24 Parganas Zila Parishad bearing **Plan no. 537/667/KMDA dated 22.03.2018.**

AND WHEREAS by an Agreement dated 09.12.2017, entered into between the Vendor and the Developer, the Vendors have granted the exclusive right of development in respect of the said property unto and in favour of the Developer herein for the consideration and subject to the terms and conditions contained and recorded in the said Agreement (hereinafter referred to as the '**JOINT DEVELOPMENT AGREEMENT**') and the said Development Agreement was duly registered at the Office of Additional Registrar of Assurances – I, Kolkata , recorded in Book No. I, CD Volume No. – 1901-2017, being Deed No. – 7842 for the year 2017 written in Page No. 269469 to 269586.

AND WHEREAS by and under the said Joint Development Agreement it has been agreed between the parties thereto that the Various Flats units apartments constructed spaces will be sold and transferred by the Developer and the total revenue accruing therefrom shall be shared between the Vendor and the Developer in the manner as provided for in the said Development Agreement.

AND WHEREAS Vendors have given a Registered Power of Attorney dated 09.12.2017, duly registered at the Office of Additional Registrar of Assurances – III, Kolkata , Kolkata, recorded in Book No. - IV, Volume No. 1903-2017, written in Page No. 184113 to 184185, being Deed No. - 6956 for the year 2017 unto and in favour of the Developer granting the several powers therein stated for smooth execution of the construction works in terms of the said Joint Venture Agreement.

AND WHEREAS the Vendor and Developer have jointly agreed to sell flats available to the respective purchasers /holders of the new building to be constructed by the said Developer. The rights of access to and from the respective flats of the said building to be purchased by the respective purchasers including the above named

purchaser from through and along the pathways and passages provided in lay out on the ground floor of the said Complex for better enjoyment, facilities and use and convenience of free ingress and egress from the main public Municipal Road up to the places of the said building in the said complex.

AND WHEREAS by and under the said Joint Development Agreement, it has been agreed between the parties hereto that the various flats, units, apartments, constructed spaces/areas will be sold and transferred by the Developer. the Developer will initially receive the all the amounts agreed to be paid by all the Purchasers and thereafter the Gross Revenue (as defined therein) are to be shared between the Developer and the Vendor in the ratio morefully and particularly mentioned in the said Joint Development Agreement. The Vendors shall also join the sale documents..

AND WHEREAS, the Vendor/Developer has caused a plan being **Plan no. 537/667/KMDA dated 22.03.2018** (hereinafter referred to as the said '**PLAN**') sanctioned by the authority concerned whereby the Developer has become entitled to undertake the development of the said premises by causing new buildings to be constructed at the said Premises comprising of various flats units apartments constructed spaces having a specific area of land dedicated to such building and also sanctioned car parking spaces.

AND WHEREAS the Vendor / Developer have obtained the final layout plan, sanctioned plan, specification and approvals for the project and also for the apartments from South24 Parganas Zila Parishad. The Developer agrees and undertakes that it shall not make any changes to these approved plans except in strict compliance with section 14 of the Act and other laws as applicable.

AND WHEREAS the Vendor/ Developer has registered the project under the provisions of the Act with the West Bengal Housing Industry Regulatory Authority at Kolkata on _____ under registration no. _____ .

AND WHEREAS the Purchaser/Purchaser had applied for an apartment in the Project and has been allotted **Unit/Apartment No. having Carpet Area of Square Feet**, on **.... Floor in Block No.** Together with right to park **One** motor car on the **Covered Car Parking Space** on the ground floor of the building premises, together with proportionate share in the common areas ("Common Area") as defined under clause (m) of section 2 of the Act (hereinafter referred to as the "Apartment" more particularly described in Second Schedule and the floor plan of the apartment is annexed hereto and marked in colour Red.

AND WHEREAS the Parties have gone through all the terms & conditions set out in this Agreement and understood the mutual rights and obligations detailed herein.

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

AND WHEREAS the Parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;

In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Developer hereby agrees to sell and the Purchaser hereby agrees to purchase the Apartment and the covered parking space.

NOW THEREFORE, in consideration of the mutual representation, covenants, assurances, promises and agreement contained herein and other good and valuable consideration, the parties agree as follows:

1. TERMS :

1.1 Subject to the terms & conditions as detailed in this Agreement, the Developer hereby agrees to sell to the Purchaser and the Purchaser hereby agrees to purchase , the Apartment as specified hereinabove.

1.2 The Total Price for the Apartment based on the carpet area is Rs.
(Rupees..... only) hereinafter referred to be as "**Total Price**" :-

Block No :	Rate of Apartment per square feet*
Flat/Unit/Apartment no. :	
Floor :	
Total Price (in Rupees)	-----

and

Garage/ covered parking - 1	Rs. (Rupees)
Total price (in Rupees)	-----

* taxes, maintenance charges as per Terms No. II etc., if/ as applicable.

Garage/ covered parking-1	Price for 1 (in Rs.)
Garage/ covered parking-2	Price for 2(in Rs.)
Total price (in Rupees)	-----

Explanation :

- (i) The Total Price above includes the booking amount paid by the Purchaser to the Developer towards the Apartment.
- (ii) The Total Price above includes Taxes (consisting of tax paid or payable by the Developer by way of G.S.T. and Cess or any other similar taxes which may be levied, in connection with the construction of the Project payable by the Developer, by whatever name called) upto the date of the handing over the possession of the Apartment to the Purchaser and the Project to the association of Purchaser 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(s) to the Developer shall be increased/ reduced based on such change/ modification.

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

- (iii) The Developer shall periodically intimate to the Purchaser (s), the amount payable as stated in (i) above and the Purchaser (s) shall make payment demanded by the Developer within the time and in the manner specified therein. In addition, the Developer shall provide to the Purchaser (s) the details of the taxes paid or demanded along with the Acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective;

- (iv) The Total Price of Apartment includes recovery of price of land, construction of, not only the Apartment but also, the common areas, internal development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity to the Apartment, lift, water line and plumbing, finishing with paint, marbles, tiles, doors, windows, fire detection and firefighting equipment in the common areas, maintenance charges as per Terms No.II etc. and includes cost for providing all other facilities, amenities and specification to be provided within the Apartment and the Project.

- 1.3 The Total Price is escalation free, save and except increases which the Purchaser (s) hereby agrees to pay, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority, from time to time. The Developer undertakes and agrees that while raising a demand on the Purchaser (s) for increase in development charges, cost/charges imposed by the competent authorities, the Developer shall enclose the said notification/ order/ rules/ regulations to that effect along with the demand letter being issued to the Purchaser (s), which shall only be applicable on subsequent payments:

Provided that if there is any new imposition or increase of any development charges after the expiry of the scheduled date of completion of the project as per registration with the Authority, which shall include the extension of registration, if any, granted to the said project by the Authority, as per the Act, the same shall not be charged from the Purchaser.

- 1.4 The Purchaser (s) shall make the payment as per the payment plan set out in FOURTH SCHEDULE (“Payment Plan”).
- 1.5 Before the date of possession of the said Flat/Unit/Apartment the Purchaser/s agrees and covenants:-
- a) To pay to the Developer, **M/s. Mirik Property Private Limited**, such amounts due and payable on account of the consideration as mentioned in FOURTH SCHEDULE hereto and the proportionate costs of all payments made for extra common facilities to be provided to all occupiers of the said Building. IT BEING EXPRESSLY AGREED that if in event of any addition and / or alteration being made which results in causing change and / or deviation of the sanctioned plan all costs charges and expenses for regularizing the same will be paid borne and discharged by the Developer and in addition to the above the Purchaser will be liable as hereinbefore stated to make payment of such amounts which may be required to be incurred for causing such additions and / or alterations.
 - b) To deposit amounts free of interest with the Developer and/or their nominee for the purpose and subject to the conditions mentioned herein
 - c) In addition to the aforesaid consideration the Purchaser has also agreed to pay to the Developer and/or their nominee various amounts more fully and particularly mentioned and described in the SEVENTH

SCHEDULE hereunder written and payment of such amounts shall be made at or before taking over possession of the said Flat/Unit/Apartment and in addition the Purchaser agreeing to make payment of the charges in respect of:

- d)** Charges for providing any additional work in or relating to the said Flat / Unit /Apartment at the request of the Purchaser and for providing any additional facilities or utility for the said Flat / Unit / Apartment, IT BEING EXPRESSLY AGREED THAT in the event of requiring the Developer to carry out any additional work into or upon the said Flat/Unit/Apartment intended to be acquired by the Purchaser the same will be done upon payment of the amount required to be incurred for carrying out such additional work to the said Vendor.
- e)** All betterment fees, taxes and other levies charges imposed by the government or any other authority relating to the said Premises and / or the said Flat / Unit / Apartment shall be paid and borne by the Purchaser proportionate to his/her/their interest therein and those relating only to the said Flat/Unit/Apartment shall be borne solely and exclusively by the Purchaser.
- f)** Proportionate share of any additional facility or amenity provided for in the said Complex/Building for the benefit of all the Flat/Unit/Apartment holders
- g)** It is agreed that the Developer shall not make any addition and alteration in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities described herein at THIRD SCHEDULE (which shall be in conformity with the advertisement, prospectus etc., on the basis of which sale is effected) in respect of the Apartment without the previous written consent of the Purchaser (s) as per the provisions of the Act:
- h)** Provided that the Developer may make such minor additions or alterations as may be required by the Purchaser (s), or such minor changes or alterations as per the provisions of the Act.
- i)** The Developer shall confirm to the final carpet areas that has been allotted the Purchaser after in construction of the building is complete and the completion certificate the granted by the competent authority, by furnishing details of the charges, if any in the carpet area. The Total Price payable for the carpet area shall be recalculated upon confirmation by the Developer. If there is reduction in the carpet area than the Developer shall refund the excess money paid by Purchaser within forty-five days with annual interest at the rate prescribed in the Rules, from the date when such an excess amount was paid by the Purchaser. If there is any increase in the carpet area, which is not more than two percent of the carpet area of the Apartment, allotted to the Purchaser, the Developer may demand that from the Purchaser as per the next milestone of the Payment Plan as provided in Fourth Schedule . The total Consideration Amount is based on tentative measurement of the Flat prior to granting possession of the Flat, accurate measurements will be taken and in case the variation, if any, is more or less than 2 % then, the final amount payable by the Purchasers will be determined in accordance with the rates which were prevailing on the date of this Agreement. Any additional amount payable by the Purchasers for any increase above 2% shall be paid by the Purchaser on or before taking possession of the Flat. Similarly, any amount refundable by the Vendor/

Developer for any decrease below 2% shall be refunded by the Vendor/ Developer or adjusted with any other dues of the Purchasers on or before possession of the Flat is taken by the Purchaser.

- j) It is hereby expressly agreed by and between the Parties hereto that the Consideration Amount agreed to be paid by the Purchaser to the Developer is based on the provisional estimate of the Carpet Area of the said Flat, as stated in the **SECOND SCHEDULE**, hereto, with such Carpet Area of the said Flat/Unit being subject to a variation (plus/minus) of 2% (Two Percent), as aforesaid.
- k) The Purchaser agrees and covenants not to claim any right or possession over and in respect of the said Flat/Unit/Apartment till such time the Purchaser has duly and within due time paid or deposited all the amounts herein agreed to be paid or deposited by the Purchaser.
- l) In the event the consideration exceeds the limit under section 194 – IA of the Income Tax Act, 1961, the Purchaser shall be entitled to deduct the Tax Deductible at Source (TDS) from the total consideration to be paid to the Developer and as and when paid. The Purchaser shall deposit the amount so deducted with the appropriate authority as per the said provisions and shall also issue a certificate to the Developer to that effect.
- m) The Purchaser acknowledge(s) that in terms of the Joint Venture Agreement, the Developer will initially receive the all the amounts agreed to be paid by all the Purchasers and thereafter the Gross Revenue (as defined therein) are to be shared between the Developer and the Vendor in the ratio morefully and particularly mentioned in the said Joint venture Agreement.
- n) Subject to para 9.3 the Developer agreed and acknowledges, the Purchaser shall have the right to the Apartment as mentioned below:
 - (i) The Purchaser (s) shall have exclusive ownership of the Apartment;
 - (ii) The Purchaser (s) shall also have undivided proportionate share in the common areas. Since the share/ interest of Purchaser (s) in the common areas is undivided and cannot be divided or separated, the Purchaser (s) shall use the common areas, along with other occupants and maintenance staff etc., without causing any inconvenience or hindrance to them. It is clarified that the Developer shall handover the common areas to the association of Purchaser after duly obtaining the completion certificate from the competent authority as provided in the Act;
 - (iii) That the computation of the price of the Apartment includes recovery of price of land, construction of, not only the Apartment but also, the common areas, internal development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity to the Apartment, lift, water line and plumbing, finishing with paint, marbles, tiles, doors, windows, fire detection and firefighting equipment in the common areas, maintenance charges as per para 11 etc. and includes cost for providing all other facilities, amenities and specification to be provided within the Apartment and the Project;
 - (iv) The Purchaser has the right to visit the Project site to assess the extent of development of the Project and his Apartment, as the case may be.

- 1.9 It is made clear by the Developer and the Purchaser agrees that the Flat/Apartment together with right to park **One** medium sized motor car on the **Covered Parking Space** shall be treated as a single indivisible unit for all purposes. It is clarified that Project's facilities and amenities shall be available only for use and enjoyment of the Purchaser (s) of the Project.
- 1.10 The Developer agrees to pay all outgoing/ dues before transferring the physical possession of the Apartment to the Purchaser (s) which it has collected from the Purchaser (s), for the payment of outgoing/dues (including land cost, ground rent, municipal or other local taxes, charges for water or electricity, maintenance charges, including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the Project). If the Developer fails to pay all or any of the outgoing/ dues collected by it from the Purchaser (s) or any liability, mortgage loan and interest thereon before transferring the Apartment to the Purchaser (s), the Developer agrees to be liable, even after the transfer of the property, to pay such outgoing/ dues and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefore by such authority or person.
- 1.11 The Purchaser has paid a sum of Rs.----- (Rupees----- only) as booking amount being part payment towards the Total Price of the Apartment at the time of application the receipt of which the Developer hereby acknowledges and the Purchaser hereby agrees to pay the remaining price of the Apartment as prescribed in the payment plan at Para No.1.4 above as may be demanded by the Developer within the time and manner specified therein.

Provided that if the Purchaser (s) delays in payment towards any amount which is payable, he shall be liable to pay interest @ 12% P. A. per annum on the amount remaining outstanding subject to what is provided hereinafter. The obligations of the Purchaser (s) to pay the amount and the liability towards interest as aforesaid may be reduced when mutually agreed to between the Developer and the Purchaser (s).

2. **MODE OF PAYMENT:**

Subject to the terms of the agreement and the Developer abiding by the construction milestones, the Purchaser shall make all payments, on written demand by the Developer, within the stipulated time as mentioned in the payment plan through Account Payee Cheque or online payment (as applicable) in favor of **M/S. NORTECH PROPERTY PRIVATE LIMITED** payable at Kolkata.

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

- 3.1 The Purchaser, if resides outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act,1999 ('FEMA'), Reserve Bank of India Act, 1934 ('RBI' Act) and the Rules and Regulation made thereunder or any statutory amendments or

modifications made thereof and all others applicable laws including that of remittance of payment, acquisition/ sale/ transfer of immovable properties in India etc. and provide the Developer with such permission, approval which would enable the Developer to fulfill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof and the Rules and Regulation of the Reserve Bank of India or any other applicable law. The Purchaser understands and agrees that in the event of any failure on his/ her part to comply with the applicable guidelines issued by the Reserve Bank of India, he/ she may be liable for any action under Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

- 3.2 In the event the Purchaser is a Person of Indian Origin and/or a Non-Resident Indian, the Purchaser confirm(s) that all remittances shall be made out of foreign exchange remitted to India through normal banking channel or out of funds held in the Non-Resident External(NRE)/Foreign Currency Non-Resident((FCNR)/FCNR Special Deposit account of the Purchaser with banks in India along with a declaration to the effect that the Purchaser shall use the said Flat/Unit for residential purpose only. In the event the Purchaser is a Non-Resident Indian, the Purchaser may also remit the money out of the funds held in the Non-Resident Ordinary (NRO) account of the Purchaser, subject to the same being accompanied by a certificate of the banker of the Purchaser as to the source of the same. All refunds, if any, even to Non-Resident Indians and/or Person of Indian origin, will be made in Indian Rupees.
- 3.3 The Developer accepts no responsibility in regard to matters specified in para 3.1 above. The Purchaser shall keep the Developer fully indemnified and harmless in this regards. Whenever there is any change in the residential status of the Purchaser subsequent to the signing of this Agreement, it shall be the sole responsibility of the Purchaser to intimate the same in writing to the Developers immediately and comply with necessary formalities if any, under the applicable laws. The Developer shall not be responsible towards any third party making payment/remittances on behalf of Purchaser and such third party shall not have any right in the application/allotment of the said Apartment apply for herein in any way and the Developer shall be issuing the payment receipts in favor of the Purchaser only.

4. **ADJUSTEMENT/ APPROPRIATION OF PAYMENTS:**

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

5. **TIME IS ESSENCE :**

The Developer shall abide by the time schedule for completing the Project as disclosed at the time of registration of the Project with the Authority and towards handing over the Apartment to the Purchaser and the common areas to the Association of Purchasers or the competent authority, as the case may be.

6. **CONSTRUCTION OF THE PROJECT/APARTMENT:**

The Purchaser has seen the proposed layout plan, specifications, amenities and facilities of the Apartment and accepted the floor plan, payment plan and the specification, amenities and facilities annexed along with this Agreement which has been approved by the competent authority, as represented by the Developer. The 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 Developer undertakes to strictly abide by such plans approved by the competent authorities and shall also strictly abide by the bye-laws, FAR, and density norms and provisions prescribed by the West Bengal Housing Industry Regulation Act, 2017 and shall not have an option to make any variation/ alteration/ modification in such plans, other than in the manner provided under the Act, and breach of this term by the Developer shall constitute a material breach of this Agreement.

The Vendor shall be entitled to acquire any contiguous or adjacent lands to the present project, in which event such acquired land will be amalgamated / joined / added with the existing land contained in the project at the discretion of the Vendor/ Developer and thereafter, the Vendor/ Developer shall be entitled to construct other building or buildings on such acquired land and the owners of the Apartment of such Buildings will also be entitled to the benefits of all the internal roads, driveways, passages, green areas, facilities, utilities and Common Portions of the Project and the Purchaser and the purchasers of the other flats in the existing project shall be deemed to have consented to the same.

The Owner and the Developer can make addition of the said project by way of (1) integrating/adding (notionally or actually) adjacent/other lands and premises (collectively **Other Property**) to the Said Project, (2) extending, modifying and realigning the extent, area, layout and location of the Said Project including the Common Portions thereof, (3) modifying the Sanctioned Plans (excluding the portion relating to the Said Flat), if necessary and (4) granting all forms of unfettered and perpetual proportionate right of ownership, use and easement over the Common Portions of the Said Project and the Said Premises to other intending buyers of Other Property (collectively **Other Property Owners**) as per prescribed norms of HIRA.

After completion of the Building(s) and subject to aforesaid, the Developer shall endeavor to obtain the completion certificate from the Kolkata Municipal Corporation and/or any Competent authority (hereinafter referred to as the '**COMPLETION CERTIFICATE**')

7. **POSSESSION OF THE APARTMENT:**

- 7.1 **Schedule for possession of the said Apartment of** – The Developer agrees and understands that timely delivery of possession of the Apartment to the Purchaser and the common areas to the Association of Purchasers or the competent authority, as the case may be, is the essence of the Agreement. The Developer assures to handover possession of the Apartment along with ready and complete common areas with all specifications, amenities and facilities of the Project in place on 31.12.2021 unless there is delay or failure

due to war, flood, drought, fire, cyclone earthquake or any other calamity caused by nature effecting the regular development of the real estate project ("*Force Majeure*"). If, however, the completion of Project is delayed due to the *Force Majeure* conditions then the Purchaser agrees that the Developer shall be entitled to the extension of time for delivery of possession of the Apartment.

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

7.2 **Procedure for taking possession-** The Developer, upon obtaining the Completion Certificate from the competent authority shall offer in writing the possession of the Apartment, to the Purchaser(s) in terms of this Agreement to be taken within 15 (Fifteen) days from the date of issue of Completion Certificate. Provided that, in the absence of local law, the conveyance deed in favor of the Purchaser shall be carried out by the Developer within three months from the date of issue of occupancy certificate. The Developer agrees and undertakes to indemnify the Purchaser(s) in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Developer. The Purchaser(s), after taking possession, agree(s) to pay the maintenance charges as determined by the Developer/ Association of Purchasers, as the case may be, after the issuance of completion certificate for the Project. The Developer shall handover the Completion certificate of the Apartment, as the case may be, to the Purchaser at the time of conveyance of the same.

7.3 From the Date of Deemed/ Physical Possession, the Purchaser shall be liable to and agree to pay and contribute the proportionate share of the common expenses and maintenance charges, multi-storied taxes and other taxes, and service charges and all other statutory outgoings payable presently or which may be imposed or levied in future in respect of the said Flat/Unit/Apartment and proportionately for the whole building and premises regularly and punctually whether actual physical possession of the said Flat/Unit/Apartment is taken or not by the Purchaser

7.4 **Failure of Purchaser to take possession of Apartment** - Upon receiving a written intimation from the Developer as per Para 7.2 above, the Purchaser(s) shall take possession of the Apartment from the Developer by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement and the Developer shall give possession of the Apartment to the Purchaser(s). In case the Purchaser(s) fails to take possession within the time provided as per Para 7.2 above, such Purchaser shall continue to be liable to pay maintenance charges as specified under Para 7.2 above.

7.5 Possession by the Purchaser- After obtaining the Completion certificate and handing over physical possession of the Apartment to the Purchaser, it shall be the responsibility of the Developer to handover the necessary documents and plan, including common areas to the Association of Purchasers or the competent authority, as the case may be, as per the local laws:

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

7.6 Cancellation by Purchaser- The Purchaser(s) shall have the right to cancel/withdraw his allotment in the Project as provided in the Act:

Provided that where the Purchaser(s) proposes to cancel/withdraw from the Project without any fault of the Developer, the Developer herein is entitled to forfeit the booking amount paid for the allotment. The balance amount of money paid by the Purchaser(s) shall be returned by the Developer to the Purchaser(s) within forty-five days of such cancellation.

7.7 Compensation – The Developer shall compensate the Purchaser in case of any loss, caused to him due to defective title of the land, on which the Project is being developed or has been developed, in the manner as provided under the Act and the claim for the 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 Developer fails to complete or is unable to give possession of the said Apartment (i) in accordance with the terms of this Agreement, duly completed by the date specified in Para 7.1 above; or (ii) due to discontinuance of his business as a developer on account of suspension or revocation or expiry of the registration under the provisions of the Act; or for any other reason; the Developer shall be liable, on demand to the Purchaser, in case the Purchaser wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by him in respect of the Apartment, with interest including compensation in the manner as provided under the Act within forty-five days of it becoming due:

Provided that where if the Purchaser does not intent to withdraw from the Project the Developer shall pay the Purchaser interest for every month of delay @ 12% Per annum, till the handing over of the possession of the Apartment, which shall be paid by the Developer to the Purchaser within forty-five days of it becoming due.

8. **REPRESENTATIONS AND WARRANTIES OF THE VENDOR/DEVELOPER :**

The Developer hereby represents and warrants to the Purchaser(s) as follows:

- (i) The Developer has absolute, clear and marketable title with respect to the said Land and the requisite rights to carry out development upon the said Land and absolute, actual, physical and legal possession of the said Land for the Project;
- (ii) The Developer has lawful rights and requisite approvals from the competent authorities to carry out development of the Project;
- (iii) There are no encumbrances upon the said Land or the Project;
- (iv) There are no litigations pending before any Court of law or Authority with respect to the said Land, Project or the Unit;
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and Unit are valid and subsisting and have been obtained by following due process of law. Further, the Developer has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, Unit and common areas;
- (vi) The 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(s) created herein, may prejudicially be affected;
- (vii) The Developer has not entered into any agreement for sale or any other agreement / arrangement with any person or party with respect to the said Land, including the Project and the said Unit which will, in any manner, affect the rights of Purchaser(s) under this Agreement;
- (viii) The Developer confirms that the Developer is not restricted in any manner whatsoever from selling the said Unit to the Purchaser(s) in the manner contemplated in this Agreement;
- (ix) At the time of execution of the conveyance deed the Developer shall handover lawful, vacant, peaceful, physical possession of the Unit to the Purchaser(s) and the common areas to the Maintenance Society;
- (x) The Schedule Property is not the subject matters of any HUF and that no part thereof is owned by any minor and /or no minor has any right, title and claim over the Schedule Property;
- (xi) The Developer has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said Project to the competent authorities till the completion certificate has been issued and possession of the Apartment along with common areas (equipped with all the specifications, amenities and facilities) has been handed over to the Purchaser and the Association of Purchasers or the competent authority, as the case may be;
- (xii) No notice from the Government or any other local body or authority or any legislative enactment, government order, notification (including any notice for acquisition or requisition of the said property) has been received by or served upon the Developer in respect of the said Land and/or the Project.

9. EVENTS OF DEFAULTS AND CONSEQUENCES :

9.1 Subject to the Force Majeure clause, the Developer shall be considered under a condition of default, in the following events:-

- (i) The Developer fails to provide ready to move in possession of the Apartment /Flat to the Purchaser(s) within the time period specified in Para 7.1 above in this Agreement or fails to complete the Project within the stipulated time disclosed at the time of registration of the Project with the Authority.
- (ii) Discontinuance of the Developer's business as a developer on account of suspension or revocation of his registration under the provisions of the Act or the rules or regulations made thereunder.

9.2 In case of default by the Developer under the conditions listed above, Purchaser(s) is entitled to the following:-

- (i) Stop making further payments to the Developer as demanded by the Developer. If the Purchaser(s) stops making payments, the Developer shall correct the situation by completing the construction milestones and only thereafter the Purchaser(s) be required to make the next payment without any interest; or
- (ii) The Purchaser(s) shall have the option of terminating the Agreement in which case the Developer shall be liable to refund the entire money paid by the Purchaser(s) under any head whatsoever towards the purchase of the Apartment, along with interest within forty-five days of receiving the termination notice.
- (iii) If for any reason whatsoever (save force majeure), the Developer is unable to complete the said Flat and the Properties appurtenant at or before the completion date then and in that event if Purchaser(s) does not intend to withdraw from the Project or terminate the Agreement, the Developer shall be liable and does agree to pay to the Purchasers interest to be calculated at the rate of 12% per annum on the amounts paid by the Purchasers till then as per Section 9 of the West Bengal Building (Regulation of Promotion of Construction and Transfer by Promoters) Act, 1993. This compensation is subject however to the Purchaser paying, performing, and observing all the terms and conditions on its part to be performed and observed and paying all the amounts to be paid within time stipulated for payments thereof in terms of this Agreement.

9.3 The Purchaser(s) shall be considered under a condition of default, on the occurrence of the following events:

- (i) In case the Purchaser(s) fails to make payments for two consecutive demands made by the Developer as per the payment plan stated above, despite having been issued notice in that regard, the Purchaser(s) shall be liable to pay interest @ 12% Per Annum to the Developer on the unpaid amount .
- (ii) In case of default by Purchaser under the conditions listed above continues for a period beyond three consecutive months after notice from the Developer in this regard, the Developer may cancel the allotment of the Apartment in favour of the Purchaser(s) and refund the money paid to him by the Purchaser(s) by deducting the booking amount and the interest liabilities and this Agreement shall thereupon stand terminated:

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

10. **CONVEYANCE OF THE SAID APARTMENT :**

The Developer, on receipt of Total Price of the Apartment as per Para 1.2 under the Agreement from the Purchaser shall execute a conveyance deed and convey the title of the Apartment together with proportionate indivisible share in common areas within three months from the date of issuance of the occupancy certificate and/ or the completion certificate, as the case may be, to the Purchaser:

Provided that, in absence of local law, the conveyance deed in favour of the Purchaser shall be carried out by the Developer within three months from the date of issue of Completion certificate.

However, in case the Purchaser(s) fails to deposit the stamp duty, registration charges within the period mentioned in the demand notice, letter, the Purchaser(s) authorizes the Developer to withhold registration of the conveyance deed in his/her favour till payment of stamp duty and registration charges to the Developer is made by the Purchaser(s).

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

The Developer shall be responsible for providing and maintaining the essential services in the Project, till the taking over of the maintenance of the Project by the Association of Purchasers upon the issuance of the completion certificate of the Project.

12. **DEFECT LIABILITY :**

It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Developer as per this Agreement relating to such development is brought to the notice of the Developer within a period of five years by the Purchaser from the date of handing over possession, it shall be the duty of the Developer to rectify such defects without further charge, within thirty days, and in the event of Developer's failure to rectify such defects within such time, the aggrieved Purchaser(s) shall be entitled to receive appropriate compensation in the manner as provided under the Act.

13. **RIGHT TO ENTER THE APARTMENT FOR REPAIRS:**

The Developer/ Association of Purchasers shall have rights of unrestricted access of all common areas, garages/covered parking and parking spaces for providing necessary maintenance services and the Purchaser(s) agrees to permit the Developer/ Association of Purchasers to enter into the Apartment or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.

14. **USAGE:**

Use of Basement(s) and service areas:- The basement and service areas, if any, as located within the Project, shall be earmarked for purposes such as parking spaces and services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, fire fighting pumps and equipment's etc. and other permitted uses as per sanctioned plans. The Purchaser(s) shall not be permitted to use the services areas and the basements in any manner whatsoever, other than those earmarked as parking spaces, and the same shall be reserved for used by the Association of Purchasers for rendering maintenance services.

15. **COMPLIANCE WITH RESPECT TO THE APARTMENT:**

15.1 Subject to Para 12 above, the Purchaser(s) shall, after taking possession, be solely responsible to maintain the said Apartment at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the said building Apartment, or the staircases, lifts, common passages, corridors, circulation areas, atrium or compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the said Apartment, and keep the said Apartment, its walls and partitions, sewers, drains, pipes and appurtenances thereto or belonging thereto in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the building is not in any way damaged or jeopardized.

15.2 The Purchaser further undertakes, assures and grantees that he/ she would not put any sign-board/ name-plate, neon light, publicity material or advertisement material etc. on the façade of the building or anywhere on the exterior of the Project, building therein or common areas. The Purchaser also not change the color scheme of outer wall or painting of the exterior side of windows or carry out any change in the exterior elevation or design. Further the Purchaser shall store any hazardous or combustible goods in the Apartment or place any heavy material in the common passages or staircase of the building. The Purchaser shall also not remove any wall, including the outer and load wall of the Apartment.

15.3 The Purchaser shall plan and distribute its electric load in conformity with the electric systems installed by the Developer and thereafter the Association of Purchasers and/or maintenance agency appointed by the Maintenance Society. The Purchaser shall be responsive for any loss or damages arising out of breach of any of the aforesaid conditions.

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

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

17. **ADDITIONAL CONSTRUCTIONS:**

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

18. **DEVELOPER SHALL NOT MORTGAGE OR CREATE A CHARGE:**

After the Developer executes this Agreement he shall not mortgage or create a charge on the said Apartment 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 for charge shall not affect the right and interest of the Purchaser(s) who has taken or agreed to take such Apartment.

19. **APARTMENT OWNERSHIP ACT (OR THE RELEVANT STATE ACT):**

The Developer has assured the Purchasers that the project in its entirety is in accordance with the provisions of the West Bengal Housing Industry Regulation Act, 2017. The Developer showing compliance of various laws/ regulations as applicable in Regulation made under the West Bengal Housing Industry Regulation Act, 2017.

20. **BINDING EFFECT :**

Forwarding this Agreement to the Purchaser(s) by the Developer does not create a binding obligation on the part of the Developer or the Purchaser(s) until, firstly, the Purchaser(s) signs and delivers this Agreement with all the Schedules along with the payments due as stipulated in this payment plan within thirty days from the date of receipt by the Purchaser(s) and secondly, appears for registration of the same before the concerned Additional Registrar of assurances – I and/or any other Registering Authority, Kolkata as and when intimated by the Developer. If the Purchaser(s) fails to execute and deliver to the Developer this Agreement within 30 (thirty) days from the date of its receipt by the Purchaser(s) and/or appear before the Sub-Registrar for its registration as and when intimated by the Developer, then the Developer shall serve a notice to the Purchaser(s) for rectifying the default, which if not rectified within 30 (thirty) days from the date of its receipt by the Purchaser(s), application of the Purchaser shall be treated as cancelled and all sums deposited by the Purchaser(s) in connection therewith including the booking amount shall be returned to the Purchaser(s) 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, 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 PURCHASER/ SUBSEQUENT PURCHASERS:**

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

24. **WAIVER NOT A LIMITATION TO ENFORCE:**

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

24.2 Failure on 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 the Act or the Rules and Regulations made thereunder or the applicable law, as the case may be, and 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(s) has to make any payment, in common with other Purchasers in the Project, the same shall be the proportion which the carpet area of the Apartment bears to the total carpet area of all the Apartments in the Project.

27. **FURTHER ASSURANCES:**

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

contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

28. PLACE OF EXECUTION :

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

29. NOTICES:

All the notices to be served on the Purchaser and the Developer as contemplated by this Agreement shall be deemed to have been duly served if sent to the Purchaser or the Developer by registered post at their respective addresses specified below:-

M/s. Mirik property Private Limited	Purchaser(s) name
Address : 17/1, Lansdowne Terrace, Kolkata – 700 026.	Address.....

It shall be the duty of the Parties to inform each other of any changes subsequent to the execution of this Agreement in the above address by registered post failing which all communications and letters posted at the above address shall be deemed to have been received by the Developer or the Purchaser(s), as the case maybe.

30. JOINT PURCHASER:

That in case there are Joint Purchasers all communications shall be sent by the Developer to the Purchaser whose name appears first and at the address given by him/her which shall for all intents and purposes to consider as properly served on all the Purchaser(s).

31. SAVINGS:

Any application, letter, allotment letter or any other document signed by the Purchaser, in respect of the apartment, prior to the execution and registration of the agreement for sale for such apartment, shall not be

construed to limit the rights and interests of the Purchaser or the Developer under the agreement for sale, under the Act, 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, rules and regulations made thereunder including other applicable laws of India for the time being in force.

33. DISPUTE RESOLUTION :

All or any dispute arising out of 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 discussions, between the Parties, failing which the dispute shall be settled in the manner as provided under the Act.

33. HOUSE RULES/USER AND OTHER OBLIGATION

33.1 Upon full payment of all the amounts the Purchaser shall be put in possession of the said Flat/Unit/Apartment.

33.2 As from the date of possession of the said Flat/Unit/Apartment the Purchaser agree and covenant with the Vendor/ Developer / Other Flat Purchasers in possession of their respective flats -

- (a) To co-operate with the other co-purchasers and the parties of the Vendor/Developer in the management and maintenance of the said New Building.
- (b) To observe the rules framed from time to time by the Vendor/Developer and upon the formation of the Holding Organization and taking over the management by such Holding Organization.
- (c) To use the said Flat / Unit/Apartment exclusively for residential purposes and not for any commercial purposes and also not for illegal and / or immoral purposes.
- (d) To allow the Vendor/ Developer with or without workmen to enter into the said / Flat Unit/Apartment for the purpose of maintenance and repairs but only with 48 hours prior notice in writing to the Purchaser.
- (e) To pay and bear the common expenses and other outgoings and expenses since the date of possession and also the rates and taxes for the said Flat/Unit/Apartment and proportionately for the building containing the flat and / or common parts/areas and wholly for the said Flat/Unit/Apartment and /or to make deposits on account thereof in the manner mentioned hereunder to the Developer and upon the formation of the Holding Association to such Holding Organization. Such amount shall be deemed to be due and payable on and from the date of possession (with the completion of the sale) whether physical possession of the said Flat/Unit/Apartment has been taken or not by the Purchaser. The said amounts shall be paid by the Purchaser without raising any objection thereto regularly and punctually within 72 hours to the Developer and upon formation of the Holding Organization to such Holding Organization.
- (f) To deposit the amounts reasonably required with the Developer and upon the formation of the Holding Organization with such Holding Organization towards the liability for rates and taxes and other outgoings.

- (g) To pay charges for electricity in relation to the said Flat/Unit/Apartment wholly and the common parts proportionately relating to the common parts.
- (h) Not to divide or subdivide the said Flat/Unit/Apartment and / or the parking Space, if allotted or any portion thereof.
- (i) Not to do anything or prevent the Vendor/ Developer from making further or additional legal constructions within 8 A.M. to 6 P.M. within any working day notwithstanding any temporary disruption in the Purchaser's enjoyment of the said Flat / Unit / Apartment.
- (j) To carry out at the Purchaser's cost, internal repairs and maintain the said flat in the same condition and order in which it is delivered to the Purchaser by the Developer, The Purchaser shall not do or suffer to be done anything in or to the flat or the building containing the flat which may be contrary to the rules and regulations of the concerned authorities. In the event of the Purchaser committing any act in contravention of the above provisions, the Purchaser shall be liable for the consequences thereof to the authorities and also to the Association. To maintain or remain responsible for the structural stability of the said Flat/Unit/Apartment and not to do anything which can affect the structural stability of the building.
- (k) Not to do or cause anything to be done in or around the said Flat/Unit/Apartment which may cause or tend to cause or tantamount to cause or effect any damage to any flooring or ceiling of the said Flat/Unit/Apartment or adjacent to the said Flat /Unit / Apartment or in any manner interfere with the use and rights and enjoyment thereof or any open passages or amenities available for common use.
- (l) Not to damage demolish or cause to be damaged or demolished the said Flat / Unit / Apartment or any part thereof or the fittings and fixtures affixed thereto.
- (m) Not to close or permit the closing of verandahs or lounges or balconies and lobbies and common parts and also not to alter or permit any alteration in the elevation and outside colour scheme of the exposed walls of the verandahs lounge or any external walls or the fences of external doors and windows including grills of the said Flat/Unit/Apartment which in the opinion of the Developer differs from the colour scheme of the building or deviation or which in the opinion of them may affect the elevation in respect of the exterior walls of the said building.
- (n) Not to install grills, the design of which have not been suggested and approved by the Architect.
- (o) Not to do or permit to be done any act or thing which may render void or make voidable any insurance in respect of the said Flat/Unit/Apartment or any part of the said building or cause increased premium to be payable in respect thereof, if the building is insured.
- (p) Not to make in the said Flat/Unit/Apartment any structural additional and/or alterations such as beams columns partition walls etc or improvements of a permanent nature except with the prior approval in writing of the Developer and with the sanction of the authorities concerned as and when required.
- (q) Not to use the said Flat/Unit/Apartment or permit the same to be used for any purposes except for residential and lawful purposes and shall not use for the purpose which may or is likely to cause nuisance or annoyance to co-purchasers/occupiers of the other portions of the said building or buildings or to the owners and occupiers of the neighboring premises or for any illegal or immoral purpose whatsoever.

- (r) Similarly shall not keep in the parking place anything other than private motor car or motor cycle and shall not raise or put up any kutcha or pucca constructions grided wall or enclosure thereon or part thereof and shall keep it always open as before. Dwelling or staying of any person or blocking by putting any articles shall not be permitted.
- (s) Not to use or permit to be used the allocated car parking space for any other purpose whatsoever other than parking of its own car/cars.
- (t) Not to park any car, vehicle on the pathway or open spaces of the building or at any other place except the space allotted to Purchaser and shall use the pathways as would be decided by the Vendor and not to restrict the full and unrestricted enjoyment of the easements to any other owner/ occupier of the apartment and/or Car Parking Space.
- (u) To abide by such building rules and regulations as may be made applicable by the Vendor before the formation of the Holding Organization and after the Holding Organization is incorporated to comply with and / or adhere to the building rules and regulations of such holding organization.
- (v) Not to use the Flat or an part or portion thereof for any political meeting nor for any dangerous noxious or offensive trade or business.
- (w) It is clarified and expressly agreed and understood that the Developer is and shall be entitled to any unconsumed and/or extra and/or additional floor area ratio which is and/or which may be made available and/or sanctioned in accordance with the building rules of the **South 24 Parganas Zila Parishad, Baruipur Panchayet Samiti , Hariharpur Gram Panchayet, Kolkata Municipal Corporation** and/or applicable laws(hereinafter referred to as the "ADDITIONAL FAR") and/or in pursuance of the Project/Building(s) being designated as a Green Building, whereupon the Developer shall be entitled and would be well within its right, at its sole and absolute discretion, to alter, modify, amend the Plan and to undertake any further and/or additional construction(s) at the said Premises including constructing further upper floor above the topmost floor as it presently stands sanctioned (as a consequence whereof such floor may not remain as the topmost floor of the concerned Building(s) in accordance with the plan which has been/may be sanctioned by the authorities concerned and the Purchaser hereby consent(s) to the same, and the Developer shall be entitled to connect such further and/or additional construction(s) with the existing utilities at the Project/Building(s) including all the Common Areas And Facilities as also the staircases, lifts, entrances, sewerage, drains and other notwithstanding any temporary disruption caused in the use and/or enjoyment of the said Apartment and/or Car parking Space, and each of such further construction shall absolutely belong to the Developer who shall be entitled to deal with the same in such manner as the Developer may deem fit and proper and the Purchaser hereby agree(s) and undertake(s) not to do any act, deed or thing which may prevent the Developer from undertaking construction of and/or dealing with or otherwise transferring the aforesaid.
- (x) Not to permit any sale by auction or public meeting or exhibition or display to be held upon the flat nor to permit or suffered to be done into or upon the said Flat or any part thereof any act or thing which is illegal or immoral or which shall or may be or become a nuisance, damage, unreasonable annoyance or unreasonable inconvenience to the other owners and/or occupiers or as a Boarding House, Club House, Nursing Home,

Amusement or Entertainment Centre, Eating or Catering Place, Dispensary or a Meeting Place or for any commercial or industrial activities whatsoever.

(y) **HOUSE RULES** :

- (1) The lobbies, entrances and stairways of the Building shall not be obstructed or used for any purpose other than ingress to and egress from the Flat/Unit/Apartment in the Building.
- (2) Children shall not play in the public halls, stairways or elevators and shall not be permitted in the service elevators of the Building.
- (3) No Purchaser shall make or permit any disturbing noises in the Building or do or permit anything to be done therein which will interfere with the rights, comfort or convenience of other occupiers. No Occupier shall play upon or suffer to be played upon musical instrument or permit to be operated a phonograph or radio or television loud speaker in the apartment if the same shall disturb or annoy other occupants of the building. No Purchaser/Occupier shall give vocal or instrumental instruction at any time in order to reduce sound emanating from a Flat/Unit/Apartment.
- (4) The Owner shall keep such Flat/Unit/Apartment in a good state of preservation and cleanliness and shall not throw or permit to be thrown there from or from the doors, windows, terraces, balconies thereof any dirt or other substances.
- (5) No article shall be allowed to be placed in the halls or on the staircase landings or fire towers nor shall anything be hung or shaken from the floor, windows, terraces or balconies or place upon the window sills of the Building. No fences or partitions shall be placed or affixed to any terrace without the prior approval of the Vendor.
- (6) No shades awnings, window guards, ventilators or air conditioning devices shall be used in or about the Building excepting such as shall have been approved by the Vendor.
- (7) Neither any sign, notice or advertisement shall be inscribed or exposed on or at a window or other part of the building except such as shall have been approved by the Vendor nor shall anything be projected out of any window of the Building without similar approval.
- (8) Water-closets and other water apparatus in the Building shall neither be used for any purpose other than those for which they were constructed nor shall any sweepings, rubbish, rags or any other article be thrown into the same. Any damage resulting from misuse of water-closets or apparatus shall be paid for by the Flat/Unit/Apartment-owner in whose apartment it shall have been caused.
- (9) No bird or animal shall be kept or harboured in the common areas of the Building.
- (10) Not to slaughter or permit to be slaughtered any animal and/or bird nor do any act deed or thing which may hurt or injure the sentiments of the other owners and/or occupiers of the said residential complex
- (11) No radio or television aerial shall be attached to or hung from the exterior of the building.
- (12) Garbage and refuse from the apartments shall be deposited in such place only in the Building and at such time and in such manner as the superintendent of the Building may direct.

(13) No vehicle belonging to a Purchaser or to a member of the family or guest, sub-tenant or employee of a lessee shall be parked in the open space or in such manner as to impede or prevent ready access to the entrance of the Building by another vehicle.

(14) These house rules may be added to, amended or repealed at any time by the Developer and after formation, by the Society / Association.

33.3 Until formation of such Holding Organization, the Developer shall manage and maintain the said building and the common parts thereof.

33.4 The Purchaser hereby agrees that:

- (a) The Purchaser shall pay regularly and punctually within 7th day of every month, the common expenses as described in the SIXTH SCHEDULE hereunder written at such rate as may be decided, determined and apportioned by the Developer to be payable from the date of possession to the Developer and upon formation and transfer of management of the building to the Holding Organization such payments are required to be made without any abatement or demand.
- (b) The proportionate rate payable by the Purchaser for the common expenses shall be decided by the Developer from time to time and the Purchaser shall be liable to pay all such expenses wholly if it relates to the Purchaser's Flat/Unit/Apartment only and proportionately for the building as a whole. The statement of account of the apportionment of the charges as prepared by the Developer shall be conclusive and final. The Purchaser shall not be entitled to dispute or question the same provided that the billing is reasonable. After the formation of the Holding Organization the Purchaser shall pay such amounts for the aforesaid purpose as may be fixed and determined by the Holding Organization.
- (c) So long as each Flat/Unit/Apartment in the said Premises shall not be separately mutated and separated the Purchaser shall pay the proportionate share of all rates and taxes assessed on the whole premises including the charges for loss of electricity while in transmission to the Developer from the date of possession. Such proportion is to be determined by the Developer on the basis of the area of such Flat/Unit/Apartment in the said Building.
- (d) If the Purchaser fails to pay the aforesaid expenses or part thereof within time as aforesaid the Purchaser shall be liable to pay interest at the rate of 12% per annum on amount outstanding and further that if such default remains unpaid for sixty days, the Developer or upon formation of Holding Organization, Such Holding Organization shall be at liberty to disconnect and / or suspend all common services attached to the Purchaser's Flat/Unit/Apartment such as water supply, electricity connection, use of lifts, central antenna, etc. till such dues with interest are paid and shall also be liable to pay the common expenses for such suspension period as well as reconnection charges.

34. HOLDING ORGANISATION – MAINTENANCE CHARGES

34.1 Immediately upon completion of the said New Building or soon thereafter the Developer shall cause a Holding Organization, which may be a Syndicate, Association, Facility Management Company, Company, Society or

Committee of the Flat/Unit/Apartment Owners (hereinafter referred to as the HOLDING ORGANISATION) as per Section 10 of the West Bengal (Regulation of Promotion of Construction and Transfer by Promoters) Act, 1993 with such rules and regulations as shall be determined by the Advocates and Solicitors, Vendor/ Developer and such Holding Organization will take control and will be entitled to hold the common parts and portions including the installations in the said new building and shall be responsible for rendition of common services (such common services more fully and particularly mentioned and described in the THIRD SCHEDULE hereunder written) and the Purchaser has agreed to become a member of such Holding Organization and in any event this Agreement shall be treated as the consent of the Purchaser to become a member of such Holding Organization and will be bound by the Rules and Regulations as may be framed by such Holding Organization.

34.2 Until such time such Holding Organization is incorporated and/or formed , the Purchasers shall remain liable to make payment of the Maintenance Charges to the Developer or to any person who may be authorized by them and in the event of the Developer deciding to entrust the Maintenance of the common parts and portions and rendition of common services to any Facility Management Company (hereinafter referred to as the FMC) Developer shall be entitled to do so and the Purchaser shall be liable and agrees to make payment of the Maintenance Charges to the FMC and Service Tax, GST, or any other Govt. Levy, if any, etc. as applicable.

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

34.4 The Purchaser consents that only the Vendor/Developer shall be entitled to constitute such Holding Organization with such terms and conditions as the Vendor/Developer may think fit and proper and the Purchaser agrees to abide by such rules and regulations.

34.5 The Purchaser shall regularly and punctually make payment of the maintenance charges as may be determined by the Holding Organization and until such time such Holding Organization is formed the Purchaser shall be liable and agrees to make payment of such maintenance charges month by month and every month regularly and punctually to the Developer without raising any objection whatsoever or howsoever.

34.6 The Purchaser acknowledges that payment of the said maintenance charges is essential for maintaining the decency of the said new building and also for the purpose of rendition of common services and in the event of there being any default on the part of the Purchaser to make payment of such maintenance charges, though it may amount to contractual imbalance Vendor/ Developer and upon formation of such Holding Organization, the Holding Organization shall be at liberty to disconnect and / or suspend all common services attached to the Purchaser's Flat/Unit/Apartment such as water supply, electricity connection, use of lifts, central antenna etc. till such dues with interest are paid and shall also be liable to pay the common expenses for such suspension period as well as reconnection charges.

34.7 That it is agreed, declared and undertaken by the Purchaser that in the event of the Purchaser having taken deemed possession, he is liable to pay maintenance charges as stated in clause 9.3 mentioned hereinabove. It is

further agreed, declared and undertaken by the Purchaser that in the event of non-payment of maintenance charges continuing beyond the complete usage of security maintenance deposit, the Purchaser shall be liable to pay "HOLDING CHARGES" to the Vendor/ Developer (in case till such time the HOLDING ORGANIZATION has not been formed), or to the HOLDING ORGANIZATION (in case it is formed thereon) of Rs. 2000/- (Rupees Two Thousand only) per month, till the payment of maintenance charges are regularized and brought upto date.

35. ASSOCIATION FUND

It has been agreed between the Vendor/ Developer and the Purchaser that the decency of the building is to be maintained and taking into account the kind of construction and for the aforesaid purpose it has been agreed to have a Association Fund to be created for the purpose of meeting day to day maintenance charges as well as the capital expenses and other incidentals thereto which may be necessary from time to time in respect of the said building. The Purchaser shall keep deposited the amount in respect of Association Fund, as stated in the SEVENTH SCHEDULE hereunder, with the Developer and the said Association Fund money shall not bear any interest and the said amount will be transferred by the Vendor/ Developer to the Association, once it is formed, after adjusting unpaid maintenance charges and other charges, if any.

36. DOCUMENTAITON AND PROFESSIONAL CHARGES

36.1 Mr. Sanjay Kumar Jain, Advocate of 9, Old China Bazar Street, Kolkata-700 001, has prepared this Agreement and shall draw all papers, documents and drafts required for and / or in connection with the various common purposes relating to the said building and formation of the Holding Organization as envisaged herein and such documents containing covenants to be observed on the part of the parties hereto as in the sole discretion of the said Advocate be determined to be reasonable and the costs and expenses of the same shall be borne and paid by the Purchaser proportionately with the other Flat/Unit/Apartment owners and such costs and expenses shall be paid by the purchaser before taking physical possession of the said Flat/Unit/Apartment, the Purchaser despite his/her/its obligations to pay the remuneration and fees to the said Advocate shall be at liberty to consult any other lawyer/advocate for any independent advice PROVIDED HOWEVER such consultation for independent advice will not absolve the Purchaser of his/her/its liability to pay the remuneration as herein provided to Mr. Sanjay Kumar Jain. The fees and / or legal charges of the Advocates for preparation of this Agreement and the Sale Deed to be executed in pursuance hereof which shall be Rs. 10,000/- (Rupees ten Thousand Only) out of which Rs. 5,000/- (Rupees Five Thousand Only) shall be paid by the Purchaser to the Advocates by Account Payee cheques on or before the execution hereof and the balance Rs. 5,000/- (Rupees Five Thousand Only) on the deemed date for possession or the date of execution of the Deed of Conveyance in respect of the said Unit, whichever be earlier.

- 36.2** The Stamp Duty, registration charges and incidental expenses for and / or in relation to execution and registration of the Deed of Conveyance in respect of the said Flat/Unit/Apartment and for obtaining approval and consents necessary for such transfer and also any other assurances deeds required to be made for or in relation thereto shall be borne and paid by the Purchaser.
- 36.3** In case Vendor/ Developer fails and / or neglect to execute and register necessary Deed of Conveyance in favour of the Purchaser or its nominee/s then the Purchaser will be entitled to specific performance and other reliefs subject to payment of entire consideration money.

37. THE FIRST SCHEDULE ABOVE REFERRED TO

38. (THE SAID PREMISES)

39.

40. ALL THAT PIECE AND PARCEL of demarcated land measuring more or less **139Kattah 12Chittak 27Sqft** appertaining to **R.S. Dag No. 358, 362, 360, 361, 357, 359, 363 and 344** under R.S Khatian no. 980 & 423, 611, 323, 324 & 526, 257, 8 corresponding to L.R. Dag No- 358, 362, 360, 361, 357, 359, 363 and 344 under **L. R. Khatian Nos. 4831 to 4845, 4849 to 4881, 4884 to 4900, 4902 to 4906, 4910 to 4912, 4915 to 4923, 4927, 4929 to 4930, 4935 to 4939** situated within **Mouza - Hariharpur**, Pargana - Medanmalla R.S. No-185, Touji No-250, J. L. No. - 11, **Police Station - Baruipur**, under **Hariharpur Gram Panchayet – 700 144**, District-24 Parganas (South), West Bengal as per details below :-

41.

42.

43. together with all easement rights including all rights, title, interest, possession, claim, demand, profits, easement rights, quasi-easement, appurtenances, appendages and right ways, water connection, telephones lines, sewer, drain, surface and/or overhead/beneath of the soil and more fully shown in the copy of annexed plan delineated in the **“RED VERGE”** which is butted and bounded as follows:-

44.

45. **ON THE NORTH** : 22 Ft. Wide Hariharpur Main Road.

46. **ON THE SOUTH** : Land of R.S. Dag Number - 356 and Land of Mouza –

47. Mehemedan Malla

48. **ON THE EAST** : Land of R.S. Dag Number – 361,367,366,365,364 and Land

49. of Mouza – Mehemedan Malla

50. ON THE WEST : Land of R.S. Dag Number - 344.

51.

52. OR HOWSOEVER OTHERWISE the same now are or is or heretofore were or was situated butted bounded called known numbered described or distinguished.

3- Latitude/ Longitude of the end points of the Project

Latitude -
22.4555064"N

Longitude -
88.3240834"E

THE SECOND SCHEDULE ABOVE REFERRED TO

(THE SAID PROPOSED FLAT AND THE PROPERTIES APURTEMENT THERETO)

ALL THAT the Flat/Unit in or portion of the New building being **UNIT/ FLAT NO. ----** containing by admeasurements a Carpet Area of ----- Sft. equivalent to ----- **SFT. SUPER BUILT-UP AREA** , be little more or less on a portion on the ----- **FLOOR** at **BLOCK – ‘ ----‘** in the New building now known as “**EDEN MEGHBALIKA**” at the said premises and shown in the plan annexed hereto duly bordered in ‘**RED**’ thereon **TOGETHER WITH** right to park **ONE** small/medium sized motor car on the **COVERED CAR PARKING SPACE** on the ground floor of the said building complex to be specifically allotted and demarcated by the Vendor at the time of possession **TOGETHER WITH** proportionate undivided and demarcated indivisible impartible share in the Common Areas and Installations mentioned and described in the **Third Schedule** hereunder written attributable to the said Unit **AND TOGETHER WITH** proportionate undivided undemarcated indivisible impartible share in the land below/ beneath the said building described and mentioned in the **First Schedule** hereinabove written attributable to the said Unit.

THE THIRD SCHEDULE ABOVE REFERRED TO

(Common Parts and Portions)

1. The foundation, columns, beams, support, corridors, lobbies, stair, stairways landings, entrances, exits and pathways.
2. Toilets and bathrooms for use of durwans, drivers, maintenance staff of the premises.
3. The durwans & maintenance staff rest room with electrical wiring, switches and points, fittings and fixtures.
4. Transformer, electrical wiring, meters, fittings and fixtures for lighting the staircase lobby and other common areas excluding those as are installed for any particular Flat/Unit/Apartment and spaces required therefore.
5. Windows/doors/grills and other fittings of the common area of the premises.
6. Passenger lifts/ elevators with all machineries, accessories and equipments (including lift machine rooms) and lift wells for installing the same and lift lobbies on all floors.
7. Electrical Sub-Station, Electrical Control Panels and accessories, subject to necessary permissions.
8. Water Pump and common pumping installations for pumping of water from underground water tanks to the reservoirs on the roof.

- 9. Standby diesel generator set for common lights as well as for operation of lifts and pumps during power failure and room/space therefore.
- 10. Drainage and Sewerage evacuation pipes from the Units to drains and sewers common to the New Building.
- 11. Outer walls of the New Building, foundation walls, Boundary Walls and Main gate to the New Building and the premises.
- 12. Overhead Water Tank and underground water reservoir with distribution pipes there from connecting to different Units, if any, and from the underground water reservoir to the over-head water tanks.
- 13. 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 Flat/Unit/Apartment as are necessary.

THE FOURTH SCHEDULE ABOVE REFERRED TO

(Consideration Amount)

PART – I

The consideration payable by the Purchaser to the Vendor for sale of the said Unit and proportionate undivided share in the common areas and installation and the said share in the said premises shall be as follows:-

Consideration money for the said Flat/Unit

Together with right to park **ONE** small/ medium sized motor car on the **OPEN/ COVERED CAR**

PARKING SPACE at the said building complex.

Rs. -----/- *

(Rupees ----- only)

* Excluding Service Tax/GST, which shall be payable by the Purchaser to the Vendor/ Developer, as applicable, as per prevailing rates.

PART – II

The amount mentioned in **PART-I** hereinabove shall be paid by the Purchaser to the Vendor in installment as follows:

1)	On execution of this of Agreement	--	20	%
2)	On completion of Foundation	--	15	%
3)	On completion of 1 st Floor Slab	--	15	%
4)	On completion of 2 nd Floor Slab	--	15	%
5)	On completion of 3 rd Floor Slab	--	10	%
6)	On Roof Casting	--	10	%
7)	On completion of Internal Plaster	--	5	%
8)	On or before the date of possession	--	10	%

2) Time for payment shall always be the essence of these presents.

3) All payments shall be paid at the registered office of the Developer and all cheques shall be payable in favour of the said Developer, **M/S. NORTECH PROPERTY PRIVATE LIMITED** against proper receipts being granted by the Vendor, it being expressly agreed that the Purchaser shall not be entitled and agree not to set up any oral agreement regarding the payments and due performance and observance of the terms and conditions herein contained or regarding any verification or modification of the terms and conditions herein contained unless confirmed by the Vendor/Developer as the case may be in writing.

4) The Purchaser has also agreed to pay to the Vendor/ Developer in addition to the consideration hereinabove proportionately all applicable statutory outgoings and expenses, including all charges and costs for any alterations in the said Unit or any other extra facilities / specifications in construction etc. which the Vendor/ Developer may on a later date decide to provide which is presently not taken into consideration.

5) In addition to the aforesaid consideration, the Purchaser shall also deposit with the Vendor/ Developer and/or their nominee, the amounts (details of which are mentioned in the SEVENTH SCHEDULE hereunder written) and payment of such amounts shall be made at or before taking possession of the said Unit.

6) In the event of non-payment of any of the amounts agreed to be paid by the Purchaser, the Purchaser shall be liable and the Vendor/ Developer shall be entitled to interest at the rate of 18 % per annum and this will be without prejudice to any of the other rights and contentions which the Vendor/ Developer may have against the Purchaser including the right of termination of this Agreement as hereinbefore provided.

THE FIFTH SCHEDULE ABOVE REFERRED TO

SPECIFICATIONS FOR THE PROJECT

Structure	: RCC-framed structure with anti-termite treatment in foundation. Cements used: <i>Ambuja, OCL, Lafarge, Ultratech, Birla, ACC, Ramco*</i> .
Brickwork	: Eco-friendly, premium brickwork with Autoclaved aerated concrete (AAC) blocks used for better quality, thermal insulation, reduction of damp.
Elevation	: Modern elevation, conforming to contemporary designs.
External Finish	: Paint by certified <i>Nerolac/Asian Paints/Berger applicator*</i> , and other effects as applicable.
Lobby	: Beautifully decorated & painted lobby
Doors & Hardware	: Quality wooden frames with solid core flush doors. Door handles of <i>Godrej/Hafele/Yale*</i> . Main door with premium <i>stainless steel handle</i> and <i>eyehole</i> . Main Door Lock by <i>Godrej/Yale*</i> .
Internal finish	: Wall Putty.
Windows	: Colour anodized / Powder coated aluminium sliding windows with clear glass (using high quality aluminium) and window sills. Large Aluminium Windows in Living Room Balcony.
Flooring	: Vitrified tiles in bedrooms / living / dining / kitchen. Granite Counter in kitchen. Premium Ceramic tiles in toilets.
Kitchen counter	: Granite slab with stainless steel sink. Wall tiles up to 2 (two) feet height above counter.
Toilets	: Hot and Cold water line provision with <i>CPVC*</i> pipes. CP fittings including <i>Health Faucet*</i> of <i>Jaquar/Kohler/Hindware*</i> . Dado of ceramic tiles up to door height. Sanitaryware with <i>EWC with ceramic cistern</i> and basin of <i>Kohler/Jaquar/Hindware*</i> .

Pipes of *Supreme/Skipper/Oriplast**

- Elevator** : Passenger Lifts of *Kone**.
- Electricals** : a) Concealed *Polycab/Havells/RR Kabel** copper wiring with modular switches of *Anchor Roma/Schneider Electric/RR Kabel/Havells**
 b) TV & Telephone points in master bedroom and living room.
 c) Two Light Points, one Fan Point, two 5A points in all bedrooms
 d) One 15A Geyser point in all toilets
 e) One 15A & one 5A points, one 5A refrigerator point, and exhaust fan points in kitchen
 f) One AC point in master bedroom
 g) One washing machine point in the balcony.
 h) Modern MCBs and Changeovers of *Havells/HPL/Schneider Electric**
- Water Supply** : Underground and Overhead storage tanks of suitable capacity. Suitable Electric Pump will be installed at Ground Floor to deliver water to overhead reservoir from Underground reservoir.
- Landscape** : Professionally designed and executed landscaping.
- Generator** : 24 hour power backup for all common services. Generator back up of 300 W for 1 bedroom flats, 600 W for 2 bedroom flats and 800 W for 3 bedroom flats.
- Security** : *CCTV cameras*, Intercom facility and 24/7 Security Personnel.

* The specified brands are mentioned to give an indication of the quality we will provide. In case of unavailability of materials/brands or any other circumstances, the developer is not legally liable to provide the same brand, and may instead provide material from a brand of similar quality level.

THE SIXTH SCHEDULE ABOVE REFERRED TO

(Maintenance Charges)

1.MAINTENANCE : All costs and expenses for maintaining, white-washing, painting, repainting, repairing, renovating, redecorating, renewing and replacing the main structure, all the Common Areas and Installations common machineries, equipments installations and accessories for common services utilities and facilities (including the outer walls of the New Building) gutters and water pipes, drains and electric cables and wires in, under or upon the New Building, staircase of the New Building and the boundary walls of the New Building.

2. OPERATIONAL : All expenses for running and operating, working and maintenance of all machineries, equipments, installations and accessories for common facilities and utilities (including generator, lifts, water pump with motor etc.) and all costs for cleaning and lighting the main entrance passage, landings, staircase and other common areas of the New Building and keeping the adjoining side space in good and repaired conditions.

3. STAFF : The salaries of and all other expenses on the staff (including janitors/officers, clerks, bill-collector, liftman, chowkidars, gardener, sweepers, caretakers, electrician plumbers and other persons) to be employed for the common purposes (including bonus and other emoluments and benefits).

4. ASSOCIATION : Establishment and all other expenses of the association or Holding Organisation (including its formation) and also similar expenses of the Vendor or any agency looking after the Common Purposes until handing over the same to the Association.

5. TAXES : Municipal and other rates, Sales Tax, VAT, Service Tax and any other Tax and levies and all other outgoings in respect of the said premises (save those assessed separately in respect of any unit).

6. COMMON UTILITIES: Expenses for serving/supply of common facilities and utilities and all charges incidental thereto.

7. RESERVES : Creation of funds for replacement, renovation and/or other periodic expenses

8. OTHERS : All other expenses and/or outgoings including litigation expenses as are incurred by the Vendor and/or the Association or Holding Organisation for the Common Purposes.

THE SEVENTH SCHEDULE ABOVE REFERRED TO :**(Extra Charges & Deposits)**

- 1) The full amount of Security Deposit and other costs payable to the CESC/WBSEB, for giving direct electric meter in respect of the said unit and proportionate share of the total amount of Security Deposit and other costs payable to the CESC/WBSEB for the electric meters for maintenance running and operating any common area or installation.
- 2) Proportionate Costs, charges and expenses for electrical sub-station/H.T. Line/Wiring/ Cables and other related equipments and accessories including their installations, as per actual, to be incurred by the Developer for the same.
- 3) Proportionate Costs, charges and expenses for Generator and other related equipments and accessories including installation of the same for supply of power in each unit (including the said Unit) from such generator during power failure, as per actual, to be incurred by the Developer for the same.
- 4) Costs charges and expenses for formation of the Association being Rs. 5,000/- (Rupees Five Thousand Only).
- 5) Betterment fees, development charges and other levies Sales Tax, VAT, Service Tax and any other Tax duties and statutory liabilities that may be charged on the premises or the said Unit or on its transfer or construction in terms hereof partially or wholly, as the case may be.
- 6) In addition to the Extras and Deposits the purchaser shall also deposit and / or keep deposited with the vendor/ Developer/their nominee/Facility Management Company , a sum calculated @ Rs. 75/- per square feet of the super built-up area of the said Unit towards Association Fund. The said fund will remain in deposit with the Vendor to meet there from the proportionate maintenance charges and proportionate liability towards the other common expenses (including those mentioned in the SIXTH SCHEDULE hereinabove written) in terms hereof. The said Association Fund money shall not bear any interest and the said amount will be transferred by the Vendor/ Developer to the Association, once it is formed, after adjusting unpaid maintenance charges and other charges, if any.
- 7) Costs, charges and expenses Towards Mutation, Apportionment and Assessment of the Flat/Unit Rs. 5/- per square feet.

8) In addition to the aforesaid Extras and Deposits the purchaser shall also pay the **GST** on aforesaid Extras and Deposits as per prevailing service tax rates.**IN WITNESS WHEREOF** the parties hereto have hereunto set and subscribed their respective hands and seals the day month and year first above written.

SIGNED SEALED AND DELIVERED

at Kolkata in the presence of:

1.

2.

.....

SIGNATURE OF DEVELOPER

.....

SIGNATURE OF VENDOR

.....

SIGNATURE OF PURCHASER

RECEIVED of and from the within named purchaser within mentioned sum of **Rs.**_____/- (**Rupees**

Only) being the consideration amount in **PART** as per memo below:-

MEMO OF CONSIDERATION

1.	By Cheque No. _____ dated _____ drawn on _____	Rs. _____/-
2.	By Cheque No. _____ dated _____ drawn on _____	Rs. _____/-
TOTAL AMOUNT RECEIVED		Rs. _____/-

Witness:

1.

2.

.....

SIGNATURE OF DEVELOPER

DATED ----- DAY OF ----- 2018

AGREEMENT FOR SALE

BETWEEN

**M/S. AGNI DEALCOM PRIVATE LIMITED & OTHERS
-----VENDOR**

&

**M/S. MIRIK PROPERTY PRIVATE LIMITED
-----DEVELOPER**

&

**MR. -----
-----PURCHASER**

EDEN MEGHBALIKA

FLAT/UNIT NO. -----

BLOCK - '-----'

FLOOR - -----