

conditions expecting those which have already been performed and shall keep the Purchasers indemnified against all actions suits proceeding costs, expenses, demands and charges as may be occasioned by reason of any breach or negligence of such terms, conditions and covenants and action done or caused to be done by the Developer.

11. Any amount paid by the Purchasers to the Developer in terms aforesaid shall not carry any interest.
12. The sale of an undivided proportion variable share in the land shall be free from encumbrances but subject to the other provisions hereto.
13. The Developer shall construct and complete the said flat/unit and car parking space in the manner as mentioned in the Fifth Schedule hereinafter. The same relates to the said flat/unit and car parking space by the date of delivery fixed within 24 months from the date of this agreement subject to the Purchasers' making punctual payment and observing and performing the terms and conditions and covenant as, are on their part to be observed and performed as herein contained and unless prevent by force majeure or for any other reasons beyond control; of the Developer.
14. In spite of the Purchasers being ready and willing to make payment of the said consideration money within the stipulated period and in manner as stated above, in case the Developer fails to complete the construction of the aforesaid flat/unit and/or car parking space and deliver the possession thereof to the Purchasers within the said stipulated period of 24 months, in such case over and above the Purchasers' right to sue the said Developer and the Owner/Vendor for specific performance of the contract shall also be entitled to realized interest on the amount paid till that date together with interest @12% per annum until completion of the building and delivery of possession of the aforesaid flat/unit and car parking spaces and servant's quarter.
15. The Developer shall within the date of delivery, construct, install and/or complete, the common areas in the manner and with the general amenities and provisions as described in the Seventh Schedule

hereto (in so far as it relates to the Common Areas) and as be necessary for ingress and egress to and/or complete the flat/unit and making the flat/unit habitable and tenantable and the remaining parts of the Common Portions shall be constructed and/or completed by the Developer with in a reasonable time and in the manner and with the general amenities and provisions as described in the Seventh Schedule hereto (in so far as such remaining part of the Common Portions are concerned).

16. In addition to the said consideration and/or the price payable as aforesaid the Purchasers shall also pay to the Developer all charges for making any addition or alteration and/or for providing any addition additional work and/or for providing any additional work and/or for providing any additional facilities and/or utilities in or relating to the flat/unit as to be done at the request of the Purchasers in place of and/or in excess of those mentioned in the Fifth Schedule of the Development Agreement therein provided that if any work or provision is made for the Purchasers in common with the Co-owners shall bear and pay the same proportionately to the Developer before such work is carried out.

17. All payment if any, in terms of clause 15 hereinabove shall be made forthwith by the Purchasers to the Developer on demand.

18. It is clarified that if by reason of such additions and/or alterations and/or for providing any additional work and/or facilities and/or utility as aforesaid, any delay is made in completion of the construction of the Unit/Flat, and the Common portions thereby causing delay in the delivery thereof from the agreed date of delivery the Developer shall not be liable for any damage or costs.

19. Upon delivery of possession of the Unit/Flat and the Car Parking space the Purchasers shall be entitled to use and possess the same and every part thereof exclusively and to the rent issue and profits thereof. Provided, however, the Purchasers shall not be entitled to let out the flat/unit and car parking space separately or in other words the car parking space shall be treated integral of the Flat/unit.

20. In case the Purchasers commit default in payment of the said amount as mentioned in the third Schedule hereunder written and/or observing the covenants herein contains within the stipulated period in such case the Purchasers shall be liable to pay interest on the balance @12% per annum till payment and in case such default continues for a period of more than two months, in such case the Developer shall be entitled to cancel this Agreement by giving 15 days notice to the Purchasers and refund the entire consideration money paid till that date without any interest after deduction 10% of the total consideration money.
21. In case the Developer condone such default of the Purchasers as aforesaid, in such event the same cannot be construed as waiver of such right of the Developer for default on the part of the Purchasers for payment of the balance consideration money within the stipulated time.
22. The Purchasers shall not for any reason, whatsoever, obstruct the Developer's completion of construction of any part of the building and/or the proposed building notwithstanding any temporary inconvenience to the Purchasers in enjoyment of the Unit/Flat and car parking space and the Common portions.
23. The Purchasers shall not for any reason whatsoever obstruct the Developer and/or the Owner in this transferring the remaining share in the land and/or the other portion of the proposed building and/or parts thereof to any person or persons.
24. During the period of construction of the proposed building, until delivery of possession of the aforesaid unit/flat and car parking space the same will be at the risk of the Developer and the Developer shall be solely responsible for all consequences thereof till date of delivery of possession to the Purchasers from which date the Purchasers shall be solely responsible in respect of the said flat/unit and car parking space.
25. On completion of the aforesaid building, the Developer shall serve a notice to the Purchasers for taking possession of the aforesaid flat within 15 days from the date of receipt of such notice, in such case the

Purchasers shall be deemed to have taken possession of the said building and shall be liable for payment of proportionate share of maintenance and other expenses including the statutory liabilities.

26. The Purchasers shall on or before the date of delivery fulfill all this covenants herein as is on their part to be observed and fulfilled till the date of delivery and particularly those as are mentioned in Clause 32 hereunder.

27. The Purchasers shall not raise any objection to other claim of any nature, whatsoever, regarding construction of the Flat/Unit and/or otherwise in respect of the proposed building and/or common portions.

28. It has been agreed between the parties that after payment of full consideration money, the Purchasers shall be entitled to assign and/or nominated the aforesaid Agreement to any prospective nominee or nominees and/or assign and the Developer agreed to execute the Deed of Conveyance in respect of the aforesaid Flat/Unit and car parking space in favour of such nominee or nominees of the Purchasers and/or further consent from the Developer is not required and this Agreement itself be treated as consent for nomination and/or assignment.

29. The Unit/Flat and car parking space shall for all purpose be deemed to be completed as soon as the same are internally completed and the Developer provides egress and ingress thereto and water, sewerage and electronic connection therein and obtain completion certificate from the Kolkata Municipal Corporation.

30. In case any charges and/or modifications inside the said flat/unit is required by the Purchasers, in such case the Purchasers shall not only be liable to pay the cost of such modification but also will be liable to pay the fees and/or charges due and payable to the Kolkata Municipal Corporation for such modification and/or alternation.

31. The roof of the proposed building, however, shall remain common among the flat owners including the common right over the common among facilities and/or amenities situated therein subject to the

Developer's right to make any further construction above the said floor and in case of such construction, all the flat owners shall have the similar right over the ultimate demarcated portion of the roof other than roof of the lift machine room and the remaining demarcated portion of the roof of the proposed building with the full right to the Developer for commercial exploitation of the same for which the Purchasers record their consent.

32. The developer however, shall have the full right to deal and/or dispose both covered and open car parking spaces on the ground floor. The Developer further shall have the right to allocate the car parking spaces in the open areas.

33. Before the date of delivery of the Flat/Unit the Purchasers shall :

- a) Pay to the Developer all amount then remaining payable as consideration for the undivided impartible proportionate share in the land as mentioned in the Third Schedule hereunder written.
- b) Pay to the Developer all amount then remaining payable as price for construction of the Flat/Unit and car parking space as mentioned in the Third Schedule hereunder written.
- c) Deposit with the Developer the amount for purpose and on the condition as mentioned in Fourth Schedule hereunder written.

34. As from and after the date of delivery the Purchasers covenant :

- a) To co-operate with the Development in the management and maintenance of the Common portions of the building, the proposed building, the land and formation of the Association.
- b) To observe the rules framed from time to time by the Developer and upon its formation by the Association for quiet, peaceful and beneficial enjoyment of the Flat/Unit, car parking space and/or the Common portions.
- c) Not to obstruct the construction and completion of the building and/or proposed building in any manner, whatsoever, notwithstanding any temporary inconvenience to

the Purchasers' enjoyment of the Flat/Unit and the car parking space.

- d) To allow the Developer and its workmen to enter into the Flat/Unit for carrying out the work required for the Common process.
- e) To pay proportionate share of the Common Expenses regularly and punctually.
- f) To pay regularly and punctually all out going and the rates and taxes for and/or in respect of the land and proposed building, proportionately and for the Flat/Unit wholly.
- g) To pay for all the charges for electricity and other utilities/services in or relating the Flat/Unit.

35. All the aforesaid covenants of the Purchasers shall be deemed to be the covenant running with the land.

36. The Developer shall, however, within one year from the date of completion of the building or individual handover of all Flats/Units, whichever is later, shall cause the formation of an Association among the flat owners of the proposed building. It is, however, made clear that such Association shall be formed only through the Developer and the Purchasers and other flat owners agree and undertake to co-operate with the Developer for the same and that they shall be entitled to form an Association by themselves only if the Developer fails to do so within the stipulated time mentioned above.

37. The Purchasers shall bear and pay the proportionate share of the costs of formation and the expenses of the Association.

38. The Purchasers shall forthwith on being called upon the Developer sign all papers, application and/or declarations and other writings as may be necessary and through fit by the Developer for the purpose of formation and/or registration of the Association.

39. Until formation of the Association, the Developer shall manage and maintain the common portions by itself or through its nominee or nominees in a proper and decent manner at the expenses of the Co-owners including the Purchasers and the Developer proportionately

for unsold Flats/Units and upon formation of such Association the maintenance of the Common Portions shall be made over and/or be the responsibility of such association.

40. The Purchasers doth hereby nominate constitute and appoint the Developer as its true and lawful attorney for the purposes as follows :

- a) To have the Flat/Unit mutated in the name of the Purchasers at their cost and expenses.
- b) To apply for and obtain connection for electricity, wares, sewerage and/or other utilities and other facilities for and/or relating to the flat/unit and/or the proposed building and/or any of them.
- c) To form the Association.
- d) To do all works for which various payment and/or deposit as are agreed to be made by the Purchasers in terms of this Agreement.

41. The Developer shall cause the transfer of the said undivided importable proportionate variable share in the land by the Owner in favour of the Purchasers simultaneously with the delivery of the possession of said flat/unit, which the Developer do hereby confirm and accept.

42. All Government Taxes and Levies as applicable from time to time and also all costs and charges and expenses for Stamp Duty, Registration Fees and Advocate Fees for the transfer herein in favour of the Purchasers shall be borne and paid by the Purchasers absolutely.

43. This Agreement and also the proposed Sale Deed in respect of the aforesaid flat and car parking space agreed to be transferred in favour of the Purchasers, shall be prepared by the Advocate appointed by the Purchasers with consent from the developer and the Purchasers shall pay the fees of advocate for preparation of this agreement and also proposed Sale Deed.

44. Before execution of this Agreement the Purchasers paid to the Developer a sum of Rs. _____ (Rupees _____)

only) as and by way of earnest money and/or part consideration money towards the cost of construction of the said flat/unit and car parking space also towards the proportionate variable share of land corresponding thereto and agreed to make payment of the balance consideration amount in the manner as specified in the Third Schedule.

45. The Purchasers, however, shall be liable to pay proportionately towards the maintenance of the common facilities and/or common areas situated at Premises No. 136, N.S. Road, P.S. Behala, Kolkata - 700034 within the limit of Kolkata Municipal Corporation under Ward No. 130 (more fully described in the Second Schedule hereunder written) hereinafter referred to, as the "said Flat/Unit and Car Parking space".

46. The Purchasers, however, shall not be entitled to make the coloring of the outside portion of the aforesaid flat/unit or any construction nor shall install any gadgets and/or air condition machine which might affect the front elevation of the aforesaid building.

47. In case the Purchasers intent to cancel the said Agreement, the Developer shall refund the earnest money and/or part consideration money paid till that date after deducting 5% of the total value said flat/unit and the car parking space. It is, however, made clear that the Purchasers will not be entitled to claim any interest on the amount paid to the Developer.

48. In spite of fulfillment of all the obligations by the Purchasers including the payment of the consideration money in terms of this Agreement, in case of failure on the part of the Developer to observe and/or fulfill the terms and conditions as contained herein and failure to delivery the flat/unit within the stipulated period of 24 months then the developer shall be allowed another 6 (six) months for doing the same, and in case the Developer again fails then the Purchasers will be entitled to cancel this Agreement and refund the consideration money paid till that date with interest @ 12% p.a. by giving 15 days notice to the Developer.

49. Immediately after delivery of possession of the said flat to the Purchasers, the Owner and the Developer will execute the proper sale Deed in favour of the Purchasers. If the Purchasers want to avail of home loan facility from any Bank for purchasing the said flat and car parking space, the Second Party/Developer will execute the required documents as per requirement of the Bank at the cost of the Purchasers and if necessary, the Owner and the Developer will execute and register this Agreement for sale at the cost of the Purchasers and after delivery of possession, the Developer will execute the final Deed of sale in favour of the Purchasers on receiving the entire consideration money as per Agreement for Sale at the cost of the Purchasers.

50. All the letters, receipts and/or notices issued by the Developer and dispatched under registered post with acknowledgement due to the address of the Purchasers as known to the Developer will be sufficient proof of dispatch of the same to the Purchasers and shall efficiently discharge the Developer.

51. In case of any dispute or disputes arise between the parties in connection with the Agreement in such case the said dispute shall be referred to the sole Arbitrator Mr. N. N. Chakraborty, Advocate of 84/1, Beltala Road, Kolkata - 700026 and the award shall be final binding upon the parties.

52. Only courts having original jurisdiction over the premises shall have the jurisdiction in all matter relating to or arising out of this Agreement.

FIRST SCHEDULE AS REFERRED TO ABOVE

ALL THAT the piece and parcel of revenue free land measuring about 9 Cottahs being Premises No. 136, N.S. Road, P.S. Behala, Kolkata - 700034, Kolkata Municipal Corporation Ward No. 130, together with all other amenities and/or facilities attached thereto, and butted and bounded as follows :

ON THE NORTH : By Premises No. 137, N.S. Road and partly by 16' 10½"

of Common Passage;
ON THE SOUTH : By property of Fakir Chandra Dey;
ON THE EAST : By Premises No. 117/E, N.S. Road;
ON THE WEST : By 6' wide Common Passage and partly by Premises
No. 191, N.S. Road.

SECOND SCHEDULE AS REFERRED TO ABOVE

- I) **ALL THAT** one self contained flat measuring _____ Sq Ft. (more or less) super built-up area on the _____ floor, consisting of _____ (four) bedrooms, one dining cum drawing, _____ (four) bath cum privies, one kitchen together with proportionate variable share of land corresponding thereto along with the proportionate right of common facilities, utilities, benefits and other appurtenances which is to be used as common between all the co-owners of the said building being Premises No. 136, N.S. Road, P.S. Behala, Kolkata - 700034 within the limit of Kolkata Municipal Corporation under Ward No. 130.
- II) **ALL THAT** the one covered together with proportionate share of land corresponding thereto being Premises No. 136, N.S. Road, P.S. Behala, Kolkata - 700034 within the limit of Kolkata Municipal Corporation under Ward No. 130.

THIRD SCHEDULE AS REFERRED TO ABOVE

That the consideration money towards the cost of the aforesaid self contained flat and one covered car parking space and one open car parking space and one servant's quarter have been settled at or for Rs. _____/= (Rupees _____ only), which has been agreed to be paid by the Purchasers in the following manner:

1. Rs. _____/- (Rupees _____ only) simultaneously with the execution of this Agreement.
2. Rs. _____/- (Rupees _____ only) on or before completion of foundation
3. Rs. _____/- (Rupees _____ Only) on completion of casting of 1st Floor Roof slab.

4. Rs. _____/- (Rupees _____
Only) on completion of Roof slab of the Building.
5. Rs. _____/- (Rupees _____
Only) on completion of brickwork of the Building
6. Rs. _____/- (Rupees _____
Only) on completion of the flooring of
the respective flats.
7. Rs. _____/- (Rupees _____ Only)
on/before handing over of possession of respective flat/unit.

FOURTH SCHEDULE AS REFERRED TO ABOVE

- i) Actual charges for C.E.S.C., H.T. Lines and all expenses such as H.T. Lines, Sub-meter costs including Transformer Charges.
- ii) All costs of additional work in the said flat other than provided in the Fifth Schedule of the Development agreement.
- iii) In the event Developer providing any additional facilities or gadgets to the benefit of the residents of the building the Purchasers shall be liable to make payment of the proportionate share in respect thereof and same form part of the common portions and whether such additional facilities or amenities are to be provided for will be decided entirely at the sole discretion of the Developer and the Purchasers hereby accord their consent for the same.

FIFTH SCHEDULE AS REFERRED TO ABOVE

SPECIFICATION OF WORK

Structure	:	RCC framed construction with in-fill brick walls.
Wall Finish	:	Living/Dining/Bed Rooms – Smooth POP finish over plastered surface. External – Acrylic paint finish.
Flooring	:	Vetrified Tiles/Marble.
Kitchen	:	Anti-skid ceramic tiles. Dado 2 ft. above working platform with stainless steel sink.
Toilets	:	Wall tiles upto door height. Anti-skid ceramic tiles on floor. White sanitary fixtures, CP fittings & provision for Geyser point in master toilet.
Doors	:	M/Sal wood door frames with flush door.

Windows	:	Anodized alluminium sliding.
Electrical	:	Concealed copper electrical wiring with provision for light points, T.V. point in living & telephone sockets with protective M.C.B's. AC point in master bed room.
Lifts	:	Reputed brand.
Communication	:	Intercom facility.

SIXTH SCHEDULE AS REFERRED TO ABOVE

1. All costs of maintenance, including repairing, re-constructing, white washing, painting, etc. of the outer walls and other surfaces including the roof of the building and other common areas etc. as may be reasonably required.
2. Insurance premium, if any, for insuring the building against any damage due to earthquake, fire, lighting, civil commotion etc.
3. All charges and deposits for supplies of common utilities including Generator (if any).
4. Municipal taxes, multi-storied building tax, if any, and other similar taxes save those separately assessed on the respective flats.
5. Costs and charges of establishment reasonably required for the maintenance of the building and for watch and ward duty and other incidents costs.
6. Litigation expenses as may be necessary for protecting the right, title and possession to the land and the building.
7. Upon completion of the proposed building and upon delivery of possession of the respective flats to the respective owners the flat owners shall form an Association for fixing maintenance charges for proper maintenance of the building after 12 months from the date of possession.

SEVENTH SCHEDULE AS REFERRED TO ABOVE

1. The land described in the First schedule hereinabove.
2. Staircase of flooring having lighting, fixtures, fittings, lobbies and Corridors on all the floors.
3. Overhead water tank, underground water reservoir and distribution pipes to Different flats.

4. Electrical wiring from ground floor to the flats respectively and switches.
5. Lift, shaft.
6. Lift Machine Room (if Any).
7. Paths, passages inside the covered area of the ground floor of the building.
8. Roof of the building.

EIGHT SCHEDULE AS REFERRED TO ABOVE

A) NONE OF THE CO-OWNERS OF THE BUILDING SHALL –

1. Use or permit to use their respective flats/units for any propose other than residential propose.
2. Demolish or cause to be demolished such portions of their flat/unit which are giving support to other areas of their respective blocks but the same shall not prevent the co-owners from repairing, decorating, improving, and/or altering the interior of the flat/unit subject that the same should not affect the soundness stability and safety of the building;
3. Keep or store in any other part of its respective floor/flat/units such quantity of inflammable or combustible substance excepting cooking gas or kerosene oil for cooking purpose, which may result in causing substantial damages to the building units;
4. Keep or store in any part of the building any goods or articles which may result in giving bad effect and/or may result in polluting the atmosphere and/or be harmful to keep the same in residential complex;
5. Do or cause to be done any act, deed or thing which may cause nuisance, annoyance to other owners or occupiers of the building and/or entire premises;
6. Obstruct or block or cause to be obstructed and/or blocked the open space, passage, landing staircase, main entrance, gates, or other entrances or store therein or any portion thereat any rubbish, other materials, furniture or allow or cause to be done any act, deed or thing whereby or by reasons whereof the use and enjoyment of the common area, common portions, common facilities and common amenities by

other or co-occupiers of the building may in any way be prejudicially affected and/or vitiated;

7. Change the outside elevation design and color, architecture landscaping, flooring and decorating of the building and/or entire building;
8. Do or permit to be done any act, deed or thing which may render void or voidable any insurance of the building or any part thereof;
9. Do such act which may result in heavily increasing the rates, taxes, surcharges and other outgoings in respect of the building and/or entire premise;
10. Do any act, deed or thing which may in any way prevent and/or restrict the right and liabilities of other co-owners of the building and/or entire premises.

B) ALL THE CO-OWNERS OF THE BUILDING SHALL -

1. Permit the Association with 24 hours notice or in case of emergency without any notice, the other co-owners of the building and/or their surveyors, agents, servants with or without workmen and others at all reasonable times to enter into and open the flat/unit or any part thereof for the purpose of repairing, making maintenance, rebuilding, cleaning, lightning and keeping in order and in good condition all services, drains, pipes, cables, water sources, gutters, wires, structures, sewer, drainage, gas and water pipes, electrical wires and others installations and conveniences of the building;
2. Keep and maintain their respective unit/s and every part thereof on good and substantial condition of repair at their own costs and expenses;
3. Have only the proportionate right, title and interest in the common areas, common portions, common facilities and amenities along with other co-owners of the building and/or entire premise;
4. Regularly and punctually pay and discharge to the Association and/or the Municipal and/or other appropriate body or authorities as the case may be all rates, taxes, surcharges, maintenances, charges, common expenses as describes in the Third Schedule hereto (hereinafter called "the common expenses") and all outgoings and impositions in respect

of the floor/flat/units and the said share and also proportionately for the common area and/or common portions;

5. Not to use the drive-ways and common paths or causes to be done such other things that may cause damages to the other co-owners of the building and/or entire premises;
6. Duly observe, perform and fulfill the rules and regulations that may be formulated in respect of the said building and/or the said premises by the association/management company.

NINTH SCHEDULE AS REFERRED TO ABOVE

A) Common Amenities in premises No. 136, N.S. Road.

- Community Hall having pantry, toilets along with lawn.
- Generator
- Children's play area on roof as demarcated.

B) Common Amenities in premises No. 137, N.S. Road.

- Games Room
- Security Room
- Toilet
- Caretaker's Room
- Mandir
- Intercom

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

SIGNED SEALED AND DELIVERED BY THE
OWNER AT KOLKATA IN PRESENCE OF:

1.

2.

(OWNER)

SIGNED SEALED AND DELIVERED BY THE
DEVELOPER AT KOLKATA IN PRESENCE OF:

1.

2.

(DEVELOPER)

SIGNED SEALED AND DELIVERED BY THE
PURCHASERS AT KOLKATA IN PRESENCE OF:

1.

(PURCHASER)

2.

MEMO OF CONSIDERATION

Received a sum of Rs. _____/- (Rupees
_____ Only), as and by way of earnest money and/or
part consideration money of Rs. _____/- and Service Tax thereon of
Rs. _____/- along with Rs. _____/-, in respect of the cost
of the said unit/flat and car parking space including the proportionate share of land
corresponding thereto as per Memo given below :

1) By Cheque No. _____ dated _____ drawn on _____
Bank, _____ Branch, _____, Kolkata 700 _____.

Rs.

_____-/-

Rs. _____ /-
=====

(Rupees _____ Only)

Witness:

1.

2.

(DEVELOPER)

DATED THIS _____ DAY OF _____ 201

BETWEEN

SMT. SHIKHA MODANI

SHRI PRITHIVIRAJ DASGUPTA

SHRI PADMANAVA DASGUPTA

SHRI PRIYONKAR DASGUPTA

... OWNER

AND

M/S. ESSQUARE PROJECTS

... DEVELOPER

AND

SHRI _____

... PURCHASERS

SALE AGREEMENT

Re: Flat Sale of Premises No. 136, N.S.

Road, P.S. – Behala, Kolkata – 700034.

N. N. CHAKRABORTY

ADVOCATE

84/1 BELTALA ROAD

KOLKATA – 700026.