

AGREEMENT FOR SALE

THIS AGREEMENT IS MADE ON THIS THE DAY OF AUGUST, TWO THOUSAND AND TWENTY-FOUR (2024)

BY AND BETWEEN

MRS. SUBHRA CHAKRABORTY, (PAN NO- AQFPC6172L) (AADHAAR NO. 5934 6999 0267), wife of Late Mihir Kumar Chakraborty, by occupation - Housewife, by faith - Hindu, by Nationality - Indian, residing at 75, Prafulla Nagar Colony, P.O. Motijheel, P.S. Dum Dum, Kolkata - 700074, District - North 24 Parganas, hereinafter called the "**OWNER**" (Which expression shall mean and include unless excluded by or repugnant to the context her heirs, executors, successors, legal representative, administrators and assigns) of the **FIRST PART**. The Owner herein duly represented by **SHIDDHI VINAYAK CONSTRUCTION, (PAN NO. AFCFS1051A)**, a partnership firm, having its registered office at 175/1, Debi Nibash Road, P.O. Motijheel, P.S. Dum Dum, Kolkata - 700074, District - North 24 Parganas, being represented by its Partners namely, **(1) MR. ASHIM SEN, (PAN NO- CFOPS9990A) (AADHAAR NO. 9818 3845 5640)**, son of Pravash Chandra Sen, by occupation - Business, by faith - Hindu, by Nationality - Indian, residing at 86, Prafulla Nagar, P.O. Motijheel, P.S. Dum Dum, Kolkata - 700074, District - North 24 Parganas, **(2) MR. SWASTIK GHOSH, (PAN NO- ADBPG8065B) (AADHAAR NO. 7981 1248 2570)**, son of Subash Ghosh, by occupation - Business, by faith - Hindu, by Nationality - Indian, residing at 175/1, Debinibash Road, P.O. Motijheel, P.S. Dum Dum, Kolkata - 700074, District - North 24 Parganas, **(3) MR. AMAR NATH BHATTACHARJEE, (PAN NO- ADRPB4471E) (AADHAAR NO. 7255 1599 1606)**, son of Bholanath Bhattacharjee, by occupation - Business, by faith - Hindu, by Nationality - Indian, residing at 59, Prafulla Nagar, P.O. Motijheel, P.S. Dum Dum, Kolkata - 700074, District - North 24 Parganas and **(4) MR. NIRUPAM CHAKRABORTY, (PAN NO- AGOPC7943A) (AADHAAR NO. 6070 6724 1969)**, son of Late Mihir Kumar Chakraborty, by occupation - Business, by faith - Hindu, by Nationality - Indian, residing at 75, Prafulla Nagar Colony, P.O. Motijheel, P.S. Dum Dum, Kolkata - 700074, District - North 24 Parganas, by virtue of Development Agreement with Development Power of Attorney on 21st Day of September, 2023, which was registered in the office of the Additional District Sub Registrar at Cossipore, Dum Dum and recorded in Book - I, Volume Number 1506-2023, Page from 299265 to 299305, Being No. 150610353 for the year 2023.

AND

SHIDDHI VINAYAK CONSTRUCTION, (PAN NO. AFCFS1051A), a partnership firm, having its registered office at 175/1, Debi Nibash Road, P.O. Motijheel, P.S. Dum Dum, Kolkata - 700074, District - North 24 Parganas, being represented by its Partners namely, **(1) MR. ASHIM SEN, (PAN NO- CFOPS9990A) (AADHAAR NO. 9818 3845 5640)**, son of Pravash Chandra Sen, by occupation - Business, by faith - Hindu, by Nationality - Indian, residing at 86, Prafulla Nagar, P.O. Motijheel, P.S. Dum Dum, Kolkata - 700074, District - North 24 Parganas, **(2) MR. SWASTIK GHOSH, (PAN NO- ADBPG8065B) (AADHAAR NO. 7981 1248 2570)**, son of Subash Ghosh, by occupation - Business, by faith - Hindu, by Nationality - Indian, residing at 175/1, Debinibash Road, P.O. Motijheel, P.S. Dum Dum, Kolkata - 700074, District - North 24 Parganas, **(3) MR. AMAR NATH BHATTACHARJEE, (PAN NO- ADRPB4471E) (AADHAAR NO. 7255 1599 1606)**, son of Bholanath Bhattacharjee, by occupation - Business, by faith - Hindu, by Nationality - Indian, residing at 59, Prafulla Nagar, P.O. Motijheel, P.S. Dum Dum, Kolkata - 700074, District - North 24 Parganas and **(4) MR. NIRUPAM CHAKRABORTY, (PAN NO- AGOPC7943A) (AADHAAR NO. 6070 6724 1969)**, son of Late Mihir Kumar Chakraborty, by occupation - Business, by faith - Hindu, by Nationality - Indian, residing at 75, Prafulla Nagar Colony, P.O. Motijheel, P.S. Dum Dum, Kolkata - 700074, District - North 24 Parganas, hereinafter called the "**PROMOTER**" (which expression shall unless executed by or repugnant to the context by deemed to include its successors-in-office, heirs, administrators, representatives and assigns) of the **SECOND PART**.

AND

Shiddhi Vinayak Construction
Amar Nath Bhattacharjee
Partner

[if the Allottee is a company]

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

[OR]

[if the Allottee is a Partnership]

_____ a partnership firm registered under the Indian Partnership Act, 1932 having its principal place of business at _____ PAN No. _____, represented by its authorized partner _____ (Aadhaar ' No. _____) duly authorized vide _____ hereinafter referred to as the "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the partners or partner for the time being of the said firm, the survivor or survivors of them and their heirs, executors and administrators of the last surviving partner and his/her/their assigns).

[OR]

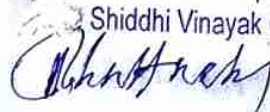
[if the Allottee is an Individual]

Mr./Ms. _____ (Aadhaar No. _____) son/ daughter of _____ aged about _____ residing at _____ (PAN No. _____) hereinafter called the "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted assigns).

[OR]

[if the Allottee is a HUF]

Mr. _____ (Aadhaar No. _____) son of _____ aged about _____ for self and as the Karta of the Hindu Joint Mitakshara Family known as HUF, having its place of business / residence at _____ (PAN No. _____) hereinafter

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 Partner

referred to as the "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean the members or member for the time being of the said HUF and their respective heirs, executors, administrators and permitted assigns) of the **THIRD PART**

The Owner, Promoter and Allottee shall hereinafter collectively be referred to as the "Parties" and individually as a "Party".

DEFINITIONS:

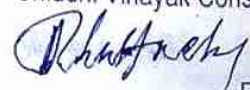
For the purpose of this Agreement for Sale, unless the context otherwise requires-

- a) "Act" means the Real Estate (Regulation & Development) Act, 2016;
- b) "Rules" means the West Bengal Real Estate (Regulation and Development) Rules, 2021.
- c) "Regulations" means the Regulations made under the Act and Rules;
- d) "Section" means a section of the Act.

WHEREAS:


- A. The Owner is the sole and absolute lawful Owner of ALL THAT piece or parcel of a plot of Bastu land measuring an area of 2 (Two) Cottah more or less with one storied pucca building standing thereon, 600 Sq. Ft. more or less, lying and situated at Mouza – Bagjola, J.L. No. 21, bearing E.P. No. 77, S.P. No. 137, L.R. Khatian No. 660, comprised in C.S. Dag/R.S./L.R. Dag No. 845 (P), being Holding No. 96, Prafulla Nagar Colony, Kolkata – 700074, within the jurisdiction of Dum Dum Police Station, within the local limits of South Dum Dum Municipality, Ward No. 22, under Additional District Sub Registration Office at Cossipore, Dum Dum in the District of North 24 Parganas, West Bengal, (more fully and particularly mentioned, described, explained, enumerated, provided and given in the **SCHEDULE A (PART-II)** hereunder written and/or given and hereinafter referred to as the **PREMISES**) by way of a Deed of Gift dated 30.08.2022 registered at the office of Additional District Sub Registrar at Cossipore, Dum Dum and recorded in Book No. 1, Volume No. 1506-2022, Pages from 412420 to 412441, Being No. 150611373 for the year 2022.
- B. The Owner and the promoter have entered into a Development Agreement with Development Power of Attorney dated **21st Day of September, 2023**, which was registered in the office of the Additional District Sub Registrar at Cossipore, Dum Dum and recorded in Book – I, Volume Number 1506-2023, Page from 299265 to 299305, **Being No. 150610353 for the year 2023** to undertake the work of development and sale under the terms of the Development Agreement above referred to.
- C. The said land is earmarked for the purpose of building a residential Project, comprising of G+IV storied apartment building including Flats and Garage Spaces and other areas and also Common Areas and the said project shall be known as "**VINAYAK TOWER**".

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- D. The Promoter is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Promoter/Owner regarding the Said Land on which Project is to be constructed have been completed.
- E. The **South Dum Dum Municipality** has granted the Commencement certificate to develop the project vide approval dated **23.04.2024** bearing registration no/Plan no. **1193**.
- F. The Promoter has obtained the final layout plan approvals for the Project from **South Dum Dum Municipality**. The Owner and the Promoter agree and undertake that they shall not make any changes to these layout plans except in strict compliance with section 14 of the Real Estate (Regulation and Development) Act, 2016 ("Act") and other laws as applicable.
- G. The Promoter has registered the Project under the provisions of the Act with the Real Estate Regulatory Authority at West Bengal at No. on under registration no.
- H. Allottee had applied to the Promoter for allotment of a residential flat in the Project vide application No. ... dated on the terms and conditions recorded therein, and under the provisional allotment letter bearing no. dated the Allottee has been allotted one residential apartment no....., having carpet area of square feet (Super Built Up area Sq. ft.) on floor of the building, of "**VINAYAK TOWER**" along with one covered Car parking space vide No., admeasuring square feet in the Floor of the building, as permissible under the applicable law and of pro rata share in the common area as defined under clause (n) of section 2 of the Act ("**Common Areas**") (hereinafter referred to as the "**Apartment**") more particularly described in the PART – II of the **Schedule - A** and the floor plan or the apartment is annexed hereto and marked as (**Schedule B**).
- I. The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein.
- J. The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein. On demand from the Allottee, the Promoter has given inspection to the Allottee of all the documents of title relating to the Land and the plans, designs and specifications prepared by the Promoter's Architects and of such other documents as are specified under the Act.
- K. The parties hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications etc. applicable to the Project.
- L. 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.
- M. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between this Parties, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the Apartment as specified in para G.

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

1. TERMS :

Subject to the terms and conditions as detailed in this Agreement, the Promoter agrees to sell to the Allottee and the Allottee hereby agrees to purchase, the Apartment as specified in para H.

The Total Price for the Apartment based on the carpet area is Rs. 00,00,000/- (Rupees only) (Total Price). The break-up thereof is given here under: -

| | |
|----------------------------------|--|
| Apartment No..... Floor | Rate of Apartment per square feet -/- |
| Total Price (in rupees) | 00,00,000 |

AND

| | |
|---|-------------|
| Covered/Open Independent/Dependent parking space-.... | Price for 1 |
| Total Price (in rupees) | 0000000 |

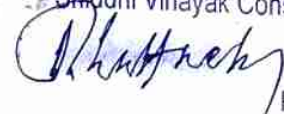
Explanation:

- (i) The Total Price above includes the booking amount paid by the allottee to the Promoter towards the Apartment;
- (ii) The Total Price above includes Taxes (consisting of tax paid or payable by the Promoter by way of Value Added Tax, Service Tax, G.S.T., CGST, if any as per law, and Cess or any other similar taxes which may be levied, in connection with the construction of the Project payable by the Promoter up to the date of hand over the possession of the apartment;

Provided that in case there is any change / modification in the taxes, the subsequent amount payable by the allottee to the promoter shall be increased/reduced based on such change / modification;

- (iii) The Promoter shall periodically intimate in writing to the Allottee, the amount payable as stated in (i) above and the Allottee shall make payment demanded by the Promoter within the time and in the manner specified therein. In addition, the Promoter shall provide to the Allottee 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;

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- (iv) The Total Price of Apartment includes: 1) pro rata share in the common areas; and 2) Garage(s)/closed parking (s) as provided in the Agreement.

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

The Allottee shall make the payments as per the payment plan set out in **Schedule 'C'** ("Payment Plan").

The Promoter may allow, in its sole discretion, a rebate for early payments of installments payable by the Allottee for the period by which the respective installment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee by the Promoter.

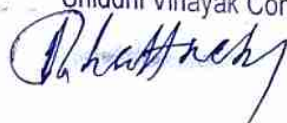
It is agreed that the Promoter shall not make any additions and alterations in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities described therein in respect of the apartment, plot or building, as the case may be, without the previous written consent of the Allottee. Provided that the Promoter may make such minor additions or alterations as may be required by the Allottee, or such minor changes or alterations as per the provisions of the Act.

The Promoter shall confirm to the final carpet area that has been allotted to the Allottee after the construction of the Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is reduction in the carpet area than the Promoter shall refund the excess money paid by Allottee(s) within forty-five (45) days with annual interest at the rate 10% per annum, from the date when such an excess amount was paid by the Allottee(s). If there is any increase in the carpet area, which is not more than three (3%) percent of the carpet area of the said Apartment, allotted to the Allottee(s), the Promoter may demand that from the Allottee(s) as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square feet as agreed in Para 1.2 of this agreement.

Subject to para 9.3 the Promoter agrees and acknowledges, the Allottee shall have the right to the Apartment as mentioned below:

- (i) The Allottee shall have exclusive ownership of the Apartment.
- (ii) The Allottee shall also have undivided proportionate share in the Common Areas. Since the share interest of Allottee in the Common Areas is undivided and cannot be divided or separated, the Allottee shall use the Common Areas along with other occupants, maintenance staff etc. without causing any inconvenience or hindrance to them. It is clarified that the promoter shall hand over the common areas to the

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Association of Allottees 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 in the common areas maintenance charges as per para 11 etc. and includes cost for providing all other facilities, amenities and specifications to be provided within the Apartment and the Project.

It is made clear by the Promoter and the Allottee agrees that the Apartment shall be treated as a single indivisible unit for all purposes. It is agreed that the Project is an independent, self-contained Project covering the said Land and is not a part of any other project or zone and shall not form a part of and/or linked/combined with any other project in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the Allottee. It is clarified that Project's facilities and amenities shall be available only for use and enjoyment of the Allottee. It is clarified that Project's facilities and amenities shall be available only for use and enjoyment of the Allottees of the Project.

It is understood by the Allottee that all other areas and i.e. areas and facilities falling outside the project, namely VINAYAK TOWER shall not form a part of the declaration to be filed with the Competent Authority in accordance with the West Bengal Apartment Ownership Act, 1972.


The Promoter agrees to pay all outgoings before transferring the physical possession of the Apartment to the Allottees, which it has collected from the Allottees, for the payment of outgoings (including land cost, ground rent, municipal or other local taxes, charges for water or electricity, maintenance charge 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 Promoter fails to pay all or any of the outgoings collected by its from the Allottees or any liability, mortgage loan and interest thereon before transferring the Apartment to the Allottees, the Promoter agrees to be liable, even after the transfer of the property, to pay such outgoings and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefor by such authority or person.

The Allottee has paid a sum of Rs.00,00,000/- (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 Promoter hereby acknowledges and the Allottee hereby agrees to pay the remaining price of the Apartment as prescribed in the Payment Plan as may be demanded by the Promoter within the time and in the manner specified therein.

Provided that if the Allottee(s) delays in payment towards any amount which is payable, he/she/they shall be liable to pay interest at the rate specified in the Rules.

2 MODE OF PAYMENT:

Subject to the terms of the Agreement and the Promoter abiding by the construction milestones, the Allottee shall make all payments, on written demand

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by the Promoter, within the stipulated time as mentioned in the Payment Plan (through a/c. Payee cheque/demand draft/ bankers cheque or online payment) in favour of VINAYAK TOWER payable at Kolkata.

3 COMPLIANCE OF LAWS RELATING TO REMITTANCES:

The Allottee, if resident outside India, shall be sole responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India act, 1934 and the Rules and Regulations made thereunder or any statutory amendments/modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale/ transfer of immovable properties in India etc. and provide the Promoter with such permission, approvals which would enable the Promoter to fulfill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or the statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Allottee understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she may be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

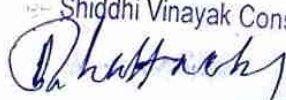
The Promoter accepts no responsibility in in this regard. The Allottee shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee subsequent to the signing of this Agreement. It shall be the sole responsibility of the Allottee to intimate the same in writing to the Promoter immediately and comply with necessary formalities if any under the applicable laws. The Promoter shall not be responsible towards any third party making payment/remittances on behalf of any Allottee and such third party shall not have any right in the application/allotment of the said apartment applied for herein in any way and the Promoter shall be issuing the payment receipts in favour of the Allottee only.

4 ADJUSTMENT/APPROPRIATION OF PAYMENTS:

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

5 TIME IS ESSENCE:

Time is essence for the Promoter as well as the Allottee. The Promoter shall abide by the time schedule for completing the project and handing over the Apartment to the Allottee and the common areas to the association of the allottees after receiving the occupancy certificate or the completion certificate or both, as the case may be. Similarly, the Allottee shall make timely payments of the installment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter as provided in the Schedule E ("Payment Plan").

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

The Allottee has seen the specifications of the Apartment and accepted the Payment Plan, floor plans, layout plans [annexed with this Agreement] which has been approved by the competent authority, as represented by the Promoter. The Promoter 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 Promoter undertakes to strictly abide by such plans approved by the Competent Authorities and shall also strictly abide by the bye-laws, FAR and density norms and provisions prescribed by the West Bengal Municipal Building Rules, 2007 and 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 Promoter shall constitute a material breach of the Agreement.

7 **POSSESSION OF THE APARTMENT:**

7.1 Schedule for possession of the said Apartment:- The Promoter agrees and understands that timely delivery of possession of the Apartment is the essence of the Agreement. The Promoter, based on the approved plans and specifications, assures to hand over possession of the Apartment on 31st Day of March, 2026, unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature affecting the regular development of the real estate project ("Force Majeure"). If, however, the completion of the Project is delayed due to the Force Majeure conditions then the Allottee agrees that the Promoter 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 Allottee agrees and confirms that, in the event it becomes impossible for the Promoter to implement the project due to Force Majeure conditions, then this allotment shall stand terminated and the Promoter shall refund to the Allottee the entire amount received by the Promoter from the allotment within 45 days from that date. After refund of the money paid by the Allottee, the Allottee agrees that he/she shall not have any rights, claims etc. against the Promoter and that the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.

7.2 Procedure for taking possession – The Promoter, upon obtaining the occupancy certificate from the competent authority shall offer in writing the possession of the Apartment, to the Allottee in terms of this Agreement to be taken within 3 (three) months from the date of issue of such notice and the Promoter shall give possession of the Apartment to the Allottee. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee after taking possession, agree(s) to pay the maintenance charges as determined by the Promoter/Association of Allottees, as the case may be. The Promoter shall offer the possession to the Allottee in writing within days of receiving the occupancy certificate of the Project.

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7.3 Failure of Allottee to take Possession of Apartment – Upon receiving a written intimation from the Promoter as per para 7.2, the Allottee shall take possession of the Apartment from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement and the Promoter shall give possession of the Apartment to the Allottee. In case the Allottee fails to take possession within the time provided in para 7.2 such Allottee shall continue to be liable to pay maintenance charges as applicable.

7.4 Possession by the Allottee – After obtaining the occupancy certificate and handing over physical possession of the Apartments in the building to the Allottees, it shall be the responsibility of the Promoter to hand over the necessary documents and plans, including common areas to the Association of Allottee or the Competent Authority, as the case may be, as per the local law.

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

Provided that where the allottee proposes to cancel/withdraw from the project without any fault of the promoter, the promoter herein is entitled to forfeit the booking amount paid for the allotment. The balance amount of money paid by the allottee after deducting the tax which was already been paid to the government by the promoter shall be returned by the promoter to the allottee within 45 days of such cancellation.

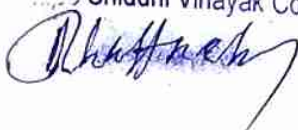
7.6 Compensation- The Promoter shall compensate the Allottee in case of any loss caused to him due to defective title of the land, on which the project is being developed or has been developed, in the manner as provided under the Act and the claim for interest and compensation under this provision shall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

Except for occurrence of a Force Majeure event, if the promoter fails to complete or is unable to give possession of the Apartment (i) in accordance with the terms of this Agreement, duly completed by the date specified in para 7.1; or (ii) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under the Act, or for any other reason, the Promoter shall be liable, on demand to the allottees, in case the Allottee 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 at the rate specified in the Rules within 45 days including compensation in the manner as provided under the Act. Provided that where if the Allottees does not intend to withdraw from the project, the promoter shall pay the Allottee interest at the rate specified in the Rules for every month of delay, till the handing over of the possession of the Apartment.

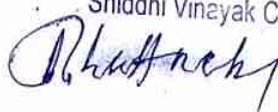
8 REPRESENTATIONS AND WARRANTIES OF THE PROMOTER:

The Promoter hereby represents and warrants to the Allottee as follows:

- (i) The Owner has absolute, clear and marketable title with respect to the said Land; the Promoter has the requisite rights to carry out development upon

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- the said Land and absolute, actual, physical and legal possession of the said Land for the Project;
- (ii) The Promoter 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 Apartment;
 - (v) All approvals, licenses and permits issued by the Competent Authorities with respect to the Project, said Land and Apartment are valid and subsisting and have been obtained by following due process of law. Further, the Promoter has been and shall, at all times remain to be in compliance with all applicable laws in relation to the Project, said Land, Building and Apartment and common areas;
 - (vi) The Owner and Promoter have the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right title and interest of the Allottee created herein, may prejudicially be affected;
 - (vii) The Owner and Promoter have not entered into any agreement for sale and/or development agreement or any other agreement/arrangement with any person or party with respect to the said Land including the Project and the said Apartment which will in any manner, affect the rights of Allottee under this Agreement;
 - (viii) The Owner and Promoter confirm that the Promoter is not restricted in any manner whatsoever from selling the said Apartment to the Allottee in the manner contemplated in this Agreement;
 - (ix) At the time of execution of the conveyance deed the Owner and the Promoter shall handover lawful, vacant, peaceful, physical possession of the Apartment to the Allottee and the common areas to the Association of Allottees;
 - (x) The Schedule Property is not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the Schedule Property;
 - (xi) The Promoter has duly paid and shall continue to pay and discharge all governmental dues, rates, charges, and taxes and other money, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities;
 - (xii) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received by or served upon the Promoter in respect of the said Land and/or the Project.

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(xiii) That the property is not Waqf property

9 EVENTS OF DEFAULTS AND CONSEQUENCES:

Subject to the Force Majeure clause, the Promoter shall be considered under a condition of Default, in the following events:

- (i) Promoter fails to provide ready to move in possession of the Apartment to the Allottee within the time period specified. For the purpose of this clause 'ready to move in possession' shall mean that the apartment shall be in a habitable condition which is complete in all respects.
- (ii) Discontinuance of the Promoter'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.

In case of Default by Promoter under the conditions listed above, Allottee is entitled to the following:


- (i) Stop making further payments to Promoter as demanded by the Promoter. If the Allottee stops making payments the Promoter shall correct the situation by completing the construction milestones and only thereafter the Allottee be required to make the next payment without any interest; or
- (ii) The Allottee shall have the option of terminating the Agreement in which case the Promoter shall be liable to refund the entire money paid deducting the govt. Tax which was already been paid by the Allottee under any head whatsoever towards the purchase of the apartment, within forty-five days of receiving the termination notice:

Provided that where an Allottee does not intend to withdraw from the project or terminate the Agreement, he shall be paid by the Promoter, interest at the rate prescribed in the Rules, for every month of delay till the handing over of the possession of the Apartment.

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

- (i) In case the Allottee fails to make payments for consecutive demands made by the Promoter as per the payment plan Schedule 'C' annexed hereto, despite having been issued notice in that regard the Allottee shall be liable to pay interest to the promoter on the unpaid amount at the rate specified in the Rules.
- (ii) In case of Default by Allottee under the condition listed above continues for a period beyond 3 (three) consecutive months after notice from the Promoter in this regard, the Promoter may cancel the allotment of the Apartment in favour of the Allottee and refund the money paid to him by the Allottee by deducting the booking amount and the interest liabilities and this Agreement shall thereupon stand terminated:

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10 **CONVEYANCE OF THE SAID APARTMENT:**

The Promoter on receipt of complete amount of the Price of the Apartment under the Agreement from the Allottee, shall execute a conveyance deed and convey the title of the Apartment together with proportionate indivisible share in the Common Areas within 3 months from the date of issuance of the occupancy certificate. However, in case the Allottee fails to deposit the stamp duty, registration charges and all other incidental and legal expenses etc. so demanded within the period mentioned in the demand letter, the Allottee authorizes the promoter to withhold registration of the conveyance deed in his/her favour till full and final settlement of all dues and stamp duty and registration charges to the Promoter is made by the Allottee. The Allottee shall be solely responsible and liable for compliance of the provisions of Indian Stamp Act, 1899 including any action taken or deficiencies/penalties imposed by the competent authority(ies).

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

The Promoter shall be responsible to provide and maintain essential services in the Project till the taking over of the maintenance of the project by the Association of Allottees upon the issuance of the Completion Certificate of the project. The cost of such maintenance has been included in the Total Price of the Apartment.

Maintenance Charges (Excluding GST/ Service Tax)

- i) Maintenance Deposit cost to be paid per month per Sq. ft @ Rs. .60/- from the date of possession for 24 months out of which 12 months deposits amount is adjustable and another 12 months deposited amount shall remain as security money which shall be refunded by the Developer after hand over the project by the Developer to the Owners Association / Syndicate/ Maintenance committee after adjusting there from all dues if there would be any on account of such purposes which will bear no interest and will be adjusted to the credit of or refunded of such purposes which will bear no interest and will be adjusted to the credit of or refunded to the purchaser on the determination of agreement, if so by any reason whatsoever.
- ii) The actual amount of security deposit charged by the competent authority is payable by the purchaser for his personal electric meter for his unit(s)/flat(s)/car-parking space(s).

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 Promoter as per the agreement for sale relating to such development is brought to the notice of the Promoter within a period of 5 (five) years by the Allottee from the date of handing over possession, it shall be the duty of the Promoter to rectify such defects without further charges, within 30 (thirty) days and in the event of Promoter's failure to rectify such defects within such time, the aggrieved Allottees shall be entitled to receive appropriate compensation in the manner as provided under the Act.

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 Partner

13 **RIGHT OF ALLOTTEE TO USE COMMON AREAS AND FACILITIES SUBJECT TO PAYMENT OF TOTAL MAINTENANCE CHARGES:**

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

14 **RIGHT TO ENTER THE APARTMENT FOR REPAIRS:**

The Promoter/Maintenance Agency/Association of Allottees shall have rights of unrestricted access of all Common Areas, garages/covered parking and parking spaces for providing necessary maintenance services and the Allottee agrees to permit the association of allottees and/or maintenance agency 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.

15 **USAGE:**

Use of Basement and Service Areas: The basement(s) and service areas, if any, as located within the 'VINAYAK TOWER', shall be earmarked for purposes such as services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks, Pump rooms, maintenance and service rooms, etc. and other permitted uses as per sanctioned plans. The Allottee 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 use by the Association of Allottees formed by the Allottees for rendering maintenance services.

16 **GENERAL COMPLIANCE WITH RESPECT TO THE APARTMENT:**

Subject to clause 12 above, the Allottee shall, after taking possession, be solely responsible to maintain the 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 building, or the Apartment, or the staircase, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the Apartment and keep the Apartment, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in goods 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 damage or jeopardized. That Allottee further undertakes, assures and guarantees that he/she would not put any sign-board/nameplate, neon light, publicity material or advertisement material etc. on the face façade of the Building or anywhere on the exterior of the Project, buildings therein or Common Areas. The Allottees shall also not change the color scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the Allottee shall not store any hazardous or combustible goods in the Apartment or place any heavy

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Partner

and all sums deposited by the Allottee in connection therewith including the booking amount shall be returned to the Allottee without any interest or compensation whatsoever.

22. **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.

23. **RIGHT TO AMEND:**

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

24. **PROVISIONS OF THIS AGREEMENT APPLICABLE ON ALLOTTEE/SUBSEQUENT ALLOTTEES:**

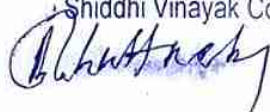
It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Apartment and the Project shall equally be applicable to and enforceable against and by any subsequent Allottees of the Apartment,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

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

The Promoter may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement, waive the breach by the Allottee in not making payments as per the Payment Plan [Annexure C] including waiving the payment of interest for delayed payment. It is made clear and so agreed by the Allottee that exercise of discretion by the Promoter in the case of one Allottee shall not be construed to be a precedent and/or binding on the Promoter to exercise such discretion in the case of other Allottees. Failure on the part of the Parties to enforce at any time or for any period of time the provisions hereof shall not be construed to be a waiver of any provisions or of the right thereafter to enforce each and every provision.

26. **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 Agreements shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to Act or the rules and Regulations made thereunder or the applicable law as the case may be and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

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 Partner

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

Wherever in this Agreement it is stipulated that the Allottee has to make any payment, in common with other Allottee(s) in 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.

28. **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.

29. **PLACE OF EXECUTION:**

The execution of this Agreement shall be completed only upon its execution by the Promoter through its authorized signatory at the Promoter's office or at some other places which may be mutually agreed between the Promoter and the Allottee, at Kolkata after the Agreement is duly executed by the Allottee and the Promoter or simultaneously with the execution the said Agreement shall be registered at any of the jurisdiction of the Sub-Registrar at Cossipore, Dum Dum and Additional Registrar of Assurances at Kolkata, Hence this Agreement shall be deemed to have been executed at Kolkata.

30. **NOTICES:**

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

_____ (Name of Allottee)

_____ (Allottee Address)

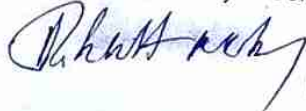
SHIDDHI VINAYAK CONSTRUCTION (Name of Promoter)

having its registered office at 175/1, Debi Nibash Road, P.O. Motijheel, P.S. Dum Dum, Kolkata – 700074, District – North 24 Parganas, (Promoter Address)

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

31. **JOINT ALLOTTEES:**

That in case there are Joint Allottees all communications shall be sent by the Promoter to the Allottee whose name appears first and at the address given by

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 Part

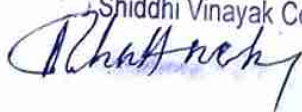
him/her which shall for all intents and purposes to consider as properly served on all the Allottees.

32 **GOVERNING LAW:**

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

33 **DISPUTE RESOLUTION:**

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

Shiddhi Vinayak Construction

Partner

IN WITNESS WHEREOF parties hereinabove named have set their respective hands and signed this Agreement for Sale at Kolkata in the presence of attesting witness, signing as such on the day first above written.

SIGNED AND DELIVERED BY THE WITHIN NAMED:

Allottee:

(1) Signature

SIGNED AND DELIVERED BY THE WITHIN NAMED

Promoter:

(1) Signature

SIGNED AND DELIVERED BY THE WITHIN NAMED

Owner:

(1) Signature

At Kolkata on _____ in the presence of:

WITNESSES :

(1) Signature _____

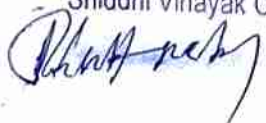
Name _____

Address _____

(2) Signature _____

Name _____

Address _____

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Partner

SCHEDULE 'A'

PART - I

DESCRIPTION OF THE LAND

ALL THAT piece or parcel of a plot of Bastu land measuring an area of 2 (Two) Cottah more or less with one storied pucca building standing thereon, 600 Sq. Ft. more or less, lying and situated at Mouza - Bagjola, J.L. No. 21, bearing E.P. No. 77, S.P. No. 137, L.R. Khatian No. 660, comprised in C.S. Dag/R.S./L.R. Dag No. 845 (P), being Holding No. 96, Prafulla Nagar Colony, Kolkata - 700074, within the jurisdiction of Dum Dum Police Station, within the local limits of South Dum Dum Municipality, Ward No. 22, under Additional District Sub Registration Office at Cossipore, Dum Dum in the District of North 24 Parganas, West Bengal and the same is Butted and Bounded as follows:

| | | |
|--------------|---|------------------------|
| ON THE NORTH | : | BY 12 Feet width Road; |
| ON THE SOUTH | : | BY E.P. No. 76; |
| ON THE EAST | : | BY E.P. No. 75; |
| ON THE WEST | : | BY 22 Feet width Road; |

PART - II

(APARTMENT)

ALL THAT the Apartment No..... with Carpet Area of square feet (Super built up area Sq. ft.) approx. constructed in the ratio of the such covered area of the Apartment on the same proportion out of the total area of the land on the floor, of "VINAYAK TOWER".

SCHEDULE 'B'

FLOOR PLAN OF THE APARTMENT ATTACHED HERETO

SCHEDULE - C

PAYMENT SCHEDULE

| | | |
|-----|---|-----|
| 1. | On Application | 05% |
| 2. | Within 30 days from Application | 15% |
| 3. | On Foundation | 10% |
| 4. | On Casting of slab of the Apartment | 20% |
| 5. | On Brickwork of the Apartment | 10% |
| 6. | On Internal plaster of the Apartment | 10% |
| 7. | On Installation of Windows of the Apartment | 05% |
| 8. | On laying of wiring and plumbing of the Apartment | 10% |
| 9. | On laying of Flooring of the Apartment | 10% |
| 10. | On or before completion of the Apartment & possession thereof | 05% |

*GST EXTRA.

Shiddhi Vinayak Construction

Amar Nath Bhattacharya
Partner