

ANNEXURE 'A'

[Seerule9]

AGREEMENT FOR SALE

This Agreement for Sale ("**Agreement**") executed on this _____ day of _____, 20____,

By and Between

Hive Construction Housing Projects, a partnership firm having its registered office at Premises No. AC 90/1, Prafulla Kanan (East), Kestopur, Kolkata- 700102 represented though its partners **Mr. SUDIP MAITY (PAN - ATOPM0487E; AADHAAR NO. 9414 2144 8090)**, son of Sri Anubhusan Maity, by faith - Hindu, by occupation - business, by nationality - Indian, residing at Chhoto Srikrishnapur, Datan - II, Post Office - Chhoto Srikrishnapur, Police Station - Datan, PIN - 721435, District - Paschim Medinipur, **AND (2) Mr. AZIZUL HAQUE (PAN - AQJPH7233B; AADHAAR NO. 6919 1892 7257)**, son of Sirajul Haque, by faith - Muslim, by occupation - business, by nationality - Indian, residing at Paschim Para, Jatragachi (CT), Post Office - Ghuni, Police Station - Jatragachi, PIN - 700157, District - North 24 Parganas, hereinafter referred to as the "Promoter" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors-in-interest, executors, administrators and permitted assignees, including those of the respective partners).

AND

[If the Allottee is an Individual]

Mr./Ms. _____, (Aadhar no. _____) son/ daughter of _____, aged about _____, residing at _____, (PAN _____), herein after 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 assignees).

The Promoter and Allottee shall herein after collectively be referred to as the "Parties" and individually as a "Party".

WHEREAS ALL THAT piece and parcel of land admeasuring an area of more or less 54 Decimals of R.S. Dag no. 730 situated at Mouza - Chakpachuria, J.L. no. 33, Reh.Sah. no. 205 ½, under Police Station - **Technocity (previously New Town)** within the jurisdiction of A.D.S.R. Bidhannagar (Salt Lake City) in the District of North 24 Parganas

was owned and possessed by one Keshapati Dasi, wife of Late Ram Sardar of Chakpachuria, Police Station – **Technocity (previously New Town)**, District – North 24 Parganas by virtue of several Deeds of Conveyances and she recorded her name in L.R. Krishi Khatian no. 449 and absolutely seized and possessed thereon.

AND WHEREAS by virtue of a **Bengali Deed of Conveyance executed on 27th of August, 2007 registered on 18th of March, 2009** registered before the Office of the Additional District Sub Registrar Bidhannagar (Salt Lake City) and recorded in **Book no. I, CD Volume no. 3, Pages – 4934 to 4943, Being no. 02456 for the year 2009** for the valuable consideration therein mentioned, said **Keshapati Dasi sold, transferred, granted and conveyed ALL THAT piece and parcel of more or less 03 Cottahs of Sali land equivalent to more or less 05 Decimals** out of 54 Decimals of land in R.S. and L.R. Dag no. 730 under Krishi Khatian no. 449 at Mouza – Chakpachuria, Pargana – Kolikata, Hal Touzi no. 10, J.L. no. 33, Reh.Sah. no. 205 ½, under Police Station – **Technocity (previously New Town)** within the jurisdiction of A.D.S.R. Bidhannagar (Salt Lake City) in the District of North 24 Parganas **in favour of one Smt. Mousumi Majumder.**

AND WHEREAS by virtue of a **Bengali Deed of Conveyance executed on 27th of August, 2007 registered on 23rd of September, 2008** registered before the Office of the Additional District Sub Registrar Bidhannagar (Salt Lake City) and recorded in **Book no. I, CD Volume no. 11, Pages – 13934 to 13943, Being no. 12014 for the year 2008** for the valuable consideration therein mentioned, said **Keshapati Dasi sold, transferred, granted and conveyed ALL THAT piece and parcel of more or less 05 Cottahs of Sali land** out of 54 Decimals of land in R.S. and L.R. Dag no. 730 under Krishi Khatian no. 449 at Mouza – Chakpachuria, Pargana – Kolikata, Hal Touzi no. 10, J.L. no. 33, Reh.Sah. no. 205 ½, under Police Station – **Technocity (previously New Town)** within the jurisdiction of A.D.S.R. Bidhannagar (Salt Lake City) in the District of North 24 Parganas **in favour of one Sri Ashoke Kumar Bhattacharya.**

AND WHEREAS by virtue of a **Bengali Deed of Conveyance executed on 27th of August, 2007 registered on 9th of October, 2009** registered before the Office of the Additional District Sub Registrar Bidhannagar (Salt Lake City) and recorded in **Book no. I, CD Volume no. 9, Pages – 10519 to 10528, Being no. 09196 for the year 2009** for the valuable consideration therein mentioned, said **Keshapati Dasi sold, transferred, granted and conveyed ALL THAT piece and parcel of more or less 08 Cottahs 05 Chhitaks of Sali land** out of 54 Decimals of land in R.S. and L.R. Dag no. 730 under Krishi Khatian no. 449 at Mouza – Chakpachuria, Pargana – Kolikata, Hal Touzi no. 10, J.L. no. 33, Reh.Sah. no. 205 ½, under Police Station – **Technocity (previously New Town)** within the jurisdiction of A.D.S.R. Bidhannagar (Salt Lake City) in the District of North 24 Parganas **in favour of one Sri Nemai Chandra Roy and Smt. Arati Roy.**

AND WHEREAS said Mousumi Majumder recorded her name in L.R. Khatian no. 2730, Ashoke Kumar Bhattacharya recorded his name in L.R. Khatian no. 2518, Nemai Chandra Roy recorded his name in L.R. Khatian no. 2516 and Arati Roy recorded her name in L.R. Khatian no. 2517 and absolutely seized and possessed thereon.

AND WHEREAS thus the said Smt. Mousumi Majumder, Sri Ashoke Kumar Bhattacharya, Sri Nemai Chandra Roy and Smt. Arati Roy herein became the absolute Owners of the land admeasuring more or less 16 Cottahs 05 Chhitaks of land in R.S. & L.R. Dag no. 730 as mentioned above and have been owning and possessing thereon free from all encumbrances and they have every right to sell or transfer the same by any means.

AND WHEREAS the said Smt. Mousumi Majumder, Sri Ashoke Kumar Bhattacharya, Sri Nemai Chandra Roy and Smt. Arati Roy being the then Landowners busy for an urgent piece of business and it is quite impossible on their part to look after in respect of the Sali land admeasuring an area of more or less 16 Cottahs 05 Chhitaks of R.S. and L.R. Dag no. 730 under L.R. Khatian no. Kri 449 (in the name of Keshpati Dasi) at present L.R. Khatian no. 2730 (in the name of Mousumi Majumder), 2518 (in the name of Ashoke Kumar Bhattacharya), 2516 (in the name of Nemai Chandra Roy) and 2517 (in the name of Arati Roy) situated at Mouza – Chakpachuria, J.L. no. 33, Reh.Sah. no. 205 ½ under P.S. **Technocity (previously New Town)** within the jurisdiction of Additional District Sub Registrar Bidhannagar (Salt Lake City) at present Rajarhat under the limits of the Patharghata Gram Panchayet in the District of North 24 Parganas, State – West Bengal. In view of the circumstances it is necessary and also expedient of them to appoint their nearest faithful person to look after, manage, control and supervise all of their affairs in relation to the said property during their absence and as such on **13th May, 2014 they do hereby constitute, nominate and appoint Sri Saroj Kumar Giri by dint of one registered General Power of Attorney recorded in Book no. IV, CD Volume no. I, Pages from 2869 to 2886, Being no. 00242 for the year 2014 registered before the Office of the District Sub Registrar II, Barasat, North 24 Parganas.**

AND WHEREAS one **Rajesh Kumar Sah**, son of Sri Laxmi Sah, of Motipur, Post Office and Police Station – Tajpur, District – Samastipur, PIN – 848130, represented through his constituted Power of Attorney (Through Registered General Power of Attorney dated 02.01.2018, registered before the Office of the Additional District Sub Registrar, Rajarhat and recorded in Book no. IV, Volume no. 1523-2018, Pages from 495 to 511, Being Deed no. 152300002 for the year 2018) Holder Sri Tapas Ghosh, son of Late Biswanath Ghosh, of Hatiara Sardar Para, Dishari Apartment, Flat no. A-4, P.O. Hatiara, P.S. New Town, Kolkata – 700157, North 24 Parganas, **purchased in respect of the land admeasuring an area of more or less 03 Cottahs 05 Chhitaks of Sali land out of more or less 16 Cottahs 05 Chhitaks of land appertaining to R.S. and L.R. Dag no. 730** from Smt. Mousumi Majumder, Sri Ashoke Kumar Bhattacharya, Sri Nemai Chandra Roy and Smt. Arati Roy represented through their appointed and constituted Power of Attorney Holder namely Sri Saroj Kumar Giri by virtue of a **Deed of Conveyance executed on 4th of July, 2016 and registered on 8th of July, 2016, registered before the Office of the District Sub Registrar-II, Barasat, District – North 24 Parganas and recorded in Book no. I, Volume no. 1502-2016, Pages from 56241 to 56268, Being no. 150202262 for the year 2016.** That thereafter said Rajesh Kumar Sah have been owning and possessing the said landed property free from all encumbrances and he had every right, title and interest to sell, transfer and convey the same by any means.

AND WHEREAS said **Rajesh Kumar Sah** for urgent need of money sold, transferred and conveyed the said landed property of more or less 03 Cottahs 05 Chhitaks of Sali land (being Plot no. A/1) out of more or less 16 Cottahs 05 Chhitaks of land appertaining to R.S. and L.R. Dag no. 730 (morefully and particularly described in the Schedule hereunder written) in favour of one **MAA LAND DEVELOPERS PVT. LTD.**, being the Landowners no. 2 to this Development Agreement by dint of one **English Deed of Conveyance dated 14th of August, 2023, registered on 29th August, 2023 before the Office of the District Sub Registrar III, North 24 Parganas at Barasat and recorded in Book no. I, Volume no. 1525-2023, Pages from 285766 to 285801, Being no. 152510983 for the year 2023** and thereby has been possessing and enjoying the said landed property free from all encumbrances till date.

AND WHEREAS one **Brahm Deo Singh**, son of Sri Ram Bilash Singh, of Village – Bach, P.O. Ganspur Sarsouna, P.S. Bangara, District – Samastipur, PIN - 848130, represented through his constituted Power of Attorney (Through registered General Power of Attorney dated 02.01.2018, registered before the Office of the Additional District Sub Registrar, Rajarhat and recorded in Book no. IV, Volume no. 1523-2018, Pages from 495 to 511, Being Deed no. 152300002 for the year 2018) Holder Sri Tapas Ghosh, son of Late Biswanath Ghosh, of Hatiara Sardar Para, Dishari Apartment, Flat no. A-4, P.O. Hatiara, P.S. New Town, Kolkata – 700157, North 24 Parganas, **purchased in respect of the land admeasuring an area of more or less 06 Cottahs 08 Chhitaks of Sali land out of more or less 16 Cottahs 05 Chhitaks of land appertaining to R.S. and L.R. Dag no. 730** from Smt. Mousumi Majumder, Sri Ashoke Kumar Bhattacharya, Sri Nemai Chandra Roy and Smt. Arati Roy represented through their appointed and constituted Power of Attorney Holder namely Sri Saroj Kumar Giri by virtue of a **Deed of Conveyance executed on 4th of July, 2016 and registered on 8th of July, 2016, registered before the Office of the District Sub Registrar-II, Barasat, District – North 24 Parganas and recorded in Book no. I, Volume no. 1502-2016, Pages from 56214 to 56240, Being no. 150202261 for the year 2016.** That thereafter said Brahm Deo Singh have been owning and possessing the said landed property free from all encumbrances and he had every right, title and interest to sell, transfer and convey the same by any means.

AND WHEREAS said **Brahm Deo Singh** for urgent need of money sold, transferred and conveyed the said landed property of more or less 06 Cottahs 08 Chhitaks of Sali land (being Plot no. A/2) out of more or less 16 Cottahs 05 Chhitaks of land appertaining to R.S. and L.R. Dag no. 730 (morefully and particularly described in the Schedule hereunder written) in favour of one **Sri Saroj Kumar Giri**, being the Landowners no. 1 to this Development Agreement by dint of one **English Deed of Conveyance dated 14th of August, 2023, registered on 23rd August, 2023 before the Office of the District Sub Registrar III, North 24 Parganas at Barasat and recorded in Book no. I, Volume no. 1525-2023, Pages from 275492 to 275522, Being no. 152510662 for the year 2023** and thereby has been possessing and enjoying the said landed property free from all encumbrances till date.

AND WHEREAS one **Niraj Kumar Singh**, son of Late Sitaram Singh, of Manma, Post Office – Jogiara, P.S. Jalai, District – Darbhanga, Bihar, PIN - 843703, represented through his constituted Power of Attorney (Through Registered General Power of Attorney dated 02.01.2018, registered before the Office of the Additional District Sub Registrar,

Rajarhat and recorded in Book no. IV, Volume no. 1523-2018, Pages from 495 to 511, Being Deed no. 152300002 for the year 2018) Holder Sri Tapas Ghosh, son of Late Biswanath Ghosh, of Hatiara Sardar Para, Dishari Apartment, Flat no. A-4, P.O. Hatiara, P.S. New Town, Kolkata – 700157, North 24 Parganas, **purchased in respect of the land admeasuring an area of more or less 06 Cottahs 08 Chhitaks of Sali land out of more or less 16 Cottahs 05 Chhitaks of land appertaining to R.S. and L.R. Dag no. 730** from Smt. Mousumi Majumder, Sri Ashoke Kumar Bhattacharya, Sri Nemai Chandra Roy and Smt. Arati Roy represented through their appointed and constituted Power of Attorney Holder namely Sri Saroj Kumar Giri by virtue of a **Deed of Conveyance executed on 4th of July, 2016 and registered on 8th of July, 2016, registered before the Office of the District Sub Registrar-II, Barasat, District – North 24 Parganas and recorded in Book no. I, Volume no. 1502-2016, Pages from 56269 to 56295, Being no. 150202263 for the year 2016.** That thereafter said Niraj Kumar Singh has been owning and possessing the said landed property free from all encumbrances and he had every right, title and interest to sell, transfer and convey the same by any means.

AND WHEREAS said Niraj Kumar Singh for urgent need of money sold, transferred and conveyed the said landed property of more or less **06 Cottahs 08 Chhitaks of Sali land (being Plot no. A/3)** out of more or less 16 Cottahs 05 Chhitaks of land appertaining to R.S. and L.R. Dag no. 730 (morefully and particularly described in the Schedule hereunder written) in favour of one **MAA LAND DEVELOPERS PVT. LTD.**, being the Landowners no. 2 to this Development Agreement by dint of one **English Deed of Conveyance dated 14th of August, 2023, registered on 29th August, 2023 before the Office of the District Sub Registrar III, North 24 Parganas at Barasat and recorded in Book no. I, Volume no. 1525-2023, Pages from 275459 to 275491, Being no. 152510661 for the year 2023** and thereby has been possessing and enjoying the said landed property free from all encumbrances till date.

AND WHEREAS for the purpose of **commercial exploitation of the piece and parcel of land of more or less 16 Cottahs 05 Chhitaks of Sali land** being owned and possessed by the Land Owner nos. 1 and 2 herein, approached the Developer of this Agreement for Development proposing to develop their portion of the piece of land and the Developer having accepted the proposal for development of the piece and parcel of land of the Landowners herein described in the Schedule Below to Deed of Conveyance, both the parties herein have agreed to execute this Agreement on the terms and conditions hereunder mentioned.

AND WHEREAS the Developer/Promoter on the strength of the Development Agreements and Power of Attorney as mentioned hereinabove applied for the conversion of all the three lands from their land nature of Sali to nature of the lands being Bastu and thereafter obtained three conversion certificates from the concerned competent authority of B.L.&L.R.O. Rajarhat vide conversion certificates.

AND WHEREAS the respective landlords entered into one **Amalgamation Agreement** and thereby **amalgamated the separate lands into one single land totalling to more or less 16 Cottahs 05 Chhitaks** consisting of **(i)** ALL THAT piece and parcel of Sali land admeasuring an area of more or less **03 Cottahs 05 Chhitaks** (being Plot no. **A/1**) out of more or less 16 Cottahs 05 Chhitaks appertaining to **L.R. Dag no.730, L.R. Khatian no. 4528** (previously L.R. Kri Khatian no. 449); **(ii)** ALL THAT piece and parcel of Sali land admeasuring an area of more or less **06 Cottahs 08 Chhitaks** (being Plot no. **A/3**) out of more or less 16 Cottahs 05 Chhitaks appertaining to **L.R. Dag no.730, L.R. Khatian no. 4528** (previously L.R. Kri Khatian no. 449) and **(iii)** ALL THAT piece and parcel of Sali land admeasuring an area of more or less **06 Cottahs 08 Chhitaks** (being Plot no. **A/2**) out of more or less 16 Cottahs 05 Chhitaks appertaining to **L.R. Dag no.730, L.R. Khatian no. 4529** (previously L.R. Kri Khatian no. 449), **all within Mouza – Chakpachuria, Pargana – Kolikata, J.L. no. 33, Reh.Sah. no. 205 ½ , Touzi no. 10, District – North 24 Parganas, Police Station – Technocity (previously New Town), Kolkata - 700156 within the limits of B.L. and L.R.O. Rajarhat, within Patharghata Gram Panchayet and under the jurisdiction of Additional District Sub Registrar, Bidhannagar (Salt Lake City).**

- A. The Said Land is earmarked for the purpose of building a [*commercial/residential*] project, comprising **Multi storied** multistoried apartment buildings and the said project shall be known as '**URBAN UTOPIA BLOCK - A**' ("Project");

Provided that where land is earmarked for any institutional development the same shall be used for those purposes only and no commercial/residential development shall be permitted unless it is a part of the plan approved by the competent authority.

- B. 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 OWNER regarding the said land on which Project is to be constructed have been completed;
- C. The **PATHARGHATA GRAM PACHAYET** has obtained **sanctioned building plan bearing no. 1495/RPS dated 02.09.2025**;
- D. The Promoter has obtained the final layout plan approvals for the Project from Patharghata Gram Panchayet. The Promoter agrees and undertakes that it shall not make any changes to these layout plans except in strict compliance with section 14 of the Act and other laws as applicable;
- E. The Promoter has applied for registration of the Project under the provisions of the Act with the **Real Estate Regulatory Authority**.
- F. The Allottee had applied for an apartment in the Project vide application made through E-Mail to the Developer/Promoter herein vide **application dated 16.09.2025** and has been allotted one residential apartment no. _____ (**FROM THE DEVELOPER'S ALLOCATION**), **Super Built Up Area of more or less _____ on the First Floor of the Multi-storied Building namely "URBAN UTOPIA BLOCK - A" having tiles floor** lying and situated upon **ALL THAT** piece and parcel of more

or less **16 Cottahs 05 Chhitaks of Bastu land comprising of ALL THAT more or less 03 Cottahs 05 Chhitaks of Bastu land (being Plot no. A/1) AND ALL THAT** piece and parcel of **more or less 06 Cottahs 08 Chhitaks of Bastu land (being Plot no. A/3)** [{totalling to more or less 09 Cottahs 13 Chhitaks as per Deeds and an area of more or less 16.1838 Decimals as per record equivalent to more or less 09 Cottahs 12 Chhitaks 42 Sq.Ft.}] **AND ALL THAT** piece and parcel of **more or less 06 Cottahs 08 Chhitaks of Bastu land (being Plot no. A/2) as per Deed {an area of more or less 10.7244 Decimals as per record equivalent to more or less 06 Cottahs 08 Chhitaks}, appertaining to R.S. and L.R. Dag no. 730, L.R. Khatian no. Kri 449, currently renumbered as L.R. Khatian no. 4528 (recorded in the name of MAA LAND DEVELOPERS PVT. LTD.) and 4529 (recorded in the name of Saroj Kumar Giri), in Mouza – Chakpachuria, Pargana – Kolikata, J.L. no. 33, Reh.Sah. no. 205 ½, Touzi no. 10, District – North 24 Parganas, Police Station – Technocity (previously New Town), Kolkata - 700156 within the limits of B.L. and L.R.O. Rajarhat, within Patharghata Gram Panchayet and under the jurisdiction of Additional District Sub Registrar, Bidhannagar (Salt Lake City) with all easement rights attached therewith ("Building")**

- G. The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein;
- H. 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;
- I. 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;
- J. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the Apartment as specified in paragraph G;

NOW THEREFORE, in consideration of the mutual representations, covenants, assurances, promises and agreements contained herein and other good 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 paragraph H;

The Total Price for the Apartment (Flat cost Rs. _____) only, Amenities Cost – Rs. _____/- (Rupees _____) only and G.S.T. 1% i.e. Rs. _____/- (Rupees _____) only of the entire consideration amount) therefore, the entire consideration of the Residential Unit is Rs. _____/- (Rupees _____) only including G.S.T. and Amenities charges. ("Total Price").

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, GST, 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 handing 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 to the Allottee, the amount payable as stated in (i) above and the Allottee shall make payment within 30 (thirty) days from the date of such written intimation. 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;
- (iv) The Total Price of Apartment includes: 1) pro rata share in the Common Areas; and 2) 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 payment 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 by discounting such early payments @ 0% per annum for the period by which the respective installment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/ withdrawal, once granted to 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 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 any reduction in the carpet area within the defined limit then Promoter shall refund the excess money paid by Allottee within forty-five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area allotted to Allottee, the Promoter shall demand that from the Allottee 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 Clause 1.2 of this Agreement.

Subject to Clause 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. Further, the right of the Allottee to use the Common Areas shall always be subject to the timely payment of maintenance charges and other charges as applicable. It is clarified that the promoter shall convey undivided proportionate title in the common areas to the association of allottees 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, fire detection and firefighting equipment in the common areas etc. and includes cost for providing all other facilities as provided within the Project.

It is made clear by the Promoter and the Allottee agrees that the **One Self-Contained Residential UNIT NO. _____ (FROM THE DEVELOPER'S ALLOCATION), Super Built Up Area of more or less _____** on the **First Floor** of the **Multi-storied Building namely "URBAN UTOPIA BLOCK - A"** having **tiles floor** 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 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 URBAN UTOPIA BLOCK - A 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 Allottee, for the payment of outgoings (including land cost, ground rent, municipal or other local taxes, charges for water or electricity, maintenance charges, including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the project). If the Promoter fails to pay all or any of the outgoings collected by it 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. _____** as booking amount being part payment towards the Total Price of the **One Self-Contained Residential UNIT NO. _____ (FROM THE DEVELOPER'S ALLOCATION), Super Built Up Area of more or less _____** on the **First Floor** of the **Multi-storied Building** namely "**URBAN UTOPIA BLOCK - A**" having **tiles floor** 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 delays in payment towards any amount for which is payable, he 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 demand by the Promoter, within the stipulated time as mentioned in the Payment Plan through A/c Payee cheque/demand draft or online payment (as applicable) in favour of '**HIVE CONSTRUCTION HOUSING PROJECTS**'.

3. COMPLIANCE OF LAWS RELATING TO REMITTANCES

The Allottee, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act and Rules and Regulations made thereunder or any statutory amendment(s) 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 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 shall 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 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, if any, in his/her name as the Promoter may in its sole discretion deem fit and the Allottee undertakes not to object/demand/direct the Promoter to adjust his payments in any manner.

5. TIME IS ESSENCE

Time is of 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 Schedule C ("Payment Plan").

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 along 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. 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 relevant laws in force 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

Schedule for possession of the said Apartment: The Promoter agrees and understands that timely delivery of possession of **One Self-Contained Residential UNIT NO. _____ (FROM THE DEVELOPER'S ALLOCATION), Super Built Up Area of more or less _____** on the **First Floor** of the **Multi-storied Building namely "URBAN UTOPIA BLOCK - A"** having **tiles floor** is the essence of the Agreement. The Promoter, based on the approved plans and specifications, assures to hand over possession of the [Apartment no. _____] **on/BEFORE 30.09.2028**, 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/Plot], 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, 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.

Procedure for taking possession – The Promoter, upon obtaining the occupancy certificate from the competent authority shall offer in writing the possession of the Apartment no. _____, 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 agree(s) to pay the maintenance charges as determined by the Promoter/association of allottees, as the case may be. The Promoter on its behalf shall offer the possession to the Allottee in writing within **30** days of receiving the occupancy certificate of the Project.

Failure of Allottee to take Possession of Apartment no. _____: Upon receiving a written intimation from the Promoter as per clause 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 clause 7.2, such Allottee shall continue to be liable to pay maintenance charges as applicable.

Possession by the Allottee – After obtaining the occupancy certificate and

handing over physical possession of the Apartment 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 the Allottees or the competent authority, as the case may be, as per the local laws.

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 shall be returned by the promoter to the allottee within **45 days of such cancellation**.

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 compensation under this section 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 herein; 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 Allottee 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 Promoter/Developer has absolute, clear and marketable title with respect to the said Land; 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 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 with respect to the said 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 Promoter 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 Allottee created herein, may prejudicially be affected;
 - (vii) The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement/ arrangement with any person or party with respect to the said Land, including the Project and the said Apartment which will, in any manner, affect the rights of Allottee under this Agreement;
 - (viii) The Promoter confirms 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 Promoter shall handover lawful, vacant, peaceful, physical possession of the [Apartment] to the Allottee and the common areas to the Association of the Allottee;
 - (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 monies, 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;
 - (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 penal 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 by the Allottee under any head whatsoever towards the purchase of the apartment, along with interest at the rate specified in the Rules 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 specified 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 02 consecutive demands** made by the Promoter as per the Payment Plan 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 consecutive months after notice from the Promoter in this regard, the Promoter shall cancel the allotment of the Apartment no. _____ in favour of the Allottee and refund the amount money paid to him by the allottee by deducting the booking amount and the interest liabilities and this Agreement shall thereupon stand terminated.

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 (three) months from the 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 actions 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 the allottees. The cost of such maintenance has been included in the Total Price of the **One Self-Contained Residential UNIT NO. _____ (FROM THE DEVELOPER'S ALLOCATION), Super Built Up Area of more or less _____** on the **First Floor** of the **Multi-storied Building** namely "**URBAN UTOPIA BLOCK - A**" having **tiles floor**.

(Common Expenses)

- **Common Utilities:** All charges, costs and deposits for supply, operation and maintenance of common utilities.
- **Electricity:** All charges for the electricity consumed for the operation of the common lighting, machinery and equipment of the Said Complex, the Said Complex, the road network, STP etc.
- **Association:** Establishment and all other capital and operational expenses of the Association.
- **Litigation:** All litigation expenses incurred for the common purposes and relating to common use and enjoyment of the Common Portions.
- **Maintenance:** All costs for maintaining, operating, replacing, repairing, white-washing, painting, decorating, re-decorating, re-building, re-constructing, lighting and renovating the Common Portions as described in Third Schedule herein respect of the Said Complex [including the exterior or interior (but not inside any Apartment) walls] and the road network, STP etc.
- **Rates and Taxes:** Municipal Tax, Land Revenue Surcharge, Water Tax and other levies for the Said Complex **save** those separately assessed on the **Purchaser/Allottee**. Common Expenses to be borne by each Co-Owner of the building for Care-taker Room and W.C
- **Staff:** The salaries of and all other expenses on the staff to be employed for the common purposes, viz. manager, caretaker, clerk, security personnel, liftmen, sweepers, plumbers, electricians, gardeners etc. including their perquisites, bonus and other emoluments and benefits.
- **Fire Fighting:** Costs of operating and maintaining the fire-fighting equipment and personnel, if any.

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 charge, within 30 (thirty) days, and in the event of Promoter's failure to rectify such defects within such time, the aggrieved Allottee/s shall be entitled to receive appropriate compensation in the manner as provided under the Act.

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 is her right to the use of Common Areas shall be subject to timely payment of total maintenance charges, as determined and thereafter billed by the maintenance agency appointed or the association of 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/closed parking's 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 URBAN UTOPIA BLOCK - A, 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 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 **Flat no. _____** at 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 staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the Apartment and keep the Apartment, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized. The Allottee further undertakes, assures and guarantees that he/she would not put any sign-board / name-plate, neon light, publicity material or advertisement material etc. on the face / facade of the Building or anywhere on the exterior of the Project, buildings

therein or Common Areas. The Allottees shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the Allottee shall not store any hazardous or combustible goods in the Apartment or place any heavy material in the common passages or staircase of the Building. The Allottee shall also not remove any wall, including the outer and load bearing wall of the Apartment. The Allottee shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter and thereafter the association of allottees and/or maintenance agency appointed by association of allottees. The Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

17. COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY ALLOTTEE

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

18. ADDITIONAL CONSTRUCTIONS

The Promoter undertakes that it has no right to make additions or to put up additional structure(s) anywhere in the Project after the building plan has been approved by the competent authority(ies) except for as provided in the Act.

19. PROMOTER SHALL NOT MORTGAGE OR CREATE CHARGE

After the Promoter executes this Agreement he shall not mortgage or create a charge on the Apartment/Building and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee who has taken or agreed to take such Apartment/Building.

20. APARTMENT OWNERSHIP ACT

The Promoter has assured the Allottees that the project in its entirety is in accordance with the provisions of the West Bengal Apartment Ownership Act, 1972. The Promoter showing compliance of various laws/regulations as applicable in the State of West Bengal.

21. BINDING EFFECT

Forwarding this Agreement to the Allottee by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee and secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the Promoter. If the Allottee(s) fails to execute and deliver to the Promoter this Agreement within 30(thirty) days from the date of its receipt by the Allottee and/or appear before the Registrar/Sub-Registrar/ registrar of Assurance for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee for rectifying the default, which if not rectified within 30(thirty) days from the date of its receipt by the Allottee, application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection there with 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/building, 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 Project shall equally be applicable to and enforceable against 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 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 Promoter 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 Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to Act or the Rules and Regulations made thereunder or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

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 complete only upon its execution by the Promoter through its authorized signatory at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoter and the Allottee, in after the Agreement is duly executed by the Allottee and the Promoter or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar. Hence this Agreement shall be deemed to have been executed at the concerned Registration Office.

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:

Allottee name - _____.

Developer name and address - **Hive Construction Housing Projects, a partnership firm having its registered office** at Premises No. 04-0686, Plot No. AAID/2901, Street No- 751, Newtown, Action Area II, near 11 No Tank, Talipark, Kolkata- 700136 represented through its partners **Mr. SUDIP MAITY (PAN - ATOPM0487E; AADHAAR NO. 9414 2144 8090, Mobile no. 8961811314)**, son of Sri Anubhusan Maity, by faith - Hindu, by occupation - business, by nationality - Indian, residing at Chhoto Srikrishnapur, Datan - II, Post Office - Chhoto Srikrishnapur, Police Station - Datan, PIN - 721435, District - Paschim Medinipur, **AND (2) Mr. AZIZUL HAQUE (PAN - AQJPH7233B; AADHAAR NO. 6919 1892 7257, Mobile no. 9874249262)**, son of Sirajul Haque, by faith - Muslim, by occupation - business, by nationality - Indian, residing at Paschim Para, Jatragachi (CT), Post Office - Ghuni, Police Station - Jatragachi, PIN - 700157, District - North 24 Parganas.

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 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 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 through the Adjudicating Officer appointed under the Act.

[The other terms and conditions are as per the contractual understanding between the parties; however, the additional terms and conditions are not in derogation of or inconsistent with the terms and conditions set out above or the Act and the Rules and Regulations made there under].

THE FIRST SCHEDULE ABOVE REFERRED TO

“Said Property”

ALL THAT piece and parcel of Bastu land measuring **an area of more or less 16 Cottahs 05 Chhitaks** consisting of **(i)** ALL THAT piece and parcel of Bastu land admeasuring an area of more or less **03 Cottahs 05 Chhitaks** (being Plot no. **A/1**) out of more or less 16 Cottahs 05 Chhitaks appertaining to **L.R. Dag no.730, L.R. Khatian no. 4528** (previously L.R. Kri Khatian no. 449); **(ii)** ALL THAT piece and parcel of Bastu land admeasuring an area of more or less **06 Cottahs 08 Chhitaks** (being Plot no. **A/3**) out of more or less 16 Cottahs 05 Chhitaks appertaining to **L.R. Dag no.730, L.R. Khatian no. 4528** (previously L.R. Kri Khatian no. 449) and **(iii)** ALL THAT piece and parcel of Bastu land admeasuring an area of more or less **06 Cottahs 08 Chhitaks** (being Plot no. **A/2**) out of more or less 16 Cottahs 05 Chhitaks appertaining to **L.R. Dag no.730, L.R. Khatian no. 4529** (previously L.R. Kri Khatian no. 449), **all within Mouza – Chakpachuria, Pargana – Kolikata, J.L. no. 33, Reh.Sah. no. 205 ½ , Touzi no. 10, District – North 24 Parganas, Police Station – Technocity (previously New Town), Kolkata - 700156 within the limits of B.L. and L.R.O. Rajarhat, within Patharghata Gram Panchayet and under the jurisdiction of Additional District Sub Registrar, Bidhannagar (Salt Lake City).** with all easement rights attached therewith

The aforesaid land is butted and bounded by:

ON THE NORTH : **Gram Panchayet Road;**

ON THE South : Land;
ON THE West : Land of Dag no. 730; and
ON THE EAST : **Land.**

THE SECOND SCHEDULE ABOVE REFERRED TO

Part I

(Said Residential Unit)

(Sale Agreement without possession under construction)

One Self-Contained Residential UNIT NO. _____ (FROM THE DEVELOPER'S ALLOCATION), Super Built Up Area of more or less _____ on the First Floor of the Multi-storied Building namely "URBAN UTOPIA BLOCK - A" having tiles floor of the Multi-storied Building namely "URBAN UTOPIA BLOCK - A" lying and situate at land measuring totalling to more or less 08 Cottahs 32 Sq.Ft. lying and situated on two amalgamated lands i.e. ALL THAT piece and parcel of Bastu land measuring an area of more or less 16 Cottahs 05 Chhitaks consisting of (i) ALL THAT piece and parcel of Bastu land admeasuring an area of more or less 03 Cottahs 05 Chhitaks (being Plot no. A/1) out of more or less 16 Cottahs 05 Chhitaks appertaining to L.R. Dag no.730, L.R. Khatian no. 4528 (previously L.R. Kri Khatian no. 449); (ii) ALL THAT piece and parcel of Bastu land admeasuring an area of more or less 06 Cottahs 08 Chhitaks (being Plot no. A/3) out of more or less 16 Cottahs 05 Chhitaks appertaining to L.R. Dag no.730, L.R. Khatian no. 4528 (previously L.R. Kri Khatian no. 449) and (iii) ALL THAT piece and parcel of Bastu land admeasuring an area of more or less 06 Cottahs 08 Chhitaks (being Plot no. A/2) out of more or less 16 Cottahs 05 Chhitaks appertaining to L.R. Dag no.730, L.R. Khatian no. 4529 (previously L.R. Kri Khatian no. 449), all within Mouza – Chakpachuria, Pargana – Kolikata, J.L. no. 33, Reh.Sah. no. 205 ½ , Touzi no. 10, District – North 24 Parganas, Police Station – Technocity (previously New Town), Kolkata - 700156 within the limits of B.L. and L.R.O. Rajarhat, within Patharghata Gram Panchayet and under the jurisdiction of Additional District Sub Registrar, Bidhannagar (Salt Lake City). The layout of Said Residential Unit is delineated on the Plan annexed hereto and bordered in color Red thereon.

Part II

(Said Residential Unit, And Appurtenances)

[Subject Matter of this Agreement]

The Land Share, being undivided, impartible, proportionate and variable share in the land comprised in the Said Property, as be attributable and appurtenant to the **Said Residential Unit**, situated on **First Floor**, of **Multi-storied Building**, constructed on the **SAID PROPERTY**.

Subject to the terms and conditions of this Agreement.

The Share in Common Portions, being undivided, impartible, proportionate and variable share and/or interest in the Common Portions described in the Part I & II of the **Third Schedule** below, as be attributable and appurtenant to the **Said Residential Unit**,

subject to the terms and conditions of this Agreement.

THE THIRD SCHEDULE ABOVE REFERRED TO

(Common Portions)

PART I

Electric motor with pump for lifting of water from underground reservoir to overhead tank.
One Deep Tube-well will be provided.

Underground Septic Tank: As per specification underground septic tank will be provided.

Each floor having washing basin point;

Each floor water line for washing floor;

Each floor having common dustbin;

Each floor common MCB point;

Pump Room: Water Motor Pump to be cover with iron grill gate for safety.

Power supply and Meter space – Adequate power supply to be arrange and Meter space duly covered to be provided.

Common Toilet.

Common Easement and Free ingress and egress.

Main Gate.

PART II

Amenity and Services: -

1. CC TV Camera
2. Power Backup - Generator
3. Water supply
4. WIFI
5. **Lift**
6. **Rooftop garden;**
8. **Guest Waiting Zone.**

ELECTRIC LINE AND FITTING IN COMMON SPACE:

Adequate electric line/points to be provided at all common areas, amenities and facilities, like stairs, caretaker room, pump room, common bath room, lift machine room common passage, roof etc.

PART – III (SPECIFICATIONS)

Foundation	R.C.C foundation with tie beams – according to structural drawing.
Wall – Internal	Traditional red brick, internal wall 3 inches or 5 inches & 8 inches, according to necessity.
Wall - External	Traditional Red Brick, External Wall 8 inches.

	Common Wall 5 inches.
Doors	Main door (both sides laminated) and both doors (inner and outer) be of quality wooden frames with solid core flush doors.
Windows	Color anodized / Powder coated aluminum sliding windows with clear glass and iron grill.
Living/Dining / Bedroom	Flooring with Vitrified tiles (2x2 or 4x2).
Kitchen	Floor – Vitrified tiles. Granite slab with stainless steel sink. Wall tiles up to 03 (three) feet height above counter.
Toilets	Hot and Cold-water line provision with CPVC pipes. CP fittings including Health Faucet of Essco/Jaquar/similar. Dado of ceramic tiles up to door height. Wall tiles upto 7 feet. Sanitary ware with ceramic cistern and basin of Essco /Jaquar/Joy/ similar Pipes of Supreme/Ashirvad/Joy/equivalent. Floor – Anti-skid tiles/water treatment/concealed water supply, smart bathroom concept.
Electricals	a) Concealed-wiring Finolex/V.Guard/Havells/equivalent copper wiring with modular Finolex/V.Guard/Havells/equivalent switches. b) One Refrigerator point, One TV point, Two Lights and One fan point and One foot-lamp point. c) Three Light Points, one Fan Point, in all bedrooms. One bed switch with Two Plug points. d) One light point, One Fan point in all toilets. One Geyser point in common toilet. e) One point for chimney, One point for Mixer grinder, One point for Microwave and One light point in kitchen, one 16 Amp point extra. f) One AC point at each bed room. g) One washing machine point at balcony h) MCB of Finolex/V.Guard/Havells/equivalent i) Switch : Anchor/Legrand/V Guard/Indo Asian or equivalent
Interior finish	Putty over plastered walls
Exterior finish	Quality Exterior Paint with weather coating
Lift Facility	Automatic elevator from reputed brand

Roof	Properly Waterproofed.
Grill	Balcony 2.5 to 3 feet iron grill.

(Schedule of Payments)

10% of the Total consideration on or before Execution of Agreement for Sale.

15% of the Total consideration on or before Foundation.

10% of the Total consideration on or before 1st roof casting.

10% of the Total consideration on or before 2nd roof casting.

10% of the Total consideration on or before 3rd roof casting.

10% of the Total consideration on or before 4th roof casting.

5% of the Total consideration on or before 5th roof casting.

5% of the Total consideration on or before Brick works

5% of the Total consideration on or before flooring and plaster of Paris.

5% of the Total consideration On or before Plumbing and Electrical Work.

5% of the Total consideration On or Before Flooring and Putty.

5% of the Total consideration On or before Door fitting, Grill Work.

Balance 5 % of the Total consideration amount to be paid at the time of Deed of Conveyance.

The Payment should be made along with G.S.T as applicable.

The parties hereby execute and registration of this **Agreement for Sale** in respect of the said **Unit/Flat**.

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, sealed and delivered in the

Presence of

Witnesses :

1)

Signature of DEVELOPER

2)

Signature of ALLOTTEE