

AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE made on this _____ day of _____ Two
Thousand and Twenty Three

BETWEEN

MR. TAPAN DEY (PAN AGRPD4458J) (AADHAR No.458100879905) son of Late Khagendra Nath Dey, by faith Hindu, by Nationality – Indian, by occupation business, residing at 282, S.K. Deb Road, P.S. – Lake Town, Kolkata – 700048 **2) MRS. MOLLI DEY SARKAR alias KAMALA DEY SARKAR (PAN EYKPS3603H) (AADHAR No.786787715943)** wife of Late Sasanka Dey Sarkar and daughter of Late Khagendra Nath Dey, by faith Hindu, by Nationality – Indian, by occupation - home - maker, residing at 46/1, Durga Charan Mitra Street, P.S. Bortalla, Kolkata – 700006 **3) MRS. USHA DEY(PAN AORPD8613H) (AADHAR No.913167853014)** wife of Late Suresh Chandra Dey and daughter of Late Khagendra Nath Dey, by faith Hindu, by Nationality – Indian, by occupation home - maker, residing at 95/2/1, Dakshindari Road, P.S. – Lake Town, Kolkata – 700048 **4) MR. SWAPAN KUMAR GUHA THAKURATA(PAN ADYPG2058B) (AADHAR No.788623564914)** son of Late Gopal Chandra Guha Thakurata, by faith Hindu, by Nationality – Indian , by occupation retired, residing at FR – 5/2 Jyangra Dakshin Math Rajarhat Gopalpur P.S. – Baguiati, Kolkata – 700059 and **5) MR. SUSOVAN GUHA THAKURATA (PAN ARJPG7247F)(AADHAR No.880730074207)** son of Mr. Swapan Kumar Guha Thakurata, by faith Hindu, by Nationality – Indian, by occupation business, residing at FR – 5/2 Jyangra Dakshin Math Rajarhat Gopalpur P.S. – Baguiati, Kolkata – 700059, jointly hereinafter called the **“VENDOR”** (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his heirs, executors, administrators, legal representatives, successor or successors and assigns).

MR. AAYUSH TEKRIWAL, (PAN ABXPT9559K) (AADHAR No. 532158995808) son of Mr. Dwarika Prasad Tekriwal, by faith – Hindu, by Nationality – Indian, by occupation – Business, residing at P-227, Lake Town, Block-‘B’, Police Station – Lake Town, Kolkata – 700 089, one of the partner of **M/S NIRMALA DEVELOPERS (PAN NO. AARFN0495R)**, having its office at 312 Lake Town ‘Block – A’, Ground floor, P.S. Lake Town, Kolkata – 700089, represented as constituted attorney on behalf of the Vendor, of the **FIRST PART**.

.

AND

(1) (**PAN.**) (**AADHAR No.....**) son of, by faith, by occupation, residing at, Post Office –, Police Station. –, Pin –, District – hereinafter called and referred to as the **ALLOTTEE/PURCHASER**, (which terms or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their heirs, executors, administrators, legal representatives and assigns) of the **SECOND PART**.

AND

M/S NIRMALA DEVELOPERS (PAN AARFN0495R) a Partnership firm having its principal place of business at 312 Lake Town ‘Block – A’, Ground floor, P.S. Lake

Town, Kolkata – 700089, represented by one of the partner namely **MR. AAYUSH TEKRIWAL, (PAN ABXPT9559K) (AADHAR No. 532158995808)**, son of Mr. Dwarika Prasad Tekriwal, by Religion – Hindu, by occupation – Business, by Nationality – Indian, residing at P-227, Lake Town, Block-‘B’, Police Station – Lake Town, Kolkata – 700 089, hereinafter called the **“PROMOTER / DEVELOPER/CONFIRMING PARTY”** (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successor or successors-in-office and assigns) of the **THIRD PART**

SECTION – I # DEFINITIONS AND INTERPRETATIONS

A. DEFINITIONS: Unless, in this agreement, there be something contrary or repugnant to the subject or context:

- (i) **“Act”** shall mean the Real Estate (Regulation and Development) Act, 2016 as amended from time to time and wherever the context so permits include the rules framed thereunder;
- (ii) **“Association”** shall mean a company, society, association of persons or any other body that may be formed by the Co – owners for the Common Purposes in terms of Clause 8 and its sub – clauses hereinbelow;
- (iii) **“Building Complex”** shall mean the said Premises with the building thereon and include the Common Areas and Installations thereof;
- (iv) **“Building Plan”** shall mean the plan for construction of the seven storied Building sanctioned by the South Dum Dum Municipality vide Building Permit No. 1081 dated 15/12/2022 and include modifications thereof sanctioned by the South Dum Dum Municipality.
- (v) **“Building”** shall mean a building including car parking spaces being constructed by the Promoter at the said Premises, for the time being, in the proposed multi storied building.
- (vi) **“Common Areas, Amenities & Facilities”** according to the context shall mean and include the areas installations and facilities comprised in and for the Building Complex as specified in **Schedule - D** hereunder written and expressed by the Owner for common use and enjoyment of the Co – Owners in common with the Owner and other persons permitted by the Owner;
- (vii) **“Common Expenses”** shall mean and include all expenses for the Common Purposes including those mentioned in the **Schedule - B1** hereunder written;
- (viii) **“Common Purposes”** shall mean and include (a) maintenance and administration of the Building Complex and in particular the Common Areas and Installations, (b) rendition of common services in common to the Co –

owners, (c) collection and disbursement of common expenses and (d) dealing with matters of common interest of the Co – owners and their mutual rights and obligations;

- (ix) **“Co – owners”** shall mean all the buyers who from time to time have purchased any Unit or have agreed to purchase any Unit and taken possession thereof including the Owner for those Units not alienated or agreed to be alienated by it;
- (x) **“Designated Unit”** shall mean the Unit described in **Schedule A - 1** hereunder written and may include the right of parking car at the Parking space;
- (xi) **“Maintenance – in – Charge”** shall, until formation of the Association in terms of Clause 19 and its sub – clauses herein, mean the Owner and / or its appointed one or more agencies or nominees to look after the maintenance and administration of the Building Complex and other common purposes and upon its formation mean the Association.
- (xii) **“Parking Spaces”** shall mean the Car Parking facility of the Building of the said Premises expressed or intended by the Owner to be used for parking of motor cars or other vehicles.
- (xiii) **“Proportionate” or “Proportionately”** for calculating the share of the Purchaser hereto or of any other Co – owner (a) in the land contained in the said Premises, (b) in the Common Areas and Installations and (c) the Common expenses or any other matter connected the Building or any part thereof, shall mean the proportion in which the built – up area of the Designated Unit may bear to the aggregate built – up area of all the Units for the time being in the Building.
- (xiv) **“Said Premises”** shall mean Premises no. 95/2/1, Dakshindari Road, being Municipal Holding No. 897/A, Dakshindari Road, Police Station – Lake Town, Kolkata – 700048, fully described in the First Schedule hereunder written;
- (xv) **“Units”** shall mean the residential flats and other constructed spaces in the Building capable of being exclusively held used or occupied by a person;

B. RULES FOR INTERPRETING THIS DOCUMENT:

- (i) Headings are for convenience only, and do not affect interpretation;
- (ii) A singular words includes the plural, and vice versa;
- (iii) A word which suggests one gender includes the other genders;
- (iv) A Clause includes its sub – clause(s), if any, thereof;

- (v) If a word is defined, another part of speech of such word shall be deemed to have the corresponding meaning;
- (vi) A reference to a statutory provision includes a reference to any modification or re – enactment thereof for the time being in force and all statutory instruments, rules and bye – laws made pursuant thereto ;
- (vii) Reference to any agreement, contract, deed or document including the agreement shall be construed as a reference to it as it may have been or may from time to time be amended, varied, altered, modified, supplemented or novated.

SECTION – II # RECITALS

- A.** The Vendor is the absolute and lawful owner of **ALL THAT** piece or parcel of undivided proportionate land hereditaments and premises containing by estimation an area of **09(nine) Cottahs 00 (zero) Chittacks 00 (zero) Sq.ft.** be the same a little more or less alongwith all other common service areas, amenities and facilities appended thereto including all easement rights and appurtenances thereof lying and situate at and being Premises no. 95/2/1, Dakshindari Road, being Municipal Holding No. 897/A, Dakshindari Road in Mouza – Kankuri, Dihi – Panchannagram, J.L. No. 28, R.S. Dag No. 213, under Khatian No. 55 and modified Khatian No. 385, thereafter Khatian No. 394, 395, 396 397 and 398, and presently Khatian No. 240, 104, 34, 39, P.S. – Lake Town, previously Dum Dum, under Ward No. 34, South Dum Dum Municipality, Kolkata – 700048, Additional District Sub – Registrar, Bidhannagar, Salt Lake City, District – 24 Parganas (North), hereinafter called the said **“LAND”**, morefully and particularly described in the **SCHEDULE A** hereunder written
- B. AND WHEREAS** the Vendor herein was desirous of constructing a multi storied building in the said **“LAND”** but owing to lack of technical know – how approached the Promoter herein and on mutual understanding and negotiation the Vendor and Promoter herein on 20/02/2020 entered into registered Development Agreement for terms and covenants set forth therein and the same was recorded in Deed No. 503 for the year 2020 registered in the office of ADSR Bidhannagar, Salt Lake City.
- C. AND WHEREAS** in connection with the said Development Agreement, as aforesaid, Development Power of Attorney, granted on 20th day of February, 2020, registered in the office of the Additional District Sub – Registrar, Bidhannagar, Salt Lake City, District – 24 Parganas (North) and the same being recorded in Deed No. 511 for the year 2020 in favour of **(1) MR. AAYUSH TEKRIWAL** son of Sri Dwarka Prasad Tekriwal, by faith – Hindu, by occupation – Business, residing at 227 Lake Town Block – ‘B’ P.S. – Lake Town, Kolkata - 700089, and **(2) MRS. MAYUKA AGARWAL** wife of Mr. Aayush Tekriwal, by faith – Hindu, by occupation – Business, residing at BE – 78, Salt Lake, P.O. & P.S. – Salt Lake, Kolkata – 700064, partners of **M/S**

NIRMALA DEVELOPERS a Partnership firm having its principal place of business at 312 Lake Town 'Block - A', Ground floor, P.S. Lake Town, Kolkata - 700089 having its partners, being the Promoter / Developer, empowering inter-alia to develop the said land and to sign and execute different Agreement for sale and Deed of Conveyance in respect of different flats/units within the Developer's Allocation in the building on the said plot of land to the intending purchaser or purchasers thereof, and other terms and conditions contained therein. The facts about devolution of to the said **"LAND"**, in favour of the Promoter / Owner is mentioned in **Schedule E** hereunder written (**SAID PROPERTY**).

- D. The Said **"LAND"** is earmarked for the purpose of building a residential, purpose project, comprising seven storied buildings consisting of residential apartments and car parking spaces and the said project shall be known as **"NIRMALA ORCHID"** ("Project").
- E. The Vendor and 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 regarding the Said **"LAND"** on which the Project is to be constructed have been completed;
- F. The Promoter has duly obtained the building sanction plan vide No.1081 dated 15/12/2022 from the concerned South Dum Dum Municipality with respect to construction of multi storied building in the said **"LAND"**. The Promoter/Owner agrees and undertakes that it shall not make any changes to approved plans except in strict compliance with the laws as applicable;
- G. The Allottee has been allotted Unit/Apartment no. super built up area of **square feet, (tiles flooring)** more or less on the **floor** together with right to park a car in the floor of the project morefully and particularly described in **Schedule A - 1** written hereunder and hereinafter referred to as the **"UNIT / APARTMENT"** and the floor plan of the **"UNIT / APARTMENT"** is annexed hereto and marked as Annexure; as permissible under the applicable law and of pro rata share in the common areas morefully and particularly described in **Schedule D** written hereunder and hereinafter referred to as the **"COMMON AREAS, AMENITIES AND FACILITIES"**.
- H. The Allottee have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein:
- I. The Parties hereby confirm that they are signing this Agreement and that the Allottee herein has taken inspection of the abstracts of title of the Owner and the Promoter and also the said sanctioned plan, and materials relating to the said unit, being **"UNIT / APARTMENT"**, within the said Project, and made themselves fully conversant with the contents thereof, and has fully satisfied

themselves as to the title of the present owner- the Promoter with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the Project;

- J. 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;
- K. 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 from the Developer's allocation and the Allottee hereby agrees to purchase the Unit / Apartment morefully mentioned in **Schedule A-1**, written hereunder.

SECTION - III # AGREEMENT

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:

1.1 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 Unit / Apartment morefully and particularly mentioned in the **Schedule A-1**.

1.2 The Total Price payable for the Unit /Apartment is morefully and particularly mentioned in the **Schedule-B**, written hereunder. That over and above the said amount towards the sale consideration Allottee/Purchaser shall also be liable to pay the payment of the misc. charges morefully and particularly mentioned in the **Schedule-B1**, written hereunder.

Explanation:

(i) The Total Price above includes the booking amount paid by the Allottee/Purchaser to the Promoter towards the Unit / Apartment;

(ii) The Total Price above excludes Taxes (consisting of tax paid or payable by the Promoter by way of G.S.T. and Cess or any other similar taxes which may be levied, in connection with the construction of the Project payable by the Promoter, by whatever name called) up to the date of handing over the possession of the Unit /Apartment to the allottee and the project to the association of allottees or the competent authority, as the case may be, after obtaining the completion certificate; However, all the applicable taxes including the property tax etc. after the handing over of the possession of the Unit / Apartment or from the date of final payment as per the payment schedule, whichever is earlier, shall be payable by the Allottee/ Purchaser himself.

Provided that in case there is any change / modification in the taxes, the subsequent amount payable by the Allottee/ Purchaser to the Promoter shall be increased/reduced based on such change /modification. In terms of such laws/rules and regulations and its applicability;

Provided further that if there is any increase in the taxes after the expiry of after the handing over of the possession of the Unit / Apartment or from the date of final payment as per the payment schedule, whichever is earlier, the same shall not be charged from the Allottee / Purchaser, provided that such taxes and levies does not have retrospective effect;

(iii) The Promoter shall periodically intimate in writing to the Allottee /Purchaser, the amount payable as stated in clause (i) above and the Allottee / Purchaser shall make payment demanded by the Promoter within **30 (thirty) days** from such written intimation. In addition, the Promoter shall provide to the Allottee / Purchaser 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. Time is the essence of contract.

(iv) The Total Price of Completed Unit / Apartment finished as per specifications morefully and particularly mentioned in **Schedule C**, written hereunder along with the misc. charges includes recovery of price of land underneath the building, construction of the Common Areas, internal development charges, external development charges, and includes cost for providing all other facilities, amenities and specifications to be provided within the Unit / Apartment and the Project but it will exclude Taxes.

1.3 The Total Price is escalation-free, save and except increases which the Allottee / Purchaser 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 / Purchaser 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 / Purchaser, which shall only be applicable on subsequent payments. Provided that if there is any new imposition or increase of any development charges after the handing over of the possession of the Unit / Apartment or from the date of final payment as per the payment schedule, whichever is earlier, the same shall not be charged from the Allottee Purchaser, provided that such taxes and levies does not have retrospective effect.

1.4 The Allottee(s) / Purchaser shall make the payment as per the payment plan set out in "Payment Plan" morefully and particularly mentioned in **Schedule B** written hereunder. Further the Allottee / Purchaser shall also bear all the stamp duty, registration fee and allied expenses payable on this agreement and the sale deed and other documents to be executed in pursuance hereof.

1.5 It is agreed that the Promoter is entitled to make any additions and alterations in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities described herein at **Schedule C** and **Schedule D** (which shall be in conformity with the advertisement, prospectus etc. on the basis of which sale is effected) in respect of the Unit / Apartment, without the previous written consent of the Allottee / Purchaser. Provided that the Promoter may make such minor additions or alterations as may be required by the Allottee / Purchaser, with prior approval of the Allottee / Purchaser on payment of extra charges by the Allottee / Purchaser, if any, as may be applicable for such addition alteration.

1.6 Subject to clause 8.2 the Promoter agrees and acknowledges, the Allottee / Purchaser shall have the right to the Unit /Apartment as mentioned in **Schedule-A1**:

(i) The Allottee / Purchaser shall have exclusive ownership of the Unit / Apartment.

(ii) The Allottee / Purchaser shall also have right to use the Common Areas transferred to the association of Allottees / Purchaser. Since the share interest of Allottee / Purchaser in the Common Areas is undivided and cannot be divided or separated, the Allottee / Purchaser 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 association of Allottees / Purchaser after duly obtaining the completion certificate from the competent authority. Further, the right of the Allottee / Purchaser to use the Common facilities shall always be subject to the timely payment of maintenance charges and other charges as applicable from time to time.

(iii) The Allottee / Purchaser has the right to visit the project site to assess the extent of development of the project and his / her / their Unit / Apartment, as the case may be, subject to prior consent of the project engineer and complying with all safety measures while visiting the site.

1.7 It is made clear that the Project is an independent, self-contained Project covering the said Land underneath the building 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 / Purchaser as morefully mentioned clause No. I hereinabove. It is clarified that Project's facilities and amenities shall be available only for use and enjoyment of the Allottees / Purchaser of the project.

1.8 The Allottee / Purchaser has paid a sum equivalent to 10% of the total price as booking amount being part payment towards the Total Price of the Apartment which includes token amount/any advances paid at the time of application the receipt of which the Promoter hereby acknowledges and the Allottee / Purchaser hereby agrees to pay the remaining price of the Unit / Apartment as prescribed in the **Payment Plan [Schedule B]** as may be demanded by the Promoter within the time as specified in clause 1.2 (iii) above and in the manner in the **Payment Plan [Schedule B]**.

2. MODE OF PAYMENT:

Subject to the terms of the Agreement and the Promoter abiding by the construction milestones, the Allottee / Purchaser shall make all payments, on written demand by the Promoter, within the stipulated time as mentioned in the Payment Plan (**Schedule B**) through A/c Payee cheque/demand draft/bankers cheque or online payment (as applicable) in favour of Promoter payable at Kolkata at its office.

3. COMPLIANCE OF LAWS RELATING TO REMITTANCES:

3.1. The Allottee / Purchaser, 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, 1934 and the Rules and Regulations made there under 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 / Purchaser understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve of 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.

3.2. The Promoter accepts no responsibility in regard to matters specified in clause 3.1 above. The Allottee / Purchaser shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee / Purchaser subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee / Purchaser 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 / Purchaser and such third party shall not have any right in the application/allotment of the said Unit / Apartment applied for herein in any way and the Promoter shall be issuing the payment receipts in favour of the Allottee / Purchaser only.

4. ADJUSTMENT/APPROPRIATION OF PAYMENTS:

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

5. CONSTRUCTION OF THE PROJECT/APARTMENT:

5.1 The Allottee / Purchaser has seen the proposed layout plan, specifications, amenities and facilities of the Unit / Apartment and accepted the floor plan, payment plan and the specifications, amenities and facilities as mentioned in the **Schedule C** and **Schedule D** 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 Municipal Authority. Without prejudice to the aforesaid, the Promoter shall be at liberty to make such minor alterations as the Promoter may deem fit and proper without the consent of the Allottee / Purchaser or any other Co – Owner.

5.2 The Allottee / Purchaser shall not in any manner cause any objection obstruction interference impediment hindrance or interruption in the construction and completion of the Building or any part thereof and / or Building Complex by the Promoter including in its making minor alterations thereto (notwithstanding any temporary obstruction or disturbance in his using and enjoying his Designated Unit).

5.3 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 / Purchaser 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 Allottees / Purchasers shall be entitled to receive appropriate compensation in the manner as provided under the Act. It is however made clear that, in case the Allottee / Purchaser, without first notifying the Promoter and without giving to it the opportunity to inspect assess and determine the nature of the purported structural defect, then the Promoter shall be relieved of its obligation to rectify such purported defect and the Allottee / Purchaser shall not be entitled to any cost or compensation in respect thereof.

6. TIME IS ESSENCE:

6.1 Possession of the Apartment: This Agreement for Sale is without possession. Subject to the Allottee / Purchaser meeting all his obligations under this Agreement and force majeure, the Promoter assures to hand over complete habitable peaceful vacant possession of the Unit /Apartment along with ready and complete common areas to the association of Allottees / Purchasers subject to the same being formed and registered, with all specifications, amenities and facilities of the project within 31st December, 2024 with a maximum extension period of **06** (six) months only owing to Force Majeure as defined in Black Law's dictionary. The stipulated time above shall be the essence of the Agreement unless delay is caused by Force Majeure as defined in Black Law's dictionary. Although it is well understood by and between the parties to the present Agreement that in case of

any restriction being imposed either by the State or Union Government owing to Covid-19 pandemic for a specific period of time, then such time period shall be excluded from the aforesaid period of handing over of possession.

6.2 Procedure for taking possession - The Promoter, upon obtaining the completion certificate from the competent authority shall offer in writing the possession of the Unit / Apartment, to the Allottee / Purchaser in terms of this Agreement to be taken within 30 (thirty) days from the date of issue of completion certificate subject to payment of all amounts due and payable under this Agreement and Registration of Deed of Sale. The Allottee / Purchaser, after taking possession, agree(s) to pay the maintenance charges as determined by the Owner /Promoter/association of allottees, as the case may be from the date of the issuance of the completion certificate for the project. The Promoter shall hand over the photocopy of completion certificate of the project to the Allottee / Purchaser at the time of registration of sale deed of the same.

6.3 Failure of Allottee / Purchaser to take Possession of Apartment – Upon receiving a written intimation from the Promoter as per clause 6.2, the Allottee / Purchaser shall take possession of the Unit / Apartment from the Promoter by executing Registered Deed of Sale and such other documentation, if any, as prescribed in this Agreement, and the Promoter shall give possession of the Unit / Apartment to the Allottee / Purchaser. In case the Allottee / Purchaser fails to take possession within the time provided in clause 6.2 such Allottee / Purchaser shall be liable to pay interest @ 10% on amount due and payable in terms of this agreement, maintenance charges as specified in clause 6.2, municipal tax and other outgoings and further holding charge of Rs.10,000/- per month or part thereof for the period of delay of to taking possession.

6.4 Possession by the Allottee / Purchaser - After obtaining the completion certificate and handing over physical possession of the Unit / Apartment to the Allottee / Purchaser, it shall be the responsibility of the Promoter to hand over the necessary documents and plans, including common areas, to the association of Allottee / Purchaser upon its formation and Registration;

Provided that, in the absence of any local law, the Promoter shall handover the necessary documents and plans, including common areas, to the association of Allottee / Purchaser or the competent authority, as the case may be, within sixty days after formation and registration of the association of Allottee / Purchaser.

7. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER:

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

(i) The Promoter 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 is no encumbrances upon the said **"LAND"** or the Project;

(iv) There are no litigations pending before any Court of law or Authority with respect to the said **"LAND"**, Project or the Unit / Apartment;

(v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, said **"LAND"** and Unit / 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 Unit / Apartment and common areas till the date of handing over of the project to the association of Allottees / Purchasers;

(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 / Purchaser created herein, may prejudicially be affected;

(vii) The Promoter has not entered into any agreement for sale and/or any other agreement / arrangement with any person or party with respect to the said Unit / Apartment which will, in any manner, affect the rights of Allottee / Purchaser under this Agreement;

(viii) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Unit / Apartment to the Allottee / Purchaser in the manner contemplated in this Agreement;

(ix) At the time of execution of the deed of sale the Promoter shall handover lawful, vacant, peaceful, physical possession of the Unit / Apartment to the Allottee / Purchaser and the common areas to the association of Allottee / Purchaser once the same being formed and Registered;

(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 said **"LAND"**;

(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 till the completion certificate has been issued irrespective of possession of apartment along with common areas (equipped with all the specifications, amenities and facilities) has been handed over to the Allottee / Purchaser and the association of Allottees / Purchasers or not;

(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.

8. EVENTS OF DEFAULTS AND CONSEQUENCES:

8.1. Subject to the Force Majeure clause, the Promoter shall be considered under a condition of Default if the Promoter fails to provide ready to move in possession of the Unit / Apartment to the Allottee / Purchaser within the time period specified in clause 6.1, the Allottee / Purchaser is either entitled to stop making further payments to Promoter as demanded by the Promoter. If the Allottee / Purchaser stops making payments the Allottee / Purchaser, shall correct the situation by completing the construction milestones and only thereafter the Allottee / Purchaser be required to make the next payment without any interest. Be it mentioned apart from Force Majeure if the Promoter fails to construct the Designated Unit / Apartment within the time period specified in clause 6.1, then the Promoter shall be liable to pay to the Allottee / Purchaser interest at the rate specified in the Act on the part payment of the consideration until then paid by the Allottee / Purchaser to the Promoter for the period of delay PROVIDED THAT if the delay continues for a period of more than 06 (six) months the Allottee / Purchaser shall be entitled at any time thereafter to cancel the contract placed hereunder by a notice in writing. In the event of such cancellation, the Promoter shall refund the entire earnest money until then paid by the Allottee / Purchaser to the Allottee / Purchaser with interest at the rate specified in the Act within 45 days of such cancellation.

For the purpose of this para 'ready to move in possession' shall mean that the Unit / Apartment shall be in a habitable condition which is complete in all respects including the provision of all specifications, amenities and facilities, as agreed to between the parties, and for which occupation certificate and completion certificate, as the case may be, has been issued by the competent authority;

8.2 The Allottee / Purchaser shall be considered under a condition of Default, in case the Allottee / Purchaser fails to make payments as per the **Payment Plan (Schedule B)** annexed hereto, or commits any breach of the terms or conditions herein contained, then or in any of such events, the Promoter shall give 60 days notice to the Allottee / Purchaser to pay the amounts under default or to rectify the breach. In case the Allottee / Purchaser fails or neglects to make the payments of the said amounts under default with applicable interest or to rectify the breach complained of within the said period of 60 days, the Promoter may at its sole option and without prejudice to its rights sue the Allottee / Purchaser as provided for hereinafter, or any other right or remedy, provided to the Promoter herein, terminate and rescind this agreement. In the event of such termination and recession, the rights and claims, if any, of the Allottee / Purchaser against the Promoter, the Designated Unit / Apartment, shall stand extinguished without the right of the Allottee / Purchaser over and in respect of the same and the Promoter shall be entitled to forfeit a sum equivalent to 10% of the total consideration amount and the interest accrued till the date of recession and termination of this agreement on the delayed payments, if any and as and by way of pre - determined

compensation and liquidated damages. The balance amount, if any, remaining with the Promoter out of the earnest monies until then received, by the Promoter from the Allottee / Purchaser without any interest within 45 days from the date of such termination or recession of this Agreement. It is agreed by the parties that the pre – determined compensation and liquidated damages mentioned above has been mutually assessed by the parties to be genuine and reasonable estimate of the damage expected to be suffered by the Promoter in the event mentioned hereinabove. Consequently, it will not be open to the Allottee / Purchaser, at any time, to contend to the contrary. However in case the Promoter condones the default of the Allottee / Purchaser then and in such event the Allottee / Purchaser shall, along with such dues, and / or arrears, pay interest at the rate specified in the Act on all amounts remaining unpaid to the Promoter.

8.3 For better understanding total consideration shall mean the full sale price as mentioned herein **Schedule B**.

9. CANCELLATION / TERMINATION –

The Allottee / Purchaser shall have the right to cancel/ withdraw his allotment in Unit / Apartment in the Project subject to deduction of 10% of the total consideration amount, if the said cancellation is done after execution of the present; morefully and particularly described in clause 8.2 as specified above.

10. CONVEYANCE OF THE SAID APARTMENT:

The Promoter, on receipt of Total Price of the Apartment as per **Schedule - B** under the Agreement from the Allottee / Purchaser, shall execute a deed of sale drafted by the Promoter's Advocate and convey the title of the Apartment together with proportionate indivisible share in the Common Areas within 30 (thirty) days from the date of issuance of the completion certificate to the Allottee / Purchaser: However, in case the Allottee / Purchaser fails to deposit the stamp duty and/or registration charges within the period mentioned in the notice, the Allottee / Purchaser authorizes the Promoter to withhold registration of the deed of sale in his/her favour till payment of stamp duty and registration charges and the allottee shall be bound by its obligations as morefully mentioned in clause 6.3 of this agreement.

11. COMPLIANCE WITH RESPECT TO THE APARTMENT:

11.1. The Allottee / Purchaser shall, after taking possession, be solely responsible to maintain the Unit / 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 Unit / 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 Unit / Apartment and keep the Unit / 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.

11.2. The Allottee / Purchaser 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 facade of the Building or anywhere on the exterior of the Project, buildings therein or Common Areas. The Allottees / Purchasers 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 / Purchaser shall not store any hazardous or combustible goods in the Unit / Apartment or place any heavy material in the common passages or staircase of the Building. The Allottee / Purchaser shall also not remove any wall including the outer and load bearing wall of the Unit / Apartment.

11.3. The Allottee / Purchaser shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter and thereafter the association of Allottees / Purchasers and/or maintenance agency appointed by association of Allottees / Purchasers. The Allottee / Purchaser shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

12. COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY PARTIES:

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

13. ADDITIONAL CONSTRUCTIONS:

It is agreed that the Promoter has right to make additions or to put up additional structure(s) anywhere in the Project after the building plan, layout plan, sanction plan and specifications, amenities and facilities has been approved by the competent authority(ies) and disclosed.

14. OWNER / PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE:

After the Promoter executes this Agreement he shall not mortgage or create a charge on the Unit / Apartment and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee / Purchaser who has taken or agreed to take such Unit / Apartment. During the period of construction or before that, the Promoter may obtain construction Finance but without creating any liability on Allottee / Purchaser.

15. BINDING EFFECT:

Forwarding this Agreement to the Allottee / Purchaser by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee / Purchaser until, firstly, the Allottee / Purchaser 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 / Purchaser and secondly, appears for registration of the same before the concerned ADSR Bidhannagar or

DSR Barasat or ARA Kolkata as and when intimated by the Promoter. If the Allottee(s) / Purchaser fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee / Purchaser and/or appear before the concerned ADSR Bidhannagar or DSR Barasat or ARA Kolkata for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee / Purchaser for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Allottee / Purchaser, application of the Allottee / Purchaser shall be treated as cancelled upon deduction of 10% of the total consideration amount and refund of the balance amount.

16. 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 Unit / Apartment.

17. RIGHT TO AMEND:

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

18. PROVISIONS OF THIS AGREEMENT APPLICABLE ON ALLOTTEE/ SUBSEQUENT ALLOTTEES PURCHASER / SUBSEQUENT PURCHASERS:

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

Be it mentioned no assignment of this present Agreement for Sale can be made by the Allottee / Purchaser within 12 (twelve) months from the date of the execution of the present Agreement for Sale which shall be deemed to be the lock in period.

Further more in case the Allottee / Purchaser assigns his / her respective right to a third party after efflux of this aforesaid lock in period i.e. 12 months from the date of the execution of the present, the Allottee / Purchaser shall have to pay Rs. 50/- per sq. ft. to the Promoter for the said assignment.

19. MAINTENANCE – IN – CHARGE AND ASSOCIATION:-

The cost of maintenance will be paid/borne by the Allottee / Purchaser from the date of obtaining completion certificate till handover of maintenance of the project to the association of Allottees / Purchaser and thereafter to the association of Allottees/ Purchaser. The Allottee / Purchaser shall before taking possession of the apartment pay @Re.1/- per sq. ft. on the super built-up area of the Unit /

Apartment together with applicable GST (if any) towards cost of such maintenance for the initial period of one year..

- Establishment and all other capital and operational expenses of the Association.
- All charges and deposits for supplies of common utilities.
- All charges for the electricity consumed for the operation of the common machinery and equipment and lighting.
- Cost of operating the fire fighting equipments and personnel, if any.
- All expenses for insuring the New Building and/or the common portions, inter alia, against earthquake, fire, mob violence, damages, Civil commotion etc.
- All costs for maintaining, operating, replacing, repairing, white-washing, painting, decorating, re-decorating, re-constructing, lighting and renovating the common portions, including the exterior or interior (but not inside any Unit / Apartment) walls of the New Building/s.
- All expenses for running and operating all machinery, equipments and installations comprised in the common portions, including lifts, pumps, generator, water treatment plant, Firefighting equipment, CCTV, EPABX etc. and other common installations including their license fees, taxes and other levies (if any) and all the lights of the common area.
- Municipal tax, multi storied building tax, water tax and other levies in respect of the New Building/s save those separately assessed for the said Unit / Apartment of Allottee.
- Creation of sinking fund for replacement, renovation and other periodic expenses of equipments.
- The salaries of and all other expenses of the staff to be employed for the common purposes, viz. Manager, Clerks, Security personnel, sweepers, plumbers, electricians etc. including perquisites, bonus and other emoluments and benefits.
- All the fees and charges payable to the agency, if appointed for the looking after the maintenance services including all the statutory taxes.

That the Promoter, have estimated the cost for first year maintenance charges, as per present indexation and on thumb rule basis, as such it shall not have any obligation to submit any account with regards to said maintenance charges to the Allottee / Purchaser. However, neither the Promoter shall ask for any extra amount on that account, for the said period, nor the Allottee / Purchaser shall ask for any deduction for the same.

- The common areas and installations shall be in the exclusive control, management and administration of the Promoter who shall be the Maintenance – In – Charge and the Promoter will maintain and provide the essential services in the

Project till the taking over charge of the acts relating to maintenance of the Project by the Association.

□ An association either by way of incorporating a Company under Section 8 and / or other provisions of the Companies Act, 2013 or a Society under the West Bengal Societies Registration Act, 1961 or any other association of persons, with such rules and regulations as may be decided by the Promoter shall be formed by the Owner / Promoter for the common purposes relating to the Building Complex. The Allottee / Purchaser shall participate and co - operate with the Promoter in its forming such association and agrees and covenants to become shareholder of such company or a member of such society / association of persons as may be deemed necessary and expedient by the Promoter and to abide by all the rules and regulations restrictions and bye - laws as framed and / or made applicable by the Promoter and / or the Association for carrying out the common purposes. The Allottee / Purchaser hereby unequivocally agrees and undertakes to co operate with the Promoter fully and in all manner and sign all necessary documents, applications, papers, powers etc., with regard to the formation of the Association as mentioned herein.

□ Within 60 (sixty) days from the date of obtaining occupancy / completion certificate in respect of the Project / Building Complex, the Promoter shall subject to formation of Association as mentioned above, handover and / or transfer to the Association all rights, responsibilities, liabilities and obligations with regard to the common purposes whereupon only the Association shall be entitled thereto and obliged therefore and the Promoter shall be fully relieved of its responsibilities and obligations in respect thereof.

□ In case due to non - cooperation or non - participation of the Allottee / Purchaser or the Co - Allottee / Co - Purchaser with the Promoter or for any reason beyond the control of the Promoter, the Association is not formed, the Promoter shall be entitled to send notice in writing to the Allottee / Purchaser and Co - Allottees / Co - Purchasers for the time being to take over charge of the acts relating to common purposes within the period specified therein whereupon the Allottee / Purchaser along with the other Co - Allottees / Co - Purchasers shall within 01 (one) month of receiving such notice, themselves form the Association for the common purposes and the Promoter shall not be responsible and liable therefore **PROVIDED THAT** in case on the date of expiry of 01 (one) month from the date of sending the notice by the Promoter the association is not formed by the Allottee / Purchaser and the co - Allottees / Co - Purchasers then all such rights, responsibilities and obligations with regard to the common purposes shall be deemed as on such date to have been handed over and / or transferred by the Promoter to all the Co - Allottees / Co - Purchasers for the time being the Building Complex and thereupon only the Co - Allottees / Co - Purchasers shall be entitled thereto and obliged therefore fully and in all manner and the Promoter shall be and / or be deemed to be fully relieved of all its responsibilities and obligations with regard thereto.

□ The voting rights of the Allottee / Purchaser in the Association and also in all matters related to the common purposes shall be in proportion in which the super – built up area of the Unit / Apartment may bear to the super built up area of all the Units / Apartments in the building Complex.

□ The rules, regulations, and /or bye laws of the said Association and those that the Association may frame or apply in respect of the Project / Building Complex or any part thereof shall not be inconsistent with or contrary or repugnant to the rights and entitlements of the Promoter hereunder reserved and or belonging to the Promoter.

20. WAIVER NOT A LIMITATION TO ENFORCE:

20.1. 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 / Purchaser in not making payments as per the Payment Plan [**Schedule B**] including waiving the payment of interest for delayed payment. It is made clear and so agreed by the Allottee / Purchaser that exercise of discretion by the Promoter in the case of one Allottee / Purchaser shall not be construed to be a precedent and /or binding on the Promoter to exercise such discretion in the case of other Allottees / Purchasers

20.2. 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.

21. SEVERABILITY:

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made there under 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 there under 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.

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

22.1 Wherever in this Agreement it is stipulated that the Allottee / Purchaser has to make any payment, in common with other Allottee(s) / Purchaser(s) in Project, the same shall be the proportion which the super built up area of the Apartment bears to the total super built up area of all the Units / Apartments in the Project.

22.2 Unit for measurement :

22.2 (a) Super built up area shall mean and include in relation to the said Unit or any other unit, according to the context,(the built-up area means Carpet area of flat Plus outer common walls plus Common Area of floor like staircase, lobby and Lift

Area) together with proportionate sharing deducting further thereto minimum 23% of the said area meant for arrangement relating to common, services touching the ultimate roof, supply of water through overhead tank, sewerage, motor pump, four side common area etc. including in common services to be rendered to the purchaser alike the other purchasers of different units within the building at the premises as aforesaid.

23. 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.

24. PLACE OF EXECUTION:

The execution of this Agreement shall be completed only upon its execution by the Promoter on its own or 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 / Purchaser, in after the Agreement is duly executed by the Allottee / Purchaser and the Promoter or simultaneously with the execution the said Agreement shall be registered at the office of the concerned Sub-Registrar. Hence this Agreement shall be deemed to have been executed at Kolkata.

25. NOTICES:

That all notices to be served on the Allottee / Purchaser and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee / Purchaser or the Promoter by Registered Post at their respective addresses as mentioned in this Agreement or through e-mail.

It shall be the duty of the Allottee / Purchaser 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 / Purchaser, as the case may be.

26. JOINT ALLOTTEES:

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

27. 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 applicable laws of India for the time being in force.

28. 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 referred for arbitration to an arbitral tribunal comprising of three individuals, one arbitrator each to be appointed by the Promoter, and the Allottee / Purchaser and the third arbitrator (Umpire) to be appointed by two arbitrators Promoter, and the Allottee / Purchaser, and the same shall be adjudicated in accordance with the Arbitration and Conciliation Act, 1956 as amended up to date. The Arbitral Tribunal shall have the right to proceed summarily and to make interim awards. The Arbitration shall be held at Kolkata and in English language.

29. MISCELLANEOUS:

29.1 The Allottee / Purchaser is aware that the price of the Unit / Apartment is arrived after adjusting the GST input credit to be passed on to the him/her by the Promoter and the Allottee / Purchaser shall not claim, demand or dispute in regard thereto.

29.2 In case payment is made by any third party on behalf of Allottee / Purchaser, the Promoter will not be responsible towards any third party making such payment/remittances on behalf of the Allottee / Purchaser and such third party shall not have any right in the Application and/or Provisional Allotment, if any, in any manner whatsoever and the Promoter shall issue the payment receipts in the name of the Allottee / Purchaser only.

29.3 In the event of any change in the specifications necessitated on account of any Force Majeure events or to improve or protect the quality of construction, the Promoter, on the recommendations of the Architect, shall be entitled to effect such changes in the materials and specifications provided the Promoter shall ensure that the cost and quality of the substituted materials or specifications is equivalent or higher than the quality and cost of materials of specifications mentioned in the **Schedule C**.

29.4 Promoter may also extend the Project in contiguous land in future wherein all the provisions of common facilities such as roads, gates, drainage, ingress and egress, sewerage, underground reservoir, pumps, club, gym, community hall, playgrounds and other amenities shall all be part of a common integrated development and some amenities and facilities may for the sake of convenience be relocated on such extended area and the Allottee / Purchaser shall not have any objection to it and further, the Allottee(s) / Purchaser(s) hereby give consent to the Promoter that the Promoter shall have full right, title, interest to use and utilize the additional FAR in respect of the land which may be made available even after the Deed of Sale of the Unit / Apartment has been executed the Allottee(s) /

Purchaser(s) or any member of the Association shall not raise any objection of whatsoever nature for the same. The extra FAR sanctioned may necessitate some changes and/or modifications to the existing Sanctioned Plan in respect of the present project as well as the subsequent phases/projects to be constructed but it is hereby declared that so far as the present project or earlier completed phases of the entire Project is concerned the additional FSI/FAR shall be achieved only by way of vertical extension over the existing building blocks. In future phases it can be utilized in the manner the Promoter decides. The Allottee / Purchaser is also notified that the Promoter may at any subsequent period undertake development of a separate Complex on land which is adjacent but not part of this Project and in that case the Promoter may decide to provide for a passage way across this Project and for this purpose the Promoter shall enter into an irrevocable License deed with the Owners of the Adjoining land which shall be perpetually binding upon the Apartment Owners of this Project and their Association. The Promoter may extend the size of the Project as presently envisaged by causing development of another Project/Phase on land contiguous to the present Project whereupon the Promoter will be entitled to amalgamate the extended development by integrating it with this Project with shared infrastructure and common facilities which means that the facilities available in this Project will be available for use to residents of the extended Project/Phase and similarly the facilities in the extended Project/Phase shall be available for use by the Residents of the present Phases.

29.5 The right of the Allottee / Purchaser shall remain restricted to his/her/their respective Unit / Apartment and the properties appurtenant thereto and the Allottee / Purchaser shall have no right, title or interest nor shall claim any right, title or interest of any kind whatsoever over and in respect of any other Unit / Apartment or space and/or any other portions of the Project.

29.6 In the event of cancellation of allotment and on refund of the amount after deduction of the 10% of the total consideration amount after execution of the present, the Promoter can enter into a fresh agreement against sale of the Designated Units / Apartment with any other interested person. Further the Allottee / Purchaser shall prior to receipt of refund on the above account from the Owner / Promoter, at his own costs and expenses, execute all necessary cancellation related documents required by the Promoter.

29.7 If due to any act, default or omission on the part of the Allottee, the Promoter is restrained from construction of the Project and/or transferring and disposing of the other Apartments in the Project then and in that event without prejudice to the Promoter's such other rights the Allottee shall be liable to compensate and also indemnify the Promoter for all loss, damage, costs, claims, demands, actions and proceedings that may be suffered or incurred by the Promoter.

29.8 The Promoter if possible will entertain on request of the Allottee for modification in the internal layouts of the Unit of the Blocks, to install some different fittings /floorings on his/her/their own within the Apartment booked, he/she/they will not be entitled to any reimbursement or deduction in the value of the Apartment. Moreover for such layouts if prices are charged extra the same shall

be borne by the Allottee. For this purpose, in only those cases where the Allottee has made full payment according to the terms of payment, at its sole discretion, the Builder may subject to receipt of full payment allow any Allottee access to the Unit prior to the Possession Date for the purpose of interior decoration and/or furnishing works at the sole cost, risk and responsibility of such Allottees provided that such access will be availed in accordance with such instructions of the Promoter in writing and that the right of such access may be withdrawn by the Promoter at any time without assigning any reasons.

29.9 The Allotment is personal and the Allottee shall not be entitled to transfer, let out, alienate the Apartment without the consent in writing of the Promoter PROVIDED HOWEVER after the full payment of the entire price and other amounts and registered sale deed the Allottee shall be entitled to let out, grant, lease and mortgage and/or deal with the Apartment for which no further consent of the Promoter shall be required. All the provisions contained herein and the obligations arising hereunder 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.

29.10 That Allottee shall not have and/or claim any right of whatsoever nature over the ultimate roof of the Lift Machine Room / Overhead Tank/Stair Head Room of the newly constructed buildings in the said project "NIRMALA ORCHID" and the Promoter shall have exclusive right over the same to install Hoardings/Neon Sign, Bill Boards / Advertisements etc. on the same or on the facade or terrace of the building or a portion of the boundary wall and shall be entitled to all the revenue out of the same, however, Promoter shall only be liable for the payment of all the necessary electricity, any or all statutory charges, taxes, levies and outgoings, as may be imposed by the authority/ authorities for the same.

29.11 That on and from the date of possession of the said flat/unit, the Allottee shall:

a. Co-operate in the management and maintenance of the said project NIRMALA ORCHID.

b. Observe, comply and abide by the rules framed from time to time by the Promoter and subsequently by the Association, after the same is formed, for the beneficial common use and enjoyment of the common areas, amenities and facilities provided in the said project.

c. Pay and bear the proportionate share of the expenses to be incurred in common to the Promoter, until formation of the Association including the GST.

d. The Allottee hereby consents to:

(i). Use the said flat/unit for residential purpose only.

(ii). Use all path, passages, and staircases for the purpose of ingress and egress and for no other purpose whatsoever, unless permitted by Promoter or the Association, upon formation, in writing.

- (iii). Not throw or accumulate or cause to be thrown or accumulated any dust, rubbish or other refuse in the common area save at the provisions made thereof.
- (iv). Not do or permit anything to be done which is likely to cause nuisance or annoyance to the occupants of the other units in the New Building and/or the adjoining building/s.
- (v). Not to place or cause to be placed any article or object in the common area.
- (vi). Not to injure, harm or damage the Common Area or any other Units in the New Building by making any alterations or withdrawing any support or otherwise.
- (vii). Not to park any vehicle 2/4 wheeler, in the said project, unless the facility to park the same is obtained and/or acquired by Allottee.
- (viii). Not to make any addition, alteration in the structure of the building, internally within the flat or externally within the project, and shall not change the location and/or design of the window and balcony grills (provided by the Promoter) and also shall not change the colour of the balcony/verandah, which is part of the outside colour scheme of the building / elevation, duly approved and finalized by the architect of the project.
- (ix). Not to slaughter or permit to be slaughtered any animal and/or bird nor do any act deed or thing which may hurt or injure the sentiments of any of the other allottees and/or occupiers of the said project.
- (x). Not to keep in the said Apartment any article or thing which is or might become dangerous, offensive, combustible, inflammable radioactive or explosive of which might increase the risk or fire or explosion or in any way injure by percolation, corrosion or otherwise cause damage to the said Apartment and/or any other Apartment in the said project.
- (xi). Not to close or permit the closing of verandahs or lounges or balconies or lobbies and common parts and also not to alter or permit any alteration in the elevation and outside colour Scheme of the exposed walls of the Verandahs, lounges or any external walls or the fences of external doors and windows including grills of the 'Said Apartment' which in the opinion of the Promoter / Association differs from the colour scheme of the building or deviation or which in the opinion of the Promoter/Association may affect the elevation in respect of the exterior walls of the said building.
- (xii). Not to use the said Flat or permit the same to be used for any purpose whatsoever other than residential purpose and shall not use for the purpose which may or is likely to cause nuisance or annoyance to occupiers of the other portions of the said building or to the Allottes and occupiers of the neighbouring premises or for any illegal or immoral purpose or as a Boarding House, Club House, Nursing Home, Amusement or Entertainment Centre, Eating or Catering Place Dispensary or a Meeting Place or for any or industrial activities whatsoever and similarly shall not keep in the parking place, if allotted, anything other than private motor cars or motor cycles and shall not raise or put any kutcha or pucca construction grilled

wall/enclosures thereon or part thereof and shall keep it always open as before, Dwelling or staying of any person or blocking by putting any articles shall not be allowed in the car parking space.

(xiii). Not to hold the Promoter or Maintenance – In – Charge liable in any manner for any accident or damage will enjoying the Common areas and Installations by the Allottee or his family members, guests, visitors or any other person.

(xiv). Not to encumber the said flat / unit in any manner, except for raising the housing loan from any reputed financial institute or bank, for payment of the consideration price under this agreement, prior to registration of deed of sale for the said flat / unit in favour of the Allottee.

(xvi). Use the Community Hall for small functions of their families or for the meeting of allottees of flat or for the use of any function /meeting by all the allottees of flat of the project.. Not to use or permit the use of any loud speakers beyond the time limit and confines of the Community Hall. Not to use the said hall, and any other covered/ enclosed area of the said project ‘NIRMALA ORCHID’ for sprinkling or spraying of colour and paints/lighting up of fire /sacrifice of animals during any festival, but to celebrate the same, in the outdoor areas of the premises, if and as may be allowed by the Promoter/ Association as the case may be, and only in the area as may be designated by them, provided however, that such celebrations shall not continue beyond 10 p.m. and music, if any played, will be within tolerable limits, so as no objection is raised from any other occupants.

(xvii) To ensure that all interior work of furniture, fixtures and refurbishing of the said flat, or any repairs or renewals thereto, is carried out during daylight hours only, without creating noise beyond tolerable limits, so as not to cause discomfort or inconvenience to other Co-Allottees.

SCHEDULE – A

SAID LAND

ALL THAT piece or parcel of undivided proportionate land hereditaments and premises containing by estimation an area of **09(nine) Cottahs 00 (zero) Chittacks 00 (zero) Sq.ft.** be the same a little more or less alongwith all other common service areas, amenities and facilities appended thereto including all easement rights and appurtenances thereof lying and situate at and being Premises no. 95/2/1, Dakshindari Road, being Municipal Holding No. 897/A, Dakshindari Road in Mouza – Kankuri, Dihi – Panchannagram, J.L. No. 28, R.S. Dag No. 213, under Khatian No. 55 and modified Khatian No. 385, thereafter Khatian No. 394, 395, 396 397 and 398, and presently Khatian No. 240, 104, 34, 39, P.S. – Lake Town, previously Dum Dum, under Ward No. 34, South Dum Dum Municipality, Kolkata – 700048, Additional District Sub – Registrar, Bidhannagar, Salt Lake City, District – 24 Parganas (North), butted and bounded as follows:

- ON THE NORTH** : By 16' wide Dakshindari Road;(Sadhana to Canal)
- ON THE SOUTH** : By Calcutta Minerals;
- ON THE EAST** : By 20' feet wide road;
- ON THE WEST** : By Other Plots(Plot No. 115, 116, 117/3).

SCHEDULE – A -1

SAID APARTMENT

ALL THAT Apartment being No. _____, on the _____ floor, total measuring _____ sq. ft. built-up area (more or less)_____sq. ft. (having carpet up area of ___square feet) together with undivided proportionate share of the land underneath the building and with right to use the common area, amenities and facilities more fully mentioned in Schedule–E, of the said project **NIRMALA ORCHID** at Premises no. 95/2/1, Dakshindari Road, being Municipal Holding No. 897/A, Dakshindari Road, P.S. – Lake Town, Kolkata - 700 048.

SCHEDULE ‘B’

(TOTAL PRICE)

SL.NO	EVENT / HAPPENING/SCHEDULE	TOTAL AMOUNT(in %)
1.	On Booking	20%
2.	On Completion of Piling	7.5%
3.	On Completion of Foundation	7.5%
4.	On 1 st floor casting	7.5%
5.	On 2 nd floor casting	7.5%
6.	On 3 rd floor casting	7.5%
7.	On 4 th floor casting	7.5%
8.	On 5 th floor casting	7.5%
9.	On 6 th floor casting	7.5%
10.	On completion of Bricks work of the said Flat	5%
11.	On completion of POP of the said Flat	5%

12.	On completion of flooring of the said Flat	5%
13.	Full and final payment on conveyance deed or at the time of Possession whichever is earlier	5%

NOTE:

Registration, Stamp Duty, any other charges and applicable Government Taxes Extra.

Maintenance: At Actuals (At the time of Possession)

GST 5% applicable on Agreement Value on Each Payment.

If Agreement value of Flat exceeds Rs. 50 lakhs the party should deduct 1% TDS and then make the Payment.

Cheque to be drawn in favour of “NIRMALA DEVELOPERS”.

.SCHEDULE ‘C’

(SPECIFICATIONS)

1. BUILDING IN GENERAL : R.C.C. from structured building with good quality and proper R.C.C. foundation as per the design of Architect/Engineer.
2. OUTSIDE/PARTITION WALLS : Outside walls will be 8” and 5” and partition walls will be 5”/4” the standard quality brick in proper sand cement mortar.
3. WALL AND CEILING : Inside the walls and ceiling will be plastered with sand cement mortar and putty OR gypson finish with proper proportion and finished.
4. FLOORING : Entire floor of Bed rooms, Living-cum-dining, Kitchen, Toilets and Verandah with skirting will be Vitrified tiles finished (2x2).
5. KITCHEN : Black stone with granite finish on the top of the platform and glazed tiles upto 2’6” feet height from kitchen platform, one steel sink will be provided in kitchen.
6. DOORS & WINDOWS : All door shutters will be flush door and door frames in good quality complete and doors fitted with locking arrangement and the Aluminum sliding window and 3mm glass panels provided for all windows.
7. TOILETS : Bathroom with Western commode , showers and top tap, one wash basin and hot and cold water arrangement will be provided, in **each of** the toilets will be fitted with tiles upto six feet height from floor level. All C.P fitting of reputed brand like (essco of jaguar or hindware or any other equivalent brand).
8. WATER SUPPLY : Twenty four hours water supply through Deep Tubewell in two toilets & and additional municipal water in kitchen.
9. ELECTRIFICATION : Full concealed wiring with copper conduit of (Havells,legrand or any other equivalent brand).Modular switches.

- a. Bed Room – Two light points, One fan point, one 5Amp plug point. One A.C. point.
 - b. Living & Dining – three light points, Two fan points, Two 5Amp socket, provision for T.V. point, without cable or wiring.
 - c. Kitchen – one light Point, One exhaust fan point and one 5Amp plug point.
 - d. Toilet– One light point, One exhaust fan point and one geyser point.
 - e. Verandah/Balcony – One light point, One 5Amp plug point.
 - f. Calling Bell – One calling bell point at the main entrance of each flat.
(All switches and wires of brand)
10. All stairs and landings of the stairs will be finished with tiles and common areas walls and ceilings will be finished by plaster of paris. One way light to staircase.
 11. SWERAGE – All sewerage lines will be connected to the septic tank through underground pipe line, surface, drainage system will be provided if required connecting to the said drain.
 12. WATER LINE/PLUMBING – Concealed G.I./P.V.C. pipe lines in Toilets and Kitchen, CP pillar cocks and bib cocks, Brass stop cock, outside water lines exposes PVC pipe. CI coil lines, PVC rain water lines, white porcelain, one wash basin in each Flat PVC cistern.
 13. **ONE** Loft will be provided in each Flat.
 14. Roof – cast with roof tiles.
 15. Lift facilities all the floors.
 16. Outside walls of the building marching color (Weather coat paint).

SCHEDULE 'D'

(COMMON AREAS, AMENITIES & FACILITIES & COMMON EXPENSES)

1. Stair cases on all the floors and lift facilities.
2. Stair cases landing on all floors and lift facilities.
3. Main gate of the said building/premises and common passage and lobby on the Ground Floor to Top floor.
4. Water pumps, water Tank, water pipes and overhead tank on the roof, and other common plumbing installation and also pump.
5. Installation of common services Viz. electricity, water pipes, sewerage, rain water pipes.
6. Lighting in common space, passage, staircase including electric meter fittings.
7. Common Electric meter and box.
8. Electric wiring, meter for lighting stair cases, lobbies and other common areas (excluding those as are installed for any particular flat) and space required thereof, common walls in between the unit being the flat hereunder agreed to be sold, and any other flat beside the same on any side thereof.
9. Windows, Doors, Grills and other fittings of the common areas of the premises.

10. Such other common parts, areas equipment, installation, fixtures, fittings, covered and open space in or about the said premises of the building as are necessary for use and occupancy of the flat.
11. Electrical wirings, meters (excluding those installed for any particular FLAT).
12. Lift and its accessories.
13. GENERAL COMMON ELEMENTS of all appurtenances and facilities and other items which are not part of the said 'FLAT'.
 - a. All private ways, curves, side-walls and areas of the said premises.
 - b. Exterior conduits, utility lines, underground storage tanks.
 - c. Public connection, meters, gas, electricity, telephone and water owned by public utility or other agencies providing such services, and located outside the building.
 - d. Exterior lighting and other facilities necessary to the upkeep and safety of the said building.
 - e. All elevations including shafts, shaft walls, machine rooms and facilities.
 - f. All other facilities or elements or any improvement outside the unit but upon the said building which is necessary for or convenient to the existence, management, operation, maintenance and safety of the building or normally in common use.
 - g. The foundation, corridor, lobbies, stairways Entrance and exists, Path ways, Footings, Columns, Girders, Beams, Supports, and exterior walls beyond the said 'FLAT', side or interior load bearing walls within the building or concrete floor slab except the roof slab and all concrete ceiling and all staircase in the said building.
 - h. Utility lines, telephone and electrical systems contained within the said building.
14. The ultimate roof or terrace in the said building will jointly be undivided property among the Vendor and the other owners, inclusive of the Purchasers herein, or other Purchasers of different units, subject to limitation, if any, to their such rights, the purchasers or purchasers being entitled to use and enjoy the said roof and/or terrace with the Vendor, other purchaser or purchasers without causing inconvenience to one another.

COMMON EXPENSES

1. The expenses of administration, maintenance, repair, replacement of the common parts, equipments, accessories, common area, and facilities including white washing, painting and decorating the exterior portion of the said building, the boundary walls, entrance, the stair cases, the lift, the landing, the gutters, rainwater pipes, motor, pumps, water, gas pipe, electric wirings, installation, sewers, drains, and all other common parts, fixtures, fittings and equipments, in under or upon the building enjoyed or used in common by the Purchasers, co-purchasers, or other occupiers thereof.
2. The cost of cleaning, maintaining and lighting the main entrances, passages, landings, stair cases, and other parts of the building as enjoyed or used in common by the occupiers of the said building.

3. Cost and charges of the establishment reasonably required for the maintenance of the building and for watchman and ward duly and other incidents costs.
4. The cost of decorating the exterior of the building.
5. The cost of repairing and maintenance of water pump, electrical installations, over lights, and service charges, and suppliers of common utilities.
6. Insurance premium, if any, for insuring the building against any damage due to earthquake, fire, lightening, civil commotion, etc.
7. Municipal taxes, MULTI Storied building tax, if any, and other similar taxes and possession of the land and the building.
8. Such other expenses as are necessary or incidental expenses for maintenance, up-keep and security of the building and Govt. duties, as may be determined by the flat/unit owner's Association, as shall be formed by the flat/unit-owners, inclusive the Vendor as soon as possible for the purpose or purposes as aforesaid, such formation of Association thereof in accordance with the provisions of the West Bengal Apartment Ownership Act, and bye Laws, as amended being obligatory on their part in the fullest legal sense of the term.
9. The share of the Purchaser or Purchasers in such common expenses shall generally be proportionate in accordance with the liability of the flat here under agreed to be sold as against the total amount as may be incurred in any of the heads of such expenses in accordance with the proportion of the area within the same as against the total area within the building to be covered there under.

SCHEDULE 'E'
(DEVOLUTION OF TITLE)
SAID PROPERTY

AND WHEREAS by virtue of a registered Deed of Conveyance one Smt. Binoda Sundori Dey wife of Late Binod Behari Dey of Dakshindari P.S. Dum Dum, North 24 Parganas purchased ALL THAT piece and parcel of land admeasuring 0.15 decimal or 09 Cottah, 00 Chittack and 00 sq. ft. lying and situate at Mouza – Kankuri, Dihi – Panchannagram, J.L. No. 28, R.S. Dag No. 213, under Khatian No. 55 P.S. –Dum Dum, District – 24 Parganas (North) morefully and particularly mentioned and described in the **First Schedule** hereunder written and hereinafter referred to as the "**LAND**", from Smt. Bharati Dey wife of Ram Ranjan Dey the then Purchaser and the same was registered in Book No.- I, Being No. 1889 for the year 1956 in the office of Sub - registrar Cossipore, Dum Dum.

AND WHEREAS said Smt. Binoda Sundori Dey while seized and possessed of or otherwise well and sufficiently entitled to the "**LAND**" and hereditaments died intestate leaving behind her surviving legal heir being the only son namely Sri Khagendra Nath Dey.

AND WHEREAS Sri Khagendra Nath Dey while being the full and absolute owner of the "**LAND**" by virtue of succession and inheritance of the then prevailing laws, died intestate on 12/04/1998 and his wife namely Noni Prova Dey left for heavenly abode on 25/03/2012, leaving behind their surviving legal heirs namely their son Sri Tapan Dey and three daughters namely Smt. Bimala Guha Thakurata, Smt. Moli Dey Sarkar alias Kamala Dey Sarkar and Smt. Usha Dey.

AND WHEREAS said Sri Tapan Dey, Smt. Bimala Guha Thakurata, Smt. Moli Dey Sarkar alias Kamala Dey Sarkar and Smt. Usha Dey by virtue of inheritance and succession as per the prevailing laws jointly seized and possessed being the full and absolute owners of undivided proportionate share of the "**LAND**" i.e. **ALL THAT** piece or parcel of undivided proportionate land hereditaments and premises containing by estimation an area of **09(nine) Cottahs 00 (zero) Chittacks 00 (zero) Sq.ft.** be the same a little more or less alongwith all other common service areas, amenities and facilities appended thereto including all easement rights and appurtenances thereof lying situate at and being Premises no. 95/2/1, Dakshindari Road, being Municipal Holding No. 897/A, Dakshindari Road in Mouza – Kankuri, Dihi – Panchannagarm, J.L. No. 28, R.S. Dag No. 213, under Khatian No. 55 and modified Khatian No. 385, thereafter Khatian No. 394, 395, 396 397 and 398, and presently Khatian No. 240, 104, 34, 39, P.S. – Lake Town, previously Dum Dum, under Ward No. 34, South Dum Dum Municipality, Kolkata – 700048, Additional District Sub – Registrar, Bidhannagar, Salt Lake City, District – 24 Parganas (North).

AND WHEREAS said Smt. Bimala Guha Thakurata being well seized and possessed of the undivided proportionate "**LAND**" by virtue of inheritance and succession as per the prevailing laws together with other legal heirs of Sri Khagendra Nath Dey, since deceased, died intestate on 07/11/2019, thereby leaving behind her, her surviving husband Sri Swapan Kumar Guha Thakurata and son Sri Susovan Guha Thakurata who by virtue of inheritance and succession jointly acquired the proportionately undivided "**LAND**" as per the prevailing laws of Smt. Bimala Guha Thakurata, since deceased.

AND WHEREAS by virtue of inheritance and succession as per the prevailing laws, Sri Tapan Dey, Smt. Moli Dey Sarkar alias Kamala Dey Sarkar and Smt. Usha Dey being the legal heirs of Sri Khagendra Nath Dey since deceased and Sri Swapan Kumar Guha Thakurata and Sri Susovan Guha Thakurata being the legal heirs of Smt. Bimala Guha Thakurata, since deceased, as husband and son respectively and son – in – law and paternal grandson respectively of Late Khagendra Nath Dey, the Vendors herein has become the absolute owner of the said property and duly seized and possessed of or otherwise well and sufficiently entitled to **ALL THAT** piece or parcel of undivided proportionate land hereditaments and premises containing by estimation an area of **09(nine) Cottahs 00 (zero) Chittacks 00 (zero) Sq.ft.** be the same a little more or less alongwith all other common service areas, amenities and facilities appended thereto including all easement rights and appurtenances thereof lying situate at and being Premises no.

95/2/1, Dakshindari Road, being Municipal Holding No. 897/A, Dakshindari Road in Mouza – Kankuri, Dihi – Panchannagram, J.L. No. 28, R.S. Dag No. 213, under Khatian No. 55 and modified Khatian No. 385, thereafter Khatian No. 394, 395, 396 397 and 398, and presently Khatian No. 240, 104, 34, 39, P.S. – Lake Town, previously Dum Dum, under Ward No. 34, South Dum Dum Municipality, Kolkata – 700048, Additional District Sub – Registrar, Bidhannagar, Salt Lake City, District – 24 Parganas (North), herein called the said **“LAND”**, morefully and particularly described in the **FIRST SCHEDULE** hereunder written.

AND WHEREAS the Vendor herein decided to develop the aforesaid land at the said Premises no. 95/2/1, Dakshindari Road, being Municipal Holding No. 897/A, Dakshindari Road in Mouza – Kankuri, Dihi – Panchannagarm, J.L. No. 28, R.S. Dag No. 213, under Khatian No. 55 and modified Khatian No. 385, thereafter Khatian No. 394, 395, 396 397 and 398, and presently Khatian No. 240, 104, 34, 39, P.S. – Lake Town, previously Dum Dum, under Ward No. 34, South Dum Dum Municipality, Kolkata – 700048, Additional District Sub – Registrar, Bidhannagar, Salt Lake City, District – 24 Parganas (North), accordingly entered into a registered Development Agreement, dated 20th day of February, 2020, which was duly registered in the office of the Additional District Sub – Registrar, Bidhannagar, Salt Lake City, recorded in Deed Being No.503, for the year 2020, with the Developer/Confirming Party herein, for development of the said land, containing terms and conditions contained therein.

AND WHEREAS in connection with the said Development Agreement, as aforesaid, Development Power of Attorney, granted on 20th day of February, 2020, registered in the office of the Additional District Sub – Registrar, Bidhannagar, Salt Lake City, District – 24 Parganas (North) and the same being recorded in Deed No. 511 for the year 2020 in favour of **(1)MR. AAYUSH TEKRIWAL(PAN ABXPT9559K) (AADHAR No. 532158995808)** son of Sri Dwarka Prasad Tekriwal, by faith – Hindu, by occupation – Business, residing at 227 Lake Town Block – ‘B’ P.S. – Lake Town, Kolkata - 700089, and **(2) MRS. MAYUKA AGARWAL(PAN -AMIPA8419P), (AADHAR No. 297721256687)** wife of Mr. Aayush Tekriwal, by faith – Hindu, by occupation – Business, residing at BE – 78, Salt Lake, P.O. & P.S. – Salt Lake, Kolkata – 700064, partners of **M/S NIRMALA DEVELOPERS (PAN AARFN0495R)** a Partnership firm having its principal place of business at 312 Lake Town ‘Block – A’, Ground floor, P.S. Lake Town, Kolkata – 700089 having its partners, being the Developer, empowering inter-alia to develop the said land and to sign and execute different Agreement for sale and Deed of Conveyance in respect of different flats/units within the Developer’s Allocation in the building on the said plot of land to the intending purchaser or purchasers thereof, and other terms and conditions contained therein.

AND WHEREAS thereafter, in accordance with the said Development Agreement, as aforesaid, along with building sanction plan being No. 1081 dated 15/12/2021 issued by the concerned South Dum Dum Municipality with regard to the raising of construction in the said **“LAND”** the Developer erected and/or constructed a multi -storeyed residential building known as **“NIRMALA ORCHID”**, lying and situate at Premises no. 95/2/1, Dakshindari Road, being Municipal

Holding No. 897/A, Dakshindari Road in Mouza – Kankuri, Dihi – Panchannagram, J.L. No. 28, R.S. Dag No. 213, under Khatian No. 55 and modified Khatian No. 385, thereafter Khatian No. 394, 395, 396 397 and 398, and presently Khatian No. 240, 104, 34, 39, P.S. – Lake Town, previously Dum Dum, under Ward No. 34, South Dum Dum Municipality, Kolkata – 700048, Additional District Sub – Registrar, Bidhannagar, Salt Lake City, District – 24 Parganas (North), therefore containing several self contained flats, and other space or spaces therein, herein called the said **“BUILDING”**, morefully and particularly described in the **SECOND SCHEDULE** hereunder written.

AND WHEREAS in the minutes of meeting held on 01-03-2021, resolutions unaniously adopted in the meeting of the firm **MR. AAYUSH TEKRIWAL** and **MRS. MAYUKA AGARWAL**, both partners of **M/S NIRMALA DEVELOPERS**, that **MR. AAYUSH TEKRIWAL**, shall solely sign, execute different Agreement for sale and Deed of Conveyance on behalf of **M/S NIRMALA DEVELOPERS**, and other terms and conditions contained.

IN WITNESS WHEREOF the parties hereto above named set and subscribed their respective hands and seals the day month and year first above written.

SIGNED, SEALED AND DELIVERED BY
THE VENDOR, THE PURCHASER
AND THE PROMOTER AT KOLKATA
IN THE PRESENCE OF :

1.

As constituted attorney on behalf of
MR. TAPAN DEY
MRS. MOLI DEY SARKAR alias KAMALA DEY
SARKAR
MRS. USHA DEY
MR. SWAPAN KUMAR GUHA THAKURATA
MR. SUSOVAN GUHA THAKURATA

MR. TAPAN DEY
MRS. MOLI DEY SARKAR alias KAMALA DEY
SARKAR
MRS. USHA DEY
MR. SWAPAN KUMAR GUHA THAKURATA
MR. SUSOVAN GUHA THAKURATA

..... VENDOR/FIRST PART

2..

....PURCHASER/SECOND PART

1.

MR. AAYUSH TEKRIWAL
ONE OF THE PARTNER OF
“M/S NIRMALA DEVELOPERS”
..DEVELOPER/CONFIRMING
PARTY/THIRD PART

2.

Drafted by me as per the instructions of the parties hereto:

Advocate

RECEIPT

RECEIVED of and from the within named Purchaser the within mentioned sum of Rs..... (Rupees) only as earnest money under this Agreement for Sale as per Memo of Consideration given hereunder :-

MEMO OF CONSIDERATION

SL.NO	DATE	CASH /CHEQUE NO.	BANK'S NAME & BRANCH	AMOUNT

Rs./-

(Rupees) only

WITNESSES :

1.

2.

Signature of the Promoter