

**AGREEMENT FOR SALE**

**THIS AGREEMENT FOR SALE made this \_\_\_\_\_ day of \_\_\_\_\_,  
Two Thousand and Twenty Four (2024) in the Christian Era;**

**BETWEEN**

**1.1. Owners : (1) SRI NIRMAL KANTI GHOSH, (PAN: BAWPG8239C), (Aadhaar No. 8623 3845 8856),** son of Late Nalini Kanta Ghosh, by religion- Hindu, by occupation- Retired, by Nationality- Indian, resident of 54/10,-Raja Ram Mohan Roy Road, P.O.- Barisha, Police Station previously Thakurpukur now Haridevpur, Kolkata 700008, **(2) SMT.BAISHAKHI DUTTA, (PAN: AXSPD5426E), (Aadhaar No. 3675 0372 2315),** Wife of Debasish Dutta, by religion- Hindu, by occupation- Private Tutor, by Nationality- Indian, resident of 65, Bhuban Mohan Roy Road, P.O:- Barisha, P.S:- Haridevpur, Kolkata- 700 008 District: South 24 Parganas, **(3)SRI PROSUN GHOSH,(PAN: ACEPG2967N), (Aadhaar No. 3613 7154 3973),** son of Sri Nirmal Kanti Ghosh, by religion- Hindu, by occupation- Service, by Nationality- Indian, **(4)SMT. MUKUL GHOSH, (PAN: CNFPG2784P), (Aadhaar No. 405218184527),** wife of Late Bimal Kanti Ghosh, by religion- Hindu, by occupation- Housewife, by Nationality- Indian, **(5) SRI SANJIB KANTI GHOSH,(PAN: AILPG0154G), (Aadhaar No. 9659 3702 8856),** son of Late Bimal Kanti Ghosh, by religion- Hindu, by occupation- Business, by Nationality- Indian,(owners Nos. 3 to 5 are residents of 54/10,Raja Ram Mohan Roy Road, P.O.- Barisha, Police Station previously Thakurpukur now Haridevpur, Kolkata 700008), **(6)SMT. ANITA DAS, (PAN: EUQPD5713R), (Aadhaar No. 4140 1103 1223),** wife of Sri Avijit Das, by religion- Hindu, by occupation- Housewife, by Nationality- Indian, resident of 80, Shil Para Road, Vidyasagar Sarani, P.O.- Barisha, Police Station previously Thakurpukur now Haridevpur, Kolkata 700008, District South 24-Parganas, **(7) SRI SANKAR KUMAR GHOSH,(PAN: ADZPG3031H), (Aadhaar No. 418618906258),** son of Late Dharendra Nath Ghosh, by religion- Hindu, by occupation- Retired, by Nationality- Indian, **(8)SRINABAKUMAR GHOSH, (PAN: BOEPG2091G), (Aadhaar No. 695443951950),** son of Late Dharendra Nath Ghosh, by religion- Hindu, by occupation- Business, by Nationality- Indian, (owners Nos. 7&8 residents of Village – Prafulla Nagar, (Poto Para), P.O. & Police Station- Bongaon, District- North 24 Parganas, Pin- 743235, **(9)SMT. SHAKUNTALA BISWAS, (PAN: AEAPB7252F), (Aadhaar No. 267140407593),** wife of Sri Prabir Kumar Biswas, by religion- Hindu, by occupation- Housewife, by Nationality- Indian, resident of Jessore Road, Gandhi Pally, P.O. - Bongaon, Police Station- Bongaon, District- North 24 Parganas, Pin- 743236 and**(10)SMT. ANINDITA PAUL, (PAN: AFHPP9749K), (Aadhaar No. 7745 3945 0679),** wife of Sri Santosh Kumar Paul, by religion- Hindu, by

occupation- Housewife, by Nationality- Indian, resident of Amlapara, P.O. - Bongaon, Police Station- Bongaon, District- North 24 Parganas, Pin- 743235.

**1.2. Developer : M/S. UST CONSTRUCTIONS,** (PAN No. AAEFU0695H) a registered partnership Firm incorporated under the Indian Partnership Act, 1932, having its registered office at 67/1, S.N. Roy Road, Police Station New Alipore, Post Office, Sahapur, Kolkata 700038 represented by its Managing Partner namely **SRI SOURAV ROY** son of Sri Subrata Roy (PAN No. ALHPR0226K) (Aadhar No. 428464006708) by faith Hindu, by occupation Business, by nationality Indian resident of 67/1, S.N. Roy Road, Police Station New Alipore, Post Office, Sahapur, Kolkata 700038.

**1.3. Purchasers: (1)** ....., son of .....,  
**(PAN NO. ....), (AADHAR NO. ....),**(Mobile No.....), aged about ....., by faith Hindu, by nationality Indian, by occupation ....., residing ....., **(2)** ....., wife of ....., **(PAN NO. ....), (AADHAR NO. ....),** (Mobile No.....), aged about ..... by faith Hindu, by nationality Indian, by occupation ....., residing at ..... **(3)** ....., son of ....., **(PAN NO. ....), (AADHAR NO. ....),** (Mobile No.....), aged about ....., by faith Hindu, by nationality Indian, by occupation ....., residing ....., of the **THIRD PART.**

**2. Subject Matter:** Agreeing to transfer the "**Demised Premises**" described in **Schedule B** being collectively:

**2.1.** The "**Demised Space**" described in **Part-I of Schedule-B** being **ALL THAT** piece and parcel of land measuring an area of 13 Cottahas 5 Chittaks 43 Sq. Ft. more or less together with pucca structure measuring more or less 600 Sq.ft.

lying and situate and forming part of C. S. Dag No. 286, corresponding to L.R. Dag No. 405, under C. S. Khatian No. 122 (L.R. Khatian Nos. 6464; 6463; 6462; 6453; 6452; 6451; 6450; 2456; 2455; 2454; 2459) of Mouza Muradpur J. L. No. 13, R, S. No. 192, Touzi Nos. 74-77 & 82, Pargana Magura, previously under the jurisdiction of South Suburban Municipality, Behala, now under the Kolkata Municipal Corporation Ward No, 123, being Municipal Premises No. 183, Raja Ram Mohan Roy Road, Kolkata- 700 008, Police Station previously Behala then Thakurpukur now Haridevpur, A.D.S.R. Office at Behala, District South 24-Parganas, morefully and particularly described in the schedule hereinafter.

**2.2.** The "**Common Areas**" described in **Part-II** of **Schedule-B** being the right to use in common with the other occupants of the Building, its lift and such of its passages and lobbies for ingress and egress to and from the Demised Space and/or the Parking Spaces of the men, materials and/or utilities of the Licensee.

## **5. DEFINITIONS: Capitalized Terms**

5.1. **Agreement Date** shall mean the date of execution of this Agreement.

5.2. **Premises** shall mean **ALL THAT** piece and parcel of land measuring an area of 13 Cottahas 5 Chittaks 43 Sq. Ft. more or less together with pucca structure measuring more or less 600 Sq.ft. lying and situate and forming part of C. S. Dag No. 286, corresponding to L.R. Dag No. 405, under C. S. Khatian No. 122 (L.R. Khatian Nos. 6464; 6463; 6462; 6453; 6452; 6451; 6450; 2456; 2455; 2454; 2459) of Mouza Muradpur J. L. No. 13, R, S. No. 192, Touzi Nos. 74-77 & 82, Pargana Magura, previously under the jurisdiction of South Suburban Municipality, Behala, now under the Kolkata Municipal Corporation Ward No, 123, being Municipal Premises No. 183, Raja Ram Mohan Roy Road, Kolkata- 700 008, Police Station previously Behala then Thakurpukur now Haridevpur, A.D.S.R. Office at Behala, District South 24-Parganas, West Bengal, which is morefully and

particularly mentioned and described in the **SCHEDULE "A"** hereunder written.

5.3. **Title Deed** shall mean all the documents referred to hereinabove in the recital in respect of K.M.C. Premises no. 183, Raja Ram Mohan Roy Road, within the limit of K.M.C. Ward No.123, Police Station previously Behala then Thakurpukur now Haridevpur, Kolkata 700008.

5.4. **Building** shall mean ground plus twelve storied building comprising of several flats and car parking spaces constructed in accordance with the building plan duly sanctioned by the Kolkata Municipal Corporation and include other spaces intended for the use and enjoyment in common amongst the apartment owners at the said newly proposed building as per Municipal Rules and guidelines.

5.5. **Plan** shall mean the Building plan vide no.2024160274. dated 12/11/2024 duly approved and sanctioned by the Kolkata Municipal Corporation in respect of the said ground plus ..... storied building includes any modification and/or alterations there to from time to time made or cause to be made by the Developer.

5.6. **Apartment** shall mean one self-contained Flat at ..... Facing in Block - ....., being Flat No. ....., measuring about and .....sq. Ft. (..... B.H.K.) CARPET area be the same a little more or less, on the ..... floor situated in the said building as be specified in the Part-I of Schedule-B hereunder written alongwith proportionate share of land attributable to the said flat in the said ground plus ..... storied building upon the said Premises No. 183, Raja Ram Mohan Roy Road, Kolkata- 700 008, Police Station previously Behala then Thakurpukur now Haridevpur, A.D.S.R. Office at Behala, District South 24-Parganas.

5.7. **Undivided share** shall mean the undivided proportionate share or interest in land and common areas and facilities provided or to be provided in the said building.

5.8. **Common facilities and amenities** shall mean such common areas and facilities within the said Building earmarked for common use of all the apartment owners save and except roof right, limited to and precisely listed in Part II of Schedule-B.

5.9. **Ownership** shall mean the right title and interest in the said demised space to be vested or transferred to the Purchaser's name with lawful and absolute right of transfer or deal with the said Unit in any way and /or manner.

5.10. **Maintenance charges** shall mean all proportionate share of maintenance of the common areas and facilities as hereunder written to be borne by the Purchasers with other flat Owners of the said building.

5.11. **Carpet area** shall in relation to the said flat mean and include the plinth area of the said flat within the physical possession and enjoyment of the buyer and shall include the area of the bedrooms, internal toilets, etc.

5.12. **Built up Area** shall mean the plinth area of the unit to be allotted and shall include, inter alia the area of covered balcony attached thereto and also thickness of the outer walls, internal walls, columns, pillars therein along with the proportionate share of the staircase in the floor on which the unit is located Provided that if any wall, column or pillar being common between two units then half of the area under such wall, column or pillar shall be included in each such unit to be certified by the Architects. The built-up area as settled and

agreed in relation with the super built up area, shall not be questioned by the purchaser whether the same be little more or less on actual measurement.

5.13. **Chargeable Area** shall include the built-up area of the unit and proportionate share of stair head room, service unit of ground floor, water pump, overhead fire reservoir, pump rooms, septic tank, electrical duct, shafts, lofts and other infrastructure area.

5.14. **Development Agreement and Development Power of Attorney** shall mean the Development Agreement dated 19.01.2023, duly registered in the office of the District Sub Registrar II at Alipore and recorded in Book No. I, Volume No. 1602-2023, Pages 35709 to 35774, Being No. 00743 for the Year 2023, and Development Power of Attorney dated 19.01.2023, duly registered in the office of District Sub Registrar II, Alipore, 24 Parganas (South), recorded in the Book No. I, volume no.1602 of 2023, pages from 35775 to 35803, Being no. 00758 for the year 2023 respectively and was made between the Developer and the owner herein for construction of a ground plus twelve storied building at the said premises.

5.15. **Taxes** means any and all taxes paid or payable by the Company and/or its contractors by way of value added tax, state sales tax, central sales tax, service tax, education fess and any other taxes by whatever name called in connection with the construction of the said Building.

5.16. **Sale Consideration** means a total price payable for the sale of Said Apartment calculated on Super built up area as mentioned in the Part-III of schedule-B, but does not include Taxes, deposit for meters for electricity, Maintenance Charges; property taxes; Land Taxes; stamp

duty, registration and any incidental charges and any other charges payable as stated in this Agreement.

5.17. **Common expenses** shall mean the expenses to be incurred by all the apartment owners proportionately for maintenance, management and upkeep of the Building and the Premises, hereafter called the 'common expenses' including those mentioned in the Schedule-C hereto.

5.18. **Easements** shall mean the rights, easements, quasi easements, privileges and/or appurtenances, hereafter collectively called the 'Easements' including those mentioned in the Schedule-D hereto which the apartment owners shall allow each other for common use and enjoyment of the Premises and the Building.

5.19. **Specification** shall mean the specification for the said building as mentioned in the Schedule-E hereunder written subject to the alteration or modification as may be suggested or approved by the Architect.

5.20. **Force Majeure** shall mean flood, earthquake, riot, storm tempest, civil commotion or commission beyond the control of the party affected thereby viz. drainage, water and power connection and non – availability of essential materials like cement, steel etc. required for the purpose of construction.

5.21. words importing **Masculine Gender** shall according to the context mean and construe feminine gender and/or neuter gender as the case may be; Similarly, words importing feminine gender shall mean and construe masculine gender and/or neuter gender; " Likewise words



importing neuter gender shall mean and construe masculine gender and/or feminine gender.

5.22. words importing **Singular Number** shall according to the context mean and construe the plural number and vice versa.

5.23. Unless otherwise stated all references herein to clauses, sections or other provisions are references to clauses, sections or other provisions of this Agreement.

5.24. Headings in this Agreement are inserted for convenience only and shall not be used in its interpretation.

5.25. Any word or phrase defined in the body of this Agreement as opposed to being defined in Definition clause shall have the meaning assigned to it in such definition throughout this Agreement, unless the contrary is expressly stated or the contrary clearly appears from the context.

#### **RECITAL**

At all material times, one Nalini Kanta Ghosh, since deceased, was the sole and absolute owner by way of Purchase **ALL THAT** piece and parcel of land measuring an area of 3 Cottah 20 Sq. Ft. more or less lying and situate and forming part of C. S. Dag No. 286 under C. S. Khatian No. 122 of Mouza Muradpur J. L. No. 13, R. S. No. 192, Touzi Nos. 74-77 & 82, Pargana Magura, previously under the jurisdiction of South Suburban Municipality, Behala, now under the Kolkata Municipal Corporation Ward No. 123, Police Station previously Behala then Thakurpukur now Haridevpur, District South 24-Parganas from the then Owners namely Sri Murari Mohan Kar and PanchuBala Kar by a registered 'Deed of Sale' duly executed and registered on 29.07.1958 in the Office of the Joint Sub-Registrar of Alipore at Behala and

recorded therein Book No. I, Volume No. 40, pages 117 to 121, Being No. 2762 for the year 1958.

The said Nalini Kanta Ghosh, was also the absolute owner by way of Purchase another **ALL THAT** piece and parcel of land measuring an area of 8 Cottahs 7 Chittaks 27 Sq. Ft. more or less lying and situate and forming part of C.S. Dag No. 286 under C.S. Khatian No. 122 of Mouza Muradpur, J. L. No. 13, R.S. No. 192, Touzi Nos. 74-77 & 82, Pargana Magura, previously under the jurisdiction of South Suburban Municipality, Behala, now under the Kolkata Municipal Corporation Ward No. 123, Police Station previously Behala then Thakurpukur now Haridevpur, District South 24-Parganas from the said Sri Murari Mohan Kar and Panchu Bala Kar by a registered 'Deed of Sale' duly executed and registered on 02.11.1961 in the Office of the Joint Sub-Registrar of Alipore at Behala and recorded therein Book No. I, Volume No. 70, pages 180 to 184, Being No. 4254 for the year 1961.

The said Nalini Kanta Ghosh, since deceased, was also the absolute owner by way of Purchase another **ALL THAT** piece and parcel of land measuring an area of 1 Cottah 13 Chittaks 41 Sq. Ft. more or less lying and situate and forming part of C.S. Dag No. 286 under C.S. Khatian No. 122 of Mouza Muradpur, J. L. No. 13, R. S. No. 192, Touzi Nos. 74-77 & 82, Pargana Magura, previously under the jurisdiction of South Suburban Municipality, Behala, now under the Kolkata Municipal Corporation Ward No. 123, Police Station previously Behala then Thakurpukur now Haridevpur, District South 24-Parganas from the said Sri Murari Mohan Kar and Panchu Bala Kar by a registered 'Deed of Sale' duly executed and registered on 16.01.1967 in the office of the Joint Sub-Registrar of Alipore at Behala and recorded therein Book No. I, Volume No. 12, Pages 53 to 56, Being No. 187 for the year 1967.

The said Nalini Kanta Ghosh, since deceased, in the manner aforesaid was the absolute owner of land measuring an area of 13 Cottahas 5 Chittaks 43 Sq. Ft. more or less comprising in C.S. Dag No. 286 under C.S. Khatian No. 122 of

Mouza Muradpur by the aforesaid three deeds of sale in the aforesaid manner and while enjoying the right, title and interest of the same he mutated his name in the records of the Kolkata Municipal Corporation and the said property became known and numbered as Municipal Premises No. 183, Raja Ram Mohan Roy Road, Kolkata- 700008 (more fully and particularly described in the schedule-A written hereunder and hereinafter referred to as "said premises").

While enjoying the right, title and interest of the said property the said Nalini Kanta Ghosh died intestate on 22.08.1993 leaving behind him three sons namely Sri Nirmal Kanti Ghosh, Sri Bimal Kanti Ghosh and Sri Shyamal Kanti Ghosh and three married daughters namely Smt. Santilata Ghosh, Smt. Kalyani Ghosh and Smt. Shibani Biswas as his legal heirs and successors in respect of the aforesaid property within the meaning of Hindu Succession Act, 1956 and his wife namely Radharani Ghosh was predeceased him on 03.06.1982.

After the demise of the said Nalini Kanta Ghosh, his said heirs and successors namely Sri Nirmal Kanti Ghosh, Sri Bimal Kanti Ghosh, Sri Shyamal Kanti Ghosh, Smt. Santilata Ghosh, Smt. Kalyani Ghosh and Smt. Shibani Biswas became the joint owners of the said premises and while jointly enjoying the right, title and interest of the aforesaid property, a family dispute towards partition of the said property cropped up amongst them pursuant to which a Partition Suit was filed before the Ld. 7<sup>th</sup> Court of Civil Judge (Senior Division), at Alipore, District South 24-Parganas vide Title Suit No. 257 of 1995 for partition of the said property and a Preliminary Decree was also passed in the said suit on 29.07.2003 and in terms of the said Decree, the said Sri Nirmal Kanti Ghosh, Sri Bimal Kanti Ghosh, Sri Shyamal Kanti Ghosh, Smt. Santilata Ghosh, Smt. Kalyani Ghosh and Smt. Shibani Biswas were declared to be the owners of an undivided 1/6<sup>th</sup> share each in respect of the said property.

Thereafter the said disputes were amicably settled amongst the parties and they jointly decided not to proceed with the said Suit any further.

In pursuance thereof, by a registered deed of sale duly executed and registered on 11.02.2011 in the Office of the A.D.S.R. at Behala and recorded therein Book No. I, Being No. 1223 for the year 2011 the said Smt. Kalyani Ghosh and Smt. Sibani Biswas jointly sold conveyed and transferred their respective undivided 1/6<sup>th</sup> share each or interest of the said land equal to an area of 4 Cottahas 7 Chittaks 14 Sq. Ft. more or less out of total land measuring 13 Cottahas 5 Chittaks 43 Sq. Ft. more or less forming part of C. S. Dag No. 286 under C. S. Khatian No. 122 of Mouza Muradpur unto and in favour of (1) Sri Prosun Ghosh son of Nirmal Kanti Ghosh and (2) Sri Sanjib Kanti Ghosh son of late Bimal Kanti Ghosh and by virtue thereof, the said Sri Prosun Ghosh and Sri Sanjib Kanti Ghosh became the owners of undivided 1/6<sup>th</sup> share each and co-owners of the said property.

In pursuance thereof, the then owners engaged a Developer namely M/S. S. B. Construction, a Partnership Firm having its Office at 42/1, Raja Rammohan Roy Road, Police Station Thakurpukur now Haridevpur, P. O. Barisha, Kolkata 700 008 to develop the said land by virtue of a registered Development Agreement. The said Development Agreement was executed amongst them on 13<sup>th</sup> December, 2012 duly registered in the Office of the D.S.R. II at Alipore and recorded therein Book No. 1, C.D. Volume No. 16, Pages 10583 to 10611, Being No. 13341 for the year 2012 for the specific purpose of development of the said property, inter-alia, constructing multi-storied building thereon with certain terms and conditions mentioned therein.

Simultaneously with said Agreement, the then Owners also executed and registered a Power of Attorney in favour of the said Developer on 13.12.2012 registered in the Office of the D.S.R. II at Alipore and recorded therein Book

No.1, Volume No. 16, pages 10612 to 10627 being No. 13342 for the year 2012.

Pursuant to execution of the said Agreement, the said Owners mutated their names in the records of the B.L. & L.R.O. and also made conversion of the said landed property (from Bagan to Bastu) in pursuance of a Conversion Certificate duly issued by the said authority in favour of the said Owners.

Thereafter, the said Shantilata Ghosh, wife of late Dharendra Nath Ghosh and daughter of late Nalini Kanta Ghosh died intestate on 11.06.2017 surviving her two sons namely Sankar Kumar Ghosh and Nabakumar Ghosh and two married daughters namely Shakuntala Biswas wife of Prabir Kumar Biswas and Anindita Paul wife of Santosh Kumar Paul, as her only heirs, successors and/or legal representatives to succeed her undivided 1/6<sup>th</sup> share or interest in the said property.

Thereafter the said Bimal Kanti Ghosh, son of late Nalini Kanta Ghosh also died intestate on 10.01.2018 surviving his wife Mukul Ghosh, only son namely Sanjib Kanti Ghosh and only married daughter namely Anita Das wife of Avijit Das as his only heirs, successors and/or legal representatives to succeed his undivided 1/6<sup>th</sup> share or interest in the said property.

While seized and possessed of the land, the said Shyamal Kanti Ghosh son of late Nalini Kanta Ghosh out of love and affection gifted his undivided 1/6<sup>th</sup> share and interest in the aforesaid property to his daughter namely Baishakhi Dutta wife of Debasish Dutta by executing a Deed of Gift dated 29.05.2018 which was duly registered in the office of the D.S.R.-II at Alipore and recorded in Book No. I, Volume No. 1602-2018, Pages from 199338 to 199367, Being No. 160205921 for the year 2018.

In pursuance thereof, the existing Joint-Owners namely Nirmal Kanti Ghosh, Baishakhi Dutta, Prosun Ghosh, Sanjib Kanti Ghosh, Mukul Ghosh, Anita Das, Sankar Kumar Ghosh, Shakuntala Biswas, Nabakumar Ghosh and Anindita Paul jointly mutated their names in the record of the K.M.C. in respect of the aforesaid property/premises.

Owing to the subsequent changes and development cropped up in respect of the title of the said premises as aforesaid, the said owners herein executed a fresh Development Agreement in favour of the said M/s. S. B Construction, dated 31.08.2021, which was duly registered in the office of D.S.R II, Alipore, 24 Parganas (South), recorded in the Book No. I, volume no. 1602 of 2021, pages from 297367 to 297436, Being no. 6957 of 2021 for the year 2021.

The said owners had also executed one Development Power of Attorney dated 31.08.2021 in favour of the said M/s. S. B Construction, which was duly registered in the Office of D.S.R II, Alipore, 24 Parganas (South), recorded in the Book No. I, volume no. 1602 of 2021, pages from 297579 to 297629, Being no. 6975 for the year 2021.

Owing to certain unavoidable circumstances, the said owners and the said Developer, namely M/s. S. B Construction, with a mutual understanding, amicably decided to cancel the Development Agreements along with the Development Power of Attorneys and entrust the development work in favour of a third party developer and pursuant to such decision and by virtue of a mutual agreement, the said Developer has assigned and/or relinquished its entire right and interest under the said Development Agreement in respect of the said premises in favour of the Developer herein (M/s. UST Constructions) with the consent of the said owners and subsequently pursuant to detailed deliberation amongst the parties and in terms of such mutual agreement, a Deed of Cancellation/Revocation was executed on 18.01.2023 between the owners and the erstwhile developer registered in the office of the District Sub

Registrar II at Alipore and recorded in Book No. I, Being No. 00738 for the year 2023 whereby the said Development Agreement along with the Power of Attorney both dated 13<sup>th</sup> December, 2012 as well as Development Agreement along with the Power of Attorney both dated 31.08.2021 were mutually cancelled and all the powers and authorities conferred upon the erstwhile developer in respect of the said premises were revoked for all practical purposes and intents, with the understanding that the owners would execute a fresh development agreement with the developer herein.

In terms of the said mutual understanding and pursuant to detailed deliberations, the owners had executed a Development Agreement dated 19.01.2023 conferring the development rights in favour of the Developer herein in respect of the said premises and was registered in the office of the District Sub Registrar II at Alipore and recorded in Book No. I, Volume No. 1602-2023, Pages 35709 to 35774, Being No. 00743 for the Year 2023 and also executed a Development Power of Attorney dated 19.01.2023 in favour of the Developer herein which was duly registered in the office of District Sub Registrar II, Alipore, 24 Parganas (South), recorded in the Book No. I, volume no.1602 of 2023, pages from 35775 to 35803, Being no. 00758 for the year 2023.

In terms of the said Development Agreement, the developer has obtained a Building Plan vide no.2024160274 dated 12/11/2024 duly approved and sanctioned by the Kolkata Municipal Corporation for construction of a multi storied comprising of residential flats and car parking spaces in the ground floor at the said Premises and has already completed a substantial part of the construction work of the said proposed building.

During the course of construction, the Purchaser approached to the Developer to purchase a Flat in the said building from the Developer's

Allocation and the Developer agreed to sale to the Purchaser, a Self-Contained "Flat" at \_\_\_\_\_ Facing in Block - \_\_\_\_\_, being Flat No. \_\_\_\_\_, measuring about \_\_\_\_\_ Sq. Ft. Carpet Area be the same a little more or less in the \_\_\_\_\_ Floor consisting of \_\_\_\_\_ Bed Rooms, \_\_\_\_\_ Drawing, \_\_\_\_\_ Kitchen, \_\_\_\_\_ Dining, \_\_\_\_\_ Toilet, \_\_\_\_\_ W.C. & \_\_\_\_\_ Balcony, along with impartible and variable proportionate share in the said plot of land and common portion and amenities or facilities in the said building in terms of the aforesaid sanctioned building plan of the said plot of land hereinafter called and referred to as the "Said Flat" morefully and particularly mentioned and described in the SECOND SCHEDULE hereunder written for the total consideration of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_) only plus GST as applicable and for the purpose requested to the Developer to enter into an agreement for sale with the Owner and the Developer.

After a closed negotiation by and between the parties herein the parties herein have agreed to reduce the terms and conditions settled between them for the purchase of the aforesaid flat in writing by means of this present subject to observance of terms and conditions as appearing hereunder by the parties herein.

After being fully satisfied in all respect and prior to the execution of these presents, the PURCHASER has paid to the Developer a sum of Rs. \_\_\_\_\_ only, being part payment of the sale price of the FLAT agreed to be sold by the Developer to the Purchaser as advance payment or deposit (the payment and receipt whereof and the Developer hereby admit and acknowledge) and the Purchaser have agreed to pay to the Developer balance of the sale price in the manner hereinafter appearing.



**6.1.** To avoid future complications the parties to this agreement entered in to this agreement this day by incorporating the said agreed terms and conditions to this agreement as follows :

**2.3. VENDOR:** shall mean (1) **SRI NIRMAL KANTI GHOSH, (PAN: BAWPG8239C), (2) SMT.BAISHAKHI DUTTA, (3)SRI PROSUN GHOSH (4)SMT. MUKUL GHOSH, (5) SRI SANJIB KANTI GHOSH,(PAN: AILPG0154G), (Aadhaar No. 9659 3702 8856),6)SMT. ANITA DAS, (7) SRI SANKAR KUMAR GHOSH, (8)SRINABAKUMAR GHOSH,(9)SMT. SHAKUNTALA BISWAS, and(10)SMT. ANINDITA PAUL, ,** described above and its/his/her/their respective successors, liquidators, legal representatives, heirs, executors, administrators, and assigns its successors administrators and assigns.

**2.4. DEVELOPER:** shall mean **U S T CONSTRUCTIONS** a Partnership Firm having its registered Office at 67/1, S. N. Roy Road, Post: Sahapur, Police Station: New Alipore, Kolkata – 700053, in the District: 24 Parganas (South) West Bengal, India, duly represented by its **Authorized Signatory of the said Firm namely - MR. SOURAV ROY,** son of Mr. Subrata Roy, residing at 67/1, S. N. Roy Road, P.O. Sahapur, Police Station Behala, presently New Alipore, Kolkata-700053, in the District: 24 Parganas (South) West Bengal, India,

**2.5. PURCHASER:** shall mean \_\_\_\_\_,  
son/daughter/wife of \_\_\_\_\_, resident of \_\_\_\_\_  
And \_\_\_\_\_,  
son/daughter/wife of \_\_\_\_\_,  
resident of \_\_\_\_\_ and their respective heirs,  
executors, administrators, legal representatives and assigns.

a) **UNIT:** shall mean the Unit No. \_\_\_\_\_ situated on the \_\_\_\_\_ Floor of the building complex known as ‘ \_\_\_\_\_ ’ as more fully described in the **FIRST SCHEDULE** hereunder written and

bordered in Red ink on the floor plan annexed hereto.

- b) **CARPET AREA:** shall mean the net usable floor area of an apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony or verandah area and exclusive open terrace area, but includes the area covered by the internal partition walls of the apartment. This area shall be measured and certified by the Architect of the project.
- c) **PROPORTIONATE SHARE:** shall mean the undivided impartible proportionate share which is agreed, fixed and settled to be the Purchaser's share in the land, the common portions and in all other common rights and liabilities including the common expenses.
- d) **COMMON PARTS:** shall mean the common portions more fully described in the Eighth Schedule hereunder written.
- e) **COMMON EXPENSES:** shall mean the expenses described in the \_\_\_\_\_ Schedule hereunder written and shall include all the costs involved in maintaining and upkeep of all the common parts as described in the \_\_\_\_\_ Schedule.
- f) **CO-OWNERS:** shall according to its context mean all persons who have agreed to own Units in the proposed building including the Vendor in respect of the un acquired Units till such flats are acquired by others.
- g) **PLAN:** shall mean sanctioned building plan obtained from the **Kolkata Municipal Corporation** in respect of the buildings on the property described in the First Schedule hereto being **Building Plan vide B.S. Plan No. 2024160274, Dt. 12/11/2024** for construction

of a Multi Storied Building upon the said **KMC** 183, Raja Ram Mohan Roy Road, Kolkata- 700 008, Police Station previously Behala then Thakurpukur now Haridevpur, A.D.S.R. Office at Behala, District South 24-Parganas, as also further plans to be obtained from such Municipality together with all modifications and amendments thereto.

- h) **MAINTENANCE ASSOCIATION:** shall mean the association of the owners/purchasers of different units in the proposed buildings to be collectively known as **“UST HEIGHTS”** to be constituted for management of the common areas and common services including.
- i) **FORCE MAJEURE:** shall mean **Acts Of God, Flood, Earthquake, Riot, War, Storm, Tempest, Civil Commotion, Strike, Labour Trouble, Order Of Injunction,** action by the government or any agency thereof and/or any other act or commission beyond the reasonable control of the parties hereto.

**That the Singular includes Plural and vice-versa and Masculine includes Feminine and Vice-Versa.**

**NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO** as follows:-

**A.** The **Developer** shall construct the said building/s consisting of **Multi Storied Building** on the said plot of land in accordance with the plans, designs, specifications approved by the concerned local authority and which have been seen and approved by the **Purchaser** with only such variations and modifications as the **Developer** may consider necessary or as may be required by the concerned local authority/the Government to be made in them or any of them:

**B.** The said land is earmarked for the purpose of building of a residential cum commercial project, comprising twenty multi-storied apartment buildings and one

commercial building and the said project shall be known as **“UST HEIGHTS”** ("Project").

c. The Developer are fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Vendors regarding the said land on which Project is to be constructed have been completed.

d. The Kolkata Municipal Corporation has granted the commencement certificate to develop the Project vide its approval being **Building Plan vide B.S. Plan No. 2024160274, Dt. 12/11/2024** The Vendors have obtained the final layout plan, sanctioned plan, specification and approvals for the project and also for the buildings from the Kolkata Municipal Corporation. The Vendors agree and undertake that they shall not make any changes to these approved plans except in strict compliance with section 14 of the Act and other laws as applicable.

e. The Developer had registered of the said project under the provisions of the **West Bengal Housing Industry Regulatory Act** and have obtained registration of the project under the **Real Estate (Regulation and Development) Act, 2016** bearing **Registration No. WBRERA/\_\_\_/\_\_\_/202\_\_\_/\_\_\_\_\_ (Project ID WBRERA/NPR-\_\_\_\_\_)**.

f. The Purchaser/Allottee had applied for an apartment in the Project vide application no. \_\_\_\_\_ dated \_\_\_\_\_ and has been allotted Unit No. \_ measuring \_\_\_\_\_ square feet of carpet area equivalent to \_\_\_ square feet of super- built area situated on the \_Floor of the Block\_ being constructed by the said **UST CONSTRUCTION** on the lands described in the **First Schedule** hereto together with the **Right To Park One Motor Car in the open/covered/independent/dependent/ Mechanical Car Parking Space(S)** at the **Ground Floor** level as permissible under the applicable law and of pro rata share in the common areas ("Common Area") as defied under clause (m) of section 2

of the Act (hereinafter referred to as the "Apartment" more particularly described in the Fourth Schedule and the floor plan or the apartment is annexed hereto and marked as Map - I);

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

H. The Parties agree that the instant agreement comprises the entire agreement between the parties and no term or condition of this agreement shall be changed at any time unless the same is in writing duly signed by the parties hereto and it will not be open to any of the parties to allege that any oral agreement dehors this agreement was entered into.

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

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 Vendor hereby agrees to sell and the Purchaser/Allottee hereby agrees to purchase the Apartment as specified in the Fourth Schedule hereunder.

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

**1. TERMS :**

**1.1** Subject to the terms & conditions as detailed in this Agreement, the Vendors hereby agree to sell to the Purchaser /Allottee(s) and the Purchaser /Allottee(s) hereby agrees to purchase, the Apartment described in the Second Schedule hereunder.

**1.2** The Total Price for the Unit / Apartment based on the carpet area is the amount of Rs.\_\_\_\_\_

(Rupees\_\_\_\_)("Total Price") mentioned in **Part - I of the Fifth Schedule** hereunder written and payable in the manner set out in Part - II of the Fifth Schedule hereunder written.

<b>Block/Building/Tower No.</b> <b>_ Apartment No. _____</b> _____, <b>Type _____, on</b> _____ <b>Floor</b> <b>r</b>	<b>Price of Apartment on</b> <b>Carpet Area per square</b> <b>feet Rs.</b> _____ <b>x</b> _____ <b>sq. ft.</b> <b>Rs. _____/-</b>
<b>Proportionate cost of common</b> <b>areas, Preferential location</b> <b>charges and Cost of exclusive</b> <b>balcony area and/or exclusive</b> <b>open terrace area</b>	<b>Rs. Nil</b> <b>Rs. _____/-</b>
<b>AND</b>	
<b>GST @ on Apartment (at current</b> <b>rates)</b>	<b>Rs. _____/-</b> <b>Rs. _____/-</b>

**Explanation:**

(i) The Total Price above includes the booking amount paid by the purchaser/Allottee to the Vendors towards the Apartment.

(ii) The Price above includes Taxes (consisting of tax paid or

payable by the Vendors 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 Vendor, by whatever name called) unto the date of the handing over the possession of the Apartment to the purchaser/Allottee and the Project to the association of Purchaser/Allottees or the competent authority, as the case may be, after obtaining the completion certificate;

Provided that in case there is any change/ modification in the taxes, the subsequent amount payable by the purchaser/Allottee(s) to the Vendor shall be increased/ reduced based on such change/ modification.

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

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

(iv) The Total Price of Apartment/ Plot includes recovery of price of land, construction of, not only the Apartment but also, the common

areas, internal development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity to the Apartment, lift, water line and plumbing, finishing with paint, marbles, tiles, doors, windows, fire detection and firefighting equipment in the common areas, maintenance charges as per Para. II etc. and includes cost for providing all other facilities, amenities and specification to be provided within the Apartment/ Plot and the Project.

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

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

- 1.4** The Purchaser/Allottee(s) shall make the payment as per the payment plan set out in Part - II of the Fifth Schedule hereunder written ("Payment Plan").
- 1.5** The Vendors may allow, in their sole discretion, a rebate for early payments of installments payable by the Purchaser/Allottee(s) by



discounting such early payments@\_\_\_% per annum for the period by which the respective installment has been proponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to a Purchaser/Allottee(s) by the Vendor.

- 1.6** It is agreed that the Vendor shall not make any addition and alteration in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities described in the Sixth, Eighth and Ninth Schedules hereto which are in conformity with the advertisement, prospectus etc., on the basis of which sale is effected in respect of the Apartment/building, as the case may be, without the previous written consent of the Purchaser/Allottee(s) as per the provisions of the Act:

Provided that the Vendor may make such minor additions or alterations as maybe required by the Purchaser/Allottee(s), or such minor changes or alterations as perthe provisions of the Act.

- 1.7** The Vendor shall conform to the final carpet areas that has been allotted thePurchaser/Allottee after construction of the building is complete and the occupancy certificate the granted by the competent authority, by furnishing details of the changes,if any in the carpet area. The Total Price payable for the carpet area shall be recalculated upon confirmation by the Vendors. If there is reduction in the carpet areathan the Vendor shall refund the excess money paid by Purchaser/Allottee within forty-five days with annual interest at the rate prescribed in the Rules, from the date when such an excess amount was paid by the Purchaser/Allottee. If there is any increase in the carpet area, which is not more than three percent of the carpet area of the Apartment, allotted to the Purchaser/Allottee, the Vendors may demand that from the Purchaser/Allottee as per the next milestone of the Payment Plan as providedin Part II of the Fifth Schedule. All these monetary adjustments shall be made at the same rate per square feet as agreed in

Para 1.2 of this agreement.

**1.8** Subject to Para 9.3 the Vendors agree and acknowledge that the Purchaser/Allottee shall have the right to the Apartment as mentioned below:

- (i) The Purchaser/Allottee(s) shall have exclusive ownership of the Apartment;
- (ii) The Purchaser/Allottee(s) shall also have undivided proportionate share in the common areas. Since the share/ interest of Purchaser/Allottee(s) in the common areas is undivided and cannot be divided or separated, the Purchaser/Allottee(s) shall use the common areas, along with other occupants and maintenance staff etc., without causing any inconvenience or hindrance to them. It is clarified that the Vendor shall handover the common areas to the association of Purchaser/Allottees after duly obtaining the completion certificate from the competent authority as provided in the Act;
- (iii) That the computation of the price of the Apartment includes recovery of price of land, construction of not only the Apartment but also the common areas, internal development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity to the Apartment, lift, water line and plumbing, finishing with exterior paint, marbles, tiles, doors, windows, fire detection and firefighting equipment in the common areas, maintenance charges as per Para 11 etc. and includes cost for providing all other facilities, amenities and specification to be provided within the Apartment/ Plot and the Project;
- (iv) The Purchaser/Allottee has the right to visit the Project site to assess the extent of development of the Project and his Apartment, as the

case may be.

**1.9** It is made clear by the Vendors and the Allottees agrees that the Apartment along with the parking space/facility being the subject matter of this agreement shall be treated as a single indivisible unit for all purposes. It is agreed that the Project is an independent, self contained Project covering the said Land and is not a part of any other project or zone and shall not form a part of and/or linked/combined with any other project in its vicinity or otherwise accept for the purpose of integration of infrastructure for the benefit of the Purchaser/Allottee. It is clarified that Project's facilities and amenities shall be available only for use and enjoyment of the Purchasers/Allottee(s) of the Project.

**1.10** The Vendor agrees to pay all outgoing/ dues before transferring the physical possession of the Apartment to the Purchaser/Allottee(s) which it has collected from the Purchaser/Allottee(s), for the payment of outgoing/dues (including land cost, ground rent, municipal or other local taxes, charges for water or electricity, maintenance charges, including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the Project). If the Vendor fails to pay all or any of the outgoing/ dues collected by it from the Purchaser/Allottee(s) or any liability, mortgage loan and interest thereon before transferring the Apartment to the Purchaser/Allottee(s), the Vendor agrees to be liable, even after the transfer of the property, to pay such outgoing/ dues and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefore by such authority or person.

**1.11** The Purchaser/Allottee has paid a sum of Rs. \_\_\_\_\_/-  
(Rupees

\_\_\_\_\_ only) as booking amount being part payment towards the Total Price of the Unit/Apartment at the time of application the receipt of which the Vendor hereby acknowledges and the Purchaser/Allottee hereby agrees to pay the remaining price of the Apartment as prescribed in the payment plan described in the **Fifth Schedule** hereunder as may be demanded by the Vendors within the time and manner specified therein.

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

**2. MODE OF PAYMENT:**

Subject to the terms of the agreement and the Developer abiding by the construction milestones, the Purchaser/Allottee shall make all payments, on written demand by the Vendor, within the stipulated time as mentioned in the payment plan [through account payee Cheque / demand draft/ banker's Cheque or online payment (as applicable) in favour of **UST CONSTRUCTION** payable at Kolkata.

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

- 3.1** The Allottee, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999 ('FEMA'), Reserve Bank of India Act, 1934 ('RBI' Act) and the Rules and Regulation made thereunder or any statutory amendments or modifications made thereof and all others applicable laws including that of remittance of payment, acquisition/ sale/ transfer of immovable properties in India etc. and provide the Vendor with such permission, approval which would enable the Vendor to fulfill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of

Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof and the Rules and Regulation of the Reserve Bank of India or any other applicable law. The Purchaser/Allottee understands and agrees that in the event of any failure on his/ her part to comply with the applicable guidelines issued by the Reserve Bank of India, he/ she may be liable for any action under Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

**3.2** The Vendor accepts no responsibility in regard to matters specified in Para 3.1 above. The Purchaser/Allottee shall keep the Vendor fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Purchaser/Allottee subsequent to the signing of this Agreement, it shall be the sole responsibility of the Purchaser/Allottee to intimate the same in writing to the Vendors immediately and comply with necessary formalities if any, under the applicable laws. The Vendor shall not be responsible towards any third-party making payment/remittances on behalf of Purchaser/Allottee and such third party shall not have any right in the application/allotment of the said Apartment apply for herein in any way and the Vendor shall be issuing the payment receipts in favour of the Purchaser/Allottee only.

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

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

**5. TIME IS ESSENCE :**

The Vendor shall abide by the time schedule for completing the Project as disclosed at the time of registration of the Project with the Authority and towards handing over the Unit/Apartment to the Purchaser/Allottee and the common areas to the Association of Purchaser/Allottees.

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

The Allottee has seen the proposed layout plan, specifications, amenities and facilities of the Apartment/ Plot and accepted the floor plan, payment plan & the specification, amenities and facilities annexed along with this Agreement which has been approved by the competent authority, as represented by the Vendor. The Vendor 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 Vendor 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 Kolkata Municipal Corporation and shall not have an option to make any variation/ alteration/ modification in such plans, other than in the manner provided under the Act, and breach of this term by the Vendor shall constitute a material breach of this Agreement.

**7. POSSESSION OF THE APARTMENT / PLOT:**

**7.1 Schedule for possession of the said [Apartment / Plot]** – The Vendor agrees and understands that timely delivery of possession of the Unit/Apartment to the Purchaser/Allottee and the common areas to the Association of Purchaser/Allottees is the essence of the Agreement. The Vendor assures to handover possession of the Unit/Apartment along with ready and complete common areas with all specifications, amenities and facilities of the Project in place on.....

Unless there is delay or failure due to war, flood, drought, fire, cyclone earthquake or any other calamity caused by nature effecting the regular development of the real estate project ("Force Majeure"). If, however, the completion of Project is delayed due to the Force Majeure conditions then the Purchaser/Allottee agrees that the Vendor shall be entitled to the extension of time for delivery of possession of the Unit/Apartment provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Purchaser/Allottee(s) agrees and confirms that, in the event it becomes impossible for the Vendor to implement the project due to Force Majeure conditions, then this allotment shall stand terminated and the Vendor shall refund to the Purchaser/Allottee(s) the entire amount received by the Vendor from the Allotment within 45 days from that date. The Vendor shall intimate the Purchaser/Allottee about such termination at least thirty days prior to such termination. After refund of the money paid by the Purchaser/Allottee, the Purchaser/Allottee agreed that he/ she shall not have any rights, claims etc. against the Vendor and the Vendor shall be released and discharged from all its obligations and liabilities under this Agreement.

**7.2 Procedure for taking possession-** The Vendor, upon obtaining the occupancy certificate from the competent authority shall offer in writing the possession of the Unit/Apartment, to the Purchaser/Allottee(s) in terms of this Agreement to be taken within 2 (two) months from the date of issue of occupancy certificate. [Provided that, in the absence of local law, the conveyance deed in favour of the Purchaser/Allottee shall be carried out by the Vendor within three months from the date of issue of occupancy certificate]. The Vendor agrees and undertakes to indemnify the Purchaser/Allottee(s) in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the Vendor. The Purchaser/Allottee(s), after taking possession, agree(s) to pay the

maintenance charges as determined by the Vendor/ Association of Purchaser/Allottees, as the case may be, after the issuance of completion certificate for the Project. The Vendor shall handover the occupancy certificate of the Apartment, as the case may be, to the Purchaser/Allottee at the time of conveyance of the same.

**7.3 Failure of Purchaser/Allottee to take possession of Unit/Apartment-**

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

**7.4 Possession by the Purchaser/Allottee-**After obtaining the occupancy certificate\* and handing over physical possession of the Unit/Apartment to the Purchaser/Allottee, it shall be the responsibility of the Vendor to handover the necessary documents and plan, including common areas to the Association of Purchaser/Allottees as per the local laws:

Provided that, in the absence of any local law, the Vendor shall handover the necessary documents and plans, including common areas, to the Association of Purchaser/Allottees within thirty days after obtaining the completion certificate]

**7.5 Cancellation by Purchaser/Allottee-** The Purchaser/Allottee(s) shall have the right to cancel/withdraw his allotment in the Project as provided in the Act: Provided that where the Purchaser/Allottee(s) proposes to



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

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

Except for occurrence of a Force Majeure event, if the Vendor fails to complete or is unable to give possession of the said Unit/Apartment (i) in accordance with the terms of this Agreement, duly completed by the date specified in Para 7.1 above; or (ii) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under the provisions of the Act; or for any other reason; the Vendor shall be liable, on demand to the Purchaser/Allottee, in case the Purchaser/Allottee wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by him in respect of the Unit/Apartment, with interest including compensation in the manner as provided under the Act within forty-five days of it becoming due:

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

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

The Vendor hereby represents and warrants to the Purchaser/Allottee(s) as follows:-

- (i)** The Vendor has absolute, clear and marketable title with respect to the said Land and the requisite rights to carry out development upon the said Land and absolute, actual, physical and legal possession of the said Land for the Project;
- (ii)** The Vendor has lawful rights and requisite approvals from the competent authorities to carry out development of the Project;
- (iii)** There are no encumbrances upon the said Land or the Project save and except that UST CONSTRUCTION has obtained credit facilities from the State Bank of India for the purposes of the project and has created mortgage of, inter alia, a portion of the property described in the First Schedule hereto as security in respect thereof. UST CONSTRUCTION, the Developer undertakes to have the said Unit released from such charge immediately upon the Purchaser making payment of all amounts payable under this Agreement.
- (iv)** All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and Apartment are valid and subsisting and have been obtained by following due process of law. Further, the Vendor 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;
- (v)** The Vendor has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Purchaser/Allottee(s) created herein may prejudicially be affected;
- (vi)** The Vendor has not entered into any agreement for sale and/or development

agreement or any other agreement / arrangement with any person or party with respect to the said Land, including the Project and the said Unit/Apartment which will, in any manner, affect the rights of Purchaser/Allottee(s) under this Agreement;

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

**(viii)** At the time of execution of the conveyance deed the Vendor shall handover lawful, vacant, peaceful, physical possession of the Unit/Apartment to the Purchaser/Allottee(s) and the common areas to the association of Purchaser/Allottees;

**(ix)** The Schedule Property is not the subject matters of any HUF and that no part thereof is owned by any minor and /or no minor has any right, title and claim over the Schedule Property;

**(x)** The Vendor has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said Project to the competent authorities till the completion certificate has been issued and possession of the Apartment along with common areas (equipped with all the specifications, amenities and facilities) has been handed over to the Purchaser/Allottee and the Association of Purchaser/Allottees;

**(xi)** No notice from the Government or any other local body or authority or any legislative enactment, government order, notification (including any notice for acquisition or requisition of the said property) has been received by or served upon the Vendor in respect of the said Land and/or the Project.

## **9. EVENTS OF DEFAULTS AND CONSEQUENCES :**

**9.1** Subject to the Force Majeure clause, the Vendor shall be considered under a

condition of default, in the following events:-

- (i) The Vendor fails to provide ready to move in possession of the Unit/Apartment to the Purchaser/Allottee(s) within the time period specified in Para 7.1 above in this Agreement or fails to complete the Project within the stipulated time disclosed at the time of registration of the Project with the Authority. For the purpose of this Para, 'ready to move in possession' shall mean that the 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 occupancy certificate and completion certificate, as the case may be, has been issued by the competent authority;
- (ii) Discontinuance of the Vendor's business as a developer on account of suspension or revocation of his registration under the provisions of the Act or the rules or regulations made thereunder.

**9.2** In case of default by the Vendor under the conditions listed above, Purchaser/Allottee(s) is entitled to the following:

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

Provided that where an Purchaser/Allottee(s) does not intend to withdraw from the Project or terminate the Agreement, he shall be paid, by the Vendor, interest at the rate prescribed in the Rules, for every month of delay till the handing over of the possession of the Apartment, which shall be paid by the Vendor to the Purchaser/Allottee within forty-five days of it becoming due.

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

- (i) In case the Purchaser/Allottee(s) fails to make payments for any demand made by the Vendor as per the payment plan annexed hereto, despite having been issued notice in that regard, the Purchaser/Allottee(s) shall be liable to pay interest to the Vendor on the unpaid amount at the rate prescribed in the Rules.
- (ii) In case of default by Purchaser/Allottee under the conditions listed above continues for a period beyond two consecutive months after notice from the Vendor in this regard, the Vendor may cancel the allotment of the Unit/Apartment in favour of the Purchaser/Allottee(s) and refund the money paid to him by the purchaser/Allottee(s) by deducting the booking amount and the interest liabilities and this Agreement shall thereupon stand terminated :

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

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

The Vendor, on receipt of Total Price of the Unit/Apartment as per Para 1.2 under the Agreement from the Purchaser/Allottee shall execute a conveyance deed and convey the title of the Unit/Apartment together with proportionate indivisible share in common areas within three months from the date of

issuance of the occupancy certificate and the completion certificate, as the case may be, to the Purchaser/Allottee:

[Provided that, in absence of local law, the conveyance deed in favour of the Purchaser/Allottee shall be carried out by the Vendor within three months from the date of issue of occupancy certificate].

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

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

The Vendor shall be responsible for providing and maintaining the essential services in the Project, till the taking over of the maintenance of the Project by the Association of Purchaser/Allottees upon the issuance of the completion certificate of the Project. The cost of such maintenance has been included in the Total Price of the Apartment.

**12. DEFECT LIABILITY :**

It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Vendor as per this Agreement relating to such development is brought to the notice of the Vendor within a period of five years by the Purchaser/Allottee from the date of handing over possession, it shall be the duty of the Vendor to rectify such defects without further

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

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

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

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

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

**15. USAGE:**

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

**16. COMPLIANCE WITH RESPECT TO THE APARTMENT/ PLOT:**

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

**16.2** The Purchaser/Allottee further undertakes, assures and guarantees that he/she would not put any sign-board/ name-plate, neon light, publicity material or advertisement material etc. on the façade of the building or anywhere on the exterior of the Project, building therein or common areas. The Purchaser/Allottee also not change the color scheme of outer wall or painting of the exterior side of windows or carry out any change in the exterior elevation or design. Further the Purchaser/Allottee 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 Purchaser/Allottee shall also not remove any wall, including the outer and load wall of the Unit/Apartment.

**16.3** The Purchaser/Allottee shall plan and distribute its electric load in conformity with the electric systems installed by the Vendor and thereafter the Association of Purchaser/Allottees and/or maintenance agency appointed by the association of Purchaser/Allottees. The Purchaser/Allottee shall be



responsive for any loss or damages arising out of breach of any of the aforesaid conditions.

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

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

**18. ADDITIONAL CONSTRUCTIONS:**

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

**19. VENDOR SHALL NOT MORTGAGE OR CREATE A CHARGE:**

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

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

The Vendor has assured the Purchaser/Allottees that the project in its entirety is in accordance with the provisions of all laws in force in the State of West Bengal, the Vendor showing compliance of various laws/ regulations as applicable in West Bengal .

**21. BINDING EFFECT :**

Forwarding this Agreement to the Purchaser/Allottee(s) by the Vendor does not create a binding obligation on the part of the Vendor or the Purchaser/Allottee(s) until, firstly, the Purchaser/Allottee(s) signs and delivers this Agreement with all the Schedules along with the payments due as stipulated in this payment plan within thirty days from the date of receipt by the Purchaser/Allottee(s) and secondly, appears for registration of the same before the concerned Additional District Sub- Registrar at Sonarpur, District Sub-Registrar at Alipore / Additional Registrar of Assurances, Kolkata as and when intimated by the Vendor. If the Purchaser/Allottee(s) fails to execute and deliver to the Vendor this Agreement within 30 (thirty) days from the date of its receipt by the Purchaser/Allottee(s) and/or appear before the Sub-Registrar/Registrar for its registration as and when intimated by the Vendor, then the Vendor shall serve a notice to the Purchaser/Allottee(s) for rectifying the default, which if not rectified within 30 (thirty) days from the date of its receipt by the Purchaser/Allottee(s), application of the Purchaser/Allottee shall be treated as cancelled and all sums deposited by the Purchaser/Allottee(s) in connection therewith including the booking amount shall be returned to the Purchaser/Allottee(s) without any interest or compensation whatsoever.

**22. ENTIRE AGREEMENT:**

This Agreement, along with its schedules, constitutes the entire Agreement between the Parties with respect to the subject matter hereof. and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said Apartment/ Plot/ Building, as the case may be.

**23. RIGHT TO AMEND :**

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

**24. PROVISIONS OF THIS AGREEMENT APPLICABLE TO  
SUBSEQUENT PURCHASER / ALLOTTEE:**

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

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

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

**25.2** Failure on part of the Parties to enforce at any time or for any period of time the provisions hereof shall not be construed to be a waiver of any provisions or of the right thereafter to enforce each and every provision.

**26. SEVERABILITY:**

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made thereunder or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to the Act or the Rules and Regulations made thereunder or the applicable law, as the case may be, and remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

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

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

**28. FURTHER ASSURANCES:**

Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in addition to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

**29. PLACE OF EXECUTION:**

The execution of this Agreement shall be completed only upon its execution by the Vendor through its authorized signatory at the Vendor's Office, or at some other place, which may be mutually agreed between the Vendor and the Purchaser/Allottee, in Kolkata after the Agreement is duly executed by the Purchaser/Allottee and the Vendor or simultaneously with the execution the said Agreement shall be registered at the office of **the Additional District Sub-Registrar at Behala, District Sub-Registrar at Alipore /Additional Registrar of Assurances, Kolkata**. Hence this Agreement shall be deemed to have been executed at the Developer's office at **75/27A, S. N. Roy Road, P.O. Sahapur, Police Station Behala, presently New Alipore, Kolkata-700053, in the District: 24 Parganas (South) West Bengal, India**.

**30. NOTICES:**

That all the notices to be served on the Purchaser/Allottee and the Vendor as contemplated by this Agreement shall be deemed to have been duly served if sent to the Purchaser/Allottee or the Vendor by registered post at their respective addresses specified below :

<b>UST CONSTRUCTION</b>	<b>Purchasers :</b> _____
<b>75/27A, S. N. Roy Road, P.O. Sahapur, Police Station Behala, presently New Alipore, Kolkata-700053, in the District: 24 Parganas (South) West Bengal, India,</b>	_____ _____ _____

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

**31. JOINT PURCHASER/ALLOTTEE:**

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

**32. GOVERNING LAW:**

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

**33. DISPUTE RESOLUTION :**

All or any dispute arising out or touching upon or in relation to the terms and conditions of this Agreement, including the interpretation and validity of the terms thereof and the respective rights and obligations of the Parties, shall be settled amicably by mutual discussions, failing which the same shall be settled under **Real Estate Regulation Act .**

**THE FIRST SCHEDULE ABOVE REFERRED TO:**

**ALL THAT** piece and parcel of land measuring an area of 13 Cottahas 5 Chittaks 43 Sq. Ft. more or less together with pucca structure measuring more or less 600 Sq.ft. and Asbestos Shed structure measuring more or less 500 Sq.ft. and also Tiles Shed structure measuring more or less 300 Sq.ft. lying and situate and forming part of C. S. Dag No. 286 corresponding to L.R. Dag No. 405 under C. S. Khatian No. 122 (L.R. Khatian Nos. 6464; 6463; 6462; 6453; 6452; 6451; 6450; 2456; 2455; 2454; 2459) of Mouza Muradpur J.L. No. 13, R.S. No. 192, Touzi Nos. 74-77 & 82, Pargana Magura, previously under the jurisdiction of South Suburban Municipality, Behala, now under the Kolkata Municipal Corporation Ward No, 123, being Municipal Premises No. 183, Raja Ram Mohan Roy Road, Kolkata- 700 008, Police Station previously Behala then Thakurpukur now Haridevpur, A.D.S.R. Office at Behala, District South 24-Parganas and the said property is butted and bounded by:

**ON THE NORTH :** 40 Ft. wide Biren Roy Road (East).

**ON THE SOUTH :** Land of Babu Mukherjee & Bishnu Bhattacharjee.

**ON THE EAST :** Land of Santimoyee Ghosh & Nagesh Chandra Bhattacharjee, N.C. Bhattacharjee.

**ON THE WEST :** Land of Bimal Kanti & Nirmal Kanti Ghosh, land of Satyaprasad Roy Chowdhury.

**THE SECOND SCHEDULE ABOVE REFERRED TO**  
**(THE SAID FLAT & Car Parking HEREBY AGREED TO BE SOLD)**

ALL THAT piece and parcel of a Self-Contained "Flat" at ..... Facing in Block - ....., being Flat No. ....., measuring about ..... Sq. Ft. Super Built-up Area be the same a little more or less in the ..... Floor consisting of ..... Bed Rooms, One Drawing, One Kitchen, One Dining, ..... Toilet, ..... W.C. & ..... Balcony, lying and being situated at Premises No. 183, Raja Ram Mohan Roy Road, Kolkata- 700 008, Police Station previously Behala then Thakurpukur now Haridevpur, District South 24-Parganas, in the building constructed in accordance to the plan sanctioned by the competent

authority and named as '**UST HEIGHTS**', being a part of Developers allocation, in complete and habitable condition in all manners whatsoever lying and situated at Municipal Premises No. 183, Raja Ram Mohan Roy Road, within the limit of ....., Borough No. ...., of the Kolkata Municipal Corporation, having its Assessee No....., also under the jurisdiction of Additional District Sub-Registrar, Behasla, South 24 Parganas, having Postal Address at 183, Raja Ram Mohan Roy Road, Kolkata- 700 008, in the District of South 24 Parganas, West Bengal, the particulars of such premises and property more clearly mentioned in the Schedule "A" hereinabove written, **AND TOGETHER WITH** an undivided proportionate share of the Premises attributable to the unit **AND TOGETHER FURTHER WITH** an undivided proportionate share in the Common Areas And Services appurtenant to the said unit **AND FURTHER TOGETHER WITH** all easement rights along with other co-owners as specifically mentioned in the Part II hereto;

**THE SCHEDULE - C ABOVE REFERRED TO:**

**PAYMENT SCHEDULE:**

**PART-I**

The Purchaser hereby agrees to pay to **UST CONSTRUCTION**, the Developer, total consist of **Base price** of Rs. \_\_\_\_\_/- (**Rupees** \_\_\_\_\_) **only** plus **Price of Car Parking Space** Rs. \_\_\_\_\_/- (**Rupees** \_\_\_\_\_) **only** and **5% GST** amounting to **Rs.** \_\_\_\_\_/- (**Rupees** \_\_\_\_\_) **only** comes to total Consideration of **Rs.** \_\_\_\_\_/- (**Rupees** \_\_\_\_\_) **only** for the said Flat/Unit/Space described in the **Second Schedule** above including proportionate share in the land and the rights and properties appurtenant

thereto as well as the right to use **1 (One) Nos. Open / Covered / Independent / Dependent / Mechanical Car Parking Space(S)** at the Ground level described in the **First Schedule** above.

**PART — II (MODE OF PAYMENT OF THE TOTAL COST)**

<b>Payment Plan</b>	<b>Percentage</b>
<b>Agreement</b>	<b>10%</b>
<b>Foundation Plinth</b>	<b>10%</b>
<b>1st Floor Roof Casting</b>	<b>5%</b>
<b>2nd Floor Roof Casting</b>	<b>5%</b>
<b>3rd Floor Roof Casting</b>	<b>5%</b>
<b>4th Floor Roof Casting</b>	<b>5%</b>
<b>5th Floor Roof Casting</b>	<b>5%</b>
<b>6th Floor Roof Casting</b>	<b>5%</b>
<b>7th Floor Roof Casting</b>	<b>5%</b>
<b>8th Floor Roof Casting</b>	<b>5%</b>
<b>9th Floor Roof Casting</b>	<b>5%</b>
<b>10th Floor Roof Casting</b>	<b>5%</b>
<b>11th Floor Roof Casting</b>	<b>5%</b>
<b>12th Floor Roof Casting</b>	<b>5%</b>
<b>Brick Work &amp; Plumbing</b>	<b>5%</b>
<b>Floor &amp; Electric</b>	<b>5%</b>
<b>Possession</b>	<b>10%</b>

Payment of each of the above installments is required to be made by the Purchaser within 21 (twenty one) days of posting or 15 (fifteen) days of receipt (whichever is earlier) of notice from the Developer to the Purchaser that a particular installment has fallen due. Time for payment shall always be of the essence of the contract.

**PART — III**

- i) All charges at actuals for **CESC** electric lines, transformers, H.T. and L.T. cables, and all expenses for such lines, Generator cost and installation charges, presently estimated at Rs. 160/- per square foot of carpet area (generator to supply standby electricity for common lights, lifts, pumps and limited to 500 watts of electricity per 2BHK Unit and 750 watts per 3BHK Unit).



- ii) All costs of additional work in the said Unit other than provided .
- iii) In the event of **UST CONSTRUCTION** providing any additional facilities or gadgets for the benefit of the occupants of the building the Purchaser shall be liable to make payment of the proportionate share in respect thereof and the same shall form part of the common portions and whether such additional facilities or amenities are to be provided for will be entirely at the sole discretion of **UST CONSTRUCTION** and the Purchaser hereby consents to the same.

**THE SCHEDULE - D ABOVE REFERRED TO:**  
**(Common Area and Facilities)**

**(I) Areas:**

- a) Entrance and exits.
- b) Boundary Walls and Main Gate of the Premises.
- c) Staircase, staircase landing, stair head room and lobbies on all the floor of the building.
- d) Entrance lobby.
- e) **Lift & Lift Well.**

**(II) Water, Pumping and Drainage:**

- a) Drainage and sewerage lines and together installations for the same (except only those as per installed within exclusive area of any Unit and/or exclusively for its use).
- b) Water supply system.
- c) Water pump, underground and overhead water reservoir together with all common plumbing installation for carriage of any unit/or exclusively for its use.

**(III) Electrical Installation:**

- a) Electric wiring and other fittings (excluding only those as are installed within the exclusive any unit and/or exclusively for us).
- b) Lighting of the common portions.
- c) Electrical installations relating to receiving of electricity from suppliers and meters for recording the supply.

- (IV) **Others:** Such other common parts, areas, equipment's, installation, fittings, fixtures and spaces in or about the Premises and the New Building as are necessary for passage to and/or user of the units in common by the co-Owner .
- (V) **Roof:** Roof of the Building and open space on the **THIRD Floor** of the Building shall be the sole property of all Flat Owners as common.

**THE SCHEDULE - E ABOVE REFERRED TO:**

**The PURCHASER shall bear:-**

**Proportionate cost of repairing and decorating of the building**

1. Proportionate expenses of maintenance, repairing, reconstruction and renewing the main structure and the drainage system, rain water discharge, arrangements for supply of electricity and fill common areas contained in the said premises.
2. Proportionate costs of cleaning and lighting the entrance of the building, passage, space, lobby, corridor, staircase,
2. Proportionate share of all taxes, levies and impositions deposits etc. for the premises as a whole.
3. Proportionate share of all salaries, wages, fees and remuneration of all workmen, staff and experts, engaged and hired for the common purpose.
9. Proportionate cost of maintenance, operating, replacing and installing implements including Lift, Pump, Motor, Pipes, Deep tube-well etc. for the common service.
10. Proportionate share of premium of insurance of or the building, if any.
11. Proportionate share of such expenses or would be necessary for all incidentals to the said maintenance and up keep of the building.

**12.** Any other unforeseen proportionate expenses, if arises in future, will be binding upon the Purchaser as per the unanimous decision of the building committee or owner's association.

**THE SCHEDULE - F OF SPECIFICATION ABOVE REFERRED TO:**  
**FOUNDATION AND STRUCTURE:**

**The building is designed for R.C.C. frame structure with suitable isolated/combined footing foundation for the proposed Three Storied Building.**

**WALLS:**

All external walls shall be 200 mm brick with cement plaster as per sanctioned Plan. All internal partition walls will be 75 mm to 125 mm thick with both side plaster.

All inside wall will be coated with best quality plaster of Paris or wall care putty.

**FLOORING/DOORS & WINDOWS:**

- a)** All Bed rooms' floors with Vitrified Tiles, living/ dining room etc. and Kitchen will be finished with Vitrified Tiles or Marble.
- b)** Toilet floor will be of Marble and glazed ceramic tiles upto 5'6" height on walls.
- c)** Black Stone will be provided at Cooking Shelf/platform with 3'-0" glazed tiles upon the Cooking shelf with stainless steel sink.

- d) Bed Rooms and living/dining/window base will provided with Marble. All internal and bedroom doors will be made of flush door with necessary lock etc. bearing ISI Mark.
- e) Main door will be made up of flush door upto 5 ram thick with water proof ply, handle etc.
- f) Door frames will be made up of Sal Wood.
- g) Window will be of Aluminum sections fitted with suitable thick glass and with M.S. Grill (18/3) painted with ready mixed synthetic enameled painting of approved brand.

**ELECTRIFICATION:**

Concealed line will be provided in the flat with ISI Mark modular switches. Necessary Points will be provided in toilet and kitchen. Exhaust fan point will be provided in Kitchen. Geyser point in the Bathrooms, TV Point, Telephone Point in Living/Dining Room, and One AC Point master bed room.

**PLUMBING & SANITARY:**

- a) Concealed water line of pipe will be provided.
- b) Fittings i.e. Ceramic basin and water closet of reputed brand will be provided bearing I.S.I. Marks.
- c) With drain board provided at kitchen.
- d) Low height PVC Colour cistern will be provided in all toilets.
- e) Low height bibcock for washing will be provided at Kitchen.
- f) All fittings, i.e. bibcock, pillar cock, A. S. Cock, C. S. Cock will be of C. P. make.

**WATER:** K.M.C. Water

**EXTERIOR:** To be finished with suitable weather proof ready mixed acrylic paint.

**EXTRA WORK-:**

Any work other than specified above would be regarded as extra work for which separate payment is required to be paid but the Developer shall provide all items which Developer required.

**IN WITNESS WHEREOF** all the Party have hereunto set and subscribed their respective hands and seals the day month and year first above written.

**SIGNED SEALED AND DELIVERED**

At Kolkata In The Presence of:-

**WITNESSES: -**

1.

2.

=====  
**SIGNATURE OF THE OWNER**  
Owner duly represented by their  
Constituted Attorney **SOURAV**  
**ROY**

=====

Signature of the PURCHASER/S

=====  
**M/S. U S T CONSTRUCTIONS**  
Represented by its Managing  
Partner and authorized signatory  
of the Firm as  
Developer/Confirming Party.

**MEMO OF CONSIDERATION**

**RECEIVED** of and from the within named **PURCHASER** a sum of **Rs.**  
\_\_\_\_\_/- (**Rupees** \_\_\_\_\_) only as **EARNEST MONEY** of  
the said **FLAT**, described in the **SCEOND SCHEDULE**, herein above written as per  
memo below :-

<b><u>Date</u></b>	<b><u>Cash/Cheque/NEFT/RTGS</u></b>	<b><u>Bank</u></b>	<b><u>Amount</u></b>

\_\_\_\_\_  
**Rupees** \_\_\_\_\_ **only.**

**Total Rs.**  
\_\_\_\_\_/-

**WITNESSES:**

1.

2.

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**M/S. U S T CONSTRUCTIONS**  
**Represented by its Managing**  
**Partner and authorized signatory**  
**of the Firm as**  
**Developer/Confirming Party**