

THIS DEED OF CONVEYANCE is made on this day of
_____Two Thousand _____ **BETWEEN GOLDMOON**
EXPORTS PRIVATE LIMITED, (having **PAN:**) a company
registered under the provision of the Companies Act, 1956, having its
registered office at 8/1, Lal Bazar Street, 3rd floor, Room No.1, P.O Lal
Bazar & P.S Lal Bazar, Kolkata-700001, duly represented by its
Constituted Attorney Holder Arsuday Evera Garden LLP, having PAN
 a limited Liability Partnership firm incorporated under the
provisions of the Limited Liability Partnership Act, 2008 and having its
registered office at 12, Ho Chi Minh Sarani, Kolkata – 700071, P.O.

– Middleton Row, P.S. – Shakespeare Sarani, represented by _____, having PAN _____, son of Late _____, by faith Hindu, by occupation – Business, by nationality Indian, residing at _____, as partner of Evera Constructions LLP, having registered office at 32, Jawaharlal Nehru Road, Om tower, 3rd Floor, Room No. 303, P.O. Middleton Row, P.S. Shakespeare Sarani, Kolkata – 700071, hereinafter called as the **OWNER** (which term or expression shall unless repugnant to the context and meaning thereof shall mean and include its successors-in-office and assigns) of the **FIRST PART**

AND

ARSUDAY EVERA GARDEN LLP, (PAN – _____), a limited Liability Partnership firm incorporated under the provisions of the Limited Liability Partnership Act, 2008 and having its registered office at 12, Ho Chi Minh Sarani, Kolkata – 700071, P.O. – Middleton Row, P.S. – Shakespeare Sarani, represented by its Partner Evera Constructions LLP, having PAN – AAGFE6523Q, having its registered office at 32, Jawaharlal Nehru Road, Om tower, 3rd Floor, Room No. 303, P.O. Middleton Row, P.S. Shakespeare Sarani, Kolkata – 700071, represented by its partner _____, having PAN _____, son of _____, hereinafter referred to as the **DEVELOPER** (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and their respective heirs, legal representatives, executors, administrators and assigns) of the **SECOND PART**

AND

Allottee/Purchaser: Mr. _____ **(PAN:_____)** son of Mr. _____, by occupation _____, Service, faith Hindu, Citizen _____, P.O. of India, residing _____, _____, Kolkata – 700 0____, of the **THIRD PART**

WHEREAS

- a) By virtue of two Deeds of Conveyance both dated 19.10.2011 registered at the office of Sub-Registrar Bolpur, and recorded in Book No. I, Volume No.23, pages: 3029- 3049 being No.07976 for the year 2011 and registered at the office of Sub-Registrar Bolpur, and recorded in Book No. I, Volume No.23, pages: 2938- 2953 being No.07970 for the year 2011 the Owner herein became absolute Owner and absolutely seized and possessed of and/or otherwise well and sufficiently entitled to in fee simple in possession of ALL THAT a land measuring area 83 decimals (i.e. 50 Cottahs 04 Chittacks 8 sq. ft.) more or less recorded in the record of B.L.& L.R.O. Bolpur as R.S. Plot No. 1453 corresponding to new L.R. Plot No. 3514, in R.S. Khatian No. 195, 1082, L.R. Khatian No. 7600, 7601, 7602, 7603, 788, 3507, 4539, 4540 4541, 455, 282 & 194, and ALL THAT piece and parcel of land measuring an area of 06.65 decimals, (i.e.4 Cottahs 20 sq. ft.) more or less comprised in R.S. Dag No.1451 corresponding to the L.R. Dag No.3506, under L.R. Khatian No. 2836, both lying situated in Mouza- Bandhgora, J.L No. 100, Sub-Division, P.S. and Additional District Sub-Registration Office- Bolpur, District Birbhum, collectively measuring 89.65 Decimal (i.e. 54 Cottahs 4 Chittacks 28 sq. ft.)more or less.
- b) After purchasing the land the Owner have mutated their name in the record of BL & LRO, Bolpur and the same is recorded as ALL THAT land measuring area 89.65 decimals (i.e. 54 Cottahs 04 Chittacks 28 sq. ft.) more or less comprised in L.R. Plot No. 3514 & 3506 under L.R. Khatian No. 9659, lying situated in Mouza- Bandhgora, J.L No. 100, Sub-Division, P.S. and Additional District Sub-Registration Office- Bolpur, District Birbhum. The Purchaser also mutated and recorded their name in Bolpur Municipality the same is as 742, Bandhgora Pally (South), under Municipal Ward No. 7(Previously) now Ward No. 16, Sub-Division & P.S. Bolpur, District – Birbhum, morefully and particularly stated in the **FIRST SCHEDULE** hereunder, hereinafter collectively called as the **“said premises”**.
- c) A plan duly sanctioned by Bolpur Municipality being sanction Plan No. BM/BP/S/021 dated 11th November, 2024, in respect to

the said premises, hereinafter referred to as the said **“building plan”**.

- d) With a view to develop the said premises as per the building plan the Owner entered into a Registered Joint Venture Agreement dated 23rd February, 2019, duly registered on 23.02.2019, at Additional Registrar of Assurances – IV, Kolkata, and the same is recorded in Book No. – I, Volume No. 1904-2019, Pages 99610 to 99649, Being No. 190402174 for the year 2019 with the Developer herein hereinafter referred to as the **“Joint Venture Agreement”**.
- e) As per the joint Venture Agreement the Owner has given a registered Power of Attorney dated 15.03.2019 being registered at the office of the Additional Registrar of Assurances- IV, Kolkata and recorded in Book No. I, CD Volume No 1904-2019, pages: 135871 to 135901, being no. 190402849 for the year 2019, the said Owner has appointed the Developer herein and/or its partners as their lawful attorney, to do act deeds and things mentioned therein.
- f) The Purchaser has since approached Developer and upon having fully satisfied himself with the right title and interest of the Owner and the Developer and also having fully satisfied with the sanctions, permissions etc and also having inspected verified and fully satisfied itself with the completion of the Project, has agreed to purchase and the Developer has agreed to sell **ALL THAT** the Row House No. 7, Type A, having 1150 Square feet Super Built Up Area Together with the proportionate undivided share or interest in the land comprised under the said Building, more fully and particularly described in the Second Schedule hereunder written and hereinafter referred to as the “said Flat/Unit” , TOGETHER with the undivided share or interest in the Common Areas facilities and amenities at the said Project, more fully and particularly described in the Sixth Schedule hereunder written as per the terms and conditions mentioned here below:

NOW THIS DEED OF CONVEYANCE WITNESSETH and it is hereby agreed and declared by and between the parties hereto as follows:-

ARTICLE -1

DEFINITIONS

The following words and expression used in this Agreement for Sale shall have the meanings as set forth below:-

1.1 **PURCHASER** shall mean and include:

1.1.1 If he/she be an individual then his/her/their respective heirs, executors, administrators and/or legal representatives;

1.1.2 If it be a Hindu Undivided Family then its present members for the time being and the person or persons who may become the member of the respective heirs, executors, administrators and legal representatives ; and

1.1.3 If it be a partnership firm then its present partner for the time being and the person or persons who may be admitted or taken in as partner of the said firm and their respective heirs, executors, administrators and legal representatives.

1.2 **ARCHITECT** unless changed by the Developer shall mean NEW ERA, having its office at 13A, Panditiya Place, Kolkata – 700 029.

1.3 **ADVOCATES** shall mean the Advocates appointed time to time by the Developer for preparation of necessary agreements and instruments for transfer of the Units and arranging for execution and registration thereof and also for making all other such documents required for any other purposes such maintenance agreement etc. relating to the common purposes.

1.4 **BUILDING** shall mean and include the building having Lower Ground floor, Upper Ground Floor and 1st to 4th floor consisting of commercial area (the Upper ground floor) and several flats/car parking spaces and other spaces in or upon the portion of the said Project.

1.5 **BUILT-UP AREA** shall mean and include the carpet area of the said building plus walls, columns, cup boards, open ducts, projection areas etc. The certificate of the Architect in this regard shall be final, conclusive and binding upon the parties.

1.6 **FLAT/UNIT** shall mean the Flat morefully described in the **Second Schedule** hereunder written.

- 1.7 **FORCE MAJEURE** shall mean and include any act of God, Riot, Arson, Flood, Tempest, Strike, Bandh, Lockout and/or for anything and any reason whatsoever which is beyond control of the Developer and/or for the promulgation of or amendment in any law, rule or regulation, any suit or proceedings in any court or any notice or notification of the Government either State or Central or other public authorities or The SDA or any other inevitable circumstances.
- 1.8 **PARTY** shall mean either the Owner, the Developer or Purchaser as the context may require and "Parties" means all the Owner, Developer and Purchaser collectively.
- 1.9 **POSSESSION DATE** shall mean the date on which the vacant and peaceful possession of the Flat/unit is handed over to the Purchaser.
- 1.10 **PROJECT** means the entire housing area consisting of Row-houses, Multistoried Building and the Bungalows to be constructed alongwith the development of infrastructure and facilities by the Developer at the said premises in phases.
- 1.11 **SPECIFICATION** means the construction specification of the Flat/unit as are mentioned in the Third **Schedule** hereunder written.
- 1.12 **TRASFER DOCUMENTS** shall mean Deed of conveyances to be made in respect of the Flat/unit.

ARTICLE -2

CONSIDERATION AND PAYMENT

- 2.1 The Developer agreed to allot the said Row House at and for a total consideration of Rs. /- (Rupees) only.
- 2.2 The Purchaser has paid till date a sum of Rs. /- (Rupees) only to the Developer as part consideration money, the receipt whereof the Developer doth hereby as well as by the memo of consideration hereunder written acknowledge.
- 2.3 The Balance consideration money i.e. Rs. /- (Rupees) only shall be paid by the Purchaser as per the payment schedule mentioned in the **Fourth Schedule** hereunder written.

- 2.4 The Purchaser hereby agrees to pay to the Developer all amounts payable by him under these presents as and when the same shall become due and payable. The Purchaser shall pay to the Developer all amounts as and when the Developer give notice to the Purchaser demanding payments in respect of the Third and Fourth Schedules herein and the Purchaser shall pay such amount within 7 (seven) days from the date of such demand notice and the time in this respect shall be deemed to be the essence of this contract.

ARTICLE – 3

EXTRA DEVELOPMENT CHARGES:

- 3.1 Over and above the said consideration mentioned herein above the Purchaser shall pay to the Developer on or before the date of taking delivery of possession of the said Flat/unit the Extra Development Charges in respect of maintenance charges, electric meter deposit, generator, legal charges, etc. more fully mentioned in the **Fifth Schedule** herein.

ARTICLE – 4

ALLOTMENT

- 4.1 The Developer hereby agrees to sell and the Purchaser hereby agrees to Purchase **ALL THAT** the Row House No. 7, Type A, Super Built Up Area 1150 Square feet, Together with the proportionate undivided share or interest in the land comprised under the said Building, more fully and particularly described in the Second Schedule hereunder written and hereinafter referred to as the “said Row House”, TOGETHER with the undivided share or interest in the Common Areas facilities and amenities at the said Project, more fully and particularly described in the Sixth Schedule hereunder written.
- 4.2 The Allotment by the Developer to the Purchaser is and shall continue to remain subject to the Purchaser compliance of the provisions mentioned herein.
- 4.3 The Purchaser has to pay the regular installments or any other extras, if payable, within 15 days from the date of issuance of the demand letter. In case of default, the Purchaser shall have to pay an interest at the rate of 18% per annum from the date of such

default till the date of payment, however, such delay should not be more than two (2) months. In case of delay in payment of any installment more than two (2) months, the Developer will have the option to cancel the agreement for sale and deduct 5% of the price/consideration money of the said Flat on account of liquidated damages and refund the balance amount within 90 days without any interest. No Purchaser shall delay or withhold any payment on the ground of any dispute. The schedule of payment as stipulated in the Third Schedule is final and binding on the Purchaser.

- 4.4 The Purchaser shall not be entitled to transfer his/her/their allotment of the said Unit to any person or persons before delivery of possession of the said Unit by the Developer upon having made full payment of all sums under this agreement. However, if the Purchaser intend and desire to transfer the said Unit before taking over possession of the said Flat/unit, the Purchaser can transfer the said Unit only after written consent from the Developer and payment of transfer charges being 10% of the total consideration money to the Developer. The Purchaser also shall have to clear all the dues against the payment of the consideration money till that date.
- 4.5 The Purchaser shall not be entitled to let, sublet, mortgage, charge or in any way encumber or deal with the said Unit or assign, under let or part with any interest under this agreement or any part thereof until all the dues of whatsoever or howsoever nature owing to the Developer or payable in pursuance to this agreement for sale has been fully paid by the Purchaser to the Developer. However if the Purchaser intends to obtain any Home Loan, the Purchaser shall first obtain written consent of the Developer.
- 4.6 If the Purchaser intends and/or desires to cancel booking of the said Unit at any time but before delivery of possession of the said Unit and gives a notice for cancellation, this Agreement for sale of Unit shall be treated as cancelled and Developer shall deduct 5% of the total consideration payable under these presents as cancellation charges and shall refund the balance received amount only upon selling the said Unit to any other intending purchaser.

ARTICLE – 5

POSSESSION

- 5.1 Upon receipt of Letter of Handing Over from the Developer, the Purchaser shall pay to the Developer all amounts payable on account of installment due (if any), interest, other charges and/or all the Extra Development charges mentioned in the Fourth Schedule of this agreement within a period of 30 days from the date of issue of the Letter of Handing Over.
- 5.2 Until payment of entire consideration and all sums of money payable under this agreement by the Purchaser to the Developer, the Developer shall be entitled to continue with the possession of the said Flat/Unit and the Purchaser shall not be entitled to demand possession of the said Flat/unit from the Developer.
- 5.3 The Purchaser after payment of the entire consideration and all sums of money payable under this agreement and before taking the delivery of the possession shall inspect and get satisfied him/her self about the construction of all items of work as per the specification mentioned in the Fifth Schedule hereto and upon handing over the possession of the said Flat/Unit by the Developer, the Developer shall not be responsible and/or liable for any defect in any item of works or the materials used or to the construction of the said Flat/Unit or for any account whatsoever.
- 5.4 After receiving possession of the said unit, the Purchaser shall not:
- 5.4.1 Construct any additional construction; if any alteration is required it shall not be carried out only after obtaining permission from Bolpur Municipality.
- 5.4.2 Make any change in the elevation or outer façade of the building / Unit.
- 5.4.3 Encroach on any common areas facilities or amenities of the Project.

ARTICLE – 6

MANAGEMENT, MAINTENANCE AND COMMON ENJOYMENT:

- 6.1 The Developer shall themselves or through any Facility management company (hereinafter referred to as the FMC) to be appointed by the Developer to do the management and maintenance of the project (i.e. the building/buildings, common areas, common amenities and facilities at the said premises). The Developer shall formulate the Rules and Regulations for such management and maintenance of the project. The Purchaser

including with all the other Co-Purchasers shall be abide by Rules and Regulations.

- 6.2 The Purchaser undertakes to sign all agreements, declarations or undertakings at the time of taking over the possession of the said Flat/Unit or later on in regard to the management, maintenance and common enjoyment of the common areas, common amenities and facilities, The Purchaser further undertakes to follow such rules and regulations and also to pay such maintenance charges finalized regularly without any delay as and when the same is due and payable.
- 6.3 After completion of the project and upon formation of the Association of the purchasers the Developer will hand over the said management and control to the Association who shall thereafter hold the same in trust for the Purchasers. It is the option of the Association to continue the management and maintenance of the project with the FMC or to do the same through their own resources. All purchasers shall compulsorily become members of the Association. The Developer shall be deemed to be a member of the Association in respect of the Units held by it or remaining unsold Units.
- 6.4 In the event any purchaser fails or neglects to pay the Maintenance Charges, the Service Charges or any other amount or defaults to pay any rates or taxes due and payable and such default continues for more than three months, the Association will have the first charge and/or lien over the proceeds (received by the disposing off) for the purpose of realization and/or recovery of arrears together with interest accrued thereon.

ARTICLE – 7

DOCUMENTATION

- 7.1 The draft of the execution of the Transfer Documents and/or other agreements or documents shall be prepared by the Developer through their Advocate and no change on such draft of Transfer Documents and/or other agreements or documents shall be accepted by the Developer.
- 7.2 The Purchaser has to deposit the Stamp Duty, Registration fees payable for registration of the document including with the incidental legal expenses to be incurred for registration to the Developer before execution of the execution of the Transfer document.

- 7.3 Over and above the above deposit the Purchaser shall have to pay the documentation charges/Legal charges as mentioned in the Fifth Schedule.
- 7.4 In the event any of the Purchaser die(s) without nomination, then the heirs of the Purchaser shall have to obtain appropriate legal documents from court and only thereupon the Transfer Documents will be executed and registered by the Developer in favour of such legal representative/ executor.

ARTICLE – 8

GENERAL

- 8.1 The Purchaser has inspected and satisfied himself/herself about the title of the Developer in respect to the said Flat and the said Project, building plan and all other papers and documents and have also inspected and verified the same. The Purchaser has also agreed not to question and/or put any objection and/or requisition as to the right, title and interest of the Owner or the Developer in the said premises.
- 8.2 The Purchaser shall pay the **GOODS AND SERVICES TAXES** as applicable along with the payment of all the installments of the consideration money as and when it is payable.
- 8.3 Any indulgence given or shown by the Developer in enforcing the terms and conditions or any forbearance or giving of time shall not be construed as a waiver on the part of the Developer for breach of any or non-compliance of any of the terms, conditions and covenants of this agreement by the Purchaser nor shall the same in any manner prejudice the rights of the Developer.
- 8.4 In addition to the aforesaid consideration, deposit, maintenance charges and extra development charges, the Purchaser has also agreed to pay to the Developer various amounts towards other charges, such as, charges for providing any additional work related to the said Flat/Unit at the request of the purchaser and for providing any additional facilities and utilities in respect thereof. The Purchaser shall pay all betterment fees/taxes and other levies imposed by the Government or any other authorities related to the said premises and/or said Flat/Unit proportionate to his/her/its interest therein and those relating only to the said Flat/Unit shall be born solely and conclusively by the Purchaser.
- 8.5 In the event of the Owner/Developer being liable or being made liable to pay any amount on account of GST, Service Tax, Commercial tax for construction and/or transfer of the said

Flat/Unit in favour of the Purchaser herein, then in that event the Purchaser shall be liable to make payment of the amount which may become payable on account of GST, Sales Tax, Service Tax, Commercial tax and the Purchaser agrees to make payment of the same upon demand being made by the Developer and the Purchaser agrees to keep the Developer and its officers indemnified against all actions, suits, proceedings, costs, charges and expenses in respect thereof.

- 8.6 The Purchaser hereby acknowledges that under the sanction plan has been revalidated by issuance of a fresh sanction plan whereunder the remaining row houses and bungalows shall be constructed and completed by the Developer. The Purchaser acknowledges that the Project shall comprise of all the constructed areas at the said Project and common areas, facilities and amenities shall remain common to all users of the constructed areas.
- 8.7 The Purchaser is aware that the Club being constructed at the said Project shall be a commercial Club wherein the Developer shall be entitled to induct members from outside the Project at a fixed membership fee and run the same as a Commercial Club. The Purchaser and any transferee of the Purchaser shall however have free membership to the Club.
- 8.8 That Purchaser shall comply with all the legal requirements as required for the purchase of immovable property, viz the said Unit as and when applicable. The Purchaser has specifically agreed with the Developer that the allotment of the said Unit shall be subject to strict compliance of code of conduct and rules that may be determined by the Developer for the allotment, occupation and use of the said Unit and such other conditions as per the applicable laws and further the Purchaser do hereby confirm and agree to abide by all the rules and regulations of the Maintenance Association as would be formed later on amongst all Purchaser. The Purchaser shall abide by all the laws of the land, local laws, rules, notifications etc., at all times, as may be applicable on the said Unit and shall be solely responsible for the consequences of non-compliance of the rules and laws of the land and penalty imposed in case of the breach of the same, shall be borne by the Purchaser alone.
- 8.9 The Purchaser confirms that all Amenities, common pathway, driveway, access roads, recreational ground area and all such areas which are for common use and enjoyment of all the occupants, purchasers and users of the said Project shall be jointly used and maintained by all purchasers of units in the said

Project. The Purchaser waives his rights to raise any objection in this regard.

- 8.10 The unutilized / residual FAR (including future incremental or enhancement due to change in law or otherwise) in respect of the said land shall always be available to and shall always be for the benefit of the Developer and the Developer shall have the right to deal or use the FAR as it may deem fit, without any objection or interference from the Purchaser or the Maintenance Association. In the event of any additional FAR in respect of the said Project Land or any part thereof being increased as a result of the any favourable relaxation of the relevant building regulations or increase in incentive FAR or otherwise, at any time, hereafter, the Developer alone shall be entitled to the ownership and benefit of the all such additional FAR for the purpose of the development and / or construction of structures on the said Project Land as may be permissible under applicable law.
- 8.11 The Purchaser acknowledged that the Developer is the best judge of the finishing of the common areas, facilities and amenities and therefore further acknowledge and agree that the Developer shall be entitled to decide the final design, colour combination, finishing, aesthetics and other such materials for the common areas of the Project and the Purchaser shall have no say in the same. Any changes in the aesthetics, looks and finishing material which may be different from the proposed look shall not be objected to by the Purchaser.
- 8.12 The Purchaser along with other Purchasers in the said Project shall join to form and register an organisation or society or association or condominium or a limited company as determined by the Developer (hereinafter referred to as the said "Association") to be known by such name as the Developer may decide. For the said purpose, the Purchasers(s) shall sign and execute the application for registration and/or membership and other papers and documents necessary for the formation and registration of such Association and for becoming a member, including the bye-laws of the proposed Association. The Purchaser (s) shall duly fill in, sign and return to the Developer within seven days of the same being forwarded by the Developer to the Purchaser, so as to enable the Developer to register the Association of Purchaser. No objection shall be taken by the Purchaser with respect to the same. Changes or modifications, if any, are to be made in the draft bye-laws, or the Memorandum and/or Articles of Association, as may be required by the concerned Authority. The Developer shall not be liable for any claims or penalties for delay

in forming the Association, on account of any delay of the unit owners in complying with the above.

- 8.13 The Developer may become a member of the Association to the extent of all unsold and/or un-allotted units, areas and spaces in the said Project
- 8.14 The Developer proposes to maintain the Amenities and upkeep the said Project, until the formation of the Association, as per the terms of this Agreement. With this view in mind, the Developer may appoint a Maintenance Agency (without any reference to the Purchaser and other owners, users, occupants etc. of the Project) for the maintenance and up-keep of the same., Even after formation of the Association, such Maintenance Agency may continue to be appointed for maintenance and up-keep on such terms and conditions as the Developer may deem fit, and the Purchaser hereby gives their unequivocal consent for the same.
- 8.15 The Developer and/ or the Maintenance Agency shall make provisions for payment of CAM Charges as outgoings to the Association for the purposes of maintenance of the Building and Amenities of the Project.
- 8.16 The Purchaser hereby agrees and confirms that from the Possession Date, the Purchaser shall be liable to bear and pay the proportionate share towards the outgoings in respect of the said Building in which the said Unit is located (namely local taxes, betterment charges or such other levies by the concerned local authority and/or government water charges, insurance, common lights, repairs and salaries of clerks bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance) until handover of the maintenance to the Association, irrespective of whether the Purchaser is in occupation of the said Unit or not and construction activity is continuing in adjacent tower/ buildings and infrastructure, facilities and amenities are not fully completed. The Purchaser shall continue to pay all such outgoings as imposed by the competent authorities and / or concerned local authorities and proportionate charges to the Developer, as may be demanded, from time to time.
- 8.17 In case of failure of the Purchaser to pay the CAM Charges or other charges on or before the due date, the Purchaser in addition to permitting the Developer and/or Maintenance Agency to deny him the maintenance services, facilities, amenities etc. also authorizes the Developer and/or Maintenance Agency to adjust the Deposit against such defaults.

- 8.18 If due to such adjustments in the principal amount, the CAM Charges falls below a certain amount, as informed by the Developer and/or Maintenance Agency, then the Purchaser hereby undertake/s to make good the resultant shortfall within fifteen (15) days of demand by the Developer and/or Maintenance Agency. Further, the Developer and/or Maintenance Agency reserves the right to increase CAM Charges and/or deposits pursuant to the same, from time to time in keeping with the increase in the cost of maintenance services and the Purchaser agrees to pay such increases within fifteen (15) days of demand by the Developer and/or Maintenance Agency.
- 8.19 Upon the said Association being formed and registered, the rights, benefits and interests of the Purchaser shall be governed and regulated by the bye-laws, rules and regulations thereof, but expressly subject to the terms, conditions, covenants, stipulations and provisions of this Agreement.
- 8.20 It is in the interest of Purchaser to help the Maintenance Agency in effectively keeping the said Flat, and Project secured in all ways. The Purchaser hereby agree/s that for the purpose of security, the Maintenance Agency shall be free to restrict the entry of visitors, which the security appointed by the Maintenance Agency, feel suspicious. The Purchaser hereby agrees to abide by all the rules and regulations framed by the Maintenance Agency as may be framed by the Maintenance Agency from time to time for the upkeep and maintenance of the Project and the Building.
- 8.21 **Maintenance of the said Building/ Unit/ Project**
- (i) The Purchaser hereby agrees and confirms that until handover of the maintenance of the project to the Association is completed, the Purchaser shall continue to pay all the CAM Charges and all outgoings as imposed by the competent authorities and / or concerned local authorities and proportionate charges to the Developer, as may be demanded, from time to time. Subject to timely payment of CAM Charges and taxes, the Developer shall provide and maintain essential services in the Project till the taking over of the maintenance of the Project by the Organisation upon the issuance of the completion certificate of the Project.
 - (ii) The Purchaser further acknowledges that the Developer shall be entitled to but not obliged to continue to Maintain the Society beyond a period of 6 months from the CAM

Commencement Date and any delay in formation of the Association shall not be ground for compelling the Developer to continue with the maintenance activity of the Project.

- (iii) The Purchaser agree and acknowledge that any dispute relating to finishing work of the Project or any grievances relating to the completion of the Project shall not be a ground to avoid or delay the handover of maintenance.
- (iv) The Developer shall not be bound to make over the maintenance and other deposits being held by the Developer until the maintenance is taken over by the Association.

8.22 Defect Liability

- (i) Additionally, the Developer shall not be liable in case of the following :
 - 1) Structural defects caused or attributable to the Purchaser including by carrying out structural or architectural changes from the original design attributes, demolition, dismantling, making openings, removing or re-sizing the original structural framework, putting excess or heavy loads or using the premises other than for its intended purpose
 - 2) Structural defects caused by accidental breaking of fire or any kind of explosion of gas cylinder etc.
 - 3) Structural defects induced anyhow by failure of waterproofing system(s) of the premises or the building.
 - 4) Structural defects induced by Force Majeure situations, such as war, flood, act of God, explosions of any kind by terrorist etc.
 - 5) Structural defects occurring in the Unit or unit that has undergone civil renovations.
 - 6) Failure to upkeep and maintain the Unit and the Project as a whole which includes timely renovation / changes etc.
- (ii) In the event of any damage due to wear and tear of whatsoever nature is caused to thereto (save and except the defects as mentioned hereinabove) after the Possession Date, the Developer shall not be responsible for the cost of re-instating and/or repairing such damage caused by the Purchaser and the Purchaser alone shall be liable to rectify and reinstate the same at its own costs and expenses.

ARTICLE - 9

NOTICES

- 9.1 All notices and/or communications shall be sent by registered/speed post/courier/e mail and shall be deemed to be served on the address on the expiry of the fourth day from the date of dispatch. These will be sent to the Purchaser at the addresses recorded with the Developer for the time being. In case of the company, it will be at the Registered Office or any other places to be informed in writing by the Developer from time to time.

ARTICLE – 10

ARBITRATION

- 10.1 In case of any dispute or differences arising by and between the parties hereto relating to this Agreement for sale, the same shall be adjudicated by reference to the arbitration of a sole Arbitrator to be nominated by the Developer and the award of the Arbitrator shall be final conclusive and binding on the parties. Besides the power and provision provided in the Arbitration & Conciliation Act, 1996 and the modification and/or enactment thereunder for time to time being in forces the said Arbitrator shall also have summary powers and shall be entitled to proceed summarily.

ARTICLE – 11

APPLICABLE LAW AND JURISDICTION

- 11.1 This agreement for sale shall be construed and the legal relations between the parties hereto shall be determined and governed according to the laws of India.
- 11.2 Only the courts having territorial jurisdiction over the premises shall have jurisdiction in all matters relating to or arising out of this STC.

THE FIRST SCHEDULE ABOVE REFERRED TO

(Project Land)

ALL THAT land measuring area 89.65 decimals (i.e. 54 Cottahs 04 Chittacks 28 sq.ft.) more or less comprised in L.R. Plot No. 3514 & 3506 under L.R. Khatian No. 9659, lying situated in Mouza- Bandhgora, J.L No. 100, Sub-Division, P.S. and Additional District Sub-Registration Office- Bolpur, District Birbhum. The Purchaser also mutated and recorded their name in Bolpur Municipality the same is as 742, Bandhgora Pally (South), under Municipal Ward No. 7(Previously) now Ward No. 16, Sub-Division & P.S. Bolpur, District – Birbhum.

THE SECOND SCHEDULE ABOVE REFERRED TO
(ROW HOUSE)

ALL THAT the Row House No. 7, Type A, having Super Built Up Area 1150 Square feet, Together with the proportionate undivided share or interest in the land comprised under the said Building, TOGETHER with the undivided share or interest in the Common Areas facilities and amenities at the said Project, more fully and particularly described in the Sixth Schedule herein after.

THE THIRD SCHEDULE ABOVE REFERRED TO
(Specification of the Unit)

Struture	: R.C.C. frame structure with Brick work and Plaster.
Flooring	: Virified tiles in bedrooms and drawing rooms and Kitchen. Ceramic tiled flooring in bathrooms. Ceramic tiled DADO (up to 7 ft) in bathrooms. Granite Counter with steel sink and ceramic tiled DADO (up to 2 ft) in kitchen.
Doors	: Flush Doors with reputed brand hardware fitting.
Windows	: Aluminium sliding window with Glass panel and M.S. Grills.
Internal Finish	: Plaster of Paris
External Finish	: Skilled & quality architecture based on texture paints.
Sanitary ware	: Basins and water closet of reputed brands, such as Parryware/Cera.
Sanitary Fittings	: All C.P. Fittings from reputed brand.

Electrical :Concealed copper wiring with Modular switches, safety equipment such as circuit breakers and distribution board of reputed brand.

**THE FOURTH SCHEDULE ABOVE REFERRED TO
(PAYMENT SCHEDULE OF CONSIDERATION MONEY)**

a) On or before this Agreement	10%	Rs.	/-
b) On or before Possession	90%	Rs.	/-
TOTAL :-		Rs. /-	

(RUPEES)

NOTE: All the aforementioned installments shall be paid along with the Goods and Services Tax (GST), if applicable at that point of time. No Payment shall be accepted without GST.

**THE FIFTH SCHEDULE ABOVE REFERRED TO
(EXTRA DEVELOPMENT CHARGES)**

Extra Development Charges (E.D.C.) in respect of the said Flat/Unit is a one time common expenses to be paid by the Purchaser before taking delivery of the possession of the said Flat/Unit and such Extra Development Charges includes the following:-

1. Maintenance Charges for a period of 6 (six) months at the Rate of Rs.1.50/- (Rupees One and fifty paise Only) Per Square Feet Per Month on the Super Built Up Area of the said Flat/Unit (i.e. Rs.9/- Per Square Feet for a period of six months).
2. Rs.20/- per sq. ft. towards installation of Supply Line from concerned Electricity Authority.
3. Deposit to be made at the Concerned Electricity Authority for the purpose of Electric Meter for the said Flat/Unit, as per bill raised by the Concerned Electricity Authority plus Rs.5000/- as incidental charges.

4. Rs.15/- per sq. ft. towards installation of generator for 24 hours standby supply to the common and essential services.
5. Rs.20,000/- (Rupees Twenty five Thousand) only towards the fees and/or legal charges of the Advocates for preparation of this Agreement and the sale deed to be executed in pursuance hereof, which shall be payable on the deemed date for possession or the date of execution of the Deed of Conveyance in respect of the said Flat/Unit, whichever be earlier.

**THE SIXTH SCHEDULE ABOVE REFERRED TO
(COMMON AREAS FACILITIES & AMENITIES)**

1. The land under the building where the Flat is situated.
2. Stair case, landings, corridors and lift.
3. Overhead water tanks and distribution pipes to different flats.
4. Electrical wiring from ground floor to the units respectively and switches.
5. Water and sewerage evacuation pipes from the units to drains, sewer common to the said building.
6. Main gate in respect of the said property/project and all areas or parts of the building and common roads, inside the project, required for ingress and egress to and from the respective units including the stair case.
7. Main structure and meter space shall remain common amongst the unit owners/ occupiers of the said building.
8. Pump, Generator for common areas, Transformer with common electrical installations.
9. Lift well, Lift shaft and Lift Machine room.

THE SEVENTH SCHEDULE ABOVE REFERRED TO

(COMMON EXPENSES)

1. MAINTENANCE : All costs for maintaining, operating, replacing, repairing, white washing, painting, decorating, re-decorating, re-building, re-constructing, lighting and renovating the common areas including the exterior or interior (but not inside any Unit) walls of the new Building.

2. OPERATIONAL : All expenses for running and operating all machinery, equipment and installments comprised in the common areas including pumps and other common installations including their license fees, taxes and other levies (if any) and the lights of the common areas.
3. STAFF : The salaries of and all other expenses on the staff to be employed for the common purposes, viz. manager, clerks, security personnel, liftmen, sweepers, plumbers, electricians, etc. including their perquisites, bonus and other employment and benefits.
4. INSURANCE : All expenses for insuring the new Building and/or the common areas, inter-alia, against earthquake, fire, mob violence, damages, civil commotion etc.
5. FIRE FIGHTING : Costs of installing and operating the fire fighting equipments and personnel, if any.
6. COMMON UTILITIES : All charges and deposits for supplies of common utilities to the Co-owners in common.
7. ELECTRICITY : All charges for the electricity energy consumed for the operation of the common machinery and equipment.
8. LITIGATION: All litigations expenses incurred for the common purposes and relating to common use and enjoyment of the common areas.
9. RATES AND TAXES : Municipal tax, multistoried building tax, water tax and other levies in respect of the land and the new building save those separately assessed on the Purchaser.
10. RESERVES : Creation of fund for replacement renovation and other periodic expenses.

THE EIGHTH SCHEDULE ABOVE REFERRED TO

(COMMON EASEMENT)

1. The clear and un-interruptional right of access in common with the Developer and/or other occupiers of the said building at all

times and for all purposes connected with the use and enjoyment of the staircase, lift, electrical installations, landings, lobbies, main gate of the buildings and premises, the passage leading to the building and staircase.

2. The right of way in common as aforesaid at all times and for all purposes connected with the reasonable use and enjoyment of the said flat/unit over and along the drive-way and pathway comprised in the said building.
3. The right of protection of the said flat/unit by or from all parts of the building so far they now protect the same.
4. The right of passage in common as aforesaid, electricity and soil from and to the said flat/unit through pipes, drains, wires, and conduits or being in under through or over the said building and premises so far as may be reasonable and necessary for the beneficial occupation of the said flat/unit for all purposes whatsoever.
5. The right with or without workmen and necessary materials to enter from time to time upon the other common parts of the said building and premises for the purpose of repairing so far as may be necessary for the purpose of rebuilding, repairing, repainting or cleaning any parts of the said flats/units in so far as such repairing or cleaning as aforesaid cannot be reasonably carried out without such entry.
6. The right to use all the common areas, common amenities and facilities of the said premises.

THE NINETH SCHEDULE ABOVE REFERRED TO

(COMMON RESTRICTIONS)

1. The Purchaser or himself/themselves with intention to bring all persons into whosoever hands the Unit may come, hereby covenants with the Developer and thereafter to the Organisation as follows :-

- (i) Not to store in the Unit any goods which are of hazardous, combustible or dangerous in nature or are so heavy as to damage the construction or structure of the building in which the Unit is situated and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the building in which the Unit is situated, including entrances of the said Building and in case any damage is caused to the building in which the Unit is situated or the Unit on account of negligence or default of the Allottee in this behalf, the Allottee shall be liable for the consequences of the breach.
- (ii) To carry out at his own cost all internal repairs to the said Unit and maintain the Unit in the same condition, state and order in which it was delivered by the Developer to the Purchaser and shall not do or suffer to be done anything in or to the building in which the Unit is situated or the Unit which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Purchaser committing any act in contravention of the above provision, the Purchaser shall be responsible and liable for the consequences thereof including to the concerned local authority and/or other public authority.
- (iii) Not to do or permit to be done any act or thing which may render void or voidable any insurance of Unit, Project, or any part thereof or whereby any increased premium shall become payable in respect of the insurance.
- (iv) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Unit in the compound or any portion of the Project and the Building.
- (v) The Purchaser shall not use the said Unit in the manner, so as to cause blockade or hindrance to common passages, verandah or terraces. No common parts of the said Building will be used by the Purchaser for keeping / chaining pets / animals, dogs, birds or no storage of cycles, motorcycles, waste / refuse, nor the common passages shall be blocked in any manner. The Purchaser shall be responsible for the care, health, safety, security, well-being etc. of their pets (if any) and are forbidden to leave them in the common areas of the Building and the Project.
- (vi) The Purchaser shall plan and distribute its electrical load in conformity with the electrical systems installed by the Developer. The Purchaser shall sign and execute all other

documents, agreements, etc. for the purpose of obtaining electricity, power back-up facility, etc. as and when required by the Developer.

- (vii) That it is agreed and accepted by the Purchaser that upon creation / incorporation of the said Association, the common equipments pertaining to power back-up, etc. shall be transferred in favour of the said Association and that unless agreed the Developer / Maintenance Agency shall thereafter be in no manner held responsible or liable for maintenance, upkeep, refurbishing or replacement of the same, as the liability of the Developer is limited to installation of the said equipment only for the first time.
- (viii) The Purchaser agree/s not to fix or install air conditioners or heaters in the said Unit, save and except at the places which have been specified in the said Unit for the installation nor in any way disturb the external façade of the said Unit.
- (ix) Pay to the Developer within fifteen days of demand by the Developer, his share of security deposit demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the building in which the Unit is situated.
- (x) To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the Unit by the Purchaser for any purposes other than for purpose for which it is sold.
- (xi) The Purchaser shall not let, sub-let, transfer, assign or part with the interest or benefit of this Agreement or part with the possession of the Unit until all the dues payable by the Purchaser to the Developer under this Agreement are fully paid up and conveyance deed has been registered in favour of the Purchaser.
- (xii) The Purchaser shall observe and perform all the rules and regulations which the Association may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the Units therein and for the observance and performance of the building rules, regulations and bye-laws for the time being of the concerned local authority and of Government and other public bodies.

The Purchaser shall also observe and perform all the stipulations and conditions laid down by the Organisation regarding the occupancy and use of the Unit in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.

- (xiii) The Purchaser shall permit the Developer and/or the Maintenance Agency and/or the Association and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said Unit or Building or any part thereof to view and examine the state and condition thereof.
- (xiv) Notwithstanding any arrangement between the Purchaser and Bank/Financial Institution, if any amount, including but not limited to cess, levies, fees, deposits, outgoing and maintenance charges, property taxes, value added tax, service tax, local body tax, works contract tax etc., remains un-paid/outstanding at any stage then in that event the right of the Banks/Financial Institution shall remain subservient to the rights of the Developer and the Developer shall have the first charge on the said Unit and/or the Premises for the un-paid/outstanding amount including interest thereon.
- (xv) The Purchaser agrees and undertakes that the Developer shall not be responsible in any manner whatsoever in case of any attachment or other proceedings that may be made or taken in respect of the Unit by the concerned authorities due to non-payment by the Purchaser or any other unit holder or owner of their respective proportion of the taxes / outgoings payable to the concerned authorities on account of default in making such payments.
- (xvi) The Purchaser hereby agrees and undertakes that he/she/they shall maintain and up-keep the said Unit, Building and the Project, so that Amenities may be well maintained.
- (xvii) The Purchaser are aware that tiles and natural stone are susceptible to staining and variations in shade and shall not make the Developer be held liable in any manner whatsoever, for the same.
- (xviii) The Purchaser undertake/s to timely sign and execute all applications, papers, documents, undertakings, Sale Deed, Maintenance Agreement, any other agreement/s and all

other relevant papers within such period as notified by the Developer in writing, after paying registration fee/ charges, stamp duty and other charges/ expenses (as may be applicable). In case, the Purchaser fails or neglects execute and/ or register (if may be applicable) applications, papers, documents, undertakings, Sale Deed, Maintenance Agreement, any other agreement/s and all other relevant papers within the date notified, physical possession of the said Unit to Purchaser may be withheld by the Developer and penalty if any shall be payable under the relevant laws for delay in such completion. The Developer shall have the right to cancel the allotment/this Agreement in case the Purchaser fail/s to have the Agreement and/ or Sale Deed Registered within sixty (60) days from the date notified to the Purchaser.

2. Un-sold and un-allotted units and areas:

- (i) It is agreed and understood between the Developer and the Purchaser that after the formation of the Association, the Developer shall be absolutely entitled to hold and shall have absolute authority and control as regards the unsold apartments, premises, units, un-earmarked areas etc. and in the said Project.
- (ii) All unsold and/or un-allotted units, areas and spaces in the Building and Project, including without limitation, parking spaces and other spaces in the basement and anywhere else in the Building and Project shall always belong to and remain the property of the Developer at all times and the Developer shall continue to remain in overall possession of such unsold and/or un-allotted units and shall be entitled to enter upon the Building and Project to enable it to complete any unfinished construction work and to provide amenities and facilities as the Developer may deem necessary.
- (iii) The Developer shall continue to have a right to hold, let, sub-let, dispose of and/or otherwise deal with in any manner whatsoever the remaining unsold / unallotted flats / premises in such manner as they think fit and the sale proceeds thereof shall belong absolutely to the Developer and the purchaser/s and Purchaser of such unsold / unallotted flats / premises shall be accepted as member of the Association. Such purchaser/s and Purchaser (including the Developer) of such unsold / unallotted flats / premises in case of such purchase, shall not be required to pay any transfer fees, charges, premium and/or donation

and/or compensation and/or cost in any form whatsoever to the proposed Association.

3. Branding

- (i) It is agreed by the Purchaser that the name of the Project is **“ARSUDAY EVERA GARDEN”**.
- (ii) The Purchaser acknowledges, agrees and undertakes that the name of the Project shall not be renamed and/or changed and the same shall always be known by its name given by the Developer.

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

by the **PARTIES** at Kolkata
in the presence of :

OWNER

DEVELOPER

PURCHASER

MEMO OF CONSIDERATION

Received a sum of Rs. /- (Rupees
) only from the undermentioned purchaser as part consideration
money against the said Flat/unit as per details below.

Mode of Payment	Date	Bank Name & Branch	Favoring To	Amount (Rs.)
			Total (Rs.)	

(Rupees).

Witness:

1.

2.

Developer