

AGREEMENT FOR SALE

THIS AGREEMENT is made on this                      day of                      Two Thousand and Twenty Five (2025)  
A.D.

BETWEEN

M/S. NIRMAL COMPLEX PRIVATE LIMITED, a Private Limited Company incorporated under the provisions of Companies Act, 1956, having its registered office at 6C, Elgin Road, 4<sup>th</sup> floor, Kolkata: 700020, herein after referred to as the "VENDOR" (which expression shall unless otherwise excluded by or repugnant

Nirmal Complex Pvt. Ltd.

 29/12/25  
Director / Authorized Signatory

to the subject or context shall be deemed to mean and include its successors or successors-in-office and/or assigns etc.) of the **FIRST PART.**

**AND**

(1) **M/S. DYNASTY VANIJYA PRIVATE LIMITED**, a Private Limited Company incorporated under the provisions of Companies Act, 1956 having its Registered Office at 6C, Elgin Road, Oriental House, Kolkata – 700020, (2) **M/S. RITURAJ COMPLEX PRIVATE LIMITED**, a Private Limited Company incorporated under the provisions of Companies Act, 1956 having its Registered Office at 6C, Elgin Road, Oriental House, Kolkata – 700020 and (3) **M/S. OLIVER ENCLAVE PRIVATE LIMITED**, a Private Limited Company incorporated under the provisions of Companies Act, 1956 having its Registered Office at 6C, Elgin Road, Oriental House, Kolkata – 700020 hereinafter collectively referred to as the **“CONFIRMING PARTIES”** (which expression shall unless otherwise excluded by or repugnant to the subject or context shall be deemed to mean and include its and each of their respective successors or successors-in-office and/or assigns etc.) of the **SECOND PART.**

**AND**

MR. ----- son of Mr. ----- by faith- Hindu, bearing PAN: -----presently residing at -----, under P. S. -----, hereinafter referred to as the **“PURCHASER”** (which expression unless excluded by or repugnant to the subject or context shall be deemed to mean and include his/her heirs, successors, executors and/or assigns etc.) of the **THIRD PART.**

**RECITALS**

Nirmal Complex Pvt. Ltd.

29/12/25

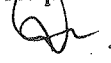
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**WHEREAS** one 1) SMT SWATI CHOWDHURY wife of Shri Baldeb Chowdhury, 2) SHRI AHINDRA CHOWDHURY son of Shri Baldeb Chowdhury, and 3) SHRI ARNAB CHOWDHURY son of Shri Baldeb Chowdhury were jointly seized and possessed of and otherwise well or sufficiently entitled to ALL THAT PIECE AND PARCEL of land admeasuring about 02 Kattahs 08 Chittaks of land appertaining to R.S. Dag No- 90 under R.S Khatian no- 103 (presently under Khanda Khatian no. 147/1) and 104, J. L. 25, Touzi 56, R. S. 3 within ward no. 109, under P. S. Purba Jadavpur ( Formerly Tollygunge and Kasba), Borough - XII in Mouza- Nayabad, within the Kolkata Municipal Corporatoion (added area) within the limits of 24 Paraganas(South) by way of purchase from one SHRI MIHIR KUMAR KUNDU, son of Sri Jagdish Kumar Kundu which was registered in the office of the D.S.R.-III at Alipore and duly recorded in Book No- I, Volume No- 85, Pages- 240 to 247, Being no- 3204, for the Year 2000.

**AND WHEREAS** while the 1) SMT SWATI CHOWDHURY wife of Shri Baldeb Chowdhury, 2) SHRI AHINDRA CHOWDHURY son of Shri Baldeb Chowdhury, and 3) SHRI ARNAB CHOWDHURY son of Shri Baldeb Chowdhury was enjoying their right, title, interest and possession in respect of land measuring more or less 02 Kattahs 08 Chittaks of land appertaining to R.S. Dag No- 90 under R.S Khatian no- 103 (presently under Khanda Khatian no. 147/1) and 104, J. L. 25, Touzi 56, Borough - XII, R. S. 3 within ward no. 109, in Mouza- Nayabad, under P. S. Purba Jadavpur ( Formerly Tollygunge and Kasba), within the Kolkata Municipal Corporatoion (added area) within the limits of 24 Paraganas(South) sold, conveyed and transferred the entire land to 1) M/S. NIRMAL COMPLEX PRIVATE LIMITED, 2) M/S. DYNASTY VANIJYA PRIVATE LIMITED, 3) M/S. RITURAJ COMPLEX PRIVATE LIMITED AND 4) M/S. OLIVER ENCLAVE PRIVATE LIMITED by way of 'Deed of Conveyance' which was registered in the office of the A.R.A-I, Kolkata on 21/02/2007 and duly recorded in Book No- I, Volume No- 1, pages in written- 1 to 14, Being no- 04615 and for the Year 2007.

**WHEREAS** one SHRI SHIBA PROSAD SHEE son of Late Debendra Nath Shee was seized and possessed of and otherwise well or sufficiently entitled to ALL THAT PIECE AND PARCEL of land admeasuring about 04 Kattahs of land appertaining to R.S Khatian no. 103 (presently under Khanda Khatian No. 147/1) and 104, being part of R.S. Dag No- 90, J. L. 25, Touzi 56, R.S. No. 3, within ward no. 109, Borough - XII in Mouza- Nayabad within the Kolkata Municipal Corporatoion (added area) within the limits of 24 Paraganas(South) by way of purchase from one SHRI TIMIR KUMAR KUNDU and SHRI SAMIR KUMAR KUNDU, both sons of Sri Jagdish Chandra Kundu which was registered in the office of the Sub Registrar at Alipore and duly recorded in Book No- I, Volume No- 107, Pages- 303 to 318, Being no- 4569 for the Year 2002.

Nirmal Complex Pvt. Ltd.

 29/12/25  
Director / Authorized Signatory

**AND WHEREAS** while the SHRI SHIBA PROSAD SHEE son of Late Debendra Nath Shee was enjoying his right, title, interest and possession in respect of land measuring more or less 04 Kattahs of land appertaining to R.S Khatian no. 103 (presently under Khanda Khatian No. 147/1) and 104, being part of R.S. Dag No- 90, J. L. 25, Touzi 56, R.S. No. 3, within ward no. 109, Borough - XII in Mouza- Nayabad within the Kolkata Municipal Corporatoion (added area) within the limits of 24 Paraganas(South) sold, conveyed and transferred the entire land to 1) M/S. NIRMAL COMPLEX PRIVATE LIMITED, 2) M/S. DYNASTY VANIJYA PRIVATE LIMITED, 3) M/S. RITURAJ COMPLEX PRIVATE LIMITED AND 4) M/S. OLIVER ENCLAVE PRIVATE LIMITED by way of 'Deed of Conveyance' which was registered in the office of the A.R.A-I, Kolkata on 21/02/2007 and duly recorded in Book No- I, Volume No- I, pages in written- 1 to 12, Being no- 04616 and for the Year 2007.

**WHEREAS** one SMT. SWAPNA MONDAL wife of Shri Monotosh Mondal was seized and possessed of and otherwise well or sufficiently entitled to ALL THAT PIECE AND PARCEL of land admeasuring about 04 Kattahs 08 Chittaks of land appertaining to R.S Khatian no. 103 (presently under Khanda Khatian No. 147/1) and 104, being part of R.S. Dag No- 90, J. L. 25, Touzi 56, R.S. No. 3, within ward no. 109, Borough - XII in Mouza- Nayabad within the Kolkata Municipal Corporatoion (added area) within the limits of 24 Paraganas(South) by way of purchase from one SHRI TIMIR KUMAR KUNDU, son of Late Jagdish Chandra Kundu which was registered in the office of the Sub Registrar at Alipore and duly recorded in Book No- I, Volume No- 8, Pages- 261 to 311, Being no- 01495 for the Year 2003.

**AND WHEREAS** while the SMT. SWAPNA MONDAL wife of Shri Monotosh Mondal was enjoying her right, title, interest and possession in respect of land measuring more or less 04 Kattahs 08 Chittaks of land appertaining to R.S Khatian no. 103 (presently under Khanda Khatian No. 147/1) and 104, being part of R.S. Dag No- 90, J. L. 25, Touzi 56, R.S. No. 3, within ward no. 109, Borough - XII in Mouza- Nayabad within the Kolkata Municipal Corporatoion (added area) within the limits of 24 Paraganas(South), sold, conveyed and transferred the entire land to 1) M/S. NIRMAL COMPLEX PRIVATE LIMITED, 2) M/S. DYNASTY VANIJYA PRIVATE LIMITED, 3) M/S. RITURAJ COMPLEX PRIVATE LIMITED AND 4) M/S. OLIVER ENCLAVE PRIVATE LIMITED by way of 'Deed of Conveyance' which was registered in the office of the A.R.A-I, Kolkata on 21/02/2007 and duly recorded in Book No- I, Volume No- I, pages in written- 1 to 12, Being no- 04617 and for the Year 2007.

**WHEREAS** one SMT. ANITA SAHA wife of Dr. Asish Kumar Saha was seized and possessed of and otherwise well or sufficiently entitled to ALL THAT PIECE AND PARCEL of land admeasuring about 02

Nirmal Complex Pvt. Ltd.

Director / Authorized Signatory

29/12/25

Kattahs 08 Chittaks of land appertaining to R.S Khatian no. 103 (presently under Khanda Khatian No. 147/1) and 104, being part of R.S. Dag No- 90, J. L. 25, Touzi 56, R.S. No. 3, within ward no. 109, Borough - XII in Mouza- Nayabad within the Kolkata Municipal Corporatoion (added area) within the limits of 24 Paraganas(South) by way of purchase from one SHRI MIHIR KUMAR KUNDU, son of Late Jagdish Chandra Kundu which was registered in the office of the Sub Registrar at Alipore and which was duly recorded in Book No- 1, Volume No- 85, Pages- 248 to 253, Being no- 3205 for the Year 2000.

**AND WHEREAS** while the SMT. ANITA SAHA wife of Dr. Asish Kumar Saha was enjoying her right, title, interest and possession in respect of land measuring more or less 02 Kattahs 08 Chittaks of land appertaining to R.S Khatian no. 103 (presently under Khanda Khatian No. 147/1) and 104, being part of R.S. Dag No- 90, J. L. 25, Touzi 56, R.S. No. 3, within ward no. 109, Borough - XII in Mouza- Nayabad within the Kolkata Municipal Corporatoion (added area) within the limits of 24 Paraganas(South) sold, conveyed and transferred the entire land to 1) M/S. NIRMAL COMPLEX PRIVATE LIMITED, 2) M/S. DYNASTY VANIJYA PRIVATE LIMITED, 3) M/S. RITURAJ COMPLEX PRIVATE LIMITED AND 4) M/S. OLIVER ENCLAVE PRIVATE LIMITED by way of 'Deed of Conveyance' which was registered in the office of the A.R.A-I, Kolkata on 26/02/2007 and duly recorded in Book No- 1, Volume No- 1, pages in written- 1 to 13, Being no- 4673 and for the Year 2007.

**WHEREAS** one SMT. SHARI BALA MONDAL wife of Late Bhishma Mondal was seized and possessed of and otherwise well or sufficiently entitled to ALL THAT PIECE AND PARCEL of land admeasuring about 01 Kattah of land appertaining to R.S Khatian no. 103 (presently under Khanda Khatian No. 147/1) and 104, being part of R.S. Dag No- 90, J. L. 25, Touzi 56, R.S. No. 3, within ward no. 109, Borough - XII in Mouza- Nayabad within the Kolkata Municipal Corporatoion (added area) within the limits of 24 Paraganas(South) by way of purchase from one SHRI SAMIR KUMAR KUNDU, son of Jagdish Chandra Kundu which was registered in the office of the D.S.R.-III at Alipore and which was duly recorded in Book No- 1, Volume No- 8, Pages- 241 to 260, Being no- 1494 for the Year 2003.

**AND WHEREAS** while the SMT. SHARI BALA MONDAL wife of Late Bhishma Mondal was enjoying her right, title, interest and possession in respect of land measuring more or less 01 Kattah of land appertaining to R.S Khatian no. 103 (presently under Khanda Khatian No. 147/1) and 104, being part of R.S. Dag No- 90, J. L. 25, Touzi 56, R.S. No. 3, within ward no. 109, Borough - XII in Mouza- Nayabad within the Kolkata Municipal Corporatoion (added area) within the limits of 24 Paraganas(South) , sold, conveyed and transferred the entire land to 1) M/S. NIRMAL COMPLEX PRIVATE LIMITED, 2) M/S. DYNASTY VANIJYA PRIVATE

Nirmal Complex Pvt. Ltd.

Director / Authorized Signatory

LIMITED, 3) M/S. RITURAJ COMPLEX PRIVATE LIMITED AND 4) M/S. OLIVER ENCLAVE PRIVATE LIMITED by way of 'Deed of Conveyance' which was registered in the office of the A.R.A-I, Kolkata on 16/04/2007 and duly recorded in Book No- I, Volume No- 1, pages in written- 1 to 11, Being no- 05680 and for the Year 2007.

**WHEREAS** one SMT. SARASWATI MONDAL wife of Shri Sundar Mondal was seized and possessed of and otherwise well or sufficiently entitled to ALL THAT PIECE AND PARCEL of land admeasuring about 08 Chittaks of land appertaining to R.S Khatian no. 103 (presently under Khanda Khatian No. 147/1) and 104, being part of R.S. Dag No- 90, J. L. 25, Touzi 56, R.S. No. 3, within ward no. 109, Borough - XII in Mouza- Nayabad within the Kolkata Municipal Corporatoion (added area) within the limits of 24 Paraganas(South), by way of purchase from one SHRI SAMIR KUMAR KUNDU, son of Sri Jagdish Prasad Kundu which was registered in the office of the D.S.R.-III at Alipore and duly recorded in Book No- I, Volume No- 8, Pages- 307 to 312, Being no- 1496 for the Year 2003.

**AND WHEREAS** while the SMT. SARASWATI MONDAL wife of Shri Sundar Mondal was enjoying her right, title, interest and possession in respect of land measuring more or less 08 Chittaks of land appertaining to R.S Khatian no. 103 (presently under Khanda Khatian No. 147/1) and 104, being part of R.S. Dag No- 90, J. L. 25, Touzi 56, R.S. No. 3, within ward no. 109, Borough - XII in Mouza- Nayabad within the Kolkata Municipal Corporatoion (added area) within the limits of 24 Paraganas(South) . sold, conveyed and transferred the entire land to 1) M/S. NIRMAL COMPLEX PRIVATE LIMITED, 2) M/S. DYNASTY VANIJYA PRIVATE LIMITED, 3) M/S. RITURAJ COMPLEX PRIVATE LIMITED AND 4) M/S. OLIVER ENCLAVE PRIVATE LIMITED by way of 'Deed of Conveyance' which was registered in the office of the A.R.A-I, Kolkata on 16/04/2007 and duly recorded in Book No- I, Volume No- 1, pages in written- 1 to 11, Being no- 05681 and for the Year 2007.

**WHEREAS** one SHRI SANDIP SARKAR, son of Late Nishikanta Sarkar was seized and possessed of and otherwise well or sufficiently entitled to ALL THAT PIECE AND PARCEL of land admeasuring about 02 Kattahs 09 Chittaks 05 Square feet of land appertaining to R.S Khatian no. 103 (presently under Khanda Khatian No. 147/1) and 104, being part of R.S. Dag No- 90, J. L. 25, Touzi 56, R.S. No. 3, within ward no. 109, Borough - XII in Mouza- Nayabad within the Kolkata Municipal Corporatoion (added area) within the limits of 24 Paraganas(South) by way of purchase from one SMT. ARUNA KUNDU, wife of Jagdish Chandra Kundu which was registered in the office of the S.R at Alipore and which was duly recorded in Book No- I, Volume No- 10, Pages- 7545 to 7560, Being no- 4695 for the Year 2005.

Nirmal Complex Pvt. Ltd,

Director / Authorized Signatory

29/12/25

**AND WHEREAS** while the SHRI SANDIP SARKAR, son of Late Nishikanta Sarkar was enjoying his right, title, interest and possession in respect of land measuring more or less 02 Kattahs 09 Chittaks 05 Square feet of land appertaining to R.S Khatian no. 103 (presently under Khanda Khatian No. 147/1) and 104, being part of R.S. Dag No- 90, J. L. 25, Touzi 56, R.S. No. 3, within ward no. 109, Borough - XII in Mouza- Nayabad within the Kolkata Municipal Corporatoion (added area) within the limits of 24 Paraganas(South), sold, conveyed and transferred the entire land to 1) M/S. NIRMAL COMPLEX PRIVATE LIMITED, 2) M/S. DYNASTY VANIJYA PRIVATE LIMITED, 3) M/S. RITURAJ COMPLEX PRIVATE LIMITED AND 4) M/S. OLIVER ENCLAVE PRIVATE LIMITED by way of 'Deed of Conveyance' which was registered in the office of the A.R.A-I, Kolkata on 19/02/2007 and duly recorded in Book No- I, Volume No- 1, pages in written- 1 to 13, Being no- 04618 and for the Year 2007.

**AND WHEREAS** while the said 1) M/S. NIRMAL COMPLEX PRIVATE LIMITED, 2) M/S. DYNASTY VANIJYA PRIVATE LIMITED, 3) M/S. RITURAJ COMPLEX PRIVATE LIMITED AND 4) M/S. OLIVER ENCLAVE PRIVATE LIMITED have been enjoying the right, title, interest and possession in respect of the 17 Kattahs 09 Chittaks 05 Square Feet of landed property comprising in R.S Khatian no. 103 (presently under Khanda Khatian No. 147/1) and 104, R.S. Dag No- 90, J. L. 25, Touzi 56, R.S. No. 3, within ward no. 109, Borough - XII in Mouza- Nayabad within the Kolkata Municipal Corporatoion (added area) within the limits of 24 Paraganas(South) by virtue of abovementioned 07 (seven) nos. deed of conveyances.

**AND WHEREAS** the said (1) M/S NIRMAL COMPLEX PVT LTD, (2) M/S DYNASTY VANIJYA PVT LTD AND (3) M/S RITURAJ COMPLEX PVT LTD AND (4) M/S. OLIVER ENCLAVE PVT LTD for the convenience of enjoyment made an amicable partition by way of a 'DEED OF PARTITION' which was registered in the office of the A.R.A.- I, Kolkata on 12/02/2008 and which was duly recorded in Book No- I, Being no- 2010, for the Year 2008 amongst themselves in respect of the said 17 Kattahs 09 Chittaks 05 Square Feet of land and agreed to have, 6 Kattahs 11 Chittaks 05 Square feet in favour of M/S. DYNASTY VANIJYA PVT. LTD., 5 Kattahs 14 Chittaks in favour of M/S. NIRMAL COMPLEX PVT. LTD. and 05 Kattahs jointly in favour of M/S. RITURAJ COMPLEX PVT. LTD AND M/S. OLIVER ENCLAVE PVT. LTD. of land, be the same a little more or less to the exclusive of others demarcated by embankment of each plot and since then each of them had been possessing their separated and demarcated land.

**AND WHEREAS** thus M/S NIRMAL COMPLEX PVT LTD, became the owner of land measuring more or less 5 Kattahs 14 Chittaks by way of DEED OF PARTITION mentioned hereinabove and it has mutated in

Nirmal Complex Pvt. Ltd.

Director / Authorized Signatory

29/12/20

name before the authority of Kolkata Municipal Corporation vide Assessee no. 31-109-08-5991-6 and has been paying its taxes regularly in respect of Premises no. 2950, Nayabad, Kolkata- 700 094.

AND WHEREAS thus M/S DYNASTY VANIJYA PVT LTD became the owner of land measuring more or less 6 Kattahs 11 Chittaks 05 Square feet by way of DEED OF PARTITION mentioned hereinabove and it has mutated its name before the authority of Kolkata Municipal Corporation vide Assessee no. 31-109-08-5987-4 and has been paying its taxes regularly in respect of Premises no. 2946, Nayabad, Kolkata- 700 094.

AND WHEREAS thus M/S RITURAJ COMPLEX PVT LTD and M/S. OLIVER ENCLAVE PVT LTD jointly became the owner of land measuring more or less 05 Kattahs by way of DEED OF PARTITION mentioned hereinabove and they have mutated their names before the authority of Kolkata Municipal Corporation vide Assessee no. 31-109-08-5982-5 and it had been paying its taxes regularly in respect of Premises no. 2941, Nayabad, Kolkata- 700 094.

AND WHEREAS apart from the present vendor, the said two confirming parties i.e. (1) "M/S DYNASTY VANIJYA PVT LTD" have one plot in the same complex altogether more or less 6 Kattahs 11 Chittaks by virtue of partition deed AND (2) "M/S. RITURAJ COMPLEX PVT LTD and M/S. OLIVER ENCLAVE PVT LTD" jointly have one plot in the same complex altogether more or less 05 Kattahs by virtue of DEED OF PARTITION mentioned hereinabove.

AND WHEREAS the said respective pieces or parcel of land are contiguous and adjacent to each other and each of the parties for the sake of convenience agreed to erect around all the said plots of land a boundary wall and to form all the said pieces of land into a Complex.

AND WHEREAS said Vendor has decided to build and construct on its Plot mentioned herein above, a building containing self contained residential apartments and other areas with the intention to sell and transfer the same to the intending purchasers.

AND WHEREAS each of the said Confirming Parties has also decided to construct on the respective plots belonging to each of them a separate building containing independent self contained residential flats and other areas with the intention to sell and transfer the same to the intending purchasers.

Nirmal Complex Pvt. Ltd.

Director / Authorized Signatory

29/12/25



**AND WHEREAS** for the sake of convenience of use and enjoyment of the said respective building to be built by the respective vendor and respective Confirming Parties the said Vendor and the said Confirming Parties have agreed to provide passages to be used in common by the Occupiers / Owners of the respective flats of the respective buildings and also to provide common conveniences for ingress and egress from the respective building through the areas of common passages agreed to be provided by the said vendor and confirming parties IT BEING EXPRESSLY UNDERSTOOD that save the provisions for ingress and egress to the said respective building through the areas of common passages as aforesaid and for the common conveniences for the flat holdings of each building built by the said Vendor and each of the Confirming Parties at the respective plot the rights of the respective flat holdings of the respective building will remain confined to the amenities and common portions and installations of the respective building without any objection or claim of the others.

**AND WHEREAS** each of the said respective Confirming Parties has also obtained respective building plan duly sanctioned and each of them have also decided to construct building on the respective plot of land owned by the respective Confirming Parties with the intention to sell and transfer the same to the intending purchasers and to deal with the respective building respective flats of the respective building without any objection claim disputes by the others save that the respective flat holders of the respective building to be constructed by the said Confirming Parties also would be given the rights and benefits to use in common the passage and paths agreed to be provided by the Vendor and the Confirming Parties for the convenience of enjoyment and use and benefits of the flat holders of the respective building.

**AND WHEREAS** the Purchaser has considered the sanction plan of the said building and is desirous of acquiring on ownership basis all that flat/unit as morefully and particularly mentioned and described in SCHEDULE --B' hereunder written being constructed by the said Vendor on the land of the said Plot mentioned herein above together with proportionate indivisible undivided share in the land below the said building together with the proportionate undivided indivisible share in common parts of the said building attributable to the area of the said flat morefully mentioned in the SCHEDULE --B' hereunder written under construction on the land of the said plot at the price and on the terms and conditions hereinafter stated.

**AND WHEREAS** the said Vendor and the Confirming Parties have jointly agreed to sell flats available to the respective purchaser /holder of the respective buildings to be constructed by the said vendor and also each of the said Confirming Parties. The rights of access to and from the respective flats of the respective

Nirmal Complex Pvt. Ltd.

Director / Authorized Signatory

29/12/25

buildings to be respectively purchased by the respective purchasers including the above named purchaser from through and alone the pathways and passages provided in lay out on the ground floor of the said Complex for better enjoyment facilities and use and convenience of ingress and egress from the main public Municipal Road up to the places of the respective buildings in the said complex.

**AND WHEREAS** by a Deed of Mutual Arrangement dated 01.03.2010 made between the Vendor & the Confirming Parties on certain terms and conditions where in they agreed with regard to construction of the Building at the said premises and for convenience and to effectuate and implement the construction of the Building Complex at the said premises in a better and more expedient manner, the other Vendors agreed to vest power upon the M/S NIRMAL COMPLEX PVT. LTD. Vendor herein in respect of certain additional responsibilities more fully mentioned therein.

**AND WHEREAS** the said Vendor has undertaken the construction of the building on the plot of land owned by the said Vendors particulars of which are described in SCHEDULE -- 'A' hereunder written and hereinafter called the said land and has obtained a building plan duly sanctioned from Kolkata Municipal Corporation bearing Sanction No. 711/XII/ 09-10 Dated 11.01.2010.

**AND WHEREAS** the Vendor has caused the said Building Permit which has already been sanctioned for construction of a building at the said premises by the Kolkata Municipal Corporation.

The Purchaser being desirous of owning ALL THAT the Unit No. 4B in the Block No- II more fully and particularly mentioned and described in SCHEDULE -- 'B' hereunder written approached the Vendors to sell and transfer the same to the Purchaser to which the Vendors have agreed at or for the consideration and on the terms and conditions hereinafter stated.

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

#### **A. DEFINITIONS AND INTERPRETATIONS**

##### **Definitions**

In the Agreement, (i) capitalised terms defined by inclusion in quotations and/or parenthesis have the meanings so ascribed; and (ii) the following terms shall have the following meanings assigned to them herein below:

- i. "ACT" means the Real Estate (Regulation and Development) Act, 2016, as amended

Nirmal Complex Pvt. Ltd,

29/12/25  
Director / Authorized Signatory

- and/or substituted;
- ii. "APARTMENT" shall have the meaning ascribed to it in Recital;
  - iii. "APARTMENT ACQUIRERS" shall mean persons who acquire apartments in the Project;
  - iv. "APPLICABLE INTEREST RATE" shall mean the rate of interest prescribed under the Act from time to time;
  - v. "APPLICABLE LAW" shall mean all applicable laws, by-laws, rules, regulations, orders, ordinances, notifications, protocols, codes, guidelines, policies, notices, directions, judgments, decrees or other requirements or official directive of any Governmental Authority or person acting under the authority of any Governmental Authority and/ or of any statutory authority in India, whether in effect on the date of this Agreement or thereafter;
  - vi. "APPLICATION MONEY" shall mean the money given by the Allotee to the Promoter at the time of making application for the flat.
  - vii. APPROVALS shall mean and include all licenses, permits, approvals, sanctions, consents obtained or to be obtained and/or granted by the competent authorities in connection with the said Housing Project.
  - viii. ARCHITECT shall mean M/s. MOZAIC, of P-543, Raja Basanta Roy Road, Kolkata-700029, or any other firm or architects appointed by the Promoter.
  - ix. ASSOCIATION shall mean the Association of Flat owners which may be formed by the Promoter in accordance with the provisions of the West Bengal Apartment Ownership Act 1972 of such association of owners as may be formed by the Promoter for taking control of the common parts and portions and for rendition of common services.
  - x. ADVOCATES shall mean Mr. Sanjay Kumar Jain, Advocate of 9, Old China Bazar Street, Kolkata - 700 001 appointed by the Promoter, inter alia, for preparation of this agreement and the sale deed for transfer of the said flat/unit.
  - xi. "BOOKING AMOUNT" shall mean 10% of the Total Consideration of the Apartment which includes the Application Money;
  - xii. "BUILDING" shall have the meaning ascribed to it in Recital hereunder,
  - xiii. "BUILDING COMMON AREAS" shall mean with respect to the Tower, the areas, facilities and amenities specified in Schedule [E] which are to be used and enjoyed in common

Nirmal Complex Pvt. Ltd.

29/12/25  
Director / Authorized Signatory

with all the other Apartment Acquirers of the Units in the Building; and

- xiv. **CAM CHARGES** shall mean the proportionate share of common area maintenance charges to be paid by the Allottees inter alia for the maintenance of the Unit/Building/Property, costs of insurances and supervisory expenses but shall not include property taxes payable in respect of the various units but will include property taxes payable for the common parts and portions.
- xv. **"CARPET AREA"** shall mean the net usable floor area of the Unit it including the area covered by the internal partition walls of the Unit but shall exclude the area covered by external walls, areas under service shafts, exclusive balcony/verandah/open terrace area;
- xvi. **"CANCELLATION CHARGES"** shall mean collectively (i) the Booking Amount; (ii) all interest liabilities of the Allottees accrued till date of cancellation; and (iii) brokerage paid to real estate agent/channel partner/broker, if any (iv) the stipulated charges on account of dishonour of cheque; (v) administrative charges as per Promoter's policy and (vi) amount of stamp duty and registration charges to be paid/paid on deed of Cancellation of this Agreement.
- xvii. **BUILDING PREMISES** shall mean the new building(s) to be constructed at the said Premises and to be commonly known as **"EDEN FLORA-II"** or such other name as the Promoter in its absolute discretion may deem fit and proper.
- xviii. **COMMON PARTS PORTIONS AREAS AND AMENITIES** shall mean the common areas and amenities as are available to and/or in respect of the Unit/Building/Project as the case may be (more fully and particularly mentioned and described in the Schedule – 'C' hereunder written) for the common use and enjoyment of all the Allottees/occupiers of the Project;
- xix. **"COMMON EXPENSES"** shall include the proportionate share of common expenses briefly described and without limitation in Schedule [F] herein to be paid borne and contributed by the Allottees for rendition of common services;
- xx. **"COMMON RULES"** shall mean the rules and regulations specified in Schedule [G] to be observed by the Apartment Acquirers for the common, peaceful, effective and harmonious use and enjoyment of the Project;
- xxi. **COMMON SERVICE/MAINTENANCE** shall mean those services which are to be rendered by the Promoter and upon formation by the Committee/Association and/or by FMC after appointment of the FMC as the case may be subject to the Allottee making payment of

Nirmal Complex Pvt. Ltd.

Director / Authorized Signatory

29/12/25

proportionate share of such maintenance charges.

xxii. **"LAND"** shall have the same meaning as ascribed in Schedule - A of this Agreement;

xxiii. **COMMENCEMENT DATE** shall mean the date of execution of this Agreement.

xxiv. **DATE OF COMMENCEMENT OF LIABILITY** shall mean the date of the completion of the project and/or from the date of the notice of possession to the Allottee of the said Flat/Unit after fulfilling his/her/their liabilities and obligations or the date of expiry of the period specified in the notice in writing by the Promoter to the Allottee to take possession of the said Flat/Unit irrespective of whether the Allottee takes actual physical possession of the said unit or not, whichever be earlier.

xxv. **DATE OF OFFER OF POSSESSION (for fit outs)** shall mean the date on which the Promoter shall endeavor to make available to the Allottees the Unit for fit outs subject to the receipt of the total consideration and all other advances and deposits payable under this agreement. This shall be the date of which the notice for readiness of the Unit for fit outs is issued by the Promoter plus fifteen days.

xxvi. **DATE OF OFFER OF POSSESSION** shall mean the date on which the completion/ occupancy certificate is issued (or deemed to be issued as per the relevant provisions of legislation) by Kolkata Municipal Corporation and/or the authorities concerned;

xxvii. **FLATS/UNITS** shall mean independent and self-contained flats/units and/or other constructed spaces built and constructed or intended to be built and constructed by the Promoter at the said Premises capable of being exclusively held or occupied by a person and/or persons at the said Premises.

xxviii. **HOUSE RULES/USER** shall mean the rules and regulations regarding the use/holding of the said Flat/Unit as hereinafter stated.

xxix. **LICENCES** shall mean and include all licenses consents approvals and/or sanctions which have to be obtained and granted by the concerned authorities for undertaking the said housing project.

xxx. **NEW BUILDING/s** shall mean the New Building and/or buildings to be constructed by the Promoter at the said Property in accordance with the said Plan and to comprise of various self-contained Units apartments constructed spaces and car parking spaces capable of being held and/or enjoyed independently of each other on ownership basis.

Nirmal Complex Pvt. Ltd.

29/12/25  
Director / Authorized Signatory

- xxxii. **COMPLETION CERTIFICATE** shall mean the Completion Certificate to be granted by Kolkata Municipal Corporation and/or any other authority certifying completion of the new building and permitting the Flat owner to take possession of the Apartment intended to be acquired by the Allottee
- xxxiii. **PLAN** shall mean the Building Plan sanctioned by the authorities concerned bearing **Building Plan no. 711/XII/ 09-10 Dated 11.01.2010** and shall include all modifications or variations as may be made by the Developer from time to time with prior sanction from the authorities concerned if required.
- xxxiv. **PROMOTER/ DEVELOPER** shall mean the said '**Nirmal Complex private Limited**' and shall mean and include its successor and/or successors in office/interest and assigns.
- xxxv. **PREMISES** shall mean ALL THAT the said PROPERTY (more fully and particularly mentioned and described in the SCHEDULE - A hereunder written).
- xxxvi. **ALLOTTEE** shall be deemed to mean and include :-
- In case the Allottee be an individual or a group of persons, then his/her/their respective heirs legal representatives, executors, administrators and assigns.
  - In case the Allottee be a Hindu Undivided family, then its Karta, coparceners or other members for the time being of the said HUF and their respective heirs, legal representatives executors and administrators.
  - In case the Allottee be a partnership firm, then the partners for the time being, of the said Partnership Business or such other person and/or persons who may be taken in and/or admitted as partner and/or partners of the said Partnership Firm or such other person and/or persons who may carry on the business of the partnership Firm and their respective heirs, legal representatives, executors, administrators and assigns.
  - In case the Allottee be a company, then its successors or successors-in-interest.
  - In case the Allottee be Trust, shall include the Trustee and/or Trustees for the time being of the said Trust and their respective heirs, legal representative executors administrators and assign.
- xxxvii. **PROPORTIONATE OR PROPORTIONATELY** shall mean the built up area of any Unit to bear to the built up area of all the Flats/Units in the said building provided that where it refers to the share of the Allottees or any co-owner in the rates and/or taxes amongst the common

Nirmal Complex Pvt. Ltd.

29/12/25  
Director / Authorized Signatory

expenses then such share of the whole shall be determined on the basis on which such rates and/or taxes are being respectively levied (i.e. in case the basis of any levy be on area rental income consideration or user then the same shall be determined on the basis of the area rental income consideration or user of the said Unit).

xxxvii. **POSSESSION** shall mean the date on which possession is made over by the Promoter to the Allottee after completion certificate is obtained.

xxxviii. **READY TO MOVE IN** for the purpose of this Para 'ready to move in possession' shall mean that the flat/unit shall be in habitable condition which is complete in all respects including the provision of all specifications, amenities and facilities as agreed between the parties, and for which occupation certificate and completion certificate, as the case may be has been issued by the competent authority;

xxxix. **SAID UNIT AND THE PROPERTIES APPURTENANT THERETO** shall mean ALL THAT the Flat/Unit No. '\_\_\_\_\_' on the \_\_\_\_\_ (\_\_\_\_\_) Floor forming part of the said Housing Project (more fully and particularly mentioned and described in the SCHEDULE - A hereunder written with fittings and fixtures to be provided therein by the Promoter together with Allottee proportionate undivided share in common areas and installations as also in the land comprised in the said premises attributable to the said unit and further wherever the context so permits shall include the right of parking one or more motor car/s in the car parking space, if so specifically and expressly mentioned and described in the SCHEDULE - A hereunder written).

xl. **SAID SHARE IN THE SAID PREMISES** shall mean proportionate undivided indivisible impartible share in the land comprised in the said premises attributable to the said unit agreed to be purchased hereunder by the Allottee and to be determined by the Promoter in its absolute discretion.

xli. **SERVICE INSTALLATIONS** shall mean sewers, drains, channels, pipes, water courses, gutters, main wires cables, conduits, tanks, and soakways and any other apparatus for the supply of water electricity or telephone or for the disposal of foul or surface water.

xlii. **SINKING FUND/RESERVE FUND** shall mean the fund to be paid and/or contributed by each of the unit owners including the Allottee herein towards maintenance fund which shall be held by the Promoter and after the said new building is completed and possession is made over

Nirmal Complex Pvt. Ltd.

 29/12/25  
Director / Authorized Signatory

and upon formation of the Association, the said amount shall be transferred by the Promoter to such Association.

- xlili. **SERVICE/MAINTENANCE CHARGES** shall mean the service/maintenance charges for the common areas installations facilities and/or amenities as may be incurred by the Promoter and/or the Association incorporated for the said purposes including providing service, making such provision or incurring expenses in respect of future provision of service as the Promoter and/or the Association either in its absolute discretion may deem proper. The proportionate amount agreed to be paid by the Allottee on account of the service and maintenance charges shall be determined by the Promoter and/or the Association in their absolute discretion.
- xliv. **TERRACE** shall mean an open terrace attached to a particular flat/unit and to form an integral part of such flat without any right of any other flat owners.
- xlvi. **TOTAL PRICE** shall mean the total price as hereinafter appearing agreed to be paid by the Allottee to the Promoter in terms of this agreement.
- xlvi. **"EXCLUSIVE BALCONY/VERANDAH/OPEN TERRACE AREA"** or **"EBVT Area"** shall mean the floor area of the balcony or verandah or open terrace as the case may be, which is appurtenant to the net usable floor area of Unit, meant for the exclusive use of the Allottees.
- xlvi. **"EXTRAS & DEPOSITS"** shall mean the costs and deposits specified hereunder to be paid by the Allottees to the Promoter in the manner hereinafter provided;
- xlvi. **"FORCE MAJEURE"** shall have the meaning ascribed to it in the Act;
- xlvi. **"MAINTENANCE CHARGES"** shall comprise of the Common Expenses and such other charges incurred for the welfare and maintenance of the Project;
- i. **"MUTUAL EASEMENTS AND RESERVED MATTERS"** shall mean the easements and rights specified in Ninth Schedule herein and reserved to the Promoter and/or the Association;
- ii. **"NET AREA"** shall mean sum of the carpet area of the Unit and EBVT area.
- iii. **"PAYMENT PLAN"** shall mean the schedule of payment prescribed in Schedule -C hereunder
- liii. **"RULES"** means the West Bengal Housing Industry Regulation Rules, 2018 made under the Real Estate (Regulation and Development) Rules, 2017, as amended and/or substituted;

Nirmal Complex Pvt. Ltd.

Director / Authorized Signatory

29/12/25



- liv. "REGULATIONS" means the Regulations made under the Real Estate (Regulation and Development) Rules, 2017, as amended and/or substituted;
- lv. "SECTION" means a section of the Act; and
- lvi. "UNIT" shall mean each unit of occupancy in the Project, being a Flat and the expression "units" shall be construed accordingly.

#### Interpretation

- i. Reference to a person includes a reference to a corporation, firm, association or other entity and vice versa.
- ii. Words in singular shall include the plural and vice versa.
- iii. Reference to a gender includes a reference to all other genders.
- iv. A reference to any legislation, enactment, statutory provision or to any provision of any legislation shall be a reference to it as it may have been, or may from time to time be, amended, modified, consolidated or re-enacted;
- v. Any reference to an Article, Recital, Clause, Annexure or Schedule shall be deemed to be a reference to an article, recital, clause, annexure or schedule of this Agreement;
- vi. The headings used herein are inserted only as a matter of convenience and for ease of reference and shall not affect the construction or interpretation of this Agreement; and
- vii. Words and expressions not defined herein but defined in the Act, shall have their meanings ascribed in the Act.

#### 1. TERMS:

Subject to the terms and conditions as detailed in this Agreement, the Owner / Developer agrees to sell to the Allottee and the Allottee hereby agrees to acquire the Apartment as specified Schedule – 'B' hereunder.

The TOTAL CONSIDERATION of Apartment is RS. \_\_\_\_\_/- (RUPEES  
 \_\_\_\_\_ ONLY) ("TOTAL CONSIDERATION OF  
 APARTMENT").

Nirmal Complex Pvt. Ltd.

*(Signature)* 29/12/23

Director / Authorized Signatory

Apartment/ Flat/ Unit No. — _____	Rate of Apartment per Square Feet of Carpet Area :
Floor - _____ Floor	Rs. _____
Carpet Area of the Flat : _____ Sq. ft.	
EBVT Area : _____ Sq. ft.	
Cost of Apartment	Rs. _____/-
Cost of exclusive balcony or verandah areas	Not Applicable/No separate charges
Cost of Covered Car Park	Not Applicable/No separate charges
Consideration for the Apartment	Rs. _____/-
GST	Rs. _____/-

The Total Extras and deposits in respect of Apartment is Rs. \_\_\_\_\_/- (RUPEES  
 \_\_\_\_\_ ONLY) ("Total Extras and Deposits").

Extras and Deposits:	
<b>Advance Maintenance Charges-</b> This amount is payable towards advance against maintenance charges for the said Apartment	RS. _____/-
<b>Sinking Fund</b> —Interest free Sinking Fund amount is payable as funds for future repairs replacement, improvements and developments in the said Project. This amount shall be and/or may be adjusted against any arrears in maintenance charges and/or applicable taxes, if any, and the balance amount shall be transferred to the Association.	RS. _____/-
<b>HT Line &amp;Electricity Charges-</b> This amount is payable for the said Apartment as reimbursement	AS PER ACTUAL

Nirmal Complex Pvt. Ltd.

Director / Authorized Signatory

29/12/25

of all costs, incidentals, charges and expenses to be incurred by the Owner / Developer in making arrangements with CESC/WBSEDCL and/or any other electricity supply agency for providing and installing transformer and/or High Tension Line at the said Project. Provided the Allottee shall pay the Deposit to directly CESC/WBSEDCL on account of Individual Meter.	
<b>Legal and Documentation Charges</b>	Rs. 15,000/- at the time of execution of this 'Agreement for sale' and Rs. 15,000/- at the time of execution of the Deed of Conveyance. Cheque to be issued in the name of Advocate, Mr. Sanjay Kumar Jain.
<b>Diesel Generator Power Backup- Generator charges for limited back up</b>	RS. _____/-
<b>Association Formation Charges</b>	RS. 7,500.00
<b>Flat Mutation, Apportionment &amp; Assessment In The Name of The Buyer</b>	RS. _____/-
<b>Total Extras and Deposits (in Rupees)</b>	Rs. _____/-

However, the Total GST does not include the GST payable on the extras and deposit computed on actual. The Allottee undertakes and confirms to pay GST on the extras and deposits payable on extras and deposit as and when such amount is ascertained and duly intimated by the Owner / Developer.

*Explanation:*

- i. The Total Consideration of Apartment above includes the booking amount paid by the

Nirmal Complex Pvt. Ltd.

29/12/25  
Director / Authorized Signatory

Allottee to the Owner / Developer towards the [Apartment]:

The showing of any amount towards parking in the stamp duty assessment slip, if any, is and shall only be to ensure compliance of the requirements of online assessment application, but the same is not and shall not be construed to be an agreement of the parties on any cost or consideration for parking.

- ii. The Total Consideration of Apartment, Total Tax and the Total Extras & Deposits as mentioned hereinabove includes Taxes (consisting of tax paid or payable by the Owner / Developer 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 Owner / Developer, by whatever name called) up to the date of handing over the possession of the apartment to the Allottee and the project to the association of Allottee 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 Allottee to the Owner / Developer 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 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 Allottee;

*Provided further* that the amount in respect of the Individual Electricity Meter Deposit shall be paid by the Allottee directly to the concerned Electricity Department

The showing of any amount towards parking in the stamp duty assessment slip, if any, is and shall only be to ensure compliance of the requirements of online assessment application, but the same is not and shall not be construed to be an agreement of the parties on any cost or

Nirmal Complex Pvt. Ltd.

29/12/25  
Director / Authorized Signatory

consideration for parking.


The Owner / Developer shall periodically intimate in writing to the Allottee, the amount payable above and the Allottee shall make payment demanded by the Owner / Developer within the time and in the manner specified therein. In addition, the Owner / Developer shall provide to the Allottee the details of the taxes paid or demanded;

The Total Price of Apartment includes inter-alia recovery of price of land, construction of the Apartment, the Common Areas, internal development charges, external development charges, taxes, maintenance charges etc. and includes cost for providing all other facilities, amenities and specifications to be provided within the Apartment and the Project.

**TDS:** The tax deduction at source (TDS) under section 194 – IA of the Income Tax Act, 1961, shall be deducted by the Allottee(s) on the consideration payable to the Owner / Developer, if applicable, and the same shall be deposited by the Allottee to the concerned authority within the time period stipulated under law and the Allottee(s) shall provide proper evidence thereof to the Owner / Developer within 60 (sixty) days of such deduction. If such deposit of TDS is not made by the Allottee(s) to the concerned authority or proper evidence thereof is not provided to the Owner / Developer, then the same shall be treated as default on the part of the Allottee under this agreement and the amount thereof shall be treated as outstanding.

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

Nirmal Complex Pvt. Ltd.

 29/12/25  
Director / Authorized Signatory

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 Allottee.

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

It is agreed that the owner / Developer shall not make any additions and alterations in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities described herein at Schedule [D] (which shall be in conformity with the advertisement, prospectus etc. on the basis of which sale is effected) in respect of the Apartment, or Building, as the case may be, without the previous written consent of the Allottee as per the provisions of the Act:

*Provided that* the Owner / Developer may make such minor additions or alterations as may be required by the Allottee, or such changes or alteration as per the provisions of the act. There will be only One Common Main Gate of the said Building Premises. The Owner / Developer shall confirm to the net area that has been allotted to the Allottee after the construction of the Building is complete and the Completion Certificate is granted by the competent authority, by furnishing details of the changes, if any, in the net area. The total Consideration of Apartment, Total Tax and The Total Extras and Deposits as mentioned hereinabove payable for the net area shall be recalculated upon confirmation by the Owner / Developer. If there is reduction more than 2% in the net area, then the Owner / Developer shall refund the excess money paid by Allottee within 45 (forty-five) days. If there is any increase more than 2 % in the Carpet Area allotted to the Allottee, the Owner / Developer may demand that from the Allottee as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square feet as agreed hereinabove.

In case of any dispute on the measurement of the Net area, the same shall be physically

Nirmal Complex Pvt. Ltd.

Director / Authorized Signatory

29/12/25

measured after removing all finishes that have been applied/ fitted and the cost of removal and refitting of such finishes shall be borne by the Party which raises the dispute in relation to the measurement of Net area.

The Owner / Developer agrees and acknowledges, the Allottee shall have the right to the Apartment as mentioned below:

The Allottee shall have exclusive ownership rights of the Unit mentioned in the Schedule – 'B';

- i. The Allottee shall also have the right of use of undivided proportionate share in the Common Areas. Since the share interest of Allottee in the Common Areas is undivided and cannot be divided or separated, the Allottee shall use the Common Areas along with other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them. It is clarified that the Owner / Developer shall hand over the common areas to the Association of Allottee after duly obtaining the Completion Certificate from the competent authority as provided in the Act;
- ii. The 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, upon giving prior intimation of 3 (three) days to the Owner / Developer. The Owner / Developer including Project staffs shall not be liable for any untoward incident or accident.
- iii. The Owner / Developer will not entertain any request for modification in the layouts of the Apartment and external facade of the Building(s) and Common Areas including common facilities and amenities.
- iv. It is made clear by the Owner / Developer and the Allottee agrees that the Flat/ Unit / Apartment, along with the Car Parking Space, if allotted, 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 Land and is a part of 'EDEN ROOPKATHA. It is clarified that Project's facilities and amenities shall be available only for use and enjoyment of the Allottee of the Building Premises.
- v. The Owner / Developer agrees to pay all outgoings before transferring the physical

Nirmal Complex Pvt. Ltd.

 29/12/25  
Director / Authorized Signatory

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

- vi. On or before the Effective Date, the Allottee has paid the Application Money and the Booking Amount, morefully mentioned in the 'Memo of Consideration' hereunder. The Booking Amount forms part of the Total Consideration of Apartment, Total Tax and the Total Extras and Deposits as mentioned hereinabove and the Allottee hereby agrees to pay the remaining price of the Apartment as prescribed in the Payment Plan as may be demanded by the Owner / Developer within the time and the manner specified therein. Provided that if the Allottee delays in payment towards any amount which is payable, the Allottee 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 Owner / Developer abiding by the construction milestones, the Allottee shall make all payments, on written demand by the Owner / Developer, within the stipulated time as mentioned in the Payment Plan through A/c Payee cheque/demand draft/bankers' cheque/ RTGS/ NEFT/ or online payment (as applicable)] in favour of 'NIRMAL COMPLEX PRIVATE LIMITED' payable at Kolkata.

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

The Allottee, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of

Nirmal Complex Pvt. Ltd.

29/12/25  
Director / Authorized Signatory



India Act, 1934 and the Rules and Regulations made thereunder or any statutory amendments/modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale/ transfer of immovable properties in India etc. and provide the Owner / Developer with such permission, approvals which would enable the Owner / Developer to fulfill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or the statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Allottee understands and agrees that in the event of any failure on his/her/their part to comply with the applicable guidelines issued by the Reserve Bank of India, the Allottee may be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time. The Owner / Developer accepts no responsibility in this regard and the Allottee shall keep the Owner / Developer fully indemnified and harmless in this regard.

Whenever there is any change in the residential status of the Allottee subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee to intimate the same in writing to the Owner / Developer immediately and comply with necessary formalities if any under the Applicable Laws. The Owner / Developer shall not be responsible towards any third party making payment/ remittances on behalf of any Allottee and such third party shall not have any right in the application/allotment of the said apartment applied for herein in any way and the Owner / Developer shall be issuing the payment receipts in favour of the Allottee only.

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

The Allottee authorizes the Owner / Developer to adjust, appropriate all payments made by him/her/them under any head(s) of dues against lawful outstanding of the Allottee against the Apartment, if any, in their names and the Allottee undertake not to object/demand/direct the Owner / Developer to adjust their payments in any manner.

**5. TIME IS ESSENCE:**

Nirmal Complex Pvt. Ltd.  
  
 29/12/25  
 Director / Authorized Signatory

The Owner / Developer 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 Apartment to the Allottee and the common areas to the Association or the competent authority, as the case may be.

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


The Allottee has seen the proposed layout plan, specifications, amenities and facilities of the Apartment and accepted the floor plan, payment plan and the specifications, amenities and facilities (annexed along with this Agreement) which has been approved by the competent authority, as represented by the Owner / Developer. The Developer 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 Owner / Developer 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 such authorities and shall not have an option to make any variation/alteration/modification in such plans, other than in the manner provided under the Act.

**7. POSSESSION OF THE APARTMENT:**

**7.1 Schedule for possession of the said Apartment:**

The Promoter agrees and understands that timely delivery of possession of the Apartment is the essence of the Agreement. The Promoter, based on the approved plans and specifications, had assured to hand over possession of the Apartment on **30.09.2027**, with a grace period of 6 (six) months, unless there is a delay or failure due to war, flood, drought, fire, cyclone, earthquake, pandemic or any other calamity caused by nature affecting the regular development of the real estate project ("Force Majeure"). If, however, the completion of the Project is delayed due to the Force Majeure conditions then the Allottee agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the Apartment, provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Allottee agrees and confirms that, in the event it becomes impossible for the Promoter to

Nirmal Complex Pvt. Ltd.

 29/12/25  
Director / Authorized Signatory

implement the project due to Force Majeure conditions, then this allotment shall stand terminated and the Promoter shall refund to the Allottee the entire amount received by the Promoter from the allotment within 45 days from that date. After refund of the money paid by the Allottee, Allottee agrees that he/ she shall not have any rights, claims etc. against the Promoter and that the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.

#### **7.2 Procedure for taking possession:**

The Promoter, upon obtaining the completion certificate from the competent authority shall offer in writing the possession of the Apartment, to the Allottee in terms of this Agreement to be taken within 3 (three months from the date of issue of such notice and the Promoter shall give possession of the Apartment to the Allottee. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee agree(s) to pay the maintenance charges as determined by the Promoter/association of allottees, as the case may be. The Promoter on its behalf shall offer the possession to the Allottee in writing within 30 days of receiving the completion certificate of the Project.

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

**7.4 Possession by the Allottee –** After obtaining the completion certificate\* and handing over physical possession of the Apartment to the Allottees, it shall be the responsibility of the Promoter to hand over the necessary documents and plans, including common areas, to the

Nirmal Complex Pvt. Ltd.

Director / Authorized Signatory

29/12/25

association of the Allottees or the competent authority, as the case may be, as per the local laws.

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

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

**7.6 Compensation:**

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

Except for occurrence of a Force Majeure event, if the promoter fails to complete or is unable to give possession of the Apartment (i) in accordance with the terms of this Agreement, duly completed by the date specified herein; or (ii) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under the Act; or for any other reason; the Promoter shall be liable, on demand to the allottees, in case the Allottee wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by him in respect of the Apartment, with interest at the rate specified in the Rules within 45 days including compensation in the manner as provided under the Act. Provided that where if the Allottee does not intend to withdraw from the Project, the Promoter shall pay the Allottee interest at the rate specified in the Rules for every month of delay, till the handing over of the possession of the Apartment.

**7.7 Cancellation due to Non-response of the Allottee and Penalty**

Nirmal Complex Pvt. Ltd.  
 29/12/25  
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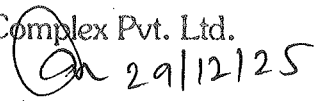
In the event that the ALLOTTEE(S) fails to respond to any written communication(s) including notices, reminders, or requisitions, issued by the CO-OWNER(S)/DEVELOPER(S) within a period of **fourteen (14) calendar days** from the date of such communication, the CO-OWNER(S)/DEVELOPER(S) shall have the right, at their sole discretion, to treat this agreement as **terminated and cancelled** without any further notice. For the purposes of this clause, communications shall be deemed validly made if sent to the ALLOTTEE(S) through the **email ID, mobile number** (including WhatsApp, SMS, or voice call), **or by Registered Post A.D. at the address** provided in this Agreement under **Clause 30.1**. Such communication(s) shall be deemed to have been received by the ALLOTTEE(S) on the **third (3<sup>rd</sup>) working day** from the date of dispatch. Failure to respond within the stipulated 14-day period shall be treated as a material breach and abandonment of the Agreement on the part of the ALLOTTEE(S). In such event, the CO-OWNER(S)/DEVELOPER(S) shall be entitled to forfeit the Cancellation Charges as defined in **definition clause xvi** and refund the balance amount to the ALLOTTEE(S) as per terms more fully specified under **Sub-Clause 7.5** for breach of contract and the ALLOTTEE(S) shall be free to deal with or dispose off the said UNIT(S) in any manner without any further obligation or liability to the ALLOTTEE(S).

#### 8. REPRESENTATIONS AND WARRANTIES OF THE OWNER/ DEVELOPER:

The Owner / Developer hereby represents and warrants to the Allottee as follows:

- i. The Owner / Developer has absolute, clear and marketable title with respect to the Land; the requisite rights to carry out development upon the Land and absolute, actual, physical and legal possession of the Land for the Project;
- ii. The Owner / Developer has lawful rights and requisite approvals from the competent authorities to carry out development of the Project;
- iii. There are no encumbrances upon the Land or the Project as on the Effective Date;
- iv. There are no litigations pending before any Court of law or Authority with respect to the Land, Project or the Apartment;

Nirmal Complex Pvt. Ltd.

 29/12/25  
Director / Authorized Signatory

- v. All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and Apartment are valid and subsisting and have been obtained by following due process of law. Further, the Owner / Developer has been and shall, at all times remain to be in compliance with all Applicable Laws in relation to the Project, said Land, Building and Apartment and Common Areas;
- vi. The Owner / Developer has the right to enter into this Agreement and has not committed or omitted to perform any act or thing whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;
- vii. The Owner / Developer 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 Land, including the Project and the said Apartment which will, in any manner, affect the rights of Allottee under this Agreement;
- viii. The Owner / Developer confirm that the Owner / Developer are not restricted in any manner whatsoever from transferring the ownership rights of the Apartment to the Allottee in the manner contemplated in this Agreement;
- ix. At the time of execution of the Deed of Conveyance the Owner / Developer shall hand over lawful, vacant peaceful, physical possession of the Apartment to the Allottee and the Common Areas to the Association or the Competent Authority, as the case may be;
- x. The Land is not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the Land;
- xi. The Owner / Developer 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 Apartment along with Common Areas (equipped with all the specifications, amenities and facilities) has been handed over to the Allottee and the Association or the competent authority, as the case may be; and
- xii. No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received by or served upon the Owner / Developer in

Nirmal Complex Pvt. Ltd.

Director / Authorized Signatory

29/12/25

respect of the Land and/or the Project.

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

Except for occurrence of a Force Majeure event, the Owner / Developer shall be considered under a condition of default ("Default"), in the following events:

- i. Owner / Developer fails to provide ready to move in possession of the Apartment to the Allottee within the time period specified in Clause 7.1 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 clause '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, Completion Certificate has been issued by the competent authority;
- ii. Discontinuance of the Owner/ Developer's business as a Co-owner / Developer on account of suspension or revocation of his registration under the provisions of the Act or the Rules or Regulations made thereunder.

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

- i. Stop making further payments to Owner / Developer as demanded by the Owner / Developer. If the Allottee stops making payments, the Owner / Developer shall correct the situation by completing the construction milestones and only thereafter the Allottee be required to make the next payment without any interest; or
- ii. The Allottee shall have the option of terminating the Agreement in which case the Owner / Developer shall be liable to refund, subject to the second proviso below, the entire money paid by the Allottee under any head whatsoever towards the sale of the Apartment, along with interest at the rate prescribed in the Rules within 45 (forty-five) days of receiving the termination notice: *Provided that* where the Allottee does not intend to withdraw from the Project or terminate the Agreement, he shall be paid, by the Owner / Developer, 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 Owner / Developer to the Allottee within 45 (forty-five) days of it becoming

Nirmal Complex Pvt. Ltd.

Director / Authorized Signatory

29/12/25

due.

*Provided further* that all amounts collected as taxes, charges, levies, cess, assessments and impositions and deposited with the appropriate authorities concerned shall not be returned by the Owner / Developer and the Allottee shall be free to approach the authorities concerned for refund of such taxes, charges, levies, cess, assessments and impositions.

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

- i. In case the Allottee fails to make payments for three consecutive demands made by the Promoter as per the Payment Plan annexed hereto, despite having been issued notice in that regard the allottee shall be liable to pay interest to the promoter on the unpaid amount at the rate specified in the Rules.
- ii. In case of Default by Allottee under the condition listed above continues for a period beyond consecutive months after notice from the Promoter in this regard, the Promoter shall cancel the allotment of the [Apartment/ Plot] in favour of the Allottee and refund the amount money paid to him by the allottee by deducting the booking amount and the interest liabilities and this Agreement shall thereupon stand terminated.  
**Provided that** the Owner / Developer shall intimate the Allottee about such termination at least 30 (thirty) days prior to such termination.
- iii. The Allottee (s) agrees not to do or omit to do or cause to be done by any party known to him any act, deed or thing or behave inappropriately or correspond or communicate in a manner that would in any manner affect or prejudice or defame the Building/ Project/ Owner / Developer or its representatives. In the event the Allottee (s) does or omits to do any act, deed or thing then the Owner / Developer shall, without prejudice to any other rights or remedies available in law, have the option to terminate this Agreement. In case of such a default by Allottee, after notice from the Owner / Developer in this regard, the Owner / Developer may cancel the allotment of the Apartment in favour of the Allottee. However, may it be clarified that the balance amount shall be payable subject to the execution of the 'Deed of Cancellation'.
- iv. In the event construction of the floor or the Building or the Project in which the Apartment is located has been stopped for a period of more than 12 (Twelve) months due to

Nirmal Complex Pvt. Ltd.

29/12/25  
Director / Authorized Signatory



Applicable Law, the Owner / Developer shall have the option to terminate this Agreement. In such an event, the Owner / Developer shall be liable to refund, subject to the proviso below, the entire money paid by the Allottee under any head whatsoever towards the sale of the Apartment, within 45 (forty-five) days of receiving the termination notice.

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

The Owner / Developer, on receipt of Total Consideration of Apartment, Total Tax and The Total Extras and Deposits as mentioned hereinabove under the Agreement from the Allottee, shall execute a 'Deed of Conveyance' and convey the ownership rights of the Apartment together with the right to use the proportionate indivisible undivided share in the Common Areas within the time period as stated in local laws, to the Allottee.

*Provided that*, in the absence of local law, the 'Deed of Conveyance' in favour of the Allottee shall be carried out by the Owner / Developer within 3 (three) months from the date of issue of Completion Certificate. However, in case the Allottee fails to deposit the stamp duty and/or registration charges within the period mentioned in the notice, the Allottee authorizes the Owner / Developer to withhold registration of the 'Deed of Conveyance' in his/her/their favour till payment of stamp duty and registration charges is made by the Allottee.

The 'Deed of Conveyance' shall be drafted by the Solicitors/Advocates of the Owner / Developer and shall be in such form and contain such particulars as may be approved by the Owner / Developer. No request for any changes whatsoever in the 'Deed of Conveyance' will be entertained by the Owner / Developer unless such changes are required to cure any gross mistake or typographical or arithmetical error.

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

The Owner / Developer shall be responsible to provide and maintain essential services in the Project till the taking over of the maintenance of the project by the Association upon the issuance of the Completion Certificate of the Project. The cost of such maintenance has been included in the Total Extras and Deposits as mentioned hereinabove for the Apartment. In case the formation

Nirmal Complex Pvt. Ltd.

 29/12/25  
Director / Authorized Signatory

of the Association is delayed due no fault of the Owner / Developer; the Owner / Developer shall provide and maintain the essential services in the said Project till the Association is formed and the said Project is handed over to the Association and the Allottee shall be liable to pay to the Owner / Developer or facility management company, the charges for such maintenance as fixed by the Owner / Developer at actual.

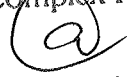
## **12. DEFECT LIABILITY:**

It is agreed that in case any structural defect in construction (excluding any purchased materials and/or items) is brought to the notice of the Owner / Developer within a period of 5 (five) years by the Allottee from the date of handing over deemed possession, the Owner / Developer shall take steps to rectify such defects without further charge, within 30 (thirty) days, and in the event of Owner / Developer's failure to rectify such defects within such time, the aggrieved Allottee shall be entitled to receive appropriate compensation in the manner as provided under the Act. Provided However that the Owner / Developer shall not be liable under any circumstances if any additions, alterations and/or modifications etc. have been made in the Buildings, Common Areas and/or any of the Apartment Units by the Allottees including the Allottee herein and/or if there is any deviation found from the sanctioned Building Plan. It is further made clear that the structural defect, if any, must be certified by a licensed Architect that it is a defect made at the time of construction and is not due to wear and tear and/or due to weather elements and/or natural causes /calamities and/or due to any additions, alterations and/or modifications, etc. made by any of the Allottees and/or occupants of the Building.

Notwithstanding anything herein contained it is hereby expressly agreed and understood that in case the Allottees, without first notifying the Owner / Developer and without giving the Owner / Developer the reasonable opportunity to inspect, assess and determine the nature of purported defect in the Apartment, alters the state and condition of the area of the purported defect, then the Owner / Developer shall be relieved of its obligations contained hereinabove in this clause.

However, the Allottee has been made aware and the Allottee expressly agrees that the regular wear and tear of the Residential Premises excludes minor hairline cracks on the external and

Nirmal Complex Pvt. Ltd.

 29/12/25  
Director / Authorized Signatory

internal walls excluding RCC structure which happens due to variation in temperature of more than 20 degree centigrade which do not amount of the structural defects and hence cannot be attributed to either bad workmanship or structural defects. It is expressly agreed that before any liability of defect is claimed by or on behalf of the allottee it shall be necessary to appoint an expert/ surveyor to be nominated by the architect of the said project, who shall survey and assess the same and then submit report to state the defects in material used in the structure and in the workmanship executed.

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

The Allottee(s) hereby agrees to purchase the Flat & Car Parking Space, in the specific understanding that his/her/its right to use of common areas shall be subject to timely payment of total maintenance charges, as determined and thereafter billed by the maintenance agency appointed or the association of Allottee(s) (or the maintenance agency appointed by it) and performance by the Allottee(s) of all his/her obligations in respect of the terms and conditions specified by the maintenance agency or the association of Allottee(s) from time to time

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

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

**15. USAGE:**

Use of Ground Floor and Service Areas: The Ground Floor area, Open Space and service areas, as located within the Project, shall be ear-marked 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, firefighting pumps and equipment etc.

Nirmal Complex Pvt. Ltd.

 29/12/25  
Director / Authorized Signatory

and other permitted uses as per sanctioned plans. The Allottee shall not be permitted to use the Ground Floor area, Open Space and service areas in any manner whatsoever, other than those earmarked as parking spaces, if allotted, and the same shall be reserved for use by the Association for rendering maintenance services.

#### **16. COMPLIANCE WITH RESPECT TO THE APARTMENT:**

The Allottee shall, after taking possession, be solely responsible to maintain the Apartment at his/her/their own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Building, or the Apartment, or the staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the Apartment and keep the Apartment, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized.

The Allottee further undertakes, assures and guarantees that he/she/they would not put any sign-board/name-plate, neon light, publicity material or advertisement material etc. on the face facade of the Building or anywhere on the exterior of the Project, buildings therein or Common Areas. The Allottee shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further, the Allottee shall not store any hazardous or combustible goods in the Apartment or place any heavy material in the common passages or staircase of the Building. The Allottee shall also not remove any wall including the outer and load bearing wall of the Apartment.

The Allottee shall plan and distribute its electrical load in conformity with the electrical systems installed by the Owner / Developer and thereafter the Association and/or maintenance agency appointed by Association. The Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

#### **16.1 Dishonour of Payment Instruments**

Nirmal Complex Pvt. Ltd.

29/12/25  
Director / Authorized Signatory

In the event of dishonour of any payment instruments or any payment instructions by or on behalf of the Allottee for any reason whatsoever, then the same shall be treated as a default and the Owner / Developer may at its sole discretion be entitled to exercise any recourse available herein. Further, the Owner / Developer shall intimate the Allottee of the dishonour of the cheque and the Allottee would be required to promptly tender a Demand Draft of the outstanding amounts including interest at the Applicable Interest Rate from the due date till the date of receipt by the Owner / Developer of all the amounts including the dishonour charges of Rs. 500/- (Rupees Five Hundred only) for each dishonour. In the event the said Demand Draft is not tendered within 7 (seven) days then the Owner / Developer shall be entitled to cancel the allotment, subject to provisions hereunder. In the event the Allottee comes forward to pay the entire outstanding amounts, interest and penalty thereof, the Owner / Developer may consider the same at its sole discretion. In the event of dishonour of any cheque, the Owner / Developer has no obligation to return the original dishonoured cheque.

#### **16.2 Raising of Finance by Allottee**


The Allottee may obtain finance from any financial institution/bank or any other source but the Allottee's obligation to purchase the Apartment pursuant to this Agreement shall not be contingent on the Allottee's ability or competency to obtain such financing and the Allottee shall remain bound by this Agreement whether or not he has been able to obtain financing for the purchase of the Apartment.

#### **16.3 Deemed Possession**

It is understood by the Allottee that even if the Allottee fails to take possession of the Apartment within the date such possession is offered by the Owner / Developer, the Allottee shall be deemed to have taken possession on the 15<sup>th</sup> days from the date of such notice, for all purposes and irrespective of the actual date when the Allottee takes physical possession of the Apartment, will be deemed to be the possession date ("Possession Date").

The Allottee agrees and covenants not to claim any right or possession over and in respect of the Apartment till such time the Allottee has paid the entirety of the Total Consideration of Apartment, Total Tax and The Total Extras and Deposits as mentioned hereinabove and Extras

Nirmal Complex Pvt. Ltd.

 29/12/25

Director / Authorized Signatory

and all other amounts agreed to be paid or deposited under this Agreement and has duly complied with and/or performed all the covenants, undertakings and obligations required to be complied with and/or performed on the part of the Allottee in pursuance of this Agreement or otherwise required by law, all of which shall be conditions precedent without which the Developer shall not be under any obligation to handover possession of the Apartment.

On and from the Possession Date:

- i. The Apartment shall be at the sole risk and cost of the Allottee and the Owner / Developer shall have no liability or concern thereof;
- ii. The Allottee shall become liable to pay the Maintenance Charges in respect of the Apartment and the Common Areas on and from the Possession Date;
- iii. All taxes, deposits and other levies/charges imposed, demanded or required to be paid to the authorities concerned relating to the undivided interest in the Common Areas shall be paid and borne by the Allottee proportionate to his interest therein and those relating only to the Apartment shall be borne solely and conclusively by the Allottee, with effect from the Possession Date.
- iv. The Allottee shall become liable to pay all other expenses necessary and incidental to the management and maintenance of the Project.


#### **16.4 Right of Allottee to use Common Areas subject to Payment of Maintenance Charges**

The Allottee hereby agrees to acquire the Apartment on the specific understanding that his right to the use of Common Areas shall be subject to timely payment of Maintenance Charges, as determined by the Owner / Developer (or Association) and performance by the Allottee of all his obligations in respect of the terms and conditions specified by the Owner / Developer or the Association from time to time.

#### **16.5 Additions or Replacements**

As and when any plant and machinery, including but not limited to, DG sets, electric sub-stations, pumps, firefighting equipment or any other plant, machinery and/or equipment of capital nature etc. require replacement, up gradation, additions etc. the cost thereof shall be contributed by all

Nirmal Complex Pvt. Ltd.

 29/12/25  
Director / Authorized Signatory

the Apartment Acquirers in the Project on pro-rata basis as specified by the Association. The Owner / Developer and upon completion, the Association shall have the sole authority to decide the necessity of such replacement, up-gradation, additions etc. including its timings or cost thereof and the Allottee agrees to abide by the same.


## **16.6 Maintenance and Association**

### **16.6.1 Maintenance**

Upon completion of the Project the Owner / Developer will hand over its management for maintenance to the Association for which the Allottee may be required to execute an agreement ("Maintenance Agreement") with the Association. The Allottee will be required to complete the formalities of becoming a member of the Association. The Allottee shall observe and abide by all the bye-laws, rules and regulations prescribed by the Association in regard to ownership or enjoyment of the Apartment or common areas and facilities in the Project.

In the event the Association has been formed but there is/are Apartments in the Building that are not sold by the Owner / Developer, till such time the unsold Apartments are not sold or transferred, all outgoings pertaining to the unsold Apartments shall be payable by the Owner / Developer. Further the Allottee and/or the association shall not do any act deed or thing which may restrict or impede transfer of the unsold Apartments to any of the prospective Allottee.

For the enjoyment and maintenance of the common areas and facilities of the Project, the Allottee shall be liable to remit per month the proportionate Maintenance Charges of such area and facilities as may be fixed by the Owner / Developer and upon completion, to the Association from time to time. The Maintenance Charges shall become payable from the Possession Date. In case the Allottee fails to pay: (i) the Allottee shall not be entitled to avail any maintenance services; (ii) interest @ 12% per annum will become payable by the Allottee; and (iii) the Owner / Developer / Association shall adjust the unpaid amount from the advance maintenance charges. If due to such adjustment the advance maintenance charges falls below the six months average of the Maintenance Charges, then the Allottee shall make good the resultant shortfall within 15 (fifteen) days from the due date of the defaulted maintenance bill.

Nirmal Complex Pvt. Ltd.  
 29/12/25  
 Director / Authorized Signatory

That it is agreed, declared and undertaken by the Purchaser that in the event of the Purchaser having taken deemed possession, he is liable to pay maintenance charges as stated hereinabove. It is further agreed, declared and undertaken by the Purchaser that in the event of non-payment of maintenance charges continuing beyond the complete usage of security maintenance deposit, the Purchaser shall be liable to pay "HOLDING CHARGES" to the Owner / Developer (in case till such time the HOLDING ORGANIZATION has not been formed), or to the HOLDING ORGANIZATION (in case it is formed thereon) of Rs. 2000/- (Rupees Two Thousand only) per month, till the payment of maintenance charges are regularized and brought upto date.

#### **16.6.2 Interim Maintenance Period:**


During the interim maintenance period between obtaining of the Completion Certificate of such Project and formation and operationalization of the Association the Owner / Developer shall through itself or through a Facility Management Company to run, operate, manage and maintain the Common Areas.

The Owner / Developer shall endeavour that the committee responsible for the maintenance and operation of the Common Areas will be required to provide manpower for maintaining the Common Areas, wherever required, and to collect maintenance charges and also guest charges and the user charges for the utilities being provided on "pay by use" basis, if any.

The maintenance and management of Common Areas by the committee will primarily include but not limited to maintenance of water works, common electrical installations, DG Sets, landscaping, driveways, parking areas, lobbies, lifts and staircases, AMC's etc. It will also include safety and security of the Project such as fire detection and protection and management of general security control of the Project.

The Rules/ Bye Laws to regulate the use and maintenance of the Common Areas shall during the interim maintenance period shall be framed by the Owner / Developer with such restrictions as may be necessary for proper maintenance and all the Allottee are bound to follow the same.

Nirmal Complex Pvt. Ltd.

 29/12/25

Director / Authorized Signatory



After the Common Areas of the Project are handed over to the Association, the Association may adopt the Rules and the Bye laws framed by the Owner / Developer, with or without amendments, as may be deemed necessary by the Association.

**16.7 Covenants of the Allottee:**

**16.7.1 Apartment use**

The Allottee shall not use the Apartment or permit the same to be used for the purpose other the residential purposes

The Allottee shall not use the Apartment or permit the same to be used for the commercial purpose or for any other purposes which may or is likely to cause nuisance or annoyance to the occupiers of other units or for any illegal or immoral purposes.

**16.7.2 Hazardous materials**

The Allottee shall not store in the Apartment or Building any goods which are of hazardous, combustible or dangerous nature or storing of which goods is objected to by the concerned local or other authority.


**16.7.3 Additions**

The Allottee shall not make any additions or alterations in the Apartment or Building or cause damage to or nuisance in the Apartment or Building or in the Project in any manner. In case any partitions, interiors, false ceilings etc. are installed by the Allottee, then all necessary permissions from the authorities, if required, will be obtained by the Allottee directly at his own cost. In any case, the Allottee shall not be entitled to carry out any structural changes in the Building and Apartment.

**16.7.4 Co-operation**

The Allottee shall at all times co-operate with the other Allottee/occupiers of the Units in the management and maintenance of the Apartment and the Building and the Project.

Nirmal Complex Pvt. Ltd.

 29/12/25  
Director / Authorized Signatory

**16.7.5 Transfer**

The Allottees shall not transfer or sell the rights under this Agreement without prior written permission from the Promoter till such time as all payments under this Agreement are cleared. The Promoter shall retain the first right of refusal for such transfer of rights. Where the Promoter does not exercise the above right of pre-emption then in that event transfer of rights before the completion and handover of the Apartment, the Allottees shall pay a transfer fee equivalent to @ **1% (One percent)** of the Total Price (excluding Other Costs and Deposits Amount) hereunder or at which the Designated Apartment is purchased by the nominee, whichever be higher, in advance to the Promoter, get the name of his nominee substituted in his place and stead in the records of the Promoter as the Buyer of the Designated Apartment subject to there being no restriction or prohibition under the laws for the time being in force and subject to the nominee expressly agreeing to accept and acknowledge the terms conditions agreements and covenants contained hereunder which shall thenceforth be observed fulfilled and performed by the nominee.

**16.7.6 Taxes**

If at any time after the Effective Date there be imposition of any new or enhancement in any tax or levy or fees or charges on the transfer or construction of the Apartment, the same shall be borne and paid by the Allottee.

**16.7.7 Common Rules**


The Allottee shall abide by and adhere to the Common Rules specified hereunder from time to time.

**16.7.8 Common Expenses**

The Allottee shall pay on due dates for the Proportionate Common Expenses from time to time.

**16.7.9 Model Unit**

The Allottee agrees and understands that all the standard fitting, interiors and fixtures and dimension provided in the show/model Unit, exhibited at the site only, if any, will provide a representative idea and the actual Apartment agreed to be constructed may not include the fittings

Nirmal Complex Pvt. Ltd.  
 29/12/25  
Director / Authorized Signatory

and fixtures of the model Unit and even if such fittings and fixtures are provided they may vary as to make, colour, shade, shape and appearance from the ones provided in the model Unit and the Allottee shall not be entitled to raise any claim for such variation.

#### **16.7.10 Construction Progress Linked Payment Plan**

The Allottee (s) acknowledges that he/her/it has chosen the "Construction Progress Linked Payment Plan" since it offers several advantages to the Allottee (s), including that the installment payments may become due later in time than as envisaged at the time of entering into this Agreement, if the relevant construction milestones are delayed, thus compensating for the impact of any delay in construction on the Allottee. This significantly reduces the risk of the Allottee as compared to the "Time Linked Payment Plan" option and the Allottee has entered into this Agreement after taking into account the advantages and risks of the "Construction Progress Linked Payment Plan".

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

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

#### **18. ADDITIONAL CONSTRUCTIONS**

The Owner / Developer undertakes that it has no right to make additions or to put up additional structure(s) anywhere in the Project after the building plan, layout plan, sanction plan and specifications, amenities and facilities has been approved by the competent authority (ies) and disclosed, except for as provided in the Act.

#### **19. PROMOTER SHALL NOT MORTGAGE OR CREATE CHARGE**

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

Nirmal Complex Pvt. Ltd.

29/12/25  
Director / Authorized Signatory

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

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

**21. BINDING EFFECT:**

Forwarding this Agreement to the Allottee by the Owner / Developer does not create a binding obligation on the part of the Owner / Developer or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee and secondly, appears for registration of the same before the concerned Registration Office at Kolkata as and when intimated by the Owner / Developer. If the Allottee(s) fails to execute and deliver to the Owner / Developer this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and/or appear before the Registration Office at Kolkata for its registration as and when intimated by the Owner / Developer, then the Owner / Developer shall serve a notice to the Allottee, for rectifying the default, which if not rectified within 30 (thirty) days from the date of its receipt by the Allottee, application of the Allottee shall be treated as cancelled and the Owner / Developer shall be entitled to forfeit the Cancellation Charges and the GST applicable on such Cancellation Charges. The balance amount of money paid by the Allottee shall be, subject to proviso below, be returned by the Developer to the Allottee within 12 (twelve) months of such cancellation or on transfer of the Said Apartment to any other Apartment Acquirer, whichever is earlier. However, may it be clarified that the balance amount shall be payable subject to the execution of the Deed of Cancellation.

Provided that all amounts collected as taxes, charges, levies, cess, assessments and impositions and deposited with the appropriate authorities concerned shall not be returned by the Developer and the Allottee shall be free to approach the authorities concerned for refund of such taxes, charges, levies, cess, assessments and impositions.

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*Gh* 29/12/25

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**22. ENTIRE AGREEMENT:**

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

**23. RIGHT TO AMEND:**

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

**24. PROVISIONS OF THIS AGREEMENT APPLICABLE ON ALLOTTEE/ SUBSEQUENT 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 Apartment and the Project shall equally be applicable to and enforceable against and by any subsequent Allottee of the Apartment, in case of a transfer, as the said obligations go along with the Apartment for all intents and purposes.


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

The Owner / Developer may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement, waive the breach by the Allottee in not making payments as per the Payment Plan including waiving the payment of interest for delayed payment. It is made clear and so agreed by the Allottee that exercise of discretion by the Owner / Developer in the case of one Allottee shall not be construed to be a precedent and /or binding on the Owner / Developer to exercise such discretion in the case of other Allottee.

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

**26. SEVERABILITY:**

Nirmal Complex Pvt. Ltd.

 29/12/25  
Director / Authorized Signatory

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

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

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

**28. FURTHER ASSURANCES**

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

**29. PLACE OF EXECUTION**

The execution of this Agreement shall be completed only upon its execution by the Owner / Developer through its authorized signatory at the Co-owner's/ Developer's Office; or at some other place, which may be mutually agreed between the Owner / Developer and the Allottee after the Agreement is duly executed by the Allottee and the Owner / Developer or simultaneously with the execution the said Agreement shall be registered at the office of the Registering Authorities at Kolkata. Hence this Agreement shall be deemed to have been executed at Kolkata.

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*Q* 29/12/25

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30.

**NOTICES**

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

**30.1 ALLOTEES:**

MR. \_\_\_\_\_ & MRS. \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**30.2. VENDOR:**

M/S. NIRMAL COMPLEX PRIVATE LIMITED  
17/1, LANSDOWNE TERRACE, KOLKATA – 700 026

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


**Joint allottee:**

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

**31. 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.

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### 32. DISPUTE RESOLUTION:

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

#### THE SCHEDULE - 'A' ABOVE REFERRED TO

##### (THE SAID PREMISES)

ALL THAT piece and parcel of land containing an area more or less 5 Kattabs 14 Chitraks situate lying at and being premises No. 2950, Nayabad, Kolkata- 700 094 within R.S Khatian no. 103 (presently under Khande Khatian No. 147/1) and 104, R.S. Dag No- 90, J. L. 25, Touzi 56, R.S. No. 5, within ward no. 109, Borough - XII in Mouza- Nayabad within the Kolkata Municipal Corporation (added area) within the limits of 24 Paraganas(South), and delineated in the plan annexed hereto duly bordered thereon in "RED" colour and butted and bounded as follows:-

ON THE NORTH : By 60 Ft Wide Road .

ON THE SOUTH : By Premises No. 2941, Nayabad, Kolkata- 700 094

ON THE EAST : By Premises No. 2946, Nayabad, Kolkata- 700 094.

ON THE WEST : Land appertaining to Dag No. 90

OR HOWSOEVER OTHERWISE the same now are or is or heretofore were or was situated butted bounded called known numbered described or distinguished.

#### THE SCHEDULE - 'B' ABOVE REFERRED TO

##### (THE SAID FLAT AND THE PROPERTIES APPURTENANT THERETO)

ALL THAT the Unit in or portion of the New Building being Unit No. ----- in the Block No-11 containing a Carpet area of ----- Square Feet more or less on a portion on the ----- Floor in the New Building at the said premises and shown in the plan annexed hereto duly bordered in "RED" thereon TOGETHER WITH proportionate undivided and demarcated indivisible impartible share in the Common Areas and Installations mentioned and described in the SCHEDULE - 'C' hereunder written attributable to

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*Q* 29/12/25  
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the said Unit AND TOGETHER WITH proportionate undivided undemarcated indivisible impartible share in the land comprised in the said premises no. **2950, Nayabad, Kolkata- 700 094** described and mentioned in the SCHEDULE – 'A' hereinabove written attributable to the said Unit as shown in the plan annexed hereto, being annexure- "A" duly bordered thereon in "GREEN".

**THE SCHEDULE – 'C' ABOVE REFERRED TO**

**(Common Parts and Portions)**

1. The foundation columns beams support corridors lobbies stair stairways landings entrances exits and pathways.
2. Toilets and bathrooms for use of durwans, drivers, maintenance staff of the premises.
3. The durwans & maintenance staff rest room with electrical wiring switches and points fittings and fixtures.
4. Transformer electrical wiring meters and fittings and fixtures for lighting the staircase lobby and other common areas (excluding those as are installed for any particular Flat/Unit/Apartment and spaces required therefore.
5. Windows/doors/grills and other fittings of the common area of the premises.
6. Three passenger lifts with all machineries accessories and equipments (including lift machine rooms) and lift wells for installing the same and lift lobbies on all floors.
7. Electrical Sub-Station, Electrical Control Panels and accessories, subject to necessary permissions.
8. Water Pump and common pumping installations for pumping of water from underground water tanks to the reservoirs on the roof.
9. Standby diesel generator set for common lights as well as for operation of lifts and pumps during power failure and room/space therefore.
10. Drainage and Sewerage evacuation pipes from the Units to drains and sewers common to the New Building.
11. Outer walls of the New Building, foundation walls, Boundary Walls and Main gate to the New Building and the premises.
12. Overhead Water Tank and underground water reservoir with distribution pipes there from connecting to different Units, if any, and from the underground water reservoir to the over-head water tanks.

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Director / Authorized Signatory

29/12/25

13. Such other common parts areas equipments installations fixtures fittings covered and open space in or about the said Premises and / or the building as are necessary for passage to or use and occupancy of the Flat/Unit/Apartment as are necessary.

**THE SCHEDULE - 'D' ABOVE REFERRED TO**

**(Consideration Amount)**

**PART - I**

1) The consideration payable by the Purchaser to the Vendor party for sale of the said Unit and proportionate undivided share in the common areas and installation and the said share in the said premises shall be as follows:-

- (i) Consideration money for the said Unit calculated @

**On the basis of Carpet Area of the Flat**

Rs. \_\_\_\_\_/-

- (ii) Consideration money for the grant of right  
for parking one motor car on the

**Covered car parking** area of the premises

N. A.

**Total**

Rs. \_\_\_\_\_/-

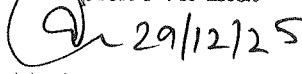
**(Rupees Twenty Four Lakh Sixty Seven Thousand Two Hundred and Fifty only)**

**PART - II**

The amount mentioned in **PART-I** hereinabove shall be paid by the Purchaser to the Vendor in installment as follows:

1) Booking money at or before the execution	--	10	%
2) On execution of this of Agreement	--	10	%
3) On completion of Foundation	--	15	%
4) On completion of 1 <sup>st</sup> Floor Slab	--	15	%
5) On completion of 2 <sup>nd</sup> Floor Slab	--	15	%
6) On completion of 3 <sup>rd</sup> Floor Slab	--	10	%

Nirmal Complex Pvt. Ltd.

 29/12/25

Director / Authorized Signatory

7)	On Roof Casting	--	10	%
8)	On completion of Brick Work	--	5	%
9)	On or before the date of possession	--	10	%

2) Time for payment shall always be the essence of these presents.

3) All payments shall be paid at the registered office of the Vendor and all cheques shall be payable in favour of **M/S NIRMAL COMPLEX HOUSING PVT. LTD.** against proper receipts being granted by the Vendor, it being expressly agreed that the Purchaser shall not be entitled and agree not to set up any oral agreement regarding the payments and due performance and observance of the terms and conditions herein contained or regarding any verification or modification of the terms and conditions herein contained unless confirmed by the Vendor as the case may be in writing.

4) The Purchasers have also agreed to pay to the Vendor in addition to the consideration hereinabove proportionately all applicable statutory outgoings and expenses, including all charges and costs for any alterations in the said Unit or any other extra facilities / specifications in construction etc. which the Vendor may on a later date decide to provide which is presently not taken into consideration.

5) In addition to the aforesaid consideration, the Purchasers shall also deposit with the Vendor the amounts (details of which are mentioned in the SCHEDULE – 'G' hereunder written) and payment of such amounts shall be made at or before taking possession of the said Unit.

6) In the event of non payment of any of the amounts agreed to be paid by the Purchaser, the Purchaser shall be liable and the Vendor shall be entitled to interest at the rate of 18 % per annum and this will be without prejudice to any of the other rights and contentions which the Vendor may have against the Purchaser including the right of termination of this Agreement as hereinbefore provided.

**THE SCHEDULE – 'E' ABOVE REFERRED TO**

**(Specifications)**

Structure	:	RCC-framed structure with earthquake resistant foundation. Cements used: <i>Ambuja, Lafarge, Ultratech, Birla, ACC*</i> .
Elevation	:	Modern elevation, conforming to latest international design
External Finish	:	<i>Ace Exterior Emulsion*</i> Painted by certified <i>Asian Paints/ Berger Applicator*</i> , and other effects as applicable.
Ground Floor Lobby	:	Beautifully decorated main entrance lobby.
Doors & Hardware	:	Quality wooden frames with solid core flush doors. All doors with high- quality laminate on

Nirmal Complex Pvt. Ltd.

Director / Authorized Signatory

Gm 29/12/25

		both sides. Door handles of Godrej*. Main door with premium handle and eye-hole. Main door lock by <i>Godrej*</i> .
Internal Finish	:	Plaster of Paris.
Windows	:	Color anodized / Powder coated Aluminum sliding windows with clear glass (using high quality aluminum) and window sills.
Flooring	:	Vitrified tiles in Living/Dining room & bedrooms. Marble in Kitchen. Ceramic tiles in Toilets.
Kitchen	:	Granite slab with stainless steel sink. Wall Tiles upto 2 (two) feet height above Kitchen counter.
Toilet	:	Hot and Cold water lines with <i>CPVC*</i> pipes. (new plumbing material from <i>Noveon, USA*</i> ). CP fittings of <i>Jaquar*</i> . Dado of ceramic tiles upto door height. Sanitaryware with EWC with ceramic cistern and basin With pedestal of <i>Hindware*</i>
Elevators	:	1 (one) Passenger lift of <i>Kone*</i> .
Electrical	:	a) Concealed <i>Polycab*</i> copper wiring with modular switches. b) TV/Telephone/Broadband points in master bedroom and living room. c) Two Light Points, one Fan Point, one 5A point in all bedrooms. d) One 15A Geyser point in All Toilets. e) One 15A & one 5A points, refrigerator point, and exhaust fan points in kitchen. f) One AC point in master Bedroom. g) Modern MCBs and Changeovers of <i>Havells/HPL*</i>
Generator	:	24 hour power backup for all common services. Generator back up of <b>500 W</b> for 2 bedroom flats and <b>750 W</b> for 3 bedroom flats.
Landscape	:	Professionally designed and executed landscaping
Water Supply	:	Underground and Overhead storage tanks of suitable

Nirmal Complex Pvt. Ltd.

 29/12/25  
 Director / Authorized Signatory

capacity. Borewell will be available as an auxiliary water supply.

Security

Intercom facility and 24 hrs. security personnel.

**THE SCHEDULE - 'F' ABOVE REFERRRED TO**

**(Maintenance Charges)**

1. **MAINTENANCE** : All costs and expenses for maintaining, white-washing, painting, repainting, repairing, renovating, redecorating, renewing and replacing the main structure, all the Common Areas and Installations common machineries, equipments installations and accessories for common services utilities and facilities (including the outer walls of the New Building) gutters and water pipes, drains and electric cables and wires in under or upon the New Building, staircase of the New Building and the boundary walls of the New Building.

2. **OPERATIONAL** : All expenses for running and operating, working and maintenance of all machineries, equipments, installations and accessories for common facilities and utilities (including generator, lifts, water pump with motor etc.) and all costs of cleaning and lighting the main entrance passage, landings, staircase and other common areas of the New Building and keeping the adjoining side space in good and repaired conditions.

3. **STAFF** : The salaries of and all other expenses on the staff (including janitors/officers, clerks, bill-collector, liftman, chowkidars, sweepers, caretakers, electrician plumbers and other persons) to be employed for the common purposes (including bonus and other emoluments and benefits).


4. **ASSOCIATION** : Establishment and all other expenses of the association or cooperative society (including its formation) and also similar expenses of the Vendor or any agency looking after the Common Purposes until handing over the same to the Association.

5. **TAXES** : Municipal and other rates, Sales Tax, VAT, Service Tax and any other Tax and levies and all other outgoings in respect of the said premises (save those assessed separately in respect of any unit).

6. **COMMON UTILITIES** : Expenses for serving/supply of common facilities and utilities and all charges incidental thereto.

7. **RESERVES** : Creation of funds for replacement, renovation and/or other periodic expenses

Nirmal Complex Pvt. Ltd.

 29/12/25  
Director / Authorized Signatory

8. **OTHERS :** All other expenses and/or outgoings including litigation expenses as are incurred by the Vendor and/or the Association or Co-operative Society for the Common Purposes.

**THE SCHEDULE - 'G' ABOVE REFERRED TO:**  
**(Extra Charges & Deposits)**

- 1) The full amount of Security Deposit and other costs payable to the CESC Ltd., for giving direct electric meter in respect of the said unit and proportionate share of the total amount of Security Deposit and other costs payable to the CESC Ltd., for the electric meters for maintenance running and operating any common area or installation.
- 2) Costs charges and expenses for electrical sub-station, transformer, wiring, cables and other related equipments and accessories including their installations, being Rs.25/-(Rupees Twenty Five Only) per square feet.
- 3) Costs charges and expenses for generator and other related equipments and accessories including installation of the same for supply of power in each unit (including the said Unit) from such generator during power failure, being Rs.16/- (Rupees Sixteen Only) per square feet.
- 4) Costs charges and expenses for intercom connections in all flats including wiring for installation of the same being Rs.2/-(Rupees Two Only) per square feet.
- 5) Costs charges and expenses for formation of the Association being Rs.1/-(Rupees One Only) per square feet.
- 6) Betterment fees, development charges and other levies Sales Tax, VAT, Service Tax and any other Tax duties and statutory liabilities that may be charged on the premises or the said Unit or on its transfer or construction in terms hereof partially or wholly, as the case may be.
- 7) In addition to the Extras and Deposits the purchaser shall also deposit and / or keep deposited with the vendor/s , a sum calculated @ Rs.12/-(Rupees Twelve Only) per square feet of the super built-up area of the said Unit, towards common expenses to remain in deposit with the Vendor/s to meet there from in the event of

Nirmal Complex Pvt. Ltd.  
 29/12/25  
Director / Authorized Signatory

default by the Purchaser, in making payment of the maintenance charges and proportionate liability towards the other common expenses (including those mentioned in the SCHEDULE "F" hereunder written) in terms hereof.

8) In addition to the aforesaid Extras and Deposits the purchaser shall also deposit and/or keep deposited with the vendor/s a sum calculated @ Rs. 25/- (Twenty-Five only) per square feet of the super built-up area of the said Unit, towards Sinking Fund.

IN WITNESS WHEREOF the parties hereto 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:

1.

2.

Nirmal Complex Pvt. Ltd.

Director / Authorized Signatory


.....  
SIGNATURE OF VENDORS AND  
CONFIRMING PARTIES

.....  
SIGNATURE OF PURCHASER

AGREEMENT FOR SALE

BETWEEN

Nirmal Complex Pvt. Ltd.

 29/12/25  
Director / Authorized Signatory



ORS

M/S NIRMAL COMPLEX PVT. LTD. &amp;

VENDORS

&amp;

MR. \_\_\_\_\_

MRS. \_\_\_\_\_

PURCHASERS

EDEN FLORA - II

BLOCK NO- II

\_\_\_\_ FLOOR, FLAT NO. \_\_\_\_

Nirmal Complex Pvt. Ltd.

A 29/12/25

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