

**AGREEMENT FOR SALE**

**THIS AGREEMENT FOR SALE** made this                      day of                      Two Thousand and Seventeen  
(2017) A.D.

**BETWEEN**


**M/S. NORTECH PROPERTY PRIVATE LIMITED**, a Private Limited Company, within the meaning of Companies Act, 1956, as extended by the Companies Act' 2013, Holding PAN : AACCN0602N, having its Registered Office at 17/1, Lansdowne Terrace, P. S. - Lake, Kolkata -700 026 and represented by its Authorised Signatory, Mr. -----, son of Mr. -----, hereinafter called and referred to as the "**DEVELOPER/ SELLER**" (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its Director or Directors, successors in office and assigns etc.) of the **FIRST PART.**

**AND**

(1) **M/S. BANDHAN HIRISE PRIVATE LIMITED**, a Private Limited Company, within the meaning of Companies Act, 1956, as extended by the Companies Act' 2013 holding PAN : AACCB7608J and having its Registered Office at 17/1, Lansdowne Terrace, P. S. - Lake, Kolkata -700 026 AND (2) **M/S. BHAGWATI NIKETAN PRIVATE LIMITED**, a Private Limited Company, within the meaning of Companies Act, 1956, as extended by the Companies Act' 2013 and having its Registered Office at 17/1, Lansdowne Terrace, P. S. - Lake, Kolkata -700026, holding PAN : AACCB7608J, hereinafter and represented by their respective Authorised Signatory, Mr. -----, son of Mr. -----, jointly, called and referred to as the '**VENDOR**' (which expression unless excluded by or repugnant to the subject or context to be deemed and include its Successors-in-interest, agents and assigns etc.) of the **SECOND PART.**

**AND**

NORTECH PROPERTY PRIVATE LIMITED

  
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(1) MR. \_\_\_\_\_, son of Mr. \_\_\_\_\_, aged about \_\_\_\_\_ years, holding PAN : \_\_\_\_\_, by Occupation - \_\_\_\_\_, by Nationality - Indian, by Faith - \_\_\_\_\_  
 --- AND (2) MRS. \_\_\_\_\_, wife of Mr. \_\_\_\_\_, aged about \_\_\_\_\_ years, holding PAN : \_\_\_\_\_, by Occupation - \_\_\_\_\_, by Nationality - Indian, by Faith - \_\_\_\_\_, both presently residing at \_\_\_\_\_, P. S. : \_\_\_\_\_, hereinafter, jointly, called and referred to as the 'PURCHASER' (which term and expression shall unless excluded by or repugnant to the context to be deemed to include their heirs, executors, administrators, representatives and assign etc.) of the **THIRD PART.**

#### RECITALS

**WHEREAS** one Debendra Nath Dey Sarkar and others had established a Company under the name and style of 'SUBURBAN AGRICULTURAL DIARY & FISHERY' under the provision of the Companies Act, 1956 and transferred their said entire property in the name of the said Company by virtue of a registered 'Deed of Conveyance' which was registered in the office of Alipur Joint Sub Registrar on 01/05/1939 and duly recorded in Book No- 1, Volume No- 9, Pages in written- 68 to 83, Deed No- 440 and for the year 1939.

**AND WHEREAS** in the records of the Cadastral Settlement it was inserted that the said Company namely the 'SUBURBAN AGRICULTURAL DIARY & FISHERY' was the owner and / or the occupier of 08 Annas 17 Gandas 3 Kara 1 Kranti and in order to get its said share of property, the said Company filed a Suit for Partition and Declaration being the **T. S. No- 16 of 1941** before the Ld. Court of the 3<sup>rd</sup> Sub Judge at Alipore against the other 16 Co- Sharers in respect of the said entire property.


**AND WHEREAS** by virtue of the said "Suit for Partition and Declaration" was disposed by the said Learned Court and the said Company i.e. the 'SUBURBAN AGRICULTURAL DIARY & FISHERY' was entitled to get a share of 08 Annas 17 Gandas 3 Kara 1 Kranti as demanded by them and the other 16 Co- sharers of the said entire property being the Respondents therein were entitled with the rest part and as such the said Company and the other 16 Co- Sharers became the joint owners in respect of the said property.

**AND WHEREAS** the said Learned Court of 3<sup>rd</sup> Sub Judge at Alipore being satisfied with the application filed by the Parties in the said T.S. No- 16 of 1941 and according to the reports submitted by the Ld. Pleader Commissioner passed the Final Decree being the **Order No- 544 dated 14<sup>th</sup> July 1971** and as such said property was amicably divided. As a result thereof 'SUBURBAN AGRICULTURAL DIARY & FISHERY' was entitled to get a share of 08 Annas 17 Gandas 3 Kara 1 Kranti as demanded by them and finally became the owner in respect of their landed property.

**AND WHEREAS** while enjoying the said property, said 'SUBURBAN AGRICULTURAL DIARY & FISHERY' with a view to sell out the some portion of land out of the said total landed property.

**AND WHEREAS** while the said 'SUBURBAN AGRICULTURAL DIARY & FISHERY' was enjoying the right, title, interest and possession in respect of their 08 Annas 17 Gandas 3 Kara 1 Kranti share in total landed property sold, conveyed and transferred landed property measuring more or less 13.02 acres appertaining to R.S. Dag No- 90 under R.S. Khatian No- Formerly 103 (now 147/1) & 104 in

NORTECH PROPERTY PRIVATE LIMITED,

  
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Mouza- Nayabad to one **SHRI KANTI RANJAN CHAKROBORTY**, son of Late Nalini Mohan Chakraborty and **SHRI KALI NARAYAN BHATTYACHARYA**, son of Late Girish Chandra Bhattacharjee by virtue of two 'Deed of Conveyances' which was registered in the office of the S. R. Alipore on 23/05/1975 and duly recorded in Book No. - I, Volume No. - 89, written in Pages 206 to 223, Deed No- 4533 and for the Year 1975 and Book No- I, Volume No.- 129, Pages in written 58 to 71, Deed No- 4534 and for the Year 1975 respectively.

**AND WHEREAS** while the said one **SHRI KALI NARAYAN BHATTYACHARYA** and one **SHRI KANTI RANJAN CHAKROBORTY** were enjoying the right, title, interest and possession in respect of their aforesaid property appertaining to R.S. Dag No-90 under R.S. Khatian No. - 103 (now 147/1) & 104 in Mouza- Nayabad sold, conveyed and transferred a land measuring more or less 01 Bigha 01 Kattah 08 Chittaks to one **SHRI PRAN BALLAV ROY**, son of Late Radha Ballav Roy by way of 'Deed of Conveyance' which was registered in the office of the S.R. Alipore on 27/06/1975 and duly recorded in Book No- I, Volume No. - 84, Pages in written 48 to 53, Deed No- 3235 and for the Year 1975.

**AND WHEREAS** while the said one **SHRI PRAN BALLAV ROY**, son of Late Radha Ballav Roy was enjoying the right, title, interest and possession in respect of his 1Bigha 1Kattah 8 Chittaks appertaining to R.S. Dag No-90 under R.S. Khatian No. - 103 (now 147/1) & 104 in Mouza- Nayabad sold, conveyed and transferred measuring more or less 11 Kattah 08 Chittaks out of 01 Bigha 01 Kattah 08 Chittaks to one **SHRI DHIRENDRA NATH MAITRA**, son of Shri Bhuban Mohan Maitra and **SHRI NANTU PAUL ROY**, son of Late Hem Chandra Paul Roy by way of a 'Deed of Conveyance' which was registered in the office of the D. R. Alipore on 29/11/1990 and duly recorded in Book No- I, Volume No.- 404, written in Pages 171 to 179, Deed No- 16275 and for the Year 1990.

**AND WHEREAS** while the said one **SHRI DHIRENDRA NATH MAITRA**, son of Shri Bhuban Mohan Maitra and **SHRI NANTU PAUL ROY**, son of Late Hem Chandra Paul Roy had been enjoying the right, title, interest and possession in respect of their 11Kattah 8 Chittaks of landed property, and the said owners for the sake of their convenience to transfer the said property executed a registered 'Power of Attorney' on 27/03/1992 through which they duly nominated, constituted and appointed **SHRI ARUN KUMAR CHAKRABORTY**, son of Late Harendra Lal Chakraborty which was registered in the office of S.R. Alipur and duly recorded in the Book No - IV, Deed No - 336 and for the year 1992.

**AND WHEREAS** while the said **SHRI DHIRENDRA NATH MAITRA**, son of Shri Bhuban Mohan Maitra and **SHRI NANTU PAUL ROY**, son of Late Hem Chandra Paul Roy had been enjoying the right, title, interest and possession in respect of the aforesaid land i.e. measuring more or less 11Kattah 8 Chittaks appertaining to R.S. Dag No. - 90 under R.S. Khatian No. - 103 (now 147/1) & 104 in Mouza- Nayabad, sold, conveyed and transferred plot of land measuring more or less 05 Kattah 02 Chittaks 15 Sqft to one **SMT. SARMILA MUKHERJEE**, wife of Shri Subhendu Mukherjee which was executed by **SHRI ARUN KUMAR CHAKRABORTY**, son of Late Harendra Lal Chakraborty as "Lawful Attorney" of the said owners **SHRI DHIRENDRA NATH MAITRA**, and **SHRI NANTU PAUL ROY** and it was registered in the office of the D. R. Alipore on 26/05/1993 and duly recorded in Book No- I, Volume No.- 118, written in pages - 181 to 195, Being no. - 7191 and for the Year 1993.

**AND WHEREAS** while the said **SMT. SARMILA MUKHERJEE**, wife of Shri Subhendu Mukherjee has been enjoying the right, title, interest and possession in respect of the said land i.e. 5 Kattah 2 Chittaks

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15 Sqft of landed property comprising in R.S. Dag No. 90 under R.S. Khatian No. - 103 (now 147/1) & 104 in Mouza - Nayabad, some portion of land i.e. 06 Chittaks 25 Sqft of land, more or less, merged with the development of K.M.C. Road work and as such the net land of the said **SMT. SARMILA MUKHERJEE**, wife of Shri Subhendu Mukherjee became 04 Kattahs 11 Chittaks 25 Sqft.

**AND WHEREAS** while the said **SMT. SARMILA MUKHERJEE**, wife of Shri Subhendu Mukherjee was enjoying her right, title, interest and possession in respect of aforesaid 04 Kattahs 11 Chittaks 25 Sqft of landed property comprising in R.S. Dag No. 90 under R.S. Khatian No. 103 (now 147/1) & 104 in Mouza - Nayabad mutated her name in respect of aforesaid property before the authority of "Kolkata Municipal Corporation" vide Assessee No- 31-109-08-1732-6 and **Premises No. - 1732, Nayabad, Kolkata- 700094** and she has been paying taxes regularly thereon.

**AND FURTHER WHEREAS** while the said **SHRI DHIRENDRA NATH MAITRA**, son of Shri Bhuban Mohan Maitra and **SHRI NANTU PAUL ROY**, son of Late Hem Chandra Paul Roy had been enjoying the right, title, interest and possession in respect of the rest land i.e. measuring more or less 06 Kattah 05 Chittaks 30 Sqft appertaining to R. S. Dag No. - 90 under R.S. Khatian No. - 103 (now 147/1) & 104 in Mouza - Nayabad was sold, conveyed and transferred measuring more or less 02 Kattah 10 Chittaks net land to one **SMT. SARMILA MUKHERJEE**, wife of Shri Subhendu Mukherjee which was executed by **SHRI ARUN KUMAR CHAKRABORTY**, son of Late Harendra Lal Chakraborty as "Lawful Attorney" of the said owners **SHRI DHIRENDRA NATH MAITRA**, and **SHRI NANTU PAUL ROY** and it was registered in the office of the D.S.R-III, Alipore on 31/01/2000 and duly recorded in Book No-1, Volume No.- 16, written in pages - 310 to 325, Being no- 514 and for the Year 2001.

**AND WHEREAS** while the said **SMT. SARMILA MUKHERJEE**, wife of Shri Subhendu Mukherjee was enjoying her right, title, interest and possession in respect of aforesaid 04 Kattahs 11 Chittaks 25 Sqft of landed property vide purchase Deed No-7191/1995 and aforesaid 02 Kattahs 10 Chittaks of landed property vide purchase Deed No-514/2001, altogether while the said **SMT. SARMILA MUKHERJEE**, wife of Shri Subhendu Mukherjee had been enjoying her right, title, interest and possession in respect of schedule 07 Kattahs 05 Chittaks 25 Sqft of landed property comprising in R.S. Dag No. 90 under R.S. Khatian No. 103 (now 147/1) & 104 in Mouza - Nayabad.

**AND FURTHER WHEREAS** said **SMT. SARMILA MUKHERJEE**, sold, conveyed and transferred her demarcated scheduled land i.e. measuring more or less 07 Kattahs 05 Chittaks 25 Sqft of landed property comprising in R.S. Dag No. 90 under R.S. Khatian No. 103 (now 147/1) & 104 in Mouza - Nayabad, to (1) **M/S. BANDHAN HIRISE PRIVATE LIMITED** and (2) **M/S. BHAGWATI NIKETAN PRIVATE LIMITED**, the Vendor herein at a valuable consideration, by virtue of a 'Deed of Conveyance' Registered at the office of A.R.A. - I, Kolkata vide Deed No. 07848 for the year 2009 recorded in Book No. - 1, CD Volume No. 17, written in Page no. 7422 to 7441 and the said land was free from all encumbrances, charges, mortgages, disputes, dependences, acquisitions, requisitions, alignments.

**AND FURTHER WHEREAS** while the said one **SHRI KALI NARAYAN BHATTYACHARYA** and one **SHRI KANTI RANJAN CHAKROBORTY** were enjoying the right, title, interest and possession in respect of their aforesaid property appertaining to R.S. Dag No-90 under R.S. Khatian No. - 103 (now 147/1) & 104 in Mouza- Nayabad sold, conveyed and transferred a land measuring more or less 15 Kattah to one **SMT. SABITRI GANGULY**, wife of Shri Bibhuu Bhusan Ganguly by way of 'Deed of Conveyance'

NORTECH PROPERTY PRIVATE LIMITED

  
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which was registered in the office of the S.R. Alipore on 24/05/1975 and duly recorded in Book No- I, Volume No.- 86, Pages in written 99 to 104 Deed No- 2720 and for the Year 1975.

AND FURTHER WHEREAS said **SMT. SABITRI GANGULY**, wife of Shri Bibhuti Bhusan Ganguly while enjoying the right, title, interest and possession in respect of her 15 Kattahs land appertaining to R. S. Dag No. - 90 under R. S. Khatian No. - 103 (now 147/1) & 104 in Mouza - Nayabad, sold conveyed and transferred the same to one **SHRI SASANKA SEKHAR CHOWDHURY**, son of Late Kallikrishna Chowdhury by virtue of a 'Deed of Conveyance' which was registered in the office of D.R. Alipore on 04/05/1979 and duly recorded in Book No- I, Volume No.- 85, written in Pages 164 to 169 Deed No- 2429 and for the Year 1979.

AND FURTHER WHEREAS said **SHRI SASANKA SEKHAR CHOWDHURY**, sold, conveyed and transferred his demarcated scheduled land i.e. measuring more or less 03 Kattahs of landed property out of the aforesaid 15 Kattahs, comprising in R.S. Dag No. 90 under R.S. Khatian No. Formerly 103 (now 147/1) & 104 in Mouza - Nayabad to (1) **M/S. BANDHAN HIRISE PRIVATE LIMITED** and (2) **M/S. BHAGWATI NIKETAN PRIVATE LIMITED**, the Vendor herein at a valuable consideration by virtue of a 'Deed of Conveyance' Registered at the office of A.R.A. - I, Kolkata vide Deed No. 07955 for the year 2009 recorded in Book No. - I, CD Volume No. 18, written in Page no. 827 to 843 and the said land was free from all encumbrances, charges, mortgages, disputes, lispendences, acquisitions, requisitions, alignments.


AND WHEREAS thus the said (1) **M/S. BANDHAN HIRISE PRIVATE LIMITED** and (2) **M/S. BHAGWATI NIKETAN PRIVATE LIMITED**, had become the joint owner and had been enjoying the right, title, interest and possession in respect of the plot of land altogether measuring area about **09 Kattah 05 Chittaks 25 Sft.** comprising in R.S. Dag no- 90 under R. S. Khatian no. - Formerly 103 (now 147/1) & 104 in Mouza- Nayabad, and mutated its name before the authority of Kolkata Municipal Corporation vide **Assessee No. - 31-109-08-1732-6** and **Premises No. - 1732, Nayabad, Kolkata- 700 094** and it has been paying taxes regularly.

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 the said Vendor has undertaken the construction of the building on the plot of land owned by the said Vendor, particulars of which are described in First Schedule hereunder written and hereinafter called the said land and has obtained a building plan duly sanctioned from Kolkata Municipal Corporation bearing **Sanction No. 2017120018 dated 04/05/2017**

AND WHEREAS by an Agreement dated **25.09.2017**, entered into between the Vendor and the Developer, the Vendors have granted the exclusive right of development in respect of the said property unto and in favour of the Developer herein for the consideration and subject to the terms and conditions contained and recorded in the said Agreement [ hereinafter referred to as the **JOINT DEVELOPMENT AGREEMENT**] and the said Development Agreement was duly registered at the

NORTECH PROPERTY PRIVATE LIMITED

  
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Office of Additional Registrar of Assurances - I, Kolkata, recorded in Book No. 1, CD Volume No. - 1630-2017, Page from 94336 to 94370, being Deed No. - 3000 for the year 2017.

**AND WHEREAS** by and under the said Joint Development Agreement it has been agreed between the parties thereto that the Various Flats units apartments constructed spaces will be sold and transferred by the Developer and the total revenue accruing therefrom shall be shared between the Vendor and the Developer in the manner as provided for in the said Development Agreement.

**AND WHEREAS** Vendors have given a Registered Power of Attorney dated **23.10.2017**, duly registered at the Office of - at the Office of Additional Registrar of Assurances - I, Kolkata, recorded in Book No. - IV, Volume No. **1630 - 2017**, written in Page No. **94371 to 94395**, being Deed No. - **03014** for the year 2017 in favour of the Developer granting the several powers therein stated for smooth execution of the construction works in terms of the said Joint Venture Agreement.

**AND WHEREAS** the Vendor and Developer have jointly agreed to sell flats available to the respective purchasers /holders of the new building to be constructed by the said Developer. The rights of access to and from the respective flats of the said building to be purchased by the respective purchasers including the above named purchaser from through and along 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 free ingress and egress from the main public Municipal Road up to the places of the said building in the said complex.

**AND WHEREAS** by and under the said Joint Development Agreement, it has been agreed between the parties hereto that the various flats, units, apartments, constructed spaces/areas will be sold and transferred by the Developer. the Developer will initially receive the all the amounts agreed to be paid by all the Purchasers and thereafter the Gross Revenue (as defined therein) are to be shared between the Developer and the Vendor in the ratio morefully and particularly mentioned in the said Joint Development Agreement. The Vendors shall also join the sale documents..

**AND WHEREAS**, the Vendor/Developer has caused a plan being **2017120018 dated 04/05/2017** (hereinafter referred to as the said **PLAN**) sanctioned by the authority concerned whereby the Developer has become entitled to undertake the development of the said premises by causing new buildings to be constructed at the said Premises comprising of various flats units apartments constructed spaces having a specific area of land dedicated to such building and also sanctioned car parking spaces.

**AND WHEREAS** the Purchaser has considered the title of the vendor in respect of the said land and also considered the sanctioned plan of the said building and is fully satisfied about the title of the vendor and the rights of Developer to Construct the building and being desirous of acquiring on ownership basis all that **FLAT/UNIT NO. ....** on the **---** **FLOOR** in **BLOCK - '---'** of the new building admeasuring Carpet Area of **.....** Sft. equivalent to Super Built Area of about **-----** **SFT.**, be little more or less, **TOGETHER WITH** right to park **ONE** small/ medium sized motor car on the **COVERED CAR PARKING SPACE** as shall be allotted by the Developer on the ground floor of the said building morefully and particularly mentioned and described in **SECOND SCHEDULE** hereunder written has applied for purchasing the same **AND** by the Vendor/ Developer have agreed to allot the same to the purchaser with

**MOHATA PROPERTY PRIVATE LIMITED**

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entitlement of proportionate indivisible undivided share in the land below/beneath the 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 SECOND SCHEDULE hereunder written AND the parties hereto have agreed to enter into this agreement recording the consideration money and also The terms and conditions agreed upon between the parties.


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

**ARTICLE I- DEFINITIONS**

In these presents unless there is anything in the subject or context inconsistent with the following expression shall have the meaning assigned against them.

- 1.1 **ARCHITECT** shall mean M/s. MOZAIC, of P-543, Raja Basanta Roy Road, Kolkata-700029, or any other firm of architects appointed by the Developer.
- 1.2 **BUILDING** shall mean every single building to be constructed at the said premises in accordance with the said sanctioned plan with such variations as may be permitted.
- 1.3 **COMMON FACILITIES** shall include lift, corridors, hallways, stairways, landings, water reservoir, tube well, pump room, passageways, driveways, parkways and generator room and other spaces and facilities whatsoever required for the establishment, location, enjoyment, provision, maintenance and/or management of the proposed building and/or common facilities of them as the case may be.
- 1.4 **COMMON PURPOSE** shall mean and include the purpose of maintaining the proposed premises and the said proposed building and in particular the common parts and meeting of the common expenses and matters relating to mutual rights and obligations of the owners of various Flat/Unit/Apartment and common use and enjoyment thereof.
- 1.5 **CO-OWNERS** according to the context shall mean all the buyers/owners who from time to time have purchased or agreed to purchase and taken possession of any Unit including the Vendor / Developer for those units, spaces, rooms, parking areas etc. not alienated or agreed to be alienated by them.
- 1.6 **COMMON AREAS AND INSTALLATIONS** shall mean and include the areas of installations and facilities comprised in the proposed Premises as mentioned and specified in the **THIRD SCHEDULE** hereunder written and expressed or intended by the Vendor / Developer for common use and enjoyment of the Co-owners But shall not include any open terrace on any floor of the New Proposed building attached to any flat/unit and also shall not include the parking spaces at or within the premises which the Vendor / Developer may use or permit to be used for parking of motor cars and other vehicles in the said building complex. The Vendor/Developer shall have the absolute right to deal with the same, to which the purchaser hereby consents.
- 1.7 **COMMON EXPENSES/ THE MAINTENANCE EXPENSES** shall mean the proportionate share of common expenses to be paid borne and contributed by the intending purchasers for rendition of common services briefly described and without limitation in **SIXTH SCHEDULE** hereunder written.
- 1.8 **PARKING SPACES** shall mean spaces in or portions of the ground floor of the new building and also spaces in the open compound at the ground level of the premises for parking of only one vehicle of small/medium size unto the intending purchasers of flat on the complex.

NORTECH PROPERTY PRIVATE LIMITED

  
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- 1.9 **PREMISES** shall mean ALL THAT the Premises, Namely, "EDEN CROWN", at 1732, Nayabad, Kolkata -700 094 under Mouza - Nayabad, within K.M.C. Ward No.-109, P.S.: Purba Jadavpur, Dist: South 24 PGS, West Bengal, morefully and particularly described in the **FIRST SCHEDULE** hereunder written.
- 1.10 **PLAN** shall mean the proposed plan bearing **Building Plan No. ----- dated -----** duly approved by the Kolkata Municipal Corporation and shall include such modification or variation as may be made by the Vendor/Developer from time to time with prior sanction from the authorities concerned.
- 1.11 **HOUSE RULES/USER** shall mean the rules and regulations regarding the user/holding of the said Flat/Unit/Apartment as hereinafter stated.
- 1.12 **SALEABLE SPACE** shall mean the space in the proposed building available for independent use and occupation after making due provisions for common facilities and the space required thereof.
- 1.13 **THE SAID FLAT AND THE PROPERTIES APPURTENANT THERETO** shall mean **FLAT/UNIT/APARTMENT NO. ---- on the ----- FLOOR** at **BLOCK - '---'** of the new building under construction at the said premises containing by admeasurements Carpet Area of ..... Sq. equivalent to Super Built Up of ----- **Sq.** (be same little more or less) (hereinafter referred to as the said **FLAT**) **TOGETHER WITH** right to park **ONE** small/ medium sized motor car on the **COVERED CAR PARKING SPACE** on the ground floor of the said premises **TOGETHER WITH** the undivided proportionate share in the land comprised in the said Premises attributable thereto **AND TOGETHER WITH** the undivided proportionate share in common parts portions areas and facilities and / or amenities morefully described in the **SECOND SCHEDULE** hereunder written.
- 1.14 **CARPET AREA** shall mean the net usable floor area of an apartment, excluding the area covered by the external walls but includes the area covered by the internal partition walls of the flat.
- 1.15 **BUILT-UP AREA** shall mean the aggregate of : (i) the Carpet Area of the Apartment, (ii) the area of the Balcony(ies)/Deck(s)/Verandah(s) which exclusively comprise a part of the Apartment, (iii) the niches and (iv) areas under the services' shafts within the apartment and external walls of the Apartment, all as computed by the Architect.
- 1.16 **SUPER BUILT UP AREA** shall mean and include the total built up area forming part of the said flat plus such percentage attributable thereto for the common parts and portions as determined by the Architect at its sole discretion, and the decision of the Architect shall be final and binding on the Parties.
- 1.17 **"PROPORTIONATE" OR "PROPORTIONATELY" OR "PROPORTIONATE SHARE"** shall mean the proportion in which the Carpet Area of any unit bears to the Carpet Area of all units in the new proposed building, as determined by the Developer which shall be final and binding on all the End User, with the fractional number, if any, to be rounded off for convenience to the next following number.
- 1.18 **SAID UNIT** shall mean ALL THAT the residential unit being **FLAT/UNIT/APARTMENT NO. ---- on the ----- FLOOR** at **BLOCK - '---'** of the new building now in course of construction at the said premises, more fully and particularly mentioned and described in the **SECOND SCHEDULE** hereunder written **TOGETHER WITH** the open terrace, if any, attached thereto and if so specifically mentioned in the **SECOND SCHEDULE** hereunder written **AND TOGETHER WITH** proportionate, undivided, indivisible, impartible and variable share in the Common Areas and Installations and wherever the context so includes or permits shall include the right of parking motor car, if purchased, at the Parking Space on the ground floor of the said building complex as mentioned and described in the within stated **SECOND SCHEDULE** and also undivided proportionate individual

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variable share in land beneath the building containing the said flat, in respect whereof the Purchaser has agreed to acquire only for residential purposes.

- 1.19 BALCONY(IES)/DECK(S)/VERANDAH(S)** shall mean such constructed area(s) which are open on 3 (three) sides but covered on the top and which protrude out from an Apartment, which shall form and/or shall be deemed to form an integral part of such Apartment and the Purchaser shall not be entitled to make any construction thereon unless permitted by the authorities concerned and further subject to the prior written consent from the Developer.
- 1.20 TRANSFER** with its grammatical variations shall include a transfer by possession and by any other means adopted for effecting what is understood as a transfer of space in a multi storied proposed building to purchaser (s) thereof although the same may not amount to a transfer in law.
- 1.21 TRANSFREE** shall mean a person to whom any space in the proposed building has been transferred.
- 1.22 MASCULINE GENDER** shall include feminine gender and vice versa.
- 1.23 SINGULAR NUMBER** shall include plural number and vice versa.
- 1.24 HOLDING ORGANISATION** shall mean the Association or the Holding Organization of all flat holders of the proposed building formed of all the flat owners of all the flats of the proposed building including the said purchaser as the owner of the said flat hereby agreed to be sold and the said purchaser will join and be members of the said organization. The said Holding Organization/Association shall be formed by Vendor/ Developer upon sale and transfer of all the flats in the proposed building and on payment of all amounts due and payable by the all the flat purchaser in the proposed buildings payable towards the price of the said flat and also other deposits and security in terms of respective Agreement for sale and also upon all the flat purchasers in the proposed building having taken possession of the respective flats and/or will be deemed to have taken possession of the said flats and the said Holding Organization/Association shall take over management and maintenance and administration and repairs of the common portions of the proposed building and also of the common portions in the proposed building AND the Holding Organization/Association shall remain in control, management, maintenance, repairs and administration thereof. The purchaser shall pay proportionately to the said Association the proportionate share of the costs and expenses for the management, maintenance and administration, repairing and up-keeping of the common portion and other expenses necessary in respect of the said Proposed building regularly as per the bills of Holding Organization/Association.

#### ARTICLE II - INTERPRETATIONS

- 2.1** In this Agreement (save to the extent that the context otherwise so requires):-
- i) Any reference to any act of Parliament or State Legislation whether general or specific shall include any modification, extension or re-enactment of it for the time being in force and all instruments, orders, plans, regulations, bye-laws permissions or directions at any time issued under it.
  - ii) Reference to any agreement, contract deed or documents shall be construed as a reference to it as it may have been or may from time to time be amended, varied, altered, modified, supplemented or notated.
  - iii) An obligation of the Purchaser in this Agreement to do something shall include an obligation to ensure that the same shall be done and obligation on its part not to do something shall include an obligation not to permit, suffer or allow the same to be done.

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- iv) Words denoting Masculine gender shall include feminine and neutral genders as well.
- v) Words denoting singular number shall include the plural and vice versa.
- vi) A reference to a statutory provision includes a reference to any modification, consideration or re-enactment thereof for the time being in force and all statutory instruments or orders made pursuant thereto.
- vii) Any reference to this agreement or any of the provisions thereof includes all amendments and modification made in this Agreement from time to time in force.
- viii) The headings in this agreement are inserted for convenience of reference and shall be ignored in the interpretation and construction of this agreement.
- ix) The Schedules shall have effect and be construed as an integral part of this agreement.

#### ARTICLE III - COMMENCEMENT

- 3.1 This Agreement has commenced and / or shall be deemed to have commenced on and with effect from the date of execution of this Agreement. The Developer has agreed to construct the building/ buildings on the said of the said premises in accordance with the said sanctioned plan and as per the designs and specification approved/ sanctioned by Kolkata Municipal Corporation.

#### ARTICLE IV - WARRANTIES AND CONFIRMATION BY THE PURCHASER

- 4.1 The purchaser confirms that before entering into this agreement the purchaser has fully satisfied about:
- a) the title of the said Vendor in respect of the said Plot and also the Developer's right to construct the building on the said Plot of land as mentioned in the **FIRST SCHEDULE** and the purchaser agrees not to raise any requisitions on title or any objection thereto in any manner whatsoever.
  - b) the proposal, contents and dimensions of the construction of the said building being constructed by the Developer on the said plot of land as contained in the above mentioned sanction plan of the said building and all modifications and variations duly sanctioned.
  - c) the area of the said flat as per the said sanction plan.
  - d) specification and drawing of construction of the said flat including the common portion of the said building.
  - e) particulars of the common portions and parts in the said building to be constructed on the said Plot of land for the benefit and enjoyment in common by the flat holders in the said building.
  - f) the location/situation of ground level, common pathways and passages provided by the Vendor and Developer in the said complex for enjoyment in common by the flat holders of the respective building/block to be constructed by the said Developer and comprised in the said complex.
  - g) the total Carpet and Super Built-up Area to comprise in the said Unit.
  - h) the features of the flat agreed to be sold.

#### ARTICLE V - SALE AND TRANSFER


- 5.1 In consideration of the various amounts to be paid by the Purchaser as stated in this agreement and subject to Purchaser's performing and observing all the conditions and covenants to be performed and observed on the part of the Purchaser, the Vendor/Developer have agreed to sell and transfer and the purchaser has agreed to purchase from the Vendor/ Developer, ALL THAT the

**FLAT/UNIT/APARTMENT NO. ---- on the ----- FLOOR at BLOCK - '---' of the new building** now in course of construction at the said premises containing by admeasurements **CARPET AREA** of ..... **Sq.** equivalent to **SUPER BUILT UP** of ----- **Sq.** (be same little more or less) (hereinafter referred to as the said **FLAT**) **TOGETHER WITH** right to park **ONE** small/ medium sized motor car on the **COVERED CAR PARKING SPACE** on the ground floor of the said premises **TOGETHER WITH** the undivided proportionate impartible attributable share in the land beneath the said building comprised in the said Premises more fully and particularly described in the **SECOND SCHEDULE** hereunder written and **Together with** the undivided proportionate share in the common parts and portions more fully and particularly described in the **THIRD SCHEDULE** hereunder written, hereinafter collectively referred to as the said **FLAT/ UNIT AND THE PROPERTIES APPURTENANT THERETO.**

**ARTICLE VI - CONSIDERATION / PAYMENT**

- 6.1** In consideration of the aforesaid the Purchaser has agreed to make payment of an aggregated sum of **Rs. -----/- (Rupees ----- only)** hereinafter called the **CONSIDERATION AMOUNT** for the said **UNIT AND PROPERTIES APPURTENANT THERETO** (which amount includes the cost of construction of the said Flat/Unit/Apartment, common parts and facilities). The total Consideration Amount is based on tentative measurement of the Flat prior to granting possession of the Flat, accurate measurements will be taken and in case the variation, if any, is more or less than 2 % then, the final amount payable by the Purchasers will be determined in accordance with the rates which were prevailing on the date of this Agreement. Any additional amount payable by the Purchasers for any increase above 2% shall be paid by the Purchaser on or before taking possession of the Flat. Similarly, any amount refundable by the Vendor/ Developer for any decrease below 2% shall be refunded by the Vendor/ Developer or adjusted with any other dues of the Purchasers on or before possession of the Flat is taken by the Purchaser.
- 6.2** It is hereby expressly agreed by and between the Parties hereto that the Consideration Amount agreed to be paid by the Purchaser to the Developer is based on the provisional estimate of the Carpet Area of the said Flat, as stated in the **SECOND SCHEDULE**, hereto, with such Carpet Area of the said Flat/Unit being subject to a variation (plus/minus) of 2% (Two Percent), as aforesaid.
- 6.3** All payments shall be made by the Purchaser to the Developer within 15 (fifteen) days from the date of communication being given by the Developer to the Purchaser, and such communication shall be deemed to have been received by the Purchaser if the Developer has sent the same by Speed Post/Ordinary Post/Electronic mail/ or by any other mode at the address of the Purchaser as mentioned in the Agreement.
- 6.4** The entirety of the consideration amount will be paid by the Purchaser to the Developer, **M/S. NORTECH PROPERTY PRIVATE LIMITED** and all amounts paid to the Developer shall be a complete discharge of the obligation of the Purchaser to make payment under this agreement and / or in respect of the said Flat/Unit/Apartment.
- 6.5** In addition to the aforesaid consideration the Purchaser has also agreed to pay to the Developer and/or their nominee various amounts more fully and particularly mentioned and described in the **SEVENTH SCHEDULE** hereunder written and payment of such amounts shall be made at or before taking over possession of the said Flat/Unit/Apartment and in addition the Purchaser agreeing to make payment of the charges in respect of:

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- a) Charges for providing any additional work in or relating to the said Flat / Unit / Apartment at the request of the Purchaser and for providing any additional facilities or utility for the said Flat / Unit / Apartment, IT BEING EXPRESSLY AGREED THAT in the event of requiring the Developer to carry out any additional work into or upon the said Flat/Unit/Apartment intended to be acquired by the Purchaser the same will be done upon payment of the amount required to be incurred for carrying out such additional work to the said Vendor.
- b) All betterment fees, taxes and other levies charges imposed by the government or any other authority relating to the said Premises and / or the said Flat / Unit / Apartment shall be paid and borne by the Purchaser proportionate to his/her/their interest therein and those relating only to the said Flat/Unit/Apartment shall be borne solely and exclusively by the Purchaser.
- c) Proportionate share of any additional facility or amenity provided for in the said Complex/Building for the benefit of all the Flat/Unit/Apartment holders.
- 6.6 Time for payment is the essence of the contract. In the event of any default on the part of the Purchaser in making payment of any of the amounts agreed to be paid in terms of this Agreement Vendor/Developer shall be entitled to claim interest at the rate of 12% per annum on the amount remaining outstanding subject to what is provided hereinafter.
- 6.7 In the event of any default on the part of the Purchaser in making payment of any of the amounts in terms of this Agreement and if such default shall continue for a period of thirty days from the same becoming due, the Vendor/ Developer shall be entitled to and are hereby authorized to determine and / or rescind this Agreement and claim/deducting a sum equivalent to 10% of the Total Consideration Amount as and by way of predetermined liquidated damages and the Purchaser hereby consents to the same. Upon such termination, the Vendor/ Developer shall refund entire balance amount after deducting a sum equivalent to 10% of the consideration amount to the Purchaser, the amount advanced to it within 90 days from the date of such termination and the Purchaser shall cease to have any right or claim under this Agreement and/or in respect of the said Flat/Unit and the Vendor/ Developer shall be entitled to enter into agreements for sale and transfer with any other person or persons without any right/claim of the said Purchaser and the said Purchaser hereby consents to the same.
- 6.8 The Purchaser agrees and covenants not to claim any right or possession over and in respect of the said Flat/Unit/Apartment till such time the Purchaser has duly and within due time paid or deposited all the amounts herein agreed to be paid or deposited by the Purchaser.
- 6.9 It is hereby agreed and declared that the Purchaser has agreed and committed to make payment of the amounts payable in terms of these presents and it shall not be obligatory or necessary on the part of the Vendor/Developer to serve any notice or demand on the Purchaser.
- 6.10 In the event of the Vendor/ Developer providing any additional materials facilities or gadgets over and above what has been agreed upon for the benefit of the residents of the building, the Purchaser shall be liable to make payment of the proportionate share in respect thereof and the same shall form part of the common portions. However, whether or not such additional facilities or amenities are to be provided for will be entirely at the sole discretion of the Vendor/Developer and the Purchaser hereby consents to the same.
- 6.11 In the event the consideration exceeds the limit under section 194 - 1A of the Income Tax Act, 1961, the Purchaser shall be entitled to deduct the Tax Deductible at Source (TDS) from the total consideration to be paid to the Developer and as and when paid. The Purchaser shall deposit the amount so deducted with the appropriate authority as per the said provisions and shall also issue a certificate to the Developer to that effect.

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- 6.12 The Purchaser acknowledge(s) that in terms of the Joint Venture Agreement, the Developer will initially receive the all the amounts agreed to be paid by all the Purchasers and thereafter the Gross Revenue (as defined therein) are to be shared between the Developer and the Vendor in the ratio morefully and particularly mentioned in the said Joint venture Agreement.
- 6.13 The Purchaser shall be solely liable and responsible for compliance , as applicable, with the provisions of the Foreign Exchange Management Act, 1999 and the Foreign Exchange management (Acquisition and Transfer of Immovable Property in India) Regulations, 2000 and/or all other necessary and/or applicable provisions and/or applicable laws as laid down and/or passes and/or notified by the Government and/or the concerned statutory authorities and/or the concerned Authorities from time to time, including those pertaining to remittance of payment for acquisition of immovable property in India.
- 6.14 In the event the Purchaser is a Person of Indian Origin and/or a Non-Resident Indian, the Purchaser confirm(s) that all remittances shall be made out of foreign exchange remitted to India through normal banking channel or out of funds held in the Non-Resident External(NRE)/Foreign Currency Non-Resident((FCNR)/FCNR Special Deposit account of the Purchaser with banks in India along with a declaration to the effect that the Purchaser shall use the said Flat/Unit for residential purpose only. In the event the Purchaser is a Non-Resident Indian, the Purchaser may also remit the money out of the funds held in the Non-Resident Ordinary (NRO) account of the Purchaser, subject to the same being accompanied by a certificate of the banker of the Purchaser as to the source of the same. All refunds, if any, even to Non-Resident Indians and/or Person of Indian origin, will be made in Indian Rupees.

#### ARTICLE VII - CONSTRUCTION AND COMPLETION

- 7.1 The Seller hereby confirm that the Scheduled land is free from all encumbrances and they shall construct, erect and complete the said building and / or the said Flat / Unit/Apartment with such materials and / or specifications (more fully and particularly mentioned and described in the FIFTH SCHEDULE hereunder written) or as shall be recommended by the Architect and the Purchaser has agreed not to raise any objection whatsoever or howsoever.
- 7.2 The said Flat/Unit/Apartment shall be constructed in accordance with the said Plan duly sanctioned by the authorities concerned with such modifications or alternations as may be deemed fit and proper by the Developer or the Architect or as may be required by the authorities concerned and the Purchaser hereby consents to the same and hereby further agree not to have or raise any objection in the Developer and / or the Architect making such alterations or additions including addition of further floor/floors at any time before or after the delivery of possession of the said flat to the purchaser. Before the execution of the Deed of Conveyance, the Seller shall be entitled to all future vertical and horizontal extensions or otherwise by way of the additional construction or otherwise and the Purchaser has agreed not to raise any objection in any manner whatsoever or howsoever subject to there being no change in the carpet area of the flat/Unit.
- 7.3 The Vendor shall be entitled to acquire any contiguous or adjacent lands to the present project, in which event such acquired land will be amalgamated / joined / added with the existing land contained in the project at the discretion of the Vendor/ Developer and thereafter, the Vendor/ Developer shall be entitled to construct other building or buildings on such acquired land and the owners of the Apartment of such Buildings will also be entitled to the benefits of all the internal roads, driveways, passages, green areas, facilities, utilities and Common Portions of the Project and


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the Purchaser and the purchasers of the other flats in the existing project shall be deemed to have consented to the same.

- 7.4 The Owner and the Developer can make addition of the said project by way of (1) integrating/adding (notionally or actually) adjacent/other lands and premises (collectively **Other Property**) to the Said Project, (2) extending, modifying and realigning the extent, area, layout and location of the Said Project including the Common Portions thereof, (3) modifying the Sanctioned Plans (excluding the portion relating to the Said Flat), if necessary and (4) granting all forms of unfettered and perpetual proportionate right of ownership, use and easement over the Common Portions of the Said Project and the Said Premises to other intending buyers of Other Property (collectively **Other Property Owners**) as per prescribed norms of RERA.
- 7.5 The Purchaser further undertakes that in consideration of the Owners and the Developer agreeing to sell the Said Flat And Appurtenances to the Buyer, the Purchaser has accepted the above conditions and/or shall be deemed to have accepted all the above conditions and shall be deemed to have granted to the Owner and the Developer, the Other Property Owner, if any and all successors-in-interest/title unfettered and perpetual easements over, under and above all Common Portions including roads and passages in the Said Premises, with right to connect the same to new roads and passages comprised in the Other Property integrated/added to the Said Premises/Said Project.
- 7.6 The Purchaser shall not do any act, deed or thing whereby the construction or development of the said premises is in any way hindered or impeded with nor shall in any way commit breach of any of the terms and conditions herein contained.
- 7.7 During the period of construction and at all times thereafter until the possession is not delivered to the purchaser the said Flat/Unit/Apartment shall be at the risk of the Vendor/Developer provided the purchaser has without default duly taken possession of the flat within due time upon making payments of all amounts to be paid to the Vendor/ Developer.
- 7.8 Unless prevented by circumstances beyond the control of the Vendor and Developer, the said Building would be completed by **30.06.2019** (hereinafter referred to as the **COMPLETION DATE**) with a grace period of 8 (eight) months. It has been expressly agreed by and between the parties hereto that unless prevented by circumstances beyond the control of the Vendor and Developer more fully described in **ARTICLE - XIII** the said New Building is likely to be completed on or before **30.06.2019** (hereinafter referred to as the **COMPLETION DATE**) with a grace period of 8 (eight) months. The said New Building shall be deemed to have been completed if so certified by the Architect.
- 7.9 The said Unit shall be deemed to have been completed if made fit for habitation and provided with water, electricity, drainage, sewerage and other facilities and amenities as stated herein and certified so by the Architect of the said building for the time being IT BEING MADE EXPRESSLY CLEAR that the intending purchaser shall not be entitled to occupy and/or take possession of the flat/unit intended to be acquired by them until such time Completion Certificate is granted by the Kolkata Municipal Corporation and/or any Competent authority.
- 7.10 If for any reason whatsoever (save force majeure), the Developer is unable to complete the said Flat and the Properties appurtenant at or before the completion date then and in that event the Developer shall be liable and does agree to pay to the Purchasers interest to be calculated at the rate of 12% per annum on the amounts paid by the Purchasers till then as per Section 9 of the West Bengal Building (Regulation of Promotion of Construction and Transfer by Promoters) Act, 1993. This compensation is subject however to the Purchaser paying, performing, and observing all the terms

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and conditions on its part to be performed and observed and paying all the amounts to be paid within time stipulated for payments thereof in terms of this Agreement.

- 7.11 After completion of the Building(s) and subject to aforesaid, the Developer shall endeavor to obtain the completion certificate from the Kolkata Municipal Corporation and/or any Competent authority (hereinafter referred to as the '**COMPLETION CERTIFICATE**')
- 7.12 Before the date of possession of the said Flat/Unit/Apartment the Purchaser/s agrees and covenants:-
- a) To pay to the Developer, **M/B. NORTECH PROPERTY PRIVATE LIMITED**, such amounts due and payable on account of the consideration as mentioned in **FOURTH SCHEDULE** hereto and the proportionate costs of all payments made for extra common facilities to be provided to all occupiers of the said Building. IT BEING EXPRESSLY AGREED that if in event of any addition and / or alteration being made which results in causing change and / or deviation of the sanctioned plan all costs charges and expenses for regularizing the same will be paid borne and discharged by the Developer and in addition to the above the Purchaser will be liable as hereinbefore stated to make payment of such amounts which may be required to be incurred for causing such additions and / or alterations.
  - b) To deposit amounts free of interest with the Developer and/or their nominee for the purpose and subject to the conditions mentioned herein.
- 7.13 Immediately after the said Flat/Unit/Apartment is ready and made fit for habitation (and in this regard the decision of the Architect shall be final and binding) Vendor/ Developer shall serve a notice on the Purchaser and within 15 days from the date of such notice (hereinafter referred to as the **POSSESSION DATE**) the Purchaser shall be deemed to have taken over possession of the said Flat/Unit/Apartment for the purpose of making payment of the common expenses and maintenance charges **PROVIDED HOWEVER** in no event the Purchaser shall be entitled to claim physical possession of the said Flat/Unit/Apartment until such time the Purchaser has made full payment and / or deposited all the amounts payable by the Purchaser to the Vendor/ Developer and/or their nominee and they will not be liable to deliver possession of the said Flat/Unit/Apartment until such time the Purchaser has made full payment of the amounts agreed to be paid by the Purchaser/s in terms of this Agreement.
- 7.14 From the Date of Deemed/ Physical Possession, the Purchaser shall be liable to and agree to pay and contribute the proportionate share of the common expenses and maintenance charges, multi-storied taxes and other taxes, and service charges and all other statutory outgoings payable presently or which may be imposed or levied in future in respect of the said Flat/Unit/Apartment and proportionately for the whole building and premises regularly and punctually whether actual physical possession of the said Flat/Unit/Apartment is taken or not by the Purchaser.
- 7.15 In no event the Purchaser shall be entitled to have any claim against the Vendor/Developer, if the said New Building and the said Flat/Unit/Apartment are not completed within the completion date, if the Vendor/ Developer are prevented from any circumstances beyond the control of them and the certificate of the Architect in this regard shall be final and conclusive and binding on the parties.
- 7.16 That the demise premises shall be under insurance coverage upto the 3<sup>rd</sup> year from the date of getting the Completion Certificate from Kolkata Municipal Corporation and the same shall be done by the Vendor/Developer.
- 7.17 In the event of any structural defect being found in construction of the flat or any part thereof or if there be any defect in material used or provided in the flat within a period of 1 (one) year from the date of delivery of possession and/or notice for possession, whichever is earlier, the Developer shall

at its own cost forthwith without least delay undertake necessary remedial steps for rectification and/or replacement of the same as per section 8 of the West Bengal ( Regulation of Promotion of Construction and Transfer by Promoters) Act, 1993.

**ARTICLE VIII - HOUSE RULES/USER AND OTHER OBLIGATION**

- 8.1 Upon full payment of all the amounts the Purchaser shall be put in possession of the said Flat/Unit/Apartment.
- 8.2 As from the date of possession of the said Flat/Unit/Apartment the Purchaser agree and covenant with the Vendor/ Developer / Other Flat Purchasers in possession of their respective flats -
- (a) To co-operate with the other co-purchasers and the parties of the Vendor/Developer in the management and maintenance of the said New Building.
  - (b) To observe the rules framed from time to time by the Vendor/Developer and upon the formation of the Holding Organization and taking over the management by such Holding Organization.
  - (c) To use the said Flat / Unit/Apartment exclusively for residential purposes and not for any commercial purposes and also not for illegal and / or immoral purposes.
  - (d) To allow the Vendor/ Developer with or without workmen to enter into the said / Flat Unit/Apartment for the purpose of maintenance and repairs but only with 48 hours prior notice in writing to the Purchaser.
  - (e) To pay and bear the common expenses and other outgoings and expenses since the date of possession and also the rates and taxes for the said Flat/Unit/Apartment and proportionately for the building containing the flat and / or common parts/areas and wholly for the said Flat/Unit/Apartment and /or to make deposits on account thereof in the manner mentioned hereunder to the Developer and upon the formation of the Holding Association to such Holding Organization. Such amount shall be deemed to be due and payable on and from the date of possession (with the completion of the sale) whether physical possession of the said Flat/Unit/Apartment has been taken or not by the Purchaser. The said amounts shall be paid by the Purchaser without raising any objection thereto regularly and punctually within 72 hours to the Developer and upon formation of the Holding Organization to such Holding Organization.
  - (f) To deposit the amounts reasonably required with the Developer and upon the formation of the Holding Organization with such Holding Organization towards the liability for rates and taxes and other outgoings.
  - (g) To pay charges for electricity in relation to the said Flat/Unit/Apartment wholly and the common parts proportionately relating to the common parts.
  - (h) Not to divide or subdivide the said Flat/Unit/Apartment and / or the parking Space, if allotted or any portion thereof.
  - (i) Not to do anything or prevent the Vendor/ Developer from making further or additional legal constructions within 8 A.M. to 6 P.M. within any working day notwithstanding any temporary disruption in the Purchaser's enjoyment of the said Flat / Unit / Apartment.
  - (j) To carry out at the Purchaser's cost, internal repairs and maintain the said flat in the same condition and order in which it is delivered to the Purchaser by the Developer. The Purchaser shall not do or suffer to be done anything in or to the flat or the building containing the flat which may be contrary to the rules and regulations of the concerned authorities. In the event of the Purchaser committing any act in contravention of the above provisions, the Purchaser shall be liable for the

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- consequences thereof to the authorities and also to the Association. To maintain or remain responsible for the structural stability of the said Flat/Unit/Apartment and not to do anything which can affect the structural stability of the building.
- (k) Not to do or cause anything to be done in or around the said Flat/Unit/Apartment which may cause or tend to cause or tantamount to cause or effect any damage to any flooring or ceiling of the said Flat/Unit/Apartment or adjacent to the said Flat /Unit / Apartment or in any manner interfere with the use and rights and enjoyment thereof or any open passages or amenities available for common use.
- (l) Not to damage demolish or cause to be damaged or demolished the said Flat / Unit / Apartment or any part thereof or the fittings and fixtures affixed thereto.
- (m) Not to close or permit the closing of verandahs or lounges or balconies and lobbies and common parts and also not to alter or permit any alteration in the elevation and outside colour scheme of the exposed walls of the verandahs lounge or any external walls or the fences of external doors and windows including grills of the said Flat/Unit/Apartment which in the opinion of the Developer differs from the colour scheme of the building or deviation or which in the opinion of them may affect the elevation in respect of the exterior walls of the said building.
- (n) Not to install grills, the design of which have not been suggested and approved by the Architect.
- (o) Not to do or permit to be done any act or thing which may render void or make voidable any insurance in respect of the said Flat/Unit/Apartment or any part of the said building or cause increased premium to be payable in respect thereof, if the building is insured.
- (p) Not to make in the said Flat/Unit/Apartment any structural additional and/or alterations such as beams columns partition walls etc or improvements of a permanent nature except with the prior approval in writing of the Developer and with the sanction of the authorities concerned as and when required.
- (q) Not to use the said Flat/Unit/Apartment or permit the same to be used for any purposes except for residential and lawful purposes and shall not use for the purpose which may or is likely to cause nuisance or annoyance to co-purchasers/occupiers of the other portions of the said building or buildings or to the owners and occupiers of the neighboring premises or for any illegal or immoral purpose whatsoever.
- (r) Similarly shall not keep in the parking place anything other than private motor car or motor cycle and shall not raise or put up any kutcha or pucca constructions grided wall or enclosure thereon or part thereof and shall keep it always open as before. Dwelling or staying of any person or blocking by putting any articles shall not be permitted.
- (s) Not to use or permit to be used the allocated car parking space for any other purpose whatsoever other than parking of its own car/cars.
- (t) Not to park any car, vehicle on the pathway or open spaces of the building or at any other place except the space allotted to Purchaser and shall use the pathways as would be decided by the Vendor and not to restrict the full and unrestricted enjoyment of the easements to any other owner/ occupier of the apartment and/or Car Parking Space.
- (u) To abide by such building rules and regulations as may be made applicable by the Vendor before the formation of the Holding Organization and after the Holding Organization is incorporated to comply with and / or adhere to the building rules and regulations of such holding organization.
- (v) Not to use the Flat or an part or portion thereof for any political meeting nor for any dangerous noxious or offensive trade or business.

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- (w) The Vendor/Developer however reserves the right on the Roof to the extent of installation and / or erection of hoardings, neon signs and other signage's on the said Roof and on such parts or portions thereof wherever the Vendor/Developer deems fit and / or appropriate and all amounts which may become payable and / or receivable shall absolutely belong to the Vendor/Developer and the Purchaser hereby acknowledges that the Purchaser has no right in respect thereof EXCEPTING THAT of the remaining areas whereon the water reservoir, open space and Lift Well, Lift Machine Rooms and other installations are situated, the same shall be deemed to remain for common purposes.
- (x) It is clarified and expressly agreed and understood that notwithstanding anything herein contained all other rights directly and/or indirectly attached to and of and in the said property and related to the said property including its further or future development by use of additional FAR as also of the open terrace above the top floor of the said building as also all the direct and indirect benefits attached to the said property shall always remain the personal and exclusive property of the parties of the Vendor/Developer and they are and shall always be entitled to and at liberty to exclusively utilize the said rights as also to the exclusive use of the said open terrace for themselves or to transfer, sell and dispose of the rights to the said terrace or portion or portions thereof to any other person. The purchaser shall not be entitled to raise any objection to such exclusive use or transfer by the Vendor/Developer of the open terrace. The only obligation of the Vendor/Developer shall be to provide in or above the open terrace space for water storage tank and/or for lift machinery and to permit restricted access thereto to the Association/society/holding organization to be formed by the purchaser.
- (y) It is clarified and expressly agreed and understood that the Developer is and shall be entitled to any unconsumed and/or extra and/or additional floor area ratio which is and/or which may be made available and/or sanctioned in accordance with the building rules of the **Kolkata Municipal Corporation** and/or applicable laws(hereinafter referred to as the "ADDITIONAL FAR") and/or in pursuance of the Project/Building(s) being designated as a Green Building, whereupon the Developer shall be entitled and would be well within its right, at its sole and absolute discretion, to alter, modify, amend the Plan and to undertake any further and/or additional construction(s) at the said Premises including constructing further upper floor above the topmost floor as it presently stands sanctioned (as a consequence whereof such floor may not remain as the topmost floor of the concerned Building(s) in accordance with the plan which has been/may be sanctioned by the authorities concerned and the Purchaser hereby consent(s) to the same, and the Developer shall be entitled to connect such further and/or additional construction(s) with the existing utilities at the Project/Building(s) including all the Common Areas And Facilities as also the staircases, lifts, entrances, sewerage, drains and other notwithstanding any temporary disruption caused in the use and/or enjoyment of the said Apartment and/or Car parking Space, and each of such further construction shall absolutely belong to the Developer who shall be entitled to deal with the same in such manner as the Developer may deem fit and proper and the Purchaser hereby agree(s) and undertake(s) not to do any act, deed or thing which may prevent the Developer from undertaking construction of and/or dealing with or otherwise transferring the aforesaid.
- (z) Not to permit any sale by auction or public meeting or exhibition or display to be held upon the flat nor to permit or suffered to be done into or upon the said Flat or any part thereof any act or thing which is illegal or immoral or which shall or may be or become a nuisance, damage, unreasonable annoyance or unreasonable inconvenience to the other owners and/or occupiers or as a Boarding House, Club House, Nursing Home, Amusement or Entertainment Centre, Eating or

Catering Place, Dispensary or a Meeting Place or for any commercial or industrial activities whatsoever.

(aa) **HOUSE RULES :**

- (1) The lobbies, entrances and stairways of the Building shall not be obstructed or used for any purpose other than ingress to and egress from the Flat/Unit/Apartment in the Building.
- (2) Children shall not play in the public halls, stairways or elevators and shall not be permitted in the service elevators of the Building.
- (3) No Purchaser shall make or permit any disturbing noises in the Building or do or permit anything to be done therein which will interfere with the rights, comfort or convenience of other occupiers. No Occupier shall play upon or suffer to be played upon musical instrument or permit to be operated a phonograph or radio or television loud speaker in the apartment if the same shall disturb or annoy other occupants of the building. No Purchaser/Occupier shall give vocal or instrumental instruction at any time in order to reduce sound emanating from a Flat/Unit/Apartment.
- (4) The Owner shall keep such Flat/Unit/Apartment in a good state of preservation and cleanliness and shall not throw or permit to be thrown there from or from the doors, windows, terraces, balconies thereof any dirt or other substances.
- (5) No article shall be allowed to be placed in the halls or on the staircase landings or fire towers nor shall anything be hung or shaken from the floor, windows, terraces or balconies or place upon the window sills of the Building. No fences or partitions shall be placed or affixed to any terrace without the prior approval of the Vendor.
- (6) No shades awnings, window guards, ventilators or air conditioning devices shall be used in or about the Building excepting such as shall have been approved by the Vendor.
- (7) Neither any sign, notice or advertisement shall be inscribed or exposed on or at a window or other part of the building except such as shall have been approved by the Vendor nor shall anything be projected out of any window of the Building without similar approval.
- (8) Water-closets and other water apparatus in the Building shall neither be used for any purpose other than those for which they were constructed nor shall any sweepings, rubbish, rags or any other article be thrown into the same. Any damage resulting from misuse of water-closets or apparatus shall be paid for by the Flat/Unit/Apartment-owner in whose apartment it shall have been caused.
- (9) No bird or animal shall be kept or harboured in the common areas of the Building.
- (10) Not to slaughter or permit to be slaughtered any animal and/or bird nor do any act deed or thing which may hurt or injure the sentiments of the other owners and/or occupiers of the said residential complex.
- (11) No radio or television aerial shall be attached to or hung from the exterior of the building.
- (12) Garbage and refuse from the apartments shall be deposited in such place only in the Building and at such time and in such manner as the superintendent of the Building may direct.
- (13) No vehicle belonging to a Purchaser or to a member of the family or guest, sub-tenant or employee of a lessee shall be parked in the open space or in such manner as to impede or prevent ready access to the entrance of the Building by another vehicle.
- (14) These house rules may be added to, amended or repealed at any time by the Developer and after formation, by the Society / Association.

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8.3 Until formation of such Holding Organization, the Developer shall manage and maintain the said building and the common parts thereof.

8.4 The Purchaser hereby agrees that:

- (a) The Purchaser shall pay regularly and punctually within 7<sup>th</sup> day of every month, the common expenses as described in the SIXTH SCHEDULE hereunder written at such rate as may be decided, determined and apportioned by the Developer to be payable from the date of possession to the Developer and upon formation and transfer of management of the building to the Holding Organization such payments are required to be made without any abatement or demand.
- (b) The proportionate rate payable by the Purchaser for the common expenses shall be decided by the Developer from time to time and the Purchaser shall be liable to pay all such expenses wholly if it relates to the Purchaser's Flat/Unit/Apartment only and proportionately for the building as a whole. The statement of account of the apportionment of the charges as prepared by the Developer shall be conclusive and final. The Purchaser shall not be entitled to dispute or question the same provided that the billing is reasonable. After the formation of the Holding Organization the Purchaser shall pay such amounts for the aforesaid purpose as may be fixed and determined by the Holding Organization.
- (c) So long as each Flat/Unit/Apartment in the said Premises shall not be separately mutated and separated the Purchaser shall pay the proportionate share of all rates and taxes assessed on the whole premises including the charges for loss of electricity while in transmission to the Developer from the date of possession. Such proportion is to be determined by the Developer on the basis of the area of such Flat/Unit/Apartment in the said Building.
- (d) If the Purchaser fails to pay the aforesaid expenses or part thereof within time as aforesaid the Purchaser shall be liable to pay interest at the rate of 12% per annum on amount outstanding and further that if such default remains unpaid for sixty days, the Developer or upon formation of Holding Organization, such Holding Organization shall be at liberty to disconnect and / or suspend all common services attached to the Purchaser's Flat/Unit/Apartment such as water supply, electricity connection, use of lifts, central antenna, etc. till such dues with interest are paid and shall also be liable to pay the common expenses for such suspension period as well as reconnection charges.

#### **ARTICLE IX - HOLDING ORGANISATION - MAINTENANCE CHARGES**

9.1 Immediately upon completion of the said New Building or soon thereafter the Developer shall cause a Holding Organization, which may be a Syndicate, Association, Facility Management Company, Company, Society or Committee of the Flat/Unit/Apartment Owners (hereinafter referred to as the HOLDING ORGANISATION) as per Section 10 of the West Bengal (Regulation of Promotion of Construction and Transfer by Promoters) Act, 1993 with such rules and regulations as shall be determined by the Advocates and Solicitors, Vendor/ Developer and such Holding Organization will take control and will be entitled to hold the common parts and portions including the installations in the said new building and shall be responsible for rendition of common services (such common services more fully and particularly mentioned and described in the THIRD SCHEDULE hereunder written) and the Purchaser has agreed to become a member of such Holding Organization and in any event this Agreement shall be treated as the consent of the Purchaser to become a member of such Holding Organization and will be bound by the Rules and Regulations as may be framed by such Holding Organization.

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- 9.2 Until such time such Holding Organization is incorporated and/or formed, the Purchasers shall remain liable to make payment of the Maintenance Charges to the Developer or to any person who may be authorized by them and in the event of the Developer deciding to entrust the Maintenance of the common parts and portions and rendition of common services to any Facility Management Company (hereinafter referred to as the FMC) Developer shall be entitled to do so and the Purchaser shall be liable and agrees to make payment of the Maintenance Charges to the FMC and Service Tax, GST, or any other Govt. Levy, if any, etc. as applicable.
- 9.3 If at any time the Developer shall decide and in this regard the decision of the Developer shall be binding on the Purchaser, the Purchaser, may entrust the Maintenance of the common parts and portions and rendition of common services to an Adhoc Committee of Flat owner (hereinafter referred to as the ADHOC COMMITTEE) and such Adhoc Committee shall comprise of such of the Flat owners who may be nominated by the Developer and the Purchaser shall be bound by the same.
- 9.4 The Purchaser consents that only the Vendor/Developer shall be entitled to constitute such Holding Organization with such terms and conditions as the Vendor/Developer may think fit and proper and the Purchaser agrees to abide by such rules and regulations.
- 9.5 The Purchaser shall regularly and punctually make payment of the maintenance charges as may be determined by the Holding Organization and until such time such Holding Organization is formed the Purchaser shall be liable and agrees to make payment of such maintenance charges month by month and every month regularly and punctually to the Developer without raising any objection whatsoever or howsoever.
- 9.6 The Purchaser acknowledges that payment of the said maintenance charges is essential for maintaining the decency of the said new building and also for the purpose of rendition of common services and in the event of there being any default on the part of the Purchaser to make payment of such maintenance charges, though it may amount to contractual imbalance Vendor/ Developer and upon formation of such Holding Organization, the Holding Organization shall be at liberty to disconnect and / or suspend all common services attached to the Purchaser's Flat/Unit/Apartment such as water supply, electricity connection, use of lifts, central antenna etc. till such dues with interest are paid and shall also be liable to pay the common expenses for such suspension period as well as reconnection charges.
- 9.7 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 in clause 9.3 mentioned 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 Vendor/ 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.

#### **ARTICLE X - ASSOCIATION FUND**

10. It has been agreed between the Vendor/ Developer and the Purchaser that the decency of the building is to be maintained and taking into account the kind of construction and for the aforesaid purpose it has been agreed to have a Association Fund to be created for the purpose of meeting day to day maintenance charges as well as the capital expenses and other incidentals thereto which may be necessary from time to time in respect of the said building. The Purchaser shall keep deposited

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the amount in respect of Association Fund, as stated in the SEVENTH SCHEDULE hereunder, with the Developer and the said Association Fund money shall not bear any interest and the said amount will be transferred by the Vendor/ Developer to the Association, once it is formed, after adjusting unpaid maintenance charges and other charges, if any.

#### **ARTICLE XI - DOCUMENTATION AND PROFESSIONAL CHARGES**

- 11.1 Mr. Sanjay Kumar Jain, Advocate of 9, Old China Bazar Street, Kolkata-700 001, has prepared this Agreement and shall draw all papers, documents and drafts required for and / or in connection with the various common purposes relating to the said building and formation of the Holding Organization as envisaged herein and such documents containing covenants to be observed on the part of the parties hereto as in the sole discretion of the said Advocate be determined to be reasonable and the costs and expenses of the same shall be borne and paid by the Purchaser proportionately with the other Flat/Unit/Apartment owners and such costs and expenses shall be paid by the purchaser before taking physical possession of the said Flat/Unit/Apartment, the Purchaser despite his/her/its obligations to pay the remuneration and fees to the said Advocate shall be at liberty to consult any other lawyer/advocate for any independent advice PROVIDED HOWEVER such consultation for independent advice will not absolve the Purchaser of his/her/its liability to pay the remuneration as herein provided to Mr. Sanjay Kumar Jain. The fees and / or legal charges of the Advocates for preparation of this Agreement and the Sale Deed to be executed in pursuance hereof which shall be Rs. 10,000/- (Rupees Ten Thousand Only) out of which Rs. 5,000/- (Rupees Five Thousand Only) shall be paid by the Purchaser to the Advocates by Account Payee cheques on or before the execution hereof and the balance Rs. 5,000/- (Rupees Five Thousand Only) on the deemed date for possession or the date of execution of the Deed of Conveyance in respect of the said Unit, whichever be earlier.
- 11.2 The Stamp Duty, registration charges and incidental expenses for and / or in relation to execution and registration of the Deed of Conveyance in respect of the said Flat/Unit/Apartment and for obtaining approval and consents necessary for such transfer and also any other assurances deeds required to be made for or in relation thereto shall be borne and paid by the Purchaser.
- 11.3 In case Vendor/ Developer fails and / or neglect to execute and register necessary Deed of Conveyance in favour of the Purchaser or its nominee/s then the Purchaser will be entitled to specific performance and other reliefs subject to payment of entire consideration money.

#### **ARTICLE XII- TERMINATION**

- 12.1 Time for payment and due performance and observance of the terms and conditions herein contained shall always remain as the essence of the contract.
- 12.2 In the event of the purchaser failing to make payment of any amounts committed by them in terms of this agreement and /or failing to perform and observe any of the terms and conditions herein contained and on the part of the purchaser to be paid, performed and observed and if such default continue for a period of more than 30 (thirty) days then in that event without prejudice to any other right which the seller may have, the seller shall be entitled to terminate and/or determine this agreement with or without notice and without assigning any reason whatsoever or howsoever.
- 12.3 Upon such termination and/or determination the purchaser shall cease to have any right over and in respect of the said Flat and the Properties Appurtenant Thereto or under this Agreement and

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upon such termination and/or determination the Developer shall be entitled to forfeit a sum equivalent to 10% of the Total Consideration Amount as and by way of predetermined liquidated damages and the Purchaser hereby consents to the same and the Developer shall refund the balance amount (hereinafter referred to as the **REFUNDABLE AMOUNT**) to the Purchaser and such refund shall take place only after the Developer have entered into an agreement for sale in respect of the said Flat with any other person and/or persons or 90 days from the date of such cancellation, whichever is earlier and upon such termination the Developer shall be entitled to enter into agreement for sale and transfer of the said Flat and Properties Appurtenant Thereto with any other person and/or persons without any obstruction and/or hindrance from the Purchaser excepting that the Purchaser shall be entitled to receive refund of the 'Refundable Amount' in the manner as hereinbefore stated.

- 12.4 Upon such termination and/or determination, the Developer shall send a notice for termination to the Purchaser at the address of the Purchaser mentioned hereinafter and said notice will be deemed delivered within 72 (Seventy-two) hours of dispatch sent via pre-recorded delivery, personal delivery, or by a reputable national overnight courier and in the event, the Purchaser doesn't make the payment for amount so demanded, together with the delayed period interest, if any, within seven days from the said deemed delivery of the notice, the Developer shall send a banker's Cheque/ Payorder for the said 'Refundable Amount' to the Purchaser at the address mentioned hereunder.
- 12.5 Subject to the Force majeure Events, the Developer shall be considered under a condition of default, if (i) Developer delays the construction and misses two consecutive construction linked milestones but demands from the Purchaser installments amounts of such missed construction milestones; or (ii) Developer changes the Plans substantially without the prior written of the Purchaser; or (iii) Developer creates encumbrance over the Flat without obtaining prior permission of the Purchaser; or (iv) Developer fails to provide ready to move in possession of the flat to the Purchaser within time period specified herein. For the purpose of this clause, 'ready to move in possession' shall mean that the Flat shall be in a habitable condition which is complete in all respect.
- 12.6 In case of default by Developer under the conditions listed above, the Purchaser shall be entitled to (i) stop making any more payments to Developer as demanded by the Developer. If the Purchaser stops making payment, the Developer shall correct the situation by completing the milestones and only thereafter the Purchaser will be required to make the next payment without any penal interest; or (ii) the Purchaser shall have the option of terminating this Agreement by giving 30 (thirty) days notice to the Seller; in which case the Developer shall be liable to refund the entire money paid by the Purchaser under any head whatsoever towards the purchase of the Unit and the Appurtenant Thereto, along with simple interest @ 12% (Twelve Percent) per annum within 45 days of receiving the termination notice from the Purchaser; or (iii) where the Seller fails to provide ready to move in possession of the flat to the Purchaser within the time period specified and the Purchaser does not exercise termination option, the Developer shall pay to the Purchaser simple interest @ 12% (Twelve percent) per annum for the period commencing on and from the day possession was agreed to be given under this agreement till the date of actual handing over of the possession of the Flat to the Purchaser. Such interest shall be paid within 30 (thirty) days from the date of possession is so handed over to the Purchaser.

**ARTICLE XIII- FORCE MAJEURE**

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
13.1 The Vendor/Developer shall not be regarded in breach of any of the terms and conditions herein contained and on the part of the Vendor/Developer to be performed and observed, if it is prevented by any of the conditions herein below :-

- i) Fire, explosion, Natural calamity, Tempest, any act of God, earthquake, Lightning, Flood and other unforeseeable severe weather conditions.
- ii) Riots, civil disturbances, insurrection, enemy action, embargoes, blockades or war.
- iii) Labour Unrest.
- iv) Any Local problem and / or local disturbance continuing for more than 48 hours and/or sabotage.
- v) Any prohibitory order from the court, statutory agency, Kolkata Municipal Corporation and/or any other authorities.
- vi) Non-availability or irregular availability of essential inputs including electricity, transformer, lift, water supply or sewerage disposal connection etc.
- vii) Any other unavoidable circumstances beyond the control of the Developer.
- viii) Any delay in getting Completion Certificate from the Competent Authority.

#### ARTICLE XIV - MISCELLANEOUS

- 14.1 It is hereby expressly agreed and declared that the dominance of the parties hereto is to sell and transfer the said Flat/Unit/Apartment to the Purchaser in terms of this agreement and it is not the intention for this agreement, be construed to mean, rendering any services.
- 14.2 The right of possession of the Purchaser in respect of the said Flat/Unit/Apartment shall arise only upon the Purchaser's fulfilling all the obligations as are contained in this agreement.
- 14.3 The Purchaser shall not be entitled to transfer, let out, mortgage, grant lease in respect of the said Flat/Unit/Apartment without the consent in writing of the parties of the Vendor/Developer till such time the Purchaser has fulfilled all the obligations and the possession of the said Flat/Unit/Apartment has been obtained by the Purchaser.
- 14.4 It is agreed that the Purchaser within the 12 months from the date hereof is not entitled to assign and / or transfer his/her/its rights under this Agreement relating to the said Flat/Unit/Apartment to any party including the Vendor/Developer.
- 14.5 After expiry of a period of 12 months from the date of commencement of this agreement, the purchaser shall be entitled to nominate any other person and/or persons in their place and stead for acquiring the said flat in terms of this agreement after obtaining consent from the Developer in writing and upon making payment of a sum of Rs. 25,000/- as and by way of Nomination cost and the transferee and/or assignee as the case may be shall be bound by the terms and conditions of this agreement.
- 14.6 The right of the Purchaser shall remain restricted to the said Flat/Unit/Apartment and in no event the Purchaser shall be entitled and hereby agree not to claim any right in respect of the other parts or portions of the said building and the said premises or any part or portion thereof.
- 14.7 It is hereby agreed and clarified that the right of the Purchaser shall remain restricted to the said Flat/Unit/Apartment and proportionate share in all common parts portions areas and facilities and the Purchaser shall not be entitled to claim any right over and in respect of the other portions of the said premises or the building.

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- 14.8 The Building at the said premises shall be known by the name of "EDEN CROWN" and the said name shall not be changed under any circumstances.
- 14.9 The Purchaser shall be liable and agree to make payment of the amounts payable on account of the Service Tax, Sales Tax, GST/VAT or any other statutory liability in respect of the said flat and/or Car Parking Space without raising any objection whatsoever or howsoever. The GST/Service Tax shall be charged only on the flat/ Car Parking value as per prevailing GST/Service Tax rates. The Purchaser shall be liable to pay the said amount of GST/Service Tax as well as any other outgoing relating to GST/ Service tax, if imposed in future, in case of any change in the rates for the same.
- 14.10 This Agreement is being signed in duplicate and each of them would be treated as the original. It shall be the obligation of the Purchaser to cause this agreement to be registered upon making payment of Stamp Duty and Registration Charges payable in respect thereof and the Vendor/Developer will remain present for the purpose of presenting this Agreement for registration in the event of the Purchaser requiring the same to be registered and the stamp duty, registration charges and other expenses incidental thereto shall be paid, borne and discharged by the Purchaser and in the event the Developer/ vendor being saddled with any liability on account of stamp duty and registration charges to indemnify and keep Vendor/Developer indemnified and saved harmless from and all costs claims action suits and proceedings.
- 14.11 The Purchaser shall bear and pay for the Stamp Duty and registration charges. It shall be the responsibility of the Purchaser to get the Agreement registered and the Vendor/Developer will appear before the authorities for admitting the registration of this Agreement. The Purchaser shall be liable to pay the Stamp Duty and registration charges for the execution and registration of the Deed of Conveyance.
- 14.12 This Agreement is personal and the Purchaser shall not be entitled to transfer, let out, mortgage, grant lease in respect of the said Flat/Unit/Apartment without the consent in writing of the Vendor/Developer until such time the full amount of consideration has been paid by the Purchaser to the Vendor/ Developer and the Purchaser performing and observing all the other terms and conditions herein contained and on the part of the Purchaser to be performed and observed PROVIDED HOWEVER after the full payment of the entire consideration amount the Purchaser shall be entitled to let out, grant, lease and / or mortgage and / or in any way deal with the said Flat/Unit/Apartment for which no further consent of the Vendor/Developer shall be required.
- 14.13 For the purpose of acquiring the said Flat/Unit/Apartment in the aforesaid Building, the Purchaser will be entitled to apply for and obtain financial assistance from banks and other financial institutions but in no event the Vendor/Developer will be liable or assume any liability for such loans and granting of any loan will always be subject to the terms and conditions herein contained.
- 14.14 The Vendor, Developer and the Purchaser has entered into this Agreement purely on principal to principal basis and nothing stated herein shall be deemed to constitute an association of persons. Each party shall keep the other party duly indemnified from and against the same.
- 14.15 For the purpose of facilitating the construction of the said building premises the Developer/ Vendor may apply for and obtain financial assistance from banks and other financial institution.
- 14.16 This Agreement contains the entire Agreement of the parties and no oral representation or statement shall be considered valid or binding upon either of the parties nor shall any provision of this Agreement be terminated or waived except by written consent by both the parties. The Purchaser acknowledges upon signing this agreement no conditions, stipulation, representations, guarantees or warranties have been made by the Vendor/ Developer other than what is specifically

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set forth herein. In the event of any of the clauses becoming void and / or unenforceable then and in that event the other clauses shall survive.

- 14.17 This Agreement supersedes all other agreements, arrangements, understanding or brochure and in no event the Purchaser shall be entitled to set up any oral Agreement.
- 14.18 The Purchaser has agreed to keep in deposit an amount as and by way of Association Fund/ Development Fund with the Developer and or its Nominee / Holding Organization as hereinbefore provided and such amount to be utilized and / or is likely to be utilized for meeting any capital expenditure which may be necessary and / or required for the benefit of all the Purchaser of the various Flat/Unit/Apartment of the said Building at the said Premises.
- 14.19 It is clearly understood that all the provisions herein and obligation

#### ARTICLE XV - NOTICE

- 15.1 All notices under this Agreement shall be given in writing, postage prepaid, by personal delivery, or by a reputable national overnight courier, at the address listed below. Notices will be deemed delivered within twenty four (24) hours of dispatch if sent via facsimile / email and within 72 (Seventy-two) hours of dispatch in the event of the same being sent via precorded delivery, personal delivery, or by a reputable national overnight courier, at the address listed below. The address for such purposes is :

##### To the Vendor

Address : M/s. Bandhan Hirise Private Limited  
 &  
 M/s. Bhagwati Niketan Private Limited  
 17/1 Lansdowne Terrace, 'Eden House'  
 Kolkata - 700 026.

##### To the Developer/ Seller

Address : M/s. Nortech Property Private Limited.  
 17/1 Lansdowne Terrace, 'Eden House'  
 Kolkata - 700 026.

##### To the Purchaser

Address : MR. \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

#### ARTICLE XVI - DISPUTE RESOLUTION

- 16.1 The Parties agree to negotiate in good faith to resolve any dispute between themselves regarding this Agreement within 45 (forty Five) days of any such dispute first being raised by either party.
- 16.2 If the negotiations as above, fails then, all the disputes and differences between the parties hereto regarding the construction or interpretation of any of the terms and conditions herein contained or touching these presents or determination of any liability shall be decided in accordance with the provisions of the Promoter's Act.

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- 16.3 If the negotiations as above, fails then, all the disputes and differences between the parties hereto regarding the construction or interpretation of any of the terms and conditions herein contained or touching these presents or determination of any liability shall be referred to sole Arbitrator of Mr. Sanjay Kumar Jain, Advocate, of 9, Old China Bazar Street, Kolkata- 700 001 in accordance with the provisions of the Arbitration and Conciliation Act 1996 or any other modification or enactment thereto for the time being in force.
- 16.4 The Vendor/ Confirming Parties/ Developer and the Purchaser shall not commence legal proceedings or to have any Receiver appointed in the said premises or the said building unless the same is first referred for arbitration and the Arbitrator has given his award.
- 16.5 The Arbitrator shall have summary powers.
- 16.6 The Arbitrator shall have the right to give interim awards and directions.

**ARTICLE XVII - JURISDICTION**

- 17.1 Courts at Kolkata alone shall have jurisdiction to entertain and try all actions suits and proceedings arising out of this Agreement.

**THE FIRST SCHEDULE ABOVE REFERRED TO**

**(THE SAID PREMISES)**

**ALL THAT** piece and parcel of land measuring more or less **09 (Nine) Kattahs 05 (Five) Chittak 25 (Twenty Five) Sqft.** (Physically Found to be more or less **08 (Eight) Kattahs 12 (Twelve) Chittaks 31 (Thirty One) Sqft.** equivalent to **588.17sqm**) situate lying at and being Premises No. 1732, Nayabad, Kolkata-700 094 commonly known as "**EDEN CROWN**" appertaining to R.S. Dag no. - 90 under R.S. Khata no. 104 & 147/1 (Formerly 103), J. L. No-25, Touzi No. - 56 in Mouza - Nayabad, Police Station-Purba Jadavpur, under Kolkata Municipal Corporation Ward No. 109, within the limit of District South 24 Parganas, West Bengal.

<b>ON THE NORTH</b>	:	Land of others
<b>ON THE SOUTH</b>	:	8.8M wide common passage
<b>ON THE EAST</b>	:	Part land of R. S. Dag No. - 90,
<b>ON THE WEST</b>	:	G-4 storied building having Premises No. 1609 nayabad.


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

**THE SECOND SCHEDULE ABOVE REFERRED TO**

**(THE SAID PROPOSED FLAT AND THE PROPERTIES APURTEMENT THERETO )**

**ALL THAT** the Flat/Unit in or portion of the New building being **UNIT/ FLAT NO. ---** containing by admeasurements a Carpet Area of ----- Sq. equivalent to --- **SFT. SUPER BUILT-UP AREA**, be little more or less on a portion on the ----- **FLOOR** at **BLOCK - ' ---'** in the New building now known as "**EDEN CROWN**" at the said premises and shown in the plan annexed hereto duly bordered in '**RED**' thereon **TOGETHER WITH** right to park **ONE** small/medium sized motor car on the **COVERED CAR PARKING SPACE** on the ground floor of the said building complex to be specifically allotted and demarcated by the Vendor at the time of possession **TOGETHER WITH** proportionate undivided and demarcated indivisible impartible share in the Common Areas and Installations mentioned and described in the **Third Schedule** hereunder written attributable to the

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said Unit **AND TOGETHER WITH** proportionate undivided undemarcated indivisible impartible share in the land below/ beneath the said building described and mentioned in the **First Schedule** hereinabove written attributable to the said Unit.

**THE THIRD SCHEDULE 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, 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. Passenger lifts/ elevators 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.
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 FOURTH SCHEDULE ABOVE REFERRED TO**

**(Consideration Amount)**

**PART - I**

The consideration payable by the Purchaser to the Vendor 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:-


Consideration money for the said Flat/Unit

Together with right to park **ONE** small/ medium sized motor car on the **OPEN/ COVERED CAR**

**PARKING SPACE** at the said building complex,

Rs. -----/- \*

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(Rupees ----- only)

\* Excluding Service Tax/GST, which shall be payable by the Purchaser to the Vendor/ Developer, as applicable, as per prevailing rates.

#### **PART - II**

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

1) On execution of this of Agreement	--	20 %
2) On completion of Foundation	--	15 %
3) On completion of 1 <sup>st</sup> Floor Slab	--	15 %
4) On completion of 2 <sup>nd</sup> Floor Slab	--	15 %
5) On completion of 3 <sup>rd</sup> Floor Slab	--	10 %
6) On Roof Casting	--	10 %
7) On completion of Internal Plaster	--	5 %
8) 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 Developer and all cheques shall be payable in favour of the said Developer, **M/S. NORTECH PROPERTY PRIVATE LIMITED** 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/ Developer as the case may be in writing.

4) The Purchaser has also agreed to pay to the Vendor/ Developer 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/ Developer may on a later date decide to provide which is presently not taken into consideration.

5) In addition to the aforesaid consideration, the Purchaser shall also deposit with the Vendor/ Developer and/or their nominee, the amounts (details of which are mentioned in the **SEVENTH SCHEDULE** 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/ Developer 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/ Developer may have against the Purchaser including the right of termination of this Agreement as hereinbefore provided.

#### **SPECIFICATIONS FOR THE PROJECT EDEN CROWN (FLORA - III)**

Structure

: RCC-framed structure with anti-termite treatment in foundation. Cements used: **Ambuja, OCL, Lafarge, Ultratech, Birla, ACC, Ramco**.

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<b>Brickwork</b>	Eco-friendly, premium brickwork with <b>Autoclaved aerated concrete (AAC) blocks</b> used for better quality, thermal insulation, reduction of damp.
<b>Elevation</b>	Modern elevation, conforming to contemporary designs.
<b>External Finish</b>	Paint by certified <b>Nerolac/Asian Paints/Berger applicator*</b> , and other effects as applicable.
<b>Lobby</b>	Beautifully decorated & painted lobby
<b>Doors &amp; Hardware</b>	Quality wooden frames with solid core flush doors. Door handles of <b>Godrej/Hafele/Yale*</b> . Main door with premium <b>stainless steel handle</b> and <b>eyehole</b> . Main Door Lock by <b>Godrej/Yale*</b> .
<b>Internal finish</b>	Wall Putty.
<b>Windows</b>	Colour anodized / Powder coated aluminium sliding windows with clear glass (using high quality aluminium) and window sills. Large Aluminium Windows in Living Room Balcony.
<b>Flooring</b>	Vitrified tiles in bedrooms / living / dining / kitchen. Granite Counter in kitchen. Premium Ceramic tiles in toilets.
<b>Kitchen counter</b>	Granite slab with stainless steel sink. Wall tiles up to 2 (two) feet height above counter.
<b>Toilets</b>	Hot and Cold water line provision with <b>CPVC*</b> pipes. CP fittings including <b>Health Faucet*</b> of <b>Jaquar/Kohler/Hindware*</b> . Dado of ceramic tiles up to door height. Sanitaryware with <b>EWC with ceramic cistern</b> and basin of <b>Kohler/Jaquar/Hindware*</b> . Pipes of <b>Supreme/Skipper/Oriplast*</b>
<b>Elevator</b>	Passenger Lifts of <b>Kone*</b> .
<b>Electricals</b>	a) Concealed <b>Polycab/Havells/RR Kabel*</b> copper wiring with modular switches of <b>Anchor Roma/Schneider Electric/RR Kabel/Havells*</b> b) TV & Telephone points in master bedroom and living room. c) Two Light Points, one Fan Point, two 5A points in all bedrooms d) One 15A Geyser point in all toilets e) One 15A & one 5A points, one 5A refrigerator point, and exhaust fan points in kitchen f) One AC point in master bedroom g) One washing machine point in the balcony. h) Modern MCBs and Changeovers of <b>Havells/HPL/Schneider Electric*</b>
<b>Water Supply</b>	Underground and Overhead storage tanks of suitable capacity. Suitable

- Electric Pump will be installed at Ground Floor to deliver water to overhead reservoir from Underground reservoir.
- Landscape** : Professionally designed and executed landscaping.
- Generator** : 24 hour power backup for all common services. Generator back up of 300 W for 1 bedroom flats, 600 W for 2 bedroom flats and 800 W for 3 bedroom flats.
- Security** : **CCTV cameras**, intercom facility and 24/7 Security Personnel.

\* The specified brands are mentioned to give an indication of the quality we will provide. In case of unavailability of materials/brands or any other circumstances, the developer is not legally liable to provide the same brand, and may instead provide material from a brand of similar quality level.

**THE SIXTH SCHEDULE ABOVE REFERRED 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 for 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, gardener, 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 Holding Organisation (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

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

**THE SEVENTH SCHEDULE ABOVE REFERRED TO:**

**(Extra Charges & Deposits)**

- 1) The full amount of Security Deposit and other costs payable to the CESC/WBSEB, 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/WBSEB for the electric meters for maintenance running and operating any common area or installation.
- 2) Proportionate Costs, charges and expenses for electrical sub-station, H.T. Line, wiring, cables and other related equipments and accessories including their installations, as per actual, to be incurred by the Developer for the same.
- 3) Proportionate 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, as per actual, to be incurred by the Developer for the same.
- 4) Costs charges and expenses for formation of the Association being Rs. 5,000/- (Rupees Five Thousand Only).
- 5) Determent 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 of the said Unit or on its transfer or construction in terms hereof partially or wholly, as the case may be.
- 6) In addition to the Extras and Deposits the purchaser shall also deposit and / or keep deposited with the vendor/ Developer/their nominee/Facility Management Company, a sum calculated @ Rs. 75/- per square feet of the super built-up area of the said Unit towards Association Fund. The said fund will remain in deposit with the Vendor to meet there from the proportionate maintenance charges and proportionate liability towards the other common expenses (including those mentioned in the SIXTH SCHEDULE herinabove written) in terms hereof. The said Association Fund money shall not bear any interest and the said amount will be transferred by the Vendor/ Developer to the Association, once it is formed, after adjusting unpaid maintenance charges and other charges, if any.
- 7) Costs, charges and expenses Towards Mutation, Apportionment and Assessment of the Flat/Unit Rs. 5/- per square feet.
- 8) In addition to the aforesaid Extras and Deposits the purchaser shall also pay the GST/Service Tax on aforesaid Extras and Deposits as per prevailing service tax rates.

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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.

.....  
**SIGNATURE OF DEVELOPER**

.....  
**SIGNATURE OF VENDOR**

.....  
**SIGNATURE OF PURCHASER**

**NORTECH PROPERTY PRIVATE LIMITED**



*Authorized Signatory*

**RECEIVED** of and from the within named purchaser within mentioned sum of **Rs. ..../- (Rupees .....**  
**Only)** being the consideration amount in **PART** as per memo below:-

**MEMO OF CONSIDERATION**

1.	By Cheque No. ----- dated ----- drawn on ----- -----	Rs. -----
2.	By Cheque No. ----- dated ----- drawn on ----- -----	Rs. -----
<b>TOTAL AMOUNT RECEIVED</b>		<b>Rs. -----</b>

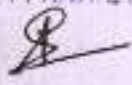
**Witness:**

1.

2.

.....  
**SIGNATURE OF DEVELOPER**

NORTECH PROPERTY PRIVATE LIMITED

  
 Authorized Signatory

DATED ----- DAY OF ----- 2018

**AGREEMENT FOR SALE**

**BETWEEN**

**M/S. NORTECH PROPERTY PRIVATE LIMITED**  
-----DEVELOPER

**&**

**M/S. BANDHAN HIRISE PRIVATE LIMITED**  
**MS. BHAGWATI NIKETAN PRIVATE LIMITED**  
-----VENDOR

**&**

**MR. -----**  
-----PURCHASER

**EDEN CROWN**  
**FLAT/ UNIT NO. ----**  
**FLOOR - -----**

NORTECH PROPERTY PRIVATE LIMITED



*Authorized Signatory*

