



पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

27AB 633652

AGREEMENT FOR SALE

1. Date- 01/12/2018
2. Place- Kolkata
3. Parties

CANCUN CONSTRUCTIONS
Pawan Arora

Partner

Modassir Jawsid

Modassir Jawsid

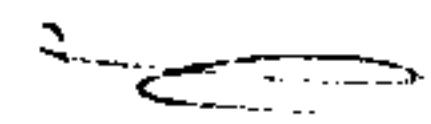
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30 AUG 2018

Sl. No.....Date.....
Name.....
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AMT..... 10/-

Cancum Construction

Salva 1501-136



SOUMITRA CHANDA
Licenced Stamp Vendor
82, K. S. Road, Kol-1



- 3.1 **SMT. SUPARNA MONDAL (PAN AMDPM2365F)**, wife of Shri Subrata Mondal, by faith - Hindu, by occupation - Housewife, by Nationality - Indian, residing at Jatragachi, P.O. Ghuni, P.S. New Town, District - North 24 Parganas, West Bengal, represented by her Constituted Attorney to **DEBASIS BISWAS(AJHPB3184C)** son of Sadhan Chandra Biswas, Proprietor of **CANCUN CONSTRUCTIONS (PAN : AAIFC1661K)**, a proprietorship having its office at Salua Roypara, P. O. - R. Gopalpur, P. S. Airport, Kolkata - 700136, District - North 24 parganas, West Bengal, hereinafter called and referred to as the "**LANDOWNER/VENDOR**" (which expression shall unless excluded by or repugnant to the context be deemed to mean and include her legal heirs, administrators, executors, representatives and assigns of the **FIRST PART**).

AND

- 3.2 **MODASSIR JAWAID (PAN - AKEPJ7023N)** son of Late Jawaid Yusuf, by faith - Islam, by occupation - Service, by Nationality - Indian, residing at Flat No- 9A, Block - 24, Greenfield City, Shibrampur, Behala, P.S- Maheshtala, P.O- ,Kolkata- 700141, West Bengal, hereinafter called and referred to as the "**PURCHASER**" (which terms and expression shall unless excluded by or repugnant to the context be deemed to mean and include her legal heir, administrators, executors, representatives and assigns of the **SECOND PART**).

AND

- 3.3 **CANCUN CONSTRUCTIONS (PAN : AAIFC1661K)** a proprietorship having its office at Salua Roypara, P. O. - R. Gopalpur, P. S. Airport, Kolkata - 700136, District - North 24 Parganas, West Bengal. Represented by its proprietor **DEBASIS BISWAS (AJHPB3184C)** son of Sadhan Chandra Biswas by faith - Hindu, by occupation -Business, by nationality - Indian, residing at Bajetaraf, P.O. Sikharpur, P.S. Rajarhat, District-North 24 Parganas, West Bengal, presently residing at Salua Roypara, P.O. Gopalpur, P.S. Airport, District - North 24 Parganas, West Bengal, ereinafter called and referred to as the "**DEVELOPER**" (which expression Shall unless repugnant to the context be deemed to mean and include its legal heirs, administrators, executors, representatives and assigns) of the **THIRD PART**.

Land owner/Vendor/Purchaser and Developer collectively Parties and individually Party.

NOW THIS AGREEMENT WITNESS RECORDS BINDS AND GOVERNS THE CONTRACTUAL RELATIONSHIP BETWEEN THE PARTIES AS FOLLOWS:-

4 Subject Matter of Agreement

4.1 Transfer of the Said Flat & Appurtenances:

- 4.1.1 **Said Flat:** ALL THAT piece and parcels of one independent residential flat being **Flat "B"** on the **1st floor** measuring **690 (Six Hundred Ninty) Square Feet (Said Flat)** be the same a little more or less of Super Built Area, alongwith One Car Parking space, lying and situated in the building complex namely "**KLINTON TOWER**" at Mouza - Reckjoani, J.L. No. 13, under the local limit of Rajarhat Bishnupur 1 no Gram Panchyat, within the jurisdiction of Rajarhat

Police Station, in the District-North 24 Parganas, morefully described in the **Part - I** of the **Second Schedule** hereunder written, situated on the land morefully described in the **First Schedule** hereunder written (**Said Property**).

- 4.1.2 **Land Share** : Undivided impartial proportionate and variable share in the land comprised in the said property as is attributable to the said flat (land share) .The land Share is/shall be derived by taking into consideration the proportion , which the super built-up area of the Said Flat bear to the total super built-up area of the Said Building Complex.
- 4.1.3 **Share in Common Portion**: Undivided impartable, proportionate and variable share and/or interest in the common areas, amenities and facilities of the said Building Complex as is attributable to the Said Flat (share in common Portions) the said common areas, amenities, and facilities being described in the **Third Schedule** below (collectively Common portion s). The share in common Portions is/shall be derived by taking into consideration the proportion which the super built-up area of the Said Flat bear to the total super built-up area of the Said Building Complex.

The Said Flat, the Land Share, and the Share In Common Portions collectively described in **Part-II** of the **Second Schedule** below (collectively **Said Flat And Appurtenances**).

5 Background

5.1 **Ownership of landowner**: By virtue of events and in the circumstances, the present landowner become the absolute owner of **First Schedule** Property, free from all encumbrances and is in peaceful possession thereof described as follows.

5.1.1 **Ownership of Rahim Bux** : One Rahim Bux was the recorded owner of land measuring 10.80 (ten point eight zero) decimals more or less comprised in R.S./L.R. *Dag* No. 4990, recorded in R.S. *Khatian* No. 357, *Mouza* Reckjoani, J.L. No. 13, Police Station Rajarhat, within Rajarhat-Bishnupur No. I *Gram Panchayet*, Additional District Sub-Registrar office at Bidhannagar, Salt Lake City, (at present Rajarhat), District North 24 Parganas.

5.1.2 **Demise of Rahim Bux** : The said Rahim Bux died intestate leaving behind his three sons namely (i) Rajab Ali Mondal (ii) Aptabuddin Mondal (iii) Aser Ali, and two daughters namely (i) Hinguljan Bibbi and (ii) Fuljan Bibi as his legal heirs and successors in interest in respect of the afore said property left by the said Rahim Bux since deceased.

5.1.3 **Mutation** : Said Rajab Ali Mondal, Aptabuddin Mondal and Hinguljan Bibi mutated her share of land in the records of the Land Revenue Settlement vide *Khatian* Nos. 3853, P-3854, & 3856 respectively.

5.1.4 **Sale to Ayub Ali Molla**: By a Deed of Conveyance dated 30th January' 2008, registered in the Office of the District Sub Registrar - II, North 24 Parganas, Barasat North 24 Parganas and recorded in Book No. I, Volume No. 3, Pages 2392 to 2102, being Deed No. 1449 for the year 2008 the said Rajab Ali Mondal, Aptabuddin Mondal and Hinguljan Bibi jointly sold, conveyed and transferred their right title and interest of the land admeasuring an area of 6.75 (six point seven five) decimal equivalent to 4 (four) *Cottah* 1 (one) *Chittack* 15 (fifteen) Square Feet to Ayub Ali Molla.

5.1.5 **Sale to the Landowner/Vendor**: By a Deed of Conveyance dated 7th May' 2010, registered in the Office of the Additional District Sub Registrar Bidhannagar, Salt Lake City and recorded in Book No. I, C D Volume No. 7, Pages 12712 to 12723, being **Deed No. 4606** for the year 2010, said Ayub Ali

Mohammad Jassim

Partner

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Partner

Molla sold, conveyed and transferred his entire land measuring 6.75 (six point seven five) decimal equivalent to 4 (four) Cottah 1 (one) Chittack 15 (fifteen) Square Feet to **Smt. Suparna Mondal** (Landowner/Vendor herein).

5.1.6 **Mutation:** Said Suparna Mondal mutated her name in the record of the Land Revenue Settlement vide **L.R. Khatian No. 5279**.

5.1.7 **Absolute ownership of Suparna Mondal:** In the above mentioned circumstances, the aforesaid Landowner have become the absolute and undisputed owners of the Bastu land measuring 4 (four) Cottah 1(one) Chittack 15 (fifteen) Square Feet be the same or little more or less, lying and situated at Mouza - Reckjoani, J. L. No. 13, Re.Sa. No-198, Touzi No10, Police Station - New Town, comprised in **R.S./L.R. Dag No 4990**, under, R.S Khatian No. 357, **L.R. Khatian No. 5279**, Additional District Sub-Registrar Rajarhat, within the local limit of Rajarhat Bishnupur 1 no gram Panchayet, in the District North 24 Parganas, West Bengal morefully described in the First Schedule hereinafter written.

5.1.8 **Registered development Agreement:** The said Suparna Mondal executed a Registered Development Agreement on 18th October' 2012 with the present Developer **M/s Cancun Construction** for developing the aforesaid plot of land, under some terms and conditions morefully described in the said Development Agreement. The said registered Deed of Development Agreement was registered on 18th October' 2012 in the office of A.D.S.R. Bidhannagar, Salt Lake City and recorded in Book No. 1, CD Volume No. 19, Pages from 587 to 621 being Deed No.13391 for the year 2012.

5.1.9 **Registered Power of Attorney:** The said Suparna Mondal executed a registered Deed of Power of Attorney registered on 18th October' 2012 in the office of A.D.S.R. Bidhannagar, Salt Lake City and recorded in Book no -1, CD Volume No-19, Pages from 674 to 684 being **Deed No. 13395** for the year 2012, appointing the said Debasis Biswas as her law full attorney and empowered him to do all acts, things and deeds in relation to develop the entire land by constructing the Said Building Complex and to sell various saleable areas comprised in the Said Building Complex and to execute this present on her behalf.

5.1.10 **Sanction of Plan:** With the intention developing and commercially the Said Property by constructing Building Complex thereon and selling spaces therein (**Units**), the Developer/Landowner sanctioned a Building Plan from the Zilla Parisad, Barasat dated 28th January' 2014 which includes all sanctioned /permissible modifications made thereto, if any from time to time.

6 Construction of Building Complex namely "Klinton Tower": On the basis of aforesaid sanctioned building plan, the said Developer constructed a multi storied building complex namely "**KLINTON TOWER**" on the said plot of land morefully described in their **First Schedule** hereunder written.

6.1 **Built Up Area:** Here Built Up area means the area covered with outer wall and constructed for the unit including fifty percent area covered by the common Partition wall between two units and cent percent area covered by the individual wall for the said unit.

6.2 **Covered Area:** Here covered area means total Buildup area for any unit plus proportionate share of stairs, lobby and lift areas, and other common and facilities.

6.3 **Super Built Up Area:** Here Super Built Up area means the total covered area plus proportionate share of service area.

Modarisi Javari

Partner

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Partner

6.4 **Application and Allotment:** The purchaser has applied to Developer for purchase of the Said Flat and Appurtenances described in the **Second Schedule** hereunder written from Developer's Allocation, and the Developer has allotted the same to the Purchaser conditional upon the Purchaser entering into this agreement.

6.5 **Agreement to record:** Pursuant to the aforesaid application made by the Purchaser and the allotment made by the Developer, this agreement is being entered into between the Parties for recording the conclusive and comprehensive terms and conditions (superseding all previous documents and understandings) for sale of the Said Flat and Appurtenances by the developer to the purchaser.

7 Conditions Precedent

7.1 **Acceptance of Conditions Precedent:** The Parties have accepted and agreed that the following are and shall be the Conditions Precedent to this Agreement:

7.1.1 **Financial and other Capacity of Purchaser :** The undertaking of the purchaser to the Developer/Owners that the Purchaser has the financial and other resources to meet and comply with all financial and other obligations under this Agreement punctually.

7.1.2 **Satisfaction of the Purchaser:** The undertaking of the purchaser to the Developer that the Purchaser are acquainted with, fully aware of and is thoroughly satisfied about the title of the Owner/Developer, the plans, all the background papers the right of the purchaser to enter into this Agreement and the extent of the rights being granted in favor of the Purchaser, and shall not raise any objection with regard thereto.

7.1.3 **Measurement:** As regards super built up area of the said Flat, the parties confirm and assure each other that the certificate of Architect and/or Architects as may be appointed by the Developer from time to time shall be final and binding upon the parties. At the time of delivery the Purchaser may appoint their own Architect for verifying the measurement. The net price (defined in Clause 9.1 below) shall increase or Decrease on the basis of the final measurement.

7.1.4 **Rights Confined to Said Flat And Appurtenances:** The undertaking of the Purchaser to the Developer that the right, title and interest of the Purchaser is confined only to the Said Flat and Appurtenances and the Developer is entitled to deal with and dispose of all other portions of the Said Property and the said building complex to third parties at the sole discretion of the Developer which the Purchaser under no circumstance shall be entitled to raise any objection.

7.1.5 **Covenants:** The mutual agreement and acceptance by and between the parties that (1) the covenants of the Purchaser (**Purchaser's Covenant**) and the of the Developer (**Developer covenants**) as mentioned below shall perpetually run with the land, (2) the Purchaser Covenant and the Developer's Covenant (collectively **Covenants**) shall bind him/her /them successors-in-title or interest and (3) this Agreement is based on the undertaking that the Purchaser Covenants and the Developer covenants shall be strictly performed by the Purchaser and Developer respectively.

7.1.6 **Common Portions Subject to Change:** The mutual Agreement and acceptance by and between the parties that although the common portion is described in the **Third Schedule** below, the said description is only indicative and is not intended to bind the Developer in any manner. The developer shall in the absolute discretion of the developer be entitled to modify, improve or otherwise improvise upon the Common portions and the Purchaser shall not have any claim, financial or otherwise against the Developer for such change.

Mohamed Jamil

Partner

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8 Commencement and Validity:

- 8.1 **Date of Commencement:** The Agreement has commenced and shall be deemed to have commenced on and with effect from the date mentioned at the beginning of this Agreement.
- 8.2 **Validity:** The Agreement shall remain in force till such time the Said Flat and Appurtenances is completed and possession thereof is delivered to the Purchaser and conveyance is done unless terminated in the owner mentioned in this Agreement.

9 Net Price, Payment and Extras

- 9.1 **Net Price:** The total consideration for sale of Said Flat and the Covered Car parking Space is **Rs. 25,00,000/- (Rupees Twenty Five Lac) Only** (Which is excluding the GST and Others statutory Charges) which the parties confirm and accepts. The net price has been fixed by mutual consent and hence it shall not be covered to question by either party provided however the Net Price shall vary proportionately and does not include the extras mentioned in clause 9.4 below.

- 9.2 **Payment of Net price:** The net price shall be paid in the manner mentioned in the **Fifth Schedule** hereunder written and time being the essence contract. The Purchaser agree and covenant not to claim any right or possession over and in respect of the Said Flat and Appurtenance till such time the Purchaser has paid the entirety of the Net Price and paid or deposited all other amounts, agreed to be paid or deposited under the agreement.

- 9.3 **Notice of Payment :** On happening of each event mentioned in **Fifth Schedule** hereunder written, the Developer shall give written notice to the Purchaser (**Payment notice**) quantifying the amount payable by the Purchaser within 15 days of the date of the Payment Notice, the purchaser shall (unconditionally, without raising demur or without raising any dispute about service/receipt of the Payment Notice) pay the amount quantified in the Payment Notice, Failing which the Purchaser shall be deemed to be in default and the consequences. The Purchaser covenant that the Purchaser shall regularly and punctually make payment of the installments of the Net Price in the manner mentioned in the Fifth Schedule hereunder written and this agreement is and shall be deemed to be sufficient notice to the Purchaser about the obligation to make payment.

- 9.4 **Extras:** In addition to the Net Price mentioned above, the Purchaser shall also pay to the Developer the following (collectively **Extras**).

- 9.4.1 **Proportionately:** Proportionately cost, expenses, deposits and charges for:

- (a) **Betterment fee:** Better or other levies that may be charged /imposed by any government authorities or statutory bodies on the Said Property and Appurtenances or its terms hereof.
- (b) **Formation of association:** formation of a body which may be a syndicate committee body corporate company or association under the West Bengal Apartment ownership Act 1972 and /or under the Co-operative societies Act 1983 Association .The cost will be shared at actual and proportionately.
- (c) **Taxes:** Service tax, Work Contract Tax Value Added Tax or any other tax and any other imposition levied by the State Government or any other authority or body on the Developer from time to time.

- 9.4.2 **Wholly:** wholly ,cost expenses , deposit and charges, towards:

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Partner
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Partner

- (a) **Legal fees, Stamp Duty, and Registration Cost:** Fee of Legal Advisor who have drawn this Agreement and shall exclusively draw all the further documents including Deed of Conveyance. The fees of Legal Advisor shall assess by the Developer appointed Legal Advisor on the basis of market value of the Said Flat and Appurtenances, as to be determined by the concern authority. Registration work of the Final Deed of Conveyance will be done by the Advocate appointed by the purchaser.
- (b) **Additional work:** Increased cost due to any variation or additional /extra work over and above the specification given in the **Fourth schedule** below (**Specification**) or Plan of extra work done for the Said Flat and Appurtenance as per desire of the Purchaser. Variation in specification shall mean variation/change of specification subject to the approval of the concerned authority .Instruction in writing for such variations or additional /extra work as per the desire of the Purchaser should reach the Developer along with the payment of the estimated expense thereof prior to execution of the work.
- (c) **Maintenance Deposit:** interest free deposit as security for payment of Maintenance Charges, a sum of Rs.10/- (Rupees ten) per square feet (**Maintenance Deposit**), which shall be handed over to the Association, upon formation.
- (d) **Personal Meter:** The Purchaser will bring Personal Electric Meter in the Said Flat at their own cost and expense and the Developer will assist and sign all the relevant papers for obtaining the personal meter in the said flat.
- e) **Completion Certificate:** The Developer will bear charge for obtaining Completion Certificate of the building charged by the concerned Rajarhat Bishnupur 1 No Gram Panchyat, and a copy of the same will be supplied to the Purchaser as and when the developer will receive the same from the concerned authority.

Modarisi Javon

10 Construction, Completion of Sale and Facility Manager:

- 10.1 **Construction by Developer:** The developer shall construct complete and finish the Said Flat and Appurtenance in accordance with the plans or as may be recommended by Architect or such other Architects as may be appointed by the Developer from time to time as per specification mentioned in the **Fourth Schedule** below. The decision of the Architect of the Developer, regarding quality and workmanship shall be final and binding on the Parties.
- 10.2 **Purchaser's consent and acceptance of variations etc:** The Purchaser hereby consent to the variations modifications or alterations as may be recommended by the Architect and hereby further agrees not to raise any objection to the Developer and/or the Architect making such variations , modifications or alterations.
- 10.3 **No Hindrance:** The Purchaser shall not do any act deed or thing, whereby the construction of the Said Flat and Appurtenances and /or the Said Building Complex is in any way hindered and impended.
- 10.4 **Basic Duty of Purchaser:** The Purchaser shall make all payments and perform all obligations as stipulated in this Agreement. The Purchaser shall not in any way commit breach of the terms and conditions herein contained.
- 10.5 **Completion Time:** Construction, finishing and making Registration of Deed of Conveyance of the Said Flat and the Developer shall be handover the peacefull

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Partner

vacant possession in habitable condition of the same within 7 months from the date of execution of this Agreement for Sale and the purchaser shall complete the full and final payment in respect of the said flat and covered car parking space in accordance with the Payment Schedule as described in the **Fifth Schedule** hereunder written.

10.6 **Possession of Said Flat and Appurtenance:** Upon construction, finishing and making the Said Flat habitable, the Developer shall hand over possession of the same to the Purchaser. With regard to possession, it is clarified as follows:

10.6.1 **All Payments Before Possession:** Before the delivery of possession, of the Said Flat and Appurtenance the purchaser shall pay to the Developer all amounts due and payable towards the Net Price and any sum payable towards Extras.

10.6.2 **Possession Notice and Date of Possession:** Immediately after the Said Flat is ready (in this regard the decision of architect shall be final and binding), the Developer shall serve a notice on the Purchaser (**Possession Notice**) and within 15 (fifteen) days from the date of the Possession Notice the Purchaser shall take over the physical possession of the Said Flat (**Date of Possession**) after fulfilling all obligation under this Agreement including payment of all accounts due to the Developer under the Agreement.

10.6.3 **Meaning of Completion:** It shall not be obligatory for the Developer to complete the Common Portions in all respects before giving the possession Notice to the Purchaser and the Said Flat shall be deemed to have been completed in all regards if the same is made fit for habitation [(1) in bare condition and (2) as per the Specification, the decision of the Architect in this regard being final and binding]].

10.6.4 **Complete Satisfaction on Possession:** On the date of possession, the purchaser shall be deemed to be completely satisfied with all aspects of the Said Flat and Appurtenance, including the measurement of the Said Flat, with regards to which Purchaser shall, accepts the measurement of the Architect as final and binding.

10.6.5 **Commencement of Outgoing:** From the Date Of Possession, all outgoings in respect of the Said Flat And Appurtenances, including *panchayet* tax, surcharge, land revenue, levies, cess etc., and Common Expenses/ Maintenance Charges as be tentatively decided by the Developer, shall become payable by the Buyers.

10.7 **Developer's Obligations:** Subject to the Purchaser making payment of the Net Price and the Extras in the manner stipulated in this Agreement, the Developer hereby agrees:

10.7.1 **Construction of the Said Flat:** To Construct, finish and make the Said Flat and transfer the same to the Purchaser.

10.7.2 **Construction According to Specification:** To construct, finish and make the Said Flat in accordance with the Plans and Specifications, reasonable variations expected.

10.7.3 **Arrangement for Utilities for Construction Work:** To Make own arrangement for water and electricity required for construction.

10.8 **Completion of Sale:** The sale of the Said Flat and Appurtenances shall be completed by execution and registered of conveyance in favors of the Purchaser provided the Purchaser tenders all amounts required for the same as mentioned

Modali, Javid Partner

CANCUN CONSTRUCTIONS

Partner

hereinabove. The legal Advisors shall draft the standard conveyance for the building and only such standard convenience shall be used.

10.9 **Facility Manager:** The Purchaser shall pay Rs 1/- per sq.ft. per month primarily as maintenance Charges To the Developer's appointed Facility Manager, from the date of Possession of the flats received by Flat owners upto the date handing over of the building to the Ad-hoc Association of Flat owners, which are nominated by the Developer (**Facility Manager**). In this regard, it is clarified that (1) the Facility Manager shall operate, manage and render specified day to day services with regard to the Common Portions, (2) the Facility Manager shall levy and collect the Common Expenses/Maintenance Charges as above, (3) the Purchaser shall be bound to pay the common expenses /maintenances charges to the Facility Manager, (4) the Facility Manager will not be require to render any accounts to the Purchaser and it shall be deemed that the Facility manager is rendering specific services to the Purchaser for commercial considerations and (5) the ownership of the Common Portions (subject to the terms of this agreement)shall vest in all the co-owners of the Said Building Complex , represented by the Association and the Facility Manager shall merely be the service provider for rendition of specified service with regard to the Common Portions and (6)the Facility Manager may be replaced by the Ad-hoc committee of the Association of Flat Owners nominated by the Developer at the time of handing over complete project (Building).The first one year 's maintenance will be payable by the Purchaser to the developer directly as aforesaid.

11 Purchaser's Covenant & Developer's Covenants:

11.1 **Purchaser's Covenant:** The Purchaser covenants with the Developer and admits and accepts that:

11.1.1 **Purchaser Aware of and Satisfied With Said Building Complex and Construction:** The Purchaser upon satisfaction with complete knowledge of the Common Portions, Specification and all other ancillary matters, is entering into this Agreement.

The Purchaser has examined and is acquainted with the Said Building Complex to the extent already constructed and to be further constructed and has agreed that the Purchaser shall neither have nor shall claim any right over any Portion of the Said building complex and the Said Property save and except the Said Flat and Appurtenances.

11.1.2 **Purchaser to Mutate and Pay Rates & taxes and Common Expenses/Maintenance Charges:** The purchaser shall (1) pay the Common Expenses /Maintenance charges and Rates & Taxes (proportionately for the Said building complex and wholly for the Said Flat and Appurtenances . from the date of possession and until the Said Flat and Appurtenances is separately mutated and assessed in favour of the Purchaser) on the basis of the bills to be raised by the Facility Manager, such bills being conclusive proof of the liability of the Purchaser in thereof and (2) have mutation completed at the earliest. The Purchaser furthest admits and accepts that (i) the Purchaser shall not claim any deduction or abatement in the bills of Facility manager and (ii) the Common Expenses Maintenance Charges shall be subject to variation from time to time, at the sole discretion of the Facility Manager and (iii) Units remaining unsold shall not be liable for payment of Common Expenses / Maintenance charges until such time such units are sold and transferred.

11.1.3 **Purchaser to pay interest for delay and/or Default:** The Purchaser shall pay without raising any objection in any manner what so ever and without claiming

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Partner

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any deduction or abatement what so ever all bills raised by the Facility Manager within 7days of presentation thereof, failing which the Purchaser shall pay interest @ 12% per annum, compoundable monthly to the Facility Manager such interest running till such payment is made. The Purchaser also admits and accept that in the event such bills remain outstanding for more than 2 months, all common services shall be discontinued to the Purchaser and the purchaser shall be barred from using the Common Portions.

11.1.4 **Developer's Charge/Lien:** The Developer shall have the first charge and/or lien over the Said Flat and Appurtenance for all amounts remaining outstanding from the Purchaser.

11.1.5 **No obstructions by the Purchaser to further Construction:** The Developer is entitled to construct further floors on and above the top roof of the Said Building Complex and/or to make other constructions elsewhere in the Said Property along with fixation of hoarding, banners, dish antennas in the part of the ultimate roof of the building by the Developer, and the Purchaser shall not obstruct or object to the same. The Purchaser also admits and accept that the Developer and/or employees and/or agents and/or contractor of the Developer shall be entitled to use and utilize the Common Portion for movement of building materials and for other purpose and the Purchaser shall not raise any objection in any manner whatsoever with regard thereto.

11.1.6 **Variable Nature of land Share in Common Portions:** (1)the Purchaser fully Comprehends and accepts that the land share and the share in Common Portions in a notional proportion that the Said Flat bear to the currently proposed area of the Said Building Complex (2) the Purchaser fully Comprehends and accepts that if the area of the Said Building Complex is increased/recompleted by the Developer or if the Developer integrates/adds (Notionally or actually) adjacent lands and premises to the Said Property and the Said Building Complex (which the developer shall have full right to do and which right is hereby unconditionally accepted by the Purchaser) then the Land Share and the Share in Common Portions shall vary accordingly and proportionately (3) the Purchaser shall not question any variation (including diminution) of the land share in Common Portions as decided by the Developer chasers shall not demand any refund of the Net Price Paid by the Purchaser on ground of or by reason of any variation the land share and the share in the common portion and (5) the Purchaser fully Comprehends and accepts that the land share and the share in the common portion is not divisible and partible . The Purchaser shall accept (without demur)the proportionate with regards of various matters as be determined at the absolute discretion of the Developer.

11.1.7 **Cost of Formation of Association:** The Purchaser shall share the actual cost of formation of Association proportionately.

11.1.8 **Obligations of the Purchaser:** On and from the date of possession the Purchaser shall:

- (a) **Co-operate in Management and Maintenance:** Co-operate in Management and Maintenance of the Said Building Complex and the Said Property by the Facility Manager.
- (b) **Observing Rules:** Observe the rules framed from time to time by the Facility manager/Association for the beneficial common enjoyment of the Said building Complex and the Said Property.
- (c) **Paying Electrical Charges:** Pay for Electricity or any other utilities consumed in or relating to the Said Flat &&and Appurtenances' and the Common Portions.

Modality Javid CANCUN CONSTRUCTIONS Partner

- (d) **Meter and Caballing:** Be liable to draw the electric lines/wires from the meter installation area to the Said Flat only through the Duct and pipes provided therefore, ensuring that no inconvenience is caused to the Developer or to the other Purchaser. The main Electric meter shall be installed only at the common meter space in the Said Building Complex. The Purchaser shall similarly use the Ducts and the pipes provided for TV, broadband, data cables and telephone cables and shall under no circumstance be entitled to sting wires and cables through any other part or portion of then Said building complex and/or the Said Property.
- (e) **Residential Use:** Use the Said Flat for residential purpose only under no circumstance shall the Purchaser use or allow to be used the Said Flat for commercial industrial or other non residential purposes. The Purchaser shall also not use the Said Flat as religious establishment, guest house, serviced apartment, mess, chummery, hotel, restaurant, nursing home, club, school or other public gathering place.
- (f) **No Alteration:** Not alter modify or in any manner change the (1) elevation and exterior color scheme of the Said building complex and (2) design and/or the color scheme of the windows, grills and the main door of the Said Flat without the permission in writing of the Developer . In the event the Purchaser make the said alterations/changes, the Purchaser shall compensate the Developer as estimated by the Developer.
- (g) **No Structural Alteration :** Not alter, modify or in any manner change the structure or any civil construction in the Said Flat and Appurtenances or the Common Portions or the Said building complex.
- (h) **No Sub Division :** Not sub-divide the Said Flat and Appurtenances and the Common Portions , under any circumstances.
- (i) **No Changing Name :** Not change/alter/modify the names of the Said building complex from those mentioned in this Agreement.
- (j) **No Nuisance and Disturbance:** Not use the Said Flat or permit the same to be used in such manner or commit any act, which may in any manner cause nuisance or annoyance, to other occupants of the Said building complex and/or the neighboring properties and not make or permit to be made any disturbance or do or permit anything to be done that will interfere with the rights comforts or convenience of other occupants
- (k) **No Storage:** No or Cause to be stored and not place or cause to be placed any goods, articles or things in the Common Portions.
- (l) **No Obstruction to Developer/Association:** Not obstruct the Developer/Association (upon formation) in their acts relating to the Common Portions and not obstruct the Developer in constructing on the top roof of the Said building complex and selling and granting rights to any person or any part of the Said building complex (expecting the Said Flat and Appurtenances). Provided that it will not become impossible to stay in the flats /floor below the roof top.
- (m) **No Obstruction of Common Portions:** No obstruct pathways and passages or use the same for any purpose other than for ingress to and egress from the Said Flat.
- (n) **No Violating Rules :** Not violate any of the rules and /or regulations laid down by the Facility manager/Association for the use of the Common Portions.

Modest Jansen

Cancun Constructions
 Partner

Partner

- (o) **No Throwing Refuse:** Not throw or accumulate or cause to be thrown or accumulated any dust, rubbish or other refuse in the Common Portions save at the places indicated thereof.
- (p) **No Injurious Activities:** Not carry on or cause to be carried on any obnoxious or injurious activity in or through the Said Flat, or the Common Portions.
- (q) **No Storing Hazardous articles:** Not keep or store any offensive, Combustible, obnoxious, hazardous or dangerous articles in the Said Flat.
- (r) **No Signboard:** Not put up or affix any signboard, name plate or other things or other similar articles in the Common Portions or outside walls of the Said Flat /Said building complex save at the place or places provided there for **provided that** this shall not prevent the Purchaser from displaying a standardized name plate outside the main door of the Said Flat.
- (s) **No Drawing Wire/Cable:** Not affix or draw any wire, cable or pipe from to or through any Common Portions or outside walls of the Said building complex save in the manner indicated by the Facility Manager/Association.
- (t) **No Floor Damage :** Not keep any heavy articles or things, which are likely to damage the floors or operate any machine save usual home appliances.
- (u) **No Installing Generator :** Not install or keep or run any generator in the Said Flat.
- (v) **No Use of Machinery:** Not install or operate any machinery or equipment except household appliances.

Modarrah Jorral

11.1.9 **Roof Rights:** A demarcated portion of the top roof of the Said building complex shall remain common to all residents of the Said building complex (**Common Roof**) and all common installations such as water tank and lift machine room shall be situated in the common roof and the balance of the top roof of the said building complex shall belong to the Developer with right of exclusive transfer and the purchaser specifically agrees not to do any act, which prevents or hinders such transfer. Notwithstanding the demarcation of the top roof of the Said building complex as aforesaid, the Developer shall always have the right of further construction on the entirety of the top roof (by taking permission from the concerned authorities) and the Purchaser specifically agrees not to do any act which prevents or hinders such construction. After such construction, the roof above such construction shall again have a Common Roof for Common use of all residents of the Said building complex.

CANCUN CONSTRUCTIONS

Cecilia Ojeda

Partner

11.1.10 **No Right in other Areas:** The Purchaser shall not any right in the other portions of the Said property and the Purchaser shall not raise any dispute or make any claim with regard to the Developer either constructing or not constructing on the Said other portions

11.2 **Developer Covenants:** The Developer covenant with the Purchaser and admits and accepts that:

11.2.1 **Completion of transfer:** Subject to the Purchaser performing the terms and conditions of this Agreement, the transfer of the Said Flat and appurtenance shall be completed by the Developer by executing conveyance in favor of the Purchaser, if the Developer fails to hand over the possession of the Said Flat and Car parking Space within the scheduled time, the Developer shall be liable

to pay compensation to the purchaser as per the State Bank of India Fixed Deposit banking rate of interest which will be calculated in respect of the total consideration money.

11.2.2 **No Creation of Encumbrance:** The Developer shall not create any charge, mortgage, lien and/or shall not sell transfer, convey and/or enter into any agreement with any person other than the Purchaser in respect of the Said Flat and appurtenance, subject to the Purchaser fulfilling all terms, conditions and obligations of this agreement.

11.2.3 **Documentation for Loan :** The developer shall provide to the Purchaser all available documents for the Purchaser availing loan from Banks Financial Institutions to finance the Purchase of the Said Flat and appurtenances.

12. **Termination and its Effect:**

12.1 **Cancellation by Purchaser :** The Purchaser shall have the right to terminate this Agreement at any time and if the Purchaser all payments received till that date, without any interest after deducting 10% of the investment amount including cost of cancellation of registration of this agreement.

12.2 **Breach of Purchaser's Covenants:** In this event the Purchaser (1) fails to make payment of the Net Price, Extras and any other amount payable to the Developer hereunder, or (2) fails to perform the obligation on the part of the Purchaser to be performed in terms of this Agreement or (3) neglect to perform any of the purchaser's Covenants, this agreement shall, at the option of the Developer, stand cancelled and/or rescinded, upon which the Developer shall refund to the Purchaser's all payments received till that date, without any interest after deducting 20% of the investment amount . Payments made by the Purchaser for up-gradation shall be non refundable. In the event the Developer condone the delay of any payment due under this Agreement, the Purchaser shall be liable to pay interest @ 12% per annum for the period of delay (computed from the date of payment become due till the date of payment) on all amount due and outstanding. However such right of condonation is exclusively vested on the Developer and the purchaser shall not be entitled to demand condonation as a matter of right.

12.3 **Transfer before Registration :** In case Purchaser wish to assign/nominate his rights in favour of another person (before Registration of Flat), then amount calculated @ 5% of Total Sale Value shall be charged from the Purchaser as Assignment /Nomination charges.

13. **Taxes**

13.1 **Obligation Regarding Taxes :** In the event of the Developer being made liable for payment of any tax (excepting Income Tax) duty, levy or any other liability under any statute or law for the time in force or enforced in future or if the Developer is advised by its consultant that the Developer is liable or shall be made liable for payment of any such tax, duty, levy or other liability on account of the Developer having agreed to perform the obligations under this Agreement or having entered into this Agreement, then and in that event the Purchaser shall be liable to pay all such tax, duty, levy, or other liability and hereby agrees to indemnify, and keep the Developer indemnified against all actions, suits, proceeding, costs, charges and expenses in respect thereof .The taxes, duties, levies or other liabilities so imposed or estimated by the Developer's consultant shall be paid by the Purchaser at or before the Date of Possession.

Ms. Dossini Javari

Partner
CANCUN CONSTRUCTIONS

Partner

14. Defects

14.1 **Decision of Architect Final:** If any work in the Said Flat and Appurtenance is claimed to be defective by the Purchaser, the matter shall be referred to the Architect and the decision of the Architect shall be final and binding on the Parties, If directed by the Architect, the Developer shall at own costs remove the defects. This will however not entitled the Purchaser to refuse to take possession of the Said Flat.

15. Association and Rules

15.1 **Transfer of Deposits:** The maintenance deposit mentioned in this Agreement is to be paid by the Purchaser to the Developer and shall be held by the Developer free of interest and shall be transferred (if not adjusted against any arrears of payments) to the Association.

15.2 **Rules of Use:** The Said Flat & Appurtenance shall be held by the Purchaser subject to such rules and regulations as may be made applicable by the Association from time to time.

15.3 **Covenants Regarding Use:** The Purchaser agrees that the Purchaser shall use the Said Flat and Appurtenances subject to the following restrictions:

15.3.1 **No Misuse of Water:** The Purchaser shall not misuse or permit to be misused the water supply to the Said Flat.

15.3.2 **Damages to Common Portions:** All damages to the Common Portions caused by the Purchaser and/or family members, invitees or servants of the Purchaser shall compensated for by the Purchaser.

15.3.3 **No Unlawful Act:** The Purchaser shall not do any unlawful act and shall abide by all bye-law and/or rules and regulations, which may be framed by the Facility Manager or the Association.

15.3.4 **Notification Regarding Letting:** If the Purchaser let out or sells the Said Flat and Appurtenances or portion thereof the Purchaser shall immediately notify the Facility Manager/Association of the tenant's /transferee's address and Telephone number and the identity.

16. Force Majeure:

16.1 **Circumstances of Force Majeure:** The Developer not be held responsible for any consequences or liabilities under this Agreement, if the Developer is prevented in performing the obligation by reason of contingencies caused by neither of the Parties and unforeseen occurrences such as (1) acts of God, (2) acts of Nature, (3) act of Warm, (4) fire, (5) insurrection, (6) terrorist action, (7) civil unrest, (8) riots, (9) strike by material suppliers, workers and employees, (10) delay on account of receiving statutory permissions, (11) delay in the grant of electricity, water sewerage and drainage connection or any other permission or sanction by the Government or any statutory authority, (12) any notice, order of injunction, litigation, attachments etc and (13) any rule or notification of the Government or any other public authority or any act of Government such as change in litigation or enactment of new law, restrictive Governmental laws or regulations (**collectively Circumstances of Force Majeure**).

17. Miscellaneous

17.1 **Indian Law:** This Agreement shall be subject to Indian Law.

17.2 **One Transaction:** This Agreement relates to the transaction recorded and contemplated herein and no other Transaction.

Modarrah Javed

Partner
GANCUN CONSTRUCTIONS
Rashid Ahmad

17.3 Confidentiality and Non-disclosure: The Parties shall keep confidential all non-public information and documents concerning the transaction herein, unless compelled to disclose such information /documents by judicial or administrative process.

17.4 No Claim of Un-Enforceability: This Agreement is executed by the Parties under legal advice, out of free will and without any duress or coercion. Hence none of the Parties shall have the right to claim un-enforceability of this Agreement.

17.5 Agreement personal to Purchaser: The Agreement is personal and the purchaser shall not be entitled to transfer any right without the consent in writing of the Developer. The Purchaser admits and accepts that the Purchaser shall not nominate or assign the right under this Agreement without the written consent of the Developer.

18. Notice

18.1 Mode of Service : Notices under this Agreement shall be served by e-mail or messenger or registered post /speed post with acknowledgement due at the above mentioned addresses of the Parties, unless the address is changed by prior intimation in writing . Such services shall be deemed to have been effected (1) on sending out the e-mails, (2) on the date of delivery, if sent by the messenger and (3) on the 4th day of handing over of the cover to the postal authorities, if sent by registered post/speed post, irrespective of refusal to accept service by the Parties.

19. Alternative Dispute Resolution:

19.1 Disputes: Disputes or differences in relation to or arising out of or touching this Agreement or the validity, interpretation, construction, performance, breach or enforceability of this Agreement (collectively disputes) shall be referred to the Arbitral Tribunal described in clause 19.1.1 below and finally resolved by arbitration under the Arbitration and Conciliation Act 1996 with modifications made from time to time .In this regard ,the Parties irrevocably agrees that.

19.1.1 Constitution of Arbitral Tribunal: The Arbitral Tribunal shall consist of one arbitrator, who shall be an Advocate to be nominated by the Developer.

19.1.2 Place: The place of arbitration shall be Kolkata only

19.1.3 Binding Effect : The Arbitral Tribunal shall have summary powers and be entitled to give interim awards /directions regarding the Dispute and shall further be entitled to avoid all rules relating to procedure and evidence as are expressly avoidable under the law .The interim/final award of the Arbitral Tribunal shall be binding on the parties.

20. Jurisdiction

20.1 District Court: In connection with the aforesaid arbitration proceeding, only the District Judge, North 24-parganas District and the High Court at Kolkata shall have jurisdiction to entertain and try all actions and proceedings.

THE FIRST SCHEDULE ABOVE REFERRED TO

(Said Property)

ALL THAT piece and parcel of as plot of land measuring an area of 6.75 (six point seven five) decimals equivalent to 4(Four) Cottahs 1(One) Chittack 15(Fifteen) Square Feet more or less, comprised in **R.S. /L.R. Dag No 4990**, under, R.S. Khatian No. 357, L.R. Khatian Nos. 3853, P-3854, 3856 corresponding to present **L.R. Khatian**

Modan Javid

CANCON CONSTRUCTIONS
Partner

Partner

No. 5279, lying and situated at **Mouja - Reckjoani**, J.L. No - 13, Re. Sa. No.198, at present Touzi No. 10, within the local limits of Rajarhat Bishnupur 1 No. Gram Panchayet, within the jurisdiction of Rajarhat Police Station, under Additional District Sub-Registrar Rajarhat New Town, in the District - North 24 Parganas, in the State of West Bengal and the said landed property is butted and bounded as follows:-

ON THE NORTH : R.S Dag No 4990.
ON THE SOUTH : R.S Dag No 4990.
ON THE EAST : R.S Dag No 4989.
ON THE WEST : Panchayat Road.

THE SECOND SCHEDULE ABOVE REFERRED TO

Part - I

(Description of the Said Flat)

ALL THAT piece and parcel of one independent residential flat being **Flat No. "B"** on the **1st Floor**, measuring **690 (Six Hundred Ninety) Square Feet** be the same a little more or less of Super Built Up area consisting 2 (Two) Bed Rooms, 1 (One) Drawing-cum-Dinning, 1 (One) Kitchen, 2 (Two) toilets , alongwith One Covered Car parking Space vide no **KP - 6**, lying and situated in the said building complex namely '**KLINTON TOWER**' lying at **Reckjoani**, constructed upon the land described in the First Schedule hereinabove including proportionate share of undivided impartible land of First Schedule Property including the rights of the use of common area in the building complex and the land as shown in the map or plan kept with the Developer including 25% service area.

No. 5279
Jawaid

Part-II

(Said Flat And Appurtenances)

[Subject Matter of Agreement]

The Said Flat, being the flat described in **Part-I** of the **Second Schedule** above.

The Land Share, being undivided, impartible, proportionate and variable share in the and comprised Said Property described in **First Schedule** above, as is attributable to the Said Flat.

The Share In Common Portions, being undivided, impartible, proportionate and variable share and/or interest in the Common Portions described in the **Third Schedule** below, as is attributable to the Said Flat.

CANCUN CONSTRUCTIONS

Deban's Dny

Partner

THE THIRD SCHEDULE ABOVE REFERRED TO

(Common Portions)

Building Level:

- Lobbies on all floors and Staircase of the Said Building.
- Lift Machine Room and lift well of the Said Building.
- Water reservoirs/tanks of the Said Building.
- Water Supply, pipeline in the Said Building (save those inside any Unit).
- Drainage and sewage pipeline in the Said Building (save those inside any Unit).
- Wiring, fittings and accessories for lighting of lobbies, staircase and other common portions of the Said Building.
- Space for Electricity meters.

ELECTRICAL WORKS:

- 1 Full concealed wiring with copper conduit.
- 2 In Bed Room: two light points, only one 5 amp plug , one fan point.
- 3 Living /Dining Room : two light points, two fan points, one 5amp plug, one 15 amp plug (as per required area).
- 4 Kitchen : One light point, one exhaust fan point and one 15 amp plug point.
- 5 Toilet : One light point ,one 15 amp plug point ,one exhaust fan point.
- 6 Varandah: One light point.
- 7 One light point at main entrance.
- 8 Calling bell: One calling bell point at the main entrance.

PAINTING:

- a) Inside wall of the flat will be finished with plaster of paris and external wall with Super snowcem or equivalent.
- b) All doors and Windows frame painted with two coats white primer.

EXTRA WORK: Any work other then specified above would be regarded as extra work for which separate payment is required to be made by the Purchaser

THE FIFTH SCHEDULE ABOVE REFERRED TO**(Mode of Payment)****Part -I**

Net Price for the Said Flat and Carparking Space, **Rs. 25,00,000/- (Rupees Twenty Five Lac) Only**

Part -II**THE SIXTH SCHEDULE ABOVE REFERRED TO****(Common Expenses/Maintenance Charges)**

- 1 **Common Utilities:** All charges and deposits for supply, operation and maintenance of common utilities.
- 2 **Electricity:** All charges for the electricity consumed for the operation of the common machinery and equipment of the said building complex.
- 3 **Fire Fighting:** Cost of operating and maintaining the fire fighting equipments and personnel, if any.
- 4 **Association:** Establishment and all other capital and operational expenses of the Association.
- 5 **Litigation:** All Litigation expenses incurred for the common purposes and relating to common use and enjoyment of the common portions.
- 6 **Maintenance:** All costs for maintaining, operating, replacing, repairing, white washing, painting, decorating ,re-decorating, re-building, re-constructing, lighting and renovating the common portions [including the exterior or interior (but not inside any unit)walls of the said building complex].

Modossin Javid
 Partner
 CANCUN CONSTRUCTIONS
 Belani Onjini

- 7 **Operational** : All expenses for running and operating machinery, equipments and installations comprised in the common portions including lifts, d.. Set, Changeover switches, pumps and other common installations including their license fees, taxes and other levies (if any) and expenses ancillary or incidental thereto and the lights of the common portions.
- 8 **Rates and Taxes:** Municipal Tax, surcharge, Water tax and other levies in respect of the said building complex save those separately assessed on the buyer.
- 9 **Staff:** The salaries of and all other expenses on the staff to be employed for the common purpose, viz manager, caretaker, clerk, security personnel, liftmen, sweepers, plumbers, electricians etc. including their perquisites, bonus and other emoluments and benefits.

Modasir Javadi
 CANCUN CONSTRUCTIONS
 Partner

IN WITNESS WHEREOF The parties hereto have set and subscribe their respective hands and seals on the day, month and year first above written

SIGNED, SEALED AND DELIVERED

By the parties at Kolkata

In the presence of

1.

Debasis Mishra

Signature Landowner/Vendor

Represented by Debasis Biswas
As Constituted Attorney of -
Suparna Mondal

2.

Modassir Jawaid

Signature of the Purchaser

CANCUN CONSTRUCTIONS

Debasis Mishra

Partner

Signature of the Developer

MEMO OF CONSIDERATION

RECEIVED on or before executing this Agreement **Rs. 4,00,000/- (Rupees Four Lac)** Only as part of the Net Price of the said flat and Appurtenances morefully mentioned in the **Part - II** of the **Second Schedule** herein above written, from the above named purchaser.

| Date | Bank & Branch | Cash/Cheque No. | Amount (Rs.) |
|------|---------------|-----------------|-----------------------|
| | | | 4,00,000 |
| | | Total - | Rs.4,00,000 /- |

WITNESSES

1

CANCUN CONSTRUCTIONS

Deban M M

Partner

Signature of the Developer

2

Modassir Jawaid