



पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

X 179494

SALE AGREEMENT

This Agreement to sale is made this 26<sup>th</sup> day of August, in the year Two Thousand and Sixteen

BETWEEN

*ANANDAM HOUSING PVT.LTD.* duly represented by its Managing Director *MR. SYED IRFAN SHER* son of Late Syed Hussain Sher having its Office at 33, Shakespeare Sarani, Kolkata- 700017, P.S. Shakespeare Sarani, hereinafter referred to as the PROMOTORS/OWNER/ FIRST PARTY (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their respective heirs, successors in office and assigns) of the **First Part**;

*ANANDAM HOUSING (P) LTD.*  
Director

floors and other open spaces the common staircase, Lift, common side

*ANANDAM HOUSING (P) LTD.*

AND

1) **MR. ZEYAUDDIN AHMED** , son of late Maulana Shamsuddin, 2) **MRS. SAFIA AHMED** wife of Zeyauddin Ahmed, **AND 3) DR. BADRUDDIN AHMED BAZMI** son of Zeyauddin Ahmed, all by faith - Muslim, all by Occupation - Business, all are presently residing at Keshab Residency, Block No. 1, Flat No. 1F, 138, Keshab Chandra Sen Street, Kolkata-700009, hereinafter called and referred to as the "**Purchasers**", (hereinafter referred to as the **PURCHASER/SECOND PARTY** (which terms and expression shall unless excluded by or repugnant to the context be deemed to include their respective heirs, successors and legal representatives and assign) of the **Second Part;**

#### WHEREAS

The Owners/First Party have started construction of a (G+4) storied building as per Building Permit No. 2014130513 dated. 11.03.2015 in the said schedule property in the manner and on the terms and conditions, agreements and stipulations laid down herein;

For the purpose of construction of the said (G+4) storied building in the said property the First Party at his own costs have got a new building plan sanctioned, plans, specifications, sections, elevations etc.(Copies attached herewith for references).

The First Party shall at his own costs erect, built and construct or cause to be erected, built and constructed a (G+4) storied pucca framed structure building with other erections and structures in the said property complete with electrical, sanitary and water supply lines, installations, fittings, fixtures and arrangements in accordance with building plans, specifications, sections elevations etc. as per the Kolkata Municipal Corporation in good and proper workmen like manner with best building and other materials as per the specifications mentioned in the schedule hereunder.

Upon construction of the entire building and all areas in the ground and other floors and other open spaces the common staircase, Lift, common side



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spaces, front spaces and back spaces the said Flat as per Schedule will be sold & transferred to the Purchaser/Second Party/ their authorized persons as mentioned in para 5 of page 4 & the purchaser has agreed to purchase & acquire on the terms and condition stipulated herein . All that the entire floor of 2<sup>nd</sup> floor of the building under construction at the said premises together with undivided proportionate share in land underneath the building. The Second Party will at full liberty to dispose off the Flat during or after construction in any manner and in whatsoever price after payment of the full cost as agreed herein.

NOW IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES AND THIS DEED HEREBY WITNESSETH :

1. That the party hereto of the First Part have entered into this Sale Agreement of the Flats(4 nos equal 1 BHK flats) on the entire 2<sup>rd</sup> Floor as per sanctioned plan at premises No.265D/1, B.L.Saha Road, Kolkata - 700053 measuring 1939 sq.ft (Superbuilt area) including the service area detailed in the Floor Plan annexed herewith with the party hereto of the Second Part on the mutually agreed terms, conditions and stipulations as stated herein.
2. The undivided share in land shall always remain imprtiable & in case of damages to the flats caused by nature such earthquake etc., the ownership of the proportionate land shall remain with the purchaser.
3. That it is agreed between the parties herein that the rate per square foot of the said Flats contained in the entire 3<sup>rd</sup> Floor shall be Rs.4000/- per sq.ft. which shall be complete in all respect as per 'Schedule of Works' mentioned hereunder.
4. That the party hereto of the Second Part hereby makes payment to the party hereto of the First Part (Ten percent) as First Installment out of the total agreed amount of Rs.77,56,000/-(Seventy Seven lacs Fifty Six Thousand only). on account of booking of the entire 2<sup>nd</sup> floor containing Four equal flats (1 BHK type)at premises No. 265D/1, B.L.Saha Road, Kolkata - 70005 along with Rs. 3,50,000/- for covered parking. The further payment terms shall be as under:

2<sup>nd</sup> instalment of 10% on completion of the Ground floor roof.

3<sup>rd</sup> instalment of 10% shall be paid on completion of the 1<sup>st</sup> Floor roof.

4<sup>th</sup>. Instalments of 10% shall be paid after completion of 2<sup>nd</sup> Floor roof.

5<sup>th</sup> instalment of 10% shall be paid on completion of 3<sup>rd</sup> Floor roof.

6<sup>th</sup> instalment of 10% shall be paid on completion of the final 4<sup>th</sup> Floor roof.

Balance payment shall be paid after getting clearance from KMC for the handing over the flats to the purchaser.

5. The flats shall be registered in the names of the following persons:-

(i) Mrs. Safia Ahmed w/o. Zeyauddin Ahmed & Asfia Nikhat Zia w/o of Md Shamim Anwer & son Md. Zaeem Arsh.

(ii)

(iii) Mrs.Safia Ahmed w/o, Zeyauddin Ahmed & Fouzia Nuzhat Zia w/o of Sharique Ahmad & daughter Aliza Ameen

(iv) Zeyauddin Ahmed s/o late Maulana Shamsuddin & Shazia Nusrat Zia w/o Danish iqbal.

(v) Dr. Badruddin Ahmed Bazmi and Sabahuddin Ahmed Nazmi both sons of Zeyauddin Ahmed.

6. The final payment shall be made as per the actual measurement during take over of the possession of the Flats and/or at the time of Registry.

7. The super built up area of the purchaser unit shall be considered as the total area of the unit from outer wall to outer wall plus proportionate area of the stairs, lifts, lobby plus service areas.

8. That the First Party having obtained sanction plan from the K.M.C. shall complete construction of the said new building within 18 months from the date of execution of this agreement failing which the first party shall



  
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pay compensation for delay @ 2.5% per month or part thereof on the total amount paid by the 2<sup>nd</sup> party.

9. That the said flat shall be completed as per Schedule (Annexure -1 attached) of Works mentioned in this agreement. All structures, fittings and fixtures shall be of good quality ISI standard materials.
10. That if the Second Party becomes insolvent and fails to pay the balance installments as agreed herein in that event this agreement shall get terminated and the advance amount paid by the Second Party will be refunded to the Second Party after deduction of 5% of the paid amount.
11. All disputes and differences arising out of this Agreement or in respect of any interpretation to any meaning or context under this agreement shall be referred to the Arbitral Tribunal, whose decision shall be final and binding on both the parties. For the purpose of arbitration the parties herein shall each nominate a person as Arbitrator. The Arbitration Tribunal shall have summary powers and may or may not keep any record of arbitration proceedings. The Arbitration proceeding shall be governed by the statutory provisions of the Arbitration and Conciliation Act, 1996 with all its amendments, modifications. Such arbitration proceedings shall be completed within 2 months.

**MANAGEMENT, MAINTENANCE AND COMMON ENJOYMENT:**

1. All the common portion and the utilities meant for the common purpose and usages at the said complex (excluding the amenities and facilities comprised in the said club) shall be managed and maintained by the Association and until such Association is formed by all the flat-owners in the said complex, the Sellers shall maintain the common portions and utilities at the said Complex

through the said Lead Co-Owner and/or by any professional commercial facility management organization (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, (3) the Purchasers shall be bound to pay the Common Expenses/maintenance Charges to the Facility Manager, (4) the Facility Manager may be replaced by the consent of 80% (eighty percent) or more of the residents of the Said Complex.

2. The Purchaser shall pay to the said Lead Co-owner and/or Facility Management Organization (Facility Manager), as Common Expenses, a fixed amount as may be decided by the managing committee for managing and maintain the Common Portions and the utilities meant for the common purposes and usages at the said Complex (excluding the amenities and facilities comprised in the Said Club) Provided the Common maintenance may increase according to rise in relevant price index, from time to time.
3. The deposit for the Panchayat/Local Civic Body rates and taxes from time to time, as reasonably required according to the laws then prevailing.
4. The said payments and/or deposits shall be made within the 7<sup>th</sup> (Seventh) day of the month for which the same be due, in case of monthly payments and otherwise, within 8 (Eight) days of the Sellers' demand.
5. All amounts to be deposited by the Purchaser in pursuance hereof shall be utilized only for the purpose for which the same are made respectively **SUBJECT HOWEVER TO** the other provisions hereof.

**ASSOCIATION:**

1. The Purchaser hereby declare and confirm that the Purchaser shall along with the other Flat-Owners shall, within the period of 1 (One) year from the date of the delivery of the possession, form a Flat Owners Association and the Purchaser shall become a member thereof. The Purchaser shall bear and pay the proportionate costs of formation and the expenses of the Association and shall pay for, acquire and hold membership with voting rights and in this regard the Purchaser shall sign, execute and deliver necessary applications and all other papers, declarations and documents as may be required. Upon formation of the Association, the residue then remaining of the maintenance

deposit made by the Purchaser (after adjustment of all amounts then remaining due and payable) shall be transferred by the Lead Co-Owner to the Association. The deposits shall thereafter be held by the Association in the account of the Purchaser. After the formation of the Association, the Association may continue to manage and maintain the common portions and utilities through the Facility Manager, being appointed prior to formation of the said Association.

2. After the Sellers makes the aforesaid transfer to the Association, all the rights and obligations of the Sellers with regard to the Common Purposes shall stand transferred to the Association and only the Association shall be entitled thereto and obliged therefore. All references to the Sellers herein shall henceforth be deemed to be references to the Association.

**DEFAULTS:**

1. In case the Sellers condones the default the Purchaser, then and in such event, the Purchaser shall, along with such dues and/or arrears, pay compensation for the loss and/or damage suffered by the sellers and also interest @ 2.5% (Two and a half percent) per month for the period of default, on all amounts remaining unpaid.

**MISCELLANEOUS:**

1. The proportionate share of the Purchaser in the various matters referred herein shall be such as be determined by the Sellers and the Purchaser shall be bound to accept the same, notwithstanding there being minor variations therein, for the sake of convenience.
2. It is clarified that the Purchaser has approached the Sellers for acquiring the Said Flat and the Rights and Properties Appurtenant thereto and in pursuance thereof, this Agreement is being executed.
3. The said Complex shall be named as "***SOUTH TWIN II Apartments.***" The Purchaser, the Co-owners and/or the Association shall not be entitled to change the name at any time to future.
4. This Agreement constitutes the entire understanding between the Parties and supersedes the terms and conditions whatever agreed between the Parties prior to execution of this Agreement but does not include or supersedes any documents contemporaneously entered into between the Parties.



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5. The Purchaser covenants that the Purchaser shall regularly and punctually make Payments of the installments of the Net Price in the manner mentioned in Schedule written hereunder and this Agreement is and shall be deemed to be sufficient notice to the Purchaser about the obligation to make payment. All the amounts payable hereunder shall be made to **ANANDAM HOUSING PVT.LTD.**, on behalf of all the Sellers herein for which the **ANANDAM HOUSING PVT.LTD.**, shall issue the valid receipt on behalf of all the transactions.
6. The Purchaser, upon full satisfaction and with complete knowledge of the Common Portions, Specifications and all other ancillary matters, is entering into this Agreement. The Purchaser has examined and is acquainted with the Said Complex to the extent already constructed and to be further constructed and has agreed that the Purchaser shall neither has nor shall claim any right over any other portion of the said Complex and the Residential Premises save and except the said Flats in the entire 3<sup>rd</sup> Floor and Appurtenances as described and mentioned herein. The Purchaser shall have the right and liberty to transfer or dispose the flats mentioned herein to any third party as they may deem fit and proper.
7. It is clarified that the Sellers have acquired some plots of land adjacent to the Premises and are also in the Process of acquiring some more plots of land adjacent to the acquired plots of land comprised in the said complex and/or the Premises. The Sellers also intends to develop the aforesaid plots of land by way of construction of New Complex therein as "SOUTH TWIN II Apartments," which shall be treated as part and parcel of the said premises. All the rights, amenities and facilities of the said Apartment, i.e. the entrance of the Project from the main road, the playground and/or garden area, the Common Portions, right of ingress and egress over all the open spaces, paths and passages, etc. shall be shared by the Purchaser and all the co-owners of the "SOUTH TWIN II Apartments. Furthermore, for the purpose of the construction of the "SOUTH TWIN Apartments I and II", the Sellers shall use the main entrance and all the path and passages of the Project to enter into the premises with all men, machines and materials, at all time necessary, without any kind of disturbance and hindrance by the Purchasers and all the co-Owners of the said premises. And further the Purchasers hereby



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undertake and assure to the Sellers that notwithstanding anything contained in this Agreement, the Purchaser has no objection and shall under no circumstances have any objection to the Sellers (1) integrating/adding adjacent/other lands to the said complex, (2) extending, modifying and realigning the extent, area, layout and location of said complex including the Common Portions thereof, (3) modifying the Plans, if consequentially necessary in this regard, and (4) granting all forms of unfettered and perpetual right of ownership, use and easements over the Common Portions of the said complex to the Sellers and/or Purchasers if necessary;

8. The Purchaser and all the Co-Owners of the of the said Apartments shall cooperate with the Sellers for smooth running of construction work and completion of the "SOUTH TWIN Apartments I & II". After completion of construction work of the "SOUTH TWIN II Apartments" , for all practical purpose, the entire project, i.e. "SOUTH TWIN Apartments 1 and 2" shall be treated as single project.
9. All open areas in the said complex proposed to be used for open car parking spaces and do not form part of the Common Portions within the meaning of this Agreement and the Sellers shall have absolute right to sell, transfer and/or otherwise deal with and dispose off the same or any part thereof.
10. Notwithstanding anything contained in this Agreement, the Purchaser has accepted the scheme of the Sellers to construct the said complex and to construct on other portions of the said Premises/adjacent properties and hence the Purchaser has no objection to the continuance of construction in the said complex/other portions of the said Premises/adjacent properties, even after the Date of Possession. The Purchaser shall not raise any objection or create any hindrance to the Sellers and/or their persons and workmen with or without materials, however, the Sellers shall take all reasonable steps to minimize the inconvenience that may be caused to the Purchaser due to and arising out of the said further construction activity in the said complex and/or in the extended Premises adjacent to the said Complex. No nuisance shall be caused to the PUCHASER AT ANY COST.
11. The portion of roof of the said Building shall remain common to all residents of the said Building (**Common Roof**) and all common installations such as water tank and lift machine room shall be situated in the Common Roof.