



पश्चिमवङ्ग पश्चिम बंगाल WEST BENGAL

27AB 633632

AGREEMENT FOR SALE

1. Date-: 5th SEP 2018
2. Place- Kolkata
3. Parties

Dibya Bhattacharya
Neel Chatterjee

CANCLIN CONSTRUCTIONS
Chetan Chandra

Partner

046940

30 AUG 2018

Sl. No.....Date.....

Name.....

Add.....

AMT..... 10/-.....

Carleen Constructions

Salva, Kol-136


SOUMITRA CHANDA
Licensed Stamp Vendor
B/2, K. S. Nay Road, Kol-1

- 3.1 **Mr. ARUN KUMAR MAITY@TARUN KUMAR MAITY (PAN: BSAPM7097L)**, son of Kali Krishna Maity, by faith-Hindu, by occupation-Business, by nationality-Indian, residing at Vill- Salua (Roypara), P.O- Gopalpur, P.S-Airport, Kolkata-700136, District- North 24 Parganas, West Bengal.
- 3.2 **Mr. SURAJIT MAITY(PAN : DDPPM7316Q)** , son of Kali Krishna Maity, by faith-Hindu, by occupation-Business, by Nationality-Indian, residing at Vill- Salua (Roypara), P.O- Gopalpur, P.S-Airport, Kolkata-700136, District- North 24 Parganas, West Bengal.
- 3.3 **Mr. RAJKUMAR SINGHA ROY (PAN : AYDPS6690K)** son of late Niranjan Singha Roy, by faith-Hindu, by occupation-Business, by Nationality-Indian, residing at Salua Roypara, P.O-Gopalpur, P.S-Airport, Kolkata-700136, District- North 24 Parganas, West Bengal.
- 3.4 **Mr. RAJU SINGHA ROY (PAN : ALPR1794E)** Son of late Amiyo Kumar Singha Roy, by faith - Hindu, by occupation -Business, by Nationality-Indian, residing at Salua Roypara, P.O-Gopalpur, P.S-Airport , District- North 24 Parganas, Kolkata-700136 West Bengal,
- 3.5 **Mrs. MONIKA SAHA,(PAN: DFAPS5318H)** wife of Shri Tapash Saha, by faith - Hindu, by occupation -Business, by Nationality-Indian, residing at Premises No 34, Harish Neogi Road, P.O. & P.S - Maniktala, Kolkata-700067, West Bengal.
- 3.6 **Mr. JAYANTA MITRA(PAN: BOPPM9770R)** son of Joydeb Mitra, by faith - Hindu, by occupation -Business, by Nationality-Indian, residing at Salua Roypara, P.O-Gopalpur, P.S-Airport, District- North 24 Parganas, Kolkata-700136 West Bengal.
- 3.7 **Mr. BABU ROY (PAN: BUCPR5955E)**, son of late Arun Roy, by faith - Hindu, by occupation -Business, by Nationality-Indian, residing at Salua Roypara, P.O-Gopalpur, P.S-Airport , District- North 24 Parganas, West Bengal,
- 3.8 **SUMANTA MAITY,(PAN:BQGPM0076H)** son of Late Ajit Maity@BhuddhiswarMaity ,by faith-Hindu, by occupation-Business, by Nationality-Indian, residing at Salua Roypara, P.O-Gopalpur, P.S-Airport , Kolkata- 700136, District- North 24 Parganas, West Bengal.
- 3.9 **DEBASIS BISWAS, (PAN : AJHPB3184C)** Son of Sadhan Chandra Biswas by faith - Hindu, by occupation -Business, by Nationality-Indian ,residing at Bajetaraf, P.O-Sikharpar, P.S-Rajarhat, District-North 24 Parganas, Kolkata-700135, West Bengal, presently residing at Salua Roypara, P.O-Gopalpur, P.S-Airport , District- North 24 Parganas, West Bengal

All are represented by their Constituted Attorney Mr. DEBASIS BISWAS (PAN : AJHPB3184C) son of Sadhan Chandra Biswas, Partner of M/S CUNCUN CONSTRUCTION, a partnership firm 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 "LANDOWNERS/VENDORS" (which expression shall unless excluded by or repugnant to the context be deemed to mean and include their and each of their legal heirs, administrators, executors, representatives and assigns of the FIRST PART.

AND

- 3.8 **DIBYA BHATTACHARYA (PAN No.)** son of Dilip Kumar Bhattacharya, by faith - Hindu, by Nationality - Indian, residing at - 31/1A, Yogipara Lane, P.O.- Bendan Street, P.S.- Narikel Danga, Kolkata- 700006, West Bengal

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Dibya Bhattacharya

CUNCUN CONSTRUCTIONS

Debasis Biswas

Partner

- 3.9 **MUKUL BHATTACHARYA** (PAN No. _____) wife of Dilip Kumar Bhattacharya, by faith - Hindu, by Nationality - Indian, residing at - 31/1A, Yogipara Lane, P.O.- Beadon Street, P.S.- Narkel Danga, Kolkata- 700056, 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 his and each of his legal heirs, administrators, executors, representatives and assigns of the **SECOND PART**.)

AND

CANCUN CONSTRUCTIONS (PAN No. AAIFC1651K) a partnership firm having its office at Salua Roypara, P. O. - R. Gopalpur, P. S. Airport, Kolkata - 700136, District - North 24 Parganas, West Bengal. Represented by its partner **DEBASIS BISWAS** (PAN : AJHPB3184C) son of Sadhan Chandra Biswas by faith - Hindu, by occupation -Business, by nationality - Indian, residing at Bajetaraf, P.O. Silcharpur, 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, hereinafter called and referred to as the "**DEVELOPER**" (which expression shall unless repugnant to the context be deemed to mean and include its successors in interest in its office for the time being in force, administrators, executors, representatives and assigns) of the **THIRD PART**.

Land owners/Vendors/Purchaser and Developers 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 " A " in the 5th floor, measuring 1300 (One Thousand Three Hundred) Square Feet (Said Flat) be the same a little more or less of Super Build Area in the Block - D, together with one Car Parking space lying and situated in the building complex namely "**SUNPLAZA**" Phase - I, at Salua Roy Para, District - North 24 Parganas, morefully described in the **Part - I** of the **Second Schedule** hereunder written, situated on the land more fully 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 portions). The share in common Portions is/ shall be derived by taking into consideration the proportion which the super

Mukul Bhattacharya

Debas Biswas

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Partner

built-up area of the Said Flat bear to the total super built-up area of the Said Building Complex.

The Said Flat, the Garage, the Land Share, and the Share in Common Portions collectively described in **Part-III** 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 landowners become the absolute owners of **First Schedule** Property, free from all encumbrances and were in peaceful possession thereof described as follows.

5.1.1 **Absolute ownership of Arun kumar Maity @Tarun Kumar Maity & Surajit Maity:** One Arun kumar Maity @Tarun Kumar Maity & Surajit Maity, Present owners herein are the absolute joint owner of the land measuring 2 (two) Cottah 8 (eight) Chittack, more or less, comprised in C.S. Dag No 355. R.S./L.R. Dag No 336, under C.S. Khatian No 242, R.S. Khatian No 54, L.R. Khatian Nos 106, 359, 315, 337, 10, 45 & 131 corresponding to L.R. Khatian No 684 & 685 lying and situated at Mouja - Salua, J.L. No - 3, Re. Sa. No - 109, Touzi No2998, P.S. Rajarhat at present Airport, A.D.S.R.O. Bidhannagar, Salt Lake City, within the local limit of Rajarhat Gopalpur Municipality, in ward no 8, in the District-North 24 Parganas, West Bengal, by jointly purchasing the same from Sefali Maity(Das), Sumita Rani Mondal, Anita Manna, Kabita Das & Namita Das by the strength of a Registered Deed of conveyance, registered on 3rd May' 1985 in the office of S.R. Bidhannagar, Salt Lake City, and recorded in book no -1, CD volume No-597, pages-379 to 384 being Deed No-3117 for the year 1985.

5.1.2 **Registered development Agreement:** The said Arun kumar Maity @Tarun Kumar Maity & Surajit Maity executed a Registered Development Agreement on 16th 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 16th 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 560 to 586 being Deed No. 13390 for the year 2012.

5.1.3 **Registered Power of Attorney:** The said Arun kumar Maity @Tarun Kumar Maity & Surajit Maity executed a registered Deed of Power of Attorney was registered on 16th October' 2012 on the office of A.D.S.R. Bidhannagar, Salt Lake City, and recorded in Book No. 1, CD Volume No. 18, Pages from 14738 to 14749 being Deed No. 13359 for the year 2012, appointing the said Debasis Biswas.

5.1.4 **Absolute ownership of Rajkumar Singha Roy:** one Rajkumar Singha Roy present owner herein, absolute owner of the land measuring 1(one) Cottah 3 (three) Chittacks 17 (seventeen) square feet more or less, comprised in C.S. Dag No 355. R.S./L.R. Dag No 336, under C.S. Khatian No 242, R.S. Khatian No 54, L.R. Khatian Nos. 106, 359, 315, 337, 10, 45 & 131 corresponding to L.R. Khatian No 684 & 685 corresponding to L.R. Khatian No. 1370, lying and situated at Mouja - Salua, J.L. No - 3, Re. Sa. No - 109, Touzi No.2998, P.S. Rajarhat at present Airport, A.D.S.R.O. Bidhannagar, Salt Lake City, within the local limit of Rajarhat Gopalpur Municipality, in ward no 8, in the District-North 24 Parganas, West Bengal, by purchasing the same from one Tulu Rani Saha, Tarun Kumar Maity, & Surajit Maity by the strength of a Registered Deed of conveyance, registered on 24th February' 2010 in the office of A.D.S.R. Bidhannagar, Salt Lake City, and recorded in Book No. 1, CD Volume No. 3, Pages from 10769 to 10782 being Deed No-01841 for the year 2010.

Maity @ Maity for

Debasis Biswas

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Debasis Maity

Partner

- 5.1.5 **Registered development Agreement:** The said Rajkumar Singha Roy executed a Registered Development Agreement on 16th October' 2010 with the present Developer M/s Cancun Constructions 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 16th October' 2012 in the office of A.D.S.R. Bidhannagar, Salt Lake City, and recorded in Book No. I, CD Volume No. 19, Pages from 531 to 559 being Deed No.13389 for the year 2012.
- 5.1.6 **Registered Power of Attorney:** The said Rajkumar Singha Roy executed a registered Deed of Power of Attorney was registered on 16th October' 2012 on the office of A.D.S.R. Bidhannagar, Salt Lake City, and recorded in Book No. I, CD Volume No. 18, Pages from 12733 to 12743 being Deed No. 13252 for the year 2012, appointing the said Debasis Biswas.
- 5.1.7 **Absolute ownership of Raju Singha Roy :** By 2 (two) separate deed (1) Deed of Conveyance dated 19th April' 2013, registered in the Office of the Additional District Sub Registrar, Bidhannagar, Salt Lake City, in Book No. I, CD Volume No. 4, Pages from 1 to 18, being Deed No. 1274 for the year 2013, Bhabani Prasad Sinha Roy & other sold, conveyed and transferred to Raju Singha Roy, land measuring 1.6665 (one point six six six five) decimal equivalent to 1 (one) Cottah 6 (six) Square Feet (2) Deed of Gift dated 19th April' 2013, registered in the Office of the Additional District Sub Registrar, Bidhannagar, Salt Lake City, in Book No. I, CD Volume No. 4, Pages from 19 to 36, being Deed No. 1275 for the year 2013, Ratna Singha Roy and Chaitali Patra @ Chaitali Singha Roy gift to Raju Singha Roy, undivided 2/3rd share of land measuring 2.20 (two point two zero) decimal equivalent to 1 (one) Cottah 5 (five) Chittack out of 2 (two) Cottah AND (3) on the basis of inheritance received from his deceased father, Amiyo Kumar Singha Roy @ Amiyo Singha Ray undivided 1/3rd Share of land measuring 1.10 (one point one zero) decimal equivalent to 11 (eleven) Chittack out of 2 (two) Cottah, **totaling** land measuring 3 (three) Cottah 0 (zero) Chittack 6 (six) Square Feet comprised in C.S. Dag No. 353, R.S./L.R. Dag No. 338, under, C.S. Khatian No 267, R.S. Khatian No 225, L.R Khatian No. 93/2 corresponding to L.R Khatian No 19 & 11 lying and situated at Mouja - Salua, J. L. No. 3, Re. Sa. No. 109, Touzi No 10, P.S Rajarhat at present Airport, A.D.S.R.O. Bidhannagar, Salt Lake City, within the local limits of Rajarhat Gopalpur Municipality, in ward no 8, in the District- North 24 Parganas, West Bengal.
- 5.1.8 **Registered development Agreement:** The said Raju Singha Roy @ Raju Singha Ray executed a Registered Development Agreement on 24th April' 2013 with the present Developer M/s Cancun Constructions for developing the aforesaid plot of land, as well as grant a Power of Attorney appointing the said Debasis Biswas under some terms and conditions morefully described in the said Development Agreement. The said registered Deed of Development Agreement was registered on 24th April' 2013 on the office of the Additional District Sub-Registrar Bidhannagar, Salt Lake City and recorded in Book No. I, CD Volume No. 4, Pages from 734 to 758 being Deed No. 01303 for the year 2013.
- 5.1.9 **Registered Power of Attorney:** The said Raju Singha Roy executed a registered Deed of Power of Attorney was registered on 24th April' 2013 on the office of Additional District Sub-Registrar Bidhannagar, Salt Lake City, and recorded in Book No. I, CD Volume No. 4, Pages from 759 to 771 being Deed No. 1304 for the year 2013, appointing the said Debasis Biswas.
- 5.1.10 **Absolute ownership of Monika Saha:** By 2 (two) separate deed (1) Deed of Conveyance dated 7th April' 2005, registered in the Office of the Additional District Sub Registrar, Bidhannagar, Salt Lake City, in Book No. I, Volume No.

Amal Dasgupta

Debas Biswas

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Debas Biswas

Partner

131, Pages from 286 to 302, being Deed No. 2156 for the year 2005, Gopi Jiban Roy sold, conveyed and transferred to Monika Saha, land measuring 3 (three) Cottah 5 (five) Chittack **AND (2)** Deed of Conveyance dated 28th October' 2009, registered in the Office of the Additional District Sub Registrar, Bidhannagar, Salt Lake City, in Book No. 1, CD Volume No. 10, Pages from 1531 to 1555, being Deed No. 09632 for the year 2009, Sailer Kumar Manns sold, conveyed and transferred to Monika Saha, land measuring 2 (two) Cottah **totaling** land measuring 5 (five) Cottah 5 (five) Chittack comprised in C.S. Dag No. 354, R.S./L.R. Dag No. 337, under, C.S. Khatian No 267, R.S. Khatian Nos. 211 & 2/1, L.R Khatian No. 85 corresponding to L.R Khatian Nos. 1150 & 1348 lying and situated at Mouja - Saha, J. L. No. 3, Re. Sa. No. 109, Touzi No 10, P.S Rajarhat at present Airport, A.D.S.R.O. Bidhannagar, Salt Lake City, within the local limits of Rajarhat Gopalpur Municipality, in ward no 8, in the District-North 24 Parganas, West Bengal.

Monika Saha

5.1.11 **Registered development Agreement:** The said Monika Saha executed a Registered Development Agreement on 12th March' 2014 with the present Developer M/s Cancun Constructions 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 12th March' 2014 in the office of A.D.S.R. Bidhannagar, Salt Lake City, and recorded in Book No. 1, CD Volume No. 3, Pages from 1283 to 1342 being Deed No. 00689 for the year 2014.

5.1.12 **Registered Power of Attorney:** The said Monika Saha executed a registered Deed of Power of Attorney was registered on 12th March' 2014 on the office of A.D.S.R. Bidhannagar, Salt Lake City, and recorded in Book No. 1, CD Volume No. 3, Pages from 1020 to 1031 being Deed No. 00692 for the year 2014, appointing the said Debasis Biswas.

5.1.13 **Absolute ownership of Jayanta Mitra and Babu Roy:** one Jayanta Mitra and Babu Roy present owner herein, absolute owners of the land measuring 1(ope) Cottah more or less, comprised in R.S./L.R. Dag No 337, under R.S. Khatian No. 2/1, L.R. Khatian No. 11, corresponding to L.R Khatian No. 1436 & 1437 lying and situated at Mouja - Saha, J.L. No - 3, Re. Sa. No - 109, Touzi No.2998, P.S Rajarhat at present Airport, A.D.S.R.O. Bidhannagar, Salt Lake City, within the local limit of Rajarhat Gopalpur Municipality, in ward no 8, in the District- North 24 Parganas, West Bengal, by jointly purchasing the same from one Kakoli Sengupta by the strength of a Registered Deed of conveyance, registered on 7th February' 2011 in the office of A.D.S.R. Bidhannagar, Salt Lake City, and recorded in Book No. 1, CD Volume No. 3, Pages from 5856 to 5867 being Deed No. 01406 for the year 2011.

Dibya Chatterjee

5.1.14 **Registered development Agreement:** The said Jayanta Mitra and Babu Roy, executed a Registered Development Agreement on 6th March' 2013 with the present Developer M/s Cancun Constructions 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 6th March' 2013 in the office of A.D.S.R. Bidhannagar, Salt Lake City, and recorded in Book No. 1, CD Volume No. 2, Pages from 1397 to 1418 being Deed No. 00689 for the year 2013.

CANCUN CONSTRUCTIONS

Debas Biswas

Partner

5.1.15 **Registered Power of Attorney:** The said Jayanta Mitra and Babu Roy, executed a registered Deed of Power of Attorney was registered on 6th March' 2013 in the office of A.D.S.R. Bidhannagar, Salt Lake City, and recorded in Book No. 1, CD Volume No. 2, Pages from 1385 to 1396 being Deed No. 00690 for the year 2013, appointing the said Debasis Biswas.

5.1.16 **Absolute ownership of Sumanta Maity :** One Sumanta Maity, present owner herein, absolute owner of the land measuring 3 (three) Cottah 3 (three) Chittack

more or less, comprised in C.S. Dag No355. R.S./L.R. Dag No336, under L.R. khatiyon No 169, lying and situated at Mouja-Salus, J.L. No-3, Re.Sa. No-109, Touzi No. 2998, P.S Rajarhat at present Airport, A.D.S.R.O. Bidhannagar, Salt Lake City, within the local limit of Rajarhat Gopalpur Municipality, in ward no B, in the District- North 24 Parganas, West Bengal, by purchasing the same from one Malina Sansmal, Wife of Rampada Sansmal, by the strength of a Registered Deed of conveyance, registered on 01.02.2012 in the office of A.D.S.R. Bidhannagar, Salt Lake City, and recorded in book no -1, CD volume No-2, pages-5859 to 5869 being Deed No-01069 for the year 2012.

Sumanta Biswas Maity

5.1.17 **Registered development Agreement:** The said Sumanta Maity executed a Registered Development Agreement on 28.07.2012 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 18.07.2012 on the office of the Additional registrar of Assurances-II, Kolkata and recorded in book no -1, CD volume No-36, pages-675 to 703 being Deed No-09432 for the year 2012.

5.1.18 **Registered Power of Attorney:** The said Sumanta Maity executed a registered Deed of Power of Attorney was registered on 18.07.2012 on the office of the Additional registrar of Assurances -II, Kolkata and recorded in book no -1, CD volume No-36, pages-675 to 703 being Deed No-09432 for the year 2012.

5.1.19 **Absolute ownership of Debasis Biswas :** One Debasis Biswas present owner herein, absolute owner of the land measuring 3 (three) cottah more or less, comprised in C.S. Dag No. 355. R.S./L.R. Dag No. 336, under C.S. Khatiyon No 242, R.S. Khatiyon No 54, L.R Khatiyon Nos 106,359,315,337,10,45 &131 corresponding to L.R Khatiyon No 1297 lying and situated at Mouja-Salus, J.L. No-3, Re.Sa. No-109, Touzi No2998, P.S Rajarhat at present Airport, A.D.S.R.O. Bidhannagar, Salt Lake City, within the local limit of Rajarhat Gopalpur Municipality, in ward no 8, in the District- North 24 Parganas, West Bengal, by purchasing the same from one Ashish Kumar Guha, son of late Dharendra Nath Guha, by the strength of a Registered Deed of conveyance, registered on 30.03.2011 in the office of A.D.S.R. Bidhannagar, Salt Lake City and recorded in book no -1, CD volume No-7, pages- 7815 to 7828 being Deed No-03874 for the year 2011.

Dilga Bhattacharya

5.1.20 **Registered development Agreement:** The said Debasis Biswas executed a Registered Development Agreement on 01.02.2013 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 01.02.2013 in the office of A.D.S.R. Bidhannagar, Salt Lake City and recorded in book no -1, CD volume No-1, pages-7503 to 7522 being Deed No-03874 for the year 2011.

5.1.21 **Registered Power of Attorney:** The said Debasis Biswas executed a registered Deed of Power of Attorney was registered on 01.02.2013 on the office of A.D.S.R. Bidhannagar, Salt Lake City, and recorded in book no -1, CD volume No-1, pages-7523 to 7534 being Deed No-00322 for the year 2013, appointing the said Debasis Biswas.

5.2 **Amalgamation :** The present owners Arun kumar Maity @Tarun Kumar Maity, Surajit Maity, Rajkumar Singha Roy, Raju Singha Roy, Monika Saha, Jayanta Mitra Babu Roy, Sumanta Maity and Debasis Biswas duly Amalgamated their respective plot of land into a single plot of land in total admeasuring 19 (nineteen) Cottahs 03 (three) Chittacks 0(zero) sft. more or less (as per physical measurement) morefully described in the First Schedule hereunder written, by executing a Deed of Amalgamation.

- 5.3 **Sanction of Plan:** With the intention developing and commercially the Said Property by constructing Building Complex thereon and selling spaces therein (units) the developer/owner sanctioned a Building Plan from the Rajarhat Gopalpur Municipality vide building Plan No 555/14/15 dated 20-07-14, which includes all sanctioned /permissible modifications made thereto, if any from time to time.
- 6 **Construction of Building Complex namely "Sun Plaza - I":** On the basis of the said sanctioned building plan, the said Developer constructed a multi storied building complex namely "SUNPLAZA-I" consisting with Phase - 'A', 'B', 'C' and 'D', 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.
- 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/Developers, 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 assures 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

Subul N. Sathyanarayana

Deeya. Bhatnagar

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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 Covenant**) and the of the Developers (**Developers 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 Developers 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.

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** is **Rs. 41,60,000/- (Rupees Forty One Lac Sixty Thousand)** Only calculated @ **Rs. 3200/- (Rupees Three Thousand Two Hundred)** Only per square feet which the parties confirm and accept. And **Rs. 3,00,000/- (Rupees Three Lac)** only for the **Open Car parking space**. 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 have 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

Shabul B. Khatiwala

Dilip Bhatnagar

CAVACOR CONSTRUCTIONS
Shabul B. Khatiwala
Partner

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 covenants 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:

- (a) **Legal fees, Stamp Duty, and Registration Cost:** Advocates (Legal Advisors), appointed by the Developer who have drawn this Agreement and shall draw all further documents. The fees of Legal Advisors (legal fees) for registration will be 1% (one percent) of the market value of the Said Flat and Appurtenances as to be determined by the concern authority. The Purchaser shall be liable to pay 50% (fifty percent) of the said legal fees at the time of execution of this present Agreement for Sale and the balance 50% (fifty percent) of the legal fees at the time of final Deed of Conveyance. The fees shall be paid to the Developer who shall do all accounting with the Legal Advisors. Stamp Duty, Registration Fees and miscellaneous charges for this Agreement and further document for Deed of Conveyance shall be borne 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.
- (d) **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.

Sanjay K. S. Sen

Dibya Bhattacharya

CARCUR CONSTRUCTIONS

Chandan Chandra

Partner

- (e) **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.
- (f) **Completion Certificate:** The Developer will bear charge for obtaining Completion Certificate of the building charged by the concerned Rajarhat Gopalpur Municipality, now known as Bidhannagar Municipal Corporation 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.

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' 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 Garage habitable within **18 (Eighteen) months** from the date of execution of this agreement for Sale provided however the Completion Date may be extended by a period of **6 (six) months (Extended period)** subject to the total consideration of the Said Flat will be made by the Purchaser in accordance with the Payment Schedule as described in the **Fifth Schedule** hereunder written.
- 10.5 **Possession of Said Flat and Appurtenance:** Upon construction, finishing and making the Said Flat habitable and the Parking Space, if any, usable, 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 and Garage 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 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.

Mukund Bhatnagar

Dr. D. Bhatnagar

GANJIN CONSTRUCTIONS

Partner

Partner

- 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 and Garage 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 Municipality tax, surcharge, land revenue, levies, cess etc., and Common Expenses/ Maintenance Charges as be tentatively decided by the Developer, shall become payable by the Purchaser.
- 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 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

Neelish Bhattacharya

Dilip Bhattacharya

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Chaitanya Chatterjee

Purchaser

first one year 's maintenance will be payable by the Purchaser to the developer directly as aforesaid.

11 Purchaser' Covenant & Developer's Covenants:

11.1 **Purchaser' 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 further 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 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.

Arshad Rabe Hussain

Dilip R. Dattatraya

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Arshad Rabe Hussain

Partner

Pratul Bhatnagar

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:

- Dhaya Bhatnagar*
- (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 & Appurtenances' and the Common Portions.
 - (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 string 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, chummary, 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.
- (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.

Sanjay Bhatnagar

Dhaya Bhatnagar

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Chetan Arora

Partner

- (t) **No Floor Damages :** 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.

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.

11.1.10 **No Right in other Areas:** The Purchaser shall not have 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 **Developers 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.

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.

11.2.4 **Compensation for Delay Possession:** If the Developer does not give the possession within the mentioned period including grace period then Developer will pay 18% interest per annum on the amount paid by the Purchaser.

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 25% of the investment amount including cost of cancellation of registration of this agreement.

12.2 **Breach of Purchaser' 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

Amulul K. S. Karthikeyan

Ditya Shalabhaya

CAVOUR CONSTRUCTIONS

Chetan Chitambar

Partner

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 25% 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/ Garage), 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.

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 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.

Arvind D. K. Kulkarni

Dilip Bhatnagar

ANGUR CONSTRUCTION

Rishabh Chavhan

Partner

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 War, (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, Edgation, 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.

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.

Arul Rajasekhar

Dilija Bhattacharya

ANCUR CONSTRUCTIONS

Debanu Ghosh

Partner

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 agree 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 and Purchaser mutually.

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 projected plot of land admeasuring an area of 19 (nineteen) Cottaks 03 (three) Chittacks 0(zero) Square Feet be the same a little more or less, with building known as 'SUNPLAZA - I', consisting with Phase- 'A', 'B', 'C' & 'D' comprised in C.S. Dag Nos. 355, 353 & 354, R.S./L.R. Dag Nos. 336, 338 & 337 under C.S. Khatian Nos. 242 & 267, R.S. Khatian No. 54, 225, 211 & 2/1, L.R. Khatian Nos. 106, 359, 315, 337, 10, 45, 131, 95/2 & 85, at present L.R. Khatian Nos. 684, 685, 1370, 19, 11, 1150, 1348, 1436, 1437, 169 & 1297, lying and situated at Mouja-SALUA, J.L. No-3, Re. Sa. No-109, Touzi No. 2998, within the local limits of Bidhannagar Municipality (formerly Rajarhat Gopalpur Municipality, Ward No. 8), within the local area/road zone- **SALUA BAZAR** within the jurisdiction of Airport Police Station (formerly Rajarhat Police Station), A.D.S.R.O. Bidhannagar, Salt Lake City, in the District- North 24 Parganas, in the State of West Bengal, butted and bounded as follows:-

ON THE NORTH : 23'-0" Wide Road (Salua Roypara).
ON THE SOUTH : Vacant Land.
ON THE EAST : 12'-0" Wide Municipal Road.
ON THE WEST : 8'-0" wide Road (Connecting with Roypara Road).

*Arbitral Dispute Resolution**Dibyanshu Bhattacharya*

SANCUN CONSTRUCTIONS

Debasmita Dasgupta

Partner

THE SECOND SCHEDULE ABOVE REFERRED TO**Part - I****(Description of the Said Flat)**

Verified & collected for

ALL THAT piece and parcel of one independent residential flat being Flat No. " A " on the 5th Floor, measuring 1300 (One Thousand Three Hundred) Square Feet be the same a little more or less of Super Built Up area, in the **Block - D**, together with one car parking space lying and situated in the said building complex namely "**SUNPLAZA**" Phase I, at Salua Bazar, P.O. R. Gopalpur, P.S. Airport, District - North 24 Parganas, 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.

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 land comprised Said Property described in **First Schedule** above, as is attributable to the Said Flat and Garage.

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.

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.
- Ultimate roof of the Building.

Complex Level

- Water supply arrangement with Water treatment facilities, Gymnasium.
- Water pump/s and motor/s.
- Central drainage and sewage pipeline and connection with Municipality, if available.
- Wiring, fittings and accessories for lighting of common portions of the Said Complex.
- Installation for receiving and distributing electricity from supply agency.
- Boundary walls and main gates of the Said Complex.
- Internal Roads and walkways within the Said complex.
- Generator backup.

Durga Bhattacharya

Partner
CANCUN CONSTRUCTIONS
Deshal Debroy

THE FOURTH SCHEDULE ABOVE REFERRED TO**(Specifications)**

- 1 STRUCTURE : Building designed with R C C Frame structure which rest on individual column , design approved by the competent authority.
- 2 EXTERNAL WALL: 8" thick brick wall and plastered with cement mortar.
- 3 INTERNAL WALL: 5"/3" thick brick wall and plastered with cement mortar.
- 4 FLOORING: Flooring is of Flat will be of vitrified tiles, Flooring of the Garage is cement.
- 5 BATHROOM: Bath room fitted upto 5'-6" height with glazed tiles of slandered brand.
- 6 KITCHEN: Cooking platform and sink will be of Black Stone 2'-6" height standard, tiles above the platform to protect the oil spot.
- 7 TOILET: Toilet of Indian type pan/European type commode with standard P V C Cistern, all fittings are in standard type .One wash hand basin is in dining Space.
- 8 DOORS: Sal Wood Frame Main Door & Other door palia of the flat of flush door. Hedge bolt on main entrance door, anodized aluminum tower bolt in main door (inside).
- 9 WINDOWS: Aluminum sliding window.
- 10 WATER SUPPLY: Water supply round the clock.
- 11 PLUMBING: Toilet concealed wiring with PVC Pipe with two bibcock, one shower in toilet, all fittings are standard quality.
- 12 VERANDAH: Verandah grill will provide up to 2'-6"height from 1'-0"top of floor.
- 13 LIFT: Four persons capacity lift will be provided.

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 Verandah: 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

Sanjay Bhatnagar

Dilys Bhatnagar

CANCON CONSTRUCTIONS

Sanjay Bhatnagar

Partner

THE FIFTH SCHEDULE ABOVE REFERRED TO**(Mode of Payment)****Part - I**(i) Net Price for the Said Flat/Garage **Rs. 44,60,000/-****Part - II**

1.	On or before execution of this Agreement (including Booking amount)	15% of Net Price + Legal Fees
2.	On going foundation	15% of Net Price
3.	On Going Ground Floor work	10% of Net Price
4.	On Going 1 st Floor Roof Casting	10% of Net Price
5.	On Going 2 nd Floor Roof Casting	10% of Net Price
6.	On Going 3 rd Floor Roof Casting	10% of Net Price
7.	On Going 4 th Floor Roof Casting	10% of Net Price
8.	On Going brick work of relevant flat	15% of Net Price
9.	On Possession	5% of Net Price

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).
- 7 Operational :** All expenses for running and operating machinery, equipments and installations comprised in the common portions including lifts, DG Set,

*Mukhi's Builders**Dilip Bhatnagar*

CAROL CONSTRUCTIONS

Dilip Bhatnagar

Partner

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 purchaser.
- 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

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 Biswas @ Debasish Biswas*
31/1A, 7th Floor, Park Lane Kol-6

(Debasis Biswas)

self and
As Constituted Attorney of -
Arun Kumar Maity @ Tarun Kumar Maity, Surajit Maity,
Raj Kumar Singha Roy, Raju Singha Roy,
Monika Saha, Jayanta Mitra,
Babu Roy, Sumanta Maity,
Signature of Landowners/Vendors

Debasish Biswas
Debasish Biswas

2. *Debasish Biswas*
306, P.S. IXL Building
Kol-136

Signature of the Purchaser

CANCON CONSTRUCTIONS
Debasish Biswas
Partner

Signature of the Developer

MEMO OF CONSIDERATION

RECEIVED with thanks from the within named Purchaser a sum of **Rs. 6,46, 000/-** (Rupees Six Lac Forty Six Thousand) Only being the advance/part payment of the said Flat & Car parking mentioned in the Part-I & Part-II of the Second Schedule hereinabove written and payment as per memo below :-

Memo

Mode of payment	Dated	Drawn on	Amount (Rs.)
211060	27.03.2018	S.B.I	2,00,000/-
211062	26.04.2018	S.B.I	30,000/-
211061	30.04.2018	S.B.I	3,16,000/-
NEFT	29.05.2018		8,00,000/-

Rs. 6,46,000/-

(Rupees Six lac Forty Six Thousand) only

Witnesses :-

1. *Shri. Kumar Chakraborty*
31/A, 7th Cross Lane, Kol-6

CANCUN CONSTRUCTIONS

Prakash Chandra

Partner

2. *Hiranyan Das*

301, PSIXL Building
Kol-136

Signature of the Developer