

**THIS AGREEMENT** is made this \_\_\_\_\_ day of \_\_\_\_\_ Two Thousand and Eighteen

**BETWEEN** (i) **PURABI GHOSH** (Income Tax PAN APMPG0903R), wife of Late Nipendra Nath Ghosh (ii) **SAMIRAN MAZUMDAR** (Income Tax PAN AFHPM8855K) son of Late Panchanan Mazumdar all of No. 2/1D, Gobinda Auddy Road, PS Chetla, Kolkata 700 027, (iii) **DIPALI MAZUMDER** (Income Tax PAN ASJPM6466B) wife of Late Rabindra Nath Mazumder, (iv) **RAJIB MAZUMDER** (Income Tax PAN AERPM6942C) son of Late Rabindra Nath Mazumder both presently residing at Flat No. 3B, Pratiksha, 12/114B, Prince Anwar Shah Road, Kolkata 700 068 and (v) **DEBASIS MAZUMDER** (Income Tax PAN ADKPM7986J) son of Late Rabindra Nath Mazumder presently residing at House No. B – 5, Cluster – 2, Sector – 3, Purbachal, Salt Lake, PS Bidhannagar, Kolkata 700 097 all represented by their joint constituted attorney namely **Mr. Vivek Ruia** (Income Tax PAN ACPPR8539Q) son of Mr. Sheo Kumar Ruia of No. 21/2, Ballygunge Place, Kolkata 700 019 PO Ballygunge PS Gariahat and **Mr. Ricky Chandra** (Income Tax PAN ADOPC8548E) son of Dr. Dhruva Chandra of No. 68A, Peary Mohan Roy Road, Kolkata 700 027 PO & PS Chetla hereinafter collectively referred to as the **OWNER** of the **FIRST PART** AND \_\_\_\_\_ (Income Tax PAN No. \_\_\_\_\_) son/wife of \_\_\_\_\_ presently residing at No. \_\_\_\_\_ Kolkata 700 0\_\_ hereinafter referred to as the **PURCHASER** of the **SECOND PART** AND **GOPALA ENCLAVE PRIVATE LIMITED**, (Income Tax PAN AADCG0726F) a company within the meaning of the Companies Act, 1956 and presently having its registered office situate at No. 77, Peary Mohan Roy Road, Kolkata 700 027 PS Chetla and is herein represented by two of its directors **Mr. Vivek Ruia** (Income Tax PAN ACPPR8539Q) son of Mr. Sheo Kumar Ruia of No. 21/2, Ballygunge Place, Kolkata 700 019 PO Ballygunge, PS Gariahat and **Mr. Ricky Chandra** (Income Tax PAN ADOPC8548E) son of Dr. Dhruva Chandra of No. 68A, Peary Mohan Roy Road, Kolkata 700 027 PO & PS Chetla, hereinafter called the **DEVELOPER** of the **THIRD PART**:

**WHEREAS:**

- A. By virtue of the documents and incidents mentioned in the **FIRST SCHEDULE** hereunder written the Owner are absolutely seized and possessed of or otherwise well and sufficiently entitled to **ALL THAT** the piece or parcel of land containing by ad-measurement an area of about 08 Cottahs 13 chittacks and 30 Sq. ft. be the same a little more or less lying situate at the said municipal premises Nos. 2/1D, Gobinda Auddy Road & 2/1D/1, Gobinda Auddy Road, Kolkata - 700 027 within P.S. Chetla (formerly New Alipore) in ward No. 82 of the Kolkata Municipal Corporation (hereinafter referred to as the said **PREMISES**) and is morefully and particularly mentioned and described in the **SECOND SCHEDULE** hereunder written.
- B. The Owners have by an agreement dated 24<sup>th</sup> July 2013 registered with the ADSR Alipore in book No. 1, CD volume No. 25 in page from 3530 to 3562 being No. 06068 for the year 2013 (hereinafter referred to as the said **DEVELOPMENT AGREEMENT**) granted the exclusive right of development of the said Premises unto and in favour of the Developer herein for the consideration and in the manner as is contained and recorded therein.
- C. The Developer has caused to have the said Premises having two separate holding Nos. to be amalgamated as one single holding No. in the records of the Kolkata Municipal Corporation as 2/1D, Gobinda Auddy Road.
- D. The Developer herein has at its own costs caused the map or plan bearing No. 2016090042 dated 06<sup>th</sup> December 2016 (hereinafter referred to as the said **PLAN**) sanctioned by the Kolkata Municipal Corporation.
- E. The Kolkata Municipal Corporation has granted the commencement certificate to develop the project vide dated 06<sup>th</sup> December 2016 bearing building permit No. 2016090042.

- F. The promoter has registered the project under the provisions of the Act with the West Bengal Industry Regulatory Authority at \_\_\_\_\_ on \_\_\_\_\_ under registration No \_\_\_\_\_.
- G. It was expressly provided under the said Development Agreement that in order to enable the Developer to receive all costs charges and expenses including the costs of development the Developer shall be entitled to the entire Developer's Allocation as is contained and recorded therein and the said Developer's Allocation will remain under the exclusive control and domain of the Developer with the intent and object that by procuring the buyers of the Developer's Allocation or any part thereof the Developer shall be entitled to receive realise and collect all the moneys spent by the Developer including the efforts made in respect thereof and the Developer shall be entitled to enter into agreements for sale or transfer in respect of the Developer's Allocation or any part thereof and shall be entitled to receive the amount directly in its own name.
- H. The Purchaser has now approached the Developer to sell and transfer out of the Developer's Allocation in terms of the said Development Agreement **ALL THAT** the said Flat which is morefully and particularly described in the **THIRD SCHEDULE** hereunder written at or for the total consideration and on the terms and conditions as are contained and recorded hereinafter.
- I. At or before the execution of this Agreement the Purchaser have fully satisfied themselves as to the title of Owner in respect of the said Premises and the Developer in respect of the said Flat, including the sanction plan, the specifications as well as the quality of materials to be used and all other details whatsoever and/or howsoever of any nature in relation and/or in connection thereto and has agreed not to raise any dispute or put forward or any claim or requisition in this regard upon the Developer.

- J. Both the parties have agreed to abide all act and rules frame under The West Bengal Housing Industries Regulation.

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

**1. DEFINITIONS**

(In these presents unless otherwise agreed upon the following expressions shall have the meaning assigned against each one of them):

- 1.1 **OWNER & DEVELOPER** shall mean and include the Owner and Developer above named and in case of the individual his heirs executors administrators legal representatives and assigns and in case of the company its successor or successors in interest and assigns.
- 1.2 **PURCHASER** shall mean the Purchaser abovenamed and their respective heirs, executors, administrators, legal representatives and assigns.
- 1.3 **PREMISES** shall mean **ALL THAT** municipal premises No. 2/1D, Gobinda Auddy Road (including 2/1D/1, Gobinda Auddy Road), Kolkata 700 027, PS Chetla in ward No. 82 of the Kolkata Municipal Corporation morefully and particularly described in the **SECOND SCHEDULE** hereunder written.
- 1.4 **FLAT** shall mean **ALL THAT** the Flat morefully and particularly mentioned and described in the **THIRD SCHEDULE** hereunder written.
- 1.5 **CAR PARKING SPACE** shall mean **ALL THAT** the exclusive right upon the space containing by ad-measurement an area of about 100 sq. ft. built up for parking one medium sized motorcar in the covered area of the ground floor of the said New Building as may be demarcated by the Developer upon completion of the New Building and if the same is expressly agreed to be sold in terms hereof and if recorded in the Third Schedule hereunder written.

- 1.6 **PLAN** shall mean the map or plan bearing No. 2016090042 dated 06<sup>th</sup> December 2016 sanctioned by the Kolkata Municipal Corporation at the costs of the Developer and shall include any amendments thereto and/or the modifications thereof as may be required from time to time.
- 1.7 **NEW BUILDING** shall mean the new building to be constructed on the said Premises in accordance with the said Plan.
- 1.8 **COMMON PARTS AND PORTIONS** shall include all common areas morefully and particularly described in the **FOURTH SCHEDULE** hereunder written.
- 1.9 **UNITS** shall mean and include various self-contained flats/apartments/ constructed spaces to comprise in the said New Building capable of being held and/or enjoyed independent of each other.
- 1.10 **NOTICE** All notices to be served hereunder by either of the parties to the other shall be deemed to have been served on the 4<sup>th</sup> day of the date the same has been delivered for dispatch to the Postal Authority by registered post with acknowledgement due at the address of the parties hereto as indicated hereinbefore and any change of address of the Purchasers shall have to be notified in writing to the Developer at its registered office and acknowledgement obtained for such change in address.
- 1.11 **LAWS** shall mean and include any law, statute, ordinance, code, rule or regulation or any requirement, license, permit, certificate, judgment, decree, order or direction of any governmental or quasi-governmental authority, agency, department, board, panel or court under any law.
- 1.12 **LANGUAGE** of all correspondence, including arbitration shall be English.

## 2. INTERPRETATIONS

- 2.1 A reference to a statutory provision includes a reference to any modification consolidation or re-enactment thereof for the time being in force and all statutory instruments or orders made pursuant thereto.
- 2.2 Words denoting one gender include all other genders.

- 2.3 Words denoting singular include the plural and vice versa.
- 2.4 Words denoting persons include firms and corporations and vice versa and also include their respective heirs, personal, representatives, successors in title or permitted assigns as the case may be.
- 2.5 Where a word or phrase is defined, other parts of speech and grammatical form of that word or phrase shall have the corresponding meanings.
- 2.6 Any reference to an Article, Appendix, Clause, Sub-Clause, paragraph, sub-paragraph, Schedule or Recital is a reference to an article, appendix, clause, sub-clause, paragraph, sub- paragraph, schedule or recital of this Agreement.
- 2.7 Any reference to this agreement or any of the provisions thereof includes all amendments and modifications made to this agreement from time to time in force.
- 2.8 Any reference to any agreement, instrument or other document (a) shall include all appendices, exhibits and schedules thereto and (b) shall be a reference to such agreement, instrument or other document as amended, supplemented, modified, suspended, restated or novated from time to time
- 2.9 If any period is specified from a given day, or the day of a given act or event, it is to be calculated exclusive of that day.
- 2.10 If any time limit pursuant to the provisions of this agreement falls on a day that is not a business day (i.e. A day on which licensed banks are not open for business) then that time limit is deemed to only expire on the next business day.
- 2.11 The schedules shall have effect and be construed as an integral part of this agreement.
- 2.12 The headings in this agreement are inserted for convenience of reference and shall be ignored in the interpretation and construction of this agreement.
- 2.13 Any reference to writing shall include printing, typing, lithography and other means of reproducing words in visible form.
- 2.14 The terms "hereof", "hereby", "hereto", "hereunder" and similar terms shall refer to this Agreement as a whole, and

2.15 The term "including" shall mean "including without limitation".

### 3. COMMENCEMENT

3.1 This agreement shall be deemed to have commenced on and with effect from the day month and year first above written shall remain in full force until completion of obligations of all the parties herein in terms of this agreement.

### 4. SALE

4.1 The Developer has agreed to sell and transfer and the Purchaser has agreed to purchase and acquire **ALL THAT** the said Flat together with undivided proportionate impartible indivisible variable share in the land upon which the building stands at the said Premises and is attributable to the said Flat together with undivided proportionate share in the common parts and portions and all are morefully and particularly described in the **THIRD SCHEDULE** hereunder written.

4.2 The undivided proportionate share in the land upon which the building stands in the said Premises and attributable to the said Flat shall always remain to be indivisible and variable.

4.3 The parties hereto have agreed that the Architect for the time being alone shall determine and area and the decision of Architect shall be final conclusive and binding on the parties hereto and the Purchaser hereby consents to the same.

### 5. PAYMENT OF CONSIDERATION & OTHER AMOUNTS

5.1 In consideration of the Developer having agreed to sell and transfer the said Flat the Purchaser has agreed to make payment of a sum of Rs. \_\_\_\_\_/= (Rupees \_\_\_\_\_) only (hereinafter referred to as the said **CONSIDERATION AMOUNT**) which amount includes the cost of construction and the sale price for acquiring the undivided proportionate indivisible variable impartible share in the land.

- 5.2 The Consideration Amount above has been arrived at after protracted negotiations and also after giving effect to the credits towards GST that the Developer shall enjoy and only after calculating and considering the same and grant of discount by the Developer, the Purchaser has arrived at and agreed to the said Consideration Amount and there is no dispute and/or difference between the Purchaser and the Developer in this regard.
- 5.3 The Purchaser shall pay the said Consideration Amount to the Developer in the manner as detailed out in the **FIFTH SCHEDULE** hereunder written.
- 5.4 Time for payment shall be the essence of the contract.
- 5.5 The Purchaser shall be liable to make payment of the installments as and when the same shall become due and in this regard, it will not be obligatory on the part of the Developer to serve any notice.
- 5.6 All the aforesaid payments shall be paid at the office of the Developer and no payment shall be regarded as a valid payment unless the proper receipt is granted and delivered by the Developer to the Purchaser.
- 5.7 The Purchaser shall at or before taking possession of the said Flat pay to the Developer all additional amounts payable as are morefully and particularly mentioned and described in the **SIXTH SCHEDULE** hereunder written.

## **6. CONSTRUCTION**

- 6.1 The Developer shall construct erect and complete the said Flat as per the specifications as are contained and recorded in the **SEVENTH SCHEDULE** hereunder written.
- 6.2 The decision of the architect of the building as to the quality of materials used shall be final conclusive and binding on the parties hereto.
- 6.3 The said Flat shall be deemed to have been completed if the necessary drainage sewerage, water, electric and lift facilities are provided in the said New Building.



- 6.4 The Developer shall not entertain any requests for modification of the external façade of the said New Building.
- 6.5 In the event of the Developer providing any additional materials facilities or gadgets to the benefit of the users of the building the Purchaser shall be liable to make payment of the proportionate share in respect thereof and the same shall form part of the common portions and whether such additional facilities or amenities are to be provided for will be entirely at the sole discretion of the Developer and the Purchaser hereby consents to the same.
- 6.6 It is hereby further agreed by and between the parties hereto that upon the Purchaser taking over possession of the said Flat no grievances in respect of the workmanship of the said Flat and/or the said New Building shall be entertained by the Developer and the Purchaser shall not be entitled to have any claim on any account whatsoever and/or howsoever.

## **7. DEFAULT & CANCELLATION**

- 7.1 The Purchaser may obtain finance from any financial institution/bank or any other source but the Purchaser's obligation to make payment of the said Consideration Amount within the time as mentioned in the Fifth Schedule hereunder written shall not stand severed and the Purchaser shall be bound by the terms of payment under this agreement and under no circumstances whatsoever and/or howsoever the time for payment shall be contingent on the ability of the Purchaser to obtain finance of the purchase of the said Flat.
- 7.2 In case of any delay on the part of the Purchaser in making payment of the consideration amount within the time mentioned in the Fifth Schedule hereunder written the Purchaser shall be liable to pay interest @ 1% per month or any part thereof for such delay.
- 7.3 In the event of the Purchaser failing to make payment of any two installments in the manner as mentioned in the Fifth Schedule hereunder written then in that event the

Developer may at its absolute discretion rescind and/ or cancel this agreement and forfeit a minimum sum of Rs.50,000/= as and by way of pre-determined liquidated damages and administrative charges and refund the balance amount if any.

## **8. COMPLETION OF THE NEW BUILDING AND POSSESSION**

- 8.1 The said Flat shall be constructed erected and completed within 30<sup>th</sup> November 2021.
- 8.2 The Developer shall not be regarded at default and shall not be treated in breach of any of the terms and conditions if the Developer is prevented by circumstances beyond its control and by circumstances amounting to FORCE MAJEURE.
- 8.3 For the purpose of completion of the said Flat, the said Flat shall be deemed to have been completed if the said Flat is made fit for habitation and certified to be such by the architect of the building (hereinafter called the **DATE OF POSSESSION**).
- 8.4 On and from the Date of Possession the Purchaser shall be deemed to have taken possession of the said Flat for the purpose of making payment of the rates and taxes and common expenses and maintenance charges PROVIDED HOWEVER in no event the Purchaser shall be entitled to claim physical possession of the said Flat until such time the Purchaser has made full payment and/or deposited all the amounts payable by the Purchaser and the Developer shall not be liable to deliver possession of the said Flat until such time the Purchaser has made full payment of the amounts agreed to be paid by the Purchaser under this agreement.
- 8.5 From the Date of Possession the Purchaser shall be liable to and agrees to pay and contribute the proportionate share of the municipal rates and other taxes maintenance and service charges and all other outgoings payable presently or which may be imposed or levied in future in respect of the said Flat and proportionately for the whole building and Premises regularly and punctually whether actual physical possession of the said Flat is taken or not by the Purchaser.
- 8.6 In no event the Purchaser shall be entitled and hereby also agrees not to claim possession of the said Flat until such time the Purchaser has made payment of all the

amounts agreed to be paid by the Purchaser to the Developer in terms of this Agreement including all amounts agreed to be paid as per the Seventh Schedule hereunder written.

- 8.7 In case of any delay beyond 30<sup>th</sup> November 2021 in issue of notice to the purchaser for possession of the said flat by the developer, the developer be liable to pay interest @12% per annum for such delay on the amount paid by the purchaser to the developer.
- 8.8 Before the stipulated period as stated above the Purchaser shall not be entitled to claim possession of the said Flat it being further agreed that if the said Flat is completed before the completion date then the Purchaser shall be liable to take possession upon payment of the amount agreed to be paid by the Purchaser.
- 8.9 It is expressly provided herein that in no event the Purchaser shall be entitled to delay the payment of the amounts agreed to be paid herein on the ground of non completion of works that are being carried out at the behest of the Purchaser as extra work and even if the same is mentioned in the specifications agreed to be provided by the Developer in terms hereof as recorded in the **SEVENTH SCHEDULE** hereunder written and the same cannot be completed because of the happening of extra work. The Purchaser shall be liable to and agrees to make payment of all the amounts as are contained and recorded herein within 7 days from the said Date of Possession.
- 8.10 The Developer shall not be responsible for any damage caused to the said Flat or any part thereof or anything appurtenant thereto because of delay by the Purchaser in taking possession of the said Flat and in case of any such delay, the Purchaser shall have to take possession of the said Flat on "as is where is" basis.

## **9. FORCE MAJEURE**

- 9.1 The Developer shall not be liable for failure to perform any of its obligation in so far as it proves:
- a) That the failure was due to an impediment beyond its control;

- b) That it could not reasonably be expected to have taken the impediment and its effects upon its ability to perform into account at the time of the conclusion of the contract and
- c) That it could not reasonably have avoided or over it or at least its effect.

9.2 An impediment within the meaning of paragraph 9.1 above may result from events such as the following, this enumeration not being exhaustive:

- a) war, whether declared or not, civil war, riots and revolutions, acts of piracy, acts of sabotage
- b) natural disasters such as violent storms, cyclones, earthquakes, tidal waves, floods, destruction by lightning
- c) explosions, fires, destruction of machines, of factories and of any kind of installations
- d) boycotts, strikes and lockouts of all kinds, go-slow, occupation of factories and Premises and work stoppages which occur in the enterprise of the party seeking relief.
- e) acts of authority, whether lawful or unlawful, apart from acts for which the party seeking relief has assured the risk by virtue of other provisions of the contract and apart from the matter herein below mentioned.
- f) any court proceedings, any notice or order or injunction of court, rules or notification of the Government or any other public authority.
- g) delay in water, electricity, sewerage and drainage connection or any other facilities and/or permissions that may be required from the government or the Kolkata Municipal Corporation

9.3 For the purpose of paragraph 9.1 hereinabove and unless otherwise provided in the contract, impediment includes lack of authorisations, of licenses, of entry or residence permits, or of approvals necessary for the performance of the contract and to be issued by a public authority of any kind whatsoever in the country of the party seeking relief.

9.4 The ground of relief takes effect from the time of the impediment.

**10. RESTRICTIONS**

- 10.1 The Purchaser shall observe all restrictions, which are set forth in the **EIGHT SCHEDULE** hereunder written.
- 10.2 The right of the Purchaser shall remain restricted to the said Flat and in no event the Purchaser shall be entitled and hereby agrees not to claim any right in respect of the other parts or portions of the said building and the said Premises, save and except those which are expressly stated herein.
- 10.3 Not to make in the said Flat any structural additional and/or alterations such as beams and column, partitions, walls or hammering or chiseling for constructing rafters, false-ceilings or improvements of a permanent nature except with the prior approval in writing of the Developer and with the sanction of the Kolkata Municipal Corporation and/or any concerned authority as may be required.
- 10.4 Unless expressly agreed upon in writing the Purchaser shall have no right over and in respect of any car parking spaces in the open and/or covered spaces on the ground floor of the said building.
- 10.5 This agreement is personal and the Purchaser shall not be entitled to transfer, let out grant lease in respect of the said Flat without the consent in writing of the Developer until execution and registration of the deed of conveyance in respect hereof.
- 10.6 Notwithstanding anything contained herein nothing shall be construed as a demise or assignment in law nor any right title interest claim or demand in respect of the said Flat or any part thereof is being created by virtue of these presents and the same shall accrue only upon the Purchaser having paid all amounts payable whether due or not in terms of this agreement.
- 10.7 The said Car Parking Space, if agreed to be acquired by the Purchaser in terms hereof, shall always remain to be an integral amenity to the said Flat, the Purchaser shall not be entitled to deal with and/or transfer the said Car Parking Space independent of the said Flat.

## **11. COMMON EXPENSES & HOLDING ORGANISATION**

- 11.1 Within three months from the date of completion of the said New Building and the possession is made over to all the Unit Owner in the said New Building the Flat Owners shall form or cause to be formed a Society or Syndicate of the Unit Owners in the said New Building (hereinafter called the **HOLDING ORGANISATION**) with such rules and regulations as shall be determined amongst themselves.
- 11.2 The Purchaser shall become a member of the Holding Organisation and hereby agrees to abide by the rules and regulations that shall be framed by the said Holding Organisation for the benefit of all the members of the said Holding Organisation.
- 11.3 Since it may not be practical to immediately transfer the maintenance responsibility, as all the unit Owner would be new neighbours to each other and would take some time to know one another, till such time Holding Organisation is formed or expiry of 03 months from the date of completion of the said New Building subject to sale of all the flats in respect of the Developer's Allocation by the Developer, the Developer shall continue to render the services such as supply of water, running of lift, lighting of common parts and portions, scavenging the common areas and rendition of all other common services and the Purchaser shall be liable and agrees to make payment of the proportionate share of the maintenance charges to be determined by the Developer in its absolute discretion and unless the said maintenance charges are paid the Purchaser shall not be entitled and hereby agrees not to avail of any of the services and in the event of any default or delay on the part of the Purchaser in making payment of the maintenance charges the Developer shall be entitled and is hereby authorised by the Purchaser to discontinue the services of the lift, discontinue the supply of water and electricity and the Purchaser hereby accepts the same.
- 11.4 The Purchaser shall pay regularly and punctually within seventh day of every month in advance month by month the common expenses at such rate as may be decided, determined and apportioned by the Developer to be payable from the said Date of

Possession to the Developer and upon formation and transfer of management of the said New Building to the Holding Organisation. Such payments are required to be made without any abatement or demand. The details of the expenses payable by the Purchaser and covered by the Holding Organisation are described in the **NINTH SCHEDULE** hereunder written. The Purchaser shall be liable for the payment of common service/maintenance charges on the basis of super built-up area of the said Flat agreed to be purchased by him.

11.5 The proportionate rate payable by the Purchaser for the common expenses shall be decided by the Developer from time to time and the Developer shall be liable to pay all such expenses wholly if it relates to the Purchaser's Unit only and proportionately for the building as a whole. The statement of account of the apportionment of the charges as prepared by the Developer shall be conclusive and final. The Purchaser shall not be entitled to dispute or question the same. In the event of the transfer of the management and administration of the said building to the Holding Organisation in terms of these presents the employees of the Developer such as watchmen, security staff, lift men etc. shall be employed and/or absorbed in the employment of such Holding Organisation with continuity of service and on the same terms and conditions of employment with the Developer and the Purchaser shall not be entitled to raise any objection thereto and hereby consents to the same.

11.6 After the formation of the Holding Organisation the Purchaser shall pay such amounts for the aforesaid purpose as may be demanded by the Holding Organisation.

11.7 The Purchaser shall deposit the amount reasonably required with the Developer and upon its formation with the Holding Organisation towards the liability for the rates, taxes and other outgoing so long as each Unit in the said Premises is not separately mutated and assessed, the Purchaser shall pay the proportionate share of all rates and taxes assessed on the whole Premises such proportion is to be determined by the Developer on the basis of the super built up area of such unit in the said building.

- 11.8 If the Purchaser fails to pay the aforesaid expenses or part thereof within time as aforesaid, the Purchaser shall be liable to pay interest at the rate of 2% per month and further that if any amount remains unpaid for sixty days, the Developer or upon formation of Holding Organisation, such Holding Organisation shall be at liberty to disconnect and/or suspend all common services attached to the Purchaser's flat/ unit such as water supply, electricity connections, use of lifts, etc. till such dues with interest are paid and shall also be liable to pay the common expenses for such suspended period as well as reconnection charges.
- 11.9 The Purchaser shall co-operate with the other Owner/co-purchasers/occupiers and the Developer in the management and maintenance of the said New Building.

## **12. GENERAL**

- 12.1 The name of the building shall remain to be such, as shall be decided by the Developer, and the Purchaser shall not be entitled to change or modify the same under any circumstances whatsoever and/or howsoever.
- 12.2 The Purchaser shall be responsible for payment of all expenses and outgoing towards electricity connection to the said Flat which shall be obtained from the concerned authorities by the Purchaser in their own name and the Developer or any person under it shall not be liable for providing any electricity to the said Flat under any circumstances whatsoever and/or howsoever subject however the Developer agrees to provide electricity to the said Flat the same shall be provided through a sub-meter to be installed and/or caused to be installed by the Purchaser and shall pay the amount each month according to the reading of such sub-meter and also the charges for loss of electricity while in transmission to the Developer and in the event of the sub-meter not being, installed the Purchaser agrees to pay a minimum sum of Rs.2,500/= per month towards consumption of electricity to the Developer until such time the Purchaser has obtained separate electricity meter from the C. E. S.C. Ltd. It is expressly agreed by the Purchaser that it shall not be entitled to draw electricity for



more than 12 months if the Purchaser fails to obtain separate electric meter from the CESC Ltd. even by making payment of the minimum sum of Rs.2,500/= per month.

- 12.3 The Developer shall have the right, without any approval of the Purchaser in the said New Building to make any alterations, additions, improvements or repairs whether structural or non-structural, interior or exterior, ordinary or extra – ordinary in relation to any unsold flat in the said New Building and the Purchaser agrees not to raise objections or make any claims in this regard.
- 12.4 In the event of the Developer constructing any additional floor/s over and above the present sanction after obtaining sanction from the concerned authorities, the Developer shall be entitled to construct, erect and complete the same and also connect and join the said additional constructed floor/s with lift, water, electrical, sanitary, sewerage and all other connections and installations of the said Building and necessary consent and/or concurrence of the Purchaser shall be taken by the developer as per the law in force.
- 12.5 In the event of non enforcement at any time for any period of time by the Developer the same shall not be construed to be a waiver of any of the provisions or the right thereafter to enforce such provision.
- 12.6 The Purchaser shall be liable to make payment of all amounts that maybe charged and/or be applicable by the Central Government, State Government and/or local authority as and by way of GST, Service Tax and/or any other levies, cess, taxes, value addition tax and/or any other form of payments that is and/or are and/or shall hereafter be applicable.
- 12.7 To pay charges for electricity in or relating to the said Flat wholly and proportionately relating to common parts.
- 12.8 To maintain or remain responsible for the structural stability of the said Flat and not to do any thing which has the effect of the affecting the structural stability of the building.

12.9 The exclusive and legal right of possession of the Purchaser in respect of the said Flat shall arise only upon the Purchaser fulfilling all the obligations as are contained in this Agreement.

### **13. ARBITRATION & JURISDICTION**

13.1 All disputes and differences between the parties hereto regarding the construction or interpretation of any of the terms and conditions herein contained and touching these presents or determination of any liability shall be referred to the sole arbitration of Mr. Sanjay Kumar Baid, Advocate of No.8, Old Post Office Street, Kolkata 700001 and the same shall be deemed to be a reference within the meaning of the Arbitration and Re-Conciliation Act 1996.

13.2 None of the parties hereto shall be entitled to proceed before any court or forum before referring the same to the arbitration of the Arbitrator and the Arbitrator has given his award.

13.3 The Arbitrator shall have summary power;

13.4 The Arbitrator shall have power to give interim award and/or directions.

13.5 Courts within the jurisdiction of the Hon' High court at Kolkata alone shall have jurisdiction to entertain and try all actions suits and proceedings arising between the parties hereto.

#### **THE FIRST SCHEDULE ABOVE REFERRED TO**

##### **(DETAILS OF TITLE AND LEGAL INCIDENTS)**

- A. Amulya Ratan Majumdar was absolutely seized and possessed of or otherwise well and sufficiently entitled to **ALL THAT** the piece or parcel of land measuring about 11 cottahs 14 chittacks and 05 sq. ft. free of all encumbrances whatsoever and/or howsoever (hereinafter referred to as the said **LARGER PROPERTY**).
- B. By the Deed of Gift dated 06<sup>th</sup> February 1963 and registered with the Sub – Registrar, Alipore in Book No. I, volume No. 31 in pages 120 to 123 being No. 1049 of 1963 the

said Amulya Ratan Majumdar gave, demised and transferred unto and in favour of Binapani Majumder out of the said Larger Property **ALL THAT** the piece or parcel of land measuring about 02 cottahs 10 chittacks and 13 sq. ft. be the same a little more or less in the manner as contained and recorded therein.

- C. By a Deed of Sale dated 06<sup>th</sup> February 1963 and registered with the Sub – Registrar, Alipore in Book No. I, volume No. 3 in pages 280 to 283 being No. 1050 the said Amulya Ratan Majumdar sold transferred and conveyed out of the said Larger Property unto and in favour of his son Robindra Nath Majumder **ALL THAT** the piece or parcel of land measuring about 03 cottahs 10 chittacks and 12 sq. ft. be the same a little more or less together with the passage leading to the land through the main road for the consideration and in the manner as contained and recorded therein.
- D. By a Bengali Deed of Settlement dated 03<sup>rd</sup> April 1964 and registered with the Sub – Registrar, Alipore in Book No. I, volume No. 42 in pages 288 to 291 being No. 2536 the said Binapani Majumder settled the said land measuring about 02 cottahs 10 chittacks and 13 sq. ft. be the same a little more or less in favour of her son namely Panchanan Majumder and daughter in law namely Reba Rani Majumder, subject to life interest of residence of herself and her husband namely Amulya Ratan Majumder in the manner as contained and recorded therein.
- E. By a Deed of Sale dated 03<sup>rd</sup> April 1964 and registered with the Sub – Registrar, Alipore in Book No. I, volume No. 52 in pages 171 to 175 being No. 2537 the said Amulya Ratan Majumdar sold transferred and conveyed out of the said Larger Property unto and in favour of his son Robindra Nath Majumder **ALL THAT** the piece or parcel of land measuring about 02 cottahs 05 chittacks and 35 sq. ft. be the same a little more or less together with the passage leading to the land through the main road for the consideration and in the manner as contained and recorded therein.
- F. Pursuance to the above the said Amulya Ratan Majumdar was left with a land area of 03 cottahs 03 chittacks and 25 sq. ft. more or less on the north-western side of the said Larger Property.

- G. Pursuance to the above the said Panchanan Majumder, Reba Rani Majumder and Robindra Nath Majumder hold following area of land out of the said Larger Property:
- a) Panchanan Majumder & Reba Rani Majumder (jointly) 02 cottahs 10 chittacks and 13 sq. ft.
  - b) Robindra Nath Majumder - 06 cottahs 03 chittacks and 25 sq. ft. (inclusive of passage area of 03 chittaks and 23 sq. ft.)
- H. The said Amulya Ratan Majumder and the said Binapani Majumder have expired long back and their respective life interest of residence has come to an end in accordance with the said Deed of Settlement dated 03<sup>rd</sup> April 1964.
- I. The said Robindra Nath Majumder was during his lifetime governed by the Dayabhaga School of Hindu Law died intestate on 03<sup>rd</sup> December 1999 leaving behind him surviving his wife namely Dipali Majumder and two sons namely Rajib Majumder and Debasish Majumder as his only legal heirs and/or representatives.
- J. The said Panchanan Majumder was during his lifetime governed by the Dayabhaga School of Hindu Law died intestate on 19<sup>th</sup> September 2006 leaving behind him surviving his wife namely Reba Rani Majumder, one daughter namely Purabi Ghosh and one son namely Samiran Majumder as his only legal heirs and/or representatives.
- K. By a Bengali Deed of Gift dated 14<sup>th</sup> August 2008 and registered with the District Sub – Registrar - I, Alipore in Book No. I, volume No. 164 in pages 222 to 255 being No. 02497 of 2008 the said Reba Rani Majumdar gave, demised and transferred unto and in favour of her son namely Samiran Majumder **ALL THAT** her entire right title interest claim and/or demand into or upon the said the piece or parcel of land measuring about 02 cottahs 10 chittacks and 13 sq. ft. be the same a little more or less in the manner as contained and recorded therein.
- L. The land area measuring 02 cottahs 10 chittacks and 13 sq. ft. be the same a little more or less together with the structure has been known and numbered as municipal premises No. 2/1D, Gobinda Auddy Road and the land area measuring 06 cottahs 03 chittacks

and 25 sq. ft. has been known and numbered as municipal premises No. 2/1D/1, Gobinda Auddy Road in the records of the Kolkata Municipal Corporation.

- M. By the Deed of Conveyance dated 24<sup>th</sup> July 2013 and registered with the ADSR, Alipore in Book No. I, CD Volume No. 25 in pages 3082 to 3092 being No. 06063 for the year 2013 the said Dipali Mazumder, Rajib Mazumder and Debasis Mazumder sold transferred and conveyed unto and in favour of Reba Rani Majumder, Purabi Ghosh and Samiran Majumder **ALL THAT** an un-demarcated and undivided 50 sq. ft. super built up area in the structure together with undivided proportionate share in the land at the said municipal premises No. 2/1D/1, Gobinda Auddy Road, Kolkata 700 027 PS Chetla for the consideration and in the manner as contained and recorded therein.
- N. By the Deed of Conveyance dated 24<sup>th</sup> July 2013 and registered with the ADSR, Alipore in Book No. I, CD Volume No. 25 in pages 3519 to 3529 being No. 06064 for the year 2013 the said Reba Rani Majumder, Purabi Ghosh and Samiran Majumder sold transferred and conveyed unto and in favour of Dipali Mazumder, Rajib Mazumder and Debasis Mazumder **ALL THAT** an un-demarcated and undivided 50 sq. ft. super built up area in the structure together with undivided proportionate share in the land at the said municipal premises No. 2/1D, Gobinda Auddy Road, Kolkata 700 027 PS Chetla for the consideration and in the manner as contained and recorded therein.
- O. Pursuance to the above upon an application being made the said municipal premises Nos. 2/1D/1, Gobinda Auddy Road and 2/1D, Gobinda Auddy Road was amalgamated as one single municipal holding No. in the records of the Kolkata Municipal Corporation vide case No. M/082/12-Nov-13 1730 approved by A. C. (S) dated 05<sup>th</sup> July 2014. and the entire piece or parcel of land measuring about 08 cottahs 13 chittacks and 38 sq. ft. be the same a little more or less together with the structures thereof was numbered as 2/1D, Gobinda Auddy Road (hereinafter referred to as the said **PREMISES**).
- P. Thus, the Owners herein became the absolute owners of the said Premises.

**THE SECOND SCHEDULE ABOVE REFERRED TO****(PREMISES)**

**ALL THAT** the piece or parcel of land containing by ad-measurement an area of about 08 Cottahs 13 chittacks and 30 Sq. ft. be the same a little more or less lying situate at the said municipal premises No. 2/1D, Gobinda Auddy Road (including 2/1D/1, Gobinda Auddy Road), Kolkata - 700 027 within P.S. Chetla (formerly New Alipore) in ward No. 82 of the Kolkata Municipal Corporation and is butted and bounded in the manner as follows: -

- ON THE NORTH: Partly by KMC Road named as Gobindo Auddy Road and partly by municipal premises No. 2/1H, Gobinda Auddy Road;
- ON THE EAST: Partly by municipal premises No. 2/1F, Gobinda Auddy Road and partly by 2/1C, Govind Auddy Road;
- ON THE SOUTH: By 83C, Alipore Road;
- ON THE WEST: Partly by municipal premises No. 81/A, Alipore Road and partly by municipal premises No. 2/1H, Gobinda Auddy Road;

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

**THE THIRD SCHEDULE ABOVE REFERRED TO****(FLAT)**

**ALL THAT** the Flat No. \_\_\_\_ on the \_\_\_\_\_ side of the \_\_\_\_\_ floor of the said New Building and containing by ad-measurement an area of about \_\_\_\_\_ sq. ft. built up be the same a little more or less together with undivided proportionate impartible indivisible variable share in the land upon which the building stands at the said Premises referred to in the Second Schedule above written and is attributable to the said Flat together with undivided proportionate share in the common parts and portions referred to in the Fifth Schedule hereunder written.

**(COVERED CAR PARKING SPACE)**

**ALL THAT** the exclusive right upon the space on the ground floor of the said New Building to be constructed at the said Premises and to be used exclusively for parking of one medium sized motorcar thereon.

**THE FOURTH SCHEDULE ABOVE REFERRED TO****(COMMON AREAS)**

1. The foundation, columns, beams, supports, corridors, lobbies, stair, stairway, landing, entrance, exists and pathways.
2. Drain and sewerage from the said Premises to the municipal duct.
3. Water sewerage and drainage connection pipes from the Units to drains and sewers common to the Premises.
4. Toilet in the ground floor of the Premises for the use of durwans/ drivers, maintenance staff of the said Premises.
5. Lift, lift well, lift machine and space thereof.
6. Boundary walls of the Premises including outside walls of the building and main gates.
7. Water pump and motor with installation and space thereof.
8. Overhead and underground water reservoir water pipes and other common plumbing installations and space required thereto.
9. Electrical wiring meters and fittings and fixtures for lighting the staircases lobby and other common areas (excluding those as are installed for any particular Unit) and spaces required thereof.
10. Roof of the building.

**THE FIFTH SCHEDULE ABOVE REFERRED TO****(PAYMENT SCHEDULE)**

The Purchaser shall pay the said Consideration amount to the Developer in the manner as follows: -

i)	At or before the execution of this agreement	10%
ii)	On or before completion of Foundation	10%
iii)	On or before 1 <sup>st</sup> floor slab casting	10%
iv)	On or before 2 <sup>nd</sup> Floor slab casting	10%
v)	On or before 3 <sup>rd</sup> Floor slab casting	10%
vi)	On or before 4 <sup>th</sup> Floor slab casting	10%

vii)	On or before roof slab casting	10%
viii)	On or before brick work of the Flat	10%
ix)	On or before laying of internal wiring of Flat	10%
x)	Within 7 days from the date of the notice issued by the Developer notifying the said Date of Possession.	10%

**THE SIXTH SCHEDULE ABOVE REFERRED TO**

**PART – I**

Rs.

- i) Towards legal fees of Mr. Sanjay Kumar Baid, Advocate
- ii) Expenses for CESC Line/electric connection Meter/Sub-meter wiring cable and installation cost, etc. including any payment to CESC for providing electricity to the said Premises and for common in proportionate.
- iii) All expenses for any addition/alteration work in deviation to Architect's drawings.
- iv) All amounts on account of any extra work and/or any extra gadget fitting fixtures and others at the said Flat.

**PART-II**

At or before taking over the possession the Purchaser shall deposit the following amounts that are not refundable and are interest free:

- a) For Security Deposit for electric connection to the said Flat and proportionate deposit for the payment made to CESC for providing electric connection in the said Premises as security and for meter/sub-meter- as may be charged by the CESC.
- b) For Maintenance Deposit of Rs.\_\_\_\_\_/= to be deposited to the Developer by the Purchaser before taking over the possession.

**THE SEVENTH SCHEDULE ABOVE REFERRED TO**

**(SPECIFICATIONS)**

- STRUCTURE** : Building designed on RCC frame and foundation.
- FLOORING** : Marble tiles flooring with 4" skirting.
- KITCHEN** : Flooring in marble tiles with work top in granite and ceramic tiles upto 2 feet with steel sink.



- BATHROOM** : Flooring in marble tiles with wall dados with ceramic tiles upto door height and C. P. fittings with hot/cold water
- SANITARY WARE:** Standard fittings of white colour of Cera/Hindware;
- ELECTRICAL** : Concealed copper wiring with adequate electrical points with switches and safety circuit breakers;
- DOORS** : Malaysian Sal frame and 32 mm flush doors;
- WINDOWS** : Aluminum shutters with glass panel & grill.
- LIFT** : Of adequate capacity.
- INTERNAL WALLS:** Plaster of Paris over cement plastering.
- EXTERIOR** : Cement based painting.
- WATER** : KMC Supply;
- LOBBY** : Decorated facade of Lift & lobby;
- SECURITY & ORS.:** Intercom & telephone points in living/dining

**THE EIGHT SCHEDULE ABOVE REFERRED TO**

**(RESTRICTIONS)**

1. Not to use the said Flat or permit the same to be used for any purpose whatsoever other than for residential purpose and shall not use for the purpose which may or is likely to cause nuisance or annoyance to occupiers of the other portions of the said building or to the Owner and occupiers of the neighboring premises or for any illegal or immoral purpose or as a Boarding House, Guest House, Club House, Nursing Home, Amusement or entertainment Center, eating or catering place, Dispensary or a meeting place or for any industrial activities whatsoever and similarly shall not keep in the parking place, if allotted, anything other than private motor car or motor cycle and shall not raise or put up any kutchra or pucca construction thereon or part thereof and shall keep it always open as before dwelling or staying of any person or blocking by putting any articles shall not be allowed in the car parking space.

2. The Purchaser shall not store in the said Flat any goods of hazardous or combustible nature that are too heavy to effect the construction of the said structure of the said building or to the insurance of the building.
3. The Purchaser shall not decorate the exterior of the said building otherwise than in a manner agreed by the Developer or in a manner as near as may be in which the same was previously decorated.
4. The Purchaser shall not put any neon sign or other boards on the outside of the said Flat. It is hereby expressly made clear that in no event the Purchaser shall be entitled to open any new window or any other apparatus producing outside the exterior of the said portion of the said building.
5. The Purchaser shall permit the Developer and its surveyor or agents with or without workman and others at all reasonable times to enter upon the said Flat or any part thereof to view and examine the state conditions thereof good within seven days from the giving of such notice all defects decays and want of repairs of which a notice in writing shall be given by the Developer to the Purchaser.
6. Not to allow or permit to be deposited any rubbish in the staircases or in any common parts of the Building.
7. Not to allow or permit to be allowed to store any goods articles or things in the staircase or any portion thereof in the land or any part thereof.
8. Not to hang from or attach to the beams or rafters any articles or machinery which are heavy or likely to affect or endanger or damage the constructions of the building or any part thereof.
9. Not to close or permit the closing of verandahs or lounges or balconies and lobbies and common parts and also not to alter or permit any alternation in the elevation and outside colour scheme of the exposed walls of the verandahs, lounge or any external walls or the fences of external doors and windows, including grills of the said Flat which in the opinion of the Developer differs from the colour scheme of the building or deviation or

which in the opinion of the Developer may effect the elevation in respect of the exterior walls of the said building.

10. Not to make in the said unit any structural additional and/or alterations such as beams, columns, partitions, walls etc. or improvements of a permanent nature except with the prior approval in writing of the Developer and with the sanction of the Kolkata Municipal Corporation and/or concerned authority.
11. Not to use the allocated car parking space, if any, or permit the same to be used for any other purposes whatsoever other than parking of its own car/cars.
12. Not to park car on the pathway or open spaces of the building or at any other place except the space allotted to it, if any, and shall use the pathways as would be decided by the Developer.
13. Not to commit or permit to be committed any waste or to remove or alter the exterior to the said building in any manner whatsoever or the pipes conduits cables and other fixtures and fittings serving the said building and the said Flat. No clothes or other articles shall be hung or exposed outside the said Flat nor flower box flower pot or like other object shall be placed outside the said Flat nor taken out of the window of the Flat nor any bird dog or other animal which may cause annoyance to any other occupier of other Flats comprised in the said building shall be kept in the Flat.
14. Not to install any generator without permission in writing of the Developer.
15. Not to do or cause to be done any act deed matter or which may be a nuisance or annoyance to the other Flat Owner and occupiers in the said building including not to permit and/or gathering and/or assembly of any persons under the Purchaser in the common areas nor to make any noises in the said building and the Premises including the said Flat that may cause inconvenience to the occupiers of the building.

**THE NINTH SCHEDULE ABOVE REFERRED TO**

**(MAINTENANCE /COMMON EXPENSES)**

1. Repairing rebuilding repainting improving or other treating as necessary and keeping the property and every exterior part thereof in good and substantial repair order and condition and renewing and replacing all worn or damaged parts thereof.
2. Painting with quality paint as often as may (in the opinion of the Holding Organisation) be necessary and in a proper and workman like manner all the wood metal stone and other work of the property and the external surfaces of all exterior doors of the Building and decorating and coloring all such parts of the property as usually are or ought to be.
3. Keeping the private road in good repair and clean and tidy and edged where necessary and clearing the private road when necessary.
4. Paying a fair proportion of the cost of clearing repairing instating any drains and sewers forming part of the property.
5. Paying such workers as may be necessary in connection with the upkeep of the property.
6. Cleaning as necessary the external walls and windows (nor forming part of any unit) in the property as may be necessary keeping cleaned the common parts and halls passages landing and stair cases and all other common parts of the building.
7. Cleaning as necessary of the areas forming parts of the property.
8. Operating maintaining and (if necessary) renewing the lighting apparatus from time to time of the maintained property and providing such additional lighting apparatus as the Developer may think fit.
9. Maintaining and operating the lift.
10. Providing and arranging for the emptying receptacles for rubbish.
11. Paying all rates taxes duties charges assessments license fees and outgoing whatsoever (whether central and/or state and/or local) assessed charged or imposed upon or payable in respect of the said New Building or any part whereof including in respect of any apparatus, fittings, utilities, gadgets and/or services that require statutory licensing excepting in so far as the same are the responsibility of the individuals Owner/occupiers of any flat/unit.

12. Abating any nuisance and executing such works as may be necessary for complying with any notice served by a local authority in connection with the development or any part thereof so far as the same is not the liability of or attributable to the Unit of any individual lessee of any Unit.
13. Generally managing and administering the development and protecting the amenities in the building and for that purpose employing any contractor and enforcing or attempting to enforce the observance of the covenants on the part of any occupants of any of the Units.
14. Employing qualified accountant for the purpose of maintenance and auditing the accounts in respect of the maintenance expenses and certifying the total amount thereof for the period to which the account relates.
15. Complying with the requirements and directions of any competent authority and with the provisions of all statutes and all regulations orders and byelaws made thereunder relating to the building excepting those that are the responsibility of the Owner/ occupier of any flat/unit.
16. The Purchase maintenance and renewal of fire fighting appliances and the common equipment as the Developer may from time to time consider necessary for the carrying out of the acts and things mentioned in this schedule.
17. Administering the management organisation staff and complying with all relevant statutes and regulations and orders thereunder all employing persons or firm to deal with these matters.
18. The provision maintenance and renewal of any other equipment and the provision of any other service which in the opinion of the Management Company/Holding Organisation it is reasonable to provide.

**IN WITNESS WHEREOF** the parties hereto have hereunto set and subscribed their hands and seals the day month and year first above written.

**SIGNED SEALED AND DELIVERED**

by the **OWNER** at Kolkata

in the presence of:

**SIGNED SEALED AND DELIVERED**

by the **PURCHASER** at Kolkata

in the presence of:

**SIGNED SEALED AND DELIVERED**

by the **DEVELOPER** at Kolkata

in the presence of: