

**AGREEMENT FOR SALE**

**Of**

**Flat No. : \_\_\_\_\_**

**Floor : \_\_\_\_\_**

**WITH**

**One Four Wheeler open Car Parking Space**

**AT**

**"SHIVALAYA"**

R.S. & L.R. Dag No. 122 & 124 under present L.R. Khatian No. 113, Touzi No. 173 within Mouza - Noapara, J.L. No- 9, Police Station - Baranagar, District - North 24 Parganas.

**BETWEEN**

**CHARIOT REALTY & INFRA LLP**

**..... Vendors/Developer.**

**AND**

\_\_\_\_\_

**.....  
..... Purchaser**

**Sri A Kala,**

**Advocate.**

**High Court, Calcutta.**

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**THIS AGREEMENT** made on this ..... day of ....., Two Thousand and Nineteen;

**BETWEEN**

**SRI TAPAS BISWAS (PAN-ACWPB7304E)**son of Late Subodh Chandra Biswas, by faith Hindu, by occupation Service, residing at 33/71, Nabin Chandra Das Road, P.O. Noapara, P.S-Baranagar, Kolkata—700090, hereinafter referred to as the **“OWNER/VENDER”** (which term or expression shall unless excluded by or repugnant to the context to the context be deemed to mean and include his heirs, executors, administrators, legal representatives and assigns) the owner is represented by his constituted attorney **ASHIM KUMAR DEY(PAN-AECPD6632B)** son of late Anil Chandra Dey by faith – Hindu, by occupation Business, residing at 9, Mata Manmohini Nagar, P.S.-Baranagar, Kolkata 700108 vide deed no. 150601797 for the year 2017 registered at Additional District Registrar, cossipore, Dum Dum, 24 Pgs(N) of the **FIRST PART.**

**AND**

**CHARIOT REALTY & INFRA LLP, (PAN No.-AAIFC7760P)**, a LLP Company, having its registered office at Room No. G-1, Ground Floor, 9, Mata Manmohini Nagar, P.O. ISI Bonhooghly, P.S. Baranagar, Kolkata – 700 108, represented by one of its Designated Partner **SRI ASHIM KUMAR DEY, (PAN – AECPD6632B)**, son of Late Anil Chandra Dey, by faith Hindu, by Nationality Indian, by occupation Business, residing at **“DWARIKA DHAM”** Flat No. 400, 4<sup>th</sup> Floor, 9, Mata Manmohini Nagar, P.O. ISI Bonhooghly, P.S. Baranagar, Kolkata – 700 108, hereinafter referred to as the **“DEVELOPER”** (Which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successors in office, executors administrators, legal representative and assigns) of the **SECOND PART:**

**AND**

\_\_\_\_\_, hereinafter referred to as "the **PURCHASER**" (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his respective heirs, executors, administrators, legal representatives and assigns) of the **THIRD PART:**

**WHEREAS:**

- A.** In this Agreement, unless there be something contrary or repugnant to the subject or context, the following terms (whether used as capitalized terms or not) shall have the respective meanings which have been assigned thereto:
  - (i)** **“Additional Payments”** shall mean the amounts mentioned in **PART-I** and **PART-II** of the **SIXTH SCHEDULE** hereto and to be paid by the Purchaser to the Vendor/Builder, in addition to the Agreed Consideration, being the costs for extra work requested by the Purchaser and shall also include any other additional amounts that may be required to be paid by the Purchaser.
  - (ii)** **“Agreed Consideration”** shall mean the consideration mentioned in **PART-I** of the **FIFTH SCHEDULE** hereto and payable by the Purchaser to the Vendor/Builder for acquiring the said Unit.

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Vendor/Builder

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Purchaser

- (iii) **“Architects”** shall mean any Architect whom the Vendor/Builder have appointed as the Architects for the Project / Buildings time to time.
- (iv) **“Association”** shall mean an Association, Syndicate, Committee, Body, Society or Company which would comprise the purchasers of Units and the Vendor/Builder as may be required and be formed or incorporated at the instance of the Vendor/Builder for the Common Purposes with such rules and regulations as shall be framed by the Builder.
- (v) **“Buildings”** shall mean studio type flat or 2 and 3 BHK Apartments having Stand Alone Apartment in G+III storied Building including such other constructions and/or structures, as may be constructed on the Premises by the Vendor/Builder from time to time.
- (vi) **“Built-Up Area”** and/or **“Covered Area”** in relation to a Flat shall mean the floor area of that Flat including the area of balconies and terraces, if any attached thereto, and also the thickness of the walls (external or internal) and the columns and pillars therein Provided That if any wall, column or pillar be common between two Flats, then one-half of the area under such wall column or pillar shall be included in the built-up area of each such Flat.
- (vii) **“Super Built up Area”** shall mean 25% to be charged on the Built up /Covered area for the right of user of all common areas of the said building.
- (viii) **“Carpet Area”** means the net usable floor, area of an Flat/Apartment, excluding the area covered by the external walls, areas under services shafts, excluding balcony or verandah area and exclusive open terrace, but includes the area covered by the internal partition walls of the flat/apartment;
- (ix) **“Car Parking Area”** means an area either enclosed or unenclosed, open car parking areas reserved for common areas and facilities to park vehicles located at any level and includes all types of car parking areas sanctioned by the Competent Authority;
- (x) **“Common Area”** means-
- i) the entire land for the real estate project or where the project is developed in phase and registration under the West Bengal Housing Industry Regulation Act, 2017, the entire land for that phase;
  - ii) the stair cases, lifts, staircase and lift lobbies, and common entrances and exits of the building;
  - iii) the common terraces, play areas;
  - iv) the premises for the lodging of persons employed for the managements of the property including accommodation for watch and ward staffs or for the lodging of community service personal;
  - v) Installations of central services such as electricity, water, and sanitation;
  - vi) the water tanks, pumps, motors, ducts and all apparatus connected with installations for common use;
  - vii) all community and common facilities as provide in the real estate project;
  - viii) all other potion of the project necessary or convenient for its maintenance, safety etc., and in common use;
- (xi) **“Common Expenses”** shall mean and include all expenses for the maintenance, management and upkeep of the Buildings, the Common

Area/Portions, and the Premises and also the expenses for Common Purposes of the Unit Owners and shall be payable proportionately by the Purchaser periodically as part of maintenance charges.

- (xii) **“Common Portions”** shall mean the common areas and installations in the Buildings and the Premises that are more fully and particularly mentioned in the **THIRD SCHEDULE** hereto.
- (xiii) **“Common Purposes”** shall include the purposes of managing and maintaining the Premises, the Buildings and in particular the Common Portions, rendition of services in common to the Unit Owners, collection and disbursement of the Common Expenses and dealing with the matters of common interest of the Unit Owners and relating to their mutual rights and obligations for the beneficial use and enjoyment of their respective Units exclusively and the Common Portions in common.
- (xiv) **“Date of Possession”** shall mean the 30<sup>th</sup> day from the date of Notice of Possession or the date on which the Purchaser takes the possession of the said Unit, whichever is earlier.
- (xv) **“Deed of Conveyance”** shall mean the Deed of Conveyance to be prepared and executed by the Vendor/Builder in favour of the Purchaser in respect of the said Unit upon the Purchaser having made payment of Agreed Consideration and Additional Payments to the Vendor/ Builder in time and also having complied with all his obligations and liabilities and not committing any breach or default thereof.
- (xvi) **“Family Members”** shall mean, and includes husband, wife minor son and unmarried daughter wholly dependent on a person.
- (xvii) **“Flat”** shall mean a flat or apartment whether, dwelling unit, flat, or by any other name, means a separate and self contained part of any immovable property including one or more rooms or enclosed spaces, located on one or more floors or any part thereof, in a building or on a plot of land, used or intended to be used for any residential use such as residence or for any other type of use ancillary to the purposes specified;
- (xviii) **“Force Majeure”** shall include natural calamities, acts of God, floods, tidal waves, earthquake, riot, war, terrorist action, storm, tempest, fire, civil commotion, civil war, air raid, strikes (including by contractors / construction agencies), lockout, transport strike, notice or prohibitory order from or delay in granting necessary approvals by the Municipal Corporation or any other statutory body or any Court, adverse Government Regulations, new and/or changes in any govt. Authority or other rules, laws or policies affecting or likely to affect the Project or any part or portion thereof, shortage and/or abnormal rise in prices of Essential Commodities and/or building materials and/or any circumstances beyond the control planning or reasonable estimation of the Vendor/Builder.

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Vendor/Builder

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Purchaser

- (xix) **“Land”** shall mean the entire land All That piece and parcel of Rayati ‘Bastu’ land, measuring about 2 (Two) Cottahs 8 Chittacks together with a residential complex, namely, “SHIVALAYA” containing one stand alone building constructing thereon, situated at and /or comprised in R.S. Dag No. 122 & 124 under present L.R. Khatian No. 113, Touzi No. 173, within Mouza - Noapara, J.L. No- 9, Police Station - Baranagar, District – North 24 Parganas, more fully described in the First Schedule hereunder written.
- (xx) **“Maintenance Agency”** shall mean the Vendor/Builder or any association, society, company, body or committee formed/appointed by the Vendor/Builder for the Common Purposes.
- (xxi) **“Development Authority”** shall mean the Baranagar Municipality and shall also include other concerned authorities that may recommend, comment upon, approve, sanction, modify and/or revise the Plans.
- (xxii) **“Notice of Possession”** shall mean the notice given by the Vendor/Builder to the Purchaser in terms of clause 6.1 herein below stating that the said Unit is ready for possession.
- (xxiii) **“Plan”** or **“Plans”** shall mean sanctioned Building Plan, sanctioned by the office of the Baranagar Municipality, vide memo no – PWBS/195/16, dated 19/03/2018 and shall also include all its variations, modifications, alterations, amendment, validation, revalidation, renewals, extensions, if any, that may be made or obtained by the Vendors / Builder from time to time.
- (xxiv) **“Premises”** shall mean the Land including the Buildings and other structures to be constructed thereon.
- (xxv) **“Project”** shall mean the work of development undertaken and to be done by the Vendor/ Builder in respect of the Premises and/or any modification or extension thereof till such development of the Premises is completed and possession of the completed Flats / Units are made over to the respective Unit Owners.
- (xxvi) **“Proportionate”** with all its cognate variations shall mean the ratio the Covered Area of any Flat may bear to the Covered Area of all the Flats in the Buildings.
- (xxvii) **“Proportionate Undivided Share”** in relation to a Flat shall mean the proportionate variable undivided indivisible and impartible share in the Land comprised in the Premises that is attributable to such Flat at any point of time.
- (xxviii) **“Purchaser”** shall mean and include :
- (a) If he be an individual, then the heirs, executors, successors, administrators, legal representatives and permitted assigns of such individuals.
  - (b) If it be a Hindu Undivided Family, then the members of such Hindu Undivided Family from time to time and their respective heirs, executors, successors, administrators, legal representatives and permitted assigns.

- (c) If it be a company, then the successors-in-interest and permitted assigns of such Company.
- (d) If it be a partnership firm, then the partners of such partnership firm from time to time and their respective heirs, executors, successors, administrators, legal representatives and permitted assigns.
- (e) If it be a Trust, then the Trustees of such Trust from time to time and their respective successors-in-office and permitted assigns.
- (f) If it be a sole proprietorship firm, then the proprietor thereof and the heirs, executors, successors, administrators, legal representatives and permitted assigns of such proprietor.
- (xxix) **“Rights on Purchaser's Default”** shall mean the rights mentioned in the **NINTH SCHEDULE** hereto to which the Vendor/Builder shall be entitled in case of any default or breach by the Purchaser.
- (xxx) **“Said Flat”** shall mean the Flat / apartment described in **PART-I** of the **SECOND SCHEDULE** hereto.
- (xxxi) **“Said Undivided Share”** shall mean the proportionate variable undivided indivisible and impartible share or interest in the Land comprised in the Premises attributable to the said Flat.
- (xxxii) **“Said Unit”** shall mean the said Flat, the said Vehicle Parking Space, (if any), and the right of common use of the Common Portions and wherever the context so intends or permits, shall also include the Said Undivided Share.
- (xxxiii) **“Saleable Area”** of a Flat shall mean the Super Built-Up Area of such Flat and the Proportionate Undivided Share attributable to such Flat.
- (xxxiv) **“Unit”** shall mean a residential apartment in the Buildings, with or without any Vehicle Parking Space, and wherever the context so intends or permits, shall include the Proportionate Undivided Share attributable to such Flat and the right of common use of the Common Portions thereto.
- (xxxv) **“Unit Owners”** shall according to the context, mean all purchasers and/or intending purchasers of different Flats / apartments / Units in the Buildings and shall also include the Vendor/Builder in respect of such Flats / apartments / Units which are retained and/or not alienated and/or not agreed to be alienated for the time being by the Vendor/Builder.
- (xxxvi) **“Vehicles Parking Space”** shall mean open Spaces surrounding or adjacent to the Buildings that may be earmarked by the Vendor/Builder for parking private cars of the Unit Owners on payment of cost and on the basis of first come first serve..
- (xxxvii) **“Vendor/Builder’s Advocates”** shall mean Sri. A Kala, High Court, Calcutta, of 21/4/10/2, A.K.Mukherjee Road, P.S. Baranagar, District North 24 Parganas, PIN – 700090, who have prepared this Agreement and who shall prepare all legal documents including the Deed of Conveyance in respect of the development, construction, sale and transfer of the Units including the said Unit, in the Premises.
- (xxxviii) **“Masculine”** gender shall include the **“Feminine”** and **“Neuter”** genders and vice versa.
- (xxxix) **“Singular”** number shall include the **“Plural”** and vice versa.

- B.** The Vendor is the absolute owners of the Land comprised in the Premises and are in vacant and peaceful possession thereof.
- C.** The facts **describing the devolution** of title of the Vendors to the Land and the Premises is more particularly mentioned in the **TENTH SCHEDULE** hereto.
- D.** One late Sudodh Chandra Biswas by a registered deed of conveyance registered at the sub-registry office at coossipore, Dum Dum recorded in book no.I, volume no.23, page no. 134 to 137 , being no.914 for the year 1964 purchased a Bastu plat measuring 2 Cottahs 8 Chittacks of land with very old two storied bricks build structure at mouza-Noapara, P.S. Baranagar, Touzi No. 173, Khatian no. 113 Dag no. 122 & 124 and plot No. 33/71, purchased from Suburban Estates private Limited.
- E.** The said Sudodh Chandra Biswas by a registered deed of gift dated 23.04.2008 registered at the office of the A.D.S.R Cossipore Dum Dum recorded in book No.I, Volume No.87, page no. 323 to 330, being No. 3408 for the year 2008 gifted and transferred the said 2 Cottahs 8 Chittacks of land at 33/71, Nabin Chandra Das Road Kolkata -700090 together with two storied habitable residential structure standing thereon in favour of his son Tapas Biswas.

Said Tapas Biswas also while thus seized and possessed of his said 2 cottahs 8 chittacks of land as sole and absolute owner thereof by a registered Deed of Gift, dated 23.04.2008, registered at the office of A. D. S. R. Cossipore, Dum Dum, recorded in Book No. I, Volume No. 87, Page No. 323 to 330, being No. 3408 for the year 2008 and thus the Vendor herein became sole and absolute owner of the said 2 cottahs and 8 chittacks of land, more fully described in the First Schedule written hereunder.

- F. In due course the Vendor/Builder entered into a registered development agreement the developer, registered at A.D.S.R. Cossipore Dum Dum Being no. I-1774 with the owner dated 14.03.2017 to construct building consisting of several flats and parking/shops spaces and accordance with the plan to be sanctioned by the Baranagar Municipality on the terms and conditions and considerations mentioned therein and has started the construction of the said project in accordance with necessary approvals and sanctioned plans and named the project "SHIVALAY".**
- G.** The Purchaser herein being desirous of purchasing **ALL THAT** the said Unit, more fully and particularly mentioned in the **Part-I** and **Part-II** of the Second Schedule hereunder written has approached and requested the Vendor/Builder to sell the said Unit to the Purchaser, and the Vendor/ Builder accepting the said request of the Purchaser, have agreed to sell the said Unit to the Purchaser at or for the consideration and on the terms and conditions more fully contained hereinafter.
- H.** It is recorded that at or before execution of this Agreement, the Purchaser has by obtaining independent professional services, examined and fully satisfied himself as to the following :-
- (a) The title of the Vendor to the Land and the Premises and also the said Unit;
  - (b) The right of the Vendor/Builder in respect of the Project;
  - (c) The terms and conditions contained in this Agreement;
  - (d) The Plan sanctioned by the Baranagar Municipality.
  - (e) The total measurement of the said Unit including the Salable Area thereof;
  - (f) The specifications of materials used and/or to be used for construction of the said Unit and the Buildings;

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Vendor/Builder

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Purchaser



and has agreed not to raise henceforth any objection or make any kind of requisition, whatsoever or howsoever, regarding the above and also waives his right, if any, to do so.

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

**1. Allotment**

- 1.1 The Purchaser agrees to purchase and the Vendor/ Builder has agreed to allot to the Purchaser for sale the said Unit free from all encumbrances on the terms and conditions recorded herein.
- 1.2 The Purchaser shall pay to the Vendor/Builder, notwithstanding any demand from the Vendor/ Builder, the Agreed Consideration, Additional Payments and Mandatory Deposits/Advances/Extra Costs and the Vendor/Builder will issue receipts acknowledging such payments on their behalf, in the manner specified in Part-I and Part-II of the **FIFTH** and the **SIXTH SCHEDULES** hereunder written, respectively, and upon completion of such payments, the said Unit shall be deemed to have been allotted to the Purchaser **SUBJECT TO** the Purchaser first complying with and/or performing the terms conditions covenants and obligations required to be complied with and/or performed on the part of the Purchaser hereunder.
- 1.3 The Purchaser(s) hereby also agree(s) and confirm(s) that he shall not nor be entitled to claim any deduction or abatement in the amount of the Agreed Consideration, Additional Payments, Deposits or any other amounts agreed and payable by the Purchaser to Vendor/Builder, on any ground or reason whatsoever.
- 1.4. After making payment of all such amounts, as mentioned above, the Purchaser shall be entitled to obtain a Deed of Conveyance in his favour in respect of the said Unit in the manner stated herein.

**2. Title Deeds**

- 2.1 It is recorded and clarified that at or before entering into this Agreement, the Purchaser has inspected all title deeds and documents relating to the right, title and interest of the Vendor/Builder in respect of the Premises and has satisfied himself about the same after making necessary investigation of title.

**3. Construction**

- 3.1. The construction of the Buildings including the said Flat and the Common Portions shall be done by the Vendor/Builder in a phased manner, as may be decided by the vendor/Builder, in its sole discretion.
- 3.2 The Buildings, the Common Portions and the said Flat shall be constructed and completed as per specifications mentioned and agreed by the Purchaser in the **FOURTH SCHEDULE** hereto.
- 3.3 The Architects and the Vendor/Builder shall have the absolute authority to determine as to which quality and specifications of building materials are to be used in construction of the Buildings including the said Unit and the Purchaser hereby consents to the same.
- 3.4 The Vendor/Builder shall be entitled to make such changes, modifications, additions, alterations and/or variations regarding the construction and the specifications of the

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Vendor/Builder

.....  
Purchaser

Buildings, the Common Portions and/or the said Unit, as may be deemed necessary by the Architects or the Vendor/Builder and/or required to be done by any authority including the Baranagar Municipality, and the Purchaser hereby consents to the same and authorizes the Vendor /Builder in this regard. The Purchaser hereby agrees not to raise any claim or objection in this regard at any time.

- 3.5 The decision of the Architects regarding construction, specifications, division of phases, common portions, the quality of materials and the workmanship, calculation of the Carpet Area, Built-Up and Super Built Up Areas of all Flats and Units and other such matters regarding construction shall be final and binding on the Purchaser.
- 3.6 The Purchaser undertakes that he shall not do, directly or indirectly, any act deed or thing whereby the construction or completion of the said Flat and all other Flats in the said Buildings to be constructed on the said Land or in the remaining portion of the Premises is in any way hindered or affected or obstructed or interfered or interrupted or prejudiced. In case the Purchaser is found to have committed breach of the above undertaking, the Purchaser shall be responsible and liable for all losses and damages which the Vendor/Builder may suffer in this regard.
- 3.7 The Vendor/Builder shall endeavor to construct the said flat and make the same ready for delivering possession thereof on or before as mentioned in **PART-III** of the **FIFTH SCHEDULE** hereunder written subject to existence of Force Majeure conditions and/or for any reasons beyond the control of the Vendor/Builder, in which case the time shall automatically stand extended by the period of existence of the Force Majeure or reason beyond the Vendor / Builder’s control and the Purchaser shall not be entitled to make or raise any claim whatsoever in this regard. As to whether any such circumstances exist, the decision of the Vendor/ Builder shall be final and binding and the Vendor/Builder shall not be obliged to assign any reason for claiming existence of such circumstances.
- 3.8 The Vendor/Builder shall be entitled to all future extension (including vertical or otherwise) of the Buildings and/or the Premises by way of additional/further construction or otherwise on any part of the Land comprised in the Premises and/or raising of any additional floor / storey / construction over the roofs of the Buildings and also shall at its absolute discretion be entitled to make from time to time additions or alterations to the Buildings and/or the Common Portions and shall be entitled to deal with and dispose of all of the above in any manner whatsoever. The Purchaser shall neither have any right therein nor shall be entitled to raise any objection, hindrance or claim in respect of the same and the Purchaser agrees to render the Vendor/Builder, as the case may be, all reasonable assistance necessary to apply for and/or obtain all sanctions, permissions, clearances and approvals for the additional floors / storeys in the Buildings or any of them within the Premises.

**4. Consideration**

- 4.1 The Purchaser agrees to pay to the Vendor/Builder, the Agreed Consideration for sale and transfer of the said Unit, as mentioned in **PART-I** of the **FIFTH SCHEDULE** hereto, in accordance with the Payment Schedule contained in **PART-II** of the said **FIFTH SCHEDULE** hereto. The Purchaser has confirmed to the Vendor/Builder that such Payment Schedule is convenient to the Purchaser and he agrees that time for payment shall be the essence of the contract.

**5. Additional Payments and Deposits**

- 5.1 The Purchaser shall also pay to the Vendor/Builder, the Additional Payments mentioned in **PART-I** and **PART-II** of the **SIXTH SCHEDULE** hereto.

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Vendor/Builder

.....  
Purchaser

- 5.2 The Purchaser shall also pay to the Vendor/Builder, the Mandatory Deposits/Advances/Extra costs mentioned in **PART-III** of the **SIXTH SCHEDULE** hereto.
- 5.3 The amounts of the Additional Payments and Mandatory Deposits / Advance / Extra Costs shall be paid by the Purchaser within 30 days of respective demands for the same or the date of Notice of Possession, whichever is earlier.
- 5.4 The Additional Payments and the Mandatory Deposits / Advance / Extra Costs are an integral part of the transaction and non-payment / delayed payment thereof shall also be an act of default on the part of the Purchaser and the Vendor/Builder shall become entitled to exercise the Rights on Purchaser's Default contained in the **NINTH SCHEDULE** hereto.

**6. Possession**

- 6.1 The said Flat shall be deemed to be ready for delivery of possession upon the same being completed internally and reasonable ingress to and egress from the said flat being provided along with temporary or permanent water, drainage, sewerage, electricity and lift facilities/connections. A certificate from the Architects regarding such completion shall be final and binding upon the Purchaser. Once the flat is so ready, the Vendor/Builder shall issue Notice of Possession to the Purchaser and call upon the Purchaser to take possession thereof of the aforesaid unit upon payment of all outstanding amounts to the Vendor/Builder. The interim Rules and Regulations for Management and Maintenance of the common areas and facilities of the said cluster in respect of all residents of the said cluster will be handed over during possession for due compliance thereof.
- 6.2 In the event of the Purchaser not making full payment of the Agreed Consideration, the Additional Payments and Mandatory Deposits / Advance / Extra Costs and/or not complying with any of his obligations and/or not taking possession of the said Unit within **a period of 30 days** from the date of the Notice of Possession under clause 6.1 above, the Purchaser shall be deemed to have committed default entitling the Vendor/Builder to the Rights on Purchaser's Default and the Purchaser shall further be liable to pay to the Vendor/Builder **interest @ 12% per annum** on all the amounts remaining due until realization.
- 6.3 With effect from the date of expiry of the period specified in the Notice of Possession, the Purchaser shall be deemed to have fully satisfied himself regarding the Plans, the constructions (including the quality, specifications and workmanship thereof), the Built-Up and Super Built-Up Areas, the quality of materials used, the structural stability and the completion of the Buildings, the Common Portions and the said Flat and shall not thereafter be entitled to raise any objection or make any claim regarding the same.
- 6.4 The Vendor/Builder make it clear to the Purchaser that the project will be developed in phases and the entire project may not at the same time be completed; to which the Purchaser shall have no objection. The Purchaser also agrees to the same and further agrees that the common facilities/ installations and amenities will accordingly also be made ready in phases and non completion of the whole project or all amenities/facilities/installations shall not be an excuse of the Purchaser to claim that the said Flat is not completed and ready for delivery of possession.

**7. Alienation**

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Vendor/Builder

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Purchaser

7.1 Until a Deed of Conveyance is executed and registered in favour of the Purchaser, the Purchaser shall not be entitled to mortgage, encumber, lease or otherwise dispose of, deal with or alienate the said Unit or any portion thereof and/or any right or benefit of the Purchaser in the said Unit and/or under this Agreement.

7.2 The Purchaser may however, enter into any agreement to nominate, assign or transfer the allotment of the said Unit only if all the following conditions are complied with:-

7.2.1 There has been no default whatsoever by or on behalf of the Purchaser in compliance with and/or performance of any of his covenants, undertakings and obligations under this Agreement or otherwise.

7.2.2 The Purchaser has made full payment of the Agreed Consideration, the Additional Payments and Mandatory Deposits / Advance / Extra Costs till then payable.

7.2.3 The Purchaser making payment to the Vendor/Builder, Transfer Charges/Nomination fees **equivalent to 5% (Five percent) plus taxes as applicable of the total transfer consideration** payable by the Assignee or Nominee as noted in the Nomination Agreement or the Agreed Consideration mentioned in the Fifth Schedule Part-I of the Sale Agreement signed between the Purchaser & the Vendor/Builder, whichever is higher. In case of assignment and/or nomination in favour of any of the Family Members of the Purchaser as defined in Clause A (xiv) hereinabove of the said Sale Agreement, the transfer charges/nomination fees shall be **Rs.25,000/- (Rupees Twenty Five Thousand only) plus taxes as applicable.**

7.2.4 Prior consent in writing is obtained from the Vendor/Builder of the proposed transfer / disposal / nomination or alienation of the said Unit or any part thereof.

**PROVIDED HOWEVER** that the Vendor/Builder shall in its absolute discretion be entitled to refuse consent to nomination / transfer / disposal, etc. of the said Unit to any person not being a Family Member of the Purchaser if the Purchaser intends to make such nomination / transfer / disposal, etc. within a period of 1 (one) year from the date of this Agreement, and any nomination / transfer / disposal made in contravention / violation of such refusal to give consent shall be *void ab initio*.

7.3 After completion of the execution and registration of the Deed of Conveyance in favour of the Purchaser, the Purchaser may mortgage, encumber, lease out or otherwise deal with or dispose of or assign or alienate the said Unit subject to the following conditions:

7.3.1 The said Unit shall be impartible, indivisible and held in one lot, and the same shall not and cannot be partitioned or dismembered in part or parts. In case of sale of the said Unit in favour of more than one buyer, the same shall be done in their favour jointly and in undivided shares.

7.3.2 The transfer of the said Unit by the Purchaser shall not be in any manner inconsistent with the terms of this Agreement and/or the Deed of Conveyance and the covenants contained herein and/or in the Deed of Conveyance shall be covenants which run with the Land and/or transfer. One of the conditions on which the said Unit is being sold to the Purchaser is that all of the person(s) to whom the Purchaser may transfer/alienate the said Unit shall be bound by the same terms, conditions, covenants, stipulations, undertakings and obligations as applicable to the Purchaser by law and/or by virtue of this Agreement and/or the Deed of Conveyance.

7.3.3 All dues including outstanding amounts, interest, Maintenance Charges, electricity charges, Govt. Authorities taxes and other taxes etc. relating to the said Unit payable to the Vendor/Builder, the Maintenance Agency, the

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Vendor/Builder

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Purchaser

Association and the Govt. Authorities are paid by the Purchaser in full prior to the proposed transfer/alienation. Such dues, if any, shall in any event, be and remain a primary charge on the said Unit.

7.4 In case of death of any Purchaser prior to the execution and registration of the Deed of Conveyance in his favour, his legal representatives shall be entitled to obtain the Deed of Conveyance in their favour subject to production of necessary documents of representation to title as may be required by the Vendor/Builder in this regard, including probate, letters of administration and succession certificate.

**8. Documents relating to Transfer**

8.1 This Agreement has been prepared by the Vendor/Builder’s Advocates and the Deed of Conveyance in respect of the said Unit shall also be prepared and finalised by the Vendor/Builder’s Advocates and the Purchaser agrees and undertakes to accept and execute such Deed of Conveyance without asking for any modification thereto.

8.2 The Purchaser agrees to sign and execute all other papers and documents that may be prepared and required by the Vendor/Builder through its Advocates in connection with and/or relating to the transfer of the said Unit.

8.3 The Purchaser shall, within 15 days of being required by the Vendor/Builder, as the case may be, execute, complete and deliver to the Vendor/Builder such executed documents, statements, declarations affidavits and authorities as be deemed reasonable by the Vendor/Builder’s Advocates relating to the transfer envisaged hereunder.

8.4 At any time after the completion of construction of the said Flat, The Vendor/Builder may call upon the Purchaser to execute the Deed of Conveyance and the Purchaser shall within 30 days of such notice comply with all his obligations (including making all payments) which are necessary for the execution and registration of the Deed of Conveyance.

8.5 The Vendor/Builder through their authorised signatory will execute the Deed of Conveyance and/or other papers and documents for transfer of the said Unit only upon all of the following conditions and obligations having been satisfied and/or complied with by the Purchaser:

8.5.1 The Agreed Consideration, the Additional Payments and Mandatory Deposits / Advance / Extra Costs are paid in full by the Purchaser;

8.5.2 The Purchaser is not in default in respect of any of his obligations;

8.5.3 All other amounts or dues payable by the Purchaser hereunder or in law in respect of the said Unit are paid in full by the Purchaser including Common Area Maintenance Charges, Common Expenses, electricity charges, Govt. authorities taxes and other taxes and levies and other outgoings;

8.5.4 The Purchaser deposits with the Vendor/Builder’s Advocates the estimated amount of stamp duty, registration fees and other connected miscellaneous expenses relating to the execution and registration of the Deed of Conveyance and/or requisite papers and documents; and

8.5.5 The Purchaser executes an undertaking and indemnity in favour of the Vendors and the Vendor/Builder in respect of the Purchaser's obligation to pay the additional/ further stamp duty, additional registration fees, other levies, interest and penalty, if any, relating to execution and registration of the Deed of Conveyance.

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Vendor/Builder

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Purchaser

8.6 The Purchaser shall always be at liberty to consult any other lawyer / advocate for any independent advice **Provided However** that such consultation for independent advice will not absolve the Purchaser of his liability to pay the legal fees to the Vendor/Builder’s Advocates as provided for in **PART-I** of the **SIXTH SCHEDULE** hereto.

**9. Rights**

9.1 The following rights are intended to be and shall be transferred in favour of the Purchaser at the time of completion of the sale and transfer of the said Unit:-

- 9.1.1 Title of the said self contained Flat to be constructed by the Vendor/Builder, as described in **PART-I** of the **SECOND SCHEDULE** hereunder written;
- 9.1.2 Right to park such number of medium sized road worthy light motor vehicle (car) or two-wheeler in the said Vehicle Parking Space and as described in **PART-II** of the **SECOND SCHEDULE** hereunder written and agreed to be sold and transferred to the Purchaser with the said Flat;
- 9.1.3 Right of common use and enjoyment only in respect of the Common Portions described in the **THIRD SCHEDULE** hereto in common with the other owners and/or occupiers of the other portions of the Vendor/Buildings subject to reasonable rules and restrictions imposed by the Vendor/Builder in that regard.

9.2 None of the following is intended to be transferred and shall not be transferred in favour of the Purchaser, and the Purchaser shall have no right title or interest whatsoever in respect of all or any of the following:

- 9.2.1 Common Portions (except the right of common use as mentioned in clause 9.1.3 hereinabove);
- 9.2.2 Open and covered spaces in the Buildings and the Premises not included in the Common Portions mentioned in the **THIRD SCHEDULE** hereto;
- 9.2.3 Other Flats, Units and Vehicle Parking Spaces in the Buildings and/or the Premises; and
- 9.2.4 The Vendor/Builder’s right of further construction on any part of the Land comprised in the Premises or raising of any additional floor / storey / construction over the roofs of the Buildings and/or the areas not included in the **THIRD SCHEDULE** hereunder written.
- 9.2.5 The ultimate roofs of the Buildings; save and except only for the purpose of access to common installations for repairs, renewals and maintenance.
- 9.2.6 The parts and portions of the Premises identified by the Vendor/Builder to be exclusively held, used and enjoyed by the owners and/or occupiers of the commercial areas in the Premises.

9.3 In respect of the Flats, Units, Vehicle Parking Spaces, other spaces, properties and rights which are not intended to be transferred to the Purchaser as aforesaid, the Vendor /Builder shall at all times be entitled to use, utilise, transfer, alienate, part with possession of, deal with or dispose of the same in any manner whatsoever on such terms and conditions as may be thought fit and proper by the Vendor/Builder in its absolute discretion, without any reference to the Purchaser. The Purchaser hereby consents to the same and undertakes not to raise any claim or create or cause to be created any obstruction or hindrance whatsoever regarding the same.

9.4 The proportionate share of the Purchaser in respect of any matter referred to under this Agreement shall be such as may be determined by the Vendor/Builder and the Purchaser agrees and undertakes to accept the same notwithstanding there being minor variations.

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Vendor/Builder

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Purchaser

- 9.5 The right of the Purchaser regarding the Said Undivided Share shall be variable depending on further/additional constructions and development, if any, that may be made by the Vendor/Builder from time to time in future and the Purchaser hereby consents to the same. Any such variation shall not affect the Agreed Consideration and no claim or objection can or shall be raised regarding the same by the Purchaser under any circumstance including in the event of reduction of the proportionate share of the Purchaser in the Land and the Common Portions.
- 9.6 The Vendor/Builder shall have the exclusive right and be entitled at all times to erect, install, display and maintain and/or to permit and/or grant rights to third parties against payment of consideration / charges to the Vendor/Builder, to erect, install, display and maintain hoardings, display-signs, neon-signs, lighted displays, etc. on the roofs of the Buildings and/or other areas in the Buildings and/or the Premises without being required to pay any charges for the same to the Unit Owners or the Association and neither the Unit Owners (including the Purchaser) nor the Association or any other entity shall be entitled to object to or hinder the same in any manner whatsoever or claim any charges or other amount. Any revenue that may be earned, whether one-time or recurring, from such hoardings, display signs, neon-signs, lighted displays, etc. shall accrue to the Vendor/Builder exclusively.
- 9.7 The Vendor/Builder and its men and agents and/or assigns shall have the exclusive right and be entitled at all times to install or set up and/or permit and/or grant rights to outside / third parties against payment of consideration / charges to the Vendor/Builder for installing and/or setting up communication towers or other installation of any other gadgets and/or instruments required for operation of mobile telephones, including V-SAT, dish and/or other antennas and other communications and satellite systems within the Premises or on the roofs of the Buildings and neither the Unit Owners (including the Purchaser) nor the Association or any other entity shall be entitled to object or to hinder the same in any manner whatsoever and any revenue that may be earned, whether one-time or recurring, there from, shall accrue to the Vendor/Builder exclusively.
- 9.8 The Purchaser shall not have any right or lien in respect of the said Unit till physical possession is made over to him after payment of all amounts due and payable by him.

**10. Maintenance and Enjoyment**

- 10.1 The Buildings and the Premises shall initially be managed and maintained by the Vendor/Builder or any Maintenance Agency appointed by the Vendor/Builder.
- 10.2 Within one year after registration of the Deeds of Conveyance of all the Units in the Buildings or at any time before such time, as the Vendor/Builder may in its sole discretion deem fit and proper, the Vendor/Builder will take steps for formation of the Association. Any association, syndicate, committee, body or society formed by any one or more of the Unit Owners without the prior written consent of the Vendor/Builder and shall not be recognized by the Vendor/Builder and shall not have any right to represent the Unit Owners or to raise any issue relating to the Buildings or the Premises. The maintenance of the Buildings shall only be made over to the Association by the Vendor/Builder/Maintenance Agency/Department and upon such making over, the Association shall be responsible for the maintenance of the Buildings and the Premises.
- 10.3 The employees of the Maintenance Agency/Department for the common purposes such as watchmen, security staff, caretaker, liftmen, sweepers, etc. shall be employed and/or absorbed in the employment of the Association with continuity of service on the same terms and conditions of employment, as subsisting with the Maintenance Agency and the

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Vendor/Builder

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Purchaser

Purchaser hereby consents to the same and shall not be entitled to raise any objection thereto.

- 10.4 All papers and documents relating to the formation of the Association shall be prepared and finalised through the Vendor/Builder’s Advocates and the Purchaser hereby consents to accept and sign the same.
- 10.5 The rules and regulations of the Association shall not be inconsistent and/or contrary to the provisions and/or covenants contained herein which provisions and covenants shall, in any event, have an overriding effect.
- 10.6 All costs, charges and expenses relating to the formation and functioning of the Association shall be borne and paid by all Unit Owners of the Buildings including the Purchaser herein.
- 10.7 The rights of the Vendor/Builder, the Maintenance Agency and the Association relating to certain matters are more fully specified in the **SEVENTH SCHEDULE** hereto and the same shall be binding on the Purchaser.
- 10.8 The Purchaser shall, after possession is made over to him, use and enjoy the said Unit in a manner not inconsistent with his rights hereunder and without committing any breach, default or creating any hindrance relating to the rights of any other Unit Owner, the Vendor/Builder.
- 10.9 The obligations and covenants of the Purchaser in respect of the use, maintenance and enjoyment of the said Unit, the Common Portions, the Buildings and the Premises including payment of Maintenance Charges, electricity charges, taxes of Govt. authorities and other taxes and outgoings are more fully specified in the **EIGHTH SCHEDULE** hereto and the same shall be binding on the Purchaser. It is expressly made clear that the risk in the said Flat and liability of the Purchaser to make payment of all costs, expenses and outgoings in respect of the said Unit including for Maintenance Charges, electricity charges, taxes of Govt. authorities and other taxes and outgoings shall commence from the 30<sup>th</sup> day of the date of Notice of Possession notwithstanding anything to the contrary contained in the **EIGHTH SCHEDULE** hereto or elsewhere in this Agreement. Such liability shall continue till the same is paid by the Purchaser or the Agreement / allotment is cancelled / terminated by the Vendor/Builder.

**11. Default**

- 11.1 Failure to make payment of any amount payable by the Purchaser under this Agreement on account of the Agreed Consideration and/or the Additional Payments and/or Mandatory Deposits / Advance / Extra Costs or otherwise within the specified time, or within 30 days of demand if no time is specified, shall amount to a default entitling the Vendor/Builder to exercise all or any of the Rights on Purchaser's Default.
- 11.2 Failure to perform or comply with any of the terms, conditions, covenants, undertakings, stipulations, restrictions, prohibitions and obligations of the Purchaser or any breach or default regarding any of them shall amount to a default on the part of the Purchaser and the Vendor/Builder shall be entitled to exercise all or any of the Rights on Purchaser's Default.
- 11.3 The Rights on Purchaser's Default are independent of each other and not alternative to each other and more than one of the said rights may be simultaneously exercised and/or enforced by the Vendor/Builder, as the case may be, either jointly or severally, regarding any default on the part of the Purchaser.

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Vendor/Builder

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Purchaser



- 11.4 In case of default by the Vendor/ Builder, the Purchaser shall be entitled to claim specific performance and for the Vendor / Builder’s default in handing over possession of the said Unit on the Date of Possession except:
  - (a) due to reasons of Force Majeure conditions; and/or
  - (b) for other reasons and circumstances beyond its control,

the Purchaser shall be entitled to claim compensation for such delay **at the rate of 12% per annum** on the amount of the Agreed Consideration till then paid calculated from the Date of Possession as extended by the amount of time claimed by the Vendor/ Builder on account of Force Majeure conditions and for reasons beyond its control till the date when the Notice of Possession is issued **PROVIDED HOWEVER** that such right of the Purchaser shall stand waived and the Purchaser shall not be entitled to claim any such damages if he has ever committed during the subsistence of Agreement a breach of the terms conditions and covenants on his part contained and which breach would have entitled the Vendor/Builder to cancel this Agreement but which has been waived by the Vendor/Builder (impliedly or expressly).

**12. Force Majeure**

- 12.1 In the event of any delay by the Vendor/Builder in fulfilling any of their obligations herein due to Force Majeure conditions or for reasons beyond the control or reasonable estimation of the Vendor/Builder, then and in that event the time for fulfillment of the relevant obligation shall stand suitably extended without any right to the Purchaser to claims damages or any other right against the Vendor/Builder. The Vendor/Builder shall not be liable to pay any interest or damages in case of delay, if any for such reasons.

**13. Miscellaneous**

- 13.1 The Project/Complex has been named "SHIVALAYA" and the same shall always be known by the said name or such other name, as may be fixed by the Vendor/Builder. The Purchaser and/or the Unit Owners and/or the Association shall not be entitled to change the said name under any circumstances whatsoever. The proposed sale shall be subject to this condition.
- 13.2 This Agreement records the finally agreed terms and conditions between the Vendor/Builder on the one part and the Purchaser on the other part and all previous oral or written assurances, representations, brochures, general terms and conditions, advertisements, correspondence and/or negotiations, if any, are and shall always be deemed to be superseded by this Agreement and the same shall be invalid and not binding and the same cannot be relied upon in any manner whatsoever. Any mutual modification or variation of any term or condition recorded in this Agreement shall be valid only if the same is made in writing by all the parties hereto.
- 13.3 The Vendor/Builder and the Purchaser have entered into this Agreement purely on principal to principal basis and nothing stated herein shall be deemed to constitute a partnership between the Vendor/Builder and the Purchaser or be construed as a joint venture between the Vendor/Builder and the Purchaser or constitute an Association of Persons. The transaction contemplated herein is for an ultimate sale and purchase of the said Unit and no form of service is hereby contemplated and the parties agree that neither is the Purchaser a Consumer nor the Vendor/Builder a Service Provider under the Consumer Protection Act. It is further hereby expressly intended and agreed by and between the parties hereto that nothing herein contained shall be construed to be a "Works Contract" and it is hereby further intended and agreed by and between the parties hereto that in the event the Vendor/Builder being liable to make payment of any GST, or any other statutory tax or duty or levy in respect of this Agreement or the transaction

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Vendor/Builder

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Purchaser

contemplated hereby, the Purchaser shall be liable and agrees to make payment of the same at or before taking possession of the said Unit.

- 13.4 Non-enforcement of any right by the Vendor/Builder or any indulgence granted by the Vendor/Builder to the Purchaser or any other Unit Owner shall not amount to waiver of any of the rights of the Vendor/Builder.
- 13.5 In respect of any of the rights or obligations of the Vendor/ Builder as against or towards the Purchaser, it shall be sufficient if the Vendor/Builder takes any steps and/or issue notices regarding the same.
- 13.6 The Purchaser shall have no connection whatsoever with the other Unit Owners and there shall be no privity of contract or any agreement or arrangement as amongst the Purchaser and the other Unit Owners (either express or implied) and the Purchaser shall be responsible to the Vendor/Builder for fulfillment of the Purchaser’s obligations irrespective of non-compliance by any other Unit Owner.
- 13.7 If the Purchaser is not a resident of India, then it shall be his sole obligation and liability to comply with the provisions of all applicable laws including Foreign Exchange Management Act, 1999 (FEMA) and all other necessary requirements, rules, regulations, guidelines, etc. of the government or any other authority from time to time, including those pertaining to remittance of payment for acquisition of immovable properties in India. The Purchaser shall also furnish the required declaration / documents to the Vendor/Builder in the prescribed format, if necessary. All refunds to Non-Resident Indians (NRI) and foreign citizens of Indian origin, shall however, be made in Indian Rupees.
- 13.8 The Vendor/Builder may develop the entire Project with the loan assistance of a third party to whom they may mortgage the entire property towards security for loans and hence the rights created herein will be subject to the prior mortgage / charge of such third party, which shall be discharged only after the dues of such party is cleared and written permission of such party to this effect is obtained.
- 13.9 All taxes including GST duties, levies, surcharges, charges or fees (whether existing at present or that may be imposed or enhanced in future) under any statute rule or regulation in respect of the Premises, the Buildings and/or the said Unit or the maintenance thereof or the transfer of the said Unit, shall be borne and paid by the Purchaser proportionately or wholly as the case may be, without raising any objection thereto, within 30 days of demand being made by the Builder / Vendor, as the case may be, and the Vendor/Builder shall not be liable for the same.
- 13.10 The Purchaser shall be responsible for and shall keep the Vendor/Builder, the Maintenance Agency and/or the Association saved harmless and indemnified of from and against all damages costs claims demands charges expenses and proceedings occasioned relating to the Premises or any part of the Buildings or to any person due to any negligence or any act deed thing or omission made done or occasioned by the Purchaser and shall keep the Vendor/Builder indemnified of from and against all actions claims proceedings costs expenses and demands made against or suffered by the Vendors and the Vendor/Builder as a result of any act, omission or negligence of the Purchaser or the servants agents licensees invitees or visitors of the Purchaser and/or any breach or non-observance by the Purchaser of the Purchaser’s covenants and/or any of the terms herein contained.
- 13.11 In no circumstances interest shall be payable by the Vendor/Builder on any payment or deposit received by them under this Agreement or in pursuance hereof whether by way

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Vendor/Builder

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Purchaser

of Agreed Consideration, Additional Payments, Mandatory Deposits / Advance / Extra Costs and/or otherwise.

13.12 This Agreement has been prepared in duplicate. The original of this Agreement has been made over to the Purchaser and it shall be the obligation and responsibility of the Purchaser to make payment of the appropriate stamp duty and registration charges payable in respect thereof and upon notice being received, the Vendor/Builder shall remain present to admit the execution thereof. The Purchaser hereby indemnifies and agrees to keep saved harmless and indemnified the Vendor/ Builder of from and against all costs charges claims liabilities, obligations, actions, penalty, suits and proceedings whatsoever in the event of any claim, liability or obligation against the Vendor/Builder relating to stamp duty and/or registration charges.

**14. Notices**

14.1 All notices shall be sent by registered post/speed post with acknowledgment due / courier service at the last notified address of the addressee and shall be deemed to be served on the fourth day after the date of dispatch.

14.2 All notices sent to the Purchaser through e-mail at his e-mail address, if any disclosed at the time of making application, without prejudice to any other mode of services as afore stated in clause 14.1, shall also be deemed to have been duly served on the Purchaser on 1 day after it is sent.

**15. Arbitration**

15.1 Any dispute or difference amongst or between the Vendor/Builder on the one part and the Purchaser on the other part arising out of and/or relating to and/or connected with the said Unit and/or this Agreement or any term or condition herein contained and/or relating to interpretation thereof, shall be referred to the arbitration of a Sole Arbitrator to be appointed by the Vendor/Builder. If the Arbitrator ceases to hold office for any reason whatsoever, any further appointment of an Arbitrator that may be necessary shall also be made by the Vendor/Builder. The arbitration shall be held in Kolkata. The parties agree that the Sole Arbitrator shall have summary powers and may make interim orders and Awards and/or non-speaking Awards, whether interim or final. The Award/Awards made by the Arbitrator shall be final and the parties agree to be bound by the same. Subject to the above, the arbitration shall be in accordance with the Arbitration and Conciliation Act, 1996, as amended from time to time.

**16. Jurisdiction**

16.1 Courts at Kolkata alone shall have exclusive jurisdiction in respect of all matters arising out of this Agreement to the exclusion of all other Courts.

**THE FIRST SCHEDULE ABOVE REFERRED TO:**  
**(Description of the Premises)**

All That piece and percel of 'Bastu' land, measuring about 2 (Two) Cottahs 8 (Eight) Chittacks, together with a residential complex, namely, "SHIVALAYA" containing one stand alone Buildings/ Blocks constructing thereon, situated at and /or comprised in R.S. Dag No. 122 & 124, under R.S. Khatian Nos. 113, within Mouza - Noapara, J.L. No- 9, Police Station - Baranagar, District - North 24 Parganas, butted and bounded as follows:-

- ON THE NORTH : 16ft Wide Municipal Road.
- ON THE SOUTH : 12ft Wide Municipal Road and House of Sri Haripada Acharya
- ON THE EAST : 12ft Wide Municipal Road..

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Vendor/Builder

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Purchaser

ON THE WEST : House of Smt. Jharna Kanjilal.

**THE SECOND SCHEDULE ABOVE REFERRED TO:**

**PART-I**

**(Description of the said Flat)**

**ALL THAT** the residential **Flat No.** \_\_\_\_\_ containing Carpet area of \_\_\_\_\_ **square feet, (\_\_\_\_\_ sqm),** super built up area of \_\_\_\_\_ **square feet, (\_\_\_\_\_ sqm)** having **Built up Area \_\_\_\_\_ Sq. Ft. (\_\_\_\_\_ sqm)** be the same a little more or less, on the \_\_\_\_\_ **floor** of **Building** of “**shivalaya**” at the Premises more particularly described in the **First Schedule** above written and delineated in the shown in the Plan or Map in colour Red annexed herewith being the part and parcel of this Agreement.

**PART-II**

**(Description of the said Vehicle Parking Space)**

**ALL THAT** the right to use and park one Four Wheeler Car in **open Car Parking Space** with Flat at the Premises more particularly described in the **First Schedule** above written.

**THE THIRD SCHEDULE ABOVE REFERRED TO:**

**(Description of the Common Portions)**

- A. Common areas and installations in respect whereof only the right of user in common shall be granted to the Purchaser:
1. Land on which the building is located and all easement rights and appurtenances belonging to the said land and building.
  2. Staircase on all the floors and roof.
  3. Staircase landing and lift landings on all floors.
  4. Common passage and lobby on the ground floor for garage space area if any.
  5. Water pump, water tank, water pipes and other common plumbing installations.
  6. Electrical Substation/Transformer, electrical writing meter room, generator room and fittings (excluding those as, are installed for any particular unit).
  7. Water and sewerage evacuation pipes from the units to drains and sewers common to the building (s).
  8. Drainage, sewers and pipes.
  9. Boundary walls and main gates.
  10. Ventilation duct.
  11. Community Hall, Children's' Play Area, Toilet for Driver/Security (subject to Sanction).
  12. Security Check post at the entries.
  15. Sit out area at terrace
- A. The Purchaser agrees and acknowledges that no right of access or use will be permitted to the Purchaser, his men, agents or representatives in respect of such of the above Common Portions which are not considered suitable and/or necessary for such access/use by the Vendor/Builder including those areas and/or spaces in the Premises which have been earmarked by the Vendor/Builder exclusively for commercial use.
- B. Common installations and/or facilities for which proportionate additional costs are to be paid by the Purchaser:
- (i) Electrical installations including meters, transformer and/or sub-station that may be installed for receiving electricity from the body supplying electricity.

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Vendor/Builder

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Purchaser

- (ii) Common lifts, pumps and other common services as also minimum reasonable power for use within the Flats.
- (iii) Integrated Communication facilities.
- (iv) Cable TV provision / connectivity.
- (v) Other facilities or installations, if any, provided for the common use of the Unit Owners of the Premises and not covered by Section - A above.

**THE FOURTH SCHEDULE ABOVE REFERRED TO:**  
**(Specifications of construction as recommended by the Architect)**

FOUNDATION	-	RCC structure along with anti terminate treatment;
STRUCTURE	-	RCC framed structure;
EXTERIOR WALL INTERIOR WALL	-	To be finished with suitable paint; Brickwork (as per plan) with POP/Putty finish;
FLOORING	-	Vitrified Tiles in the drawing & dining room, Bedrooms, Verandah/Balcony and in other areas.
LOBBY	-	Elegant lobby with Kota Stone/Marble / Ceramic Tiles;
STAIRCASE	-	Spacious staircase with Kota Stone/ Marble/Tiles
KITCHEN	-	Ceramic tiles on floor & up to 2'-0" height over Black Stone Platform; black Stone on cooking platform; Stainless steel sink;
TOILET	-	Anti Skied Ceramic tiles on floor and wall tiles upto Door height on the walls; Basin and commode;
ELECTRICAL	-	<p>Concealed copper wiring with modular switches of reputed brand.</p> <p><b>(a) <u>LIVING/DINING</u> :</b> Two light points, one fan point, one cable T.V. and Telephone point and one 5 amp plug point and one calling bell point</p> <p><b>(b) <u>BED ROOMS</u> :</b> Two light point, one fan point and one 5 amp plug point, one A/C point in any bed room.</p> <p><b>(c) <u>KITCHEN</u> :</b> One light point, one exhaust/chimney point and one 15 Amp plug point &amp; one 5 Amp plug point.</p> <p><b>(d) <u>TOILET</u> :</b> Electric points – Light Point, Exhaust Fan point and Geyser point (in One bathroom).</p> <p><b>(e) <u>W.C.</u> :</b> One light point and one exhaust point.</p> <p><b><u>COMMON LIGHTING:</u></b></p> <ul style="list-style-type: none"> <li>• Overhead illumination for compound and street lighting</li> <li>• Necessary illumination in all lobbies, staircases and common areas.</li> </ul>
DOOR & WINDOWS	-	<p>Polish Designer/Laminated flush main door with wooden frame having mortise lock of reputed make, reputed make flush door with wooden frame in all rooms.</p> <p>Windows – Aluminium Sliding windows with clear glass glazing and PVC Door in bath room;</p>
HARDWARE	-	Hardware fittings of reputed make;

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Vendor/Builder

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Purchaser

LIFT	-	4 passenger with reputed make
WATER SUPPLY	-	Deep Tube well;
Water treatment Plant (WTP), (If installed)		*** <i>(Additional Cost)</i> ;

II. In connection with the specifications mentioned above, the Purchaser should note that the specifications of the materials used in the construction of and the fixtures fittings, installations and equipments installed in the Unit is subject to the following qualifications (where applicable):

1. There may be tonal differences in vitrified and ceramic tiles while manufacturing of different lots.
2. The layout / location of TV and electrical / power points is subject to Architects' sole discretion and final design.
3. The brand and model of all the materials / equipments supplied are subject to their availabilities and the Vendor/Builder shall have the sole discretion to substitute the materials / equipments to a comparable one that is available in the market.

**THE FIFTH SCHEDULE ABOVE REFERRED TO:**

**PART-I**  
**(Agreed Consideration)**

(a)	Consideration for the Undivided Share and for construction and completion of the said Flat including right to use one Four Wheeler Car Parking Space	Rs _____ /-
	<b>TOTAL (A) :</b>	<b>Rs. _____ /-</b>

**[Rupees \_\_\_\_\_ Only]**

Note: GST, as applicable, will be payable in addition to the above.

**PART-II**  
**(Payment Schedule)**

- (a) The Agreed Consideration as mentioned in **PART-I** above is to be paid by the Purchaser to the Vendor/Builder in the following manner:

SL. NO.	Payment Schedule	%	Amount (Rs.)
<b>1</b>	On Application		
<b>2</b>	On Allotment (Less Application Amount)	10%	
<b>3</b>	On Execution of Agreement For Sale	10%	
<b>4</b>	On Completion of Foundation	10%	
<b>5</b>	On Completion of Ground Floor Roof Casting	10%	
<b>6</b>	On Completion of 1st Floor Roof Casting	10%	
<b>7</b>	On Completion of 2nd Floor Roof Casting	10%	
<b>8</b>	On Completion of 3rd Floor Roof Casting	10%	
<b>9</b>	On Completion of 4th Floor Roof Casting	10%	
<b>10</b>	On Completion of Brick work of the Unit	15%	
<b>11</b>	On Completion and Possession of the Building	5%	

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Vendor/Builder

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Purchaser

**TOTAL(Rs.)**

**PART-III**  
**(Estimated date of delivery of possession)**

The estimated date of making of the said Flat ready for the purpose of delivery of possession is within 27-10-2019 with a grace period of 6(Six) months. The above shall always be subject to Force Majeure conditions and other provisions as continued in this Agreement. It is clarified that the whole project/all amenities/ installations may not be ready by such time, the project being undertaken in phases.

**THE SIXTH SCHEDULE ABOVE REFERRED TO:**  
**(Additional Payments)**  
**PART-I**

**A. Additional Payments payable wholly by the Purchaser:-**

- (i) GST, Betterment Fees, and/or other development charges and any other tax, duty, levy or charge that may be applicable, imposed or charged, if any, in connection with the construction, sale or transfer of the said Unit in favour of the Purchaser. GST, and other taxes if any will be deducted / adjusted from all amounts already paid by the Purchaser at or before signing of this Agreement in respect of the said Unit which shall be treated as gross of tax. Amount paid (exclusive of GST) will thus be correspondingly reduced and shall be made good by the Purchaser.
- (ii) Stamp duty, registration fee and all other taxes, levy, miscellaneous and other allied expenses relating to this Agreement, the Deed of Conveyance and all other papers and documents that may be executed and/or registered relating to the said Unit as also the additional stamp duty, additional registration fee, penalty, interest or any other levy, if any, that may be imposed or payable in this regard at any time.
- (iii) Charges levied by the Vendor/Builder for any additional or extra work done or any additional amenity or facility provided including WTP or any changes, additions, alterations or variation made in the said Flat including the costs, charges and expenses for revision of the Plans to the extent it relates to such changes, additions, alterations or variation.
- (iv) Agreed legal fees payable to the Vendor/ Builder's Advocates is **1 (One) %** of the Total Consideration/-. GST, if any as applicable, will be payable in addition to the above.

**B. Other payments payable by the Purchaser:**

- (i) Before taking possession of the said Flat, the Purchaser shall pay the proportionate share of costs charges and expenses for:
  - (a) Betterment and/or development charges or other levies that may be charged regarding the Premises or the Buildings or the construction in terms hereof.
  - (b) Making any changes, additions, alterations or variation in the Buildings and/or providing any additional or special provision, facility, fitting or amenity in the Buildings and/or the Premises, including the costs, charges and expenses for revision of the Plans to the extent it relates to such changes, additions, alterations or variation.

**PART-II**  
**(Additional Consideration)**

Additional consideration payable by the Purchaser to the Vendor/Builder in case there be any increase in total Built-up Area and/or Super Built-up Area of the said Flat upon completion of construction of the Buildings and the measurement being certified by the Vendor/Builder /

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Vendor/Builder

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Purchaser

Architects. Such additional consideration shall be calculated at the same rate at which the Agreed Consideration has been computed. However, if there be any reduction in the total Salable Built-up Area of the said Flat, then the differential consideration amount (calculated at the same rate of the Agreed Consideration) shall be adjustable / refundable by the Vendor/Builder, as the case may be, to the Purchaser. In any case, the Additional Payments, wherever the same is liable to paid by the Purchaser on Salable Built-up Area basis, shall also stand increased / decreased proportionately.

**PART-III**  
**(For Mandatory Deposits/ Advances/ Extra Costs)**

**(DEPOSITS & EXTRA CHARGES)**

<b>A.</b>	<b>EXTRA CHARGES</b>	
1	Generator	On actual cost.
2	Electricity Expenses	Rs. 10,000/-
3	Legal Charges	1% of the Total price
4	Formation of Association and Vendor/Builders Service Charges ( <i>As applicable on actual</i> )	
5	Stamp Duty and Registration Fee	At Applicable rate on the Agreement value.
6	Maintenance Expenses	Rs. 1/- per sq ft for 1 years
7	Cost for installation CC TV.	As Applicable on actual cost.
<b>B</b>	<b>DEPOSITS</b>	
1	Electricity Deposit (personal Electric Meter)	At Actual
2	Maintenance Corpus Deposit	Rs. 40 per sq. ft. of the Salable Area.
	Note : GST as applicable	

Note: GST as applicable, will be payable in addition to the above.

The Purchaser agrees and undertakes to pay the amounts of mandatory deposits and advances within **30 (thirty) days of issuance of Notice of Possession**, without raising any objection whatsoever regarding the same. In case of default in making payment of any of the amount as aforesaid within the specified time, the Purchaser will be liable to pay an **interest @ 12% per annum** on the aforesaid amount due till realisation.

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Vendor/Builder

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Purchaser



**THE SEVENTH SCHEDULE ABOVE REFERRED TO:**  
**(Further Rights of Vendors / Builder / Maintenance Agency / Association)**

1. Apportionment of any liability of the Purchaser in respect of any expenses, taxes, dues, levies or outgoings payable by the Purchaser pursuant to this Agreement or otherwise shall be done by the Vendor/Builder whose decision shall be final and binding on the Purchaser.
2. The Maintenance Charges shall be payable by the Purchaser with effect from the 30<sup>th</sup> day of Notice of Possession (**Deemed date of Possession**) as fixed by the Vendor/Builder / Maintenance Agency and shall be payable periodically. Provided That until all payments due under this Agreement are made by the Purchaser, no right of whatsoever nature shall accrue in favour of the Purchaser to obtain possession of the said Flat.
3. The Vendor/Builder / Maintenance Agency / Association shall be entitled to revise and increase the Maintenance Charges from time to time and the Purchaser shall not be entitled to object thereto.
4. The Vendor /Builder / Maintenance Agency / Association shall be entitled to withdraw, withhold, disconnect or stop all services, facilities and utilities to the Purchaser and/or the said Unit including water supply, electricity, generator, use of Community Hall, integrated communication, cable TV, lift, etc., in case of default in timely payment of the periodical Maintenance Charges, Electricity / Generator Charges, Govt. Taxes , Common Expenses, Community Hall subscription and/or other payments by the Purchaser after giving 30 days notice in writing and further to **an interest @ 12% per annum** on the amount so due till realisation.
5. The Maintenance Agency / Association shall have the first charge and/or lien over the said Unit in respect of the unpaid amounts of Maintenance Charges, Electricity Charges, Govt. taxes, Common Expenses and/or other payments as also interest thereon and there shall be restriction on transfer of the said Unit till such payments are made in full. The Maintenance Agency / Association shall be entitled to recover such amounts together with interest accrued thereon by sale, transfer, lease, tenancy, etc. of the said Unit.

**THE EIGHTH SCHEDULE ABOVE REFERRED TO:**  
**(Purchaser's Further Covenants)**

1. On and from the Notice of Possession, the Purchaser agrees undertakes and covenants to:
  - a) comply with and observe the rules, regulations and bye-laws framed by the Vendor/Builder /Maintenance Agency/Association from time to time;
  - b) permit the Vendor/Builder, Maintenance Agency and Association and their respective men agents and workmen to enter into the said Flat for the Common Purposes of the Project;
  - c) deposit the amounts for various purposes as may be required by the Vendor/Builder / Maintenance Agency or the Association and use the Common Portions without causing any hindrance or obstruction to other Unit Owners and occupants of the Buildings; not to stack/keep/litter the common passages/lobby/staircase/landings/fire refuse with personal belongings of any kind.
  - d) keep the said Flat and party walls, sewers, drains pipes, cables, wires, entrance and main entrance serving any other Flat in the Buildings and/or in the Premises in good and substantial repair and condition so as to support shelter and protect and keep habitable the other Flats /parts of the Buildings;
  - e) in particular and without prejudice to the generality of the foregoing, not to make any form of alteration in or cut or damage the beams and columns passing through the said Flat or the Common Portions for the purpose of fixing, changing or repairing the concealed wiring and pipelines or otherwise;
  - f) use and enjoy the Common Portions only to the extent required for ingress to and egress from the said Flat of men materials and utilities;
  - g) sign and deliver to the Vendor/Builder all papers applications and documents for obtaining separate electricity meter or electricity connection for and in respect of the

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 Vendor/Builder

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 Purchaser

said Flat from the service provider in the name of the Purchaser and until the same is obtained, the Vendor/Builder may provide or cause to be provided reasonable quantum of electricity to be drawn by the Purchaser at his cost upon installation of electricity sub-meter in or for the said Flat and the Purchaser shall pay all charges for electricity on the basis of reading of such sub-meter and as billed by the Vendor/Builder;

- h) bear and pay the Common Expenses and other outgoings in respect of the Premises proportionately, and the said Unit wholly;
- i) pay Govt. Taxes and all other rates taxes levies duties charges and impositions outgoings and expenses in respect of the Buildings and the Premises proportionately, and the said Unit wholly, and to pay proportionate share of such rates and taxes payable in respect of the said Unit until the same is assessed separately by the concerned Authorities;
- j) pay monthly common area maintenance charges for the maintenance of the Buildings, open areas, common areas, paths, passages and the Premises as a whole, at such rate as may be quantified by the Vendor/Builder at the appropriate time;
- k) pay the monthly subscription for using the Community Hall by the Purchaser and his family members at such rate as may be quantified by the Vendor/Builder at the appropriate time;
- l) pay for generator, integrated communication facilities, cable TV and other utilities consumed in or relating to the said Unit;
- m) allow the other Unit Owners the right of easements and/or quasi-easements;
- n) regularly and punctually make payment of the Common Expenses, Maintenance Charges, Generator/ Electricity Charges, Govt. Taxes and other payments mentioned herein within seven days of receipt of demand or relevant bill, whichever be earlier;
- o) observe and comply with such other covenants as be deemed reasonable by the Vendor/Builder for the Common Purposes;
- p) not to use the said Flat or permit the same to be used for any purpose other than a private dwelling place of families;
- q) not to do or suffer any thing to be done in or about for the said Flat which may cause or tend to cause or tantamount to cause any damages to the floors or ceiling of the said Flat or in any manner interfere with the use and enjoyment thereof or of any open spaces, passages or amenities available for common use;
- r) not to demolish or cause to be demolished the said Flat or any part thereof at any time or any part of the said Buildings or the fittings and fixtures thereof;
- s) not to make in the said Flat any structural alterations of a permanent nature except with the prior approval in writing of the Vendor/Builder and all other concerned or statutory authorities;
- t) not to carry out or permit to be carried out any illegal or immoral or hazardous activities in the said Flat;
- u) not to store or keep any hazardous or dangerous or combustible or exceptionally heavy materials or things in the said Flat or to hang from or attach to the rafters or beams any heavy materials which may damage or endanger the structural stability of the Buildings;
- v) not to put any nameplate or letter box or neon-sign or board in the Common Portions or on the outside wall of the Buildings save at the place as be approved or provided by the Vendor/Builder Provided However that nothing contained herein shall prevent the Purchaser from putting a decent nameplate on the outer face of the main door of the said Flat;
- w) not to open out any additional window or fix any grill box or grill or ledge or cover or any other apparatus protruding outside the exterior of the said Flat or any portion thereof;
- x) not to install or fix air-conditioners, dish antennas or other apparatus on the exterior walls of the Vendor/Buildings, save at places specified / fixed and in a manner as indicated by the Vendor/Builder;

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Vendor/Builder

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Purchaser

- y) not to do or permit to be done any act deed or thing which may render void or voidable any policy of Insurance of any Flat or any part of the Buildings or the Premises or may cause any increase in the premium payable in respect thereof;
- z) not to decorate the exterior of the Buildings otherwise than in the manner agreed by the Vendor/Builder/Maintenance Agency/Association in writing or in the manner as nearly as may be in which it was previously decorated;
- aa) not to store or permit any one to store any goods or things and neither to deposit or throw or permit to be deposited or thrown any garbage, dirt, rubbish or refuse or waste in or around the staircase, lobby, landings, lifts, passages or in any other common areas or installations of the Buildings;
- bb) not to commit or permit to be committed any alteration or changes in pipes, conduits, cables and other fixtures and fittings serving the other Flats in the Buildings;
- cc) not to claim any right over and/or in respect of any open land at the Premises or in any other open or covered areas of the Buildings and the Premises reserved or intended to be reserved by the Vendor/Builder for their own exclusive use and enjoyment and not meant to be a common area or portion and not to obstruct any development or further development or additional construction which may be made from time to time by the Vendor/Builder thereat or on any part thereof;
- dd) not to claim partition or sub-division of the Land comprised in the Premises underneath the Buildings and/or the Common Portions towards its Proportionate Undivided Share attributable to the said Flat or any part thereof nor to do any act or deed, whereby the rights of the Vendor/Builder and/or the rights of the purchaser of other Flats in the Buildings is/are affected or prejudiced in any manner whatsoever nor to do any act or deed, which may cause obstruction and/or hindrance in the construction of the said Buildings;
- ee) not to partition the said Flat by metes and bounds;
- ff) not to shift or obstruct any windows or lights in the said Flat or the Buildings;
- gg) not to permit any new window light opening doorway path passage drain or other encroachment or easement to be made or acquired in against out of or upon the said Flat without the prior consent in writing of the Vendor/Builder and/or the Association;
- hh) not to park or allow anyone to park any car, two-wheeler or other vehicles at any place other than the space earmarked for parking car(s) or two wheeler(s) of the Purchaser, if any, mentioned in **PART-II** of the **SECOND SCHEDULE** hereto; and
- ii) not to let out or part with possession of the Said Vehicle Parking Space, if so agreed to be acquired by the Purchaser hereunder, independent of the said Flat and to use the same only for the purpose of parking of a medium size motor car or two-wheeler, as the case may be.
- jj) not to let out the said Unit or any part thereof without obtaining prior written permission of the Vendor/Builder and making payment of all sums or amounts then due and payable by the Purchaser in respect of the said Unit.
- kk) not to park any car or two-wheeler in the Premises if the Purchaser has not been allotted any Vehicle Parking Space and to park only one car or two wheeler in one Vehicle Parking Space and not more than one, even if there be space for more than one in the Vehicle Parking Space.

2. The Purchaser agrees, undertakes and covenants not to make or cause any objection, interruption, interference, hindrance, obstruction or impediment for any reason or in any manner whatsoever relating to the Project or the construction and completion of the Buildings by the Vendor/Builder including any further constructions, additions or alterations that may be made from time to time.

3. The Purchaser agrees, undertakes and covenants not to question the computation of the Salable Built-up Area of the said Flat mentioned in the **SECOND SCHEDULE**

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Vendor/Builder

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Purchaser

hereinabove and not to claim or demand details or calculations of the same under any circumstances whatsoever.

4. Notwithstanding anything to the contrary contained elsewhere in this Agreement, the Purchaser shall become liable, with effect from the date of expiry of the period of Notice of Possession, to pay Common Expenses, Maintenance Charges, taxes of Govt. authorities, common electricity charges, and other payments etc. including those mentioned in sub-paragraphs 1(c), (i), (j), (k), (l) and (o) of this Schedule as also a **fine /guarding charge of Rs.5,000/- per month** (the guarding charge is payable, till the time the Purchaser being otherwise entitled, takes possession of the said Unit). It is however clarified that payment of the aforesaid amounts shall not entitle the Purchaser to any rights of whatsoever nature in respect of the said Unit until the Agreed Consideration, Additional Payments, Mandatory Deposits/Advances/Extra costs and other payments due under this Agreement are paid in full by the Purchaser.
6. That if the purchaser intends to purchase parking place for four or two wheeler from Vendor/Builder that will be depend on the availability of the parking space.
7. That the Purchaser shall not be entitled to raise any objection to use the passage of the said First Schedule property to the owners / occupiers of the neighbouring plots.
8. If the Vendor/Builder make construction in future on the adjoining plots of the first schedule property in that event the said construction on the said adjoining plots also will be treated as part of this project and the purchaser not entitled to raise any objection in that event.
9. That the completion certificate of the construction work of the said project will be obtained phase wise on completion of the each block/building and according the Vendor / Builder shall be entitled to handover possession of the respective flats of the said completed building to the purchasers.

**THE NINTH SCHEDULE ABOVE REFERRED TO:**  
**(Rights on Purchaser's Default)**

- a) In case of default/delay in making payment of any amount payable under this Agreement (including in particular the Fifth, Sixth and Eighth Schedules hereto) or otherwise by the Purchaser to the Vendor /Builder within **30** days of the demand being raised, interest shall be payable by the Purchaser at the agreed **rate of 12% (Twelve)** percent per annum from the due date till the date of payment. If such default/delay continues beyond 45 days, the Vendor/Builder shall reserve the right to cancel the agreement and forfeit an amount equivalent to **5% of the agreed consideration** together with interest paid or due and taxes paid or due as on date of cancellation subject to minimum of **Rs.75,000/- (Rupees Seventy Five Thousand) only.**
- b) In case of there being a failure, refusal, neglect, breach or default on the part of the Purchaser to perform or comply with any of the terms conditions covenants undertakings stipulations restrictions prohibitions and/or obligations in respect of the said Flat / said Unit, then the Vendor/Builder shall be entitled to issue a notice to the Purchaser calling upon the Purchaser to rectify and/or make good or set right the failure neglect refusal breach or default within one month from the date of the said notice. If the Purchaser does not comply with the said notice to the satisfaction of the Vendor/Builder, then the Purchaser shall be liable to pay to the Vendor/Builder, compensation and/or damages that may be quantified by the Vendor/Builder.

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Vendor/Builder

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Purchaser

- c) In the event of any charges for any reason whatsoever being debited to the Bank Account of the Vendor/Builder for any cheque for any amount issued by the Purchaser, the Purchaser agrees to pay / reimburse to the Vendor/Builder, such bank charges. The Purchaser further undertakes that in case of return of any cheques being dishonoured, the Purchaser shall be liable to make payment of the amount of such dishonoured cheque with interest thereon. This shall be without prejudice to the other legal rights of the Vendor/Builder under law (including under the Negotiable Instruments Act, 1881) as also the other rights of the Vendor/Builder under this Agreement.
- d) In case of default in payment of any amount payable hereunder or otherwise for more than 2 (two) months after the due date thereof, and/or in case of the Purchaser not rectifying or making good any default breach, failure, refusal or neglect within 2 (two) months from the date of issue of the Notice mentioned above, then in that event the Vendor/Builder shall be entitled to cancel / terminate the Agreement / allotment.
- e) If the Purchaser in any manner delays execution of the Deed of Conveyance beyond 30 (thirty) days from the date of notice by the Vendor/Builder, the Purchaser shall be liable to pay a **penalty of Rs.5,000/- (Rupees Five Thousand only) per month plus applicable taxes** for the period of such delay. Such liability shall be in addition to and without prejudice to the other liabilities of the Purchaser as also the other rights of the Vendor/Builder, under other provisions of this Agreement. If such delay continues for 6 (six) months or more, then in that event the Vendor/Builder shall be entitled to cancel / terminate the Agreement / allotment.
- f) In case of cancellation/termination of the Agreement / allotment under any provision of this Agreement, without prejudice to the other rights which the Vendor/Builder may have against the Purchaser, the Vendor/Builder shall be entitled to deduct and retain a sum equivalent to **5%** of the agreed consideration together with interest paid or due and taxes paid or due as on date subject to a **minimum of Rs.75,000/- (Rupees Seventy Five Thousand only)**, as pre-determined and agreed liquidated damages for cancellation of the Agreement / allotment and the remaining sum received by the Vendor/Builder from the Purchaser towards the Agreed Consideration shall be refunded to the Purchaser. Such balance amount shall be refunded without interest upon the sale of the said Unit by the Vendor/Builder to a new purchaser or the completion of the Buildings, whichever is earlier.
- g) Upon cancellation / termination of the Agreement / Allotment being made by the Vendor/Builder, all rights and/or claims of the Purchaser, if any, against the Vendors and the Vendor/Builder, the said Unit, the Buildings and/or the Premises shall stand extinguished and the Vendor/ Builder shall be forthwith entitled to transfer, deal with and dispose of in any manner the said Unit to any person on such terms and conditions as may be deemed fit and proper by the Vendor/ Builder without making any reference to the Purchaser and the Purchaser shall not be entitled to make or raise any objection, hindrance or claim regarding the same.
- h) If any act or omission of the Purchaser results in any interruption interference hindrance obstruction impediment or delay in the Project or the construction of the Buildings or any portion thereof including further constructions additions and/or alterations from time to time and /or in the transfer sale or disposal of any Flat or portion of the Buildings, then in that event the Purchaser shall also be liable to pay to the Vendor/Builder compensation and/or damages that may be quantified by the Vendor/Builder.
- i) Besides the aforesaid rights, the Vendor/ Builder shall also be entitled to any other right to which the Vendor/Builder may be entitled to in law or equity by reason of any default or breach on the part of the Purchaser.

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Vendor/Builder

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Purchaser

**THE TENTH SCHEDULE ABOVE REFERRED TO:**  
**(Devolution of Title)**

One late Sudodh Chandra Biswas by a registered deed of conveyance registered at the sub-registry office at coossipore, Dum Dum recorded in book no.I, volume no.23, page no. 134 to 137 , being no.914 for the year 1964 purchased a Bastu plat measuring 2 Cottahs 8 Chittacks of land with very old two storied bricks build structure at mouza-Noapara, P.S. Baranagar, Touzi No. 173, Khatian no. 113 Dag no. 122 & 124 and plot No. 33/71, purchased from Suburban Estates private Limited.

The said Sudodh Chandra Biswas by a registered deed of gift dated 23.04.2008 registered at the office of the A.D.S.R Cossipore Dum Dum recorded in book No.I, Volume No.87, page no. 323 to 330, being No. 3408 for the year 2008 gifted and transferred the said 2 Cottahs 8 Chittacks of land at 33/71, Nabin Chandra Das Road Kolkata -700090 together with two storied habitable residential structure standing thereon in favour of his son Tapas Biswas.

Said Tapas Biswas also while thus seized and possessed of his said 2 cottahs 8 chittacks of land as sole and absolute owner thereof by a registered Deed of Gift, dated 23.04.2008, registered at the office of A. D. S. R. Cossipore, Dum Dum, recorded in Book No. I, Volume No. 87, Page No. 323 to 330, being No. 3408 for the year 2008 and thus the Vendor herein became sole and absolute owner of the said 2 cottahs and 8 chittacks of land, more fully described in the First Schedule written above.

**In due course the Vendor/Builder entered into a registered development agreement the developer, registered at A.D.S.R. Cossipore Dum Dum Being no. I-1774 with the owner dated 14.03.2017 to construct building consisting of several flats and parking/shops spaces and accordance with the plan to be sanctioned by the Baranagar Municipality on the terms and conditions and considerations mentioned therein and has started the construction of the said project in accordance with necessary approvals and sanctioned plans and named the project “SHIVALAY”.**

**IN WITNESS WHEREOF** the parties hereto have hereunto put their respective hands the day month and year first above written.

**SIGNED AND DELIVERED** on  
behalf of the **VENDORS**  
By their Constituted Attorney  
Mr. ....,  
in the presence of:

**SIGNED AND DELIVERED**  
by the **PURCHASER** at  
in the presence of:

.....  
Vendor/Builder

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Purchaser

**MEMO OF CONSIDERATION**

Received a sum of **Rs. \_\_\_\_\_ /-** (**Rupees \_\_\_\_\_ Only**) as a Part payment and/or Earnets Money on allotment as per the statement below:-

<b>SL. NO.</b>	<b>Payment Schedule</b>		<b>Amount (Rs.)</b>
<b>1</b>			
<b>2</b>			
<b>3</b>			
<b>TOTAL(Rs.)</b>			

**(RUPEES \_\_\_\_\_ ONLY)**

**SIGNED AND DELIVERED**  
by the **VENDOR/BUILDER** At \_\_\_  
In The Presence Of:

.....  
Vendor/Builder

.....  
Purchaser

DATED THIS ..... DAY OF ....., 2018

BETWEEN

SHRI TAPAS BISWAS

..... Owner/Vendor.

CHARIOT REALTY & INFRA LLP

..... Developer.

AND

\_\_\_\_\_

.....  
..... Purchaser

Advocate.

.....  
Vendor/Builder

.....  
Purchaser