

A G R E E M E N T F O R S A L E

THIS AGREEMENT made on this 11th day of August, 2018 **BETWEEN**
VENDOR (S) :

1. **Sm. ASHOKA MUKHERJEE** widow of late Ajay Lal Mukherjee
2. **Sm. NANDINI MUKHERJEE** daughter of late Ajay Lal Mukherjee
3. **Sm. ELA ROY** wife of Sri Dipankar Roy and daughter of late Ajay Lal Mukherjee
4. **Sri. KAUSTUBH LAL MUKHERJEE** son of late Ajay Lal Mukherjee

Nos. 1 to 4 all by faith Hindu by occupation landholders by nationality Indian and all of 184, Shibpur Road, P.S. Shibpur, Howrah-711102 (represented by their constituted attorney Sri Anjani Kumar Mishra (**Pan No.AEZPM2803G**) son of Late Raj Narayan Mishra a Hindu businessman residing at CG-82, Sector-II, P.S. South Bidhan Nagar, Salt Lake City, Kolkata – 700 091.

DEVELOPER:

PARAMOUNT APARTMENTS PVT. LTD.(PAN NO.AABCP4893N), a Company incorporated under the Companies Act, 1956 having its Registered Office at 6 Church Lane, 1st floor, Police Station Hare Street, Kolkata - 700001 and represented by its Director Sri Santosh Kumar Mishra son of Sri Anjani Kumar Mishra residing at CG – 82, Sector – II, Salt Lake City, Police Station – Bidhannagar, Kolkata – 700091 vide board resolution;

AND**PURCHASER (S) :**

PURCHASER NO. 1	NAME	: RANITA GHOSH
	DESCRIPTION	: W/o.-Chiradip Manna
	ADDRESS	: Ramchandrapur(Ghosh Para),Sankrail, Howrah - 711313
	OCCUPATION	: House Wife
	FAITH	: Hinduism
PURCHASER NO. 2	STATUS	: Individual
	NATIONALITY	: Resident Indian
	PAN NO.	:
	AADHAAR NO.	:
PURCHASER NO. 1	NAME	: CHIRADIP MANNA
	DESCRIPTION	: Late. - Dilip Manna
	ADDRESS	: Ramchandrapur(Ghoshpara), Sankrail,Howrah - 711313
	OCCUPATION	: Service(S/W Engg.)
	FAITH	: Hinduism
PURCHASER NO. 2	STATUS	: Individual
	NATIONALITY	: Resident Indian
	PAN NO.	: AEZPM7676F
	AADHAAR NO.	:

SECTION – I # DEFINITIONS :

Unless, in this agreement, there be something contrary or repugnant to the subject or context :

- (i) **“Vendor/s”** shall jointly mean (1) Sm. Ashoka Mukherjee (2) Sm. Nandini Mukherjee (3)Sm.Ela Roy & (4) Sri Kaustubh Lal Mukherjee and include their respective heirs, executors, successors, administrators, legal representatives, transferees and assigns(represented by their constituted attorney Sri Anjani Kumar Mishra son of Late Raj Narayan Mishra a Hindu businessman residing at CG-82, Sector-II, P.S. South Bidhan Nagar, Salt Lake City, Kolkata – 700 091 by and under a general power of attorney dated December 12, 2008 and registered in the office of D.S.R Howrah in book IV C.D. Volume No.4 at pages 1617 to 1631 being No. 01707 for the year 2008)
- (ii) **“Developer”** shall mean Paramount Appartments Pvt. Ltd. Limited and include its successors or successors-in-office and/or assigns;
- (iii) **“Purchaser”** shall mean one or more purchasers named above and include:-
 - a. in case of an individual, his/her heirs executors administrators legal representatives and/or assigns;
 - b. in case of a HUF, its members for the time being their respective heirs executors administrators legal representatives and/or assigns;
 - c. in case of a partnership firm or LLP, its partners for the time being their respective heirs executors administrators legal representatives and/or assigns and in case of LLP shall also include its successors or successors-in-office and/or assigns;
 - d. in case of a Company, its successors or successors-in-office and/or assigns;
 - e. in cases not falling within any of the above categories, the constituent of the purchaser as its nature and character permits and their heirs legal representatives or successors as the case may be and/or assigns.

- (iv) **“Appurtenances”** shall mean the appurtenances to the Designated Unit mentioned in **PART-II** of the **SECOND SCHEDULE** hereunder written being the said share in the land and if so specifically mentioned in the **PART-II** of the **SECOND SCHEDULE** hereunder written, shall include the right of parking car or scooter at the said Parking Spaces if provided.
- (v) **“Association”** shall mean any Association of Persons, Syndicate, Committee, Society, Company or other body that may be formed of the Co-owners for the Common Purposes;
- (vi) **“Building”** shall mean and include the said premises and the New Buildings constructed thereat with the Common Areas and Installations.
- (vii) **“Building Plan”** shall mean the plan for construction of the Building Blocks F, & H sanctioned by the Howrah Municipal Corporation vide sanction Plan – B.R.C No.230/16/17 dated 09.12.2016 and include all sanction-able modifications and revalidations thereof and/or alterations thereto as may be made by the Vendor/Developer with the approval of the Architects and/or the concerned authorities;
- (viii) **“Common Areas and Installations”** shall according to the context mean and include the areas installations and facilities comprised in and for the Designated Block and the said premises as mentioned and specified in **PART-I** of the **THIRD SCHEDULE** hereunder written and expressed or intended by the Developer for common use and enjoyment of the Purchaser in common with the Vendor / Developer and other persons permitted by the Developer and save and except the same, no other part or portion of the Designated Block or the said premises shall be claimed to be part of the Common Areas and Installations by the Purchaser either independently or jointly with any other Co-owner/s;
- (ix) **“Common Expenses”** shall mean and include all expenses for the Common Purposes including those mentioned in the **FOURTH SCHEDULE** hereunder written;
- (x) **“Common Purposes”** shall mean and include the purposes of managing maintaining and up-keeping the said premises and the New Buildings / construction and in particular the Common Areas and Installations, rendition of common services in common to the Co-owners, collection and disbursement of the Common Expenses and dealing with the matters of common interest of the Co-owners and relating to their mutual rights and obligations for the beneficial use and enjoyment of their respective Units exclusively and the Common Areas and Installations in common;
- (xi) **“Co-owners”** shall mean all the buyers who from time to time have purchased or agreed to purchase any Unit and taken possession of such Unit including the Developer for those Units not alienated or agreed to be alienated by the Developer;
- (xii) **“Designated Block”** shall mean the Building Blocks F & H at City Garden - Mandirtala, 184, Shibpur Road, Howrah - 711102 and shall include any further floors or addition or alteration that may be made thereto.
- (xiii) **“Designated Unit”** shall mean the Unit described in **PART-I** of the **SECOND SCHEDULE** hereunder written;
- (xiv) **“Maintenance in-charge”** shall upon formation of the Association and its taking charge of the acts relating to the Common Purposes mean the Association and till such time the Association is formed and takes charge of the acts relating to the Common Purposes mean the Developer or the Co-owners as the case may be in terms of the clause 8 and its sub-clauses;
- (xv) **“Parking Spaces”** shall mean the spaces in the Building expressed or intended by the Developer to be used for parking of motor cars, two-wheelers etc.,
- (xvi) **“said premises”** shall mean the property described in the **FIRST SCHEDULE** hereunder written;
- (xvii) **“said share in the land”** shall mean the proportionate undivided indivisible share in the land underneath the plinth of the Designated Block;
- (xviii) **“Units”** shall mean the independent and self-contained residential flats, offices, shops, parking spaces and other constructed spaces in the New Building at the said premises capable of or demarcated by the Developer as being capable of being exclusively held used or occupied by a person/purchaser;
- (xix) words importing masculine gender shall according to the context mean and construe feminine gender and/or neuter gender as the case may be; Similarly words importing feminine gender shall mean and construe masculine gender and/or neuter gender; Likewise words importing neuter gender shall mean and construe masculine gender and/or feminine gender;
- (xx) Words importing **singular number** shall according to the context mean and construe the **plural number** and vice versa. Similarly words importing **SINGULAR NUMBER** shall include the **PLURAL NUMBER** and vice versa;

SECTION - II # RECITALS:

- A. **WHEREAS** one Subodh Lal Mukherjee since deceased was absolutely seized and possessed of as the sole and absolute owner, certain properties within the District of Howrah and he died intestate on December 28, 1979 leaving behind his last will and testament dated October 18, 1966 which was duly probated by Ajoy Lal Mukherjee who was appointed as the sole Executor on June 23, 1988 in probate Case No. 275 of 1980 of the Learned District Delegate at Howrah.
- B. **AND WHEREAS** in terms of the said duly probated will of Subodh Lal Mukherjee and consequential to the death of his widow, the said Ajoy Lal Mukherjee became the sole owner and exercised all right of sole ownership in respect of, inter alia, several contiguous premises which have subsequently been all amalgamated and made into a single premises and allotted premises No. 184, Shibpur Road, Howrah by the Howrah Municipal Corporation and during his life time the said Ajoy Lal Mukherjee exercised all right of absolute ownership in respect of properties which have now been amalgamated into the said premises No. 184, Shibpur Road, Howrah without any let hindrance claim question or demand being raised by anybody in this behalf.
- C. **AND WHEREAS** the said Ajoy Lal Mukherjee died intestate on 06.12.2003 leaving behind him surviving the four Vendors herein as his intestate successors who thus became the owners of the said property which is now amalgamated into 184, Shibpur Road, Howrah in its entirety and also jointly stepped into the shoes of the said Ajoy Lal Mukherjee.
- D. **AND WHEREAS** a terms of settlement was finalized within Vendor's and Developer being A.P. No. 290 of 2007 on or about September 30, 2008 at Hon'ble High Court, Kolkata and the terms contained in the said terms of settlement enabled the developer to proceed with the development project.
- E. **AND WHEREAS** the said terms of settlement specifically provided that out of the total constructed area of the presently amalgamated premises No. 184, Shibpur Road, Howrah the Vendors pursuant to their owners' allocation would obtain 40% of the constructed area which has been provided by the Developer firstly in a complete separate independent and fully finished building which was designated as block "A" and secondly the balance area would be provided in Block "G" as shown in the said sanctioned plan and the entire constructed area apart from the owners' allocation as stated therein could be exploited by the developer.
- F. **AND WHEREAS** the said terms of settlement has not been challenged varied or modified in any manner whatsoever and the same is still in full force and is effective.
- G. **AND WHEREAS** by virtue of the said Terms of Settlement and power granted by the Vendor's in favour of Sri Anjani Kumar Mishra, one of the Director of Developer company, the Developer alone have the sole and exclusive right to sale the Flat/Unit/Car Parking Space/Roof and other Covered Space in the SAID BUILDINGS to be constructed by the Developer on the SAID PREMISES and to enter into Agreement/s with the intending Purchaser/s of the Flat/Unit/Car Parking Space/ Roof and other Spaces of the SAID BUILDINGS TOGETHER WITH undivided variable impartible indivisible proportionate share or interest in the Land and to receive all the sale price in respect thereof.
- H. **AND WHEREAS** the Purchaser has applied for allotment of the Designated Unit and Appurtenances in the Building.
- I. **AND WHEREAS** the Purchaser/s has fully satisfied himself/ herself/ themselves/itself as to the title of the Vendors and/or Developer and has also inspected the Building Plans relating to the Designated Unit and Appurtenances and the scheme of development of the Buildings and all right title and interest of the Vendor / Developer (including those to be and remain excepted reserved unto the Vendor / Developer) as also more fully contained hereinafter hereby assures and covenants with the Developer and/or Vendors that he/ she/it is fully satisfied himself /herself/ themselves/ itself in respect thereof and has agreed not to raise any objection or dispute whatsoever or howsoever over and in respect thereof.
- J. **AND WHEREAS** the parties do hereby record into writing the terms and conditions applicable to the sale of the Designated Unit and the Appurtenances by the Developer/Vendor to the Purchaser as hereinafter contained.

SECTION – III # AGREEMENT:

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

1 DESIGNATED UNIT AND APPURTENANCES:

- 1.1 The Developer has agreed to sell and transfer to the Purchaser and the Purchaser has agreed to purchase from the Developer and/or Vendor **All That** the Designated Unit Together with the Appurtenances at the consideration and on the terms and conditions hereinafter contained.
- 1.2 The Designated Unit and its Appurtenances shall be one lot and shall not be dismembered or dissociated in any manner. The Purchaser shall not be entitled to claim any partition of the said share in the land.
- 1.3 The ownership and enjoyment of the Designated Unit and the Appurtenances by the Purchaser shall be subject to payment of the Taxes and Outgoings and observance, fulfillment and performance of the Rules and Regulations as more fully contained in the **FIFTH SCHEDULE** hereunder written.
- 1.4 The sale of the Designated Unit shall be in a state free from encumbrance created or made by the Vendor and/or Developer.

2 PAYMENTS BY THE PURCHASER:

- 2.1 **Consideration:** The price for sale of the Designated Unit and its Appurtenances shall be the sum mentioned in the **SEVENTH SCHEDULE** hereunder written calculated in the manner mentioned therein.
- 2.2 **Extras :** The Purchaser shall, in addition to the consideration mentioned herein, pay to the Developer the non refundable amounts on several accounts envisaged and mentioned in of the **SIXTH SCHEDULE** hereunder written
- 2.3 The Consideration shall be paid by the Purchaser to the Developer alone in installments as mentioned in the **Part – I & 2 of SEVENTH SCHEDULE** hereto. Unless otherwise expressly mentioned elsewhere herein, the payment of any installment mentioned in the Payment Plan shall be made by the Purchaser within 7 days of receiving notice from the Developer/Vendor demanding the same and the payment of all other Extras **of SIXTH SCHEDULE** shall be paid by the Purchaser to the Developer simultaneously with the date of payment of the installment of consideration as per demand being raised by the Developer and as per the within stated Seventh Schedule or 7 days of receiving the Notice for Possession, whichever be earlier, and before taking possession of the Designated Unit. In case as on the date of the Developer issuing the Notice for Possession, the liability on any head cannot be reasonably quantified then the Developer shall be entitled to ask for payments on such head provisionally subject to subsequent accounting and settlement. Nothing contained above shall affect or derogate the right of the Developer to claim any Extra at any time after the delivery of possession in case the liability for the same arises or is crystallized thereafter or in case the Developer deliver possession of the Designated Unit without receiving the same and the Purchaser shall be liable to pay all such amounts within **7 days** of receiving a notice from the Developer in this behalf
- 2.4 Time for payment of all or any amounts by the Purchaser hereunder shall be as of essence to the contract.
- 2.5 In case the Purchaser commits any delay or default in payment of any installment as mentioned in the Payment Plan as per the **Part – I & 2 of SEVENTH SCHEDULE** or in payment of any amount of Extras **of SIXTH SCHEDULE**, the Purchaser shall pay interest @1.50% per month or part thereof on the amount in question. The Developer shall have the right to adjust from any further payments made by the Purchaser firstly the accrued interest payable by the Purchaser and thereafter towards any taxes as applicable and at last with the installments of consideration.

3 **COMMON AREAS AND INSTALLATIONS:**

- 3.1 The Designated Block shall contain certain Common Areas and Installations as specified in **Sl. A of PART-I** of the **THIRD SCHEDULE** hereunder written (subject to such variations as the Developer may from time to time make therein) and which the Purchaser shall have the right to use in common with the Vendor, Developer and other Co-owners of the Designated Block and other persons permitted by the Developer. Any use of the Common Areas and Installations shall, however, be subject to the payment of the Taxes and Outgoings mentioned in **PART-I** of the **FIFTH SCHEDULE** and in accordance with the Rules and Regulations framed by the Developer from time to time (including the Rules and Regulations as mentioned in **PART-II** of the **FIFTH SCHEDULE**).
- 3.2 Save those expressed or intended by the Developer to form part of the Common Areas and Installations, no other part or portion of the Designated Block or the Building or other buildings shall be claimed to be part of the Common Areas and Installations by the Purchaser either independently or in common with any other Co-owner.

4 **CONSTRUCTION AND DELIVERY:**

- 4.1 The sale of the Designated Unit shall be as a flat constructed and completed by the Developer in the manner and to the extent mentioned in this agreement and the relationship between the Developer and the Purchaser shall be strictly as seller and buyer of the Designated Unit. Until the delivery of possession of the Designated Unit to the Purchaser, all right title and interest in the Designated Unit shall remain vested in the Developer.
- 4.2 The construction of the Designated Unit is being carried out in accordance with the Specifications mentioned in **PART-II** of the **THIRD SCHEDULE** hereto and shall be completed within the period mentioned in **PART-III** of the **THIRD SCHEDULE** hereto.
- 4.3 **Notice for Possession:** Upon constructing the Designated Unit as per the said specifications, the Developer shall issue a Notice for Possession to the Purchaser requesting the Purchaser to take possession of the Designated Unit and within 15 days of the Developer issuing the Notice for Possession, the Purchaser shall take possession of the Designated Unit upon making payment of any dues on account of the consideration and/or the Extras .
- 4.4 Before issuing the Notice for Possession, the Developer shall provide temporary or permanent connection of water, electricity, sewerage and drainage in or for the use of Purchaser of Designated Unit. It will not be necessary for the Developer to construct or complete to install and make operative all the Common Areas and Installations before issuing such notice. Any unfinished work pertaining to the Designated Block and/or the Common Areas and Installations relevant to the Designated Block and/or the Designated Unit shall be completed by the Developer within a reasonable time of the delivery of possession of the Designated Unit to the Purchaser.
- 4.5 In case the Purchaser fails to take possession of the Designated Unit within 30 days of the Developer issuing the Notice for Possession, the Purchaser shall be liable to pay a pre-determined compensation to the Developer by way of holding charges calculated @Rs.7/- (Rupees Five) only per Square foot per month of the super built-up area in respect of the said Unit. This shall be without prejudice to the other rights remedies and claims of the Developer and the other obligations and liabilities of the Purchaser hereunder.
- 4.6 The sale of the Designated Unit shall be together with the fittings and fixtures affixed thereto by the Developer as per the agreed Specifications.
- 4.7 The Developer shall comply with the building plans (with such sanction able modifications or alterations therein as may be deemed fit and proper or necessary by the Developer or advised by the Architect or directed by the Municipal or any other authority) and all laws and rules applicable to the construction and completion of the Designated Unit and the Designated Block.
- 4.8 The construction of the Building shall be commenced and completed by the Developer in phases. The said Block forms part of one of the phase under construction. The Purchaser shall not make any claim or dispute against the Developer in case the Developer postpones delays or abandons the construction of any other phase or building block or part thereof at the said premises.
- 4.9 The Purchaser shall not in any manner cause any objection obstruction interference impediment hindrance or interruption at any time hereafter in the construction, addition, alteration and completion of construction of or in or to the Designated Block or any part thereof by the Developer (including and notwithstanding any temporary obstruction or disturbance in his using and enjoying the Designated Unit and/or the Common Areas and Installations).

5 **COMPLETION OF SALE:**

- 5.1 The sale of the Designated Unit and its Appurtenances shall be completed by executing a Deed of Conveyance by the Developer in respect thereof simultaneously with the Purchaser taking possession of the Designated Unit. In case of the Purchaser committing any delay or default in getting the Deed of Conveyance executed and registered, the Purchaser shall be liable for all liabilities and consequences arising thereby.
- 5.2 The deed of conveyance and other documents of transfer to be executed in pursuance hereof shall be in such form and shall contain such covenants exceptions and restrictions etc., as be drawn by the Advocates appointed by the Developer.

6 **NOMINATION/TRANSFER BY THE PURCHASER:**

- 6.1 The Purchaser may, on the prior consent in writing of the Developer and against payment of a sum calculated @2% (Two percent) of the Consideration for the Designated Unit and the Appurtenances in advance to the Developer, get the name of his nominee substituted in his place and stead in the records of the Developer as the Purchaser of the Designated Unit. Any such nomination or transfer shall be at the sole risk and costs of the Purchaser and shall be subject to the terms conditions agreements and covenants contained hereunder which shall henceforth be observed fulfilled and performed by the nominee. All stamp duty and registration charges, legal fees and charges and other outgoings as may be occasioned due to aforesaid nomination or transfer shall be payable by the Purchaser or its nominee.
- 6.2 The Purchaser shall not be entitled to let out, sell, transfer or part with possession of the Designated Unit until all the charges outgoings dues payable by the Purchaser to the Developer in respect of the Designated Unit are fully paid up and a No Dues certificate is obtained by the Purchaser from the Developer.

7 **AREA CALCULATION AND VARIATIONS:**

- 7.1 The built-up area of the Designated Unit includes the plinth/covered area of such Unit including the balconies attached thereto and the thickness of the external and internal walls columns and pillars save that only one-half of those external walls columns and pillars which are common between the Designated Unit and any other Unit shall be included. The super built-up area of the Designated Unit shall be as mentioned in **PART-I** of the **SECOND SCHEDULE** hereunder written.
- 7.2 The Purchaser has verified and satisfied himself fully from the Building Plans about the built-up area of the Designated Unit and also the super built-up area thereof mentioned herein and has accepted the same fully and in all manner including for the purposes of payment of the consideration and other amounts, respectively hereunder. The Purchaser has agreed to pay the consideration amount payable by the Purchaser hereunder upon having fully satisfied himself about the built-up area to comprise in the Designated Unit mentioned in **PART-I** of the **SECOND SCHEDULE** hereunder written. Unless the built-up area is upon completion of construction found to be less than the area mentioned in this agreement, there shall be **reduction in the pro-rata basis on consideration** or other amounts (wherever calculated on the basis of area) payable by the Purchaser to the Developer in terms hereof. However, in case upon construction, the built-up area of the Designated Unit increases, then the price and other amounts (wherever calculated on the basis of area) payable by the Purchaser to the Developer in terms hereof shall be increased on pro-rata basis. In case of any dispute or misunderstanding between the parties, the Certificate of the Architect appointed by the Developer as regards the areas of the Designated Unit and/or of the areas of the Common Areas and Installations shall be final and binding on the parties.
- 7.3 The Developer shall, in its sole discretion, be entitled not to entertain any request for modification in the internal layout of the Designated Unit.

8 **MAINTENANCE IN-CHARGE AND ASSOCIATION:**

- 8.1 Until the period mentioned in clause 8.4 hereinafter, the Common Areas and Installations shall be in the exclusive control, management and administration of the Developer who shall be the Maintenance In-charge. The Developer may itself or by appointing any person or facilities management agency, look after and administer the acts relating to the Common Purposes. The Purchaser shall, if so required by the Developer, enter upon separate maintenance related agreement with the Developer or the Maintenance Agency appointed by it.

- 8.2 Within one year from the delivery of possession of 80% of the Units in the Building or earlier if so decided by the Developer, the Association will be formed to take over the control, management and administration of the Common Purposes. The Purchaser hereby agrees and undertakes that it shall be bound to become a member of such Association and co-operate with the Developer fully and in all manner and sign all necessary documents, applications, papers, powers etc., with regard to formation of the Association.
- 8.3 In case due to any reason, the Developer sends notice in writing to the Purchaser and the other Co-owners for the time being, to take over charge of the acts relating to Common Purposes within the period specified therein, then and only in such event, the Purchaser along with the other Co-owners shall immediately upon receiving such notice, themselves form the Association for the Common Purposes and the Vendor/Developer shall not be responsible and liable therefor.
- 8.4 Upon formation of the Association, the Developer shall handover/transfer to the Association all rights responsibilities and obligations with regard to the Common Purposes (save those expressly reserved by the Vendor/Developer hereunder or intended to be or so desired by the Vendor/Developer hereafter) whereupon only the Association shall be entitled thereto and obliged there for **Provided that** in case on the date of expiry of three months from the date of sending the notice by the Developer the Association is not formed by the Co-owners in terms of Clause 8.3 hereinabove, then all such rights responsibilities and obligations with regard to the Common Purposes shall be deemed as on such date to have been handed over/transferred by the Developer to all the Co-owners for the time being of the Building Complex and thereupon only the Co-owners shall be entitled thereto and obliged there for fully and in all manner.
- 8.5 In the Association to be formed as aforesaid each Co-owner shall have voting rights therein which shall be equivalent to one Vote per Unit. **it being clarified** that in case there be more than one Purchaser of one Unit then only one of such Purchaser who is nominated amongst them shall be entitled to have and exercise such voting right.
- 8.6 The Developer shall also transfer to the Association or the Co-owners, as the case may be, the Deposits made by the Purchaser to the Developer in terms hereof, after adjustment of its dues, if any and shall henceforth be held by the Association/Co-owners in the relevant accounts.
- 8.7 The rules, regulations and/or bye laws of the said Association and those that the Association and/or the Co-owners may frame or apply in respect of the Building and/or Complex and any part thereof, shall not be inconsistent with or contrary or repugnant to the rights and entitlements of the Vendor/ Developer, hereunder reserved and/or belonging to the Vendor/ Developer and also those that the Vendor/ Developer may hereafter reserve.

9 **PARKING RIGHT :**

The Purchaser shall not have right to park any vehicle within the whole complex (open or covered space) if the right for parking not granted by the Developer in this agreement. The right shall be granted by the Developer alone on payment of extra consideration or it may be granted free of cost with flat if the developer thinks fit, which is detailed in schedule below.

10 **VENDOR/DEVELOPER'S EXCLUSIVE AREAS AND ENTITLEMENTS :**

- 10.1 Notwithstanding anything to the contrary elsewhere herein contained, it is expressly agreed and understood by and between the parties hereto as follows:-
- 10.1.1 The Vendor/Developer shall also be entitled to all existing and future vertical and horizontal exploitation of the Building Blocks at the said premises and to sell transfer or otherwise dispose of the same on such terms and conditions as it may in its absolute discretion think fit and proper.
- 10.1.2 The Vendor/ Developer shall have the full and free right to make additions, alterations, constructions and/or re-constructions in any open and covered space at the premises not expressed or intended to form part of the Common Areas and Installations and to deal with, use, transfer, convey, let out and/or grant the same (with or without any construction, addition or alteration) to any person for parking or any other purposes at such consideration and in such manner and on such terms and conditions as the Developer shall, in its absolute discretion, think fit and proper.
- 10.1.3 The open to sky space on the ultimate Roof of the New Building shall be the property of the Developer for ever and it shall be used as Common Roof (without any right) by the Purchasers and other Co-owners with the consent of the Developer. It is expressly provided by the Vendor/ Developer and acknowledged, agreed and accepted by the Purchaser as follows:-

- (i) The Vendor/ Developer shall be entitled to construct additional storey or stories on the roof of the Designated Block or any part thereof and to deal with, use, let out, convey and/or otherwise transfer the same to any person for such consideration and in such manner and on such terms and conditions as the Vendor/ Developer, in its sole discretion, may think fit and proper. In the event of any such construction, the Vendor/ Developer shall shift the Over-head Water Tank and other common installations to the roof of such construction being the ultimate roof for the time being.
 - (ii) In case of the Vendors/ Developer constructing additional one or more additional floor, then the open to sky space on the ultimate roof of the top floor shall be the Common Roof as aforesaid but it should be property of the Developer for ever;
 - (iii) Any right of user by any Co-owner in respect of Common Roof shall be subject nevertheless to the right title and interest of the Vendors/ Developer reserved and excluded under clause 10 and its sub-clauses below and also the right of the Maintenance In-charge and the other Co-owners to enter upon the same to repair, maintain, clean, paint and/or replace any common area or installation lying or installed thereat or otherwise, insofar as such work cannot be carried out without such entry and in all cases, except emergency, such right shall be exercised upon giving 24 hours prior notice to the Vendor/ Developer and Co-owner/s affected thereby;
- 10.1.4 In case of any construction or additional construction, there may be a consequential decrease in the said share in the land, but the Purchaser either individually or together with the co-owners shall not be entitled to claim refund or reduction of any consideration or other amounts payable by the Purchaser hereunder nor to claim any amount or refund of consideration from the Vendor/ Developer on account thereof.
- 10.1.5 The Vendor/ Developer shall also be entitled to put or allow anyone to put neon-sign, hoardings, antennas, towers, communication towers, sign boards or any other installation on the Roof of the Designated Block or any part thereof at such consideration, rent, hiring charges etc., and on such terms and conditions as the Vendor/ Developer in its sole discretion, may think fit and proper and to appropriate the same to its own benefit exclusively and all such rights shall be excepted and reserved unto the Developer.
- 10.1.6 For or relating to any such constructions, additions or alterations, the Vendor/ Developer shall, with the approval of the Architect, have the right to do all acts deeds and things and make all alterations and connections and to connect all existing utilities and facilities available at the said premises viz. lift, generator, water, electricity, sewerage, drainage etc., thereto as be deemed to be expedient to make such area and constructions tenantable.
- 10.1.7 The Vendor/ Developer shall be at liberty to cause to be changed the nature of use or occupancy group in respect of any Unit or Units (other than the Designated Unit), Parking Space or other areas/spaces to any user or occupancy group as the Developer may deem fit and proper and to own use enjoy sell and/or transfer the same as such.
- 10.1.8 The Purchaser doth hereby consent and confirm that the Vendor/ Developer shall be at liberty to have the Building Plan modified and/or altered for construction reconstruction addition and/or alteration of the Building Complex or any part thereto and/or for change of user of any Unit other than the Designated Unit Provided That in case by such modification, alteration and/or sanction the location or built-up area of the Designated Unit is likely to be affected then the Vendor/ Developer shall take a consent in writing from the Purchaser for such modification, alteration and/or sanction.
- 10.2 The Purchaser doth hereby agree, acknowledge and consent to the rights title and interest excepted and reserved upon the Vendor/ Developer under clause 10.1 and its sub-clauses hereinabove and to all the provisions and stipulations contained therein and also otherwise hereunder and undertakes and covenants not to raise any dispute objection hindrance obstruction or claim with regard to the same or the doing or carrying out of any such act deed or thing in connection therewith by the Vendor/ Developer and/or persons deriving title or authority from the Vendor/ Developer.

11 **PURCHASER'S FURTHER ACKNOWLEDGEMENTS, COVENANTS AND ASSURANCES:**

- 11.1 Before the date of execution hereof, the Purchaser has independently examined and got himself fully satisfied about the title of the Vendor to the said premises and the Designated Unit and accepted the same and agrees and covenants not to raise any objection with regard thereto or make any requisition in connection therewith. The Purchaser has also inspected the Building Plan in respect of the New Buildings and the location and area of the Designated Unit and agrees and covenants not to raise any objection with regard thereto. The Purchaser has also examined the workmanship and quality of construction of the Designated Unit and the fittings and fixtures provided therein and also of the Designated Block and the Common Areas and Installations and the fittings and fixtures and facilities provided therein and got himself fully satisfied with regard thereto. The Purchaser has further satisfied itself with regard to the connection of water, electricity, sewerage, drainage, etc. in or for the Designated Unit and the Common Areas and Installations.
- 11.2 It is expressly agreed that with immediately upon the Vendor/ Developer notifying the Purchaser to take possession of the Designated Unit in terms of clause 4.3 above, the Purchaser shall inspect and satisfy himself about the workmanship and completion of the flat in every respect before taking possession. With effect from the expiry of the notice period contemplated in the said clause 4.3 above, it shall be deemed that the Vendor/ Developer has complied with all its obligations hereunder to the full satisfaction of the Purchaser and the Purchaser shall not be entitled to raise any dispute against or claim any amount from the Vendor/ Developer on account of defect in the construction of the Designated Unit or the Building or whole Complex in the workmanship or materials used therein or on any other account whatsoever.
- 11.3 The Purchaser shall have no connection whatsoever with the Co-owners of the other Units and there shall be no privities of contract or any agreement arrangement or obligation or interest as amongst the Purchaser and the other Co-owners (either express or implied) and the Purchaser shall be responsible to the Developer for fulfillment of the Purchaser's obligations and the Developer's rights shall in no way be affected or prejudiced thereby.
- 11.4 The Purchaser individually or along with the other Co-owners will not require the Vendor/ Developer to contribute towards proportionate share of the Common Expenses in respect of the Units which are not alienated or agreed to be alienated by the Vendor/ Developer for a period of Three year from the date of completion of the entire Building Complex.

12 **DEFAULTS :**

- 12.1 In case the Purchaser commits default in making payment of the consideration, extras or any installment/part thereof within time or commits any breach of the terms and conditions herein contained, then or in any of such events, the Developer shall give a 30 days notice to the Purchaser to pay the amounts under default or to rectify the breach. In case the Purchaser fails and/or neglects to make the payment of the said amounts under default with applicable interest or to rectify the breach complained of within the said period of 30 days, this agreement shall at the option of the Developer stand terminated and rescinded and in the event of such termination and rescission the rights and claims, if any, of the Purchaser against the Vendor/ Developer, the Designated Unit and/or any Appurtenances shall stand extinguished without any right of the Purchaser hereunder. In the event of cancellation, the Developer shall be entitled to forfeit a sum equivalent to 10% of the amount paid by the Purchaser and the entire Advocate fees until then payable by the Purchaser as and by way of pre-determined compensation and the balance amount, if any, remaining with the Developer out of the earnest monies until then received by the Developer from the Purchaser shall become refundable by the Developer to the Purchaser without any interest and from out of the realization received by the Developer upon transfer of the Designated unit to any other interested buyer.
- 12.2 In case the Developer condones the default of the Purchaser then in such event the Purchaser shall, along with such dues and/or arrears, pay interest @18% per annum on all amounts remaining unpaid.
- 12.3 In case the Purchaser complies with and/or is ready and willing to comply with his obligations hereunder and the Developer fail to construct the Designated Unit within the stipulated period, then the Developer shall be automatically allowed an extension of 05 (Five) months and in case of failure on the part of the Developer to construct the Designated Unit even within such extended period then and only in such event, the Developer shall be liable to pay to the Purchaser a monthly sum calculated @Rs.5/- per Square feet per month of the super built-up area of the said Unit for the period of delay beyond the extended grace period Provided That the Purchaser shall be entitled at any time after the expiration of the extended grace period, to cancel the contract placed hereunder by a notice in writing. In the event of such cancellation, the Developer shall refund the entire earnest money until then paid by the Purchaser to the Developer with interest thereon @12% per annum for the period of delay from extended grace period, within 30 days of such cancellation.

- 12.4 Nothing contained herein shall affect or prejudice the right of either party to sue the other for specific performance of the contract and/or damages for any default of the other party.
- 13 **FORCE MAJEURE :**
- 13.1 The period for construction or delivery of possession of the Designated Unit by the Developer to the Purchaser and the compliance of all other obligation by the Vendor/ Developer shall always be subject to the Vendor/ Developer not being prevented by Force Majeure. The time for compliance by the Developer shall automatically get postponed by the duration of the Force Majeure event and its effects. Storm, tempest, fire, flood, earthquake and other Acts of God or Acts of Government, Statutory Body etc., strike, riot, mob, air raid, order of injunction or otherwise restraining development or construction at the said premises by the Court of Law, Tribunal or Statutory Body, scarcity of materials or equipments in the market and any other reason beyond the Developer's control shall be included in Force-Majeure for such purposes.
- 14 **MISCELLANEOUS :**
- 14.1 The Developer shall be entitled to apply for and obtain and/or raise financial assistance from Banks, Financial Institutions, Non Banking Financial Institutions by way of mortgage or charge of or otherwise creating a lien on the said premises or any building or part or share thereof and/or any Flat/Unit in the Building at the said premises.
- 14.2 The Purchaser's proportionate undivided share in the Common Areas and Installations in the Designated Block shall be the proportion in which the built-up area of the Designated Unit may bear to the built-up area of all the Units in the Designated Block. The Purchaser's proportionate share in other matters shall be the proportion in which super built-up area of the Designated Unit may bear to the built-up area of all the Units in the Building Complex. It is clarified that while determining the proportionate share of the Purchaser in the various matters referred herein, the decision of the Vendor/ Developer on any variations shall be binding on the Purchaser.
- 14.3 The Purchaser agrees to register this agreement and to bear and pay all stamp duty, registration fee and allied expense in connection therewith and the Vendor and/or Developer hereby agrees to be available for registration of the same.
- 14.4 The Purchaser shall be and remain responsible for and to indemnify the Vendor/ Developer and the Association against all damages costs claims demands and proceedings occasioned to the mother premises or any other part of the New Buildings/ constructions or to any person due to negligence or any act deed or thing made done or occasioned by the Purchaser and shall also indemnify the Vendor/ Developer against all actions claims proceedings costs expenses and demands made against or suffered by the Developer as a result of any act omission or negligence of the Purchaser or the servants agents licensees or invitees of the Purchaser and/or any breach or non-observance non-fulfillment or non-performance of the terms and conditions hereof to be observed fulfilled and performed by the Purchaser.
- 14.5 Any delay or indulgence by the Vendor/ Developer in enforcing the terms of this Agreement or any forbearance or giving of time to the Purchaser shall not be construed as waiver of any breach or non-compliance by the Purchaser nor shall the same in any way or manner prejudice the rights of the Vendor/ Developer.
- 14.6 The Building Complex shall bear the name "City Garden - Mandirtala" or such other name as be decided by the Developer from time to time.
- 14.7 This Agreement contains the entire agreement of the parties and no oral representation or statement shall be considered valid or binding upon either of the parties nor shall any provision of this Agreement be terminated or waived except by written consent by both parties. It super cedes all other publications, advertisements and/or communications of any nature whatsoever. The Purchaser acknowledges upon signing of this Agreement that no agreements, conditions, stipulations, representations, guarantees or warranties have been made by the Vendor or its agents, servants or employees other than what is specifically set forth herein.
- 15 **ADJUDICATION OF DISPUTES :**
- 15.1 Should there be disputes and differences by and between the parties hereto in any way relating to or connected with the Designated Unit and/or this Agreement and/or anything done in pursuance hereof, the same shall be referred for arbitration to Mr. Deepak Kumar Singh, Advocate High Court, Kolkata of 6 A Kiran Shankar Ray Road, 2nd Floor, Kolkata – 700001 or such person as be nominated by him. It is agreed by and between the parties hereto that the said Sole Arbitrator or the person as be nominated by him shall have the power to pass and give both interim order and award and/or Award in one or more lots and to proceed in a summary manner with regard to adjudication of the disputes and differences between the parties. The Arbitration shall otherwise be governed by the provisions the Arbitration and Conciliation Act, 1996 as modified from time to time.

16 **NOTICE :**

16.1 Unless otherwise expressly mentioned herein all notices to be served hereunder by any of the parties on the other shall be deemed to have been served if served by hand or sent by registered post with acknowledgment due at the address of the other party mentioned hereinabove or hereafter notified in writing and irrespective of any change of address or return of the cover sent by registered post without the same being served. None of the parties shall raise any objection as to service of the notice deemed to have been served as aforesaid.

17 **JURISDICTION :**

17.1 Only the Civil Courts having territorial jurisdiction over the said premises shall have the jurisdiction to entertain try and determine all actions and proceedings between the parties hereto relating to or arising out of or under this agreement or connected therewith including the arbitration as provided hereinabove.

SECTION – IV # SCHEDULES

THE FIRST SCHEDULE ABOVE REFERRED TO:

PART-I

(SAID MOTHER PREMISES)

ALL THAT piece and parcel of land measuring an area of 73 Cottahs 08 Chatacks and 36 Sq. Ft. be the same a little more or less comprised in the amalgamated premises No. 184, Shibpur Road, Howrah formed by amalgamation of premises No's.185/186, 180/184, 185/186/1, 185/186/2, 185/186/3, 185/186/5, 184, 182/184, Shibpur Road, within the Howrah Municipal Corporation ward No.37, Borough No. IV, P.S. Shibpur, Mouza Shibpur, Registry and Sub-Registry Office Howrah, District Howrah in the state of West Bengal hereinafter referred to as mother premises and butted & bounded in the manner following that is to say

ON THE SOUTH : 185/186/3/1 to 185/186/3/4 Shibpur Road & Kheyali Sangha
ON THE EAST : 185/186/4, Shibpur Road,
ON THE NORTH : Shibpur Road,
ON THE WEST : Shibpur Public Library.

OR HOWSOEVER OTHERWISE the same now are or is or heretofore were or was called known numbered described or distinguished.

THE FIRST SCHEDULE ABOVE REFERRED TO:

PART-II

(SAID BUILDING BLOCKS)

ALL THAT Building Blocks F, G situated and constructed on the SAID PROPERTY (Mother Premises) as detailed in Part-1 of FIRST SCHEDULE above.

THE SECOND SCHEDULE ABOVE REFERRED TO:

PART-I

(DESIGNATED UNIT)

1. **ALL THAT** residential Flat/Unit No. **5D** containing a Built-up area of **989** Sq.Ft.. more or less and having a super built-up area of **1319** Sq.ft more or less, situated on the **5TH** floor of Block "**F**" which is constructed at a portion of the Premises No.184, Shibpur Road, Howrah-2 , as detailed in Part-1 of FIRST SCHEDULE above.

PART-II

(APPURTENANCES)

1. **SAID SHARE IN LAND: ALL THAT** the proportionate undivided indivisible share in the land comprised in the plinth of the Designated Block.
2. **PARKING RIGHT : ALL THAT** the right to park **NIL** medium size motor car at such covered space as be expressly specified by the Developers at or before delivery of possession of the Designated Unit.
3. **SCOOTER/MOTOR CYCLE PARKING : ALL THAT** uncovered Motor Bike/ Scooter parking space for parking of **NIL** Motor Bike/ Scooter. Exact location be fixed and marked out at the discretion of the Developer at delivery of possession of the said unit.

THE THIRD SCHEDULE ABOVE REFERRED TO:

PART-I

A. Common Areas & Installations at the Designated Block:

1. Staircases, landings and passage and stair-cover on the ultimate roof.
2. Electrical wiring and fittings and fixtures for lighting the staircase, common areas, lobby and landings and operating the lifts of the Designated Block.
3. Lift with machineries accessories and equipments (including the lift machine room) and lift well for installing the same in the Designated Block.
4. Electrical installations with main switch and meter and space required there for.
5. Ultimate Common Roof of the Designated Block subject to the exceptions, exclusions, terms and conditions contained in this agreement.
6. Over head water tanks with water distribution pipes from such Overhead water tank connecting to the different Units of the Designated Block.
7. Water waste and sewerage evacuation pipes and drains from the Units to drains and sewers common to the Designated Block.
8. Septic Tank
9. Such other areas, installations and/or facilities as the Developer may from time to time specify to form part of the Common Areas and Installations of the Designated Block.

B. Common Areas & Installations at the Building Complex:

1. Driveways and paths and passages at the said premises except those reserved by the Developer for exclusive use.
2. Transformer, if any
3. Intercom.
4. Underground water reservoir
5. Municipal Water supply or Deep tube well for water supply.
6. Water waste and sewerage evacuation pipes and drains from the New Buildings to the municipal drains.
7. DG Set, its panels, accessories and wirings and space for installation of the same.
8. Community Hall and/or Gym Club related construction and the constructions, fittings and fixtures with equipments.
9. Boundary wall and gate
10. Such other areas, installations and/or facilities as the Developer may from time to time specify to form part of the Common Areas and Installations of the Building Complex

PART-II

(Specifications as regards constructions and fittings and fixtures to be provided in the Unit)

A. STRUCTURE: The building shall be constructed with RCC framed in accordance with the plan and drawing prepared by the Architects and sanctioned by the Howrah Municipal Corporation.

B. FLOORING :

Main Lobby of Designated block : Marble / Tiles finish

Staircase : Marble/ Tiles finish

C. UNIT:

1. Flooring : All bedrooms, Living-Dining Vitrified tiles / Marble flooring.
2. Walls : Plaster of Paris finish
4. Kitchen : Anti-skid tiles flooring and Granite Kitchen top with stainless sink. Ceramic tiles wall cladding upto 2feet over the counter.
5. Bathrooms : Anti-skid tiles Flooring, Walling of Ceramic Tiles upto door height. Provision for hot & cold water line with Gyser points in all washrooms
6. Doors : Main door - Wooden panel doors, other doors – flush doors
7. Windows : Aluminum sliding windows.
8. Electrical : Copper concealed wiring with modular switches.
9. Plumbing : Concealed pipes, White colour sanitary wares in toilet.

PART-III

(Period of construction of Unit)

The Designated Unit described in PART-I of the **SECOND SCHEDULE** hereinabove written shall, subject to the other terms hereof, be constructed and completed within **06 Months** from the date of Agreement.

THE FOURTH SCHEDULE ABOVE REFERRED TO:

(Common Expenses)

1. **MAINTENANCE:** All costs and expenses of maintaining repairing redecorating replacing and renewing etc. of the main structure and in particular the roof (only to the extent of leakage and drainage to the upper floors), the Common Areas and Installations of the Designated Block and of the Building Complex (including lifts, generators, intercom, water pump with motor, Club related equipments, etc.), gutters and water pipes for all purposes, drains and electric cables and wires in under or upon the Designated Block and/or the Building Complex and/or the Club and related facilities and/or enjoyed or used by the Purchaser in common with other occupiers or serving more than one Unit/Flat and other saleable space in the Building and at the Premises, main entrance, landings and staircase of the Building enjoyed or used by the Purchaser in common as aforesaid and the boundary walls of the premises, compounds etc. The costs of cleaning and lighting the Common Areas and Installations, the main entrance, passages, driveways, landings, staircases and other parts of the Designated Block and/or the Building Complex so enjoyed or used by the Purchaser in common as aforesaid and keeping the adjoining side spaces in good and repaired conditions.
2. **OPERATIONAL :** All expenses for running and operating all machines equipments and installations comprised in the Common Areas and Installations (including lifts, generators, intercom, water pump with motor, Club related equipments, etc.) and also the costs of repairing, renovating and replacing the same.
3. **STAFF:** The salaries of and all other expenses of the staffs to be employed for the common purposes including their bonus and other emoluments and benefits.
4. **ASSOCIATION :** Establishment and all other expenses of the Association and also similar expenses of the Maintenance In-charge looking after the common purposes, until handing over the same to the Association.
5. **TAXES:** Municipal and other rates, taxes and levies and all other outgoings in respect of the premises (save those assessed separately in respect of any unit).
6. **INSURANCE:** Insurance premium for insurance of the Building against earthquake, damages, fire, lightning, mob, violence, civil commotion (and other risks, if insured).
7. **COMMON UTILITIES:** Expenses for serving/supply of common facilities and utilities and all charges incidental thereto.
8. **RESERVES :** Creation of funds for replacement, renovation and/or other periodic expenses.
9. **OTHERS :** All other expenses and/or outgoings including litigation expenses as are incurred by the Developer and/or the Association for the common purposes.

THE FIFTH SCHEDULE ABOVE REFERRED TO:

PART-I

1. **OUTGOINGS AND TAXES :** The Purchaser binds himself and covenants to bear and pay and discharge the following expenses and outgoings:-
 - (a) Municipal rates and taxes and water tax, if any, assessed on or in respect of the Designated Unit and Appurtenances directly to the Howrah Municipal Corporation Provided That so long as the Designated Unit is not assessed separately for the purpose of such rates and taxes, the Purchaser shall pay to the Maintenance In-charge the proportionate share of all such rates and taxes assessed on the said premises.

- (b) All other taxes impositions levies cess and outgoings, betterment fees, development charges and/or levies under any statute rules and regulations whether existing or as may be imposed or levied at any time in future on or in respect of the Designated Unit or the Appurtenances or the Building or the said premises and whether demanded from or payable by the Purchaser or the Maintenance In-charge and the same shall be paid by the Purchaser wholly in case the same relates to the Designated Unit and/or the Appurtenances and proportionately in case the same relates to the Building or the said premises or any part thereof.
 - (c) Electricity charges for electricity consumed in or relating to the Designated Unit and the Appurtenances (including any applicable minimum charges and proportionate share of transmission loss).
 - (d) Charges for water, and other utilities consumed by the Purchaser and/or attributable or relatable to the Designated Unit and the Appurtenances against demands made by the concerned authorities and/or the Maintenance In-charge and in using enjoying and/or availing any other utility or facility, if exclusively in or for the Designated Unit and/or the Appurtenances, wholly and if in common with the other Co-owners, proportionately to the Maintenance In-charge or the appropriate authorities as the case may be.
 - (e) Proportionate share of all Common Expenses (including those mentioned in **FOURTH SCHEDULE** hereunder written) to the Maintenance In-charge from time to time. In particular and without prejudice to the generality of the foregoing, the Purchaser shall pay to the Maintenance In-charge, maintenance charges calculated @ Re.1 (Rupee One) only per Square foot per month or more calculated on the super built-up area of the Designated Unit. The said minimum rates shall be subject to revision from time to time as be deemed fit and proper by the Maintenance In-charge at its sole and absolute discretion after taking into consideration the common services provided.
 - (f) Proportionate share of the operation, fuel and maintenance cost of the generator proportionate to the load taken by the Purchaser.
 - (g) All penalty surcharge interest costs charges and expenses arising out of any delay default or negligence on the part of the Purchaser in payment of all or any of the aforesaid rates taxes impositions and/or outgoings proportionately or wholly as the case may be.
2. All payments mentioned in this agreement shall, in case the same be monthly payments, be made to the Maintenance In-charge within the 7th day of each and every month for which the same becomes due and otherwise within 7 days of the Maintenance In-charge leaving its bill for the same at the above address of the Purchaser or in the letter box in the ground floor earmarked for the Designated Unit **Provided That** any amount payable by the Purchaser directly to any authority shall always be paid by the Purchaser within the stipulated due date in respect thereof and the Purchaser shall bear and pay the same accordingly and without any delay, demur or default and indemnify and keep indemnified the Developer and the Maintenance-in-Charge and all other Co-owners for all losses damages costs claims demands and proceedings as may be suffered by them or any of them due to non-payment or delay in payment of all or any of such amounts and outgoings. Any discrepancy or dispute that the Purchaser may have on such bills shall be sorted out within a reasonable time but payment shall not be with-held by the Purchaser owing thereto.
- 2.2 The liability of the Purchaser to pay the aforesaid outgoings and impositions shall accrue with effect from the date of delivery of possession of the Designated Unit by the Developer to the Purchaser or the 16th day from the date of the Developer giving the Notice for Possession to the Purchaser in terms of clause 4.3 of Section III hereinabove, whichever be earlier.
- 2.3 It is expressly agreed and understood that so long as the Developer or its nominee be the Maintenance In-charge, the Purchaser shall not hold it liable or responsible for rendering any accounts or explanation of any expenses incurred.

PART-II
(RULES AND REGULATIONS)

1. The Purchaser binds himself and covenants:
 - (a) to use the Designated Unit only for the private dwelling and residence in a decent and respectable manner and for no other purposes whatsoever without the consent in writing of the Developer first had and obtained and shall not do or permit to be done any obnoxious injurious noisy dangerous hazardous illegal or immoral activity at the Designated Unit or any activity which may cause nuisance or annoyance to the Co-owners. It is expressly agreed that any restriction on the Purchaser shall not in any way restrict the right of the Developer to use or permit any other Unit or portion of the Designated Block to be used for non-residential purposes.
 - (b) In case the Designated Unit be of Type Duplex/ Penthouse, not to convert the same into two separate Units nor to close, widen, modify or alter the open areas between the upper and lower unit
 - (c) unless the right of parking is expressly granted and mentioned in **PART-II** of the **SECOND SCHEDULE** hereinabove written, the Purchaser shall not park any motor car, two wheeler or any other vehicle at any place in the said premises (including at the open spaces at the said premises) **AND** if the right to park motor car or two wheeler is so expressly agreed to be granted and mentioned in the within stated **PART-II** of the **SECOND SCHEDULE**, the Purchaser shall use the Parking Space(s) so agreed to be granted, only for the purpose of parking of his medium sized motor car (i.e. not exceeding the size of "Ambassador", "Esteem" make) and/or two wheeler, as the case may be. No construction or storage of any nature shall be permitted nor can the same be used for rest, recreation or sleep of servants, drivers or any person whosoever. The Purchaser shall not park any vehicle of any description anywhere within the Building Complex save only at the place if agreed to be granted to him.
 - (d) Not to grant transfer let out or part with the right of parking car or two wheeler to any outsider, if such right of parking is agreed to be granted hereunder, independent of the Designated Unit nor vice versa, with the only exception being that the Purchaser may grant transfer let out or part with the right of parking car and/or two wheeler or the Designated Unit independent of the other to any other Co-owner of the Designated Block and none else.
 - (e) Not to claim any access or user of any other block or building at the said premises except the Designated Block and the Common Areas and Installations mentioned therein and that too subject to the terms and conditions and rules and regulations applicable thereto.
 - (f) Not to put any nameplate or letter box or neon-sign or board in the common areas or on the outside wall of the Designated Unit **PROVIDED HOWEVER THAT** nothing contained herein shall prevent the Purchaser to put a decent nameplate outside the main gate of his Unit. It is hereby expressly made clear that in no event the Purchaser shall open out any additional window or any other apparatus protruding outside the exterior of the Designated Unit save that the Purchaser shall have the right to install window/ split air-conditioners at the place/s provided therefor in the Designated Unit.
 - (g) To apply for and obtain at his own costs separate assessment and mutation of the Designated Unit in the records of The Howrah Municipal Corporation within 06 (six) months from the date of possession.
 - (h) Not to commit or permit to be committed any form of alteration or changes in the Designated Unit or in the beams, columns, pillars & R.C.C. casting of the New Buildings passing through the Designated Unit or the common areas for the purpose of making changing or repairing the concealed wiring and piping or otherwise nor in pipes, conduits, cables and other fixtures and fittings serving the other Units in the Building Complex.
 - (i) to allow the Maintenance In-charge and its authorized representatives with or without workmen to enter into and upon the Designated Unit at all reasonable times for construction and completion of the New Buildings and the Common Purposes and to view and examine the state and condition thereof and make good all defects decays and want of repair in the Designated Unit within seven days of giving of a notice in writing by the Maintenance In-charge to the Purchaser thereabout;
 - (j) to keep the Designated Unit and walls, sewers, drainage, water, electricity, pipes, cables, wires and other connections fittings and installations, entrance and main entrance serving any other Unit in the Building Complex in good and substantial repair condition so as to support shelter and protect the other units/parts of the New Buildings and not to do or cause to be done anything in or around the Designated Unit which may cause or tend to cause or tantamount to cause or affect any damage to any flooring or ceiling of any other portion over below or adjacent to the Designated Unit.

- (k) not to commit or permit to be committed any alteration or changes in, or draw from outside the New Building, the pipes, conduits, cables, wiring and other fixtures and fittings serving the Designated Unit and any other Unit in other portion of the Building Complex.
- (l) to co-operate with the Maintenance In-charge in the management maintenance control and administration of the Building Complex and the Premises and other Common Purposes.
- (m) keep the common areas, open spaces, parking areas, paths, passages, staircase, lobby, landings etc. in the said premises free from obstructions and encroachments and in a clean and orderly manner and not deposit, store or throw or permit to be deposited, stored or thrown any goods articles or things or any rubbish or refuse or waste there in the Common Areas and Installations and the said Premises or dry, hang clothes outside or put slippers or any other material outside the doors of the Designated Unit.
- (n) to abide by and observe and perform all the relevant laws, norms, terms, conditions, rules and regulations and restrictions of the Government, The Howrah Municipal Corporation, CESC Limited, Fire Service Authorities, Pollution Control authority and/or any statutory authority and/or local body with regard to the user and maintenance of the Designated Unit as well as the user operation and maintenance of lifts, generators, tube-well, water, electricity, drainage, sewerage and other installations and amenities at the Building Complex.
- (o) not to alter the outer elevation of the New Buildings or any part thereof nor decorate nor affix any neon-sign, sign board or other thing on the exterior of the New Buildings otherwise than in the manner agreed by the Maintenance In-charge in writing or in the manner as near as may be in which it was previously decorated.

In the event of the Purchaser failing and/or neglecting or refusing to make payment or deposits of the maintenance charges, municipal rates and taxes, Common Expenses or any other amounts payable by the Purchaser under these presents and/or in observing and performing the covenants terms and conditions of the Purchaser hereunder (then without prejudice to the other remedies available against the Purchaser hereunder, the Purchaser shall be liable to pay to the Maintenance-in-charge, interest at the rate of 1.5% per month on all the amounts in arrears and without prejudice to the aforesaid, the Maintenance-in-charge, shall be entitled to:

- a) Disconnect the supply of electricity to the Designated Unit.
- b) Withhold and stop all other utilities and facilities (including lifts, generators, water, etc.,) to the Purchaser and his employee's customer's agents tenants or licencees and/or the Designated Unit.
- c) to demand and directly realize rent and/or other amounts becoming payable to the Purchaser by any tenant or licensee or other occupant in respect of the Designated Unit.

THE SIXTH SCHEDULE ABOVE REFERRED TO :

(EXTRAS)

1.	The Purchaser shall pay to the Developer the following amounts :-	
	(a) Towards Purchaser's share of the costs charges and expenses for procuring electricity connection for the Building Complex, being the lump sum of	Rs.25,000.00
	(b) Towards the costs, charges, expenses for common generator and its accessories for providing about 500 Watts there from to the Designated Unit during CESC Limited power failure, being the lump-sum of	Rs.25,000.00
	(c) The fees of the Developer's Advocates for preparation of this Agreement	Rs.25,000.00
	(d) Towards the proportionate costs and charges for formation of Association	Rs. 5,000.00
	Total :	<u>Rs. 80,000.00</u>

2. In addition to the above specified amounts, the Purchaser shall also pay to the Developer the following amounts:-
- (a) Proportionate share of any costs charges and expenses for setting up or providing any additional or extra common area or installation in variation and/or addition to those mentioned in **PART-I** of the **THIRD SCHEDULE** hereinabove written.
 - (b) All stamp duty, registration fees and allied expenses on execution and registration of this agreement and of the sale deed or deeds and other documents to be executed and/or registered in pursuance hereof
 - (c) Security Deposit and the expenses as may be required by CESC Limited or other electricity provider for individual meter in respect of the Designated Unit directly with CESC Limited or other provider and proportionate share of the security deposit in respect of the common meters in respect of the Common Areas and Installations.
 - (d) Any additional or increased Fees and expenses, if any, payable to the Howrah Municipal Corporation towards Sale/Transfer Permission fees.
 - (e) Any statutory charges/levies by any name called excluding G.S.T, if applicable and payable on construction of the Designated Unit or after the transfer thereof and/or on any amount or outgoing (including Maintenance Charges) payable by the Purchaser in respect of the Designated Unit.

THE SEVENTH SCHEDULE ABOVE REFERRED TO:

Part - I

(Consideration)

The consideration payable by the Purchaser to the Developer for sale of the Designated Unit including G.S.T shall be as follows:-

(i) Flat Consideration including tax	Rs.54,73,850.00
(ii) Consideration money for the parking of <u>NIL</u> Motor car at Covered Car Parking space, if any agreed to be granted to the Purchaser hereunder (Payable simultaneously as per payment schedule)	Rs. NIL
(iii) Consideration money for the parking Motor car at open space / for parking Motorbike at open space, If any agreed to be granted to the Purchaser hereunder(Payable simultaneously as per payment schedule)	Rs. NIL
TOTAL CONSIDERATION:	Rs.54,73,850.00

(Rupees Fifty Four Lakhs Seventy Three Thousand Eight Hundred Fifty) only

THE SEVENTH SCHEDULE ABOVE REFERRED TO :

Part - II

(PAYMENT PLAN)

The said total consideration of Rs.54,73,850.00 (Rupees Fifty Four Lakhs Seventy Three Thousand Eight Hundred Fifty) only, mentioned in **PART-I** of the **SEVENTH SCHEDULE** shall be paid by the Purchaser to the Developer in installments as follows:

- 1) 10% of the consideration equivalent to Rs.05,47,385.00 (including Booking Amount) within 30 days of booking date, on or before the execution of the agreement (Whichever is earlier).
- 2) 20% of the consideration equivalent to Rs.10,94,770.00 within 15 days after completion of foundation of the designated building block.
- 3) 10% of the consideration equivalent to Rs.05,47,385.00 within 15 days after completion of first floor casting of the designated block.
- 4) 10% of the consideration equivalent to Rs.05,47,385.00 within 15 days after completion of second floor casting of the designated block.
- 5) 10% of the consideration equivalent to Rs.05,47,385.00 within 15 days after completion of third floor casting of the designated block.
- 6) 10% of the consideration equivalent to Rs.05,47,385.00 within 15 days after completion of fourth floor casting of the designated block.
- 7) 10% of the consideration equivalent to Rs.05,47,385.00 within 15 days after starting of bricks work of the designated block.
- 8) 10% of the consideration equivalent to Rs.05,47,385.00 within 15 days after starting flooring of the designated block.
- 9) 10% of the consideration equivalent to Rs.05,47,385.00, on the date of Possession being the balance consideration in terms of clause 4.3 of Section III above and dues of extras and deposits along with extra work (if any).

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

SIGNED SEALED AND DELIVERED by the above named **VENDOR** at Kolkata in the presence of:

SIGNED SEALED AND DELIVERED by the above named **DEVELOPER** at Kolkata in the presence of:

EXECUTED AND DELIVERED by the above named **PURCHASER** at Kolkata in the presence of:

DATED THIS 11th DAY OF August 2018

AGREEMENT FOR SALE
BETWEEN

- 1) SM. ASHOKA MUKHERJEE
- 2) SM. NANDINI MUKHERJEE
- 3) SM. ELA ROY
- 4) SRI KAUSTUBHLAL MUKHERJEE
.....VENDOR

AND

PARAMOUNT APARTMENTS PVT. LTD.
... **DEVELOPER**

AND

RANITA GHOSH
CHIRADIP MANNA
...
PURCHASER'S

AGREEMENT
(City Garden – Mandirtala)
184, Shibpur Road, Howrah-2
(Unit No. 5D, 5TH Floor, Block-"F")