

**AGREEMENT FOR SALE**

*THIS AGREEMENT for sale made at Kolkata on this ..... Day of  
..... 2017 the year of Christ;  
BETWEEN*

**G. S. PROPERTIES AND MANAGEMENT PRIVATE LIMITED**, A Private Limited Company duly registered under the Company's Act Having its Registered Office at :-

*Yashraj Complex, Room No. 402, Sector – 16, Plot No. A/1A, Panvel Raigad, Mumbai – 410209, Maharashtra, India, Having its Branch Office at :-*

*89 /4 Nager Bazar Road, 1st Floor, Flat No : 1/1, Kolkata - 700074.*

*Having its Corporate Office at :- Premises No. 1, Crooked Lane, Merlin Chamber, 1st Floor, Police Station – Hare Street, Kolkata - 700069 and being represented by its Directors:-*

**SRI BISWAJIT CHAKRABORTY**, Son of Sri Biswanath Chakraborty, By Faith – Hindu, By Nationality – Indian, By Occupation – Business, Residing at : – 52, R.B.C. Road (Extn.) Dum Dum Cantonment, Police Station – Dum Dum, District – North 24 Parganas, Kolkata - 700028.

**SRI SAUMENDRA NATH SANTRA**, Son of Sri Gour Hari Santra, By Faith – Hindu, By Nationality – Indian, By Occupation – Business, Residing at : – 56/1/1, Bangal Para 2nd lane, Howrah – 711009, hereinafter collectively called the “OWNER” (which expression shall unless be excluded or repugnant to the context be deemed to mean and include each of their respective legal heirs, successors, executors, administrators and assigns). Hereinafter jointly referred to as the OWNER / LANDLORD (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their respective heirs, successors, executors, administrators, legal representatives and assigns) of the ONE PART; (landlords are hereby represented through their constituted attorney);

AND

**S/O:** \_\_\_\_\_,  
by faith \_\_\_\_\_, by occupation \_\_\_\_\_, residing at, \_\_\_\_\_,  
MOBILE NO: \_\_\_\_\_, hereinafter referred to as the PURCHASER (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their heirs, successors, executors, administrators, legal representatives and assigns) of the SECOND PARTY;

AND

**G. S. PROPERTIES AND MANAGEMENT PRIVATE LIMITED**, A Private Limited Company duly registered under the Company’s Act Having its Registered Office at :-

Yashraj Complex, Room No. 402, Sector – 16, Plot No. A/1A, Panvel Raigad, Mumbai – 410209, Maharashtra, India.

Having its Branch Office at :-

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Having its Corporate Office at :-

Premises No. 1, Crooked Lane, Merlin Chamber, 1st Floor, Police Station – Hare Street, Kolkata - 700069 and being represented by its Directors:-

**SRI BISWAJIT CHAKRABORTY**, Son of Sri Biswanath Chakraborty, By Faith – Hindu, By Nationality – Indian, By Occupation – Business, Residing at : – 52, R.B.C. Road (Extn.) Dum Dum Cantonment, Police Station – Dum Dum, District – North 24 Parganas, Kolkata - 700028.

**SRI SAUMENDRA NATH SANTRA**, Son of Sri Gour Hari Santra, By Faith – Hindu, By Nationality – Indian, By Occupation – Business, Residing at : – 56/1/1, Bangal Para 2nd lane, Howrah – 711009, respectively, hereinafter collectively 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 their respective heirs, successors, executors, administrators, legal representatives and assigns) of the THIRD PART;

WHEREAS, here the FIRST PART and the THIRD PART both are same as the owner itself is the Developer, who will Develop the said Property.

1. Preamble:

1.1 G. S. Properties & Management Private Limited hereinafter referred to as the Company, is promoting /developing and constructing a predominantly residential housing project ' G.S – ENCLAVE ', consisting of several blocks having

*different sizes of flats with supporting infrastructure like Car Parking, Common Areas, Amenities, Facilities etc. and also some retail development.*

*1.2 Title Chain: The chain of title for the property and the rights of G. S. Properties & Management Private Limited to develop, sell and transfer the property in the project is fully described in Title Chain described herein below.*

*2. Scheme: The Company has formulated a scheme of development which is divided into different phases and the development will begin with Residential multi-storied blocks. The Company will develop further on the balance land with the respective Landlords in such manner and with such planning as may be desired and/or suitable to the Company. The Company will develop further Blocks and the common areas which will be extended for accessing further lands available with the Company, the said common areas will be developed by the Company and will be used for development of further Blocks, the proportioned area will be maintained and used by*

*The existing Purchasers/ flat owners/residents, and balance mentioned area will be maintained, used and Developed by the Developers solely. However, such areas will be available to the Purchasers/residents for the purpose of ingress and egress as well as for common usage. Be it specifically noted herein that The Club Membership will not be charged to customer in the beginning by virtue of this present Agreement.*

*2.1 Plan: In pursuance of the aforesaid scheme the plans are approved by the South Dum Dum Municipality under West Bengal Municipal (Building) Rules, 1996 and shall include all modifications thereof and/or alterations thereto from time to time as the Company may decide in its sole discretion and/or as may be advised by the architects and/or the authorities (the "Plan") more fully described hereinafter under the head Plan.*

*2.2 Company's Right to alter Plans: The present Building Plans may have to be altered and/or modified from time to time in the event of any addition of development on adjoining land or addition of further floors in the various blocks and all the Purchasers will be deemed to have consented to the same.*

*3. 'G.S – ENCLAVE' is comprised of a number of blocks containing different types and sizes of Residential Flats, Open and Covered Car and Two-Wheeler parking, meant for independent use, as well as a Common area and support infrastructure like water reservoirs, drainage & sanitary networking, electrical installations and internal passages etc. The construction of the same has commenced and the spaces/areas as per Specifications of Construction as mentioned herein below, subject to the right of the Company to lawfully alter the same or any part thereof. The Company presently intends to grant "Ownership" of the Apartments and/4 wheeler parking spaces to Purchasers on terms defined in their respective Letters of Allotment to be followed by STC, and Sale Agreements/Deeds. Without prejudice to the rights of such "Sale Agreements/Deeds, the Company reserves the right to sell, transfer and/or otherwise dispose off the other constructed areas at any time hereafter as the Company may at its absolute discretion, deem fit and proper.*

*3.1 Apartments: Each Residential Block will have a number of Apartments of various sizes being allotted/sold for independent and exclusive use and enjoyment by the prospective Purchasers as owners of flats along with the proportionate share of the land underneath the particular block where the Apartment will be situated together with right to use Common Facilities & Amenities and right to park four wheelers in the Parking Spaces, in the allotted area for the same only if any purchased, by the Purchaser. The Allotment / Sale*

*of the Apartment is subject to exclusive right of the Company for adding more floors in different blocks and none of the Purchasers shall have any right to raise any objection or claim. The ultimate roof will be distributed proportionately to all the purchasers under the roof. The Apartments are and shall be impartible and indivisible Apartments and shall not be partitioned by metes and bounds amongst joint Purchasers/ Apartment Owners.*

*3.2 Alterations in Apartments: The Company shall not make or allow any alteration to be made in the Apartments or any part thereof save as may be thought fit by the Company for improvement in design of the building. The aforesaid policy is being adopted by the Company for timely completion of the Complex in its general interest and in the general interest of the Purchasers also including avoidance of the ongoing work after taking possession of the Apartments.*

*4. Purchaser: Purchaser (s) shall mean the person or persons and/or firm, trust, company etc. who wish to purchase and being allotted by the Company a flat/apartment with/without car parking/two wheeler parking space or any constructed area in the said project 'G.S – ENCLAVE'.*

*5. Parking Spaces: The project shall have a number of car parking spaces (covered) under the roof in the ground floor of each Block and/or in other areas as may be specified, demarcated and determined by the Company. The car parking spaces are not meant for the common/ general parking, all the car parking Spaces are saleable, only the Purchaser of the Car Parking space, will be provided the right to use the allotted parking spaces of only one vehicle of medium / standard size and for no other purpose, nor can the same be enclosed in any manner or used for storage purposes. The same will be demarcated, sold and allotted at the sole discretion of the Company. The Company reserves the authority to allow car parking in other open areas of the Complex, at the same time also retain certain car parking spaces and not sell/ allot the same or utilize portions thereof for other purposes including providing facilities to the other Blocks and the Purchasers will not question such authority. The demarcation of parking area, driveway, green areas etc shall be done by the Company at its sole discretion considering the optimization of parking spaces, and the purchasers shall not have any claim and/or objection for the same. In like manner parking areas allotted/sold for two-wheelers will only entitle the Purchaser to park one two wheeler, all other terms as applicable to the car parking space will also be applicable for two wheeler parking space.*

*The purchaser who has purchased /been allotted a car parking space, will be allowed to park one car only and the purchaser will not be entitled to park any additional vehicles such as cycle, two wheeler in the parking area allotted to him/her/them/it. Company will have the authority to sell the excess car parking spaces to the outsiders or to any flat owner who already having one car parking space and wish to purchase another.*

*5.1 Demarcation/Allotment of Car Parking Space: The demarcation of the Car Parking spaces will be done at the time of completion or delivery of possession of the apartment and the Company will have the sole discretion in this regard. The Car parking spaces will be allotted to the purchaser on first come first serve basis as per the date of booking, and if for any reason the same cannot be allotted in the same block, in that situation the Company reserves the right to allot /offer the parking space in other blocks and/or in area demarcated for the same.*

*6. Allotment: The Company presently intends to invite applications for booking together with prescribed booking amount from intending Purchasers for Allotment of individual Apartments / Parking spaces in prescribed Allotment*

*Forms on the terms and conditions provided therein. Upon acceptance of such applications, subject to availability the Company will grant allotment through an Allotment Confirmation (to be subsequently converted into a Sale Agreement with the specific Percentage mentioned in the Payment Schedule and after that The Deed of Conveyance upon the intending purchaser, making full payment and complying with all other terms and conditions) and the said intending purchaser will be referred to as the Purchaser. The said Allotment Offer will need to be accepted and confirmed by the Purchaser within the time prescribed therein failing which the Company will be entitled to cancel the allotment and forfeit 20% of the Application Fee/ Sale Agreement money paid by the Purchaser in case of any breach of terms and conditions up to first 2 months and if the same happens within next 2 – 6 months then 30% of the Application fee/Sale Agreement money will be forfeited and if the same happens within next 6 – 9 months then 40% of the Application fee will be forfeited and if the same happens after 9 months or more then 40% of the Application fee/ Sale Agreement money will be forfeited. All Allotments will be subject to the terms and conditions provided therein and those provided herein. If there are two or more applicants and/or Purchasers then all of them will be jointly and/or severally liable for compliance of the terms and conditions of this STC (STANDARD TERMS AND CONDITIONS) and due performance and observance of the terms and conditions and service of notice on any of the joint Purchasers will be deemed to be a proper service of notice on all the Purchasers.*

**6.1 Cancellation of Allotment:** *In case the Purchaser fails to make payment within the specified time from the date of Agreement and/or breaches the terms and conditions mentioned in the Allotment Offer and this STC and fails to rectify such breach, within two months from the date thereof, then in such an occasion, the Company / Developer/ Third Part will have the sole and absolute right to cancel the allotment and refund the amount after deducting the specified amount as cost and damages within the specified days in terms of the clause 6 as stated herein above, from notice of termination as mentioned in Clause 6.2 (a) appearing hereinafter. Thus the right of termination of the Allotment will always be the sole and exclusive discretionary right of Developer.*

**6.2 Consequences of Cancellation:** *In the event of the Purchaser or Developer cancelling (cancellation of) the Allotment in the manner provided for hereinabove, then:*

*a) The Developer Company/ Party of the Third Part herein, reserves the right to re-sell such cancelled flat to any new purchaser upon receiving the sale consideration from such new purchaser, the Company shall refund the amount received from the Purchaser after deducting /forfeiting in terms of the clause 6 as stated herein above, of the total consideration amount. In the circumstances, the Allotment Offer and/or the Agreement for Sale shall be cancelled by the Company, and all rights accrued there under to the Purchaser shall stand relinquished/ surrendered with immediate effect.*

*b) It is further place on record of the purchaser that the payment is to be made as per the payment schedule mentioned herein below and if any delayed payment been made by the purchaser or making default in paying the amount as per the payment schedule as mentioned herein below in that case whether the interest will be charged or the agreement will be cancelled, shall be decided absolutely by the Developer/ Party of the Third Part and if any objection been raised after signing of this agreement, or any proceeding / suit has been filed before any Court of Law and equity the same shall not be maintainable in the eye of law.*

7. **Standard Terms and Conditions of Sale (STC):** For the benefit of all Purchaser (s) of Apartment, car / two-wheeler parking spaces and other constructed spaces and in order to bring about uniformity, on the basis whereof such Allotment/ Purchases are granted shall be governed by Standard Terms and Conditions as are mentioned herein and will be restricted to the Residential Complex, unless specifically altered, the right of which lies exclusively with the Company and such other terms, as be agreed between the Company and the Purchaser, will be recorded in their respective Letter of Allotment / Sale Agreement / Deed. It is specifically clarified that the terms and conditions herein contained shall also apply to all subsequent transfers / nominations / assignments / sale by the Purchaser and such transferee /nominee / assignee and buyer, will necessarily be governed by the terms and conditions herein unless otherwise agreed by the Company in writing. These Standard Terms & Conditions of Sale along with confirmation of allotment Letter will supersede all earlier communications, brochures and notifications, including the specification.

7.1 **Modification of the STC:** For the improvement and better operation and management of the Residential Complex as a whole, the Company reserves the right to alter or modify, to add the standard terms and conditions contained herein anytime and the Purchasers shall accept the same without any demur and shall abide and bound by the same.

8. **Specifications:** The specifications of construction with regard to Apartments/ Blocks will be in the process as specifically appearing herein below. The Company reserves its right to alter the same generally or in respect of any Apartment, Block or part of the Residential Complex or the services in accordance with law or statutorily required to do so.

9. **Common Facilities & Amenities:** As earmarked by the Company and more fully described hereinafter, shall be and be deemed to mean the Common Facilities & Amenities to all the flat owners and all its expenses including those for its maintenance, operation, repairing, renovating, painting, rebuilding, reconstructing, decorating, replacing and administration shall be borne by the Purchasers of the Residential Complex in such proportion as the Company may at its sole discretion determine to be reasonable. Maintenance of common Road and Paths will be maintained jointly by the Purchaser & Developer for the areas where the exclusive allocations of Developer stands. The common area for Purchaser will include Trees, Temple, Children's Play Ground, Community Hall, Lobby, Passage, Stair Cases, Water / Sewerage Tank, Drive Way and boundary of parking area and other area/ area as specified hereinafter as COLUMN "A". Maintenance of the aforesaid Common Facilities & Amenities will be the absolute joint liability of the Purchasers only. This to further place on record that Developer will have no proportionate area in the aforesaid spaces and the same will exclusively belong to the Flat Owner's Association. The Company shall handover the said Common areas in favour of the flat owners association for benefit of all the Purchasers of the Residential Complex, subject to the other terms mentioned herein. All other enclosed and non-enclosed spaces shall be under the exclusive ownership and control of the Company for allocation in such a manner as the Company may decide.

9.1(a) The Purchasers will have the right to use the said Common Facilities & Amenities as referred herein below as COLUMN "A", along with other Purchasers in the proposed development subject to compliance of terms and conditions under this STC as well as subject to the rules and regulations to be framed in future for management and maintenance scheme. Since the proposed

*project will be developed in phases, hence for reducing the maintenance costs as well as optimum utilization of amenities, facilities and common areas as referred herein below as COLUMN "A" provided will remain common and available for the use of Purchasers of other phases to be developed in future, by the Company.*

*(b) Moreover, provided that specifications mentioned herein below as COLUMN "B" is for all the purchasers but terms and conditions applicable as mentioned herein below, that is to say the purchaser and/ or purchasers will get such facility and/ or facilities in terms of consideration to be paid as demanded by the Company in case of such Specifications.*

*9.2 Roof: The entire roof, after exploitation of the maximum height (additional floors) for construction of the Block will be and mean the ultimate roof of the Block which will be for common use of all the Purchasers of that particular Block provided that the Company will have the right of putting up signage, advertisements and/or hoarding including neon signs of its name or in the name of its segments and/or affiliates on the roof. Keeping in view the security concern of the Blocks, the Roof shall remain under the control of the Company and/or Management Company appointed and/or nominated by the Company or the flat owners association as the case may be, for maintenance of the Residential Complex (Facility Management Company) with the right of access to individual Apartments for necessary purposes. The Company shall be entitled to construct additional floors even after completion of the Block as may be approved by the concerned authorities, in which event the final roof of such additional construction will mean the ultimate roof of the Block.*

*9.3 Proportionate Share: The Company will fix the proportionate share on the basis of the Built-up Area of the Apartment purchased in proportion to the Built-up Area of all the Apartments including the proportionate land share comprised in the Residential Complex. The Purchaser shall not raise any objection thereto in respect of such proportion as will be fixed by the company. The term 'Proportionate' and its cognate variations wherever used herein shall mean the proportion fixed on the aforesaid basis. Proportionate share with all its cognate variations of any Apartment shall mean the proportion of its Built-Up Area bears to the Built-Up Areas of all the Apartments in the Residential Complex.*

*10. Nomination, Transfer and/or Assignment: In the event of the Allottee/ Purchaser desiring to nominate any other person and or persons on whom the apartment will be transferred or assigned instead of his/her place then he/she would be entitled to do so only after expiry of one year starting from the date of the present Agreement and upon payment of all moneys in terms as agreed upon payment of nomination fees as may be fixed by the Company and prevailing at the time of such nomination. The Purchaser can nominate any other person in his/her place and stead after allotment as per the terms and conditions as mentioned above, payment of nomination charges as fixed by the Company and further subject to the Company being satisfied about the credibility of such nominee and or nominees as the case may be and in the event of such nomination the nominee shall be deemed to have accepted the terms and conditions of the STC.*

*11. Possession: Unless prevented by circumstances beyond the control of the Company, and subject to Force Majeure which shall, inter alia mean non-availability or irregular availability of essential inputs, strike by contractors and/or workmen, litigation and any Acts of God, activities of CESC, State, Municipal Authority, Government and Semi / Non Government Sector other than Developer, the Company shall ensure to complete the said Apartment in all respects within a period of 36+6 (Additional) total 42(Forty-Two)months from*

**11.1(a) Date of Possession:** *The Purchaser shall take possession of the Apartment and four wheeler parking space, as the case may be within 15 days from the date of receipt of the communication from the Developer Company/ Party of the Third Part that the Apartment has been made habitable upon full and final settlement of accounts including the payment of all deposits, advance, maintenance etc.*

*(b) Provided that the construction of all the Residential Complex shall be done as per the Schedule of the Agreement and the purchaser is very much entitled to inspect the allotted flat and/ or flat with such residential complex if it seems to the purchaser and/or purchasers that the allotted flat alongwith the Residential complex is in habitable condition then only the purchaser/ purchasers can take the possession of the said flat/ flats.*

*Moreover, provided that work of Personal Electric Meter, Generator Set & extra power back up for common passage, lifts and other amenities as mentioned in both COLUMN "A" and COLUMN "B" as referred herein after shall be completed as per the schedule of work and before taking possession of the flat/ flats, Purchaser (s) shall entitle to inspect the same and take the possession of the flat/ flats in habitable condition after that only the Purchaser and/ or Purchasers and/ or Party of the Second Part shall be entitled to get register of the final Deed of Conveyances.*

**11.1.1** *If the possession is not taken within a period of sixty days from the date of notice given by the Company, the Company reserve the right to cancel the allotment and shall refund all the amounts paid by the Purchaser as per procedure arid terms mentioned in clause 6.2 (a) hereinbefore.*

**11.1.2** *If the possession is taken after the prescribed period of 15 days as said upon payment of the balance amount, the Purchaser will be, liable to pay the interest for the delayed period at the rate of 24% per annum on the balance due amount.*

**11.1.3. Payments at the time of delivery of Possession:** *In the case where the purchaser intends to take the possession by virtue of a possession Certificate/ letter of the flat/ flats and/ or parking space before the registration of such flat/ flats and/ or parking space been made, such Purchaser shall have to pay the full amount before taking the Possession Certificate/ Letter. Provided that on or before taking possession, the Purchaser shall pay all the amounts due on account of price of apartment and/or parking space, Extra Work (under any special circumstances, if any), Deposits, interests or otherwise that be then payable in terms hereof.*

**11.1.4. Outgoings:** *All expenses and outgoings in respect of the Apartment as taxes, Maintenance Charges and/or otherwise shall become due and payable from the dates specified by the Company for taking possession whether or not actual possession is taken or from the date of taking physical possession, whichever be earlier shall be borne and paid by the Purchaser.*

**12. Free from all encumbrances:** *at or before the Date of delivery of Possession, the Company shall ensure that the Apartment is free from all encumbrances save those created or agreed to be created by the Purchaser for financing payment of instalments to the Company. Until then the Company will be entitled to continue or create any encumbrances on "G.S – ENCLAVE" or any part thereof for obtaining finance for development and other facility for "G.S – ENCLAVE" and every part thereof and the Purchaser consents to the same and shall not raise any objection with regard thereto.*

**13. Management and Maintenance:** *The Management and Maintenance of the Residential Complex amenities, facilities and common portions/areas will be done either by the flat owners association to be formed by the respective Flat owners of the said complex, or by an agency appointed by the Company or by the said Flat Owners Association for the same or through a Facility Management*



*Company which may be incorporated, if so desired. The Company will set up separate accounts of the Maintenance Charges and the same can be handed over to the Flat owners association in due course of time.*

**14. Sinking/Reserve Fund:** *The Flat Owners Association shall maintain a Sinking/ Reserve Fund for the purpose of meeting major repairs, renovations and/or reconstructions of the Common Portions and the Purchasers shall make an initial contribution towards the same and thereafter make such further contributions therein as the said Association may decide from time to time if the quantum of the Sinking/Reserve Fund is needed to be increased. The Sinking/Reserve Fund shall be held, invested and applied by the said Association but otherwise, without requiring their express consent or approval in any manner and/or for any investment or expenses. All expenses from the Sinking/Reserve Fund shall be reimbursed by the Purchasers in proportionate shares within 30 days of being required to do so by the Association. In case of delay or default, the defaulting Purchasers shall be liable to pay interest for the period of delay as per the interest imposed in this instant agreement i.e., 1.5% per month and 18% per annum.*

**15. Association of Apartment Purchasers:** *After completion of the Complex a Flat Owner's Association consisting of Purchasers will be formed. All Owners shall compulsorily become members of the Association. The Company shall be deemed to be members of the Association in respect of the Apartments held by it or remain unsold by it. The Association will continue to avail the said Management and Maintenance facilities only through the Facility Management Company (if so appointed or otherwise as will be practicable).*

**15.1** *It is hereby expressly made clear that there will be only one Association to be formed by the Company and in no event Company will be liable to admit or accept and/or acknowledge any other association nor any of the Owners shall be entitled to become a member of any other association or subscribe to the membership of any other Association.*

**Sale and Conveyance:**

**16.1** *The Sale and Conveyance will be of the Apartment (free from all encumbrances save those expressly mentioned herein) consisting of:*

- a) The Apartment itself*
- b) The car / two wheeler parking space, as the case may be, if purchased and as allotted.*
- c) Proportionate undivided share of land underneath the Blocks only where the Apartment will be located and all common portions mentioned herein.*

**17. Stamp Duties:** *All Taxes, Stamp Duties and/or Registration Fees and other Outgoings becoming payable in any manner in respect of the Allotment Offer, Agreement for Sale and/or Conveyance shall be borne and to be paid exclusively by the Purchaser herein prior to four working days of registration as informed by the Developer/ Party of the Third Part .*

**17.1 Deposit of Stamp and Registration Fees, Advocate's Fees etc:** *Before Delivery of Possession of the Flat/ Flats to, the Purchaser shall deposit 8.5% of the amount estimated by the Company/ Party of the Third Part i.e., G.S. Properties and Management Pvt. Ltd., on the basis of Government valuation to be sufficient for the purpose of doing the registration of flat/ flats as case may be, and/ or Parking Space purchased by the Purchaser/ Party of the Second Part in accordance with law, with the Company, as and when demanded.*

**17.2 Place of Registration:** *The Company/ Party of the Third Part/ Developer shall decide the place of Registration of the Deed of Conveyance and if in any case the Company/ Party of the Third Part/ Developer thinks that commission*

*registry in respect of the Flat/ flats is to be done then in that case the cost of such Commission registry shall be borne by the Purchaser/ Purchasers and the decision of the Company/ Developer shall be final and binding upon such purchaser (s).*

**18. Architects:** *The Architects of G.S – ENCLAVE is \_\_\_\_\_ or such other persons as may be appointed by the Company as the Architects of “G.S – ENCLAVE” and/or its Segments and/or any of them from time to time. The decision of the Company or the Architects shall be final and binding on all matters relating to calculation of areas, construction, specifications, common portions and other matters left to their decision herein and the Purchaser shall not make any disputes or objections thereto.*

**18.1 Additional Consultants, Advisors and Contractors:** *In addition to the Architect/s employed for the Complex, the Company, as and when required may get the Complex and/or additions, alterations thereto planned, constructed, completed and maintained by and under the advice and/or supervision of capable persons and/or firms of national and/or international repute. The Purchasers and/or Owners shall not raise any objection with regard thereto.*

**18.2 Alterations - Statutory:** *If any addition, alteration in any blocks of “G.S – ENCLAVE” is required by the South Dum Dum Municipality or other authority then the Company may do so without any prior intimation to or consent from any Purchaser.*

**19. Built-up Area:** *Built-up area according to the context shall mean and include the plinth area of the Apartment and the thickness of the external and internal walls and columns therein provided.*

**20. Company's Right to Assign:** *The Company may assign its interest or delegate all or any of its rights and responsibilities hereunder including those as Trustees for the Owners to any other person or persons it may deem fit. The Owners shall not object thereto.*

**21. Defect in Workmanship:** *The Purchaser before taking over possession of the Flat/ Flats of the Apartment shall fully inspect the Apartment and point out the defect/ defects, if any, to the Company. The Company shall rectify all such defect/ defects before giving possession of the said Flat/ Flats. The Company shall be responsible or liable to rectify any defects at its own costs and efforts for a period of 3 (three) years from the date of obtaining Completion Certificate from the concerned authority.*

**22. Documentation:** *All letters relating to Allotment, Agreement for Sale, Conveyance and otherwise relating to the Residential Complex “G.S – ENCLAVE” shall be in the form as prepared by the Advocates of the Company namely G. S. PROPERTIES AND MANAGEMENT PRIVATE LIMITED and/or any Advocates duly appointed by the company whoever the Company G.S. Properties & Management Private Limited may think fit and proper. The documents prepared by the Advocates appointed by the company i.e., G. S. PROPERTIES AND MANAGEMENT PRIVATE LIMITED shall be final and binding upon all the Purchasers and/ or Owners and they agree and undertake not to object thereto. They may, at their own costs, seek clarifications and also make suggestions, which may or may not be entertained by the Company or the Advocates at their discretion.*

**23. Extras:** *In addition to the consideration amount towards the Apartment/Parking spaces, as the case may be, the Purchaser shall pay extra amounts for any additional work or any extra items provided in the apartment, in addition to those mentioned in the specification at his/her/their/its request. The purchaser shall also make the payment of extra development cost (EDC) on*

account of various amenities and facilities provided, more fully described in (EDC). The payment of such charges shall also be made as mentioned in the said Schedule.

24. **Deposits & Registration:** The purchaser shall make the deposits on account of Sinking Fund and Advance Maintenance Charges and, shall also be liable to pay the necessary amount as and when demanded by the Company for registration of apartment and/or parking spaces more fully described herein below.

25. **Extension of Dates:** All dates mentioned herein shall stand extended by the period for which the Company becomes unable to fulfil its obligations for reasons beyond its control.

25.1 **Further Expansion/Extension of the Project:** The Company shall be entitled to acquire any contiguous or adjacent lands to the present project, in which event such acquired land will be amalgamated with the existing land contained in the project and thereafter, the Company shall be entitled to construct other building or buildings on such acquired land and the owners of the Apartments of such Buildings will also be entitled to the benefits of all the internal roads, driveways, passages, green areas, facilities, utilities and Common Portions of the project and the Purchasers of the existing project shall be deemed to have consented to the same. The Company shall also be entitled to raise additional floors (if permitted by the authorities) on all or some blocks and no consent shall be required for any such addition, alteration.

26. **Naming of Blocks:** The Company reserves the right to give such name to any Block of "G.S – ENCLAVE" or any of its other components or any of its future expansions / segments, as it may deem fit.

27. **Payment:** All payments will be made by Cheque and/or Demand Draft, as the case may be in favour of G. S Properties and Management Private Limited, having its Branch Office at " 89/4 Nager Bazar Road, 1st Floor, Flat No: 1/1, Kolkata - 700074", Corporate office at "Merlin Chamber", 1, Crooked Lane, 1<sup>st</sup> Floor, P.S.: - Hare Street, Kolkata – 700069. In no event, any Applicant / Purchaser will be entitled to set up any oral agreement. All the payments will be made in Indian Rupees and in respect of all payments made in Foreign Currencies; the same shall be subject to the exchange rate-prevailing on the date of receipt of payment by the Company.

28. **PAYMENT SCHEDULE:**

The purchaser shall pay all the payments for apartment/ car parking space and/or two wheeler parking space as per the table given below. The Company will send a 15 (fifteen) days advance demand letter for every due instalment. As per the demand raised by the Company the Purchaser shall make the payment of such amount within 15 (fifteen) days from the date of demand, and if the payment is not made within such period, the Purchaser will be liable to pay the interest on the entire due amount @ 1.5% per month (18% per annum). If purchaser fails to pay the demand amount along with the interest within sixty days from the date of demand, in such event the Company reserves the right to cancel the allotment and refund the amount to the Purchaser paid by him/her/them/it as per the clause no. 6.2(a) mentioned hereinbefore. In case if the developer will be the defaulter to provide the possession as per the mentioned/Agreed time period, then the Developer will be liable to pay the interest @1.5 per month (18% per annum) to the purchaser, provided the purchaser should maintain the payment schedule without any evasion.

SI.No.	<u>Percentage (%) of Consideration</u>	<u>Particulars</u>

*1	Rs.2,00,000/-(Rupees One Lac)	On booking application fee.
*2	20% (of entire consideration money Including Car / Two-wheeler Parking Space less booking amount)	On the date of signing of Agreement i.e. within 30 days from the date of Application with Application money.
3	20%	On commencement of foundation work
4	10%	On completion of 1 <sup>st</sup> floor casting
5	10%	On completion of 2 <sup>nd</sup> floor casting
6	10%	On completion of 3 <sup>rd</sup> floor casting
7	5%	On completion of 4 <sup>th</sup> floor casting
8	5%	On commencement of Brick work
9	5%	On commencement of plaster work
10	5%	On completion of outside plaster work
11	5%	On commencement of flooring work
12	5%	On Possession or Registration (Together Or which will be earlier)

*In addition to above, the Purchaser will be required to make the payment of any extra work & extra development charges (EDC) as mentioned in Part-I appearing hereinafter. In case the aforesaid payment schedule is not strictly followed then the consequence of the same will be decided at the liberty of the Developer. For any delay in sanctioning of Bank Loan in favour of Purchaser or any delay related thereto, Developer will not be held liable or responsible in any manner whatsoever and in such an occasion if the payment terms of the aforesaid schedule is not strictly followed then Developer will be at liberty to take action as the case may be.*

*29. Remaining Apartments: The right of Purchaser or Purchasers will be restricted to the particular Apartment agreed to be acquired by him / her / them/ its together with right to use the Common Areas and Facilities and together with right to use the parking spaces agreed to be allotted to the concerned Apartment all other unsold Apartments / Open & Covered Parking spaces / and other areas as well as the internal road shall remain vested in the Company with absolute right to deal with the same.*

*30. Rules for Common Enjoyment: The Purchasers/Owners shall observe the common rules with regard to the use and enjoyment of their respective Units/ Car/ Two Wheeler Parking spaces and the common portions as set out more fully described herein below, which rules the Company may add, alter or modify from time to time in the common interest of all Owners of the said complex.*

*s: The Covenants of the Company as a Vendor of the Apartment/ Parking spaces to the Purchaser/ Owner shall be and be deemed to mean as more fully described in Schedule - G hereinafter.*

*32. Mutual Easements: The mutual easements as mentioned in details herein below and are necessary for common use and enjoyment of the common portions/areas, amenities and facilities by all Owners of Phase I and also for the Purchasers in future Phases.*

*33. Words in heading/ bracket: The words used in bold letters as the headings of any Clause or Sub-clause or within brackets herein have the meaning assigned*

*to them in such Clause or Sub-clause, unless contrary to or repugnant to the context.*

**34. Notices:** *All notices and/or communications shall be deemed to be served on the 4th day of the date the same are sent by any means including e-mail. They will be sent to the Purchasers/Owners, at their addresses registered with the Company for the time being. In case of a Company, it will be at the Project Office or Registered Office.*

**35. Arbitration:** *All disputes and/or differences, interpretation of any of the terms and conditions mentioned herein by and between any two or more of the Applicants, Purchasers, Apartment Owners and/or the Company in any manner connected herewith or arising here from shall be referred to the sole arbitrator of an Arbitral Tribunal (Tribunal) appointed by the Board of Directors of the Company, whose decision will be final and binding upon the parties to the reference. The arbitration will be in accordance with the Arbitration and Conciliation Act, 1996.*

*a) Summary proceeding: The Tribunal will be entitled to proceed summarily and will not be bound by any rules of procedure or evidence that can be avoided by it with the consent of or direction by the parties to the reference and it will not be necessary for it to give reasons for its award.*

*b) Time limit: The Tribunal will proceed expeditiously and will make best efforts to give its award within 4 (four) months of its appointment and shall be bound to do so within 6 (six) months there from unless mutually agreed or be decided by the Board of Directors of the Company in exceptional cases. For doing so, the Tribunal may refuse adjournments or to give extensions of any time fixed by it.*

*c) Company may frame rules: The Company may from time to time frame general rules for appointment of the Tribunal and its procedure and/or award and fees and costs to be paid to it and/ or the Tribunal in regard to any arbitration. All arbitrations shall be in accordance therewith and the parties thereto shall observe and be bound by the same.*

**36. Jurisdiction:** *All legal matters arising hereunder shall be subject only to the jurisdiction of the competent Courts at Kolkata.*

### **TITLE CHAIN**

**WHEREAS** *Md. Sairad Hasan and others were the absolute owner of a plot of land Bastu and Danga measuring 40 Cottahs 7 Chittacks 5 sq. ft. more or less out of which already a plot of land measuring 17 Cottahs 7 Chittacks was transferred to the outsider and a plot of land measuring 13 Chittacks 15 Sq. ft. was transferred for making Sitala Mandir and balance a plot of land measuring 22 Cottahs 3 Chittacks 15 sq. ft. more or less was under possession of the above said owners and the above said property situated and lying at mouza Dum Dum House, Touzi No. 179,*

presently 1070/2834, J.L. No. 19, R.S. Khatian No. 125, C.S. Dag No. 332, R.S. Dag No. 1580, C.S. Dag No. 334 and 336.

**AND WHEREAS** One Ramendra Nath Roy purchased a plot of land measuring 22 Cottahs 3 Chittacks 15 sq.ft. more or less more fully described in the schedule herein below from Md. Sairad Hasan and others by virtue of a registered deed of sale in the year 1953.

**AND WHEREAS** One Smt. Bina Pani Roy purchased the above said property more fully described in the schedule herein below from the Said Ramendra Nath Roy by virtue of a registered deed of sale being deed No. 2219 for the year 1972 and copied in book No. 1, Volume No. 55 and registered the same at the sub registration office of Cossipore Dum Dum.

**AND WHEREAS** the said Smt. Bina Pani Roy executed a 'WILL' before her death and Sri Rabindra Nath Roy, husband of Smt. Bina Pani Roy obtained probate from the Ld. Court as per terms and condition of the above said Will and he became sole and absolute owner of the above said property measuring 22 Cottahs 3 Chittacks 15 sq.ft. more or less and enjoyed the said property and seized and possessed of or otherwise well and sufficiently entitled to the said property free from all encumbrances.

**AND WHEREAS** one Smt. Rina Dhar Wife of Sri Pradip Dhar (the vendor herein) purchased above said property measuring 22 Cottahs 3 Chittacks 15 sq. ft more or less more fully described in the schedule herein below from Sri Rabindra Nath Roy by virtue of a registered deed of sale being deed No. 04454 for the year 2011 and copied in book No. 1, CD Volume No. 16, Pages 4312 to 4333 and registered the same at the sub Registration office of Cossipore Dum Dum and mutated her name in the records of South Dum Dum Municipality and thereafter vendor executed Boundary declaration deed in respect of a plot of land measuring 11 (Eleven) Cottahs 5 (Five) Chittacks more or less before registrar of Cossipore Dum Dum by virtue of registered deed being deed 09686 for the year 2011 and copied in book No. 1, Volume No. 26 Pages from 1667 to 1674 and registered the same at the sub Registration office of Cossipore Dum Dum and enjoyed the said property and seized

*and possessed of or otherwise well and sufficiently entitled to the said property free from all encumbrances.*

*AND WHEREAS, One Smt. Rina Dhar wife of Sri. Pradip Dhar had sold their part property a piece and Parcel of a plot of land Measuring about 11 Cottahs 8 Chittacks more or less Together with 500 Sq.Ft. more or less Kancha R.T Shade Structure standing thereon out of a plot of Land measuring 22 cottahs 3 Chittacks 15 Sq.Ft. more or less and the above said property situated and lying at mouza : Dum Dum House, Touzi No: 179, Presently 1070/2834, J.L No. 19, R.S Khatian No: 125, R.S. Dag No: 332, 1580, C.S Dag No: 332, 334 and 336, J.L No. 19, L.R dag No : 934, 935, R.S Khatian No: 125, L.R Khatian No :1598, under South Dum Dum Municipality being Holding No. 330 (Old) & 386/1 (New), R. N. Guha Road, Kolkata – 700074, Ward No. 8 under A.D.S.R Cossipore, Dum Dum to a company **G.S. Properties and Management Private Limited***

***AND WHEREAS** **G.S. Properties and Management Private Limited** has agreed to purchase and the vendor have agreed to sell **ALL THAT** a plot of land measuring 11 (Eleven) Cottachs 5 (Five) Chittacks more or less out of a plot of land measuring 22 Cottachs 3 Chittacks 15 sq. ft. more or less with kancha structure standing thereon by virtue of a registered deed of sale being deed No. 00838 for the year 2012 and copied in book No. 1, CD Volume No. 2, Pages 6034 to 6052 and registered the same at the sub Registration office of Cossipore Dum Dum and mutated her name in the records of South Dum Dum Municipality more fully described in the schedule hereunder written free from all encumbrances*

***Enjoyment By G.S. Properties and Management Private Limited:***

***That said Company thereafter started to enjoy the Said Premises by exercising their valuable Right, Title, Interest and Possession therein***

***No Encumbrances:***

***The Right, Title and Interest of the Owner in the Said Premises is free from all encumbrances whatsoever and they have a good and marketable title thereof.***

***No Requisition:***

***The Said Premises or any part thereof is at present not affected ACQUISITION & any REQUISITION of attached and or is liable to be attached under any decree or order of any Court of Law or sue to INCOME TAX , REVENUE or any other public demand.***

***No Litigation:***

***There are no suits and/or proceedings and/or litigation pending in respect of the premises or any part thereof.***

***Absolute Possession:***

***The entire Said Premises is in the Khas Vacant peaceful and absolute possession of the Owners. There is no other co - sharers or Raiyats or Bargadar or other tenants of the Said Premises.***

***Decision For Development:***

***The Owners have decided to develop the Premises by way of demolition of the existing structures thereon and by preliminary construction of "G + 4" New Building in three blocks being Block No. I, II & III according to the Sanctioned Building Plan thereon through a Developer which has been accepted by the Developer hereinabove.***

*That the Developer will have right to make construction of further floors, if it is permitted by the local authorities, wherein the Owners will have no claim on the further constructed floors.*

***Offer For Development:***

*The Developer after coming to know the decision of the Owners for developing the Said Premises has approached the Owners by accepting the offer of the Owners and made the representation to develop the Said Premises according at their own cost which was granted by the Owners through execution of this Development Agreement as a contract according to Indian Contract Act.*

***Reliance On Representation:***

*Relying on the representation of the Developer, the Owner has agreed to develop the Said Premises through the Developers in accordance with the building plan as sanctioned by South Dum Dum Municipality.*

### **Specifications of Construction**

*Specifications of construction of the Blocks and the Apartments/Flats will be as follows but the Company reserves the right to alter and/or modify any of them as and when advised by the Architect, Consultants and/or Authorities.*

***Foundation:***

***R.C.C. Foundation.***

***R.C.C. Framed Structure with 200 mm thick peripheral walls including plaster.***

***Brick work: Internal Partition 100 mm thick or 125 mm including plaster as required.***

***Flooring:***

***Ceramic tiles/Vitrified tiles or Marble in drawing, dining and bedrooms.***

***Ceramic tiles or Marble in the floor and designer ceramic Tile DADO (up to 5 feet) in bathrooms***

***Ceramic tiled flooring with black stone counter and ceramic tiled DADO (above the kitchen counter up to 2 feet) with stainless steel/Black Stone sink.***

***Doors and Hardware:***

***Painted/Polished or laminated flush main door.***

***Flush door in bedrooms, and PVC Door in bathrooms and kitchen.***

***Good quality hardware fittings.***

**4. Windows:**

***Still or Natural anodized Aluminium windows with glass panes or wooden.***

**5. Internal Finish:**

***Plaster of Paris on wall & ceiling.***

**6. External Finish:**

***I. Mix of textured paint and waterproof-cum-weatherproof paint for external walls.***

**7. Sanitary ware and fittings:**

***White sanitary wares of reputed brands.***

**II. C.P. fittings of reputed brands.**

**8. Electrical:**

**I. AC point in master bedroom as per requirement (payable**

**Rs. 8, 000/- per point)**

**II. Geyser point in bathroom attached with bedroom.**

**III. Telephone/ Intercom/ Cable TV points in drawing room.**



IV. Adequate number of light, fan and plug points only, as suggested by the Architect

V. Concealed copper wiring of reputed brand.

VI. Good Quality Piano Type Switches.

VII. Safety Equipments such as circuit breakers e.t.c.

9. Plumbing and water Line:

I. Soil, waste & rainwater P.V.C. pipe of good quality.

II. Good quality PVC pipes for internal pipeline in bathroom and kitchen.

Any request regarding extra work will not be entertained till the completion of the project and till the time of obtaining Completion Certificate from the competent authority. Any extra work if desired by the Purchaser, the same will have to be done individually at the cost and expenses of the Purchaser only after completion of the project.

**COLUMN "A" [Common Facilities and Amenities]**

Driveway;

Security Room;

Entrance lobby;

Staircases and such other commons areas earmarked for Common use;

Common toilets in the ground floor or in other area in the building;

Electrical Meter rooms;

Overhead Water Tank;

Water Reservoir;

Staircase Overhead;

Lift Machine Room;

Lifts;

Electrical installations;

Fully Developed Infrastructure;

Adequate Power Back-up for Common Passage lighting, Lift, and water Supply pump only;

Sewerage Network;

DG Generator sets and control panels (optional);

Expenses of the Common Portions including the Common Facilities & Amenities as mentioned in COLUMN "A", herein above will be proportionately shared by all the Co-Owners of such Parts and will be as follows:

Costs and expenses relating to any Block shall be borne by the Owners of that Block in such shares as the Company or the Facility Management Company shall estimate and decide.

Some expenses mentioned herein may be common to all the Owners or only to those of any particular Block as be decided by the Company or Facility Management Company.

All common maintenance expenses shall inter-alia include the following:

All expenses for maintaining, operating, repairing, renovating, painting, rebuilding, reconstructing, decorating, replacing, amending, renewing and where appropriate cleansing would be borne by the Association.

The passageways, driveways and the other open areas in the Residential Complex meant for common use of all Owners.

Light posts / bulbs in the Common Areas of the Residential Complex and the Blocks.

*The lifts and lighting of the Common Areas of the Blocks.*

*All the equipments in the Service Area.*

*The structure of the Blocks and their roofs, foundations and walls, the plumbing lines in the Blocks and those connected to the Blocks, the pathways, approach roads and the car parks within the Blocks.*

*Pumps*

*Generator*

**EPABX/CCTV(Optional)**

*Apart from the above, if any other facilities or amenities provided for common use of all the flat owners of “G.S - ENCLAVE”.*

*Operational: All expenses for running and operating, including electricity charges of the utilities and facilities, which shall include cost of repairing, upgrading, renovating or replacing any of them.*

*Staffs: The Salaries, emoluments and other financial benefits of the persons to be employed by the Company/ Party of the Third Part for managing and maintaining the COMMON AREAS and FACILITIES and UTILITIES of “G.S – ENCLAVE”.*

*Insurance: Costs towards payment of premium for insuring the Blocks in the Residential cum Commercial Complex and the facilities and the utilities in the Service Area.*

*Statutory Taxes and Outgoings: All rates, levies, taxes or fees that are to be paid by the Company for providing the services by the Company or P.M.C. which are payable under any existing law or enforced under any other enactment in future on and from the date of taking peaceful khas and vacant possession of the residential units / Flats / Car Parking Spaces.*

*Others: Any other expenses incurred by the Company in respect of the Residential Complex or the Service Area, not specifically mentioned herein including, but not restricted to, litigation expenses.*

*So long the Company will manage and maintain the complex, it will have full power and authority to implement the rules, regulations, by-laws including the terms mentioned in this present as may be framed for maintenance and management of the complex. Once the Company forms an Association and hands over the management and maintenance to the Association/PMC, in such event, all such powers and right will be vested with such Association save and except those, which the Company would retain with itself.*

**Part -1 Extra Development Charges (EDC)**

<i>Sl.No.</i>	<i>Facilities</i>	<i>Amount in respect of 1 Bed Room Flat (Rs.)</i>	<i>Amount in respect of 2 Bed</i>	<i>Amount in respect of 3 Bed Room Flat (Rs)</i>
<i>1.</i>	<i>Individual CESC meter installation security deposit at CESC, Commissioning charges, main Switch Purchase and Installation</i>	<i>12,000/-</i>	<i>15,000/-</i>	<i>18,000/-</i>

2.	<i>Water Treatment Plant</i>	12,000/-	15,000/-	18,000/-
3.	<i>CESC Transformer and service line</i>	15,000/-	20,000/-	25,000/-
4.	<i>Single phase Generator (only for common passage Excluding Pump and Lift)</i>	15000	15000	15000
<i>Total</i>		54,000/-	65,000/-	76,000/-

10. *Whether any extra work to be done or not shall be decided by the Company/ Party of the Third Part with a proviso that if the Company agrees that the same will be done, the cost for such Extra Work shall be borne in advance and to be paid in the office i.e., 1, Crooked Lane, “Merlin Chamber”, Kolkata- 700069. Registration*

- A. *The amount required for stamp duty as the then prevailing rate.*
- B. *The amount required for registration fees at the then prevailing rate.*
- C. *Registration fees have to be submitted at the office of the Developer minimum 4 working days before the date of Registration.*

#### **COMMON RULES**

*The Purchasers shall not:*

*Affix any or install any antenna or apparatus on the ultimate roof of the Block or any open terrace that may be part of any Apartment or in the windows/ balconies/ varandah thereof.*

*Carry on any work of fittings, fixtures or anything related in any manner whatsoever in connection with construction of any nature or completion thereof inside the Apartment, excepting between 9:00 am to 06:00 pm and while carrying on such work to ensure that no annoyance or disturbance is caused to the other residents.*

*Commit or permit to be committed any alteration or changes in the pipes, conduits, cables and/or any other fixtures or fittings serving any of the Apartments or the Blocks.*

*Claim any right of pre-emption or otherwise regarding any of the other Apartments or any portion of the Block and/or the Residential Complex.*

*Do or cause to be done anything which may cause any damage to or affect the Block, or any portion thereof in any manner whatsoever, including but not restricted to, the flooring, ceiling, walls, pillars or beams, or the use or enjoyment of any of the other Apartment-Owners.*

*Do or permit to be done any act, deed or thing which is likely to cause nuisance or annoyance or hurt, injure or cause provocation of the religious sentiments and/or feelings of any other occupants of the Residential Complex or “G.S – ENCLAVE” or cause disharmony amongst them.*

*Do or permit any act, deed, matter or thing to be done which may render void or make void any insurance in respect of the Apartment or the Block or cause the premium for the insurance to be increased.*

*Hang from or attach to the beams or the rafters of any part of the Apartment or the Block any articles or machinery the weight whereof may or likely to affect, damage or endanger the construction of the Block or any part thereof, nor affix or draw any wire, cable, pipe from, to or through any Common Portions or outside walls of the Block or other parts of the Premises.*

*Install any air-conditioner, except in the approved place or install any outdoor unit of split air-conditioners without prior written permission from the Company.*

*Keep or allow to be kept any combustible, obnoxious, hazardous or dangerous articles in the Apartment or the Common Portions which may be injurious or obnoxious to the other Purchasers/occupiers of the Block or such articles which are so heavy as to affect or endanger the structure of the Block or any of its portion or of any fittings or fixtures thereof, including but not restricted to, windows, doors, floors, beams, pillars, lift or the staircase.*

*Make any internal addition, alteration and/or modification in the Apartment save in accordance with the then existing Building Regulations and prior permission there for having been taken from the appropriate authorities as also from the Company nor alter the outer elevation of the Block or the Apartment, or any part thereof, nor decorate the exteriors thereof in any manner whatsoever, nor affix or change the design or the place of the grills, the windows or the main door of the Apartment, with out approval.*

*Put up or affix any sign board, name plate or other things or other similar articles over the Common Facilities & Amenities as mentioned herein above as COLUMN- "A" or outside the Apartment save at the places provided therefore provided that the Apartment Owner; may display a small and decent name-plate outside the main door of the Apartment.*

*Question the quantum of any amount levied upon the Apartment Owner by the Company on any account whatsoever.*

*Question the quantum of proportionate common area (for Super Built up).*

*Throw or accumulate or cause to be thrown or accumulated any rubbish or refuse in the Common Portions save at the places earmarked therefore nor place or cause to be placed any article in the Common Portions.*

*Use or permit to be used any of the facilities and/or utilities in the Residential Complex in case the Apartment Owner breaches any of the conditions mentioned herein till such time the breach continues.*

*Use the Parking Space, for any purpose other than for parking of middle/standard size light passenger motor vehicles and two wheelers or to partition the same in any manner or bring any Car/Two wheeler, inside the Complex if he/she/they/it does not own a parking space for the same.*

*Restrict the full and unrestricted enjoyment of the Easements to any other owner/occupier of the Block.*

*The Purchaser shall:*

*Maintain the Residential cum Comercial Complex for the purposes, with the intent and object for which the same is constructed.*

*Assist the Company or the Facility Management Company, as the case may be, to form the Association of Owners and strictly abide by all the Rules and Regulations of the Association so formed.*

*Co-operate and assist in all manner with the Facility Management Company in carrying out its day to day activities and obligations and, in particular, abide by, observe and/or perform all the relevant laws, terms, conditions, rules and regulations regarding usage and/or operation of water, electricity, drainage, sewerage, lifts, tube wells, generator and/or other installations and/or amenities in the Residential Complex or the Service Area and indemnify and keep the Company as also the Facility Management Company saved, harmless and indemnified from and against all losses, damages, costs, claims, demands, actions and/or proceedings that the Company and/or the Facility Management Company*

*may suffer or incur due to any non-abidance, non-observance, non-performance, default or negligence on the part of the concerned Owner.*

*Maintain, at their own costs, their respective Apartment in the same good condition, state and order in which the same will be delivered to them, normal wear and tear accepted.*

*Abide by and/or comply with all statutory laws, bye-laws, rules, regulations and/or restrictions that are to be abided by or complied with Owners or Occupiers of multi storied buildings in the State of West Bengal.*

*Pay charges for electricity only relating to the Apartment and proportionately relating to the Common Areas, Utilities and Facilities.*

*Pay proportionate charges for electricity, including those for loss of transmission, till such time a separate meter is not installed for the Apartment and after installation by CESC, timely pay all charges and/or deposits to ensure that none of the other Purchasers or the Facility Management Company is hindered in any manner for any none or untimely payment.*

*Pay the proportionate rates, charges and fees of the concerned authority till such time the Apartment is not mutated and separately assessed by the authorities and thereafter timely pay all rates and taxes of the concerned authorities to ensure that none of the other Purchasers or the Facility Management Company is hindered in any manner for any none or untimely payment.*

*Pay such further Deposits as be required by the Company from time to time.*

*Pay, within 7 (seven) days of being called upon to do so, the proportionate Common Expenses mentioned in Schedule- D as also all other outgoings related to the Apartment, the Block and the Residential Complex including proportionate expenses relating to the replacement of any equipments.*

*Keep the Apartment and every part thereof, including all fixtures and fittings therein or exclusive thereto properly painted, in good repairs in a neat and clean condition and in a decent and respectable manner.*

*Maintain and be responsible for the structural stability of the Apartment and not to do any act, matter or thing which may affect: the structures of the Block.*

*Use the Apartment, the Parking Space and the Common Portions carefully, peacefully and quietly and only for the purpose for which it is meant unless otherwise approved.*

*To sign such forms, give such authorities and render such cooperation as may be required by the Company.*

*Allow the Company, with or without workmen, upon prior reasonable notice to enter into the Apartment.*

*Ensure that the entirety of the Residential Complex is maintained in a decent manner.*

*Pay, and hereby undertakes to pay such damages on demand as ascertained by the Company for the breach of any of the covenants herein contained within the due date therefore as mentioned in the demand.*

*Pay and hereby undertakes to pay interest at the rate of 1.5% per month in the event, the concerned Purchaser (s) fails or neglects to pay the damages for the breach of any covenant within the due date of demand till the date of payment and hereby further undertakes that in the event the said damages and the interest thereon is not paid within 30 (Thirty) days from the date of demand, the concerned Purchaser shall not use, till such time the entirety of the said damages and the interests thereon are paid, any of the Utilities & Facilities in the Block including, but not restricted to, the water supply, electricity, lift, club and other facilities provided in the complex, and hereby authorizes the Company to discontinue any or all the Facilities & Utilities.*

*Provided that purchaser/ party of the first part is required to pay the entire amount of consideration prior to 4 (four) working days of Registration of Deed of Conveyance.*

*It has been agreed by the Party of the Second part/ Purchaser that, in the case, where the measurement of the flat exceeds the measurement mentioned in the Sale Agreement, in that case cost for additional area/ areas shall be borne by the Purchaser/ Party of the Second Part exclusively without which registration of Deed of Conveyances shall not be done and such amount is required to be given to the Developer/ Party of the Third part prior to 4 (four) working days of Registration of Deed of Conveyance.*

*Provided that Registration of Deed of Conveyance shall not be done unless and until the full payment of construction of allotted flat/ flats along with the registration fees and stamp duties shall be paid within the period of time as mentioned herein above. Moreover it is hereby stated, agreed by and between the parties that after full payment of the amount finally the Surveyor engineer as duly appointed by the Developer and/ or by the Party of the Second Part/ Purchaser, as case may be, whichever decided by the party herein, accordingly if any excess measurement will be demarcated such amount of excess square feet shall be paid within time as demanded by the Developer/ Party of the Third Part and if any default been made by the Party of the Second Part/ Purchaser in paying such amount of Construction and such excess amount of registration which includes Registration fees, stamp duties and other Miscellaneous Expenses, whether the Registration will be done and/or will be cancelled/ postponed, shall be decided by the Developer/ Party of the Third Part.*

*Observe, perform and comply with the conditions mentioned in other parts of this Schedule.*

#### MUTUAL COVEANANTS

*Absolute Right: The Company has full and absolute right, title and authority to sell, transfer and execute the Deed of Conveyance of the Apartment in favour of the Purchaser above named.*

*Have and hold: The Purchaser shall be able to have and to hold, own and enjoy the Apartment and its rent issues and profits subject to this STC and the other rules, regulations framed as maintenance and management scheme.*

*Further acts for title: The Company shall, at the cost of the Purchaser, do all such acts and execute all such documents as be reasonably required assuring the Apartment unto the Apartment Owner and shall also produce all documents relating to title unless prevented by any reason beyond its control.*

*Purchasers Covenants: The Covenants of the Purchaser i.e. the Purchaser with the Company and through the Company with all other Purchasers/Owners of the Residential Complex shall and be deemed to be:*

*Residential: To use the Apartment for residential purposes only and not to use the same for running a boarding house, business/ professional chamber, office or any other purposes whatsoever.*

*Obstruct easements: Not to obstruct in any manner to the development or dealing by the Company of any part of the project or any modification extension thereof, in such manner as the Company may decide to do from time to time.*

*Apportionment of Apartment: Not to partition the Apartment and, if the Apartment comprises of the right to park more than one cars or two-wheelers in the Parking Spaces, then such additional Parking Spaces shall not be sold to any other person but to an Apartment Owner in the same Block save that with the prior permission of the Company/its appointee or the Facility Management Company, the same can be sold to an Owner of another Block in the event no buyer is available in the same Block.*

*Breach after Possession: Not to use or permit to be used any of the facilities and/or utilities in the Residential Complex in case, the Purchaser breaches any of the conditions mentioned till such time the breach continues.*

*Restriction on construction: Not to carry on any construction/ improvement work which may in any way be inconvenient to the neighbours or to Owners of other Apartments save and except with the prior permission of the Company in writing and if permitted to do so to complete the same within the time frame permitted.*

#### **MUTUAL EASEMENTS**

*The following shall be reciprocal easements regarding the Apartment / Parking spaces and/or the Common Portions/Service Area between the Purchaser/Owner and the Company and/or the Purchasers/Owners of other Apartments from the Company:*

- 1. The right of ingress to and egress from the Apartment over the Common Passages and Lobbies including the right of way over the drive ways and pathways, with or without vehicles.*
- 2. The right of access to wires, cables and other equipments and of utilities including connections for water, electricity, telephone, cable-TV, internet and all other utilities to and through each and every portion of the Premises including all the Apartments therein.*
- 3. The right of support, shelter and protection of each portion of the Block by the other portions thereof.*
- 4. Such other rights, supports, easements and appurtenances as are usually held occupied or enjoyed as part or parcel of the Apartment or necessary for the exclusive use or enjoyment thereof by the Purchasers in common with each other subject however to the other conditions herein.*

#### **PLANS**

*The Company, G.S. Properties & Management Private Limited after entering into a Development Agreement with the existing Landlords and after obtaining a Registered General Power of Attorney have duly applied for plans in the name of Landlords for the landed property lying and situated at and being R.S. Dag No. 1964 corresponding to L.R. Dag No. 1151, R.S. Khatian No. 446 corresponding to L.R. Khatian No. 11436, 11437, J.L. No. 100, Mouza – Bandhgora, respectively, consisting of several blocks of residential cum Comercial building/s with car parking/two wheeler parking, common facilities and other allied structure the same were sanctioned by the South Dum Dum Municipality being No. \_\_\_\_\_ dated ON \_\_\_\_\_.*

#### **NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:-**

*That after being fully satisfied with the title of the property and construction and internal arrangements as well as terms and conditions as mentioned herein above the Purchaser has agreed to purchase and the Vendor as well as the Developer/ Confirming Party*

*have agreed to sell a self-contained FLAT / CAR PARKING SPACE/COMMERCIAL SPACE at or for a consolidated consideration of Rs, \_\_\_\_\_/- (Rupees, , \_\_\_\_\_) only (G.S.T. Extra) which is more fully described in the schedule "B" hereunder written in the*

*proposed new building out of the Developers allocation under certain specific terms and conditions as has been specifically mentioned herein in favour of the Purchaser herein.*

*That it is recorded that simultaneously with the execution of this agreement, the Purchaser has paid to the Vendor through Developer / Confirming Party a part consideration of Rs, \_\_\_\_\_/- (Rupees, , \_\_\_\_\_) only(.G.S.T EXTRA).*

*Price of the Apartment & appurtenances/  
COMMERCIAL SPACE: - Rs,XXXXXXXX/-*

*Price of the Open/Covered Car Parking  
Space: - Rs, XXXXX/-*

*Total Rs,XXXXXXXX/-  
(IN WORDS \_\_\_\_\_*

*ONLY). G.S.T EXTRA.*

*In terms of the payment schedule as mentioned herein above in Clause 28.  
That the Purchaser has agreed to abide by all the relevant terms and conditions of this agreement in clause 1 to 37 as mentioned herein above.*

*That at all material point of time this agreement will supersede all other verbal commitment and arrangements by and between the parties herein and all the transactions in future will be given effect in terms of this Agreement for Sale.*

#### **THE SCHEDULE "A" ABOVE REFERRED TO**

*All that a piece and Parcel of a plot of land Measuring about 11 Cottahs 8 Chittacks more or less Together with 500 Sq.Ft.more or less Kancha R.T Shade Structure standing thereon out of a plot of Land measuring 22 cottahs 3 Chittacks 15 Sq.Ft. more or less and the above said property situated and lying at mouza : Dum Dum House, Touzi No: 179, Presently 1070/2834, J.L No. 19, R.S Khatian No: 125, R.S. Dag No: 332, 1580, C.S Dag No: 332, 334 and 336, J.L No. 19, L.R dag No : 934, 935, R.S Khatian No: 125, L.R Khatian No :1598, under South Dum Dum Municipality being Holding No. 330 (Old) & 386/1 (New), R. N. Guha Road, Kolkata – 700074, Ward No. 8 under A.D.S.R Cossipore, Dum Dum. The Said Plot is butted and bounded as follows*

***ON THE NORTH ; BY HOUSE OF HARADHAN BANIK & SUDHAN BANIK & SANTOSH & 12 FT WIDE ROAD***

***ON THE SOUTH : BY HOUSE OF SUKUMAR PAUL***

***ON THE EAST ; BY HOUSE OF TAPAN MAJHI, MAITRAY ROY, 6 FT WIDE ROAD, HOUSE OF RITA MONDAL AND GOBINDO BARUL***

***ON THE WEST : BY R. N GUHA ROAD AND HOUSE OF GOURANGA DAS, RABINDRA NATH SAHA, BOSE HOUSE AND MAA SITALA MANDIR***

#### **THE SCHEDULE "B" ABOVE REFERRED TO**

*All that self-contained Flat No:\_\_\_\_\_, Project Named As G.S ENCLAVE, measuring a super-built-up area about \_\_\_\_\_ Sq.ft be the same a little more or less including the undivided impartible proportionate share or interest over the Land*



*as described in the schedule "A" herein above, consisting of 2 room, 1 drawing and dining, 1 kitchen, 2 toilet, 1 Lobby at the \_\_\_\_\_ Floor, \_\_\_\_\_ side facing situated lying at and being Comprised in mouza : Dum Dum House, Touzi No: 179, Presently 1070/2834, J.L No. 19, R.S Khatian No: 125, R.S. Dag No: 332, 1580, C.S Dag No: 332, 334 and 336, J.L No. 19, L.R dag No : 934, 935, R.S Khatian No: 125, L.R Khatian No :1598, under South Dum Dum Municipality being Holding No. 330 (Old) & 386/1 (New), R. N. Guha Road, Kolkata – 700074, Ward No. 8 under A.D.S.R Cossipore, Dum Dum.*

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

*Signed, Sealed and Delivered*

*In presence of the following*

*Witnesses:*

*1.*

*2.*

***SIGNATURE OF THE VENDOR/OWNER***

***SIGNATURE OF THE PURCHASER***

*Drafted by me:-*

***SIGNATURE OF CONFIRMIN PARTY***

***ADVOCATE  
High Court, Calcutta***