

## AGREEMENT FOR SALE

1. Date: \_\_\_\_\_

2. Place: Kolkata

3. Parties:

3.1 MR. RUMESH KUMAR HANDA (PAN - AAQPH9906C), son of Late M.L. Handa, by faith - Hindu, by Nationality Indian, by Occupation - Retired IPS Officer (Retired as DGP Sikkim) by Nationality - Indian, residing at residing at DA-196, Sector - I, Salt Lake City, Post Office - Salt Lake, Police Station - Bidhannagar North, Koilcata - 700064.

3.2 MR. ROHIT HANDA (PAN - ABZPHO513M), son of Mr. Rumesh Kumar Handa, by Nationality Indian, by faith - Hindu, by occupation - Business, both residing at DA-196, Sector - I, Salt Lake City, Post Office Salt Lake, Police Station - Bidhannagar North, Koilcata- 700064

(Collectively Owners which expression shall unless excluded by or repugnant to the subject or context be deemed to mean to the subject or context be deemed to mean and include their successors in office, successors in interest, representatives, administrators or assigns )

AND

3.3 HAALISZ DEVELOPERS PRIVATE LIMITED (PAN No. AACCH5927Q), a company incorporated and registered under the Companies Act, 1956, having its registered office at 139, Karaya Road, 1 Floor, Post Office - Circus Avenue, P.S. Beniapukur, Kolkata-700017, represented by its Authorised Representative ADIL AMAN ALI (PAN ADDPA1786F), son of Md Asghar All, by faith-Islam, by Nationality-Ind4an, by Occupation Business, residing at 36/1 Jhawtall Road, P.O. Ballygunge, P.S. Karaya, Kolkata 700019, District - South 24-Parganas ("DEVELOPER) which expression shall unless excluded by or repugnant to the subject or context be deemed to mean to the subject or context be deemed to mean and include the successors, successors in office /interest, administrators and assigns )

AND

3.4 \_\_\_\_\_ CIN no. \_\_\_\_\_) a company incorporated under the provisions of the Companies Act, 1956. or Companies Act, 2013 (as the case may be), having its registered office at (PAN \_\_\_\_\_), represented by its authorized signatory, \_\_\_\_\_ (Aadhaar no. \_\_\_\_\_) duly authorized vide board resolution dated \_\_\_\_\_ hereinafter referred to as the "Allottee / Purchaser" (which expression shall unless repugnant to the content or meaning thereof be deemed to mean and include its successor-in-interest, and permitted assigns).

3.5 M/s \_\_\_\_\_ a partnership firm registered under the Indian Partnership Act, 1932 having its principal place of business at, (PAN \_\_\_\_\_), represented by its authorized partner \_\_\_\_\_ (Aadhaar no \_\_\_\_\_) duly authorized vide \_\_\_\_\_ hereinafter referred to as the "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the partners or partner for the time being of the said firm, the survivor or survivors of them and their heirs,

executors and administrators of the last surviving partner and his/her/their assigns).

OR

3.6 Ms. \_\_\_\_\_ (Aadhaar no. \_\_\_\_\_) son / daughter of \_\_\_\_\_, aged about \_\_\_\_\_ residing at \_\_\_\_\_ (PAN \_\_\_\_\_) hereinafter called the "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted assigns).

OR

3.7 Mr. \_\_\_\_\_ (Aadhaar no \_\_\_\_\_) son of \_\_\_\_\_ aged about \_\_\_\_\_ for self and as the Karta of the Hindu Joint Mitakshara Family known as HUF, having its place of business / residence at \_\_\_\_\_ (PAN \_\_\_\_\_), hereinafter referred to as the "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean the members or member for the time being of the said HUF, and their respective heirs, executors, administrators and permitted assigns).

(Collectively BUYERS which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their/his/her heirs, executors, legal representatives, successors and/ or assigns)

Owners, Developer and Buyers collectively Parties and individually Party.

**NOW THIS AGREEMENT WITNESSES, RECORDS, GOVERNS AND BINDS THE CONTRACTUAL RELATIONSHIP BETWEEN THE PARTIES AS FOLLOWS:**

**4. Subject Matter of Agreement:**

**4.1 Transfer of Said Unit And Appurtenances:** Terms and conditions for transfer of:

**4.1.1 Said Unit:** Residential Flat No. " \_\_\_\_\_ " of the " \_\_\_\_\_ " Floor, of the New Building named " \_\_\_\_\_ ", having carpet area \_\_\_\_\_ corresponding Covered / Built Up area \_\_\_\_\_ corresponding built-up area of \_\_\_\_\_ Square Feet, consisting of \_\_\_\_\_ (\_\_\_\_) bed rooms, \_\_\_\_\_ (\_\_\_\_) toilets, (one) kitchen, 1(one) living/ dining room and 1[one] balcony \_\_\_\_\_ described in Part-I of the 2<sup>nd</sup> Schedule below (Said Unit), situated at  
Municipal \_\_\_\_\_ Premises \_\_\_\_\_ No.

\_\_\_\_\_ described in the Part II of the 1<sup>st</sup> Schedule below (Said Land).

**4.1.2 Land Share:** Undivided, impartible, proportionate and variable share in the land comprised in the Said Premises, as is attributable to the Said Unit (Land Share). The Land Share is/shall be derived by taking into consideration the proportion which the built-up area of the Said Unit bears to the total built-up area of the Said Building.

**4.1.3 Parking Space:** The right to park One Medium size car in the building, described in Part-II of the 2<sup>nd</sup> Schedule below (Parking Space).

**4.1.4 Share In Common Portions:** Undivided, impartible, proportionate and variable share and/or interest in the common areas, amenities and facilities of the Said



below (collectively Common Portions) The Share In Common Portions is/ shall be derived by taking into consideration the proportion which the built-up area of the Said Unit bears to the total built-up area of the Said Building.

The Said Unit, the Land Share, the Parking Space, and the Share In Common Portions, collectively described in Part-III of the 2<sup>nd</sup> Schedule below (collectively Said Unit And Appurtenances).

5. **Background:**

- 5.1 **Ownership of Mr. R.K. Handa in respect of 1<sup>st</sup> Property :** Mr. R.K. Handa, more fully known as Rumesh Kumar Handa purchased all that piece and parcel of land containing 4 cottahs 5 chittacks 8 Square feet, measuring 70 ft. in the north side 41 feet in the eastern side 84 feet in the southern side and 43 feet in the western side on the North by land of Shrimati Shantimayee Biswas on the South by and East by the land of Shrimati Rashmoni Das on the west by a drain and then by a road both together being about 10 feet in width situated lying at and being located within Mouza Kaikhali gram Police Station Rajarhat, Sub - Registrar office, Cossipore Dum Dum, District North 24 Parganas and being a portion of Land recorded under District North 24 Parganas Touzi no.172 J.L. No.5, Resa No.115, Klatian No.597 (old No.143 Dag No.289 /647 by virtue of a registered Deed of Sale dated 21st September 1978 recorded in Bool I Volume No.2 10 pages 91 to 95 being No.6454 for the year 1978 registered in the office of District Registrar Alipore 24 Parganas executed by Shrimati Dipali Roy in favour of Mr. R.K. Handa.
- 5.2 **Ownership of Mr. R.K. Handa in respect of 2<sup>nd</sup> Property :** Mr. Rohit Handa, purchased all that piece and parcel of bastu land measuring about 6 cottahs 8 chittacks together with 100 square feet kancha title shed room standing thereon be the same a little more or less comprising in part of L.R. Dag no.289/647 of L.R. Khatian No.401 J.L. No.5 corresponding to C.S. Dag No.255 R.S. Khatian No.172 L.R. Khatian No.401 Revenue Survey No.115 Mouza Kaikhali Police Station previously Rajarhat, now Airport, District North 24 Parganas, within the limit of formerly Rajarhat Gopalpur Municipality, Ward No.27 and now under Bidhannagar Municipality together with 20 feet wide passage for ingress and egress to along with all sorts of easement rights for ways water, water courses, sewerages etc by virtue of a registered Deed of conveyance dated 14th day of December 2000 recorded in Book No.1 Volume No.47 pages 113 to 127 being No.0 1769 for the year 2003 registered in the office of the District Registrar North 24 Parganas, Barasat executed by Smt. Nita Das in favour of Mr. Rohit Handa.
- 5.3 **Ownership of Mrs. Rupa Handa in respect of 3<sup>rd</sup> Property :** one Mrs. Rupa Handa since deceased purchased all that piece and parcel of Bastu land measuring about 6 cottahs 8 chittacks along with 100 square feet çancha titled shed room be the same a little more or less comprising on part of L.R Dag Np.289/647 L.R. Khatian no.401 J.L. No.5, Revenue Survey No.115 C.S. Dag no.255 C.S. Khatan No.172 under Mouza Kaikhali Police Station Rajarhat formerly and now Airport A.D.S.R. office at Bidhaini Nagar (Salt Lake City) within the limit of Bidhannagar Municipality together with 4 feet wide passage for ingress and egress together with all sorts of easement rights for ways water, water course, sewerage etc. by virtue of a registered deed of conveyance dated 14th day of December 2000 recorded in Book No.1 Volume No.46 pages 290 to 304 being no.0 1748 for the year 2003 registered in the office of the District Registrar, North 24 Parganas, Barasat executed by Smt. Nita Das in favour of



5.4 **ownership of Mrs. Rupa Handa** Said Mrs. Rupa Handa in her life time own and is in exclusive possession of all that the piece and parcel of bastu land measuring about 6 cottahs 8 chittacks along with 100 sq. feet Kancha Tile shed structure be the same a little more or less comprising in part of L.R. Dag No. 289/647 L.R. Khatian No.40 J.L. No.5, Revenue survey No.115 C.S. Dag no.225 C.S. Khatian No.172 Mouza Kaikhali Police Station formerly Rajarhat and now Airport A.D.S.R. Office Bidhan Nagar (Salt Lake City).

5.5 Demised of Mrs. Rupa Handa and Devolution of Interest : the said Mrs. Rupa Handa died intestate on 25.06.20 14 leaving behind her husband Mr. R.K. Handa and only son Mr. RãtHanda to inherit her said landed property. by virtue of **Hindu succession Act. 1956** and after the death of the said **RüpaHanda** the first parties herein became the joint owner of her property by virtue of Hindu succession and are in peaceful possession of the said land since then.

5.6 **Ownership of Mr. RumeshKumar Handa and Mr. Rohit Handa** are an absolute joint owner of—

1. All That the piece and parcel of bastu land measuring about 4 cottahs 5 chittacks 8 Sq.ft. along with 100 sq. feet Kancha Tile shed structure be the sale a little more or less comprising in part of L.R. Dag No. 289/647 L.R. Khatian No.401 J.L. No.5, Revenue survey No.115 C.S. Dag no.225 C.S. Khatian No.172 Mouza Kaikhali Police Station Airport A.D.S.R. Office Bidhannagar together with undivided impartible interest in the land or soil of the said property

2. All that piece and parcel of Bastu Land measuring 6 (Six) cottahs 8 (eight) Chittacks along with 100 square feet kancha tiles shed thereon be the same a little more or less comprising in part of L.R. Dag no.289/647 of L.R. Khatian no.401, J.L. No.5, within the local limits of Bidhannagar Municipality together with 20 feet. wide passage for ingress in and egress to along with all sorts of easement rights for ways, water, water course, sewerages etc, for the benefit and interest of the use and enjoyment of the said property.

3. All that piece and parcel of Bastu Land measuring 6 (Six) cottahs 8 (eight) Chittacks along with 100 square feet kancha tiles shed thereon be the same a little more or less comprising in part of L.R. Dag no.289/647 of L.R. Khatian no.40 1, J.L. No.5, Revenue Survey No.115, C.S. Dag no.255, C.S. Khatian No.172, under Mouza Kaikhali, Police Station Airport, Additional District Sub Registry Office at Bidhannagar within the local limits of Bidhannagar Municipality together with 4 feet wide passage for ingress in and egress to along with all sorts of easement rights for ways, water, water course, sewerages etc, for the benefit and interest of the use and enjoyment of the said property.

4. All that piece and parcel of homestead Land measuring 5 (five) cottahs 15 (fifteen) Chittacks 3 (three) Sq. ft. along with 100 square feet kancha tiles shed thereon be the same a little more or less together with all user and easement rights on 6 ft. wide common passage and all other rights and facilities of taking electric line, telephone lines gas lines and connections drainage and sewerage lines and connections and all other appurtenances attached



comprised in C.S. Dag No.285 under C.S. Khatian No.143, corresponding to R.S. Khatian No.579 in R.S. Dag no.289/647 within P.S. Airport within the, limits of Bidhannagar Municipality District North 24 Parganas.

5. **Development Agreement with HAALISZ DEVELOPERS PRIVATE LIMITED (PAN No. AACCH5927Q)**, a company incorporated and registered under the Companies Act,1956, having its registered office at 139, Karaya Road, 1 Floor, Post Office – Circus Avenue, P.S.Beniapukur, Kolkata-700017 to Develop the Said Land : By a Development Agreement dated 8<sup>th</sup> June 2017 Mr. RumeshKumar Handa and Mr. Rohit Handa appointed HAALISZ DEVELOPERS PRIVATE LIMITED (PAN No. AACCH5927Q), a company incorporated and registered under the Companies Act,1956, having its registered office at 139, Karaya Road, 1 Floor, Post Office – Circus Avenue, P.S.Beniapukur, Kolkata-700017 as the Developer to develop the said land by constructing and completing the complex in all respect and to enter into contract on behalf of the Owners with the prospective allottees/purchasers/ lessees/transferees for the purpose of sale/transfer/ lease and /or for otherwise dealing with the units / spaces in the buildings comprised in the project under the terms and conditions recorded therein.
1. **Power Of Attorney to HAALISZ DEVELOPERS PRIVATE LIMITED (PAN No. AACCH5927Q)**, a company incorporated and registered under the Companies Act,1956, having its registered office at 139, Karaya Road, 1 Floor, Post Office – Circus Avenue, P.S.Beniapukur, Kolkata-700017: By a registered Power of Attorney registered in the office of the Additional Registrar of Assurances III, Kolkata, the Owners namely, Mr. RumeshKumar Handa and Mr. Rohit Handa, granted all requisite powers to HAALISZ DEVELOPERS PRIVATE LIMITED (PAN No. AACCH5927Q), a company incorporated and registered under the Companies Act,1956, having its registered office at 139, Karaya Road, 1 Floor, Post Office – Circus Avenue, P.S.Beniapukur, Kolkata-700017 to develop the said land by constructing and completing the complex in all respect and to enter into contract on behalf of the Owners with the intending purchasers/buyers/lessees/transferees for the purpose of sale/transfer/ lease and /or for otherwise dealing with the units spaces in the buildings comprised in the project and to do all the needful for the same.
2. **Sanctioned Plan:** With the intention of developing and commercially exploiting the Said Land by constructing the New Building/ Buildings thereon and selling units i.e Basement for Parking Space, Ground Floor, First Floor and Second Floor for Commercial Space and from Third Floor to Tenth Floor for Residential Purpose and other covered and open spaces therein (Units), the Owners had got a building plan sanctioned by the Municipality vide Building Permit No \_\_\_\_\_ (Sanctioned Plan, which includes all sanctioned/ permissible modifications made thereto, if any, from time to time. The Owners reserve the right to apply for sanction of the Ground Floor, First Floor and Second Floor to be treated as Commercial Area to the sanctioning authority or authorities, against which neither any dispute can be raised, nor any claim ever be made by the Purchasers.)
19. **Scheme:** The Developer formulated a scheme for sale of Units in the Said New Building.
- 5.20 **Application and Allotment:** The Buyers have applied to the Developer for purchase of the Said Unit, Parking Space And Appurtenances and the Developer and Owners have allotted the same to the Buyers conditional upon the Buyer's entering into this Agreement.



5.21 **Agreement to Record:** Pursuant to the aforesaid application made by the Buyers and the allotment made by the Developer and Owners, this Agreement is being entered into between the Parties for recording the conclusive and comprehensive terms and conditions (superseding all previous documents and understandings) for sale of the Said Unit, Parking Space And Appurtenances by the Developer to the Buyers.

✓ **6. DEFINITIONS**

6.21 For the purpose of this Agreement for Sale, unless the context otherwise requires,

6.21.1 "Act" means the West Bengal Housing Industry Regulation Act, 2017 (West Ben. Act XLI of 2017);

6.21.2 "APPLICABLE LAW" shall mean all applicable laws, by-laws, rules, regulations, orders, ordinances, notifications, protocols, codes, guidelines, policies, notices, directions, judgments, decrees or other requirements or official directive of any Governmental Authority or person acting under the authority of any Governmental Authority and/or of any statutory authority, whether in effect on the date of this Agreement or thereafter;

6.21.3 "ARCHITECT" shall mean any person or Firm or Company whom the Developer may appoint from time to time as the Architect of the building or buildings to be constructed at the said land;

6.21.4 "Rules" means the West Bengal Housing Industry Regulation Rules, 2018 made under the West Bengal Housing Industry Regulation Act, 2017;

6.21.5 "Regulations" means the Regulations made under the West Bengal Housing Industry Regulation Act, 2017;

6.21.6 "Section" means a section of the Act.



**6. Conditions Precedent:**

6.1 **Acceptance of Conditions Precedent:** The Parties have accepted and agreed that the following are and shall be the conditions precedent to this Agreement:

6.1.1 **Financial and Other Capacity of Buyers :** The undertaking of the Buyers to the Developer that the Buyers have the financial and other resources to meet and comply with all financial and other obligations under this Agreement, punctually.

6.1.2 **Satisfaction of Buyers:** The undertaking of the Buyers to the Developer that the Buyers are acquainted with, fully aware of and is thoroughly satisfied about the title of the Owners, the Sanctioned Plan, all the background papers described above, the right of the Owners and Developer to enter into this Agreement and the extent of the rights being granted in favour of the Buyers, and the Buyer shall not raise any objection with regard thereto.

- 6.1.3 **Measurement:** The mutual agreement and acceptance by and between the Parties that on completion of construction if the measurement of the Said Unit increases or decreases from that mentioned in this Agreement [the increase or decrease being determined by the Architect (Architect)], such increase or decrease shall be accepted by the Buyers as final and binding. The Total Price (defined in Clause 8.1 below) shall increase or decrease on the basis of such final measurement.
- 6.1.4 **Parking Space Allotment:** Acceptance by the Buyers that the Parking Space allotted to the Buyer may be relocated upon completion of construction of the Common Portions.
- 6.1.5 **Rights Confined to Said Unit And Appurtenances:** The undertaking of the Buyers to the Owners and Developer that the right, title and interest of the Buyers are confined only to the Said Unit And Appurtenances and the Owners and Developer are entitled to deal with and dispose off all other portions of the Said New Building and the Said Land to third parties at the sole discretion of the Owners and Developer, to which the Buyers, under no circumstances, shall be entitled to raise any objection.
- 6.1.6 **Covenants:** The mutual agreement and acceptance by and between the Parties that (1) the covenants of the Buyer (**Buyer's Covenants**) and the covenants of the Owners (**Owners' Covenants**) as mentioned in Clause 10 and its Sub Clauses below shall perpetually run with the land, (2) the Buyer's Covenants and the Owners' Covenants (collectively **Covenants**) shall bind them and their successors-in-title or interest and (3) this Agreement is based on the undertaking that the Buyer's Covenants and the Owners' Covenants shall be strictly performed by the Buyers and the Owners, respectively.
- 6.1.7 **Common Portions Subject to Change:** The mutual agreement and acceptance by and between the Parties that although the Common Portions are described in the 3<sup>rd</sup> Schedule below, the Developer and Owners shall be entitled to modify or improvise upon the Common Portions and the Buyer shall not have any claim, financial or otherwise, against the Developer and Owners for such modification or improvisation.
8. **Extension/Addition of Project:** The undertaking of the Buyers to the Developer and Owners that notwithstanding anything contained in this Agreement, the Buyers have no objection and shall under no circumstances have any objection to the Owners in (1) modifying the Sanctioned Plan, if necessary, (2) constructing additional floors in the Said Building and (3) selling the additional floors and/or using them in the manner the Owners desire.

The Buyers further undertake that in consideration of the Owners and Developer agreeing to sell the Said Unit And Appurtenances to the Buyers, the Buyers have accepted and/or shall be deemed to have accepted all the above conditions.

~~7.~~ **7. Commencement and Validity:**

- 7.1 ~~Date of Commencement:~~ This Agreement has commenced and shall be deemed to have commenced on and with effect from the date mentioned at the beginning of this Agreement.
- 7.2 ~~Validity:~~ This Agreement shall remain in force till such time the Said Unit And Appurtenances is completed and possession thereof is delivered to the Buyers, unless terminated in the manner mentioned in this Agreement.



8. **Total Price, Payment and Extras:**
- 8.1 **Total Price:** The consideration for sale of Said Unit And Appurtenances is the amount mentioned in **Part-I** of the **6<sup>th</sup> Schedule** below (**Total Price**), which the Parties confirm and accept. The Total Price does not include the Extras (defined in Clause 8.4 below).
- 8.2 **Payment of Total Price:** The Total Price shall be paid by the Buyers in the manner mentioned in **Part-II** of the **6<sup>th</sup> Schedule** below. The Buyers agree and covenant not to claim any right or possession over and in respect of the Said Unit And Appurtenances till such time the Buyers have paid the entirety of the Total Price and the Extras (defined in Clause 8.4 below).
- 8.3 **NoNotice for Payment:** The Buyers covenant that the Buyers shall, unconditionally, without demur and without raising any dispute, regularly and punctually make payment of the installments of the Total Price in the manner mentioned in **Part-II** of the **6<sup>th</sup> Schedule** below and the Extras (defined in Clause 8.4 below) as and when demanded by the Developer and this Agreement is and shall be deemed to be sufficient notice to the Buyers about the obligation to make payment, failing which the Buyers shall be deemed to be in default and the consequences mentioned in Clause 11.1 shall follow. Timely payment of the Total Price and the Extras (defined in Clause 8.4 below) is the essence of this contract.
- 8.4 **Extras:** In addition to the Total Price, the Buyers shall also pay to the Developer, as and when demanded by the Developer, the following amounts (collectively Extras):
- 8.4.1 **Proportionately:** Proportionate share towards:
- (a) **Increase Due To Circumstances of Force Majeure:** Any increase and/or escalation in cost of construction due to Circumstances of Force Majeure (defined in Clause 14.1 below).
  - (b) **Special Amenities/Facilities:** Costs and expenses for providing any special amenities/facilities in the Common Portions (save and except those described in the **3<sup>rd</sup> Schedule** below) and improved specifications of construction of the Said Building over and above the specifications described in the **5<sup>th</sup> Schedule** below (**Specifications**).
  - (c) **Formation of Association:** Costs and expenses for formation of a body of the co-owners of the Said Building, which may be a syndicate, committee, body corporate, company or society (**Association**).
  - (d) Towards expenses (excluding mutation fee and other duty/charges) to be incurred for separate assessment of his/her/their respective flats/her/their respective flats/units in the records of the Bidhannagar Municipality, being Rs. 10,000/ for each unit.

XX ✓  
8.4.2 **Wholly:** Wholly towards:

- (a) **Electricity:** Costs, expenses, deposits and charges for providing electricity meter in the Said Unit.



- (b) **Legal Fees:** Legal fees shall be Rs. 25,000 [Indian Rupees Twenty Five Thousand] only. The fee shall be paid to the Developer who shall do all accounting with \_\_\_\_\_, Advocates (Legal Advisors).
- (c) **Stamp Duty and Registration Costs:** Costs and expenses of Stamp Duty, Registration Fees, additional/deficit Stamp Duty, additional/deficit Registration Fees together with fixed miscellaneous expenses of Rs. 5,000/- (Rupees five thousand) for registration of each document. All amounts shall be paid to the Developer who shall do all accounting with the Legal Advisors.
- (d) **Advance for Common Expenses/Maintenance Charges:** interest free advance for proportionate share of the common expenses/maintenance charges described in the 4<sup>th</sup> Schedule below (Common Expenses/Maintenance Charges) @ Rs. 2/- (Rupees Two) plus GST and/or Service Tax per square feet per month, for 12 (twelve) months, from the Date of Possession (defined in Clause 9.6.2 below) (Advance for Common Expenses/Maintenance Charges). The Advance Common Expenses/Maintenance Charges shall (1) be utilized for meeting the Common Expenses/Maintenance Charges for the said limited period of 12 (twelve) months only, (2) be a fixed payment after paying which the Buyers shall have no further obligation to pay any other amount towards Common Expenses/Maintenance Charges for the said period of 12 (twelve) months and (3) be utilized by the Developer to meet all expenses towards Common Expenses/Maintenance Charges, without obligation of any accounting and (4) be handed over by the Owners to the Association, if the Association becomes operational before expiry of the said period of 12 (twelve) months provided however the Developer shall handover only the balance amount remaining of the Common Expenses/Maintenance Charges to the Association.
- (e) **Common Expenses/Maintenance Deposit:** interest free deposit as security for payment of Common Expenses/Maintenance Charges, a sum of Rs. 2/- (Rupees two) per square feet for 12<sup>th</sup> Month (Common Expenses/Maintenance Deposit), which shall be handed over to the Association, upon formation.
- (f) **Increase or Decrease in Total Price:** Any increase or decrease in the Total Price due to increase or decrease in measurement of the Said Unit, at the rate at which the Total Price has been computed.
- (g) **Service Tax:** Service Tax or other Tax and imposition levied by the State Government or the Central government from time to time.
- (h) To comply with, abide by and adhere to all the provisions of the Real Estate (Regulation and Development) Act, 2016 and/or the West Bengal Housing Industry Regulation Act, 2017 and the rules and/or regulations in respect thereof and/or made there under, each together with any and all modifications, amendments etc. thereto (whether subsisting as on the Execution Date or enacted thereafter) as and when applicable.

8.5

**Basis of Payment:** The Total Price and Extras shall be payable by the Buyers to the Developer on super built-up area of the Said Unit and the built-up area of the Said Unit will be 25% (Twenty Five percent) less than the super built-up area.



- 9.1 **Construction by Developer:** The Developer shall construct, complete and finish the Said Unit And Appurtenances in accordance with the Sanctioned Plan or as may be recommended by the Architect, as per the Specifications described in the 5<sup>th</sup> Schedule below.
- 9.2 **Quality, Workmanship and Acceptance of Variations etc.:** The decision of the Architect regarding quality and workmanship shall be final and binding on the Parties. The Buyers hereby consents to the variations, modifications or alterations as may be recommended by the Architect.
- 9.3 **No Hindrance:** The Buyers shall not do any act, deed or thing whereby the construction of the Said Unit And Appurtenances and/or the Said Building is in any way hindered or impeded.
- 9.4 **Basic Duty of Buyers:** The Buyers shall make all payment and perform all obligations as stipulated in this Agreement and the Buyers shall not in any way commit breach of the terms and conditions herein contained.
- 9.5 **Completion Time:** Construction, finishing and making ready the Said Unit in bare condition and as per the Specifications (the decision of the Architect in this regard being final and binding) has been done by the Developer.
- 9.6 **Possession of Said Unit and Parking Space:** Upon construction, finishing and making ready the Said Unit and the Parking Space, if any, usable, the Owners shall hand over possession of the same to the Buyers. With regard to possession, it is clarified as follows:
- 9.6.1 **All Payments Before Possession:** Before receiving possession of the Said Unit And Appurtenances, the Buyers shall pay to the Developer all amounts due and payable towards the Total Price and Extras and the Buyers shall not claim possession of the Said Unit And Appurtenances till the Total Price and the Extras are paid in full.
- 9.6.2 **Possession Notice and Date of Possession:** Immediately after constructing, finishing and making ready the Said Unit and the Parking Space, if any, usable, the Developer shall serve a notice on the Buyers (**Possession Notice**) calling upon the Buyers to take possession. Within 15 (fifteen) days from the date of the issuing the Possession Notice, the Buyers shall be bound to take over physical possession of the Said Unit and the Parking Space, if any, after fulfilling all obligations under this Agreement, including payment of all amounts due to the Developer under this Agreement, failing which it shall be deemed that the Buyers have taken possession on the 15<sup>th</sup> day of the date of the Possession Notice (date of actual or deemed possession, **Date of Possession**).
- 9.6.3 **Meaning of Completion:** It shall not be obligatory for the Developer to complete the Common Portions in all respects before giving the Possession Notice to the Buyers and the Said Unit shall be deemed to have been completed in all respect if the same is made ready in bare condition and as per the Specifications (the decision of the Architect in this regard being final and binding).
- 9.6.4 **Complete Satisfaction on Possession:** On the Date of Possession, the Buyers shall be deemed to have been completely satisfied with all aspects of the Said Unit And Appurtenances, including the measurement of the Said Unit.
- 9.6.5 **Commencement of Outgoings:** From the Date of Possession, all outgoings in respect of the Said Unit And Appurtenances, including Municipal tax, surcharge, land revenue, levies, cess, etc. (collective Rates & Taxes) to be



Advocate

tentatively decided by the Developer and proportionate share of Common Expenses/Maintenance Charges, shall become payable by the Buyers. It is clarified that the Common Expenses/Maintenance Charges do not include the Rates & Taxes.

- 9.7 **Developers' Obligations:** Subject to the Buyer making payment of the Total Price and the Extras in the manner stipulated in this Agreement, the Developer hereby agrees:
- 9.7.1 **Construction of Said Unit:** to construct, finish and make ready the Said Unit and the Parking Space, if any, usable and transfer the Said Unit And Appurtenances to the Buyers.
- 9.7.2 **Construction According to Specifications:** to construct, finish and make ready the Said Unit and the Parking Space, if any, usable, in accordance with the Sanctioned Plan and Specifications, reasonable variations excepted.
- 9.8 **Completion of Sale:** The sale of the Said Unit And Appurtenances shall be completed by execution and registration of conveyance in favour of the Buyers provided the Buyers tender in time all amounts required for the same as mentioned in Clause 8.4.2 (c) above. The Legal Advisors shall draft the standard conveyance and only such standard conveyance shall be used. The Buyers shall be bound to take conveyance of the Said Unit And Appurtenances on or before the Date of Possession, failing which physical possession of the Said Unit And Appurtenances shall not be delivered to the Buyers (although it shall be deemed that the Buyer is in possession and liable for all Rates & Taxes and Common Expenses/Maintenance Charges, from the Date of deemed Possession) and in addition, all statutory taxes and penalties shall also be borne and paid by the Buyers.
- 9.9 **Facility Manager:** The Developer shall arrange for maintenance and management of specified services with regard to the Common Portions of the Said Building either itself or through a professional facility management organization (**Facility Manager**). In this regard, it is clarified that (1) the Facility Manager shall operate, manage and render specified day to day services with regard to the Common Portions, (2) the Facility Manager shall levy and collect the Common Expenses/Maintenance Charges, (3) subject to Clause 8.4.2 (e) above, the Buyers shall be bound to pay the Common Expenses/Maintenance Charges to the Facility Manager, (4) the Facility Manager shall render account of the common expenses/maintenance charges to the Owners and/or the Association, (5) the ownership of the Common Portions (subject to the terms of this Agreement) shall vest in all the co-owners of the Said Building through the Association and the Facility Manager shall merely be the service provider for rendition of specified services with regard to the Common Portions and (6) the Facility Manager may be replaced by the consent of 80% (eighty percent) or more of the co-owners of the Said Building.
10. **Buyer's Covenants and Developer's Covenants:**
- 10.1 **Buyers' Covenants:** The Buyers covenant with the Developer [which expression includes the Association in all clauses of Clause 10 and its Sub Clauses except Sub Clause Nos.10.1.7, 10.1.10 (i) and 10.2] and admit and accepts that:
- 10.1.1 **Buyers are Aware of and Satisfied with Common Portions and Specifications:** The Buyers, upon full satisfaction and with complete knowledge of the Common Portions, Specifications and all other ancillary matters, is entering into this Agreement. The Buyers have examined and is



Advocate

agreed that the Buyers shall neither have nor shall claim any right over any portion of the Said Building and the Said Land save and except the Said Unit And Appurtenances.

- 10.1.2 **Buyer to Mutate and Pay Rates & Taxes:** The Buyers shall (1) pay the Rates & Taxes (proportionately for the Said Building and wholly for the Said Unit And Appurtenances, from the Date of Possession and until the Said Unit And Appurtenances is separately assessed in the name of the Buyers) and (2) have mutation of the Said Unit And Appurtenances completed at the earliest. If the Buyers delay in paying the Rates & Taxes, the Buyers shall pay compound interest @ 2% (two percent) per month or part thereof, compoundable monthly, from the date of default till the date of payment.
- 10.1.3 **Buyers to Pay Common Expenses/Maintenance Charges:** The Buyers shall pay the Common Expenses/Maintenance Charges on the basis of the bills to be raised by the Developer/Owners/Facility Manager (upon its appointment), such bills being conclusive proof of the liability of the Buyers in respect thereof. The Buyers further admit and accept that the Buyers shall not claim any deduction or abatement in the bills relating to Common Expenses/Maintenance Charges.
- 10.1.4 **Buyers to Pay Interest for Delay and/or Default:** In the event the Buyers delay or default in paying any bill raised by the Facility Manager beyond 15 (fifteen) days of presentation thereof, the Buyers shall pay compound interest @ 2% (two percent) per month or part thereof, compoundable monthly, from the date of default till the date of payment, to the Facility Manager. The Buyers also admit and accept that in the event such bills remain outstanding for more than 2 (two) months, all common services shall be discontinued to the Buyers and the Buyers shall be disallowed from using the Common Portions.
- 10.1.5 **Developer's Charge/Lien:** The Developer shall have the first charge and/or lien over the Said Flat And Appurtenances for all amounts remaining outstanding from the Buyers.
6. **No Obstruction by Buyers to Further Construction:** The Developer is entitled to construct further floors on and above the top roof of the Said Building and/or to make other constructions elsewhere in the Said Land and the Buyer shall not obstruct or object to the same. The Buyers also admit and accept that the Developer and/or employees and/or agents and/or contractors of the Developer shall be entitled to use and utilize the Common Portions for movement of building materials and for other purposes and the Buyers shall not raise any objection in any manner whatsoever with regard thereto.
7. **No Rights of or Obstruction by Buyers:** All open areas in the Said Complex/Said Premises proposed to be used for open car parking spaces do not form part of the Common Portions within the meaning of this Agreement and the Developer shall have absolute right to sell, transfer and/or otherwise deal with and dispose off the same or any part thereof.
8. **Variable Nature of Land Share and Share In Common Portions:** (1) the Buyers fully comprehend and accept that the Land Share and the Share In Common Portions is a notional proportion that the Said Flat bears to the currently proposed area of the Said Complex, (2) the Buyers fully comprehend and accept that if the area of the Said Complex is increased/recomputed by the Owners and Developer or if the Owners and Developer integrates/adds (notionally or actually) adjacent lands and premises to the Said Premises and the Said Complex (which the Seller shall have full right to do and which right is hereby unconditionally accepted by the Buyers), then the Land Share and the Share in



Common Portions shall vary accordingly and proportionately, (3) the Buyers shall not question any variation (including diminution) of the Land Share and the Share In Common Portions as decided by the Seller, (4) the Buyers shall not demand any refund of the Net Price paid by the Buyers on ground of or by reason of any variation of the Land Share and the Share In Common Portions and (5) the Buyers fully comprehend and accept that the Land Share and the Share In Common Portions is not divisible and partible. The Buyers shall accept (without demur) the proportionate share with regard to various matters, as be determined at the absolute discretion of the Developer.

9. **Cost of Formation of Association:** the Buyers shall share the cost of formation of the Association, and pay Rs 15,000/- ( Indian Rupees Fifteen Thousand only)
  10. **Buyers to Participate in Formation of Association:** The Buyers admit and accept that the Buyers and other buyers of Units in the Said Building shall form the Association and the Buyers shall become a member thereof. The Buyers shall bear and pay the proportionate costs of formation and the expenses of the Association and shall pay for, acquire and hold membership with voting rights and in this regard the Buyers shall sign, execute and deliver necessary applications and all other papers, declarations and documents as may be required. Upon formation of the Association, the residue mount then remaining of the Common Expenses/Maintenance Deposit paid by the Buyers (after adjustment of all amounts then remaining due and payable) shall be transferred by the Owners to the Association. The deposits shall thereafter be held by the Association in the account of the Buyers. Notwithstanding formation of the Association, if the Facility Manager is appointed, then the Facility Manager shall look after the maintenance of the Common Portions of the Said Building and the Said Premises.
- 10.1.11 **Obligations of Buyers:** On and from the Date of Possession, the Buyer shall:
- (a) **Co-operate in Management and Maintenance:** Co-operate in the management and maintenance of the Said Building and the Said Land by the Developer /Facility Manager (upon its appointment).
  - (b) **Observing Rules:** Observe the rules framed from time to time by the Association for the beneficial common enjoyment of the Said Building and the Said Premises.
  - (c) **Paying Electricity Charges:** Pay for electricity and other utilities consumed in or relating to the Said Unit And Appurtenances.
  - (d) **Meter and Cabling:** Be obliged to draw the electric lines/wires, broadband data cables and telephone cables to the Said Unit only through the duct and pipes provided therefor, ensuring that no inconvenience is caused to the Owners or to the other co-owners of the Said Building. The main electric meter shall be installed only at the common meter space in the Said Building. The Buyers shall under no circumstances be entitled to affix, draw or string wires, cables or pipes from, to or through any part or portion of the Said Building, the Said Premises and outside walls of the Said Building save in the manner indicated by the Developer or the Association (upon formation).
  - (e) **No Religious Use:** Not use the Said Unit as a religious establishment, guest house, service apartment, mess, chummyery, nursing home, marriage hall, cinema hall or school /tutorial home.



Common Portions shall vary accordingly and proportionately, (3) the Buyers shall not question any variation (including diminution) of the Land Share and the Share In Common Portions as decided by the Seller, (4) the Buyers shall not demand any refund of the Net Price paid by the Buyers on ground of or by reason of any variation of the Land Share and the Share In Common Portions and (5) the Buyers fully comprehend and accept that the Land Share and the Share In Common Portions is not divisible and partible. The Buyers shall accept (without demur) the proportionate share with regard to various matters, as be determined at the absolute discretion of the Developer.

9. **Cost of Formation of Association:** the Buyers shall share the cost of formation of the Association, and pay Rs 15,000/- ( Indian Rupees Fifteen Thousand only)
10. **Buyers to Participate in Formation of Association:** The Buyers admit and accept that the Buyers and other buyers of Units in the Said Building shall form the Association and the Buyers shall become a member thereof. The Buyers shall bear and pay the proportionate costs of formation and the expenses of the Association and shall pay for, acquire and hold membership with voting rights and in this regard the Buyers shall sign, execute and deliver necessary applications and all other papers, declarations and documents as may be required. Upon formation of the Association, the residue mount then remaining of the Common Expenses/Maintenance Deposit paid by the Buyers (after adjustment of all amounts then remaining due and payable) shall be transferred by the Owners to the Association. The deposits shall thereafter be held by the Association in the account of the Buyers. Notwithstanding formation of the Association, if the Facility Manager is appointed, then the Facility Manager shall look after the maintenance of the Common Portions of the Said Building and the Said Premises.
  - 10.1.11 **Obligations of Buyers:** On and from the Date of Possession, the Buyer shall:
    - (a) **Co-operate in Management and Maintenance:** Co-operate in the management and maintenance of the Said Building and the Said Land by the Developer /Facility Manager (upon its appointment).
    - (b) **Observing Rules:** Observe the rules framed from time to time by the Association for the beneficial common enjoyment of the Said Building and the Said Premises.
    - (c) **Paying Electricity Charges:** Pay for electricity and other utilities consumed in or relating to the Said Unit And Appurtenances.
    - (d) **Meter and Cabling:** Be obliged to draw the electric lines/wires, broadband data cables and telephone cables to the Said Unit only through the duct and pipes provided therefor, ensuring that no inconvenience is caused to the Owners or to the other co-owners of the Said Building. The main electric meter shall be installed only at the common meter space in the Said Building. The Buyers shall under no circumstances be entitled to affix, draw or string wires, cables or pipes from, to or through any part or portion of the Said Building, the Said Premises and outside walls of the Said Building save in the manner indicated by the Developer or the Association (upon formation).
    - (e) **No Religious Use:** Not use the Said Unit as a religious establishment, guest house, service apartment, mess, chummary, nursing home, marriage hall, cinema hall or school / tutorial home.



- (f) **No Alteration:** Not alter, modify or in any manner change the (1) elevation and exterior colour scheme of the Said Building and (2) design and/or the colour scheme of the windows and grills of the Said Unit, without the permission in writing of the Developer or the Association (upon formation). In the event the Buyers make the said alterations/changes, the Buyers shall compensate the Owners/Association (as the case may be) as estimated by the Owners/Association.
- (g) **No Structural Alteration:** Not alter, modify or in any manner change the structure or any civil construction in the Said Unit And Appurtenances or the Common Portions of the Said Building.
- (h) **No Sub-Division:** Not be entitled to sub-divide the Said Unit And Appurtenances and the Common Portions, at any time including after the Date of Possession and conveyance.
- (i) **No Changing Name:** Not change/alter/modify the name of the Said Building from that mentioned in this Agreement.
- (j) **No Nuisance and Disturbance:** Not use the Said Unit or the Parking Space, if any, or permit the same to be used in such manner or commit any act, which may in any manner cause nuisance or annoyance to other occupants of the Said Building and/or the neighboring properties and not make or permit to be made any disturbance or do or permit anything to be done that will interfere with the rights, comforts or convenience of other occupants.
- (k) **No Storage in Common Portions:** Not store or cause to be stored and not place or cause to be placed any goods, articles or things in the Common Portions.
- (l) **No Obstruction to Facility Manager/Association:** Not obstruct the Facility Manager/ Association (upon formation) in their acts relating to the Common Portions.
- (m) **No Obstruction of Common Portions:** Not obstruct pathways and passages or use the same for any purpose other than for ingress to and egress from the Said Unit and the Parking Space, if any.
- (n) **No Violating Rules:** Not violate any of the rules and/or regulations laid down by the Association for use of the Common Portions.
- (o) **No Throwing of Refuse:** Not throw or accumulate or cause to be thrown or accumulated any dust, rubbish or other refuse in the Common Portions save at the places indicated therefor.
- (p) **No Injurious Activities:** not carry on or cause to be carried on any obnoxious or injurious activity in or through the Said Unit, the Parking Space, if any or the Common Portions.
- (q) **No Storing of Hazardous Articles:** Not keep or store any offensive, combustible, obnoxious, hazardous or dangerous articles in the Said Unit and the Parking Space, if any.
- (r) **No Signage and Other Installation:** Not put up or affix any sign board, name plate or other things or other similar articles in the Common Portions or outside walls of the Said Building/Said Premises save at the



place or places provided therefor, provided that this shall not prevent the Buyers from displaying a signboard/name plate outside the main door of the Said Unit. The Buyers shall also not install or put up any sign board or hoarding, dish antenna or any other installation on the roof or any other place without prior permission of the Owners and prior approval of the wiring plan for such installation. The Buyers shall further not install air-conditioners at any place other than the location approved by the Owners. The Buyers further covenant that (1) the Owners shall have liberty to put up signage/hoarding/other display on any part of ground floor, first floor, roof or other Common Portions, which shall not be removed by the Buyers at any time, (2) the Developer shall have the right to modify/changes such signage at any time in future.

- (s) **No Floor Damage:** Not keep any heavy articles or things, which are likely to damage the floors or operate any machine save usual home/office appliances.
- (t) **No Installing Generator:** Not install or keep or run any generator in the Said Unit and the Parking Space, if any.
- (u) **No Use<sup>y</sup> of Machinery:** Not install or operate any machinery or equipment except office/ domestic appliances.
- (v) **No Misuse of Water:** Not misuse or permit to be misused the water supply to the Said Unit.
- (w) **Damages to Common Portions:** Not damage the Common Portions in any manner and if such damage is caused by the Buyers and/or employees or invitees of the Buyers, the Buyers shall compensate for the same.

10.1.12 **Notification Regarding Letting:** If the Buyers lets out or sells the Said Unit And Appurtenances or portion thereof, the Buyer shall immediately notify the Owners/Association (upon formation) of the tenant's/transferee's name, address and telephone number.

10.2 **Owners' and Developer's Covenants:** The Owners and Developer covenant with the Buyers and admit and accept that:

10.2.1 **Completion of Transfer:** The transfer of the Said Unit And Appurtenances shall be completed by the Owners and Developer by executing conveyance in favour of the Buyers.

10.2.2 **No Creation of Encumbrance:** The Owners and Developer shall not create any charge, mortgage, lien and/or shall not sell, transfer, convey and/or enter into any agreement with any person other than the Buyers in respect of the Said Unit And Appurtenances, subject to the Buyers fulfilling all terms, conditions and obligations of this Agreement.

10.2.3 **Documentation for Loan:** The Developer shall provide to the Buyers all available documents so that the Buyers may get loan from Banks and Financial Institutions.

11. **Termination and its Effect:**



11.1 **Breach/Cancellation by the Buyers :** In the event the Buyers (1) fail to make timely payment of the Total Price and the Extras, or (2) fail to perform the obligations on the part of the Buyers to be performed in terms of this Agreement, or (3) neglect to perform any of the Buyers' Covenants, or (4) otherwise cancel, rescind, terminate or determine this Agreement on any ground whatsoever except breach of Developer's Covenants, this Agreement shall, at the option of the Developer, stand cancelled and/or rescinded, upon which the Developer shall within 3 (three) months from the date of cancellation refund to the Buyer all payments received till that date, without any interest, after deducting 10% (ten percent) of the Total Price or Rs.10,00,000/- (Rupees Ten lacs), whichever is higher, as liquidated damages. In the event the Developer condones the delay of any payment due under this Agreement, the Buyers shall be liable to pay interest @ 18% (eighteen percent) per annum for the period of delay (computed from the date the payment became due till the date of payment) on all amounts due and outstanding for 3 month. However, such right of condonation is exclusively vested in the Developer and the Developer shall have absolute liberty to cancel or not to cancel and the Buyers shall not be entitled to claim condonation as a matter of right.

11.2 **Breach by Developer :** Without prejudice to the provisions of Clause 9.5 above, in the event the Developer fail and/or neglects to deliver possession of the Said Unit And Appurtenances within the Extended Period, this Agreement shall, at the option of the Buyers, stand cancelled and/or rescinded, upon which the Developer shall refund to the Buyers all payments received till that date, with interest calculated Banking Interest per annum. If the Buyers opt not to cancel this Agreement, then no interest shall be payable by the Developer.

11.3 **Effect:** Upon termination of this Agreement due to any of the circumstances mentioned in Clauses 11.1 and 11.2 above, the Buyers shall not be entitled to claim any right, title, interest or charge (either equitable or otherwise) over and in respect of the Said Unit And Appurtenances and/or the Said Building or any part or portion thereof, in any manner whatsoever. The effect of such termination shall be binding and conclusive on the Parties.

## 12. Taxes:

12.1 **Obligation Regarding Taxes:** In the event of the Owners and Developer being made liable for payment of any tax (excepting Income Tax), duty, levy or any other liability under any statute or law for the time being in force or enforced in future (such as Service Tax, Works Contract Tax, Value Added Tax / G.S.T or any other tax and imposition levied by the State Government, Central Government or any other authority or body) or if the Developer is advised by its consultant that the Developer is liable or shall be made liable for payment of any such tax, duty, levy or other liability on account of the Developer having agreed to perform the obligations under this Agreement or having entered into this Agreement, then and in that event, the Buyers shall be liable to pay all such tax, duty, levy or other liability and hereby indemnify and agree to keep the Developer indemnified against all actions, suits, proceedings, costs, charges and expenses in respect thereof. The taxes, duties, levies or other liabilities so imposed or estimated by the Developer's consultant shall be paid by the Buyers at or before the Date of Possession.

## 13. Defects:

13.1 **Decision of Architect Final:** If any work in the Said Unit And Appurtenances is claimed to be defective by the Buyers, the matter shall be referred to the



Architect and the decision of the Architect shall be final and binding on the Parties. This will however not entitle the Buyers to refuse to take possession of the Said Unit and if the Buyers do so, the provisions regarding deemed possession as contained in Clause 9.6.2 above shall apply and all consequences thereto shall follow.

**14. Force Majeure:**

**14.1 Circumstances of Force Majeure:** The Owners shall not be held responsible for any consequences or liabilities if the Developer is prevented from meeting the obligations under this Agreement by reason of contingencies caused by neither of the Parties and unforeseen occurrences such as (1) acts of God, (2) acts of Nature, (3) acts of War, (4) fire, (5) insurrection, (6) terrorist action, (7) civil unrest, (8) riots, (9) strike by material suppliers, transporters, workers and employees, (10) delay on account of receiving statutory permissions, (11) delay in the grant of electricity, water, sewerage and drainage connection or any other permission or sanction by the Government or any statutory authority, (12) any notice, order of injunction, litigation, attachments, etc. and (13) any rule or notification of the Government or any other public authority or any act of Government such as change in legislation or enactment of new law, restrictive Governmental laws or regulations (collectively **Circumstances of Force Majeure**).

**14.2 No Default:** The Developer shall not be deemed to have defaulted in the performance of the Developer's contractual obligations whilst the performance thereof is prevented by Circumstances of Force Majeure and the time limits laid down in this Agreement for the performance of obligations shall be extended accordingly upon occurrence of any event constituting Circumstances of Force Majeure.

**15. Miscellaneous:**

**15.1 Indian Law:** This Agreement shall be subject to Indian Laws.

**15.2 One Transaction:** This Agreement relates to the transaction recorded and contemplated herein and no other transaction.

**15.3 Confidentiality and Non-Disclosure:** The Parties shall keep confidential all non-public information and/or documents concerning the transaction recorded herein, unless compelled to disclose such information and/or documents by judicial or administrative process.

**15.4 Partial Invalidity:** If any provision of this Agreement or the application thereof to any circumstance shall be invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provision to other circumstances shall not be affected thereby and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law. When any provision is so held to be invalid, illegal or unenforceable, the Parties hereto undertake to use their best efforts to reach a mutually acceptable alternative to give effect to such provision in a manner which is not invalid, illegal or unenforceable. In the event any of the terms and conditions of this Agreement are set-aside or declared unreasonable by any Court of Law or if the Parties take the plea of frustration of contract, the entire Agreement shall not be void and shall continue to subsist to the extent of the remaining terms and conditions and bind the Parties.



- 15.5 **No Claim of Un-Enforceability:** This Agreement is being entered into by the Parties out of free will and without any duress or coercion. Hence, none of the Parties shall have the right to claim un-enforceability of this Agreement.
- 15.6 **Right of Possession:** The right of possession of the Buyers in respect of the Said Unit And Appurtenances shall arise only upon the Buyers fulfilling all obligations as are contained in this Agreement.
- 15.7 **Nomination by Buyers with Consent:** The Buyers admit and accept that before the execution and registration of conveyance deed of the Said Unit And Appurtenances, the Buyers will be entitled to nominate, assign and/or transfer the Buyers' right, title, interest and obligations under this Agreement subject to the covenant by the nominee that the nominee will strictly adhere to the terms of this Agreement and subject also to the following conditions:
- (a) The Buyers shall make payment of all dues of the Owners in terms of this Agreement up to the time of nomination.
- (b) The Buyers shall obtain prior permission of the Developer [and no such permission shall be given within a period of 18 months from the date of this Agreement] and the Buyers and the nominee shall be bound to enter into a tripartite agreement with the Developer.
- (c) The Buyers shall pay a sum calculated @ Rs.150/- (Indian Rupees One Hundred and Fifty) per square feet as and by way of nomination fees to the Developer.

?  
What is  
Nomination fee

The Buyers admit and accept that the Buyers shall not nominate or assign the rights under this Agreement save in the manner indicated above.

- 15.8 **Entire Agreement:** This Agreement constitutes the entire understanding between the Parties and supersedes the terms and conditions whatever agreed between the Parties prior to execution of this Agreement but does not include or supersede any document contemporaneously entered into between the Parties.
- 15.9 **Counterparts:** This Agreement is being executed simultaneously in duplicate and each copy shall be deemed to be an original and both copies shall together constitute one instrument and agreement between the Parties. One copy shall be retained by the Buyers and another by the Developer.
- 15.10 **Amendments/Modifications:** No amendments or modifications of this Agreement or any part hereof shall be valid and effective unless it is by an instrument in writing executed by all the Parties.
- 15.11 **Reservation of Rights:** No forbearance, indulgence, relaxation or inaction by any Party at any time to require performance of any of the provisions of this Agreement shall in any way affect, diminish or prejudice the right of such Party to require performance of that provision.
- 15.12 **Waiver:** Any term or condition of this Agreement may be waived at any time by the Party who is entitled to the benefit thereof. Such waiver must be in writing and must be executed by the Party or an authorized agent of the Party. A waiver on one occasion will not be deemed to be waiver on a future occasion. Omission or delay on the part of either Party to require due and punctual performance of any obligation by the other Party shall not constitute a waiver



of such obligation and it shall not in any manner constitute a continuing waiver and/or as a waiver of other breaches of the same or other obligations hereunder or as a waiver of any right or remedy that the Party may otherwise have in law or in equity.

15.13 **No Agency:** The Parties are entering into this Agreement on principal-to-principal basis and nothing contained herein shall make the Parties agents of each other.

16. **Notice:**

16.1 **Mode of Service:** Notices under this Agreement shall be served by messenger or by registered post/speed post with acknowledgment due at the above mentioned addresses of the Parties, unless the addresses are changed by prior intimation in writing. Such service shall be deemed to have been effected (1) on the date of delivery, if sent by messenger and (2) on the 4<sup>th</sup> day of handing over of the cover to the postal authorities, if sent by registered post/speed post, irrespective of refusal to accept service by the Parties.

17. **Alternative Dispute Resolution:**

17.1 **Disputes:** Disputes or differences in relation to or arising out of or touching this Agreement or the validity, interpretation, construction, performance, breach or enforceability of this Agreement (collectively **Disputes**) shall be referred to the arbitrator (**Arbitrator**) and finally resolved through arbitration under the Arbitration and Conciliation Act, 1996, with modifications made from time to time. In this regard, the Parties irrevocably agree that (1) the place of arbitration shall be at Kolkata, (2) the language of the arbitration shall be English, (3) the Sole Arbitrator shall have summary powers and be entitled to give interim awards/directions regarding the Disputes and shall further be entitled to avoid all rules relating to procedure and evidence as are expressly avoidable under the law and (4) the interim/final award of the Sole Arbitrator shall be binding on the Parties.

17.2 **No Legal Proceeding without Recourse to Arbitration:** The Parties shall not commence legal proceedings or have any receiver appointed over the Said Unit And Appurtenances and/or the Said Building/Said Premises without first referring the matter to arbitration and till the Sole Arbitrator has given his direction/award.

18. **Jurisdiction:**

18.1 **District Judges Court, Barasat and High Court at Calcutta:** In connection with the aforesaid arbitration proceeding, only the District Judges Court, Barasat and the High Court at Calcutta shall have jurisdiction to entertain and try all actions and proceedings.

19. **Rules of Interpretation:**

19.1 **Number and Gender:** Words denoting the singular number include, where the context permits and requires, the plural number and vice-versa. Words denoting any gender include the other genders.

19.2 **Headings:** The headings in this Agreement are inserted for convenience only and shall be ignored in construing the provisions of this Agreement.



- 19.3 **Schedules and Plans:** Schedules and Plans appended to this Agreement form a part of this Agreement and shall always be taken into consideration for interpreting the complete understanding between the Parties. Any reference to a Schedule or Plan is a reference to a Schedule or Plan to this Agreement.
- 19.4 **Definitions:** In this Agreement, words have been defined by putting them within brackets and printing them in bold. Where a word or phrase is defined, other parts of speech or grammatical forms of that word or phrase shall have corresponding meaning.
- 19.5 **Documents:** A reference to a document includes an amendment or supplement or replacement or novation of that document.
- 19.6 **Successors:** A reference to a Party includes that Party's successors and permitted assigns.
- 19.7 **Statutes:** Any reference to a statute, statutory provision or subordinate legislation shall include its amendment, modification, consolidation, re-enactment or replacement as enforced from time to time, whether before or after the date of this Agreement.

**1<sup>st</sup> Schedule**  
**Part I**  
**(Mother Land)**

3. All That the piece and parcel of bastu land measuring about 4 cottahs 5 chittacks 8 Sq.ft. along with 100 sq. feet Kancha Tile shed structure be the sale a little more or less comprising in part of L.R. Dag No, 289/647 L.R. Khatian No.401 J.L. No.5, Revenue survey No.115 C.S. Dag no.225 C.S. Khatian No.172 Mouza Kaikhali Police Station Airport A.D.S.R. Office Bidhannagar together with undivided impartible interest in the land or soil of the said property
4. All that piece and parcel of Bastu Land measuring 6 (Six) cottahs 8 (eight) Chittacks along with 100 square feet kancha tiles shed thereon be the same a little more or less comprising in part of L.R. Dag no.289/647 of L.R. Khatian no.401, J.L. No.5, within the local limits of Bidhannagar Municipality together with 20 feet. wide passage for ingress in and egress to along with all sorts of easement rights for ways, water, water course, sewerages etc, for the benefit and interest of the use and enjoyment of the said property.
5. All that piece and parcel of Bastu Land measuring 6 (Six) cottahs 8 (eight)..Chittacks along with 100 square feet kancha tiles shed' thereon be the same a little more or less comprising in part of L.R. Dag no.289/647 of L.R. Khatian no.40 1, J.L. No.5, Revenue Survey No.115, C.S. Dag no.255, C.S. Khatian No.172, under Mouza Kaikhali, Police Station Airport, Additional District Sub Registry Office at Bidhannagar within the local limits of Bidhannagar Municipality together with 4 feet wide passage for ingress in and egress to along with all sorts of easement rights for ways, water, water course, sewerages etc, for the benefit and interest of the use and enjoyment of the said property.
6. All that piece and parcel of homestead Land measuring 5 (five) cottahs 15 (fifteen) Chittacks 3 (three) Sq.. ft. along with 100 square feet kancha tiles shed thereon be the same a little more or less together with all user and easement rights on 6 ft. wide



common passage and all other rights and facilities of  
taking electric line, telephone lines gas lines and  
connections drainage and sewerage lines and  
connections and all other appurtenances attached  
therein and thereto lying and situate- at Mouza -  
Kaikhali, J.L. No.105, R.S. No.115, Touzi No.172,  
comprised in C.S. Dag No.285 under C.S. Khatian  
No.143, corresponding to R.S. Khatian No.579 in R.S.  
Dag no.289/647 within P.S. Airport within the, limits of Bidhannagar Municipality  
District North 24 Parganas.

**Part II**  
**(Said Land)**

**ALL THAT** the portion of the demarcated land measuring about \_\_\_\_\_ ,  
together with building, shed and other structures situate and lying at the Southern  
Portion of the Premises \_\_\_\_\_, out of the Mother land ( Said Land)

**2nd Schedule**  
**Part-I**  
**(Said Unit)**

Residential Flat No. " \_\_\_\_\_ " of the " \_\_\_\_\_ rd " Floor, of the New Building named  
" \_\_\_\_\_ ", having carpet area \_\_\_\_\_ corresponding Covered / Built Up area  
\_\_\_\_\_ corresponding built-up area of \_\_\_\_\_ Square Feet, consisting of \_\_\_\_\_ ( \_\_\_\_\_ ) bed  
rooms, \_\_\_\_\_ ( \_\_\_\_\_ ) toilets, (one) kitchen, 1(one) living/ dining room and 1[one]  
balcony \_\_\_\_\_ described in Part-I of the 2nd Schedule below (Said Unit), situated at  
Municipal \_\_\_\_\_ Premises \_\_\_\_\_ No.

\_\_\_\_\_ described in the Part II of the 1st  
Schedule below (Said Land).

**Part II**  
**(Parking Space)**

1[one] Covered Space for reserved for parking of One Medium size car in the  
Basement of the building named \_\_\_\_\_, at Municipal Premises No. 62,  
\_\_\_\_\_ being Parking Space No. \_\_\_\_\_

**Part III**  
**(Said Unit And Appurtenances)**  
**[Subject Matter of Sale]**

The Said Unit, being the Unit described in Part-I of the 2nd Schedule above.

The right to park in the Parking Space, being the Parking Space described in Part-II of  
the 2nd Schedule above.

The Land Share, being undivided, impartible, proportionate and variable share and/or  
interest in the land comprised in the Said Premises described in the 1st Schedule  
above, as is attributable to the Said Unit.

The Share In Common Portions, being undivided, impartible, proportionate and  
variable share and/or interest in the Common Portions described in the 3rd Schedule  
below, as is attributable to the Said Unit.



common passage and all other rights and facilities of taking electric line, telephone lines gas lines and connections drainage and sewerage lines and connections and all other appurtenances attached therein and thereto lying and situate at Mouza - Kaikhali, J.L. No.105, R.S. No.115, Touzi No.172, comprised in C.S. Dag No.285 under C.S. Khatian No.143, corresponding to R.S. Khatian No.579 in R.S. Dag no.289/647 within P.S. Airport within the, limits of Bidhannagar Municipality District North 24 Parganas.

**Part II  
(Said Land)**

ALL THAT the portion of the demarcated land measuring about \_\_\_\_\_, together with building, shed and other structures situate and lying at the Southern Portion of the Premises \_\_\_\_\_, out of the Mother land ( Said Land)

**2<sup>nd</sup> Schedule  
Part-I  
(Said Unit)**

Residential Flat No. " \_\_\_\_\_ " of the " \_\_\_\_\_<sup>rd</sup>" Floor, of the New Building named " \_\_\_\_\_ ", having carpet area \_\_\_\_\_ corresponding Covered / Built Up area \_\_\_\_\_ corresponding built-up area of \_\_\_\_\_ Square Feet, consisting of \_\_\_\_\_ ( \_\_\_\_\_ ) bed rooms, \_\_\_\_\_ ( \_\_\_\_\_ ) toilets, (one) kitchen, 1(one) living/ dining room and 1[one] balcony \_\_\_\_\_ described in Part-I of the 2<sup>nd</sup> Schedule below (Said Unit), situated at Municipal Premises No. \_\_\_\_\_

\_\_\_\_\_ described in the Part II of the 1<sup>st</sup> Schedule below (Said Land).

**Part II  
(Parking Space)**

1[one] Covered Space for reserved for parking of One Medium size car in the Basement of the building named \_\_\_\_\_, at Municipal Premises No. 62, \_\_\_\_\_, being Parking Space No. \_\_\_\_\_

**Part III  
(Said Unit And Appurtenances)  
[Subject Matter of Sale]**

The Said Unit, being the Unit described in Part-I of the 2<sup>nd</sup> Schedule above.

The right to park in the Parking Space, being the Parking Space described in Part-II of the 2<sup>nd</sup> Schedule above.

The Land Share, being undivided, impartible, proportionate and variable share and/or interest in the land comprised in the Said Premises described in the 1<sup>st</sup> Schedule above, as is attributable to the Said Unit.

The Share In Common Portions, being undivided, impartible, proportionate and variable share and/or interest in the Common Portions described in the 3<sup>rd</sup> Schedule below, as is attributable to the Said Unit.



**3<sup>rd</sup> Schedule**  
**(Common Portions)**

- Driveways (excluding the driveway in the front portion)
- Lobbies
- Staircases and landings
- Stair head room, office room for Association and electric meter space
- Lift machine room, chute and lift well
- Common installations on the roof above the top floor of the Said Building
- Ultimate/Top roof above the top floor of the Said Building
- Overhead water tank, water pipes, sewerage pipes of the Said Building (save those inside any Unit or attributable thereto)
- Drains, sewerage pits and pipes within the Said Building (save those inside any Unit or attributable thereto)
- Electrical installations relating to sub-station and common transformer and wiring and accessories (save those inside any Unit or attributable thereto) for receiving electricity from Electricity Supply Agency to all the Units and Common Portions
- Generator(s), wiring and accessories for providing stand by power to all the Units and Common Portions
- Lift and lift machinery
- Fire fighting equipment and accessories as directed by the Director of West Bengal Fire Services
- Boundary wall around the periphery of the Said Premises and decorative gates for ingress and egress to and from the Said Premises
- Lighting arrangement at the entrance gate and passages within the Said Premises
- Community Hall.
- Gymnasium

**4<sup>th</sup> Schedule**  
**(Common Expenses/Maintenance Charge)**

1. **Association:** Establishment and all other capital and operational expenses of the Association.
2. **Common Utilities:** All charges and deposits for supply, operation and maintenance of common utilities.
3. **Electricity:** All charges for the electricity consumed for the operation of the common machinery and equipment.
4. **Litigation:** All litigation expenses incurred for common purposes and relating to common use and enjoyment of the Common Portions.
5. **Maintenance:** All costs for maintaining, operating, replacing, repairing, white-washing, painting, decorating, re-decorating, re-building, re-constructing, lighting and renovating the Common Portions at the Said Building, including the exterior or interior (but not inside any Unit) walls of the Said Building.
6. **Operational:** All expenses for running and operating all machinery, equipments and installations comprised in the Common Portions, including lifts, generator, changeover switches, CCTV (if any), pumps and other common



installations including, their license fees, taxes and other levies (if any) and expenses ancillary or incidental thereto and the lights of the Common Portions.

7. **Rates and Taxes:** Municipal Tax, surcharge, Multistoried Building Tax, Water Tax and other levies in respect of the Said Building save those separately assessed on the Buyers.
8. **Staff:** The salaries of and all other expenses on the staff to be employed for the Common Purposes, viz. manager, caretaker, clerks, security personnel, liftmen, sweepers, plumbers, electricians etc.including their perquisites, bonus and other emoluments and benefits.

**5<sup>th</sup> Schedule  
(Specifications)  
Common Portions:**

The Common Portions will be completed and finished as follows:

<b>Structure &amp; Brick Work</b>	RCC framed construction.  External Walls: 200/250 mm thick brickwork with cement mortar in proportion (1:6) by using 1 <sup>st</sup> class kiln burnt brick.  Partition Walls: 75/125 mm thick brick work with sand cement mortar in proportion (1: 4) by using 1 <sup>st</sup> class kiln burnt bricks and in case of 75 mm thick wall wire mesh will be used at every 3 <sup>rd</sup> /4 <sup>th</sup> layer.
<b>Plaster</b>	Rough brick surface by 19 mm thick (1:6) cement sand proportion.  Finished brick surface by 12 mm thick (1:6) cement sand proportion.  Ceiling 6/10 mm thick by (1:4) cement sand proportion. Waterproof compound will be mixed during plastering of external wall.



Stair Case	Staircase will be finished with good quality Marble with railing.
Roof Treatment	Average 25mm thick IPS finished in chequered style over a leveling course of water proofing with aqua proof admixture.
Water Tank	Over Head Tank will be made of R.C.C. and distribution to each Flat will be through GI suitable pipes.
Electrical	<p>Concealed P.V.C. conduits, copper wire of desired cores of reputed make.</p> <p>MS concealed switch box with reputed make switches (Anchor or equivalent) including earthing.</p> <p>Separate Meters for all co-owners as well as for common use will be provided at extra cost.</p> <p>Two elevators (of reputed make) having capacity of eight passengers will be provided.</p> <p>Reputed make flexible copper wire will be used as under for electrical connection.</p> <p>7/20 for main/power line.</p> <p>3/20 for D.B to Junction Box.</p> <p>1/18 for Junction Box to individual light/fan point connection including 5Amp plug point.</p>
Painting And Finishing	<p>Outside face of external walls will be finished with high quality super Snowchem.</p> <p>Internal face of the walls will be finished with very good quality plaster of paris.</p> <p>Gate and grills will be painted with two coats of synthetic enamel paints over two coats of primer (Luxol silk synthetic enamel or equivalent paints will be used).</p>

Said Flat:

The Said Flat will be completed and finished as follows:



Brick Work	<p>External Walls: 200/250 mm thick brickwork with cement mortar in proportion (1:6) by using 1<sup>st</sup> class kiln burnt brick.</p> <p>Partition Walls: 75/125 mm thick brick work with sand cement mortar in proportion (1: 4) by using 1<sup>st</sup> class kiln burnt bricks and in case of 75 mm thick wall wire mesh will be used at every 3<sup>rd</sup>/4<sup>th</sup> layer.</p>
Plaster	<p>Rough brick surface by 19 mm thick (1:6) cement sand proportion.</p> <p>Finished brick surface by 12 mm thick (1:6) cement sand proportion.</p> <p>Ceiling 6/10 mm thick by (1:4) cement sand proportion.</p>
Floor of Rooms And Toilets	<p>Bed Rooms, Verandah, Drawing-Dinning will be finished with Marble slab/vitrified tiles of good quality/type.</p> <p>Kitchen &amp; Toilet will be finished with Antiskid Vitrified Tiles/Marble Tiles.</p>
Toilet Walls	Ceramic Tiles upto door heights.
Door	Sal wood frame. Hot pressed flushed doors. Decorative main door.
Window	Aluminium windows with steel grills.
Grills	Mild Steel flats/12 mm square bars will be used as per design.
Sanitary Fittings In Toilets	<p>The following will be provided:</p> <p>Tap with mixing arrangements in toilets.</p> <p>White wash basin of Hindustan or Cera or Parryware make</p> <p>White commode of porcelain of Hindustan or Cera or Parryware make</p> <p>Concealed hot and cold water pipe line with pipes of reputed make.</p> <p>Fittings will be Marc or equivalent brand.</p>
Kitchen	<p>Kitchen platform will be of Black Granite and ceramic tiles over the kitchen platform up to a height 2' 0".</p> <p>Stainless steel sink will be provided.</p>



<p><b>Electrical Points And Fittings</b></p>	<p>Concealed P.V.C. conduits, copper wire of desired cores of reputed make.</p> <p>MS concealed switch box with reputed make switches (Anchor or equivalent) including earthing.</p> <p>Reputed make flexible copper wire will be used as under for electrical connection.</p> <p>1/18 for Junction Box to individual light/fan point connection including 5Amp plug point.</p> <p>A.C. points in all rooms excepting toilets and kitchen.</p>
<p><b>Telephone</b></p>	<p>Telephone points in all rooms excepting toilets and kitchen.</p>
<p><b>Painting And Finishing</b></p>	<p>Outside face of external walls will be finished with high quality super Snowchem.</p> <p>Internal face of the walls will be finished with very good quality plaster of paris.</p> <p>Gate and grills will be painted with two coats of synthetic enamel paints over two coats of primer (Luxol silk synthetic enamel or equivalent paints will be used).</p>

**6<sup>th</sup> Schedule**

**Part-I**

**(Total Price)**

The consideration for sale of Said Units And Appurtenances is Rs. \_\_\_\_\_-[ Indian Rupees \_\_\_\_\_ only]

**Part-II**

**(Payment Schedule)**

The Total Price for the Apartment based on the carpet area is Rs. \_\_\_\_\_ = (Rupees \_\_\_\_\_ only) ("Total Price") as also mentioned in Part - I of the Fifth Schedule hereunder written, break up whereof is as follows:

Head	Price
<p>(i) Apartment No. _____; Tower No. _____ Type _____-BHK; Floor _____<sup>h</sup>; Carpet Area _____ Sq. Ft.; Built-Up Area _____ Sq. Ft. Super Built-Up Area _____ Sq. Ft.</p>	<p>Rs. _____/=</p>
<p>(ii) Store No. Nil; Tower No. Nil; Type Nil; Floor Nil; Carpet Area Nil Sq. Ft.; Built-Up Area Nil Sq. Ft. Super Built-Up Area Nil Sq. Ft.</p>	<p>Nil</p>
<p>(iii) Preferred Location Charges - Floor Rise</p>	<p>Rs. _____/=</p>
<p>(iv) Preferred Location Charges - Open Terrace</p>	