

AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE is made on this day of,
2018 **B E T W E E N** (1) **SRI RAMENDRA MOHAN SEN**, Pan No.
Pan No. HYRPS8113J, son of Late Nibaran Chandra Sen and Late
Banga Lakshmi Sen, by faith: Hindu, by occupation: Retired person, by
Nationality: Indian, residing at 153, Kailash Ghosh Road, Adarsha
Pally, Post Office: Barisha, Police Station: Haridevpur, Kolkata-
700008, District: 24 Parganas (South), (2) **SMT. SUDHA RANI**
DUTTA, Pan No.CSBPD4329Q, wife of Late Dilip Dutta daughter of
Late Nibaran Chandra Sen and Late Banga Lakshmi Sen, by faith:
Hindu, by occupation: Housewife, by Nationality: Indian, residing at
26/20, Ram Kali Mukherjee Lane, Post Office: Sinthi, Police Station:
Barahnagar, Kolkata-700050, District: North 24 Parganas, (3) (a) **SMT.**
KANAN PRABHA SEN, Pan No.EUNPS1503R, wife of Late Abani
Mohan Sen, by faith: Hindu, by occupation: Housewife, by Nationality:
Indian, (b) **SRI TAPAS SEN**, Pan No.AKLPS3681E, son of Late Abani
Mohan Sen, by faith: Hindu, by occupation: service, by Nationality:
Indian, 3(a) to 3(b) both are residing at 153, Kailash Ghosh Road, Post
Office: Barisha, Police Station: Haridevpur, Kolkata -700008, District:
South 24 Parganas, (c) **SMT. GOURI BANERJEE**, Pan
No.ALEPB1996P, wife of Sri Sambhu Banerjee, daughter of Late Abani
Mohan Sen, by faith: Hindu, by occupation: Housewife, by Nationality:
Indian, residing at 1/3, Prasanta Roy Road, Post Office: Barisha, Police
Station: Haridevpur, Kolkata-700008, District: South 24 Parganas, (d)
SMT. UMA PAL, Pan No.CDKPP3534K, wife of Sri Susanta Kumar
Pal, daughter of Late Abani Mohan Sen, by faith: Hindu, by occupation:
Housewife, by Nationality: Indian residing at 34/1, Diamond Harbour
Road, Police Station: formerly Behala now Parnasree, Kolkata-700060,
District: 24 Parganas (South), (4) (a) **SMT. PRANATI SEN**, Pan No.

IQQPS3433H, wife of Late Madan Mohan Sen, by faith: Hindu, by occupation: Housewife, by Nationality: Indian residing (b) **SUBARNA SEN**, Pan No.EVTPS2933C, daughter of Late Madan Mohan Sen, by faith: Hindu, by occupation: Service, by Nationality: Indian, 4(a) to 4(b) both are residing 153, Kailash Ghosh Road, Post Office: Barisha, Police Station: Haridevpur, Kolkata -700008, District: South 24 Parganas, (5) (a) **SRI BABLU BHOWMICK**, Pan No.AGUPB5713B, son of Late Anil Baran Bhowmick and Late Chinu Rani Bhowmick, by faith: Hindu, by occupation: Business, by Nationality: Indian, (b) **SRI GAUTAM BHOWMICK**, Pan No.AHGPB0850Q, son of Late Anil Baran Bhowmick and Late Chinu Rani Bhowmick, by faith: Hindu, by occupation: Business, by Nationality: Indian (c) **SMT. TANDRA DEY**, Pan No.CPWPD3748F, daughter of Late Anil Baran Bhowmick and Late Chinu Rani Bhowmick, by faith: Hindu, by occupation: Housewife, by Nationality: Indian, 5(a) to 5(c) all are residing 26/1/N, Kailash Ghosh Road, Post Office: Barisha, Police Station: Haridevpur, Kolkata-700008, District: South 24 Parganas, (6) **N. S. MEDCON PRIVATE LIMITED**, Pan No.AADCN3029L, having its registered office at 1/1, Kailash Ghosh Road, Parama Abasan, House No. 79, Police Station: Haridevpur, Kolkata -700008, District: South 24 Parganas, represented by its Director **SRI NARAYAN CHANDRA SEN**, Pan No.AVEPS4497A, son of Sri Ramendra Mohan Sen, by faith: Hindu, by occupation: Business, by Nationality: Indian, residing at 153, Kailash Ghosh Road, Post Office: Barisha, Police Station: Thakurpukur now Haridevpur, Kolkata-700008, District: South 24 Parganas, (7) (a) **SRI ANIRUDDHA MANNA**, Pan No.BEIPM0642H, son of Late Nil Kanta Manna and Late Pratima Manna, by faith: Hindu, by occupation: Service, by Nationality: Indian, (b) **SMT. NIVEDITA ROY**, Pan No.BYEPR9265F, daughter of Late Nil Kanta Manna and Late Pratima Manna, by faith: Hindu, by occupation: Housewife, by Nationality:

Indian, 7(a) to 7(b) all are residing 17, Motilal Gupta Road, Post Office: Barisha, Police Station: Haridevpur, Kolkata-700008, District: South 24 Parganas, West Bengal, hereinafter jointly called and referred to as the **LAND OWNERS** (which term or expression shall unless excluded by or repugnant to the context be deemed to mean and include their respective heirs, executors, administrators, legal representatives and assigns) of the **ONE PART**; the owners herein are represented by their constituted attorney namely **AZURE CONSTRUCTION PVT. LTD**, Pan No.AALCA9359E, having its registered office at 13, Crooked Lane, Post Office: Esplanade, Police Station: Hare street, Kolkata-700069, representative by its Director **SRI MEHUL KOTECHA**, Pan No.ANSPK7376E, Son of Sri Himanshu Kotecha, by religion : Hindu, by nationality : Indian, by occupation : Business, residing at 13, Crooked Lane, Post Office: Esplanade, Police Station: Hare street, Kolkata-700069, West Bengal, by virtue of registered General Power of Attorney, which was duly executed and registered on at the office of Additional District Sub-registrar at Behala recorded in Book No. IV, volume No....., Pagesto, being No. for the year 2017.

A N D

AZURE CONSTRUCTION PVT. LTD, Pan No.AALCA9359E, having its registered office at 13, Crooked Lane, Post Office: Esplanade, Police Station: Hare street, Kolkata-700069, representative by its Director **SRI MEHUL KOTECHA**, Pan No.ANSPK7376E, Son of Sri Himanshu Kotecha, by religion : Hindu, by nationality : Indian, by occupation : Business, residing at 13, Crooked Lane, Post Office: Esplanade, Police Station: Hare street, Kolkata-700069, West Bengal, hereinafter referred to as the **“DEVELOPER”** (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include the

firm and its heirs, executors, administrators, successors and or successor-in-office, legal representatives and assigns) of the **SECOND PART** :

AND

(1), son of, by faith : Hindu, by occupation :, by Nationality:..... residing at..... Post Office:.....Police Station:.....District:..... Pin code No..... State..... (2) wife of, by faith : Hindu, by occupation : residing at residing at..... Post Office:.....Police Station:.....District:..... Pin code No..... State....., hereinafter called and referred to as the **PURCHASERS/BUYERS** (which term or expression shall unless excluded by or repugnant to the context shall deem to mean and include his/her /their respective heirs, executors, administrators, legal representatives and assigns) of the **THIRD PART**;

WHEREAS Smt. Bangalakshmi Sen, wife Sri Nibaran Chandra Sen, of 10, Chandi Charan Ghosh Road, Kolkata-700008 purchased **ALL THAT** the piece and parcel of land measuring land measuring 14(fourteen) cottahs 9(Nine) chittaks more or less together with 50 years old 1550 square feet structure lying and situated of Mouza : Purba Barisha, collectorate Touzi No. 235,237-240 J.L. No. 23, under Khatian No. 1590 and 1847 of Dag No. 990, 993 and 994 present with the limits of the Kolkata Municipal Corporation in ward No. 123, being premises No. 97, Kailash Ghosh Road, under Police Station : Thakurpukur now Haridevpur, Kolkata-700008, in the District-South 24 Parganas, A.D.S.R Office Behala, D.S.R. Office Alipore, Dist-24 Pgs(S), together with all

other easement rights, facilities and amenities attached thereto from Srimati Kanak Lata Banerjee, wife of Sri Amrita Lal Banerjee of 2E, Kalachand Sannyal Lane, Police Station: Shyampukur, Kolkata-700004, by way of deed of Sale, which was executed and registered on 18.11.1959 in the office of the Sub-Registrar, Alipore Sadar, recoded in Book No. 1, Volume No. 166, pages from, 79 to 84, being No. 9243, for the year 1959.

AND WHEREAS during enjoyment upon the said property said Smt. Bangalakshmi Sen died intestate on 22.08.1987 leaving behind her three sons namely (1) Sri Abani Mohan Sen, (2) Sri Ramendra Mohan Sen, (3) Sri Madan Mohan Sen and four daughters namely (1) Smt. Sudha Rani Dutta (2) Smt. Chinu Rani Bhowmick (3) Smt. Anima Sen, (4) Smt. Pratima Manna as her heirs, successors and legal representatives, who jointly inherited the property of Late Bangalakshmi Sen.

AND WHEREAS during enjoyment upon the said property said Abani Mohan Sen died intestate on 27/11/1997 leaving behind his wife Smt. Kanan Probha Sen and one son named Sri Tapas Sen and two daughters namely Gouri Banerjee and Uma Paul as his heirs, successors and legal representatives, who jointly inherited 1/7th property of Late Abani Mohan Sen.

AND WHEREAS during enjoyment upon the said property said Madan Mohan Sen, died intestate on 11/06/2014 leaving behind his wife Smt. Pranati Sen and one daughter namely Subarna Sen as his heirs, successors and legal representatives, who jointly inherited 1/7th property of Late Madan Mohan Sen.

AND WHEREAS during enjoyment upon the said property said Chinu Rani Bhowmick alias Chinu Bhowmick died intestate on 13/11/2015 leaving behind her two sons namely Sri Bablu Bhowmick, and Sri Gautam Bhowmick, and one daughter Smt. Tandra Dey, as her legal heirs, successors and legal representatives, who jointly inherited 1/7th property of Late Chinu Rani Bhowmick.

AND WHEREAS during enjoyment upon the said property said Pratima Manna died intestate on 26/02/2009 leaving behind her one son namely Sri Anirudha Manna, and one daughter Smt. Nivedita Roy, as her heirs, successors and legal representatives, who jointly inherited 1/7th property of Late Pratima Manna.

AND WHEREAS Anima Sen during her life time sold conveyed her undivided 1/7th share i.e. land measuring 2 cotahs 14 chittaks 9 square feet out of 14 cottahs 9 chittaks lying and situated at premises 180 Kailash Ghosh Road, now renumbered as Premises No. 97, Kailash Ghosh Road as in ward No.123 of Kolkata Municipal Corporation, Police Station, Thakurpukur, unto and in favour of **N. S. MEDCON PRIVATE LIMITED**, having its registered office at 1/1, Kailash Ghosh Road, Parama Abasan, House No. 79, Police Station: Haridevpur, Kolkata -700008, District: South 24 Parganas, representative by its Director Sri Narayan Chandra Sen, son of Sri Ramendra Mohan Sen of 153, Kailash Ghosh Road, Post office: Barisha, Police Station: Haridevpur, Kolkata-700008, District: South 24 Parganas, the owners No.6 herein, by way of Deed of Conveyance, which was executed and registered on 19.10.2011 in the office of the Additional Registrar of Assurance –I, Kolkata, recorded in book No. 1, CD volume No. 20, pages from 3629 to 3640 being No. 09104 for the year 2011 and thereafter from the said deed it appears that, present renumbered premises No. 97, Kailash Ghosh Road, was not mentioned in the said

deed and in its place old premises No.180, Kailash Ghosh was recorded and accordingly one of the legal heirs of said Anima Sen namely Sri Shyama Prasad Sen on 17.01.2017 executed and registered a deed of declaration to rectify the said mistake of the said deed being No. 09104 for the year 2011, the said deed of declaration was executed and registered in the office of the ADSR-Behala, recorded in book No. 1, volume No.1607-2017, pages from 12491 to 12505, being No. 160700349 for the year 2017.

AND WHEREAS during the enjoyment by the owners, after physical survey, it appears that, the land measuring 6 cottahs 8 chittaks 5 square feet within R.S. Dag No. 993 under R.S. Khatian No. 1590 and 1589 and Land measuring 5 cottahs 10 Chittaks 8 square feet within R.S. Dag No. 994 under R.S. Khatian No. 1589 and 1590 and land measuring 2 cottahs 6 chittaks 32 square feet within Dag No. 990/1295, which was arose in the revisional settlement as Bata Dag No. 990/1295 after braking the Dag No 990 under Khatian No.1847.

AND WHEREAS the owners are in possession of the schedule property as absolute owners and enjoying the same without interruption from anybody else by mutating their names before the Kolkata Municipal Corporation, in ward No. 123, recorded as Premises No. 97, Kailash Ghosh Road, Kolkata-700008, thus the One Part herein is the absolute Owners collectively of the said property more fully and particularly described in the **SCHEDULE "A"** hereunder written and hereinafter referred to as the **"SAID PROPERTY"** and while thus seized and possessed of the same intended to develop their property by raising a building thereon and is looking for a prospective builder/developer for the same.

AND WHEREAS the Developer of the other part herein, being experienced in developing the property, has approached the Owners to develop the same by constructing a multistoried building thereon in accordance with the proposed building plan to be sanctioned by The Kolkata Municipal Corporation, (S. S. Unit) in the name of the land owners under certain terms and conditions appended herein below.

AND WHEREAS the Owners being agreed with the said proposal of the Developer entered into an Agreement for Development under certain terms and conditions as mutually agreed thereon, the said deed of Development Agreement executed and pending for registration on 06.08.2017 and registered on 07.08.2017 at the office of Additional District Sub-registrar at Behala, recorded in Book No. I, volume No. 1607-2017, Pages 208915 to 208989, being No. 1607707197 for the year 2017 and the owners also executed a registered general power of attorney in favour of the Developer, which was duly executed and registered on 19.11.2012 at the office of Additional District Sub-registrar at Behala executed and pending for registration on 08.08.2017 and registered on 10.08.2017 at the office of Additional District Sub-registrar at Behala, recorded in Book No. I, volume No. 1607-2017, Pages 221005 to 221057, being No. 160707498 for the year 2017.

AND WHEREAS by virtue of the said development agreement and power of attorney the Developer mutated the owners names in the office of the Kolkata Municipal Corporation in ward No. 123 under premises No.97, Kailash Ghosh Road, Kolkata-700008, corresponding to mailing address No.153, Kailash Ghosh Road, Police Station: formerly Thakurpukur now Haridevpur and the owners mutated their names in the office BL& LRO as recorded owners and for the construction of the building upon the **SCHUDULE "A"** property converted into Bastu land in place of Danga Land.

AND WHEREAS the Developer has obtained Building Plan vide B.S. Plan No. dated from the Kolkata Municipal Corporation, Building Department, Borough No. and constructing Ground plus three storied Building consisting of several self contained flats and car parking upon the **SCHEDULE 'A' PROPERTY** as per sanctioned plan.

AND WHEREAS the developer is constructing building and during the construction of the building the Developer herein has declared to sell the flats and car parking from the developer's allocations and knowing the said proclamation the Purchaser/s herein proposed to the developer to purchase the..... one flat from the said proposed building.

AND WHEREAS the Purchaser/s has/have inspected the documents relating to the land, sanction plan approved by the Kolkata Municipal Corporation, area of the flat, the site plans of the proposed flat and related documents and being satisfied for the same and the Purchaser/s herein have agreed and proposed to purchase **ALL THAT** one self contained residential flat being flat No., measuring Square Feet Super built-up area more or less comprising of (.....) bed room, 1(one) Kitchen,1(one) living cum dining, 1(one) bath and privy, 1(one) balcony, 1(one) w.C., at the side in thefloor of the Ground plus three storied building hereinafter referred and called as "**Said flat**", which is morefully and particularly described in the **SCHEDULE "B"** hereunder written, including undivided impartible share of land described in the **SCHEDULE "A"** written hereunder and together with all easement and quasi-easement rights and common rights to use the common parts and portions and common maintenance of the building, more particularly described in the **SCHEDULE "C"& "D"** written hereunder at a total consideration

amount of Rs./- (Rupees) only and Developer herein have agreed with proposal of the Purchasers and the parties herein entered into this agreement for sale with certain terms and conditions mentioned hereunder written.

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

1. **Satisfaction of Buyer:** The Buyer confirms, accepts and assures the Developer that the Buyer is acquainted with, fully aware of and thoroughly satisfied about the title of the Developer, the Plans, all the background papers recited in Clause 5 above and the rights of the Developer to enter into this Agreement and shall not raise any objection with regard thereto.

2.. **Financial Capacity of Buyer:** The Buyer confirms, accepts and assures the Developer that the Buyer has the financial and other resources to meet and comply with all financial and other obligations under this Agreement, punctually.

3. **Measurement:** Tile super built up area of the Flat is tentative and is subject to final determination on completion and finishing of the Flat. For such final determination, the Parties confirm, accept and assure each other that the certificate of _____ of _____, Kolkata – 70..... and/or such other architect or architects that the Developer may appoint from time to time (**Architect**), shall be final and binding on the Parties and none of the Parties shall be entitled to question and challenge the same at any time or under any circumstances. The Total Consideration (defined below) shall increase/decrease in accordance with the final super built up area as certified by the Architect.

4. **Super Built Up Area:** Super Built Up Area shall, according to its

context, means the plinth area of the Flat or all the flats in the building which contains the Flat, including, the bathrooms and balconies and also the thickness of the outer walls, internal walls and pillars and also including a proportionate share of the Common Portions including staircase and landings, over head and underground reservoirs, etc.

5. **Built Up Area:** Built up Area shall, according to its context, means the plinth area of the Flat, including, the bathrooms and balconies and also the thickness of the internal walls, pillars and outer walls (but 50% (fifty percent) of such outer walls, which are common between two flats).

6. **Extras:** In addition to the Total Consideration, the Buyer shall also pay proportionate Costs, expenses, deposits and charges, as and when demanded by the Developer, the following:

a) **Electricity:** obtaining and providing electricity supply and meter including, those on account of and/or for transformer and electrical sub-station, if any, HT/LT line supply, supply cables, switch gears, etc.

b) **Deep Tube Well and De-ironing Plant: providing deep tube** well (if permitted by KMC) and de-ironing plant.

c) **Common Generator:** providing common generator.

d) **Fire Fighting Equipments:** providing fire-fighting equipments in the Complex.

e) **Additional Work:** any variation in specification or Plans or extra work done as per desire of the Buyer. Variation in specification shall mean variation/change of the specifications given in the **SCHEDULE “E”** below. Consent in writing for such variation or additional/extra work has to reach the Developer along with payment of the estimated expenses thereof, prior to execution of the work.

f) **Stamp Duty and Registration Costs:** preparation, stamp duty, registration fees, charges and miscellaneous expenses for this document and all other documents to be executed in pursuance hereof, which costs will be billed at actual and paid within 7 (seven) days.

g) **GST:-** The purchaser shall pay GST to the developer as rules of the GOVT.

6) Possession:

Notice of Possession: Subject to force majeure (natural calamities, acts of God, shortage of resources, legal bars, reasons beyond control of the Developer), within.....the Developer shall make the Flat habitable and give notice to the Buyer and within 15 (fifteen) days of date of the receipt of Notice, take possession of the Flat and Appurtenances, after fulfilling all obligations under this Agreement, including payment of the balance of the Total Consideration as per payment schedule mentioned in the **SCHEDULE "F"**.

Deemed Possession: The Buyer shall, unless the Buyer takes possession earlier, be deemed to have taken possession of the Flat and Appurtenances on the Date of Possession, irrespective of when the Buyer takes actual physical possession. Date of Possession shall thus mean the date on which the Buyer takes physical possession of the Flat And Appurtenances or the 15th day of the date of the Notice, which ever is earlier.

Complete Satisfaction on Possession: On the Date of Possession, the Buyer shall be deemed to be completely satisfied with all aspects of the Flat And Appurtenances, including the measurement of the Flat And Appurtenances, with regard to which the Buyer shall accept that the certificate of Architect as final and binding.

Commencement of Outgoings: From the Date of Possession, all

outgoings in respect of the Flat And Appurtenances, including proportionate share of the common expenses/maintenance charges mentioned in the Schedule "D" below (collectively Common Expenses/Maintenance Charges), shall become payable by the Buyer.

7) Indemnity:

Indemnification by Buyer: The Buyer indemnifies and agrees to keep the Developer saved, harmless and indemnified of, from and against any loss or damages the Developer may suffer as a result of non-payment, non-observance or non-performance by the Buyer of the Buyer's Covenants and/or the terms contained in this Agreement.

Indemnification by Developer: The Developer indemnifies and agrees to keep the Buyer saved, harmless and indemnified of, from and against any loss or damages the Buyer may suffer as a result of non-observance or non-performance by the developer and/or the terms contained in this Agreement.

8. Force Majeure

In case there be delay in the Developer's fulfilling its obligations hereunder due to any natural calamities, acts of God, shortage of resources, legal bars, reasons beyond control of the Developer or reasonable estimation, then it shall not be liable to pay any interest or damages therefore.

9. Termination and its effect:

a. **Cancellation by Buyer:** In the event the Buyer cancels / rescinds / terminates / determines this Agreement on any ground whatsoever except breach of Developer's Covenants, the Developer will have right to forfeit 10% (ten percent) of the actual amount paid by the Buyer, till the date of such cancellation.

b. Breach of Buyer's Covenants: In the event the Buyer fails and/or

neglects to perform any of the Buyer's Covenants, this Agreement shall, at the option of the Developer, stand cancelled and/or rescinded, upon which the Developer shall refund to the Buyer all payments received till the date of such cancellation, after deducting 10% (ten percent) of the actual amount paid by the Buyer, till the date of such cancellation, as liquidated damages. In the event the Developer condones the delay of any payment due under this Agreement, the Buyer shall be liable to pay interest @ 15% per annum for the period of delay on all amounts due and outstanding. However, such right of condonation is exclusively vested in the Developer.

c. **Breach of Developer's Covenants:** In the event the Developer fails and/or neglects to perform any of the Developer's Covenants, this Agreement shall, at the option of the Buyer, stand cancelled and/or rescinded, upon which the Developer shall refund to the Buyer all payments received till the date of such cancellation along with interest @ 15% per annum from the respective dates of payment till the date of refund.

d. **Effect:** Upon termination of this Agreement, neither the Buyer shall be entitled to claim any right, title and interest, either equitable or otherwise, over and in respect of the Mat And Appurtenances and/or the Premises or part or portion thereof nor shall the Buyer be entitled to claim any charge on the Mat And Appurtenances, the Premises and/or any part or portion thereof in any manner whatsoever. The effect of such termination shall be binding and conclusive on the Buyer.

10. **Total Consideration:** The total consideration for transfer of the flat and appurtenance has been mutually agreed upon settled and fixed at Rs.....(Rupees) only. The Purchasers have agreed to pay to the developer the agreed consideration money in

the mode and manner as hereunder mentioned in **PAYMENT SCHEDULE** mentioned in schedule “F” hereunder written. A timely payment of the total consideration is the essence of this agreement.

11. **Buyer’s Covenants:**

- i. **Buyer Aware of and Satisfied with Complex/Premises and Construction:** The Buyer admits and accepts that the Buyer, upon full satisfaction and with complete knowledge of the Common Portions, specifications and all other ancillary matters, is entering into this Agreement. The Buyer has examined and is acquainted with the Complex, to the extent already constructed and to be further constructed and has agreed that the Buyer shall neither have nor shall claim any right over any portion of the Complex/Premises save and except the Flat And Appurtenances.
- ii. **Nomination by Buyer Prohibited:** The Buyer admits and accepts that the Buyer shall not nominate or assign the rights under this Agreement without the written consent of the Developer, which may be given upon payment of transfer fees as decided by the Developer.
- iii. **Buyer to pay Municipal Taxes and Maintenance Charges:** The Buyer admits and accepts that the Buyer shall pay Municipal taxes (proportionately for the Complex and wholly for the Flat And Appurtenances), from the Date of Possession until the Flat And Appurtenances is separately mutated in favour of the Buyer, on the basis of the bills to be raised by the Developer/Association, such bills being conclusive proof of the liability of the Buyer in respect thereof. The Buyer also admits and accepts that the Buyer shall have mutation completed at the earliest. The Buyer further admits and accepts that the Buyer shall pay proportionate share of the Common Expenses/Maintenance Charges of the Complex as indicated in the

Schedule "D" below, on the basis of the bills as raised by the Developer/Association, as the case may be, without claiming any deduction or abatement in any manner or on any account, from the Date of Possession.

- iv. **Buyer to Pay Interest for Delay and/or Default:** The Buyer admits and accepts that the Buyer shall pay, without raising any objection in any manner whatsoever and without claiming any deduction or abatement whatsoever, all bills raised by the Developer/Association, within 7 (seven) days of presentation thereof, failing which the Buyer shall pay interest @ 24% (twenty four percent) per annum, compoundable monthly, to the developer/Association, such interest running till such payment is made. The Buyer also admits and accepts that in the event such bills remain outstanding for more than 2 (two) months, the Developer/Association shall be entitled to discontinue all the common facilities, amenities and services to the Buyer.
- v. **Developer's Charge/Lien:** The Buyer admits and accepts that the Developer shall have the first charge and/or lien over the Flat And Appurtenances for all amounts remaining outstanding from the Buyer.
- vi. **No Obstruction by Buyer to Further Construction:** The Buyer admits and accepts that the Developer is entitled to construct further storied on and above the roof of the top floor of the Building and/or to make other constructions elsewhere in the Complex and the Buyer shall not obstruct or object to the same. The Buyer admits and accepts that the Developer and/or its employees and/or agents and/or contractors shall be entitled to use and utilize the building Common Portions and the Complex Common Portions for movement of building materials and for other purposes as may become necessary for making such further' construction and the Buyer shall not raise any objection in any manner whatsoever with regard thereto.

- vii. **Variation of Share on Further Construction:** The Buyer admits and accepts that in the event of such further construction, the Land Share and the proportionate share of the Flat shall stand altered and/or modified accordingly.
- viii. **Buyer to Participate in Formation of Association:** The Buyer admits and accepts that the Buyer and other co-owners shall form the Association and the Buyer shall become a member thereof and only to the extent of unsold flats, if any, the Developer shall become a member of the Association. The Buyer shall bear and pay the proportionate costs of formation and the expenses of the Association and shall pay for, acquire and hold membership with proportionate voting rights and in this regard the Buyer shall sign, execute and deliver necessary applications and all other papers, declarations and documents as may be required. The Buyer also admits and accepts that until formation of the Association, the Developer shall look after the maintenance of the Complex and Premises. Upon formation of the Association, all rights and obligations with regard to maintenance and the residue then remaining of the Deposits, if any, made by the Buyer, after adjustment all amounts then remaining due and payable, shall be transferred to the Association. The Deposits shall thereafter be held by the Association in the account of the Buyer respectively, for the purposes thereof.

12. That, after delivery of possession the Purchaser shall not do the following act, deed and things as follows :-

- a) Not to do any act, deed or thing whereby and where under other owner and/or occupier of the said building and/or the said premises are or be any way affected and/or which affects or prejudices the right of use and enjoyment of the undivided share in the said land and/ or common parts of the said, building. Not to use other than purposes.

- b) Not to throw any rubbish or store any articles in any part of common areas or in any other parts of the said building or permit the same to be accumulated save to such extent and at such place of places (if any) as may be specifically permitted by the Builder/Developer in writing.
- c) Not to cause any nuisance or annoyance to the other occupants of other flats of the said building or any other buildings at the said premises in any manner whatsoever.
- d) Not to carry on any obnoxious noisy offensive illegal or immoral activity in the said flat or any other portions of the said building including common parts thereof or in any portion of the said premises.
- e) Not to do anything whereby the other occupiers of the building or any other buildings at the said premises are obstructed in or prevented from enjoyment of their respective occupations quietly and exclusively and use of common areas of the said building jointly.
- f) Not to claim any right in any other parts of the building save as may be necessary for ingress and egress of materials utilities, pipes, cables and lines to be installed in the flat.
- g) Not to claim any partition or sub-division of common areas of the said building and not to make any structural additions or modifications of permanent nature, partition, sub-division, or cubicles in the flat and not to divided into smaller sizes or making separate independent portions of the said flat of permanent nature, wooden partition and fixtures excepted.
- h) To keep the said flat in good substantial repairs and conditions and free of any damage and destruction.

i) Not to do anything, which may cause any damage or risk to or prejudice the floor or ceiling of the said flat.

13. **The Developer's covenants:-**

a. The Developer shall be entitled to make such revisions, alterations and modifications as per law.

b. The Developer using standard materials for the construction and erection of the said unit and building as per his good choice.

c. The Developer has represented to the Purchasers/buyers that Schedule 'A' & Schedule 'B' property is free from all encumbrances.

d. That, the Developer has not executed any agreement for sale with any other third party earlier relating to the Schedule 'B' property except the Purchasers herein.

e. The Developer shall bear and pay all the outgoings and liabilities of the Schedule 'A' property hereunder including B.L. & L.R.O. Khajna and Kolkata Municipal Corporation taxes, etc. before the construction work of the building.

f. That, developer self and constituted attorney of owners shall execute and register the deed of conveyance unto and favour of the purchasers after receiving the full and final consideration.

g. Under no circumstances the Developer shall be liable to handover possession of the said flat until all the payments required to be made have duly been paid to the Developer by the purchasers.

h. The Developer shall sign the loan documents of any financial institutions if the Purchasers shall purchase the said flat by obtaining loan.

i. That the Completion Certificate of the building will be arranged at the cost of the Developer.

j. That, The developer shall provide one pucca temple exclusively for the land owners at the north east side of the premises and all the land owners shall manage and maintain the temple as per their sole discretion, in that case the buyers of the building as well as the developer shall not raise any objection.

SCHEDULE "A" ABOVE REFERRED TO:

(DESCRIPTION OF THE PROPERTY)

ALL THAT the piece and parcel of Bastu land measuring land measuring **14 (fourteen) Cottahs 9 (Nine) Chittaks** more or less together with proposed building thereon, comprising of land measuring **6 Cottahs 8 Chittaks 5 Square feet** within R.S. Dag No. 993 under R.S. Khatian No. 1590 and 1589 and Land measuring **5 Cottahs 10 Chittaks 8 Square feet** within R.S. Dag No. 994 under R.S. Khatian No. 1589 and 1590 and land measuring **2 Cottahs 6 Chittaks 32 Square feet** within Dag No. 990/1295 under Khatian No.1847 all under Mouza : Purba Barisha, collectorate Touzi No. 235, 237-240, J.L. No. 23, within the limits of the Kolkata Municipal Corporation in ward No. 123, being premises No. 97, Kailash Ghosh Road, formerly premises No. 180, Kailash Ghosh Road, under Police Station : Thakurpukur now Haridevpur, Kolkata-700008, in the District-South 24 Parganas, A.D.S.R. Office Behala, D.S.R. Office Alipore, Dist-24 Pgs(S), together with all other easement rights, facilities and amenities attached thereto, which is butted and abounded as follows;

ON THE NORTH : 10' feet wide passage;

ON THE SOUTH : 12' feet wide passage;

ON THE EAST : Plot No. II;

ON THE WEST : Land of Sushil Kr. Samadder, Plot No. II & III;

SCHEDULE "B" ABOVE REFERRED TO:

(Description of flat)

ALL THAT one proposed self contained residential flat No., measuring Square Feet Super built-up area more or less comprising of (.....) bed room, 1(one) Kitchen 1(one) living cum dining, 1(one) bath and privy, 1(one) balcony, marble flooring at theside in the floor of the Ground plus three storied building, together with undivided impartible proportionate share of land of the **SCHEDULE 'A' PROPERTY** together with common right to use common parts and portions of the building thereto and including easement right and privileges attached thereto details of which is given in the **SCHEDULE 'C' PROPERTY** hereunder written.

SCHEDULE "C" ABOVE REFERRED TO:

(COMMON PARTS AND PORTIONS OF THE BUILDING)

1. Entrance and Exit, egress and ingress.
2. Boundary Wall and main gate.
3. Drainage and sewerage lines and other installations of the same.
4. Electric Wirings and other fittings.
5. Water Supply system, roof, septic tank, Lift and accessories fittings and fixture.
6. Water pump, water reservoir together with all common plumbing installations for carriage of water.
7. Drains, sewers and pipes of the premises.

7. Such other common parts, common area, equipments, installations, fittings, fixtures and spaces in and around the land and the building as are necessary for passage to and/or user of the units in common by the co-owners.
8. All costs of maintenance operating replacing repairing whitewashing painting decorating redecorating rebuilding reconstruction lighting the common portion and the common areas of the proposed building including outer walls.

SCHEDULE "D" ABOVE REFERRED TO

(COMMON EXPENSES)

1. All cost of maintenance, operating, repairing, colour washing, Plinth, decorating, re-building, re-construction, redecorating, repair of main structure, lighting, the common portions and common areas of the building, including the outer walls.
2. All charges and deposits for suppliers for common utilities to the Co-owners in common.
3. Municipal Corporation taxes, multistoried building tax, water taxes if any and other levied in respect of the land and building save those separately assessed of the purchaser's unit.
4. Insurance premium for the building. Municipal tax, surcharge, water tax,
5. Cost of formation and operation of the association of the flats Owners. salary of staff, caretaker, clerks, security personal, lift man, sweepers, plumbers, electricians, etc..
6. The office expenses incurred for maintaining an office for common purposes
7. All litigations expenses for the common purposes and relating to the common use and enjoyment of the common portions.

SCHEDULE "E" ABOVE REFERRED TO:-
(SPECIFICATION)

1. **FOUNDATION :**

The Building is designed of R.C.C. Fittings and frames.

2. **WALLS :**

All external walls shall be 200 mm brick with cement plaster. All internal partition walls will be 125 mm to 75 mm thick with both side plasters. All inside wall will be coated with plaster of paris.

3. **FLOORING / DOOR / WINDOW :**

- i) All Bedrooms, Kitchen, Living/ Dining Room will be finished with marble/ tiles.
- ii) Toilet floor will be of Marble Finish.
- iii) White colour glazed tiles will be provided in all bathroom toilets up to 5'-6" height.
- iv) Tiles will be provided at Cooking shelf with 2 ft 6 inches dado upon the Cooking shelf.

4. **DOORS/ WINDOWS:**

- i) Wooden Frame with Flush Door.
- ii) Aluminium sliding Windows with M.S. Grill.

5. **ELECTRIFICATION:**

Concealed copper wiring will be provided in the Flat, 15 Amps points will be provided in toilet and kitchen. Exhaust fan point

will be provided in kitchen. One AC point in one Bed room of the flat.

6. **SANITARY & PLUMBING :**

- i) Concealed water pipeline.
- ii) Hindware Ordinary fitting i.e. Commode, Basin, A-1 type pan will be provided.
- iii) Steel Sink in Kitchen.
- iv) Low height PVC white cistern will be provided.
- v) Reputed Brand C.P Fitting in Toilets & Bathroom.

7. **WATER :**

Permanent K.M.C. Water supply.

8. Owners or intending purchaser/s would spend for meter deposit, service charge and/or any expenses towards CESC Ltd. Out of specifications the construction cost will be borne by the owners or intending purchaser/s. All fittings of the building to be provided by the developer's choice.

SCHEDULE "E" ABOVE REFERRED TO:-

PAYMENT SCHEDULE

- a) At the time of execution of this Agreement a sum of Rs.,000/-
- b) Immediate after ground floor roof casting.... Rs.,000/-
- c) Immediate after completion of 1st floor roof casting...Rs.,000/-
- d) Immediate after completion of 2nd floor roof casting...Rs.,000/-
- e) Immediate after completion of 3rd floor roof casting...Rs.,000/-
- f) Immediate after completion of brick works of flats Rs.....,000/-

- g) immediate completion of the inside plaster ... Rs.,000/-
h) immediate completion of the outside plaster Rs.,000/-
i) After completion of door, window and floor Rs.,000/-
j) At the time of delivery of possession or at the
time of registration of Deed of Conveyance,
which ever is earlier..... Rs.,000/-

IN WITNESS WHEREOF the **PARTIES** hereto have executed and delivered these presents on the day, month year first above written.

SIGNED, SEALED & DELIVERED

by the **PARTIES** at Kolkata in the presence of :

WITNESSES :

1.

2.

Signature of the ***VENDORS***

Signatures of the **DEVELOPER**

Signature of the **PURCHASER/S**

Drafted by :

(Anup Kumar Syamal)

Advocate,

Alipore Judges' Court

Kolkata : 700027.

MEMO OF CONSIDERATION

RECEIVED of and from the within named **PURCHASER/S**, the within mentioned sum of Rs./-(Rupees) only out of total consideration amount of Rs./- (Rupees) only against the Schedule "B" as per Memo below:-

1. : Rs.

Rs./-

(Received Rupees only)

Signature of the *DEVELOPER*

WITNESSES:

1.

2.