

AGREEMENT FOR SALE

1. **Date** :

2. **Place** : **Kolkata**

3. **Parties** :

3.1 1) **SRI SANJAY SINGH RATHOR**, proprietor, **M/S. NVR STEELS** having PAN: ALXPS8607H, having its registered office at 106, Girish Ghosh Road, P.O.- Belurmath, P.S.- Belur, Howrah-711202, 2) **ROSHNI RATHOR** having PAN: AVQPR7680C, 3) **VIKASH RATHOR** having PAN: BVGPR7610K both daughter and son respectively of Sri Sanjay Singh Rathor, both resident of Block-2, Flat No. 7C, 5, J.B.S. Halden

Avenue, P.O.-Dhapa, P.S.- Pragati Maidan, Kolkata-700105,4) **MANJIT SINGH** having PAN: BMHPS9468Q, son of Shri Bijendra Singh, resident of 409, P. K. Guha Road, Neelam Bhawan, P.S.-Dum Dum, Kolkata-700 028, 5) **PRAVEEN SINGH** son of Shatrughna Singh having PAN: ARUPS2869S, resident of C46 New Raipur Road (East), Kolkata-700084, 6) **JALAN HI -MECH PVT. LTD.** having PAN: AAACJ6553G, a Company incorporated under the Companies Act, 1956 and having its Registered Office at 2nd Floor, 238A, A.J.C. Bose Road, P.S. Bhowanipore, Kolkata-700020, represented by its Director MR. SANJIV KUMAR TAYAL, 7) **JALAN NIKETAN PVT. LTD.** having PAN: AABCJ1715B, a Company incorporated under the Companies Act, 1956 and having its Registered Office at 2nd Floor, 238A, A.J.C. Bose Road, P.S. Bhowanipore, Kolkata-700020, represented by its Director MR. VIJAY MOHAN JALAN, 8) **TULSI ABASAN PVT. LTD.** having PAN: AACCT4671K, a Company incorporated under the Companies Act, 1956 and having its Registered Office at 238A, A.J.C. Bose Road, 2nd Floor, P.S. Bhowanipore, Kolkata-700020 formerly at 122, J.N. Mukherjee Road, Ghosuri, Howrah-711107, represented by its Director MR. NIKHIL CHAKRABORTY, 9) **MAA DURGA ABASAN PVT. LTD.** having PAN: AAFCM6137L, a Company incorporated under the Companies Act, 1956 and having its Registered Office at 2ND Floor, 236B, A.J.C. Bose Road, P.S. Bhowanipore, Kolkata-700020, represented by its Director MR. GAURAV KARNANI, hereinafter jointly called the **OWNERS** (which term or expression as unless otherwise excluded by or repugnant to the subject in the case of the individuals shall mean and include their respective heirs, legal representatives, executors administrators and assigns and in the case of the companies shall mean and include their respective successor and/or successors in office/interest and assigns) of the **FIRST PART.**

AND

3.2 **JALAN BUILDERS PRIVATE LIMITED** having PAN: AABCJ7754Q, a Company registered under the Companies Act, 1956, having its registered office at 236B, A.J.C. Bose Road, 'MARBLE ARCH' 2nd Floor, Kolkata-700020 represented by its Director **MR. PRATIJK JALAN**, son of Shri Brij Mohon Jalan, hereinafter referred to as **DEVELOPER** (which expression shall unless excluded by or repugnant to the subject or context be deemed to include its successor in office, executors, administrators, legal representatives and/or assigns) of the **SECOND PART.**

AND

3.3 MR./MRS./MESSERS.....
 S/o, D/o, W/o
 having PAN:.....resident of

 hereinafter referred to as the PURCHASER/S (which expression shall unless excluded by or repugnant to the subject or context be deemed to include his/her heirs, legal representatives, executors, administrators and /or assigns) of the THIRD PART.

DEFINITIONS:

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

- i) "Act" means the West Bengal Housing Industry Regulation Act, 2017 (West Ben. Act XLI of 2017);
- ii) "Rules" means the West Bengal Housing Industry Regulation Rules, 2018 made under the West Bengal Housing Industry Regulation Act, 2017;
- iii) "Regulations" means the Regulations made under the West Bengal Housing Industry Regulation Act, 2017;
- iv) "Section" means a section of the Act.

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 and Terms and Conditions for transfer of:

4.2 **Said Unit:** being **ALL THAT** Unit No. on the floor of Tower No.**MEASURING**.....**Sq.ft.** (.....
**Sq.ft.**)of **Carpet area** (more or less) and Varanda/ Balcony.....**sq.ft.**(.....**sq.ft.**)

hereinafter referred to as the **CHARGEABLE AREA** in the building to be constructed on the demised land together with right to park in the open/covered/basement area of the building for parking of medium sized motor car/s.

4.3 **WHEREAS:**

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

- i) **Said Unit:** being **ALL THAT** Unit No. on the floor of Tower/Block No. **MEASURING****Sq.ft.** (..... Sq.ft.) of **Carpet area** (more or less) and **Varanda/Balcony**sq.ft. (.....sq.ft)(more or less)hereinafter referred to as the **CHARGEABLE AREA** in the building to be constructed on the demised land together with right to park in the open/covered/basement area of the building for parking of medium sized motor car/s.
- ii) **Land Share:** Undivided, proportionate, indivisible, variable and impartible share and/or interest (Land Share) underneath the respective tower in the said Premises more fully described in the First Schedule hereto (Demised Land), as be attributable and appurtenant to the Said Unit.
- iii) **Share in the Common Portions:** Undivided, proportionate, Indivisible and impartible share and/or interest, as be attributable to the Said Space/Flat/Unit, in the common areas, amenities and facilities of the Building, described in the Third Schedule hereto (Share in the Common Portions).
- iv) **Said Unit and Appurtenance:** Said Unit, Land Share and Share in the Common Portions collectively **Said Unit and Appurtenances.**
- v) **Development Agreement:** For executing the Project, the Owners have appointed the Developer to undertake the development of the said Property, on the terms and conditions contained and recorded in a Development Agreement dated 03.10.2016 which has been

registered at the office of the ADSR Bishnupur and recorded in the Book No.1, Volume No.1613-2016, pages from 120872 to 120930, Being No.161305481 for the year 2016. The owners have also executed a Power of Attorney in favour of the Developer dated 03-10-2016 which has also been registered at the office of the ADSR Bishnupur and recorded in the Book No.1, Volume No.1613-2016, pages from 119327 to 119350, Being No.161305482 for the year 2016. In terms of the Development Agreement, the Owners and the Developer have agreed to jointly sell and transfer the total constructed area forming part of the Development in favour of various intending purchasers and to share the net revenue in the manner as provided for in the said Development.

5. (a) **ADJOINING PREMISES** shall mean the present premises at L.R. Dag No.435 and 436, measuring 9 decimal and 8 decimal respectively, abutting the said Present Premises on its Eastern side (more fully and particularly mentioned and described in **Part-II of the First Schedule** hereunder written);
 - (b) **SAID PREMISES/ ULTIMATE PREMISES** shall mean the premises/ property to be formed upon amalgamation of the said Present Premises and the said Adjoining Premises in due course as hereinafter dealt with, which is more fully and particularly mentioned and described in **Part-III of the First Schedule** hereunder written.
6. **HOUSING COMPLEX** shall mean the Housing Complex named "**NVR PRIDE**" being planned and constructed by the Developer at the said Premises /Ultimate premises, presently consisting of **(2) Towers** at the Present and to ultimately consist of () Towers at the said Premises / Ultimate Premises (in short hereinafter called "the Towers"), containing several independent and self contained flats, parking spaces and other constructed areas.
 7. **CO-OWNERS / UNIT-HOLDERS** according to the context shall mean all the buyers/owners who from time to time have purchased or agreed to purchase or *may* in future agree to purchase from the Developer and Owners herein and shall have taken possession of their respective units, including the said Developer and Owners for those units not so alienated or agreed to be alienated by the said Developer.

8. **COMMON AREAS AND INSTALLATIONS** shall mean the areas installations and facilities in the said Housing Complex expressed or intended by the said Developer for common use and enjoyment by the occupants of the Housing Complex such as paths passages driveways, staircases of the Towers alongwith their full and half landings with respective stair covers on the ultimate roofs, entrance and exit gates of the said Premises / Ultimate Premises, entrance cum Reception in the ground floor of the Towers, Lifts alongwith lift shafts and the lobby in front of them and Lift machine rooms, water supply system, water waste and sewerage evacuation pipes from the units to drains and sewers common to the Housing Complex and from the Housing Complex to the municipal drain, and shall include the Facilities mentioned and specified in the Third Schedule hereunder written. It is clarified that the Common Areas and Installations shall not include the parking spaces, roofs/terraces' at different floor levels attached to any particular unit/s and other open and covered spaces at the Housing Complex and/or the said Premises / Ultimate Premises and/or the Towers which the said Developer may from time to time express or intend not to be so included in the common areas and installations.
9. **COMMON EXPENSES** shall mean and include all expenses to be incurred for the management maintenance upkeep and administration of the Common Areas and Installations and rendition of common services in common to the co-owners of the Housing Complex and all other expenses for the common purposes to be contributed and shared by the Co-owners.
10. **COMMON PURPOSES** shall mean and include the purpose of managing maintaining up keeping and administering the Common Areas and Installations, rendition of services in common to the Unit Holders / Co-owners in the Housing Complex for the Common Areas and Installations, collection and disbursement of the common expenses and dealing with all matters of common interest of the Unit Holders.
11. **UNITS** shall mean all the flats / apartments / saleable spaces / constructed areas in the Housing Complex capable of being independently and exclusively held used occupied and enjoyed by any person And wherever the context so permits or intends shall include the Parking Space/s and/or Servant Quarter/s and/or store-room/s and/or terrace/s, if

any, and also the proportionate undivided share in the Common Areas and Installations, attributable thereto.

12. **PARKING SPACES** shall mean covered car parking spaces in or portions of the Basement and the Ground Floor of the Towers and the said Premises / Ultimate Premises and also the open car parking spaces in the open compound at the ground level of the said Premises / Ultimate Premises capable of being parked medium size motor cars.
13. **CARPET AREA** according to the context and in relation to a particular unit shall mean and include the plinth area of such unit (if any wall or column be common between two units, then one half of the area under such wall or column shall be included in the area of each such Unit).
14. **PROPORTIONATE OR PROPORTIONATELY** according to the context shall mean the following:
 - a) insofar as the Purchaser's proportionate undivided indivisible impartible variable share in the land underneath the Tower in which the Purchaser's Flat is situated is concerned, the same shall be in the proportion in which the built up area of the Purchaser's Flat may bear to the built up area of all the Flats in the Tower in which the Purchaser's Flat is situated;
 - b) insofar as the Purchaser's proportionate undivided indivisible impartible variable share in the Common Areas and Installations and the Purchaser's share in the Common Expenses is concerned, the same shall be in the proportion in which the super built up area of the Purchaser's Flat may bear to the super built up area of all the Flats in the Housing Complex (including the Tower/Block to be constructed by the said Developer as elsewhere dealt with herein);

PROVIDED THAT where it refers to the share of the Purchaser/s or any other Co-owners in the rates and/or taxes amongst the Common Expenses then such share, of the whole shall be determined on the basis on which such rates and/or taxes are being respectively levied (i.e. in case the basis of any levy be on area rental income

consideration or user then the same shall be determined on the basis of the area rental income consideration or user of the said Unit).

15. **SAID UNIT** shall mean the Flat, fully described in the Second Schedule hereunder written, and wherever the context so permits shall include the proportionate undivided indivisible impartible variable share in the land underneath the Tower in which the said Flat is situated as also in the Common Areas and Installations attributable to the said Flat, with right to use the same in common in the manner herein stated, and further the right of parking motor car in the parking space, and further wherever the context so permits shall include the exclusive right to use the Open Terrace attached to the said Flat, if so specifically and as expressly mentioned and described in the within stated Second Schedule.
16. **Development Agreement:** For executing the Project, the Owners have appointed the Developer to undertake the development of the said Property, on the terms and conditions contained and recorded in a Development Agreement dated 03.10.2016 which has been registered at the office of the ADSR Bishnupur and recorded in the Book No.1, Volume No.1613-2016, pages from 120872 to 120930, Being No.161305481 for the year 2016. The owners have also executed a Power of Attorney in favour of the Developer dated 03-10-2016 which has also been registered at the office of the ADSR Bishnupur and recorded in the Book No.1, Volume No.1613-2016, pages from 119327 to 119350, Being No.161305482 for the year 2016. In terms of the Development Agreement, the Owners and the Developer have agreed to jointly sell and transfer the total constructed area forming part of the Development in favour of various intending purchasers and to share the net revenue in the manner as provided for in the said Development.
17. **MAINTENANCE COMPANY** shall mean, a Company incorporated under Section 25 of the Companies Act, 1956 for taking over charge of the maintenance management and affairs of the said Housing Complex and in particular the Common Areas and Installations thereat from the said Developer.

18. Words importing SINGULAR NUMBER shall include the PLURAL NUMBER and vice versa.
19. Words importing MASCULINE GENDER shall include the FEMININE GENDER and NEUTER GENDER; similarly words importing FEMININE GENDER shall include MASCULINE GENDER and NEUTER GENDER; Likewise NEUTER GENDER shall include MASCULINE GENDER and FEMININE GENDER.
20. **DEVOLUTION OF OWNERSHIP:**

20.1.1 By a Deed of sale dated 19th August 2005 one WEST BENGAL INDUSTRIAL DEVELOPMENT CORPORATION LIMITED (WBIDC) the Vendor therein sold transferred conveyed assigned All Those pieces and parcels of land containing an area measuring 1 Acre 32 Decimals situated and lying at Mouza- Chakrajumolla, P.S.- Bishnupur, District- South 24 Parganas in the state of West Bengal particulars whereof are more fully described in the schedule thereunder written in favour of the Owner No. 1 herein, therein referred to as the Purchaser and registered in the Office of the Addl. Registrar of Assurances, Kolkata, and recorded in Book No.I, Vol. No. I, Pages 1 to 74 being No. 7533 for the Year 2005 and also handed over peaceful khas possession free from all encumbrances.

20.1.2 The said Owner No. 1 herein pursuance to the aforesaid became absolute owner and seized and possessed and duly mutated his name in the records of the Land and Revenue and published his name in the record of rights of the said All Those pieces and parcels of land containing an area measuring 1 Acre 32 Decimals situated and lying at Mouza- Chakrajumolla, P.S.- Bishnupur, District- South 24 Parganas in the state of West Bengal particulars whereof are more fully described in the first schedule hereunder written together hereinafter referred to as "The property".

20.1.3 While in absolute possession and occupation said Owner No. 1 gifted by three Deeds of Gift dated 14.03.2014 and registered in the Office of the ADSR, Bishnupur, south 24- Parganas Being no.1610,1614,1615 respectively for the Year 2014 in favour of the Owner Nos. 2 to 5 All Those undivided pieces and parcels of land containing an area measuring 60 Decimals out of the total 1 Acre 32 Decimals situated and lying at Mouza- Chakrajumolla, P.S.-

Bishnupur, District- South 24 Parganas in the state of West Bengal particulars whereof are more fully described in the first schedule hereunder written together hereinafter referred to as “The property”.

20.1.4 Said Owner No.1 sold or transferred by two Indenture of Conveyances dated 14-03-2014 & 26-03-2014 and registered in the Office of the ADSR, Bishnupur, South 24 Parganas Being No. 1790 for the Year 2014 & 1791 for the Year 2014 respectively in favour of the Owner No. 6 to 9, All Those undivided pieces and parcels of land containing an area measuring 47.50 Decimals out of the said total 1 Acre 32 Decimals situated and lying at Mouza- Chakrajumolla, P.S.- Bishnupur, District- South 24 Parganas in the state of West Bengal particulars where of are more fully described in the first schedule hereunder written together hereinafter referred to as “The property”.

20.1.5 Pursuance to the aforesaid the owners herein became absolute joint owners and seized and possessed of the said All Those pieces and parcels of land containing an area measuring 1 Acre 32 Decimals situated and lying at Mouza- Chakrajumolla, P.S.- Bishnupur, District- South 24 Parganas in the state of West Bengal particulars whereof are more fully described in the first schedule hereunder written together hereinafter referred to as “The property” and are jointly owning and enjoying the same without interruption, interference, objection, claim or demand of any nature and/or manner from any person or persons claiming and/or having any right, title and interest of the property more particularly described in the First Schedule hereinafter written.

20.2 **Mutation:** The owners have duly mutated their names in the record of B.L. & L.R.O., Bishnupur-II, South 24 Parganas and also converted the said property subsequently.

20.3 **Sanction of Plans:** With the intention of Developing and commercially exploiting the said Property by constructing the said Project thereon by constructing various Flats and Spaces (collectively Units) and parking Spaces therein (such construction and transfer collectively Project), the said owners prepared and submitted a building plan which has been duly sanctioned or approved by the Zilla Parishad, South 24-Parganas being Building Plan No. 380/510/KMDA dated 08.07.2016, which includes all further sanctioned vertical extensions, modifications, integrations, revalidations and revisions made thereto, if any, from time to time.

20.4 The Said Land is earmarked for the purpose of building a residential cum **commercial project** comprising multistoried apartment buildings and car parking spaces and the said project shall be known as “NVR PRIDE”.

20.5 The Promoter/Developer is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Promoter regarding the Said Land on which Project is to be constructed have been completed;

20.6 The Promoter has obtained the final layout plan, sanctioned plan, specifications and approvals of blocks/towers of Residential Buildings from South 24-Parganas Zila Parishad and decided to undertake construction/development in phased manner. Out of the aforesaid total blocks duly sanctioned, the instant phase is comprised of 2 blocks being No. Tower-1 & Tower-2 and hereinafter referred to as “the Real Estate Project”. The Promoter agrees and undertakes that it shall not make any changes to approved plans of “the Real Estate Project” except in strict compliance with section 14 of the Act and other laws as applicable;

20.7 The Promoter has registered the Real Estate Project “NVR PRIDE” for Tower/Block 1 & 2 being part of the total sanctioned plan of under the provisions of the Act with the West Bengal Housing Industry Regulatory Authority Act under registration no.....

21. Application and Allotment: The Purchaser/s has/have applied to the Promoter/Developer for sale/transfer of the Said Unit And Appurtenances and the Owners and the Developer has allotted the same to the Purchaser/s hereinafter referred to as the "Apartment" more particularly described in Second Schedule and the floor plan or the apartment is annexed hereto and marked as Annexure- ;

21.1 The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein:

21.2 The Promoter may in future develop further phases on the Land parcels adjacent to said premises, and reserve the right to share common infrastructure i.e. driveway, club and other amenities with such future phase/phases in terms of Rule 10 under the said act.

21.3 The Parties hereby confirm that they are signing this Agreement with full knowledge of

all the laws, rules, regulations, notifications, etc., applicable to the Project;

21.4 The Parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;

22. Agreement to Record: Pursuant to the aforesaid application made by the Purchaser/s and the allotment made by the Owners and Developer, this Agreement is being entered into between the Parties for recording the conclusive and comprehensive terms and conditions (superseding all previous documents and understandings, oral and in writing, express or implied) for transfer of the Said Unit And Appurtenances to the Purchaser/s.

23. Conditions Precedent

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

23.2 **Understanding by Purchaser/s:** The undertaking and covenant of the Purchaser/s that the Purchaser/s have/has understood and accepted the under mentioned methodology to be followed by the Developer:

23.3 **Development of Said Project:** The Developer intends to develop the Said Project in two phases namely Tower-1 which comprises of residential flats/units apartments and car parking spaces and Tower-2 which shall comprise of residential flats/units and car parking spaces and the Purchaser/s hereby accepts the same and shall not, under any circumstances, raise any objection or hindrance thereto.

23.4 **Sanctioned Plans and Modifications:** In pursuance of such intention, the Sanctioned Plans of the Said Project have been and/or shall further be sanctioned by The Zilla Parishad, South 24 Parganas.

23.5 **Extent of Title:** The right, title and interest of the Purchaser/s is/are limited to the Said Unit, the Land Share, the Said Parking Space, if any, and the Share in Common Portions and the Purchaser/s hereby accepts the same and the Purchaser/s shall not, under any circumstances, raise any claim of right, title and interest any nature whatsoever on any other component or constituent of the Said Project.

23.6 **Common Portions Subject to Change:** The Common Portions shall always be and remain subject to change and modification, as be deemed fit and necessary jointly by the Purchaser or Purchasers and the Developer and Owners, to accommodate their future plans regarding the Said Project and the Purchaser/s hereby accepts the same and the Purchaser/s shall not, under any circumstances, raise any objection or hindrance thereto.

23.7 **Status of Said Club:** The Said Club (defined below) shall be and be deemed to be a constituent of the Common Portions and the Purchaser/s shall have undivided, impartible, proportionate and variable share and/or interest in the Said Club, subject to the other provisions of this Agreement specifically with regard to the Said Club.

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

23.9 **Satisfaction of Purchaser/s:** The undertaking of the Purchaser/s to the Owners and Developer that the Purchaser/s is/are acquainted with, fully aware of and is thoroughly satisfied about the title of the Owners, right and entitlement of the Owners and the Developer, the Sanctioned Plans, all the background papers, the right of the owners and the Developer to enter into this Agreement, the Said Scheme and the methodology of development described above and the extent of the rights being granted in favour of the Purchaser/s and the negative covenants mentioned above and elsewhere in this Agreement and the Purchaser/s hereby accepts the same and shall not raise any objection with regard thereto.

23.10 **Measurement:** The mutual agreement by and between the Parties that the measurement of the Said Unit as mentioned in this Agreement is tentative and (1) the final measurement of the Said Unit will be communicated by the Developer on completion of its construction, (2) the carpet area and Varanda/Balcony area of the Said Unit shall be certified by **Architect** (3) none of the Parties shall question and/or challenge the chargeable area certified by the Architect at any time or under any circumstances. The Consideration (defined in Clause Twenty-five below) shall increase or decrease on the basis of the final measurement certified by the Architect. The Purchaser/s hereby accepts the above and shall not raise any objection with regard thereto.

23.11 **Said Parking Space and Terms of Allotment:** The mutual agreement by and between the Parties that the Said Parking Space (if any, has been agreed to be taken by the Purchaser/s) (1) shall be allotted to the Purchaser/s only after completion of construction of the Said Project and if the Developer in its sole discretion finds it feasible, simultaneously with

delivery of possession of the Said Unit (2) if covered and for car, may be on the ground floor of any building/tower in the Said Project or in the basement or any floor of the Multi-level car park in the Said Project as be decided by the Developer in its sole discretion and if open/ mechanical and for car, at any place at ground level of the Said Property as be decided by the Developer in its sole discretion (3) may be independent (having direct access from driveway) or dependent (not having direct access from driveway) as be decided by the Developer in its sole discretion and (4) It is clarified that (i) the right to park in the Said Parking Space is not being agreed to be transferred on the basis of any fixed area, location, convenience or measurement and all decisions of the Developer in this regard shall be final and binding on the Purchaser/s and can only be used for parking of a medium sized motor car, as the case may be, of the Purchaser/s and not for any other purposes and (ii) the Purchaser/s will have only right to park in the Said Parking Space. The Purchaser/s hereby accepts each and every one of the above terms and conditions and shall not raise any dispute or objection with the regard thereto.

23.12 **Rights Confined to Said Unit and Appurtenances:** The undertaking of the Purchaser/s to the Owners and the Developer that the right, title and interest of the Purchaser/s is confined only to the Said Unit and Appurtenances and the Developer and the Owners are entitled to deal with and dispose of all other portions of the Said Property, the Said Building and the Said Project to third parties at their sole discretion, which the Purchaser/s hereby accepts and to which the Purchaser/s, under no circumstances, shall be entitled to raise any objection.

23.13 **Covenants:** The mutual agreement and acceptance by and between the Parties that (1) the covenants of the Purchaser/s (**Purchaser/s' Covenants**) and the covenants of the Owners and the Developer (**Owners' & Developer's Covenants**) as mentioned in Clause and its Sub Clauses below shall perpetually run with the land (2) the Purchaser/s' Covenants and the owners' & Developer's Covenants (collectively **Covenants**) shall bind them and their successors-in-title or interest and (3) this Agreement is based on the undertaking that the Purchaser/s' Covenants and owners' & Developer's Covenants shall be strictly performed by the Purchaser/s, the Owners' and the Developer, respectively.

23.14 **Common Portions Subject to Change:** In addition to the provisions of Clause 23.6 above, the mutual agreement by and between the Parties that although the Common Portions are described in the 3rd **Schedule** below, the said descriptions are only indicative and are not intended to bind the Owners and the Developer in any manner. The Owners and the Developer shall, in their absolute joint discretion, be entitled to modify or improvise upon the

Common Portions and the Purchaser/s hereby accepts the same and shall not raise any objection in this regard and/or have any claim, financial or otherwise, against the Owners and the Developer for such modification or improvisation.

23.15 **Extension/Addition:** The undertaking of the Purchaser/s to the Owners and the Developer that notwithstanding anything contained in this Agreement, the Purchaser/s has/have no objection and shall under no circumstances have/has any objection to the owners and the Developer (1) integrating/adding (notionally or actually) other lands to the Said Project and for this purpose demolishing boundary walls and affixing gates wherever necessary and connecting existing roads to future roads (2) extending, modifying and realigning the extent, area, layout and location of the Said Building/Said Project including the Common Portions (3) modifying the Sanctioned Plans, as may be necessary in this regard and (4) granting all forms of unfettered and perpetual proportionate right of use over the Common Portions to third parties. It is clearly understood by the Purchaser/s that the Purchaser/s shall not have any right to erect any wall/boundary wall in the Said Property. The Purchaser/s further undertakes that in consideration of the Developer agreeing to transfer the Said Unit And Appurtenances to the Purchaser/s, the Purchaser/s have/has accepted the above conditions and has granted and shall be deemed to have granted to the Owners, the Developer and all successors-in-interest/title, unfettered and perpetual easements over, under and above all Common Portions including roads, passages and all open spaces in the Said Project with right to connect the same to new roads and passages comprised in other lands integrated/added to the Said Project.

24. Commencement and Validity

24.1 **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.

24.2 **Validity:** This Agreement shall remain in force till such time the Said Unit and Appurtenances is completed and possession thereof is delivered to the Purchaser/s, unless terminated in the manner mentioned in this Agreement.

25. Consideration and Extras

25.1 **Consideration:** The consideration for transfer of the chargeable area of the Said Unit, the undivided proportionate share in the land i.e. Land Share, and the undivided proportionate Share In Common Portions is **Rs.**_____ **/(Rupees**

-----) And right to park one/two covered/basement /open/ mechanical car parking in the Ground Floor/ Basement/ open and also in addition all Taxes as applicable to be paid in full by the Purchaser/s to the Developer, which the Parties confirm and accept. The Consideration has been fixed by mutual consent and hence it shall not be open to question by any Party **provided however** the Consideration shall vary in the manner mentioned in Clause 23.10 above and does not include the Extras (defined in Clause 25.4 below).

25.2 **Payment of Consideration:** The Consideration shall be paid by the Purchaser/s in the manners mentioned in the Payment schedule below, time being the essence of contract. The Purchaser/s agree/s and covenants not to claim any right or possession over and in respect of the Said Unit And Appurtenances till such time the Purchaser/s has/have paid the entirety of the Consideration and the Extras and all other amounts agreed alongwith all Taxes applicable to be paid or deposited under this Agreement.

SL. No.	Particulars	Flat	Extras	Ancillary Legal Fees
1	On Booking	10%		
2	On Agreement	10%		50%
3	On Completion of foundation of the block booked	10%		
4	On completion of 3 rd Floor casting of block booked	10%		
5	On completion of 6 th Floor casting of block booked	10%		
6	On completion of 9 th Floor casting of block booked	10%		
7	On completion of Top Floor casting of block booked	10%		
8	On Completion of brickwork of flat booked	5%		
9	On Completion of Flooring of flat booked	10%	50%	
10	On Possession	15%	50%	50%

25.3 **Notice for Payment:** the Developer shall give written notice to the Purchaser/s (**Payment Notice**), quantifying the amount payable by the Purchaser/s. Within 15 (fifteen) days of the date of the Payment Notice, the Purchaser/s shall (unconditionally, without demur and without raising any dispute about service/receipt of the Payment Notice), pay the amount quantified in the Payment Notice, failing which the Purchaser/s shall be deemed to be in default and the consequences mentioned in Clause 30.8.1 below shall follow. The Purchaser/s covenants that the Purchaser/s shall regularly and punctually make payment of the instalments of the Consideration in the manner mentioned in the applicable Chart above and this Agreement is and shall be deemed to be sufficient notice to the Purchaser/s about the obligation to make payment. Timely payment of the Consideration and the Extras shall be the essence of the contract.

25.4 **Extras:** In addition to the Consideration, the Purchaser/s shall also pay to the Developer/other concerned person/entity as and when demanded, the following amounts mentioned hereunder (collectively **Extras**), proportionately or wholly (as the case may be), with service tax as applicable thereon, towards:

UTILITY CHARGES (all mandatory)		ANCILARRY CHARGES
H.T. / L.T. / Transformer	Rs.200/- per Sq.ft.	Legal Fees: Rs. 15,000/- per unit
Generator Charges (2BHK-750W; 3BHK-1000W)		
Club Infrastructure		
DEPOSITS (all mandatory payable on or before possession as demand)		
Advance one year Maintenance charges	Rs. 30/- per Sq.ft.	Individual Electric Meter Deposits: As per actual on demand
Sinking Fund	Rs. 30/- per Sq.ft.	

25.4.1 **Delay Due to Circumstances of Force Majeure:** any delay of construction due to Circumstances of Force Majeure (defined in Clause 30.11.25 below).

25.4.2 **Special Amenities/Facilities:** providing any special amenities/facilities in the Common Portions (**save and except** those described in the **Schedule** below) and improved specifications of construction of the Said Unit and/or the Said Building.

26. Said Club:

26.1 **For Project Co-Owners:** The Vendors and the Developer have decided to provide several amenities and facilities and a social and recreational club within the Said Project (**Said Club**), intended for use of the Complex Co-Owners. It is clarified that the decision of the Developer as to what amenities and facilities shall be included in the Said Clubs shall be final and binding on the Purchaser.

26.2 **Membership/Obligation of the Purchaser:** Membership of the Said Club being compulsory for the Project Co-Owners, the Purchaser (which expression, in the context of the Said Club, means only 1(one) person if the number of Purchasers under this Agreement is more than 1(one), as be nominated interse among the Purchasers) agrees to become a member of the Said Club, on the preliminary terms and conditions recorded in this Agreement. The Purchaser understands and accepts that (1)detailed terms and conditions of membership and rules and regulations governing use of the Said Club and its facilities (**Club Scheme**) will be formulated in due course and circulated to members before the Said Club is made operational (2)all members (including the Purchaser) will be required to abide by the Club Scheme and (3) the acceptance by the Purchaser of the Club Scheme shall be a condition precedent to completion of transfer of the Said Unit And Appurtenances in terms of this Agreement **provided however** the Club Scheme may be modified by consent of 80% (eighty percent) or more of the Project Co-Owners.

26.3 **Membership of Said Club:** The Purchaser understands and accepts that (1) membership of the Said Club shall be open only to the Project Co-Owners(2)each Unit is entitled to 1(one)membership, irrespective of the number of owners of such Unit (3) membership is open only to individuals (i.e. no corporate membership) and if the Purchaser is a body corporate, it will be required to nominate 1(one) occupier of the Said Unit, who, for all purposes, shall be treated as the member of the Said Club (4) the Said Club can be used by the member and his/her immediate family i.e. spouse and dependent children below21 (twenty one)years subject to a maximum of 2(two) dependents (5) members may subject to the reservation of rights of admission and club rules, bringing guests on payment of guest fees(6)in the event of further transfer of the Said Unit, the membership will stand terminated and the new purchaser shall be granted a new membership at the then applicable Club Scheme and(7) if a Project Co-Owner lets out this/her Unit, he/she may request a temporary suspension of his/her usage right of the Said Club and permission for usage of the Said Club by the tenant

under his/ her membership; if such permission is granted, the tenant may use the Said Club only during the tenure of the tenancy subject to payment of all charges as would have been payable by such Project Co-Owner.

26.4 **Facilities of Said Club:** Notwithstanding anything contained in the **Fifth Schedule** below, the Purchaser understands and accepts that the Developer shall have the sole right and discretion in planning the details and facilities of the Said Club and the same may also be varied at the sole discretion of the Developer.

26.5 **Commencement of Operation of Said Club:** The Developer reasonably expects that the Said Club shall be made operational after the entirety of the Said Project is completed and made ready. The Purchaser understands and accepts that the Completion Date of the Said Unit has no connection and correlation with the Said Club becoming operational and the Purchaser shall not raise any claim or objection in this regard.

26.6 **Club Manager:** The Purchaser understands and accepts that the Said Club may (at the sole discretion of the Developer and subject to availability) be managed and operated professionally through a club operation and management agency (**Club Manager**), to be initially engaged by the Developer.

26.7 **Membership Fee, Security Deposit and Monthly Subscription :**The Purchaser understands and accepts that (1) the Purchaser does not have to pay any separate membership fee for membership of the Said Club save and except the charges as mentioned in Clause 25.4 but future purchasers may have to pay membership fee (2) the Purchaser may have to pay at one-time interest free security deposit for use of credit facilities at the Said Club **and** (3) the Purchaser shall have to pay a fixed monthly subscription for membership of the Said Club, irrespective of whether the Purchaser resides at the Said Unit, which shall be determined at the time of opening of the Said Club, at the sole discretion of the Developer and this shall be in addition to the Maintenance Charges.

26.8 **User Charge:** The Purchaser understands and accepts that (1) some facilities of the Said Club will be available for use free of charge by members while other facilities will be on a pay-by-use basis and (2)the rate, schedule etc. will be determined at the time of opening of the Said Club, at the sole discretion of the Developer.

26.9 **Essence:** Timely payment of the Price is the essence of the contract.

27. **Possession:** June, 2020.

27.1 **Notice of Possession:** The space is ready for possession.

27.2 **Complete Satisfaction on Possession:** On the Date of Possession, the Purchaser/s shall be deemed to be completely satisfied with all aspects of the Building/the Said unit and Appurtenances, including the measurement of the Said Unit and Appurtenances, with regard to which the Purchaser/s accepts that the certificate of the Architect, shall be final and binding.

27.3 **Commencement of Outgoings:** From the Date of receipt of completion certificate or possession whichever is earlier, all outgoings in respect of the Said Unit and Appurtenances shall become payable by the Purchaser/s.

28. Specifications:

28.1 The Building/Said Unit and Appurtenances shall be made as per the Third Schedule below.

29. Warranty:

29.1 **OWNERS:** The Owners warrant that the title to the Premises is marketable and presently free from encumbrances subject to registration of the same.

29.2 **DEVELOPER:** The Developer warrants that the construction has been made as per the Plans and permitted modifications.

29.3 **PURCHASER/S:** The Purchaser/s has/have the financial capacity to pay the Price in the manner mentioned herein.

29.4 **ADVOCATES:** Sri Swapan Kumar Das has been appointed as Advocate of the Developer and the Owners Nos. 6 to 9 and Gaggar & Co. LLP has been appointed as Advocate of the Owners No.1 to 5. The fees of the Advocates are fixed as Rs.15000/-(Rupees Fifteen thousand only) per unit to be paid by the Purchaser. 50% (fifty percent) of the legal fees to be paid at the time of Agreement for Sale and balance to be paid at the time of possession.

30. Covenants:

30.1 **PURCHASER/S's Satisfaction Regarding Construction:** The Purchaser/s, upon full satisfaction and with complete knowledge of the Common Portions, Specifications and all other ancillary matters, is entering into this Agreement. The Purchaser/s has/have examined and is acquainted with the Building to the extent already constructed and to be further constructed and has agreed that the Purchaser/s shall neither have nor shall claim any right over any portion of the Premises save and except the Said Unit And Appurtenances.

30.2 **Restrictions on Alienation:** Before taking actual physical possession of the said unit and execution and registration of the Sale Deed to be executed in pursuance hereof, the Purchaser shall not deal with, let out, encumber, transfer or alienate the said unit or his rights under this Agreement without the consent in writing of the Owners and Developer first had and obtained in writing Provided That the purchaser may transfer or alienate the said Unit or his rights under this Agreement with the consent in writing of the vendor (which consent the Owners and Developer may refuse to grant without assigning any reason whatsoever).

30.3 **Right of Nomination:** After one year from the date of Agreement for Sale, the Purchaser/s shall be free to nominate to anyone provided 1% of the total consideration and taxes as applicable and also the legal fees to be paid by the Purchaser/s. The Owners and Developer shall be bound to accept the nomination and execute deed of Sale-cum-transfer in favour of the nominee/s of the Purchaser/s.

30.4 **Completion of Transfer:** The Sale cum transfer shall be completed upon the Owners and Developer executing and registering the Deed of Conveyance in favour of (the Purchaser/s and/or its nominee/s on the Date of Possession and upon the Developer receiving the Price as mentioned in Clause 26.1 above, as the case may be.

30.5 **Provisions of Deed of Sale:** The provisions of the Deed of Sale shall govern the rights in the Land Share agreed to be assigned hereunder.

30.6 **PROPERTY Taxes and Outgoings:** The Purchaser/s shall become responsible and liable for payment of any taxes and maintenance charges for the Said Unit and Appurtenances, from the Date of receipt of completion certificate or possession whichever is earlier and for those spaces retained by the Owners and Developer, the Owners and Developer shall become responsible and liable for payment of all Govt. taxes and maintenance charges.

30.7 **Charge/Lien:** The Owners and Developer shall have the first charge and/or lien over the Said Spaces and Appurtenances for all amounts remaining outstanding by the Purchaser/s.

30.8 **Default:**

30.8.1 In case the Purchaser/s fail/s to pay the consideration as per schedule of payment within fifteen days of due date an interest @12% per annum is chargeable for the delay period. Simultaneously if the Developer fails to give the possession within the stipulated period as mentioned in Clause no.27 herein he will pay an interest @12% per annum for the delay period.

30.8.2 In case the Purchaser/s fail/s to pay the consideration or any installment within 60 days of due date in that case the Developer shall have the liberty to cancel the booking or agreement for sale and allot the same to any intending buyer or buyers without serving any notice to the Purchaser/s.

30.8.3 Cancellation or withdrawal by the purchaser from the project without any fault of the Developer/owners, the developer and owners herein is entitled to forfeit the booking amount paid for the allotment/agreement.

30.8.4 Nomination is acceptable after completion of one year of the Agreement for sale and a sum of Rupees aggregating 1% of the total consideration will be applicable as nomination fees and also statutory taxes as applicable.

30.9 **Tax and Charges:** The purchaser/s is/are liable to pay all taxes as applicable as per govt. norms and also liable to pay all stamp duty, registration charges and incidental expenses for registration the Flat/ Unit as per Government value.

30.10 **Formation of the Association:** The Developer shall look after and maintain the common parts and portions of the project till its completion or part thereof. However, from the time the purchaser becomes liable for payment of the maintenance charges and till the formation of an Association/Society/LLP (hereinafter referred to as the ASSOCIATION) under the West Bengal Apartment Ownership Act, 1972 the Maintenance of the common parts and portions and rendition of common services shall be rendered by the Owner No.1 i.e. Sanjay Singh Rathor through his Facility Management Company (hereinafter referred to as the FMC) and the Purchaser shall be liable to make payment of such maintenance charges to such FMC. On formation of the Association, the Purchaser/s shall become a member of the Association if formed or to be formed. The Purchaser/s shall acquire and hold shares with proportionate voting rights and in this regard the Purchaser/s shall sign, execute and deliver necessary applications and all other papers, declarations and documents as may be required for formation of the Association. Until formation of the Association, the FMC shall look after the Common Purposes including the management and maintenance of the Premises and the Building. Upon formation of the Association, all rights and obligations with regard to the Common Purposes and the residue then remaining of the security deposit and other deposits, if any, made by the Purchaser/s for the Common Purposes, after adjustment all amounts then remaining due and payable, shall be transferred to the Association. The amounts aforesaid shall be held by the Association in the account of the Purchaser/s respectively, for the purposes thereof.

30.11 Obligations of Purchaser/s: The Purchaser/s shall:

30.11.1 **Co-operating in Management and Maintenance:** Enter into an agreement for maintenance (Maintenance Agreement) with the FMC and/or the Association as the case may be, for availing maintenance and management services, on the terms and conditions mentioned in the Maintenance Agreement. The due performance of all obligations of the Maintenance Agreement shall be a condition precedent to the purchase of the Said Space and Appurtenances by the Purchaser/s. Until formation of the Association the FMC shall manage and maintain the Building and/or the Premises and the Purchaser/s shall co-operate in such management and maintenance and bear the proportionate costs for the same as demanded by the FMC.

30.11.2 **Observing Rules:** Observe the rules framed from time to time by the FMC and/or Association for the beneficial common enjoyment of the Building.

30.11.3 **Paying of Common Expenses:** Pay and bear, the proportionate share of the expenses to be incurred in common, as described in the Forth Schedule below (collectively Common Expenses), in respect of the Building and/or the Premises, proportionately and the Said Space And Appurtenances, wholly. It is clarified that the Purchaser/s, within 7(seven) days of receiving bills raised in this regard by the FMC and/or Association as the case may be, shall pay proportionate maintenance charges for maintenance of the Said Space And Appurtenances, on the basis of such bills as raised by the FMC and/or Association as the case may be, without claiming any deduction or abatement in any manner or on any account.

30.11.4 **Paying Municipal/ Panchayet Taxes and Mutation:** Until the Said Space is separately mutated in favour of the Purchaser/s, the Purchaser/s shall be liable to pay and bear the proportionate Municipal/ Panchayet/ BL&LRO rates and taxes and other rates, taxes and surcharge levied by statutory bodies or authorities in respect of the Premises, on the basis of the bills to be raised by the Authority and/or the FMC and/or Association , upon formation and such bills shall be conclusive proof of the liability of the Purchaser/s in respect thereof: The Assignee/ Purchaser shall have mutation completed at the earliest.

30.11.5 **Paying Charges for Delay:** Pay, without raising any objection in any manner whatsoever and without claiming; any deduction or abatement whatsoever, all bills raised by the FMC and the Association upon formation, within 7 (seven) days of presentation thereof, failing which the FMC and/or Association shall be entitled to claim and receive interest @ 12 % (twelve percent) per annum, compoundable monthly. In the event such bills remain outstanding for

more than 2 (two) months, the FMC and/or Association shall be entitled to discontinue all the common facilities, amenities and services to the Purchaser/s.

30.11.6 **Paying Electricity Charges:** Pay for electricity and other utilities consumed in or relating to the Said Space and Appurtenances. It is clarified that the Purchaser/s, at his/her/its own costs and expenses, shall be liable to take electricity connection directly from the WBSEDCL and the Owners and Developer, apart from giving necessary consent therefor, if necessary, shall not have any liability whatsoever.

30.11.7 **Meter and Cabling:** Be liable to draw the electric lines/wires from the meter room to the Said Space only through the duct and pipes provided therefore, ensuring that no inconvenience is caused to either the Owners or Developer or to the other co-owners who shall occupy the Building. The main electric meter shall be installed only at the common meter room in the ground floor of the Building. The Purchaser/s shall, similarly, use the ducts and pipes provided for TV and telephone cables and shall under no circumstances be entitled to string wires and cables through any other part or portion of the Building.

30.11.8 **Use of Said Space:** Use the Said Space for lawful purposes only.

30.11.9 **No Alteration:** Not alter, modify or in any manner change the elevation and exterior colour scheme of the Building.

30.11.10 **No Changing Name:** Not change/alter/modify the name of the Building, which shall at all times, be known as *'NVR PRIDE'*.

30.11.11 **No Nuisance:** Not use the Said Space 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 Building and/or the neighboring properties.

30.11.12 **No Storage:** Not allow storage of any goods, articles or things in the Common Portions and/or any part or portion of the Building and/or the Demised Land.

30.11.13 **No Obstruction:** Not obstruct the Owners and Developer and/or the Maintenance Company in their acts, relating to the Common Purposes and not obstruct the Owners and Developer in selling or granting rights to any person on any part of the Demised Land and/or the Building (excepting the Said Space).

30.11.14 **No Violating Rules:** Not violate any of the rules and/or regulations laid down by the Owners and Developer and/or the Maintenance Company for the user of the Common Portions.

30.11.15 **No Throwing 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 therefore.

30.11.16 **No Blocking Common Portions:** Not place or cause to be placed any article or object in the Common Portions.

30.11.17 **No Injurious Activities:** Not carry on or cause to be carried on any obnoxious or injurious activity in or through the Said Space or the Common Portions.

30.11.18 **No Signage:** 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 Building and/or outside walls of the Said Space provided that this shall not prevent the Purchaser/s from displaying a decent sign board made in the manner and size approved by the FMC and upon formation OF the Association by the Association at the place indicated by the FMC and the Association.

30.11.19 **No Storing Hazardous Articles:** Not keep or store any offensive, combustible, obnoxious, **hazardous** or dangerous articles in the Said Space.

30.11.20 **No Drawing Wire/Cable:** Not affix or draw any wire, cable, pipe from, to or through any Common Portions or outside walls of the Building save in the manner indicated by the FMC and/or the Association.

30.11.21 **No Floor Damage:** Not keep any heavy articles or things, which are likely to damage the floors or operate any machine, save usual home appliances.

30.11.22 **No Generator:** Not install or keep or run any generator so as to cause nuisance to the occupants of the other portions of the Building.

30.11.23 **Affixing Grill:** If so desired by the Purchaser/s, affix grills (but not box grills) in the windows of the Said Space but such grills shall be of the uniform design specified by the FMC and/or the Association and under no circumstances shall the Purchaser/s change/deviate from such uniformity.

30.11.24 **No Changing Colour Scheme:** Not change the colour scheme of the windows, grills and the main door of the Said Space without obtaining prior written permission of the FMC and/or the Association.

30.11.25 **FORCE MAJEURE :** The giving of possession of the units by the developer to the purchaser/s and the compliance of all other obligation by the developer shall nevertheless be subject to the developer not being prevented by Force Majeure and storm, tempest, fire, flood, earthquake and other acts of God or Acts of Government, statutory body etc., strike, riot, mob,

air raid, order of injection or otherwise restraining development or construction at the said premises by the court of law, tribunal or statutory body and any other reason beyond the developers control shall be included in Force Majeure for such purpose.

31. Purchaser's Indemnity:

31.1 The Purchaser/s indemnifies and agrees to keep the Owners and Developer saved, harmless and indemnified of, from and against any loss or damages the Owners and Developer may suffer as a result of nonpayment, non-observance or non-performance by the Purchaser/s of the covenants and/or the terms contained in this Agreement.

31.2 Developer's Indemnity:

The Developer has assured the Purchaser to complete the construction of the said Project within the time as specified in this agreement failing whereof the Purchaser shall be entitled to claim interest at the rate specified in this agreement till the possession is made to the Purchaser and the Developer shall be solely liable to make payment of such interest as well as any other compensation claimed by the Purchaser and the Owners shall not be liable for the same.

32. Miscellaneous:

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

32.2 **No Agency:** This Agreement relates to only a single transaction contemplated herein and shall not constitute any Party to be the agent of the other Party.

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

32.4 **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 circumstance shall not be affected thereby and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law. If any such 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.

33. Interpretation:

33.1 **Number:** Words denoting the singular number include, where the context permits and requires, the plural number and vice-versa.

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

33.3 **Definitions:** Where a word or phrase is defined, other parts of speech or grammatical forms of that word or phrase shall have corresponding meaning.

33.4 **Documents:** A reference to a document includes an amendment and supplement to, or replacement or innovation of that document.

33.5 **Successors:** A reference to a Party to any document includes that Party's successors and permitted assigns.

34. Termination and its Effect:

34.1 **Cancellation by Purchaser/s:** In the event the Purchaser/s cancels/ rescinds/ terminates/ determines this Agreement on any ground whatsoever, and the Purchaser proposes to cancel/withdraw from the project without any fault of Developer/owner, the Developer/owner herein is entitled to forfeit the booking amount paid for the said unit for agreement. The balance amount of money paid by the purchaser shall be returned by the developer/owner to the purchaser within 45 days of such cancellation.

34.2 **Breach of Covenants:** In the event the Purchaser/s fails and/or neglects to perform any of the Covenants mentioned in Clause 30 above, the Owners and the Developer shall be entitled to cancel and/or rescind this agreement and upon such termination and/or determination the Owners and Developer shall refund to the Purchaser/s all payments received till the date of such cancellation, after deducting booking amount.

34.3 **Effect:** Upon termination of this Agreement, the Purchaser/s shall not be entitled to claim any right, title and interest, either equitable or otherwise, over and in respect of the Said Space And Appurtenances and/or the Premises or part or portion thereof, in any manner whatsoever and the Owners and the Developer shall be entitled to deal with and/or dispose of the said Space and Appurtenances in any manner they deem fit and proper. The effect of such termination shall be binding and conclusive on the Purchaser/s

35. Overriding Provisions:

35.1 **Special Covenants and Terms:** The Parties agree that notwithstanding anything contained in this Agreement or any other document/oral understanding of any date before the date of this Agreement, the under mentioned provisions shall have overriding, effect and shall be binding on the Parties. If the meaning and import of any of the under mentioned provision is contradictory to the meaning and import of any other provision of this Agreement, then and in such event, the meaning and import of the under mentioned provisions shall supersede such other provisions and shall govern and guide the understanding between the Parties. The details of the provisions are as follows:

35.1.1 **Proportionate:** The expression Proportionate with all its cognate variations wherever used in this Agreement shall mean the proportion which the chargeable area of the Said Space bears to the total chargeable area of the Project.

35.1.2 **No Unlawful Use:** The Owners and Developer shall not sell or permit the use of any portion of the Building for unlawful use and covenant to this effect shall be taken from all Purchasers of the Project in all the documentation executed between them and the Owners and Developer. This will however not make the Owners and Developer responsible for any unauthorized/illegal use by any purchaser/purchasers.

35.1.3 **General Covenants:** The Owners and Developer shall ensure that the General Covenants with regard to maintenance, use and common features of the Building are uniformly included in documents executed between the Owners and Developer and each of the owners of the Building.

36. Arbitration:

36.1 **Mechanism and Procedure:** Disputes relating to, touching or arising out of this Agreement shall be referred to the sole arbitration of such person as may be appointed by Swapan Kumar Das, Advocate, 9A, Gariahat Road (South), Kolkata- 700068 with the consent of Owner No.1 i.e. Sanjay Singh Rathor, being a reference within the meaning of the arbitration And Conciliation Act, 1996. The Sole Arbitrator shall (1) decide venue and language of the proceeding, (2) be entitled to proceed summarily, (3) make and publish his Award within 6 (six) months of reference and (4) make/publish speaking or non-speaking directions/ interim award/ final award as be decided by the Sole Arbitrator. The directions/awards (whether interim or final) shall be binding on the Parties.

37. Jurisdiction:

37.1 **District Judge, Alipore:** In connection with the aforesaid arbitration proceedings, only the District Judge, Alipore shall have jurisdiction to receive, entertain, try and determine all actions and proceedings.

38. Notice:

38.1 **Mode of Service:** Notices under this Agreement shall be served by facsimile or messenger or registered post/speed post with acknowledgement due at the above mentioned addresses of the Parties, unless the address is changed by prior intimation in writing. Such service shall be deemed to have been effected (1) immediately if sent by facsimile, (2) on the date of delivery of sent by messenger and (3) on the 4th 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.

THE FIRST SCHEDULE ABOVE REFERRED TO:**PART-I**
(Present Premises)

ALL THAT the piece and parcel of Bastuland lying and situated in J.L. No. 18, R.S. No. 134, Touzi No. 1 to 8 and 8 to 16 in Mouza- Chakrajumolla, P.O.- Poilanhata, P.S.- Bishnupur, Dist- 24 Parganas (South) under Rasapunja Gram Panchyat:

R.S. & L.R DAG NO.	L.R. KHATIAN NO.	AREA (IN DECIMAL)
430	1196 & 1476 to 1483	15.00
432	1196 & 1476 to 1483	51.00
433	1196 & 1476 to 1483	37.00
437/1039	1196 & 1476 to 1483	12.00
TOTAL		116 Decimal, Equivalent to 70 Kattahs (more or less)

ALL THAT Land measuring approximately and butted and bounded as follows:-

ON THE NORTH : Panchayat Road
ON THE EAST : NH-117 (DH Road)
ON THE SOUTH : Dag No. 440 & 439
ON THE WEST : Dag No. 429 & 431

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

PART-II
(Adjoining Premises)

ALL THAT the piece and parcel of Bastuland lying and situated in J.L. No. 18, R.S. No. 134, Touzi No. 1 to 8 and 8 to 16 in Mouza- Chakrajumolla, P.O.- Poilanhata, P.S.- Bishnupur, Dist- 24 Parganas (South) under Rasapunja Gram Panchyat:

R.S. & L.R DAG NO.	L.R. KHATIAN NO.	AREA (IN DECIMAL)
435	1196 & 1483	9.00
436	1196 & 1483	8.00
TOTAL		17 Decimal, Equivalent to 10 Kattahs (more or less)

ALL THAT Land measuring approximately and butted and bounded as follows:-

ON THE NORTH : Panchayat Road
 ON THE EAST : NH-117 (DH Road)
 ON THE SOUTH : Dag No. 440 & 439
 ON THE WEST : Dag No. 429 & 431

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

PART-III
(said Premises/ Ultimate Premises)

ALL THAT the piece and parcel of Bastuland lying and situated in J.L. No. 18, R.S. No. 134, Touzi No. 1 to 8 and 8 to 16 in Mouza- Chakrajumolla, P.O.- Poilanhata, P.S.- Bishnupur, Dist- 24 Parganas (South) under Rasapunja Gram Panchyat:

R.S. & L.R DAG NO.	L.R. KHATIAN NO.	AREA (IN DECIMAL)
430	1196 & 1476 to 1483	15.00
432	1196 & 1476 to 1483	51.00
433	1196 & 1476 to 1483	37.00
437/1039	1196 & 1476 to 1483	12.00
TOTAL		116 Decimal, Equivalent to 70 Kattahs (more or less)

ALL THAT Land measuring approximately and butted and bounded as follows:-

ON THE NORTH : Panchayat Road
 ON THE EAST : NH-117 (DH Road)
 ON THE SOUTH : Dag No. 440 & 439
 ON THE WEST : Dag No. 429 & 431

OR HOWSOEVER OTHERWISE the same shall be situate butted bounded called known numbered described or distinguished.

THE SECOND SCHEDULE ABOVE REFFRRED TO:

(UNIT)

ALL THAT the Flat No. / Unit No. on the floor of Tower No. **MEASURING****Sq.ft.** (.....
 Sq.ft.)of **Carpet area** (more or less)and.....**sq.ft.**
 (.....sq.ft.)(more or less) and having
 area of Balcony/ Veranda..... sq.ft. (more or less) hereinafter referred to as the
CHARGEABLE AREA in the building constructed on the demised land and delineated in the
Plan annexed hereto duly bordered thereon in "Red".

"With Right to park medium sized motor car in the open/cover/mechanical car parking at open compound (open to sky)/Basement/Ground floor of the property at Parking Space No....., delineated by "Green" borders in the plan annexed hereto.

THE THIRD SCHEDULE ABOVE REFFRRED TO:

(Common Portions)

Undivided impartible proportionate share and/or interest in the following common areas, amenities and facilities of the Building.

1. Areas:
 - (a) Open and/or covered paths and passages.
 - (b) Lobbies and staircases.
 - (c) Stair Head Room, Lift Machine Room, Lift well.
 - (d) Office room of the Maintenance Company.

- (e) Boundary walls and main gates of the Building.
- 2. Water and Plumbing:
 - (a) Water reservoirs.
 - (b) Water tanks.
 - (c) Water pipes (save those inside any unit).
 - (d) Deep Tubewell, if any.
 - (e) Under ground tank and installations for fire fighting.
- 3. Electrical Installations:
 - (a) Wiring and accessories for lighting of Common Portions.
 - (b) Electrical Installations relating to meter for receiving electricity from WBSEDCL.
 - (c) Pump and motor.
 - (d) Lift and Lift machinery.
 - (e) D.G. set.
- 4. Drains:
 - (a) Drains, sewers and pipes.
- 5. Others:

Other areas and installations and/or equipments, if any, as are provided in the Building for common use and enjoyment.

THE FOURTH SCHEDULE ABOVE REFERRED TO:

(Common Expenses)

1. **MAINTENANCE:** All costs and expenses of maintaining repairing redecorating and renewing etc., of the main structure and in particular the top roofs (only to the extent of leakage and drainage to the upper floors), gutters, water pipes for all purposes, drains, electric cables and wires in under or upon the said Housing Complex and enjoyed or used by the co-owners in common with each other, main entrance and exit gates, landings and staircases of the said Housing Complex and enjoyed by the co-owners in common as aforesaid and the boundary walls of the said Premises / Ultimate Premises,

compounds etc. The costs of cleaning and lighting the main entrance and exit gates, passage, driveway, landings, staircases and other parts of the said Premises / Ultimate Premises so enjoyed or used by the co-owners in common as aforesaid and keeping the adjoining side spaces in good and repaired conditions.

2. **OPERATIONAL:** All expenses for running and operating all machines equipments and installations comprised in the Common Areas and Installations (including, Lifts, Water Pump with Motor, Generator, Fire Fighting Equipments and accessories, CCTV, Security Systems, Deep Tube Well etc., as applicable) and also the costs of repairing, renovating and replacing the same and also including the costs/charges incurred/to be incurred for nattering into "Annual Maintenance Contracts" or other periodic maintenance contracts for .the same.
3. **STAFF:** The salaries of and all other expenses of the staffs to be employed for the common purposes (e.g. security, electrician, maintenance persons, caretaker, plumber, administration persons, accountant, clerk, gardeners, sweepers, liftmen etc.) including their bonus; other emoluments, benefits etc.
4. **TAXES:** Municipal-and other rates, taxes and levies and all other outgoings, if any (save those assessed separately in respect of any unit).
5. **INSURANCE:** Insurance premium, if incurred for insurance of the said Housing Complex and also otherwise for insuring the same against earthquake, damages, fire, lightning, mob, violence, civil commotion (and other risks, if insured).
6. **COMMON UTILITIES:** Expenses for serving/supply of common facilities and utilities and all charges incidental thereto.
7. **RESERVES:** Creation of funds for replacement, renovation and/or other periodic expenses.
8. **OTHERS:** All other expenses and/or outgoings including litigation expenses as are incurred by the Maintenance In-charge for the common purposes.

THE FIFTH SCHEDULE ABOVE RFFFRREP TO:

FACILITIES & AMENITIES:

1. CLUB WITH BASIC FACILITIES
2. AUTOMATED MAIN GATE ENTRY

3. KEYLESS ENTRY FOR YOUR APARTMENT
4. VIDEO DOOR PHONE
5. PATIO FOR EVENING ADDA
6. MULTI – PURPOSE SPORTS COURT
7. AC GYMNASIUM
8. JET CAR WASH
9. LAUNDERETTE
10. CCTV SURVEILLANCE
11. AC CHILDREN’S PLAY ZONE
12. AC INDOOR GAMES ROOM
13. TERRACE GARDEN
14. AC BANQUET HALL
15. FIRE FIGHTING
16. SWIMMING POOL
17. 24×7 POWER BACKUP
18. HIGH SPEED ELEVATOR
19. SHUTTLE SERVICE TILL JOKA METRO

THE SIXTH SCHEDULE ABOVE REFERRED TO:

(Easements)

1. The Purchaser shall be entitled to all rights privileges vertical and lateral easements quasi-easements appendages and appurtenances whatsoever belonging to or in any way appertaining to the said Unit as usually held used occupied or enjoyed or reputed or known as part or parcel thereof or appertaining thereto Excepting And Reserving the rights easements quasi easements privileges and appurtenances hereinafter morefully and particularly set forth in the Sixth Schedule hereto.
2. The right of access and way in common with other occupiers of the said Housing Complex at all times and for all normal residential purposes connected with the common use and enjoyment of the common areas and installations.

3. The right of way in common as aforesaid at all times and for all purposes connected with reasonable use and enjoyment of the said Unit Provided Always and it is hereby declared that nothing herein contained shall permit the Purchaser or any person deriving title under him or his servants agents and invitees to obstruct in any way by vehicles deposit of materials rubbish or otherwise the free passage of other person or persons and/or other occupiers of the Housing Complex and the Maintenance In-charge entitled to such way as aforesaid.
4. The right of protection of the said Unit by and from all parts of the Housing Complex so far as they now protects the same.
5. The right of flow in common as aforesaid of electricity water and waste or soil from and to the said Unit through pipes drains wires and conduits lying or being in under through or over the other parts of the Housing Complex so far as may be reasonably necessary for the beneficial use occupation and enjoyment of the said Unit.
6. The right of the Purchaser with or without workmen and necessary materials to enter from time to time upon the other parts of the Housing Complex solely and strictly for the purpose of rebuilding, repairing, replacing or cleaning so far as may be necessary such pipes drains wires and conduits as aforesaid and also for the purpose of rebuilding, repairing, replacing or cleaning any part or parts of the Housing Complex and the Common Areas and Installations insofar as such rebuilding repairing replacing or cleaning as aforesaid cannot be reasonably carried out without such entry and in all such cases excepting in emergent situation upon giving forty-eight hours previous notice in writing of his intention so to enter to the Maintenance-In-Charge and/or the occupier of the Housing Complex affected thereby.

**THE SEVENTH SCHEDULE ABOVE REFERRED TO;
(Easements excepted out of the sale and reserved)**

The under mentioned rights easements quasi easements and privileges appertaining to the Housing Complex and the said Premises/ Ultimate Premises shall be excepted and reserved for the said Owner and/or the said Developer and/or the Maintenance In-charge and/or the other occupiers of the Housing Complex:

1. The right of access and way in common with the Purchaser and/or other person or persons entitled to the other part or parts of the Housing Complex at all times and for all purposes connected with the use and enjoyment of the common areas installations and facilities.
2. The right of flow in common with the Purchaser and other person or persons as aforesaid of electricity water and waste or soil from and to any part (other than the said Unit) of the other part or parts of the Housing Complex through pipes drains wires conduits lying or being in under through or over the said Unit and all other parts of the Housing Complex as far as may be reasonably necessary for the beneficial use occupation and enjoyment of other part or parts of the Housing Complex.
3. The right of protection of other part or parts of the Housing Complex by all parts of the said Unit so far as they now protects the same.
4. The right as might otherwise become vested in the Purchaser by means of any of the structural alterations or otherwise in any manner to lessen or diminish the normal enjoyment by other part or parts of the Housing Complex.
5. The right with or without workmen and necessary materials to enter from time to time upon the said Unit for the purpose of rebuilding, repairing, replacing or cleaning so far as may be necessary such pipes drains wires and conduits as aforesaid provided always that except in emergent situation the said Owner, the said Developer, the Maintenance-In-Charge and the occupiers of other part or parts of the Housing Complex shall give to the Purchaser a prior forty-eight hours written notice of its or their intention for such entry as aforesaid.

IN WITNESS WHEREOF the **PARTIES** hereto have set and subscribed their respective hands and seals on the day, month and year first above written.

SIGNED SEALED and DELIVERED

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

1.

OWNERS

2.

SIGNED AND SEALED by the **DEVELOPER**

at Kolkata, in the presence of:

1.

DEVELOPER

2.

SIGNED AND SEALED by the **PURCHASER/S**

at Kolkata, in the presence of:

1.

PURCHASER/S

2.

Drafted by :

SWAPAN KUMAR DAS

Advocate

High Court, Kolkata

WB-849/1995