

**Draft**

**THIS AGREEMENT FOR SALE** made this                    day of ....., **TWO THOUSAND AND EIGHTEEN (2018)**

**BETWEEN**

**(1) SMT. DIPTI DUTTA (PAN NO. ADYPD 8607R)**, Wife of Mr. Sidharth Narayan Dutta, by religion – Hindu, by occupation – Retired, by Citizen – Indian, residing at FD -7, Flat No. – 3, Sector -III, Salt Lake City, P.O. Bidhannagar IB Market, Police Station – Bidhannagar (South), Kolkata – 700 106, **(2) SMT. ANURUPA ACHARYYA (PAN NO. AJVPA 5328 D)**, Wife of Late Anupam Acharjya, by occupation – Household duties, **2A) SRI. ANIRBAN ACHARYA (PAN NO. AJVPA 5366 M)**, son of Late Anupam Acharyya, by occupation – Business, both residing at Village – Khasmallick, Post Office – Dakshin Gabindapur, Police Station – Baruipur, Kolkata – 700 145, District – 24 Paraganas (South), both by faith – Hindu, both by Citizen – Indian, represented by their Constituted Attorney **MR. BIKRAM KUMAR SARAF (PAN: AVRPS6829B)**, Son of Mr. Binode Kumar Saraf, by faith Hindu, by Occupation- Business, Residing at 1, Jubilee Park, Flat No: 3N, Block-3, Police Station – Jadavpur, Post Office Tollygunge, Kolkata 700 033, hereinafter called the **“OWNERS”** (which expression shall unless excluded by or repugnant to the context shall be deemed and mean to include their heirs, executors, legal representatives, administrators and assigns) of the **FIRST PART**.

**AND**

**M/s I-RED PROJECTS LIMITED (PAN AABCI 9260J)**, a company within the meaning of the Companies Act, 1956 and having its registered office at 6, Puran Chand Nahar Avenue, Post Office- Dharmatala, Police Station-Taltala, Kolkata- 700013, represented by its Director **MR. BIKRAM KUMAR SARAF (PAN AVRPS6829B)**, Son of Binode Kumar Saraf, by faith-Hindu, by occupation- Business, residing at 1, Jubilee Park, Flat No. 3N, Block-3, Police Station -Jadavpur, Post Office- Tollygunge, Kolkata 700033, West Bengal , hereinafter referred to as **DEVELOPER** (which expression shall unless excluded by or repugnant to the context shall be deemed and mean to include its administrators, successors-in-interest and assigns) of the **SECOND PART**.

**AND**

....., hereinafter (jointly) referred to as the **“PURCHASER”** (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their respective heirs executors, administrators, representatives and assigns) of the **SECOND PART**

**CHAPTER-I # DEFINITIONS**

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

1A.1 **ARCHITECT** shall mean and include such person or firm who may be appointed as architects of the building by the Developer.

- 1A.2 **NEW BUILDING/BUILDING** shall mean the proposed multistoried building's (G+ IV) constructed by the Developer at the said Property in accordance with the Sanctioned Building Plan.
- 1A.3 **OWNERS** wherever it is appearing shall mean and include **(1) SMT. DIPTI DUTTA (PAN NO. ADYPD 8607R)**, Wife of Mr. Sidharth Narayan Dutta, by religion – Hindu, by occupation – Retired, by Citizen – Indian, residing at FD -7, Flat No. – 3, Sector -III, Salt Lake City, P.O. Bidhannagar IB Market, Police Station – Bidhannagar (South), Kolkata – 700 106, **(2) SMT. ANURUPA ACHARYYA ( PAN NO. AJVPA 5328 D)**, Wife of Late Anupam Acharjya, by occupation – Household duties, **2A) SRI. ANIRBAN ACHARYA (PAN NO. AJVPA 5366 M)**, son of Late Anupam Acharyya, by occupation – Business, both residing at Village – Khasmallick, Post Office – Dakshin Gabindapur, Police Station – Baruipur, Kolkata – 700 145, District – 24 Paraganas (South), and shall include their heirs, executors, administrators, legal representatives and assigns;
- 1A.4 **DEVELOPER** shall mean and include the said **M/s I-RED PROJECTS LIMITED (PAN AABCI 9260J)**, a company within the meaning of the Companies Act, 1956 and having its registered office at 6, Puran Chand Nahar Avenue, Post Office- Dharmatala, Police Station-Taltala, Kolkata- 700013,, represented by its Director **MR. BIKRAM KUMAR SARAF (PAN AVRPS6829B)**, Son of Binode Kumar Saraf, by faith- Hindu, by occupation- Business, residing at 1, Jubilee Park, Flat No. 3N, Block-3, Police Station -Jadavpur, Post Office-Tollygunge, Kolkata 700033, West Bengal and its successor or successors – in – interest, transferors, nominee/s and/or assigns.
- 1A.5 **PURCHASER** shall mean and include his/her/their heirs executors, administrators, representatives and assigns, but not include nominee or nominees.
- 1A.6 **COMMON FACILITIES/PORTIONS** shall include paths passages, stairways, elevator, water courses, drains, sewers and other spaces and facilities whatsoever expressly to be specified by the Developer upon completion of the new building for enjoyment by the Flat/Unit Owners subject to payment of maintenance charges in favour of Developer or maintenance-in-charge.
- 1A.7 **MAINTENANCE-IN-CHARGE** shall mean and include the said I-RED PROJECTS LIMITED, a company incorporated under the Companies Act, having its registered office at 6, Puran Chand Nahar Avenue, Kolkata 700 013 and its executors, administrators, representatives and assigns and such other Firm, Company, as may be nominated by the Developer.
- 1A.8 **CONSTRUCTED SPACE** shall mean the space in the said New Building available for independent use and occupation including the space demarcated for common facilities and services.
- 1A.9 **PROPERTY/PREMISES** shall mean and include the said **Property** morefully and particularly mentioned and described in the **FIRST SCHEDULE** hereunder written.
- 1A.10 **PLAN** shall mean the map or plan sanctioned by the **Baruipur Panchayat Samity** for construction of the said New Building on the said Property with such other variation or modification and/or alteration as may be mutually agreed upon between the parties and duly sanctioned by the authorities concerned and shall also include all working drawings to be got prepared by the Developer.

- 1A.11        **“Co-owners”** according to the context shall mean all the buyers/owners who from time to time have purchased or agreed to purchase and taken possession of any Unit including the Developer for those units not alienated or agreed to be alienated by the Developer.
- 1A.12        **“Common Areas and Installations”** shall mean and include the areas installations and facilities comprised in the said premises as mentioned and specified in **PART-I** of the **THIRD SCHEDULE** hereunder written and expressed or intended by the Developer for common use and enjoyment of the Co-owners **But shall not include** Parking Spaces and other open and covered spaces at or within the said premises (including the open spaces surrounding the Building at the said premises) which shall be and always be deemed to be excepted and reserved unto the Developer and the Developer may use or permit to be used for parking of motor cars or construction and/or such purposes as the Developer may deem fit and proper and the Developer shall have the absolute right to deal with the same, to which the Purchaser hereby consents.
- 1A.13        **“Common Expenses”** shall mean and include all expenses for the maintenance, management, upkeep, security and administration of the said premises and in particular the Common Areas and Installations and rendition of common services in common to the Co-owners and all other expenses for the Common Purposes including those mentioned in the **FOURTH SCHEDULE** hereunder written to be contributed borne paid and shared by the Co-owners.
- 1A.14        **“Common Purposes”** shall mean and include the purposes of managing, maintaining, up-keeping, security and administering the said premises and in particular the Common Areas and Installations, rendition of services in common to the Co-owners, collection and disbursement of the Common Expenses and dealing with the matters of common interest of the Co-owners of the Unit and relating to their mutual rights and obligations for the beneficial use and enjoyment of their respective Units exclusively and the Common Areas and Installations in common.
- 1A.15        **“Units”** shall mean the independent and self-contained flats, shops, showrooms, offices and other constructed spaces in the Building at the said premises capable of being exclusively held or occupied by a person.
- 1A.16        **“Parking Spaces”** shall mean spaces in or portion of the Ground Floor of the Building and also open spaces at the ground level of the said premises as expressed or intended by the Developer, at their sole discretion, for parking of motor cars/two wheelers etc.
- 1A.17        **“built-up area”** according to the context shall in relation to the said Unit in the Building mean and include the covered/plinth/built-up area of such Unit and include the thickness of the external and internal walls thereof and columns therein **PROVIDED THAT** 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.
- 1A.18        **“saleable area”** according to the context shall in relation to the said Unit in the Building mean and include the built-up area of the said Unit and proportionate share of the area of the Common Areas and Installations.

- 1A.19 **SUPER BUILT UP AREA** : according to the context shall in relation to the said Unit in the Building mean and include the built up area of the Said Unit and proportionate share of other areas including area for common purpose and mandatory open space in the said building but shall not include Car Parking Space.
- 1A.20 **“proportionate”** or **“proportionately”** or **“proportionate share”** according to the context shall mean the proportion in which the built-up area of any Unit may bear to the built-up area of all Units in the Building **Provided That** where it refers to the share of the Purchaser or any co-owner in any rates and/or taxes then such share of the whole shall be determined on the basis 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 shared on the basis of area rental income consideration or user of their respective units by the Purchaser and the other Co-owners respectively).
- 1A.21 **“said Unit”** shall mean the Unit morefully and particularly mentioned and described in the **SECOND SCHEDULE** hereunder written and wherever the context so permits shall include the right of parking one motor car at the Parking Space at the said premises, if so specifically and as expressly mentioned and described in the **SECOND SCHEDULE**.
- 1A.22 **“Advocates”** unless changed by the Developer, shall mean MANAS DASGUPTA, Advocate of 4, Kiran Sankar Roy Road, Ground Floor, Room No. 11, Kolkata-1 appointed by the Developer for preparation of necessary agreements and instruments for transfer of the Units in the Building and for formation of the Association and its taking charge of the acts relating to the Common Purposes or such other person who may from time to time be appointed by the Developer as their Advocates for the said purposes.
- 1A.23 **FORCE MAJEURE** shall mean and include the circumstances beyond the control of the Developer such as fire, explosion, earthquake, lightning, accumulation of rain water or any unforeseen weather condition, lockout, strike, go-slow, riots, civil disturbances, insurgency, enemy action, war declared or undeclared, temporary or permanent interruption in the supply of utilities serving the project in connection with the work, injunction or orders of any government/ civic bodies/ Panchayat or any other authorities or any act of negligence and/or omissions and/or commissions and/or misrepresentation by the Owner AND THE MATTERS TO WHICH THE DEVELOPER HAS NO DIRECT CONTROL.
- 1A.24 **NOTICE** shall mean and include all notices to be served hereunder by either of the parties to the other shall be deemed to have been served on the 4<sup>th</sup> day of the date the same has been delivered for dispatch to the Postal Authority by registered post with acknowledgement due at the last known address of the parties hereto.
- 1A.25 **TRANSFER** with its grammatical variations shall include transfer by possession and by any other means adopted for effecting what is understood as a transfer of space in multistoried buildings to PURCHASER thereof and will include the meaning of the said terms as defined in the Income Tax Act 1961 and the Transfer of Property Act.

1A.26 Words importing **SINGULAR NUMBER** shall include the **PLURAL NUMBER** and vice versa.

1A.27 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**.

#### **CHAPTER-II # RECITALS:**

##### **WHEREAS:**

1. **ALL THAT** piece and parcel of land in Khatian Nos.656/1 and 658/1, Dag Nos.223, 222, 221, 225 and 214/875 under Mouza – Khasmullick, J.L. No.35, R.S. No. 190, within Sub-Registration office – Baruipur, Police Station – Baruipur, in the District of 24 Paraganas (South) was owned by one Sarasi Mohan Mahinta, Son of Late Kali Mohan Mahinta, who purchased undivided land measuring 27 Decimal equivalent to 16 Cottahs 5 Chittacks 37 Sq.ft. from the same Khatians and Dags from Co-Owners namely 1) Sailendra Kumar Roy Chowdhury, 2) Dwijendra Kumar Roy Chowdhury, 3) Sachindra Kumar Roy Chowdhury, 4) Nirmalendu Roy Chowdhury, 5) Kamalendu Roy Chowdhury, by virtue of Deed of Conveyance dated 31<sup>st</sup> October, 1958 registered in Baruipur Sub-Registration Office and recorded in Book No. I, Volume No. 94, Pages from 17 to 24 being No.8219 for the year 1958.
2. The said Sarasi Mohan Mahinta by another Deed of Conveyance dated 31<sup>st</sup> October, 1958 registered in Book No.I, Volume No.83, Pages from 244 to 252 being No.8228 for the year 1958, in the Baruipur Sub-Registration Office purchased undivided land measuring 29 Decimal equivalent to 17 Cottahs 9 Chittacks 9.5 Sq.ft. from the same Khatians and Dags from co-Owner namely Nirod Lal Roy Chowdhury, Saroj Kumar Roy Chowdhury, Nihar Lal Roy Chowdhury, Chittaranjan Roy Chowdhury, Monoranjan Roy Chowdhury, Sukumar Roy Chowdhury, Sanat Kumar Roy Chowdhury and Sisir Kumar Roy Chowdhury.
3. The said Sarasi Mohan Mahinta by another Deed of Conveyance dated 7<sup>th</sup> November, 1958 registered in Book No.I, Volume No.89, Pages from 174 to 181 being No.8348 for the year 1958, in the Baruipur Sub-Registration Office purchased undivided land measuring 19 Decimal equivalent to 11 Cottahs 8 Chittacks 11 Sq.ft. from the same Khatians and Dags from co-Owners namely Manick Lal Mitra, Molin Chandra Mitra, Deb Kumar Basu, Manas Kumar Basu, Tapas Kumar Basu and Swapan Kumar Mitra.
4. The said Sarasi Mohan Mahinta by another Deed of Conveyance dated 14<sup>th</sup> November, 1958 registered in Book No.I, Volume No.92, Pages from 167 to 177, being No.8423 for the year 1958, in the Baruipur Sub-Registration Office purchased undivided land measuring 38 Decimal equivalent to 23 Cottahs 0 Chittack 22 Sq.ft. from the same Khatians and Dags from co-Owners Sashindra Kumar Roy Chowdhury, Durga Charan Roy Chowdhury, Probodh Kumar Roy Chowdhury, Amal Kumar Roy Chowdhury, Acchudananda Roy Chowdhury, Samarendra Kumar Roy Chowdhury, Sajalendra Kumar Roy Chowdhury, Sabalendra Kumar Roy Chowdhury.
5. Tthe said Sarasi Mohan Mahinta by another Deed of Conveyance dated 19<sup>th</sup> January, 1959 registered in Book No.I, Volume No.17, Pages from 102 to 111, being No.503 for the year 1959, in the Baruipur Sub-Registration Office purchased undivided land measuring 41 Decimal equivalent to 24 Cottahs 13 Chittacks 26 Sq.ft. from the same Khatians and Dags from co-owners Anil Kumar Roy Chowdhury, Molin Kumar Roy

Chowdhury, Lalit Kumar Roy Chowdhury, Ashoke Kumar Roy Chowdhury, Sushil Kumar Roy Chowdhury, Aloke Kumar Roy Chowdhury, Ashim Kumar Roy Chowdhury, Rabindra Kumar Roy Chowdhury.

6. The said Sarasi Mohan Mahinta by another Deed of Conveyance dated 11<sup>th</sup> March, 1959 registered in Book No.I, Volume No.81, Pages from 1 to 9, being No.6603 for the year 1959, in the Baruipur Sub-Registration Office purchased undivided land measuring 6 Decimal equivalent to 3 Cottahs 10 Chittacks 8 Sq.ft. from the same Khatians and Dags from Co-Owners Dipak Kumar Roy Chowdhury, Sailendra Roy Chowdhury, Sarat Kumar Roy Chowdhury, Prafulla Kumar Roy Chowdhury, Arun Kumar Roy Chowdhury, Prabhat Kumar Roy Chowdhury, Srimati Naba Nalini Dasi.
7. The said Sarasi Mohan Mahinta by another Deed of Conveyance dated 3<sup>rd</sup> June, 1959 registered in Book No.I, Volume No.63, Pages from 170 to 171, being No.5170 for the year 1959, in the Baruipur Sub-Registration Office purchased undivided land measuring 1 Decimal equivalent to 9 Chittacks 31 Sq.ft. from the same Khatians and Dags from co-owner Ram Narayan Roy.
8. The said Sarasi Mohan Mahinta by another Deed of Conveyance dated 27<sup>th</sup> June, 1959 registered in Book No.I, Volume No.96, Pages from 258 to 265, being No.8738 for the year 1959 registered in the Baruipur Sub-Registration Office purchased undivided land measuring 10 Decimal equivalent to 6 Cottahs 0 Chittack 44 Sq.ft. from the same Khatians and Dags from co-owners Hirendra Kumar Roy Chowdhury, Sudhangshu Kumar Roy Chowdhury, Satyendra Kumar Roy Chowdhury, Sudhindra Kumar Roy Chowdhury, Srimati Gouri Mitra, Srimati Usha Mitra.
9. The said Sarasi Mohan Mahinta purchased 30 Decimal equivalent to 18 Cottahs 2 Chittacks 41 Sq.ft. of undivided land from the same khatians and same Dags from different co-owners in accordance with the their share namely 1) Arun Kumar Roy Chowdhury, 2) Sm. Naba Nalini Roy Chowdhury, 3) Probodh Kumar Roy Chowdhury, 4) Dipak Roy Chowdhury, 5) Sailendra Kumar Roy Chowdhury, 6) Profulla Kumar Roy Chowdhury, 7) Sarat Kumar Roy Chowdhury, 8) Umesh Chandra Ghose, 9) Krishnadhan Ghose, 10) Sachindra Chandra Ghose, 11) Bireswar Chandra Ghose, 12) Gobardhan Chandra Ghose, 13) Kishore Chandra Ghose, 14) Kamal Chandra Ghose, 15) Indu Madhab Ghose, 16) F.C. Ghosh, 17) Balaram Chandra Ghosh, 18) Rupendra Chandra Ghose, 19) Bijan Chandra Ghose, 20) Jharna Bala Ghose, 21) Sunil Chandra Ghose, 22) Radhagobinda Ghose, 23) Subhash Chandra Ghose, 24) Sushil Chandra Ghose, 25) Saroj Basini Ghose, 26) Samarendra Chandra Ghose, 27) Sukhen Chandra Ghose, 28) Sailen Kumar Roy Chowdhury, 29) Mihir Roy Chowdhury, 30) Probir Roy Chowdhury, 31) Balaram Roy Chowdhury, 32) Satyendra Nath Roy Chowdhury, 33) Ranjit Kumar Roy Chowdhury, 34) Nemai Kumar Roy Chowdhury, 35) Asrumoyee Roy Chowdhury, 36) Tarubala Roy Chowdhury, 37) Krishnalal Roy Chowdhury, 38) P.C. Roy Chowdhury, 39) Somendra Kumar Roy Chowdhury, 40) Rabindra Kumar Roy Chowdhury, 41) Monoj Kumar Roy Chowdhury, 42) Kanoj Kumar Roy Chowdhury, 43) Santosh Kumar Roy Chowdhury, 44) Sm. Renuka Bala Roy Chowdhury, 45) Benoy Krishna Roy Chowdhury, 46) Amar Krishna Roy Chowdhury, 47) Gobinda Krishna Roy Chowdhury, 48) Sunil Lal Roy Chowdhury, 49) Panchulal Roy Chowdhury, 50) Samir Kumar Roy Chowdhury, 51) Anath Nath Roy Chowdhury, 52) Sm. Krishna Benodini Dasi, 53) Sm. Nalini Balal Dasi, 54) Sm. Kamalini Dasi, 55) Sm. Nalini Bala Dasi, 56) Radhanath Roy Chowdhury, 57) Gopinath Roy Chowdhury, 58) Brojendra Nath Roy

Chowdhury, 59) Patit Paban Roy Chowdhury, 60) Nabindra Kumar Roy Chowdhury and 61) Pitambar Roy Chowdhury.

10. By virtue of such purchases the said Sarasi Mohan Mahinta has acquired absolute right title and interest in the total land measuring 2.08 Acre equivalent to 126 Cottahs 0 Chittack 44 Sq.ft. of land .
11. By a Deed of Conveyance made on 30<sup>th</sup> day of May, One thousand nine hundred eighty the said Sarasi Mohan Mahinta sold transferred and conveyed free from all encumbrances **ALL THAT** piece and parcel of land measuring 2.08 Acres more or less in Khatian No.656/1 and 658/1, Dag Nos.223, 222, 221, 225 and 214/875 of Mouza Khas Mullick, J.L. No. 35, R.S. 190 within S.R. Office Baruipur, Police Station – Baruipur, District – 24 Paraganas (South) to 1) Srimati Binapani Acharjya, wife of Late Brojendra Mohan Acharjya, 2) Srimati Anurupa Acharyya, Wife of Late Anupam Acharjya, 3) Kumari Anindita Acharjya, the then minor, 4) Kumari Aparajita Acharjya, the then minor, 5) Anirban Acharjya, the then minor all minors were daughters and son of Late Anupum Acharya, all minors represented therein by their Natural Guardian Smt. Anurupa Acharyya, The said Deed of Sale was registered in the office of the Alipore South 24 Paraganas and recorded in Book No. I, Volume No.140, Pages from 76 to 87 being No.4360 for the year 1980.
12. It was found that there were certain mistakes of the principal Deed of Sale dated 30.05.1980 and the said 1) Srimati Binapani Acharjya, wife of Late Brojendra Mohan Acharjya, 2) Srimati Anurupa Acharyya, Wife of Late Anupam Acharjya, 3) Kumari Anindita Acharjya, the then minor, 4) Kumari Aparajita Acharjya, the then minor, 5) Anirban Acharya, the then minor all minors were daughters and son respectively of Late Anupum Acharjya, all minors represented therein by their Natural Guardian mother Smt. Anurupa Acharyya, had executed a Deed of Declaration on 14<sup>th</sup> day of August, 1986 to the effect that the Principal Deed dated 30.05.1980 should be declared and corrected to the effect that in the schedule in the Principal Deed for the Khatian No.658/1 the words Khatian No.656/1 and for the words 224/875, the words 214/875 should be substituted and read and the correct schedule of the Principal Deed stood as under **ALL THAT** piece and parcel of land measuring 2.08 Acres more or less in Khatian No. 656/1, Dag Nos.223, 222, 221, 225 and 214/875 of Mouza Khas Mullick, J.L. No. 35, R.S. 190 within S.R. Office Baruipur, Police Station – Baruipur, District 24 Parganas (South). The said Deed of Declaration was registered in the office of the District Sub-Registrar at Baruipur and recorded in Book No.I, Deed No.15529 for the year 1986.
13. By a Deed of Indenture made on 31<sup>st</sup> day of May, 1991, the said 1) Srimati Binapani Acharjya, wife of Late Brojendra Mohan Acharjya, 2) Srimati Anurupa Acharyya, Wife of Late Anupam Acharjya, 3) Kumari Anindita Acharjya, the then minor, 4) Kumari Aparajita Acharjya, the then minor, 5) Anirban Acharya, the then minor all minors were daughters and son respectively of Late Anupum Acharjya, sold transferred and conveyed free from all encumbrances **ALL THAT** demarcated piece or parcel of land measuring 3 (Three) Cottahs 23 (Twenty Three) Sq.ft. comprising Mouza Khas Mallick, Pargana Madanmolla, Touzi No. 250, R.S. No.190, J.L. No. 35, in R.S. Khatian No. 656/1, Police Station – Baruipur, District South 24 Parganas, Sub-Registrar of Baruipur to Smt. Dipti Dutta, the Owner No.1 hereinabove .Wife of Mr. Siddharth Narayan Dutta, at and for valuable consideration as mentioned in the said of Indenture. The said Deed of Indenture was registered in the office of the Sub-Registrar at Alipore and recorded in Book No.I, Volume No. 143, Pages from 43 to 60 being No.7964 for the year 1991.

14. By another Deed of Indenture made on 31<sup>st</sup> day of May, 1991, the said 1) Srimati Binapani Acharjya, wife of Late Brojendra Mohan Acharjya, 2) Srimati Anurupa Acharyya, Wife of Late Anupam Acharjya, 3) Kumari Anindita Acharjya, the then minor, 4) Kumari Aparajita Acharjya, the then minor, 5) Anirban Acharya, the then minor all minors were daughters and son respectively of Late Anupum Acharjya, sold transferred and conveyed free from all encumbrances **ALL THAT** demarcated piece or parcel of land measuring 2 (Two) Cottahs 2 (Two) Chittacks 30 (Thirty) Sq.ft comprising with Mouza Khas Mallick, Pargana Madanmolla, Touzi No. 250, R.S. No.190, J.L. No. 35, in R.S. Khatian No. 656/1, Police Station – Baruipur, District South 24 Parganas, Sub-Registrar of Baruipur to Smt. Dipti Dutta, the Owner No.1 hereinabove, Wife of Mr. Siddharth Narayan Dutta, at and for valuable consideration as mentioned in the said of Indenture. The said Deed of Indenture was registered in the office of the Sub-Registrar at Alipore and recorded in Book No.I, Volume No. 143, Pages from 25 to 42, being No.7963 for the year 1991.
15. By virtue of the aforesaid two Deed of Sale, the said Dipti Dutta have become the Owner of total area of land measuring 05 Cottahs 03 Chittacks 08 Sq.ft.
16. The said 1) Anirban Acharya, 2) Anindita Acharjya, 3) Aparajita Acharjya duly attained their age of majority.
17. The name of 1) Srimati Binapani Acharjya, 2) Srimati Anurupa Acharyya, 3) Anirban Acharya, 4) Anindita Acharjya, 5) Aparajita Acharjya have duly recorded in L.R.R.O.R. under L.R. kri khatian No. 317/2, 107/2, 99/1, 99/3, 99/2 respectively of Mouza – Khasmullick, J.L. No. 35, Police Station – Baruipur, District South 24 Paraganas.
18. The said Binapani Acharjya died intestate leaving behind her daughter in law Smt. Anurupa Acharyya, Wife of his deceased son Late Anupum Acharjya (**who died on 27.02.1979**), grand son Sri Anirban Acharya and two grand daughters namely Smt. Anindita Singha (Acharjya) and Smt. Aparajita Banerjee (Acharjya) as her legal heirs and successors in respect to the estate left by her the undivided share of property belonged to Binapani Acharjya since deceased duly devolved upon Smt. Anurupa Acharyya, Sri Anirban Acharya Smt. Aparajita Banerjee (Acharjya) under the provisions of Hindu Succession Act, 1956.
19. By a Deed of Gift made on 27<sup>th</sup> day of June, 2012 registered with the office of the Additional District Sub-Registrar at Baruipur and recorded in Book No. I, Volume No. 21, pages from 3709 to 3722 being No. 06830 for the year 2012, the said Anindita Acharjya (Singha) and Aparajita Acharjya (Banerjee) gifted transferred and conveyed in favour of Anurupa Acharyya and Anirban Acharya, their mother and brother respectively in consideration natural love affection comprising with ALL THAT piece and parcels of land measuring 10 (Ten) Cottahs or more or less 16.50 decimals out of undivided 25 Cottahs out of 49.50 decimals out of 99 decimals together with all easements rights, title, interest in recorded R.S. and L.R. Dag No. 223, under L.R. Kri Khatian No. 107/2, 99/1, 99/3, 99/2, 317/2, of Mouza – Khasmallick, J.L. No. 35, under Hariharpur Gram Panchayat, Police Station – Baruipur, District – South 24 Paraganas.
20. The said two sisters namely SMT. ANURUPA ACHARYYA and ANINDITA SINHA (ACHARJYA) affirmed an affidavit before the Learned Judicial Magistrate at Alipore, declaring that they have no objection in the matter of development of the First Schedule land and presently Dipti Dutta, Smt. Anurupa Acharyya and Anirban



Acharyya are the joint owners of total area of land measuring 25 Cottahs 03 Chittacks 08 Sq.ft.

21. The abovenamed owners are jointly seized and possessed of sufficiently entitled to **ALL THAT** piece and parcels of land measuring 25 (Twenty five) Cotthahs 3(Three) Chittacks and 8(eight) sq.ft. more or less out of which 5 ( five) Cotthahs 3(Three) Chittacks and 8(eight) sq.ft. more or less land is belonged to Land-Owner No.1 Dipti Dutta and **ALL THAT** piece and parcels of land measuring about 20 (Twenty) Cottahs more or less is belong-ed to Land-Owner No, 2 and 2A SMT. ANURUPA ACHARYYA and SRI ANIRBAN ACHARYA together with all easements rights, title, interest in recorded R.S. and L.R. Dag No. 223, under L.R. Khatian No.1250 (Owner No.1 Dipti Dutta) and under L.R. Kri Khatian No. 107/2, 99/1, 99/3, 99/2, 317/2,(Owner No.2 and 2A SMT. ANURUPA ACHARYYA and SRI ANIRBAN ACHARYA ) of Mouza – Khasmallick, J.L. No. 35, under Hariharpur Gram Panchayat, Police Station – Baruipur, District – South 24 Paraganas and have been possessing and enjoying the said property free from all encumbrances by paying tax to the Competent Authority and in the office of the Settlement records of right in their own name.
22. The Owners have decided to make construction of a multi-storied Building by appointing Developer for better utilization of the property measuring about 25 (Twenty five) Cotthahs 3(Three) Chittacks and 8(eight) sq.ft. more or less out of which 5 (five) Cotthahs 3(Three) Chittacks and 8(eight) sq.ft. more or less land is belonged to Land-Owner No.1 Dipti Dutta and the land measuring about 20 (Twenty) Cottahs more or less is belonged to Land-Owner No, 2 and 2A **SMT. ANURUPA ACHARYYA** and **SRI ANIRBAN ACHARYA** mentioned in the First Schedule below and were in search for a suitable Developer.
23. The said Dipti Dutta, the Owner No.1 hereinabove had entered and Agreement for Development with Mayfair Villa Private Limited having its registered office at 31, Shakespeare Sarani, Jasmine Tower, 6<sup>th</sup> Floor, Police Station – Shakespeare Sarani, Kolkata – 700 017 represented therein by its two Directors Mr. Rahul Gupta and Mr. Gaurab Gupta, both Sons of Mr. Shishir Kumar Gupta with the terms and condition as mentioned in the said Development Agreement. The said Development Agreement was registered in the office of the District Sub-Registrar –IV at Alipore and recorded in Book No.I, CD Volume No.32, Pages from 2320 to 2356 being No.09145 for the year 2012.
24. In pursuance to the said Development Agreement the said Dipti Dutta had executed a Power of Attorney in favour of said Mayfair Villa Private Limited conferred all the Powers as embodied therein. The said Power of Attorney was registered in the office of the District Sub-Registrar –IV at Alipore , South 24 Paraganas and recorded in Book No.I, CD Volume No.32, Pages from 2357 to 2370 being No.09146 for the year 2012.
25. The said Smt. Anurupa Acharyya and Sri Anirban Acharya, the abovenamed Landowner No. 2 and 2A have entered and Agreement for Development with Mayfair Villa Private Limited having its registered office at 31, Shakespeare Sarani, Jasmine Tower, 6<sup>th</sup> Floor, Police Station – Shakespeare Sarani, Kolkata – 700 017 represented therein by its two Directors Mr. Rahul Gupta and Mr. Gaurab Gupta, both Sons of Mr. Shishir Kumar Gupta with the terms and condition as mentioned in the said Development Agreement. The said Development Agreement was registered in the office of the District Sub-Registrar –IV at Alipore and recorded in Book No.I, CD Volume No.32, Pages from 2121 to 2157 being No.09143 for the year 2012.

26. In pursuance to the said Development Agreement the said Smt. Anurupa Acharyya and Sri Anirban Acharya, had executed a Power of Attorney in favour of said Mayfair Villa Private Limited conferred all the Powers as embodied therein. The said Power of Attorney was registered in the office of the District Sub-Registrar -IV at Alipore , South 24 Paraganas and recorded in Book No.I, CD Volume No.32, Pages from 2436 to 2449 being No.09144 for the year 2012.
27. Mayfair Villa Private Limited being the Constituted Attorney of the abovenamed Landowner Nos. 1, 2 and 2A for submitted a Building Plan with the Competent Authority for construction of a multi storied building upon the property comprising with an area of 25 Cottahs 3 Chittacks 8 Sq.ft. and the said Building Plan was duly sanctioned by the Competent Authority vide No. 302/342/KMDA dated 11.02.2014.
28. The old structure upon the property has been demolished but the work has not been commenced in pursuance to the building plan sanctioned by the Competent Authority.
29. Due to mutual understanding and settlement, all the abovenamed Owners and Mayfair Villa Private Limited are decided to cancel their respective Development Agreement on mutual consent whereby each parties would waive and/or relinquish their respective right, title, interest, claim and demand as arisen from the said Development Agreement.
30. By a Deed of Cancellation of Development Agreement executed on 14<sup>th</sup> day of, July 2016 the Development Agreement dated 21<sup>st</sup> day of November, 2012 entered and executed between Smt. Dipti Dutta and Mayfair Villa Private Limited has been cancelled, rescinded and/or withdrawn with all effect. The said Deed of Cancellation of Development Agreement was registered in the office of the District Sub-Registrar -IV at Alipore, South 24 Paraganas and recorded in Book No.I, CD Volume No 1604-2016 Pages from 123551 to 123567 being No 160404569 for the year 2016.
31. Accordingly said owner Dipti Dutta have revoked the Power of Attorney dated 21<sup>st</sup> day of November, 2012 which was given in favour of Mayfair Villa Private Limited duly registered with the office of the District Sub-Registrar-IV at Alipore, South 24 Paraganas and recorded was Book No.I, CD Volume No.32 Pages from 2357 to 2370 being No.09146 for the year 2012 and also completely revoked all Powers or Authority thereby and thereunder given by them either expressly or impliedly, to all intents and purposes provided that nothing herein contained shall rendered invalid or ineffective any act, deed or thing lawfully or bonafidely done or caused to be done by the said Attorney under and by virtue of the power given to them before the revocation thereof. The said Revocation of Power of Attorney was registered in the office of District Sub-Registrar-IV at Alipore, South 24 Paraganas and recorded was Book No.I, CD Volume No.1604-2016 Pages from 7633 to 7647 being No.160400362 for the year 2016.
32. By a Deed of Cancellation of Development Agreement executed on 14<sup>th</sup> day of July, 2016 the Development Agreement dated 21<sup>st</sup> day of November, 2012 entered and executed between Smt. Anurupa Acharyya and Sri Anirban Acharya and Mayfair Villa Private Limited has been cancelled, rescinded and/or withdrawn with all effect. The said Deed of Cancellation of Development Agreement was registered in the office of the District Sub-Registrar -IV at Alipore, South 24 Paraganas and recorded

in Book No. I, CD Volume No 1604-2016 Pages from 123362 to 123379 being No 160404568 for the year 2016.

33. Accordingly said owners Smt. Anurupa Acharyya and Sri Anirban Acharya have revoked the Power of Attorney dated 21<sup>st</sup> day of November, 2012 which was given in favour of Mayfair Villa Private Limited duly registered with the office of the District Sub-Registrar-IV at Alipore, South 24 Paraganas and recorded was Book No.I, CD Volume No.32 Pages from 2357 to 2370 being No.09146 for the year 2012 and also completely revoked all Powers or Authority thereby and thereunder given by them either expressly or impliedly, to all intents and purposes provided that nothing herein contained shall rendered invalid or ineffective any act, deed or thing lawfully or bonafidely done or caused to be done by the said Attorney under and by virtue of the power given to them before the revocation thereof. The said Revocation of Power of Attorney was registered in the office of District Sub-Registrar-IV at Alipore, South 24 Paraganas and recorded was Book No.I, CD Volume No 1604-2016 Pages from 7648 to 7662 being No 160400361 for the year 2016.
34. The Owners have approached the abovenamed Developer for making construction of a multi-storied building in pursuance to the building plan duly sanctioned by the Competent Authority vide No. 302/342/KMDA dated 11.02.2014 in consideration of 30% built up area of the proposed newly constructed building in full and final settlement only as the total consideration in exchange of the said Property and the Developer will get the entire balance area.
35. Relying upon the respective representations of the Owners, and subsequent to joint meetings and discussions, the terms, conditions, considerations and stipulations that have been mutually agreed, accepted and covenanted between the Owner, therein also described as the Owner and the Developer, therein also described as the Developer, hereto entered into an Agreement on 15<sup>th</sup> Day of July, 2016 (hereinafter referred to as the said **Development Agreement**) and the said Development Agreement was registered in the office of District Sub-Registrar-IV at Alipore, South 24 Paraganas and recorded in Book No. I, CD Volume No. 1604-2016, Page No. 126029 to 126100, being Deed No. 160404622 for the year 2016.
36. In terms of the said Development Agreement, the said Owners appointed the Developer for developing the said premises upon constructing new buildings thereon in terms of the sanctioned plan, on the terms and conditions recorded thereunder and further the Owner empowered the Developer to carry out such development effectively and to sell the covered areas and/or saleable areas of the Developer's Allocation to the prospective Purchaser of the units and/or flats and to receive and appropriate the process and/or consideration thereof on account of the Developer more particularly described in the said Development agreement dated 15<sup>th</sup> Day of July, 2016.
37. In terms of the said Development Agreement, said Owners granted a power of attorney in favour of MR. BIKRAM KUMAR SARAF (PAN AVRPS6829B) on 28<sup>th</sup> Day of July, 2016 and the said power of attorney was registered in the office of District Sub-Registrar-IV at Alipore, South 24 Paraganas and recorded in Book No. I, CD Volume No. 1604-2016, pages 133177 to 133197 being No. 160404923 for the year 2016 (hereinafter referred to as the 'power of attorney granted by the Owners').

- 38.** After the said Development Agreement, the Developer herein has caused a Building Plan sanctioned by the Competent Authority vide No. REVISED 477/607/KMDA dated 17/05/2017 (hereinafter referred to as the said PLAN ).
- 39.** In pursuance of the said Development Agreement, the Developer, the Confirming Party herein has commenced constructed of multistoried buildings consisting of several self contained Units/commercial space/Constructed portions capable of being held and/or enjoyed independently (hereinafter called the **SAID BUILDING**) as per the said Plan.
- 40.** In terms of the said Development Agreement read with the supplementary agreement recording the demarcation of the respective Allocation (both owner's and Developer's allocation) coupled with the registered Power of Attorney granted by the Owners, the Developer is entitled to the constructed area and other areas in the said multi storied building, being the Developer's Allocation.
- 41.** The Purchaser being desirous of owning **ALL THAT** the said Unit morefully and particularly mentioned and described in the **SECOND SCHEDULE** hereunder written in the Building approached the Developer to purchase the said unit belong to the Developer as **Developer's Allocation** in terms of the said Development Agreement, to which the Developer agreed to, at or for the consideration and on the terms and conditions hereinafter contained.

**NOW THIS AGREEMENT WITNESSETH and it is agreed and declared by and between the parties hereto as follows:**

**ARTICLE I - REPRESENTATION AND WARRANTIES BY THE DEVELOPER**

- 1.1 At execution of this Agreement, the Developer has assured and represented to the Purchaser as follows:
- (i) THAT the Developer has entered into a Development Agreement dated 15<sup>th</sup> Day of July, 2016 in respect of the First Schedule property for construction of a Multi storied building thereon.
  - (ii) That Developer has obtained a modified Plan duly sanctioned by the Competent Authority vide No. REVISED 477/607/KMDA dated 17/05/2017 (hereinafter referred to as the said **PLAN**).
  - (iii) The Developer further represented to the Purchaser that the said Property is free from all encumbrances.
  - (iv) That the said UNIT is part of the Developer's Allocation in terms of the said Development Agreement and the Developer is entitled to sell the said UNIT, for which no separate consent is required from the Owner of the said Property.
  - (v) The Developer has agreed to sell and transfer and the Purchaser agrees to purchase **ALL THAT** the said Unit morefully and particularly mentioned and described in the **SECOND SCHEDULE** hereunder written **TOGETHER WITH** proportionate undivided indivisible impartible variable share in the land comprised in the said premises fully described in the **FIRST SCHEDULE** hereunder written attributable to the said Unit **AND TOGETHER WITH** proportionate undivided indivisible impartible variable share in the

Common Areas and Installations morefully and particularly mentioned and described in **PART-I** of the **THIRD SCHEDULE** hereunder written attributable to the said Unit as per Specification mentioned in Part-II of the Third Schedule within the time Limit mentioned in Part-III of the Third Schedule , at or for the consideration mentioned in **PART-I** of the **FIFTH SCHEDULE** hereunder written payable by the Purchaser to the Developer in installments as mentioned in **PART-II** of the **FIFTH SCHEDULE** hereunder written and on and subject to the terms and conditions contained herein.

## **ARTICLE II - REPRESENTATION AND WARRANTIES BY THE PURCHASER**

2.1 At execution of this Agreement, the PURCHASER has assured and represented to the Developer and the Vendors as follows:

- (i) The PURCHASER shall cause a publication, if necessary, of the proposed transaction in the newspaper.
- (ii) The PURCHASER doth hereby declare that the PURCHASER has perused and inspected photocopies of all papers/ documents/ deeds of title and the sanctioned building plan of the proposed building and made himself satisfied with regard to the title of the property and agreed not to raise question in respect of the said UNIT (along with common facilities and benefits etc.) and the said premises.
- (iii) The Purchaser doth hereby consent and confirm that the Developer shall be at liberty to have the said Building Plan modified and/or altered for construction reconstruction addition and/or alteration to the Buildings or any part thereto and/or for any change of user of any Unit.
- (iv) The Purchaser doth hereby further accepts and confirms that the said Unit is being constructed in accordance with the Building Plan with such sanctionable modifications or alterations therein as may be deemed fit by the Developer or advised by the Architects or directed by the Competent Authority or any other authority and the Purchaser agrees not to raise any objection in respect thereof and shall accept the same and in no event be entitled to any abatement in price or to any compensation on account thereof.
- (v) The Purchaser further agrees that on completion of construction if the measurement of the Said Unit increases/decreases from that of as mentioned in this Agreement, such increase/decrease shall be accepted by the Purchaser as final and binding.
- (vi) The Purchaser shall not in any manner cause any objection obstruction interference or interruption at any time hereafter in the construction or completion of construction of or in the Building or on other parts of the said premises by the Developer nor shall at any time hereafter do or omit to be done anything whereby the construction of the Building or the development of the said premises is in any way hindered or impeded with nor shall in any way commit breach of any of the terms and conditions herein contained and if due to any neglect or default on the part of the Purchaser or because of any act or omission on the part of the Purchaser, the Developer are restrained from construction of the Building and/or transferring and disposing off the other units then and in that event without prejudice to such other rights the Developer may have, the Purchaser shall be liable to compensate

and also indemnify the Developer for all losses damages costs claims demands actions and proceedings that may be suffered or incurred by the Developer and the same shall be such as may be determined by the Architects and the amount determined by the Architects shall be final and binding on the parties hereto.

- (vii) The Purchaser hereby undertake that the Purchaser shall not object, obstruct and or interfere in respect of sale/transfer of other flats/car-parking space/spaces to any other intending PURCHASER/buyers.
- (viii) The Purchaser hereby undertakes that the Purchaser shall make the total consideration amount (as mentioned in Part-I of the Fifth Schedule) within the time schedule morefully mentioned in the Part-II of the Fifth schedule hereunder written. It is agreed that timely payment by the Purchaser shall be the essence of the contract.
- (ix) On the basis of terms and conditions and timely payment to be made by the Purchaser as mentioned hereinabove, the purchaser has agreed to purchase and the Developer has agreed to sell the said UNIT, free from all encumbrances charges liens lispensdens attachments trusts whatsoever for the consideration and on the terms and conditions morefully hereinafter appearing.

### **ARTICLE - III**

3.1 In consideration of the amount of consideration agreed to be paid by the Purchaser to the Developer, the Developer has agreed to agreed to sale the said UNIT and the Purchaser alone shall be entitled to obtain the Deed of Conveyance in terms of the said Sale Agreement subject to the Purchaser making payment of the entire amount of consideration agreed to be paid in terms of the time schedule mentioned in Part-II of the Fifth Schedule hereunder written.

### **ARTICLE IV – CONSIDERATION**

4.1 In consideration of the above the Purchaser has agreed to pay to the Developer total consideration amount (as mentioned in Part-I of the Fifth Schedule) (hereinafter referred to as the CONSIDERATION AMOUNT) TOGETHER WITH applicable Taxes including Service Taxes.

4.2 At execution of this Agreement out of the said consideration amount the Purchaser has paid ..... % of the total consideration amount as and by way of Earnest Money and/or part payment of the amount of consideration (which amount the Transferor doth admit and acknowledge to have been received) and the Purchaser shall also pay the balance amount within the time schedule mentioned in Part-II of the Fifth Schedule hereunder written.

### **ARTICLE V – COMPLETION**

5.1 Subject to **FORCE MAJEURE**, the Deed of conveyance shall be executed within the time period mentioned in Part-III of the Third schedule of this Agreement to Sale (hereinafter referred to as the COMPLETION DATE).

5.2 At the Completion Date the Developer has agreed :

- i) To complete the said UNIT subject to receiving the consideration amount within the time schedule morefully mentioned in the Part-II of the Fifth Schedule hereunder written.

#### **ARTICLE VI – EXECUTION OF THE CONVEYANCE – DOCUMENTATION**

- 6.1 **DOCUMENTS RELATING TO TRANSFER ETC.:** The sale deed or deeds and other documents of transfer to be executed in pursuance hereof shall be in such form and shall contain such covenants exceptions and restrictions etc., as may be drawn by the said Advocate of the Developer and the Purchaser shall execute the same without raising any objection whatsoever Provided That the Purchaser shall be entitled to seek reasonable clarifications thereon.
- 6.2 Furthermore, the documents and papers relating to formation of the Association (including the declaration for membership, bye-laws etc.) and also those for transfer to the Association of the charge of looking after the acts relating to the Common Purposes shall also be in such form and contain such particulars as be drawn by the said Advocates and the Purchaser shall execute the same without raising any objection whatsoever Provided That the Purchaser shall be entitled to seek reasonable clarifications thereon.

#### **ARTICLE VII – PROCEDURE**

- 7.1 The properties and rights hereby agreed to be sold and conveyed to the Purchaser shall be one lot and shall not be dissociated or dismembered in part or parts in any manner by the Purchaser.
- 7.2 **UNIT CONSTRUCTION:** Subject to the Purchaser making payment of the consideration within the due dates stipulated hereunder and complying with his other obligations hereunder contained and subject to force majeure and other reasons beyond the control of the Developer, the Developer will construct complete the construction of and make tenantable or cause to be constructed completed and made tenantable the said Unit in accordance with the Building Plan and in the manner and with the specifications mentioned in **PART-II** of the **THIRD SCHEDULE** hereunder written and within the period mentioned in **PART-III** of the within stated **THIRD SCHEDULE** and shall be at liberty to install and complete the Common Areas and Installations within a reasonable time thereafter.
- 7.3 The said Unit shall be constructed in accordance with the Building Permit with such sanctionable modifications or alterations therein as may be deemed fit by the Developer or advised by the Architects or any other authority and the Purchaser agrees not to raise any objection in respect thereof and shall accept the same and in no event be entitled to any abatement in price or to any compensation on account thereof.
- 7.4 **POSSESSION AND CONVEYANCE:** Upon making the said Unit tenantable, the Developer shall give a notice thereof to the Purchaser who shall within 15 days of its service, pay the entire balance consideration and all other amounts and deposits payable by the Purchaser to the Developer for sale of the said Unit and fulfill all his other covenants hereunder and take possession of the said Unit. The Developer shall execute and register the Deed of Conveyance in favour of the Purchaser within 3 months from the date of delivery of possession of the said Unit to the Purchaser.

- 7.5 It is expressly agreed understood and clarified as follows:

- (i) the Developer shall not be liable to deliver possession of the said Unit to the Purchaser nor to execute any Deed of Conveyance until such time the Purchaser makes payment of all amounts agreed and required to be paid as may be notified by the Developer or the Maintenance-in-Charge and the Purchaser has fully performed all the terms conditions and covenants of this Agreement on the part of the Purchaser to be observed and performed until then.
- (ii) it will not be necessary for the Developer to complete and install all the Common Areas and Installations before giving the notice to the Purchaser to take possession. The said Unit shall be deemed to be in a tenantable condition as soon as the same is completed internally in accordance with the specifications mentioned in **PART-II** of the **THIRD SCHEDULE** hereunder written and reasonable ingress and egress and water drainage sewerage and electricity (temporary or permanent) connections are provided in or for the said Unit.
- (iii) the Purchaser's liabilities and obligations towards payment of Common Expenses, rates and taxes and other outgoings payable in respect of the said Unit shall be deemed to have commenced on the date of handing over possession of the said Unit by the Developer.

7.6 In case upon completion of construction of the said Unit and/or the Building, the area (on saleable area basis or built-up area basis or otherwise) of the said Unit varies from the area stated in the **SECOND SCHEDULE** hereunder written, then the amounts payable under this Agreement by the Purchaser to the Developer, the Maintenance In-charge and others towards consideration money, deposits and/or otherwise shall also vary on a pro-rata basis.

7.7 It is further expressly agreed that with effect from the date the Developer issues notice to the Purchaser to take possession of the Unit or within 15 days of its service, as mentioned in clause 7.4 above (irrespective of whether the Purchaser has taken physical possession of the Unit), it shall be deemed that the Developer have complied with all its obligations hereunder to the full satisfaction of the Purchaser and the Purchaser shall not be entitled thereafter to raise any dispute against or claim any amount from the Developer on any account whatsoever.

7.8 In case of difference between the parties hereto in respect of the measurement of the said Unit and/or the area contained therein and/or the workmanship of the said Unit or the Common Areas and Installations, the Certificate of the said Architects shall be final, conclusive and binding upon the parties hereto and none of the parties shall be entitled to raise any dispute with regard thereto.

7.9 **RESTRICTIONS ON ALIENATION BEFORE POSSESSION:** Before taking actual physical possession of the said Unit by the Purchaser in terms hereof and before the execution of the Deed of Conveyance in respect of the said Unit in favour of the Purchaser, the Purchaser shall not deal with, let out, encumber, transfer or alienate the said Unit or the rights of the Purchaser hereunder without the consent in writing of the Developer first had and obtained in writing **Provided That** the Purchaser may do so in case the Purchaser pays the entirety of all the balance consideration and other amounts payable hereunder to the Developer and the Maintenance In-charge and is not in any manner in default in observance of his obligations



hereunder **And Subject Nevertheless To** the following terms and conditions:

- (i) the Purchaser shall be obliged to take prior consent, in writing, of the Developer for any such nomination transfer letting out or alienation as aforesaid it being expressly made clear that no such nomination transfer letting out or alienation as aforesaid shall be valid without such consent, in writing, of the Developer.
- (ii) Any such nomination transfer letting out or alienation shall be subject to the terms conditions agreements and covenants contained hereunder and on the part of the Purchaser to be observed fulfilled and performed and subject to payment of nomination charges mentioned hereinafter.
- (iii) The Purchaser shall be liable to pay all increase in the municipal rates and taxes and other outgoings as may be occasioned due to aforesaid leasing out or letting out.
- (iv) The Purchaser shall be liable to pay nomination charges @ Rs.150/- Per Sq.ft. area of the said Unit to the developer in the event of nomination in place of the purchaser before execution and registration of Deed of Conveyance in respect of the said Unit.
- (v) The Developer may refuse such permission in the event it appears to the Developer that the said Unit is being sold undervalued or the going rate of other unit or unit in the said building.

7.10 **EXTRAS AND DEPOSITS:** In addition to the consideration payable by the Purchaser to the Developer as stated hereinabove the Purchaser shall also pay to the Developer:

- i) the full costs charges and expenses for making any additions or alterations and/or changing, at the request of the Purchaser, any specification with regard to construction of the said Unit and/or for providing at the request of the Purchaser any additional facility and/or utility in or relating to the said Unit in excess of those specified in **PART-II** of the **THIRD SCHEDULE** hereunder written and proportionate share of those costs charges and expenses for providing any additional or extra common facility or utility to all the Co-owners in the said Building in addition to those mentioned in **PART-I** of the within stated **THIRD SCHEDULE**. All the said costs and charges shall be paid by the Purchaser in full or proportionately as the case may be before the work is commenced or cause to be commenced by the Developer. It is further clarified that if by reason of such additional work any delay is caused in completion of construction of the said Unit and/or the Common Areas and Installations ultimately resulting in delay in the delivery of possession of the said Unit to the Purchaser, the Developer shall not be liable for any interest damages compensation etc., that may be suffered by the Purchaser thereby.
- (ii) the proportionate costs, charges, expenses for Transformer **in the Building** (including for wiring, cabling, etc.,) from the WBSEDCL/CESC Limited at the rate of Rs...../- per sq.ft. for each unit.
- (iii) the full amount of Security Deposit and other costs payable to the WBSEDCL Ltd/CESC., for giving direct electric meter in respect of **the said Unit** and proportionate share of the total amount of Security Deposit and other costs payable to the

WBSEDCL Ltd., for the electric meters for maintenance running and operating any of the Common Areas and Installations.

- (iv) the proportionate costs, charges and expenses for purchase and installation of the Generator with its equipments and accessories and providing for supply of power of about 1000 Watts for an area of 1000 Sq.ft. during WBSEDCL/CESC power failure at the rate of Rs...../- per sq.ft. for each unit.
- v) Proportionate costs charges and expenses for formation of the Association being Rs.10,000/- for each unit.
- vi) Betterment fees, development charges and other levies taxes duties and statutory liabilities that may be charged on the said premises or the said Unit or on its transfer or construction in terms hereof partially or wholly, as the case may be and other charges.
- vii) The fees and/or legal charges of the Advocates for preparation of this Agreement and the Sale Deed to be executed in pursuance hereof which shall be equal to Rs...../- out of which one-half shall be paid by the Purchaser to the Advocates at or before the execution hereof and the balance one-half on the Purchaser's Liability Commencement Date.
- viii) All stamp fees, registration fees and allied expenses of Rs...../- on execution and registration of this agreement and of the sale deed or deeds and other documents to be executed and/or registered in pursuance hereof.
- ix) Sinking fund and such other expenses as are necessary or incidental for the maintenance and upkeep of the Building as may be determined by the Developer in its absolute discretion.
- x) Increase and/or escalation in the cost due to force majeure or for works lying stopped for more than 6 (Six) months, proportionately.
- xi) Sales Tax, Service Tax or any other tax or levy (excluding Income Tax) payable by the Developer for transfer of the Said Unit to the Purchaser, wholly at such rate as may be applicable.
- x) Sales Tax, if applicable, and/or Service Tax on construction or transfer of the said Unit.

**7.11** The Purchaser shall also deposit and/or keep deposited 14 months maintenance charges as advance maintenance charges from the date of taking over possession, with the Maintenance In-charge or the Developer, as the case may be, a sum calculated @ Rs.....per per Square feet per month of the super built up area of the said Unit, towards Common Expenses to remain in deposit with the Developer to meet therefrom, the maintenance charges, municipal rates and taxes and proportionate liability towards the other Common Expenses (including those mentioned in the **FOURTH SCHEDULE** hereunder written) in terms hereof, in the event of default in payment thereof by the Purchaser.

7.12 It is expressly agreed and understood that in case the exact liability on all or any of the heads mentioned hereinabove cannot be quantified then the payment shall be according to the reasonable estimate of the Developer.

7.13 Any apportionment of the liability of the Purchaser in respect of any item of expenses, taxes, duties, levies and outgoings payable by the Purchaser hereunder shall be final and binding on the Purchaser.

7.14 It is further expressly agreed and made clear that the payments and deposits to be made by the Purchaser hereunder shall not carry any interest.

#### **ARTICLE VIII – MAINTENANCE**

**8.1 MANAGEMENT MAINTENANCE AND COMMON ENJOYMENT:** As a matter of necessity, the ownership and enjoyment of the Common Areas and Installations by the Purchaser shall be consistent with the rights and interest of all the Co-owners and in using and enjoying the said Unit and the Common Areas and Installations, the Purchaser binds himself and covenants:-

- (i) to co-operate with the Maintenance In-charge in the management and maintenance of the Building and the said premises and other Common Purposes and formation of the Association.
- (ii) to observe and perform the rules regulations and restrictions from time to time in force for the quiet and peaceful use enjoyment and management of the Building and in particular the Common Areas and installation.
- (iii) to allow the Developer and the Maintenance In-charge and their authorized representatives with or without workmen to enter into the said Unit at all reasonable times for construction and completion of the Building and the Common Purposes and to view and examine the state and condition thereof and make good all defects decays and want of repair in the said Unit within seven days of giving of a notice in writing by the Developer/Maintenance In-charge to the Purchaser thereabout.
- (iv) to use the said Unit only for the private dwelling and residence in a decent and respectable manner and for no other purposes (not to use as Guest House, Boarding & Lodging House, Hotel, Nursing Home, Meeting Place, Club, Eating & Catering Centre, Hobby Centre or any commercial, manufacturing or processing work etc.,) whatsoever without the consent in writing of the Developer first had and obtained it being expressly agreed that such restriction on the Purchaser shall not in any way restrict the right of the Developer to use or permit any other Unit or portion of the said Building to be used for non-residential purposes.
- (v) unless the right of parking motor car is expressly granted and mentioned in the **SECOND SCHEDULE** hereunder written, the Purchaser shall not park or allow or permit to be parked by his employees agents visitors guests customers etc. any motor car, two wheeler vehicle or any other vehicle at any place in the said premises (including at the open space surrounding the Building) **AND** if the right to park car is so expressly granted and mentioned in the within stated **SECOND SCHEDULE** the Purchaser shall use only the Car Parking Space so granted and that too only for the purpose of parking of one medium sized motor car without obstructing ingress and egress of other Cars of the Co-owners.
- (vi) not to use the Common Areas and Installations for bathing or other undesirable purposes or such purpose which may cause any nuisance or annoyance to the other Co-owners.

- (vii) use the Common Areas and Installations only to the extent required for ingress to and egress from the said Unit of men, materials and utilities.
- (viii) keep the Common Areas, open spaces, parking areas, paths, passages, staircase, lobby, landings etc. in the said premises free from obstructions or encroachments and in a clean and orderly manner and not store or allow any one to store any goods articles or things in the staircase, lobby, landings, pathways, passages or in any other Common Areas of the said premises.
- (ix) not to claim any right whatsoever or howsoever over any Unit or portion in the Building save the said Unit.
- (x) not to put any nameplate or letter box or neon-sign or board in the Common Areas or on the outside wall of the Building save at the place as may be approved or provided by the Developer **PROVIDED HOWEVER THAT** nothing contained herein shall prevent the Purchaser to put a decent nameplate outside the main gate of his Unit. It is hereby expressly made clear that in no event the Purchaser shall open out any additional window or any other apparatus protruding outside the exterior of the said Unit.
- (xi) not to do or permit to be done any act deed or thing which may render void or voidable any policy of Insurance on any Unit or any part of the Building or may cause any increase in the premium payable in respect thereof.
- (xii) not to alter the outer elevation of the Building or any part thereof nor decorate the exterior of the Building otherwise than in the manner agreed by the Maintenance In-charge in writing or in the manner as near as may be in which it was previously decorated.
- (xiii) not to deposit or throw or permit to be deposited or thrown any rubbish or refuse or waste in the staircase, lobby, landings, pathways, passages or in any other Common Areas of the Building nor into lavatories, cisterns, water or soil pipes serving the said Building nor in the said Roof nor allow or permit any one to do so.
- (xiv) not to commit or permit to be committed any alteration or changes in pipes, conduits, cables and other fixtures and fittings serving the other units in the said building.
- (xv) To keep the said Unit and partition walls, sewers, drains pipes, cables, wires, entrance and main entrance serving any other Unit in the said building in good and substantial repair and condition so as to support shelter and protect and keep habitable the other units/parts of the Building and not to do or cause to be done anything in or around the said Unit which may cause or tend to cause or tantamount to cause or affect any damage to any flooring or ceiling of any other portion over below or adjacent to the said Unit. In particular and without prejudice to the generality of the foregoing, the Purchaser doth hereby covenant that the Purchaser shall not make any form of alteration in the beams and columns passing through the said Unit or the Common Areas for the purpose of making changing or repairing the concealed wiring and piping or otherwise.

- (xvi) Not to let out the parking space, if the right of parking car is granted hereunder independent of the said Unit nor vice versa.
- (xvii) Not to carry on or cause to be carried on any obnoxious injurious noisy dangerous hazardous illegal or immoral trade or activity in or through the said Unit.
- (xviii) To maintain at his own costs, the said Unit in the same good condition state and order in which it be delivered to him and abide by all laws bye-laws rules regulations and restrictions of the Government, Police Authority, Fire Department, Authorised Officer under the West Bengal (Regulation of Promotion of Construction and Transfer by Promoters) Act, 1993, The Officer under the West Bengal Building Tax Act, 1996 and/or any statutory authority and/or local bodies as regards user and maintenance of the Building and to make such additions and alterations in or about or relating to the said Unit and/or the said Building as be required to be carried out by them or any of them, independently or in common with the other Co-owners as the case may be without holding the Developer or any of them in any manner liable or responsible therefor and to pay all costs and expenses therefor wholly or proportionately as the case may be and to be answerable and responsible for all deviation or violation of any of the conditions or rules or bye-laws and to observe and perform all terms and conditions contained herein.
- (xix) To apply for and obtain at his own costs separate assessment and mutation of the said Unit in the records of the competent authority.
- (xx) To sign and deliver to the Developer all papers applications and documents for obtaining separate electric meter or electricity connection for and in respect of the said Unit from the WBSEDCL Ltd./CESC in the name of the Purchaser. Until separate electric meter in respect of the said Unit be obtained, the Developer shall provide or cause to be provided reasonable quantum of electricity from the sources of the Developer and install at the cost of the Purchaser an electric sub-meter in or for the said Unit and the Purchaser shall pay all charges for electricity consumed in or relating to the said Unit.
- (xxi) To bear and pay and discharge, the following expenses and outgoings:-
  - (a) Property rates and taxes and water tax, if any, assessed on or in respect of the said Unit directly to the Statutory Authority Provided That so long as the said Unit is not assessed separately for the purpose of such rates and taxes, the Purchaser shall pay to the Developer the proportionate share of all such rates and taxes assessed on the said premises.
  - (b) All other taxes impositions levies cess and outgoings (including Building Tax under the West Bengal Building Tax Act, 1996, if payable) whether existing or as may be imposed or levied at any time in future on or in respect of the said Unit or the Building or the said premises and whether demanded from or payable by the Purchaser or the Developer or any of them and the same shall be paid by the Purchaser wholly in case the same relates to the said Unit and proportionately in case the same relates to the Building or the said premises.

- (c) Electricity charges for electricity consumed in or relating to the said Unit and the same shall be paid to the Maintenance In-charge based on the reading shown in the sub-meter provided for the said Unit by the Developer at such rate at which the Developer are liable to pay the same to the WBSEDCL Limited **Provided That** upon WBSEDCL Limited providing separate electricity meter/connection for the said Unit the Purchaser shall pay the electric charges directly to WBSEDCL Limited.
  - (d) Charges for using enjoying and/or availing any other utility or facility, if exclusively in or for the said Unit, wholly and if in common with the other Co-owners, proportionately to the Maintenance In-charge or the appropriate authorities as the case may be.
  - (e) Proportionate share of all Common Expenses (including those mentioned in **FOURTH SCHEDULE** hereunder written) to the Maintenance In-charge from time to time. In particular and without prejudice to the generality of the foregoing, the Purchaser shall pay in advance to the Maintenance In-charge, the maintenance charges calculated @ Re.1.60 only per Square feet per month of the super built up area of the said Unit within seven days of each calendar month. The said minimum rate shall be subject to revision from time to time as be deemed fit and proper by the Maintenance In-charge at its sole and absolute discretion after taking into consideration the common services provided.
  - (f) All penalty surcharge interest costs charges and expenses arising out of any delay default or negligence on the part of the Purchaser in payment of all or any of the aforesaid rates taxes impositions and/or outgoings proportionately or wholly as the case may be.
- (xxii) To observe such other covenants as be deemed reasonable by the Developer from time to time for the Common Purposes.

8.2 From the Date of Possession the Purchaser covenants:

- (a) To co-operate with the Developer and/or the Maintenance In-Charge in the management and maintenance of the Said Building constructed in the Said Premises and undertake to pay the share(s) of deposits, subscription and such fees and charges as may be levied and decided by the Developer and/or the Maintenance-In-Charge.
- b) To observe the Rules and Regulations framed from time to time either by the Developer and/or the Maintenance-In-Charge for the common purpose.
- c) To allow the Developer and/or the Maintenance-In-Charge with or without the workmen to enter into the Said Unit for completion, repairs and for the common purpose.
- d) To pay and bear the Common Expenses more fully described in the 4th Schedule hereto, electricity and other utility charges and outgoings for the Said Unit, wholly and the Common Areas, proportionately.

- e) To pay and bear the municipal rates, taxes, levies and other outgoings relating to the new building, proportionately PROVIDED the same relate to the period commencing from the Date of Possession till the assessment of the Said Unit as a separate unit.
- f) To pay and bear the municipal rates, taxes, levies and other outgoings relating to the Said Unit wholly.
- (g) Not to let out or part with possession of the Said Unit before giving prior intimation in writing to the Developer and/or the Maintenance-In-Charge of the full particulars of the intended occupant and rent and all other charges and benefits receivable by the Purchaser in respect of the Said Unit (to the extent necessary for assessment of the liability for rates, taxes and other impositions) until separate assessment of the Said Unit (for the purpose of municipal tax) has been done in the name of the Purchaser.
- (h) Not to use the Said Unit or permit the same to be used for any purpose other than RESIDENTIAL nor for any illegal or immoral purpose.
- (i) The exterior of the Said Unit shall not be decorated or redecorated otherwise than in the manner agreed to with the Developer and/or the Maintenance-In-Charge in writing and in accordance with the general scheme of the new building.
- (j) No external wireless or television antenna/dish shall be erected.
- (k) Not to sub-divide the Said Unit and/or the car parking space.
- (l) To use the car parking space(s) only for the purpose of parking of the cars and not to use the same for any other purpose whatsoever.
- (m) Not to place or store in the Common Areas or in the common corridors any goods or things whatsoever nor erect any cupboard nor create any obligation etc.
- (n) To observe and conform to all regulations and restrictions made by the Developer and/or the Maintenance-In-Charge from time to time for the proper management and maintenance of the Building.
- (o) Not to bring or permit to remain upon the Said Unit any machinery, goods or other articles which shall or may strain or damage any part of the Common Areas or the Said Building.
- (p) Not to shift or obstruct any windows nor put any extra / box grills.
- (q) Not to do or permit any opening, structural change or change in elevation without the consent in writing of the Developer and/or the Maintenance-In-Charge.
- (r) Not to throw any rubbish save to such extent and at such place or places as be permitted and specified by the Developer and/or the Maintenance-In-Charge.
- (s) Not to do anything whereby the other unit owners or the co-PURCHASER or the co-transferees are obstructed in or prevented from enjoying their respective units, quietly and exclusively.

(t) Not to claim any right over the space(s) earmarked and/or reserved by the Developer and/or the Maintenance-In-Charge for open car parking space(s) or for any other common or exclusive purpose.

(u) To keep the Said Unit in good state of repairs and condition and to carry out necessary repairs or replacements as and when required.

(v) Not to put any articles including nameplate and letter box save at the place approved or provided therefore by the Developer and/or the Maintenance-In-Charge.

(w) Not to bring nor store in the Said Unit any article or substances of combustible inflammable or dangerous nature and to comply with all recommendations of the fire authority as to fire precautions.

(x) Not to discharge into any serving pipe any oil grease or other material or substances which might be or become a source of danger or injury to the drainage system of the Said Unit or the Said Building in the Said Premises or any part thereof.

(y) To observe such other covenants as be deemed reasonable.

(z) Not to make any hole either to the beams or to the pillars nor put any weight/load on the beams and pillars.

(aa) Not to shift or change the location of the outdoor unit of the air conditioner(s) and/or exhaust fan(s), installed by the Developer under any circumstances, without the previous written consent of the Developer and/or the Maintenance-In-Charge.

8.3 At the request of the Purchaser, the Developer and/or the Maintenance-In-Charge may at its option and subject to such conditions as it may deem fit, allow the Purchaser to have temporary access to the Said Unit for interiors and furniture works at its own costs PROVIDED THAT the Purchaser has made full payment of the Sale Price, Extras and Deposits and has also completed the registration of the Said Unit. The Purchaser shall complete the interiors and furniture works without disturbing or causing inconvenience to the Developer and/or the Maintenance-In-Charge or PURCHASER / occupants of other Units and without making any change in the structure and construction of the Said Unit. During such period the Seller shall continue to be in possession of the Said Unit and the Purchaser shall only have a revocable and temporary license to have access to the Said Unit for the aforesaid limited purpose and shall not be entitled to actually occupy, use or enjoy the Said Unit, till possession is given by the Developer by issuing the notice of possession.

8.4 Unless otherwise expressly mentioned elsewhere herein, all payments mentioned herein shall be made within 7th day of the month for which the same be due in case of monthly payments and otherwise also all other payments herein mentioned shall be made within 7 days of a demand being made by the Maintenance In-charge. All payments required to be made to any authority or person shall be payable by the Purchaser directly within the due date of such payment. The bills and demands for the amounts payable by the Purchaser shall be deemed to have been served upon the Purchaser, in case the same is left in the said Unit or in the letter box in the Ground Floor of the said building and earmarked for the said Unit.

8.5 Upon transfer of all the units to the Co-owners or at the sole discretion of the Developer, earlier, the Association shall be formed of the Co-owners for the Common Purposes and the Co-owners shall be made the members thereof each having voting rights therein equivalent to one vote per Unit **it being clarified** that in case there be more than one Purchaser



of one Unit then only one of such Purchaser who is nominated amongst them shall be entitled to have voting right equivalent to one vote.

8.6 The rules and regulations and/or by laws of the said Association shall not be inconsistent herewith.

8.7 In the event of the Purchaser failing and/or neglecting or refusing to make payment or deposits of the maintenance charges, municipal rates and taxes, Common Expenses or any other amounts payable by the Purchaser under these presents and/or in observing and performing the covenants terms and conditions of the Purchaser hereunder, then without prejudice to the other remedies available against the Purchaser hereunder, the Purchaser shall be liable to pay to the Maintenance In-charge interest at the rate of 18% per annum on all the amounts in arrears and without prejudice to the aforesaid, the Maintenance In-charge shall be entitled to:

- (i) disconnect the supply of electricity to the said Unit from common meter.
- (ii) with hold and stop all other utilities and facilities (including lift, generator etc.) to the Purchaser and his employees customers agents tenants or licences and/or the said Unit.
- (iii) to demand and directly realize rent and/or other amounts becoming payable to the Purchaser by any tenant or licensee or other occupant in respect of the said Unit.

#### ARTICLE IX- **MISCELLANEOUS:**

9.1 The open areas in the Building in the Said Premises (including all car parking spaces) not required for ingress to or egress from the Said Unit and/or the areas which do not form part of the Common Areas will be the exclusive property of the Developer with absolute right to sell, transfer and/or otherwise dispose of the same or any part thereof.

9.2 Notwithstanding what has been contained in this Agreement anywhere, the Purchaser's right, title and interest is confined to the Said Unit absolutely with a free right to ingress to and egress from the Said Unit and further right on the undivided proportionate impartible share in the land beneath the Said building/Premises without having any right on any future sanction that may be given in the Said Premises by the competent authority, whether on the existing buildings or otherwise.

9.3 The Purchaser hereby confirms, assures and affirms that he/she/they/it will not put any obstruction of any nature whatsoever or howsoever on the construction that may be made by the Developer and/or the Maintenance-in-Charge in case further sanction is given by the competent authority in the Said Premises nor on sale of these additional areas to third parties. The Purchaser is neither entitled to nor eligible in any manner whatsoever to any right or interest in or on any subsequent sanction that may be given by the Competent Authority in the Said Premises and constructions to be made thereon. The Seller shall have the exclusive right over all further constructions on the basis of any such further sanction by the Competent Authority.

9.4 In all matters relating to construction, measurement and specification, decision of the Architect shall be final and binding on the parties.

9.5 Car Parking Space(s), if not earlier identified for the unit holders, shall be identified before handing over possession of the Said Unit and decision of the Developer in the matter of identification of individual Car

Parking Space shall always be treated as final and the Purchaser shall not raise any dispute with regard to such identification or allotment.

9.6 Natural materials like Vitrified Tiles, wood, sandstone etc. contain veins with inherent structural differences, as a result of which colour and marking caused by their mineral complex composition, cracks, inherent impurities are likely to occur. The Seller shall take every care to ensure construction and completion of the Said Unit as per specifications mentioned herein.

9.7 The Sale Price, Extras and Deposits and all other charges (including transfer charges/ nomination fees) shall be payable by the Purchaser to the Developer on super built up area of the Said Unit.

9.8 The Purchaser shall have no connection whatsoever with the PURCHASER of the other units and there shall be no privity of contract or any agreement arrangement or obligation or interest as amongst the and the other Co-owners (either express or implied) and the Purchaser shall be responsible to the Developer for fulfillment of the Purchaser's obligations irrespective of whether the Developer can procure only a few of them and the Purchaser's obligations and the Developer rights shall in no way be affected or prejudiced thereby.

9.9 The Purchaser individually or along with the other PURCHASER will not require the Developer or any of them to contribute a proportionate share of the maintenance charges of the units which are not alienated or agreed to be alienated by the Developer.

9.10 It is agreed and clarified that any transfer of the said Unit by the Purchaser shall not be in any manner inconsistent herewith and the covenants herein shall run with the land.

9.11 If at any time hereafter there be imposition of any new or enhancement in any tax or levy or betterment fees or development charges or levies under any statute rules and regulations on the said premises and/or the said Unit and/or the said Building or on the transfer of the said Unit, the same shall be borne and paid by the Purchaser within 7 days of a demand being made by the Developer without raising any objection thereto.

9.12 The Developer shall be entitled to apply for and obtain and/or raise financial assistance from Banks, Financial Institutions, Non Banking Financial Institutions towards construction of the Building or any part thereof by way of mortgage or charge of or otherwise creating a lien on the said premises or any part or share thereof and/or any Flat/Unit in the new buildings at the said premises **Provided However That** any such mortgage, charge or lien, if it in anyway relates to the said Unit and/or the said share in the said premises shall be redeemed by the Developer by way of repayment of the loan prior to the execution of Deed of Conveyance by the Developer in favour of the Purchaser in terms hereof.

9.13 This Agreement contains the entire agreement of the parties and no oral representation or statement shall be considered valid or binding upon either of the parties nor shall any provision of this Agreement be terminated or waived except by written consent by both parties. The Purchaser acknowledges upon signing of this Agreement that no agreements, conditions, stipulations, representations, guarantees or warranties have been made by the Developer or any of them or their agents, servants or employees other than what is specifically set forth herein.

9.14 The building shall bear the name "**i-RED NIVRITI**" or such other name as be decided by the Developer from time to time.

9.15 **Right of Said Signage:** The Buyer has no objection to nor will at any time raise any objection to any hoardings, neon sign, billboards, advertisements, signage (of any size or constructed of any material, with or without illumination) of the brand name **“i-RED”** (Said Signage) being erected on the roof and/or the parapet walls and/or the façade of the Said Building and the boundary wall of the Said Complex. The space for the Said Signage shall be deemed to have been excluded out of the subject matter of sale and shall always belong to Sellers. The Developer/Sellers shall maintain the Said Signage at its/their own cost and the Association shall have no connection with such maintenance. If the Said Signage is illuminated, the Developer/Sellers shall pay the actual electricity consumed for illumination on the basis of a separate meter specifically installed for this purpose. Neither the Buyer nor the Buyer's successor-in-interest shall at any time do any act, deed or thing which hinders the absolute and unfettered right of the Sellers to put up the Said Signage and enjoy the benefits of the Said Signage. It is clarified that for the purpose of maintaining and managing the Said Signage the Sellers and/or the men and agents of the Sellers shall have the right to access to the areas in which the Said Signage is constructed without any obstruction or hindrance either from the Buyer or the Association (upon formation) for all times to come.

#### **ARTICLE-X : DEFAULTS**

10.1 **DEFAULTS:** In case the Purchaser commits default in making payment of the consideration mentioned herein or in observing his covenants herein within time then in such event this agreement shall at the option of the Developer stand terminated and rescinded and in the event of such termination and rescission the rights and claims, if any, of the Purchaser against the Developer, the Association, the said premises and/or the said Unit shall stand extinguished without any right of the Purchaser hereunder and the Developer shall become entitled to enjoy and/or transfer the said Unit to any person without in any other way becoming liable to the Purchaser save to the extent that upon the Developer having entered into a contract for sale of the said Unit to any new buyer or buyers, the Developer shall refund to the Purchaser the earnest money paid by the Purchaser to the Developer after forfeiture therefrom, at the option of the Developer, either of a sum equivalent to .....% (.....percent) thereof or of interest @ 18% per annum thereon accruing from the date of default by the Purchaser till the date the Developer enter into a contract for sale of the said Unit with a new buyer or buyers as and by way of pre-determined compensation.

10.2 In case the Developer condone the default of the Purchaser then in such event, the Purchaser shall, along with such dues and/or arrears, pay compensation for the losses and/or damages suffered by the Developer and also interest at the rate mentioned in clause 11.1 hereinabove for the period of default on all amounts remaining unpaid and nonetheless in addition thereto it is expressly agreed and declared that the period stipulated in **PART-III** of the **THIRD SCHEDULE** hereunder written for construction of the said Unit by the Developer shall stand automatically extended by such period of default by the Purchaser.

10.3 In case the Purchaser complies with and/or is ready and willing to comply with his obligations hereunder and Developer fails to construct the said Unit within the period stipulated in **PART-III** of the **THIRD SCHEDULE** hereunder written then the Developer shall be allowed automatically an extension of 6 months of the time schedule mentioned in Part-III of the Third Schedule hereunder written and for any further delay beyond extended period mentioned herein, the Developer shall be liable to pay interest @1.5% per month till the handing over possession of the said Unit to the purchaser.

**ARTICLE -XI : FORCE MAJEURE**

11. **FORCE MAJEURE:** The following shall be included in the reasons beyond the control of the Developer for giving possession of the said Unit to the Purchaser:

- (a) storm, tempest, flood, earthquake and other Acts of God or Acts of Government, Statutory Body etc.
- (b) strike, riot, mob, air raid, order of injunction or otherwise restraining development or construction at the said premises, scarcity or non-availability of building materials equipments or labourers, local problem, changes in laws for the time being in force resulting in stoppage of construction at the said premises AND THE MATTERS TO WHICH THE DEVELOPER HAS NO DIRECT CONTROL. In such an event neither party shall have any claim on the other for the delay on account of such force majeure.
- (c) In case there be delay in the Developer's fulfilling its obligations for ANY MATTER TO WHICH THE DEVELOPER HAS NO DIRECT CONTROL, the Purchaser shall not have any claim on the DEVELOPER, for the period of delay on account of such force majeure.

**ARTICLE -XII : RIGHTS OF DEVELOPER VIS-À-VIS THE PURCHASER:**

12.1 The space/room under the over-head water tank and lift machine room on the said Roof and all open spaces of or in the said premises and also the constructed space in the Ground Floor of the Building and all open and covered Car Parking Spaces (save one if so and specifically agreed to be granted to the Purchaser hereunder) shall not be nor can be claimed by the Purchaser along with or independent of the Co-owner, to be part of or comprised in any Common Areas and Installations and shall belong to and remain the exclusive property of the Developer, and the Developer shall have the full free and exclusive right:

- (i) To use the same in such manner and for such purpose as the Developer may in their absolute discretion deems fit and proper.
- (ii) To make constructions of additional floors, new constructions, additions and/or alterations from time to time thereon or thereto or therein or on any part thereof and to connect all common facilities and utilities in or for the said Building to such constructions and do all acts and things (including erecting of scaffoldings and storing of building materials in the Common Areas of the said premises) for such construction additions alterations and connections as be deemed by the Developer to be expedient for the same (notwithstanding any temporary inconvenience to the Purchaser in using and enjoyment of the said Unit).
- (iii) To deal with, transfer, sell and/or part with possession of the same in one or more lots and with or without any constructions thereon or thereto to any person and on such terms and conditions as the Developer in its absolute discretion shall think fit and proper and appropriate the sale proceeds arising thereby.  
and the Purchaser hereby consents to the same and agrees not to obstruct or hinder or raise any objection nor to claim any right of whatsoever nature over and in respect of the said areas and spaces belonging to the Developer exclusively.

12.2 The Purchaser shall have the right to use only the Ultimate roof of the Building in common with the Developer and all persons expressly permitted by the Developer or any of them.

12.3 In particular and without prejudice to the rights of the Developer hereinbefore contained, it is also expressly agreed and recorded as follows:-

- (i) The Developer shall have the right to grant to any person the exclusive right to park his car or scooter or two wheeler or otherwise use and enjoy for any other purposes, the open spaces at the ground level surrounding the Building at the said premises and also the covered spaces in the Ground Floor of the Building (including Parking Spaces not expressly provided for to the Purchaser under this Agreement) in such manner as the Developer shall in their absolute discretion think fit and proper.
- (ii) The Developer shall, notwithstanding anything to the contrary elsewhere herein contained, fully entitled to enclose the open spaces at the ground level surrounding the Building (save and except the common driveway) and use or allow or transfer the same to any person or persons at such consideration and on such terms and conditions as the Developer may deem fit and proper and the Purchaser shall not be entitled to raise any objection with regard thereto and no consent of the Purchaser shall be required.

12.4 In the event the Developer make any further or additional construction or additions or alterations, the proportionate undivided share of the Purchaser in the land comprised in the said premises as also in the Common Areas and Installations shall stand reduced proportionately and for that the Purchaser shall not claim any amount from the Developer or any of them.

12.5 The proportionate share of the Purchaser in various matters referred herein shall be such as be determined by the Developer and the Purchaser shall accept the same notwithstanding there being minor variations therein for the sake of convenience.

#### **ARTICLE -XIII : ARBITRATION**

13. **ARBITRATION:** All disputes and differences by and between the parties hereto in any way relating to or connected with the said Unit and/or this Agreement and/or anything done in pursuance hereof shall be referred for arbitration to Mr. Manas Dasgupta, 4, K.S. Roy Road, Ground Floor, Room No. 11, Kolkata-1or such person or persons as be nominated or appointed by him and the same shall to be adjudicated in accordance with the Arbitration and Conciliation Act, 1996 as modified from time to time. The Arbitrator shall have the right to proceed summarily and to make interim awards.

#### **ARTICLE XV : JURISDICTION**

14. **JURISDICTION:** Only the Courts within the Ordinary Original Civil Jurisdiction of the Calcutta High Court shall have the jurisdiction to entertain try and determine all actions and proceedings between the parties hereto relating to or arising out of or under this agreement or connected therewith including the arbitration as provided hereinabove.

#### **ARTICLE XVI : NOTICE**

15. **NOTICE:** Unless otherwise expressly mentioned herein all notices to be served hereunder by any of the parties on the other shall be deemed to have been served if served by hand or sent by registered post with

acknowledgment due at the address of the other party mentioned hereinabove or hereafter notified in writing and irrespective of any change of address or return of the cover sent by registered post without the same being served. None of the parties shall raise any objection as to service of the notice deemed to have been served as aforesaid.

**THE FIRST SCHEDULE ABOVE REFERRED TO :**

**(Description of the said Property/Premises)  
(PROPERTY OWNED BY LAND OWNERS)**

**ALL THAT** piece and parcels of land measuring 25 (Twenty five) Cotthahs 3(Three) Chittacks and 8(eight) sq.ft. more or less out of which 5 ( five) Cotthahs 3(Three) Chittacks and 8(eight) sq.ft. more or less land is belonged to Land-Owner No.1 Dipti Dutta and **ALL THAT** piece and parcels of land measuring about 20 (Twenty) Cottahs more or less is belong-ed to Land-Owner No, 2 and 2A SMT. ANURUPA ACHARYYA and SRI ANIRBAN ACHARYA together with all easements rights, title, interest in recorded R.S. and L.R. Dag No. 223, under L.R. Khatian No.1250 (Owner No.1 Dipti Dutta) and under L.R. Kri Khatian No. 107/2, 99/1, 99/3, 99/2, 317/2,(Owner No.2 and 2A SMT. ANURUPA ACHARYYA and SRI ANIRBAN ACHARYA ) of Mouza – Khasmallick, J.L. No. 35, under Hariharpur Gram Panchayat, Police Station – Baruipur, District – South 24 Paraganas together with easement rights and quasi easement rights of adjoining common passage, and butted and bounded as under:

ON THE NORTH	:	
ON THE SOUTH	:	
ON THE EAST	:	
ON THE WEST	:	

**THE SECOND SCHEDULE ABOVE REFERRED TO:**

**(Unit)**

**ALL THAT** the Flat in or portion of the Building being **Unit No.** ..... containing an area of ..... Square feet (Saleable area) more or less on the .....floor (as shown in the map annexed hereto duly bordered in 'RED' thereon) in the Building known as "i-RED NIVRITI" **TOGETHER WITH right to park one medium sized motor car at such Open place in the premises as be expressly demarcated by the Developer at or before the date of possession.**

**THE THIRD SCHEDULE ABOVE REFERRED TO:**

**PART-I**

**(Common Areas & Installations- common to the Co-owners)**

1. Staircases, lobby and landings having windows with standard section of wood and glass panes with staircover on the ultimate roof.
2. Electrical wiring and fittings and fixtures for lighting the staircases, lobby and landings and operating the lift.
3. Electrical installations with main switches and meters and space required therefor.
4. 4 passenger lifts with all machinery accessories and equipment (including lift machine room) and lift well for installing the same.
5. Water pump with electric motor.
6. Overhead water tank and underground water reservoir with distribution pipes therefrom connecting to different units and from the underground water reservoir to the over-head water tank.

7. Water waste and sewage evacuation pipes from all or any of the units to drains and sewers common to the Building
8. Ultimate roof of building

**PART-II**

**(Specifications for construction of the Building and Fittings and fixtures to be provided in the Unit)**

- Foundation: RCC strip footing with anti-termite treatment in foundation.
- Structure: RCC framed structure with 10” and 8” masonry walls and 5” masonry partition walls.
- Walls & Ceiling:
  - Internal : Brick wall with plaster of paris finish.
  - External : Brick wall with surface texture / acrylic paints finish.
- Entrance: Teak faced flush doors.
- Toilet: Flush doors.
- Fittings: Necessary lock and accessories will be provided on main gate.
- Windows: Wood/Aluminum Sectional glass panel and locking arrangement.
- Doors: C. P. Flush door shutter with locking arrangement.
- Floor Finish: Vitrified Tiles finish inside all flats, staircase, landings and floor lobbies; granite finish in main gate, main lobby and lift facia.
- Sanitary:
  - Toilets: Concealed plumbing with hot and cold water lines; white WC, cistern, wash basin with CP fittings.
  - Kitchen: Raised cooking platform of granite; stainless steel sink; glazed tile dado in white base.
- Water supply: Deep Tubwell (Double Boring).
- Electrical: Concealed conduit wiring with copper conductors; AC plug points in one bedroom and drawing room; Geyser points in toilets; exhaust fan points in kitchen; light and fan points in all rooms; electric calling bell point in entrance; TV and telephone outlets; electrical switches.
- Elevators: Semi-automatic lift of KONE/BHARAT brand or equivalent.
- **Extra Facilities**
  - (ii) **24 hrs. Generator service.**
  - (iii) **24 hrs. water supply.**

Note: Subject to change without notice at the discretion of the Architects.

**PART-III**

**(Period of construction of Unit)**

Subject to the other terms and conditions of the Agreement, the said Unit described in the **SECOND SCHEDULE** hereto is expected to be constructed and completed within 36 months from this agreement with a provision for

extension of another period of 6 months but positively within January, 2022.

**THE FOURTH SCHEDULE ABOVE REFERRED TO:**  
**(Common Expenses)**

1. **MAINTENANCE:** All costs and expenses for maintaining, white-washing, painting, repainting, repairing, renovating and replacing the Common Areas, machineries, equipments installations and accessories for common services, utilities and facilities (including the outer walls of the Building).
2. **OPERATIONAL:** All expenses for running and operating all machineries, equipments, installations and accessories for common facilities and utilities (including generator, lift, water pump with motor etc.).
3. **STAFF:** The salaries of and all other expenses on the staff to be employed for the Common Purposes (including bonus and other emoluments and benefits).
4. **ASSOCIATION:** Establishment and all other expenses of the Association (including its formation) and also similar expenses of the Developer or any agency looking after the Common Purposes until handing over the same to the Association.
5. **TAXES:** Municipal and other rates, taxes and levies and all other outgoings in respect of the said premises (save those assessed separately in respect of any Unit).
6. **INSURANCE:** Insurance premium for insurance of the Building for insuring the said building against defect, earthquake, damage, fire, lightning, mob, violence, civil commotion and any other risks, if insured by the Developer.
7. **COMMON UTILITIES:** Expenses for serving/supply of common facilities and utilities and all charges incidental thereto.
8. **RESERVES:** Creation of funds for replacement, renovation and/or other periodic expenses.
9. **OTHERS:** All other expenses and/or outgoings including litigation expenses as are incurred by the Developer or its nominee and/or the Association for the Common Purposes.

**THE FIFTH SCHEDULE ABOVE REFERRED TO:**  
**(Consideration)**

**PART-I**

The consideration payable by the Purchaser to the Developer for sale of the said Unit and proportionate undivided share in the Common Areas and installation and the said share in the said premises shall be as follows:-

(i)	Consideration money for the said Unit	Rs. ....
(ii)	Consideration money for the grant of right for parking of one Motor Car	Rs
(iii)	GST payable as applicable (to be billed separately)	As applicable
	Total	Rs



**PART-II**

The amount mentioned in **PART-I** hereinabove shall be paid by the Purchaser to the Developer in installments as follows:

On Application	50,000/- + GST
On Allotment of Said Flat	15% of Total Consideration + GST
On Execution of Agreement for Sale	10% of Total Consideration + GST
On Commencement of Piling	10% of Total Consideration + GST
On Completion of Ground Floor Roof Casting	10% of Total Consideration + GST
On Completion of 1 <sup>st</sup> Floor Roof Casting	10% of Total Consideration + GST
On Completion of 2 <sup>nd</sup> Floor Roof Casting	10% of Total Consideration + GST
On Completion of 3 <sup>rd</sup> Floor Roof Casting	10% of Total Consideration + GST
On Completion of 4 <sup>th</sup> Floor Roof Casting	10% of Total Consideration + GST
On Flooring of the Said Flat	10% of Total Consideration + GST
On offer of Possession	5% of Total Consideration + GST

It is further agreed that for extra work, the purchaser shall make advance payment for the same.

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

**SIGNED, SEALED AND DELIVERED** OWNERS above named.  
1.

**SIGNATURE OF THE OWNERS**

2.

**SIGNED, SEALED AND DELIVERED**  
DEVELOPER above named.

**SIGNATURE OF THE DEVELOPER**

**SIGNED, SEALED AND DELIVERED**  
Purchaser above named.  
1.

**SIGNATURE OF THE PURCHASER**

2.