

AGREEMENT FOR SALE

1. **Date:** _____
2. **Place:** Kolkata
3. **Parties:**
 - 3.1 **M/S BGA REALTORS**, a registered Partnership Firm, having its Principle Office at No. P-3999, Hemanta Mukhopadhyay Sarani, Police Station Lake, Kolkata - 700029, being represented by its authorized Partner SHRI RAJIB GHOSE, PAN No. AAHFB6714F, son of Late Bimalendu Ghose, by faith Hindu, by Occupation - Business, residing at No. P-399, Hemanta Mukhopadhyay Sarani, Police Station Lake, Kolkata - 700029, hereinafter referred to as the **VENDOR/ SELLER** (which expression shall unless excluded by or repugnant to the subject, context or meaning thereof be deemed to include its successor or successors - in - interest nominee or nominees and assign or assigns) of the **OTHER PART**.

AND

- 3.1 **MRS. AROTI SENGUPTA**, Wife of Mr. Pinaki Sengupta, by faith **HINDU**, by Nationality Indian, by Occupation **HOUSE WIFE & MR. Pinaki Sengupta**, Son of **LATE RAKHAL CHANDRA SENGUPTA**, by faith **HINDU**, by Nationality **INDIAN**, by Occupation **RETIRED** residing at **A-50, NANDAN KANON, P.S. - PURBA JADAVPUR, KOLKATA - 700 075** having Pan No. _____ Seller and Buyer collectively **Parties** and individually **Party**.

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

4. **Subject Matter of Agreement:**

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

4.1.1 Said Unit: Unit/Space No. "2/1" Type B/8 on 2nd floor, having super built up area of approximately 490 Square Feet described in **Part-I** of the **2nd Schedule** below (**Said Units**), demarcated in colour 'Green' attached hereto situated at Mouza-Natagachi, J.L. No. 97, Premises No. 3680, 24 Parganas (south) under Kalikapur Gram Panchayat-1 Police Station Sonarpur, described in the **1st Schedule** below (**Said Premises**).

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

4.1.3 Share In Common Portions: Undivided, impartible, proportionate and variable share and/or interest in the common areas, amenities and facilities of the Said Building as is attributable to the Said Unit (**Share In Common Portions**), the said common areas, amenities and facilities being described in the **3rd Schedule** below (collectively **Common Portions**).

5. Background:

5.1 Devolution of title:

1. Smt. Jamuna Mondal, purchased the Sali land measuring more or less 60.1/2 decimal in C. S. Dag Nos. 64 and 65 corresponding to R. S. Dag Nos. 78 and 79, appertaining to C. S. Khatian No. 249, corresponding to R. S. Khatian No. 115, of Mouza Natagachi, J. L. No. 97, Police Station Sonarpur, District South 24-Parganas, from the Owner Anar Ali Gazi of Kandarpapur, Police Station Sonarpur, District South 24-Parganas by and under a Deed of Sale (Bengali Kobala) which was registered on 20.04.1990 before the office of the Addl. District Sub-Registrar at Sonarpur and recorded in Book No. 1, Volume No. 50, Pages from 71 to 76, Being No.2563 for the year 1990. The title of the property was morefully described in the said Deed of Conveyance.

2. Smt. Jamuna Mondal, after purchasing the aforesaid property became the sole and absolute owner of the aforesaid area of land measuring more or less 60.1/2 decimals in C.S. Dag Nos. 64 and 65 corresponding to R.S. Dag Nos. 78 and 79 appertaining to C.S. Khatian No. 249 corresponding to R.S. Khatian No. 115 of Mouza - Natagachi, J.L. No. 97, P.S. Sonarpur, District South 24 Parganas and while being enjoying the same the said Smt. Jamuna Mondal recorded her name in the L.R. Settlement Records of Rights vide L. R. Khatian No. 961, land measuring 30 decimals m L.R. Dag No. 80 arid land measuring 31 decimals in L.R. Dag No. 81 and having every right title and interest over the aforesaid property by paying the rents regularly to the authority concerned.

3. Santu Sardar purchased a portion of sali land measuring more or less 16 & 1/2 decimals in C.S. Dag Nos. 64 and 65 corresponding to R.S. Dag Nos. 78 and 79 appertaining to C.S. Khatian No. 249 corresponding to R.S. Khatian No. 115 within *Mouza - Natagachi*, J.L. NO. 97, P.S. Sonarpur, District South 24-Parganas from the then owner Anar Ali Gazi of Kandarpapur, P.S. Sonarpur, District South 24-Parganas by and under a Deed of Sale (Bengali Kobala), which was registered on 20.04.1990 before

the Office of the Addl. District Sub-Registrar at Sonarpur and recorded in Book No. 1, Volume no. 50, pages from 77 to 81, Being No. 2564 for the year 1990. The title of the property was more fully described in the said Deed of Conveyance.

4. The said Sri Santu Sardar after purchasing the aforesaid property became the sole and absolute owner of the aforesaid area of land measuring more or less 16.1/2 decimals in C.S. Nos. 64 and 65 corresponding to R.S. Dag Nos. 78 and 79 appertaining to C.S. Khatian No. 249 corresponding to R.S. Khatian no. 115 of Mouza-Natagachi, J.L. No. 97, P.S. Sonarpur, District. South 24-Parganas and being enjoying the same the said Sri Santu Sardar Mutated his name in B.L. & L.R. Office and enjoying every right title and interest over the aforesaid property by paying the rents regularly to the authority concerned.

5. The said Smt. Jamuna Mondal and Sri Santu Sardar, while enjoying their property, due to urgent need of money, jointly sold their aforesaid purchased land measuring more or less 77 decimals (i.e. land measuring more or less 60.1/2 decimals of Smt. Jamuna Mondal, and land measuring more or less 16.1/2 decimals of Sri Santu Sardar) in C.S. Dag Nos. 64 and 65 corresponding to R.S. Dag Nos. 78 and 79, L.R. Dag Nos. 80 and 81 appertaining to C.S. Khatian No. 249 corresponding to R.S. Khatian No. 115, L.R. Khatian No. 961 and 1127 respectively, of Mouza-Natagachi, J.L. No. 97, now within the local limits of Kalikapur No. 1 Gram Panchayet, Police Station Sonarpur, District South 24-Parganas more fully described in the Schedule hereunder written in favour of Mr. Vishal Dugar herein by way of a registered Deed of Conveyance being No. 00331 of 2010 executed and presented for registration on 15th January, 2010 under Section 52 & Rule 22A(3) 46(1) West Bengal Registration Rules, 1962 and the said execution was admitted under Section 58 of West Bengal Registration Rules, 1962 and registered on 15.1.2010 in the Office of A.D.S.R. Sonarpur. The said Deed of Conveyance was recorded in the Book No. 1, C.D. volume No. 1 pages 4468 to 4479 for the year 2010.

6. The said Vishal Dugar duly mutated the said land measuring about more or less 77 decimal (37 decimal in Dag No. 80 & 40 decimal in Dag No 81) in his name with B.L.& L.R.O under his personal Khatian No. 1564, J. L. 97, Mouza Natagachi, Police Station Sonarpur and enjoying the same upon payment of tax and land revenue.

7. Due to the personal necessity, Vishal Dugar sold transfer and conveyed the said total area of land measuring about 77 decimal as morefully and particularly described in the schedule hereunder written in favour of BGA REALTORS the said deed of conveyance was recorded in the Book No. 1, CD Volume No. 13 Pages from 1579 to 1597 being No.06536 for the year 2013.

After purchase of the said property the present owner of the schedule mentioned property mutated the said land with BL & LRO and obtained New L.R. Khatian No. 1605 under L.R. Dag No. 80 and 81, land measuring about 37 decimal and 40 decimal in J.L. No. 97 Mouza Natagachi, Kalikapur Grampanchayat No.1, 24 Parganas South in its favour and holding the same free from all encumbrances, charges and lien.

For the purpose of construction of Housing Project, the character of the said property duly converted from Shali to Housing (Abason) and the

order of Conversion of Sub-Divisional Land Reforms Officer Baruipur, South 24parganas communicated to the Land owner vide Memo No. 2/1058(1-3)/SDL-BRP/P/14 dated 23.07.2014.

- 5.2. Sanctioned Plan:** With the intention of developing and commercially exploiting the Said Premises by constructing the Said Building thereon and selling units for various purposes, the Seller has got a building plan sanctioned by the South 24 Pgs. Zilla Parishad and Kalikapur No. 1 Grampanchayat, P.S. Sonarpur (**Sanctioned Plan**, which includes all sanctioned/permissible modifications made thereto, if any, from time to time).
- 5.3 Scheme:** The Seller formulated a scheme for sale of Units in the Said Building.
- 5.4 Application and Allotment:** The Buyers have applied to the Seller for purchase of the Said Unit and Appurtenances and the Seller has allotted the same to the Buyer/Buyers conditional upon the Buyer/Buyers entering into this Agreement.
- 5.5 Agreement to Record:** Pursuant to the aforesaid application made by the Buyer/Buyers and the allotment made by the Seller, this Agreement is being entered into between the Parties for recording the conclusive and comprehensive terms and conditions (superseding all previous documents and understandings) for sale of the Said Unit And Appurtenances by the Seller to the Buyers.
- 6. Conditions Precedent:-**
- 6.1 Acceptance of Conditions Precedent:** The Parties have accepted and agreed that the following are and shall be the conditions precedent to this Agreement:
- 6.1.1 Financial and Other Capacity of Buyers:** The undertaking of the Buyer/Buyers to the Seller that the Buyer/Buyers has/have the financial and other resources to meet and comply with all financial and other obligations under this Agreement, punctually.
- 6.1.2 Satisfaction of Buyers:** The undertaking of the Buyer/Buyers to the Seller that the Buyer/Buyers is/are acquainted with, fully aware of and is thoroughly satisfied about the title of the Seller, the Sanctioned Plan, all the background papers described above, the right of the Seller to enter into this Agreement and the extent of the rights being granted in favour of the Buyer/Buyers, and the Buyer/Buyers shall not raise any objection with regard thereto.
- 6.1.3 Rights Confined to Said Unit And Appurtenances:** The undertaking of the Buyer/Buyers to the Seller that the right, title and interest of the Buyers are confined only to the Said Unit And Appurtenances and the Seller is entitled to deal with and dispose off all other portions of the Said Building and the Said Premises to third parties at the sole discretion of the Seller, to which the Buyer/Buyers, under no circumstances, shall be entitled to raise any objection.
- 6.1.4 Covenants:** The mutual agreement and acceptance by and between the Parties that (1) the covenants of the Buyer/Buyers (**Buyer's Covenants**) and

the covenants of the Seller (**Seller's Covenants**) as mentioned in **Clause 10** and its Sub Clauses below shall perpetually run with the land, (2) the Buyer's Covenants and the Seller's Covenants (collectively **Covenants**) shall bind them and their successors-in-title or interest and (3) this Agreement is based on the undertaking that the Buyer's Covenants and the Seller's Covenants shall be strictly performed by the Buyers and the Seller, respectively.

6.1.5 **Common, Variable Portions Subject to Change and Chargeable portion:** The mutual agreement and acceptance by and between the Parties that although the Common Portions are described in the **3rd Schedule** below, the Seller shall be entitled to modify vary or improvise upon the Common Portions and the Buyer/Buyers shall not have any claim, financial or otherwise, against the Seller for such modification or improvisation. **Subject to payment of membership fees and acceptance thereof by the maintenance authority of the project the members may be inducted for the Club, Swimming pool and AC Community Halls without any objection from the unit holders.**

6.1.6 **Extension/Addition of Project:** The undertaking of the Buyer/Buyers to the Seller that notwithstanding anything contained in this Agreement, the Buyers have no objection and shall under no circumstances have any objection to the Seller (1) modifying the Sanctioned Plan, if necessary, (2) constructing additional floors in the Said Building and (3) selling the additional floors and/or using them in the manner the Seller desires. The Buyer/Buyers further undertake/s that in consideration of the Seller agreeing to sell the Said Unit And Appurtenances to the Buyer/Buyers, the Buyer/Buyers has/have accepted and/or shall be deemed to have accepted all the above conditions.

7. Commencement and Validity:

7.1 **Date of Commencement:** This Agreement has commenced and shall be deemed to have commenced on from the date mentioned at the beginning of this Agreement and would be effective from the date of commencement of the construction work.

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

7.3 **Time of Completion;-** The unit to be completed within **36 Months** from 1st May, 2019 the date of commencement of the construction of the Block of the said unit and the same may be extended for six months subject to the unavoidable circumstances beyond control to the Vendor.

8. Total Price, Payment and Extras:

8.1 **Total Price:** The consideration for sale of Said Unit And Appurtenances is the amount mentioned in **Part-I** of the **6th Schedule** below (**Total Price**), which the Parties confirm and accept. The Total Price does not include the Extras (defined in Clause 8.4 below).

- 8.2 **Payment of Total Price:** The Total Price shall be paid by the Buyers in the manner mentioned in **Part-II** of the **6th Schedule** below. The Buyers agree and covenants not to claim any right or possession over and in respect of the Said Unit and Appurtenances till such time the Buyers have paid the entirety of the Total Price and the Extras (defined in Clause 8.4 below).
- 8.3 **No Notice for Payment:** The Buyer/Buyers covenant that the Buyer/s shall, unconditionally, without demur and without raising any dispute, regularly and punctually make payment of the installments of the Total Price in the manner mentioned in **Part-II** of the **6th Schedule** below and the Extras (defined in Clause 8.4 below) as and when demanded by the Seller and this Agreement is and shall be deemed to be sufficient notice to the Buyers about the obligation to make payment, failing which the Buyers shall be deemed to be in default and the consequences mentioned in Clause 11.1 shall follow. Timely payment of the Total Price and the Extras (defined in Clause 8.4 below) is the essence of this contract.
- 8.4 **Extras:** In addition to the Total Price, the Buyers shall also pay to the Seller, as and when demanded by the Seller, the following amounts (collectively **Extras**):
- (a) **Power Distribution Generator & Transformer System:-** costs, expenses and charges for Transformer, Generator and power distribution system Rs. for Said Unit.
 - (b) **Processing /Basic documentation Expenses:-** 0.5% of the total valuation of the unit.
 - (c) **Maintenance Charges:-** Onetime non refundable maintenance Charges @Rs.3/- per sq. ft.
- 8.4.1 **Proportionately:** Proportionate share towards:
- (a) **Increase Due To Circumstances Of Force Majeure:** any increase and/or escalation in cost of construction due to Circumstances Of Force Majeure (defined in Clause 14.1 below).
 - (b) **Special Amenities/Facilities:** costs and expenses for providing any special amenities/facilities in the Common Portions (save and except those described in the **3rd Schedule** below) and improved specifications of construction of the Said Building over and above the specifications described in the **5th Schedule** below (**Specifications**).
 - (c) **Formation of Association:** costs and expenses for formation of a body of the co-owners of the Said Building, which may be a syndicate, committee, body corporate, company or society (**Association**) after completion of the Project.

8.4.2 **Wholly:** Wholly towards:

- (a) **Electricity:** costs, expenses, deposits and charges for providing electricity upto the ground floor in the Said Unit.
- (b) **Legal Fees:** Legal fees to be paid to the Advocates (**Legal Advisors**) as nominated by the Seller/Vendor.
- (c) **Stamp Duty and Registration Costs:** costs and expenses of Stamp Duty, Registration Fees, additional/deficit Stamp Duty, additional/deficit Registration Fees and miscellaneous expenses for registration of each document. All amounts shall be paid to the Legal Advisors who will provide full accounting to that effect together with clearance of all charges payable to the Vendors.
- (d) **Common Expenses and Maintenance Charges means;-** Maintenance charges shall meant for minor outside wall repair and renovation, cleaning outside and inside passages and staircase, boundary wall, path ways, and swage line drain, septic tank, reservoir, overhead tank, electricity connection up to common meter box, security guards salary, pump house and motors, common electricity bill, parapet wall and roof. Save and except the damages if any due to unforeseen incidence which are beyond control of the Vendor/Maintenance Agency.
- (e) **Advance Common Expenses/Maintenance Charges:** Interest free advance for proportionate share of the common expenses/maintenance charges described in the **5th Schedule** below (**Common Expenses/Maintenance Charges**) plus Service Tax, from the Date Of intimation of notice of Possession (defined in Clause 9.6.2 below) (**Advance Common Expenses/Maintenance Charges**). The Advance Common Expenses/Maintenance Charges shall (1) be utilized for meeting the Common Expenses/Maintenance Charges for the said **limited period of 12 months only**, (2) be utilized by the Seller or their nominated agency to meet all expenses towards Common Expenses/Maintenance Charges, without obligation of any accounting.

8.5 **Basis of Payment:** The Total Price and Extras shall be payable by the Buyers to the Seller on super built-up area of the Said Unit.

9. Construction and Completion of Sale:

9.1 **Construction by Seller:** The Seller shall construct, complete and finish the Said Unit And Appurtenances in accordance with the Sanctioned Plan or as may be recommended by the Architect, as per the Specifications described in the **5th Schedule** below but same may be varied subject to recommendation of the Architect as per demand of the situation.

9.2 **Quality, Workmanship and Acceptance of Variations etc.:** The decision of the Architect regarding quality and workmanship shall be final and binding on the Parties. The Buyers hereby consents to the variations, modifications or alterations as may be recommended by the Architect.

- 9.3 **No Hindrance:** The Buyers shall not do any act, deed or thing whereby the construction of the Said Unit And Appurtenances and/or the Said Building is in any way hindered or impeded.
- 9.4 **Basic Duty of Buyers:** The Buyers shall make all payment and perform all obligations as stipulated in this Agreement and the Buyers shall not in any way commit breach of the terms and conditions herein contained.
- 9.5 **Completion:** Construction, finishing and making ready the Said Unit in bare condition and as per the Specifications (the decision of the Architect in this regard being final and binding) has been done by the Seller
- 9.6 **Possession of Said Unit and/ Parking Space:** Upon construction, finishing and making ready the Said Unit and the Parking Space, if any, usable, the Seller shall hand over possession of the same to the Buyers. With regard to possession, it is clarified as follows:
- 9.6.1 **All Payments Before Possession:** Before receiving possession of the Said Unit And Appurtenances, the Buyers shall pay to the Seller all amounts due and payable towards the Total Price and Extras and the Buyers shall not claim possession of the Said Unit And Appurtenances till the Total Price and the Extras are paid in full.
- 9.6.2 **Possession Notice, Execution of Deed of Conveyance and Date Of Possession:** Immediately after constructing, finishing and making ready the Said Unit /and the Parking Space, if any, usable, the Seller shall serve a notice on the Buyers (**Possession Notice**) calling upon the Buyers to take possession together with registration of the flat/car parking space/commercial unit. **Within 15 (fifteen) days from the date of the Possession Notice**, the Buyers shall be bound to take over physical possession of the Said Unit and the Parking Space, if any, after fulfilling all obligations under this Agreement, including payment of all amounts due to the Seller under this Agreement, failing which it shall be deemed that the Buyers have taken possession on the 15th day of the date of the Possession Notice (date of actual or deemed possession, **Date Of Possession**). The Seller/Vendor will execute Deed of conveyance simultaneously with possession of the flat/car parking space/commercial unit/Studio upon payment of charges by the purchasers as mentioned herein above.
- 9.6.3 **Meaning of Completion:** It shall not be obligatory for the Seller to complete the Common Portions in all respects before giving the Possession Notice to the Buyers and the Said Unit shall be deemed to have been completed in all respect if the same is made ready in bare condition and as per the Specifications (the decision of the Architect in this regard being final and binding).
- 9.6.4 **Complete Satisfaction on Possession:** On the Date Of Possession, the Buyers shall be deemed to be completely satisfied with all aspects of the Said Unit And Appurtenances, including the measurement of the Said Unit.
- 9.6.5 **Commencement of Outgoings:** From the Date Of Possession, all outgoings in respect of the Said Unit And Appurtenances, including Municipal tax, surcharge, land revenue, levies, cess, etc. (collectively **Rates & Taxes**) as be tentatively decided by the Seller and proportionate share of Common

Expenses/Maintenance Charges, shall become payable by the Buyers. It is clarified that the Common Expenses/Maintenance Charges do not include the Rates & Taxes.

9.7 **Seller's Obligations:** Subject to the Buyers making payment of the Total Price and the Extras in the manner stipulated in this Agreement, the Seller hereby agrees:

9.7.1 **Construction of Said Unit:** to construct, finish and make ready the Said Unit and the Parking Space, if any, usable and transfer the Said Unit And Appurtenances to the Buyers.

9.7.2 **Construction According to Specifications:** to construct, finish and make ready the Said Unit and the Parking Space, if any, usable, in accordance with the Sanctioned Plan and Specifications, reasonable variations excepted. The decision of the Architect regarding variation, if any, in the specifications of the flat is also binding upon the Buyers and the Buyers/Purchasers will not raise any objection thereto.

9.8 **Completion of Sale:** The sale of the Said Unit And Appurtenances shall be completed by execution and registration of conveyance in favour of the Buyers provided the Buyers tenders in time all amounts required for the same as mentioned in Clause 8.4.2 (c) above. The Legal Advisors shall draft the standard conveyance and only such standard conveyance shall be used. The Buyers shall be bound to take conveyance of the Said Unit And Appurtenances on or before the Date Of Possession, failing which physical possession of the Said Unit And Appurtenances shall not be delivered to the Buyers (although it shall be deemed that the Buyers are in possession and liable for all Rates & Taxes and Common Expenses/Maintenance Charges, from the Date of Notice of Possession) and in addition, all statutory taxes and penalties shall also be borne and paid by the Buyers.

10. **Buyer's Covenants and Seller's Covenants:**

10.1 **Buyer's Covenants:** The Buyers covenant with the Seller [which expression includes the Association in all clauses of Clause 10 and its Sub Clauses except Sub Clause Nos.10.1.6, 10.1.9 (1) and 10.2] and admits and accepts that:

10.1.1 **Buyers Aware of and Satisfied with Common Portions and Specifications:** The Buyers, upon full satisfaction and with complete knowledge of the Common Portions, Specifications and all other ancillary matters, is entering into this Agreement and shall not claim any right over any portion of the Said Building and the Said Premises **save and except** the Said Unit.

10.1.2 **Buyers to Mutate and Pay Rates & Taxes:** The Buyers shall (1) pay the Rates & Taxes for the Said Unit And Appurtenances, from the Date Of Possession (2) have mutation of the Said Unit And Appurtenances completed at the earliest.

10.1.3 **Buyers to Pay Common Expenses/Maintenance Charges:** The Buyers shall pay the Common Expenses/Maintenance Charges and the Buyers further admits and accepts that they will not claim any deduction or abatement or

refund from the Common Expenses/Maintenance Charges as paid by them.

- 10.1.4 **Seller's Charge/Lien:** The Seller shall have the first charge and/or lien over the Said Unit And Appurtenances for all amounts due and payable by the Buyers to the Seller **provided however** if the Said Unit And Appurtenances is purchased with assistance of a financial institution, then such charge/lien of the Seller shall stand extinguished on the financial institution clearing all dues of the Seller.
- 10.1.5 **No Obstruction by Buyers to Further Construction:** The Seller shall be entitled to construct further sanctioned floors on and above the top roof of the Said Building and/or car parks and/or to make other constructions elsewhere in the Said Premises and the Buyers shall not obstruct or object to the same. The Buyers also admits and accepts that the Seller and/or employees and/or agents and/or contractors of the Seller shall be entitled to use and utilize the Common Portions for movement of building materials and for other purposes and the Buyers shall not raise any objection in any manner whatsoever with regard thereto.
- 10.1.6 **No Rights of or Obstruction by Buyers:** All open areas in the Said Building/Said Premises proposed to be used for open car parking spaces do not form part of the Common Portions within the meaning of this Agreement and the Seller shall have absolute right to sell, transfer and/or otherwise deal with and dispose off the same or any part thereof.
- 10.1.7 **Variable Nature of Land Share and Share In Common Portions:** The Buyers fully comprehends and accepts that (1) the Land Share and the Share In Common Portions is a notional proportion that the Said Unit bears to the currently proposed area of the Said Building, (2) if the area of the Said Building is increased/recomputed by the Seller, the Buyers shall not question any variation (including diminution) of the Land Share and the Share In Common Portions, (3) the Buyers shall not demand any reduction/refund of the Total Price on ground of or by reason of any variation of the Land Share and the Share In Common Portions and (4) the Land Share and the Share In Common Portions are not divisible and partiable and the Buyers shall accept (without demur) the proportionate share with regard to various matters, as be determined by the Seller, in its absolute discretion.
- 10.1.8 **Buyers to Participate in Formation of Association: After completion of the Total sale of the Flats in the project** the Buyers admit and accepts that the Buyers and other buyers of Units in the Said Building shall form the Association and the Buyers shall become a member thereof. The Buyers shall bear and pay the proportionate costs of formation and the expenses of the Association and shall pay for, acquire and hold membership with voting rights and in this regard the Buyers shall sign, execute and deliver necessary applications and all other papers, declarations and documents as may be required. Upon formation of the Association, and after completion of the Maintenance period the Association shall look after the maintenance of the Common Portions of the Said Building and the Said Premises.
- 10.1.9 **Obligations of Buyers:** On and from the Date Of Possession, the Buyers shall:

- (a) **Co-operate in Management and Maintenance:** co-operate in the management and maintenance of the Said Building and the Said Premises by the Vendor/Maintenance Management Agency/Facility Manager (upon its appointment).
- (b) **Observing Rules:** observe the rules framed from time to time by the Association for the beneficial common enjoyment of the Said Building and the Said Premises.
- (c) **Meter and Cabling:** be obliged to draw the electric lines/wires, to the Said Unit only through the duct and pipes provided thereof, ensuring that no inconvenience is caused to the Seller or to the other co-owners of the Said Building. The main electric meter shall be installed only at the common meter space in the Said Building. The Buyers shall under no circumstances be entitled to affix, draw or string wires, cables or pipes from, to or through any part or portion of the Said Building, the Said Premises and outside walls of the Said Building save in the manner indicated by the Seller or the Association (upon formation).
- (d) **Commercial/ Residential Use:** use the Said Unit for commercial/Residential purpose only but the buyer shall not use or allow the said unit to be used for any other purpose without written consent to the Seller.
- (e) **No Structural Alteration:** not alter, modify or in any manner change the structure or any civil construction in the Said Unit And Appurtenances or the Common Portions of the Said Building.
- (f) **No Nuisance and Disturbance:** not use the Said Unit / the Parking Space, if any, or permit the same to be used in such manner or commit any act, which may in any manner cause nuisance or annoyance to other occupants of the Said Building and/or the neighboring properties and not make or permit to be made any disturbance or do or permit anything to be done that will interfere with the rights, comforts or convenience of other occupants.
- (g) **No Storage in Common Portions:** not store or cause to be stored and not place or cause to be placed any goods, articles or things in the Common Portions.
- (h) **No Obstruction to the Vendor/ Maintenance Agency/Facility Manager/Association:** not obstruct the Facility Manager/Association (upon formation) in their acts relating to the Common Portions.
- (i) **No Obstruction of Common Portions:** not obstruct pathways and passages or use the same for any purpose other than for ingress to and egress from the Said Unit and the Parking Space, if any.
- (j) **No Violating Rules:** not to violate any of the rules and/or regulations laid down by the Association for use of the Common Portions.

- (k) **No Throwing Refuse:** not throw or accumulate or cause to be thrown or accumulated any dust, rubbish or other refuse in the Common Portions **save** at the places indicated thereof.
 - (l) **No Injurious Activities:** not to carry or cause to be carried on any obnoxious or injurious activity in or through the Said Unit, the Parking Space, if any or the Common Portions.
 - (m) **No Storing Hazardous Articles:** not to keep or store any offensive, combustible, obnoxious, hazardous or dangerous articles in the Said Unit and the Parking Space, if any.
 - (n) **No Floor Damage:** not to keep any heavy machines, which are likely to damage the floors.
 - (o) **No Installing Generator:** not to install or keep or run any generator in the Said Unit and the Parking Space, if any.
 - (p) **No Use of Machinery:** not to install any heavy machinery or equipment for any processing or manufacturing which may cause danger and/or nuisance and/or annoyance to the occupiers of the residential flats except office appliances
 - (q) **No Misuse of Water:** not to misuse or permit to be misused the water supply to the Said Unit.
 - (r) **Damages to Common Portions:** not to damage the Common Portions in any manner and if such damage is caused by the Buyers and/or employees or invitees of the Buyers, the Buyers shall compensate for the same.
- 10.1.11 **Notification Regarding Letting:** If the Buyers lets out or sells the Said Unit And Appurtenances or portion thereof, the Buyers shall immediately notify the Seller/Association (upon formation) of the tenant's/transferee's name, address and telephone number.
- 10.2 **Seller's Covenants:** The Seller covenants with the Buyers and admit and accept that:
- 10.2.1 **Completion of Transfer:** The transfer of the Said Unit And Appurtenances shall be completed by the Seller by executing conveyance in favour of the Buyers.
- 10.2.2 **No Creation of Encumbrance:** The Seller shall not create any charge, mortgage, lien and/or shall not sell, transfer, convey and/or enter into any agreement with any person other than the Buyers in respect of the Said Unit And Appurtenances, subject to the Buyers fulfilling all terms, conditions and obligations of this Agreement.
- 10.2.3 **Documentation for Loan:** The Seller shall provide to the Buyers all available documents so that the Buyers may get loan from Banks and Financial Institutions at their own risk and cost.

11. Termination and its Effect:

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

(a) In the event of the breach continuing for a period of 3 (three) months, for whatsoever reasons, the Owner, at its sole discretion, will be entitled to terminate and/or rescind this Agreement and forfeit as liquidated damages, Rs..... (Rupees only) or 10% (ten per cent) of the amount received by the Owner under this Agreement, whichever is higher.

The Owner shall thereupon, be entitled to deal, in any manner, with the Said Unit And Appurtenances including selling the same to any third party on any terms and conditions the Owner may deem fit, without any further reference to the Buyer. The balance money due to the Buyer, if any, after deduction of liquidated damages shall be paid by the Developer to the Buyer within 3 (three) months of the date of such termination.

It is further clarified that Owner shall not refund the taxes paid/payable to the Government authority or any other statutory authority, in respect of the Said Unit And Appurtenances.

11.2 Breach by Seller: Without prejudice to the provisions of Clause 9.5 above, in the event the Seller fails and/or neglects to deliver possession of the Said Unit And Appurtenances within the Extended Period, this Agreement shall, at the option of the Buyers, stand cancelled and/or rescinded, upon which the Seller shall refund to the Buyers all payments received till that date with normal savings bank interest prevails at that time only.

11.3 Effect: Upon termination of this Agreement due to any of the circumstances mentioned in Clauses 11.1 and 11.2 above, the Buyers shall not be entitled to claim any right, title, interest or charge (either equitable or otherwise)

over and in respect of the Said Unit And Appurtenances and/or the Said Building or any part or portion thereof, in any manner whatsoever. The effect of such termination shall be binding and conclusive on the Parties.

12. Taxes:

12.1 Obligation Regarding Taxes: In the event of the Seller being made liable for payment of any tax (excepting Income Tax), duty, levy or any other liability under any statute or law for the time being in force or enforced in future (such as Service Tax, Works Contract Tax, Value Added Tax or any other tax and imposition levied by the State Government, Central Government or any other authority or body) the Seller is liable or shall be made liable for payment of any such tax, duty, levy or other liability on account of the Seller having agreed to perform the obligations under this Agreement or having entered into this Agreement, then and in that event, the Buyers shall be liable to pay all such tax, duty, levy or other liability and hereby indemnifies and agrees to keep the Seller indemnified against all actions, suits, proceedings, costs, charges and expenses in respect thereof. The taxes, duties, levies or other liabilities so imposed or estimated by the Seller's consultant shall be paid by the Buyers at or before the Date of Possession.

13. Defects:

13.1 Decision of Architect Final: If any work in the Said Unit And Appurtenances is claimed to be defective by the Buyers, the matter shall be referred to the Architect and the decision of the Architect shall be final and binding on the Parties. This will however not entitle the Buyers to refuse to take possession of the Said Unit and if the Buyers does so, the provisions regarding deemed possession as contained in Clause 9.6.2 above shall apply and all consequences thereto shall follow.

14. Force Majeure:

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

14.2 No Default: The Seller shall not be deemed to have defaulted in the performance of the Seller's contractual obligations whilst the performance thereof is prevented by unavoidable circumstances and the time limits laid

down in this Agreement for the performance of obligations upon occurrence of any event constituting Circumstances beyond control of the Vendor.

15. Miscellaneous:

- 15.1 **Indian Law:** This Agreement shall be subject to Indian Laws.
- 15.2 **One Transaction:** This Agreement relates to the transaction recorded and contemplated herein and no other transaction.
- 15.3 **Confidentiality and Non-Disclosure:** The Parties shall keep confidential all non-public information and/or documents concerning the transaction recorded herein, unless compelled to disclose such information and/or documents by judicial or administrative process.
- 15.4 **Partial Invalidity:** If any provision of this Agreement or the application thereof to any circumstance shall be invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provision to other circumstances shall not be affected thereby and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law. When any provision is so held to be invalid, illegal or unenforceable, the Parties hereto undertake to use their best efforts to reach a mutually acceptable alternative to give effect to such provision in a manner which is not invalid, illegal or unenforceable. In the event any of the terms and conditions of this Agreement are set-aside or declared unreasonable by any Court of Law or if the Parties take the plea of frustration of contract, the entire Agreement shall not be void and shall continue to subsist to the extent of the remaining terms and conditions and bind the Parties.
- 15.5 **No Claim of Un-Enforceability:** This Agreement is being entered into by the Parties out of free will and without any duress or coercion. Hence, none of the Parties shall have the right to claim un-enforceability of this Agreement.
- 15.6 **Right of Possession:** The right of possession of the Buyers in respect of the Said Unit And Appurtenances shall arise only upon the Buyers fulfilling all obligations as are contained in this Agreement.
- 15.7 **Nomination by Buyers with Consent:** The Buyers admit and accept that before the execution and registration of conveyance deed of the Said Unit And Appurtenances, the Buyers will be entitled to nominate, assign and/or transfer the Buyer's right, title, interest and obligations under this Agreement **subject to** the covenant by the nominee that the nominee will strictly adhere to the terms of this Agreement **and subject also to** the following conditions:
- (a) The Buyers shall make payment of all dues of the Seller in terms of this Agreement up to the time of nomination.
 - (b) The Buyers shall obtain prior permission of the Seller [and no such permission shall be given within a period of 1 (one) year from the date of this Agreement] and the Buyers and the nominee shall be bound to enter into a tripartite agreement with the Seller.

- (c) The Buyers shall pay a sum calculated @ Rs..... per square feet as and by way of nomination fees to the Seller.

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

- (d) **Lock-in-Period:** The Buyer cannot sell and/or nominate the Said Unit And Appurtenances to and in favour of any third person before the expiry of a period of 12 (twelve) months from the date of this Agreement.

- (e) **Written Permission of Vendor:** The Buyer shall obtain prior written permission of the Vendor and the Buyer and the nominee shall be bound to enter into a tripartite agreement with the Owner. The Buyer admits and accepts that the Buyer shall not nominate or assign the rights under this Agreement. It is clarified that inclusion of a new joint Buyer or change of a joint Buyer shall be treated as a transfer. Any nomination/transfer/made in contravention/violation of conditions mentioned herein, shall be void ab-initio.

15.8 **Entire Agreement:** This Agreement constitutes the entire understanding between the Parties and supercedes the terms and conditions whatever agreed between the Parties prior to execution of this Agreement but does not include or supercede any document contemporaneously entered into between the Parties.

15.9 **Counterparts:** This Agreement is being executed simultaneously in duplicate and each copy shall be deemed to be an original and both copies shall together constitute one instrument and agreement between the Parties. One copy shall be retained by the Buyers and another by the Seller.

15.10 **Amendments/Modifications:** No amendments or modifications of this Agreement or any part hereof shall be valid and effective unless it is by an instrument in writing executed by all the Parties.

15.11 **Reservation of Rights:** No forbearance, indulgence, relaxation or inaction by any Party at any time to require performance of any of the provisions of this Agreement shall in any way affect, diminish or prejudice the right of such Party to require performance of that provision.

15.12 **Waiver:** Any term or condition of this Agreement may be waived at any time by the Party who is entitled to the benefit thereof. Such waiver must be in writing and must be executed by the Party or an authorized agent of the Party.

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

16. **Notice:**

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

17. Alternative Dispute Resolution:

17.1 **Disputes:** All disputes and differences that may arise between the parties thereto in regard to this agreement to carry out of the terms and conditions of this agreement and/ or interpret action thereof in any way whatsoever shall be referred to the arbitration as per Arbitration and Conciliation Act. 1996 (an arbitrator to be appointed by the parties hereto by mutual consent. Provided such arbitrator shall not be anybody other than a lawyer of at least 10 years standing).

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

18. Jurisdiction:

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

19. Rules of Interpretation:

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

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

19.3 **Schedules and Plans:** Schedules and Plans appended to this Agreement form a part of this Agreement and shall always be taken into consideration for interpreting the complete understanding between the Parties. Any reference to a Schedule or Plan is a reference to a Schedule or Plan to this Agreement.

19.4 **Definitions:** In this Agreement, words have been defined by putting them within brackets and printing them in bold. Where a word or phrase is defined, other parts of speech or grammatical forms of that word or phrase shall have corresponding meaning.

19.5 **Documents:** A reference to a document includes an amendment or supplement or replacement or novation of that document.

- 19.6 **Successors:** A reference to a Party includes that Party's successors and permitted assigns.
- 19.7 **Statutes:** Any reference to a statute, statutory provision or subordinate legislation shall include its amendment, modification, consolidation, re-enactment or replacement as enforced from time to time, whether before or after the date of this Agreement.

1st Schedule
(Said Premises)

All part and parcel of the land measuring about 77 decimal, character Housing (Abason), various multistoried building to be constructed thereon L.R. Khatian No. 1605 under L.R. Dag No. 80 and 81, land measuring about 37 decimal and 40 decimal in J. L. No. 97 Mouza - Natagachi, Kalikapur Grampanchayat No.1.

2nd Schedule
Part-I
(Said Unit)

Unit/Space No. "2/1" consisting of **One** Bed Room, **One** Living/Dining Room, **One** Kitchen, **One** Toilet and Balcony Type **B8** on the 2nd floor, having super built up area of approximately **490** sq. ft. at Block demarcated in colour **Green** attached hereto situated on the 1st Schedule property. The Land Share, being undivided, impartible, proportionate and variable share and/or interest in the land comprised in the respective Block of the Said Premises described in the **1st Schedule** above, as is attributable to the Said Unit. The Share In Common Portions, being undivided, impartible, proportionate and variable share and/or interest in the Common Portions described in the **3rd Schedule** below, as is attributable to the Said Unit.

3rd Schedule
(Common Portions and Chargeable portion)

- Driveways (excluding the driveway in the front portion)
- Lift machine room, chute and lift well.
- Overhead water tank, water pipes, sewerage pipes of the Said Building (save those inside any Unit or attributable thereto)
- Drains, sewerage pits and pipes within the Said Building (save those inside any Unit or attributable thereto)
- Electrical installations relating to sub-station and common transformer and wiring and accessories (save those inside any Unit or attributable thereto) for receiving electricity from Electricity Supply Agency to all the Units and Common Portions
- Generator(s), wiring and accessories for providing standby power to all the Units and Common Portions
- Lift and lift machinery
- Firefighting equipment and accessories as directed by the Director of West Bengal Fire Services
- Boundary wall around the periphery of the Said Premises and decorative gates for ingress and egress to and from the Said Premises

- Lighting arrangement at the entrance gate and passages within the Said Premises
- **Subject to payment of membership fees and acceptance thereof by the maintenance authority of the project the members may be inducted for the Club, Swimming pool and AC Community Halls without any objection from the unit holders.**

4th Schedule
(Common Expenses/Maintenance Charge)

1. **Association:** Establishment and all other capital and operational expenses of the Association.
2. **Common Utilities:** All charges and deposits for supply, operation and maintenance of common utilities.
3. **Electricity:** All charges for the electricity consumed for the operation of the common machinery and equipment.
4. **Litigation:** All litigation expenses incurred for common purposes and relating to common use and enjoyment of the Common Portions.
5. **Maintenance:** Maintenance charges shall meant for minor outside wall repair and renovation, cleaning outside and inside passages and staircase, boundary wall, path ways, and swage line drain, septic tank, reservoir, overhead tank, electricity connection up to common meter box, security guards salary, pump house and motors, common electricity bill, parapet wall and roof. Save and except the damages if any due to unforeseen incidence which are beyond control of the Vendor/ Maintenance Agency.
6. **Operational:** All expenses for running and operating all machinery, equipments and installations comprised in the Common Portions, including lifts, generator, changeover switches, CCTV (if any), pumps and other common installations including, their license fees, taxes and other levies (if any) and expenses ancillary or incidental thereto and the lights of the Common Portions.
7. **Rates and Taxes:** Panchayat Tax, surcharge, Multistoried Building Tax, Water Tax and other levies in respect of the Said Building save those separately assessed on the Buyers.
8. **Staff:** The salaries of and all other expenses on the staff to be employed for the Common Purposes, viz. manager, caretaker, clerks, security personnel, liftmen, sweepers, plumbers, electricians etc. including their perquisites, bonus and other emoluments and benefits.

**5th Schedule
(Specifications)**

THE SIXTH SCHEDULE ABOVE REFERRED TO

**GENERAL SPECIFICATION FOR THE FLATS OF THE RESIDENTIAL
BUILDING COMPLEX “AMRITA AWAS” LOCATED AT SONARPUR, NATAGACHI.**

STRUCTURE	:	Construction will be of Standard combination of hollow and solid block bricks / red bricks and RCC with Gravel designed by our Architect.
FINISHING	:	External plastered surface shall be painted with cement paint and internal finishing will be of P.O.P with one coat primer
DOORS	:	All Doors shall be 25 mm. thick commercial flush door with Aluminum/steel fittings. Frames are of M.S. angle frame finished with enamel paint.
WINDOWS	:	Fully glazed composite steel windows with steel fittings.
FLOORING	:	Ceramic Tiles flooring in all rooms and toilets.
TOILET	:	One white E.W.C. with PVC Cistern, white porcelain basin. All pipes will be of GI / PVC & fittings will be chromium plated & toilet wall will have colored glazed tiles upto 4ft. and upto lintel level at shower place only.
ELECTRICALS	:	All rooms will have a combination of concealed and surface wiring. All wirings will be of aluminum conductors of standard make. All rooms will consist two light points, one fan point & one plug point. One calling bell point will be provided in each flat.
KITCHEN	:	Raised Black Stone cooking platform with 2ft. high white/colored glazed tiles above cooking platform only and one Black Stone sink and one tap will be provided. Kitchen will have one light point and one power point.
SEWAGE	:	Septic Tank
WATER	:	24 hrs. Water supply from Tubewell with Pump and stand by Generator for Pump and area lighting only.

All are tentative and subject to change as per necessity and discretion of the Developer

6th Schedule

Part-I

(Total Price)

The consideration for sale of Said Unit/s And Appurtenances is Rs./-

Part-II

(Payment Schedule)

The Total Price shall be paid by the Buyers in the following manner:

1. Simultaneously with the execution thereof Rs.
 2. Within
- OR Progress of work

20. Execution and Delivery:

20.1 **In Witness Whereof** the Parties have executed and delivered this Agreement on the date mentioned above.

EXECUTED AND DELIVERED by the **SELLER** at Kolkata in the presence of:

1.

2.

VENDOR/SELLER/S

EXECUTED AND DELIVERED by the **BUYERS** at Kolkata in the presence of:

1.

2.

PARTY/BUYER/S