

(4)

Mondal Shop

DEED OF AGREEMENT FOR SALE OF SHOP ROOM /
UNIT FOR COMMERTIAL PURPOSE

THIS THE AGREEMENT made at Purulia Town in the District of Purulia, West Bengal this theday of 200...-BETWEEN

M/S RIYA CONSTRUCTION, a Proprietorship Firm having its Office at 6, Dr. Ashutosh Shastri Road, Kolkata – 10 represented by its Proprietor Sri Rittik Chatterjee son of late Sisir Chatterjee, resident of D1/5 Labony Estate, Salt Lake City, Kolkata – 64, West Bengal herein after called DEVELOPER of the FIRST PART (which terms unless excluded by and repugnant to the contexts shall include his Successors in Office, executors, representatives, successors and/or assigns):

AND

_____ hereinafter called and referred to as the INTENDING PURCHASER/PURCHASERS (which term or expression shall unless excluded by or repugnant to the context be deemed to mean and include (1) In case he or she be an individual then his / her heirs, legal representatives, executors, administrators and assigns, (2) If the purchaser be a Hindu Undivided Family, then its Karta and the members for the time being, their survivors and respective heirs, legal representatives, executors, administrators and assigns, (3) In case the Purchaser be a Partnership Firm then its partners for the time being, their respective heirs, legal representatives,

executors, administrators, and assigns, (4) In case the Purchaser be a Company, then its successors or successors in office and assigns) of the SECOND PART :

WHEREAS the property under R. S. Khatian No. 1858 being R. S. Plot No. 9897 of Mouza Purulia, under Purulia Town Police Station within Purulia Municipality in the District of Purulia which has been fully described in the First Schedule below of this Deed (for the sake of brevity herein after referred as FIRST SCHEDULE PROPERTY) previously owned, held and possessed by Janjali Mondalani wife of Sarbeswar Mondal having permanent Raiyati right with the right of occupancy therein;

AND

WHEREAS said Janjali Mondalani in course of her possession over the FIRST SCHEDULE PROPERTY having permanent Raiyati right with the right of occupancy therein died in her widowhood leaving behind only son Nibaran Mondal as her sole legal successor who on death of Janjali Mondalani duly got the FIRST SCHEDULE PROPERTY by inheritance, thus Nibaran Mondal on death of Janjali Mondalani duly got valid right, title, interest and possession over the FIRST SCHEDULE PROPERTY by inheritance having permanent Raiyati right with the right of occupancy therein and accordingly started to possess the same in assertion of his own right therein;

AND

WHEREAS Nibaran Mondal in Course of his possession over the FIRST SCHEDULE PROPERTY in assertion of his own right, title, interest and possession therein died leaving behind six sons namely (1) Amar Mondal, (2) Ambuj Mondal, (3) Chittaranjan Mondal (4) Anath

Nath Mondal (5) Nimai Mondal and Binoy Mondal as his legal successors who duly got the FIRST SCHEDULE PROPERTY by inheritance in equal share i.e. $1/6^{\text{th}}$ share each, thus on death of Nibaran Mondal aforesaid (1) Amar Mondal, (2) Ambuj Mondal, (3) Chittaranjan Mondal (4) Anath Nath Mondal (5) Nimai Mondal the and Binoy Mondal duly got valid right, title, interest and possession over the FIRST SCHEDULE PROPERTY by inheritance having permanent Raiyati right with the right of occupancy therein in equal share i.e. $1/6^{\text{th}}$ share each and accordingly started to possess the same jointly as per their calculated $1/6^{\text{th}}$ share in assertion of their own right therein;

AND

WHEREAS said Amar Mondal in course of his possession in the FIRST SCHEDULE PROPERTY having valid right, title, interest and possession therein to the extent of his calculated $1/6^{\text{th}}$ share died leaving behind three sons namely (1) Birendra Nath Mondal (2) Shishir Kumar Mondal and (3) Jiban Kumar Mondal as his legal successors, thus on death of Amar Mondal aforesaid (1) Birendra Nath Mondal (2) Shishir Kumar Mondal and (3) Jiban Kumar Mondal duly got the share/interest of Amar Mondal i.e. his $1/6^{\text{th}}$ share in FIRST SCHEDULE PROPERTY and accordingly came in possession in the FIRST SCHEDULE PROPERTY having valid right, title, interest and possession therein and possess the same jointly as per their calculated $1/18^{\text{th}}$ share each in the FIRST SCHEDULE PROPERTY;

AND

WHEREAS said Ambuj Mondal in course of his possession in the FIRST SCHEDULE PROPERTY having valid right, title, interest and possession therein to the extent of his calculated $1/6^{\text{th}}$ share died

leaving behind four sons namely (1) Narendra Nath Mondal (2) Tarun Kumar Mondal (3) Bijan Kumar Mondal and (4) Lokesh Kumar Mondal as his legal successors, thus on death of Ambuj Mondal aforesaid (1) Narendra Nath Mondal (2) Tarun Kumar Mondal (3) Bijan Kumar Mondal duly got the $1/6^{\text{th}}$ share of Ambuj Mondal in the FIRST SCHEDULE PROPERTY and accordingly came in possession FIRST SCHEDULE PROPERTY having valid right, title, interest and possession therein and possess the same jointly as per their calculated $1/24^{\text{th}}$ share each in the FIRST SCHEDULE PROPERTY;

AND

WHEREAS the FIRST SCHEDULE PROPERTY is the joint property of said (1) Chittaranjan Mandal (2) Anath Nath Mandal (3) Nimai Mandal (4) Binoy Mandal (5) Birendranath Mandal (6) Sisir Kumar Mandal (7) Jiban Kumar Mandal (8) Narendra Nath Mandal (9) Tarun Kumar Mandal (10) Bijan Kumar Mandal and (11) Lokesh Kumar Mandal and (1) Chittaranjan Mandal (2) Anath Nath Mandal (3) Nimai Mandal (4) Binoy Mandal (5) Birendranath Mandal (6) Sisir Kumar Mandal (7) Jiban Kumar Mandal (8) Narendra Nath Mandal (9) Tarun Kumar Mandal (10) Bijan Kumar Mandal and (11) Lokesh Kumar Mandal jointly possess the FIRST SCHEDULE PROPERTY as per their calculated share having valid right, title, interest and possession therein;

AND

WHEREAS the FIRST SCHEDULE PROPERTY is under exclusive physical possession of (1) Chittaranjan Mandal (2) Anath Nath Mandal (3) Nimai Mandal (4) Binoy Mandal (5) Birendranath Mandal (6) Sisir Kumar Mandal (7) Jiban Kumar Mandal (8) Narendra Nath Mandal (9)

Tarun Kumar Mandal (10) Bijan Kumar Mandal and (11) Lokesh Kumar Mandal free from all encumbrances, charges and lis pendents;

AND

~~WHEREAS said (1) Chittaranjan Mandal (2) Anath Nath Mandal (3) Nimai Mandal (4) Binoy Mandal (5) Birendranath Mandal (6) Sisir Kumar Mandal (7) Jiban Kumar Mandal (8) Narendra Nath Mandal (9) Tarun Kumar Mandal (10) Bijan Kumar Mandal and (11) Lokesh Kumar Mandal herein decided to develop the First Schedule property.~~

AND

~~WHEREAS said (1) Chittaranjan Mandal (2) Anath Nath Mandal (3) Nimai Mandal (4) Binoy Mandal (5) Birendranath Mandal (6) Sisir Kumar Mandal (7) Jiban Kumar Mandal (8) Narendra Nath Mandal (9) Tarun Kumar Mandal (10) Bijan Kumar Mandal and (11) Lokesh Kumar Mandal decided and agreed to entrust the DEVELOPER herein to construct multi storied building over the FIRST SCHEDULE PROPERTY.~~

AND

~~WHEREAS (1) Chittaranjan Mandal (2) Anath Nath Mandal (3) Nimai Mandal (4) Binoy Mandal (5) Birendranath Mandal (6) Sisir Kumar Mandal (7) Jiban Kumar Mandal (8) Narendra Nath Mandal (9) Tarun Kumar Mandal (10) Bijan Kumar Mandal and (11) Lokesh Kumar Mandal have entered into an agreement on 1ST DAY OF SEPTEMBER 2020 (English Calendar) with the DEVELOPER for construction and/or development of the First Schedule property by raising multistoried building therein out of their own fund and sale the same under certain terms and conditions as mentioned in that deed and for the sake of brevity that hereinafter referred as 'Deed of Development Agreement'.~~

AND

WHEREAS it is agreed by and between the parties of the 'Deed of Development Agreement' that after construction of the building (1) Chittaranjan Mandal (2) Anath Nath Mandal (3) Nimai Mandal (4) Binoy Mandal (5) Birendranath Mandal (6) Sisir Kumar Mandal (7) Jibän Kumār Mändäl (8) Näreändrä Näthi Mändäl (9) Tarun Kumār Mandal (10) Bijan Kumar Mandal and (11) Lokesh Kumar Mandal and (1) Chittaranjan Mandal (2) Anath Nath Mandal (3) Nimai Mandal (4) Binoy Mandal (5) Birendranath Mandal (6) Sisir Kumar Mandal (7) Jibän Kumār Mändäl (8) Näreändrä Näthi Mändäl (9) Tarun Kumār Mandal (10) Bijan Kumar Mandal and (11) Lokesh Kumar Mandal and the DEVELOPER shall share the newly constructed building and the share of (1) Chittaranjan Mandal (2) Anath Nath Mandal (3) Nimai Mändäl (4) Binoy Mändäl (5) Birendranäth Mändäl (6) Sisir Kumār Mandal (7) Jiban Kumar Mandal (8) Narendra Nath Mandal (9) Tarun Kumar Mandal (10) Bijan Kumar Mandal and (11) Lokesh Kumar Mandal and (1) Chittaranjan Mandal (2) Anath Nath Mandal (3) Nimai Mändäl (4) Binoy Mändäl (5) Birendranäth Mändäl (6) Sisir Kumār Mandal (7) Jiban Kumar Mandal (8) Narendra Nath Mandal (9) Tarun Kumar Mandal (10) Bijan Kumar Mandal and (11) Lokesh Kumar Mandal will be OWNER'S ALLOCATION and the share of the DEVELOPER will be DEVELOPER'S ALLOCATION and the DEVELOPER is exclusively entitled to DEVELOPER'S allocation having valid right, title, interest and possession therein with the exclusive right to enter into an agreement for Sale/this agreement for sale, transfer, let out, lease, license, gift, dispose of or otherwise deal with the same in such part or portion as per his discretion and appropriate the earnest money, sale proceed, premium, rent or usufruct

of the same without any right, title, interest or claim of said (1) Chittaranjan Mandal (2) Anath Nath Mandal (3) Nimai Mandal (4) Binoy Mandal (5) Birendranath Mandal (6) Sisir Kumar Mandal (7) Jiban Kumar Mandal (8) Narendra Nath Mandal (9) Tarun Kumar Mandal (10) Bijan Kumar Mandal and (11) Lokesh Kumar Mandal and (1) Chittaranjan Mandal (2) Anath Nath Mandal (3) Nimai Mandal (4) Binoy Mandal (5) Birendranath Mandal (6) Sisir Kumar Mandal (7) Jiban Kumar Mandal (8) Narendra Nath Mandal (9) Tarun Kumar Mandal (10) Bijan Kumar Mandal and (11) Lokesh Kumar Mandal and the DEVELOPER as per his own discretion will be entitled to retain or deliver possession of his allocated portion or part thereof to any person or persons or any such intending buyer, transferee, lessee, tenant etc. without any further consent of (1) Chittaranjan Mandal (2) Anath Nath Mandal (3) Nimai Mandal (4) Binoy Mandal (5) Birendranath Mandal (6) Sisir Kumar Mandal (7) Jiban Kumar Mandal (8) Narendra Nath Mandal (9) Tarun Kumar Mandal (10) Bijan Kumar Mandal and (11) Lokesh Kumar Mandal and (1) Chittaranjan Mandal (2) Anath Nath Mandal (3) Nimai Mandal (4) Binoy Mandal (5) Birendranath Mandal (6) Sisir Kumar Mandal (7) Jiban Kumar Mandal (8) Narendra Nath Mandal (9) Tarun Kumar Mandal (10) Bijan Kumar Mandal and (11) Lokesh Kumar Mandal and like that (1) Chittaranjan Mandal (2) Anath Nath Mandal (3) Nimai Mandal (4) Binoy Mandal (5) Birendranath Mandal (6) Sisir Kumar Mandal (7) Jiban Kumar Mandal (8) Narendra Nath Mandal (9) Tarun Kumar Mandal (10) Bijan Kumar Mandal and (11) Lokesh Kumar Mandal and (1) Chittaranjan Mandal (2) Anath Nath Mandal (3) Nimai Mandal (4) Binoy Mandal (5) Birendranath Mandal (6) Sisir Kumar Mandal (7) Jiban Kumar Mandal (8) Narendra Nath Mandal (9) Tarun Kumar Mandal (10) Bijan Kumar Mandal and

(11) Lokesh Kumar Mandal are exclusively entitled to OWNER'S allocation having valid right, title, interest and possession therein with the exclusive right to enter into an agreement for Sale, transfer, let out, lease, license, gift, dispose of or otherwise deal with the same in such part or portion as per his discretion and appropriate the earnest money, sale proceed, premium, rent or usufruct of the same without any right, title, interest or claim of the DEVELOPER and said (1) Chittaranjan Mandal (2) Anath Nath Mandal (3) Nimai Mandal (4) Binoy Mandal (5) Birendranath Mandal (6) Sisir Kumar Mandal (7) Jiban Kumar Mandal (8) Narendra Nath Mandal (9) Tarun Kumar Mandal (10) Bijan Kumar Mandal and (11) Lokesh Kumar Mandal and (1) Chittaranjan Mandal (2) Anath Nath Mandal (3) Nimai Mandal (4) Binoy Mandal (5) Birendranath Mandal (6) Sisir Kumar Mandal (7) Jiban Kumar Mandal (8) Narendra Nath Mandal (9) Tarun Kumar Mandal (10) Bijan Kumar Mandal and (11) Lokesh Kumar Mandal as per their discretion will be entitled to retain or deliver possession of his allocated portion or part thereof to any person or persons or any such intending buyer, transferee, lessee, tenant etc. without any further consent of the DEVELOPER.

AND

WHEREAS in pursuance of the said Development Agreement the DEVELOPER have commenced the construction work.

AND

WHEREAS by virtue of the 'Deed of Development Agreement' and power granted by (1) Chittaranjan Mandal (2) Anath Nath Mandal (3) Nimai Mandal (4) Binoy Mandal (5) Birendranath Mandal (6) Sisir Kumar Mandal (7) Jiban Kumar Mandal (8) Narendra Nath Mandal (9) Tarun Kumar Mandal (10) Bijan Kumar Mandal and (11) Lokesh

Kumar Mandal and (1) Chittaranjan Mandal (2) Anath Nath Mandal (3) Nimai Mandal (4) Binoy Mandal (5) Birendranath Mandal (6) Sisir Kumar Mandal (7) Jiban Kumar Mandal (8) Narendra Nath Mandal (9) Tarun Kumar Mandal (10) Bijan Kumar Mandal and (11) Lokesh Kumar Mandal in favour of the DEVELOPER, the DEVELOPER alone has the sole and exclusive right to sale the Developer's allocated portion or part thereof having right to enter into an agreement with the intending purchaser together with undivided variable impartible indivisible proportionate share or interest in the land and to receive and retain the earnest money and/or sale price in respect thereof.

AND

WHEREAS in pursuance of the said agreement the said (1) Chittaranjan Mandal (2) Anath Nath Mandal (3) Nimai Mandal (4) Binoy Mandal (5) Birendranath Mandal (6) Sisir Kumar Mandal (7) Jiban Kumar Mandal (8) Narendra Nath Mandal (9) Tarun Kumar Mandal (10) Bijan Kumar Mandal and (11) Lokesh Kumar Mandal and (1) Chittaranjan Mandal (2) Anath Nath Mandal (3) Nimai Mandal (4) Binoy Mandal (5) Birendranath Mandal (6) Sisir Kumar Mandal (7) Jiban Kumar Mandal (8) Narendra Nath Mandal (9) Tarun Kumar Mandal (10) Bijan Kumar Mandal and (11) Lokesh Kumar Mandal have executed a power of Attorney in favour of Developer M/s Riya Construction.

AND

WHEREAS in terms of the said Agreement the Developer has obtained the right to build and erect building/apartment in accordance with the approved and sanctioned plan by Purulia Municipality and has obtained also the right to assign, transfer, and sell out the premises and building to be constructed thereupon as detailed in the said Agreement.

AND

WHEREAS the purchaser has also taken inspection of the plan submitted approved and sanctioned by the Purulia Municipality and specification of the said building kept at the office of the Developer and is now fully satisfied as the same.

AND

WHEREAS the DEVELOPER has agreed to sell and the INTENDING PURCHASER has agreed to purchase one SHOP ROOM measuring approximate an area of _____ square feet (including Super Built up Area which only means and includes proportionate share in common area, common passage and entrance of _____ floor) in _____ Floor on _____ side settled and agreed by and between the Developer and Purchaser of the said SHOP ROOM on ownership basis hereinafter referred to as 'The said SHOP ROOM' more fully described in the SECOND SCHEDULE hereunder written together with proportionate share and interest on the land underneath described in the FIRST SCHEDULE PROPERTY hereunder written with sole exclusively transferable and irrevocable right to use the same together with right of ingress thereto and egress there from through entrance facility at a price of Rs. _____ only for 'The said SHOP ROOM' as described in SECOND SCHEDULE of this Deed. The price includes the cost of proportionate share of land and also the cost of construction of the 'The said SHOP ROOM' and common amenities of commercial units/ Shop room of the building, i.e. half area of common walls full area of side & front wall and half area of front platform.

AND

WHEREAS the DEVELOPER the First Party has agreed to sell and the INTENDING PURCHASER the Second Party has agreed to purchase 'The said SHOP ROOM' measuring an area _____ square feet (approx.) of the Schedule 'A' building fully and fairly described in the SECOND SCHEDULE hereunder written and hereinafter referred to as the SECOND SCHEDULE PROPERTY together with proportionate share of right on the land as described in the FIRST SCHEDULE PROPERTY below together with the privileges of using and enjoying the common areas and common facilities of the commercial area of the building.

AND

WHEREAS The DEVELOPER declare that the property mentioned in the FIRST SCHEDULE PROPERTY hereunder written is clear and marketable and the same is free from all encumbrances.

Now this agreement witnessed and it is hereby agreed by and between the parties hereto as follows :-

1. The DEVELOPER shall sell and the INTENDING PURCHASER shall purchase the said 'The said SHOP ROOM' to be constructed measuring _____ more or less as described in SECOND SCHEDULE below including the user of the common space of commercial area together with proportionate share of land at a total sum of _____

_____ only (approx) more or less.

2. The INTENDING PURCHASER has also agreed to pay the cost of installation of the Electric Meter and all legal expenses will be

borne by the INTENDING PURCHASER for the registration of the 'The said SHOP ROOM' described in SECOND SCHEDULE below.

2 (a). The Purchasers have also agreed to pay the cost of installation of the Transformer a lump sum of _____
 _____ (Rupees _____ Thousand) only per 'The said SHOP ROOM'. For common and other expenses which is called (maintenance) Rs./- per sq.ft. for 6 months from the date of possession of the 'The said SHOP ROOM'.

3. The INTENDING PURCHASER have paid this day a sum of Rs. _____ only as advance the receipt whereof the DEVELOPER hereby admits and acknowledges. The amount is paid by cheque being Cheque no. dated on against _____

4. The INTENDING PURCHASER shall pay the balance amount in the following manner :

(a) The INTENDING PURCHASER shall pay a sum of Rs _____ only to the first party within seven days from the date of completion of the floor level of said floor.

(b) The INTENDING PURCHASER shall pay a sum of _____ only to the first party within seven days from the date of completion of the roof casting.

(c) The INTENDING PURCHASER shall pay a sum of _____ only to the first party within seven days from the date of completion of the brick walls including inside plaster.

d) The INTENDING PURCHASER shall pay a sum of _____ only to first party within seven days from the date of completion of plaster of paris, floor casting and fitting of door-frame.

e) The INTENDING PURCHASER shall pay the last balance amount to the first party at the time of delivery of possession by the first party to the purchaser amounting to Rs. only.

5. The DEVELOPER has agreed to handover possession of 'The said SHOP ROOM' to the Second Party within 24 months from the date of signing this agreement. The Intending Purchaser has also agreed to give an extension of six months to the First Party Developer if necessary for any hindrance due to any unforeseen reason.

6. The DEVELOPER do hereby declare that 'The said SHOP ROOM' agreed to be sold is free from all encumbrances.

7. The possession of 'The said SHOP ROOM' shall not be given by the DEVELOPER to the INTENDING PURCHASER until and unless all payments required to be made under this Agreement by the INTENDING PURCHASER are paid in full to the DEVELOPER.

8. All costs for preparation, execution and registration of the said deed of sale or the document of transfer, including the cost for stamp duty and registration fee, shall be borne by the INTENDING PURCHASER and the INTENDING PURCHASER shall be at liberty to prepare the said deed of the sale and make arrangement for the registration thereof by the appropriate person nominated by the DEVELOPER. But the draft of the said deed of sale shall be approved by the INTENDING PURCHASER prior to execution and registration thereof.

9. Any tax (like service tax etc.) should be borne by the INTENDING PURCHASER time to time in force by the Government or any other Authority.

10. After the execution and registration of all the Deeds of Sale or the Deed of Transfer in respect of all the Shop Rooms or Units of Commercial Portion of FIRST SCHEDULE buildings in favour of all the buyers, the owners of the Shop Rooms/Units of Commercial portion shall form an Association and after the formation of the said Association no responsibility of the DEVELOPER to maintaining and supervising the FIRST SCHEDULE buildings.

11. Till handover the possession of the all Units of Commercial area of the building to the purchasers the DEVELOPER shall be liable and/or responsible for the maintenance and supervision of shop room described the SECOND SCHEDULE and also for the maintenance of the common areas or common facilities of Commercial portion and the INTENDING PURCHASER shall pay the proportionate maintenance cost of the common areas or common facilities as will be determined by the DEVELOPER, till the transfer of responsibility as aforesaid. After getting the possession the INTENDING PURCHASER shall pay the taxes in respect of the 'The said SHOP ROOM' to the DEVELOPER if such payment is required to be made through the DEVELOPER or to the competent authority direct.

12. The INTENDING PURCHASER shall pay all the amount payable in respect of purchase of 'The said SHOP ROOM' as per terms of this agreement as and when the same shall become due and payable. The DEVELOPER shall not be bound to give any notice to the INTENDING PURCHASER demanding such payment and the

non-service of such demand notice shall not be an excuse for such non-payment.

13. If the INTENDING PURCHASER failed to pay any of the payment in respect of purchase of 'The said SHOP ROOM' mentioned in the SECOND SCHEDULE below then the DEVELOPER has every right to cancel the agreement and to sell out 'The said SHOP ROOM' to any other buyer after giving just one-month notice to the INTENDING PURCHASER of this agreement.

In case of cancellation of the Agreement by the INTENDING PURCHASER, the DEVELOPER after deducting 25% of the total paid money (i.e. the amount paid by the INTENDING PURCHASER to the DEVELOPER) as compensation, will pay the balance amount to the INTENDING PURCHASER after further agreement of sell of 'The said SHOP ROOM' described in Schedule B below.

14. The INTENDING PURCHASER shall use the common parts and common portions of the Commercial portion strictly required for passage for ingress to and egress from 'The said SHOP ROOM' described in Schedule B below.

15. Out of sanction from the Purulia Municipality the purchasers shall not make or cause to be made any addition or alternation or construction or permanent nature in the 'The said SHOP ROOM' or any part thereof affecting the R.C.C. structure or Brick wall or causing any damage to the building.

16. If INTENDING PURCHASER wants to change any finishing materials specified by DEVELOPER, the entire cost of that materials including fitting & fixing the same should be borne by the Intending-Purchaser, and the Intending-Purchaser will not deduct any amount for the same.

17. All disputes and differences which shall at any time hereinafter arise between the parties hereto in respect of the construction of terms of the agreement or concerning anything herein contained or arising out of this agreement as to the right liabilities or duties of the parties hereto whether during the subsistence or after termination of this agreement the same shall be referred to the joint arbitration of two arbitrators one each to be appointed by the Developer And Intending Purchaser as per provision contained in Arbitration Act.
18. The INTENDING PURCHASER shall have the right and liberty to transfer sell, assign, mortgage, lease or let out his interest in the area 'The said SHOP ROOM' which is purchased by him through registered deed of sale or registered instrument after paying full consideration amount.
19. The parties hereto undertake to be kept indemnity each other against any loss and damage suffered by either parties.
20. The Intending Purchaser hereby covenants to keep from time to time and at all times, the walls, sewerage drains pipes and other fitting and fixtures and appurtenances thereto in good working condition and in good tenantable repair and conditions and in particular to support and protect the parties of the building.
21. The Purchaser shall not be entitled to make any partition by metes and bounds in respect of the shop or space purchased by him.
22. The open areas in the premises as well as Building excluding the building which are not required for ingress or egress to and from 'The said SHOP ROOM' and/or space or for the utilities to 'The said SHOP ROOM' will be the exclusive property of the Developer and/or OWNER of the 'Deed of Development Agreement' with absolute right to sell, transfer and to dispose of the same or any part thereof and the

Intending Purchaser shall have no claim over the same or by any part thereof.

23. Intending Purchaser agrees and undertakes to become a member of the Association of all members of the Building to be formed and shall in such case sign and execute all necessary papers and be bound by all the rules and regulations of the said Association will be by the Intending Purchaser with the co-owners.

THE INTENDING PURCHASER HEREBY UNDERTAKES COVENANTS –

- A. The Intending Purchaser shall not use and/or run business or activity in any form and in any manner which is unlawful or forbidden by Law in force.
- B. The Intending Purchaser shall not run business of such articles and/or commodities which is highly inflammable, liquor shop, massage parlor, Spa, such articles or commodities which may cause health hazard and the Intending Purchaser shall not run manufacturing unit over 'The said SHOP ROOM'

FIRST SCHEDULE

District Purulia, P. S. Purulia Town, Mouza Purulia, J. L. No. 292, Khatian No. 1858, R.S. Plot 9897 measuring an area of 4 cuttaks and 3 Chhataks (Approx).

And is Bounded By:

North: House of Shambhu Agarwal,

South: Land of Avijit Karmakar,

East: Ramcharan Babu Lane,

West: House of Jagannath Hazra.

With proposed Multistoried building under the name and style
.....

SECOND SCHEDULE :-

All that piece and parcel of 'The SHOP ROOM' measuring
.....Sft. (Super Built Area which only means and includes
proportionate share in common area, common passage and entrance of
the floor wherein the shop-room situates) more or less i.e builtup area
is Sft. plus% common area, common passage and
entrance on the floor being on the _____ side
situated at of Purulia Municipal ward No.
together with undivided proportionate share of land underneath as
described in Schedule 'A' below along with right of user of the
common areas and facilities of the commercial portion of the Building
with the sole exclusively, transferable and irrevocable right to use the
'The SHOP ROOM' together with the right of ingress thereto and
egress, there from through entrance.

In witness whereof the parties hereto execute this Agreement
on the day, month and year first above written.

Witness

Signature of First Party –
DEVELOPER

Signature of Second Party –
INTENDING PURCHASER