

AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE made on this day of, 2019 (Two Thousand Nineteen) **BETWEEN MR. SIRAJ KHAN**, PAN AEWPK6148M, AADHAAR No.697890390575, aged about – 50 years, son of Jalil Khan, by faith – Muslim, Nationality - Indian, by occupation –Business, residing at Village – Santipur, P.O. Mecheda, P.S. Kolkaghat, District – Purba Midnapur, PIN 721 137, represented by the constituted attorneys, namely, 1. **MR. SANJAY KUMAR PARAKH**, PAN AESPP2047J, AADHAAR No. 984449867573, aged about – 50 years, son of Mr. Sampat Mal Parakh, by faith – Hindu, Nationality - Indian, by occupation – Business, residing at residing at 24, Lee Road, Kolkata – 700 020 and 2. **SRI PRAKASH CHAND KOTHARI**, PAN AAUPK1462A, AADHAAR No. 665622627577, aged about – 55 years, son of Late Bahadur Singh Kothari, by faith – Hindu, Nationality -

Indian, by occupation –Business, residing at 24, Lee Road, Post Office & Police Station Bhawanipore, District – South 24Parganas, West Bengal, PIN 700020, the sole and only joint partners of **M/S. BANGBHUMI REALBUILDERS LLP**, PAN AAQFBS458F, A Limited liability Partnership Firm, having its registered office at 27, Skakespeare Sarani, in Front Building at 5th floor, P.S. Shakespeare Sarani, Kolkata – 700 017 and, thus, altogether called and referred to as the **OWNER / VENDOR** (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his heirs, successors, executors, legal representative, administrators and assigns) of the **FIRST PART**

AND

SRI/SMT., PAN No., AADHAAR No., aged about years, son / daughter / wife of Sri / Late....., by faith -, by nationality – Indian, Occupation....., residing at, Post Office....., Police Station, District, PIN, - hereinafter called and referred to as the **'ALLOTTEE' / 'PURCHASER'** (which term and expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his/her heirs, successors, executors, legal representatives and assigns) of the **SECOND PART**

AND

M/S. BANGBHUMI REALBUILDERS LLP, PAN AAQFBS458F, A Limited liability Partnership Firm, having its registered office at 27, Skakespeare Sarani, Front Building at 5th floor, P.S. Shakespeare Sarani, Kolkata – 700 017, represented by its sole and only joint partners, namely, 1. **MR. SANJAY KUMAR PARAKH**, PAN AESPP2047J, AADHAAR No 984449867573, aged about – 50 years, son of Mr. Sampat Mal Parakh, by faith – Hindu, Nationality - Indian, by occupation –Business, residing at residing at 24, Lee Road, Kolkata – 700 020 and 2. **SRI PRAKASH CHAND KOTHARI**, PAN AAUPK1462A, AADHAAR No 665622627577, aged about – 55 years, son of Late Bahadur Singh Kothari, by faith – Hindu, Nationality -

Indian, by occupation –Business, residing at 24, Lee Road, Post Office & Police Station Bhawanipore, District – South 24Parganas, West Bengal, PIN 700020, hereinafter called and referred to the **PROMOTER / CONFIRMING PARTY** (which expression shall unless excluded by or repugnant to the context be deemed to mean and include its partners, successors-in-office, executors, administrators, legal representative and assigns) of the **THIRD PART**

Significantly said owner / vendor, said allottee / purchaser and said promoter / confirming party shall hereinafter collectively be referred to as the ‘parties’ and individually as a ‘party’.

WHEREAS the owner / vendor (for the sake of brevity hereinafter called and referred to as ‘**said owner**’) owns, acquires, seizes, possesses and otherwise well and sufficiently entitled to, solely and absolutely, by way of purchase by several registered deeds-of-conveyance, all executed and registered in office of the District Sub registrar – I, Purba Midnapore, **ALL THAT** the pieces and parcels of land containing an area altogether admeasuring by an estimation 1.4926 Acres or be the same a little more or less, lying and situated at Mouza – Padumbasan, P.S. Tamluk, J.L. No. 144, District – Purba Medinipur, comprised in (1) **R.S. Dag No. 405** in R.S. Khatian No. 303, (2) **R.S. Dag No. 420** (3) **R.S. Dag No. 421** both in R.S. Khatian No. 63/1, (4) **R.S. Dag No. 416**, (5) **R.S. Dag No. 417**, (6) **R.S. Dag No. 418**, (7) **R.S. Dag No. 419**, all appertaining to R.S. Khatian No. 885, (8) **R.S. Dag No. 408**, (9) **R.S. Dag No. 409**, both in R.S. Khatian Nos. 656 and 662 which, subsequently, in L.R. Operation, made under the West Bengal Land Reforms Act, 1955, renumber as (1) **L.R. Dag No. 4424** in L.R. Khatian No. 8797, area 0.0100 Acre out of total area 0.0900 Acre, (2) **L.R. Dag No. 4425** in L.R. Khatian No. 8797, area 0.0725 Acre out of total area 0.1450 Acre, (3) **L.R. Dag No. 4426** in L.R. Khatian No. 8797, area 0.1401 Acre out of total area 0.1401 Acre, (4) **L.R. Dag No. 4427** in L.R. Khatian No. 8797, area 0.1500 Acre out of total area 0.1500 Acre, (5) **L.R. Dag No. 4433** in L.R. Khatian No. 8797, area 0.5100 Acre out of total area 0.5100 Acre, (6) **L.R. Dag No. 4434** in L.R. Khatian No. 8797, area 0.4800 Acre out of total area

0.5100 Acre, and , (7) **L.R. Dag No. 4436** in L.R. Khatian No. 8797, area 0.1300 Acre out of total area 0.1400 Acre which more fully and particularly described and mentioned in the **FIRST SCHEDULE** hereunder written and for the sake of brevity hereinafter referred to as '**said land**'. For convenient of the parties hereto, the particulars of deeds-of-conveyance by which the said owner has purchased the said land also mentioned serially in the Table below:-

Sl. No.	Deed No. & Date	R. S. Dag	R.S. Khatian	L.R. Dag	L.R. Khatian	Purchased area in Dec.
1	7815:18.11.14	405	303	4436	8797	2.5
2	2912:14.07.14	420 & 421	63/1 63/1	4424 4425	8797	1.0 7.25
3	5715:29.08.14	416 & 417	885	4426	8797	2.50
4	5716:29.08.14	416 & 417	885	4426	8797	2.50
5	3634:29.08.14	416 & 417	885	4426	8797	5.00
6	5671:28.08.14	418 & 419	885	4427	8797	5.00
7	3661:28.08.14	418 & 419	885	4427	8797	5.00
8	448:20.01.14	405, 408 & 409	656 & 652	4434 & 4433	8797	22.31
		405,408 & 409	656 & 652	4434 & 4433	8797	6.380
		405, 408 & 409	656 & 652	4434 & 4433	8797	22.312
9	5667:28.08.14	409	656	4433	8797	15.667
10	3633:28.08.14	409	656	4433	8797	15.667
11	6504:29.08.16	405	303	4434 & 4436	8797	3.00
12	6502:29.08.16	405	303	4436	8797	4.50
13	6503:29.08.16	405	303	4436	8797	4.00
14	5982:11.08.16	418 & 419	885	4427	8797	5.00
15	5983:11.08.16	416 & 417	885	4426	8797	2.50
16	5985:11.08.16	416 & 417	885	4426	8797	2.50
17	5870:08.08.16	409	656	4433	8797	15.667

AND WHEREAS said owner mutated and recorded his name in respect of the said land in the record-of-rights prepared under the relevant provisions of law particularly under section 50 of the West Bengal Land Reforms Act, 1955, thereby, a separate L.R. Khatian has been opened in his name being **L.R. Khatian No. 8797** (hereinafter referred to as '**said L.R. Khatian**') containing the said land. **A photocopy of said L.R. khatian is appended hereto** being part and parcel of this agreement-for-sale (hereinafter referred to as '**said agreement**').

AND WHEREAS said owner has paid up-to-date Khazana in respect of said land as payable to the Collector, Purba – Medinipur through the Block Land and Land Reforms Officer, Tamruk also has paid current Tax as payable to the Municipality against proper receipts and acknowledgements discharged and issued by said respective state authorities and local body. **Photocopies of said Khazana and Tax receipts are appended hereto** being part and parcel of this agreement.

AND WHEREAS the **District Land & Land Reforms Officer**, Purba Medinipur by Order No. 1266 dated 11.05.2017 has **accorded permission** to the First Part, **under Section 4C** of the West Bengal Land Reforms Act, 1955, to convert said land into Residential-cum-Commercial Complex. **Photocopy of said 'permission for conversion' is appended hereto** being part and parcel of this agreement.

AND WHEREAS the **Chief Executive Officer, Haldia Development Authority** also **granted permission vide** Memo. No. 2113 (112) / HDA / VII / L-53 / II (P-II) dated 19.01.2017, made under Section 46 of the West Bengal Town and Country (Planning and Development) Act, 1979, to the owner to develop said land for either commercial or residential or for both uses. **Photocopy of said 'permission for conversion' is appended hereto** being part and parcel of this agreement.

AND WHEREAS said land thus became free from all encumbrances, charges, liens, lispendens, acquisitions, requisitions trusts of whatsoever and

howsoever nature and in the manner aforesaid said owner could have established good marketable title over said land having constructive peaceful possession. Said land also became fit and suitable in all respect for constructions of buildings for either commercial or residential uses or both.

AND WHEREAS by desiring to develop said land into a multi-storied residential-cum-commercial complex by joint venture the owner approached and requested the Promoter / Confirming Party (for the sake of brevity hereinafter called and referred to as '**said Promoter**') to develop the said land into a multi-storied residential-cum-commercial complex (for the sake of brevity hereinafter referred to as '**said Complex**') by joint venture.

AND WHEREAS by responding to and accepting aforesaid proposal and offer of the owner, said promoter was agreed to develop said land into said complex. Subsequently said owner and said promoter executed and entered into a 'Development Agreement' (for the sake of brevity hereinafter called and referred to as '**said development agreement**') which was registered with the A.R.A. III, Kolkata on 28th day of February, 2017 and has been recorded in Book No. I, Volume No. 1903-2017, Pages from 12749 to 12816, Being No. 190300375 for the year 2017. Simultaneously said owner executed and grant a power-of-attorney (for the sake of brevity hereinafter referred to as '**said power-of-attorney**') by empowering and lawfully authorising said promoter to do and perform all deeds, functions, works and activities as to be required and essential for development of said land into a residential-cum-commercial complex. Said power-of-attorney also was registered with the ARA III, Kolkata on the same day which has been recorded in Book No. IV, Volume No. 1903-2017, Pages from 26570 to 26600, Being No. 190301054 for the year 2017. **Photocopies of said 'development agreement' and 'power-of-attorney' are appended hereto** being part and parcel of this agreement.

AND WHEREAS said developer got the building plans sanctioned on 19. 12. 2017 (hereinafter referred to as '**said sanctioned plan**'), granted by the sole and only competent authority in Tamralipta Municipality. **Photocopy of said**

'sanctioned plan' is appended hereto being part and parcel of this agreement.

AND WHEREAS said promoter, meanwhile, started works towards development of said land particularly by way of constructions of buildings for commercial and residential uses in the complex in strict compliance with said sanctioned plans phase wise comprising several / multiple Blocks each having separate identifications specifying thereby necessary various markings (for sake of brevity hereinafter referred to as **'said Designated Blocks'**) whereof each said Blocks having separate different single units for uses exclusively for persons individuals in the manner as specified as aforesaid, viz., either for commercial or residential purposes (for sake of brevity hereinafter referred to as **'said Designated Unit'**) by payments of due considerations to the promoter.

AND WHEREAS essentially the garages or car-parking-spaces in the complex shall be sold to persons interested by the promoter on receipt of due considerations to the tune of a sum of Rs...../- (Rupees Only) each from interested persons and, in that event, the persons shall own and acquire either a flat or commercial space being single unit along with a garage by payments of said due considerations to the promoter, he or she will be treated and differentiated as holding, owning and acquiring **'a complete unit'** in the complex.

AND WHEREAS admittedly and it is the matter of both record and fact that the owner shall be wholly and all the times represented lawfully by the promoter particularly regarding development of said land and till completion of the complex with obtaining due completion certificate from the competent authority in the concerned municipality also with delivery of possessions of all designated units and other complete units in the complex by selling those to the prospective and intending buyers or purchasers by executions of due deeds or Indentures-of-conveyance to be registered by the competent Registering Authorities under the law positively on receipt of total considerations as fixed specifically aforesaid for said each designated unit

and other complete units along with, definitely where it will be applicable, on receipt of considerations against purchase of garages by the prospective buyers or intending purchasers.

AND WHEREAS thus the promoter is enough competent and sufficiently entitled to enter into and execute agreements for sale in respect of said designated units and other complete units with prospective and intending buyers and purchasers on receipt of due considerations as specifically fixed aforesaid also is lawfully entitled to sell said designated units and other complete units in the complex to the buyers or purchasers by due processes of laws particularly by causing registrations of deeds and Indentures-of-conveyance which to be registered by the competent Registering Authorities.

AND WHEREAS it is also agreed and decided by both owner and promoter that pursuant to or by responding to the owner's willingness and desire, the promoter shall, authoritatively, sell designated units and other complete units out of or within owner's allocation to the intending buyers at the prices or considerations which shall be fixed and determined amicably with due discussions and consultations as and when shall be required otherwise, in absence of such discussions or consultations, the promoter shall have the discretionary powers and authority to settle the matters regarding determination or fixation of prices and considerations of designated units and other complete units out of or within owner's allocation.

AND WHEREAS essentially, sale-deeds and all documents which shall be required to complete the project and sale-processes in said complex covering or including both owner's allocation and promoter's allocation, shall be prepared, finalized and thereafter placed, submitted to concerned competent authorities in both central and state government authorities or concerned competent authorities in respective departments under both central and the state government for their approvals, according required permissions, necessary sanctions which covers placements or submissions of various documents, deeds particularly agreements-for-sale and deeds-of-conveyance for registrations by the competent Registering Authorities. Also essentially, in

all cases, all costs of registrations, that is, Stamp Duty, Registration Fees, other supplementary or subsidiary charges, costs and expenses including charges towards preparation of various legal documents, deeds and other documents shall be borne, exclusively, entirely and solely by the purchasers.

AND WHEREAS said owner and said promoter both were agreed on the point or issue that the purchasers shall be given photocopies of said development agreement and said power-of-attorney at the time of entering into agreement for sale to enlighten and inform them detail about the complex besides for their awareness regarding or as to the responsibilities and liabilities of said owner and promoter which categorically distinguished therein.

AND WHEREAS the Allottee / Purchaser (for the sake of brevity hereinafter called and referred to as '**said purchaser**') by desiring and sincerely willing to own and acquire by way of purchase by due processes of law or laws said designated unit / said complete unit in said complex met said promoter for collection the photocopies of all necessary papers, documents and records for their study, scrutiny and verifications satisfactorily also to cause all necessary searches in the concerned offices under both central and state government which include offices and departments of concerned statutory authorities and local bodies also to pursue necessary searches in concerned competent courts-of-law for sureness and for acquiring enough knowledge and to become acquainted sufficiently about the marketable title of said land besides to judge the perfectness in the light and consideration of all legal aspects relating to said complex as undertaken by the said promoter.

AND WHEREAS upon prima facie satisfaction on the approach and request of the purchaser, the said promoter handed over and supplied said purchaser photocopies of all relevant records, documents and papers relating to said land and complex.

AND WHEREAS upon thorough searches of the documents and records as supplied by said promoter as aforesaid to said purchaser also after causing necessary investigations and enquiries about the marketable title of said land and being well acquainted as to all legal aspects which seemed perfect and

sufficiently satisfactory to said purchaser, he/she became agreed and desirous to purchase **ALL THAT** the flat / commercial unit / along with garage as specifically mentioned and marked in the plan as annexed hereto being said designated unit / said complete unit situated and lying at Floor, Block - , floor carpet area of Square Feet in said complex, viz. **'Tamluk Downtown Enclave'** Together With the undivided proportionate variable share in the common parts, portions, areas, facilities, privileges, advantages, benefits and amenities in said complex **TOGETHER WITH** the undivided proportionate variable impartible share in said land underneath said complex attributable thereto which, for the sake of brevity, hereinafter referred to as **'said Designated Unit'** / **'said complete unit'** which more fully and particularly described and mentioned in the **'SECOND SCHEDULE'** hereunder written, at and for a total consideration of a sum of Rs...../- (Rupees..... Only) being the proportionate cost of constructions together with the cost of undivided proportionate ownership, variable, impartable shares in common areas, common privileges with other common advantages, benefits, entitlements, amenities and things and places of enjoyments in said complex.

AND WHEREAS by responding to said request of said purchaser, the said promoter has been agreed to sell said designated unit / said complete unit unto and in favour of said purchaser at and for total consideration of a sum of Rs...../- (Rupees..... Only).

AND WHEREAS the parties hereby confirm that they are signing this agreement with full knowledge of all the laws, rules, regulations, notifications and all other relevant circulars in the nature of instructions as issued by way of orders made by the concerned competent authorities in both central and state government departments including statutory authorities and authorities in local body or bodies.

AND WHEREAS the parties, further, relying upon the confirmations, representations and assurances of each other to faithfully abide by all the

terms, conditions and stipulations as contained in this agreement and all applicable laws, are now willing to enter into this agreement on the terms and conditions appearing hereinafter.

NOW THEREFORE in consideration of the mutual representations, covenants, assurances, promises and agreements as contained herein and other good and valuable considerations, the parties agree as follows:-

1. **DEFINITIONS:-**

- 1.1 **'Act'** means the West Bengal Housing Industry Regulation Act, 2017 (West Bengal Act XLI of 2017);
- 1.2 **'Rules'** means the West Bengal housing Industry Regulation Rules, 2018 made under the West Bengal Housing Industry Regulation Act, 2017;
- 1.3 **'Regulations'** means the Regulations under the West Bengal Housing Industry Regulation Act, 2017;
- 1.4 **'section'** means a section of the Act.

2. **TERMS:-**

2.1 **Said designated unit / said complete unit:-**

Subject to the terms and conditions as mentioned and recorded in detail in this agreement, said promoter who is also representing said owner hereby agrees to sell to said purchaser while said purchaser hereby agrees to purchase **ALL THAT** the flat / commercial unit / along with garage as specifically mentioned and marked in the plan as annexed hereto being said designated unit / said complete unit situated and lying at Floor, Block - , floor carpet area of Square Feet in said complex, viz. **Tamluk Downtown Enclave** Together With the undivided proportionate variable share in the common parts, portions, areas, facilities, privileges, advantages, benefits and amenities in said complex **TOGETHER WITH** the undivided proportionate variable impartible share in said land underneath said complex attributable thereto which, for the sake of brevity, hereinafter referred to as **'said Designated Unit' / 'said complete unit'** which more fully and particularly described and mentioned in the **'SECOND SCHEDULE'** hereunder written.

2.2 Total consideration:-

Total consideration of said designated unit / said complete unit is fixed at the sum of Rs...../- (Rupees..... Only).

2.3 Payment in part on or before execution of this agreement:-

Out of said total consideration being the sum of Rs. -----/- (Rupees -----Only), said purchaser has paid on or before execution and entering into this agreement, to the promoter who is also representing said owner, a sum of Rs. -----/- (Rupees -----Only) being part of said total consideration which by receiving in full in the manner mentioned in the **'Memo of Consideration'** as appended hereunder, said promoter as statutory compulsion or mandatory obligation doth issue to said purchaser proper receipt as well as due acknowledgement.

2.4 Pattern of instalment payments:-

Parties agreed that the balance sum of Rs. -----/- (Rupees -----Only) shall be paid by said purchaser to said promoter by instalments strictly in following manner:-

Sl.	Payment particulars	Amount
1	20% of the consideration as earnest money at or before the execution hereof;	Rs..... /-
2	10% of the consideration as further earnest money within 7 days on the casting of Ground Floor of the Designated Block;	Rs..... /-
3	10% of the consideration as further earnest money within 7 days on the casting of 1st Floor of the Designated Block;	Rs..... /-
4	10% of the consideration as further earnest money within 7 days on the casting of 2nd Floor of the Designated Block;	Rs..... /-
5	10% of the consideration as further earnest money within 7 days on the casting of 3rd Floor of the Designated Block;	Rs..... /-
6	10% of the consideration as further earnest money within 7 days on the casting of 4th Floor of the Designated Block;	Rs..... /-
7	5% of the consideration as further earnest money within 7 days on the Completion of brickwork of the Designated Unit;	Rs..... /-

8	5% of the consideration as further earnest money within 7 days on completion of inside plaster of the Designated Unit;	Rs..... /-
9	5% of the consideration as further earnest money within in 7 days on completion of outside plaster of the Designated Unit;	Rs..... /-
10	15% of the consideration being the balance consideration at the time of taking possession of the Designated Unit on execution and registering the deed-of-conveyance.	Rs..... /-

2.5 **Extra payments:-**

Said Purchaser shall, in addition to the consideration mentioned herein, pay to said promoter the non refundable amounts on several heads or accounts which envisaged and categorically mentioned hereunder and reads as follows:-

The Purchaser shall pay to the Developer the following amounts:

- (i) Towards purchaser's share of the costs, charges and expenses for procuring electricity connection by way of Transformer, Electric Sub-station for the complex being the sum of Rs.50/- (Rupees Fifty) per Sq. Ft.
- (ii) Towards the purchaser's share of the costs, charges, expenses for common generator and its accessories and providing for supply of power of about 1 KW there from to the said designated unit during WBSEDCL power failure, being the lump-sum of Rs.25,000/- (Rupees Twenty Five Thousand) only.

2.6 **Further payments / additional payments by purchaser to promoter:-**

In addition to the above specified amounts, said purchaser shall also pay to said promoter the following amounts:-

- i. Proportionate share of any costs, charges, expenses in case for setting up or providing any additional or extra common area or installations in variation and/or addition to those provided to all and every designated units/complete units.

ii. Legal and documentation charges as shall be decided by the parties mutually which shall be paid on or before the date of taking possession of said designated unit/said complete unit when the deed-of-conveyance shall be executed and registered by the competent registering authority whereof or when entire costs of registration of every nature and kind including payment of Stamp Duty, Registration Fees, payable to the government by due processes of law shall entirely be paid and must be borne by purchaser. .

iii. All stamp duty, registration fees and allied expenses on execution and registration of this agreement shall also be borne by the purchaser entirely and solely.

iv. Security Deposit and the expenses as may be required by WBSEDC Limited or other electricity provider for individual meter in respect of the designated unit / complete unit directly with WBSEDC Limited or other provider and proportionate share of the security deposit in respect of the common meter/s in respect of the common areas and Installations.

v. Any additional or increased Fees and expenses, if any, payable to any authority linked with governments both in central and state and statutory bodies towards Sale / Transfer / Permission Fees.

vi. Proportionate share of costs, charges and expenses in respect of additional fire safety measures if required to be undertaken due to any subsequent legislation / government order or directives or guidelines or if deemed necessary by the promoter beyond the present provision of providing electric wiring in each designated unit / complete unit and firefighting equipment in the common areas only as prescribed in the existing fire fighting code / regulations.

vii. GST or any other statutory charges / levies if applicable and payable on construction of said designated unit / said complete unit or on the transfer thereof and / or on any amount or outgoing (including

Maintenance Charges) payable by the purchaser in respect of said designated unit / said complete unit.

viii. Taxes, levies, betterment fees, development charges etc., under any statute or rules and regulations payable to the central or state authorities whatever may be on said designated unit / said complete unit or on said land and / or said complex or on the construction or transfer of said designated unit / said complete unit envisaged hereunder payable by the purchaser wholly if the same relates to said designated unit / said complete unit and otherwise proportionately.

2.7 Receipts as evidence:-

All payments shall be made by the purchaser against proper receipts shall be issued by said promoter and the purchaser shall not be entitled to claim nor to set up any oral evidence regarding the payment and due performance and observance of the terms and conditions of this agreement.

2.8 Receipts by promoter:-

The promoter has been empowered and authorized under said development agreement and power-of-attorney to receive said total consideration also all extras and additional or other deposits payable by said purchaser in the manner aforesaid by issuing or giving proper receipts / acknowledgements.

2.9 Time essence:-

Time for payment of all or any amounts payable by the purchaser to the promoter as particularly mentioned hereinabove shall be treated and defined as essence to the contract.

2.10 Interest on dues:-

In case the purchaser commits any delay or default in payment of any installments as particularly mentioned hereinabove, or in payment of any amount on account of 'extras' or 'additional deposits' within the stipulated

period or dates, in that event the purchaser shall, without prejudice to the other right or remedies available to said developer, said purchaser shall be bound to pay interest @5% per month on the amount for which he / she will be found default for the period of delay or default.

2.11 Common area and Installations:-

i. The designated unit shall contain certain common areas and installations as specified in **SI. A** of **PART-I** of the **THIRD SCHEDULE** hereunder written (subject to such variations as the developer may from time to time make therein as hereinafter contained) and which said purchaser shall have the right to use in common with the owner and the developer and other co-owners of other designated units / complete units in said complex. Said complex shall also contain certain common areas and installations as specified in **SI. B** of **PART-I** of the **THIRD SCHEDULE** hereunder written (subject to such variations as the developer may from time to time make therein as hereinafter contained) in which the purchaser shall have the right to use said common areas with owner, promoter, other persons permitted by the promoter and the co-owners in said complex. Subject to said purchaser's not committing any default in payment of the taxes and outgoings or in observance of the rules and regulations framed by the promoter from time to time (including those mentioned in the **FIFTH SCHEDULE** hereunder written), the purchaser shall have the non-exclusive right to use such common areas and installations as are necessary for the beneficial use and enjoyment of said designated unit / said complete units in common with the promoter, owner, other persons permitted by the promoter and the owner and co-owners in said complex subject to the terms and conditions contained herein.

ii. Save those mentioned in **PART - I** of the **THIRD SCHEDULE** hereunder written and those that the promoter may hereafter modify or alter in writing, no other part or portion of said designated unit / said complete unit in said complex shall be or to be claimed part of the common areas

and Installations by the purchaser either independently or in common with any other co-owners. In particular and without prejudice to the generality of the foregoing provisions of this clause, the parking spaces shall not be nor be claimed to be part of the common areas and Installations notwithstanding the costs, charges and expenses in respect thereof forming part of the common expenses.

iii. As regards the common areas and Installations, the promoter shall be entitled at its sole discretion:-

a. to erect, install and / or operationalize the common areas and installations which are or shall be common to said designated unit / said complete unit and other new buildings under constructions or to be constructed hereafter in phases and gradually;

b. until completion of constructions of buildings in said complex or until such earlier time as the promoter may deem fit and proper, to allow or permit only provisional and / or partial use of any of the common areas and installations;

c. to change the location, dimension, capacity or any other physical or in-built specifications of any common areas and Installations which are or shall be common to said designated unit / said complete unit and / or the buildings in said complex and from time to time to shift any such common area or Installation into any of the new buildings or other portions of the buildings in said complex;

d. it is expressly agreed and clarified that the use of the common areas and Installations shall be done by said purchaser using due care and caution and the role of the promoter shall be only to provide the initial infrastructure of the common areas and Installations as per the specifications mentioned in **PART-I** and **PART-II** of the **THIRD SCHEDULE** hereunder written. Said purchaser shall not hold either owner or promoter liable in any manner for any accident or damage while enjoying the common areas and Installations by said purchaser or his /

her family members or any other person or persons having relation with him / her;

e. in addition to those specified herein, the promoter shall be entitled to frame all other necessary rules and regulations in connection with the use of the common areas and Installations by the purchaser and the other co-owners from time to time which shall be abided by and observed, fulfilled and performed by the purchaser and automatically form part of the rules and regulations;

f. said purchaser shall not be entitled to make any claim or objection to the temporary closure or non availability of any of the common areas and Installations or any temporary inconvenience or obstruction in the use of said designated unit / said complete unit and / or the common areas and Installations to facilitate any repair, replacement, maintenance, shifting, relocating, change of capacity, dimension, physical or in-built specifications or any other addition or alteration to any of the common areas and Installations.

2.12 Construction and delivery:-

i. The sale of said designated unit / said complete unit shall be constructed and completed by the promoter in the manner and to the extent mentioned in this agreement. The sale of said designated unit / said complete unit shall be together with the fittings and fixtures affixed thereto by the promoter as per the agreed specifications.

ii. The construction of said designated unit / said complete unit is intended to be carried out by the promoter in accordance with the specifications mentioned in **PART-II** of the **THIRD SCHEDULE** hereto and, subject to force majeure, shall be completed within the period of 42 months.

2.13 Time of delivery of possession of designated unit/complete unit:-

Subject to force majeure, possession of designated unit/complete unit shall be delivered within 42 months from the date of execution or signing and / or registration of this agreement.

2.14 Notice for delivery of possession of designated unit / complete unit:-

i. Upon constructing and completion of construction of said designated unit / said complete unit as per the said specifications, said promoter shall issue a 'Notice for possession' to said purchaser requesting him/her to take possession of said designated unit / said complete unit and within 15 days of said promoter's issuing said notice for possession, said purchaser shall take possession of said designated unit / said complete unit upon making payment of all dues as particularly and categorically mentioned hereinabove including those payments of considerations on account of 'extras' and 'additional deposits'.

ii. Before issuing the 'Notice for possession', said promoter shall provide temporary or permanent connection of water, electricity, sewerage and drainage in or for said designated unit / said complete unit and obtain the 'Completion Certificate' from the Architect and statutory authority in the state government and local body. However said purchaser shall not make any claim or dispute against said owner or said promoter in case they postpone or delay the constructions of any other buildings in other designated blocks or part thereof upon said land.

iii. In case said purchaser fails to take possession of said designated unit/said complete unit within 30 days of said promoter's issuing the 'Notice for possession', said purchaser shall be liable to pay a pre-determined compensation to the developer by way of holding charges of Rs. 5/- (Rupees five only) per square feet of the carpet area of said designated unit / said complete unit per month from the material date of default till the purchaser takes such possession. This shall be in addition to the other applicable interests and taxes and outgoings payable by the purchaser as hereinbefore and hereunder written and also without

prejudice to the other rights remedies and claims available to said promoter and said owner.

iv. Said purchaser shall not in any manner cause any objection, obstruction, interference, impediment, hindrance or interruption at any time hereafter in the construction, addition, alteration and completion of constructions of buildings in designated blocks or any part thereof in said complex even shall not create any temporary obstruction or make any disturbance in enjoying co-owners the common areas and Installations).

2.15 Fittings and Fixtures:-

Except those provided by the promoter, all fit outs to be put-up, erected and installed at or inside said designated unit / said complete unit including the interior decoration shall be done and completed by the purchaser at his / her own costs and expenses. In doing and carrying out the said fit out works, said purchaser shall be obliged to adhere to the following:

- i. no work shall be commenced before the date of purchaser's taking possession of said designated unit / said complete unit upon receiving the notice for possession in terms hereof;
- ii. all works shall be done in a good and workman-like manner and without violating any laws, rules or regulations of the municipal or statutory bodies including Fire Rules and other Central and State laws and rules and strictly avoiding minimum noise and said purchaser shall ensure that there is no disturbance or annoyance to the other co-owners;
- iii. said purchaser shall ensure that there shall be no stacking of debris or materials and / or any sort of Installations in the common areas and there shall be regular clearing of all debris arising out of the fit out works;
- iv. said purchaser hereby unequivocally and categorically undertakes not to drill, break, maim, hammer or in any way damage or destroy

the beams and columns in the floor, ceiling and walls of said designated unit / said complete unit;

v. said purchaser shall be responsible for all consequences, losses of life and property, damages or accidents that may occur due to breach or default on the part of the purchaser in carrying out any condition and stipulation mentioned herein;

vi. furthermore and without prejudice to the generality of the foregoing guidelines and precautions it is expressly agreed that in case any structural defect in the construction or in the materials used or if any purported unauthorized or unlawful change in the construction of said designated unit/said complete unit is noticed by the purchaser, he/she shall immediately bring the same to the notice of the promoter and unless the purported defect or change has arisen due to any act or omission on the part of the purchaser or its agents and the Architects certifying the same as such and also certifying that the same is a defect or change, the promoter shall if so obliged and legally bound under any specific law in force and if the defect is possible to be rectified, the promoter shall take necessary steps to rectify the purported defects and in that case if the purchaser is found not responsible, he / she will not be charged similarly, if it is found that purchaser is any way responsible, he / she will pay reasonable charges as shall be fixed by the Architect by taking the purchaser in confident in doing so.

vii. notwithstanding anything elsewhere to the contrary contained in foregoing guidelines and cautions immediately preceding, it is expressly agreed and understood that in case the Purchaser, without first notifying the promoter and without giving to the promoter the opportunity to inspect, assess and determine the nature of the purported defect, alters the state and condition of the area of the purported defect or defects, then the promoter shall be relieved of its obligations aforesaid immediately preceding.

2.16 Completion of sale:-

The sale of said designated unit / said complete unit and its appurtenances shall be completed by executing a deed-of-conveyance by the owner and the promoter in respect thereof simultaneously with the purchaser's taking possession of said designated unit / said complete unit. In case of the purchaser's committing any delay or default in getting the deed-of-conveyance executed and registered, the purchaser shall be liable for all liabilities and consequences arising thereby.

2.17 Transfer of shares of proportionate undivided indivisible variable share in said land and common areas and installations:-

In case the laws for the time being in force require the sale of the said share in said land and / or proportionate undivided indivisible variable share in the area of common areas and installations to be carried out in favour of any '**Association**' or otherwise than to the purchaser, then the deed-of-conveyance in respect thereof shall be so executed and registered as per law.

2.18 Nomination or assignment of designated unit by the purchaser:-

i. The purchaser may, only after a period of 12 months from the date of execution of this agreement and that too upon taking prior written consent of the promoter and against payment of the sum mentioned hereinabove in advance to the promoter, shall be entitled to get the name of his / her nominee substituted in his / her place and stead in the records of the promoter subject to there being no restriction or prohibition under the laws for the time being in force and subject to the nominee expressly agreeing to comply with the terms, conditions, agreements and covenants contained hereinbefore and hereunder which shall thenceforth be observed fulfilled and performed by the nominee. Any such nomination shall be at the risk and costs of the

purchaser and / or the nominee and all stamp duty and registration charges, legal fees and charges and other outgoings as may be occasioned due to aforesaid nomination or transfer shall be payable by the purchaser or his / her nominee. Any tax, duty, imposition or levied including Income Tax, GST involving said designated unit / said complete unit shall be paid in advance to the promoter either by the purchaser or his / her nominee as they mutually shall settle. The owner and promoter shall have no liability in respect thereof.

ii. The purchaser or his / her nominee also shall pay to the developer a sum calculated @2% of the said 'Total Consideration' at which said designated unit / said complete unit shall be purchased by the nominee or transferee.

iii. The purchaser shall not be entitled to assign or transfer this agreement not before said period of 12 months from the date of execution hereof also not shall be permitted to let out, sell, transfer or part with possession of said designated unit / said complete unit at any time until all the amounts, charges, outgoings and dues payable by the purchaser to the promoter in respect of said designated unit / said complete unit are fully paid up and a 'No Dues Certificate' is to be obtained by the purchaser from the promoter.

2.19 Area calculation and variations:-

i. Carpet area of said designated unit / said complete unit shall mean the carpet area for the designated unit excluding the area covered by the external walls, areas under services shafts, and exclusive balcony but includes the area covered by internal partition walls of said designated unit / said complete unit.

ii. Balcony Area shall mean the net usable area of the exclusive covered balcony (if any) attached to said designated unit / said complete unit.

iii. The purchaser upon fully satisfied about the carpet area of said designated unit / said complete unit has been agreed to enter into this agreement for sale in respect of said designated unit / said complete unit. In case upon completion of construction or at any time theretofore, the carpet area of said designated unit / said complete unit is found to be more / less than the area mentioned in this agreement by 1% (one percent) then the price and other amounts payable by the purchaser to the promoter in terms hereof shall be increased / decreased on pro-rata basis.

iv. In case of any dispute between the parties, the Certificate of the Architect (appointed by the promoter) as regards the areas of said designated unit / said complete unit which includes Balcony and / or of the areas of the common areas and installations, shall be final and binding on the parties

v. The promoter shall, in its sole discretion, be entitled not to entertain any request for modification in the internal layout of said designated unit / said complete unit.

2.20 Common areas and installations at the 'designated block' where said designated unit / said complete unit situated:-

Particularly and in detail mentioned and described in Part - I of the Third Schedule hereunder written.

2.21 Common areas and installations at the complex:-

Particularly and in detail mentioned and described in Part - I of the Third Schedule hereunder written.

2.22 Specifications as regards constructions, fittings and fixtures as to be provided in said designated unit / said complete unit:-

Particularly and in detail mentioned and described in Part - II of the Third Schedule hereunder w-ritten.

2.23 Rules and regulations:-

Particularly and in detail mentioned and described in the Fourth Schedule hereunder written.

2.23 Registration liability of the purchaser:-

After balance payment in the manner aforesaid to the promoter the purchaser shall intimate the promoter about the date not less than seven (7) days before when he / she will be available and ready for registration of necessary deed-of-conveyance in respect of said designated unit / said complete unit. Accordingly the owner and promoter both shall execute the deed-of-conveyance by transferring the ownership of said designated unit / said complete unit in favour of the purchaser. The costs and expenses for or towards registration of deed-of-conveyance including payment of Stamp Duty, Registration Fees, legal and other charges shall be paid and solely borne by the purchaser.

2.24 Termination right of this agreement by owner and promoter:-

Upon the project is completed although the purchaser fails and neglects to pay the balance considerations to the promoter in that event the promoter shall have the right to terminate this agreement for sale and shall refund the purchaser the earnest money which he / she so far paid and deposited to promoter by deducting 15% money from said deposited earnest money being cost toward such litigation also for causing sufferings inter alia unnecessary harassment and business loss.

2.25 Purchaser's right to sue:

If the purchaser is ready and willing to complete the purchase and the owner and promoter doth fail and neglect to execute the deed-of-conveyance without any cogent or valid reason, the purchaser shall be at liberty to sue against the owner and promoter for breach of contract under Specific Performance of Contract Act in appropriate court-of-law to get necessary orders thereby required reliefs.

2.26 Covenants and representations of the owner and promoter:-

- i. The said land is free from all encumbrances, charges, liens, lispendens acquisitions, requisitions, attachments and trusts of whatsoever nature.
- ii. None except the Owner / Vendor has any right, title interest claim or demand of whatsoever nature over and in respect of the said land or any part or portion thereof.
- iii. There is no impediment legal or otherwise in the owner's or the promoter's transferring said designated unit / said complete unit in favour of the purchaser.
- iv. The said owner has marketable title in said land and in said designated unit / said complete unit.
- v. No part of the said land has been acquired or requisitioned by the Government of West Bengal or Central Government or any other statutory authority.
- vi. All rates, taxes and impositions in respect of the said land have been duly paid and discharged by the owner and promoter.
- vii. Till such time the owner and said promoter shall execute and register the deed-of-conveyance for the said designated unit / said complete unit in favour of the purchaser who has no fault of any kind, they shall not deal with, transfer, alienate or encumber said designated unit / said complete unit in any manner whatsoever.

2.27 Covenants and representations of the purchaser:-

Particularly and in detail mentioned and recorded in the Fourth Schedule hereunder written.

2.28 'Force Majeure':-

- i. The period for construction of said designated block and said designated unit / said complete unit follows delivery of possession of

said designated unit / said complete unit by the promoter to the purchaser and the compliance of all other relevant and required obligations by the promoter also by the owner shall always be subject to them or any of them not being prevented by Force Majeure. The time for compliance by the promoter and the owner as the case may be shall automatically get postponed by the duration of the Force Majeure event and its effects. Storm, tempest, fire, flood, earthquake and other acts of God or acts of governments in both central and the state or Statutory Body and / or Local Bodies etc., strike, riot, mob, air raid, any order of injunction by the courts or courts-of-laws or otherwise restraining or suspending development or construction at the said land or in said complex or in obtaining connections of the water, drainage, electricity or other connections by the any competent authority or authorities under the law or laws, scarcity of materials or equipments in the market and any other reasons which fall beyond the control of the promoter which all shall be included being Force Majeure which strictly shall the binding effect upon the parties.

ii. The purchaser agrees that, if as a result of (a) any legislation, order or rule or regulation made or issued by the government or any other authority or (b) any competent authority refusing, delaying, withholding, denying the grant of necessary approvals, permissions, clearances or certificates or there arising any matters or issues relating to such approvals, permissions, notices, notifications, or (c) force majeure condition, the continuance of the construction work is stopped or rendered not possible thereby leading to the delay in the delivery of the designated unit / said complete unit to the purchaser beyond 18 months from the stipulated date mentioned in this agreement, the promoter may, in its sole discretion, cancel this agreement and in such event the promoter shall be liable to refund to the purchaser only the consideration amount received by the developer from the purchaser without any interest or compensation whatsoever.

2.29 Adjudication of disputes:-

Should there be disputes and differences by and between the parties hereto in any way relating to or connected with said designated unit / said complete unit and / or this agreement and / or anything done in pursuance hereof, the same shall at first be tried to be resolved by the parties by mutual discussions and consultation. If such effort to mutually resolve the disputes fails then the disputes shall be referred for arbitration to Mr. Asok Kumar Bandyopadhyay, M.A., LL.B., Advocate having chamber at 'Olisa' Building (previously 'Delta' House), 2nd Floor, Room No. 204, Premises No. 4, Government Place (North), Kolkata - 700001. It is agreed by and between the parties hereto that the said Sole Arbitrator or the person as to be nominated by him shall have the power to pass and give, in case of any urgency of any of the parties, an interim order otherwise, final order and / or award. Thus adjudication of the disputes and differences between the parties shall be proceeded with as per the law. Alternatively, the Arbitration shall otherwise be governed by the provisions of the Arbitration and Conciliation Act, 1996 as shall be subsequently modified from time to time.

2.30 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. In case there be more than one purchaser, then notice to the first named purchaser shall be sufficient notice to all the purchasers.

2.31 Jurisdiction:-

Only the Civil Courts having territorial jurisdiction over the said premises 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.

THE FIRST SCHEDULE ABOVE REFERRED TO:-

(said land)

ALL THAT the pieces and parcels of land area containing an area altogether admeasuring by an estimation 1.4926 Acres, be the same a little more or less, lying and situated at Mouza – Padumbasan, P.S. Tamluk, J.L. No. 144, District – Purba Medinipur comprised in (1) R.S. Dag No. 405 in R.S. Khatan No. 303, (2) R.S. Dag No. 420 (3) R.S. Dag No. 421 both in R.S. Khatan No. 63/1, (4) R.S. Dag No. 416, (5) R.S. Dag No. 417, (6) R.S. Dag No. 418, (7) R.S. Dag No. 419, all appertaining to R.S. Khatian No. 885, (8) R.S. Dag No. 408, (9) R.S. Dag No. 409, both in R.S. Khatan Nos. 656 and 662 which, subsequently, in L.R. Operation under the West Bengal Land Reforms Act, 1955, converted and renumber as (1) L.R. Dag No. 4424 in L.R. Khatian No. 8797, area 0.0100 Acre out of total area 0.0900 Acre, (2) L.R. Dag No. 4425 in L.R. Khatian No. 8797, area 0.0725 Acre out of total area 0.1450 Acre, (3) L.R. Dag No. 4426 in L.R. Khatian No. 8797, area 0.1401 Acre out of total area 0.1401 Acre, (4) L.R. Dag No. 4427 in L.R. Khatian No. 8797, area 0.1500 Acre out of total area 0.1500 Acre, (5) L.R. Dag No. 4433 in L.R. Khatian No. 8797, area 0.5100 Acre out of total area 0.5100 Acre, (6) L.R. Dag No. 4434 in L.R. Khatian No. 8797, area 0.4800 Acre out of total area 0.5100 Acre, and , (7) L.R. Dag No. 4436 in L.R. Khatian No. 8797, area 0.1300 Acre out of total area 0.1400 Acre. And the said land is butted and bounded as follows:

On the North :

On the South :

On the East :

On the West :

THE SECOND SCHEDULE ABOVE REFERRED TO:-

(said Designated Unit/said complete unit)

ALL THAT said designated unit/said complete unit being Flat No., / Commercial Space identified as, in 1st/2nd/3rd/4th Floor in the lower ground + ground + 4 storied building in Designated Block Number - in said complex upon the said land described in the **FIRST SCHEDULE** hereinabove written with garage or car-parking in said complex particularly shown, marked in the plan appended hereto **TOGETHER WITH** the undivided proportionate variable share in the common parts, portions, areas, facilities, privileges, advantages, benefits and amenities in said complex **TOGETHER WITH** the undivided proportionate variable impartible share in the said land underneath the said lower ground + ground + 4 storied building, attributable thereto.

THE THIRD SCHEDULE ABOVE REFERRED TO:-

PART-I

1. Common Areas and Installations at the Designated Block:

- 1.1. Staircases, landings and passage and stair-cover on the ultimate roof.
- 1.3. Electrical wiring and fittings and fixtures for lighting the staircase, common areas, lobby and landings and operating the two lifts of the Designated Block.
- 1.4. Lifts, with machineries accessories and equipments (including the lift machine room) and lift well for installing the same in the Designated Block.

- 1.5. Electrical installations with main switch and meter and space required therefor.
- 1.6. Ultimate open to sky space on the ultimate Roof of the Designated Block subject to the exceptions and reservations contained in Clause 12 and its sub-clauses hereto.
- 1.7. Over head water tanks with water distribution pipes from such Overhead water tank connecting to the different Units of the Designated Block.
- 1.8. Water waste and sewerage evacuation pipes and drains from the Units to drains and sewers common to the Designated Block.
- 1.9. Such other areas, installations and/or facilities as the Developer may from time to time specify to form part of the Common Areas and Installations of the Designated Block.

2. Common Areas and Installations at said Complex:

- 2.1. Driveways and paths and passages at the said premises except those reserved by the Developer for exclusive use.
- 2.2. Transformer, Sub-station and Electrical installations and the accessories and wirings in respect of the Building Complex and the space required therefore, if installed.
- 2.3. Surveillance System in the entrance lobby of the New Buildings and any other place if so provided by the, Developer,
- 2.4. Underground water reservoir
- 2.5. Submersible Water pump with motor, with water distribution pipes to the Overhead water tanks of the New Buildings.
- 2.6. Municipal Water supply or Deep tube well for water supply.
- 2.7. Water waste and sewerage evacuation pipes and drains from the New Buildings to the municipal drains.

- 2.8. DG Set, its panels, accessories and wirings and space for installation of the same.
- 2.9. Community Hall, Gym, Games Room and other constructions, fittings and fixtures with equipments.
- 2.10. Boundary wall and gate and Security Gate House.
- 2.11. Such other areas, Installations and / or facilities as the developer may from time to time specify to form part of the common areas and Installations of the complex.

PART-II

Specifications as regards constructions of and fittings and fixtures to be provided in said designated unit / said complete unit

1. Structure:

RCC Superstructure.

2. Internal walls:

Cement plastering overlaid with Plaster-of-Paris.

3. Doors

Wooden door frame with flush door

4. **Windows:**

Sliding Alumin urn windows with large panes.

5. **Flooring**

- i. Vitrified tiles flooring in living/dining room and bedrooms.
- ii. Ceramic anti skit tiles in bathrooms

6. **Balcony:**

- (i) Decorative MS railings up to 3 Feet Height

(ii) Provision for full balcony grill (as per design approved by the developer) at extra cost.

(iii) Anti-skid Ceramic Floor Tiles

7. Kitchen:

(i) Granite top platform with stainless steel sink (ii) Ceramic tiles dado above platform

8. Toilets:

(i) Ceramic wall tiles up to door height.

(ii) Stainless steel CP fittings.

(iii) Western style WC in all bathrooms.

THE FOURTH SCHEDULE ABOVE REFERRED TO:-

(Covenants and representations of the purchaser)

1. The purchaser binds himself and covenants:

1.1. to use the designated unit / said complete unit only for the private dwelling and residence / commercial purposes in a decent and respectable manner and for no other purposes whatsoever without the consent in writing of the developer;

1.2. shall not do or permit to be done any obnoxious injurious noisy dangerous hazardous illegal or immoral activity at the designated unit or any activity which may cause nuisance or annoyance to the co-owners. It is expressly agreed that any restriction on the purchaser shall not in any way restrict the right of the promoter to use or permit any other co-owners in the designated block and other designated blocks;

1.3. unless the right of parking is expressly granted and mentioned in the Second Schedule hereunder written, the purchaser shall not park any

motor car, two wheeler or any other vehicle at any place in said complex nor claim any right to park in any manner whatsoever or howsoever;

1.4. in case the purchaser has applied for facility of parking motor car/two wheeler he / she must comply with the following conditions:-

i. the purchaser shall use the parking facility only for the purpose of parking of his / her medium sized motor car that could comfortably fit in the allotted parking space;

ii. no construction or storage of any nature shall be permitted on any parking space nor can the same be used for rest, recreation or sleep of servants, drivers or any person whosoever;

iii. the purchaser shall not park any vehicle of any description anywhere within the complex save only at the place, if agreed to be granted to him / her on sale;

iv. the purchaser shall not transfer, let out or part with the parking facility without written consent of the developer who simultaneously shall charge an amount as to be fixed at its sole discretion on account of such transfer of car parking space or facility;

v. in case the purchaser has not been agreed to be granted any parking facility, the purchaser shall not park any motor car, two wheeler or any other vehicle at any place in the complex and shall not claim any right to park in any manner whatsoever or howsoever.

1.5. Not to make any Installations, construction or addition or alteration or enclose any common areas or any part thereof nor keep or put any soil or dirt or filth thereat nor permit the accumulation of water or breeding of germs or mosquito or anything which can cause health disorder and to maintain best standard of health and hygiene nor violate or omit to install and maintain any fire-safety measures.

- 1.6. Not to claim any access or user of any other designated blocks or buildings at said complex except the designated block and the common areas and Installations mentioned therein and that too subject to the terms and conditions and rules and regulations applicable thereto.
- 1.7. Not to put any nameplate or letter box or neon-sign or board in the common areas or on the outside wall of the designated unit / said complete unit PROVIDED HOWEVER THAT nothing contained herein shall prevent the purchaser to put a decent nameplate outside the main gate of his / her designated unit / said complete unit. It is hereby expressly made clear that in no event the purchaser shall open out any additional window or any other apparatus outside the exterior of said designated unit / said complete unit save that the purchaser shall have the right to install window / split air-conditioners at the place / s provided therefor in said designated unit / said complete unit.
- 1.8. To apply for and obtain at his / her own costs separate assessment and mutation of said designated unit / said complete unit in the records of appropriate authority within 06 (six) months from the date of possession.
- 1.9. Not to partition or sub-divide said designated unit / said complete unit nor to commit or permit to be committed any form of alteration or changes in the designated unit or in the beams, columns, pillars of the New Buildings passing through the designated unit or the common areas for the purpose of making changing or repairing the concealed wiring and piping or otherwise nor in pipes, conduits, cables and other fixtures and fittings serving the other designated blocks in proposed in said complex nor to hang from or attach to the beams or rafters any articles or machinery which are heavy or which may affect or endanger or damage the construction of the New Buildings or any part thereof.
- 1.10. Not to close or permit the closing of verandahs or lounges or balconies or lobbies and common areas.

- 1.11. Not to install or keep or operate any generator in the designated unit or in the or balcony / verandah if attached thereto corridor, lobby or passage of the floor in which the designated unit / said complete unit is situate or in any other common areas of the New Buildings in Designated Blocks or the complex.
- 1.12. Not to change or put any clothes in or upon the windows balconies and other portions which may be exposed in a manner or be visible to the outsiders.
- 1.13. Not to allow the watchmen, driver, domestic servants or any other person employed by the purchaser or his / her agents to sleep or squat in the common passage / lobby / terrace / corridors / lift room / garden etc.
- 1.14. No bird or animal shall be kept in the common areas of the complex. In no event shall dogs and other pets be permitted on elevators or in any of the common portions of the complex unless accompanied.
- 1.15. To allow the Maintenance In-charge and its authorized representatives with or without workmen to enter into and upon the designated unit / said complete unit at all reasonable times for construction and completion of the New Buildings 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 designated unit within seven days of giving of a notice in writing by the Maintenance In-charge to the purchaser thereabout;
- 1.16. To use the common areas and Installations only to the extent required for ingress to and egress from the designated unit / said complete unit of men, materials and utilities and without causing any obstruction or interference with the free ingress to and egress from the complex by the owner and the developer and all other persons entitled thereto.

- 1.17. To install fire fighting and sensing system gadgets and equipments as required under law and shall keep the designated unit / said complete unit free from all hazards relating to fire
- 1.18. To keep the common areas, open spaces, parking areas, paths, passages, staircase, lobby, landings etc. in the complex free from obstructions and encroachments and in a clean and orderly manner and not deposit, store or throw or permit to be deposited, stored or thrown any goods articles or things or any rubbish or refuse or waste therein or in the common areas and Installations and in the complex.
- 1.19. Not to use the designated unit or any part thereof or any part of the complex as Guest House, Boarding & Lodging House, Hotel, Nursing Home, Meeting Place, Club, Eating & Catering Centre, Hobby Centre or slaughter of animals or any commercial, manufacturing or processing work etc., whatsoever or keep pets or animals which can be a danger to other co-owners, it being expressly agreed that such restriction on the purchaser shall not in any way restrict the right of the owner and the developer to use or permit any other Blocks or portion of the New Buildings to be used for residential and non residential purposes

IN WITNESS WHEREOF the parties hereto set and subscribe their respective hands and seals this day month and year first above written.

SIGNED SEALED AND DELIVERED

BY THE OWNER / VENDOR

THE FIRST PART AT TAMLUK

IN THE PRESENCE OF:

- 1.
- 2.

SIGNATURE OF THE OWNER/VENDOR

Represented by the Developer/Confirming Party

SIGNED SEALED AND DELIVERED

BY THE PURCHASER/VENDEE

THE SECOND PART AT TAMLUK

IN THE PRESENCE OF:

1.

2.

SIGNATURE OF THE PURCHASER/VENDEE

SIGNED SEALED AND DELIVERED

BY THE DEVELOPER/CONFIRMING PARTY

THE THIRD PART AT TAMLUK

IN THE PRESENCE OF:

1.

2.

**SIGNATURE OF THE DEVELOPER/CONFIRMING
PARTY**

ASOK KUMAR BANDYOPADHYAY

Advocate, High Court at Calcutta.

Enrolment No. 1243 of 1998

'Olisa' Building, 2nd Fl. Room 204.

4, Government Place (North). Kol.1

Mobile:9831652639

MEMO OF CONSIDERATION

RECEIVED of and from the within-named **Purchaser** the within mentioned sum of Rs./- (Rupees) only in the manner as written hereunder:-

Sl.No	Date	Ch. No./ Bank Draft No.	Drawn on	In favour of	Amount
1					
2					
3					
4	By GST on Sale of Property @%			/-
Total				/-

(Rupees only)

Witnesses:

1.

2.

SIGNATURE OF THE OWNER/VENDOR
Represented by the Developer/Confirming Party

DATED THIS DAY OF

2019

AGREEMENT FOR SALE

BETWEEN

VENDOR

AND

PURCHASER

AND

PROMOTER

ASOK KUMAR BANDYOPADHYAY

Advocate, High Court at Calcutta.

Enrolment No. 1243 of 1998

'Olisa' Building. 2nd Fl. Room 204.

4, Government Place (North). Kol.1

Mobile:9831652639