

THIS AGREEMENT FOR SALE made this \_\_\_\_ day of \_\_\_\_\_ Two  
Thousand and Nineteen BETWEEN (1) (i) RAJESH KUMAR AGRAWAL (PAN :  
ADMPA2371H) son of Shri Jugal Kishore Agrawal (ii) SAJJAN KUMAR AGRAWAL  
(PAN : ACXPA6574A) son of Late Braj Mohan Agrawal both residing at 391/1, S.N.  
Roy Road (formerly 58/8, S.N. Roy Rod) Sahapur, P.O. Sahapur, P.S. Behala,  
Kolkata – 700038, (iii) SUPER TOWERS PRIVATE LTD., (PAN : AAEC5260P), a  
company incorporated under the provisions of The Companies Act, 1956  
having its registered office at 1, Sardar Sankar Road, First Floor, Police Station –  
Tollygunge, Kolkata - 700026, represented by its Director MR. CHANDI PRASAD  
PODDAR (PAN : AFNPP5037J) son of Late Durga Prasad Poddar, residing at 3/1,  
Krishna Behari Sen Street, P.O. Colootola, P.S. Jorasanko, Kolkata – 700073,  
hereinafter collectively referred to as the “OWNERS” (which expression shall  
unless excluded by or there be something repugnant to the subject or context  
be deemed to mean and include in case of individuals their respective heirs,  
executors, administrators and legal representatives and in case of company its  
successors and/or successors-in-office and/or interest) of the FIRST PART AND  
(2) SUPER TOWERS PRIVATE LTD. (PAN : AAEC5260P), a company incorporated  
under the provisions of the Companies Act, 1956, having its registered office at 1,  
Sardar Sankar Road, P.O. Kalighat, P.S. Tollygunge, Kolkata – 700026, represented  
by its Director MR. CHANDI PRASAD PODDAR (PAN : AFNPP5037J) son of Late  
Durga Prasad Poddar, residing at 3/1, Krishna Behari Sen Street, P.O. Colootola,  
P.S. Jorasanko, Kolkata - 700073 hereinafter referred to as the  
“DEVELOPER/PROMOTER” (which expression shall unless excluded by or there be  
something repugnant to the subject or context be deemed to mean and  
include its successors and/or successors-in-office and/or interest) of the SECOND  
PART AND (3) \_\_\_\_\_  
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\_\_\_\_\_  
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hereinafter referred to as the "PURCHASER/ALLOTTEE"

WHEREAS by virtue of registered Deed of Partition dated 28<sup>th</sup> day of April 1962 registered at the office of the Sub-Registrar Alipore in Book No.I, Volume No.72, Pages 10 to 51, Being No.3576 for the year 1962 All That piece and parcel of land containing by measurement an area of 9 Cottahs and 10 Chittacks be the same a little more or less together with the sheds structures messuages tenements constructed thereon and morefully described in Part-I of the Schedule thereunder written together with undivided half share in the 43 feet long passage running South to North for ingress and egress thereto situate lying at and being portion of Dag No.50 under Khatian No.292, J.L. No.9 situate at Mouza Sahapur Pargana Magura, Touzi No.101 since renumbered as premises No. 558, S.N. Roy Road (formerly 107 and 393, S.N. Roy Road) Kolkata (formerly Calcutta) together with all easements and appurtenances thereto hereinafter referred to as the "said premises" and morefully and particularly described in the First Schedule hereunder written was allotted to Mr. Durga Prasad Agrawal absolutely and forever ;

AND WHEREAS by a Deed of Gift dated 27<sup>th</sup> April, 1989 registered at the office of the Registrar of Assurances Calcutta in Book No.I, Volume No.151, Pages 223 to 243, Being No.4865 for the year 1989 made between Durga Prasad Agrawal therein referred to as the Donor of the One Part and Rajesh Kumar Agrawal son of Sri Jugal Kishore Agrawal and Sajjan Kumar Agrawal son of Sri Braj Mohan Agrawal therein referred to as the Donees of the Other Part, the said Donor in consideration of natural love and affection transferred and conveyed by way of gift unto the said Donees amongst other properties ALL THAT piece and parcel of land containing by measurement an area of 9 Cottahs and 10

Chittacks be the same a little more or less together with the sheds structures messuages tenements constructed thereon and morefully described in Part-I of the Schedule thereunder written together with undivided half share in the 43 feet long passage running South to North for ingress and egress thereto situate lying at and being portion of Dag No.50 under Khatian No.292, J.L. No.9 situate at Mouza Sahapur Pargana Magura, Touzi No.101 since renumbered as premises No. 558, S.N. Roy Road (formerly 107 and 393, S.N. Roy Road) Kolkata (formerly Calcutta) together with all easements and appurtenances thereto hereinafter referred to as the "said premises" and morefully and particularly described in the First Schedule hereunder written ;

AND WHEREAS by virtue of the aforesaid Deed of Gift dated 27<sup>th</sup> April, 1989 the said Rajesh Kumar Agrawal son of Sri Jugal Kishore Agrawal and Sajjan Kumar Agrawal son of Sri Braj Mohan Agrawal became absolutely seised and possessed of or otherwise well and sufficiently entitled to the said premises being All That piece and parcel of land containing by measurement an area of 9 Cottahs and 10 Chittacks be the same a little more or less together with sheds structures messuages tenements constructed thereon situate lying at and being portion of Dag No.50 under Khatian No.292, J.L. No.9 situate at Mouza Sahapur Pargana Magura, Touzi No.101 since renumbered as premises No.558, S.N. Roy Road (formerly 107 and 393, S.N. Roy Road) Kolkata (formerly Calcutta) together with right of ingress and egress into or upon the 43 feet wide common passage running South to North morefully and particularly described in the First Schedule hereinafter referred to as the "said premises" each of them having undivided half share into or upon the same free from all encumbrances and charges ;

AND WHEREAS Dinesh Kumar Agrawal and Sajjan Kumar Agrawal are sons of Late Braj Mohan Agrawal and Rajesh Kumar Agrawal is son of Sri Jugal Kishore Agrawal as such it was mutually decided by Sajjan Kumar Agrawal and

Rajesh Kumar Agrawal to transfer a portion of the said premises out of their respective 50% share in the said premises unto and in favour of Dinesh Kumar Agrawal being the brother of Sajjan Kumar Agrawal ;

AND WHEREAS in view of the aforesaid it was decided that Sajjan Kumar Agrawal shall transfer out of his undivided half share or 50% share in the said premises All That undivided 20% share into or upon the said premises in favour of his brother Dinesh Kumar Agrawal to enable Dinesh Kumar Agrawal to become the Owner of undivided 20% share in the said premises ;

AND WHEREAS it was further decided that Rajesh Kumar Agrawal shall transfer out of his undivided half share or 50% share in the said premises All That undivided 10% share into or upon the said premises in favour of his cousin brother Dinesh Kumar Agrawal to enable Dinesh Kumar Agrawal to become the owner of undivided 10% share in the said premises ;

AND WHEREAS by virtue of the aforesaid by a Deed of Gift dated 13<sup>th</sup> June 2011 registered at the office of the Additional Registrar of Assurance-I of Kolkata in Book No.I, CD Volume No.12, Pages 2226 to 2240 Being No.05043 for the year 2011 and made between Sajjan Kumar Agrawal therein described as the Donor of the One Part and Dinesh Kumar Agarwal therein described as the Donee of the Other Part the said Sajjan Kumar Agrawal in consideration of natural love and affection transferred and conveyed by way of Gift unto and in favour of Dinesh Kumar Agrawal being the Donee therein All That undivided 20% share out of his undivided 50% share into or upon the said premises on the terms and conditions stated therein ;

AND WHEREAS by another Deed of Gift dated 13<sup>th</sup> June, 2011 registered at the office of the Additional Registrar of Assurance-I of Kolkata in Book No.I, CD

Volume No.12, Pages 2211 to 2225 Being No.05042 for the year 2011 and made between Rajesh Kumar Agarwal therein described as the Donor of the One Part and Dinesh Kumar Agarwal therein described as the Donee of the Other Part the said Rajesh Kumar Agarwal in consideration of natural love and affection transferred and conveyed by way of Gift unto and in favour of Dinesh Kumar Agarwal being the Donee therein All That undivided 10% share out of his undivided 50% share into or upon the said premises on the terms and conditions stated therein ;

AND WHEREAS in view of the aforesaid the following Owners had undivided share in the said premises in the proportion as stated hereunder :-

1. Rajesh Kumar Agarwal - 40% share
2. Sajjan Kumar Agarwal - 30% share
3. Dinesh Kumar Agarwal - 30% share

AND WHEREAS the said Dinesh Kumar Agarwal being one of the Co-Owners of the said premises decided to sell and transfer his undivided 30% share into or upon the said premises in favour of Super Towers Private Ltd. ;

AND WHEREAS by virtue of the aforesaid by a Deed of Conveyance dated 14<sup>th</sup> day November, 2011 registered at the office of the Registrar of Assurances, Kolkata in Book No.I, Volume No.21, Pages 7248 to 7274 being No.09764 for 2011 the said Dinesh Kumar Agarwal with the consent and concurrence of the other Owners herein namely Rajesh Kumar Agarwal and Sajjan Kumar Agarwal sold transferred conveyed by way of sale assured and assigned All That undivided 30% share into or upon All That piece and parcel of land containing by measurement an area of 9 Cottahs and 10 Chittacks be the same a little more or less together with sheds structures messuages tenements constructed thereon situate lying at and being portion of Dag No.50 under

Khatian No.292, J.L. No.9 situate at Mouza Sahapur Pargana Magura, Touzi No.101 since renumbered as premises No.558, S.N. Roy Road (formerly 107 and 393, S.N. Roy Road) Kolkata – 700038 (formerly Calcutta) together with right of ingress and egress into or upon the 43 feet wide common passage running South to North unto and in favour of Super Towers Pvt. Ltd. for the consideration and on the terms and conditions stated in the said Deed of Conveyance ;

AND WHEREAS in view of the aforesaid the following persons are the undivided Owners of the said premises in the following proportion :-

1. Rajesh Kumar Agrawal - 40% share
2. Sajjan Kumar Agrawal - 30% share
3. Super Towers Pvt. Ltd. - 30% share

AND WHEREAS by virtue of the aforesaid the said Rajesh Kumar Agrawal, Sajjan Kumar Agrawal and Super Towers Pvt. Ltd. hereinafter collectively called the Owners became absolutely seised and possessed of or otherwise well and sufficiently entitled to the said premises being All That piece and parcel of land containing by measurement an area of 9 Cottahs and 10 Chittacks be the same a little more or less together with sheds structures messuages tenements constructed thereon situate lying at and being portion of Dag No.50 under Khatian No.292, J.L. No.9 situate at Mouza Sahapur Pargana Magura, Touzi No.101 since renumbered as premises No.558, S.N. Roy Road (formerly 107 and 393, S.N. Roy Road) Kolkata – 700038 (formerly Calcutta) together with right of ingress and egress into or upon the 43 feet wide common passage running South to North morefully and particularly described in the First Schedule hereinafter referred to as the "said premises" each of them having an undivided share into or upon the same in the proportion as stated hereinabove free from all encumbrances and charges ;

AND WHEREAS the said Rajesh Kumar Agrawal and the said Sajjan Kumar Agrawal are interested in developing the said premises by way of construction of new building thereon and as such approached the said Super Towers Pvt. Ltd. being the Co-Owner of the said premises as stated hereinabove for developing the same;

AND WHEREAS the said Super Towers Pvt. Ltd. hereinafter referred to as the Co-Owner/Developer has requisite experience and resources to carry out construction of a new building thereon in terms of a plan to be sanctioned by the authorities of the Kolkata Municipal Corporation ;

AND WHEREAS in view of the aforesaid the said Rajesh Kumar Agrawal and Sajjan Kumar Agrawal entered into a Development Agreement dated 20<sup>th</sup> December, 2018 registered at the office of the Additional Registrar of Assurances-I, Kolkata in Book No.1, Volume No.1901-2018, pages 413232 to 413270 being No.190109711 for the year 2018 with the Developer herein ;

AND WHEREAS in pursuance of the said Development Agreement dated 20<sup>th</sup> December, 2018 the Developer herein caused preparation of plan hereinafter called the said plan for construction of a new building consisting of apartments/units at the said premises hereinafter called the "Said Building" capable of being occupied independently together with amenities and facilities therein ;

AND WHEREAS the said building plan being B.P. No. \_\_\_\_\_ dated \_\_\_\_\_ was duly sanctioned by the appropriate authority of the Kolkata Municipal Corporation and accordingly the Developer has commenced construction of the said building on the said premises in accordance therewith ;

AND WHEREAS the said Rajesh Kumar Agrawal and Sajjan Kumar Agrawal and the Developer has registered the said project under the provisions of the West Bengal Housing Industry Regulation Act, 2017 (HIRA) Act, with the Housing Industry Regulatory Authority at \_\_\_\_\_ on \_\_\_\_\_ under registration No. \_\_\_\_\_ ;

AND WHEREAS by virtue of the said Development Agreement dated 20<sup>th</sup> December, 2018, it has been agreed between the said Rajesh Kumar Agrawal and Sajjan Kumar Agrawal and the Developer that the said Rajesh Kumar Agrawal and Sajjan Kumar Agrawal and the Developer shall sell and transfer the constructed areas comprising in their respective Allocations consisting of Apartments /Units to be used for residential purposes by way of sale unto and in favour of intending Purchasers and the sale proceeds arising in respect thereof shall be apportioned by the said Rajesh Kumar Agrawal and Sajjan Kumar Agrawal and the Developer exclusively in proportion of their respective allocations as stated in the said Development Agreement;

AND WHEREAS in view of what is stated hereinabove the Purchaser herein has approached the Developer for acquiring All That unit No. \_\_\_\_\_ containing Carpet area of about \_\_\_\_\_ Sq.ft., Built-up area of about \_\_\_\_\_ Sq.ft. and Super built-up area of about \_\_\_\_\_ Sq.ft. be the same a little more or less on the \_\_\_\_\_ floor of the said building together with right to park \_\_\_\_\_ car in the parking area on the ground floor of said building together with the undivided proportionate share in the land comprised in the said premises No.558, S.N. Roy Road, Kolkata – 700038, attributable thereto and together with right to use and enjoy the common areas parts and facilities of the said building appertaining thereto hereinafter collectively referred to as the "said Unit" which is a part of the Developer's Allocation for residential purpose only;

AND WHEREAS in terms of the said Development Agreement it was agreed that the Developer shall be entitled to appropriate the entire consideration amount payable in respect of the apartments and/or units allocated to the Developer and the said consideration amount paid by the Purchaser shall be inclusive of the costs of construction as well as the sale of the undivided proportionate share in the land attributable to the said apartment and/or unit and accordingly the Purchaser is completely discharged from the obligation of making payment of any consideration amount towards costs of undivided proportionate share in the land comprised in the said premises and attributable to the said unit to the said Rajesh Kumar Agrawal and Sajjan Kumar Agrawal herein and the Rajesh Kumar Agrawal and Sajjan Kumar Agrawal are fully satisfied in respect of receipt of the consideration amount paid by the Purchaser to the Developer herein ;

AND WHEREAS in view of the said approachment by the Purchaser the Developer has agreed to sell and the Purchaser has agreed to purchase All That unit No.\_\_\_\_ containing Carpet area of about \_\_\_\_\_ Sq.ft., Built-up area of about \_\_\_\_\_ Sq.ft. and Super built-up area of \_\_\_\_\_ Sq.ft. be the same a little more or less on the \_\_\_\_\_ floor of the said building together with right to park \_\_\_\_\_ car in the parking area on the ground floor of said building together with the undivided proportionate share in the land comprised in the said premises No.558, S.N. Roy Road, Kolkata – 700038, attributable thereto and together with right to use and enjoy the common areas parts and facilities of the said building appertaining thereto hereinafter collectively referred to as the "said Unit" subject to the terms conditions covenants and stipulations as stated hereunder.

AND WHEREAS on or before execution of this Agreement the Purchaser has inspected, examined and got itself acquainted and fully satisfied about the

title of the Owners and the Developer in respect of the said Unit, sanctioned plan, the measurement of the Carpet area of about \_\_\_\_\_ Sq.ft., Built-up area of about \_\_\_\_\_ Sq.ft. and Super built-up area of the said Unit and the specifications therein and the said building and has accepted the same as envisaged herein and shall not be entitled to raise any query or objection thereto and the Purchaser has further agreed and undertakes to pay the entire consideration agreed to be paid as stated hereunder as well as various deposits and additional amount as specified hereunder to the Developer as indicated in the Third Schedule stated hereunder ;

AND WHEREAS the Owners, Developer and the Purchaser have now agreed to record terms and conditions of sale as stated hereunder;

NOW THIS AGREEMENT WITNESSETH as follows :-

1. DEFINITIONS :

1.1 ARCHITECT means the person for the time being appointed to act as architect in relation to the said premises and for the purposes of this agreement.

1.2 BUILT-UP AREA means the inner measurements of the unit at the floor level, but does not include the common areas shared with other units.

1.3 COMMON AREAS shall mean and include those areas of the said premises and/or building that are not allotted to a particular Purchaser but are available for the purposes of intended common use and enjoyment by all the Purchasers, Occupiers and Visitors as specified in Part-I of the Fourth Schedule hereunder written.

1.4 CARPET AREAS means the net usable floor area of a unit, excluding the area covered by the external walls, areas under services shafts, but includes the area covered by the internal partition walls of the unit.

1.5 COMMON AMENITIES AND FACILITIES shall mean and include those facilities provided by the Developer as specified in Part-II of the Fourth Schedule hereunder written and are available for common use and enjoyment by all the Purchasers, Occupiers and Visitors subject to however reservation and restrictions as shall be imposed by the Developer.

1.6 COMMON EXPENSES shall mean the actual and estimated expenses to be incurred by or on behalf of the unit holders including reasonable reserves as may be found to be necessary and appropriate for the maintenance and upkeep of the common areas and facilities of the said building and those specified under the Fifth Schedule hereto.

1.7 COMMON PURPOSES shall mean and include the purposes of managing and maintaining the said building in particular dealing with the matters of common interest of the unit holders and relating to their mutual rights and obligations for the most beneficial use and enjoyment of their respective units exclusively and the common areas in common.

1.8 CONDUITS shall include all conduits, watercourses, gutters, drains, sewers, pipes, cables wires, laser optical fibres and aerials transmission systems now or within or to be laid or constructed over on or within the said premises.

1.9 SAID PREMISES shall mean ALL THAT piece and parcel of land morefully described in the First Schedule hereunder written.

1.10 SAID BUILDING shall mean the building constructed at the said premises commonly known as\_\_\_\_\_.

1.11 MANAGEMENT AGENCY AND/OR ASSOCIATION shall mean the maintenance agency appointed by the Developer and or Association for carrying out the management, administration and maintenance and upkeep of the common areas and amenities and facilities of the said building and the said Management Agency/Association shall be responsible for the maintenance and enforcement of the covenants attached and run with the said unit and the Purchaser shall pay the proportionate costs charges and expenses as

maintenance charges together with management fees thereof as may be applicable.

1.12 PLAN shall mean the sanctioned Plan being No. \_\_\_\_\_ dated \_\_\_\_\_ and other plans, drawings, specifications sanctioned and approved by the appropriate authorities of the Kolkata Municipal Corporation for construction of the said building on the said premises and shall include all modifications and alterations thereof as suggested by from time to time or to be made by the Developer.

1.13 PROPORTIONATE OR PROPORTIONATELY shall mean the proportion in which the carpet area of any unit bears to the entire carpet areas of all the units of the said building as may be determined by the architect and/or Developer as the case may be.

PURCHASER / ALLOTTEE shall mean -

- i) in case of individual his/her heirs, executors, administrators and legal representatives ;
- ii) in case of Hindu Undivided Family its Karta and Co-parceners and/or members for the time being of the said Hindu Undivided Family and each of their respective, heirs, executors, administrators and legal representatives.
- iii) in case of partnership firm the partners for the time being of the said partnership firm and each of their respective heirs, executors, administrators and legal representatives ;
- iv) in case of Trust, the Trustees for the time of being of the said Trust and their respective successors and/or successors-in-office.
- v) in case of a company its successors and/or successors-in-office and/or interest;

1.14 RIGHT OF MANAGEMENT shall always remain vested with the Developer and/or its assigns.

- 1.15 SAID UNIT shall mean All That the Unit more fully described in the Second Schedule hereunder written.
- 1.16 SUPER BUILT-UP AREA shall mean the constructed area of the said Unit and shall include the plinth area, foundations, walls, columns, beams supports etc. as well as areas of common uses and facilities as shall be determined by the Developer.
- 1.17 SPECIFICATIONS shall mean the specifications as specified in the Sixth Schedule hereunder written.
- 1.18 THE SERVICES are whenever the Developer acting reasonably regards it as necessary to manage, supervise, maintain upkeep, decorate, repair, replace or renew any of the common areas as may be deemed fit and proper by the Developer.
- 1.19 TAXES shall mean all kinds of Taxes or any other tax of a similar nature, which shall also include GST, Service Tax, duties, levies, surcharges, cess, charges or fees (whether existing at present or that may be imposed or enhanced in future) under any statute rule or regulation in respect of the said premises and Building and/or the said Unit in the said building as may be applicable.
- 1.20 UNDIVIDED SHARE attributable to the said unit shall mean the undivided proportionate impartible variable share comprised in the said premises morefully described in the First Schedule stated hereunder attributable and/or appertaining to the said unit.
- 1.21 UNIT OWNER OR ALLOTTEE shall mean a person or persons who have for the time being agreed to acquire or have acquired any unit or units situated in the said building but shall not include a tenant or licensee of such Unit Owner.

#### INTERPRETATIONS

In this Agreement save and except as otherwise expressly provided –

- i) All words importing singular shall include plural and vice versa and words imparting the masculine shall include the feminine and neuter and vice versa.
- ii) The headings in this agreement are for ease of reference only and shall not modify or affect the interpretation or construction of this Agreement or any of its provisions.
- iii) Any reference to any period commencing from a specified day or date and till or until a specified day or date shall include both such days or dates.
- iv) All monetary amounts are expressed in Indian Rupees. All payments of sums, charges, fees, costs expenses and other amounts contemplated in this agreement shall be paid in Indian Rupees.
- v) All references to Article section and numbers refer to Articles and sections of this Agreement and all references to schedule refer to the Schedules attached hereto.
- vi) The words 'herein', 'hereof', 'hereunder', 'hereafter' and 'hereto' and words of similar import refer to this Agreement as a whole and not to any particular Article or section hereof.
- vii) Any reference to any act of Parliament or State legislature in India refers to that act as it applies at the date of this Agreement whether general or specific shall be deemed to include any amendment, replacement or reenactment thereof for the time being in force and to include any bye-laws, statutory instruments, rules, regulations, orders, notices, consent, permission made thereunder.
- viii) Any reference to any agreement, contract, plan, deed or document shall be construed as a reference to it as it may have been or may be from time to time amended, varied, altered, modified, supplemented or innovated.

- ix) Any covenant by the Purchaser not to do any act shall be deemed to include an obligation by the Purchaser that the Developer will not allow, suffer or permit the act to be done.

2. REPRESENTATIONS OF OWNERS/DEVELOPER

- a) The Owners are absolute owner of the said premises and have marketable title to the said premises.
- b) There are no encroachments, easements or rights of way on, over, under or across the said premises or any part of it.
- c) The Owners and Developer shall convey, transfer by way of sale the said unit as agreed herein free from encumbrances charges liens mortgage.

3. TITLE AND PRE-CONTRACT INSPECTION BY PURCHASER / ALLOTTEE

3.1 The Purchaser has inspected and examined the title of the Owners/Developer including the said title documents and purchases it with full knowledge of its actual state and conditions and the Purchaser accepts the title and further agrees and covenants not to raise any objections thereto or make any requisitions in connection therewith.

3.2 The Purchaser has entered into this agreement on the basis of the terms and conditions of this agreement as stated herein and not in reliance on any representation or warranty either oral or written and whether express or implied made by or on behalf of the Owners and Developer.

3.3 The Purchaser has prior to the execution of this agreement already inspected and satisfied himself/herself/themselves/itself about the physical nature and measurement of the said premises as mentioned in the First Schedule stated hereunder, title deeds, Building Plan and all other relevant documents and has also made all necessary and relevant enquiries and has accepted the

specifications of the materials to be used and measurements, dimension and designs and drawings and boundaries of the proposed building.

3.4 The Purchaser shall take the unit as it shall stand as per the sanctioned plan provided however the Purchaser hereby empowers to the Developer to make minor additions and alterations in the said Unit subject to compliance of HIRA Act, 2017 if any.

3.5 The Owners and Developer are not liable or bound in any manner by any verbal or written statements, representations of any real estate broker, employee agent or any other person professing to represent the Owners and Developer.

#### 4. AGREEMENT FOR SALE

4.1 The Developer out of its allocation with the consent of the other Co-Owners have agreed to sell and transfer and the Purchaser has agreed to purchase and acquire ALL THAT the said Unit No. \_\_\_\_\_ containing Carpet area of about \_\_\_\_\_Sq. ft., Built-up Area of about \_\_\_\_\_ Sq. ft. and Super Built up area of about \_\_\_\_\_Sq.ft. on the \_\_\_\_\_ floor of the building at the said premises together with right to park \_\_\_\_\_ car in the parking area of the ground floor of the said building constructed at the said premises together with undivided proportionate impartible variable share in the land comprised in the said premises No.558, S.N. Roy Road, Kolkata – 700038, attributable thereto hereinafter collectively referred to as "said Unit" and more fully described in the Second Schedule hereunder written and delineated in the Plan hereto attached together with right to use common areas and amenities appertaining thereto but subject to the Purchaser making payment of all the amounts agreed to be paid by the Purchaser to the Developer and also performing and observing all the terms and conditions hereinafter appearing.

4.2 The common areas and amenities in the said premises shall be such as shall be necessary or be required and as thought fit and determined by the Developer for the beneficial enjoyment of the Said Unit and such common areas and amenities shall be declared and/or identified by the Developer in its discretion.

4.3 The undivided proportionate share in the land comprised in the said premises No.558, S.N. Roy Road, Kolkata – 700038, shall always remain impartible and variable.

4.4 The right of the Purchaser shall remain restricted to the Said Unit only and ingress and egress over the common paths and passages leading to the said Unit and the Purchaser shall have no right nor shall claim any right over and in respect of any other Units, constructed areas and other areas or open space of the said premises.

#### 5. PURCHASE PRICE & PAYMENT

5.1 The Purchase price of the said unit is Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) which the Purchaser shall pay in the manner as mentioned in Part-I of the Third Schedule hereto to the Developer and the Developer agrees to construct and sell to the Purchaser the said Unit morefully described in the Second Schedule hereunder.

5.2 The Purchaser also agrees to pay to the Developer in addition to the said purchase price all applicable statutory outgoing and expenses on account of GST, Service Tax any other taxes as may be applicable, betterment fees and all charges and costs of extra works for any alterations in the said Unit which the Developer may provide at the request of the Purchaser subject to however permission and/or approval by architects and/or appropriate authorities as the

case may be. The Purchaser shall also pay to the Developer any new development charges, levy or taxes imposed and/or made applicable by any Government and Semi-Government Authority before taking possession of the said unit.

5.3 In addition to the aforesaid purchase price, the Purchaser shall pay interest free deposits and additional amounts as detailed in Part-II and part III of the Third Schedule hereunder written and payment of such amounts shall be made at or before taking possession of the Said Unit to the Developer and in case the exact liability on any head cannot be quantified, then the payment shall be made according to the Developer reasonable estimation subject to subsequent accounting and settlement within a reasonable period.

5.4 No right title and interest of any nature whatsoever is being created in favour of the Purchaser in respect of the said Unit by virtue of this agreement until the Purchaser has paid or deposited all the amounts herein agreed to be paid or deposited and until execution and registration of the Deed of Conveyance in favour of the Purchaser in respect thereof.

## 6. MANNER AND TIME OF COMPLETION

6.1 The Developer is expected to complete the said Unit within \_\_\_\_\_ with grace period of 6 (six) months as a residential building in the usual and normal manner including obtaining completion certificate from the Kolkata Municipal Corporation or any other authority or authorities as the case may be. A certificate issued by the Architect of the said unit in respect of measurement of Carpet area and Built-up area and quality of construction thereof shall be final conclusive and binding on the Purchaser, provided however it is made clear that in case of variations of measurement of areas of the said unit, the purchase price of the said unit shall be increased or decreased as the case may be.

6.2 MODIFICATION - The Developer shall have right to effect suitable alterations/additions/ improvements/modifications in the said Plan and other Plan or Plans and/or layout plan of the said building for raising further floor or the said unit in accordance with provisions of the Kolkata Municipal Corporation if and when necessary as may be required by the Architect and or in accordance with provisions of HIRA Act, 2017 and the Purchaser hereby consents to the same.

7. POSSESSION

7.1 Under no circumstances the Purchaser shall be entitled to claim possession unless all the dues of the Developer including those over and above the purchase price of the said unit have been fully paid and/or discharged and thereafter the Developer shall give notice to the Purchaser who shall within 90 (ninety) days of service of the said notice to take possession of the Said Unit provided however the common amenities and facilities will be provided only after completion of the said building in all respects.

7.2 The Purchaser shall take possession of the said unit on the date of possession i.e. on the 90 (ninety) day of posting of the said notice irrespective of whether the Purchaser takes actual physical possession or not and the Purchaser shall be liable to pay maintenance charges as applicable with effect from the date of possession.

7.3 The Owners and Developer shall deliver actual physical possession of the said unit at the time of execution and registration of the Deed of Conveyance of the said unit.

7.4 The Purchaser after expiry of 5 years from the date of taking delivery of possession of the said unit shall not raise any dispute or claim on the pretext of

inferior quality of materials or in respect of any other defects in the construction of the said Unit and/or in respect of the measurement of the area comprised of the said Unit and building including structural defect or any other defect in workmanship in violation of an agreement. In case of any defect as stated hereinabove is found then the Developer hereby undertake to take remedial steps as may be required provided the defect is established as having been caused due to the fault of the Developer AND FURTHER PROVIDED THAT the same has not been caused and/or occasioned directly and/or indirectly, by/due to any act of commission and/or omission of any act, deed or thing of/by the Purchaser and/or of/by the men, servants, contractors, agents personnel etc. of the Developer and/or due to normal wear and tear etc.

#### 8. DEFAULT IN PAYMENT

8.1 Time is expressly declared to be the essence of this agreement.

8.2 Notwithstanding anything herein contained, in case the Purchaser commits default in performing and observing covenants/obligations herein including those for payment then and in such an event, a notice for demand shall be issued specifying the time which shall not exceed 60 days from the due date and if the said payment is not received within the time specified in the notice then this agreement shall stand terminated at the discretion of the Developer and in such event all rights and claims of the Purchaser against the Owners and Developer and/or the said Unit shall stand extinguished.

8.3 In case of termination and/or cancellation of this Agreement, the Vendor/Owner/ Developer shall forfeit 10% (Ten percent) i.e. booking amount of the total purchase price of the said Unit and interest as per applicable laws and brokerage paid if any as liquidated damages and the applicable GST payable

on such Cancellation Charges and refund to the Purchaser the entire balance amount paid by the Purchaser without any interest. Provided however the Owner / Developer shall refund the said balance amount subject to sale of the said unit to the Third Party and realization of the sale proceeds thereof. Provided however it is made clear that the Purchaser shall be at liberty to apply for refund of the GST and other taxes and Developer shall not be liable for the refund of the same.

8.4 For the period of late payment or in case the Developer condones the default of the Purchaser even for a period more than the stipulated grace period provided in the notice then and in such event, the Purchaser shall along with such dues and/or arrears, pay interest @ 2% per annum over and above Prime Lending Rate fixed by State Bank of India for the period of default on all amounts remaining unpaid. Any condonation granted by the Developer shall not amount to waiver of the future defaults or breaches.

8.5 In case of Delay on part of the Developer to complete the construction of the said Unit within the stipulated time as stated herein above, then the Developer shall pay interest @ 2% per annum over and above Prime Lending Rate fixed by State Bank of India for the delay in construction subject to however Force Majeure.

8.6 In case of Delay on part of the Developer to complete the construction of the said Unit within the stipulated time as stated herein above, then the Purchaser may exercise the following option :-

- (i) The Purchaser shall have the option of terminating the Agreement in which case the Developer shall be liable to refund, subject to forfeiting 10% (ten percent) of the total purchase price of the said unit and interest as stated in clause 8.3 above and subject to the second proviso below,

the entire money paid by the Purchaser under any head whatsoever towards the sale of the Apartment and the Developer shall pay interest at the rate prescribed in the Rules within 45 (forty-five) days of receiving the termination notice:

Provided that where the Purchaser does not intend to withdraw from the Project or terminate the Agreement, he shall be paid, by the Developer, interest at the rate prescribed in the Rules of HIRA, for every month of delay till the handing over of the possession of the Apartment, which shall be paid by the Developer to the Purchaser within 45 (forty-five) days of it becoming due.

## 9. RESTRICTIONS COVENANTS AND OTHER OBLIGATIONS

9.1 As from the date of possession of the Said Unit, the Purchaser agrees and enter into the following restrictive covenants as well as those morefully and particularly described in the Seventh Schedule hereunder written that the said unit will be conveyed subject to the performance and observance of the following covenants, stipulations and restrictions and such covenants shall run with and bind the said unit so as to benefit the Purchaser but not so as to render the Purchaser personally liable for any breach of a restrictive covenant after he has parted with all interest in the said unit and to contain the same in the Deed of Conveyance of the said unit.

i) To pay proportionate maintenance charges including management fees applicable to the said Unit and to co-operate with the Developer, Maintenance Agency/Association in the management and maintenance of the said common areas together with amenities and facilities of the said building.

- ii) To observe the rules or regulations as may be framed from time to time by the Developer and/or Maintenance Agency /Association in respect of the said building;
- iii) To allow the authorized representatives of the Developer and/or Maintenance Agency with or without workmen to enter into the said unit for the purpose of maintaining, repairing or renewing sewers, pipes, wires, cables and ducts used or capable of being used in connection with enjoyment of any other unit the said building.
- iv) To observe and perform the restrictions terms and conditions as mentioned in the Seventh Schedule hereunder written
- v) The purchaser hereby covenants with the Developer that :-
  - a) The Purchaser shall have only right to use undivided proportionate impartible right and interest in the common area of the said building (save those reserved unto the Developer) along with the other unit holders co-owners and shall not do any act deed or thing which may in any way prevent and/or restrict the rights and liberties of the Developer or the other unit holders;
  - b) To regularly and punctually pay and discharge to the Developer and/or Maintenance Agency or the concerned statutory Semi-Government body as the case may be all rates, taxes, maintenance charges, common expenses, impositions management fees and all other outgoing in respect of the Said Unit and the rights appurtenant thereto and also proportionately for the common areas and/or portions as described under the Fourth Schedule and the common expenses as described in the

Fifth Schedule hereunder written in advance within the 7<sup>th</sup> day of every month according to the English Calendar and such amount shall be deemed to be due and payable on and from the date of possession whether actual possession of the Said Unit has been taken or not by the Purchaser;

- c) The proportionate rate and/or amount payable by the Purchaser for the common expenses which shall include Management fees shall be decided by the Developer and/or Maintenance Agency from time to time and the Purchaser shall be liable to pay the same and the statement of account of the apportionment of charges as prepared by the Developer and/or Maintenance Agency shall be conclusive final and binding and the Purchaser shall not be entitled to dispute or question the same;
- d) So long as each Unit in the building is not separately assessed and mutated, the Purchaser shall from the date of possession and/or occupancy certificate, whichever be earlier, be liable to pay the proportionate share of all the rates and taxes assessed on the entirety of the said building and such proportion to be determined by the Developer on the basis of the area of the said Unit;
- e) After taking delivery of the Said Unit and registration of the Deed of Conveyance, the Purchaser shall take steps to have the Said Unit separately assessed and mutated. The Purchaser shall be liable and responsible for all the costs and consequences of non-observance of this clause;

- f) In case the Purchaser defaults or delays in making payment of all the aforesaid expenses, then the Developer and/or Maintenance Agency and/or Association shall also be entitled to withhold all utilities and facilities to the Purchaser and/or the Said Unit, including electricity, water supply and/or other services, amenities and facilities during the time that the Purchaser is in default. In addition the said Unit shall be deemed to be charged in favour of the Developer and/or Maintenance Agency and/or Association as the case may be for all such amounts falling due together with interest;
- g) In case the Developer and/or Maintenance Agency condones the default of the Purchaser, then and in such event, the Purchaser shall along with such dues and/or arrears, pay compensation for the loss and/or damages suffered by the Developer and/or Maintenance Agency and also interest at the rate of 18% percent per month for the period of default on all amounts remaining unpaid together with reconnection charges;

10. COST OF SERVICES CONSUMED

The Purchaser shall pay to the suppliers all charges for electricity, water, telecommunications and other services consumed or used at or in relation to the said unit including meter rents and standing charges and comply with the lawful requirements and regulations of the respective suppliers.

11. WORKS REQUIRED BY STATUTE, DEPARTMENT OF AUTHORITY

The Purchaser must exercise all works and maintain all arrangements on or in respect of the said Unit that are required in order to comply with the requirements of any statute already or in the future to be passed, or the requirements of any government department, local or public authority

regardless of whether such requirements are imposed on the Owner/Developer, occupier or any other person.

12. OBLIGATION OF THE PURCHASER / ALLOTTEE

The Purchaser shall be liable for:

- i) all local rates and taxes and other charges of whatsoever nature, from the date of possession of the said unit and applicable to the said premises or the said building;
- ii) all notices served and orders demands, proposals or requirements made by any local or public or other competent authority or body whether before or after the Agreement;
- iii) all actual or proposed charges, notices, orders, restrictions, contraventions or other matters arising under the enactments relating to town planning and environmental law;
- iv) all easements, quasi-easements, rights exceptions or other similar matters whether or not apparent on inspection or disclosed in any of the documents referred to in this Agreement;

13. FORCE MAJEURE

13.1 The Developer shall not be regarded in breach if any of the terms and conditions herein contained and on the part of the Developer to be performed and observed if it is prevented by any of the conditions herein below and it shall not be liable to pay any interest or damages for the following events ;

- i) Fire
- ii) Natural Calamity, such as storm, cyclone, Flood, Tempest etc.;
- iii) Labour Unrest;
- iv) Local Problem such as Riot, Mob-Violence, Threat and Terrorist Attack;

- v) Any prohibitory order from a Court of Law or the Kolkata Municipal Corporation or any other authority or authorities as the case may be;
- vi) Delay in giving electricity connection;
- vii) Delay in granting occupancy certificate;
- viii) Any other unavoidable circumstances beyond the control of the Developer;

#### 14. MORTGAGE / FINANCING

14.1 The Purchaser shall have the right to obtain loan, finance from any Bank/Financial Institution for the purpose of creating a mortgage in respect of the said Unit provided however the Mortgagee shall observe and perform all the covenants restrictions stipulations terms and conditions including payment of various charges and deposits as agreed in this Agreement.

#### 15. COMPLIANCE OF LAWS, NOTIFICATION ETC. BY PURCHASER / ALLOTTEE

15.1 The Purchaser/Allottee is entering into this Agreement for the allotment of the said Unit with the full knowledge of all laws, rules, regulations, notifications applicable to the said building in general and this project in particular. That the Purchaser / Allottee hereby undertakes to comply with and carry out, from time to time even after the Purchaser has taken over for occupation and use the said Unit, all the requirements, requisitions, demands and repairs which are requires by any competent Authority in respect of the said Unit at his/her own cost.

#### 16. MISCELLANEOUS

16.1 The name of the building shall be \_\_\_\_\_.

16.2 The right of the Purchaser shall remain restricted to the Said Unit and in no event the Purchaser shall be entitled and hereby agrees not to claim any right in respect of the other parts or portions of the said building.

16.3 The Purchaser shall not be entitled to use any car parking space at the said premises unless specifically allotted under this agreement.

16.4 The Purchaser shall have no right in the roof of the building, any of the open spaces, open car parking spaces etc. at the said premises save and except the areas agreed to be sold, which shall be under the exclusive ownership, control, use and possession of the Developer and the Developer shall be entitled to dispose of the same and all other additional structures constructed thereon and the interest of the Purchaser herein shall be subject to the aforesaid right of the Developer.

16.5 At or before the date of possession, the Purchaser shall deposit with the Developer necessary amount being the estimated share of the common expenses, sinking fund and rates and taxes as may be decided by the Developer. Such deposit shall be treated as a security deposit which shall be utilised or applied for the purpose of discharging the obligation of the Purchaser to make payment of the proportionate share of maintenance charges, rates and taxes, sinking fund and other outgoings and in the event of such deposit being less than the amount of proportionate maintenance charges and other outgoings agreed to be paid by the Purchaser, then and in that event the Purchaser shall make payment of the balance amount forthwith.

16.6 The Purchaser shall not transfer or assign the rights under this Agreement within 2 years from the date of execution of this agreement and without prior

written permission from the Owner/Developer and till such time all payments under this Agreement are cleared.

17. MAINTENANCE OF THE BUILDING :

17.1 The Developer shall frame a scheme for maintenance and management of common areas and common amenities and facilities of the said building and overall management and control of the common areas together with amenities and facilities in the said building shall be sold to the association as per applicable laws and all decisions with respect to the management and control shall be binding on all the Purchasers of the said building.

17.2 The Developer will be entitled to engage and/or appoint a Maintenance Agency for carrying out the maintenance and collection of prorate maintenance charges etc. from the unit holders in the said building. Such maintenance Agency shall be accountable to the Developer and for the aforesaid purpose, each of the Purchasers shall be obliged to execute a separate agreement with such Maintenance Agency or Developer as the case may be.

17.3 After the Developer appoints the said management company all the rights and obligations of the Developer with regard to the common purposes shall be exercised by the said management company and the Developer shall be freed and discharged from all the obligation in respect thereof.

17.4 The Developer shall be entitled to form a separate management company for regular maintenance of the said building which shall prorate between all the unit holders all taxes and assessments both general and special attributable to the said building and its percentage interest.

17.5 The Purchaser shall bear and pay the proportionate costs charges and expenses of the said building together with management fees thereof to the Developer and/or Maintenance Agency.

17.6 The Developer or Maintenance Agency shall keep all books of account and other records of the building in accordance with good accounting principles and procedure applied in a consistent manner keep statements, receipted bills and invoices and all other records covering all collections disbursement and other dates in connection with maintenance and management of common areas and facilities of the said building.

17.7 The Purchaser shall not be exempted from making payment of common maintenance charges on the ground for non use of common facilities of the said building.

18. ENTIRE AGREEMENT

18.1 This Agreement contains the entire agreement of the parties and no oral representations and warranties or statement between the Owners, Developer and Purchaser shall be considered valid or binding upon either of the parties.

18.2 This agreement supersedes all other representations, warranties agreements, arrangements, understandings or brochures and in no event the Purchaser shall be entitled to set up any oral Agreement.

19. SEVERANCE

If any term of this Agreement is in whole or in part, held to be illegal or unenforceable to any extent under any enactment or rule of law that term or

part shall to that extent be deemed not to form part of this agreement and the enforceability of the remainder of this agreement shall not be affected.

20. WAIVER

No waiver of any breach of any provision of this Agreement shall constitute a waiver of any prior, concurrent or subsequent breach of the same of any other provisions hereof and no waiver shall be effective unless made in writing and signed by an authorized representative of the waiving party.

21. DOCUMENTATION AND PROFESSIONAL CHARGES

21.1 M/s. C.K. Jain & Company, Solicitors & Advocates of 7A, Kiran Shankar Roy Road, Kolkata – 700001 shall draw all papers, documents and drafts required in connection with the said unit and other units in the said building as envisaged therein and the Purchaser shall pay the Professional Fees to C.K. Jain & Co. for preparing drafting for execution and registration of the papers, documents in relation to transfer of the said Unit in favour of the Purchaser as shall be decided by the Developer.

21.2 All stamp duty, registration charges and other incidental expenses in relation to agreement for sale and Deed of conveyance of the said Unit and also any other assurances deeds and documents required to be made for or in relation thereto shall be borne and paid by the Purchaser.

22. EXECUTION AND REGISTRATION OF DEED OF SALE/CONVEYANCE

22.1 Subject to fulfillments of all the obligations by the Purchaser, the Owners and Developer shall execute and register appropriate Deed of Sale/Conveyance of the said unit unto and in favour of the Purchaser free from mortgage and charges of whatsoever nature and the Developer shall be

entitled to raise loans in order to complete the construction of the said building from any Bank and or financial institutions.

23. NOTICE

23.1 All notices and/or communication hereunder shall be in writing and digitally delivered personally by e-mail, SMS, Whatsapp or mailed by certified mail postage and dispatch to the postal authority by registered post with acknowledgement due at the last known address of the parties hereto. If the receiving party consists of more than one person a notice to one of them is notice to all.

24. ARBITRATION

24.1 All disputes and differences between the parties hereto regarding the construction or interpretation of any of the terms and conditions herein contained or touching these presents or determination of any liability if not settled amicably shall be referred to arbitration under the Arbitration and Conciliation Act, 1996 or as amended from time to time, provided however the Owner/Developer or Maintenance agency and/or Association shall have the right to mediate or arbitrate disputes between unit holders and any fees, costs and expenses incurred by such mediation or arbitration shall be payable equally by the unit Purchasers involved in such disputes.

25. JURISDICTION

25.1 Only the Courts having territorial jurisdiction over the said premises shall have jurisdiction in all matters relating to or arising out of this agreement.

THE FIRST SCHEDULE ABOVE REFERRED TO :

ALL THAT piece and parcel of land containing by measurement an area of 9 Cottahs and 10 Chittacks be the same a little more or less together with the sheds structures messuages tenements constructed thereon together with undivided half share in the 43 feet long passage running South to North for ingress and egress thereto situate lying at and being portion of Dag No.50 under Khatian No.292, J.L. No.9 situate at Mouza Sahapur Pargana Magura, Touzi No.101 since renumbered as premises No. 558, S.N. Roy Road (formerly 107 and 393, S.N. Roy Road), P.S. Behala, Kolkata – 700038 (formerly Calcutta) within Kolkata Municipal Corporation Ward No.118 and butted and bounded as follows:-

ON THE NORTH : By Giri Kunj, 390, S.N. Roy Road ;  
 ON THE SOUTH : By S.N. Roy Road ;  
 ON THE EAST : By Giri Kunj, 390, S.N. Roy Road ;  
 ON THE WEST : Partly by the Common Passage and partly by open land of Prahlad Lall Agrawal ;

THE SECOND SCHEDULE ABOVE REFERRED TO :

ALL THAT the said Unit No. \_\_\_\_\_ containing Carpet area of about \_\_\_\_\_Sq. ft., Built-up Area of about \_\_\_\_\_ Sq. ft. and Super Built up area of about \_\_\_\_\_Sq.ft. on the \_\_\_\_\_ floor of the building at the said premises together with right to park \_\_\_\_\_ car in the parking area of the ground floor of the said building constructed at the said premises together with undivided proportionate impartible variable share in the land comprised in the said premises No.558, S.N. Roy Road, Kolkata – 700038, attributable thereto together with right to use common areas and amenities appertaining thereto ;

THE THIRD SCHEDULE ABOVE REFERRED TO :Part - I

The total purchase price of the said Unit shall be Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_only) which shall be paid by the Purchaser to the Developer in the manner stated hereunder:-

Construction Link Plan

Stage of Payment	% Payable
Booking Amount	10 %
On execution of Agreement for Sale	
On completion of _____ Slab	
On completion of _____ Slab	
On completion of _____ Slab	
On completion of _____ Slab	
On completion of _____ Slab	
On completion of _____ Slab	
On completion of Brick work	
On completion of Electric/Plumbing Work	
On completion of Flooring	
On completion of Painting	
On Possession	
Total*	

Provided however GST, Service Tax or any other tax as may be applicable shall also be paid along with each of the above mentioned installments.

PART - II

Deposits (Interest Free)

- i) For the estimated Maintenance charges proportionately
- ii) Sinking Fund
- iii) Rates and Taxes

Part - III

In addition to said total purchase price, the Purchaser shall also pay additional amounts as may be determined by the Developer as stated hereunder :-

- i) Cost charges etc. for electric connection to the said building.
- ii) Cost charges etc. for DG set for the common essential services.
- iii) External Development Charges.
- iv) Cost charges etc. for electric connection to the said Unit.
- v) Power back-up for the extra load of the Unit. .
- vi) All Stamp Duty, Registration charges including professional fees payable to the Advocates and other incidental expenses in relation to all required documents including Agreement for Sale and Deed of Sale/Conveyance Deed of the said unit.
- vii) All statutory out goings and / or impositions including GST, Service Tax or any other taxes, duties, levies, surcharges, charges or fees present or future those may be applicable on the said building and/or the said unit.
- viii) Miscellaneous charges, if any.

THE FOURTH SCHEDULE ABOVE REFERRED TO :(Common Areas)(Part - I)

1. The foundation, columns, beams, supports corridors, hall-areas, concierge areas, lobbies, stairs, stairways, landings, entrances, exits and path-ways ramp driveways.

2. Elevators, Elevator Pits, Elevator Plant installation, Elevator machine room, Fire Control Areas.
3. Common passage and lobby on ground floor excepting car parking area, if any.
4. Tubewell, if any.
5. Water pump, water tank, water pipes and other common plumbing installation.
6. Transformer if any, electric wiring, motor and fittings.
7. Drainage and sewers including manholes, etc.
8. Pump house.
9. Common Toilets.
10. Boundary walls and main gates.
11. Fire detection and fire fighting installation.
12. Such other common parts, areas, equipments, installations, fixtures, fittings, covered and open space in or around the said building as are necessary for passage to or use and occupancy of the units and as may be specified by the Developer expressly to be the common parts after construction of the said building but excluding the other open and/or covered areas or space which shall be used or allowed to be used by the Developer at its discretion for different purposes.

(Part – II)

- a) 24-hours water supply ;
- b) Security Arrangement ;
- c) Adequate Fire Fighting system;
- d) Adequate Power Back-up ;

THE FIFTH SCHEDULE ABOVE REFERRED TO :

(Common Expenses)

1. The costs and expenses of administration and maintaining, redecorating, repairing and renewing etc. of the main structure, the roof, gutters, and water pipes and for all purposes drains conduits and electric cables and wires, common lightings, fixtures fittings and equipment, in under or upon the said building and enjoyed or used by the Purchasers in common with other occupiers or serving more than one unit in the said building, main entrance, landing and stair cases of the said building and enjoyed by the Purchasers or used by him/her/them/it in common as aforesaid and the boundary walls of the said building, compounds, terrace, elevators, pumps, water reservoir, fire system, electrical and other installations.
2. The cost of cleaning and lighting the main entrance, passage, landings, stair cases conduits and other parts of the said building so enjoyed and used by the Purchasers in common as aforesaid and keeping the adjoining spaces in good and repaired conditions.
3. The cost of salaries of janitors/ officers, clerks, bill collectors, liftman, sweepers, caretakers, plumber, security guards, gardeners, electricians, etc.
4. Maintaining and operating the Elevators.
5. Maintaining all Common Areas, Common Amenities and Facilities as specified in the Fourth Schedule hereinabove.
6. Providing and arranging for emptying receptacles for rubbish.
7. Paying all rates taxes duties charges assessments and outgoings whatsoever (whether central, state or local) assessed charged or imposed upon or payable in respect of the said unit and the said building or any part thereof

excepting in so far as the same are responsibility of the individual owners/occupiers of any unit.

8. Abating any nuisance and executing such works as maybe necessary for complying with any notice served by a local authority in connection with the development of the said building or any part thereof so far as the same is not the liability of or attributable to the unit of any individual Purchaser of any unit.

9. Generally managing, maintaining and administering the development and protecting the common areas, common facilities and amenities in the said building as stated in Part-II of the Fourth Schedule hereinabove written and for that purpose employing any contractor or maintenance agency and incurring necessary expenses in this regard and enforcing or attempting to enforce the observance of the covenants on the part of any occupants of any of the units.

10. Keeping all pathways appertaining thereto in good repair and clean and tidy and edged where necessary and clearing the pathways when necessary.

11. Paying a fair proportion of the cost of clearing, repairing, reinstating any drains and sewers forming part of the said building and/or the said property.

12. Providing suitable facilities for disposing of refuse, compacting it or removing it from the said building.

13. Supplying maintaining, servicing, and keeping, in good condition and if appropriate renewing and replacing all fixtures, fittings, furnishings equipment or any other thing which may be considered desirable for performing the services or for the appearance or upkeep of the said building.

14. Erecting, providing maintaining renewing and replacing notice boards and other signs in the said building.

15. Discharging the reasonable or proper cost of any service for better and more efficient management and use of the said building.

16. Complying with the requirements and directions of any competent authority and with the provisions of all statutes and all regulations, orders and bye-laws made thereunder relating to the said building or any part thereof excepting those which are responsibility of the Developer /occupier or Purchaser of any Unit.

17. The purchase, maintenance, renewal and insurance as may from time to time consider necessary, for the carrying out of the acts and things mentioned in this schedule.

18. All such other expenses and outgoings as are deemed by the Developer /Association/Maintenance Agency to be necessary for and incidental thereto.

THE SIXTH SCHEDULE ABOVE REFERRED TO :

BUILDING SPECIFICATION

STRUCTURE	:	R.C.C. Frame Structure.
ELEVATION	:	Designed with Modern Architecture & Blended with weather proof paint.
STAIRCASE	:	Elegant Stair lobby with Designed Vitrified Tiles Flooring.
FLOORING	:	Designed Vitrified Tiles Flooring.

KITCHEN	:	Granite kitchen table top with steel sink & white Ceramic glazed tiles upto 2 Feet height above kitchen table top.
TOILETS	:	White Ceramic Tiles upto 7 Feet height. Hot & Cold water supply system. White coloured European style WC & Wash Basin. Branded CP fittings.
WINDOWS	:	Anodised Aluminum Sliding Windows with clear Glass.
DOORS	:	Solid wood paneled main entrance door and others good quality flush doors.
ELECTRICALS	:	Concealed Copper wiring with latest best quality piano type switches. A.C. point in all bed rooms and Geyser point in all toilets.
PAVEMENT	:	Driveway, pavement with coloured crazy mosaic flooring and well illuminated surroundings.
ROOF TREATMENT	:	Water proofing treatment at roof & toilets.

#### FACILITIES

1. Well decorated elevator of reputed make.
2. Deep Tube well for 24 hrs. un-interrupted water supply subject to sanction of Kolkata Municipal Corporation.
3. Provision for Cable T.V. and Telephone point.
4. Provision for Intercom Security System.

#### AT EXTRA COST

1. Generator to be installed to Supplement Power Shortage.
2. Covered/Open, Car/Two wheeler Parking space at Ground floor.

THE SEVENTH SCHEDULE ABOVE REFERRED TO :

RESTRICTIONS

As from the date of possession of the Said Unit, the Purchaser agrees and enter into the following restrictive covenants that the said unit will be conveyed subject to the performance and observance of the following covenants, stipulations and restrictions and such covenants shall run with and bind the said unit so as to benefit the Purchaser but not so as to render the Purchaser personally liable for any breach of a restrictive covenant after he has parted with all interest in the said unit and to contain the same in the Deed of Conveyance of the said unit.

- i) To pay proportionate maintenance charges including management fees applicable to the said Unit and to co-operate with the Owner/Promoter, Maintenance Agency /Association in the management and maintenance of the said common areas together with amenities and facilities of the Building;
- ii) To observe the rules or regulations as may be framed from time to time by the Owner/Promoter and/or Maintenance Agency /Association in respect of the said Building;
- iii) To allow the authorized representatives of the Owner /Promoter and/or Maintenance Agency /Association with or without workmen to enter into the said unit for the purpose of maintaining, repairing or renewing sewers, pipes, wires, cables and ducts used or capable of being used in connection with enjoyment of any other unit in any of the towers of the said Building;

- iv) To pay the charges of the electricity and other utilities in or relating to the said unit wholly for the Said Unit and proportionately in relating to the common expenses;
- v) Not to sub-divide the Said Unit and/or the car parking space, if allotted, or any portion thereof;
- vi) Not to throw or accumulate or cause or permit to be thrown or accumulated any dirt, rubbish or other refuse within the Said unit or in the compound or in any portion of the Tower or in any part of the said Building or in the Common parts save at the places indicated therefor;
- vii) Not to keep or store and/or allow to be kept or stored any offensive combustible obnoxious hazardous or dangerous article in the said Unit or in the common areas and not to block any common areas of the said Building in any manner and must comply with the requirements and recommendations of the fire authority and the management agency /Association as to fire precautions to be taken relating to the said Building;
- viii) Must not cause an escape of gas from any gas pipe or appliance in the said unit, or neglect any escape of gas where an escape of gas is suspected the Purchaser must ensure that the pipe or appliance as the case may be is examined promptly and repair or replacement is undertaken immediately.
- ix) The Purchaser must have all gas and electrical equipment in the said Unit regularly safety checked and on the occasion of each safety check or at the time of purchase of any second hand items must obtain a certificate from a recognized body certifying its safety and compliance with any statutory requirements or regulations relating to such equipment;

- x) To maintain repair the intruder and fire alarm and ancillary equipment installed at the said Unit therein;
- xi) Not to keep any heavy article or thing, operate any machine as is likely to endanger the structure of the building or damage the floor or roof or outer walls of any Unit;
- xii) Not to do anything that will lessen or diminish the support, shelter or protection given by the said unit to all or any parts of the said Building and the units within or permit or suffer anyone at the said unit expressly or impliedly with his permission or under his control to do so and in particular must not subject the Floor of the said unit to overloading and distribute any load so that no one square feet of the floor at any time is overloaded;
- xiii) Not to hang from or attach to the beams or rafters any articles or machinery which are heavy or likely to affect or endanger or damage the stability of the said Building or any part thereof;
- xiv) Not to fix or install air-conditioner/s in the Said Unit save and except at the place/s which have been specified in the Said Unit for the same;
- xv) Not to do or cause anything to be done in or around, the Said Unit which may cause or tend to cause or tantamount to cause or affect any damage to the Said Unit or to the flooring or ceiling of the Said Unit or any other portion over or below the Said Unit or any part thereof or the fittings and fixtures affixed thereto;

xvi) Not to permit closing of the verandah or balconies or lobbies and common parts and also not to permit any alterations in the elevation and outside colour scheme of the exposed walls of the verandah, lounge or any external walls or both the faces of the external doors and windows including the grills of the Said Unit and to maintain the same as per sanctioned plan;

xvii) Not to fix grills in the verandah and/or windows which are not as per the designs suggested or approved by the Owner/Promoter and/or its Architect;

xviii) Not to make in the Said Unit any structural additions and/or alterations such as beams, columns, partitions, walls etc. or improvements of a permanent nature except with the prior approval in writing of the Owner/Promoter and/or any concerned authority subject however to compliance of the sanctioned plan;

xix) Not to fix or install any antenna on the roof of the said Building or any window antenna;

xx) Not to use the Said Unit or permit the same to be used for any purpose whatsoever other than for residential purposes and not to use the same for any purpose which may or is likely to cause any disadvantage discomfort nuisance or inconvenience to the other users and occupiers of the said Building and the neighbouring premises and shall not use the said unit for any illegal or immoral purposes or as an office, a boarding house, club house, health center, nursing home, amusement or entertainment center, eating or catering place, dispensary, clinic, gymnasium, godown or as a meeting place or for any manufacturing or industrial activity;

xxi) Not to obstruct any entrances, accessways, roads or foot paths within the said Building in any way whatsoever or erect any structure thereat or hinder or interfere with the use of them by the other purchasers of the said Building who are lawfully entitled to use the same;

xxii) Not to use the car parking space, if any allotted to the Purchaser, or permit the same to be used for any other purpose whatsoever other than for the parking of the Purchaser's own road worthy car and not to raise or put up any kutcha or pucca construction, grilled wall, enclosures thereon or part thereon and to keep the same always open and not to permit any person to stay/dwell there or store any articles therein;

xxiii) Not to park or allow its car to be parked or stand any vehicle, including any bicycle, scooter, perambulator or similar vehicle in the pathway approaches or in the open spaces or at any other place at the said Building except at the space, if any, allotted to him/her/them/it and must not permit or suffer anyone expressly or impliedly with his/her/them/it permission or control to do so;

xxiv) Not to leave or caused to be left any furniture, cycle, perambulator, toy box, parcel, bottle or other thing nor any refuse or rubbish in any entrance landing passage stairway lift or other common part of the said Building, nor shall the Purchaser throw or allow to be thrown anything whatsoever nor any refuse or rubbish out of any window of the said unit;

xxv) Not to make or suffer any unreasonable noise in the said Unit by way of playing any musical instruments singing or otherwise;

xxvi) Not to allow any person or child to loiter or play in or about any entrance, landing passage stairway lift clubroom, swimming pool or any other common parts of the said Building save and except the places specified for playing;

xxvii) The Purchaser shall not when separate service staircases are provided use nor authorise the user of any passenger lift for the purpose of carrying of goods;

xxix) To use only those common areas as are mentioned in the Sixth Schedule hereto, for ingress and egress to the Said Unit, in common with the other occupiers of the said Building and the Purchaser shall have no right on any other portion and/or space in the said premises;

xxx) At all times to clean and maintain the said unit in all respects to a high class residential standard so that the said unit does not detract in any way from the overall standard of cleaning and maintenance of other units in the said Building;

xxxi) To keep at all times the interior walls, fittings, fixtures, appurtenances, floor, ceiling etc. of the Said Unit in perfect condition and repair so as not to cause any damage to the said Building or any other space or accommodation thereon and keep the other occupiers of the said indemnified from and against the consequences of any damage arising therefrom;

xxxii) Not to paint, varnish, clad or otherwise decorate the exterior surfaces of the said unit including the common passage for ingress and egress to the said unit and the existing colour scheme and surface texture of the exterior surface must be maintained.

xxxiii) Not to put or affix any sign-board, glow sign, name plate or other things or other similar articles in any of the common areas or outside walls and doors of the said Unit and/or the said Building save at the place and in the manner expressly permitted in writing by the Owner/Promoter/Management Agency/ Association.

xxxiv) Not to cut down, lop or top any of the timber or other trees, shrubs or bushes growing on the said premises or permit or suffer any person under his control to do so. The Purchaser must preserve the trees, shrubberies, hedges and underwood on the said premises from damage or injury, by cattle or otherwise and preserve through the maintenance Agency and/or Association all existing trees and shrubs planted on certain portions of the said premises ;

xxxv) Not to place any show board, name bill, poster, placard, advertisement, drawing or notice of any description on any external part of the said unit or on any of the windows, place any article in a window sill that is visible from outside;

xxxvi) Not to erect any external satellite dish, aerial for receiving television signals on any part of the said unit except at specified space with the consent of the Owner/Promoter/Management Agency /Association;

xxxvii) Not to obstruct or object to the Owner/Promoter doing or permitting any one to do any construction, alteration or work in the said Building and/or any area of the said premises and the Purchaser hereby consents to the same;

xxxviii) Not to affix or draw any wires, cables, pipes etc., from and to or through any of the common areas or other Units;

xxxix) Not to obstruct damage or render inoperative any conduits such as drain, sewer, pipe, spout or conduit used for the passage of water or soil in common with the owners of the other units;

xl) Not to do or cause to be done or allow any act, deed, matter or thing whereby the use and enjoyment of the common areas parts and common amenities of the said Building be in any way prejudicially affected or vitiated;

xli) Not to do anything on the said premises or permit or suffer anything to be done that would hinder or interfere in any way with the development of the said premises;

xlii) The Purchaser hereby covenants with the owner/promoter that the purchaser shall not:-

a) do anything that may or will terminate, obstruct, diminish, restrict, interrupt, interfere with or in any way impede or prejudice the free flow of water through the water pipe within the boundaries of the said premises;

b) do anything detrimental to the quality of water passing through the water pipes within the said premises ;

c) do anything as a result of which the Water Pipe is tapped or in anyway connected into whether or not for the benefit of any third party or permit or suffer anyone expressly or impliedly with his permission or under his control to do so;

d) use the water supplied for any purpose other than normal domestic use;

- e) waste water and take adequate steps to protect all pipes within the said unit as well as in the common paths and passages against any form of leakage and keep the same in good repair and condition and watertight and as often as necessary renew or replace it either wholly or partially;
- xliv) The Purchaser shall have only right to use undivided proportionate impartible right and interest in the common area in the said Premises (save those reserved unto the Owner/Promoter) along with the other unit holders co-owners and shall not do any act deed or thing which may in any way prevent and/or restrict the rights and liberties of the Owner/Promoter or the other unit holders;
- xliii) To regularly and punctually pay and discharge to the Owner/Promoter and/or Maintenance Agency /Association or the concerned statutory Semi-Government body as the case may be all rates, taxes, maintenance charges, common expenses, impositions management fees and all other outgoing in respect of the said Unit and also proportionately for the common areas and/or portions as described under the Fourth Schedule and the common expenses as described in the Fifth Schedule hereinabove in advance within the 7<sup>th</sup> day of every month according to the English Calendar and such amount shall be deemed to be due and payable on and from the date of possession whether actual possession of the Said Unit has been taken or not by the Purchaser;
- xliv) The proportionate rate and/or amount payable by the Purchaser for the common expenses which shall include Management fees shall be decided by the Owner/Promoter and/or Maintenance Agency /Association from time to time and the Purchaser shall be liable to pay the same and the statement of account of the apportionment of charges as prepared by the Owner/Promoter and/or Maintenance Agency /Association shall be conclusive final and binding and the Purchaser shall not be entitled to dispute or question the same;

xlvi) So long as each Unit in the said Buildings is not separately assessed and mutated, the Purchaser shall from the date of possession and/or occupancy certificate, whichever be earlier, be liable to pay the proportionate share of all the rates and taxes assessed on the entirety of the said Building and such proportion to be determined by the Owner/Promoter on the basis of the area of the said Unit;

xlvii) After taking delivery of the said Unit and registration of the Deed of Conveyance, the Purchaser shall take steps to have the Said Unit separately assessed and mutated. The Purchaser shall be liable and responsible for all the costs and consequences of non-observance of this clause;

xlviii) In case the Purchaser defaults or delays in making payment of all the aforesaid expenses, then the Owner/Promoter and/or Maintenance Agency and/or Association shall also be entitled to withhold all utilities and facilities to the Purchaser and/or the said Unit, including electricity, water supply and/or other services, amenities and facilities during the time that the Purchaser is in default. In addition the Said Unit shall be deemed to be charged in favour of the Owner/Promoter and/or Maintenance Agency and/or Association as the case may be for all such amounts falling due together with interest;

xlix) In case the Owner/Promoter and/or Maintenance Agency and/or Association condones the default of the Purchaser, then and in such event, the Purchaser shall along with such dues and/or arrears, pay compensation for the loss and/or damages suffered by the Owner/Promoter and/or Maintenance Agency/Association and also interest at the rate of 18% percent per annum for the period of default on all amounts remaining unpaid together with reconnection charges;

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

SIGNED SEALED AND DELIVERED

by the OWNER at Kolkata

In the presence of :-

SIGNED SEALED AND DELIVERED by the

CO-OWNER/DEVELOPER/PROMOTER at Kolkata

In the presence of :-

SIGNED SEALED AND DELIVERED

by the PURCHASER at Kolkata

In the presence of :-

=====  
DATED THIS      DAY OF                      2019  
=====

B E T W E E N

RAJESH KUMAR AGRAWAL & ANR.

.... OWNER

A N D

SUPER TOWERS PRIVATE LTD.

.... DEVELOPER/PROMOTER

A N D

\_\_\_\_\_  
.... PURCHASER

AGREEMENT FOR SALE

C.K. JAIN & COMPANY  
SOLICITOR & ADVOCATES  
7A, KIRAN SHANKAR ROY ROAD  
KOLKATA – 700001