

**THIS AGREEMENT** made this the                      day of                      **TWO**  
**THOUSAND AND .....** **BETWEEN (1) DAFFODIL TOWER PRIVATE**  
**LIMITED HAVING PAN NO.AACCD8389C (2) BRIGHTFUL RESIDENCY**  
**PRIVATE LIMITED HAVING PAN NO.AA FCB1354E (3) PANCHSHREE**  
**REALTORS PRIVATE LIMITED HAVING PAN NO.AAGCP7535G (4)**  
**PREMKUNJENCLAVE PRIVATE LIMITED HAVING PAN NO.AAGCP7534H**  
**(5) SANKATSATHI PROPPERTIES PRIVATE LIMITED HAVING PAN**  
**NO.AARCS8991C (6) SIDHIMANGAL COMPLEX PRIVATE LIMITED**  
**HAVING PAN NO.AARCS8992B (7) SHIVPARIWAR REAL ESTATE**  
**PRIVATE LIMITED HAVING PAN NO.AARCS9006Q** all existing private  
limited companies within the meaning of the Companies Act 1956 having  
their respective registered office situated at 4B-Castle House, 5/1A,  
Hungerford Street, 3<sup>rd</sup> floor, P. S. Shakespeare Sarani, P.O. Circus Avenue ,  
Kolkata 700 017 **(8) ABDUL KHALEK MONDAL**, son of Late Abdul Jabber

Mondal, aged about 46 years, by religion Muslim, nationality – Indian, by occupation - Business, having **PAN AYLPM5012F**, residing at Kusumba Halderpara, Post Office – Narendrapur, Police Station – Sonarpur, Kolkata – 700 103, District – South 24 Parganas, West Bengal, **(9) BADRA ALAM MONDAL**, son of Ramjan Ali Mondal, aged about 36 years, by religion Muslim, nationality – Indian, by occupation - Business, having **PAN BGEPM1431L**, residing at Jagannathpur, Post Office – R.K. Pally, Police Station – Sonarpur, Kolkata – 700 150, District – South 24 Parganas, West Bengal, **(10) REHANA BIBI**, wife of Abdul Khalek Mondal, aged about 38 years, by religion Muslim, nationality – Indian, by occupation - Housewife, having **PAN BAJPB6425N**, residing at Kusumba Halderpara, Post Office – Narendrapur, Police Station – Sonarpur, Kolkata – 700 103, District – South 24 Parganas, West Bengal, **(11) NAJIR HOSSAIN MOLLICK**, son of Yousuf Ali Mollick, aged about 36 years, by religion Muslim, nationality – Indian, by occupation - Business, having **PAN APFPM5408J**, residing at Jagannathpur, Post Office – R.K. Pally, Police Station – Sonarpur, Kolkata – 700 150, District – South 24 Parganas, West Bengal, **(12) NASIR SARDAR**, son of Kajem Sardar, aged about 31 years, by religion Muslim, nationality – Indian, by occupation - Business, having **PAN BMWPF6467G** residing at A 26, Sukanta Pally, M.G. Road, Police Station – Thakurpukur, Kolkata – 700 082, District – South 24 Parganas, West Bengal, **(13) ABUL KALAM HALDER**, son of Late Ramjan Ali Halder, aged about 48 years, by religion Muslim, nationality – Indian, by occupation - Business, having **PAN ADWPH6545G**, residing at Kusumba Halderpara, P.O. - Narendrapur, Police Station – Sonarpur,

Kolkata – 700 103, District – South 24 Parganas, West Bengal, **(14) AYUB HALDER**, son of Late Kadar Bux Halder, aged about 47 years, by religion Muslim, nationality – Indian, by occupation - Business, having **PAN ADOPH3044G**, residing at Kusumba Halderpara, P.O. - Narendrapur, Police Station – Sonarpur, Kolkata – 700 103, District – South 24 Parganas, West Bengal, and represented by their Constituted Attorney **Shri Piyush Bhartia**, having **PAN AEIPB4707M** son of Late Bishwanath Bhartia residing at 6, National Library Avenue, Kolkata 700 027 hereinafter collectively referred to as the **SELLERS** (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their respective successor and/or successors in their respective offices/interests and assigns) of the **FIRST PART AND BANAJ DEVELOPERS PRIVATE LIMITED** having **PAN AAFCB1198L** also an existing private limited company within the meaning of the Companies Act 1956 having its registered office situated at 5/1A, Hungerford Street, 4B-Castle House, 3<sup>rd</sup> floor, Kolkata 700 017 and represented by its Director **Shri Piyush Bhartia** having **PAN AEIPB4707M** son of Late Bishwanath Bhartia residing at 6, National Library Avenue, Kolkata – 700 017 hereinafter referred to as the **DEVELOPER** (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successor and/or successors in office/interest and assigns) of the **SECOND PART AND .....****S/O,**  
**.....Residing at.....**  
**.....**  
**PAN .....**hereinafter referred to as the **PURCHASER** (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his/her heirs, legal

representatives, executors, administrators and assigns) of the **THIRD PART**

**WHEREAS:**

- A) In this Agreement wherever the context so permits the Sellers are also collectively referred to as the Owners
- B) By an Indenture of Conveyance dated 20<sup>th</sup> day of March 2013 and made between JARINA BIBI, AZIZUL MOLLA, FIROZA MOLLA, AJMIRA BIBI, ROHIMA KHATUN, NAJNIN KHATUN, RAJESH CHOWDHURY, MANOJ CHOWDHURY, ABIDHOSSAIN MOLLA , KISHORE GOPE therein referred to as the Vendor of the One Part and the Owners herein therein collectively referred to as the Purchasers of the Other Part and registered at the office of the Additional District Sub-Registrar of the A.D.S.R. SONARPUR, West Bengal in Book No.I Volume No.8 Pages 6923 to 6961 Being No. 03600 for the year 2013 the Owners herein became absolutely seized and possessed of and/or otherwise well and sufficiently entitled to **ALL THAT** the piece and parcel of Land measuring 7Cottah 5 Chittak 41 sq.ft. (be the same a little more or less) TOGETHER WITH a single storied dwelling tile shed structures measuring approx.120 Sq.ft (more or less) comprised in J.L.NO.50, Touszi No.255, R.S. Dag No. 2283 and 2283/2518 corresponding in L.R. Dag No.2388 and 2446, under R.S. Khatian No.1325 corresponding to L. R. Khatian No.347 in Mouza- Kusumba, under

Police Station- Sonarpur, within the District of 24 Parganas (South) within the limit of Rajpur-Sonarpur Municipality, (more fully and particularly mentioned and described in the Schedule thereunder written to as the SCHEDULE PROPERTY) for the consideration and on the terms and conditions contained and recorded in the said Indenture.

- C) By an Indenture of Conveyance dated 20<sup>th</sup> day of March 2013 and made between JAINALUDDING MOLLA, AYANLUDDIN MOLLA KHADIZA BIBI MONDAL, AZIZA BIBI , ANICHA SIPHY , TANUZA BIBI DHALI therein referred to as the Vendor of the One Part and the Owners herein therein collectively referred to as the Purchasers of the Other Part and registered at the office of the Additional District Sub-Registrar of the A.D.S.R. SONARPUR in Book No.I Volume No.8 Pages 6863 to 6897 Being No. 03602 for the year 2013 the Owners herein became absolutely seized and possessed of and/or otherwise well and sufficiently entitled to **ALL THAT** the piece and parcel of Land measuring 17Cottahs 10 Chittacks and 37Sq.ft. (be the same a little more or less) TOGETHER WITH a single storied dwelling tile shed structures measuring approx.70 Sq.ft (more or less) comprised in R.S. Dag No.2283 to 2283/2518 corresponding to L.R. Dag No.2388 and 2446, under R.S. Khatian No.1325 corresponding to L.R. Khatian No. 347, IN J.L. NO.50, Touzi No.255 in Mouza- Kusumba, under Police Station- Sonarpur, within the District of 24 Parganas (South) within the limits of Rajpur-Sonarpur Municipality, (more fully and particularly

mentioned and described in the Schedule thereunder written and hereinafter referred to as the SCHEDULE PROPERTY) for the consideration and on the terms and conditions contained and recorded in the said Indenture.

- D) By an Indenture of Conveyance dated 21<sup>st</sup> day of March, 2013 and made between NAJIR HOSSAIN MOLLICK, NASIR SARDAR, therein referred to as the Vendor of the One Part and the Owners herein therein collectively referred to as the Purchasers of the Other Part and registered at the office of the Addl. Registrar of Assurances -I, Kolkata in Book No.I Volume No.5 Pages 12790 to 12816 Being No. 02735 for the year 2013 the Owners herein became absolutely seized and possessed of and/or otherwise well and sufficiently entitled to **ALL THAT** the piece and parcel of Land measuring 4Cottahs 2 Chittaks 23 sq.ft. (be the same a little more or less) TOGETHER WITH a single storied dwelling tile shed structures measuring approx.140 Sq.ft (more or less) comprised in J.L. NO.50 , Touzi No.255, R.S. Dag No. 2336 corresponding to L.R. Dag No.2450, under R.S. Khatian No.1364, corresponding to L. R. Khatian No.453,685 and 1936 in Mouza- Kusumba, under Police Station- Sonarpur, within the District of 24 Parganas (South) within the limit of Rajpur-Sonarpur Municipality, (more fully and particularly mentioned and described in the Schedule thereunder written hereinafter referred to as the SCHEDULE PROPERTY) for the consideration and on the terms and conditions contained and recorded in the said Indenture.

- E) By an Indenture of Conveyance dated 21<sup>st</sup> day of March 2013 and made between ABDUL KHALEK MONDAL, BADRA ALAM MONDAL, REHANA BIBI, NAJIR HOSSAIN MOLLICK therein referred to as the Vendor of the One Part and the Owners herein therein collectively referred to as the Purchasers of the Other Part and registered at the office of the Addl.Registrar of Assurances-I, Kolkata in Book No.I Volume No.5 Pages 12761 to 12789 Being No. 02734 for the year 2013 the Owners herein became absolutely seized and possessed of and/or otherwise well and sufficiently entitled to **ALL THAT** the piece and parcel of Land measuring 21 Cottahs 3 Chittaks 16 sq.ft. (be the same a little more or less) TOGETHER WITH a single storied dwelling tile shed structures measuring approx.140 Sq.ft (more or less) comprised in R.S. Dag No. 2337 corresponding to L.R. Dag No.2451 under R.S. Khatian No.1364, L. R. Khatian No.453,685 and 1936 in Mouza-Kusumba, under Police Station- Sonarpur, within the District of 24 Parganas (South) within the limit of Rajpur-Sonarpur Municipality, (more fully and particularly mentioned and described in the Schedule thereunder written the SCHEDULE hereunder written and hereinafter referred to as the SCHEDULE PROPERTY) for the consideration and on the terms and conditions contained and recorded in the said Indenture.
- F) By an Indenture of Conveyance dated 22<sup>nd</sup> day of March, 2013 and made between YUSUF ALI HALDER, ERSHAD ALI HALDER,

MOHAMMED ALI HALDER, ISLAM HALDER, ROKEYA BIBI, RASHIDA BIMI MONDAL therein referred to as the Vendor of the One Part and the Owners herein therein collectively referred to as the Purchasers of the Other Part and registered at the office of the Additional District Sub-Registrar, SONARPUR in Book No.I Volume No.9 Pages from 1743 to 1780 Being No. 03711 for the year 2013 the Owners herein became absolutely seized and possessed of and/or otherwise well and sufficiently entitled to **ALL THAT** the piece and parcel of Land measuring 7Cottahs 7 Chittaks 12 sq.ft. (be the same a little more or less) TOGETHER WITH a single storied dwelling tile shed structures measuring approx.140 Sq.ft (more or less) comprised in J.L. NO.50 Touzi No.255, R.S. Dag No. 2283/2518 corresponding to L.R. Dag No.2446 under R.S. Khatian No.1325 L. R. Khatian No.365 and 462 in Mouza- Kusumba, under Police Station- Sonarpur, within the District of 24 Parganas (South) within the limit of Rajpur-Sonarpur Municipality, (more fully and particularly mentioned and described in the Schedule thereunder written in the SCHEDULE hereunder written and hereinafter referred to as the SCHEDULE PROPERTY) for the consideration and on the terms and conditions contained and recorded in the said Indenture.

The said Schedule Property wherever the context so permits are collectively referred to as the said Properties and the said Properties are contiguous to each other



- I) By different Agreements for Development both dated 19<sup>th</sup> day of February 2016 and another dated 20<sup>th</sup> day of April, 2016 entered into between the Owners and the Developer, the Owners granted the exclusive right of development in respect of the said properties unto and in favour of the Developer herein for the consideration and on the terms and conditions contained and recorded in the said Agreements (hereinafter referred to as the DEVELOPMENT AGREEMENTS)
- J) In pursuance of the said Development Agreements the Developer caused the said properties to be amalgamated and upon amalgamation the said Properties as mentioned in the Schedule written hereunder have been allotted the Premises No. 3860, Kusumba by the Rajpur-Sonarpur Municipality and the said amalgamated properties are now known as numbered as Municipal Premises No. 3860, Kusumba.
- K) The Developer caused map or plan to be sanctioned by the authorities being No. 235/CB/08/25 dated 06-02-2017 (hereinafter referred to as the said PLAN) whereby the Developer became entitled to construct erect and complete a new building at the said premises comprising of ground plus four floors (hereinafter referred to as the NEW BUILDING)
- L) The Developer has since commenced the work of construction erection and completion of the said New Building in accordance

with the said Plan and the Sellers and the Developer have identified their respective allocations and in terms of the said Development Agreement each of the Sellers and the Developer is entitled to independently enter into agreement for sale and transfer in respect of the various Units apartments constructed spaces and car parking spaces forming part of their respective allocations

- M) The Purchaser is desirous of acquiring on ownership basis ALL THAT the Unit No..... on the ..... floor of the said New Building presently in course of construction at the said Premises containing by admeasurement .....SQ.MTRS. (be the same a little more or less) (Carpet Area) TOGETHER WITH one open /covered car parking spaces in the ground floor of the building situated at the said Premises and TOGETHER WITH the proportionate share or interest in all common parts portions areas and facilities and TOGETHER WITH the undivided proportionate share in the land comprised in the said Premises attributable thereto (more fully and particularly described in the SECOND SCHEDULE hereunder written and hereinafter referred to as the said Unit AND THE PROPERTIES APPURTENANT THERETO) forming part of the Sellers's Allocation / Developers Allocation which the Sellers / Developers has agreed to sell and transfer for the consideration and on the terms and conditions hereinafter appearing.
- N) At or before execution of this Agreement the Purchaser has fully satisfied himself/herself/ itself as to: -
- i) The title of the Owners in respect of the said Premises,

- ii) Has satisfied himself/herself regarding the terms and conditions of the said Development Agreement
- iii) Has inspected the plan sanctioned by Rajpur – Sonarpur Municipality.
- iv) The total chargeable area to comprise in the said Unit.
- v) Location of the common parts and portions
- vi) The right of the Sellers / Developers to enter into this Agreement

And has agreed not to raise any objections whatsoever or howsoever.

- O) The parties herein are desirous of recording the agreement, in writing.

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

#### **ARTICLE I – DEFINITIONS**

In these presents unless there is anything in the subject or context inconsistent with the following expression shall have the meaning assigned against them.

- 1.1** ARCHITECT shall mean Mr. Anjan Ukil or any other firm of architects appointed by the Sellers / Developers.

- 1.2** BUILDING shall mean the all such building/buildings and/or other structures to be constructed at the said premises for residential / commercial purposes in accordance with the plan sanctioned by the authorities concerned with such variations as may be permitted.
- 1.3** PURCHASER shall mean the said ..... shall include his/her heirs, legal representatives executors administrators and assigns
- 1.4** CAR PARKING SPACES shall mean All that the one open/ covered Car Parking Spaces lying at the ground floor at the said Premises to be acquired by the Purchaser .
- 1.5 COMMON PURPOSE shall mean and include the purpose of maintaining the said premises and the said building and in particular the common parts and meeting of the common expenses and matters relating to mutual rights and obligations of the owners of various Units and common use and enjoyment thereof.
- 1.6 COMMON EXPENSES/THE MAINTENANCE EXPENSES shall mean the proportionate share of common expenses to be paid borne and contributed by the intending purchasers for rendition of common services briefly described and without limitation is in the SEVENTH SCHEDULE hereunder written.
- 1.7 COMMON PARTS AND PORTIONS shall mean and include lobbies, staircases, passageways. Lifts, Lift-shafts, pump rooms, machine room, water tank, and other facilities whatsoever required for maintenance and/or management of the building in which the said

Unit is located and such other areas needed only for the purpose of ingress and egress from the said building to the municipal road and other areas as may be decided by the Developer / Seller to be determined by the Developer/ Sellers in their absolute discretion at the time of making over of the possession of the said Unit (more fully and particularly described in the THIRD SCHEDULE hereunder written).

- 1.8 COMMON FACILITIES shall mean the facilities which shall remain common for all the owners and/or occupiers of the said new building for beneficial use and enjoyment of their respective Units.
- 1.9 PREMISES shall mean ALL THAT the Premises No. 3860, Kusumba, Kolkata 700 103 (more fully and particularly described in the SCHEDULE hereunder written).
- 1.10 PLAN shall mean the Building plan sanctioned by the authorities concerned and shall include such modification or variation as may be made by the Developer from time to time with prior sanction from the authorities concerned.
- 1.11 HOUSE RULES/USER shall mean the rules and regulations regarding the user/holding of the said Unit as hereinafter stated.
- 1.12 SELLERS shall mean the said **(1) (1) DAFFODIL TOWER PRIVATE LIMITED (2) BRIGHTFUL RESIDENCY PRIVATE LIMITED (3) PANCHSHREE REALTORS PRIVATE LIMITED (4) PREMKUNJ ENCLAVE PRIVATE LIMITED (5) SANKATSATHI PROPERTIES PRIVATE LIMITED (6) SIDHIMANGAL COMPLEX PRIVATE LIMITED (7) SHIVPARIWAR REAL ESTATE PRIVATE**

**LIMITED (8) ABDUL KHALEK MONDAL (9) BADRA ALAM MONDAL (10) REHANA BIBI (11) NAJIR HOSSAIN MOLLICK (12) NASIR SARDAR (13) ABUL KALAM HALDER (14) AYUB HALDER** and shall include their respective successor and/or successors in their respective office/interest and assigns.

1.13 DEVELOPER shall mean the said **BANAJ DEVELOPERS PRIVATE LIMITED** and shall include its successor and /or successors in its office /interest and assigns.

1.14 SERVICE INSTALLATIONS shall mean sewers, drains, channels, pipes, water courses, gutters, main wires cables, conduits, tanks, and soakways and any other apparatus for the supply of water electricity or telephone or for the disposal of foul or surface water.

1.15 SINKING/RESERVE FUND - At or before entering into this agreement it has been expressly communicated to the Purchaser that the said Building is to be kept and retained as a decent residential building and as such to avoid any controversy in future and also for ensuring that proper maintenance and up-keep of the said Building continues it has been agreed that the Purchaser shall keep in deposit a sum not to exceed Rs.50/- per Sq.ft. as may be agreed or determined by the Developer/Sellers in their absolute discretion towards Sinking/Reserve Fund which shall be held free of interest by the Sellers/Developer and upon the formation of the Society/ Association/ Holding Organisation/Syndicate (HOLDING ORGANISATION) made over to the Holding Organisation which shall be entitled to invest the same in such securities and in such

manner as the Holding Organisation may think fit and apply the income for the purpose of meeting the expenses which may be necessary or required or the purpose of repairs maintenance security and upkeep of the building and such deposit towards such sinking/reserve fund shall not absolve the Purchaser of his/her/its obligation for the payment or contribution for periodical maintenance and other charges.

1.16 THE SAID Unit AND THE PROPERTIES APPURTENANT THERETO shall mean all that the said Unit No..... on the ..... floor of the building now in course of construction at the said Premises containing by admeasurement .....Sq. Mtrs. (be the same a little more or less) (Carpet Area) TOGETHER WITH one open / covered car parking space/s AND TOGETHER WITH the undivided proportionate share in the land comprised in the said Premises attributable thereto AND TOGETHER WITH the undivided proportionate share in all common parts portions areas and facilities and/or amenities

## **ARTICLE II - INTERPRETATIONS**

2.1 In this Agreement (save to the extent that the context otherwise so requires): -

- i) Any reference to any act of Parliament or State Legislation whether general or specific shall include any modification, extension or re-

enactment of it for the time being in force and all instruments, orders, plans, regulations, bye-laws permissions or directions any time issued under it.

- ii) Reference to any agreement, contract deed or documents shall be construed as a reference to it as it may have been or may from time to time be amended, varied, altered, modified, supplemented or novated
- iii) An obligation of the Purchaser in this Agreement to do something shall include an obligation to ensure that the same shall be done and obligation on its part not to do something shall include an obligation not to permit, suffer or allow the same to be done.
- iv) Words denoting Masculine gender shall include feminine and neutral genders as well.
- v) Words denoting singular number shall include the plural and vice versa.
- vi) A reference to a statutory provision includes a reference to any modification, consideration or re-enactment thereof for the time being in force and all statutory instruments or orders made pursuant thereto.
- vii) Any reference to this agreement or any of the provisions thereof includes all amendments and modification made in this Agreement from time to time in force.
- viii) The headings in this agreement are inserted for convenience of reference and shall be ignored in the interpretation and construction of this agreement.



- ix) The Schedules shall have effect and be construed as an integral part of this agreement.

### ARTICLE III – SALE AND TRANSFER

- 3.1 In consideration of the various amounts to be paid by the Purchaser and subject to Purchaser performing and observing all the conditions and covenants to be performed and observed on the part of the Purchaser, the Sellers have agreed to sell and transfer and the Developers have agreed to confirm ALL THAT the Unit No..... .on the ..... floor of the building now in course of construction at the said Premises containing by admeasurement an area of .....Sq. Mtrs. (Carpet Area) (be the same a little more or less) TOGETHER WITH one open /covered car parking spaces in the ground floor of the said new building TOGETHER WITH the undivided proportionate share in the land comprised in the said Premises attributable thereto AND TOGETHER WITH the undivided proportionate share in the common parts and portions (more fully and particularly mentioned and described in the SECOND SCHEDULE hereunder written and hereinafter collectively referred to as the said UNIT AND THE PROPERTIES APPURTENANT THERETO ) forming part of the Sellers's Allocation / Developers Allocation for the consideration and subject to the terms and conditions hereinafter appearing

**ARTICLE IV – CONSIDERATION/PAYMENT**

- 4.1 In consideration of the aforesaid the Purchaser has agreed to make payment of an aggregate sum of Rs...../- (Rupees ..... only) (hereinafter called the CONSIDERATION AMOUNT) (which amount includes the cost of construction of the said Unit, car parking space, common parts and common facilities)
- 4.2 The Purchaser out of the said Consideration amount at or before execution of this Agreement has paid to the Sellers /Developers a sum of Rs...../- (Rupees .....only) towards the application money for the allotment of the said Unit, which has been adjusted against the total consideration amount and the said consideration amount to be paid in respect of the said Unit shall be paid in the manner provided for in the SCHEDULE hereunder written.
- 4.3 The entirety of the consideration amount will be paid to the Sellers / Developers and all amounts paid to the Sellers / Developers shall be a complete discharge of the obligation of the Purchaser to make payment under this agreement and/or in respect of the said Unit .
- 4.4 In addition to the aforesaid consideration the Purchaser has also agreed to pay to the Sellers / Developers various amounts as and by way of Refundable Deposit (more fully and particularly mentioned and described in the SCHEDULE hereunder written) and Non Refundable Deposits (more fully and particularly

mentioned and described in the SCHEDULE) and payment of such amounts shall be made at or before taking over possession of the said Unit and in addition the Purchaser agrees to make payment of the charges in respect of:

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

4.5 Charges for providing any additional work in and/or relating to the said Unit at the request of the Purchaser and for providing any

additional facilities or utility for the said Unit shall be paid borne and discharged by the Purchaser.

- 4.6 All betterment fees taxes and other levies charges imposed by the Government or any other authority relating to the said Premises and/or the said Unit shall be paid and borne by the Purchaser proportionate to his/ her/ its interest therein.
- 4.7 Time for payment shall always remain as the essence of the contract. In the event of any default on the part of the Purchaser in making payment of any of the amounts agreed to be paid in terms of this Agreement. The Sellers / Developers shall be entitled to claim interest at the rate of 18% per annum on the amount remaining outstanding subject to what is hereinafter appearing.
- 4.8 In the event of any default on the part of the Purchaser in making payment of any of the amounts in terms of this Agreement and if such default shall continue for a period of thirty days from the same becoming due the Sellers / Developers shall be entitled to and are hereby authorised to determine and/or rescind this Agreement and forfeit a sum equivalent to TEN percent of the consideration amount as and by way of predetermined liquidated damages and the Purchaser hereby consents to the same and refund the balance upon the Sellers / Developers entering into an agreement for sale with another person in respect of the said Unit. Upon such termination the Purchaser shall cease to have any right or claim under this Agreement and/or in respect of the said Unit and the Sellers / Developers shall be entitled to enter into agreements for sale and transfer with any other person or persons without any claim on the part of the Purchaser and the Purchaser hereby consents to the same.

- 4.9 The Purchaser agrees and covenants not to claim any right or possession over and in respect of the said Unit till such time the Purchaser has made and/or deposited all the amounts herein agreed to be paid or deposited by the Purchaser.
- 4.10 It is hereby agreed and declared that the Purchaser has agreed and committed himself/herself/itself to make payment of the amounts payable in terms or these presents and it shall not be obligatory or necessary on the part or the Sellers / Developers to serve any notice or demand on the Purchaser.
- 4.11 In the event of the Sellers / Developers providing any additional materials facilities or gadgets over and above what has been agreed upon for the benefit of the residents of the building the Purchaser shall be liable to make payment of the proportionate share in respect thereof and the same shall form part of the common portions. However, whether such additional facilities or amenities are to be provided for will be entirety at the sole discretion of the Sellers / Developers and the Purchaser hereby consents to the same.

#### **ARTICLE V - CONSTRUCTION AND COMPLETION**

- 5.1 The Sellers / Developers shall construct erect and complete and/or cause to be constructed erected and completed the said new building and/or the said Unit/Units with such materials and/or specifications (more fully and particularly mentioned and described in the SCHEDULE hereunder written) or as shall be recommended by the Architect and the Purchaser has agreed not to raise any objection whatsoever or howsoever.

- 5.2 The said Unit shall be constructed erected and completed in accordance with the said Plan duly sanctioned by the authorities concerned with such modifications or alterations as may be deemed fit and proper by the Developer/Sellers or the Architect or as may be required by the authorities concerned and the Purchaser hereby consents to the same and hereby further agrees not to have or raise any objection in the Developer/Sellers and/or the Architect making such alterations or additions.
- 5.3 The Purchaser shall not do any act deed or thing whereby the construction or development of the said premises is in any way hindered or impeded with nor shall in any way commit breach of any of the terms and conditions herein contained.
- 5.4 During the period of construction and at all times the said Unit shall be at the sole risk of the Sellers / Developers.
- 5.5 Unless prevented by circumstances beyond the control of the Developer the said New Buildings would be completed within 48 months with a grace period of 12 months (hereinafter referred to as the COMPLETION DATE) from the date of sanction of the said Plan.
- 5.6 Before the date of possession of the said Unit the Purchaser agrees and covenants: -
- a) To pay to the Sellers / Developers such amounts due and payable on account of the consideration as mentioned in Fourth Schedule hereto and the proportionate costs of all payments made for extra common facilities to be provided to all occupiers of the said Building.

- b) To deposit amounts free of interest with the Sellers / Developers for the purpose and subject to the conditions mentioned in the Schedule hereunder written.

5.7 Immediately after the said Unit is ready and made fit for habitation (and in this regard the decision of the Architect shall be final and binding) the Sellers / Developers shall serve a notice on the Purchaser and within 07 days from the date of such notice (hereinafter referred to as the POSSESSION DATE) the Purchaser shall be deemed to have taken over possession of the said Unit for the purpose of making payment of the common expenses and maintenance charges PROVIDED HOWEVER in no event the Purchaser shall be entitled to claim physical possession of the said Unit until such time the Purchaser has made full payment and/or deposited all the amounts payable by the Purchaser to the Sellers / Developers and the Sellers / Developers shall not be liable to deliver possession of the said Unit until such time the Purchaser has made full payment of the amounts agreed to be paid by the Purchaser in terms of this Agreement.

5.8 From the Date of Possession the Purchaser shall be liable to and agrees to pay and contribute the proportionate share of Municipal rates, multi-storied taxes and other taxes, maintenance and service charges and all other outgoings payable presently or which may be imposed or levied in future in respect of the said Unit and proportionately for the whole building and premises regularly and punctually whether actual physical possession of the said Unit is taken or not by the Purchaser.

5.9 In no event the Purchaser shall be entitled to have any claim against the Sellers / Developprs if the said New Building and the said Unit are not completed within the completion date, if the Developer is prevented from completing the said new building for any circumstances beyond the control of the Developer and the



certificate of the Architect in this regard shall be final and conclusive and binding on the parties.

#### **ARTICLE VI - Conditions Precedent**

- 6.1 Satisfaction of Purchaser: The Purchaser confirms, accepts assured the Sellers / Developers that the Purchaser is acquainted with, fully aware of and is thoroughly satisfied about title of the Sellers / Developers, the plans, all the background papers and the right of the Sellers / Developers to enter into this agreement and shall not raise any objection with regard thereto.
- 6.2 Financial and other capacity of Purchaser: The Purchaser confirms and assured the Sellers / Developers that the Purchaser has the financial and other resources to meet and comply with all financial and other obligations under this Agreement punctually.
- 6.3 Measurement :As regards chargeable area of the said Unit, the Sellers/ Developers and the Purchaser have mutually agreed and the same shall be final and binding on the parties and the Purchaser will not be entitled to raise any objection at any time or under any circumstances.
- 6.4 Rights Confined to said Unit and Appurtenances : The Purchaser confirm, accept and assured the Sellers / Developers that notwithstanding any thing contained in this Agreement, it is clearly understood by the Purchaser that the right title and interest of the Purchaser is confined only to the said Unit and

the Sellers / Developers is entitled to deal with other portions of the said Premises and may obtain new sanctions of additional tower with multiple flats and dispose of the same to third parties at the sole discretion of the Sellers Developers to which the , Purchaser under no circumstances shall be entitled to raise any objection.

**ARTICLE VII – HOUSE RULES/USER AND OTHER OBLIGATIONS**

7.1 Upon full payment of all the amounts the Purchaser shall be put in possession of the said Unit.

7.2 As from the date of possession of the said Unit the Purchaser agrees and covenants -

- (a) To co-operate with the other co-purchasers and the Sellers and the Developer in the management and maintenance of the said New Building.
- (b) To observe the rules framed from time to time by the Sellers and/or Developer and upon the formation of the Holding Organisation by such Holding Organisation.
- (c) To use the said Unit for residential purposes and not for other purposes whatsoever without the consent in writing of the Sellers / Developers.

- (d) To allow the Sellers and/or the Developer with or without workmen to enter into the said Unit for the purpose of maintenance and repairs but only with 48 hours prior notice in writing to the Purchaser.
- (e) To pay and bear the common expenses and other outgoings and expenses since the date of possession and also the rates and taxes for the said Unit and proportionately for the new building and/or common parts/areas and wholly for the said Unit and/or to make deposits on account thereof in the manner mentioned hereunder to the Sellers / Developers and upon the formation of the Holding Association to such Holding Organisation. Such amount shall be deemed to be due and payable on and from the date of possession whether physical possession of the said Unit has been taken or not by the Purchaser. The said amounts shall be paid by the Purchaser without raising any objection thereto regularly and punctually within 72 hours to the Sellers / Developers and upon formation of the Holding Organisation to such Holding Organisation.
- (f) To deposit the amounts reasonably required with the Sellers/ Developers and upon the formation of the Holding Organisation with such Holding Organisation towards the liability for rates and taxes and other outgoings.
- (g) To pay charges for electricity in or relation to the said Unit wholly and proportionately relating to the common parts.

- (h) Not to subdivide the said Unit and/or the parking Space if allotted or any portion thereof.
- (i) Not to do anything or prevent the Sellers and/or the Developer from making further or additional legal constructions within 8 A.M. to 6 P.M. within any working day notwithstanding any temporary disruption in the Purchaser's enjoyment of the said Unit.
- (j) To maintain or remain responsible for the structural stability of the said Unit and not to do anything which has the effect of affecting the structural stability of the building.
- (k) 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 effect any damage to any flooring or ceiling of the said Unit or adjacent to the said Unit or in any manner interfere with the use and rights and enjoyment thereof or any open passages or amenities available for common use.
- (l) Not to damage demolish or cause to be damaged or demolished the said Unit or any part thereof or the fittings and fixtures affixed thereto.
- (m) Not to close or permit the closing of verandahs or lounges or balconies and lobbies and common parts and also not to alter or permit any alteration in the elevation and outside colour scheme of the exposed walls of the Verandahs lounge or any external walls or the fences of external doors and windows including grills of the said Unit which in the opinion of the Sellers / Developers

differs from the colour Scheme of the building or deviation or which in the opinion of the Sellers/Developer may affect the elevation in respect of the exterior walls of the said building.

- (n) Not to install grills the design of which have not been suggested and approved by the Architect.
- (o) Not to do or permit to be done any act or thing which may render void or make voidable any insurance in respect of the said Unit or any part of the said building or cause increased premium to be payable in respect thereof if the building is insured.
- (p) Not to make in the said Unit any structural additional and/or alterations such as beams columns partition walls etc or improvements of a permanent nature except with the prior approval in writing of the Sellers/ Developer and with the sanction of the authorities concerned as and when required.
- (q) Not to use the said for the purpose which may or is likely to cause nuisance or annoyance to co-purchasers/occupiers of the other portions of the said building or buildings to the owners and occupiers of the neighbouring premises or for any illegal or immoral purpose or as a Boarding House, Guest House, Club House, Nursing Home, amusement or Entertainment Centre, Eating or Catering Place, Dispensary or a Meeting Place or for any commercial or industrial activities whatsoever.

Similarly shall not keep in the parking place anything other than private motor car or motor cycle and shall not raise or put up any kutcha or pucca constructions grilled wall or enclosure thereon or part thereof and shall keep it always open as before. Dwelling or staying of any person or blocking by putting any articles shall not be permitted.

(r) Not to use or permit to be used the allocated car parking space for any other purpose whatsoever other than parking of its own car/cars.

(s) Not to park car on the pathway or open spaces of the building at any other place except the space allotted to him/ her/ its and shall use the pathways as would be decided by the Sellers.

(t) 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.

(u) To abide by such building rules and regulations as may be made applicable by the Sellers / Developers before the formation of the Holding Organisation and after the Holding Organisation is incorporated to comply with and/or adhere to the building rules and regulations of such holding organisation.

**HOUSE RULES:**

- (1) The lobbies, entrances and stairways of the Building shall not be obstructed or used for any purpose other than ingress to and egress from the Unit/Unit in the Building.

- (2) Children shall not play in the stairways or elevators.
- (3) No Purchaser/Occupier shall make or permit any disturbing noises in the Building or do or permit anything to be done therein which will interfere with the rights comfort or convenience of other occupiers. No Occupier shall play upon or suffer to be played upon musical instrument or permit to be operated a phonograph or radio or television loud speaker in such the apartment if the same shall disturb or annoy other occupants of the building. No Purchaser/Occupier shall give vocal or instrumental instruction at any time in order to reduce sound emanating from an apartment.
- (4) Each Owner shall keep such apartment in a good state of preservation and cleanliness and shall not throw or permit to be thrown therefrom or from the doors, windows, terraces, balconies thereof any dirt or other substances.
- (5) No article shall be allowed to be placed in the staircase landings or shall anything be hung or shaken from the floor, windows, terraces or balconies or place upon the window sills of the Building. No fences or partitions shall be placed or affixed to any terrace without the prior approval of the Sellers.
- (6) No shades awnings, window guards, ventilators or air conditioning devises shall be used in or about the Building excepting such as shall have been approved by the Sellers/ Developers.

- (7) No sign, notice or advertisement shall be inscribed or exposed on or at a window or other part of the building except such as shall have been approved by the Sellers / Developers nor shall anything be projected out of any window of the Building without similar approval.
- (8) Water-closets and other water apparatus in the Building shall be used for any purpose other than those for which they were constructed nor shall any sweepings, rubbish, rags or any other article be thrown into the same. Any damage resulting from misuse of any of water-closets or apparatus shall be paid for by the Unit-owner in whose apartment it shall have been caused.
- (9) No bird or animal shall be kept or harboured in the common areas of the Building. In no event shall dogs and other pets be permitted on elevators or in any of the common portions of the Building unless accompanied.
- (10) No radio or television aerial shall be attached to or hung from the exterior of the building.
- (11) Garbage and refuse from the apartments shall be deposited in such place only in the Building and at such time and in such manner as the superintendent of the Building may direct.
- (12) No vehicle belonging to a Purchaser or to a member of the family or guest, sub-tenant or employee of a lessee shall be parked in the open space or in such manner as to impede or prevent ready access to the entrance of the Building by another vehicle.



- (13) These house rules may be added to, amended or repealed at any time by the Sellers/Developer and after formation by the Society/ Association.
- (14) Until formation of such Holding Organisation the Developer/Sellers shall manage and maintain the said building and the common parts thereof.
- (15) The Purchaser agrees that:
- (a) The Purchaser shall pay regularly and punctually within 7<sup>th</sup> day of every month and month by month the common expenses as described in the SCHEDULE hereunder written at such rate as may be decided, determined and apportioned by the Sellers / Developers to be payable from the date of possession to the Sellers/ Developers and upon formation and transfer of management of the building to the Holding Organisation such payments are required to be made without any abatement or demand.
- (b) The proportionate rate payable by the Purchaser for the common expenses shall be decided by the Sellers/Developers from time to time and the Purchaser shall be liable to pay all such expenses wholly if it relates to the Purchaser's Unit only and proportionately for the building as a whole. The statement of account of the apportionment of the charges as prepared by the Sellers /Developers shall be conclusive and final. The Purchaser shall not be entitled to dispute or question the same provided that the billing is reasonable. In the event of the

transfer of the management and administration of the said building to the Holding Organisation in terms of these presents the employees of the Sellers / Developers such as watchmen, security staff, liftmen etc. shall be employed and/or absorbed in the employment of such Holding Organisation with continuity of service and on the same terms and conditions of employment with the Sellers / Developers; and the Purchaser shall not be entitled to raise any objection thereto and hereby consents to the same.

- (c) After the formation of the Holding Organisation the Purchaser shall pay such amounts for the aforesaid purpose as may be fixed and determined by the Holding Organisation.
- (d) So long as each Unit in the said Premises shall not be separately mutated and separated the Purchaser shall pay the proportionate share of all rates and taxes assessed on the whole premises including the charges for loss of electricity while in transmission to the Sellers/Developers from the date of possession. Such proportion is to be determined by the Sellers / Developers on the basis of the area of such Unit in the said Building.
- (e) If the Purchaser fails to pay the aforesaid expenses or part thereof within time as aforesaid the Purchaser shall be liable to pay interest at the rate of 2% per month and further that if any interest remains unpaid for sixty days, the Sellers / Developers or upon formation of Holding Organisation. Such Holding Organisation shall be at liberty to disconnect and/or suspend all common services attached to the Purchaser's Unit/Unit such as water supply, electricity connection,

use of lifts, central antenna, etc. till such dues with interest are paid and shall also be liable to pay the common expenses for such suspension period as well as reconnection charges.

### **ARTICLE VIII – HOLDING ORGANISATION**

- 8.1 Immediately after the completion of the said building and the possession is made over to the Unit owners in the said building the Developer/Sellers shall form or cause to be formed an Association or a Society or Syndicate of the Unit owners in the said building (hereinafter called the HOLDING ORGANISATION) with such rules and regulations as shall be determined by the Advocates and Solicitors of the Sellers / Developers.
- 8.2 The Purchaser shall become a member of the Holding Organisation and hereby agrees to abide by the rules and regulations which shall be framed by the said Holding Organisation for the benefit of all the members of the said Holding Organisation.
- 8.3 The Purchaser shall be liable and agrees to abide by such further house rules as may be made applicable by the said Holding Organisation.
- 8.4 As and when the said Holding Organisation is formed, the Purchaser shall become a member of such Holding Organisation and without becoming a member of such Holding Organisation shall not be entitled to avail of the various facilities and/or utilities at the said premises.

**ARTICLE IX – SINKING FUND**

9.1 At or before entering into this agreement it has been expressly communicated to the Purchaser that the said Building is to be kept and retained as a decent residential building in Kolkata and as such to avoid any controversy in future and also for ensuring that proper maintenance and up-keep of the said building continues it has been agreed that the Purchaser shall keep in deposit a sum not to exceed Rs.50/- per Sq.ft. as may be agreed or determined by the Developer/Sellers in their absolute discretion towards Sinking/Reserve Fund which shall be held free of interest by the Sellers/ Developers and upon the formation of the Society/Association/Holding Organisation/ Syndicate (HOLDING ORGANISATION) made over to the Holding Organisation which shall be entitled to invest the same in such securities and in such manner as the Holding Organisation may think fit and apply the income for the purpose of meeting the expenses which may be necessary or required or the purpose of repairs maintenance security and upkeep of the building and such deposit towards such sinking/ reserve fund shall not absolve the Purchaser of his/her/its obligation for the payment or contribution for periodical maintenance and other charges.

**ARTICLE X – DOCUMENTATION AND PROFESSIONAL CHARGES**

10.1 All papers documents and drafts required for and/or in connection with the various common purposes relating to the said building and formation of the Holding Organisation as envisaged herein and such documents containing covenants to be observed on the part of the

parties hereto as in the sole discretion of the Advocate to be appointed by the Owners / Developers, be determined to be reasonable and the costs and expenses of the same shall be borne and paid by the Purchaser proportionately with the other Unit owners and such costs and expenses shall be paid by the Purchaser before taking physical possession of the said Unit the Purchaser despite his/her/its obligations to pay the remuneration and fees to the said Advocate shall be at liberty to consult any other lawyer/ advocate for any independent advice PROVIDED HOWEVER such consultation for independent advice will not absolve the Purchaser of his/her/its liability to pay the remuneration as herein provided .

- 10.2 The above fees will be paid directly by the Purchaser to the Advocate to be appointed by the Owner / Developer.
- 10.3 The Stamp Duty, registration charges and incidental expenses for and/or in relation to execution and registration of the Deed of Conveyance in respect of the said Unit and for obtaining approval and consents necessary for such transfer and also any other assurances deeds required to be made for or in relation thereto shall be borne and paid by the Purchaser.
- 10.4 In case Sellers / Developer fails and/or neglect to execute and register necessary Deed of Conveyance in favour of the Purchasers or its nominee/s then the Purchaser will be entitled to specific performance and other reliefs subject to payment of entire consideration money.

**ARTICLE XI - TERMINATION**

11.1 This Agreement shall stand terminated in the event of any default being committed by the Purchaser and upon such termination the



Sellers / Developers shall be entitled to forfeit an amount equivalent to 10% of the consideration amount agreed to be paid by the Purchaser and refund the balance amount such refund to take place only after the Sellers / Developers has entered into an agreement for sale and transfer of the said Unit with any other person and/or persons.

## **ARTICLE XII – FORCE MAJEURE**

12.1 The Developer/Sellers shall not be regarded in breach of any of the terms and conditions herein contained and on the part of the Developer/Sellers to be performed and observed if it is prevented by any of the conditions herein below: -

- i) Fire.
- ii) Natural calamity.
- iii) Tempest.
- iv) Abnormal increase in the price of building materials.
- v) Labour unrest.
- vi) Local problem and/or local disturbance.
- vii) Any prohibitory order from the court, Rajpur-Sonarpur Municipality or Municipal authorities.
- viii) Any other unavoidable circumstances beyond control of the Sellers / Developers.



- ix) Acts of God.
- x) Delay in grant of electricity, water, sewerage and drainage connection or any other permission or sanction by the Government or any statutory authority.

**ARTICLE XIII – MISCELLANEOUS**

13.1 It is hereby expressly agreed and declared that the dominant object of the parties hereto is to sell and transfer the said Unit to the Purchaser in terms of this agreement and it is not the intention for this agreement, be construed to mean in the self rendering any services.

13.2 The right of possession of the Purchaser in respect of the said Unit shall arise only upon the Purchaser fulfilling all the obligations as are contained in this agreement.

Decision of Architect Final :

If any work in the Said Unit and Appurtenances is claimed to be defective by the buyer, the matter shall be referred to the Architect and the decision of the Architect shall be final and binding on the Parties. This will however not entitle the Buyer to refuse to take possession of the Said Unit and if the Buyer does so, the provisions regarding deemed possession shall apply and all consequences thereto shall follow .

13.3 The Purchaser shall not be entitled to transfer, let out, mortgage, grant lease in respect of the said Unit without the consent in writing of the Sellers / Developers till such time the Purchaser has fulfilled all the obligations and the possession of the said Unit has been obtained by the Purchaser.

13.4 The Purchaser admits and accepts that before the execution and registration of conveyance deed of the Said and Appurtenances, the Purchaser will be entitled to nominate , assign and /or transfer the Purchaser's right, title , interest and obligations under this Agreement subject to the covenant by the nominee that the nominee will strictly adhere to the terms of this Agreement and subject also to the following conditions :

- a) The Purchaser shall make payment of all dues, including any interest for delay, to the Sellers / Developers in terms of this Agreement up to the time of nomination.
- b) The Purchaser shall obtain prior permission of the Sellers / Developers and the Purchaser and the nominee shall be bound to enter into a tripartite agreement with the Sellers/Developer.

- c) The Purchaser shall pay a sum calculated @ Rs.50/- (Rupees fifty) per Sq.ft. as and by way of nomination fees to the Sellers/Developers for its cost for acting upon such request.

13.5 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 and the said premises or any part or portion thereof.

13.6 It is hereby agreed and clarified that the right of the Purchaser shall remain restricted to the said Unit/ Unit and proportionate share in all common parts portions areas and facilities and the Purchaser shall not entitled to claim any right over and in respect of the other portions of the said premises or the building and in the event of the Sellers / Developers deciding to make any further constructions on any other parts and portions of the said Premises the Purchaser shall agrees not to raise any objection.

13.7 It being expressly agreed and understood that the installment shall be payable as and when the event of the respective buildings are complete as mentioned hereinabove referred to irrespective of the time or the date. . It being expressly agreed and understood that the ultimate roof in respect of the building under BLOCK I shall be common for all the co-owners in the said buildings. It being further agreed and understood that the ultimate roof in the building under BLOCK II shall belong exclusively to the Seller / Developer who shall always be entitled to deal with and use the same in any manner

whatsoever and the purchaser shall not claim any right for the same..

13.8 The Building at the said premises shall be known by the name of **SONAR BHOOMI** and the said name shall not be changed under any circumstances.

13.9 The Purchaser shall be liable and agrees to make payment of the amounts payable on account of the Service Tax/ Sales Tax at the prevailing rates without raising any objection whatsoever or howsoever.

13.10 This Agreement is being signed in duplicate and each of them would be treated as the original. The Purchaser has assumed the obligation to cause this Agreement to be stamped and registered at his/her/its own cost and the Sellers / Developers will remain present for the purpose of presenting this Agreement for registration in the event of the Purchaser requiring the same to be registered and the stamp duty, registration charges and other expenses incidental including the fee of the Advocate thereto shall be paid borne and discharged by the Purchaser.

13.11 The Purchaser shall bear and pay for the Stamp Duty and registration charges. It shall be the responsibility of the Purchaser to get this Agreement registered and the Sellers/ Developers will appear before the authorities for admitting the registration of the Agreement. The Purchaser shall be liable to pay the Stamp Duty and registration charges for the execution and registration of the Deed of Conveyance.

13.12 This Agreement is personal and the Purchaser shall not be entitled to transfer let out mortgage grant lease in respect of the said UNIT/Unit

without the consent in writing of the Sellers / Developers until such time the full amount of consideration has been paid by the Purchaser to the Sellers and the Purchaser performing and observing all the other terms and conditions herein contained and on the part of the Purchaser to be performed and observed PROVIDED HOWEVER after the full payment of the entire consideration amount the Purchaser shall be entitled to let out, grant, lease and/or mortgage and/or in any way deal with the said Unit/Units for which no further consent of the Sellers / Developers shall be required.

13.13 The right of the Purchaser shall remain restricted to the said Unit/Units 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 and the said Premises.

13.14 For the purpose of acquiring the said Unit/Units in the aforesaid Building the Purchaser will be entitled to apply for and obtain financial assistance from banks and other financial institutions but in no event the Sellers / Developers will be liable or assume any liability for such loans and granting of any loan will always be subject to the terms and conditions herein contained.

13.15 The Sellers / Developers and the Purchaser have entered into this Agreement purely on principal to principal basis and nothing stated herein shall be deemed to constitute a partnership between the Sellers / Developers and the Purchaser or to be construed as a joint venture or joint ventures between the Purchaser and the Sellers nor shall the Sellers / Developers and the Purchaser constitute an association of persons. Such party shall keep the other party duly indemnified from and against the same.

13.16 This Agreement contains the entire Agreement of the parties and no oral representation or statement shall be considered valid or binding upon either of the parties nor shall any provision of this Agreement be terminated or waived except by written consent by both the parties.

13.17 This Agreement supercedes all other agreements arrangements, understanding or brochure and other marketing material and in no event the Purchaser shall be entitled to set up any oral Agreement.

13.18 The Purchaser has agreed to keep in deposit an amount as and by way of Sinking Fund / Development Fund with the Sellers/Holding Organisation as hereinbefore provided and such amount to be utilised and/or is likely to be utilised for meeting any capital expenditure which may be necessary and/or required for the benefit of all the Purchasers of the various Units Apartments of the said Building at the said Premises.

If any provision of this Agreement or the application thereof to any circumstance shall be invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provision to other circumstances shall not be affected thereby and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law. When any provision is so held to be invalid, illegal or unenforceable, the Parties hereto undertake to use their best efforts to reach a mutually acceptable alternative to give effect to such provision in a manner which is not invalid, illegal or unenforceable.. In the event any of the terms and conditions of this Agreement are set aside or declared unreasonable by any Court of Law or if the Parties take the plea of frustration of contract, the

entire Agreement shall not be void and shall continue to subsist to the extent of the remaining terms and conditions and bind the Parties.

No Claim of Un- Enforceability :

This Agreement is being entered into by the Parties out of free will and without any duress or coercion. Hence, none of the Parties shall have the right to claim un-enforceability of this Agreement.

The right of possession of the Buyer in respect of the Said Unit and Appurtenances shall arise only upon the Buyer fulfilling all obligations as are contained in this Agreement.

#### **ARTICLE XIV – NOTICE**

14.1 All notices to be served hereunder by either of the parties to the other shall be deemed to have been served on the 4<sup>th</sup> day of the date the same has been delivered for despatch to the postal authority by registered post with acknowledgement due at the last known address of the parties hereto.

#### **ARTICLE XV – JURISDICTION**

15.1 Courts at Kolkata alone shall have jurisdiction to entertain and try all actions suits and proceedings arising out of this Agreement.

**THE FIRST SCHEDULE ABOVE REFERRED TO**

**(THE SAID PROPERTY/PREMISES)**

**ALL THAT** piece and parcel of undivided land measuring about 110 (one hundred and ten) decimals equivalent to 3 (three) bigha 6 (six) cottah 10



(ten) Chittack 25 (twenty five) sq.ft., be the same a little more or less, comprised in J.L. No. 50, Touzi No. 255, L.R. Khatian Nos.3821, 3822,2823,3824,3825,3826,3827,3828,3829,3830,3831,3832,3833 and 3834 Corresponding to R.S. Khatian No.1325 and 1364 L.R. Dag No.2450 corresponding to R.S. Dag No. 2336 and L.R. Dag No.2451 corresponding to R.S. Dag No.2337, L. R. Dag No.2388 corresponding to R.s. Dag No.2283 and L. R. Dag No. 2446 corresponding to R.S. Dag No.2283/2518 Mouza – Kusumba, Police Station - Sonarpur, District – South 24 Parganas, Being Premises No.3860 under Ward No.8, of Rajpur-Sonarpur Municipality and butted and bounded by:

<b>ON THE NORTH BY</b>	<b>: Partly passage and partly Land of Dag No.2277,2281, 2282</b>
<b>ON THE SOUTH BY</b>	<b>: Property of Dag No.2283/2518, 2335, 2338, 2339, 2340</b>
<b>ON THE EAST BY</b>	<b>: Partly Road and partly Land of Dag No.2284, 2285, 2332 and 2335.</b>
<b>ON THE WEST BY</b>	<b>: Land of Dag No.2282, 2342, 2344and 2345</b>

**THE SECOND SCHEDULE ABOVE REFERRED TO**

**(THE SAID UNIT AND THE PROPERTIES APURTENANT THERETO)**

ALL THAT the Unit No ..... on the ..... floor of the New Building now in course of construction at the Premises No.3860, Ward No.8 containing by admeasurements ..... Sq. Mtrs. of Carpet Area (be the same a little more or less) and .....open/ covered Car Parking Space/s in the ground floor of the building situated at the said premises TOGETHER WITH the proportionate share in all common parts portions areas and

facilities and TOGETHER WITH the undivided proportionate share in the land comprised in the said Premises attributable thereto.

**THE THIRD SCHEDULE ABOVE REFERRED TO**

**(Common Parts and Portions)**

1. The foundation columns beams support corridors lobbies stairs stairways landings entrances exits and pathways.
2. Drains and sewers from the premises to the Municipal Duct.
3. Water sewerage and drainage connection pipes from the Units to drains and sewers common to the premises.
4. Toilets and bathrooms for use of durwans, drivers, maintenance staff of the premises.
5. The durwans & maintenance staff rest room with electrical wiring switches and points fittings and fixtures.
6. Boundary walls of the premises including outer side of the walls of the building and main gates.
7. Water pump and motor with installation.
8. Tube well water pump overhead tanks and underground water reservoirs water pipes and other common plumbing installations and spaces required thereto.
9. Transformer if applicable electrical wiring meters and fittings and fixtures for lighting the staircase lobby and other common areas (excluding those as are installed for any particular Unit) and spaces required therefore.
10. Windows/doors/grills and other fittings of the common area of the premises.

11. Generator its installations and its allied accessories.
12. Lifts and their accessories installations and spaces required therefore.
13. Such other common parts areas equipments installations fixtures fittings in or about the said Premises and/or the building as are necessary for passage to or use and occupancy of the Units as are necessary.

**THE FOURTH SCHEDULE ABOVE REFERRED TO**

**(Consideration Amount)**

**Part - I**

The Purchaser hereby agrees to pay the total consideration amount of Rs...../- (Rupees ..... only) out of which the Purchaser has already paid a sum of Rs...../- (Rupees ..... only) at the time of making an application for allotment of the said Unit to Sellers / Developers and the balance amount of the said consideration amount shall be paid to the Sellers / Developers in the manner hereinafter appearing :

**PAYMENT SCHEDULE**

- |    |   |       |
|----|---|-------|
| 1. | within 30days of booking / execution of sale agreement  | = 20% |
| 2. | On commencement of Foundation of the Block booked       | = 15% |
| 3. | On commencement of ground floor casting of block booked | = 10% |
| 4. | On commencement of first floor casting of block booked  | = 10% |
| 5. | On commencement of third floor casting of block booked  | = 10% |



- providing HT/LT line in the said premises @ Rs.40/- per Sq. ft.
- (b) For Generator connection inside the Unit Rs.25/- per Sq.ft..
- (c) Club Charges Rs. 25000/- (Rupees Twenty Five Thousand only)
- (d) Association Formation Charges Rs. 5000/- (Rupees Five Thousand only)
- (e) If at any time the said Sellers / Developers shall be liable to make payment of any amount on account of statutory outgoings and/or impositions including sales tax the Purchaser shall be liable and agrees to make payment of the amount on account of such statutory outgoings and sales tax and has agreed to keep the Sellers / Developers indemnified against all actions suits and proceedings..
- (f) Such further amounts which may become payable on account of statutory imposition and outgoings including service tax.

### **PART II -REFUNDABLE DEPOSIT**

At or before taking over the possession the Purchaser shall deposit the following amounts which are refundable: -

- i) Rs.10/- per sq.ft. to be calculated on .....Sq.ft. aggregating Rs...../- towards municipal rates taxes deposit for 1 year.
- ii) Rs.25/- per sq.ft. on .....sq.ft. equivalent to 12 months maintenance charges as Advance for common expenses aggregating Rs...../- .
- iii) Rs.50/- per Sq.ft. for and as Sinking Fund

### **THE SIXTH SCHEDULE ABOVE REFERRED TO**

#### **SPECIFICATIONS**

<b>STRUCTURE</b>	RCC frame
<b>WALLS</b>	First class bricks with Plaster of Paris finish
<b>FLOORING</b>	Vitryfied Tiles in all Rooms, living / dining, Balcony., Toilet and Kitchen with antiskid flooring. Stair case with stone : kota or alternate.
<b>KITCHEN</b>	Granite Top for platform with 2'-0 height glazed tiles above it and one stainless steel sink of ISI mark.
<b>TOILET</b>	Standard glazed Tiles upto door height on walls. Sanitary ware ceramic white, of reputed brand. Provision for hot and cold water.
<b>DOORS</b>	Sal wood frame. Main door – flush door shutter . Other doors- painted flush door shutter
<b>WINDOW</b>	Sliding alluminium windows with glass shutters .
<b>ELECTRICALS</b>	Concealed copper wiring with adequate points . A.c. point in master bed room. Provision for telephone and broad band connection. Provision for T.V. point in drawing room . Modular type of switches.
<b>EXTERIOR</b>	Weatherproof, non fading, acrelic exterior finish of good quality.
<b>WATER SUPPLY</b>	24 hours

**THE SEVENTH SCHEDULE ABOVE REFERRED TO**

(Maintenance Charges)

1. Repairing rebuilding repainting improving or other treating as necessary and keeping the property and every exterior part thereof in good and substantial repairs order and condition and renewing and replacing all worn or damaged parts thereof.
2. Painting with quality paint as often as may (in the opinion of the Holding Organisation) be necessary and in a proper and workmanlike manner all the wood metal stone and other work of the property and the external surfaces of all exterior doors of the Building and decorating and colouring all such parts of the property as usually are or ought to be.
3. Keeping the gardens and grounds of the property generally in a neat and tidy condition and tending and renewing all lawns flower beds shrubs trees forming part thereof as necessary and maintaining repairing and where necessary reinstating any boundary wall hedge or fence.
4. Keeping the private road in good repair and clean and tidy and edged where necessary and clearing the private road when necessary.
5. Paying a fair proportion of the cost of clearing repairing reinstating any drains and sewers forming part of the property.
6. Paying such workers as may be necessary in connection with the upkeep of the property.
7. Insuring any risks.
8. Cleaning as necessary the external walls and windows (not forming part of any Unit) in the property as may be necessary keeping cleaned the common parts and halls passages landing and stair cases and all other common parts of the building.
9. Cleaning as necessary of the areas forming parts of the property.

10. Operating maintaining and (if necessary) renewing the lighting apparatus from time to time of the maintained property and providing such additional lighting apparatus as the Sellers may think fit.
11. Maintaining and operating the lifts.
12. Providing and arranging for the emptying receptacles for rubbish.
13. 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 building or any part thereof excepting in so far as the same are the responsibility of the individual owners/ occupiers of any Unit/Units
14. Abating any nuisance and executing such works as may be necessary for complying with any notice served by a local authority in connection with the development or any part thereof so far as the same is not the liability of or attributable to the Unit of any individual lessee of any Unit.
15. Generally managing and administering the development and protecting the amenities in the building and for that purpose employing and contractor and enforcing or attempting to enforce the observance of the covenants on the part of any occupants of any of the Units.
16. Employing qualified accountant for the purpose of auditing the accounts in respect of the maintenance expenses and certifying the total amount thereof for the period to which the account relates.
17. 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 building excepting those which are the responsibility of the owner/occupier of any Unit/Units



18. Insurance of fire fighting appliances and other equipments for common use and maintenance renewal and insurance of the common television aerials and such other equipment as the Sellers may from time to time consider necessary for the carrying out of the acts and things mentioned in this Schedule.
19. Administering the management company staff and complying with all relevant statutes and regulations and orders thereunder and employing suitable persons or firm to deal with these matters.
20. The provision for maintenance and renewal of any other equipment and the provision of any other service which in the option of the

Management company/Holding Organization it is reasonable to provide.

21. In such time to be fixed annually as shall be estimated by the Holding Organisation (whose decision shall be final) to provide a reserve fund for items of expenditure referred to this schedule to be or expected to be incurred at any time.
22. The said reserve fund shall be kept in separate account and the interest thereon or income from the said fund shall be held by the Holding Organisation for the owners of the Units/Units and shall only be applied in accordance with unanimous or majority decision of the members of the Holding Organisation and with the terms of this Schedule.

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

SIGNED and DELIVERED by the  
SELLERS at Kolkata in the  
presence of :

SIGNED and DELIVERED by the  
DEVELOPER at Kolkata in the  
presence of :

SIGNED and DELIVERED by the  
PURCHASER at Kolkata  
in the presence of :

