

THIS AGREEMENT FOR SALE is made this _____ day of _____ **Two Thousand and**

B E T W E E N

M/s. RKJ Projects Private Limited, a company duly incorporated as per the provisions of the Companies Act, 2013, having its registered office at Chatterjee International Centre, 33A, Jawaharlal Nehru Road, 10th Floor, Room No. 02, Police Station: Shakespeare Sarani, Kolkata- 700 071, and having its Corporate Office at 23C, Ashutosh Chowdhury Avenue, KCI Plaza, Kolkata- 700 019, PAN No: AAFCR1147R, CIN: U45400WB2010PTC156387 represented through **Sri. Charu Gopal Kundu**, Director of the Company, S/o. Late Siddheswar Kundu, by faith Hindu, by occupation business, residing at 55, Shiva Pada Pal Pally, Biharilal Ghosh Road, Kolkata- 700 057, West Bengal, India, Police Station: Belgharia, having PAN No. AAPPK6767P and DIN No. 00540807, hereinafter collectively referred to as “THE OWNER\VENDOR” (which term or expression shall unless excluded by or repugnant to the subject or context shall mean and include, its successor and/or successors in office/interest and assigns) of the **FIRST PART**.

AND

..... wife of, Permanent address
....., Police Station:, Currently
residing at, Police Station:, PAN:
....., hereinafter referred to as the “**PURCHASER**” (which term or expression shall
unless excluded by or repugnant to the subject or context shall mean and include, its successor and/or
successors in office/interest and assigns) of the **SECOND PART**.

WHEREAS:

- A) The Owner/Vendor herein is the sole and absolute Owner of the premises described in the **Schedule – “B”** hereunder. The Owner/Vendor has decided to develop the said premises. The devolution of the title of the Owner/Vendor and the right, title, interest of the Owner/Vendor to the premises is detailed in **Schedule – “A”** hereunder written.
- B) The Purchaser(s) above named after having caused necessary investigation and searches, and also having inspected all deeds and documents including the plan duly satisfied himself/herself/themselves with regard to the rights, title and/or interest of the Owner/Vendor as also in respect of the proposed complex and the specifications thereof and has approached the Owner/Vendor to purchase and acquire the Unit described in **Schedule “C”** hereof at or for the agreed consideration and further agreed to abide by and comply with the terms, conditions and stipulations contained herein.
- C) The Parties have since agreed to enter into this Agreement for recording the terms, conditions and considerations for sale of the residential Flat/Commercial space and right to use car Parking Space, if any, (collectively referred to as the said “**Unit**”).

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

ARTICLE-I - (DEFINITIONS)

1. The various terms used in this Agreement, unless it be contrary or repugnant to the subject or context, shall have the meaning assigned to them as hereunder written and the same shall be deemed to be part of this Agreement.

- a) **OWNER / VENDOR** shall mean **M/s. RKJ Projects Private Limited**, a company duly incorporated as per the provisions of the Companies Act, 2013, having its registered office at Chatterjee International Centre, 33A, Jawaharlal Nehru Road, 10th Floor, Room No. 02, Police Station: Shakespeare Sarani, Kolkata- 700 071, and having its Corporate Office at 23C, Ashutosh Chowdhury Avenue, KCI Plaza, Kolkata- 700 019, PAN No: AAFCR1147R, CIN: U45400WB2010PTC156387 represented through **Sri. Charu Gopal Kundu**, Director of the Company, S/o. Late Siddheswar Kundu, by faith Hindu, by occupation business, residing at 55, Shiva Pada Pal Pally, Biharilal Ghosh Road, Kolkata- 700 057, West Bengal, India, Police Station: Belgharia, having PAN No. AAPPK6767P and DIN No. 00540807 (which term or expression shall, unless excluded by or repugnant to the context include its administrator, representatives, successor-in-interest/office and/or assigns)
- b) **PURCHASER(S)** shall mean the Purchaser(s) named in this Agreement and also his/her/their respective heirs, executors, administrators, legal representatives, successor or successors-in-office and assigns.

PURCHASERS shall mean the Purchasers of several Residential Flats/Commercial space/Unit and right to use parking spaces at the said premises.

- c) **PREMISES** shall mean ALL THAT the piece and parcel of Bastu Land admeasuring 15 Kattahs 5 Chhattaks 26 Sq.Feet. (26 Decimals) be the same a little more or less comprised in Mouza Kumrakhali, J.L.No. 48, R.S.No. 131, Touzi No. 255, R. S. Khatian Nos. 61, 1505 (Old 34), L.R. Khatian No. 970, R.S. Dag Nos. 1509, 1511, L. R.Dag Nos. 1588,1590, Police Station Narendrapur, District South 24 Parganas, Holding No. 171, Kumrakhali, under Ward No. 25 (now Ward No. 27) of Rajpur Sonarpur Municipality which is butted and bounded on the North: By land of R. S. Dag No. 1512 and 1510 On the East: By land of R. S. Dag No. 1502 On the South: By Building and Land of R. S. Dag No. 1507, 1508 & 1504 On the West: By 40 feet wide Garia Baruipur Road (N.S.C.Bose Road) more fully described in **Schedule "B"** hereunder written.

- d) **COMPLEX** shall mean the proposed buildings respectively, which are being erected by the Owner/Vendor at the said premises named as “ANANTH”.
- e) **BUILDING/BLOCK** shall mean the concerned building of the Complex, wherein the Unit, which is being intended to be sold under this agreement, is located.
- f) **ARCHITECT** shall mean the person or persons who may be appointed from time to time as Architect by the Owner/Vendor for the said complex.
- g) **UNIT** shall mean the self contained residential flat/commercial space at the said Building/Block together with undivided indivisible, variable, singly nontransferable proportionate share in the land of the respective Building and the right to use car parking space, if any, described in **Schedule “C”** hereunder written, which the Purchaser(s) has/have agreed to purchase together with right to use the common portion as described in the **Schedule “D”** hereunder written.
- h) **UNITS** shall mean the several Residential Flats/Commercial Space, right to use parking Spaces at the Buildings.
- i) **PARKING SPACES** shall mean the open/covered spaces in the Ground Floor of the Complex, which can be utilized for parking cars or two wheelers. The Owner/Vendor shall exclusively be entitled to grant the right to use of such spaces for parking cars/two wheelers to any person or persons at his discretion.
- j) **PARKING SPACE** shall mean the right to park a medium sized car or two wheelers only in the space that may be allotted by the Owner/Vendor as described in “**Schedule “C”** hereunder written.
- k) **PLAN** shall mean Building Plan No. 2317/CB/27/14 sanctioned from Rajpur Sonarpur Municipality to construct the Buildings and shall include the right of the Owner/Vendor to make modifications and/or alterations to the Plan from time to time as may be deemed expedient by the Owner/Vendor and approved by the Rajpur Sonarpur Municipality.
- l) **SUPER BUILT UP AREA** shall mean the saleable space/Chargeable Area and the proportionate share or interest forming part of the common parts and portions.

- m) **LAND SHARE** shall mean undivided, impartible, proportionate share (derived by taking into consideration the proportion which the saleable area of the Flat bears to the total saleable area of the Building) in the land, attributable to the Flat.
- n) **ROOF** shall mean the ultimate roof of the Building/Block which will be kept exclusively by the Owner/Vendor.
- o) **COMMON PORTIONS** is those mentioned in Schedule “**D**” hereunder written.
- p) **SPECIFICATION** will be those mentioned in **Schedule “F”** hereunder written.
- q) **MAINTENANCE ASSOCIATION** shall mean a Maintenance Association to be formed by the Owner/Vendor (hereinafter referred to as the MAINTENANCE ASSOCIATION) for taking over the common parts and portions forming part of the said Building and also for rendition of common services including any replacements and/or repairs to the various equipments and/or installations as may be necessary and/or required from time to time and the rules and regulations framed by such MAINTENANCE ASSOCIATION shall be common for all the flat owners in the said Building and they shall be bound by the same.
- r) **COMMON EXPENSES** shall mean those expenses incurred for rendition of Common Service to COMMON PARTS AND PORTIONS. The details of such COMMON EXPENSES are provided in the **SCHEDULE E**. hereinbelow.
- s) **COMMON SERVICE/MAINTENANCE** shall mean those services rendered by the Owner/Vendor or the maintenance Association, before/after appointment, for maintenance of Common Portions.
- t) **MUNICIPALITY** shall mean the Rajpur Sonarpur Municipality.
- u) **ADVOCATES** shall mean the Advocates as may be appointed by the Owner/Vendor.

ARTICLE-II- (AGREEMENT & CONSIDERATION)

2. a) **Agreement:** The Owner/Vendor have agreed to sell and the Purchaser(s) has/have agreed to purchase the Unit mentioned in **Schedule “C”** hereunder, on the terms and conditions herein recorded and also subject to payment of the agreed consideration price as also the deposits and extras by the Purchaser(s) as provided hereunder.
- b) **Price Consideration:** The Purchaser(s) has agreed to pay to the Owner/Vendor the consideration price as mentioned in Part I of the **Schedule “H”** hereunder.
- c) **Extras & Deposits:** Beside the consideration price, the Purchaser(s) has/have agreed to pay to the Owner/Vendor the Extras being the amounts mentioned in Part-II of **Schedule “H”** and the Deposits being the amounts mentioned in Part-III of **Schedule “H”**.

ARTICLE-III (PAYMENT & CONSIDERATIONS)

3. a) **Mode of Payment:** The total amount payable towards consideration price, extras and deposits shall be paid by the Purchaser(s) to the Owner/Vendor in the manner as specified in Part I, II, III of **Schedule “H”** hereunder.
- b) **Essence:** Timely payment of the entire amounts in accordance with the **Payment Schedule** mentioned in Part I, II, III of **Schedule “H”** shall be the essence of this Agreement.
- c) **Payment of Payable Amounts/Payment Notice :-** Time for payment shall always be the essence of the Contract, It would not be obligatory on the part of the Owner/Vendor to send any notice or letter calling upon the PURCHASER to make payment of the amounts agreed to be paid by the PURCHASER and 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 then and in that event without prejudice to any other right which the Owner/Vendor may have, the Owner/Vendor shall be entitled to claim interest at the rate of 16% per annum on all amounts remaining in arrears till such time the said amounts are recovered.
- d) **Payment Currency:** All payments to be made hereunder by the Purchaser(s) in Indian Rupees, by Cheques / Pay Orders / Demand Drafts/NEFT/RTGS drawn in favour of

“**RKJ Projects Private Limited**”, payable at Kolkata only and delivered at its office or at such other place (s) as notified from time to time by the Owner/Vendor.

- e) The PURCHASER shall not claim possession or have possession of the said Unit unless and until he has paid the Consideration Amount and/or Other Charges and/or the Deposits and all other Charges as stated in this Agreement.
- f) All payments including extras/deposits or any other payments shall be made in full before taking possession of the unit.
- g) The PURCHASER or its nominee shall be liable to pay all the Registration and documentation charges

ARTICLE-IV (DELAYED PAYMENT & CANCELLATION)

- 4. a) The Purchaser(s) shall not be entitled to delay or withhold any payment on the ground of any dispute or otherwise. If there be any delay in any payment, the Purchaser(s) shall, without prejudice to the other rights of the Owner/Vendor, be liable to pay to the Owner/Vendor interest at the rates as hereafter provided.
- b) **Interest:** The Purchaser(s) shall, unless a different rate is specified elsewhere herein, pay interest @ 16% per annum for the first 60(Sixty) days of the default and thereafter without prejudice to the other rights of the Owner/Vendor, the Purchaser(s) shall pay interest @24% per annum, compounded monthly on the Default Amount or any unpaid amount thereof, till such time the entirety of the Default Amount is paid by the Purchaser(s).
- c) **Cancellation of Agreement:** In case the Purchaser(s) being in default for more than two months in making payment of any amount, the Owner/Vendor will have the right to cancel this Agreement and refund all amounts paid to Owner/Vendor by or on behalf of the Purchaser(s) till the time of cancellation , to the Purchaser(s) or the Bank from where the loan has been taken, if any, from the sale proceeds thereof , after deducting 10% (ten percent) of the total unit value mentioned in this agreement on account of agreed liquidated damages and on cancellation, irrespective of the refund, the Purchaser(s) shall cease to have any right in respect of the said Unit under this Agreement.

- d) The Purchaser(s) may at any time, after entering into this Agreement for Sale, cancel the same by serving a notice of his/her/its/their intention to do so upon the Owner/Vendor and in such an event: -
- i. **Forfeiture of Rights:** The Purchaser(s) shall forfeit all his/her/its/their rights under this Agreement for Sale;
 - ii. **Entitlement to Sale:** The Owner/Vendor shall become entitled to sell and / or transfer the said Unit to any other person without any objection or hindrance from the Purchaser(s);
 - iii. **Refund of Payments:** The Owner/Vendor shall refund without any interest to the Purchaser(s) or the Bank from where the loan has been taken, if any, all amounts paid to the Owner/Vendor by the Purchaser(s) till the date of receipt of the notice of cancellation from the Purchaser(s), after deducting 10% of the total unit value mentioned in this agreement as liquidated damages, from the sale proceeds of the said Unit only.

ARTICLE-V (COMPLETION & POSSESSION)

5. a) **Completion:** The Owner/Vendor shall, unless prevented by circumstances beyond its control and/or restrain order by Court of Law and subject to Force Majeure and any Act of God, complete the Building/Block in all respects within 6(Six) month plus 6 (Six) months from signing of the agreement which the Purchaser(s) agree and confirm.
- b) **Date of Possession:** Upon completion of the Building / Blocks including the Unit the Owner/Vendor shall notify the same to the Purchaser(s), and upon expiry of the 30 (Thirty) days from the date of notice (“**Possession dates**”), the Purchaser(s) shall take possession upon payment of the balance amount.
 - i. The Purchaser(s) shall have the Conveyance Deed in respect of the Unit registered at his/her/their own costs within 30 (Thirty) days from the date of the notice (“**Possession Date**”) upon payment of the balance amount, if any.
 - ii. The Purchaser(s) shall not be entitled to or demand the execution and/or registration of the Conveyance Deed and/or the Possession in respect of the Unit

till the Purchaser(s) has/have paid to the Owner/Vendor the entire dues payable under this agreement.

- c) **Deemed Possession:** Irrespective of the execution and registration of the Deed of Conveyance and whether the Purchaser(s) take possession or is allowed to take possession of the Unit or not, the Purchaser(s) shall be deemed to have taken possession on the Possession date and shall become liable to pay all outgoings in respect of the said Unit including but not restricted to the Maintenance charges, Corporation Tax and other Outgoings in respect thereof and the payment thereof will be a pre-requisite for obtaining possession subsequently.
- d) **Failure to take possession:** If the Purchaser(s) fails to take actual physical possession of the Unit within 60(Sixty) days from the date of notice, the Owner/Vendor will become entitled to cancel this Agreement.
- e) **Delay in handing over Possession:** In case of delay in handing over of possession beyond the stipulated period or extended period, if any, the Owner/Vendor shall be liable to pay such damages @12% P.A. of the amount paid by the purchaser for the said UNIT subject to force majeure clause as mentioned in Article VI hereinbelow.

ARTICLE VI (FORCE MAJEURE)

- 6. The Owner/Vendor shall not be regarded in breach of any of the terms and conditions herein contained and on the part of the Owner/Vendor to be performed and observed if it is prevented by any of the conditions herein below :
 - a) Fire
 - b) Natural calamity
 - c) Tempest
 - d) Abnormal increase in the price of building materials
 - e) Labour unrest
 - f) Any prohibitory order from the Courts, Municipality and other authorities
 - g) Any local problems/disturbances
 - h) Any other unavoidable circumstances beyond the control of the Owner/Vendor.

ARTICLE- VII (MAINTENANCE AND ASSOCIATION)

7. a) **Association:** After completion of the Complex including the Buildings/Blocks, and after execution and registration of the Conveyance of the Unit in favor of the Purchaser(s) herein and of the other units in favor of the other Purchasers, the Owner/Vendor may appoint any management company (Management Authority) or may at its discretion form an Association for Maintenance and Management of the Common Portions of the Complex.
- b) **Rules for common enjoyment:** The Purchaser(s) shall observe the common rules mentioned in the **Schedule “G”** which may be altered or modified as the Association/Maintenance authority may decide.
- c) **Costs of maintenance:** The Purchaser(s) shall proportionately bear and pay the maintenance charges on account of and in respect of his/her/their Unit, for the common expenses for the management, maintenance, repairs, replacements and/or renovation of the common portions as mentioned in the **Schedule “E”** hereunder written and the same to be calculated at the rate to be determined by the Owner/Vendor or the Association or the Management Authority, as the case may be.
- d) **Payment:** Payment of the monthly maintenance charges will be made in advance on or before the 7th day of each and every month for which the same shall be payable. The initial amount of the same will be provisionally assessed by the Owner/Vendor and be paid to the Owner/Vendor till such time the management and control of the complex is handed over to the Association/Maintenance Authority by the Owner/Vendor. The maintenance charges will become payable on and from the Possession Date.
- e) **Rates and Taxes:** All rates, taxes and impositions on the Complex and/or Buildings as from the Possession Date until the same are separately assessed shall be borne and paid in proportionate ratio by the Purchaser(s) (“Tax Share”) on a monthly or such periodical basis and according to such estimates as be decided by the Owner/Vendor or the Association/Maintenance Authority, as the case may be.

ARTICLE-VIII (GST & OTHER LEVIES)

8. In view of the introduction of Goods & Service Tax on Construction of Building, the PURCHASER or its nominee shall be liable to pay Goods & Service Tax as shall be applicable.

Further the PURCHASER or its nominee agrees to pay for any cess, charges, tax that may be imposed by any statutory from time to time under any law for the time being in force. The PURCHASER or its nominee shall be liable and agree to make payment of the amounts payable on account of the Goods & Service Tax without raising any objection whatsoever or howsoever.

ARTICLE- IX (DEFAULT & OTHER CHARGES)

9. a) **Consequence of default:** In the event the Purchaser(s) fails or neglects to pay any of the amounts payable hereunder within the stipulated time therefore or violates any of the common rules, then and in such an event: -
 - i. **Interest:** The Purchaser(s) shall be liable to pay interest as provided in clause 4 above.
 - ii. **Withholding Utilities:** In case of default on the Part of the Purchaser(s) as aforesaid, the Owner/Vendor, and after them, the Association, shall be entitled to withhold all supplies/facilities to the Purchaser(s) and/or to the Unit.
- b) **Continuation of Default:** If the Purchaser(s) continues to commit such default for more than three months then the Owner/Vendor and after them, the Association/Maintenance Authority shall be entitled to the rent accruing from the Unit of the Purchaser(s), if the same has been let out and/or under tenancy and/or lease.
 - i. **Bar On Transfer:** In case of such continued default, the Purchaser(s) shall not be entitled to sell, transfer, alienate, assign, encumber, create any third party's interest or part with possession of the Unit or any part or portion thereof till such times all amounts payable are fully paid and/or liquidated with interest as agreed upon.
- c) **Negative Covenants:** The restrictions mentioned above, shall also operate as negative covenants of the Purchaser(s) and as his/her/their/its undertaking and be enforceable in law.
- d) **First Charge:** In the event of sale and transfer of the Unit by the Purchaser(s), the Owner/Vendor and after them, the Association/ Maintenance Authority, will have first

charge and/or lien over the sale proceeds for payment of the arrears along with interest accrued thereon.

ARTICLE- X (RESERVED RIGHTS OF OWNER/VENDOR)

10. a) **Additional Constructions:** The Owner/Vendor shall at all times have the right to construct additional buildings within the premises and/or floors on any of the Buildings/Blocks with right to such additional buildings/floors within the said premises and/or any other adjoining premises to use and enjoy the common portions, facilities and amenities of the Complex and in this regard the Purchaser(s) shall not be entitled to claim compensation or abatement in the consideration price on account of reduction and/or variation in the proportionate share or interest in the land and/or common portions attributable to the Unit, due to such additional construction by the Owner/Vendor.
- b) **Use of Premises:** At all times after completion of the sale and also registration of the conveyance in respect of the Units in favour of the Purchasers, the Owner/Vendor shall have the unfettered right of usage and movement over all parts of the common/open areas, driveways and passages of the Complex along with their men, materials, vehicles, servants, agents and licensees.
- c) **Right of Passage and usage:** The Owner/Vendor shall always have the absolute and unfettered right to grant right of passage through all the common/open areas, driveways and passages of the Complex as also the right of usage of its common portions as well as all its connections including, but not restricted to, drainage, sewerage, water lines, electric and telecommunication cabling to any lands adjacent or otherwise to the premises without any hindrance or obstruction from any of the Purchaser's provided that, any maintenance costs therefore shall be contributed proportionately.
- d) **Change of names of Complex/Towers:** The Owner/Vendor/ shall have the absolute right to change or modify the names of the Building as also of the Complex.

ARTICLE- XI (SALE, COVENANTS & OBLIGATION)

11. a) **Unit:** The sale and conveyance of the Unit along with proportionate, undivided, indivisible, variable and singly non-transferable share of the land beneath the respective building together with the right to use the common portions and together with the right to

use Parking Space, if any, will be made by a Deed of Conveyance to be executed and registered in favor of the Purchaser(s). The cost of registration shall be borne by purchaser.

- b) **Free of Encumbrances:** Sale of the Unit shall be free from all encumbrances but subject to the terms, conditions and covenants herein recorded as also subject to the reserved right of the Owner/Vendor recorded in Clause above. However, the “Owner/Vendor” shall be entitled to create mortgage or charge over the said unit and/or the said entire premises and/or may take loan and/or cash/credit facility on the strength of the said property/unit but the Owner/Vendor shall be bound to clear and/or get the same released prior to the registration of the deed of conveyance.
- c) **Identification of Parking Space:** The Parking Space will be identified by the Owner/Vendor at the time of the Possession date or on completion of the entire complex.
- d) **Covenants of the Owner/Vendor:** The covenants of the Owner/Vendor to the Purchaser(s) shall be: -
 - i. **Absolute right:** The Owners/Vendors has/have full and absolute right, power and authority to sell, transfer and convey the Unit.
 - ii. **Have and hold:** The Purchaser(s) will be able to have and to hold, own and enjoy the Unit and to receive the rents, issues and profits without any obstruction from or by the Owner/Vendor and or any one claiming through or under them.
 - iii. **Further acts for title:** The Owner/Vendor shall, at the costs of the Purchaser(s), do all such acts and execute all such documents as may be required by the Purchaser(s) for more perfectly assuring the Unit unto the Purchaser(s) and shall also produce all documents relating to the title unless prevented by any reason beyond their control.
- e) **Covenants of the Purchaser(s):** The covenants of the Purchaser(s) of the Unit besides those recorded in this Agreement, shall include the under mentioned Covenants.
 - i. **Residential:** To use the Unit only for the purposes as sanctioned by the appropriate authority and not to use the same for running a boarding house, playing games or any other purposes whatsoever.

- ii. **Payments:** To make timely and regular payment of his/her/their/its share of monthly maintenance charges as also the rates and taxes and other outgoings as mentioned herein and all other outgoings.
- iii. **Observance of Rules:** To observe and comply with all the common rules and the Purchaser(s)'s Covenants mentioned in **Schedule "G"**, and also the terms and conditions recorded in this Agreement and further the rules, regulations and bye laws as may be framed by the Association/Maintenance Authority.
- iv. **Obstruct Easement:** Not to obstruct, in any manner whatsoever, the construction of the Complex or dealing with by the Owner/Vendor of any part or portion of the Complex in such manner as the Owner/Vendor may decide to do from time to time.
- v. **Partition:** Not to partition the Commercial space/residential Flat/Unit/Parking Space, if any.
- vi. **Transfer of Parking Space:** Not to transfer the right to use of any Parking Space other than to a person owning a Commercial space/residential Flat in the Complex.
- vii. **Restriction on construction:** Not to carry out any constructional work, renovation, modification inside the Unit in and around the car parking space, save with the prior permission in writing first had and obtained from the Owner/Vendor and after them, the Association/Maintenance Authority and if permitted to do so, to complete the same within the permitted time frame.

ARTICLE- XII (MISCELLANEOUS)

12. STAMP DUTIES:

The Stamp duties and Registration fees and all incidental costs and expenses as also all other rates, taxes, penalties and outgoings including Goods & Service Tax or under Work Contract Act or under any other Act as may be payable in respect of this Agreement for Sale and/or the Conveyance shall be borne and paid by the Purchaser(s). The Purchaser(s) shall be responsible to have this Agreement for Sale duly stamped and registered and in this respect the Owner/Vendor, if required, shall for admitting the execution and registration of this Agreement shall remain present upon adequate notice by the Purchaser(s) to that effect.

a) **REGISTRATION FEES:**

The PURCHASER or its nominee shall be liable to pay all the Registration and documentation charges.

b) **Documentation:** All documents relating to the Agreement for Sale, Conveyance and otherwise for and/or relating to the Complex shall be in the form as prepared by the Advocate. The documents prepared by the Advocate shall be final and binding upon all the Purchaser(s) and the Purchaser(s) agree and undertake not to object thereto. The Purchaser(s) may, at their own costs, seek clarifications and also make suggestions, which may or may not be entertained by the Owner/Vendor or the Advocate at their sole discretion.

c) That immediately after the execution and registration of the Deed of Conveyance in favour of the Purchaser(s), the Purchaser(s) shall at his/her/their/its own cost and expenses apply for mutation of the said Unit and/or property acquired by him with the Rajpur Sonarpur Municipality and other appropriate authorities

d) Till such time the mutation is complete and raising of separate bills commenced by the Rajpur Sonarpur Municipality in respect of the said Unit, the Purchaser(s) shall pay all rates, taxes and other outgoings in respect of his/her/their/its Unit, if any, exclusively and those in respect of the common portions proportionately to the Owner/Vendor/ and/or the Association/Maintenance Authority upon handing over maintenance provided however, that if any additional amount be payable due to user or rental income of the Unit, then the same shall be paid exclusively by the Purchaser(s).

e) **Restrictions on Dealings:** The Purchaser(s) shall not deal with, let out, encumber or transfer the Unit, without the consent in writing of the Owner/Vendor first had and obtained until the Unit is delivered to the Purchaser(s) and the Deed of Conveyance is executed and registered in his/her/their/its favor.

f) **Architects:** The decision of the Architects shall be final and binding in all matters including but not limited to calculation of areas, construction, specifications, common parts and other matters.

g) **Obstruction to construct:** In no circumstances whatsoever the Purchaser(s) shall do any act, deed, matter or thing whereby the construction or development of the Complex or any part thereof is in any manner whatsoever, hindered, obstructed or impaired with.

- h) **Statutory Alteration:** If any alteration in the Complex is required by the Rajpur Sonarpur Municipality or any other authority then the Owner/Vendor may do so without any prior intimation or consent from any of the Purchasers.
- i) **Remaining Units:** The right of the Purchaser(s) will remain restricted to the said Unit intended to be purchased by the Purchaser(s) and the unsold flats, parking spaces and all other saleable areas will remain vested in the Owner/Vendor, who shall be free to deal with and/or dispose of the same at their absolute discretion.
- j) **Extension of Dates:** All dates mentioned herein and/or elsewhere in writing shall stand extended by the period for which the Owner/Vendor become unable to fulfill their obligations for reasons beyond their control.
- k) **Entire Agreement:** This Agreement supercedes the Earlier Agreement and all other Agreements, understandings and brochures, if any. In no event the Purchaser(s) will be entitled to set up any oral agreement as against the Owner/Vendor.
- l) **Complex Name:** The Complex shall at all times be named and known as “ANANTH” and the same shall not be changed or modified except with prior consent in writing of the Owner/Vendor. The Complex shall at all times be known and named as “ANANTH” or such other names as the Owner/Vendor may at their discretion decide and in this regard the Purchaser(s) shall not be entitled to object.
- m) **Joint Purchaser(s):** In case the Purchaser(s) for the said Unit being two or more, then all of them will be jointly and/or severally liable for due compliance and performance of the terms and conditions of this Agreement. Service of notice on any of the joint Purchasers will be deemed to be a proper service of notice on all the joint Purchasers.
- n) **Bar on Partition:** The Unit is and shall be indivisible and shall not be partitioned by metes and bounds, even if the same are owned jointly and such joint Purchasers are desirous of partitioning it.
- o) **OWNER/VENDOR right to assign:** The Owner/Vendor may assign or delegate all or any of their rights and obligations hereunder unto and in favour of any other person or persons as they may deem fit to which the Purchaser(s) shall not raise any objection of any nature whatsoever.
- p) **Notices:** All notices and/or communications shall be deemed to be served on the 4th (Fourth) day of the date the same are sent by registered /speed post with or without

acknowledgment due. These will be sent to the Purchaser(s) at his/her/their/its address recorded with the Owner/Vendor, for the time being. In case of joint purchasers, the notice sent to or received by any of the purchasers shall be deemed to have been served on all the purchasers.

ARTICLE- XIII (ARBITRATION)

13. a) All disputes between any two or more of the Purchaser(s) and/or the Owner/Vendor in any manner connected herewith or arising here from shall be referred to arbitration before an arbitral tribunal (the "Tribunal") consisting of a sole Arbitrator to be appointed by the Owner/Vendor, whose decision will be final and binding on the parties to the references. The Arbitration will be in accordance with the Arbitration and Conciliation Act, of 1996 or any amendment or fresh enactment thereto as on the date of reference to arbitration.
- a) Constitution of the Arbitral Tribunal: The Arbitral Tribunal shall consist of one Arbitrator who shall be an Advocate, to be nominated by the Legal Advisor of the Owner.
 - b) Place: The place of Arbitration shall be at Kolkata only.
 - c) Jurisdiction: The Courts at Kolkata and District Judge of South 24 Parganas shall have jurisdiction to try and entertain all actions and proceedings arising out of this Agreement.
 - d) During the course of arbitration, the performance of the Agreement shall continue to the extent not affected.

ARTICLE- XIV (JURISDICTION)

- a) In connection with the aforesaid arbitration proceedings, and all other proceedings all Courts having jurisdiction over the said Premises shall entertain and try all actions suits and proceedings arising out of this agreement.

SCHEDULE 'A' ABOVE REFERRED TO:**(Title)**

Ownership of Landowner: By virtue of events and in the circumstances, the Land Owner herein became the absolute owner, free from all encumbrances and was in peaceful possession thereof, described as below:

- I. One Naba Mondal was the sole and absolute owner of ALL THAT a piece and parcel of Sali Land admeasuring 23 Decimals be the same a little more or less comprised in Mouza Kumrakhali, J. L. No. 48, R. S. No. 101, Touzi No. 255, R. S. Khatian No. 61, R. S. Dag No. 1509, Police Station Sonarpur, District South 24 Parganas.
- II. The said Naba Mondal died intestate leaving behind her four surviving sons namely Ibrahim Mondal, Kotchimuddin Mondal, Korban Mondal and Yasin Mondal who jointly inherited the aforesaid property that the said Late Naba Mondal died possessed off.
- III. The aforesaid sons of Naba Mondal while in joint possession of the aforesaid property as joint owners thereof, Yasin Mondal one of the sons of the said Naba Mondal died intestate leaving behind him surviving his widow Achiran Bibi and four daughters who jointly inherited the undivided right, title, interest and share in the said property that the said Yasin Mondal died possessed off.
- IV. Achiran Bibi and her four daughters while in joint possession of the aforesaid property granted, sold, transferred and conveyed their undivided share in the aforesaid property being 5 Decimals of land out of the aforesaid property unto and in favour of Sashibhusan Bhattacharjee by a registered deed of conveyance dated 01.10.1958 duly executed and registered in Book No. I, Volume No. 84 at Pages 206 to 208 being Deed No. 7983 for the year 1958 in the office of the Sub Registrar at Baruipur.
- V. Ibrahim Mondal, Kotchimuddin Mondal, Korban Mondal the other co-owners of the aforesaid property subsequently granted sold transferred and conveyed their undivided share in the aforesaid property being 18 Decimals of land out of the aforesaid property unto and in favour of Sashibhusan Bhattacharjee by a registered deed of conveyance dated 30.01.1959 duly executed and registered in

Book No. I, Volume No. 12 at Pages 255 to 257 being Deed No. 633 for the year 1959 in the office of the Sub Registrar at Baruipur.

- VI. Thus Sashibhusan Bhattacharjee became sole and absolute owner in respect of the 23 Decimals of the said property by the said two successive purchases as aforesaid.
- VII. Sashibhusan Bhattacharjee while thus in exclusive possession and occupation of the aforesaid property as a sole and absolute owner thereof, granted, sold, transferred and conveyed the aforesaid property being 23 Decimals of land unto and in favour of Mimita Sharma wife of Debendar Sharma by a registered deed of conveyance dated 12.11.1979 duly executed and registered in Book No. I, Volume No. 140 at Pages 244 to 246 being Deed No. 6062 for the year 1979 in the office of the District Registrar at Alipore.
- VIII. Smt. Mimita Sharma while thus in exclusive possession and occupation of the aforesaid property as a sole and absolute owner thereof, granted, sold, transferred and conveyed the aforesaid property being 23 Decimals of land unto and in favour of Momina Bibi daughter of Walijan Khan by a registered deed of conveyance dated 21.05.1985 duly executed and registered in Book No. I, Volume No. 115 at Pages 44 to 50 being Deed No. 6814 for the year 1985 in the office of the District Registrar at Alipore.
- IX. Sashibhusan Bhattacharjee and his wife Smt. Surama Devi also jointly owned held and possessed 31 Decimals of land comprised in Pargana Medanmolla, R.S. Dag No. 1511 under Khatian No. 34, new Khatian No. 1505 of Mouza Kumrakhali, J. L. No. 48, Touzi No. 255, R. S. No. 131 Police Station Sonarpur by purchase.
- X. Sashibhusan Bhattacharjee and his wife Smt. Surama Devi while thus in exclusive possession and occupation of the aforesaid property, jointly granted, sold, transferred and conveyed specifically demarcated 5 (Five) Decimals of land out of the said 31 Decimals of land unto and in favour of Momina Bibi daughter of Walijan Khan for valuable consideration by virtue of a registered deed of conveyance dated 27.03.1981 duly executed and registered in Book No. I, Volume No. 167 at Pages 161 to 166 being Deed No. 4424 for the year 1981 in the office of the District Registrar at Alipore.

- XI. Thus Momina Bibi although being the recorded owner of 23 Decimals and 5 Decimals of Bastu land by purchase as aforesaid by at present the actual measurement of land available to Momina Bibi is 15 Kattahs 5 Chhattaks 26 Sq.Feet. (26 Decimals) be the same a little more or less comprised in Mouza Kumrakhali, J.L.No. 48, R.S.No. 131, Touzi No. 255, R. S. Khatian Nos. 61, 1505 (Old 34), L.R. Khatian No. 970, R.S. Dag Nos. 1509, 1511, L. R.Dag Nos. 1588,1590, Police Station Sonarpur, District South 24 Parganas, Holding No. 171, Kumrakhali, under Ward No. 25 (now Ward No. 27) of Rajpur Sonarpur Municipality and has been in possession thereof as sole and absolute owner thereof morefully and particularly described in the **Schedule-B** hereunder written and hereinafter referred to as the Said Property.
- XII. Momina Bibi had entered into an unregistered agreement dated 31.12.1999 for development of the said property with M/s. Sabyasachi Development Private Limited.
- XIII. By a Deed of Conveyance dated 10th January 2011 duly executed and registered in Book No. I, CD Volume No. 1 at Pages 3517 to 3536 being Deed No. 00187 for the year 2011 in the office of the District Sub Registrar IV at Alipore, South 24 Parganas the said Momina Bibi as Vendor and the said M/s. Sabyasachi Development Private Limited represented by its Director Mr. Sabyasachi Sutradhar as Confirming Party granted sold transferred and conveyed ALL THAT the said property being the piece and parcel of Bastu Land measuring 15 Kattahs 5 Chhattaks 26 Sq.Feet. (26 Decimals) be the same a little more or less comprised in Mouza Kumrakhali, J.L.No. 48, R.S.No. 131, Touzi No. 255, R. S. Khatian Nos. 61, 1505 (Old 34), L.R. Khatian No. 970, R.S. Dag Nos. 1509, 1511, L. R.Dag Nos. 1588,1590, Police Station Sonarpur, District South 24 Parganas, Holding No. 171, Kumrakhali, under Ward No. 25 (now Ward No. 27) of Rajpur Sonarpur Municipality unto and to the owner herein and in the said Deed of Conveyance the said M/s. Sabyasachi Development Private Limited agreed to transfer and assign all its right under and by virtue of the said agreement dated 31.12.1999 unto and to the owner\vendor herein and also confirmed the said by Momina Bibi.

XIV. Thus the owner\vendor became the owner\vendor of the said property and has been in exclusive, uninterrupted and unfettered possession thereof being well and sufficiently entitled to make utilize and made constructions in the same.

SCHEDULE 'B' ABOVE REFERRED TO:**(Said Premises)**

ALL THAT piece and parcel of Bastu Land measuring 15 Kattahs 5 Chhattaks 26 Sq.Feet. (26 Decimals) be the same a little more or less comprised in Mouza Kumrakhali, J.L.No. 48, R.S.No. 131, Touzi No. 255, R. S. Khatian Nos. 61, 1505 (Old 34), L.R. Khatian No. 970, R.S. Dag Nos. 1509, 1511, L. R.Dag Nos. 1588,1590, Police Station: Narendrapur, District South 24 Parganas, Holding No. 171, Kumrakhali, under Ward No. 25 (now Ward No. 27) of Rajpur Sonarpur Municipality which is butted and bounded as follows :

On the North: By land of R. S. Dag No. 1512 and 1510

On the East: By land of R. S. Dag No. 1502

On the South: By Building and Land of R. S. Dag No. 1507, 1508 & 1504

On the West: By 40 Ft wide Garia Baruipur Road (N. S. C. Bose Road)

**SCHEDULE 'C' ABOVE REFERRED TO
(Unit)**

ALL THAT residential flat no..... (..... BHK) on the Floor measuring sq.ft Super Built up Area and having Carpet Area sq.ft. Balcony Area sq.ft, together with undivided variable proportionate share in the land beneath the respective block with right to use and enjoy the common portions mentioned in the Schedule "D" hereunder with other owners and occupiers of the Building Complex named and known as "ANANTH" measuring 15 Kattahs 5 Chhattaks 26 Sq.Feet. (26 Decimals) be the same a little more or less comprised in Mouza Kumrakhali, J.L.No. 48, R.S.No. 131, Touzi No. 255, R. S. Khatian Nos. 61, 1505 (Old 34), L.R. Khatian No. 970, R.S. Dag Nos. 1509, 1511, L. R.Dag Nos. 1588,1590, Police Station Narendrapur, District South 24 Parganas, Holding No. 171, Kumrakhali, under Ward No. 25 (now Ward No. 27) of Rajpur Sonarpur Municipality.

SCHEDULE 'D' ABOVE REFERRED TO
(Common Portions)

- a) Overhead water reservoir.
- b) The beams supports, main walls, corridors, lobbies, stair-landings, stair-ways, lift, lift well, lift machine rooms, electric meters room entrance to and exits from the building/premises and other areas and spaces of the building/premises intended for the common use.
- c) Lifts, pipes, ducts and all apparatus and installations in the said building for common use.
- d) High Tension/L.T. Sub Station Room, Meter Room.
- e) Generator/room and the space required for installing the same.
- f) Water pump, Tube Well and the Distribution pipes upto the Blocks.
- g) Such other equipments, machinery or facilities as be required for the complex.
- h) Fences, hedges, boundary walls and gates of the complex.
- i) Shades and other constructions, main gate, security room, maintenance office.
- j) Driveways/spaces in the ground floor, if any, excluding area meant or intended for parking of car and for other purpose.
- k) Dedicated Communication system for Telephone.
- l) Main Switch, common meter, transformer Electrical Sub Station Installation.
- m) Common toilets
- n) All other portion of the project necessary or convenient for its maintenance, safety, etc. and in common use.

SCHEDULE 'E' ABOVE REFERRED TO:

Costs, expenses and other outgoings for which all Purchasers are to contribute proportionately

- a) The expenses of maintaining, repairing, redecoration, renewing the main structure and in particular the drainage, rain water discharge arrangement, water supply system, supply of electricity to all common areas mentioned in the Schedule –D hereto.
- b) The expenses of repairing, maintaining, white washing and colour washing the main structure of the building including the exterior of the building and also the common areas of the building described in the Schedule-D above written.
- c) The cost of cleaning and lighting the entrance of the building the passage and space around the building lobby, corridors stair-case lift and other common areas.
- d) Cost of decorating the exterior of the premises.
- e) Salary, wages, fees and remuneration of Durwans/Security Guards, Lift man, sweepers, plumbers, electricians, caretakers or any other person whose appointment may be considered necessary for maintenance and protection of the said premises and administration and management of the affairs thereof.
- f) All expenses of common services and in common with common areas and facilities.
- g) Such expenses other as are necessary incidental to the maintenance or up-keeping of the premises and of the common area facilities and amenities.
- h) All expenses for insuring the Building, inter alia against earthquake, flood, rain, fire, mob violence, damages, civil commotion etc.
- i) All litigation expenses incurred for the common purposes and relating to common use and enjoyment of the building common portion of the building.
- j) Establishment and all other capital and operational expenses of the Maintenance Company.
- k) All charges for the electricity consumed for the operation of the common machinery and equipment.

**SCHEDULE 'F' ABOVE REFERRED TO:
(Specification)**

Specification of construction of the Units will be as follows but the Owner/Vendor reserves the right to alter and / or modify any of them as and when advised by the Architect and / or other consultants.

1. **Foundation & Structure:** RCC Foundation & RCC Frame Structure with anti – termite treatment.
2. **Walls:** First Class brick Work with POP at Walls over Plaster
3. **Flooring:** All Floors of each flat shall be finished with vitrified Tiles with 4” skirting. Toilet’s wall shall be finished with vitrified tiles upto 7’-0”height. Toilet Floors shall be finished with Anti-Skid Vitrified Tiles.
4. **Windows:** Sliding Anodized Aluminium Windows or equivalent with MS Grill.
5. **Doors:** Main Door wood frames/Flush Door with Both Side laminated. Internal Bedroom Door wood frame/flush Doors with both side enamel painted. Toilet Door PVC or wood frame/flush doors with both side enamel painted. Main door and door lock of Godrej or equivalent make, Toilet, Balcony, Bedrooms and Kitchen Doors (Internal Doors) are fitted with Steel Hinge and Door Lock.
6. **External Finish:** Weather Coat Paint over Plaster.
7. **Lifts:** Two 5 Passenger Lift
8. **Toilet:** Fitted with Wash Basin, Shower, One European Commode of Hindware/ Parryware Make or Equivalent, Fittings Jaquar or Equivalent of Standard Sizes with all concealed pipelines.
9. **Kitchen:** Kitchen shall be finished with cooking platform of black stone/granite with 2’-0” glazed tiles in wall dado above cooking platform, one stainless steel sink with Concealed tap water line and tap under Kitchen Slab.

10. **Electrical:** Main line for Power shall be provided up to D. B. in each Flat. Conceal copper wiring electrical points will be provided as per details below & standard quality switch boards.

a) **Master Bedroom:** Three light points, one fan point, two plug points (6 amp.), one AC point, one foot lamp and one TV point.

b) **Other Bedrooms:** Three Light Points, one Fan Point, one foot lamp, one plug point (6 amp) one AC point and one TV point.

c) **Living Room:** Four light points, two fan point, one 16 amp plug point, one T.V. point, one telephone point, one broadband point, one intercom point and one AC point.

d) **Kitchen:** One light point, one exhaust fan point, one chimney point, one microwave point, one fridge point, one water filter point and one fan point

e) **Bathroom:** One light point, one 5 amp Plug Point and one 15amp Geyser Point

f) **Balcony:** One light Point

11. **Lobby & Stairs:** With standard quality of Marble / torrento -or equivalent finish.

**SCHEDULE “G” ABOVE REFERRED TO:
(Rules for Common Enjoyment)**

The Purchaser(s) shall not:

- a) Use the said unit in such manner or commit any act, which may in any manner cause nuisance or annoyance to the Purchasers of other Units and/or occupiers of the said building and/or other buildings at the Complex and/or neighboring properties.
- b) Use the said Unit or permit the same to be used for any purpose other than the purpose for which the same is meant and has been sanctioned by the Municipality and accordingly the Unit shall be used for residence only.
- c) Allow the storage of any goods articles or things in the stair-case, lobbies or other common parts or areas of the said building or portion thereof.
- d) Block or permit the blocking of the stair-case, lobbies or other common parts or areas of the said building or any portions thereof.
- e) Bring or keep or store any inflammable dangerous or combustible goods articles and things in or upon the said unit.
- f) Decorate the exterior of the said unit otherwise than in the manner the said unit will be delivered.
- g) Display or put up any neon sign or other sign board on the outer walls of the said unit or any part of the said building without prior written consent of the Owner/Vendor.
- h) Put up any Air conditioner except at the space or portion as may be meant for the purpose.
- i) Throw or accumulate or permit the throwing or accumulating of any dirt, rubbish or other refuses in the said unit or in the common parts or other portions of the said building.
- j) To claim partition or sub-division of the said land or the common parts of the said building.
- k) To claim any right over and in respect of the parking spaces and open spaces on any portion of the building complex except the parking space as is specifically allotted to the Purchaser(s) by the Owner/Vendor.

- l) To carry on any obnoxious nuisance illegal or offensive trade or business or activities in the said unit or portions of the said building and/or complex including the common parts.
- m) Permit blocking of the lobbies, stairs, landings and other common parts of the building.
- n) To permit or allow his/her servants and other household staff to store goods or sleep or otherwise use or occupy the lobbies, landings or other common portions or spaces of the building.
- o) Hang from or attach to the beams or the rafters of any part of the unit or the blocks any articles or machinery the weight whereof may likely to affect, damage or endanger the construction of the building/block or any part thereof.
- p) Do or cause to be done anything which may cause any damage to or affect the building/block or any portion thereof in any manner whatsoever, including but not restricted to, the flooring, ceiling, walls, pillars or beams or the use or enjoyment of any of the other Purchaser(s).
- q) Affix or draw any wire, cable, pipe from, to or through any common portions or outside walls of the building/block or other parts of the premises, without approval of the Owner/Vendor, as the case may be.
- r) Affix or install any antenna on the ultimate roof of the building/block or any space.
- s) Hang or put any clothes in or upon the windows, balconies or any other portion of the unit, which is visible from the outside.
- t) Do or permit to be done any act, deed or thing which may hurt, injure or cause provocation of the religious sentiments and/or feelings of any other occupants of the building/block or cause disharmony amongst them.
- u) To cause affixation of grills and/or outside paint, which in any manner change or affects the exterior grill design and/or the exterior paint scheme and/or the façade of the building.

SCHEDULE 'H' ABOVE REFERRED TO

The purchaser(s) shall pay to the Owner/Vendor the agreed Consideration amount as mentioned in Part-I, the expenses as mentioned in Part-II and the Deposits as mentioned in Part III in the manner as follows:-

(PART – I)

The purchaser(s) shall pay to the Owner/Vendor the following agreed Consideration amount:-

Total price consideration of the unit no Floor (..... BHK)	₹+Taxes
Less: 1. Booking advance (received vide ch.no. _____, dated: _____, drawn on: _____ Branch)	₹ + ₹ (GST) = ₹
Balance amount payable	₹+Taxes

The aforesaid balance amount is payable in the following manner:-

Note: - If any other taxes that may be applicable over the above payment schedule mentioned herein the same has to be paid by the purchaser before taking over of the possession on the said UNIT.

PART - II

(Extras)

- a) **Electricity:** Cost of individual service meter, security deposits etc as per WBSEB norms shall be payable by the purchaser/s at actual. (taxes extra, if any)
- b) **Documentation Charges:** Calculated at the rate 0.50% on the total value of the Unit, price to be paid, with the last installment, to the Owner/Vendor by the Purchaser(s). Taxes if any on documentation charges has to be paid extra.
- c) The Owner/Vendor shall not be liable to furnish any account for the aforesaid extras and the amount as mentioned herein have been mutually agreed by and between the parties.

PART – III

(Deposits)

- a) i) Maintenance Deposit at the rate of ` 1.50 per sq.ft. per month for 12 months.
- ii) Sinking Fund Deposits at the rate of ` 18 per sq.ft.
- b) The said amount shall remain deposited free of interest with the Owner/Vendor who shall upon formation of the Society transfer and/or pay the said amount to the Society in the credit of the concerned unit holder which shall be retained by the Society. The Purchaser shall not be entitled to claim any adjustment from the said amount towards maintenance and/or in discharging of his liabilities towards the Owner/Vendor/ and/or the Society on any other account whatsoever.
- c) Under no circumstances possession of the said unit and other space shall be given by the Owner/Vendor to the Purchaser(s) unless and until all payments including deposits, maintenance charges, extras or any other payments required to be made under this Agreement.

IN WITNESS WHEREOF, parties have executed these presents at _____ on the date executed and delivered by the Seller in the presence of: -

SIGNED SEALED AND DELIVERED AT KOLKATA by the Owner/Vendor in the presence of:-

WITNESSES:

1.

2.

SIGNED SEALED AND DELIVERED AT KOLKATA by the **PURCHASER** in the presence of:-

WITNESSES:

1.

2.

Drafted by

Advocate