

**ANNEXURE - A**

**REVISED ON 18<sup>TH</sup> SEPTEMBER 2018**

**THIS AGREEMENT (SALE AGREEMENT) made this the \_\_\_\_\_ day -----  
----- TWO THOUSAND AND EIGHTEEN**

**BETWEEN**

**(1) J.C. OVERSEAS LIMITED (PAN AAACJ9689F)** a company within the meaning of the Companies Act 1956 as extended by the Companies Act 2013 having its registered office situated at 27 Elliot Road, P.S. Park Street, P.O. Park Street, Kolkata 700 016 and represented by its Director Shri Ankit Juneja (PAN -----) son of ----- working for gain at 27 Elliot Road, P.S. Park Street, P.O. Park Street, Kolkata 700 016 **AND (2) CHIEH SHING TANNERY (PAN AACFC1226C)** a partnership firm having its office situated at No.104/D Matheswartala Road, Kolkata 700 046 P.O.----- P.S. ----- and represent by its partner Shri Wu Wei Yan (PAN -----) of No.104/D Matheswartala Road, Kolkata 700 046 P.O.----- P.S. ----- hereinafter collectively referred to as the **VENDORS/SELLERS** (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean in the case of the Company its successor and/or successors in office/interest and assigns and in the case of the partnership firm the present partner and/or partners and/or those who may be taken in and/or admitted as partner and/or partners and their respective heirs, legal representatives, executors, administrators and assigns) of the **ONE PART**

**A N D**

If the Purchaser/Allottee is a company

----- CO PVT LTD (PAN-----) a  
 company incorporated in accordance with the provisions of the Companies Act  
 1956 as extended by the Companies Act 2013 having its registered office  
 situated at ----- P.S.----- P.O.-----  
 --- and represented by its Director/Authorised Representative Sri -----  
 ----- (PAN-----) son of ----- working for  
 gain at ----- P.S.----- P.O.-----  
 having been duly authorized in pursuance of a Resolution of the Board of  
 Directors dated ----- hereinafter referred to as the  
**PURCHASER/ALLOTTEE** (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 permitted assigns) of the  
**OTHER PART**

If the Purchaser/Allottee is a Partnership firm

----- (PAN -----) a partnership firm  
 registered under the Indian Partnership Act 1932 having its principal place of  
 business situated at ----- .S. -----  
 ----- represented by one of its Partners Sri -----  
 --- (PAN-----) son of ----- working for gain  
 at ----- P.S.----- P.O.-----  
 having been duly authorized by the others partners hereinafter referred to as  
 the **PURCHASER/ALLOTTEE** (which term or expression shall unless excluded  
 by or repugnant to the subject or context be deemed to mean and include the  
 present partner and/or partners for the time being of the said partnership  
 business, the survivor or survivors of them and their respective heirs, legal  
 representatives, executors, administrators and assigns) of the **OTHER PART**

If the Purchaser/Allottee is an individual

----- (PAN-----)  
 son/daughter/wife of ----- aged about -----  
 ----- residing at ----- P.O.-----  
 ----- P.S.----- hereinafter referred to as  
 the PURCHASER/ALLOTTEE (which term or expression shall unless excluded  
 by or repugnant to the subject or context be deemed to mean and include his  
 heirs, legal representatives, executors, administrators and assigns) of the  
**OTHER PART**

If the Purchaser/Allottee is a HUF

----- (PAN-----) son of -----  
 ----- for self as well as Karta of the Hindu Joint Mitakshara  
 Family known as ----- HUF carrying on business at -----  
 ----- hereinafter referred to as the  
 PURCHASER/ALLOTTEE (which term or expression shall unless excluded by  
 or repugnant to the subject or context be deemed to mean and include the  
 members or members for the time being of the said HUF and their respective  
 heirs, legal representatives, executors, administrators and assigns) of the  
**OTHER PART**

**WHEREAS:**

- A. In this Deed wherever the context so permits the said J.C. Overseas Limited is referred to as the Vendors No.1 and the said Chieh Shing Tannery is referred to as the Vendors No.2 and are collectively referred to as the Vendors.
- B. By a registered Deed of Conveyance dated 15<sup>th</sup> May 2001 and registered at the office of the additional Registrar of Assurances, Kolkata in Book No. I Volume No.118 Pages 125 to 142 Being No. 4520 for the year 2001 and made between Yeo Fah Tannery Private Limited therein referred to

as the Vendors of the One Part and Chieh Shing Tannery, the Vendors No.2 herein therein referred to as the Purchaser of the Other Part the said Yeo Fah Tannery Pvt Ltd for the consideration therein mentioned sold transferred and conveyed unto and in favour of the Vendors No.2 ALL THAT the piece and parcel of land containing by admeasurement an area of 13 cottahs 12 chittacks and 28 sq.ft. (more or less) situate lying at and being Municipal Premises No.104/D Matheswartala Road, Kolkata 700 046 (more fully and particularly mentioned and described in the SCHEDULE thereunder written and hereinafter for the sake of brevity referred to as the PART TWO PROPERTY) for the consideration and subject to the terms and conditions contained and recorded in the said Deed of Conveyance

- C. By a registered Deed of Conveyance dated 18<sup>th</sup> July 2003 and registered at the office of the additional Registrar of Assurances, Kolkata in Book No. I Being Deed No.8420 for the year 2013 and made between Yeo Fah Tannery Private Limited therein referred to as the Vendors of the One Part and J.C. Overseas Limited, the Vendors No.1 herein therein referred to as the Purchaser of the Other Part the said Yeo Fah Tannery Pvt Ltd for the consideration therein mentioned sold transferred and conveyed unto and in favour of the Vendors No.1 ALL THAT the piece and parcel of land containing by admeasurement an area of 1 Bigha 5 chittacks and 27 sq.ft. (more or less) situate lying at and being Municipal Premises No.104/D/2 Matheswartala Road, Kolkata 700 046 (more fully and particularly mentioned and described in the SCHEDULE thereunder written and hereinafter for the sake of brevity referred to as the PART ONE PROPERTY) for the consideration and subject to the terms and conditions contained and recorded in the said Deed of Conveyance
- D. The said Part One Property and the said Part Two Property are collectively referred to as the said Entire Property
- E. The Vendors caused their respective names to be mutated in the records of the authorities concerned

- F. The Vendors had acquired the said Entire Property for the purpose of undertaking the development thereof and for the purpose of facilitating the development thereof by a Deed of Exchange dated 1<sup>st</sup> October 2012 entered into between the Vendors interse and registered at the office of the Additional Registrar of Assurances-I, Kolkata in Book No. I CD Volume No. 19 Pages 6660 to 6680 Being No. 09247 for the year 2012 the said Vendors exchanged and transferred in favour of each other 10% of the share of land owned by them respectively and upon such exchange caused the said Part One Property and Part Two Property was amalgamated and upon amalgamation has since been numbered as Municipal Premises No. 140D/2 Matheswartala Road, Kolkata 700 046 (more fully and particularly mentioned and described in the FIRST SCHEDULE hereunder written and hereinafter referred to as the said PREMISES)
- G. By an agreement dated 7<sup>th</sup> May 2013 registered at the office of the Additional Registrar of Assurances-I, Kolkata in Book No. I CD Volume No.9 Pages 6262 to 6298 Being No. 2013 the Vendors agreed to undertake development of the said Premises for the consideration and subject to the terms and conditions contained and recorded in the said Agreement (hereinafter referred to as the JV AGREEMENT)
- H. In pursuance of the said JV Agreement the Vendors caused a map or plan to be sanctioned being No. 2013070193 dated 18<sup>th</sup> January 2014 (the expression plan shall mean and include all modifications and/or alterations made thereto from time to time) to be sanctioned by Kolkata Municipal Corporation (hereinafter referred to as the said PLAN) whereby the Vendors became entitled to construct erect and complete a new building at the said Premises comprising of basement, ground plus 21 upper floors (hereinafter referred to as the NEW BUILDING) in accordance with the said Plan comprising of various self contained flat units apartments constructed spaces and car parking spaces to be ultimately held and/or enjoyed by various intending purchasers on ownership basis. The expression "Plan" shall mean and include all

modifications and/or alterations made to the said Plan from time to time.

- I. The Sellers have already commenced the work of construction of a new building at the said Premises in accordance with the said Plan.
- J. After commencement of the work of construction of the said new building the provisions of the West Bengal Housing Industry Regulation Act 2017 (hereinafter referred to as the said ACT) and the rules framed thereunder (hereinafter referred to as the RULES) had come into force and in accordance with the provisions of the said Act and the Rules framed thereunder the Sellers intend to sell and transfer the various flats units apartments and sanctioned car parking spaces to various intending purchasers and the Sellers have caused themselves to be registered with the concerned authorities being the Housing Industry Regulatory Authority under Sub Section 1 of Section 20 of the said Act.
- K. The Purchaser is desirous of acquiring on ownership basis ALL THAT the Apartment No. ----- on the ----- floor of the new building now in course of construction of the said Premises containing by estimation a chargeable area of -----sq.ft. equivalent to -----sq.ft. (super built-up area) (be the same a little more or less) TOGETHER WITH ----- covered/open car parking space/s TOGETHER WITH the proportionate share in all common parts portions areas and facilities to comprise in the said New Building and/or Housing Complex (more fully and particularly mentioned and described in the THIRD SCHEDULE hereunder written) AND TOGETHER WITH the undivided proportionate share or interest in the land forming part of the said premises appurtenant thereto (more fully and particularly mentioned and described in the SECOND SCHEDULE hereunder written and hereinafter referred to as the said APARTMENT AND THE PROPERTIES APPURTENANT THERETO) which the Sellers have agreed to sell and transfer, free from all encumbrances, charges, liens, lispendens, attachments trusts whatsoever or howsoever for the consideration unto

and in favour of the Purchaser for the consideration and subject to the terms and conditions hereinafter appearing.

- L. The parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed out herein
- M. The parties hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the Project;
- N. The Parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;
- O. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Seller hereby agrees to sell and the Purchaser hereby agrees to purchase the said Flat/Unit and the Properties Appurtenant Thereto for the consideration and subject to the terms and conditions hereinafter appearing;
- P. The parties are desirous of recording the same, in writing

**NOW THEREFORE IN CONSIDERATION OF THE ABOVE RECITALS AND THE MUTUAL COVENANTS HEREIN CONTAINED THE PARTIES HAVE AGREED** as follows:

**A. DEFINITIONS**

In this Agreement unless the context otherwise provides the following expressions shall have the meanings assigned to them as under:

- 1.1 **AGREEMENT** shall mean this agreement together with the schedules and annexures hereto and any other deed and/or document executed in pursuance hereof
- 1.2 **APPROVALS** shall mean and include all licenses, permits, approvals, sanctions, consents obtained or to be obtained and/or granted by the competent authorities in connection with the said Housing Project
- 1.3 **ACT** means the West Bengal Housing Industry Regulation Act 2017 (West Ben. Act XLI of 2017)
- 1.4 **ASSOCIATION** shall mean the Association of Flat owners which may be formed by the Sellers in accordance with the provisions of the West Bengal Apartment Ownership Act 1972 of such association of owners as may be formed by the Sellers for taking control of the common parts and portions and for rendition of common services
- 1.5 **ADVOCATES** shall mean Mr. R.L. Gaggar, Solicitor & Advocate of No. 6 Old Post Office Street, 3rd floor, Kolkata 700 001 appointed by the Sellers, inter alia, for preparation of this agreement and the sale deed for transfer of the said flat/unit.
- 1.6 **ARCHITECT** shall mean -----, Architects of No.-----, Kolkata 700 ----- or any other firm or architects appointed by the Sellers.
- 1.7 **BALCONY** shall mean such extended part or portion of any particular flat/unit which shall form an integral part of a particular flat/unit.
- 1.8 **BOOKING AMOUNT** shall mean the application money i.e. 20% of the amount of the total purchase price paid by the Purchaser to the Sellers as hereinafter appearing.
- 1.9 **CARPET AREA** means the net usable floor area of an apartment excluding the area covered by the external walls, areas under service shafts, exclusive balcony or verandah and exclusive open



terrace area but includes the area covered by the internal partition walls of the apartment/unit.

- 1.10 **CAM CHARGES** shall mean the proportionate share of common area maintenance charges to be paid by the Purchasers inter alia for the maintenance of the Unit/Building/Property, costs of insurances and supervisory expenses but shall not include property taxes payable in respect of the various units but will include property taxes payable for the common parts and portions
- 1.11 **COMMON PARTS PORTIONS AREAS AND AMENITIES** shall mean the common areas and amenities as are available to and/or in respect of the Unit/Building/Project as the case may be (more fully and particularly mentioned and described in the Third Schedule hereunder written)
- 1.12 **CAR PARKING SPACE/S** shall mean covered car parking spaces in the ground floor and podium(1st floor) covered car parking spaces of the said new building/s and also include the open car parking spaces in the open compound at the ground floor of the said premises as expressed or intended by the Sellers in its absolute discretion for parking of motor cars.
- 1.13 **COMMON EXPENSES** shall mean the proportionate share of common expenses to be paid borne and contributed by the intending Purchaser for rendition of common services briefly described and without limitation is in the SIXTH SCHEDULE hereunder written.
- 1.14 **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 Flats/Units.
- 1.15 **COMPLEX** shall mean the new building(s) to be constructed at the said Premises and to be commonly known as “-----  
-----” or such other name as the Sellers in their absolute discretion may deem fit and proper.

- 1.16 **COMMON SERVICE/MAINTENANCE** shall mean those services which are to be rendered by the Sellers and upon formation by the Committee/Association and/or by FMC after appointment of the FMC as the case may be subject to the Purchaser making payment of proportionate share of such maintenance charges.
- 1.17 **COMMON ROOF** shall mean a part or portion of the ultimate roof as may be determined by the Sellers which shall form part of the common parts and portions and shall remain available for common use and enjoyment of all owners and/or occupiers of the new building/s situated at the said premises and shall also include demarcated portion of the roof of the podium as well.
- 1.18 **COMMENCEMENT DATE** shall mean the date of execution of this Agreement.
- 1.19 **DATE OF COMMENCEMENT OF LIABILITY** shall mean the date of the completion of the project and/or from the date of the notice of possession to the Purchaser of the said Flat/Unit after fulfilling his/her/their liabilities and obligations or the date of expiry of the period specified in the notice in writing by the Sellers to the Purchaser to take possession of the said Flat/Unit irrespective of whether the Purchaser takes actual physical possession of the said unit or not, whichever be earlier.
- 1.20 **DATE OF OFFER OF POSSESSION (for fit outs)** shall mean the date on which the sellers shall endeavor to make available to the Purchaser the Unit for fit outs subject to the receipt of the total consideration and all other advances and deposits payable under this agreement. This shall be the date of which the notice for readiness of the Unit for fit outs is issued by the Sellers plus fifteen days.
- 1.21 **DATE OF OFFER OF POSSESSION** shall mean the date on which the occupation certificate is issued (or deemed to be issued as per the relevant provisions of legislation)

- 1.22 **EXTRA PAYMENTS** shall mean the amount required to be paid by the Purchaser to the Sellers apart from the total consideration amount as hereinafter appearing
- 1.23 **FEDERATION/ASSOCIATION/HOLDING ORGANISATION** shall mean a federation of the society/condominium/company to be formed to manage and control the property, the common areas and amenities comprised in the said housing complex
- 1.24 **FLATS/UNITS** shall mean independent and self-contained flats/units and/or other constructed spaces built and constructed or intended to be built and constructed by the Sellers at the said Premises capable of being exclusively held or occupied by a person and/or persons at the said Premises.
- 1.25 **HOUSE RULES/USE** shall mean the rules and regulations regarding the use/holding of the said Flat/Unit as hereinafter stated
- 1.26 **LICENCES** shall mean and include all licences consents approvals and/or sanctions which have to be obtained and granted by the concerned authorities for undertaking the said housing project
- 1.27 **NEW BUILDING** shall mean the New Building to be constructed by the Sellers at the said Premises in accordance with the said Plan and to comprise of various self-contained Units apartments constructed spaces and car parking spaces capable of being held and/or enjoyed independently of each other on ownership basis.
- 1.28 **OCCUPANCY CERTIFICATE** shall mean the Occupation certificate to be granted by Kolkata Municipal Corporation to be granted by Kolkata Municipal Corporation certifying completion of the new building and permitting the Flatowner to take possession of the Apartment intended to be acquired by the Purchaser
- 1.29 **PLAN** shall mean the Building Plan sanctioned and/or to be sanctioned by Kolkata Municipal Corporation and shall include all modifications or variations as may be made by the Sellers from

time to time with prior sanction from the authorities concerned if required.

1.30 **PREMISES** shall mean ALL THAT the Premises No.104/D/2 Matheswartolla Road, Kolkata 700 046 TOGETHER WITH all structures standing thereon (more fully and particularly mentioned and described in the FIRST SCHEDULE hereunder written).

1.31 **PURCHASER** shall be deemed to mean and include :-

- a) In case the Purchaser be an individual or a group of persons, then his/her/their respective heirs legal representatives, executors, administrators and assigns.
- b) In case the Purchaser be a Hindu Undivided family, then its Karta, coparceners or other members for the time being of the said HUF and their respective heirs legal representatives executors and administrators.
- c) In case the Purchaser be a partnership firm, then the partners for the time being, of the said Partnership Business or such other person and/or persons who may be taken in and/or admitted as partner and/or partners of the said Partnership Firm or such other person and/or persons who may carry on the business of the partnership Firm and their respective heirs, legal representatives, executors, administrators and assigns.
- d) In case the Purchaser be a company, then its successors or successors-in-interest.
- e) In case the Purchaser be Trust, shall include the Trustee and/or Trustees for the time being of the said Trust and their respective heirs, legal representative executors administrators and assign.

1.32 **PROPORTIONATE OR PROPORTIONATELY** shall mean the built up area of any Unit to bear to the built up area of all the Flats/Units in the said building provided that where it refers to

the share of the Purchasers or any co-owner in the rates and/or taxes amongst the common expenses then such share of the whole shall be determined on the basis on which such rates and/or taxes are being respectively levied (i.e. in case the basis of any levy be on area rental income consideration or user then the same shall be determined on the basis of the area rental income consideration or user of the said Unit)

- 1.33 POSSESSION** shall mean the date on which possession is made over by the Sellers to the Purchaser after occupancy certificate is obtained
- 1.34 READY TO MOVE IN** For the purpose of this para 'ready to move in possession' shall mean that the flat/unit shall be in habitable condition which is complete in all respects including the provision of all specifications, amenities and facilities as agreed between the parties, and for which occupation certificate and completion certificate, as the case may be has been issued by the competent authority;
- 1.35 RULES** means the West Bengal Housing Industry Regulations Rules, 2018 made under the West Bengal Housing Industry Regulation Act 2017
- 1.36 REGULATIONS** means the regulations made under the West Bengal Industry Regulation Act 2017
- 1.37 SAID UNIT AND THE PROPERTIES APPURTENANT THERETO** shall mean ALL THAT the **Flat/Unit No. \_\_\_\_\_ on the \_\_\_\_\_ floor in Block No. \_\_\_\_** at the said premises (more fully and particularly mentioned and described in PART I of the SECOND SCHEDULE hereunder written with fittings and fixtures to be provided therein by the Sellers as mentioned in the Sixth Schedule hereunder written together with Purchaser proportionate undivided share in common areas and installations as also in the land comprised in the said premises attributable to the said unit and further wherever the context so permits shall

include the right of parking one or more motor car/s in the car parking space if so specifically and expressly mentioned and described in the within stated PART-II of the SECOND SCHEDULE

- 1.38 **SAID UNDIVIDED SHARE IN THE PREMISES** shall mean proportionate undivided indivisible impartible share in the land comprised in the said premises attributable to the said unit agreed to be purchased hereunder by the Purchaser and to be determined by the Sellers in its absolute discretion
- 1.39 **SELLERS** shall mean the said **J.C. Overseas Limited and Chieh Shing Tannery** and shall mean and include in the case of the Company its successor and/or successors in office and assigns and in the case of the partnership firm the present partner and/or partners and/or those who may be taken in and/or admitted as partner and/or partners and their respective heirs, legal representatives, executors, administrators and assigns.
- 1.40 **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.
- 1.41 **SINKING FUND/RESERVE FUND** shall mean the fund to be paid and/or contributed by each of the unit owners including the Purchaser herein towards maintenance fund which shall be held by the Sellers and after the said new building is completed and possession is made over and upon formation of the Association the said amount shall be transferred by the Sellers to such Association.
- 1.42 **SERVICE/MAINTENANCE CHARGES** shall mean the service/maintenance charges for the common areas installations facilities and/or amenities as may be incurred by the Sellers and/or the Association incorporated for the said purposes including providing service, making such provision or incurring

expenses in respect of future provision of service as the Sellers and/or the Association either in its absolute discretion may deem proper. The proportionate amount agreed to be paid by the Purchaser on account of the service and maintenance charges shall be determined by the Sellers and/or the Association in their absolute discretion.

**1.43 TERRACE** shall mean an open terrace attached to a particular flat/unit and to form an integral part of such flat without any right of any other flat owners.

**1.44 TOTAL PRICE** shall mean the total price as hereinafter appearing agreed to be paid by the Purchaser to the Sellers in terms of this agreement.

## **B. 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 and all statutory instruments or orders made pursuant thereto.
- viii) Any reference to this agreement or any provisions thereof includes all amendments and modification made in this Agreement from time to time in force and supplemental agreements or any other documents and/or agreements.
- ix) The headings in this agreement are inserted for convenience of reference and shall be ignored in the interpretation and construction of this agreement.
  - x) The Schedules shall have effect and be construed as an integral part of this agreement.

## **C. COMMENCEMENT AND TERMS**

**3.1** This Agreement has commenced and/or shall be deemed to have commenced on and from the date of execution of agreement (hereinafter referred to as the COMMENCEMENT DATE) and shall remain valid and subsisting unless terminated in the manner as hereinafter appearing.

### **3.1 TERMS**

**3.1.1** Subject to the terms and conditions as detailed in this Agreement, the Sellers to sell to the Purchaser and the Purchaser hereby agrees to purchase the Flat/Unit and the Properties Appurtenant thereto as specified hereinabove.

**3.1.2** The total amount agreed to be paid by the Purchaser is based on the total chargeable area which has been agreed upon between the



parties hereto as recorded herein and the total consideration price payable by the Purchaser to Sellers comes to Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only). (hereinafter referred to as the TOTAL CONSIDERATION PRICE/PURCHASE PRICE).

	<b>Carpet Area (sq.ft)</b>	<b>Chargeable Area (sq.ft)</b>	<b>Price (per sq.ft)</b>	<b>Amount (Rs)</b>
FLAT				
BALCONY				
TERRACE				
			<b>TOTAL (A)</b>	
<b>PARKING</b>		<b>Type of Parking</b>	<b>Nos</b>	<b>Amount (Rs)</b>
			<b>TOTAL (B)</b>	
<b>1. CONSIDERATION PRICE (A+B)</b>				
2. Taxes on Total Consideration Price				
<b>UTILITY EXPENSES</b>				
3. Cost of transformer, generator etc				
4. Taxes on Utility Expenses				
<b>5. TOTAL CONSIDERATION PRICE (1+2+3+4)</b>				

<b>ADDITIONAL DEPOSITS (MANDATORY)</b>	<b>Carpet Area (sq.ft)</b>	<b>Chargeable Area (sq.ft)</b>	<b>Rate (per sq.ft)</b>	<b>Amount (Rs)</b>
Maintenance Charges				
Sinking Fund				
Corporation Tax Deposit				
CESC Deposit	CESC Deposit as per actuals in case of LT line payable on demand. In case CESC provides HT connection, then the Purchaser will have to deposit proportionate amount with the Sellers on demand.			
Documentation/Legal Fees	Rs. -----/- at the time of execution of this agreement and Rs. -----/- at the time of execution of the deed of conveyance. Cheque to be issued in the name of Mr. Ratan Lal Gaggar			
<b>TOTAL PRICE</b>	Rs. _____/- (Rupees _____/-)			

**Explanation:**

- (i) The Total consideration price above includes the booking amount paid by the Purchaser to the Sellers towards the Flat/Unit and the Properties Appurtenant thereto.
- (ii) The Total price above includes Taxes (consisting of tax paid or payable by the Sellers by way of GST and Cess or any other similar taxes which may be levied in connection with the construction of the New Building(s) payable by the Sellers upto the date of handing over the possession of the Flat/Unit and the Properties Appurtenant thereto.
- Provided that in case of any change/modification in the taxes, the subsequent amount payable by the Purchaser to the

Sellers shall be increased and/or reduced based on such change/modification.

- (iii) The Sellers shall periodically intimate in writing to the Purchaser the amount payable as stated above and the Purchaser shall make payment demanded by the Sellers within the time and in the manner as specified therein. In addition the Sellers shall provide the Purchaser the details of the taxes paid or demanded along with the acts/rules/notifications together with dates from which such taxes/levies have been imposed or become effective;
- (iv) The Total Price of the Apartment includes recovery of price of land, construction of common areas, internal development charges, external development charges, taxes, cost of providing electric wiring; electrical connectivity to the apartment, lift, water line and plumbing, finishing with the paint of exterior walls of the new building, tiles, doors, windows, firefighting equipment's and fire detection in the common areas and includes cost of providing all facilities, amenities and specifications to be provided within the apartment and the project;

**3.2** The Total Consideration Amount/Purchase Price is escalation-free, save and except increases which the Purchaser hereby agrees to pay, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority from time to time. The Sellers undertakes and agrees that while raising a demand on the Purchaser for increase in development charges, cost/charges imposed by the competent authorities, the Sellers shall enclose the relevant notification/order/rule/regulation to that effect along with the demand letter being issued to the Purchaser, which shall only be applicable after the expiry of the schedule date of completion of the project as per registration with the Authority, which shall include the

extension of registration, if any, granted to the said project by the authority as per the Act and shall not be charged from the Purchaser.

- 3.3** The said total consideration amount shall be paid in the manner as provided for in the FOURTH SCHEDULE hereunder written by the Purchaser to the Sellers.
- 3.4** The Sellers shall have the right to provide discount on early payments as may be agreed between the parties in writing.
- 3.5** It is agreed that the Promoters/Sellers shall not make any additions and alterations in the sanctioned plan, layout plans and specifications and the nature of fixtures, fittings and amenities (which shall be in conformity with the advertisement, prospectus etc on the basis of which sale is effected) in respect of the said apartment without the previous written consent of the Purchaser as per provisions of the Act PROVIDED HOWEVER that in the event of the Purchaser requiring any minor alteration and/or modification and the same is permissible in law, the Sellers may cause the same to be done upon payment of such amount as may be mutually agreed upon and reduced in writing it being further agreed that in the event of the Sellers making any modification/alteration in the sanctioned plan as permissible in accordance with the building rules of Kolkata Municipal Corporation and other statutes, the Sellers shall be entitled to do so long as the same does not affect the Apartment intended to be acquired by the Purchaser and the Purchaser hereby consent to the same and no further consent of the Purchaser shall be necessary and/or required.
- 3.6** The Sellers shall confirm to the final carpet area that has been allotted to the Purchaser after the construction of the building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of changes, if any, in the carpet areas. The total price payable for the carpet area shall be recalculated upon confirmation by the Sellers. If there is reduction in the carpet area then the Sellers shall refund the excess money paid by the Purchaser

within forty five days from the date when such an excess amount was paid by the Purchaser. If there is any increase in the carpet area, which is not more than three percent of the carpet area of the apartment, allotted to the Purchaser, the Sellers may demand that from the Purchaser as per the next milestone of the Payment Plan as provided in FOURTH SCHEDULE. All these monetary adjustments shall be made at the same rate per square feet in terms of this Agreement.

**3.7** The Purchaser acknowledges that the certificate which may be given by the Architect of the said Residential Complex/Project certifying the Carper Area to comprise in the said Flat/Unit shall be binding on the parties hereto.

**3.8** Upon full payment of the total purchase price and other amounts to be paid in terms of this agreement, the Sellers agrees and acknowledges, the Purchaser shall have the right to the Apartment as mentioned below:

- i)** The Purchaser shall have exclusive ownership of the Apartment
- ii)** The Purchaser shall also have undivided proportionate share in common areas. Since the share of the Purchaser in the common areas is undivided and cannot be divided or separated, the Purchaser shall use the common areas along with other occupants, maintenance staff etc without causing any inconvenience or hindrance to them. It is clarified that the Sellers shall hand over the common areas to the association of Purchasers after duly obtaining completion certificate from the competent authority as provided in the Act.
- iii)** The Purchaser has the right to visit the project site to assess the extent of development of the project and his apartment
- iv)** For the purposes of compliance of the provisions of Section IV (d) of the said Act the total purchase price includes recovery of price of land, construction of not only the Apartment but also the common areas, internal development charges, external

development charges, taxes, cost of providing electric wiring, electrical connectivity to the apartment, lift, water line and plumbing, finishing with paint, marble, tiles, doors, windows, fire detection and firefighting equipment in the common areas and includes the cost for providing all other facilities, amenities and specifications to be provided within the apartment and/or project.

**3.9** It is made clear by the Sellers and the Purchaser agrees that the said Apartment along with open/covered car parking space shall be treated as a single indivisible unit for all purposes. It is agreed that the Project is an independent, self-contained project covering the land and is not part or any other project or zone and shall not form part of and/or linked/combined with any project in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the Purchaser. It is clarified that Project's facilities and amenities shall be available only for use and enjoyment of the Purchasers of the Project

**3.10** The Purchaser has paid a sum of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) as booking amount being part payment towards the Total Consideration Price of the Flat/Unit and the Properties Appurtenant thereto at the time of application the receipt of which the Sellers hereby acknowledges and the Purchaser hereby agrees to pay the remaining total price of the flat/unit and the Properties Appurtenant thereon as prescribed in the Payment Plan set out in FOURTH SCHEDULE as may be demanded by the Sellers within the time and manner as specified therein.

Provided that if the Purchaser delays in payment towards any amount for which is payable, the Purchaser shall be liable to pay interest at the rate specified in the Rules i.e., State Bank of India Prime Lending Rate plus 2% p.a.

#### **4 MODE OF PAYMENT**

- 4.1 Subject to the terms of the Agreement and the Sellers abiding by the construction milestones, the Purchaser shall make all payments, on written demand by the Sellers within the stipulated time as mentioned in the payment plan through account payee cheque/demand draft/banker's cheque or online payment in favor of the Sellers or any one of them payable at Kolkata.
- 4.2 The Purchaser acknowledges that it is his/her responsibility to make timely payment of the total purchase price and other amounts payable in terms of this agreement and the Sellers from time to time shall give notice as the amounts due and payable by the Purchaser and such notice may be sent by the Sellers electronically, ordinary mail or by speed post with acknowledgment due.

## **5 COMPLAINT OF LAWS RELATING TO REMITTANCES**

- 5.1 The Purchaser if a Non-Resident Indian, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act 1999 (FEMA), Reserve Bank of India Acts & Rules (RBI) made there under or any other statutory amendments /modifications made thereof and all other applicable laws including that of remittance of payments, acquisition, transfer of immovable property etc. and provide the Sellers with such permissions, approvals which would enable the Sellers to fulfill its obligations under this Agreement. The Purchaser agrees that in the event of any failure on his part to comply with the applicable guidelines issued by RBI, the Purchaser along shall be liable for any action under FEMA.
- 5.2 The Purchaser shall keep the Sellers fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Purchaser subsequent to the signing of this Agreement, it shall be the sole responsibility of the Purchaser

to intimate the same in writing to the Sellers immediately and comply with the necessary formalities towards under the applicable laws. The Sellers shall not be responsible towards any third party making payments, remittances on behalf of the Purchaser and such third party shall not have any right in this Agreement/allotment of the said Flat/Unit in any way and the Sellers shall issue the payment receipts in favor of the Purchaser only.

## **6 ADJUSTMENT/APPROPRIATION OF PAYMENT**

6.1 The Purchaser authorizes the Sellers to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in his/her name as the Sellers may in its sole discretion deem fit and the Purchaser undertakes not to object/demand/direct the Sellers to adjust his payment in any manner.

## **7 TIME IS ESSENCE**

7.1 Time is the essence for the Sellers as well as the Purchaser. The Sellers shall abide by the time schedule for completing the construction of the New Building and handing over the Flat/Unit and the Properties Appurtenant thereto to the Purchaser after obtaining the occupancy certificate. The Purchaser acknowledges that it is his/her responsibility to make timely payment of the total purchase price and other amounts payable in terms of this agreement subject to the simultaneous completion of construction by the Sellers as provided in FOURTH SCHEDULE.

7.2 The Sellers from time to time shall give notice as to the amounts due and payable by the Purchaser and such notice may be sent by the Sellers electronically, ordinary mail or by speed post with acknowledgement due.

## **8 CONSTRUCTION OF THE PROJECT/FLAT/UNIT**



8.1 The said Flat/Apartment shall be constructed in a workmanlike manner with such materials/specifications as are detailed out in the Fifth Schedule hereunder written and the Purchaser hereby confirms that the same is acceptable to the Purchaser. The Sellers shall develop the New Building in accordance to the plan approved by the competent authority and specifications as laid down in FIFTH SCHEDULE of this Agreement. The Sellers undertakes that it has no right to make additions or put up additional structures anywhere in the project after the building plan, layout plan, sanctioned plan and specifications, amenities and facilities have been approved by the competent authorities and disclosed, except for as provided in the Act. The Purchaser acknowledges that taking into various factors and as and when required by the Architect for the time being of the said project it may be necessary to alter and/or modify the plan sanctioned by the authorities concerned and the Purchaser acknowledges and consents that the Sellers shall be entitled to modify and/or alter the Plan so long as the same does not adversely affect the Flat/Unit intended to be acquired by the Purchaser.

## **9 POSSESSION OF THE FLAT/UNIT**

- 9.1** Unless prevented by circumstances beyond the control of the Sellers, the said Apartment shall be completed in all regards within a period of 42 months from the date of execution of this Agreement with a grace period of 6 months (hereinafter referred to as the COMPLETION DATE)
- 9.2** Time for completion is and shall always remain as the essence of the contract subject to what is herein agreed.
- 9.3** Upon completion of the said Project and/or Apartment the Sellers shall apply to Kolkata Municipal Corporation for grant of occupancy certificate and upon payment of the total purchase price and all other amounts payable in terms of this agreement by the Purchaser to the

Sellers the Purchaser shall be entitled to take over possession of the said Apartment along with ready and complete common areas with all specifications, amenities and facilities

**9.4** In the event of any delay in making over possession consequent to force majeure conditions then and in that event the time for completion shall stand automatically extended

**9.5** For the purposes of force majeure the following shall be deemed to be force majeure conditions:

- i) War
- ii) Flood
- iii) Drought
- iv) Fire
- v) Cyclone
- vi) Earthquake or any other calamity caused by nature

PROVIDED THAT such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Purchaser agrees and confirms that in the event it becomes impossible for the Sellers to implement the project due to Force Majeure conditions, then this agreement shall stand terminated and the Sellers shall refund to the allotted the entire amount received by the Sellers from the Purchaser within 45 days from that date. The Sellers shall intimate the Purchaser about such termination at least thirty days prior to such termination. After refund of the money paid by the Purchaser, the Purchaser agrees that he/she shall not have any rights, claims etc against the Sellers and the Sellers shall be released and discharged from all its obligations and liabilities under this Agreement.

**9.5.1** At or before taking over possession of the Flat/Unit the Purchaser shall:

- i) Fully satisfy herself/himself/itself as to the total carpet area as well as chargeable area comprised in the said flat/unit.
- ii) Satisfy herself/himself/itself as to the workmanship of the said flat/unit.
- iii) Cause his/her/its architect to satisfy themselves as to the structural stability of the new building.
- iv) Cause his/her/its architect to examine whether there is any defect in workmanship.

**9.6 FITOUTS :** The Sellers shall be at liberty and is entitled to complete any portion/floor/wing/part of the building and apply for and obtain part occupation certificate. As and when such occupation certificate is obtained the Sellers may at its discretion offer the said Flat to the Purchaser to undertake necessary Fitout it being expressly made clear that this shall not amount to possession being made over, such possession to be made over only upon the Purchaser making full payment of the amount of consideration and other amounts in terms of this agreement and necessary occupation certificate being granted by the authorities concerned, the Purchaser shall be obligated and undertakes to carry out necessary fitouts subject to what is hereinafter appearing.

**9.7 PROCEDURE FOR TAKING POSSESSION:** the Sellers upon obtaining necessary occupancy certificate from the competent authority shall offer in writing the possession of the Flat/Unit/Apartment to the Purchaser in terms of this Agreement to be taken within two months from the date of issuance of occupancy certificate. The conveyance deed in favour of such Purchaser shall be carried out by the Sellers within three months from the date of issuance of occupancy certificate. After taking over possession the Purchaser agrees to pay the maintenance charges determined by the Sellers/Association of Purchasers, as the case may be. The Sellers shall hand over a copy of

the occupancy certificate of the apartment to the Purchaser at the time of execution of the conveyance

**9.8 FAILURE OF PURCHASER TO TAKE POSSESSION :** In the event of the Purchaser failing to make payment of all amounts due and payable by it to the purchaser in terms of this agreement and to take over possession of the said Apartment in the manner as hereinbefore mentioned and if such default shall continue for a period of two months then and in that event then and in that event the Sellers shall be entitled to sell and transfer the said Flat to some other persons and after adjusting and appropriating the amount due and payable by the Purchaser and the balance amount shall be paid by the Sellers to the Purchaser and the Purchaser hereby consents to the same.

**9.9 CANCELLATION BY THE PURCHASER:** The Purchaser shall have the right to cancel/withdraw his allotment in the project as provided in the act Provided where the Purchaser proposes to cancel/withdraw from the project without any fault of the Sellers, the Sellers herein is entitled to forfeit the booking amount paid for the allotment and interest accrued thereon in accordance to law. The Purchaser acknowledges that the Sellers shall be blocking the said Apartment for the Purchaser without receiving the total consideration price and other amounts and in the event of such cancellation the Sellers shall refund the amount receivable by the Purchaser within 45 days of such cancellation or upon the Sellers entering into an agreement for sale in respect of the said Apartment with any other intending Purchaser (which ever event shall happen later) and ins as much as the Sellers in terms of this agreement is to hold the said flat on account of the Purchaser, the Purchaser has agreed to wait for payment of the amount in the event of cancellation as above and has agreed to waive all other rights upon cancellation.

**9.10 CANCELLATION BY THE SELLERS :** In terms of this agreement time for payment of the total purchase price and other amounts is and shall always remain as the essence of the contract and in the event of

the Purchaser failing to make payment of any of the amounts payable in the manner as provided for in this agreement then and in that event the Sellers shall be entitled to terminate this agreement by giving to the Purchaser 15 days' notice in writing (hereinafter referred to as the NOTICE OF CANCELLATION) and upon expiry of the notice period this Agreement shall stand automatically cancelled and in such an event the Purchaser shall cease to have any right under this agreement or in respect of the said Apartment and upon such cancellation the Sellers shall be entitled to forfeit a sum equivalent to the booking amount together with interest at the State Bank of Indiaprime lending rate plus 2% pa out of the amounts already paid by the Purchaser to the Sellers and refund the balance such refund to be made within 45 days of such cancellation or upon the Sellers entering into an agreement for sale in respect of the said Apartment with any other intending Purchaser (which ever event shall happen first)

**9.11 DEFECT LIABILITY:** In the event of there being any structural defect and so certified by the Architect, for the time being in respect of the said Apartment/Unit and such defect is detected within a period of five years from the date of issue of occupancy certificate of the said Apartment/Unit then and in that event the Sellers shall cause such defect to be removed and/or rectified provided that such defect is not occasioned because of any act deed or thing on the part of the Purchaser or any person claiming through or under the Purchaser or because of non-use and/or improper use and/or :

- a) Any negligence and/or latches on the part of the Purchaser
- b) Any act deed or thing on the part of any third party
- c) Any act of vandalism or destruction on the part of any person

## **10 REPRESENTATION, DLSCLOSURE, DISCLAMIER AND WAARANTIES OF THE SELLERS**

**10.1** At or before the execution of this Agreement the Sellers has provided to the Purchaser a certificate being the Report on Title of its Advocate;

**10.2** At or before entering into this Agreement the Purchaser has satisfied himself/herself/itself as to:

- i) Satisfied himself/herself as to the title of the Sellers and has inspected the copies of the title deeds and plan sanctioned by the authorities concerned and legal ownership in respect of the said premises and acknowledges that the Sellers have a marketable title in respect thereof.
- ii) The right of the Sellers to enter into this agreement
- iii) Is fully satisfied as to the carpet area and/or chargeable area to form part of the said Flat/Unit
- iv) Acknowledges that the right of the Purchaser shall remain restricted to the Flat intended to be acquired by him/her/it and will have no right over and in respect of the other parts and portions of the said new building and/or the said Housing Complex
- v) Is satisfied that the said Premises is free from all encumbrances and charges and that there is no litigation pending in any Court of Law with regard to the said Premises
- vi) Is satisfied that all approvals, licenses, permits issued by the competent authority with respect to the said housing project are valid and subsisting and that the same have been obtained by following due process of law
- vii) That the Sellers is legally competent to enter into this agreement
- viii) That the said Property is not the subject matter of any HUF and that no part of the land forming part of the said Premises is owned by or remains vested in a minor
- ix) That the said Premises is not subject to any notice of acquisition and/or requisition nor there is any threat or acquisition and/or requisition

- x) That all municipal rates taxes and other outgoings payable in respect of the said Premises has been paid and/or shall be paid by the Sellers up to the completion of the said Housing Project
- xi) Acknowledges that the terms and conditions of this agreement are fair and reasonable.
- xii) Has obtained independent legal advice and the Advocates so appointed by the Purchaser has also caused necessary searches/investigation of title to be made
- xiii) Acknowledges that the said new building is going to be a very prestigious building in the city of Kolkata and as such the Purchasers agrees to abide by the terms and conditions herein contained and also the house rules as hereinafter appearing.
- xiv) The parties have gone through all the terms and conditions set out in this agreement and have understood their respective obligations and rights detailed herein
- xv) The parties hereto confirm that they are signing their agreement with full knowledge of all the laws, rules, regulations, notifications etc applicable to the project
- xvi) The parties relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this agreement and all applicable laws are not willing to enter into this agreement on the terms and conditions appearing hereinafter  
And has agreed not to raise any objection whatsoever or howsoever

**10.3** The Confirming Party doth hereby declare and confirm that the Said Property presently forms part of the assets and properties of the Sellers and the Confirming Party has no right or claim over and in respect of the Said Property or any part or portion thereof and for the purpose of creating a proper title in favor of the Flat buyers, the Confirming Party agrees to sign and execute and deed, document or

instrument as may be necessary and/or required from time to time for the purpose of perfecting the title of the Purchaser.

## **11 EVENTS OF DEFAULTS AND CONSEQUENCES**

**11.1** Subject to the Fore Majeure clause, the Sellers shall be considered under condition of Default, in the following events:

- (i) Sellers fails to provide ready to move in possession of the Flat/Unit to the Purchaser within the stipulated time period specified in Para 7.1 or fails to complete the project within the stipulated time disclosed at the time of registration of the project with the authority.
- (ii) Discontinuance of the Sellers's business as a developer on account of suspension or revocation of his registration under the provisions of the Act or the rules or regulations made thereunder.

**11.2** In case of default by the Sellers under the conditions listed above, the Purchaser is entitled to the following:

- (i) Stop making payment to the Sellers as demanded by the Sellers. If the Purchaser stops making payments the Sellers shall correct the situation by completing the construction milestones and only thereafter the Purchaser be required to make the next **payment without any interest;**
- (ii) The Purchaser shall have the option of terminating the Agreement in which case the Sellers shall be liable to refund the entire money paid by the Purchaser under any head whatsoever towards the purchase of the Flat/Unit, along with interest at the rate prescribed in the Rules within forty five days of receiving the termination notice  
Provided that where the Purchaser does not intent to withdraw from the project or terminate the Agreement, he shall be paid by the Sellers, interest at the rate prescribed in the Rules, for every month of delay till handing over the



possession of the Flat/Unit, which shall be paid by the Sellers to the Purchaser within forty five days of it becoming due.

**11.3** The Purchaser shall be considered under the condition of default on the occurrence of the following events:

- (i) In the case the Purchaser fails to make payment for consecutive demands made by the Sellers as per payment in Fourth Schedule hereunder, despite having been issued notice in that regard the Purchaser shall be liable to pay interest to the Sellers on the unpaid amount at the rate prescribed in the Rules;
- (ii) In case of default by the Purchaser under the condition listed above continues for a period beyond one month after notice from the Sellers in this regard, the Sellers may cancel the allotment of the Flat/Unit in favor of the Purchaser and refund the money paid to him by the Purchaser by deducting the booking amount and interest liabilities and this Agreement shall thereupon stand terminated:

Provided that the Sellers shall intimate the Purchaser about such termination at least thirty days prior to such termination.

## **12 CONVEYANCE OF THE SAID FLAT/UNIT/APARTMENT**

**12.1** The Sellers on receipt of the Total Price of the Apartment/Flat/Unit and the Properties Appurtenant thereto under this Agreement from the Purchaser along with interest due thereon if any, the Deed of Conveyance shall be executed in favor of the Purchaser within three months from the date of taking over possession and time in this regard is and shall be treated as the essence of the contract.

**12.2** Within ten days from the date of notice to that effect being given by the Sellers to the Purchaser, the Purchaser shall deposit the requisite amount on account of stamp duty, registration charges, legal

expenses and other incidental expenses and without the Purchaser depositing the said amount the Sellers will not be under an application to execute the Deed of Conveyance and in the event of the Purchaser failing to deposit the requisite amount within the stipulated time then and in that event without prejudice to any other right which Sellers may have the Purchaser shall be liable and agree to make payment of a sum of Rs. -----/- (Rupees ----- -- only) per month as and by way of GUARDING CHARGES and the Purchaser acknowledges such guarding charges is fair and reasonable in as much as the Sellers shall continue to hold the Flat/Unit for and on behalf of and on account of the Purchaser. The Purchaser shall be solely responsible and liable for compliance of the provisions of the Indian Stamp Act 1899 including any actions taken or deficiencies/penalties imposed by the competent authority.

### **13 MAINTENANCE OF THE SAID NEW BUILDING/FLAT/APARTMENT**

- 13.1** The Purchasers acknowledges that maintenance of the common parts and portions and supply of services is for the benefit of all the Unit Owners and as such it is desirable that a Facility Management Company (hereinafter referred to as the FMC) be appointed and in this regard the Purchasers authorizes the Sellers to appoint a Facility Management Company on such terms and conditions as the Sellers in its absolute discretion may deem fit and proper who shall remain responsible for maintenance of the common parts and portions and for rendition of common services.
- 13.2** The Seller shall be entitled to appoint a Facility Management Company on such terms and conditions as the Sellers in its absolute discretion may deem fit and proper and the Purchaser shall be liable to make payment of an amount equivalent to 15% of the CAM Charges as service charges payable to such FMC.
- 13.3** Until such time the Sellers have appointed such FMC the Sellers shall be liable to maintain the common parts and portions and be

responsible for rendition of common services and as such the Sellers shall be entitled to claim an amount equivalent to 15% of the CAM Charges payable by the Purchasers as and by way of service charges.

**13.4** After formation of the Holding Organization, the Holding Organization will take control of the common parts and portions and shall remain liable for rendition of common services.

**13.5 HOLDING ORGANISATION** - The Unit Owners amongst themselves shall form a Holding Organization which may be a private limited company, limited liability partnership firm and/or Society or Syndicate and/or Association of Persons (hereinafter referred to as the HOLDING ORGANISATION).

**13.6** The Purchasers agrees to become a member of such Holding Organization and shall abide by all the rules and regulations which may be framed from time to time by such Holding Organization.

**13.7** Until formation of the said Holding Organization the Sellers in its absolute discretion may appoint an Adhoc Committee which will comprise of five unit owners (hereinafter referred to as the ADHOC COMMITTEE) and such Adhoc Committee shall be deemed to be the representative body of all the Unit owners of the said residential Complex and upon formation of the said Holding Organization the said Adhoc Committee shall stand dissolved.

**13.8** So long as each Flat/Unit in the said premises shall not be separately mutated and assessed by the Municipality and/or by the appropriate authority, the Purchaser shall pay the proportionate share of all rates and taxes assessed on the whole premises from the date of notice of possession to the Sellers/Facility Manager within 7 days from the demand being made. Such proportion is to be determined by the Sellers on the basis of the proportionate area of the Purchasers Flat/Unit.

## **14 DEFECT LIABILITY**

In the event of there being any structural defect and so certified by the Architect, for the time being in respect of the said Apartment/Unit and such defect is detected within a period of five years from the date of issue of occupancy certificate of the said Apartment/Unit then and in that event the Sellers shall cause such defect to be removed and/or rectified provided that such defect is not occasioned because of any act deed or thing on the part of the Purchaser or any person claiming through or under the Purchaser or because of non-use and/or improper use and/or :

- (i) Any negligence and/or laches on the part of the Purchaser
- (ii) Any act deed or thing on the part of any third party
- (iii) Any act of vandalism or destruction on the part of any person

**15 RIGHT OF THE PURCHASER TO USE COMMON AREAS AND FACILITIES SUBJECT TO PAYMENT OF MAINTENANCE CHARGES AND DEFAULT IN PAYMENT OF THE MAINTENANCE CHARGES/ENFORCEMENT**

- 15.1** The Purchaser hereby agreed to purchase the Apartment/Flat/Unit and the Properties Appurtenant thereto on the specific understanding that his/her/their/its right to use of the Common Area and the Common Facilities shall be subject to timely payment of the total maintenance charges, as determined and thereafter billed by the Sellers/FMC/Holding Organisation/Association of the Purchasers (or the maintenance agency appointed by it) as the case may be and performance by the Purchaser of his/her obligation in respect of the terms and conditions specified by the Maintenance Agency or the Association of Purchaser/s from time to time.
- 15.2** In the event of the Purchasers failing to make payment of the common area maintenance charges (hereinafter referred to as the CAM CHARGES) the Purchasers shall be obligated to pay:

- i) interest at the rate of 15% per annum on all amounts remaining outstanding
- ii) Rs.2/- per sq.ft. per month as late charges

And if such default shall continue for more than thirty days then and in that event all expenses including reasonable attorney's fees paid and/or incurred by the Sellers/FMC/Holding Organization in respect of any proceedings brought about to collect such unpaid CAM Charges or to enforce any lien in respect of such unpaid CAM Charges shall be on account of the Purchaser.

**15.3** The Purchaser acknowledges that upkeep of the common parts and portions and rendition of common services is for the benefit of all the Unit owners in the said new building/s and nonpayment thereof by the Purchaser is likely to adversely affect the services and/or interest of the other Unit owners and as such in the event of any default on the part of the Purchaser in making timely payment of such common expenses the Purchasers shall be liable to pay interest at the rate of 15% per annum on the amounts lying in arrears and if such default shall continue for a period of three months then and in that event the Purchasers shall not be entitled to avail of any of the said facilities and/or utilities and the Sellers and/or Holding Organization and/or FMC as the case may be shall be entitled to and the Purchaser hereby consents:

- i) to discontinue the supply of electricity to the Purchasers' Flat/Unit
- ii) to disrupt the supply of water
- iii) to withdraws the lift facilities to the Purchasers and/or to the members of his family including the Purchasers' visitors, servants and agents

And such facilities shall not be restored until such time the Purchasers has made payment of all the amounts lying in arrears together with interest accrued at the aforesaid rate including all costs charges and expenses incurred till then by the Sellers for

realization of the amounts lying in arrears including reasonable attorney's fees paid and/or incurred by the Sellers/Federation/Holding Organization in respect of any proceedings brought about to collect such unpaid CAM Charges or to enforce any lien in respect of such unpaid CAM Charges shall be on account of the Purchasers.

**16 RIGHT TO ENTER THE PARATMENT FOR REPAIRS**

The Sellers/FMC/Holding Organization/Association of Purchaser/s/Maintenance Agency shall have the rights of unrestricted access of all Common Area, garages and parking spaces for providing necessary maintenance services and the Purchaser agrees to permit the Association of Purchasers and/or the maintenance agency to enter into the Apartment/Flat/Unit and the Properties Appurtenant thereto or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.

**17 PURCHASER'S COVENANTS – HOUSE RULES/USAGE**

**17.1** After the Purchaser has taken over possession of the said Flat/Unit the Purchaser as a separate covenant has agreed:

- a) TO CO-OPERATE with the other co-Purchaser and/or co-buyers and the Vendor in the management and maintenance of the said building.
- b) TO OBSERVE the rules framed from time to time by the Sellers and upon appointment of the FMC and/or formation of the Holding Organization by such FMC and/or Holding Organization as the case may be.
- c) TO ALLOW the Sellers and/or their authorized representative and upon appointment of FMC, such FMC to enter into the said Flat and/or common parts and areas including the Utility Room, for the purpose of maintenance and repairs.

- d) TO PAY and bear the common expenses and other outgoing and expenses since the date of possession and also the rates and taxes for and/or in respect of the said Building including those mentioned in the Fifth Schedule hereunder written proportionately for the building and/or common parts/areas and wholly for the said Flat/Unit and/ or to make deposits on account thereof in the manner mentioned hereunder to or with the Sellers and upon appointment of the FMC to such FMC. Such amount shall be deemed to be due and payable on and form the date of possession whether actual possession of the said Unit has been taken or not by the Purchaser.
- e) TO DEPOSIT the amounts reasonably required with the Sellers and upon appointment of the FMC to such FMC as the case may be towards the liability for the rates and taxes and other outgoings.
- f) TO PAY charges for electricity in or relating to the said Unit wholly and proportionately relating to the common parts.
- g) To use the said Flat/Unit for residential purposes only and for no other purpose whatsoever or howsoever.
- h) To pay and discharge all existing and future rates and water charges, taxes, duties, charges, assessments, impositions and outgoings whatsoever which now are or at any time in future may be charged, levied, rated, assessed or imposed in respect of the said Flat/Unit.
- i) From time to time and at all times to repair and maintain and keep in good and substantial repair and condition the said Flat/Unit.
- j) To keep the said Flat in a clean and tidy condition and to clean both sides of all windows and window frames and all other glass and other panels in the said Flat/Unit.

**15.2** The Purchaser hereby further covenants by way of negative covenants as follows:

- a) NOT TO sub-divide the said Unit and / or the Parking space or any portion thereof.
- b) NOT TO do any act deed or thing or obstruct the construction and completion of the said building in any manner whatsoever and

notwithstanding any temporary obstruction in the Purchaser's enjoyment of the said Unit.

- c) NOT TO throw dirt, rubbish or other refuse or permit the same to be thrown or accumulated in the said building and / or compound or any portion of the building except in the space for garbage to be provided in the ground floor of the said building.
- d) NOT TO store or bring and allow to be stored and brought in the said Unit any goods of hazardous or combustible nature or which are too heavy as to affect or endanger the structures of the building or any portion of any fittings or fixtures thereof including windows, doors, floors etc. in any manner.
- e) NOT TO hang from or attach to the beams or rafters any articles or machinery which are heavy or likely to affect or endanger or damage the construction of the building or any part thereof.
- f) NOT TO fix or install air conditioners in the said Unit save and except at the places, which have been specified in the said Unit for such installation.
- g) NOT to allow goods, articles or materials of any description to be stored, stocked or displayed on any of the building common parts or otherwise other than in suitable bins and/or receptacles provided for such purpose.
- h) NOT TO DO or cause anything to be done in or around the said Flat/Unit which may cause or tend to cause or that amount to cause or affect any damage to any flooring or ceiling of the said Flat/Unit or adjacent to the said Flat/Unit or in any manner interfere with the use and rights and enjoyment thereof or any open passages or amenities available for common use.
- i) NOT to use the said Flat/Unit or any part or portion thereof for any political meeting nor for any dangerous, noxious or offensive trade or business.
- j) NOT to slaughter or permit to be slaughtered any animal and/or bird either on festive occasions or on any occasion whatsoever nor



shall display outside their flat/unit any slaughtered bird or animal nor shall exhibit or permit to be exhibited nor shall bring any slaughtered animal and/or bird openly through the corridor and/or entrance and nor do any act deed or thing which may hurt or injure the sentiments of any of the other owners and/or occupiers of the said residential complex.

- k) NOT to permit any sale by auction or public meeting or exhibition or display to be held upon the Flat/Unit nor to permit or suffered to be done into or upon the said Flat/Unit or any part thereof any act or thing which is illegal or immoral or which shall or may be or become a nuisance, damage, unreasonable annoyance or unreasonable inconvenience to the other owners and/or occupiers.
- l) NOT to keep in the said Flat/Unit any article or thing which is or might become dangerous, offensive, combustible, inflammable radioactive or explosive of which might increase the risk of fire or explosion or in any way injure by percolation, corrosion or otherwise cause damage to the said Flat/Unit and/or any other flat/unit in the said residential complex.
- m) NOT to discharge into any conducting media any oil or grease or any noxious or deleterious effluent or substance which may cause an obstruction or might be or become a source of danger or which might injure the conducting media or the drainage system of the residential complex.
- n) NOT TO create hindrance/obstruction in any manner whatsoever to occupiers of the said new building particularly regarding use of Common Parts and Portions.
- o) NOT TO damage or demolish or cause to be damaged or demolished the said unit or any part thereof or the fittings and fixtures affixed thereto.
- p) NOT TO close or permit the closing of verandahs or lounges or balconies or 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 Verandhs, lounges 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 /FMC differs from the colour scheme of the building or deviation or which in the opinion of the Sellers /FMC may affect the elevation in respect of the exterior walls of the said building.

- q) NOT TO install grills which are protruding the windows, such grills to be fitted only inside the windows and shall be of such as shall be approved by the Vendor and / or the Architect and the place where such grills are to be put up shall be as designated or identified by the Sellers / Architect / FMC.
- r) 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.
- s) NOT TO make in the said Unit any structural addition and/or alteration such as beams, columns, partition walls etc. or improvement of a permanent nature except with the prior approval in writing of the Sellers /FMC and/or any concerned authority.
- t) THE PURCHASER shall not fix or install any window antenna on the roof or terrace of the said building nor shall fix any antenna excepting that the Purchaser shall be entitled to avail of the central antenna facilities to be provided by the Sellers /FMC to the Purchaser and also the other owners of the units in the said Premises at their cost.
- u) NOT TO use the said unit or permit the same to be used for any purpose whatsoever other than residential purpose and shall not use for the purpose which may or is likely to cause nuisance or annoyance to occupiers of the other portions of the said building or to the Owners and occupiers of the neighboring premises or for any illegal or immoral purpose or as a Boarding 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 and similarly shall not keep in the parking place, if allotted, anything other than private motor cars or motor cycles and shall not raise or put any kutcha or pucca construction grilled wall/enclosures 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 allowed in the car parking space.

- v) NOT TO use the allocated car parking space or permit the same to be used for any other purpose whatsoever other than parking of its own car/cars.
- w) NOT TO park car on the pathway or open spaces of the building or at any other spaces except the space allotted to it and shall use the pathways as would be decided by the Sellers /FMC.
- x) TO ABIDE by such building rules and regulations as may be made applicable by the Sellers and upon appointment of the FMC by such FMC.
- y) NOT TO display or permit any person to display raw meat or sacrificing of animals on the common parts or portions of the said building or at the said premises.
- z) NOT TO do or permit to be done any act deed or thing whereby the sentiments of other occupants are in any way injured or hurt.
- aa) NOT TO use or permit to be used the service areas and the first floor car parking areas in any manner whatsoever other than those earmarked for car parking spaces without the consent of the Sellers and upon formation of the Holding Organization by such Holding organization.
- bb) In the event of nonpayment of such services and maintenance charges the Purchaser shall be liable to pay interest at the rate of 15% per annum to the Sellers and upon appointment of the FMC to such FMC and in the event of such default shall continue for a period of sixty days from the date it becomes due then and in that

even without prejudice to any other rights which the Sellers and or FMC may have the Sellers and / or the FMC shall be entitled to and the Purchaser hereby consents to the :

1. To discontinue the supply of electricity.
  2. To discontinue / disconnect the supply of water.
  3. To withhold the services of lifts to the Purchaser and the members of their families and visitors and the same shall not be restored until such time the Purchaser having made full payment of the amounts due with interest at the aforesaid rate.
  4. To discontinue the facility of DG power back-up.
- cc) In the event of non-payment of any of the amounts payable by the Purchaser to the Sellers/ FMC/ Holding Organization, the Sellers / FMC/ Holding Organization as the case may be in addition to above will also be entitled to interest on the amount remaining outstanding at the rate of 15% per annum.

**CAR PARKING:**

- a) It is hereby made expressly clear by and between the parties hereto that the Car Parking Area allotted to the Purchaser shall be used only for the purpose of parking of a passenger car and will not be used for any other purposes whatsoever or howsoever and in no event the Purchaser shall be entitled to use or cause to be used the car parking space allotted to him/ her for the purpose of storage, parking of any two wheeler or any equipment and/or any other vehicle excepting a passenger car or any equipment.
- b) Parking of Car will be permitted only if specifically allotted. No parking of Two-wheeler(s) will be permitted.
- c) THE said Parking Space/s shall be used only for the Purpose of Parking of car (s)/Two-wheeler(s).
- d) THE Purchaser shall not permit anybody to reside in the said Parking Space/s or use the same for any other purpose other than parking of cars/ Two-wheeler(s).

- e) THE Purchaser shall not park nor shall permit anybody to park the car(s) in the said Parking Space(s) in a manner, which may obstruct the movement of other car(s).
- f) In the event of the Purchaser washing car(s) or permitting anybody to wash car(s) in the said Parking Space(s) then and in that event it will be obligatory on the part of the Purchaser to clean up the entire space.
- g) THE Purchaser shall not be entitled to cover up and/or make any construction on the said Parking Space(s) and/or open spaces.
- h) NOT to store nor permit anybody to store any articles or things into or upon the said Parking Space(s).
- i) TO abide by all the rules and regulations as may be made applicable for the use of the Parking Space(s) from time to time by the FMC.
- j) MUST NOT let, or part with possession of the Car/Two-wheeler(s) Parking Space excepting as a whole with the said Flat to anyone else excepting to a person who owns a Flat in the building and the Purchaser will give an undertaking and sign a document of adherence that the Car Parking space will be held only for the parking of cars.

**15.3** The aforesaid negative covenants are independent of each other and are capable of being enforced independently.

## **18 NOMINATION**

**18.1** This Agreement is personal to the Purchaser and in no event the Purchaser shall be entitled to enter into any agreement for sale transfer and/or nominate any other person in its place and stead without the consent of the Sellers, in writing. The Sellers though not obligated may accord such permission for nomination subject to the Purchaser making payment of a sum to be calculated @ 2% of the total consideration amount/purchase price. (hereinafter referred to as the NOMINATION COSTS) and the said Nomination Costs will be

inclusive of the expenses which the Sellers may have to incur in causing the Nomination Agreement to be vetted by its Advocates and also the amounts which may have to be incurred by the Sellers on account of administrative expenses while granting such permission for nomination.

**18.2** The Purchaser hereby covenants that such nomination costs are fair and reasonable.

**18.3** Upon such nomination being affected the said Nominee and/or Transferee as the case may be shall be deemed to have been substituted in place and stead of the Purchaser.

## **19 COMPLIANCE OF LAWS, NOTOFICATIONS ETC BY PARTIES**

The parties are entering into this agreement for allotment of an Apartment with full knowledge of all rules, regulations, notifications etc applicable to the project. The Purchaser hereby undertakes that he/she/they/it shall comply with and carry out the compliance of all the laws and notifications from time to time and shall keep the Sellers indemnified in regard thereof.

## **20 ADDITIONAL CONSTRUCTION**

The Sellers undertakes that it has no right to make additions or put up additional structures anywhere in the project after the building plan, layout plan, sanctioned plan and specifications, amenities and facilities have been approved by the competent authorities and disclosed, except for as provided in the Act. The Purchaser acknowledges that taking into various factors and as and when required by the Architect for the time being of the said project it may be necessary to alter and/or modify the plan sanctioned by the authorities concerned and the Purchaser acknowledges and consents that the Sellers shall be entitled to modify and/or alter the Plan so long as the same does not adversely affect the Flat/Unit intended to be acquired by the Purchaser.

## **21 SELLERS SHALL NOT MORTGAGE OR CREATE CHARGE**

After the Sellers has executed this agreement the Sellers shall not be entitled to create a charge on the apartment/Premises and if any such mortgage or charge is created then notwithstanding anything contained in any other law for the time being, such mortgage or charge shall not affect the rights and interest of the Purchaser who has taken or agreed to take such Apartment.

## **22 BINDING EFFECT/REGISTRATION OF THIS AGREEMENT**

- 22.1** The original of this agreement is being handed over by the Sellers to the Purchaser. It shall be the obligation of the Purchaser to cause this agreement to be registered with the concerned authorities upon making payment of the stamp duty, registration charges and other incidental expenses and the Purchaser upon giving adequate notice to the Sellers the Sellers shall remain present for the purpose of admitting the execution of this agreement
- 22.2** It shall be the obligation of the Purchaser to make payment of the amount due and payable on account of the stamp duty, registration charges and other incidental amounts for registration of this agreement with the authorities concerned and upon payment of the same the Purchaser shall give adequate notice to the Sellers regarding fixing of the date and time for presentation of the document with the concerned registration authorities and the Sellers shall remain present to admit the execution of this agreement.
- 22.3** The Purchaser acknowledges that it is his/her obligation to cause this agreement to be presented for registration and as such the registration shall be effected before expiry of the period allowed for registration under the said Act.
- 22.4** If because of the nonpayment of the Stamp Duty and Registration charges within the time allowed for registration then in that event, the Purchaser shall be solely responsible for all consequences and shall keep the Sellers indemnified against all costs, charges, demands, claims, damages, suits, actions and litigations.

**22.5** It is hereby expressly agreed that the Purchaser has committed himself/herself to regularly and punctually make payment in terms of the Agreement and even if such agreement is not stamped and/or registered as herein provided, the obligation of the Purchaser to make payment of the installment in terms of what has been agreed upon, shall continue.

**22.6** In the event of cancellation of this agreement after the registration thereof by the Purchaser, the Purchaser shall not be entitled to claim refund and/or reimbursement of the amounts incurred on account of stamp duty, registration charges and other expenses incurred by the Purchaser and in as much as registration of this Agreement will be made in Book No.I a Deed of Cancellation shall be executed. In the event of cancellation the Purchaser agrees to cause such Deed of Cancellation to be registered and in the event of the Purchaser failing to execute such Deed of Cancellation the Sellers as the Constituted Attorney of the Purchaser shall be entitled to cause such Deed of Cancellation to be executed on behalf of the Purchaser.

### **23 ENTIRE AGREEMENT**

The parties agree that the Agreement, Schedules and annexures thereto, constitute the entire understanding between the parties concerning the subject matter hereof. The terms and conditions of this Agreement overrides, supersedes, cancels any prior oral or written all agreements, negotiations, commitments, writings, discussions, representations and warranties made by the Sellers in any documents, brochures, advertisements hoardings etc and/or through any other medium hereinbefore agreed upon between the Sellers and the Purchaser which may in any manner be inconsistent with what is stated herein. This agreement shall not be amended or modified except by a writing signed by both the parties.

### **24 RIGHT TO AMEND**



It is hereby agreed and declared by the Purchaser that all the terms and conditions as recorded herein are in conformity with the provisions of West Bengal Housing Industry Regulation Act, 2017 (hereinafter referred to as WBHIRA) and all the clauses, covenants, conditions and stipulations have been voluntarily agreed upon by the Purchaser and the Purchaser hereby confirms that none of the terms and conditions herein contained are in derogation to the terms and conditions of the Rules and Regulations of the said Act.

## **25 PROVISIONS OF THIS AGREEMENT APPLICABLE ON PURCHASER AND SUBSEQUENT PURCHASER/S**

It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the New Building/Flat/Unit shall equally be applicable to and enforceable against any subsequent Purchasers of the Flat/Unit, in case of transfer, as the said obligations go along with the Flat/Unit and the Properties Appurtenant thereto for all intents and purposes.

## **26 WAIVER NOT A LIMITATION TO ENFORCE**

**26.1** The Sellers may, as its sole option and discretion, without prejudice to its rights as set out in this Agreement, waive the breach by the Purchaser is not making payments as per the Payment Plan provided in FOURTH SCHEDULE including waiving the payment of interest for delayed payment. It is made clear and so agreed by the Purchaser that exercise of discretion by the Sellers in the case of one Purchaser shall not be construed to be a precedent and/or binding on the Sellers to exercise such discretion in the case of other Purchasers.

**22.2** Failure on the part of the parties to enforce at any time or for any period of time the provisions hereof shall not be construed to be a waiver of any provisions or of the right thereafter to enforce each and every provision.

**27 SEVERABILITY:**

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made thereunder or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to Act or the Rules and Regulations made thereunder or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

**28 METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREEVER REFERRED TO IN THE AGREEMENT:**

Whether in this Agreement it is stipulated that the Purchaser has to make any payment, in common with other Purchaser(s) in Project, the same shall be the proportion which the carpet area of the (Apartment/Plot) bears to the total carpet area of all the (Apartment/Plots) in the Project.

**29 FURTHER ASSURANCES:**

Both parties agree, that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

**30 PLACE OF EXECUTION:**

The execution of this Agreement shall be completed only upon its execution by the Sellers through its authorized signatory at the Registered Office of the Sellers and/or any other place which may be

mutually agreed between the Sellers and the Purchaser. This Agreement shall be deemed to have executed at Kolkata.

### **31 NOTICES**

That all notices to be served on the Purchaser and the Sellers as contemplated by this Agreement shall be deemed to have been duly served if sent to the Purchaser or Sellers by Registered Post at their respective address as specified above.

It shall be the duty of the Purchaser and the Sellers to inform each other of any change in address subsequent to the execution of this Agreement in the address as specified above by Registered Post failing which all communications and letters posted at the above address shall be deemed to have been received by the Sellers or Purchaser as the case may be.

### **32 JOINT PURCHASER'S**

That in the case there are joint purchasers all communications shall be sent by the Sellers to the Purchaser whose name appears first at the address given by him/her which shall for all intents and purposes to consider as properly served on all the Purchaser's.

### **33 SAVINGS**

Any application form, allotment letter, agreement or any other document signed by the Purchaser in respect of the Flat/Unit prior to the execution and registration of this agreement for sale for such flat/unit shall not be constructed to limit the rights and interest of the Purchaser under the agreement for sale or under the act or rules or the regulations made thereunder.

### **34 GOVERNING LAW:**

That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the Act

and the Rules and Regulations made thereunder including other applicable laws of India for the time being in force.

### **35 DISPUTE RESOLUTION/ARBITRATION**

**35.1** All disputes and differences between the parties hereto regarding the construction or interpretation of any of the terms and conditions herein contained or touching these presents or determination of any liability shall be referred to the sole arbitration of a person in whom both parties have full trust and confidence failing whereof each party shall be entitled to nominate and appoint one arbitrator and both the said two arbitrators shall be entitled to appoint the Third and/or Presiding Arbitrator and the same shall be deemed to be a reference within the meaning of the Arbitration and Conciliation Act 1996.

**35.2** The Arbitrator/s shall have summary power.

**35.3** The Arbitrator/s shall have power to give interim awards and/or directions.

**35.4** It will not be obligatory on the part of the Arbitrator/s to give any reasoned or speaking award.

**35.5** The parties hereto agree and covenant with each other that they have full trust and faith in the Arbitrator and agrees not to challenge and/or dispute the same in any manner whatsoever or howsoever.

### **36 JURISDICTION**

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  
(PROPERTY)**

ALL THAT the piece and parcel of land containing by estimation an area of 34 cottahs 02 chittacks and 10 sq.ft. (more or less) situate lying at and being Municipal Premises No. 104/D/2 Matheswartolla Road, Police Station Pragati Maidan, Sub Registry Office A.R.A.-1, Kolkata under Ward No.66 within the limits of Kolkata Municipal Corporation and butted and bounde4d in the manner following that is to say:

ON THE NORTH : By Matheswartalla Road  
 ON THE SOUTH : E.M. Bypass Road, Park Circus Connector  
 ON THE EAST : Premises No.104/D/1 Matheswartalla Road  
 ON THE WEST : Premises No. 104/D/3 Matheswartolla Road

**OR HOWSOEVER OTHERWISE said premises butted bounded, numbered, known and distinguished.**

**THE SECOND SCHEDULE ABOVE REFERRED TO**

**(UNIT AND THE PROPERTIES APPURTENANT THERETO)**

**ALL THAT the Apartment No. ----- on the ----- floor of the new building now in course of construction of the said Premises containing by estimation a chargeable area of -----sq.ft. equivalent to ----- sq.ft. (super built-up area) (be the same a little more or less) TOGETHER WITH ----- covered/open car parking space/s TOGETHER WITH the proportionate share in all common parts portions areas and facilities to comprise in the said New Building and/or Housing Complex (more fully and particularly mentioned and described in the THIRD SCHEDULE hereunder written) AND TOGETHER WITH the undivided proportionate share or interest in the land forming part of the said premises appurtenant 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. Entrance and exit gates of the premises.
3. Paths passages and open spaces in the building other than those to be intended to be reserved for parking of motor cars or marked by the Seller for use of any co-owner.
4. Entrance lobby in the ground floors of the building.
5. Driveways in the ground floor/ 1st floor of the said premises.
6. Staircase including landing on all the floors of the said building upto top floor.
7. Lifts and their accessories installations and spaces required therefore.
8. Standby diesel generator set of reputed make of sufficient capacity for lighting the lights at the common areas, for operation of lifts and pump and for supply of power in the said flat/unit to the extent allocated to the owners herein and/or in the other Flat/Units during power failure and generator room in the ground floor of the building complex.
9. Transformer electrical wiring meters and fittings and fixtures for lighting the staircase lobby and other common areas (excluding those as are installed for any particular Flat) and spaces required therefore.
10. Water pump and motor with installation and with water supply pipes to overhead water tank and with distribution pipes there from connecting to different flats/units.
11. Tube well water pump overhead tanks and underground water reservoirs water pipes and other common plumbing installations and spaces required thereto.

12. Water sewerage and drainage connection pipes from the Flats to drains and sewers to the municipal drain.
13. Common toilets in the ground floor of the premises.
14. Room for darwan/security guard, caretaker's office in the ground floor of the premises.
15. Requisite arrangement of intercom/EPABX with connections to each individual flat from the reception in the ground floor.
16. Windows/doors/grills and other fittings of the common area of the properties.
17. Boundary Walls.
18. Ultimate Roof and demarcated portion of the roof of the podium as well.
19. Fire Fighting system/control room.
20. Community Hall, Gym Room, Swimming Pool and Children's Play Area.

**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 or before execution of this Agreement (which amount the Seller doth admit and acknowledge to have been received and the balance amount of the said consideration amount shall be paid to the Seller in the manner hereinafter appearing:

1.	Booking Fee	Rs. 5 Lacs + GST
2.	On Allotment	10% Less Rs. 5 Lacs + GST
3.	On completion of foundation	10% of Total Consideration (+) GST
4.	On completion of 4 <sup>th</sup> floor roof casting of the building	10% of Total Consideration (+) GST
5.	On completion of 7 <sup>th</sup> floor roof casting of the building	10% of Total Consideration (+) GST
6.	On completion of 10 <sup>th</sup> floor roof casting of the building	10% of Total Consideration (+) GST
7.	On completion of 13 <sup>th</sup> floor roof casting of the building	10% of Total Consideration (+) GST
8.	On completion of 16 <sup>th</sup> floor roof casting of the building	10% of Total Consideration (+) GST
9.	On completion of 19 <sup>th</sup> floor roof casting of the building	10% of Total Consideration (+) GST
10.	On completion of brick work and plastering of the unit	10% of Total Consideration + GST
11	On possession	10% of Total Consideration + GST

All other additional deposits (mandatory) as stated above will be paid on or before taking over possession of the said flat/unit or as demanded by the Seller to the Purchaser.

#### **Part – II**

The Purchaser hereby also agrees to pay to the Seller for extra/additional works and /or facilities to be done and/or provided as per requirement of the Purchaser.



**THE FIFTH SCHEDULE ABOVE REFERRED TO  
SPECIFICATIONS) SOME EXAMPLES**

**Construction features of the Building Fixtures/Fittings and facilities to be provided**

**in the said Flat/Unit.**

1. The Building to be of R.C.C., frame construction with brick filler wall, rendered externally and internally with cement plaster with inside portion walls punned with Plaster of Paris. The exterior walls will be finished with good quality water proof cement paint.
2. **Flooring, etc :-**
  - i. Vitrified Tiles in Drawing/Dining and Bed Room.
  - ii. Anti-skid Ceramic Tiles in Bathroom
  - iii. Ceramic/Vitrified Tiles in Kitchen
  - iv. Ceramic Tiles dado upto a height of 7 Feet in Bathroom.
  - v. Ceramic Tiles dado upto a height of 2 Feet above counter in kitchen and Granite counter with stainless sink.
3. **Doors and Hardware :-**
  - a. Polished/Laminate Flush Door in Main Door.
  - b. Laminate Flush door in Bed Room, Bathroom and Kitchen.
  - c. Hardware fittings of good quality.
4. **Windows :-**

Colour Aluminum Window with clear glass and fittings.
5. **Sanitary & Plumbing :-**

The entire sanitary and plumbing work will be concealed after careful testing to ensure trouble-free performance. All fittings and fixtures will be of standard ISI mark.
6. **Electricity and Power :-**

Concealed copper wiring with modular switches, provision for AC, TV and Telephone points in all Bedrooms, Living Room and Dining Room and Geyser points in all toilets.

**THE SIXTH SCHEDULE ABOVE REFERRED TO  
(COMMON EXPENSES)**

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 Organization) 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 coloring 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 flowers 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 Flat) 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 Seller 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 flat/Flat.
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 flat of any individual lessee of any flat.
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 flats.
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 there under relating to the building excepting those which are the responsibility of the owner/occupier of any flat/flat.
18. Administering the management company staff and complying with all relevant statutes and regulations and orders there under and employing suitable persons or firm to deal with these matters.
19. 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.
20. In such time to be fixed annually as shall be estimated by the Holding Organization (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.

21. 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 Organization for of the owners of the Flats/Units and shall only be applied in accordance with unanimous or majority decision of the members of the Holding Organization 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  
**VENDORS/SELLERS** at Kolkata in the  
presence of :

**SIGNED AND DELIVERED** by the  
**PURCHASER** at Kolkata in the  
presence of :