

AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE is made on this day of August, 2019 (Two
Thousand and Nineteen) of Christian era at Kolkata

BETWEEN

AAR ESS HOMES PRIVATE LIMITED, a Company incorporated under the provisions of the Companies Act, 1956, having its registered office at 16, Rameshwar Malia 1st Bye Lane, 3rd Floor, Howrah – 711 101, Post Office – Howrah, Police Station – Howrah, having its Income Tax PAN – **AACCA2602B**, represented by its Constituted Attorney holder, **Mrs. Mamta Bidawatka**, wife of Raman Kumar Agarwal, Director of Ever Blink Hi-Rise Private Limited by nationality Indian, by faith Hindu, by occupation Business, residing at 190A, Maniktala Main Road, Kolkata – 700 054, Post Office - Kankurgachi, Police Station - Phoolbagan, having his Income Tax PAN - **AUNPB4702F**, hereinafter referred to as the **OWNER/VENDOR** (which expression shall unless excluded by or repugnant to the context be deemed to mean and include its directors, successors in office, executors, legal representatives and/or assigns) of the **FIRST PART**;

A N D

.....,son of....., residing at
.....
having Income Tax PAN –....., by Nationality Indian, by faith Hindu, by occupation Business, hereinafter referred to as the **PURCHASER/S**(which term or expression shall unless otherwise excluded by or repugnant to the subject or context be deemed to mean and include his/her/their respective legal representatives, heirs, executors, administrators, successors, nominees and assigns) of the **SECOND PART**;

A N D

M/S. EVER BLINK HI-RISE PVT. LTD., anexisting private limited company within the meaning of the Companies Act, 2013, having its office at 227, A.J.C. Bose Road, 5th Floor, P.O. A.J.C. Bose Road, P.S. Ballygunge, Kolkata – 700 020, having its Income Tax PAN – **AAECE0372L**, represented by its Director, **Mr. Nikunj Bidawatka**, son of Raman Kumar Agarwal, by nationality Indian, by faith Hindu, by occupation Business, residing at 190A, Maniktala Main Road, Kolkata – 700 054, Post Office - Kankurgachi, Police Station - Phoolbagan, having his Income Tax PAN - **AUNPB4702F**, hereinafter referred to as the **DEVELOPER/CONFIRMING PARTY** (which expression shall unless excluded by or repugnant to the context be deemed to mean and include its directors, successors in office, executors, legal representatives and/or assigns) of the **THIRD PART** ;

WHEREAS the Vendor is sole and absolute owner of All That total 65 (Sixty Five) Decimal bastu land together with four (G+5) storied buildings constructing thereon i.e. 11 Decimal land in R.S. Dag No. 388 & L.R. Dag No. 655; 1 Decimal in R.S. Dag No. 700 & L.R. Dag No. 659; 7 Decimal land in R.S. Dag No. 703 & L.R. Dag No. 658 and 46 Decimals land in R.S. Dag No. 704 & L.R. Dag No. 669 and the Vendor is also sole and absolute owner of All That 5 Decimals Doba, at R.S. Dag No. 709 & L.R. Dag No. 657, all under present L.R. Khatian No.1594 within Mouza Mirjapur, J.L. No. 26, P.S. Sankrail, District Howrah, more fully described in the schedule 'A' written hereunder.

AND WHEREAS the said properties originally belonged to Sri Ankit Bhartia, Sri Ramesh Bhartia and Smt. Rinku Bhartia, all of P-24, C.I.T. Road, Scheme - VII, Kolkata - 700 054. Out of which by a registered Deed of Sale, dated 14.02.1992 they jointly purchased said 46 Decimals or 1 Bigha 7 Cottahs 12 Chittaks 11 Sq. feet land, situated at R.S. Dag No. 704 & L.R. Dag No. 669, under R.S. Khatian No. 592, Mouza Mirjapur, J. L. No. 26, P.S. Sankrail, District Howrah from the then owners Sri Ajit Kumar Mallick & others. The said Deed of Sale was registered in the office of Additional District Sub-Registrar, Ranihat, vide Book No. 1, Volume No. 7, Pages 351 to 358, Being No. 502, for the year 1992.

AND WHEREAS said Ankit Bhartia & two others by another Deed of Sale, dated 14.10.1991 jointly purchased 11 Decimals or 6 Cottahs 5 Chittaks 40 sq. feet land in R.S. Dag No. 388 & L.R. Dg No. 655, under R.S. Khatian No. 312; 1 Decimal or 9 Chittaks 3 Sq. Feet land in R.S. Dag No. 700 & L.R. Dag No. 659, under R.S. Khatian No. 233 and 7 Decimals or 4 Cottahs 6 Chittaks land in R.S. Dag No. 703 & L.R. Dag No. 658, under R.S. Khatian No. 233 i.e. in total 19 Decimals or 11 Cottahs 43 sq. feet land, all of Mouza Mirzapur, J.L. No. 26, P.S. Sankrail, District Howrah, from the then owners of the said property namely Biswanath Mallick & others. Said Deed of Sale was registered in the office District Sub-Registrar, Howrah, Vide Book No. 1, Pages 133 to 143, being No. 5567, for the year 1991;

AND WHEREAS said Ankit Bhartia & two others by another Deed of Sale, dated 14.02.1992 purchased 5 Decimals Doba in R.S. Dag No. 709 & L.R. Dag No. 657, under R.S. Khatian No. 597, within Mouza Mirjapur, J.L. No. 26, P.S. Sankrail, District Howrah from the then owners of the said property namely Naresh Chandra Ghosh said Deed of Sale was registered in the office of Additional District Sub-Registrar Ranihat, vide Book No. 1, Volume No. 7, Pages 359 to 366, being No. 504, for the year 1992;

AND WHEREAS said Ankit Bhartia, Ramesh Bhartia and Smt. Rinku Bhartia being joint owner of the aforesaid property measuring in total 70 Decimals or 1 Bigha 19 Cottahs 1 Chittaks 9 Sq. feet in the manner aforesaid mutated their names in the

Record of Rights of Govt. of West Bengal in three separate Khatian Nos. 766, 767 & 768;

AND WHEREAS said AnkitBhartia, Ramesh Bhartia and Smt. RinkuBhartia while thus seized and possessed of the said properties as joint and exclusive owners thereof by a registered Deed of Sale, dated 13.04.2006 sold the said properties, measuring in total 70 Decimals, morefully described in the schedule hereunder to one VeenaPani Trade Link Pvt. Ltd., a company incorporated under the Companies Act, 1956, having its registered Office at 9, Dacres Lane, Kolkata – 700 069. Said Deed of Sale was registered in the office of District Sub-Registrar,Howrah, vide Book No.1, Volume No. 116, Pages 260 to 272, Being No. 4179, for the year 2006.

ANDWHEREAS said Veena Pani Trade Link Pvt. Ltd. also while thus seized and possessed of the said properties, more fully described in the schedule hereunder, thereby mutating its name in the Record of Rights of Govt. of West Bengal and also converting the same as bastu and constructing in a portion thereon by a registered Deed of Indenture, dated 18.07.2011 sold 65 (Sixty Five) Decimals land, i.e. 11 Decimals in R.S. Dag No. 388 & L.R. Dag No. 655; 1 Decimal in R.S. Dag No. 700 & L.R. Dag No. 659; 7 Decimals land in R.S. Dag No. 703 & L.R. Dag No. 658 and 46 Decimals land in R.S. Dag No. 704 & L.R. Dag No. 669, all under L.R. Khatian No. 766, 767 & 768 of Mouza Mirjapur, J.L. No. 26, P.S. Sankrail, District Howrah to the Vendor herein. Said Deed of Indenture was registered in the office of District Sub-Registrar, Howrah vide Book No. 1, C.D. Volume No. 15, Pages 1304 to 1325, being No. 05804, for the year 2011;

AND WHEREAS similarly said Veena Pani Trade Link Pvt. Ltd. by a registered Deed of Indenture, dated 18.07.2011 sold the said 5 Decimals Doba, situated at R.S. Dag No. 709 & L.R. Dag No. 657, under old Khatian Nos. 766, 767 & 768 and present Khatian No. 1324, within MouzaMirjapur, J.L. No. 26, P.S. Sankrail, District Howrah to the K.K.Infrapromoters Pvt. Ltd., having its registeredoffice at 387, G. T. Road (South), P.S. Shibpur, District Howrah. The said Deed of Indenture was registered in the office of District, Howrah vide Book No. 1, C.D. Volume No. 15, pages 1286 to 1303, being No. 05803, for the year 2011;

ANDWHEREAS after purchase the said properties, the said K.K. Infrapromoters Pvt. Ltd. mutated its name in the Record of Rights of Govt. of West Bengal and also constructed some additional C. I. shed structures on the said property thereby converting the said lands as bastu and also amalgamated said bastu lands as a single plot of land and obtained sanction of building from Howrah ZilaParishadvide Plan No. 545/EP dated 01/03/2012.

AND WHEREAS while being seized and possessed of the Said Property by a Deed of Sale dated 11th April, 2013 made between the said K. K. Infrapromoters Pvt. Ltd.

therein referred to as the vendor of the one part and AAR ESS Homes Pvt. Ltd., the Vendor herein, therein referred to as the purchaser of the other part and duly registered with the office of the District Sub-Registrar at Howrah in Book No. I, CD Volume No. 11, Pages 5033 to 5050, Being No. 03472 for the year 2013, the said K. K. Infrapromoters Pvt. Ltd. for the consideration mentioned therein, sold conveyed and transferred the Said Property unto and in favour of the AAR ESS Homes Pvt. Ltd., the Vendor herein, absolutely and forever free from all encumbrances whatsoever.

AND WHEREAS thereby the said AAR ESS HOMES PVT. LTD. being owner of the Said Property commenced the construction of G+5 storied four buildings, being 'Block-A', 'Block-B', 'Block-C' and 'Block-D' according to the said Sanctioned Building Plan containing several flats, garage etc. with an intention to sell the said flats/garage etc. to the different Purchasers.

AND WHEREAS some constructions had been made by the said AAR ESS HOMES PVT. LTD. but due to want of necessary funds for the purpose of completion of construction of the said proposed G+5 storied four buildings, being 'Block-A', 'Block-B', 'Block-C' and 'Block-D' on the Said Property, the said AAR ESS HOMES PVT. LTD. had to drop the idea of completion of constructing the same by themselves and as such they offered **M/S. EVER BLINK HI-RISE PVT. LTD.**, having its office at 227, A.J.C. Bose Road, 5th Floor, P.O. A.J.C. Bose Road, P.S. Ballygunge, Kolkata – 700 020, Developer/Builder of the Third Part herein to take up the aforesaid construction work or in other words to develop the Said Property as to which the Developer/Builder agreed.

AND WHEREAS said owner AAR ESS HOMES PVT. LTD. entered into an Agreement for Development of the Said Property on 17th September, 2018 with the said **M/S. EVER BLINK HI-RISE PVT. LTD.**, the Developer of the Third Part herein for construction of said proposed G+5 storied four buildings, being 'Block-A', 'Block-B', 'Block-C' and 'Block-D' at the Said Property as described in the SCHEDULE-"A" hereunder written in accordance with the said building plan duly sanctioned by the Howrah Zila Parishad vide Plan No. 545/EP dated 01-03-2012 and to sell the constructed portion thereof to the respective purchaser or purchasers. The consideration for grant of the said rights of development and the terms and conditions are fully mentioned in the said Agreement dated 17th September, 2018 which was registered in the office of the Additional Registrar of Assurances-I, Kolkata and recorded in Book No.I, Volume No.1901-2018, Pages No.316509 to 316557, Being No. 190107598 for the year 2018.

AND WHEREAS in terms of the said Development Agreement, the owner AAR ESS HOMES PVT. LTD. made over possession of the said property to the Developer to make the proposed construction at the costs and expenses of the Developer in

accordance with the said building plan duly sanctioned by the Howrah ZilaParishad vide Plan No. 545/EP dated 01-03-2012.

AND WHEREAS the said **M/S. EVER BLINK HI-RISE PVT. LTD.**, the Developer herein was also authorized by the owner AAR ESS HOMES PVT. LTD. by a General Power of Attorney dated 29th day of November, 2018 which was registered in the office of the A.R.A.-III, Kolkata and recorded in Book No. IV, Volume No.1903-2018, Pages No.206690 to 206718, Being No. 190307230 for the year 2018 and whereby the owner therein had appointed said **M/S. EVER BLINK HI-RISE PVT. LTD.**, as its constituted attorney to construct and complete the proposed buildings at the Developers costs and to sell, the Developers allocation including the undivided proportionate share and/or interest in the land more fully specifically in the said Agreement dated 17th September, 2018 or any portion thereof to any purchaser or purchasers on such terms and conditions as the Developer might think fit and proper.

AND WHEREAS the Purchasers hereto being desirous to purchase a Flat, being Flat No., measuring super built up area of about Sq.ft. more or less on floor of the 'Block -....' building of the said property, more fully described in the schedule 'B' written hereunder from the Developer's allocation, approached the Vendor and Developer and the Vendor & Developer also agreed to sell the said flat to the Purchaser at a valuable consideration Rs./- (Rupees) i.e. Rs...../- (Rupees.....) only per sq.ft. and the Purchaser has agreed to purchase the said flat, more fully described in the schedule 'B' hereunder, at the same price on the terms and conditions written hereunder.

NOW THIS DEED OF AGREEMENT WITNESSETH AS FOLLOWS

ARTICLE : I - DEFINITIONS.

In these present unless become contrary or repugnant to the subject or context:-

- 1.1 **'PREMISES'** shall mean and include **ALL THAT** piece and parcel of land measuring in total 70 Decimals, situated at R.S. Dag Nos. 388, 700, 703, 704 & 709 and L.R. Dag No. 655, L.R. Dag Nos. 659, 658, 669 & 657, all under present L.R. Khatian No.1594 within Mouza Mirjapur, J.L. No. 26, P.S. Sankrail, District Howrah, more fully described in the Schedule-"A" hereunder written.
- 1.2 **'BUILDINGS'** shall mean and include the four numbers of G+5 storied buildings now being constructed by the Vendor through the Developer/Confirming Party herein on the said property.
- 1.3 **'FLAT/UNIT'** shall mean and include the residential flat and garage etc. under construction at the said buildings together with undivided proportionate and

impartible share or interest in the said land morefully described in the Schedule 'B' hereunder written.

- 1.4 **'PARKING SPACE'** (IF OPTED)The purchaser shall have the right to park **1 (ONE)** car in OpenCar Parking Space in the ground floor in the Premisesmore fully described in the Schedule 'H' hereunder.
- 1.5 **'PLAN'**shall mean and include the building planNo. 545/EP dated 01/03/2012, vide Memo No 979/EPDated 28/03/2014 duly sanctioned and approved by the Howrah ZilaParisad and Sanction Renewed Dated 15/02/2019 with validity upto 27/03/2022 or as would be modified in future.
- 1.6 **'COMMON PORTIONS'**shall mean and include the entrances, corridors, lobbies, landings, stairs cases, lift, passages and other common parts as is required for the purpose of ingress and egress and other common spaces to be created in the said building meant for the common use of the occupiers and/or Owners of the flats, fully mentioned in the Schedule 'F' hereunder, for the better use and enjoyment of the said flats and other spaces of the said building but shall not include the roof, terrace and the open car parking spaces of the said building.
- 1.7 **'COMMON PURPOSE'** shall mean and include the purpose of maintaining the building and in particulars the essential service and the common portions thereof and shall also include of the common costs and expenses for the same and further include all matters relating to mutual rights and obligations of the Purchasers of several flats and/or shop rooms.
- 1.7 **'COMMON EXPENSES'** shall mean and include all expenses to be incurred for the maintenance, management and upkeep of the said premises and in particular the common areas and installations and rendering of the common expenses for the purpose, fully mentioned in the Schedule 'E' hereunder.
- 1.8 **'VENDOR/OWNER'**shall mean the owner of the said property viz. ARR ESS HOMES PVT. LTD., a Private Limited Company, registered under the Companies Act, 1956, having its registered office at 16, RameswarMalia 1st Bye Lane, P.S. & District Howrah, PIN – 711 101, including its successors-in-office, executors, administrators, legal representatives and assigns.
- 1.9 **'PURCHASER'** shall mean the Purchaser of the flat/flats and/or shop room/rooms and/or garage of the said building including his heirs, executors, administrators and assigns.

- 1.10** **'DEVELOPER'** shall mean the Developer of the said property viz, EVER BLINK HI RISE PVT. LTD., an existing Private Limited Company, registered under the Companies Act. 2013, having its registered office at 227, AJC Bose Road, P.S. Ballygunge , District Kolkata, PIN- 700 020, including its successors-in-office, executors, administrators, legal representatives and assigns.
- 1.11 **'HOLDING ORGANISATION'** shall mean and include any society/Associates of the occupiers/Owners of flats/Shop rooms/Car parking spaces of the said building.

ARTICLE: II - TITLE

- 2.1 The Purchaser has duly inspected all deeds, documents and papers relating to the said premises and hereby confirm to have duly satisfied himself with regard to the right, title and interest of the Vendor in respect of the said premises and/or the said land and/or with regards to the rights of the vendor to construct the said building, consisting of several units, flats and other spaces. The Purchaser having satisfied himself has agreed not to question and/or object and/or to make requisitions as to the rights, title and/or interest of the Vendor.

ARTICLE: III - CONSTRUCTION

- 3.1 That as per sanction building Plan, sanctioned by the Howrah Zila Parisad, vide No.545/EP dated 01/03/2012, vide Memo No 979/EP Dated 28/03/2014 duly sanctioned and approved by the Howrah Zila Parisad and Sanction Renewed Dated 15/02/2019 with validity upto 27/03/2022 or as would be modified in future., the Vendor is now constructing said four (G+5) buildings through the Developer/Confirming Party.
- 3.2 The Purchaser had duly approved and confirmed the aforesaid sanctioned plans as also specification, elevation, designs and layout for the construction of the said flat and also the said building.
- 3.3 The Developer shall, subject to the Purchaser duly making payment of the said agreement consideration money also other payment as per this agreement and further duly observing and performing the various terms and conditions and covenants herein contained and on the part of the Purchaser to be observed and performed, to complete the construction of the said flat and deliver possession thereof in favour of the Purchaser on or before 31st March, 2020 (with a grace period of six months) from the date of this agreement unless the Developer or Vendor is prevented by any restrain order issued by any competent Court or due to acts of god and/or acts beyond the control of the Developer or Vendor.

- 3.4 The said building including the said flat shall be constructed by the Developer in accordance with the said sanctioned plan with such modification and/or alteration as may be deemed fit and proper, by the Developer & Vendor and/or the architects and the Purchaser hereby agrees not to raise any objection in the event if the Developer or Vendor makes any alternations or modifications in the said sanctioned plan and/or the specifications, elevations designs and layout of the said building and/or the said flat.
- 3.5 The Vendor and Developer shall at all times be entitled to erect and/or construct one or more floors or other structures in or upon the roof of the said buildings with proper permission of the competent authority and the Purchaser shall not be entitled to raise any objection in the matter of said construction of one more floors or other structures over the roof of the building either on the ground of disturbance or nuisance or any other ground whatsoever.
- 3.6 The decision of the Architect with regards to the quality and specifications of the materials to be used in the completion of construction of the said building and/or the said flat shall be final and the Purchaser hereby agrees to the same.
- 3.7 The construction of the said building shall be as per the specifications mentioned in the Schedule 'D' hereunder written.

ARTICLE IV: TRANSFER

- 4.1 The Vendor and Developer hereby agrees to sell/transfer and/or assign and the Purchaser hereby agree to acquire/Purchase the said flat more fully described in the Schedule 'B' hereunder written at or for the consideration which is being calculated @ Rs. / (Rupees.....) only per square feet on super built-up area.
- 4.2 The transfer of the said flat will not create any right of the Purchaser over and in respect of the roof and parking spaces of the said building which would exclusively belong to the Vendor & Developer or their transfer and/or assignees.

ARTICLE: V – CONSIDERATION

- 5.1 The consideration for transfer in favour of the Purchaser by the Vendor & Developer in respect of the said flat, more fully described in the Schedule 'B' hereunder written, would be the sum of Rs. / (Rupees.....) only, together with service taxes or other taxes as would be assessed by the competent authorities and the purchaser has already paid to the Developer Rs..... /- (Rupees) by Cheque No., dated drawn on Bank towards advance/earnest money

and Rs...../- (Rupees.....) by Cheque No., dated drawn onBank towards part payment of Service Tax which the Developer hereto admit and acknowledge.

- 5.2 The Purchaser hereby agreed that the above mentioned consideration money in respect of the said flat shall be paid by the Purchaser in the manner as specified in the Schedule 'C' hereunder written and on or before March,2020 (with a grace period of six months)from the date of this agreement and the time in this respect shall always be treated as the essence of the contract.
- 5.3 The amount of the aforesaid agreed consideration on account of the said flat shall exclusively be payable to the Developer. It is made clear that the payment of the amount of the said consideration to the Developer by the Purchaser shall legally validly and effectively discharge the Purchaser from payment of the said amount to the Developer.

ARTICLE: VI – PURCHASER’S OBLIGAITONS

- 6.1 The Purchaser shall month by month pay to the Developer or Association proportionate share of the amount of the costs, taxes, charges and expense for and on account of the maintenance of the common parts and common conveniences, amenities and services at the said building including those mentioned in the 'E' Schedule hereunder written on and from delivery of possession of the said flat to the Purchaser.
- 6.2 The Purchaser hereby agreed and confirms that the Purchaser shall not be entitled to dispute the payment of the said monthly maintenance charges as will be fixed by the Developer or Vendor or Association on any whatsoever.
- 6.3 The Purchaser hereby agrees and confirms that the Developer/Vendor herein shall at all time hereafter manage supervise and look after the maintenance and administration of the common portions, services, amenities and facilities at the building till formation of an association of occupiers of the said building.
- 6.4 The monthly maintenance and service charges shall be paid to the Developer/Vendor and/or Association by the Purchaser both in advance within 7 days of every calendar month for the month for which such monthly maintenance and service charges shall become payable and the same without claiming any deduction or abatement on any account whatsoever.
- 6.5 Pending the obtaining of electricity connection by the Purchaser the Developer/Vendor may at its discretion temporarily allow the Purchaser to draw electricity from the existing electricity connection standing in name of the

Vendors subject to the Purchaser regularly and punctually paying the electricity charges on account of electricity as may be consumed at the said flat.

ARTICLE: VII – DEFAULT

- 7.1 It is agreed by the purchaser that in case of default on the part of the Purchaser to make payment of the said agreed consideration money in the manner and within the time as stated in the Schedule 'I' of payment schedule hereunder, the Developer without prejudice to its other rights shall be entitled to interest at the rate as per Rules, i.e., SBI prime lending rate plus 2% per year on all such outstanding dues payable by the Purchaser to the Developer in pursuance of this agreement or to cancel the agreement without prejudice and in that case the developer shall pay the totally paid consideration money after deducting booking amount from it. The Developer has to deliver the vacant possession of the flat in completed condition with the car parking space (if opted) to the Purchaser on the possession date of on or before 31st March, 2020 (the possession date may be extended by a further period of 6 months). If the Developer is unable to deliver the possession of the said flat along with the car parking space (if opted) after expiry of such extension of possession date (except Force Majeure clause), then in that event the Developer may be liable to pay compensation as per the prescribed Rules, i.e., SBI prime lending rate plus 2% on the amount due as per payment schedule or as mutually settled.
- 7.2 In case of default on the part of the Purchaser in making payment of the monthly maintenance and service charges and/or the rates, taxes and other out going to the Developer/Vendor/Association the Purchaser shall be liable to pay interest at the rate as per the Rules without prejudiced to the other rights of the Vendor/Developer/Association.
- 7.3 Notwithstanding anything to the contrary contained in this agreement, if the Purchaser neglects, omits or fails for any reason whatsoever to pay any of the amount as and when the same would become due and payable by the Purchaser as per the terms and conditions of the agreement (whether before or after delivery of possession) or if the purchaser shall in any other way fails to perform or observed any other way fails to perform or observed any of the covenants and/or stipulations herein contained and on part to be observed and performed the Developer shall be entitled to terminate this agreement whereupon the earnest money and/or part payments and all other amounts already paid will be refunded after deducting amount as per Rules from the said amount and in case of such termination. The Developer shall be at liberty to sell or transfer assign the said flat to any other person or party, for such

consideration and on such terms as the Developer may at its discretion think proper.

ARTICLE: IX – RIGHTS

- 8.1 The Purchaser agrees that until and unless all payments required to be made under these presents to the Developer, in the manner and within the time as agreed, the Developer shall not be liable to make over possession of the said flat to the Purchaser nor the Purchaser shall acquire any right, title or interest in the 'Said flat'.
- 8.2 All the Purchaser of different flats in the said building including the Purchaser above named shall be entitled to the common use and enjoy the common parts and also the common areas and facilities mentioned in the Schedule 'F' hereunder written.
- 8.3 The Purchaser shall not be entitled to transfer or assign or otherwise deal with or dispose of his/her right, title or interest under this Agreement in respect of the said flat, till the Purchaser has been delivered possession of the said Unit/flat in completed manner in all respect and all the dues of whatsoever nature owing to the Developer as per this Agreement are fully paid and the Purchaser had not been guilty of breach of noncompliance with any of the terms and conditions of this agreement.
- 8.4 The Purchaser shall not be entitled to any right in respect of the other parts of the said buildings save the right to use the common areas and facilities as may be necessary for the ingress and egress of men materials utility pipes cables and lines to be installed in the said flat and in particulars shall not have any right in the roof and/or parking spaces and/or shop rooms and other open spaces on all sides on the ground floor of said buildings.

ARTICLE: X – USER

- 9.1 The Purchaser shall at his own costs maintain the said unit/flat in good condition and shall be abide by all bye-laws, rules and regulation of Government, Municipal Corporation and/or other authorities and local Bodies including those as may framed by the Developer/Vendor/Association for the proper maintenance of the said building and the common areas and shall be responsible for all breaches and/or violations of any of the conditions or rules or bye laws.
- 9.2 The Purchaser shall at all times permit the Developer/Vendor/Association and its engineers, contractors, surveyors and agents during reasonable hours and upon prior notice, with or without workmen and others to enter into the said

flat or any part of the building for the purpose of making repairing, maintaining, rebuilding, cleaning, lighting and keeping in order and good conditions all sewers drains, cables, pipes gutters, wires, structure and other convenience belonging to or serving or used for the said maintaining repairing and testing drains, water pipes and electric wires and for similar other purpose and/or to view and examine the state and condition of the said flat or portions thereof.

9.3 The Purchaser shall not :-

- a) Use the said unit/flat in such manner or commit any act which may in any manner cause nuisance or annoyance to the Purchasers of the other flats/and/or occupiers and of the neighboring properties.
- b) Allow storage of any goods, articles or things in the staircase, lobbies or other common parts or areas of the said building or portion thereof.
- c) Block or permit the blocking of the staircase, lobbies, or other common parts or areas of the said building or portion thereof.
- d) Keep or store any inflammable dangerous or combustible goods articles and things in or upon the said Unit/flat, except kerosene and gas to be used for cooking and other domestic purpose.
- e) Decorate the outer wall of the said flat otherwise than in the manner the said flat will be delivered;
- f) Display or put up and neon sign or other signboard on the outer walls of the said space or any part of the said building, without prior written consent of the Developer and Vendors or Association.
- g) Throw or accumulate or permit the throwing or accumulating, of any dirt, rubbish or other refuse in the common parts or other portions of the said building.
- h) Claim partition or subdivision of the said demised land or the common parts of the said building.
- i) Claim any right over and in respect of the roof and/or the parking spaces at the building, it is made clear that the roof and parking spaces of the building and further open spaces and passages of all sides of the building shall always be at the exclusive disposal of the Vendors and Developer.
- j) Use the said Unit/flat or portion thereof as and for hotel, restaurant, or boarding, lodging or such similar trade or business.

- k) Make any additions or alterations in or upon the said flat without prior written permission of the Developer/Vendor or association.
- l) Dispute the liability to pay the monthly maintenance and service charges and/or rates and taxes on account of the said flat/unit.

ARTICLE: XI-MAINTENANCE

- 10.1 Till the formation of the Association the Developer/Vendor herein shall exclusively be entitled to look after, manage and administer all affairs of the said building and all the common parts areas and facilities mentioned in the Schedule 'F' hereunder written and all the matters arising therefrom.
- 10.2 The Developer & Vendor herein and the association after its formation shall exclusively be entitled to receive and realize the monthly maintenance and service charges from the Purchaser and occupiers of several flat/shop/car parking spaces of the building and further to incur, pay and disburse all the costs expenses, salaries, wages, remuneration, whatsoever, as may be necessary or required for the maintenance of the common parts, spaces, areas, amenities and facilities including those mentioned in the schedule 'E' hereunder written.
- 10.3 The Purchaser hereby agreed to pay the monthly maintenance and service charges within seven days from the date of receipt of such bill from the developer or the Association.
- 10.4 The Purchaser hereby further agrees not to claim any deduction or abatement in the amounts of the monthly maintenance and service charges as may be claimed and/or billed in respect of said flat on the ground of the maintenance of the building as also the common parts areas spaces amenities and facilities at the building being not good and the same being interior and/or on any other ground whatsoever.
- 10.5 That in case of delay and/or default on the purchaser to make payment of the monthly maintenance and service charges and/or the rates and taxes in the manner and within the time as aforesaid the Purchaser shall be liable to pay without prejudice to the other rights of the developer/association as aforesaid, interest on such outstanding dues calculated at the rate as per the Rules, per annum, till the date of payment and also to pay the charges as may be fixed by the Developer/Vendor/Association for the restoration of water and other essential services.

ARTICLE: XII- MISCELLANEOUS

- 11.1 Notwithstanding anything to the contrary herein contained the said building shall at all times be known as '**OXFORD**' and this name shall not under any circumstances be changed or altered or modified.

11.2 Any indulgence given or shown by the Developer/Vendor/Association in enforcing the terms of this agreement or a given of time shall not be constructed as a waiver on the part of the Developer/Vendor or Association of any breach of or non-compliance or any of the terms and conditions of this Agreement by the Purchaser nor shall the same in any manner prejudice the right of the Developer & Vendor.

ARTICLE: XIII - HOLDING ORGANISATION/ASSOCIATION

12.1 The Purchaser hereby agree and undertake to be a member of the association to be formed or incorporated by the Developer and further agrees from time to time and at all times execute and deliver necessary application and all other papers, declarations and documents as may be required for the formation and registration of such Association, as may be prepared or caused to be prepared by the Developer & Vendor.

12.2 The costs and expenses of any incidental to the formation of such association as case may be shall proportionate be borne by all the Purchasers including the Purchaser herein.

ARTICLE: XIV - TRANSFERRED

13.1 Subject to the Purchaser herein duly making payment of the aforesaid agreed consideration money as per this agreement and further duly observing and performing the various terms and conditions and covenants herein contained and on the part of the Purchaser to be observed and performed the Developer and Vendor herein shall complete the transfer in respect of the 'said flat' by executing and registering an appropriate deed of Conveyance/Sale in favour of the Purchaser herein.

ARTICLE: XV - DOCUMENTATION STAMP & COSTS

14.1 The Purchaser hereby agrees that the proposed Conveyance/Sale deed and all other deeds, documents and papers as may from time to time be required to be prepared and executed in pursuance of this agreement shall be prepared by the Advocate of Developer and the same shall be final.

14.2 The Purchaser shall bear and pay the stamp duty registration fees and all other costs, charges and expenses including the fees of the said Advocate of preparing, finalizing and engrossing the appropriate Deed of Sale/Conveyance and all other deeds and documents. All incidental expenses for registration including Advocate fee of Rs.20,000/- (Twenty Thousand) of the said flat as would be assessed by the registering authority.

(Any additional terms and conditions are not in derogation of or inconsistent with the terms and conditions set out in the WBHIRA Act and the Rules and Regulations made there under.)

THE SCHEDULE 'A' ABOVE REFERRED TO

ALL THAT piece and parcel of bastu land measuring about total 65 (Sixty Five) Decimal bastu land together with four (G+5) storied buildings constructing thereon i.e. 11 Decimal land in R.S. Dag No. 388 & L.R. Dag No. 655; 1 Decimal in R.S. Dag No. 700 & L.R. Dag No. 659; 7 Decimal land in R.S. Dag No. 703 & L.R. Dag No. 658 and 46 Decimals land in R.S. Dag No. 704 & L.R. Dag No. 669 and the Vendor is also sole and absolute owner of All That 5 Decimals Doba, at R.S. Dag No. 709 & L.R. Dag No. 657 together with buildings to be constructed thereon, situated at situated at L.R. Khaitan No.1594 within Mouza Mirjapur, J.L No. 26, P.S- Sankrail, Distract Howrah together with all easements attached thereto, butted and bounded as follows :-

On the North : Andul Road
On the South :Dag No. 668 & Passage
On the East : Dag Nos. 674,673,671 & Part of Dag No.669
On the West : Part of Dag Nos. 655,658 & 659

THE SCHEDULE 'B' ABOVE REFERRED TO

(Description of flat)

ALL THAT one residential flat being No....., containing super built up area of..... (.....) Sq.ft. more or less, situated atfloor of Block ' ' of the 'A' schedule property.

On the North :
On the South :
On the East :
On the West :

THE SCHEDULE 'C' ABOVE REFERRED TO

The remaining part of agreed consideration being the sum of Rs./- (Rupees)only, which will be calculated @ Rs./- (Rupees) per sq. feet for covered area as well as% super built-up area shall be paid to the Developer as per payment schedule mentioned in the Schedule 'G' written hereunder.

THE SCHEDULE 'D' ABOVE REFERRED TO

(Particulars of specification for construction)

Structure:- RCC framed.

Elevation :- A Unique blend of Ornamental & Modern Architecture.

Brick Work:-8" Outer wall and 5"/3" inner walls.

Window: -Aluminium siding with Glass Panel.

Door: - Commercial type Flash door.

Flooring: - Floor Tiles.

Kitchen: - In the Kitchen Granite top platform with stainless steel sink and glazed tiles dado up-to 2.5"-3" high above the platform.

Bathroom: -In the bathroom Anti skid tiles on floor and Glazed tiles up-to Door height.

Electrical :-Each Room - 2 Light point over switch Board, 1 fan point, 1 (5) Amp. Plug point.

Hall - 2 Light point over switch Board, 1 fan point, 1 (5) Amp. Plug point.

Kitchen -1 Light point over switch Board, 1 Exhaust fan point, 1 (5) Amp. Plug point.

Toilet -1 Light point, 1 (5) Amp. Plug point, 1(15) Amp. Plug point.

AC Point -In Master Bedroom.

Balcony -1 Light Point.

Calling Bell - 1 Point.

Cable Line - 1 Point (Living/Dining).

Lift - Reputed make in each block.

Internal Finish - Plaster of Paris Finish.

External Finish - Cement based colour finish.

Toilet - Indian/European type pan with PVC Cistern with necessary fittings, Hot & cold water point with showers with Arm and One No. Bibcock point with C.P. fittings.

Power Supply- W.B.S.E.B

Water Supply- 24 Hours.

THE SCHEDULE 'E' ABOVE REFERRED TO

- 1) **MAINTENANCE:** All expenses for maintenance white washing, painting, repairing, renovation and replacing the common area and installation including the other walls of the building.
- 2) **OPERATION:**All expense for running and operating all machinery equipment and installation comprised in the common areas and installations including the cost of repairing renovating and replacing the same.

- 3) **STAFF:**The salaries and all other expenses on the staffs to be employed for the common purpose including bonus and other benefits.
- 4) **TAXES:**Municipal and other rates and taxes and levies and all other outgoing (save those separately assessed or incurred in respect of any or portion flat thereof.
- 5) **RESERVES :**Creation of funds for replacement,renovation.

THE SCHEDULE 'F' ABOVE REFERRED TO
(Common areas and installation common to the co-owners)

1. Electrical wiring and fitting and fixtures for lighting the staircase, lobby and other common areas for operating the water pump with motor and lift.
2. Drains and sewers from the building to the corporation drain.
3. Deep tube well AND/OR Howrah Municipal Corporation water supply.
4. Lift, staircase and landings.
5. Water pump with motor, overhead water tank and distribution pipes from the overhead tank to the different units/flats.
6. Electrical installations and main switch.
7. Water and sewerage,evacuation pipes form the each unit to drains and sewers common to the building.
8. It is clarified that the roof and the parapet walls thereof shall not be common areas, but common installations may be kept/installed there at the sole discretion of the Developer/Association.
9. It is further clarified that the common areas shall not include any areas (whether open or covered) meant or reserved by the Developer for parking of Motor cars.

THE SCHEDULE 'G' ABOVE REFERRED TO
(Other Terms & Conditions)

Utility Charges:-

Security Deposit for maintenance:-Rs.18/- per sq. ft. for 12 months.

Documentation Charges:-Rs.5,000/- per flat.

Electric Meter charges &Deposits: As per meter capacity on actuals.

Advocate fees& incidental charges: Rs.20,000/-

Stamp Duty, Registration fees: According to law.

THE SCHEDULE 'H' ABOVE REFERRED TO
(Car Parking)

The right to park one car in Open Car Parking Space (IF OPTED) in the ground floor of the premises of Rs. _____/-(Rupees _____ only)

THE SCHEDULE 'I' ABOVE REFERRED TO
(Payment Schedule)

SCHEDULE	FLAT& CAR PARKING
At Booking	1,00,000
On Execution of Agreement (including. booking amount) 20%	20%
On completion of Piling 10%	10%
On completion of Foundation 10%	10%
On completion of 1st Floor Slab 10%	10%
On completion of 2nd Floor Slab 10%	10%
On completion of 4th Floor Slab 10%	10%
On completion of 5 th Floor Slab 10%	10%
On completion of Brick Work 10%	10%
On Completion of Flooring 5%	5%
On Possession 5%	5%

Other Important Terms & Conditions:-

- a) Goods & Service Tax & other taxes, levies shall be payable as per law for the time being in force.
- b) All the mentioned charges are subject to revision, keeping in view escalation in cost of such charges.
- c) Payment shall be made within 15 days of demand, failing which interest as per the Rules shall be chargeable.
- d) If payment is delayed beyond 30 days of due date, Application/Allotment/Agreement, shall stand cancelled and 5% reinstatement charges shall be charged of total consideration value.
- e) If purchaser wants to cancel after making regular payments, booking shall be cancelled after deducting 10% as cancellation charges of total consideration value.
- f) All payments shall be made in Cheque/DD favoring "**EVER BLINK HI-RISE PVT. LTD.**"

- g) Any specification / Details can be changed or altered to improve as per the suggestion of the Architect.
- h) The Developer Reserves the rights to change the layout, elevation and specification without any prior notice.
- i) Nomination or Assignment or Transfer Charges @ Rs. 100/- per sq. ft.

DRAFT AGREEMENT

IN WITNESS WHEREOF the Owner/Vendor/Developer and the Purchaser above named have put their respective hands and seals the day, month and year first above written.

(AAR ESS HOMES PRIVATE LIMITED)
[OWNER/VENDOR]

(.....)
[PURCHASER]

(EVER BLINK HI-RISE PVT. LTD.)
[DEVELOPER/CONFIRMING PARTY]

Witnesses:

Signature _____	Signature _____
Name _____	Name _____
Father's Name _____	Father's Name _____
Address _____	Address _____
_____	_____

Drafted by:

GOPAL MANDAL, Advocate
City Civil Court, Calcutta
Ground floor, Bar Association.

