

**AGREEMENT FOR SALE**

**THIS AGREEMENT** made this \_\_\_\_\_ day of \_\_\_\_\_ 2017 between and between (2017) A.D.

**BETWEEN**

1) M/S. NIRMAL PROPERTY PRIVATE LIMITED holding PAN: AABCH1890B, 2) M/S. NIRMAL COMPLEX PRIVATE LIMITED holding PAN: AACC00322G, 3) M/S. MAINE HOUSING PRIVATE LIMITED holding PAN: AABCH1890D, 4) M/S. CALVIN MARKETING PRIVATE LIMITED holding PAN: AABCC1890A, 5) M/S. NARVAL FINANCIAL & SERVICES PRIVATE LIMITED holding PAN: AABCH1890E, 6) M/S. RADHVI ENCLAVE PRIVATE LIMITED holding PAN: AABCH1890C, 7) M/S. MOHINI MULTIPLEX PRIVATE LIMITED holding PAN: AABCH1890F, 8) M/S. NORTON PROPERTY PRIVATE LIMITED holding PAN: AABCH1890H, all Private Limited Companies, incorporated under the provisions of the Companies Act, 1956, having their respective offices at IT/1, Laxminagar Terrace, Kothrud - 720 026, P. O. - Laxmi, Hyderabad jointly called and referred to as the "VENDORS" (which expression shall unless otherwise indicated by or equivalent to the subject or context shall be deemed to mean and include their successors or representatives in office and/or assigns etc.) of the **FIRST PART**,

NOVTECH PROPERTY VTL LTD



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**A.2**

**M/S. HORTTECH PROPERTY PRIVATE LIMITED**, a Private Limited Company, incorporated under the provisions of Companies Act, 1956, having PAN - **AAECN8818K** (having its Registered Office at 17, 1, Lower Ground Floor, Kolkata - 700 006, P. O. - LAA, Kolkata) called and referred to as the **"DEVELOPER"** (which expression shall unless otherwise indicated, or apparent to the subject or context shall be deemed to mean and include its successors or assigns) of one and the assigns of and the **SECOND PART**,

**A.2.B**

**MR. \_\_\_\_\_**, son of \_\_\_\_\_, aged about \_\_\_\_\_ years, by birth in \_\_\_\_\_ India, by law, Hindu, by Occupation \_\_\_\_\_ presently residing at \_\_\_\_\_ Post, Taluk - 700 011, Dist - P. O. \_\_\_\_\_, Kolkata) called and referred to as the **"PURCHASER"** (which expression unless otherwise indicated, or apparent to the subject or context shall be deemed to mean and include his/his/Her heirs, successors, assigns and/or assigns of and the **THIRD PART**,

**RECITALS**

**WHEREAS** the Vendor, herein, (hereby), are absolutely seized and possessed of an otherwise well and sufficiently described as to the land and parcel of land measuring more or less **39 (Thirty Nine) Batta** (more fully and particularly described in the **First Schedule** hereunder written and hereinafter for the sake or brevity referred to as the **said property** measuring more or less **39 (Thirty Nine) Batta**, free from all encumbrances, charges, liens, mortgages, attachments, debts, liabilities or incumbrances by virtue of a Deed of Conveyance duly registered at the office of S.A. 1, Kolkata being Deed No. 37553 for the year 2011, and the same is duly entered in Book no. 1, CD Volume No. 22, entries at page No. 4093 to 4125.

It is the terms of the said purchase is primarily under the occupation of the aforesaid Vendor. After being notified owner of the said landed property measuring **39 (Thirty Nine) Batta**, more or less, the said Vendor had notified their name to the office of Kolkata Municipal Corporation as recorded owner in respect of the said property and the same has been considered as being municipal premises No. 3160, Nayabad, Kolkata - 700 099 under the name of Kolkata Municipal Corporation under ward no. 104 under Assessment no. 21-100-08-8227-7.

It is understood of what is hereinafter appearing, the Parties have agreed to grant the exclusive right of development/development of the said total land area and in favour of the Developer (one of the co-owned herein and the Developer has agreed to undertake development of the said land and to incur all costs charges and expenses in connection therewith including the cost of preparation and execution of the plan ) hereinafter referred to as the **CONSTRUCTION COST** and to cause new building/s and/or a mixed Housing Complex to be constructed on the said land) hereinafter referred to as the **HOUSING COMPLEX**, and thereafter to sell and transfer the various flats, units, apartments, constructed spaces and car parking spaces forming part of the said Housing Complex to the intending purchasers.

It is the terms of the said Vendor, the Developer herein has agreed to develop the said property and to constructly exploit the same for the consideration and on the terms and conditions hereinafter appearing

and the same shall be implemented by the registered licensed Architect. This shall in turn operate for the benefit and it is hereby clearly understood that the duties of the Architect regarding the quality of materials shall be his responsibility on the parties herein.

**AND WHEREAS** by virtue of a Registered Joint Venture Agreement dated 20.12.2014 duly registered at the Office of L.R. No. 1, Kolkata, India, recorded as Book No. 1, CD Volume No. 129, written in Page No. 1825 to 1856 being Deed No. 1146 for the year 2014 AND a Registered Power of Attorney, made between the Vendor and Developer on certain terms and conditions where in they agreed with regard to construction of the Building at the said plot of land and for construction and to execute and implement the construction of the Building Complex at the said premises in a better and more expedient manner not to share the sale proceeds among themselves. The Vendor agreed to suit give up the Developer in respect of certain additional responsibilities more fully mentioned therein.

**AND WHEREAS** the said Developer has undertaken the construction of the building on the plot of land owned by the said Vendor, particulars of which are described as EBELSCHEVILLE hereunder written and hereunder called the main and approved a building plan duly sanctioned by Kolkata Municipal Corporation bearing Sanction No. B. S. 2014/30082 dated 10-12-2014.

**AND WHEREAS** the said Vendor and Developer have owned the said Building Project which has already been sanctioned for construction of a building at the said premises by the Kolkata Municipal Corporation.

**AND WHEREAS** for the sake of convenience of use and enjoyment of the said respective building to be built by developer, the Vendor and Developer have agreed to provide passages to be used in common by the Occupiers / Tenants of the respective flats of the respective buildings and also to provide certain easements for ingress or egress to from the respective building through the areas of common passages agreed to be provided by the said Vendor and Developer.

**AND WHEREAS** the said Vendor and Developer have shared building plan duly sanctioned by Kolkata Municipal Corporation and they have also decided to construct building on the aforesaid plot of land owned by them with the aforesaid and will transfer the same to the interested purchasers and to deal with the respective flats of the respective building without any claims, dues, charges by the others save that the respective flat holders of the respective building to be constructed by the Developer and also would be given the rights and benefits to use in common passage and other agreed to be provided by the Vendor and Developer for the convenience of enjoyment and use and benefits of the flat holders of the respective building.

**AND WHEREAS** the said Vendor and Developer have jointly agreed to suit give up rights available to the respective purchasers / tenants of the respective buildings to be constructed by the said Developer. The rights of access to and from the respective flats of the respective buildings to be respectively purchased by the respective purchasers (including the above named purchaser firm through) and along the pathways and passages provided to lay out on the ground floor of the said Complex, for better enjoyment, facilities and use and convenience of ingress and egress from the main public Municipal Road up to the places of the respective buildings in the said complex.

**AND WHEREAS** the Purchaser has considered the section plan of the said building and is desirous of acquiring an ownership title of the flat/unit as detailed and particularly mentioned and described as SECOND SCHEDULE hereunder written being sanctioned by the Developer on the land of the said. The aforesaid items along together with improvements (including attached items in the land below the said building together with the improvements attached) valuable items in common parts of the said building attributable to the area of the said flat carefully mentioned in the SIXTH SCHEDULE hereunder written under construction on the land of the said plot at the time and on the terms and conditions hereunder stated.

AND WHEREAS Seller entering into this agreement the purchaser has fully satisfied about:

- (i) The risk of the Windows in respect of the said Plot and also the Developer's right to reconstruct. The building on the said Plot of land as mentioned in the **FIRST SCHEDULE** and the purchaser agrees not to raise any objection or file to raise any objection thereto in any manner whatsoever.
- (ii) The proposed, contents and documents of the construction of the said building to be constructed by the Developer on the said plot of land as mentioned in the construction plan of the said building.
- (iii) The area of the said Plot larger the said approved plan.
- (iv) Specifications and drawing of construction of the said Plot including the common portion of the said building.
- (v) particulars of the common portion and parts in the said building to be constructed on the said Plot of land for the benefit and enjoyment in relation to the flat holders in the said building.
- (vi) The location, situation of ground level, common portions and passages provided by the Vendor & Developer in the said maps for enjoyment in relation to the flat holders of the respective building/units to be constructed by the said Vendor comprised in the said complex.

**NOW THIS AGREEMENT WITNESSED AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:**

#### **ARTICLE 1. DEFINITIONS**

In these provisions unless there is anything in the subject or context inconsistent with the following expressions shall have the meanings assigned herein:

- 1.1 **ARCHITECT** shall mean M/s. MUDRA, of P-343, Raja Bahari Raj Road, Kalyani - 700026 or any other firm of architects approved by the Vendor/Developer.
- 1.2 **BUILDING** shall mean all such building/ buildings and/or other structures to be constructed at the said premises in accordance with the plan already sanctioned by the authorities concerned with such mutation as may be provided.
- 1.3 **COMMON FACILITIES** shall include lift, corridors, hallways, stairways, landings, water reservoir, tube well, fireproof, passages, driveways, gardens, porches and grounds areas and other spaces and facilities that may be required for the establishment, location, enjoyment, provision, maintenance and/or management of the proposed building and/or common facilities in any one of them as the case may be.
- 1.4 **COMMON PURPOSE** shall mean and include the purpose of maintaining the proposed premises and the said proposed building and in particular the common parts and meeting of common expenses and matters relating to mutual rights and obligations of the owners of various Flat/Units/Apartment and common use and enjoyment thereof.
- 1.5 **CO-OWNERS** according to the context shall mean all the buyers/owners who from time to time have purchased or agreed to purchase and taken possession of any Unit including the Vendor and Developer for their units, spaces, rooms, parking areas etc. not situated or agreed to be situated by them.
- 1.6 **COMMON AREAS AND INSTALLATIONS** shall mean and include the areas of installations and facilities mentioned in the proposed Provisions as mentioned and specified in the **THIRD SCHEDULE** hereunder written and expressed or intended by the Vendor and Developer for common use and enjoyment of the Co-owners. But shall not include any area reserved on any floor of the New Proposed building attached to any flat/unit and also shall not include the parking spaces or in within the premises which the Vendor and Developer may use or intend to be used for parking of motor cars and other vehicles and also shall not include the E. Rooms or the

- 3.4. **PARKING SPACES** shall mean spaces in or portions of the ground floor of the new building and also spaces in the open compound or the ground level of the premises for parking of only one vehicle of small/midsize size.
- 3.5. **PREMISES** shall mean ALL THAT the Premises, namely, "ECHO SKY TERRACES" at 318D, Nayabed, Kollaba - 400 009, Lower Marine - Apartment within E.M.L.I. West No. - 100, P. S. Parbhaj, Ambarnas, Dist. - South 24 Parganas, West Bengal, specifically and particularly described in the **FIRST SCHEDULE** hereunder written.
- 3.10. **PLAN** shall mean the proposed plan bearing **Building Plan No. B. S. 2014/120282** dated 10-12-2014 only approved by the Kolkata Municipal Corporation, Dist. - South Parganas, West Bengal and shall include such modifications or alterations as shall be made by the Vendor and Developer from time to time with prior sanction and the authority concerned.
- 3.11. **HOUSE RULES/USER** shall mean the rules and regulations regarding the user/holders of the said Flat/Unit/Apartment as hereunder stated.
- 3.12. **SAVABLE SPACE** shall mean the space in the proposed building available for independent use and occupation after making due provision for common facilities and the space required therefor.
- 3.13. **THE SAID FLAT AND THE PROPERTIES APPURTENANT THERETO** shall mean all that the proposed Flat/Unit/Apartment No. \_\_\_\_\_ of the \_\_\_\_\_ FLOOR, at Block, \_\_\_\_\_ of the proposed building consisting by approximately \_\_\_\_\_ Sq. Ft. (Super Built-up Area) **TOGETHER WITH** the undivided proportionate share in the land comprised in the said Premises attributable thereto **AND TOGETHER WITH** the undivided proportionate share in common parts pavements and facilities and / or amenities more fully described in the **SECOND SCHEDULE** hereunder written.
- 3.14. **SPACE BUILT UP AREA** (according to the context) is related to the said flat or any other unit in the new proposed building shall mean and include -
- the covered (grid/raft) up area of each unit and include the thickness of the external and internal walls thereof and contains therefor **PROVIDED THAT** if any wall or column be common between two units, then one half of the area under such wall or column shall be included in the area of each such unit and if any open terrace is attached to any unit and transferred by the Vendor and Developer with such unit then the area of such open terrace
  - percentage share of the area of the common areas and facilities.
  - covered water tank
  - external wall (external)
  - area tank
  - all staircase steps
  - plumbing ducts
  - external wall
- 3.15. **"PROPORTIONATE" OR "PROPORTIONATELY" OR "PROPORTIONATE SHARE"** according to the context shall mean the proportion in which the super built up area of any unit may bear to the super built up area of all units in the new proposed building **PROVIDED THAT** where it refers to the share of the purchaser or any co-owner in any dues and/or Sales Tax, VAT, Service Tax and any other Tax amongst the common expenses then such share of the whole shall be determined on the basis, such rates and/ or taxes are being respectively levied.
- 3.16. **SAID UNIT** shall mean the Unit being a Flat, or a portion of the New Proposed building more fully and particularly mentioned and described in the **SECOND SCHEDULE** hereunder written **TOGETHER WITH** the open terrace, if any, attached thereto and if so specifically mentioned in the **SECOND SCHEDULE** hereunder written **AND TOGETHER WITH** proportionate, undivided, indivisible, separable and variable share in the Common Areas and facilities and whenever the context so imports or permits shall include the right of parking, water tank, if provided, or the parking space on the ground floor of the said premises as mentioned and described in the herein stated **SECOND SCHEDULE** and whenever the context so imports or permits shall also include the said share in the said premises.
- TRANSFER** with its grammatical variations shall include a transfer by possession and by any other means adopted by referring what is understood as a transfer of space in a multi storied proposed building to purchaser

The said Holding Organization/Association shall be bound to the Vendor and Developer upon sale and transfer of all the flats in all the proposed buildings and on payment of all amounts due and payable by the flat purchaser in the respective proposed buildings - pro-rata towards the price of the said flat and also other amounts not payable in terms of this Agreement and also upon all flat purchasers in the proposed building taking later possession of the respective flats and/or shall be deemed to have taken possession of the said flats and the said Holding Organization/Association shall take over management and maintenance and administration and repairs of the common portions of the respective proposed buildings and also of the common portions of the proposed BUILDING AND the Holding Organization/Association shall remain in control, management, maintenance and administrative thereof. The purchaser shall pay proportionately to the said Association the proportionate share of the costs and expenses for the management, maintenance and administration, repairing and re-putting of the common portion and other expenses necessary in respect of the said proposed building.

**ARTICLE II - INTERPRETATIONS**

- 1.1 In this Agreement) save to the extent that the context otherwise so requires:-
- 1.2 Any reference to any act or Parliament or State Legislation whether general or specific shall include any modifications, amendments or amendments of it for the time being in force and all enactments, orders, plans, regulations, bye-laws, notifications or directions as may from time to time be enacted, varied, altered, modified, supplemented or revised.
- 1.3 Reference to any agreement, contract, deed or documents shall be construed as a reference to it as it may from time to time be amended, varied, altered, modified, supplemented or revised.
- 1.4 Any reference 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 prevent, hinder or allow the same to be done.
- 1.5 Words denoting masculine gender shall include feminine and neuter genders as well.
- 1.6 Reference to a statute or provision includes a reference to any modification, amendments or re-enactment thereof for the time being in force and all statutory enactments or orders made pursuant thereto.
- 1.7 Any reference to this agreement or any of the provisions thereof includes all amendments and modifications made to this Agreement from time to time in force.
- 1.8 The headings in this agreement are inserted for convenience of reference and shall be ignored in the interpretation and construction of this agreement.
- 1.9 The Schedules shall have effect and be construed as an integral part of this agreement.

**ARTICLE III - COMMENCEMENT**

3.1 This Agreement) has commenced and / or shall be deemed to have commenced on and with effect from the date of execution of this Agreement).

**ARTICLE IV - WARRANTIES AND CONFIRMATION BY THE PURCHASER**

- 4.1 It is before execution of this Agreement, the Purchaser confirms that he / she/it/they
- 4.2 has/have verified as to the title of the Deeds.
- 4.3 has/have inspected the plan sanctioned by Hukala Municipal Corporation and consents that the Vendor and Developer shall be entitled to have the said plan altered and / or modified which may be recommended by the Architect and / or any statutory body of authority.
- 4.4 has/have inspected the site
- 4.5 is/are fully satisfied as to the site plan (all) up area forming part of the said Flat/Unit/Apartment.
- 4.6 is/are fully satisfied in respect of the materials and / or specifications to be used in construction erection and completion of the said new building and / or Flat / Unit/ Apartment).

**ARTICLE V - SALE AND TRANSFER**

5.1 The purchaser of the various apartments to be sold by the Purchaser and subject to Purchaser's performance and

shown above in the contract plans and sections more fully and particularly described in the TITLE PLAN and SECTION heretofore written. Hereinafter collectively referred to as the said **FLAT AND THE PROPERTIES APPURTANT THERETO**

**ARTICLE VI - CONSIDERATION / PAYMENT**

6.1 In consideration of the interest the Purchaser has agreed to make payment of a sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) hereinafter called the **CONSIDERATION AMOUNT** (which amount includes the cost of construction of the said Flat/Unit/Apartment, wherever built and finished)

6.2 The amount of the consideration aforesaid will be paid to the Vendor and Developer and all amounts paid to them shall be a complete discharge of the obligation of the Purchaser to make payment under this agreement and / or in respect of the said Flat/Unit/Apartment.

6.3 In addition to the aforesaid consideration the Purchaser has also agreed to pay to the Developer within periods stated here and particularly mentioned and described in the INSTALLMENT SCHEDULE heretofore written and / or interest of such amounts shall be made at or before taking over possession of the said Flat/Unit/Apartment and in addition the Purchaser agreeing to make payment of the charges in respect of changes in providing any additional work in or relating to the said Flat / Unit / Apartment at the request of the Purchaser and for providing any additional facilities or utility for the said Flat / Unit / Apartment, **IT BEING EXPRESSLY ADVISED THAT** in the event of requiring Developer to carry out any additional work which is not in the said Flat/Unit/Apartment provided to be acquired by the Purchaser the same will be done upon payment of the amount required to be incurred for carrying out such additional work to the said Vendor.

6.4 All interest, tax, dues and other taxes charges imposed by the government or any other authority relating to the said Property and / or the said Flat / Unit / Apartment shall be paid and borne by the Purchaser proportionate to his/her interest therein and those relating only to the said Flat/Unit/Apartment shall be borne solely and exclusively by the Purchaser.

6.5 Provisions about of any additional facility or amenity provided for in the said New Building for the benefit of all the Flat / Unit / Apartment holders.

6.6 Time is of the essence being the essence of the contract. In the event of any default on the part of the Purchaser in making payment of any of the amounts agreed to be paid in terms of this Agreement, Vendor/Developer shall be entitled to claim interest at the rate of 18% per annum on the amount remaining outstanding subject to what is provided hereinafter.

6.7 In the event of any default on the part of the Purchaser in making payment of any of the amounts in terms of this Agreement and if such default shall continue for a period of thirty days from the date becoming due, the Vendor shall be entitled to and are hereby authorized to determine and / or rescind this Agreement and before a work completion, to 10% of the consideration amount so used by way of conventional liquidated damages and the Purchaser hereby consents to the same and release the balance upon the Vendor and Developer entering into an agreement for sale with another person in respect of the said Flat/Unit/Apartment. Upon such termination, Vendor/Developer shall refund entire balance amount after deducting a sum equivalent to 10% of the consideration amount to the Purchaser the amount advanced to it and the Purchaser shall cease to have any right to claim under this Agreement and/or in respect of the said Flat/Unit/Apartment and the Vendor and Developer shall be entitled to enter into agreements for sale and purchase with any other person or persons without any claim on the part of the Purchaser and the Purchaser hereby consents to the same.

6.8 The Purchaser agrees and consents not to claim any right or possession over and in respect of the said Flat/Unit/Apartment, all work and the Purchaser has made and / or disposed of the amounts herein agreed to be paid or deposited by the Purchaser.

6.9 It is hereby agreed and declared that the Purchaser has agreed and intended to make payment of the amounts herein at terms at these provisions and it shall not be obligatory or necessary on the part of the Vendor and Developer to serve any notice or demand on the Purchaser. And the Purchaser consents not to take any plea that the Vendor and Developer have not given any notice or made written demand.

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**ARTICLE VII - CONSTRUCTION AND COMPLETION**

- 7.1 The Vendor shall construct, erect and complete the said building and / or the said Flat / Unit / Apartment with such materials and / or specifications more fully and particularly mentioned and described in the **FOURTH SCHEDULE** (hereinafter written) as or shall be recommended by the Architect and the Purchaser has agreed not to have any objection whatsoever or howsoever. The Vendor and Developer reserves their right to alter the work provided in or respect of any Apartment, Block or Part of the Residential Complex or the work so recommended will law or otherwise required to do so.
- 7.2 The said Flat / Unit / Apartment shall be constructed in accordance with the said Plan / Map sanctioned by the authorities concerned with such modifications or alterations as may be desired by and agreed by the Developer or the Architect) as or may be required by the authorities concerned and the Purchaser hereby consents to the same and hereby further agrees not to have or raise any objection upon the Vendor / Developer and / or the Architects making such alterations or additions (including addition of further floor space. The present Building Plan may have to be altered and/or modified from time to time in the event of any orders or developments or alterations (and or addition) of further floors in the various blocks and the Purchaser will be deemed to have consented to the same.
- 7.3 The Vendor and Developer shall be entitled to acquire any unoccupied or adjacent lands to the present project, in which every such acquired land will be amalgamated / joined / added with the existing land contained in the project at the discretion of the Vendor and Developer and thereafter, the Developer shall be entitled to construct other building or buildings on such acquired land and the owners of the Apartment of such new buildings will also be entitled to the benefits of all the internal roads, driveways, passages, green areas, facilities, utilities and Common Facilities of the Project and the Purchaser of the existing project shall be deemed to have consented to the same.
- 7.4 The Purchaser shall not do any act which or thing which obstructs or hinders the construction or development of the said project or in any way interferes or interferes with any shall in any way contravene breach of any of the terms and conditions herein contained.
- 7.5 Unless otherwise expressly provided to the contrary of the Vendor and Developer, the said Building would be completed by **31.12.2018** (hereinafter referred to as the **COMPLETION DATE**) with a grace period of 8 (eight) months. It has been expressly agreed by and between the parties herein that unless provided by a court of law beyond the control of the Vendor and Developer more fully described in **ARTICLE - XIII** the said New Building is likely to be completed on or before **31.12.2018** (hereinafter referred to as the **COMPLETION DATE**) with a grace period of 8 (eight) months. The said New Building shall be deemed to have been completed if so certified by the Architect. In the event of non-completion of the said New Building within the said completion date, the Purchaser shall be entitled to and the Vendor and Developer shall be liable to pay compensation at the rate of Rs. 1000 per month on the super built up area of the said Unit and such that the said Unit is completed, as per the Architect. This compensation is subject however to the Purchaser paying, performing, and observing all the terms and conditions on its part to be performed and observed in terms of this Agreement).
- 7.6 From the date of possession of the said Flat / Unit / Apartment the Purchaser/s agree and covenant to pay to the Developer such amounts due and payable on account of the contribution as mentioned in **FOURTH SCHEDULE** herein and the proportionate share of all payments made for extra common facilities to be provided to all occupants of the said Building. **IT BEING EXPRESSLY AGREED** that if in event of any addition and / or alteration being made which results in causing change and / or deviation of the sanctioned size of such change and expenses for registering the same will be paid borne and discharged by the Vendor and Developer and in addition to the above the Purchaser will be liable on instructions issued to such extent of such amounts which may be required to be incurred for causing such addition and / or alteration.
- 7.7 A deposit amounting five of percent with the Vendor and Developer for the purpose and subject to the conditions mentioned, shall be made after the said Flat / Unit / Apartment is ready and made to be habitable (and in this regard the



in the Vendor and Developer and they will not be liable to deliver possession of the said Flat/Unit/Apartment until such time the Purchaser has made full payment of the amounts agreed to be paid by the Purchaser's in terms of this Agreement.

- 7.6 From the date of Possession the Purchaser shall be liable to and agree to pay and contribute the proportionate share of such interest, taxes and other taxes, and service charges and all other statutory charges payable presently or which may be imposed or levied in future in respect of the said Flat/Unit/Apartment and proportionately for the whole building and premises regularly and periodically whether actual physical possession of the said Flat/Unit/Apartment is taken or not by the Purchaser.
- 7.7 In no event the Purchaser shall be entitled to have any claim against the Vendor and Developer, if the said New Building and the said Flat/Unit/Apartment are not completed within the completion date, if any of them is prevented from the commencement beyond the control of them and the completion of the Apartment in this regard shall be final and conclusive and binding on the parties.

#### ARTICLE VIII - HOME RULE/ORDER AND OTHER OBLIGATION

- 8.1 Upon full payment of all the amounts the Purchaser shall be put in possession of the said Flat/Unit/Apartment.
- 8.2 Subject to date of possession of the said Flat/Unit/Apartment, the Purchaser agree and consent:-
- (a) To co-operate with the other co-purchasers and the Vendor and Developer in the management and maintenance of the said New Building;
  - (b) To assume the duties framed here in terms by the Vendor and Developer and upon the formation of the Holding Organisation in each Holding Organisation;
  - (c) To use the said Flat / Unit/Apartment for residential and / or other lawful purposes and not for any illegal and / or restricted purposes;
  - (d) To allow the Vendor and Developer with or without assistance to enter into the said / Flat / Unit/Apartment for the purpose of maintenance and repairs but only with 48 hours prior notice in writing to the Purchaser;
  - (e) To pay and bear the interest expenses and other charges and expenses since the date of possession and also the rates and taxes for the said Flat/Unit/Apartment and proportionately for the new building and / or common parts/areas and wholly for the said Flat/Unit/Apartment and /or to make deposits on account thereof in the manner mentioned hereunder to the Vendor and Developer and upon the formation of the Holding Organisation in each Holding Organisation. Such amount shall be deemed to be due and payable on and from the date of possession whether physical possession of the said Flat/Unit/Apartment has been taken or not by the Purchaser. The said amounts shall be paid by the Purchaser without raising any objection thereon regularly and periodically within 15 days in the parties of the Vendor and Developer and upon formation of the Holding Organisation in each Holding Organisation.
  - (f) To deposit the amounts reasonably required with the Vendor and Developer and upon the formation of the Holding Organisation with such Holding Organisation towards the liability for rates and taxes and other charges;
  - (g) To pay charges for electricity in relation to the said Flat/Unit/Apartment wholly and proportionately relating to the common parts;
  - (h) Not to subdivide the said Flat/Unit/Apartment and / or the parking space if allotted or any part thereof;
  - (i) Not to do anything or prevent the Vendor and Developer from making further or additional legal constructions within 8 A.M. to 6 P.M. within any working day notwithstanding any temporary obstruction to the Purchaser's enjoyment of the said Flat / Unit / Apartment;
  - (j) To maintain or repair or responsible for the structural stability of the said Flat/Unit/Apartment and not to do anything which can affect the structural stability of the building;
  - (k) Not to do anything anything to be done in or around the said Flat/Unit/Apartment which may cause or

- xxv) Not to clean or permit the cleaning of crystalline or laminar or fibrous and fibrous parts and also not to allow or permit any element in the structure and outside fabric scheme of the exposed walls of the residential blocks or any external walls or the frames of external doors and windows including parts of the said Flat/Unit/Apartment which in the opinion of the Vendor and Developer differs from the design scheme of the building or deviation or which in the opinion of them may affect the appearance in respect of the exterior walls of the said building.
- xxvi) Not to demolish or alter the design of which they have been suggested and approved by the Architect.
- xxvii) 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 Flat/Unit/Apartment or any part of the said building or cause increased premium to be payable in respect thereof if the building is insured.
- xxviii) Not to make at the said Flat/Unit/Apartment any structural addition and/or alterations such as to erect concrete partition walls and/or improvements of a permanent nature except with the prior approval in writing of the Vendor and Developer and with the sanction of the authorities concerned as and when required.
- xxix) Not to use the said Flat/Unit/Apartment or permit the same to be used for any purpose except for residential and lawful purposes and shall not use for the purpose which may or is likely to cause nuisance or annoyance to co-purchasers/occupants of the other portions of the said building or buildings or to the owners and occupiers of the neighbouring premises or for any illegal or immoral purpose whatsoever.
- xxx) Regularly and not long in the parking place anything other than private motor car or motor cycle and shall not use or put up any kitchen or panca, construction, grided wall or enclosure thereof or part thereof and shall keep it always open as before. Dangling or sleeping of any person or blocking by hanging any article shall not be permitted.
- xxxi) Not to use or permit to be used the allowed car parking space for any other purpose whatsoever other than parking of the car or cycle.
- xxxii) Not to park any car, vehicle on the pathway or open space of the building or at any other place except the space allotted to Purchase and shall use the pathway as would be decided by the Vendor.
- xxxiii) To comply with such building rules and regulations as may be made applicable by the Vendor before the formation of the Building Organisation and after the Building Organisation is incorporated to comply with and / or adhere to the building rules and regulations of such building organisation.
- xxxiv) Not to violate the full and unrestricted enjoyment of the occupants to any other owner/ occupier of the apartment and/or Car Parking Space.
- xxxv) The Vendor and Developer however reserves the right 'in the Roof' by the extent of installation and / or erection of boardings, street signs and other signage's on the said Roof and on such parts or portions thereof wherever they deem fit and / or appropriate and all amounts which may become payable and / or receivable shall absolutely belong to the Vendor and Developer and the Purchaser hereby acknowledges that the Purchaser has no right in respect thereof EXCEPTING THAT of the remaining areas whereon the Water towers, open space and Lift Well, Lift Machine Rooms and other installations are situated, the same shall be deemed to remain for common purposes.
- xxxvi) It is herewith and expressly agreed and understood that notwithstanding anything herein contained all other rights, claims and/or interests attached to and of and in the said property and related to the said property including its further or future development by use of additional FSI as also of the open terrace above the top floor of the said building as also all the direct and indirect benefits attached to the said property shall always remain the personal and exclusive property of the Vendor and Developer and they are and shall always be entitled to and at liberty to exclusively either the said rights as also to the exclusive use of the said open terrace for themselves or to transfer, sell and dispose of the rights to the said terrace or portion or portions thereof to any other person. The purchaser shall not be entitled to raise any objection or such exclusive use or transfer by the Vendor and Developer of the open terrace. The only obligation of the Vendor and Developer shall be to provide to or above the open

- (1) Children shall not play in the public halls, stairways or elevators and shall not be permitted in the common areas of the Building.
- (2) No Purchaser shall make or permit any disturbing noises in the Building or do or permit anything to be done therein which will interfere with the rights, comfort or convenience of other occupants. No Occupier shall play upon or within or be placed upon musical instruments or permit to be played a stringed or wind or tubular instrument (not speaker in the apartment) if the same shall disturb or annoy other occupants of the Building. No Purchaser/Occupier shall give vocal or instrumental instruction at any time or order to refuse musical instruction from a Flat/Unit/Apartment.
- (3) Each Owner shall keep each Flat/Unit/Apartment in a good state of preservation and cleanliness and shall not do or permit to be done there from or from the doors, windows, terraces, balconies, fireplaces and/or other enclosures.
- (4) No article shall be allowed to be placed in the halls or on the common landings or the stairs nor shall anything be hung or placed from the flat, windows, terraces or balconies or placed upon the window sills of the Building. No screens or partitions shall be placed or affixed in any street without the prior approval of the Vendor and Developer.
- (5) No shades, awnings, window guards, ventilators or air conditioning devices shall be used in or about the Building except such as shall have been approved by the Vendor and Developer.
- (6) Radios and signs, notices or advertisements shall be avoided or not at a window or other part of the building except such as shall have been approved by the Vendor and Developer nor shall anything be projected out of any window of the Building without similar approval.
- (7) Water closets and other waste apparatus in the Building shall neither be used for any purpose other than those for which they were constructed nor shall any sweepings, rubbish, rags or any other article be thrown into the sewer. Any damage resulting from misuse of water closets or apparatus shall be paid for by the Flat/Unit/Apartment owner in whose apartment it shall have been used.
- (8) No food or animal shall be kept or harboured in the common areas of the Building.
- (9) No cables or television aerial shall be attached to or hung from the exterior of the building.
- (10) Garbage and refuse from the apartments shall be deposited in such place only in the Building and at such time and in such manner as the superintendent of the Building may direct.
- (11) No vehicle belonging to a Purchaser or to a member of the family of guest, sub-tenant or employee of a tenant shall be parked in the open space or in such manner as to impede or prevent ready access to the entrance of the Building by another vehicle.
- (12) These house rules may be added to, amended or repealed at any time by the Vendor and Developer and their successors, or the Society / Association.

6.3 In and inasmuch as each Flat/Unit/Apartment the Vendor and Developer shall manage and maintain the said building and the common parts thereof.

6.4 The Purchaser hereby agrees that:

- (a) The Building shall pay regularly and periodically within 7<sup>th</sup> day of every month the common expenses as described in the SCHEDULE hereto attached written at such time as may be decided, determined and appointed by the Vendor and Developer to be payable from the date of possession to the Vendor / Developer and their successors and transfer of management of the building to the Holding Corporation such payments are required to be made without any abatement or demand.
- (b) The proportionate cost payable by the Purchaser for the common expenses shall be decided by the Developer from time to time and the Purchaser shall be liable to pay all such expenses wholly if it relates to the Purchaser's Flat/Unit/Apartment only and proportionately for the building as a whole. The statement of account of the apartment and the charges as prepared by the Vendor and Developer shall be conclusive and final. The Purchaser shall not be entitled to dispute or question the same provided that the filing or reproduction in the part of the books of the management and administration of the said building to the Holding Corporation at terms of those payments, the employees of the Vendor and Developer such as watchmen, security staff, cleaners etc. shall be employed and / or absorbed by the

to be used on such Flat/Unit/Apartment as the said Purchaser shall not be separately notified and notified the Purchaser shall pay the proportionate share of all rates and taxes assessed on the whole premises including the charges for loss of electricity when in transmission to the Developer from the date of possession. Such proportion is to be determined by the Developer on the basis of the area of such Flat/Unit/Apartment in the said Building.

10. If the Purchaser fails to pay the aforesaid expenses at past thereof within time as aforesaid the Purchaser shall be liable to pay interest at the rate of 18% per annum on amount outstanding and further may incur default interest unpaid for every day, and the Developer or upon formation of Holding Organisation, such Holding Organisation shall be at liberty to discontinue and / or suspend all common services attached to the Purchaser's Flat/Unit/Apartment such as water supply, electricity connection, use of lifts, central air-conditioning, etc. till such dues with interest are paid and shall also be liable to pay the aforesaid expenses for such suspension period as well as reinstatement charges.

#### ARTICLE IX - HOLDING ORGANISATION - MAINTENANCE CHARGES

9.1 Immediately upon completion of the said New Building, or soon thereafter the Vendor and Developer shall cause a Holding Organisation, which may be a Syndicate, Association, Company, Society or Committee of the Flat/Unit/Apartment Owners (hereinafter referred to as the **HOLDING ORGANISATION**) with such rules and regulations as shall be determined by the Architects and Engineers of the Vendor and Developer and such Holding Organisation will have control and will be entitled to hold the common parts and portions including the installations in the said new building and shall be responsible for provision of common services such as common services water supply and particularly mentioned and described in the **FORM SCHEDULE** hereunder written and the Purchaser has agreed to become a member of such Holding Organisation and in any event the Agreement shall be treated as the consent of the Purchaser to become a member of such Holding Organisation and will be bound by the Rules and Regulations as may be framed by such Holding Organisation.

9.2 The Purchaser consents that only the Vendor / Developer shall be entitled to constitute such Holding Organisation with such rules and conditions as they think fit and proper and the Purchaser agrees to abide by such standard regulations.

9.3 The Purchaser shall regularly and periodically make payment of the maintenance charges as may be determined by the Holding Organisation and until such time such Holding Organisation is formed the Purchaser shall be liable and agree to make payment of such maintenance charges month by month and every month regularly and periodically to the Vendor and Developer and/or its nominee/s without raising any objection whatsoever or howsoever.

9.4 The Purchaser acknowledges that payment of the said maintenance charges is essential for maintaining the services of the said new building and also for the purpose of provision of standard services and in the event of there being any default on the part of the Purchaser to make payment of such maintenance charges, though it may amount to commercial inhibition the Developer and upon formation of such Holding Organisation, the Holding Organisation shall be at liberty to discontinue and / or suspend all common services attached to the Purchaser's Flat/Unit/Apartment such as water supply, electricity connection, use of lifts, central air-conditioning, etc. till such dues with interest are paid and shall also be liable to pay the common services for such suspension period as well as reinstatement charges.

9.5 This is agreed, declared and undertaken by the Purchaser that in the event of the Purchaser having taken default payments (as per clause 7.9 of this agreement), purchaser is liable to pay maintenance charges (as per clause 9.3 of this agreement). It is further agreed, declared and undertaken by the Purchaser that in the event of non payment of maintenance charges continuing beyond the complete stage of security maintenance deposit, the Purchaser shall be liable to pay "HOLDING CHARGES" to the Developer and/or its nominee/s in case of such non payment HOLDING ORGANIZATION has not been formed, or to the HOLDING ORGANIZATION in case it is formed (amount of Rs. 2,000/- Rupees Two Thousand only) per month, till the amount of maintenance charges are regularised and brought upto date.

**ARTICLE XI- DOCUMENTATION AND PROFESSIONAL CHARGE**

- 11.1 Mr. Sagar Kumar Jain, Advocate of A, 116 Chitra Sheela Street, Malabar, 700 001, has prepared this Agreement and shall draw all papers documents and drafts required for and/or in connection with the various consent purposes relating to the said building and location of the Holding Organisation as envisaged herein and such documents containing consents to be obtained on the part of the parties hereby as in the said provisions of the said Agreement be determined to be reasonable and the costs and expenses of the same shall be borne and paid by the Purchaser proportionately with the other Flat/Unit/Apartment owners and such costs and expenses shall be paid by the purchaser before taking physical possession of the said Flat/Unit/Apartments. The Purchaser despite his/her/its obligations to pay the remuneration and fees to the said Advocate shall be at liberty to consult any other lawyer/advocate for any independent advice PROVIDED HOWEVER such consultation for independent advice will not absolve the Purchaser of his/her/its liability to pay the remuneration as herein provided to Mr. Sagar Kumar Jain. The fees and / or cost / charges of the Advocate for preparation of this Agreement and the Sale Deed to be executed in accordance hereto shall be Rs. 21,000/- (Rupees Twenty One Thousand Only) out of which Rs. 10,000/- (Rupees Ten Thousand Only) shall be paid by the Purchaser to the Advocate by Account Payee cheques/ or banked the remaining balance and the balance Rs. 11,000/- (Rupees Eleven Thousand Only) on the agreed date for payment or the date of execution of the Deed of Conveyance in respect of the said Unit, wherever applicable.
- 11.2 The Stamp Duty, registration charges and incidental expenses for and / or in relation to execution and registration of the Deed of Conveyance in respect of the said Flat/Unit/Apartments and in obtaining approval and consents necessary for such transfer and also any other whatsoever debts required to be made for or in relation thereto shall be borne and paid by the Purchaser.
- 11.3 In case the Vendor and Developer fails and / or neglects to execute and register necessary Deed of Conveyance in favour of the Purchaser or its successors then the Purchaser will be entitled to specific performance and other such relief as justice of the case necessitates.

**ARTICLE XII- TERMINATION**

- 12.1 The Vendor and Developer shall be entitled to terminate and / or rescind this Agreement if:
- The Purchaser shall fail to make payment of the amounts due and payable in terms of this Agreement or
  - It will commit any breach of any of the terms and conditions herein contained and on the part of the Purchaser to be paid, performed and observed.

Then on the happening of any of the aforesaid events the Vendor and Developer shall be entitled to cancel and / or rescind and / or terminate the Agreement with or without assigning any reason and upon such termination and / or cancellation the Purchaser shall cease to have any right under this agreement or in respect of the flat/unit/apartment provided to be acquired by the Purchaser excepting that upon such termination the Developer shall refund all amounts received from the Purchaser after deducting therefrom any part of the aggregate amount of contribution and the said refund shall be made by the Vendor and Developer only thereafter they have entered into an agreement for sale and transfer of the said Flat with any other person and / or persons.

**ARTICLE XIII- FORCE MAJEURE**

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

- Fire, explosion/ etc.
- War/ rebellion
- Non-availability of labour/ construction agencies employed or to be employed.
- Local problem and / or land disturbance.

- b) Any other minor formal matter of the Vendor and Developer  
 c) Not liable in getting Completion Certificate from the Competent Authority

#### ARTICLE XIV MISCELLANEOUS

- 14.1 It is hereby expressly agreed and declared that the intention of the parties hereto is to sell and transfer the said Flat/Unit/Apartment to the Purchaser in terms of this agreement and it is for the intention for this agreement to be construed in this, resolving any doubts.
- 14.2 The right of possession of the Purchaser in respect of the said Flat/Unit/Apartment shall arise only upon the Purchaser's fulfilling of the obligations as are contained in this agreement.
- 14.3 The Purchaser shall not be entitled to mortgage, let out, mortgage, grant lease in respect of the said Flat/Unit/Apartment without the consent in writing of the Developer, till such time the Purchaser has fulfilled all the obligations and the possession of the said Flat/Unit/Apartment has been obtained by the Purchaser.
- 14.4 It is agreed that the Purchaser within the 12 months from the date herein is not entitled to assign and / or transfer his/her rights under this Agreement relating to the said Flat/Unit/Apartment to any party including the Vendor and Developer.
- 14.5 It is agreed that in the event the Purchaser intends to assign and / or transfer his/her rights relating to the said Flat/Unit/Apartment under this agreement shall first offer to the Vendor and Developer to repurchase/ reacquire the rights agreed to be assigned and / or transferred under this agreement in favor of the Purchaser at the market value of the said Flat/Unit/Apartment or such value for which the parties herein agreed to sell it in writing upon refusal in writing by the Vendor and Developer within 15 days from the date of offer by the Purchaser (hereinafter referred to as "OFFER NOTICE" the Purchaser shall be entitled to assign and transfer the benefits of this agreement upon making the payments of all the amounts agreed to be paid by the Purchaser to the Vendor and Developer in terms of this Agreement and it is hereby further agreed that the Purchaser will be entitled to sell transfer assign the rights title and interest in the said Flat/Unit/Apartment to the third party only on the price and the terms and conditions of which the payments have offered for sale to the Vendor and Developer.
- 14.6 It is also agreed that in the event and after the Vendor and Developer have refused to repurchase / reacquire the rights relating to the said Flat/Unit/Apartment agreed to be assigned and / or transferred under this agreement in favor of the Purchaser for whatsoever reason, the Purchaser may assign and/or transfer his/her rights relating to the said Flat/Unit/Apartment under this agreement to any third party only upon the payment of the charges/fee for the documentation a sum of Rs. 25,000/- being such on each assignment / transfer hereinafter referred to as the TRANSFER FEE to the Vendor and Developer and simultaneously the Vendor and Developer upon the receipt of the said Transfer Fee shall allow the said transfer, subject to the said transfer shall be subject with the undertaking of the third party to ensure/fill the obligations as to be observed/fulfilled by the Purchaser herein.
- 14.7 The right of the Purchaser shall remain restricted in the said Flat/Unit/Apartment and in no event the Purchaser shall be entitled and hereby agree not to claim any right in respect of the other parts or portions of the said building and the said premises or any part or portion thereof.
- 14.8 It is hereby agreed and clarified that the right of the Purchaser shall remain restricted to the said Flat/Unit/Apartment and proportions share in all common parts portions areas and facilities and the Purchaser shall not be entitled to claim any right over and in respect of the other portions of the said premises or the building and in the event of the Vendor and Developer desiring to make any further constructions or any other parts and portions of the said Premises, after taking permission/approval from the Competent Authority, the Purchaser shall agree not to raise any objection.
- 14.9 The Building of the said premises shall be known by the name of "EEDS SKY TERRACE" and the said name shall not be changed under any circumstances.
- 14.10 The Purchaser shall be liable and agree to make payment of the amounts payable on account of the Service Tax / Sales Tax/ VAT or any other statutory liability in respect of the said flat without raising any objection.

- 14.14 This Agreement is being signed in duplicate and each of them shall be treated as the original. The Purchaser has assumed the obligation to cause this Agreement to be stamped and registered at the time of the sale and the Vendor and Developer will remain present for the purpose of promoting this Agreement for registration in the name of the Purchaser requiring the same to be registered and the stamp duty, registration charges and other expenses incidental thereto shall be paid, borne and discharged by the Purchaser.
- 14.15 The Purchaser shall bear and pay for the Stamp Duty and registration charges. It shall be the responsibility of the Purchaser to get the Agreement registered and the Vendor and Developer will appear before the authorities for submitting the registration of this Agreement. The Purchaser shall be liable to pay the Stamp Duty and registration charges for the execution and registration of the Deed of Conveyance.
- 14.16 This Agreement is personal and the Purchaser shall not be entitled to transfer, let out, mortgage, grant lease or assign of the said Flat/Lot/Apartment without the consent in writing of the Vendor and Developer until such time the full amount of consideration has been paid by the Purchaser to the Vendor and Developer and the Purchaser performing and observing all the other terms and conditions herein contained and on the part of the Purchaser to be performed and observed PROVIDED HOWEVER that the full payment of the entire consideration amount the Purchaser shall be entitled to let out, grant, lease and / or mortgage and / or to let out and deal with the said Flat/Lot/Apartment for which no further consent of the Vendor and Developer shall be required.
- 14.17 For the purpose of occupying the said Flat/Lot/Apartment in the aforesaid Building the Purchaser will be allowed to apply for and obtain financial assistance from banks and other financial institutions but in no case the Vendor and Developer will be liable or answer any liability for such loans and granting of any loan will always be subject to the terms and conditions herein contained.
- 14.18 The Vendor & Developer and the Purchaser has entered into this Agreement purely as principal to principal basis and nothing stated herein shall be deemed to constitute a partnership between them nor shall they constitute an association of persons. Each party shall keep the other party duly indemnified from and against the same.
- 14.19 The Vendor has availed Construction Finance Facility from LIC Housing Finance Limited, Kolkata against hypothecation/mortgage of the schedule land. The Vendor shall inform to LIC Housing Finance Limited about the agreement executed/ to be executed with the purchaser.
- 14.20 This Agreement contains the entire Agreement of the parties and no oral representation or statement shall be considered valid or binding upon either of the parties nor shall any provision of this Agreement be amended or varied except by written contract by both the parties. The Purchaser acknowledges upon signing this agreement no conditions, stipulations, representations, guarantees or warranties have been made by the Vendor and Developer other than what is specifically set forth herein, in the event of any of the clauses becoming void and / or unenforceable then and in that event the other clauses shall survive.
- 14.21 This Agreement supersedes all other Agreements arrangements, understanding or brochure and in no event the Purchaser shall be entitled to set up any oral Agreement.
- 14.22 The Purchaser has agreed to keep in deposit an amount as and by way of forming Fund / Development Fund with the Vendor and Developer and / or their nominee and / or the Holding Organisation as hereinafter provided and such amount to be utilized and / or to keep to be utilized for raising any capital expenditure which may be necessary and / or required for the benefit of all the Purchaser of the various Flat/Lot/Apartment of the said Building at the said Premises.

#### ARTICLE XV - NOTICE

- 15.1 All notices under this Agreement shall be given in writing, postage prepaid, by personal delivery, or by a reputable national overnight courier, at the address listed below. Notices will be deemed delivered within hours, less 24 hours of dispatch if sent via airmail; 72 hours and within 72 (Seventy-two) hours of dispatch in all events if the same being sent via pre-registered delivery, personal delivery, or by a reputable national overnight courier, at the address listed below. The address for such purposes is:

To the Developer

Address

M/s. Bopch Property Private Limited  
B/C, Egan Road, 4<sup>th</sup> Floor,  
Gurgaon Haryana - 122 001.

To the Purchaser

Address

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

#### ARTICLE XVI - ARBITRATION

- 16.1 All disputes and differences between the parties hereto regarding the construction or interpretation of any of the terms and conditions herein contained or touching thereon or determination of any liability shall be referred to and determined by Mr. Rajeev Kumar Jain, Advocate of B, Old Chana Bazar Street, Kolkata-700 001 or to someone with the powers of the Arbitration and Conciliation Act 1996 or any other modification or amendments thereto for the time being in force.
- 16.2 The Vendor/ Developer and the Purchaser shall not commence legal proceedings or to have any Receiver appointed in the said premises or the said building unless the same is first referred to arbitration and the Arbitrator has given his award.
- 16.3 The Arbitrator shall have necessary powers.
- 16.4 The arbitrator shall have the right to give interim awards and directions.

#### ARTICLE XVII - JURISDICTION

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

#### THE FIRST SCHEDULE ABOVE REFERRED TO (THE SAID PREMISES)

**ALL THAT** piece and parcel of land measuring more or less 29 Kachha ahaun lying on and being premises No. 104, Egan Road, Kolkata - 700 001 commonly known as 'EEN SKY TERRACES' comprised in R. S. Dag no. - 101 under S. N. Division no. - 40, (1) S. no. - 20 of Masum - Nayabad, Police Station - Purba Jodhpur, under Kalyans Municipal Corporation Ward No. 108, within the limit of District North 24 Parganas, West Bengal and delineated in the plan annexed hereto duly bounded therein as "BLUE" and layed out and bounded as follows:-

**ON THE NORTH** : Land of others under Dag no. - 101  
**ON THE SOUTH** : Land of others under Dag no. - 102  
**ON THE EAST** : 40 ft wide road.  
**ON THE WEST** : 20 ft wide road.

**OR HOWSOEVER OTHERWISE** the same piece and parcel delineated here or was situated herein bounded called herein bounded described or designated.

#### THE SECOND SCHEDULE ABOVE REFERRED TO (THE SAID PROPOSED FLAT AND THE PROPERTIES APURTENANT THERETO)

**ALL THAT** the Flat/Flats in or portion of the New building being Dalt No. — in Block - '—' containing a floor built up area of — Square Feet, more or less on a portion of the — FLOOR in the New building now known as 'EEN SKY TERRACES' as the said premises and shown in the plan annexed hereto duly bounded as 'RED' premises **TOGETHER WITH** right to park one small/medium sized motor car on the ground floor of the said premises



**THE THIRD SCHEDULE ABOVE REFERRED TO  
(Common Parts and Facilities)**

1. The buildings, windows, doors, sashes, windows, letters, shut, passages landings, staircases, lifts and lifts shafts.
2. Lobbies and hallways for use of residents, drivers, maintenance staff of the premises.
3. The lift shafts & hoistways staff and crew with electrical wiring, switches and gears, strings and fixtures.
4. Staircases, electrical wiring, meters, strings and fixtures for lighting the staircase lobby and other common areas including (if any) as are provided for any particular Flat/Unit, Apartments and spaces required therefor.
5. Rosters, doors/grills and other fittings of the common areas of the premises.
6. Passenger lifts/ elevators with all mechanisms, accessories and equipments (including lift machine room) but lift shafts be provided for work and lift shafts at all floors.
7. Electrical Part Meters, Electrical Control Panels and accessories, subject to necessary permissions.
8. Sewer Pump-out system including risers for pumping of water from underground water works to the surface on the roof.
9. Electric street appliances not be connected lights as well as for operation of lifts and pumps during power cuts and open space therefor.
10. Freshwater and Sewerage riser/return pipes from the City to drains and sewage treatment in the New Building.
11. Water supply of the New Building, Sanitation works, Boundary Walls and lifts gate to the New Building and its premises.
12. Sewerage Water Tank and underground water reservoir with distribution pipes there from connecting to various flats, shops and from the underground water reservoir to the over head water tanks.
13. Such other common parts, areas, equipments, installations, fixtures, fittings, covered and open space in or about the said Premises and / or the Building as are necessary for prompt use and occupancy of the Flat/Unit/Apartment as are necessary.
14. Caravan Park.
15. Swimming Pool.
16. Gymnasium.
17. Children's Play area in the Roof Top Garden.

**THE FOURTH SCHEDULE ABOVE REFERRED TO  
(Consideration Amount)**

**PART - I**

The consideration payable by the Purchaser to the Vendor/ Developer for sale of the said flat and proportionate undivided share in the common areas and installation and the said share in the said premises shall be as follows:-

Consideration money for the said Flat/Unit  
Incorporation with right to park one vehicle, roadways  
and stair case in the Open/ Covered car Parking  
space at the said premises.

Rs. \_\_\_\_\_/-

Rs. \_\_\_\_\_/-

\* Including Stamp Tax which shall be payable by the Purchaser to the Vendor, as applicable, as per prevailing rates.

**PART - II**

The amount mentioned in PART-I hereunder shall be paid by the Purchaser to the Vendor as mentioned as follows:-

9c.	On completion of 10 <sup>th</sup> Floor Slab	—	10	%
9d.	On completion of 10 <sup>th</sup> Floor Slab	—	10	%
9e.	On completion of 10 <sup>th</sup> Floor Slab	—	10	%
9f.	On completion of Roof Slab	—	10	%
10.	On completion of Brick Work	—	10	%
11.	On completion of Plastering in the Flat	—	10	%
12.	On or before the date of possession	—	10	%

at time for payment shall always be the master of these payments.

3. All payments shall be paid at the request letter of the Developer and all cheques shall be payable in favour of **M/S. BOSTECH PROPERTY PRIVATE LIMITED** against proper receipts being granted by the Vendor, it being expressly agreed that the Purchaser shall not be entitled and agree not to set up any oral agreement regarding the amount and the performance and observance of the terms and conditions herein contained or regarding any variation or modification of the terms and conditions herein contained unless confirmed by the Developer as the same may be in writing.

4. The Purchaser has also agreed to pay to the Vendor and Developer and/or its nominee in addition to the consideration hereinabove stipulated all applicable statutory outgoings and expenses, including all charges and costs for the electricity in the said flat or any other extra facilities / specifications in consideration etc. which the Vendor and Developer may on a later date decide to provide which is presently not under its consideration.

5. It is stated as the integral consideration, the Purchaser shall also deposit with the party Vendor and Developer within three months the amounts details of which are mentioned in the **SEVENTH SCHEDULE** hereunder written and payment of such amounts shall be made on or before taking possession of the said flat.

6. In the event of non-payment of any of the amounts agreed to be paid by the Purchaser, the Purchaser shall be liable and Vendor and Developer shall be entitled to recover at the rate of 18 % per annum and this will be without prejudice to any of the other rights and remedies which Vendor and Developer may have against the Purchaser including, the right of termination of this Agreement as hereinafter provided.

#### **THE FIFTH SCHEDULE ABOVE REFERRED TO** **Specifications**

Roofing	1	Well framed structure with anti-termite treatment in foundation. Cement to be used: <b>Ambuja, Lafarge, OCE, Ultratech, Birla, ACC, Kamco</b>
Structure	1	Modern structure, conforming to contemporary design.
External Finish	1	Paint to certified <b>Newland Berger Acrysolite</b> , and other effects as applicable.
Ground Floor Ceiling	1	Impregated decorated & painted ceiling.
Roofing/Handover	1	Quality wooden frames with solid core flush doors. Door handles of <b>Gudrej</b> .
Window Frame	1	Frames of <b>India</b> .
Windows	1	Color coated / Powder coated Aluminium sliding windows with clear glass.
Flooring	1	Vertical tile in bedrooms/Living/Dining Room. Vitrified Flooring & Granite Counter in Kitchen. Granite tile in Toilet.
Roofing/ Ceiling	1	Grass tile with asbestos roof with <b>W&amp;L</b> .

Electrical Particular	<p>and back of Waller/Panysaare* ,          Drainage Pipes of Supreme/Skipper* ,          Passenger Lift of Moss* ,          or Commercial Polysack/ RR Kabel* copper wiring with          modular installation of Anshari/Kumar/Schneider          Electric* .</p> <p>b) TV/Telephone points in master bedroom and living          room .</p> <p>c) Two Light Points, one Fan Point, two SA point in all          bedrooms .</p> <p>d) One 1.5A socket point in all Toilets .</p> <p>e) One 1.5A &amp; one SA points, SA refrigerator point and          exhaust fan points in kitchen .</p> <p>f) One 5A/1 AC point in master Bedroom .</p> <p>g) Modern MCBs and Circuitbreakers of <b>DPG*</b></p>
Telecom	<p>Power backup 400 W for 2 bedrooms flats          and 400 W for 2 bedrooms flats and for lighting of          Ground area .</p>
Water Supply	<p>Suction Electric Pump will be installed on Ground          Floor to draw water to overhead reservoir from          Underground reservoir .</p>
Security	<p>Intercom facility and 24/7 Security Personnel .</p>

\* The specified brands are mentioned to give an indication of the quality, the Vendor will provide. In case of unavailability of mentioned brands or any other circumstances, the developer is not legally liable to provide the same product and raised points material from a brand of similar quality level.

**THE SIXTH SCHEDULE ABOVE REFERRED TO**  
**(Maintenance Charges)**

**1. MAINTENANCE** - All costs and expenses for maintaining, when-needed, painting, repainting, repairing, re-plastering, re-decoration, renewing and replacing the main structure, all the Common Areas and Installations across, machines, equipments, installations and accessories for common services utilities and facilities including the outer walls of the New Building gutters and water pipes, drains and electric cables and wires in, under or over the New Building, staircase of the New Building and the secondary walls of the New Building.

**2. OPERATIONAL** - All expenses for running and operating, working and maintenance of all machines, equipments, installations and accessories for common facilities and utilities (including generator, lifts, water pump and cold air) and all costs for cleaning and lighting the main entrance passage, landings, staircase and other common areas of the New Building and keeping the adjoining site open in good and repaired condition.

**3. STAFF** - The salaries of and all other expenses on the staff (including janitors/cleaners, clerks, bill-collector, watchman, fire-fighter, gardener, sweepers, caretakers, elevator/plantmen and other persons to be employed for the common purposes including bonus and other incentives and benefits).

**4. ASSOCIATION** - Association(s) and all other expenses of the association or cooperative society (including its

7. **RESERVE** : Reserve of funds for maintenance, renovation and/or other periodic expenses
8. **OTHERS** : All other expenses and/or savings including litigation expenses as are incurred by the Vendor and/or the Association or Holding Organization for the Common Purpose.

**THE SEVENTH SCHEDULE ABOVE REFERRED TO:  
(Extra Charges & Deposits)**

- 1) The full amount of Security Deposit and other sums payable to the CESC/WBSED, for giving direct electric meter in respect of the said work and proportionate share of the total amount of Security Deposit and other sums payable to the CESC/WBSED for the electric meters for maintenance, running and operating any system area or installation.
- 2) Extra charges and expenses for electrical installation, H.T Line, wiring, cables and other related equipments and accessories including their consumables, being Rs. 75/- (Rupees Seventy Five Only) per square feet.
- 3) Extra charges and expenses for generator and other related equipments and accessories including installation of the same for supply of power in each unit (including the said Unit) from such generator during power failure, being Rs. 20/- (Rupees Twenty Only) per square feet.
- 4) Extra charges and expenses for Insurance of the Association being Rs. 5,000/- (Rupees Five Thousand Only).
- 5) Service tax, development charges and other Income Sales Tax, VAT, Service Tax and any other Tax duties and charges leviable that may be charged on the purchase of the said Unit or on its transfer or disposition in terms specified in this schedule or which, in the future may be.
- 6) In addition to the Extra and Deposits the purchaser shall also deposit and / or keep deposited with the Vendor/ Developer/facility management company (to be appointed by the Vendor and Developer), a sum calculated @ Rs. 247/- (Rupees Two Hundred Forty Seven Only) per square feet of the super built-up area of the said Unit, towards various expenses to be incurred or deposited with the Vendor/ Developer/facility management company to meet these cost in the event of default by the Purchaser, in meeting payment of the maintenance charges and proportionate liability towards the other common expenses including those mentioned in the SIXTH SCHEDULE (hereinafter written) in terms hereof.
- 7) In addition to the aforesaid Extra and Deposits the purchaser shall also deposit and/or keep deposited with the Vendor/ Developer/facility management company (to be appointed by the party of the Vendor and Developer), a sum calculated @ Rs. 30/- (Thirty Only) per square feet of the super built-up area of the said Unit, towards Booking/Paid.
- 8) In addition to the aforesaid Extra and Deposits the purchaser shall also pay the Service Tax on aforesaid Extra and Deposits as per prevailing Service Tax rates.

**MORTECH PROPERTY PVT. LTD.**

  
*Authorized Signatory*

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

SIGNED, SEALED AND DELIVERED:

By \_\_\_\_\_ in the presence of \_\_\_\_\_

1.

2.

\_\_\_\_\_  
SIGNATURE OF VENDOR

WATSON PROPERTY INC. LTD.  


\_\_\_\_\_  
SIGNATURE OF DEVELOPER

\_\_\_\_\_  
SIGNATURE OF PURCHASER

RECEIVED of cash from the written account provided within  
mentioned date of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ Only)  
(to be in accordance amount in PART as per return filed)

**MEMO OF CONCILIATION**

No. L. Ledger No. _____ dated _____	Rs. _____
No. L. Ledger No. _____ dated _____	Rs. _____
<b>TOTAL AMOUNT RECEIVED</b>	<b>Rs. _____</b>

Witness

**NOOTECH PROPERTY PVT. LTD.**  
  
 Authorized Signatory

DATED \_\_\_\_\_ DAY OF \_\_\_\_\_ 2018

**AGREEMENT FOR SALE**

**BETWEEN**

**M/S. NIKK PROPERTY PRIVATE LIMITED & OTHERS**  
\_\_\_\_\_ **VENDOR**

**&**

**M/S. NORTON PROPERTY PRIVATE LIMITED**  
\_\_\_\_\_ **DEVELOPER**

**&**

**MR. \_\_\_\_\_**  
\_\_\_\_\_ **BUYER**

**RES. SKY TERRACE**  
**FLAT/ UNIT NO. \_\_\_\_\_**  
\_\_\_\_\_ **FLOOR**  
**BLOCK \_\_\_\_\_**