

DRAFT

**AGREEMENT FOR SALE**

**THIS AGREEMENT FOR SALE IS MADE ON THIS THE ..... DAY OF  
..... TWO THOUSAND AND .....**;

**BETWEEN**

(1) **MR. BABLU HALDER** alias **BABLU JITENDRA HALDER** (having PAN: AARPH8300H) son of Late Jitendra Nath Halder, by Occupation: Business, (2) **MRS. JAYANTI HALDER** alias **JAYANTI BABLU HALDER** (having PAN: ABWPH7283D) wife of Mr. Bablu Halder, by Occupation: Housewife, both by Nationality Indians, by faith Hindu, both having permanent address at D/L-4-2, Sukanta Pally, P.O: Jyangra, P.S: Baguihati, Kolkata- 700 059, District: North 24 Parganas, presently residing at Pride Park, Anjalika Building, "A" Wing, G. B. Road, Opposite Lawkim Company, Thana(west) 400607, Maharashtra, hereinafter jointly referred to and called as the "**OWNERS/VENDORS**" and all are being represented by their Constituted Attorney **MR. SANJAY GUPTA** son of Mr. Gopal Prasad Gupta, by Faith Hindu, by Nationality Indian, residing at Dwarka Vedmani, AD-169, Salt Lake City, Sector – I, Kolkata – 700 064, (which expression shall unless excluded by or repugnant to the context be deemed to mean and include each of their successors, executors, administrator, representatives and assigns and nominee or nominees) of the **FIRST PART**;

A N D

**M/S ASTDURGA CONSTRUCTION PRIVATE LIMITED** (having PAN–AALCA5946M) a Company incorporated under Indian Companies Act, 1956 having its registered office at Dwarka Vedmani, AD–169, Salt Lake City, Sector–1, Kolkata 700 064 being represented by one of its Director **SRI SANJAY GUPTA**, (Aadhaar No. 708950937284), son of Sri Gopal Prasad Gupta, by faith Hindu, by occupation Business, (having PAN–**ADRPG6327Q**) son of Sri Gopal Prasad Gupta, by faith Hindu, by occupation Business, by nationality: Indian, residing at Dwarka Vedmani, AD–169, Sector–1, Salt Lake City, Kolkata–700064, hereinafter referred to as the **DEVELOPERS/BUILDERS** (which terms and expression shall unless excluded by or repugnant to the context be deemed to mean and include its successors and or successors-in-office, administrators, and assigns) of the **SECOND PART**.

A N D

(1) **SRI/SMT**..... (Aadhaar No. ....)  
son/wife/daughter of Sri ....., age about ..... Years,  
by occupation ....., (PAN ..... ), (2) **SRI/SMT** .....  
..... (Aadhaar No. ....) son/wife/daughter of  
Sri ....., age about ..... Years, by  
occupation ....., (PAN ..... ), both by faith ....., both by  
Nationality Indian/s, both residing at the .....  
.....hereinafter referred to as the "**PURCHASER/S**" (which terms or expression shall  
unless excluded by or repugnant to the context be deemed to mean and include his/her/its/their  
successors, legal representatives, executors, administrators and assigns) of the **THIRD PART**.

#### **ARTICLE I**

##### **DEFINITIONS:**

The following terms and expressions used in these presents, shall unless the same be contrary and or repugnant to the subject or context have the specific following meanings:

##### **1. BUILDING:**

Shall mean multi-storied Residential Building to be known as "MEENA GRACIYA", BLOCK – '.....' consisting of residential flats/units, shops and also car parking spaces to be constructed, erected, promoted, developed and built on and upon the land at the premises under the First Schedule owned by the Owners/Vendors herein and to be

practically executed by the Developer herein and shall include all constructions to be made on the premises from time to time as per Sanctioned Plan and or necessary modifications to be regularized by the Developer through revised Sanctioned Plan.

- 2. LAND:** Shall mean All That said Sali now converted into Bastu/Housing Complex Land total admeasuring or containing an area about 39 Cottahs be the same a little more or less comprised in part of R.S. as well L.R. Dag No. 258, lying and situated at Mauza Chandiberia, J.L. No. 15, Touzi No. 1072, R.S. No. 176, under R.S. Khatian No. 40, presently recorded under L.R. Khatian Nos. 1697 & 1698, within the ambit of the B.L. & L.R.O. Rajarhat, with common easement rights in all common passages and all the rights and benefits in connection thereto, Police Station: New Town formerly Rajarhat, Municipal Holding Nos. AS/ 277/ BL-C/ 13-14 & AS/ 276/ BL-C/ 13-14, Ward No. 30 (old) now 21 of the Rajarhat Gopalpur Municipality, now Bidhannagar Municipal Corporation, District: North 24 Parganas morefully described in the First Schedule written hereunder
- 3. PROJECT:** Shall mean an Enclave comprised of four Buildings including the 'Said Building' hereunder in the nature of residential flats/units, car parking spaces and others and collectively named '**MEENA GRACIYA**' and in relation to the work of development undertaken and also to be done by the Developer herein and/or any modification or extension thereof till such development, erection, promotion, construction and building of building/s at and upon the said premises be completed and possession of the completed Unit/s / Flat/s /Shop/s / Car Parking Space/s and Others be taken over by the Unit/Flat/Shop/ Car Parking Space purchaser/s.
- 4. MUNICIPALITY:** Shall mean the Rajarhat-Gopalpur Municipality now Bidhannagar Municipal Corporation having the jurisdiction in respect of all municipal affairs including examination and granting sanction of plan/s for erection and construction of building/s on and over and in respect of all the holdings and properties under its jurisdiction including the subject land/property hereunder the First Schedule.
- 5. PLAN:** Shall mean authenticated document/s showing the erection/construction of the subject building/s duly sanctioned/ approved and/or to be sanctioned /approved by the Rajarhat-Gopalpur Municipality and shall also include variations/ modifications, alterations therein that may be made by the Developer herein as well as all revisions, renewals and extensions thereof, if any.
- 6. THE FLAT:** Shall mean a specified covered space constructed and finished in a habitable condition on the ..... Floor in the 'Said Building' and described in Part – I of the Second Schedule and which is capable of being exclusively owned, used and/or enjoyed by the Purchaser/s herein for the residential purpose only togetherwith the right of common use of the common portions appurtenant to the concerned Unit/Flat and wherever the context so intends or permits, shall include the undivided proportionate share

and/or portion attributable to such Unit/Flat as detailed and described in the **SECOND SCHEDULE** hereunder written and all the rights, properties benefits, easements and appurtenances in connection therewith.

- 7. PARKING SPACE:** Shall mean right to park a small/medium size motor car in a space in the covered common car parking zone on the Ground Floor / Basement of the Building/s / in the Open Space within the premises that may be earmarked by the Developer herein for Parking Cars on extra costs. The said Car Parking Space/s shall be allotted to such prospective purchaser/s and/or buyer/s those who agree to purchase the same against payment of additional consideration for each one car parking space morefully described in Part – II of the second Schedule hereunder agreed to be purchased by the purchaser herein.
- 8. CARPET AREA:** Shall according to its context, mean net usable total floor area of the flat/ apartment excluding all outer walls and other super structures services shafts, exclusive balcony or verandah area and exclusive open terrace area, but includes the area covered by the internal partition walls of the apartment and shall mean net area of the floor and ceiling within the Flat only available to the purchaser and or the occupier of the same.
- 9. BUILT-UP AREA/COVERED AREA:** Shall, according to its context, mean the plinth or carpet area of that Unit/Flat including the thickness of the outer walls, internal walls and pillars and also the half of such outer walls which are common between the adjacent Units/Flats including of the subject flat/unit under the Second Schedule.
- 10. CLUB FACILITIES, SWIMMING POOL AND OTHER AMENITIES:** Shall mean a Club consisting of a Community Hall measuring approximately 700 sq. ft. a little more or less for facilitating the meetings and conferences of the residents/ owners of all the units Togetherwith a Multi-Gym Centre measuring approximately 500 sq.ft. a little more or less for facilitating the Club for physical exercise by modern amenities as shall be provided by the Developer Togetherwith a Swimming Pool on the roof of the top floor of the Building within the project upon the payment/s of the charges and necessary incidental/s thereof.
- 11. ASSOCIATION:** Shall mean the Association, Syndicate, Committee, Body, Society or Company which would comprise the Owners-Vendors herein/Developer herein and the representatives of the Purchaser/s herein of the Unit/s/Flat/s and be formed or incorporated at the instance of the Owners-Vendors herein/ Developer herein for the common purposes with such rules and regulations as shall be framed by the Owners-Vendors herein/ Developer herein.
- 12. COMMON EXPENSES:** Shall include all expenses for the management, maintenance and upkeep the Unit/Flat and the buildings, the common portions therein and the premises and the expenses for common purposes of the Unit/Flat and shall be payable proportionately by the Purchaser/s herein periodically as maintenance charges.
- 13. COMMON PORTIONS:** Shall mean the common areas and installations in the

building and the premises, which are mentioned, described, enumerated, and provided in the **THIRD SCHEDULE** hereunder written.

- 14. COMMON PURPOSES:** Shall include the purpose of maintaining and managing the Premises, the Building and in particular the common portions, rendition of services in common to the Unit/Flat, collection and disbursement of the common expenses and dealing with the matters of common interest of the Unit/Flat owners and occupiers relating to their mutual rights and obligations for beneficial use and enjoyment of their respective Unit/s/Flat/s exclusively and the common portions commonly.
- 15. ADDITIONAL PAYMENT:** Shall mean the amounts in **PART-I** of the **SIXTH SCHEDULE** hereunder written and to be paid by the Purchaser/s herein to the Developer herein as the case may be in addition to the agreed consideration and shall also include extra development charges and any other duties, levies or outgoings and other additional amount/s that may be required to be paid by the Purchaser/s herein by the instance of the municipality, government, semi-government and or other authorities and statutory bodies.
- 16. AGREED CONSIDERATION:** Shall mean the price of the 'Said Flat' and the Said Car Parking Space collectively under the Second Schedule heretowritten togetherwith undivided proportionate share of the 'Said Land' and motioned in **PART-I** of the **FIFTH SCHEDULE** hereto payable by the Purchaser/s herein to the OWNERS-VENDORS herein/Developer herein for acquiring the said Unit (the said flat with a car parking space) specified under the Second Schedule.
- 17. ARCHITECT SURVEYOR:** / Shall mean such Architect(s) / Surveyor(s) having registration or license with the concerned municipality and whom the Developer herein may from time to time, appoint as the Architect(s) of the Building.
- 18. DATE OF POSSESSION:** Shall mean the date on which the Purchaser/s herein take/s actual physical possession of the said Unit/Flat after discharging all his liabilities and obligations relating to payment of agreed consideration for the Said Unit and also all other additional amount payable by the Purchaser/s under terms and conditions of the Agreement.
- 19. DEED OF CONVEYANCE:** Shall mean the Deed of Conveyance / Transfer to be executed by the Owners-Vendors herein/Developer herein unto and in favour of the Purchaser/s herein in respect of the said Unit (said Flat with said Car Parking Space) under Second Schedule at and upon the Purchaser/s herein complying with all his/her/ its/their obligation/s and paying and depositing all the amounts in time and not committing any breach or default in any manner whatsoever.
- 20. DEPOSITS:** Shall mean the amounts mentioned in **PART-II** of the **SIXTH SCHEDULE** hereunder written and to be deposited by the Purchaser/s herein with the Owners-Vendors herein /Developer herein shall also include any other amount that the Owners-Vendors herein/Developer herein may require the Purchaser/s herein to Deposit.
- 21. EXTRA CHARGES:** Shall mean all other Charges and Deposits that' the

purchaser/s shall be required to make in addition to the agreed purchase consideration.

**22. FORCE MAJEURE:**

Shall include natural calamities, act of god, flood, tidal waves, earthquake, riot, war, storm, tempest, fire, civil commotion, civil war, air raid, strike, lockout, transport strike, notice or prohibitory order from Municipality or any other Statutory Body or any Court, Government Regulations, due to changes in any municipal or other rules, laws or policies affecting or likely to affect the project or any part or portion thereof, shortage of essential commodities and/or any circumstances beyond the control or reasonable estimation of the Owners-Vendors herein/ Developer herein.

**23. MAINTENANCE AGENCY:**

Shall mean the Society, Association, Company, Body or Committee formed/appointed by the Owners/Vendors herein / Developer herein for the common purposes.

**24. "PROPORTIONATE OR PROPORTIONATELY OR PROPORTIONATE SHARE" :**

With all its cognate variations shall mean the proportion in which the built-up/covered-area of any single flat/unit would bear to the entire undivided built-up-areas of all the flats/units collectively for the time being in the building, PROVIDED THAT where it refers to the share of any rates and/or taxes relating to the common purposes and the common expenses then such share shall mean the proportions in which the total amount of such taxes rates or expenses as shall be paid equally by the co-owners and such share shall be treated as such rates and/or taxes and common expenses as are being separately levied, and the Proportionate Share of the "Said Land" under the First Schedule and in a proportion to the measuring area of a single flat or unit out of the total measuring area of the entire undivided covered areas of all the flats and the units collectively in the building constructed on the "Said Land" at the "Said Premises".

**25. PURCHASER/S:**

Shall mean the party of the Third Part herein agreed to purchase the Said Unit under the Second Schedule and subject to fulfillment of all the terms and conditions under these presents including and subject to payment of the entire agreed consideration and other additional payments made by the Second Party shall also mean and include:

- a) If he/she/they be an individual then his/her/their respective heirs, executors, administrators, legal representatives, and/or permitted assigns;
- b) If it be a Hindu Undivided Family then its members of the time being and their respective heirs, executors, administrators, legal representatives, and/or permitted assigns
- c) If it be a Company then its successor or successors-in-interests and/or permitted assigns;
- d) If it be a Partnership Firm then its partners for the time being and their respective heirs, executors, administrators, legal representatives, and/or permitted assigns;
- e) If it be a Trust then is Trustees for the time being and

their successor(s)-in-interest and assigns.

26. **RIGHTS OF THE OWNERS/ VENDORS AND THE DEVELOPER ON THE PURCHASER/S DEFAULT:** Shall mean the rights mentioned in the **NINTH SCHEDULE** hereunder written to which the Owners-Vendors and the Developer herein shall be entitled in case of any default or breach by the Purchaser/s herein.
27. **SAID UNIT:** Shall mean a flat with a car parking space severally and collectively described, mentioned, explained, provided in the **SECOND SCHEDULE** hereunder written and further the right of common use of the common portions and wherever the context so intends or permits, shall include the said undivided share.
28. **SINKING FUND:** Shall mean the fund comprising of the amounts to be paid/deposited and/or contributed by each Unit, including the Purchaser/s herein, towards sinking fund which shall be held by the Maintenance Agency on account of maintenance expenses.
29. **SUPER BUILT AREA:** Shall mean in context to a Unit as the Carpet area plus proportionate undivided share of the common areas.
30. **SPECIFICATIONS:** Shall mean the manner or standard of construction of the unit and the building as specified and described in the Fourth Schedule hereunder written and/or described
31. **UNDIVIDED SHARE:** In relation to a Unit/Flat shall mean the undivided proportionate indivisible impartible variable share in land comprised in the said premises, which is attributable to the Unit/Flat concerned.
32. **OWNERS-VENDORS:** Shall mean all of the First Parties collectively herein holding rights of ownership on the entire land under the First Schedule and includes each of their legal successors and where the context so permits refer to only such of them as is/are concerned with the relevant matter/issue.
33. **DEVELOPER** shall mean **M/S ASTDURGA CONSTRUCTION PRIVATE LIMITED** the Second Party herein include it's successor or successors at office, executors, administrator and legal representatives and dealing with business of promotion and development of Real Estates and construction of multi-storied buildings And shall mean sole and absolute Agent and Representatives of all the Owners-Vendors and at present holding physical possessional rights of the said 'Demised Land' and where the context so permits refer to only such of them as is/are concerned with the relevant matter/issue;

## **ARTICLE - II**

### **(TITLE OF THE PROPERTY UNDER FIRST SCHEDULE):**

**A)** Kalipada Naskar, Ganesh Chandra Naskar, Gopal Chandra Naskar, Nepal Chandra Naskar and Lakkhi Kanta Naskar were the joint owners of a Sali Land measuring 1.84 acre comprised in C.S. Dag No. 217/423 under C.S. Khatian No. 63 corresponding to R.S. Dag No. 258 under R.S. Khatian No.40 alongwith some other properties comprised in Mouza Chandiberia, J.L. No. 15, R.S. No. 176, Touzi No. 1072, Police Staion: Rajarhat at present New Town, District: 24 Parganas now North 24 Parganas and while seized and possessed thereof, some portion of Land measuring 0.83 acre had been aquisited by the Land Acquisition Collector 24 Parganas and after such acquisition the said Kalipada Naskar and others

continued to enjoy the remaining 1.1 acre of the aforesaid Sali Land free from all encumbrances whatsoever.

**B)** By a Deed of Conveyance dated 23.05.1960 duly registered at Sub-Registration Office at Cossipore, Dum Dum and recorded in Book No. 1, Volume No. 69, Pages: 160 to 163, Being No. 4633 for the year 1960, the said Kalipada Naskar and four others being the joint owners thereof therein referred to as the Vendors thereby sold, transferred and conveyed a part or portion measuring 0.80 acre a little more or less out of aforesaid Sali Land measuring more or less 1.1 acre comprised in Part of C.S. Dag No. 217/423 under C.S. Khatian No. 63 corresponding to R.S. Dag No. 258 under R.S. Khatian No. 40, at Mouza Chandiberia, J.L. No. 15, R.S. No. 176, Touzi No. 1072, Police Station: Rajarhat at present New Town, District: 24 Parganas now North 24 Parganas to one Sudhangshu Ranjan Indu at the valuable consideration mentioned therein free from all encumbrances whatsoever.

**C)** Subsequently by another Deed of Conveyance dated 26.07.1961 duly registered at the Sub- Registration Office at Cossipore, Dum Dum and recorded in Book No. 1, Volume No. 96, Pages: 08 to 11, Being (Deed) No. 6163 for the year 1961, the said Kalipada Naskar and four others being the joint owners thereof therein referred to as the Vendors thereby sold, transferred and conveyed the remaining part or portion of aforesaid Sali Land measuring more or less 0.21 acre comprised in Part of C.S. Dag No. 217/423 under C.S. Khatian No. 63 corresponding to R.S. Dag No. 258 under R.S. Khatian No. 40, at Mouza Chandiberia, J.L. No. 15, R.S. No. 176, Touzi No. 1072, Police Station: Rajarhat at present New Town, District: 24 Parganas now North 24 Parganas to one Sudhangshu Ranjan Indu at the valuable consideration mentioned therein free from all encumbrances whatsoever.

**D)** After the aforesaid purchase by dint of said two Sale Deeds, the said Sudhangshu Ranjan Indu thus became seized and possessed of and or well and sufficiently entitled to the entire said piece or parcel of Sali Land total admeasuring 1.1 acre in comprised in C.S. Dag No. 217/423 under C.S. Khatian No. 63 corresponding to R.S. Dag No. 258 under R.S. Khatian No. 40, at Mauza Chandiberia, District: 24 Parganas now North 24 Parganas and while in uninterrupted enjoyment thereof, the said Sudhangshu Ranjan Indu sold, transferred and conveyed the entire said Sali Land measuring 1.1 acre by a Deed of Conveyance dated 30.12.1963 duly registered at the Sub- Registration Office at Cossipore, Dum Dum and recorded in Book No. 1, Volume No. 133, Pages: 202 to 206, Being (Deed) No. 9614 for the year 1963, unto and in favour of one Smt. Angur Bala Ghosh wife of Bhola Nath Ghosh therein called as the Purchaser free from all encumbrances whatsoever.

**E)** After the aforesaid purchase by dint of the said Sale Deed Being No. 9614/1963 the said Smt. Angur Bala Ghosh thus became seized and possessed of the entire said Sali Land measuring 1.1 acre and or well and sufficiently entitled thereto as the absolute owner thereof and; while in enjoyment thereof the said Angur Bala Ghosh died intestate survived by her three sons namely Panchu Gopal Ghosh, Rabindra Nath Ghosh, Asit Kumar Ghosh and one married daughter namely Smt. Manju Rani Sil and those who after expiry of their said mother jointly became seized and possessed of the said Sali Land measuring 1.1 acre inherited by them from their mother said Angur Bala Ghosh since deceased.

**F)** Subsequently for proper enjoyment thereof the said Panchu Gopal Ghosh, Rabindra Nath Ghosh, Asit Kumar Ghosh and Manju Rani Sil settled their portions in respect of each of their share by a mutual arrangement made between themselves in front of the neighbors of the locality and in effect thereof subsequently each of them recorded each of their names regarding each of their portions in the said Sali Land comprised in R.S. as well L.R. Dag No.258, at Mouza Chadi Beria, P.S: Rajarhat at present New Town, District: North 24 Parganas in the Land Settlement Record at the Office of B.L. & L.R.O. Rajarhat and as such the names of said Panchu Gopal Ghosh, Rabindra Nath Ghosh and Manju Sil had been severally recorded under L.R. Khatian Nos. 1092, 1094 & 1093 respectively as the respective rayoti owners under the State Government.

**G)** By a Bengali Sale Deed dated 03.09.2010 duly registered at the office of the District Sub- Registrar II, North 24 Parganas and recorded in Book No. 1, CD Volume No. 36, Pages:



3040 to 3059, Being No. 10448 for the year 2010, the said Panchu Gopal Ghosh, Rabindra Nath Ghosh and Manju Sil being the joint owners thereof therein referred to as the Vendors at the valuable consideration mentioned therein sold, transferred and conveyed a demarcated piece or parcel of Sali Land therein marked as Plot- 'A' measuring 05 Cottahs be the same a little more or less comprised in Part of C.S. Dag No. 217/423 under C.S. Khatian No. 63 corresponding to R.S. Dag No. 258 under R.S. Khatian No. 40, subsequently recorded in their respective names under L.R. Khatin Nos. 1092, 1094 & 1093 at Mouza Chandiberia, J.L. No. 15, R.S. No. 176, Touzi No. 1072, Police Station: Rajarhat at present New Town, District: 24 Parganas now North 24 Parganas morefully described in the Schedule therein unto and in favour of Smt. Jayanti Halder the Owner in Sl. No. (2) herein therein referred to as the purchaser free from all encumbrances whatsoever.

**H)** Subsequently on the same day by another Bengali Sale Deed duly registered at the office of the District Sub- Registrar II, North 24 Parganas and recorded in Book No. 1, CD Volume No. 36, Pages: 3060 to 3079, Being No. 10449 for the year 2010, the said Panchu Gopal Ghosh, Rabindra Nath Ghosh and Manju Sil being the joint owners thereof therein referred to as the Vendors at the valuable consideration mentioned therein sold, transferred and conveyed a demarcated piece or parcel of Sali Land therein marked as Plot- 'B' measuring 05 Cottahs be the same a little more or less comprised in Part of C.S. Dag No. 217/423 under C.S. Khatian No. 63 corresponding to R.S. Dag No. 258 under R.S. Khatian No. 40, subsequently recorded in their respective names under L.R. Khatin Nos. 1092, 1094 & 1093 at Mouza Chandiberia, J.L. No. 15, R.S. No. 176, Touzi No. 1072, Police Station: Rajarhat at present New Town, District: 24 Parganas now North 24 Parganas morefully described in the Schedule therein unto and in favour of Bablu Halder the Owner in Sl. No. (1) herein therein referred to as the purchaser free from all encumbrances whatsoever.

**I)** Subsequently by another Bengali Sale Deed dated 10.11.2010 duly registered at the office of the Additional District Sub- Registrar Bidhannagar, Salt Lake City and recorded in Book No. 1, CD Volume No. 17, Pages: 13615 to 13634, Being No. 11085 for the year 2010, the said Panchu Gopal Ghosh, Rabindra Nath Ghosh and Manju Sil being the joint owners thereof therein referred to as the Vendors at the valuable consideration mentioned therein sold, transferred and conveyed a demarcated piece or parcel of Sali Land measuring 06 Cottahs be the same a little more or less comprised in Part of C.S. Dag No. 217/423 under C.S. Khatian No. 63 corresponding to R.S. Dag No. 258 under R.S. Khatian No. 40, subsequently recorded in their respective names under L.R. Khatin Nos. 1092, 1094 & 1093 at Mouza Chandiberia, J.L. No. 15, R.S. No. 176, Touzi No. 1072, Police Station: Rajarhat at present New Town, District: 24 Parganas now North 24 Parganas morefully described in the Schedule therein unto and in favour of said Bablu Halder the Owner in Sl. No. (1) herein therein referred to as the purchaser free from all encumbrances whatsoever.

**J)** Subsequently by another Bengali Sale Deed dated 12.11.2010 duly registered at the office of the Additional District Sub- Registrar Bidhannagar, Salt Lake City and recorded in Book No. 1, CD Volume No. 17, Being No. 11146 for the year 2010, the said Panchu Gopal Ghosh, Rabindra Nath Ghosh and Manju Sil being the joint owners thereof therein referred to as the Vendors at the valuable consideration mentioned therein sold, transferred and conveyed a demarcated piece or parcel of Sali Land measuring 05 Cottahs be the same a little more or less comprised in Part of C.S. Dag No. 217/423 under C.S. Khatian No. 63 corresponding to R.S. Dag No. 258 under R.S. Khatian No. 40, subsequently recorded in their respective names under L.R. Khatin Nos. 1092, 1094 & 1093 at Mouza Chandiberia, J.L. No. 15, R.S. No. 176, Touzi No. 1072, Police Station: Rajarhat at present New Town, District: 24 Parganas now North 24 Parganas morefully described in the Schedule therein unto and in favour of said Bablu Halder the Owner in Sl. No. (1) herein therein referred to as the purchaser free from all encumbrances whatsoever.

**K)** Subsequently and simultaneously on the same day on 12.11.2010 by three (3) other Bengali Sale Deeds all duly registered at the office of the Additional District Sub- Registrar Bidhannagar, Salt Lake City and recorded in Book No. 1, CD Volume No. 17, Being Nos. 11148, 11149 & 11159 all for the year 2010, the said Panchu Gopal Ghosh, Rabindra Nath Ghosh and Manju Sil being the joint owners thereof therein referred to as the Vendors at the

valuable consideration mentioned therein sold, transferred and conveyed **three (3) demarcated Plots of Sali Land adjacent to each other and each measuring 06 Cottahs be the same a little more or less** comprised in Part of C.S. Dag No. 217/423 under C.S. Khatian No. 63 corresponding to R.S. Dag No. 258 under R.S. Khatian No. 40, subsequently recorded in their respective names under L.R. Khatin Nos. 1092, 1094 & 1093 at Mouza Chandiberia, J.L. No. 15, R.S. No. 176, Touzi No. 1072, Police Station: Rajarhat at present New Town, District: 24 Parganas now North 24 Parganas morefully described respectively in the respective Schedules therein unto and in favour of said Bablu Halder the Owner in Sl. No. (1) herein therein referred to as the purchaser free from all encumbrances whatsoever.

**L)** In the manners of aforesaid respective purchase by dint of the aforesaid six registered Deed of Conveyances Being Nos. 10449, 11085, 11146, 11148, 11149 & 11159 all for the year 2010, the said Bablu Halder the Owner in Sl. No. (1) herein thus has become the owner of the Sali Land total measuring 34 Cottahs a little more or less and; by dint of the aforesaid registered Deed of Conveyance Being No. 10448 for the year 2010, the said Jayanti Halder the Owner in Sl. No. (2) herein thus has become the owner of the Sali Land measuring 05 Cottahs a little more or less and thus the Owners herein being the husband and wife are jointly seized and possessed of the total Sali Land admeasuring 39 Cottahs be the same a little more or less comprised in R.S. as well L.R. Dag No. 258, lying and situated at Mouza Chandiberia, Police Station: Rajarhat at present New Town, District: 24 Parganas now North 24 Parganas as the absolute owners thereof without being interrupted by any person whomsoever and or from any corner whatsoever and also free from all encumbrances whatsoever and; subsequently each of their names have been duly recorded with B.L. & L.R.O. Rajarhat in the manners such as name of the Owner in Sl. No. (1) is recorded under L.R. Khatian No. 1697 and the name of the Owner in Sl. No. (2) is recorded under L.R. Khatian No. 1698 and the Owners are paying rent or khajana to the State Government in each of their name under each of their respective Khatian; and subsequently each of their portion in the said Sali Land have been severally assessed by the Rajarhat Gopalpur Municipality and the name of said Bablu Halder has been mutated as the owner of Sali Land measuring 34 Cottahs a little more or less under Municipal Holding No. AS/ 277/ BL-C/ 13-14, and the name of said Jayanti Halder has been mutated as the owner of Sali Land measuring 05 Cottahs a little more or less under Municipal Holding No. AS/ 276/ BL-C/ 13-14, and the Owners herein are paying rates and taxes to the Municipality now Municipal Corporation in respect of each of their Holding.

**M)** Being desirous of development of the entire demised land under the First Schedule by way of construction of multi-storied buildings on and upon the said demised land hereunder the First Schedule consists with various numbers of self-contained residential flats, car parking spaces, shops and others by or through a reputed developer-builder well known to market having well expertisation of such work of development and construction work Housing Enclave/Complex etc., by a Development Agreement dated 23-05-2014, duly registered with the office of the Additional District Sub-Registrar Rajarhat, New Town, North 24-Parganas and recorded in Book No.I, Volume No. 09 Pages from 9786 to 9816, Being No. 05872 for the year 2014 the First Parties herein as the Landowners thereof appointed **M/s. Astdurga Construction Pvt. Ltd.** as the exclusive authorised Developer as well as the Agent of the First Parties and against the terms, conditions and stipulations mentioned therein thereby issued an exclusive license to the Developer to develop, construct and subsequently sell of the flats/car parking spaces/ shops/units in the building or buildings so to be constructed by the Developer on and upon the Owners said land hereunder the First Schedule save and except the "Owners' Allocations" as mentioned therein and the said Development Agreement is self-explanatory;

**N)** To facilitate the Developer for proper implementation of the terms and conditions of the said Development Agreement and to give true effect thereof by a Power of Attorney dated 23-05-2014 duly registered with the office of the Additional District Sub-Registrar Rajarhat, New Town, North 24-Parganas and recorded in Book No.-I, Volume No. 09 Pages from 9817 to 9827, Being No. 05873 for the year 2014 the First Parties herein therein referred to as the Principals appointed said **M/s. Astdurga Construction Pvt. Ltd.** and also Mr. Sanjay Gupta son of Mr. Gopal Prasad Gupta the nominated Director of the Developer Company herein as the Constituted Attorney of the Principals therein and by which empowered the said Attorney/s to act jointly or severally all acts, deeds, matters, things and to execute and register any

Agreement/s, Transfer Deed/s in respect of any portion, flat, floors, shops, car parking spaces and others under the Developer's Allocations under the Part-II of the Second Schedule written thereunder togetherwith undivided proportionate share of their Said Land under the First Schedule hereto written unto and in favour of intending purchaser/s at any price and against suitable lawful terms and conditions at their sole choice and discretion of the said Attorneys.

O) By virtue of the said 'Development Agreement' the Developer has after obtaining the physical possession of the said land from the Land owners prepared and obtained a Composite Building Sanction Plan from the Rajarhat-Gopalpur Municipality vide **B.P. SL. No. 938/14-15** and commenced the construction works of multi-storied buildings on and upon the Owners said demised land hereunder the First Schedule which is under progress.

### **ARTICLE - III** **ABSOLUTE RIGHT TITLE OF THE OWNERS-VENDORS**

The Owners-Vendors herein are the joint owners and seized and possessed of or otherwise well and sufficiently entitled to the subject property more fully and particularly mentioned, described, explained, enumerated, provided at and under the **FIRST SCHEDULE** hereunder written and enjoying the right, title and interest thereof free from all sorts of encumbrances, charges, liens, lispendenses, demands, claims, hindrances, attachments, debts, dues, acquisitions and requisitions whatsoever and without any interference, obstruction and disturbance whatever from any person whomsoever and corner and manner whatever save and except the rights conferred upon the Developer and created by the Owners-Vendors herein by and way of and under the terms and conditions of the said Development Agreement and the aforesaid General Power of Attorney and by all which they have appointed the Developer herein as the only and exclusive Agent of the Owners to execute all the work of development and completion thereof in respect of the Owners' Said Land under the First Schedule hereto.

### **ARTICLE - IV** **THE PROJECT**

1. The said **M/s Astdurga Construction Pvt. Ltd.** being the Developer as well the exclusive Agent of the **Owners-Vendors** shall construct erect and complete all the Buildings in all Blocks each block and/or building comprise of various Flats/Units/Apartments constructed spaces etc. capable of being held and/or enjoyed independently of each other and the car parking space commonly in common parking zone by the car parking space purchaser/s and the said Project has been named '**MEENA GRACIYA**' to be raised erected and constructed at or upon the **FIRST SCHEDULE** premises.

2. The Flats/Units/Apartments Constructed Spaces and Car Parking Spaces and other independent portions (save and except the common portions) at '**MEENA GRACIYA**' are enjoyable independently by such purchaser/s those who reserves the rights to enjoy the same by way of purchase under specific Agreement for Sale and under Deed of Conveyance/s and only upon the payment of the entire consideration thereunder.

### **ARTICLE V** **PURCHASER'S' INTEREST TO PURCHASE**

The Purchaser/s herein approached the Owners-Vendors and the Developer herein for having allotment and purchase of **ALL THAT** piece and parcel of the Unit/Flat **Bearing no. ....** on the ..... Floor, having measuring Carpet area about ..... Sq.ft. and Covered/Built-up area about .....Sqft, in the **Block - '.....'** Building alongwith a car parking space as under morefully and particularly mentioned, described, enumerated, provided and explained at and under the **SECOND SCHEDULE** hereunder written and as under together with the proportionate share of land contained at and under the said premises and together with the common areas, benefits, amenities, facilities and others thereof and the Owners/ Vendors herein and the Developer herein agreed to make such allotment on certain terms and

conditions that have been agreed to by and between the parties and are being recorded in writing herein.

**NOW IT IS HEREBY DECLARED THAT THE PARTIES HERETO HAVE AGREED AS FOLLOWS:-**

**1. ALLOTMENT:**

**1.1** The Purchaser/s herein agree/s to purchase and the OWNERS-VENDORS as well the DEVELOPER herein, agree to sell and allot to the Purchaser/s herein **ALL THAT** the Unit/Flat bearing No ..... on the ..... Floor measuring a **Carpet Area of .....** Sq.Ft., and salable or super built up area (as defined above) of ..... **sq. ft. little** more or less in the **Block – ‘.....’** Building and in the said ‘Housing Enclave’ **alongwith a car parking space** for parking measuring 135 Sqft. a little more or less of a small/medium size motor car in a space in the covered common car parking zone on the Ground Floor / Basement of the Building/s / in the Open Space within the premises that may be earmarked by the Developer herein morefully and severally mentioned and described in the Second Schedule hereunder written together with the undivided proportionate impartable share of land contained under the First Schedule at the said premises and together with common easement right to the common areas, benefits, amenities, facilities morefully described in the Third Schedule and others rights, benefits and appurtenances in connection to the Said Unit/Flat free from all encumbrances, charges, liens, lispenses, demands, claims, hindrances, attachments, debts, dues, acquisitions and requisitions whatsoever on the terms and conditions recorded herein.

**1.2** The Purchaser/s herein shall pay the agreed consideration, additional payments and deposits in the manner specified in and upon completion of such payments, the **SECOND SCHEDULE** property shall be deemed to allotted to the Purchaser/s subject to the Purchaser/s herein first complying with and/or performing the terms, conditions, covenants and obligations required to be complied with and/or performed on the part of the Purchaser/s herein and as under or as stipulated and enshrined under prevailing law.

**1.3** After completion of allotment as mentioned above, the Owners-Vendors and the Developer herein shall execute the Deed of Conveyance/s unto and in favour of the Purchaser/s in respect of the said Unit (the said Flat with said Car Parking Space) in the manner stated herein.

**2. PURCHASERS SATISFACTION.**

The Purchaser/s herein has/have independently examined or caused to be examined the following relating to the title and has/have fully satisfied himself/herself/ itself/ themselves about the same.

- a) The documents relating to the title of the premises;
- b) The Building Plan/s and/or modifications sanctioned and/or approved by the Rajarhat-Gopalpur Municipality;
- c) The respective right, title and interest of the Owners-Vendors and the Developer herein in respect of the premises;

**2.1** The Purchaser/s undertake/s and covenant/s as not to raise henceforth any objection or make any requisition regarding the above and also waive/s his/her/its/their right, if any to do so.

**3. CONSTRUCTION:**

**3.1** The construction of the Building/s including the said **SECOND SCHEDULE** property and the common parts and portions thereof, shall be carried out by the Developer herein.

**3.2** The Building/s and the common portions shall be constructed and completed as per the specifications (including any revisions thereto) mentioned as described, explained, and provided in the **FOURTH SCHEDULE** hereto.

**3.3** The materials of construction, promotion, building, development and erection of the Building/s including the said Flat with said Car Parking Space described in the **SECOND SCHEDULE** and the quality there of shall be such as be approved by the recorded Architect / Surveyor thereof.

**3.4** The Developer herein shall be entitled to make such changes, modification, additions, alterations and/or variations regarding the construction, erection, promotion, building and development and the specifications of the Building/s including the **SECOND SCHEDULE** property, the common portions as may be deemed necessary by the Developer herein and/or required by any authority including the Rajarhat-Gopalpur Municipality wherein the Purchaser/s hereby authorize/s the Developer herein in this regard and the knowledge or any further consent of the Purchaser/s herein shall not be required henceforth for the same. Such charges, costs, expenses etc. may be made by the Developer herein in consultation with the Architect/s. No claim or objection shall be raised by the Purchaser/s herein in this regard at any time.

**3.5** The decision of the Architect/s regarding the quality and specifications of the materials and the workmanship regarding construction shall be final and binding on the parties.

**3.6** The Purchaser/s herein before or after completion of the sale of the subject unit herein shall not for any reason, directly or indirectly, make or cause any obstruction, interruption, hindrance impediment, interference or objection in any manner relating to or concerning the construction or completion of the buildings by the Owners-Vendors as well the Developer herein and/or the Transfer sale of disposal of any Unit/s/ Flat/s/Car Parking Space/s or other portion/s of the said Building/s. In default, the Purchaser/s herein shall be responsible and liable for all the losses and damages, which the Owners-Vendors and the Developer herein may suffer in this regard.

**3.7** The Owners-Vendors and the Developer herein shall endeavor to construct, promote, built, develop and erect the said Unit/Flat and make the same ready for delivering possession thereof on or before the date mentioned in **PART-III** of the **FIFTH SCHEDULE** hereunder written subject to the Force Majeure and/or reasons beyond the control of the Developer herein, in which irresistible circumstances the time shall automatically stand extended and the Purchaser/s herein shall not be entitled to make or raise any objection or claim whatsoever in that regard.

**3.8** The Purchaser/s herein shall not in any manner interfere or hinder or obstruct the completion of the Project and/or the other Unit/s/Flat/s/Car Parking Space/s/and Other portion/s of the said Building/s or any part thereof by the Developer herein and/or the other prospective Purchaser/s hereof and shall further not be entitled to raise and make any objection whatever with regard to raising, constructing, promoting, building, developing and erecting and there upon any further storey and/or stories as above at and upon the roof/s of the building/s ought to be constructed, built, developed, promoted and erected and to lawfully use, enjoy, sell, demise, transfer, provide and give the same to any person whomsoever for any consideration and in any lawful manner whatsoever and till the said construction, erection, promotion, development and building of the said further storey and/or stories is not made and or completed, the roof/s of the said building/s shall be the property of the Developer herein as per the respective Allocations and upon the completion of the said construction, erection, promotion, development and building of the said further storey and/or stories the roof of the said building shall be under the use, occupation and possession of the Owners-Vendors and the Developer herein in the manner as kept, assigned and provided at and under the agreement/s and/or conveyance/s thereof meant for the transfer, alienation, grant, demise of the parts and portions of the subject premises and building/s standing and/or lying erected thereupon and further to make any further construction, erection, development, promotion and building at and around and adjacent to the subject project. The purchaser's rights of limited uses shall remain in the said ultimate roof and the purchaser consents to the same.

**3.9** The Owners-Vendors and the Developer herein shall further be entitled to acquire and own any further land property and/or properties at and around and adjacent to the subject property for the purpose of further development, construction, erection, building and promotion of Building/s whether commercial or residential. The prospective flat/apartment/space buyer/s of the adjoining plots shall also be entitled to use the common spaces, common areas, benefits, amenities of the project like community hall, gymnasium, club, swimming pool etc. if so to be installed by the Developer at the subject premises and the Purchaser hereby agrees and consents to such sharing of amenities.

**3.10** The Owners-Vendors and the Developer herein shall be entitled to make the Project in various phases consisting of various Blocks, if necessary and/or expedient at and under the choice of the Owners-Vendors / Developer herein, and it is agreed by the Purchaser/s herein that the common areas, facilities, amenities, benefits and entitlements of the Purchaser/s herein shall be confined strictly to the common areas, facilities, amenities, benefits and entitlements at and under the particular Block only at and under which the Purchaser/s herein shall be having its/his/her/their ownership and occupation and with respect to the other common areas, facilities, amenities, benefits and entitlements at and under the remaining common areas, facilities, amenities, benefits and entitlements remaining at and under the Project hereof the Purchaser/s herein shall be having limited rights and interest namely, for ingress and egress expedient, viable and necessary thereof.

#### **4. CONSIDERATION:**

The agreed consideration for sale, transfer, conveyance, alienation, grant, of the said Flat with said Car Parking Space as mentioned, described, numerated, provided and given in **PART- I** of the **FIFTH SCHEDULE** hereunder written shall be paid by the Purchaser/s herein to the Owners-Vendors / Developer herein in accordance with the payment schedule contained at and under **PART-II** of the **FIFTH SCHEDULE** hereunder written. Time for payment shall be the essence of the contract.

#### **5. ADDITIONAL PAYMENTS AND DEPOSITS:**

**5.1** Beside the agreed consideration, the Purchaser/s herein shall also pay to the Developer herein the additional payments as mentioned, explained, enumerated, provided and given at and under **PART-I** of the **SIXTH SCHEDULE** and also shall pay and deposits all as mentioned in Part – II of the Sixth Schedule hereunder written.

**5.2** In case the area of the flat is found to be increased after completion of constructions and if such addition in area is certified by the architect of the project, the Purchaser/s herein shall make the payment/s of consideration/s of such additional area at the rate at which the consideration/s is agreed hereto.

**5.3** The amounts of the additional payments and deposits shall be paid by the Purchaser/s herein within 15 days of the respective demand for the same on or before the date of possession whichever is earlier. In the event of the Developer herein being unable to quantify an amount at the initial stage, the Purchaser/s herein shall make payment on the basis of the estimates made by the Developer herein. In case of subsequent revision of estimates and/or upon quantification of the concerned amount(s) demanded by the Developer herein, the Purchaser/s herein shall pay the balance/ further amount(s) within 15 days of such demand.

**5.4** The Additional Payment and the deposits are an integral part of the transaction and non-payment/delayed payments thereof shall also result in default on in the part of the Purchaser/s and the Owners-Vendors and the Developer herein shall become entitled to exercise the rights on the Purchaser/s causing such default.

#### **6 POSSESSION:**

**6.1** Upon the said Unit/Flat shall be deemed to be ready for delivery of possession upon the same being completed internally in a reasonable habitable condition with reasonable ingress to and egress from the said Unit/Flat being provided along with temporary or permanent water, drainage, sewerage, electricity and lift facilities/connections, the Developer shall

thereafter issue a notice to the Purchaser/s herein called upon the Purchaser/s herein to take possession of the said Unit/Flat upon making payment of all dues and complying with all other outstanding obligations of the Purchaser/s herein at the relevant time even if any or some work in respect of the common areas, common amenities and common facilities are not till then completed in all respect. However the Developer shall cause to complete all the common portions and common facilities and as per program of constructional specification respectively mentioned in the Third and Fourth Schedule hereunder.

**6.2** The Purchaser/s herein shall be entitled to receive possession of the said Unit/Flat only upon prior payment of all his/her/their dues including the agreed consideration, the additional payments and deposits and also upon due compliance with and/or performance of all covenants, undertakings and obligations required to be complied with and/or performed on the part of the Purchaser/s herein in pursuance hereof or otherwise required by law. The obligation to make over possession of the said Unit/Flat shall arise only thereafter.

**6.3** In the event of the Purchaser/s herein not making full payment and/or not complying with any of his/her/their obligations and/or not taking possession of the said Unit/Flat within a period of 15 days from the date of issue of the notice under clause 6.1 hereinabove, the Purchaser/s herein shall be deemed to have committed default entitling the Owners-Vendors / Developer herein to exercise its rights on the Purchaser's/s' default.

**6.4** With effect from the date of possession the Purchaser/s herein shall be deemed to have fully satisfied himself /herself/themselves regarding the title of the property and the respective rights, title of the Owners-Vendors and the Developer and also regarding constructional-specifications, built up and super built-up area, workmanship, materials use and structural stability and completion of the Buildings, the common portions and the said Unit/Flat modification and accordingly shall not thereafter be entitled to raise any objection or make any claim regarding the same.

## **7. ALIENATION:**

**7.1** Until a Deed of Conveyance is executed unto and in favour of the Purchaser/s herein, the Purchaser/s herein shall not be entitled to mortgage (except in the case of the purchaser obtaining a home/housing loan from any recognized financial institution where Clause- C below shall be applicable) or encumber or alienate or dispose of or deal in any manner whatsoever with the said Flat with said Car Parking Space or any portion thereof and/or any right or benefit of the Purchaser/s herein in the said Flat with said Car Parking Space and/or under this Memorandum unless all the following conditions are complied with:

- a)** There has been no default whatsoever by the Purchaser/s herein in compliance with and/or performance of any of the Purchaser herein covenants, undertakings and obligations under this memorandum or otherwise.
- b)** The Purchaser/s herein has/have made full payment of the agreed consideration, the additional payments and deposits.
- c)** Prior consent in writing is obtained from the Developer herein regarding the proposed mortgage, encumbrance, assignment, disposal or alienation.

**7.2** After completion of the execution and registration of the Deed of Conveyance unto and in favour of the Purchaser/s herein, the Purchaser/s herein may deal with or dispose of or alienate the said Flat with said Car Parking Space in lawful manner and subject to the following conditions:

- a)** The said Flat with said Car Parking Space be one lot and shall not be partitioned or dismembered in parts. In case of sale, alienation, transfer, demise, and grant of the said Flat with said Car Parking Space unto and in favour of more than one buyer, the same shall be done in their favour jointly and in undivided shares.
- b)** The transfer, sell, grant, demise, and sale of the said Flat with said Car Parking Space by the Purchaser/s herein shall not be in any manner inconsistent with this Agreement and/or the Deed of Conveyance and the covenants contained herein and/or to be contained in the Deed of Conveyance shall run with the land and/or transfer and shall be

self-same manners and nature. The person(s) to whom the Purchaser/s may transfer/ alienate the said Flat and the said Car Parking Space shall be made bound by the same terms, conditions, covenants, stipulations, undertakings and obligations as applicable to the Purchaser/s herein by law and/or by virtue of this Agreement and/or the Deed of Conveyance.

c) All the dues including outstanding amounts, interest, maintenance charges, electricity charges, municipal and other taxes etc. relating to the said Unit/s payable to the Developer herein, the maintenance Agency, the Association and the Municipality are paid by the Purchaser/s in full prior to the proposed transfer/alienation. Such dues, if any shall in any event, run with such proposed transfer.

## **8. DOCUMENTS RELATING TO TRANSFER:**

The preparation of the Deed of Conveyance and the registration of the same shall be made by the Developer's Solicitors/Advocates and all expenses towards such preparation and such registration of such conveyance including of necessary stamps duty and registration fees together with all other miscellaneous and incidental costs shall be incurred by the purchaser/s and the Purchaser/s agrees with the same.

**8.1** The Purchaser/s agrees to sign and execute all other papers and documents that may be prepared by the Developer herein or by its Advocate in connection with and/or relating to the transfer of the said Unit/Flat.

**8.2** The Purchaser/s herein shall within 15 days of being required by the Owners or the Developer, may accept, execute, complete and deliver to the Owners-Vendors / Developer herein such executed documents, statements, declarations affidavits and authorities as be deemed reasonable by the such Advocate relating to the transfer envisaged hereinabove.

**8.3** At any time after the completion of construction of the said Unit/Flat, the Owners-Vendors /Developer herein or any of them may intimate to the Purchaser/s herein their intention of executing the Deed of Conveyance and the Purchaser/s herein shall within one month of such intimation comply with all his/her/their obligations which are necessary for the execution and registration of the Deed of Conveyance. In default, the Purchaser/s herein shall be responsible and liable for all losses and damages which the Owners-Vendors / Developer herein or any of them may suffer.

**8.4** The Owners-Vendors / Developer herein shall be required to execute the Deed of Conveyance and/or other papers and documents for transfer of the said Flat with said Car Parking Space only upon all the following conditions and obligations being satisfied and complied with by the Purchaser/s herein:

a) The agreed consideration, the additional payments and deposits are paid in full by the Purchaser/s herein.

b) The Purchaser/s herein is/are not in default in respect of any of his/her/its/their obligation/s.

c) All other amounts or dues payable by the Purchaser/s herein hereunder or in law in respect of the said Flat with said Car Parking Space are paid in full by the Purchaser/s including maintenance charges, electricity charges, municipal and other taxes and levies and other outgoings.

d) The Purchaser/s herein deposits with the Developer herein or the Advocate of the Developer, such estimated amount of stamp duty, registration fee with other statutory outgoings and other connected and miscellaneous expenses relating to the execution and registration of the Deed of Conveyance and/or requisite papers and documents in respect of the subject property under the Second Schedule.

## **9. RIGHTS:**

**9.1** The following rights are intended to be and shall be transferred in favour of the Purchaser/s herein at the time of completion of the transaction;



a) Transfer of the said Flat with said Car Parking Space to be constructed by the Owners-Vendors / Developer herein as described, explained, enumerated, provided and given in the **SECOND SCHEDULE** together with undivided impartable proportionate share of rights, title and interest in the land described in the **First Schedule** hereunder written;

b) Right of common use and enjoyment only in respect of the common portions mentioned, described, explained, enumerated and provided in the **THIRD SCHEDULE** hereunder written in common with the owner and/or occupiers of the other portions of the Building/s; save and except the portion of the open spaces reserved by the Developer en-marked for the car parking space for the open parking space purchasers only.

**9.2** Any of the following is not intended to and shall not be transferred unto and in favour of the Purchaser/s herein and the Purchaser/s herein shall have no right, title and interest whatsoever in respect thereof;

a) The roof of the Buildings at the Premises save and excepts limited common rights as stated in Third Schedule hereunder; since the entire roof of the building shall be held and possessed by the Developer who shall be entitle to raise additional floor/s on the said roof and shall be entitle to dispose off in any way to any person at its own discretion and the purchaser/s shall not be entitle to raise any objection thereat. The Developer shall also be entitled to display Hoardings, by way of Advertisement by fixing movable structures if necessaries for the said purpose on the roof and also on the parapate walls of the building keeping the structure stability unharmed. The Developer shall be exclusively entitled to all the revenues and or earnings coming out of such Hoardings and Advertisements and reciprocally shall be solely responsible to pay the taxes & levies, if any imposed by any authorities for displaying such Hoardings and or Advertisements.

b) Common Portions except the open and covered spaces in the Buildings and the Premises not included in the common portions mentioned in the **THIRD SCHEDULE** hereto.

c) Other flats/units, and the car parking space (either covered or open parking space) and other portions in the Buildings and/or at the said Premises.

d) Right of further construction on any part of the land comprised in the premises or raising of any additional Floor/Storey/ construction over the roof/s of the Building/s reserved under the Developer only.

**9.3** In respect of the properties and rights which are not intended to be transferred to the Purchaser/s as aforesaid, the Owners-Vendors and the Developer herein shall be entitled to use, utilize, transfer, alienate, part with possession, deal with or dispose of the same in any manner whatsoever on such lawful terms and conditions as shall deem fit and proper by them in their absolute discretion, without any reference to the Purchaser/s herein. The Purchaser/s herein hereby agrees to the same and undertakes not to raise any claim or create or cause to be created any obstruction or hindrance whatsoever regarding the same.

**9.4** Proportionate share of the Purchaser/s herein in respect of any matter referred to under this Memorandum shall be such as may be determined by the Owners-Vendors and the Developer herein and the Purchaser/s herein agrees and undertakes to accept the same notwithstanding there being minor variations.

**9.5** The right of the Purchaser/s herein regarding the undivided share shall be variable depending on further/additional constructions, if any, made by the Owners-Vendors and the Developer herein from time to time and the Purchaser/s hereby agrees and consents to the same. Any such variation shall not affect the agreed consideration and no claim can be raised regarding the same by the Purchaser/s herein.

**9.6** The Owners-Vendors and the Developer herein shall be entitled at all times to install, display and maintain its name and/or logo on the roofs of the Building/s and/or other areas in the Buildings or the premises by putting up hoardings, display signs, neon signs, lighted displays etc. without being required to pay any charges for the same and neither any of the

Unit/Flat/Car Parking owner and occupiers nor the Association or any other entity shall be entitled to object or to hinder the same in any manner whatsoever.

**9.7** The Developer herein may permit and/or grant rights to outside/third parties against payment of consideration charges to the Developer herein for setting up communication towers or other installations for mobile telephones, VSAT, Dish and/or other antennas and other communications and satellite systems on the roof/s of the Building/s and neither any of the Unit/Flat/Car Parking owner/s and occupier/s nor the Association or any other entity shall be entitled to object or to hinder the same in any manner whatsoever.

## **10. MAINTENANCE AND ENJOYMENT:**

**10.1** The Building and the premises shall initially be managed and maintained by the Maintenance Agency.

**10.2** After delivery of the possession of all the Unit/Flat / Car Parking Space/ Shop and other portions in the Buildings, the Owners-Vendors and the Developer herein shall take steps for formation of the Association. Any association, syndicate, committee, body or society formed by the Unit/Flat/Car Parking Owners and occupiers without the participation of the Owners/Vendors and the Developer herein shall not be entitled to be recognized by the Owners-Vendors and the Developer herein and shall not have any right to represent the Unit/Flat/Car Parking owner/s and occupier/s to raise any issue relating to the Building/s or the premises. The maintenance of the Building/s shall be made over or handed over to the Association by the Developer or its nominated/appointed Maintenance Agency and upon such making over the Association shall be responsible for the maintenance of the Building/s and the premises.

**10.3** The employees of the Maintenance Agency of the common purposes such as Watchmen, Security Staff, Caretaker, Liftmen, Sweepers etc. shall be employed and/or absorbed in the employment of the Association with continuity of service on the same terms and conditions of employment subsisting with the Maintenance Agency and the Purchaser/s herein hereby consents to the same and shall not be entitled to raise any objection thereto.

**10.4** The Purchaser/s herein shall from the date of possession use and enjoy the said Unit/Flat in the manner not inconsistent with his/her/their rights hereunder and without committing any breach, default or creating any hindrance relating to the rights of any other Unit/s/Flat/s/Car Parking Space/s and Other/s and/or any of Owners-Vendors and the Developer herein Party herein.

**10.5** All costs, charges and Expenses relating to the formation and functioning of the Association shall be borne and paid by all Unit/Flat/Car Parking Owner and occupiers of the Buildings including the Purchaser/s herein.

**10.6** The rules and regulations of the Association shall not be inconsistent and/or contrary to the provisions or covenants contained herein which provisions and covenants shall, in any event, have an overriding effect.

**10.7** The rights of Owners-Vendors and the Developer herein, the Maintenance Agency and the Association relating to certain matters are more fully and particularly mentioned, described, enumerated, provided, given and specified in the **SEVENTH SCHEDULE** here-under written and/or given and the same shall be binding on the Purchaser/s herein.

**10.8** The obligations and covenants of the Purchaser/s herein in respect of the user, maintenance and enjoyment of the said Unit/Flat, the common portions, the Building/s, and the premises including payment of maintenance charges, electricity charges, municipal and other taxes and other outgoings are more fully and particularly mentioned, described, enumerated, provided, given and specified in the **EIGHTH SCHEDULE** hereunder written to and the same shall be binding on the Purchaser/s herein. It is expressly made it clear that in the event of the Purchaser/s herein not taking possession of the said Unit/Flat within 15 days of the issue of notice under clause 6.1 hereinabove, the liability of the Purchaser/s to make payment of all costs, expenses and outgoings in respect of the said Unit/Flat including the maintenance charges, electricity charges, municipal and other taxes and other outgoings shall immediately

commence thereafter from the 16<sup>th</sup> day of notwithstanding anything to the contrary contained, explained, enumerated, provided and given in the **EIGHTH SCHEDULE** hereunder written or elsewhere in this memorandum. Such liability shall continue till the same is paid by the Purchaser/s herein or the Agreement is cancelled/terminated.

#### **11. DEFAULT:**

**11.1** Failure to make payment of any amount payable by the Purchaser/s herein under these presents being the agreed consideration and/or the additional payments and/or deposits or otherwise within the specified time, or within 7 (seven) days of demand if no time is specified, shall amount to a default entitling the Owners-Vendors and the Developer herein to exercise all or any of the Rights on the Purchaser's/s' default.

**11.2** In non-compliance of any of the terms, conditions, covenants, undertakings, stipulations restrictions, prohibitions and obligations of the Purchaser/s herein including the obligations to make payment and deposit all the amounts under these presents by the Purchaser/s within the time stipulated hereto, the Owners-Vendors and Developer herein shall be entitled to exercise all or any of the Rights on the Purchaser's/s' default.

**11.3** The Rights of the Owners/Vendors and or the Developer to take steps on the Purchaser's/s' default are independent to each other and not alternative to each other and more than one of the said rights may be simultaneously exercised and/or enforced by the Owners-Vendors and the Developer herein regarding any default on the part of the Purchaser/s herein.

**11.4** If the Purchaser/s fails to fulfill his/her/their obligations under this agreement, the Owners-Vendors and the Developer herein shall have exclusive liberty to cancel this Agreement upon a prior 7 (seven) days notice to the Purchaser/s and shall be entitled to forfeit 3% of the total agreed consideration of the subject Flat with said Car Parking Space and refund the balance without paying any interest to the purchaser/s within 3 (three) months from the date of such cancellation and the Owners-Vendors and the Developer in that event immediate after such cancellation shall have full liberty to enter into a fresh booking and or agreement in respect of the subject unit with any intending purchaser or purchasers at its own choice and discretion after intimating to the Purchaser/s of such matter of cancellation and the Purchaser/s herein hereby agreed with and consent to the same. The Notice served by the Owners-Vendors or the Developer to the Purchaser/s either by hand delivery or by Speed Post in this respect shall be treated as the Owners-Vendors' as well the Developer's obligation in this regard is fulfilled.

**11.5** In case of default by Owners-Vendors and the Developer herein, the Purchaser/s herein shall be entitled to claim specific performance.

#### **12. FORCE MAJEURE:**

In the event of any delay by the Owners-Vendors and the Developer herein in fulfilling any of their obligations herein due to any of the circumstances defined above as the Force Majeure and/or reasons beyond the control or reasonable estimation of any of the Owners-Vendors and the Developer herein, then in such an event the time for the relevant matter shall stand extended and the Owners-Vendors and the Developer herein shall not be liable for any interest or damages for such delay if any due to any of the reasons thereunder.

#### **13. MISCELLANEOUS:**

**13.1** The Project and the Building to be constructed at the said premises have been named '**MEENA GRACIYA**' and the same shall remain unaltered.

**13.2** Simultaneously with the signing of this Agreement by all the parties participating hereto, all previous oral and written assurances, representations, brochures, correspondence, if any shall be deemed to be invalid and terminated. Any mutual modification or variation of any terms and conditions recorded in this Agreement shall be valid only if the same is made in writing by all the parties hereto.

**13.3** Any delay for the time being in exercising and or enforcing any of the rights by the Owners-Vendors and the Developer herein compelling the Purchaser/s or any other Unit/Flat/Car Parking owner/s and occupier/s to perform the Purchaser/s' obligations under these presents shall not amount to any waiver of any of the rights of the Owners-Vendors and the Developer herein available to them under the terms and conditions of these presents.

**13.4** In respect of any of the rights and or objection/obstruction of the Owners-Vendors and the Developer herein or any of them as against or towards the Purchaser/s, it shall be sufficient if the Developer herein take any steps and/or issue notices regarding the same and it shall not be necessary for all the Owners-Vendors herein to take any step jointly or independently since the Developer herein have been appointed jointly by all the Owners-Vendors herein as their exclusive agent and authorized representative by an under the said Development Agreement. It shall however be necessary for the Purchaser/s herein to give notice and deal with each of the Owners-Vendors / Developer herein individually and separately.

**13.5** The terms and conditions between the parties have been agreed at and this Memorandum is being executed at the office of the Owners-Vendors / Developer herein.

**13.6** The Purchaser/s shall have no connection whatsoever with any of the other Unit/Flat/Car Parking Space/s and particularly and specifically with any of the commercial unit and or with the entire commercial portions and there shall be no privities of contract or any agreement or arrangement as amongst the Purchaser/s herein and the other Unit/Flat/Car Parking Space Owner and occupiers (either express or implied) and the Purchaser/s herein shall be responsible to the Owners-Vendors / Developer herein for fulfillment of the Purchaser/s' obligations irrespective of non-compliance by any other Unit/Flat/ Car Parking Space and other portion-Owner and occupiers.

**13.7** If at any time hereafter there be imposition of or enhancement in any tax including GST, duty, levy, surcharge, charge or fee under any statute, rule or regulation on the premises, the building/s and/or the said Flat with said Car Parking Space or on the transfer, alienation, grant, demise and Sale of the said Flat with said Car Parking Space, the same shall be borne and paid by the Purchaser/s herein proportionately or wholly as the case may be, without raising any objection thereto, within 7 days of demand being made by the Owners-Vendors / Developer herein from the notification date and the Owners-Vendors / Developer herein shall not be liable for the same.

**13.8** The Purchaser/s herein shall be responsible for and shall make harmless and indemnify and shall further ever cause to keep indemnified the Owners-Vendors/Developer herein, maintenance agency and/or the Association from and against all actions, claims, demands, proceedings, damages, costs, charges, expenses, occasioned relating to the premises or any part of the Building/s or to any person due to any negligence or any act deed thing or omission made done or occasioned by the Purchaser/s herein and/or the servants, agents, licensees or invitees of the Purchaser/s herein and/or any person/s, mortgage/lessee and/or others claiming any such under or through the Purchaser/s herein.

**13.9** Further the Purchaser/s herein shall be entitled to the said Flat with said Car Parking Space and the proportionate share of land to the extent of the said Unit/Flat hereunder intended for transfer, sell, demise, grant and provide common easement rights in respect to the common areas, facilities, amenities, benefits and entitlements as provided or shall be stipulated by the Developer at and under which the Purchaser/s herein shall be having its/his/her/their ownership and occupation and keeping harmless and indemnified the Owners-Vendors / Developer herein and also the open space car parking owner/s as the case may be, shall be having the discretion to alienate, transfer, demise, and grant the same to any person whomsoever of his/her/their choice but in self-same nature of terms, conditions, covenants, stipulation and reservations as provided hereunder and as shall be made in the final Deed of Transfer for completion of this transaction.

**13.10** The Developer herein has offered to setup a Club within "MEENA GRACIYA" The area of the said Club consisting a Swimming Pool, Community Hall and Multi-gym centre with standard club features. The membership in the said club is compulsory for each flat owner. The

Developer herein and/or the Association and/or the Maintenance Company for the time being in force shall be the sole authority regarding the formulations of the rules, regulations thereof, numbers of membership and the allotment of membership of the said Club and the use and occupation of the said Gymnasium and Games and that shall be under such terms and conditions as may be decided by the Developer. The Developer herein and/or the Association and/or the Maintenance Company for the time being in force shall also be entitled to revise the club user charges. The annual membership charge has been fixed by the Developer at Rs. 3,000/- for the commencing period.

**13.11** Membership rules shall be decided and made under the sole authority of the Developer herein and/or the Association and/or the Maintenance Company for the time being in force who shall be fully entitled to allot the memberships of the said club to the unit holders including the outsiders, residents of the adjacent buildings and or the adjacent Enclaves/Projects/, if so be developed by the Developer herein.

**13.12** The display of “**MEENA GRACIYA**” in any manner may be erected in any of the **BLOCK** inside Enclave.

**14. NOTICE:**

All notices shall be sent by registered post/speed post with acknowledgement due at the last notified address of the addressee and shall be deemed to be served on the fourth day after the date of such dispatch.

**15. ARBITRATION:**

If any disputes or differences arises between the parties implementing this agreement or facing true interpretation to the terms herein, the same shall be referred to an Advocate or Arbitrator chosen by the parties hereto or such separate one or two Advocates or Arbitrators selected by each of the party with the right to appoint umpire, whose decision and award as envisaged in Indian Arbitration And Conciliation 1996 and its modifications for the time being enforce shall be final, conclusive and binding on both the parties.

**16. JURISDICTION:**

The High Court at Kolkata and Courts sub-ordinate thereto shall exclusively have jurisdiction to entertain try and determine all actions, suits, and proceedings arising out of non-performance or breach of terms and conditions of these presents by either of the parties hereto.

**THE FIRST SCHEDULE ABOVE REFERRED TO:**  
(The “Said Land”/”Demised Land” Owned by the First Party herein)

ALL THAT piece or parcel of Sali now converted into Bastu Land total admeasuring or containing an area about **39 Cottahs** be the same a little more or less comprised in part of R.S. as well L.R. Dag No. 258, lying and situated at Mauza Chandiberia, J.L. No. 15, Touzi No. 1072, R.S. No. 176, under R.S. Khatian No. 40, presently recorded under L.R. Khatian Nos. 1697 & 1698, within the ambit of the B.L. & L.R.O. Rajarhat, with common easement rights in all common passages and all the rights and benefits in connection thereto, Police Station: New Town formerly Rajarhat, Municipal Holding Nos. AS/277/B L-C/13-14 & AS/276/BL-C/13-14, Ward No. 30 (old) now 21 of the Rajarhat Gopalpur Municipality now Bidhannagar Municipal Corporation, Sub- Registration Office: Additional District Sub-Registrar Bidhannagar (Salt Lake City) at present under A.D.S.R. Rajarhat, New Town, District: North 24 Parganas. The said Plot is butted and bounded as follows:

- |              |                                      |
|--------------|--------------------------------------|
| ON THE NORTH | : By R.S. Dag No. 254;               |
| ON THE SOUTH | : By Bagjola North Cannel Side Road; |
| ON THE EAST  | : By Part of R.S. Dag No. 258;       |
| ON THE WEST  | : By R.S. Dag No. 459;               |

**THE SECOND SCHEDULE ABOVE REFERRED TO:**

**PART-I**

**'SAID UNIT/FLAT'**

ALL THAT a self-contained Residential Flat being Flat No. .... on the ..... floor, measuring a **Carpet Area of .....Sq. Ft.**, Covered/Built-up area about ..... **sq. ft.** and salable or super built up area (as defined above) of ..... **sq. ft.** more or less consisting of ..... (.....) Bed Rooms, 1 (one Living-cum-Dining space, 1 (One) Kitchen, 2 (two) Toilet/s, 1 (one) Verandah in the Block – '.....' Building with undivided proportionate share of land written in the First Schedule hereinabove and common easement rights in specified common areas and facilities described in the Third Schedule hereunder and in the said Residential-cum-Commercial Building and also in the said Housing Enclave named "**MEENA GRACIYA**" and at the Said Premises.

**PART II**

**SAID CAR PARKING SPACE**

ALL THAT a **Car Parking Space** measuring **135 sq. ft.** little more or less for right to park one medium size motor car hereby agreed to be purchased by the Purchaser for use and enjoyment in common manners within Covered Common Car Parking Zone on the Ground floor / Basement / within Open Car Parking Zone and in any portion therein as shall be specified and be allotted by the Developer at its sole discretion within the said Enclave namely '**MEENA GRACIYA**' at the Said Premises within the said First Schedule land.

**THE THIRD SCHEDULE ABOVE REFERRED TO:**

**(COMMON PORTIONS)**

**SECTION - A:**

1. The land measuring **39 (Thirty Nine)** Cottahs a little more or less on which the buildings known and named as "**MEENA GRACIYA**" and all easements and quasi-easement rights and appurtenances belonging thereto save and except the portion of the open space enmarked and reserved by the Developer herein for providing open car parking spaces to such purchaser/s intending to purchase the same.
2. Foundation beams, vertical and supports main wall, common walls, boundary walls, main entrance/gates of the said project at the said premises.
3. Main gate of the said premises and common passages from main road to the Enclave and leading to the staircase of the ground floor of the said Building/Block for ingress and egress.
4. Installation of common services namely, electricity, water pipes, sewerage, rain water pipes.
5. Water pump with motor and pump house.
6. Limited rights of the ultimate roof for the purpose of; smooth water supply from overhead reservoir to the flats/units, smooth outlet of rain water, etc. and also for repairing and maintenance purpose only for the smooth enjoyment of all the units by all the co-owners/co-occupiers of the building.
7. Drainage, Septic Tank on the Ground floor including all external sewage pipes and water pipes for the use of all owners of the building.
8. 24 hours supply of water from overhead tank to the respective flats.
9. Common Staircases lift, landing, lobbies etc.

10. Lighting in the common spaces, passages, staircases, lift, including fixtures and fittings.
11. Common electric meter boxes.
12. Open space surrounding the said building at the said premises (save and except the portions of open spaces enmarked and reserved by the Developers and or its respective nominee/s for open space car parking.
- 13) Club with Swimming Pool, Multi-gym facilities and Community Hall subject to obtaining membership upon payment for the purpose thereof as agreed hereto.
- 14) Common toilets in the Ground Floor.
- 15) Security Guard Room/Outpost.
- 16) All other part of the said building necessary for its existence maintenance and safety for normally in common use of the Purchasers with the Landowners/Vendors herein and the Developer herein and other co-owners of the respective Unit/Flat save and except other portions, exclusively under the Developer herein or its nominees and also save and except the provisions and reservations made in favour of the Developer herein and stated in the Purchasers' covenants portion hereinabove.

**SECTION B:**

**(COMMON INSTALLATIONS FOR WHICH THE PROPORTIONATE ADDITIONAL SEPARATE COSTS ARE TO BE PAID BY THE PURCHASER/S)**

1. Stand-by diesel generator set of reputed make of requisite capacity for enlighting the common area, for operation pump and for supply of power in the said Unit/s to the extent of quantum required and/or in the other Units during power failure and generator room, if any, in the ground floor of the building.
2. Transformer for the complex including the space for the transformer.
3. Other areas and installations and/or equipments if so provided by the Developer in the Building and/or the Premises, at extra cost, for common use and enjoyment such as CC TV, EPABX, Intercom, Cable TV connection, Internet Connection, Telephone lines, Gas lines etc. and other common amenities and facilities for common uses.

**THE FOURTH SCHEDULE ABOVE REFERRED TO:  
(SPECIFICATION)**

**1. DOOR & WINDOW:**

All doorframes (size 4"x 2 ½" ) would be made of Sal/Hard wood, doors shutter would be flush doors made of commercial ply (Brahmaputtra ply or similar brand), all doors thickness 32 mm fitted with cylindrical locks. Main door would be fitted with Godrej night latch lock. All windows would be made of natural colour alluminium sliding (two tracks) transparent plain white glass without any grill. All doors would be painted with white enamel paint (Berger Co., ICI or similar brand).

**2. FLOORING:**

All Bed Rooms, Dinning-cum-Living, and would be finished with Ivory Vitrified tiles (24" X 24") flooring and 4" skirting. Bath-room, Kitchen & Balcony would be finished with Ivory Ceramic tiles (12" X 12") flooring. The walls of the Toilets/Bathrooms would finish with white glazed tiles in 60" height. Roof would be finished with roof tiles.

**3. SANITARY & PLUMBING:**

Standard Toilet would be provided with C.P. Shower, one EWC white commode (Parryware or other similar brand) with P.V.C. cistern (Reliance Co.). All taps & C.P. fittings of Essco or

similar brand (base model). There would be concealed line and geyser line in bathrooms. There would be one basin in common toilet (18"x12") Parryware or other similar brand) in each flat.

**4. KITCHEN:**

Black Granite counter top, Stainless steel sink (17" x 20"), glazed wall tiles up to 2 ft above black granite counter.

**5. ELECTRICAL WORKS:**

- a. Concealed wiring in all flats (Copper electrical wire, Rajdhani or J.J.)
- b. Each flat will be provided with the following electrical points:

(All switches modular type, Mylinc of legrand or other similar brand )

- i) Bed room (each) 2 Light points  
1 Fan point  
1 Plug point (5 Amp.)
- ii) Dining/Drawing 2 Light points  
1 Fan points  
1 Plug points (15 Amp.)  
1 TV Power point  
1 Cable Point without Wire  
1 phone Point without Wire
- iii) Kitchen 1 Light point  
1 Exhaust Fan Point  
1 Plug point (15 Amp.)
- iv) Toilet 1 Light point  
1 Exhaust Fan Point  
1 Plug point (15 Amp.) for Geyser
- v) Verandah 1 Light point
- vi) Entrance 1 Door Bell point

- 6. WATER : Overhead water tank is to be constructed for supply of water (24 hours).
- 7. PAINTING : Plaster of Paris inside walls.
- 8. OUTSIDE PAINTING : Snowcem 2 coats painting.
- 9. RAILING OF STAIR CASE : Railing of iron.
- 10. STAIR CASE PAINTING : Plaster of Paris.
- 11. LIFT : One MCD (Manual Collapsible Door) lift in each Block.

**THE FIFTH SCHEDULE ABOVE REFERRED TO:**  
**PART I**

**AGREED CONSIDERATION:**

Consideration for the Undivided proportionate share of land under the First Schedule and for construction and completion of the said Flat under the Second Schedule:

Rs.

Consideration for the said Car Parking Space under the Second Schedule:

Rs. \_\_\_\_\_

**Total Agreed Consideration for the Flat & Carparking Space:**

Rs. \_\_\_\_\_

(Rupees.....)  
.....) only and payable as per payment schedule hereunder (Excluding GST).



**PART II**  
**PAYMENT SCHEDULE**

The Agreed Consideration mentioned in **PART-I** above is to be paid to the Developer and the Owners-Vendors through the Developer herein in the following manner:

1. At the time of booking	Rs.1,00,000/- + GST
2. Within 20–30 on execution of Agreement for sale (After deduction of booking amount)	20% of the total price + GST
3. Within 50 – 60 days of booking	10 % of the total price + GST
4. At the time of Basement roof casting	10 % of the total price + GST
5. At the time of ground floor roof casting	10 % of the total price + GST
6. At the time of 1st floor roof casting	10 % of the total price + GST
7. At the time of 2nd floor roof casting	10 % of the total price + GST
8. At the time of 3rd floor roof casting	10 % of the total price + GST
9. At the time of 4th floor roof casting	05 % of the total price + GST
10. At the time of 5th floor roof casting	05 % of the total price + GST
11. At the time of Brick Wall & Plaster	05 % of the total price + GST
12. Balance Before Possession of Flat	05 % of the total price + GST

**PART – III**

The estimation date of making subject Unit/Flat ready for the purpose of delivery of possession is ..... with a grace period of 6 (Six) months and also subject to Force Majeure.

**PART – IV**

- i. Extra work, if any desired by the Purchaser shall be extra chargeable. Tax as applicable is levied.
- ii. Calculation of saleable area of the flat = (Covered area + Proportionate share of lobby, lift & stair) + 25% service area for other common area amenities viz. - septic tank, overhead tanks, underground reservoir, open spaces, passages, lift room, common toilet, caretaker room, community hall, etc.).
- iii. It is also noted that after completion of the building, the area of the flat may be increased or decreased upto 5% against mentioned areas and the purchaser shall abide by the same without raising any objection.
- iv. No deduction for any removal/non requirement of partition wall, window, grill and bathroom.
- v. In case of any development charges/work contract tax/abetment fees/GST, other GST & duties if imposed in future by the statutory authorities, the same shall be borne by the purchaser.

**THE SIXTH SCHEDULE ABOVE REFERRED TO:**

**PART-I**

**ADDITIONAL MANDATORY COSTS PAYABLE BY THE PURCHASER/S TO THE DEVELOPER HEREIN:**

- a) Any tax or levy as may be applicable like GST & VAT as are applicable at present and also may be imposed by the government for the time being in force.
- b) Stamp duty, registration fee and all other taxes, levy, miscellaneous and other allied expenses relating to these presents and also charges of Advocate/Solicitor of the Developer for preparation of the Deed of Conveyance/s and all other papers and documents that may be required to be executed and/or registered in pursuance hereof and/or relating to the said Flat with said Car Parking Space and additional stamp duty, additional registration fee, if any that may be imposed in this regard at any time.
- c) Charges levied by the Developer herein for any additional or extra work done or any additional amenity or facility provided or any variation made in the said Unit/Flat.

- d) Cost of obtaining and providing electricity connection payable by the Purchaser/s at the agreed rate of Rs.10,000/-(Rupees Ten Thousand) only and the cost for the individual meter and the load connection for the Unit/s/Flat/s/Car Parking Space/s/ and Space/s however shall be taken separately as and when the Developer-Vendor herein receives the estimates from the electrical contractor.
- e) Installation of main meter or transformer/electrical equipments costs, non-refundable deposits and others: Rs 60,000/- Before taking over the possession and non refundable.
- f) **Power Backup Charges:**  
For (2 Bed rooms – 400 Watts) Rs.45,000/-;  
For (3 Bed rooms – 600 Watts) Rs.50,000/-;
- g) Legal Charges (Agreement for Sale) Rs.10,000/-;
- h) Intercom connection (with Telephone base model) Rs.5,000/-;
- i) One time Registration charge for Club Membership (beside annual membership fees of Rs. 3,000/-): Rs.50,000/-

All such agreed costs mentioned in item nos. (a) to (i) above togetherwith GST//Service Tax wherever are applicable shall be paid by the Purchaser/s to the Developer herein before possession.

#### **PART-II**

#### **DEPOSITS PAYABLE BY THE PURCHASER/S HEREIN TO THE DEVELOPER /VENDOR HEREIN:**

##### **Maintenance Charges (Excl. GST):**

- i) A six months Security deposit to be paid in advance to the Developer on account of the Common Maintenance Cost payable by the Purchaser/s per month @Rs. 2.50 per square feet w.e.f. the date of possession which shall be refunded by the Developer after hand over the project by developer to the "Owners' Association"/ "Syndicate"/ "Maintenance Committee" after adjusting there from all dues if there would be any on account of such purposes.
- ii) A sum of Rs. 10,000/- (Ten Thousand) only as and by way of Security Deposit towards the common maintenance charges which will bear no interest and will be adjusted to the credit of or refunded to the purchaser/s on the determination of the Agreement, if so by any reason whatsoever.
- iii) Prior to obtain possession, pay and deposit a sum of Rs.10,000/- only to the Developer as a Security Deposit towards temporary consumption of electricity for his/her/their own flat from the Main Service connection and such deposit shall be refunded by the Developer to the Purchaser/s after installation of the individual meter in the name of the Purchaser/s by the WBSEDCL after adjusting there from all dues if there would be any on account of such purposes.
- iv) The actual amount of Security Deposit and cost of installation charged by the WBSEDCL Authority is payable by the purchaser.

#### **THE SEVENTH SCHEDULE ABOVE REFERRED TO:**

#### **'RIGHTS OF THE OWNERS-VENDORS HEREIN/DEVELOPER HEREIN, MAINTENANCE AGENCY AND ASSOCIATION'**

- a) Apportionment of any liability of the Purchaser/s herein in respect of any expenses, taxes, dues, levies or outgoings payable by the Purchaser/s herein pursuant to these presents or otherwise shall be done by the OWNERS/VENDORS herein/Developer herein whose decision shall be final and binding on the Purchaser/s.
- b) The maintenance charges payable by the Purchaser/s herein with effect from the date of possession at the rate as has been fixed and stated above to be paid by the Purchaser/s within seventh day of every English Calendar Month and shall be payable periodically. In the event of the Purchaser/s herein not taking over possession of the said Flat with said Car Parking Space and or any part thereof within the time fixed in the notice calling upon him to

take possession, the maintenance charges shall become payable by the Purchaser/s herein with effect from the date of expiry of the said period of such notice **PROVIDED THAT** until all payments due under this Memorandum are made by the Purchaser/s herein no right of whatsoever nature shall or can accrue in favour of the Purchaser/s herein in respect of the said Flat with said Car Parking Space.

**c) After completion of the project and handover thereof by the Developer and the Owners-Vendors to the Maintenance Agency / Association,** the Maintenance Agency/ Association shall be entitled to revise and increase the maintenance charges from time to time and the Purchaser/s herein shall not be entitled to object thereto.

**d)** The Developer/ Maintenance Agency/Association for the time being in administration shall be entitled to withdraw, withhold, disconnect or stop all services, Facilities and utilities to the Purchaser/s herein and/or the said Unit/Flat including water supply, electricity, user of lift etc, in case of default in timely payment of the maintenance charges, electricity charges, municipality taxes, common expenses and/or other payments by the Purchaser/s herein after giving 15 days notice in writing.

**THE EIGHTH SCHEDULE ABOVE REFERRED TO:**  
**'PURCHASER'S/S' COVENANTS'**

1. On and from the date of possession, the Purchaser/s herein agree/s, undertake/s and covenant/s to:

**a)** Comply with and observe the rules, regulations and byelaws framed by Maintenance Agency/Association from time to time.

**b)** Permit the OWNERS-VENDORS herein/Developer herein, Maintenance Agency and Association and their respective men agents and workmen to enter into the said Unit/Flat and the said Car Parking Space for the Common Purposes or the Project;

**c)** Deposit the amounts for various purposes as required by the Owners-Vendors herein/Developer herein/Maintenance Agency or the Association;

**d)** Use and occupy the said Unit/Flat only for the purpose of residence;

**e)** Use the common Portions without causing any hindrance or obstruction to other Unit/s/Flat/s/Car Parking Space/s/ and Space/s Owner and occupants of the Buildings;

**f)** Keep the said Unit/Flat/Car Parking Space and all the connecting walls, sewers, drains pipes, cables, wires, entranced and main entrance serving any other Unit/Flat in the Building/s and/or in the premises in good and substantial repair and condition so as to support shelter and protect and keep habitable the other Unit/Flats/parts of the Building/s;

**g)** In particular and without prejudice to the generality of the foregoing, not to make any from of alteration in or cut or damage the beams and columns passing through the said Unit/Flat or the Common Portions for the purpose of making changing or repairing the concealed writing and pipelines or otherwise;

**h)** Use and enjoy the limited and specified Common Portions only to the extent required for ingress to and egress from the said Unit/Flat of men materials and utilities;

**i)** Sign and deliver to the Owners-Vendors herein/Developer herein all papers applications and documents for obtaining separate electric meter or electricity connection for and in respect of the said Unit/Flat from the WBSEB whatever the case may be in the name of the Purchaser/s and until the same be obtained, the Owners-Vendors herein/Developer herein shall provide or cause to be provided reasonable quantum of electricity from their own sources and install at the cost of the Purchaser/s herein an electric sub-meter in or for the said Unit/Flat and the Purchaser/s herein shall pay all charges for electricity shown by such sub-meter as consumed in or relating to the said Unit/Flat;

**j)** Bear and pay the common expenses and other outgoings in respect of the premises proportionately and the said Flat with said Car Parking Space wholly;

**k)** Pay the municipal and all other rates taxes levies duties charges and impositions outgoings and expenses in respect of the Building and the Premises proportionately and the

said Unit/Flat wholly and to pay proportionate share of such rates and taxes payable in respect of the said Unit/Flat until the same is assessed separately by the Municipality;

- l)** Pay for other utilities consumed in or relating to the said Flat with said Car Parking Space;
- m)** Allow the other Unit/s/Flat/s/Car Parking Space/s/ and Space/s Owner the right to easements and/or quasi-easements;
- n)** Regularly and punctuality make payment of the Common Expenses, Maintenance Charges, Municipality Taxes and other payments mentioned herein within seven days of receipt of demands or relevant bill, whichever be earlier; and
- o)** Observe and comply with such other covenants in respect of the common purposes as be deemed reasonable by the Owners-Vendors herein/ Developer herein and subsequently by the Association/Holding Organisation for the time being in administration.

**2.** FURTHER On and From the Date of Possession, the Purchaser/s agrees and covenants:

- a)** Not to put any nameplate or letter box or neon-sign or board in the Common Portions or on the outside wall of the Buildings save at the place as be approved or provided by the Developer herein provided. However, that nothing contained herein shall prevent the Purchaser/s to put a decent nameplate outside the main door of the said Unit/s/Flat/s;
- b)** Not to install any additional window or any grill box or fix grill or ledge or cover or any other apparatus encroaching or infringing outside or the exterior part of the said Unit/Flat or any portion thereof;
- c)** Not to decorate the exterior of the Building/s otherwise than in the manner agreed by the Developer herein in writing or in the manner as near as may be in which it was previously decorated;
- d)** Not to deposit or throw or permit to be deposited or thrown any rubbish or refuse or waste in or around the staircase, lobby, landings, lift or in any other common areas previously decorated;
- e)** Not to store or allow any one to store any goods articles or things in or around the staircase lobby landings or other common areas or installation of the Building/s;
- f)** Not to commit or permit to be committed any alteration or charges in pipes, conduits, cables and other fixtures and fittings serving the other Unit/s/Flat/s/Car Parking Space/s/ and Space/s in the Building/s;
- g)** Not to claim any right over and/or in respect of the roof (except the right to use and enjoy the portion of the roof which is directly above the said Unit/Flat) or any open land at the premises or in any other open or covered areas of the Building/s and the premises reserved or intended to be reserved by the Developer herein for its own exclusive use and enjoyment and not meant to be a common area or portion and not obstruct any Development or further development or additional construction which may be made by the Developer herein or on any part thereof (except on that portion of the roof which is directly above the said Unit/Flat);
- h)** Not to permit installation of any new window, door, opening doorway path passage drain or other encroachment or easement to be made or acquired in against out of or upon the said Unit/Flat without the prior consent in writing of the Developer herein and/or the Association for the time being in administration;
- i)** Not to park or allow anyone to park any car at any place other than the space earmarked for parking car(s) of the Purchaser/s herein;
- J)** Not to let out or part with possession of the Car Parking Space/s/, if so agreed to be acquired by the Purchaser/s herein hereunder, independent of the said Unit/Flat and/or Space/s to use the same only for the purpose of parking of a medium size motor car.
- K)** The Purchaser/s herein agrees, undertakes and covenants not to make or cause, any objection interruption interference hindrance, obstruction or impediment for any reason or in any manner whatsoever relating to the Project or the construction and completion of the

Building/s by the Developer herein including any further constructions, additions or alterations that may be made from time to time.

**THE NINTH SCHEDULE ABOVE REFERRED TO:**  
**RIGHT ON PURCHASER'S/S' DEFAULT**

- a)** In case of default/delay in making payment of any amount payable under this memorandum (including in particular the **FIFTH, SIXTH AND EIGHTH SCHEDULES** hereto) or otherwise by the Purchaser/s to the OWNERS-VENDORS herein/ Developer herein, interest shall be payable by the Purchaser/s herein at the agreed rate of 18 per cent per annum from the due date till the date of actual payment.
- b)** In case of there being a failure refusal neglect breach or default on the part of the Purchaser/s herein to perform or comply with any of the terms conditions covenants undertaking stipulations prohibitions and/or obligations, then the OWNERS/VENDORS herein/Developer herein shall be entitled to issue a Notice to the Purchaser/s herein calling upon the Purchaser/s to rectify and/or make good or set right the failure neglect refusal breach or default within one month from the date of issue of the said notice. If the Purchaser/s herein does not comply with the said notice to the satisfaction of the OWNERS-VENDORS herein/Developer herein, then the Purchaser/s herein shall be liable to pay to the OWNERS-VENDORS herein/Developer herein compensation and/or damages that may be quantified by the OWNERS/VENDORS herein/ Developer herein.
- c)** In case of default in payment of any amount payable hereunder and/or in case of the Purchaser/s herein not rectifying or making good any default breach failure refusal or neglect within 15 (fifteen) days from the date of issue of the notice mentioned above, then in that event the OWNERS-VENDORS herein/Developer herein shall be entitled to cancel/terminate the Agreement.
- d)** In case of termination of the Agreement, without prejudice to the other rights which the OWNERS-VENDORS herein/Developer herein may have against the Purchaser/s herein, the OWNERS-VENDORS herein/Developer herein shall be entitled to deduct and retain a sum of equivalent to 3% of the total value in case the Purchaser/s herein chooses to terminate this agreement as pre-determined and agreed liquidated damages for cancellation of the Agreement and the remaining sum received by the OWNERS-VENDORS herein/Developer herein from the Purchaser/s herein shall be refunded to the Purchaser/s herein.
- e)** Upon cancellation/termination of the Agreement being made by the Owners-Vendors herein/Developer herein all rights and/or claims of the Purchaser/s herein, if any, against the Owners-Vendors herein/Developer herein, the said Unit/Flat/Car Parking Space, the building and/or the premises shall stated extinguished and the Owners-Vendors herein/Developer herein shall be entitled to transfer deal with and dispose or in any way as be deemed fit and proper by the Owners-Vendors herein/Developer herein and the Purchaser/s herein shall not be entitled to make or raise any objection, hindrance or claim regarding the same.
- f)** If any act or omission of the Purchaser/s herein results in any interruption interference hindrance obstruction impediment or delay in the Project or the construction of the buildings or any portion thereof including further constructions additions and/or alterations from time to time and/or in the transfer sale or disposal of any Unit/ flat /Car Parking Space/Servant Quarter and Space to pay to the Buildings, than in that event the Purchaser/s herein shall also be liable to pay to the OWNERS-VENDORS herein/Developer herein compensation and/or damages that may be quantified by the Developer herein.
- g)** Besides the aforesaid rights the OWNERS-VENDORS herein/Developer herein shall also be entitled to any other right to which the OWNERS-VENDORS herein/Developer herein may be entitled to in law by reason of any default or breach on the part of the Purchaser/s herein.

**IN WITNESS WHEREOF** the parties hereto have executed these presents on the day, month and year first above written.

**SIGNED AND DELIVERED**  
by the **OWNERS-VENDORS** at Kolkata  
in the presence of:

**WITNESSES:**

1.

2.

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**OWNERS/VENDORS**

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

1.

2.

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**PURCHASER/S**

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

1.

2.

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**DEVELOPER**

DRAFT

RECEIVED of and from the withinmentioned PURCHASER/S the withinmentioned sum  
 Rs...../- (Rupees.....  
 .....) only in terms of this agreement as part/full payment as par memo below:

**MEMO OF CONSIDERATION**

Ch.No.	Date	M/Receipt No.	A/c Head	Amount	SGST	CGST
<b>TOTAL Rs.</b>						

(Rupees .....).

**WITNESSES:**

1.

2

\_\_\_\_\_  
**LANDOWNERS**

1.

2.

\_\_\_\_\_  
**DEVELOPER**