

AGREEMENT FOR SALE

Police station – Liluah, District – Howrah

THIS AGREEMENT FOR SALE is made on this day of April, 2018 (Two Thousand Eighteen) A.D. BETWEEN **N.B. HIGHRISE PVT. LTD.** (PAN-AADCN8839N)(CIN U70109 WB2011PTC167952), a Company registered under the

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Indian Companies Act, 1956 having its registered office at 10/19, Guha Road, Post office- Ghusuri, P.S. Bally(old), new Belur, District-Howrah, 711107 being represented by one of its **Director SWATI GOYAL,(PAN- AGFPA9295E) Wife of Mr. Lalit Kumar Goyal** or **Director SAYAN BISWAS, (PAN- BSEP8387C) Son of Mr. Samar Biswas**, hereinafter referred to and called as the **“OWNER/VENDOR/DEVELOPER”** (which term and expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successors - in-office, legal representatives and assigns) of the **ONE PART.**

AND

MR. (PAN No.) son/daughter of, by faith, by Nationality Indian, by occupation, residing at hereinafter referred to and called as the **“VENDEE/ PURCHASER”** (which term and expression shall unless excluded by or repugnant to the subject or context be deemed to mean included his heirs, executors, successors, administrators, legal representatives and assign) of the **OTHER PART.**

WHEREAS Originally one Bhagwandass Kalla and his co- shares of 29, Clive Street (now 34, Netaji Subhas Road) in the Town of Kolkata obtained Mourashi mokorari settlement right of the messuages tenements lands hereditaments and premises fully described in part I, II & III of the Schedule “A” Property written in the Purchased Deed of said M/s. Shanti Nagar Housing Society Private Limited duly executed by the one M/S. MANIKANT PRIVATE LIMITED measuring 5.87 acres comprised in various Dags and Khatian within Mouza Liluah, J.L. No.12, District Howrah, which hereinafter referred to as “said properties” which Bhagwandass Kalla and his co- shares obtained the same by virtue of several patta dated the 13th day of April ,1921 (registered on the 4th day of May, 1921 in the office of the Sub Registrar of Howrah Book No. I, Volume No. 13 at Pages 248 to 251, being No. 1193 for the year 1921) and the 21st day of June, 1921 (Registrar in the office of the Sub Registrar Howrah in Book No. I, volume No. 16 at Pages 270 to 273 , Being no. 1626 for the year 1921) and the 15th day of January, 1927 (Registered on the 19th day January , 1927 in the office of the Sub- Registrar at Howrah in Book No. I, Volume No, 6, at Pages 143 to 146 Being No.143 for the year 1927).

AND WHEREAS said Bhagwandass Kalla and his son by virtue of two Deeds of Conveyance dated 13th day of August, 1935 acquired the share of other co- shares in the aforesaid property and thus Bhagwandass Kalla and his son become the absolute owners and occupiers of the “said properties” comprised in various Dags and Khatians within Mouza Liluah , J.L No. 12, District Howrah, which is more fully and better described in the said Purchased Deed of M/S Shanti Nagar Housing Society Ltd. Pvt. It be mentioned here that share of Bhagwandass Kalla therein being 3/4th and share of Gobordhandass Kalla and Bulakidass Kalla was 1/8th each.

AND WHEREAS by virtue of an agreement dated 14th day of February, 1947 followed by Deed of sale dated 31st day October, 1950 the said Bhagwandass Kalla and his co-shares delivered possession of the “said Properties” to said M/s. Kalla Properties and Industrial Corporation Limited.

AND WHEREAS the said purchaser viz. M/s. Kalla Properties and Industrial Corporation Limited after such purchase made and completed the construction of a cinema house with all around boundary wall standing on a portion of the “said properties” under the name “Sramik Cinema” thereafter it called “Liluah Cinema” now not in existence.

AND WHEREAS said M/s. Kalla Properties and Industrial Corporation Limited mortgaged “said Purchased Properties” including the said cinema hall to the Mortgagees Sri Jagannath Roy and Balaram Roy of then 53 B, Shova Bazar Street, Calcutta.

AND WHEREAS in order to enforce the said mortgage said Mortgagees viz. Jagannath Roy and Balaram Roy instituted a suit being No.4606 of 1952 before the Hon’ble High Court at Calcutta in ordinary original Civil Jurisdiction against the said M/S. Kalla Properties and Industrial Corporation Limited.

AND WHEREAS the said suit of the plaintiffs’ decreed on 11.06.1956 and plaintiffs put the decree into execution and the entire property viz.5.87 Acre were put into auction sale in pursuance to the terms of settlement referred to in the said decree dated 11.06.1956 to the effect that in default of payment mentioned in the said terms of settlement the plaintiffs

would be at liberty to put up the mortgaged properties to sell being premises comprised in the said mortgage by the registrar of Hon'ble High court at Calcutta without obtaining any further order of the Court.

AND WHEREAS "said properties" of M/S. Kalla properties and Industrial Corporation Ltd. were sold by the Registrar of the Hon'ble High Court at Calcutta on 13th day of August, 1966 and one "The Bengal Properties limited" were declared as the highest Bidder and Purchaser of the "said Properties" and Mr. Samiran Sen Ld. Registrar of Hon'ble court Calcutta was pleased to issue a sale certificate on 22nd day of August, 1966.

AND WHEREAS as the auction Purchaser wanted the said auction purchase to be completed in the name of their nominees resulting further proceeding in the Court.

AND WHEREAS after various other proceeding in the said suit and execution proceedings an order was made on the 24th day of June, 1969 by his lordship Hon'ble Mr. Justice A.N. Sen confirming the sale of the said bidder "The Bengal Properties Private Limited" and giving away liberty to give name of its nominee/s.

AND WHEREAS on 28th day September, 1970 The Bengal Properties Private Limited appointed one M/S. MANIKANT PRIVATE LIMITED having its then registered office at 15, Mathew Road, Bombay now Mumbai 400004, having its Calcutta Branch Office at 39, Bentinck Street, Calcutta -1, as its nominee to complete the purchase and the name of said nominee was duly substituted for that of the person namely The Bengal properties Private Limited certified to be the Purchaser.

AND WHEREAS M/S. MANIKANT PRIVATE LIMITED through its solicitor Sri P. Mullick duly deposited the balance of consideration money amounting to 1,04,901.44 only vide Challan No.471 dated 18th day January, 1971 on the 20th day of January, 1971 with the Reserve Bank of India under decree dated the 11th June, 1956 and orders dated 24th day of June, 1969, 21st day of September, 1970 and 5th day of October, 1970 and Rs. 7,25,124/- only vide Challan No. 470 dated 18th day of January, 1971 on the 20th day of January, 1971 with the Reserve Bank of India under decree dated 11th day of June, 1956 and orders dated 24th day of June, 1969, 21st day September, 1970 and 5th day of October, 1970.

AND WHEREAS M/S. MANIKANT PRIVATE LIMITED obtained delivery of khas possession of the aforesaid properties comprised in Holding No. 2 and 2/1 Ghosala Road (at present Netaji Subhas Road), Liluah, Howrah including said Cinema house formerly known as Sramik Cinema, Liluah and other building including land belonging thereto from the official Liquidator High Court, Calcutta as Liquidation of M/S. Kalla Properties and Industrial Corporation Limited (then under liquidation) and as liquidator of Sree Latiyal Agricultural and Industrial Pvt. Limited (then under liquidation) on 15th day December, 1970.

AND WHEREAS M/S. Manikant Private Limited having purchased the aforesaid properties and having obtained delivery of khas possession thereof through Court as mentioned aforesaid duly got mutated its name in the then Assessment Role of Bally Municipality and in the J.L.R.O Office and since then has been in exclusive and khas possession thereof as absolute owner exercising all sorts of acts of possession.

AND WHEREAS said M/S Manikant Private Limited carved out various plot of land of different measurement as per requirement of the prospective buyers and also marked with its plot numbers.

AND WHEREAS said M/S. Manikant Private Limited sold to Shanti Nagar Housing Society Private Limited land measuring 10 Bigha 7 Cottah 10 Chittak and 23 Sq. Ft. of land marked with "A-1", "A-2" and "D" together with 19 Cottah 09 Chittak 07 Sq Ft. of land to be used as common passage having 16 Ft. wide and 1 Cottah 14 Chittak 4 Sq. Ft. of land being drain Area . The common passage area (19 Cottah 09 Chittak 07 Sq. Ft.) is shown in colour "yellow" therein and area measuring 1 Cottah 14 Chittak 4 Sq Ft. of land as said above is marked with "D" in the purchased Deed plan of M/s. Shanti Nagar Housing Society Private Limited. The Property sold to M/S. Shanti Nagar Housing Society Private Limited is registered with the office of registrar of Assurances Calcutta for the year 1975. The part/ Portion of aforesaid common passage which has been shown in colour "Yellow" in the Deed Plan of M/S. Shanti Nagar Housing Society Pvt. Ltd. is situated contiguous southern portion of the First Schedule property herein.

AND WHEREAS it has been agreed by and between the said Vendor viz. Manikant Private Limited and the said Purchaser viz. M/S. Shanti Nagar Housing Society Private Limited that the strip of land measuring about 19 Cottah 09 Chittak 07 Sq Ft. shown in the Map or Plan annexed thereto in “Yellow” colour shall be used as common passage by the Purchasers and the owner/or occupier of the other plots marked as “E”, “F” and “G” shown in the Plan annexed thereto and the said plot of land marked “E” contains a Jain Temple as such the visitors and worshipers coming to the said Jain Temple shall have the access to the said Temple through the said common passage. The said M/S. Manikant Private Limited granted the right to passage over and above the said common passage to the Owner/Vendor/ Developer herein viz. M/S. N.B. Highrise Pvt. Ltd. including its men and agent with their vehicle and materials and the purchasers shall use the said common passage for its free and unobstructed egress and ingress including the right to make underground overhead telephone, electric connection (by lying underground cable connection) and water connection without objection and interruption of anybody else.

AND WHEREAS it is pertinent to mention that the said Vendor viz. Manikant Private Limited and M/S. N.B. Highrise Pvt. Ltd. as referred above were covenanted that the common passage shown in the Plan annexed to their Purchased Deed and the same has been colored “Yellow” would not be used for ingress in and egress out of the only Cinema Audience only, as the Cinema hall is no more in existence so the said M/S. N. B Highrise Pvt. Ltd. and its men, agents and nominees shall use the said common passage for their free and unobstructed egress and ingress with men and materials without objection and interruption of any nature whatsoever by M/S. Shanti Nagar Housing Society Private Limited as referred above or their men, agents and nominees and/or the association of the owner of M/S. Shanti Nagar Housing Society Private Limited in any manner whatsoever.

AND WHEREAS after such conveying the aforesaid lands to M/S. Shanti Nagar Housing Society Private Limited and others as referred above the said M/S. Manikant Private Limited was still retaining a define and demarcated area measuring more or less 30 Cottah out of which over 28 Cottah the said Sramik Cinema Hall was situated marked as letter “F” and bordered with colour “Blue” in the annexed Purchased Deed Plan of M/S. Shanti Nagar Housing Private Limited and the said M/S. Manikant Private Limited had also mutated its name in respect of the 28 Cottah of land before the B.L. & L.R.O. Bally Jagacha

under a separate L.R. Khatian No. 6748, L.R. Dag No. 1994, Mouza and P.S. Liluah, J.L. No. 12, District Howrah wherein only 42.50 Decimal of land were recorded in its name. The aforesaid property of M/S. Manikant Private Limited had also been recorded in the Assessment Register of bally Municipality as Holding No. 2, Netaji Subhas Road, P.O. & P.S. Liluah, District Howrah, Ward No. 22 (old) wherein the land measuring 30 Cottah 07 Chittak 01 Sq. Ft. were shown.

AND WHEREAS said Manikant Private Limited for its bonafide reason had surrendered the license for running Cinema Hall before the competent authority and made entirety of the property comprised in Holding No. 2, Netaji Subhas Road, Liluah, Howrah free from all encumbrances, attachments and charged being the land having free, unobstructed, good and marketable title.

AND WHEREAS due to requirement of money said Owner namely M/S. Manikant Private Limited sold out the First Schedule mentioned property herein in favour of the present Owner/Vendor/Developer and the sale Deed was duly registered with the office of the District Sub - Registrar at Howrah and recorded in Book No. I, C.D. Volume No. 6, Page from 5153 to 5189, Being No.01856 for the year 2014.

AND WHEREAS the present Owner/Vendor by virtue of said sale Deed became the absolute owner and occupier of ALL THAT piece and parcel of land measuring an area of 28 Cottah together with structures standing thereon lying and situated at Mouza- Liluah, J.L. No. 12, comprised in part of R.S./L.R. Dag No. 1994, R.S./L.R. Khatian No. 6748, being Holding No. 2, Netaji Subhas Road, Ward No. 22 (old), Post Office Liluah, Police Station Liluah, District Howrah within the ambit of Bally Municipality Now H.M.C. ward No. 65, together with all the messuages, tenements, hereditaments, premises and other thereof together with a right of common passage thereof at and upon the same and enjoying the right, title and interest of the same without any interference and disturbance of any manner whatsoever from any corner whatsoever free from all sorts of encumbrances, charges, liens, lispenses, demands, claims, hindrances, attachments, debits, dues, acquisitions and requisition whatsoever. The property is more fully and particularly mentioned, described, enumerated, provided and given and the present owner/Vendor has also mutated its name before B.L & L.R.O. Bally- Jagacha under a separate L.R. Khatian No. 6748, L.R. Dag No.

1994 Mouza and P.S. Liluah, District Howrah land measuring 1Bigha 8 Cottah and also before then Bally Municipality and paying regular taxes and Khazanas to the concerned department and enjoying over the same without objection and interruption any nature whatsoever.

AND WHEREAS the present owner/Vendor/landlord being the Developer also is financially strong and well experienced in particular job.

AND WHEREAS the said Developer/Land owner has the absolute right to construct a new building thereon at its own cost and expenses as per the sanctioned building Plan to be obtained From the Bally Municipality in the name of the said Owner/Developer herein and the Owner/ Developer shall also have the right to sale the entire constructed area of the new building to any intending Purchaser or Purchaser at any price they may think fit and proper.

AND WHEREAS subsequently the said land Owner/Vendor/Developer herein applied for and obtained Sanction of building Plan from the then Bally Municipality vide. Sanction Building Plan No.311 B.P. 274 dated 08.12.2014 in their own name and also has commenced construction of the new building in and upon the said premises at its own cost and expenses.

AND WHEREAS under the said scheme of the development, the Landlord/Vendor/Developer has agreed to sell to the Purchaser herein who has agreed to purchase all that a residential flat within the **Block-, being Flat/Unit No, on the floor admeasuring about Sq.ft.** including super built up area @ per Sq ft. along with undivided proportionate share of land attributable to the said flat in the new building to be constructed at the said premises more fully described under the second schedule hereto in lieu of the consideration and on the terms and conditions which has been agreed between the parties hereto and are recorded herein below.

NOW THIS AGREEMENT FOR SALE WITNESSETH and it is hereby agreed by and between the parties hereto as follow:-

In this Agreement unless it be contrary or repugnant to the subject or context the following words and/or expressions shall mean as follows:-

- i) **THE OWNER/VENDOR/DEVELOPER** shall mean the Vendor above named and its heirs, executors, administrators, successors-in- office, legal representatives and assigns.
- ii) **THE PURCHASER** shall mean the Purchaser above named and his heirs, executors, administrators, successors-in-office, legal representatives, nominees and assigns.
- iii) **PREMISES** shall mean all that then Bally Municipality now H.M.C. Holding No. 2, Netaji Subhas Road ward No. 22 (old), Police Station Liluah, District Howrah.
- iv) **THE UNIT** shall mean ALL THAT piece and parcel of land measuring and area of 28 Cottah together with structure standing thereon lying and situated at Mouza Liluah, J.L. No. 12, in part of L.R. Dag No.1994, L.R. Khatian No. 6748, being Holding No. 2, Netaji Subhas Road Ward No, 22 (old) Post Office Liluah, Police Station Liluah, District Howrah within the ambit of Bally Municipality Now H.M.C. Bally office, as More fully described in the FIRST SCHEDULE hereunder written on which the new proposed building is in process of construction according to the Plan as sanctioned by the then Bally Municipality.
- v) **BUILDING** shall mean building to consist, for the time being of B+G+6 storied to be constructed, now already in construction, by the Developer at the said premises as per the sanctioned building Plan obtained from the competent authority.
- vi) **CO-OWNER** according to the context shall mean all the Purchaser who from time to time shall purchase or agreed to purchase and take possession of any unit by the vendor herein.
- vii) **COMMON AREAS AND INSTALLATIONS** shall mean and include the areas installation and facilities comprised in the premises as mentioned and specified in the FOURTH SCHEDULE hereunder written and expressed or intended by the Vendor for common use and enjoyment of the Co-Owners and wherever the context so permits or intends but shall not include the ultimate roof for the time being of the building. It be further stated here that common areas and installation shall not include the open or covered car Parking Spaces and other open and covered Spaces in the Ground floor at or within the premises which shall remain the exclusive property of the Vendor/Developer and the Vendor/Developer may use or permit to be used for parking of motor cars and/or any other commercial purpose and the Vendor/Developer shall have the absolute right to deal with, to sell, transfer, let out

or dispose of the said open/covered Car Parking Spaces, covered space in the Ground floor according to its own choice to which the Purchaser hereby consented and it being expressly agreed by this Agreement.

- viii) **SUPER BUILT-UP AREA** shall mean in context to a Unit/Flat having 20% (Twenty percent) super built-up area.
- ix) **ARCHITECTS (S)** shall mean such Architect(s) whom the Developer may from time to time appoint as Architects (s) of the building.
- x) **COMMON EXPENSES** shall mean and include all expenses for the maintenance management upkeep and administration of the Premises and in particular the common areas and installations and rendition of common services in common to the Co- Owners and all other expenses for the common purposes including those mentioned in the FIFTH SCHEDULE hereunder written to be contributed borne paid and shared by the Co-Owners/Purchaser.
- xi) **COMMON PURPOSE** shall mean and include the purpose of managing maintaining up keeping and administration the premises and in particular the common areas and installations rendition of services in common to the Co-Owners, collection and disbursement of the common expenses and dealing with the matters of the common interest of the Co-Owners and relating to their mutual rights and obligation for the beneficial use and enjoyment of their respective Units exclusively and the common areas and installation in common.
- xii) **UNITS** shall mean the independent and self contained flats, Garage space and other constructed covered space in the building at the said premises capable of being exclusively held or occupied by a person or persons..
- xiii) **UNIT OWNERS** shall mean any person who acquired holds and/or owners and Units in the new building and shall include the Owners and the Developer, for the Units held by them from time to time.
- xiv) **CAR PARKING SPACE** shall mean space in or portion of the basement of the building and also space in the open compound at the ground level of the premises as expressed or intended by the Vendor/Develop, at its sole discretion, for parking of motor cars.
- xv) **PROPORTIONATE OR PROPORTIONATELY OR PROPORTIONATE SHARE** according to the context shall mean the proportion in which the super built up area of any Unit may bear to the super built up area of all units in the building

provide that there it refers to the share of the Purchaser/s or any Co-Owners in any rates and/or taxes then such share of the whole shall be determined on the basis such rates and/or taxes are being respectively levied (i.e. in case the basis of any levy be on area rental income consideration or user then the same shall be shared on the basis of area rental income consideration or user of their respective Units by the Purchaser and other Co-owners respectively).

- xvi) **SAID UNIT** shall mean the Unit more fully and particularly mentioned and described in the SECOND SCHEDULE hereunder written TOGETHER WITH the Purchaser's proportionate undivided share in the land and common areas and installation and wherever the context so permits shall include the right of parking one motor car at the car parking space at the said premises, if so specifically as expressly mentioned and described in the SECOND SCHEDULE and wherever the context so intends or permits shall also include the said share in the said premises.
- xvii) **SAID SHARE IN THE SAID PREMISES** shall mean proportionate undivided impartible variable share in the land comprised in the said premises attributable to the said unit.
- xviii) **SPECIFICATIONS** shall mean the specification for completely the new building as stated in the SIXTH SCHEDULE hereto.
- xix) **ASSOCIATION** shall mean any Association, Syndicate, Committee or registered Society or Company that may be formed of the Co-Owners for the common purpose by the Owner/Vendor having such rules, regulation and restriction as be deemed proper and necessary by the Owner/Vendor but not inconsistent with the provisions and covenants herein contained.
- xx) **MAINTENANCE IN CHARGE** shall upon formation of the Association and its taking charge of the acts relating to the common purposes mean the Association and till such time the association its formed and takes charge of the acts relating to the common purpose mean the Owner/Vendor in terms of the clause hereinafter.
- xxi) **DEEMED DATE FOR POSSESSION** shall mean the date of expiry of the period specified in the notice by the Developer to the Purchaser to take possession in the said Unit or the date on which the Purchaser takes actual physical possession of the said unit after fulfilling all his/her/their liabilities and obligation in terms of the said clause, whichever be earlier.
- xxii) **ADVOCATE** unless changed by the Developer, shall mean previously appointed

Advocate of Howrah Court by the Developer for preparation of necessary Agreement and instruments for transfer of the Units in the building and arranging for execution and registration thereof and formation of the Association and its taking charge of the acts relating to the common purposes.

- xxiii) **BUILDING PERMIT** shall mean the Plan for construction of the building as sanctioned by the then Bally Municipality and shall include modification thereof and/or alterations thereto as may be made by the Developer with the approval of the architects and then Bally Municipality now H.M.C.
- xxiv) **WORDS** importing singular numbers shall include the plural number and vice versa.
- xxv) **WORDS** importing masculine gender shall include the feminine gender and neuter gender, similarly words importing feminine gender shall include masculine gender and neuter gender, like wise neuter gender shall include masculine gender and feminine gender.

1. CONSIDERATION:-

1.1 In lieu of the consideration mentioned in Para-I of the THIRD SCHEDULE hereto to be paid by the Purchaser to the Developer in the manner and by the installments mentioned in the Part-II of the THIRD SCHEDULE hereto, the Developer agrees to construct and to sell to the Purchaser the said Unit described in the SECOND SCHEDULE hereto fully and the common areas as described in the FOURTH SCHEDULE hereto proportionately.

1.2 It is clarified that the consideration as mentioned in Part-I of the THIRD SCHEDULE hereto as payable by the purchaser to the Developer includes:-

- a) Cost of proportionate undivided un-partitioned share of land attributable to the said Unit more fully in the Second Schedule hereunder written.
- b) Cost of construction of the covered space comprised in the said Unit and proportionate cost of construction and installation of the common areas and facilities.

2. TITLE:-

2.1 It is recorded that the Purchaser has seen and examined the title and the manner of devolution thereof of the Owner and satisfied themselves and shall not be entitled to raise any objection or claim based on any purported deficiency thereof. The Purchaser has also inspected the building permit sanctioned by the then Bally Municipality in respect of the building and the properties appurtenant thereto on behalf of the Owner and agree and

covenant not to raise any objection with regard thereto in future even if the proportionate common share in common areas be diminished by any means.

2.2 The Purchaser doth hereby consent and confirm that the Developer shall be at liberty to have the said building Plan modified and/ or altered for construction reconstruction addition and /or alteration to the building or any part thereto and /or for any change of user of any Unit.

2.3 The entire consideration hereunder agreed to be payable by the Purchaser shall be received and accepted by the Developer in terms of the mutual understanding between the Owner and the Developer.

3. MANNER AND THE TITLE OF COMPLETION:-

3.1 The Developer will complete the new building and the said unit as a decent and respectable unit or residential accommodation in the manner mentioned in the SIXTH SCHEDULE within 36 months from the date of physical construction of proposed building/project and shall install and/ or complete the common areas mentioned in the FOURTH SCHEDULE hereto within said period or as soon as possible thereafter.

4. EXTRA:-

4.1. In addition to the consideration mentioned in Part -I of the THIRD SCHEDULE hereto, the Purchaser shall also pay to the Developer the proportionate costs, expenses, deposit and charges for:

- a) Formation the Association for the common purpose.
- b) Any other facility or installation not covered under the FOURTH SCHEDULE hereto.
- c) The full amount of security deposit and other costs payable to CESC Ltd. for giving direct electric meter in the respect of the said Unit and proportionate share of the total amount of security deposit and costs payable to CESC Ltd. for the electric meters, transformer and electrical sub-station etc. if any, for maintenance, running and operating any common areas or installation.
- d) Betterment fees, development charges and other levies taxes duties and statutory liabilities that may be charged on the premises or the said Unit or in its transfer or construction in terms hereof partially or wholly, as the case may be.
- e) The fees and/or legal charges of the Advocates for preparation of this Agreement and

the sale Deed to be executed in pursuance hereof which shall be equal to 1% (one percent) only of the consideration amount of the said Unit on the deemed date for possession of the date of execution of the Deed of Conveyance in respect of the said Unit, whichever be earlier.

f) All stamp fees, registration fees and allied expenses on execution and registration of this agreement and of the Sale Deed or Deeds and other documents to be executed and/or registered in pursuance hereof.

5. The Purchaser shall also pay wholly the:-

5.1 a) Increased costs of the Developer due to any variation or extra work over the mentioned in the SIXTH SCHEDULE hereto.

b) Goods and services Taxes or any other applicable taxes if any, of the amounts payable to the Developer, if any.

5.2 All amounts mentioned in clauses 5.1 and 5.2 hereinabove shall be paid by the Purchaser before the date of possession or within 7 (seven) days of demand by the Developer whichever by earlier. In case the exact liability on any head cannot be quantified, then the payment shall be made according to the Developer's reasonable estimation SUBJECT TO subsequent according and settlement within reasonable period.

6. MISCELLANEOUS COVENANTS DURING CONSTRUCTION:-

6.1. Unit delivery of possession of the said Unit to the Purchaser, the Developer shall exclusively be entitled to possess the said Unit and the premises and every part thereof.

6.2. The Purchaser shall has the right to assign this Agreement and/or transfer the said Unit and/or any of his rights, shares or benefits during the period of construction but subject to consent in writing of the Developer first had and obtained.

7. POSSESSION:-

7.1. upon construction of the said Unit, the Developer shall give notice thereon to the Purchaser who shall within 15 (Fifteen) days of service of the said notice, take possession of the said unit after fulfilling all his covenants hereunder.

7.2. The Architect, for the time being of the said building shall have the absolute authority to ascertain and determine as to the quality and specification of the material to be used in the said building and the area calculation of the said Unit and the parties shall abide to the same without any dispute hereby consents to the same.

7.3. The Purchaser shall unless they take possession earlier be deemed to has taken possession of the said Unit on the date of possession that is on the 15th (fifteenth) day of service of the said notice, irrespective of when they take actual physical possession.

7.4. It will not be necessary for the Developer to complete the common areas before giving the said notice.

7.5. As after the date of possession, the Purchaser shall not raise any objection or claim of any nature whatsoever regarding completion of the said Unit.

7.6. Under no circumstances the Purchaser shall be entitled to including possession unless all the dues of the Developer including those under Clauses 5 hereinabove have fully been paid and/or discharged and the Developer has issued a certificate to such effect.

8. MANAGEMENT, MAINTENANCE & COMMON ENJOYMENT:-

8.1. As from the date of possession, the Purchaser covenants:

a) To co-operate with the Developer in the management and maintenance of the new building and/or the premises and formation of the Association,

b) To observe the rules framed from time to time by the Developer for the common purpose.

c) To allow the Developer and its workmen to enter into the said Unit for completion and for the common purpose.

d) Unless the right of parking motor car is expressly granted and mentioned in the SECOND SCHEDULE hereunder written, the Purchaser shall not park or allow or permit to be parked by his employees, agents, visitors, guests, customers etc. any motor car, two wheeler vehicle or any other vehicle at any place in the said premises (including at the open space surrounding the building) AND if the right to park car is so expressly granted and mentioned in the within SECOND SCHEDULE the Purchaser shall use only the Car parking Space so granted and the too only for the purpose of parking of his medium sized car.

e) To pay and bear the common expenses in respect of the new building and/or the premises proportionately and the said Unit wholly.

f) Till the separate assessment of the said Unit for the purpose of Corporation rates, to let out or part with possession of the said Unit only after prior information in writing to the Developer of the full Particular of the occupant and rent and all other charges and benefits receivable by the Purchaser in respect thereof, to the extent necessary for assessment of the liability for rates taxes and other impositions, it being clarified that in case of sale, only prior information of intention to transfer will be necessary and the Purchaser will not be required to disclose the consideration or terms or other particulars.

- g) To deposit the amounts reasonably required by the Developer towards the Purchaser's liability for the rates, taxes and other outgoings.
- h) To pay for electricity and other utilities consumed in or relating to the said Unit.
- i) Use the common areas and installations only to the extent required for ingress from the said Unit of men, materials & utilities.
- j) Keep the common areas, open spaces, parking areas, paths, passages, staircase, lobby, landings etc. in the premises free from obstructions or encroachments, except parking of one motor bike, and in a clean and orderly manner and not store or allow anyone to store any goods article or things in the staircase, lobby, landing pathways, passages or in any other common areas of the premises.
- k) Not to claim any right whatsoever or howsoever over any Unit or portion in the building save the said Unit.
- l) Not carry on cause to be carried or any obnoxious injurious noisy dangerous hazardous illegal or immoral trade or activity in or through the said Unit.
- m) To use the said Unit for residential purpose and for no other purposes (such as Guest House, Boarding & Loading House, Hotel, Nursing Home, Meeting Place, club, Eating catering Center, Hobby Center or any commercial, manufacturing or processing work etc.) whatsoever without the consent in writing of the Developer first had and obtained it being expressly agreed that such restriction on the Purchaser shall not in any way restrict the right of the Developer to use or permit any other Unit or portion of the said building to be used for non residential purposes.
- n) Not to put any article including name plate and letter box save at the place approved or provided by the Developer.
- o) Observe such other covenants as be deemed reasonable by the Developer and upon formation of Association by the Association for the common purpose.

8.2. Unit formation of the Association, the Developer shall manage and maintain the new building and the premises and the Purchaser shall pay to the Developer @ Rs. 1.50 per Sq. ft. up to one year as common expenses or at such rate as be advised by the Developer subject to increase according to rise in relevant price index, from time to time.

8.3. The deposit for the rates and taxes from time to time shall be according to the laws then prevailing.

8.4. The said payments and/or deposit shall be made within 7th (Seventh) day of month

for which the same be due, in case of monthly payments and otherwise, within 8(Eight) day of the Developer's demand.

8.5 All amounts to be deposit by the Purchaser in Pursuance hereof shall be interest free and shall be utilized only for the purpose for which the same are made respectively SUBJECT HOWEVER to the other provisions hereof.

9. ASSOCIATION:-

9.1. The Developer shall from the Association for the common purpose and the Unit holders shall made the members thereof with equal power therein. In other words, each unit shall represent one share, irrespective of the number of persons owning it and irrespective of the same person owning more than 1(one)Unit.

9.2. The Purchaser shall bear and pay the proportionate costs of formation and the expenses of the Association and shall pay for acquire and hold membership with proportionate voting rights.

9.3 The Developer shall up[on completion of the new building transfer to the Association all the Developer's rights and obligations with regard to the common purpose and shall also transfer the residue then remaining of the security deposit and other deposits, if any, made by the Unit holders for the common purpose after adjusting all amounts then remaining due and payable by them to the Developer. The amounts thus transferred shall be held by the Association in the accounts of the co-unit holders respectively for the purpose thereof.

9.4. After the Developer makes the aforesaid transfer to the Association, all the right and obligation of the Developers with regard to the common purpose shall stand transferred to the Association and only the Association shall be entitled thereof and obliged thereof.

10. RIGHTS OF DEVELOPER:-

10.1 The Developer shall have the right to grant to person the exclusive right to park their car or scoter or two wheeler or otherwise use and enjoy for any other purposes, the said side and back open spaces of the building or the premises and also to use and occupy the area (save and except the common utility portion) as a covered spaces in the ground floor of the building (including Car Parking spaces not expressly provided for to the Purchaser under this Agreement) in such manner as the Developer shall in their absolute discretion think fit

and proper for which the Purchaser shall not object the same and hereby consented to for the same.

10.2. The Developer shall be entitled to make partition or division of and additions and/or alteration to those Units AND covered spaces save and except the common portions in the building which are unsold or indisposed of and/or to change the user thereof in the manner as the Developer in his absolute discretion thinks fit and proper.

10.3. The Developer shall be entitled to sell out give possession over the open terrace of the building upon taking consideration amount for the same and said open terrace shall be exclusively used by the said Purchaser.

11. FORCE MAJEURE :-

The following shall be included in the reasons beyond the Developer's control for giving possessions of the said Unit to the Purchaser.

- a) Storm, tempest, flood, earthquake and other acts of god or acts of Government, Statutory Body etc.
- b) Strike, riot, mob, air, raid, order of injunction or otherwise restraining development or construction at the said premises, scarcity or non availability of building materials equipments or laborers, change in laws for the time being in force resulting in stoppage in construction at the said premises.

12. MISCELLANEOUS:-

12.1. This Agreement supersedes all previous negotiations discussion understanding or anything what has been contained in any brochure and or publication and the parties shall governed by what has been agreed upon and in no event the Buyer shall set up any oral Agreement.

12.2. The project and the building to be constructed at the said premises have been named "N.B. RAILVIEW" and the same shall always be known by the said name. The Association, the maintenance agency, the Purchaser herein and/or the unit/ flat/ car parking owner shall not be entitled to change the same name under any circumstances whatsoever.

13. GOODS AND SERVICES TAX:-

13.1. In the event of the Seller being liable or being made liable to pay any amount on account of Goods and Services Taxes for construction and or transfer of the said Flat in favour of the Purchaser herein then in that event the Purchaser shall be liable to make

payment of amount which may become payable on account of Goods and Services Taxes and the buyers agree to make payment of the same upon a demand being made by the Seller and the Buyers agree to keep the Seller and the Developer and its officers indemnified against all action, suits, proceedings, costs, charges and expenses in respect thereof.

14. ARBITRATION:-

14.1. Any dispute and difference amongst or between any of the parties hereto arising out of/or relating to and/or connected with the said Unit/s Flats/ Car Parking Space/s touching these presents or any term or condition herein contained and/or relating interpretation thereof shall be referred to the Arbitration of the sole Arbitrator namely Sri Dinesh Kumar Sharma, advocate the venue of the arbitration shall be at HOWRAH having the jurisdiction at HOWRAH and shall be proceeded and dealt in accordance with the Arbitration and Conciliation Act, 1996 as amended from time to time and the parties have agreed that the sole Arbitrator shall have summary powers and may make and publish interim orders and awards and/or non-speaking awards, whether interim or final. The Award/Awards made by the Arbitrator shall be final and binding upon the parties hereof as agreed.

15. JURISDICTION:-

15.1. Only the courts having territorial jurisdiction over the premises shall have jurisdiction in all matters relating to or arising out of this Agreement.

16. NOTICE:-

16.1. All notice to be served hereunder by any of the parties on the other shall be deemed to have been serviced on the 4th (Fourth) day from date of dispatch of one copy of such notice by registered post with acknowledgment due and the second copy of such notice under Certificate of Posting at the address of the other party mentioned herein above are hereafter notified in writing and irrespective of any change of address or return of the cover sent by registered post without the same being saved. None of the parties shall raise any objection as to service of notices, served as aforesaid.

THE FIRST SCHEDULE ABOVE REFERRED TO

(Premises)

ALL THAT the piece and parcel of Bastu Land measuring more or less an area of about 28 Cottah together with structure standing thereon with all and every right of user, drainage, electricity, water, tap, telephone, gas etc. over and above the attached common passage contiguous Southern side (created by the Vendor herein) and Eastern side of the property under sale together with other easements and amenities attached with the property all comprised within then Bally Municipality now H.M.C. Holding No. 2, Netaji Subhas Road , Post office Liluah, Police Station Liluah, District Howrah, then Bally Municipal Ward No. 22 thereafter 32 and now H.M.C. Ward No. 65 and also appertaining to part of L.R. Dag No. 1994, L.R. Khatian No. 6748, Mouza Liluah, J.L No. 12, District Howrah, which is also within the jurisdiction of District Sub- Registrar and Additional District Sub-Registrar, Howrah and the same is butted and bounded as under:-

On the North :

On the South :

On the East :

On the West :

THE SECOND SCHEDULE ABOVE REFERRED TO

(The said Unit)

ALL THAT the Unit/Flat No....., **Block-**, on the floor, South-East facing, having **tiles flooring** portion, with **lift facilities**, admeasuring **Sqr. Ft.** including super built up area at the premises described under the **FIRST SCHEDULE** hereinabove written along with undivided proportionate share of land of the said premises and the said unit comprises of two bed rooms, one leaving cum dining space, two toilets, one verandah, one kitchen along with the right to use the common parts and portions of the said building at the premises described under the **FIRST SCHEDULE** hereinabove written with all easements rights thereto and the same is butted and bounded in the manner as follows:-

On the North :

On the South :

On the East :

On the West :

THE THIRD SCHEDULE ABOVE REFERRED TO

PART – I

(Consideration)

Consideration for the undivided share in land and for construction and completion of the said Flat having total agreed consideration is Rs..... (Rupees) only.

Part – II

(Payment Schedule)

The agreed consideration mentioned in Part-I above is to be paid to the Developer herein in the following manner to be made as total consideration for construction for construction including the price of undivided proportionate share in the land underneath the flat.

ADVANCE – Installments as follows :-

- | | |
|---|------|
| a) On booking/Agreement | -20% |
| b) On basement roof casting of the respective block | -10% |
| c) On ground floor roof casting of the respective block | -10% |
| d) On first floor roof casting on the respective block | -10% |
| e) On second floor roof casting on the respective block | -10% |
| f) On third floor roof casting on the respective block | -10% |
| g) On fourth floor roof casting on the respective block | -05% |
| h) On brick work of the respective unit/flat | -05% |
| i) On flooring of the respective unit/ flat | -10% |
| j) On completion/finishing of the respective unit/ flat | -10% |

Out of total consideration amount of Rs..... (Rupees) the Purchaser herein has paid a sum of Rs.

(Rupees) only as part payment for Flat including the price of undivided proportionate share in the land in the manner:-

<u>Date</u>	<u>Mode of Payment</u>	<u>Amount (Rs.)</u>
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Part- III

The estimation date of making flat ready for the purpose of delivery of possession is by June, 2018 with a grace period of six months but subject to force majeure.

THE FOURTH SCHEDULE ABOVE REFERRED TO

(The common areas)

SECTION – “A” (those which are included in the construction price)

PART –I

AREA :

- a) Open and/or covered paths and passages,
- b) Lobbies and stair cases, main gate, side reentrance,
- c) Common installation,

AREA NOT COVERED UNDER PART –I

Common areas shall not included the open or covered car parking spaces and other open and covered spaces in the ground floor at or within the premises which shall remain exclusive property of the Developer, roof or part of roof.

PART-II

1. WATER AND PLUMBING:

Water reservoirs, water tanks, water pipes (save those inside any Unit).

2. **ELECTRICAL INSTALLATIONS:**

- a) Wiring and accessories for lighting of common areas.
- b) Pump and motor
- c) Lift , Lift machine, Generator if installed at extra cost.

3. **DRAINS :**

Drains, sewers, pipes and septic tank.

4. **OTHERS :**

Other common areas and installation and /or equipment as are provided in the new building for common use and/or enjoyment save and except the portions mentioned herein above exclusively reserved by the Developer.

SECTION – “B” (those for which proportionate costs are to be paid by the Purchaser)

1. Electrical installation relating to meter including service lines for receiving electricity from suppliers.
2. Electrical meter, accessories and wiring for common areas and common purposes.
3. Other facilities or installations for the common use of the Co- Owner and not covered by SECTION - A hereinabove.
4. Save and except as aforesaid all open spaces and portion of the building shall absolutely belong to the Developer who shall be absolutely entitled to deal with or transfer the same without any objection or interference from the Purchaser or any person claiming through him.

THE FIFTH SCHEDULE ABOVE REFERRED TO

(Common Expenses)

1. **MAINTENANCE:**

All cost for maintaining, operating, replacing, repairing, white washing, painting , decorating, re- decorating, re- building, re- constructing, lighting and renovating the common areas including the exterior or interior (but not inside any Unit) walls of the new building .

2. **OPERATIONAL:**

All expenses for running and operating all machinery, equipment and installation comprised in the common areas including pumps and other common installations including their license fees, taxes and other levies (if any) and the lights of common areas.

3. **STAFF:**

The salaries of and all other expenses on the staff to be employed for the common purpose, viz. Manager, Clerks, Security personnel, Liftmen, Sweepers, Plumbers, Electricians etc.

including their perquisites, bonus and other employment and benefits.

4. **ASSOCIATION:**

Establishment and other expenses of the association including its formation, office and miscellaneous expenses and also similar expenses of the Developer until handing over to the Association.

5. **INSURANCE:**

All expenses for insuring the new building and/or the common areas, inter alias, against earthquake, fire, mob violence, damages, civil commotion etc.

6. **FIRE FIGHTING:**

Cost of installing and operating the fire- fighting equipments and personal, if any.

7. **COMMON UTILITIES:**

All charges and deposit for supplies of common utilities to the Co-owner in common.

8. **ELECTRICITY:**

All charges for the electrical energy consumed formed for the operation of the common machinery and equipment.

9. **LITIGATION:**

All litigations expenses incurred for the common purpose and relating to common use and enjoyment of the common areas.

10. **RATES AND TAXES:**

Municipal Taxes, multistoried building tax, water tax and other levies in respect of the land and the new building save those separately assessed on the Purchaser.

11. **RESERVES:**

Creation of fund replacement renovation and other periodic expenses.

THE SIXTH SCHEDULE ABOVE REFERRED TO
(Manner of completion of the new building)

Construction to be made and equipments, fittings and fixtures to be installed and provided in the building shall be standard quality and according to the plans and advice of the architect and including the following :

Foundation : Pile/Pocket/strip/raft foundation as per soil investigation report.

Structure : R.C.C. framed building with column and beams together with decorated lobby with false ceiling.

Super structure : 250/ 200 mm external brick walls, 125/75 mm internal brick walls.

Doors (inside) : Seasoned and treated waterproof plywood flush doors with good quality wood frames and locks.

Windows : Aluminum sliding windows.

Flooring : Vitrified tiles flooring in master bed room.

Bathrooms : Anti skid tiles flooring and standard make ceramic tile dado upto 6 ft. height on the walls, geyser point, hot and cold Water pipes.

Kitchen : Size specified modular kitchen fitted with chimney. Anti skid tiles flooring, granite cooking platform with stainless steel sink, ceramic tile up to 2 ft. above the platform.

Electrical : Copper wiring in concealed conduits with semi- modular switches.

Internal Finish : Putty finish on walls and ceiling with primer coating.

External coating: Exterior colour of good quality.

Water Supply : Deep tube well , water reservoirs (Overhead only) having water treatment plant.

Lift : 5 passengers of OTIS or equivalent make.

Security : 24x7 security with C.C. T.V and intercom facility.

NOTE : Design and quality of some items may change subject to availability.

IN WITNESSES WHEREOF the Parties hereto set and subscribed their respective signatures and seal on the day, month and year first above written.

SIGNED, SEALED AND DELIVERED

IN PRESENCE OF :

WITNESSES :-

1)

**Signature of the Owner/
Vendor/Developer**

2)

**Signature of the Purchaser/
Vendee**

Drafted by me and prepared
in my Sheristha.

Advocate

Enrollment . No. WB/268/1995

Mob. No. 9830353569

Typed and printed by me: