

# AGREEMENT FOR SALE

THIS AGREEMENT is made this            day of            **Two**

**Thousand and Sixteen;**

## BETWEEN

M/S. SHANTIMAY COMPLEX PRIVATE LIMITED, (PAN No. AATCS4851R) a Company incorporated under the Companies Act, 1956, having its registered office at No. 54A, Sarat Bose Road, Arihant Park, Fifth Floor, Police Station Ballygung, Kolkata-700 025, hereinafter referred to as the "**OWNER**" of the FIRST PART;

## AND

MESSRS ARRJAVV BUILDER PRIVATE LIMITED, (P.A.N. No. AAMCA3441L), a Company incorporated under the Companies Act, 1956, represented by its Director Harsh Jain, having its registered office at No. 54A, Sarat Bose Road, Arihant Park, Fifth Floor, Police Station Ballygung, Kolkata-700 025, hereinafter referred to as the "**DEVELOPER**" of the SECOND PART;

## AND

(1) .....(P.A.N NO.....), ..... By Occupation - ....., by faith ....., (2) ....., both residing at ....., Police station ....., Post Office ..... hereinafter referred to as the "**BUYERS**" of the THIRD PART;

**WHEREAS:**

A. The various terms used in this Agreement, unless it be contrary or repugnant to the subject or context, shall have the meaning assigned to them as stated in *Schedule "A"* hereunder written and the same shall be deemed to be part of this Agreement and the terms thereof.

B. The Owner, Messrs Shantimay Complex Private Limited, is absolutely seized and possessed of or otherwise well and sufficiently entitled as absolute Owner in respect of **All That** the pieces or parcels of several **Plots of Bastu Land** in aggregate measuring about **243.25 Decimals** situate, lying at and comprised in **R.S./L.R. Dag Nos. 330, 332, 333, 334, 334/889, 335 and 336** under **Khatian No. 1722 at Mouza - Dihimedanmalla, J.L. No.34, Police Station and Sub Registry Baruipur, within Hariharpur Gram Panchayat, District - 24 Parganas South**, (hereinafter referred to as the "**said Premises**") more fully described in the *Schedule "B"* hereunder written, by virtue of two Deeds of Conveyance both dated 5<sup>th</sup> October 2013 and both registered in Book No.I, C.D. Volume No.40 being Deed Nos.07856 and 07857 respectively for the year 2013 at the office of the District Sub-Registrar-IV, South 24-Parganas, West Bengal.

C. The Owner herein also duly applied for and obtained necessary Plan duly Sanctioned and approved by the Zilla Parishad, South 24-Paranas as also Hariharpur Gram Panchayat for construction of a residential complex of 6 (six) building blocks each consisting of ground and upper four floors, at or upon the land comprised in the "**said Premises**".

D. By virtue of a Development Agreement dated 16/06/2014 the Owner herein retained and appointed M/s. Arrjavv Builder Private Limited, the Developer herein as the Developer to undertake development of the "**said Premises**" and construction of new residential building complex at or upon the land comprised in the "**said Premises**" in accordance with the plan approved and/or sanction by Zilla Parishad, South 24-Parganas as also Hariharpur Gram Panchayat and on the terms recorded therein.

E. The Developer herein duly commenced the development of the "said Premises" and construction of the proposed new residential building complex as per the said sanctioned plan issued by the Zilla Parishad, South 24-Parganas as also Hariharpur Gram Panchayat.

F. The Buyer abovenamed having inspected all deeds, documents and papers including the said sanctioned plan and also having caused necessary investigation have satisfied *himself/herself/themselves* with regard to the rights, title and interest of the Owner as also the rights of the Developer to undertake development of the "said Premises" and/or construction of the said proposed new building at the premises.

G. The Buyer herein approached the Owner as also the Developer for acquiring on ownership basis **All That the Residential Flat** being **No. ....** measuring super built up area of ..... **Square Feet** on the **First Floor** of the building block "...." named and known as "**SONAR KELLA**" at premises **No. Khasmallickpur, P.S. Baruipur, Kolkata-700145, near Parimal Kunj**, more fully described in the *Schedule "C"* hereunder written, at or for the agreed consideration and on the agreed terms and conditions.

**NOW THIS AGREEMENT WITNESSETH** and it is hereby mutually agreed and declared by and between the parties hereto as follows:-

**1. INTERPRETATIONS:**

- 1.1. Any reference to statute shall include any statutory extension, modification and re-enactment of such statute and also the rules, regulations or orders made there under.
- 1.2. Any covenant by the Buyer not to act or to do anything shall be deemed to include *his/her/their* obligation not to permit such act or thing to be done.

- 1.3. Singular number shall mean and include plural and vice-versa.
- 1.4. Masculine shall mean and include feminine and vice-versa.
- 1.5. The paragraph headings would not form part of this Agreement and have been given only for the sake of convenience and shall not be taken into account for the construction or interpretation of this Agreement.
- 1.6. The Schedule hereunder written shall have effect and be construed as an integral part of this Agreement.

**2. DATE OF COMMENCEMENT:**

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

**3. TITLE:**

- 3.1. The Buyer confirms to have duly inspected all deeds, documents and papers relating to the said premises and hereby confirms to have duly satisfied *himself/herself/themselves* with regard to the rights title and interest of the Owner in respect of the said Premises and/or the said land and/or with regard to the rights of the Developer to develop the said land and/or to construct the said several building blocks at the building complex consisting of several residential flats, car parking and other spaces. The Buyer having satisfied *himself/herself/themselves* *has/have* agreed not to question and/or object and/or to make requisitions as to the rights title and/or interest of the Owner and the Developer.
- 3.2. The Buyer herein having inspected the "said Sanctioned Plan" as also having verified all specifications, elevations, designs and layout of the building blocks at the said complex as also of the "said Unit" *has/have* duly approved and confirmed the same.

- 3.3. The Buyer confirms that the entirety of the ultimate roofs of the several building blocks at the building complex shall absolutely belong to the owner/developer and that the Buyer shall have no right or claim over and in respect thereof and further agree not to raise any objection whatsoever in this regard.

**4. TRANSFER:**

- 4.1. The Owner and the Developer have agreed to sell and/or transfer and the buyer abovenamed has agreed to purchase the "said Unit", more fully described in *Schedule "C"* hereunder written at or for the consideration mentioned in *Clause 5.1* hereunder written as also subject to the Buyer herein paying to the Developer various other amounts on account of Extras and Deposits to be determined by the Developer as provided hereunder and further subject to the Buyer observing and performing the various terms conditions, covenants and stipulations herein recorded and on the part of the Buyer to be observed and performed.
- 4.2. The sale and/or transfer in respect of the "said Unit" in favour of the Buyer would be subject to various, terms, conditions, covenants and stipulations herein mentioned.
- 4.3. The Owner and the Developer herein shall complete the sale and/or transfer in respect of the "said Unit" as per *Clause 4.2* above by executing and registering an appropriate Deed of Conveyance/Transfer in favour of the Buyer herein.
- 4.4. The Buyer hereby agree and confirm that until and unless the Buyer herein has duly paid the said entire agreed consideration money and also the amounts on account Extras and Deposits to be determined by the Developer as mentioned in *Clause 5* hereunder as also all other amounts payable by the Buyer as per this Agreement and has also duly observed and performed all *his/her/their* obligations under this Agreement and has also

obtained appropriate Deed of Conveyance/ Transfer in respect of the "said Unit" duly executed and registered by the Owner and the Developer herein, the Buyer herein shall not be entitled to claim any right in respect of the "said Unit".

- 4.5. The Buyer hereby also agree and confirm that the sale and/or transfer of the "said Unit" in favour of the Buyer by the Owner and the Developer herein, will not create any right in favour of the Buyer over and in respect of the roof as also the parking spaces and other open spaces on the ground floor of the building, which would exclusively belong to the Owner/Developer and/or their transferees.

5. **CONSIDERATION:**

- 5.1. The consideration for sale and/or transfer in favour of the Buyer by the Owner and the Developer in respect of the "said Unit", more fully described in of the *Schedule "C"* hereunder written has been agreed to be the sum of **Rs. ....../- (Rupees .....)** Only and the same shall be paid to the Developer by the Buyer in the manner as hereafter provided.
- 5.2. The Buyer hereby agree that the abovementioned agreed consideration money in respect of the "said Unit" shall be paid by the Buyer to the Developer in the manner and within the time as specified in *Part-I* of the *Schedule "D"* hereunder written, and the time in this respect shall be deemed to be the essence of the contract.
- 5.3. The payment of the amounts of consideration money payable to the Developer in the manner specified in *Part I* of the *Schedule "D"* hereunder written would be by cheque/demand draft/ bank transfer in favour of the Developer.
- 5.4. The Buyer hereby agree and covenant that the Buyer shall duly and punctually pay the abovementioned consideration moneys to

the Developer within the stipulated period mentioned in *Part I* of the *Schedule "D"* hereunder written, whether any formal demand has been made or not.

- 5.5. The Buyer herein shall apart from the consideration amounts payable to the Developer as stated in *Clause 5.1* hereinabove, also on or before delivery of possession of the "said Unit", pay to the Developer non refundable extra amounts on various accounts to be determined by the Developer as envisaged and mentioned in *Part II* of the *Schedule "D"* hereunder written.
- 5.6. The Buyer shall also on or before delivery of possession of the "said Unit", duly deposit and keep deposited with the Developer the amount on several accounts to be determined by the Developer as mentioned in *Part III* of the *Schedule "D"* hereunder written to be held by the Developer as interest free deposits till the formation of the Holding Organization. On formation and registration of the Holding Organisation, the Developer herein shall make over to the Holding Organisation the said amount of Deposits or the balance amount thereof as may then be lying with the Developer.
- 5.7. The Buyer hereby also agree and confirm that the Buyer shall not be entitled to claim any deduction or abatement in the amounts of the abovementioned agreed consideration moneys as mentioned in *Clause 5.1* above and/or to dispute *his/her/their* liability to pay the amounts of Extras and Deposits to be determined by the Developer as mentioned in *Clause 5.5 and 5.6* above payable to the Developer on any ground or reason whatsoever.
- 5.8. All betterment fees, taxes and other levies charges as may be imposed by the government or any other authority relating to the said building blocks and/or the said complex shall be paid and borne by the Buyer proportionately and those relating only to the "said Unit" shall be borne solely by the Buyer.

**6. CONSTRUCTION:**

- 6.1. The Developer shall construct, erect and complete the said residential building complex as also the "said Unit" by use of standard quality building materials as shall be approved and recommended by the Architect of the building complex for the time being. The decision of the Architect regarding the quality of materials shall be final and binding. The Buyer will not raise any objection in regard to construction of the building by the Developer itself or through contractors and other agents.
- 6.2. The several Building blocks at the complex as also the structures of the "said Unit" shall be constructed in accordance with the said plan and the same with such variations, modifications or alterations as may be deemed fit and proper by the Developer and/or the Architect or as may be required by the authorities concerned and the Buyer hereby consent to the same and hereby further agree not to raise any objection in this regard.
- 6.3. It is recorded that the Developer propose to construct the several building blocks consisting of residential flats, car parking and other spaces of the said building complex for sale and/or transfer of the same on ownership basis or otherwise in favour of the intending Buyers at or for the agreed consideration to be paid by the intending Buyers.
- 6.4. The Developer herein shall install Generator at the said building complex for providing connection from such Generator to the units for the use of the same during Load-shedding hours. The Buyer hereby agree to bear and pay the proportionate costs of such Generator including costs for installation, maintenance and operation thereof.
- 6.5. The Developer herein propose to provide several additional facilities at the said building for the use and enjoyment of the



same by the owners and/or occupiers of the several units at the said building complex, subject to the terms hereafter stated.

- 6.6. The Buyer shall not do any act deed or thing, whereby the construction of the said building complex or development of the "said Premises" is in any way hindered or impeded with nor shall in any way commit breach of any of the terms and conditions herein contained.
- 6.7. The Buyer shall not be entitled to claim any deduction or abatement in the amount of the agreed consideration to be paid by the Buyer on account of the "said Unit" as per *Clause 5* hereinabove written, on the ground that the construction of the said building blocks and/or the building complex and/or the "said Unit" has not been made as per the agreed specifications, elevations, designs and lay out or that the building materials used in making construction of the said building complex and/or the "said Unit" being of inferior quality or on any other grounds whatsoever.
- 6.8. Subject to the Buyer duly making payment of the agreed consideration money and also the amounts of Extras and Deposits as per *Clause 5* hereinabove and also payment of all other amounts as per this Agreement and further observing and performing the various terms, conditions and covenants herein contained and on the part of the Buyer to be observed and performed, the Developer shall complete construction of the "said Unit" and deliver possession of the same to the Buyer by June, 2017 with grace period of 6 (six) months unless the Owner and/or the Developer or either of them is/are prevented by any restrain order passed by any Competent court or due to acts beyond the control of the Owner and/or the Developer and/or due to force majeure causes and/or due to delay in obtaining water, sewerage, drainage or electricity connections and/or completion certificate.

- 6.9. The Architect shall have the absolute authority to determine as to which quality and specifications of building materials to be used in making construction of the said building blocks at the building complex including the "said Unit" and the Buyer hereby consent to the same.

7. **DEFAULT:**

- 7.1. In case of default on the part of the Buyer to make payment of the said agreed consideration moneys payable to the Developer as mentioned in *Clause 5.2* above in the manner and within the time as stated in *Part - I* of the *Schedule "D"* hereunder written and/or the amounts of Extras and Deposits mentioned in *Parts II and III* of *Schedule "E"* hereunder written and/or payment of all other amounts as may hereafter become payable by the Buyer as per the provisions of this Agreement, the Buyer herein without prejudice to the other rights of the Owner and the Developer, shall be liable to pay interest at the rate of 15% (fifteen percent) per annum on all such outstanding dues payable to the Developer in pursuance of this Agreement.
- 7.2. In case of delay on the part of the Developer to complete construction of the "said Unit" and further to deliver possession of the same to the buyer within the stipulated time mentioned in *Clause 6.8* hereinabove, the Developer shall be liable to pay to the Buyer interest at the rate of 8% (eight percent) per annum on the amounts of consideration paid and the same for and on account of the delayed period.
- 7.3. If the Buyer neglects, omits or defaults for any reason whatsoever to pay any of the amounts as and when the same would become due and payable by the Buyer as per the terms and conditions of this Agreement or if the Buyer shall in any way fail to perform or observe any of the covenants and/or stipulations herein contained and on the part of the Buyer to be observed and performed, the Owner and/or the Developer herein shall be entitled to terminate this Agreement and also to forfeit 10% of

total consideration of the "said Unit". In case of termination of this Agreement, the Buyer shall cease to have any right in respect of the "said Unit" and/or under this Agreement and thereupon, the Owner and the Developer herein shall be entitled at their discretion to sell or otherwise dispose of the "said Unit" in favour of any other person or party for such consideration and on such terms as the Owner and the Developer may at their discretion think proper and further to refund to the Buyer or his/her/their financing Bank, out of the sale proceeds, the amounts of earnest moneys and all other amounts already paid to the Developer by the Buyer, after deducting and/or adjusting the said 10% of total consideration of the "said Unit" forfeited by the Developer as aforesaid and also the amounts incurred towards costs of additions and/or alterations made at the "said Unit" at the instance of the Buyer, without being liable to pay interest or damages whatsoever.

- 7.4. It is agreed and made clear that the right given to the Owner and the Developer as per *Clause 7.3* above shall be without prejudice to any other rights remedies and claims whatsoever of the Owner and/or the Developer against the Buyer under this Agreement or otherwise. In any event, if the Owner and the Developer do not exercise their rights under *Clause 7.3* above, the Buyer shall be bound to make payment of all the moneys payable by *him/her/them* and also to observe and perform all terms, conditions, covenants, and stipulations contained in this Agreement and on the part of the Buyer to be observed and performed and shall also be liable to pay to the Developer interest on account of delay in payment calculated at the rate of 15% (fifteen percent) per annum as provided in *Clause 7.1* above.
- 7.5. After delivery of possession of the "said Unit" by the Developer, if the Buyer would fail or neglect to pay any of the amounts as and when the same would become payable as per the terms of this Agreement or if the Buyer would in any way fail to perform or observe any of the terms conditions covenants and stipulations herein contained and on the part of the Buyer to be observed and performed, the Buyer shall be liable, without prejudice to the

Developer's other rights, for discontinuation of the supply of electricity as also supply of water in the "said Unit", without being liable for any damages. It is made clear that the Buyer herein shall not be entitled to restoration of supply of water and electricity in the "said Unit" till the Buyer has remedied the breach of terms and has also duly paid to the Developer all outstanding amounts payable by the Buyer TOGETHER WITH interest thereon at the said agreed rate and further the reconnection charges as may be fixed by the Developer/Holding Organisation.

8. **BUYER'S OBLIGATIONS:**

- 8.1. On and from the date of the Developer notifying the "said Unit" having been made ready for occupation, the Buyer shall month by month and every month pay to the Developer the proportionate amount of the costs charges and expenses for and on account of the maintenance of the common parts and amenities, and essential services including those mentioned in *Part-II and III of Schedule "E"* hereunder written at the said building complex till the formation of Holding Organisation as hereunder provided. On and from the date of formation of the Holding Organisation by the Developer, the Buyer shall pay such monthly maintenance charges to the Holding Organisation.
- 8.2. The apportionment of the costs, charges and expenses on account of maintenance as mentioned in *Clause 8.1* above shall be made by the Developer on the basis of the respective areas of the several units and other spaces in the said building complex and the same shall be conclusive final and binding.
- 8.3. The monthly maintenance charges mentioned in *Clause 8.1* above shall for the time being be payable to the Developer by the Buyer calculated on the basis of the total super built up area of the "said Unit". In case of increase in the electricity charges, salaries and other costs and expenses, the said monthly maintenance charges shall also be enhanced.

- 8.4. The Buyer acknowledges that payment of the said maintenance charges is essential for maintaining the decency of the building complex and also for the purpose of rendition of common services and in the event of there being any default on the part of the Buyer to make payment of such maintenance charges, though it may amount to contractual imbalance the Developer and upon formation of the Holding Organisation, the Holding Organisation shall be at liberty to disconnect and/or suspend all common services attached to the Buyer's unit such as water supply, electricity connection, use of lifts, central antenna, etc. till such dues with interest are paid and shall also be liable to pay the common expenses for such suspension period as well as reconnection charges.
- 8.5. The Buyer herein shall, within 6 (six) months from the date of execution of the proposed Deed of Conveyance/Transfer in respect of the "said Unit" by the Owner and the Developer, at *his/her/their* own costs cause *his/her/their* name mutated as the owner in respect of the "said Unit" in the records of the BL&LRO as also panchayat and the municipality, if any, as also cause separate assessment for payment of the land revenue, property tax and other rates including Municipal Taxes, if any, on account and in respect of the "said Unit".
- 8.6. So long as the "said Unit" is not separately assessed for payment of the land revenue, property tax, Municipal taxes and other rates and taxes whatsoever, the Buyer agree to pay to the Developer on and from the date of the Developer notifying the "said Unit" having been made ready, the proportionate amount of the land revenue, property tax, Municipal taxes, water taxes and other taxes as may be levied or payable in respect of the said building complex within 7 (seven) days from the date of the Developer submitting Bill on account of such rates and taxes. The Buyer also agrees that the apportionment of such rates and taxes shall be

made by the Developer and the same shall be conclusive, final and binding.

- 8.7. The Buyer hereby also agree that in the event of the Owners and/or the Developer being required to pay any of the said rates and taxes or to deposit any amount with the panchayat, Municipality, BL&LRO or any of the departments of the Central or State Government or other authorities or to make payment of any other amounts of similar nature, the same shall be reimbursed by the Buyer proportionately.
- 8.8. The Buyer shall bear and pay the amount of Sales Tax, Service Tax, VAT and other rates, taxes and outgoings whatsoever as may be found payable for and on account of the Buyer having extra works to be done and having extra items to be affixed and/or fitted at the "said Unit" by the Developer and in this regard, the Buyer shall keep the Owner as also the Developer absolutely indemnified and harmless.

**9. DEVELOPER'S OBLIGATIONS:**

- 9.1. The Developer herein shall cause completion of construction of the said residential building complex including the "said Unit" by use of standard quality building materials as per the recommendations of the Architect.
- 9.2. The Developer herein would be responsible to see that the construction of the said Building complex including the "said Unit" is made as per the said Plan and in accordance with Municipal laws for the time being in force.
- 9.3. The Developer herein would cause completion of construction of the said Building complex including the "said Unit" and further make over possession of the "said Unit" in favour of the Buyer herein by June, 2017 with grace period of 6 (six) months from the date hereof, unless prevented by restrain order by any court of

law or force majeure cause or circumstances beyond the control of the Developer and/or due to delay in obtaining water, sewerage, drainage or electricity connections and/or completion certificate. Provided however that the Developer herein shall not be responsible to make over possession of the "said Unit" in favour of the Buyer unless the Buyer has obtained the Deed of Conveyance as also duly complied with all *his/her/their* obligations under this Agreement.

## 10. RIGHTS:

- 10.1. Buyer hereby agree and confirm that until and unless all payments required to be made under this Agreement by the Buyer shall have been duly paid to the Developer in the manner and within the time as herein agreed, the Buyer shall not be entitled to the possession in respect of the "said Unit".
- 10.2. The Buyer hereby agree that only after the Buyer has duly paid to the Developer the amounts as are required to be paid under this Agreement and the Buyer has been duly delivered possession of the "said Unit" by the Developer and has not been guilty of breach or non-compliance of any of the terms and conditions of this Agreement, the Buyer shall be entitled to let out, sell, transfer, convey, mortgage or otherwise deal with or dispose of the "said Unit", subject to the Buyer first obtaining approval in writing from the Developer for the purpose.
- 10.3. The Buyer after having duly paid all moneys and having observed all *his/her/their* obligations under this Agreement and after having been duly delivered the possession in respect of the "said Unit", shall be entitled to hold occupy and possess the "said Unit", without any obstruction or interference or eviction by the Owner and/or the Developer or any other person or party claiming any right under the Owner and/or the Developer.
- 10.4. The Buyer herein, after delivery of possession of the "said Unit", shall be entitled at *his/her/their* own costs to apply for and obtain

telephone, telex, internet connections and other facilities at the "said Unit" either in *his/her/their* own name or in the names of *his/her/their* nominees. The Owner and/or the Developer hereby agree to sign all necessary papers, applications and documents signifying their consent and approval for the Buyer obtaining the Telephone, Telex and internet connections and other facilities at the "said Unit" as the Buyer may from time to time require.

- 10.5. The Buyer herein duly observing and performing *his/her/their* obligations under this Agreement, shall be at liberty after expiry of the lock-in period of one year from the date of this Booking to transfer and/or assign its rights under this Agreement or in the alternative, to nominate any person or party as *his/her/their* nominee to complete the purchase and further to have appropriate Deed of Conveyance/Transfer in respect of the "said Unit" executed and registered in *his/her/their* favour in place and stead of the Buyer, subject to payment to the Developer the nomination charges equal to 1% of the total agreed consideration for sale of the "said Unit".
- 10.6. The Buyer shall not be entitled to claim partition or sub-division of the said land and/or the common parts of the said building blocks and/or the complex nor to do any act or deed, whereby the rights of the Owner and/or the Developer and/or the rights of the Buyers of other units and/or spaces at the said building complex are/is in any manner affected or prejudiced and/or which may cause obstruction and/or hindrance in the use and enjoyment of the common parts, essential services and the Additional facilities at the building complex by the owners/occupiers of the other units at the building.
- 10.7. All the Buyers of different units and other spaces of the said building complex including the Buyer above named shall be entitled to the common use and enjoyment of the common parts, areas, amenities and facilities at the building block and the complex mentioned in ***Part-I of Schedule "E"***, hereunder written



including the additional facilities, if any provided at the building complex, subject to the terms herein recorded.

- 10.8. The Buyer herein shall not have any right over and in respect of the roof and the covered parking spaces on the ground floor of the building block and/or the open spaces at the said building complex, save and except the parking space as are specifically agreed to be sold to the Buyer by the Developer. The roof and the uncovered and/or covered parking spaces and open spaces on the ground floor of the building complex shall always be the property of the Owner and the Developer, who will be entitled to sell or otherwise dispose of the same at their discretion.
- 10.9. The Buyer shall not be entitled to any right in respect of the other units and spaces at the said building complex save the right to use the common parts as may be necessary for the ingress and egress of men and materials to and from the "said Unit" and/or for utility pipes, cables and lines to be installed in the "said Unit".
- 10.10. After the Developer has delivered the possession of the "said Unit" in favour of the Buyer herein, the Buyer herein shall hold occupy possess and enjoy the same, subject to the various terms conditions and covenants contained in this Agreement and also the negative covenants recorded in *Schedule "G"* hereunder. The Buyer herein shall duly observe and perform the various terms, conditions, covenants and stipulations contained in this Agreement and on the part of the Buyer to be observed and performed. The Buyer shall not do or permit to be done any act deed matter or thing, which may in any manner cause violation and/or breach of any of the terms, conditions covenants contained in this Agreement.
- 10.11. The Buyer shall not be entitled to transfer let out mortgage grant lease in respect of the "said Unit", without the consent in writing of the Owner as also the Developer herein, until such time the amount of consideration and also the amounts of Extras and Deposits respectively mentioned in *Parts I, II and III* of the *Schedule "D"* hereunder written have been paid by the Buyer to

the Developer and the Buyer has duly performed and observed all other terms and conditions herein contained and on the part of the Buyer to be performed and observed PROVIDED HOWEVER after the payment of the agreed consideration amount and also the amounts of Extras and Deposits, the Buyer shall be entitled to let out, grant, lease and/or mortgage and/or in any way deal with the "said Unit".

- 10.12. The Buyer shall not be entitled to any compensation and/or damages from the Owner and/or the Developer, if the construction of the said building complex and/or the "said Unit" is delayed inordinately due to force majeure reasons or act of God or circumstances beyond the control of the Owner and Developer or for no fault on the part of the Owner and/or the Developer.

**11. USER:**

- 11.1. After delivery of possession of the "said Unit" in favour of the Buyer by the Developer, if any additions or alterations in or upon or relating to the said building blocks and/or the building complex and/or the "said Unit" are required to be carried out by or at the instance of Government, Municipality or any Statutory authorities or the Architect, the same shall be carried out by the Buyer in co-operation with the Buyers and/or occupiers of other units in the said building complex at their own costs and in this regard, the Owner and/or the Developer shall not in any manner be liable or responsible.
- 11.2. The Buyer shall at *his/her/their* own costs maintain the "said Unit" in good condition state and order and shall be abide by all bye-laws, rules and regulations of Government, Municipality, panchayat, BL&LRO and/or other statutory authorities and local bodies including those as may be framed by the Developer and/or the Holding Organisation after its formation, for the proper maintenance of the said building complex and the common parts as also essential services thereat and shall be

responsible for all breaches and/or violations of any of the conditions or rules or bye-laws.

- 11.3. The Buyer shall at all times permit the Developer and its engineers, contractors, surveyors and agents during reasonable hours during the day time and upon prior appointment with or without workmen and others to enter into and upon the said Unit or any part of the building block or the complex for the purpose of causing repairing maintaining rebuilding cleaning lighting and keeping in order and good condition all sewers drains pipes cables gutters, wires structures and other conveniences belonging to or serving or used for the said building block or the complex and also for the purpose of pulling down maintaining repairing and testing drains water-pipes and electric wires and for similar other purposes and/or to view and examine the state and condition of the "said Unit" or portions thereof and the Buyer shall be liable to make good immediately on receiving notice of all such defects and want of repairs of which notice in writing shall be given by the Developer to the Buyer.
- 11.4. As from the date of possession of the "said Unit", the Buyer agrees and covenants –
- a) To co-operate with the Buyers of other Units at the building complex as also the Developer in the management and maintenance of the said building complex and also the common parts and essential services thereat;
  - b) To observe the rules as may from time to time be framed by the Developer and upon the formation of the Holding Organisation by such Holding Organisation with regard to maintenance of the common parts and essential services at the building complex;
  - c) To use the "said Unit" in such manner, which may not in any manner cause nuisance or annoyance to the owners/occupiers of other Units at the building complex;

- d) To use the "said Unit" or permit the same to be used strictly for the purpose for which the same is meant and has been sanctioned. The Flat shall be used for residence and parking space shall be used for parking of cars.

- 11.5. The Buyer shall on and from the date of delivery of possession of the "said Unit" by the Developer, strictly observe and comply with the various negative covenants recorded in *Schedule "G"* hereunder.

## **12. HOLDING ORGANISATION:**

- 12.1. The Developer herein shall after disposal of all the units at the said building complex, make an Association or syndicate under the Societies Registration Act or in the alternative, cause incorporation of a Private Limited Company under the provisions of the Companies Act, 1956 for administration and maintenance of the common parts and essential services at the building . The object of such Syndicate/Association/Company shall be to manage and administer the maintenance of common parts, amenities and facilities and other affairs of the said building and also to receive and realise the contributions from all the Owners and/or occupiers of different units and other spaces of the said building payable by them respectively towards the maintenance and service charges, the rates and taxes including those mentioned in *Parts - II and III* of the *Schedule "E"*, hereunder written and also to disburse incur and pay the same.
- 12.2. The Buyer hereby agree and undertake to be a member of such association or Company as and when the same is formed or incorporated by the Developer and further agree from time to time and at all times to sign execute and deliver necessary application and all other papers, declarations and documents as may be required for the formation and registration of such Association or Company as may be prepared or caused to be prepared by the Developer.

- 12.3. The costs and expenses of and incidental to the formation or incorporation of such Association/Company as the case may be shall proportionately be borne by all the Buyers including the Buyer herein.

**13. REQUISITIONS AND ACQUISITIONS:**

- 13.1. If at any time the "said Unit" is acquired or is affected by the Acquisition proceedings by the Government or any other statutory authority under any law relating to acquisition of properties or otherwise then and in such event, out of the compensation money received or receivable the balance amount of the agreed consideration money and also the amount of Extras and Deposits mentioned in *Clause 5* above and all other amounts and dues as may be payable by the Buyer on account of the "said Unit" as per this Agreement, shall be paid first to the Developer herein.
- 13.2. In case the "said Unit" is requisitioned or otherwise affected by any requisition proceedings, this Agreement shall remain unaffected and the Buyer shall be liable and responsible to pay all amounts as per this Agreement and also for due observance and performance of the terms as herein mentioned and the Buyer shall be entitled to the rents, compensations and all other benefits receivable in respect of such requisitions. Provided however that until payment of all amounts and dues to the Developer as per this Agreement by the Buyer, the Buyer shall not be entitled to any right or interest in the "said Unit" nor to receive any rent or compensation or other benefits from such requisitioning Authorities.

**14. FORCE MAJEURE:**

- 14.1. The Period of construction or delivery of possession of the "said Unit" to the Purchaser and the compliance of all other obligations by the Developer shall always be subject to the Developer not

being prevented by Force Majeure. The time for compliance by the Developer shall automatically get postponed by the duration of the Force Majeure event and its effects.

- 14.2. The Storm, tempest, fire, flood, earthquake and other Acts of God or Acts of Government, Statutory Body etc, including strike, bandh, riot, mob, air raid and order restraining development or construction at the "said Premises" by the Court of Law or statutory authority and scarcity of materials or equipments in the market and any other reason beyond the control of the Developer shall be included in Force-Majeure for such purpose.

15. **MISCELLANEOUS:**

- 15.1. Notwithstanding anything to the contrary herein contained, the said building complex shall at all times be named and known as "SONAR KELLA" and the said name shall not under any circumstances be changed or altered or modified. The Holding Organisation as may be formed as hereinbefore stated, shall also bear the said name "SONAR KELLA". The several building blocks at the said building complex shall respectively be named blocks "1", "2", "3", "4" "5" and "6".
- 15.2. The Buyer agree not to do anything, whereby the rights of the Owner and/or the Developer and/or the Buyers of other units and other spaces at the said building complex are affected or prejudiced in any manner and/or which may affect or prejudice the use and enjoyment of the other units and/or portions and/or the common parts including the additional facilities at the said building complex by the owners and/or occupiers of other units and spaces at the building.
- 15.3. The Buyer shall not do anything whereby the Buyers of other units at the building complex are obstructed or prevented from the use or enjoyment of their respective units and/or the common areas.

- 15.4. The Buyer herein shall be entitled to the easement rights and privileges morefully and particularly described in *Part - I* of the *Schedule "F"* hereunder written and that the Owner as also the Developer have reserved for themselves the easement and privileges morefully and particularly described in *Part-II* of the *Schedule "F"* hereunder written.
- 15.5. The Buyer shall not do or permit to be done any act deed or thing which may render void or voidable the insurance of any Unit or other portions of the building complex or cause any insurance premium to be increased in respect thereof.
- 15.6. Any indulgence given or shown by the Owner and/or the Developer in enforcing the terms of this Agreement or any forbearance or giving of time shall not be construed as a waiver on the part of the Owner and/or the Developer of any breach of or noncompliance of any of the terms and conditions of this Agreement by the Buyer nor shall the same in any manner prejudice the rights of the Owner and/or the Developer.
- 15.7. The Buyer herein and also the buyers of other units at the said building will not require the Owner and/or the Developer to contribute towards the maintenance charges and other costs and expenses whatsoever including those mentioned in the *Part - II and III* of *Schedule "E"* hereunder written on account of the Units and/or other spaces of the said building complex, which are not transferred or disposed of by the Developer.
- 15.8. So long as all the Units of the building complex are not disposed of and the Holding Organisation is not formed, the Management of the affairs of the buildings and the right to realize the monthly maintenance charges as also the proportionate amount of rates and taxes and other dues from the several Buyers of units including the Buyer above named and to make disbursement thereof shall continue to vest in the Developer herein.
- 15.9. The Buyer agrees to register this Agreement and also to bear and pay the Stamp Duty, Registration fees and other cots and

expenses in connection therewith and in this regard, both the Owner and the Developer agree to attend before the registering authority and admit the execution of this Agreement for registration of the same.

- 15.10. This Agreement records all the terms of the Agreement between the parties and no oral representations or statements shall be considered valid or binding on either of the parties nor shall any provisions of this agreement be waived except by written consent of the parties hereto.
- 15.11. The Buyer acknowledges upon signing of this Agreement that no agreements, conditions, stipulations, representations, guarantees or warranties have been made by either of the parties hereto or their respective agents, servants or employees other than what are specifically set forth herein.
- 15.12. The right of the Buyer shall remain restricted to the "said Unit" and in no event the Buyer shall be entitled to and hereby agrees not to claim any right in respect of the other units or portions of the said building complex and the "said Premises".
- 15.13. For the purpose of acquiring the "said Unit" in the aforesaid building complex, the Buyer will be entitled to apply for and obtain financial assistance from banks and other financial institutions but in no event the Owner and/or the Developer will be liable or assume any liability for such loans and it is made clear that the obtaining of the loan by the Buyer will always be subject to the terms and conditions herein contained.

**16. TRANSFER DEED:**

- 16.1. Subject to the Buyer herein duly making payment of the aforesaid agreed consideration money as also the amounts of Extras and Deposits and all other amounts payable by the Buyer as per this Agreement and further duly observing and performing the various terms conditions and covenants herein contained and on



the part of the Buyer to be observed and performed, the Owner along with the Developer herein shall complete the sale and/or transfer in respect of the "said unit" by executing and registering appropriate deed of Transfer in favour of the Buyer herein.

- 16.2. The Buyer hereby agree to have the proposed Deed of Transfer in respect of the said unit executed and registered by the Owner and the Developer, positively on or before the delivery of possession of the "said Unit" by the Developer. The Buyer agree and confirm that the Buyer shall not be entitled to claim possession of the said unit till the Buyer has got the Deed of Transfer duly executed and registered by the Owners and the Developer.

**17. DOCUMENTATION, FEES & COSTS:**

- 17.1. **M/s. B.K. Jain & Co., Advocates** have prepared this Agreement and shall also draw the proposed Transfer Deed in respect of the "said Unit" as also all other deeds, papers and documents as are required for and/or in connection with the various common purposes relating to the said building and formation of the Holding Organisation as envisaged herein and such documents shall contain covenants to be observed on the part of the respective parties as in the sole discretion of the said Advocates be determined to be reasonable.
- 17.2. The Buyer shall pay the fees of **M/s. B.K. Jain & Co., Advocates** for preparing this Agreement and also the proposed Deed of Transfer as mentioned in *Part II of Schedule "D"* hereunder written.
- 17.3. The Buyer herein shall be at liberty at *his/her/their* own costs, to consult any other lawyer/Advocate for independent advice. Provided however that such obtaining of advice from other lawyers by the Buyer, will not absolve the Buyer from *his/her/their*

obligation to pay the remuneration and fees of the said Advocates.

- 17.4. All amounts of stamp duty, registration fees and incidental expenses for and/or in relation to the execution and registration of this Agreement as also the proposed Deed of Transfer shall be borne and paid by the Buyer.

**18. NOTICE:**

- 18.1. All notices to be served hereunder by either of the parties to the other shall be deemed to have been served on the fourth day of the date the same has been delivered for dispatch to the postal authority by speed post with acknowledgement due at the last known address of the party hereto.

- 18.2. All letters, notices and circulars affixed on the notice board at the said building will be deemed to have been duly served on all the buyers/owners and/or occupiers of the units at the building including the Buyer herein and the same will effectively discharge the owners and/or the Developer.

**19. ARBITRATION:**

- 19.1. All disputes and differences relating to or arising out of this agreement or with regard to the construction or interpretation of this agreement or any of the terms herein contained or determination of any liability, whether on the date of such dispute or difference this Agreement shall be subsisting or not, shall be referred for final adjudication to the Sole Arbitrator to be nominated by the Advocates. The Arbitration proceeding would be in accordance with the provision of the Arbitration & Conciliation Act, 1996. The Arbitrator shall have summary powers and further be entitled to make interim Awards and/or give interim directions.

20. **JURISDICTION:**

- 20.1. The Hon'ble High Court at Calcutta shall exclusively have the jurisdiction to entertain, try and determine all actions and proceedings between the parties arising out of this Agreement.

**SCHEDULE "A" ABOVE REFERRED TO**  
**DEFINATION**

- a) **OWNER:** shall mean and include **M/s. Shantimay Complex Private Limited** and its successor or successors in office and/or assigns.
- b) **DEVEOPER:** shall mean and include **M/s. Arrjavv Builder Private Limited** and its successor or successors in office and/or assigns.
- c) **SAID PREMISES:** shall mean and include **All That** the pieces or parcels of several **Plots of Bastu Land** in aggregate measuring about **243.25 Decimals** situate, lying at and comprised in **R.S./L.R. Dag Nos. 330, 332, 333, 334, 334/889, 335 and 336** under **Khatian No. 1722 at Mouza - Dihimedanmalla, J.L. No.34, Police Station and Sub Registry Baruipur, within Hariharpur Gram Panchayat, District - 24 Parganas South**, more fully described in the *Schedule "B"* hereunder written.
- d) **SAID LAND:** shall mean and include the land comprised in the "said Premises", more fully described in the *Schedule "B"* hereunder written.
- e) **BUILDING COMPLEX:** shall mean and include the residential building complex consisting of 6 (six) building blocks respectively named Blocks "1", "2", "3", "4", "5" and "6" each consisting of ground and upper four floors, parking spaces and other spaces, which is being constructed at the "said Premises" and the same to be named and known as **"SONAR KELLA"**.

- f) **BUILDING BLOCKS**: shall mean and include the proposed 6 (six) building blocks respectively named Blocks "1", "2", "3", "4", "5" and "6", which are being constructed at the "said Premises".
- g) **UNITS**: shall mean and include several residential flats, parking spaces and other saleable spaces of the building complex.
- h) **UNIT**: shall mean and include the residential flat with or without right to park car, if any, together with the undivided indivisible variable proportionate share in the Land beneath the building block and the right to use the common parts at the building block and the building complex, more fully described in the *Schedule "C"* hereunder written.
- i) **SUPER BUILT UP AREA**: shall mean the total covered area of the residential flat plus the areas of the walls, pillars as also proportionate area of the landings, stairs, entrances, corridors, lobbies and other common areas and spaces at the building and in this regard, the Certificate of the Architects shall be final. No dispute as regards the measurements, rational or otherwise shall be raised by the Buyer.
- j) **SANCTIONED PLAN**: shall mean and include the building Plan No. 301/431/KMDA dated 06/02/14 and Plan No. 67 dated 14/02/2014 duly sanctioned and approved by the Zilla Parishad, South 24-Parganas as also Hariharpur Gram Panchayat respectively for construction of the building complex and shall include the right of the Owners to cause modifications and alterations thereto and also obtain renewal thereof from time to time as may be deemed expedient by the Owner and approved by the Zilla Parishad and/or Hariharpur Gram Panchayat.
- k) **PARKING SPACES**: shall mean and include the covered and uncovered spaces on the Ground floor of the several building blocks and also the open spaces of the "said Premises"/building complex, which can be utilized for parking of cars or two-wheelers.

- l) **PARKING SPACE**: shall mean and include the right to park a medium sized car or two wheeler only in the covered space on the Ground floor of the building blocks or the open spaces at the complex/said Premises as may be allotted to the Buyer by the Developer and the same described in *Schedule "C"* hereunder written.
- m) **ROOF**: shall mean and include the roof and/or terrace of the building block at the building complex.
- n) **COMMON PARTS**: shall mean and include the entrances, corridors, lobbies, landings, stair-cases, passages, ways and other common parts, areas and amenities of the building blocks and of the building complex and the same meant for the common use and enjoyment by the owners/occupiers of the units at the said building blocks and the building complex, more fully and particularly described in *Part-I* of the *Schedule "E"* hereunder written but shall not include the roof, parking spaces or other open/covered spaces on the Ground floor of the building blocks at the complex, which shall remain the exclusive property of the Owner and the Developer with absolute right to sell, let out or otherwise dispose of the same.
- o) **COMMON PURPOSES**: shall mean and include the purpose of maintaining of the said building complex and in particular maintenance of the common parts of the building blocks and also of the building complex and meeting of the costs and expenses for maintenance of the common parts and essential services at the building blocks and the building complex and shall include all matters relating to mutual rights and re-obligations of the Buyers of several units and spaces at the building complex. Wherever any expenses or costs are mentioned to be borne or paid proportionately by the Buyer then the amount payable by the Buyer shall be in proportion to the total area of the "said Unit" in comparison to the areas of the other units at the building complex.

- p) **HOLDING ORGANISATION:** shall mean and include an Association or syndicate or company, as may be constituted incorporated/formed by the Developer with the consent and concurrence of the Owner for the common purposes and also maintenance of the common parts.
- q) **SINKING FUND:** shall mean the fund to be paid and/or contributed by each of the buyers of units at the said building complex including the buyer herein towards sinking/reserve fund to be held by the Developer on account of Capital expenses after completion of the building complex. On formation of the Holding Organisation the amount of sinking fund after adjusting the costs, if any, incurred shall be transferred to the Holding Organisation.
- r) **MAINTANENCE CHARGES:** shall mean the cost charges and expenses as may be incurred for maintaining of the common parts as also for providing the basic and essential services and causing repairs and replacements and shall include those mentioned in *Parts II and III* of the *Schedule "E"* hereunder written.
- s) **TRANSFER:** with its grammatical variations shall include a transfer by possession or by any other means adopted for affecting the transfer of a Unit or other spaces in a multi-storied building in favour of a Buyer thereof although the same may not amount to a transfer in law. Provided however that the transfer of the "said Unit" in favour of the Buyer herein would be strictly subject to the terms conditions covenants and stipulations herein contained.
- t) **BUYER:** shall mean and include as follows:-
- a. In case of an individual, the term buyer shall include his/her heirs, legal representatives, executors, administrators and assigns;

- b. In case of a limited company, the term buyer shall include its successor and/or successors in interest and assigns;
  - c. In case of a Partnership, the term buyer shall include the partners for the time and their respective heirs legal representatives executors administrators and assigns;
  - d. In case of a Hindu Undivided Family, the term Buyer shall include its Karta and the other members of the said HUF and their respective heirs, legal representatives executors administrators and assigns;
  - e. In case of a Trust, the term Buyer shall include the Trustee and/or Trustees for the time being of the said Trust and their respective heirs, legal representatives, executors, administrators and assigns.
- u) **ARCHITECT**: shall mean and include Messrs Agarwal & Agarwal, Architects having office at No.2/5, Sevak Baidya Street, Kolkata-700029.
- v) **ADVOCATES**: shall mean and include Messrs B.K. Jain & Co., Solicitors & Advocates having office at No.6A, Kiran Shankar Roy Road, Kolkata - 700001.

**THE SCHEDULE "B" ABOVE REFERRED TO**

**"said Premises"**

**All That** the pieces or parcels of several **Plots of Land** in aggregate measuring about **243.25 Decimals** situate, lying at and comprised in **R.S./L.R. Dag Nos. 330, 332, 333, 334, 334/889, 335 and 336** under **Khatian No. 1722 at Mouza - Dihimedanmalla, J.L. No.34, Police Station and Sub Registry Baruipur, within Hariharpur Gram**

**Panchayat, District - 24 Parganas South** and butted and bounded in the manner as follows:

- On the North** : By Dag Nos. 263,326,331, 331/876,327,328,329  
**On the South** : By Dag Nos. 337,337/888,338,343  
**On the East** : By Dag Nos. 259,260,261  
**On the West** : By Dag Nos. 115,116 of Mouza- Khasmallick, J.L. No. 35, Block- Baruipur.

**THE SCHEDULE "C" ABOVE REFERRED TO**  
**"said Unit"**

**All That the Residential Flat being No. ....** measuring super built up area of .... **Square Feet** on the **First Floor** of the building block "... named and known as **"SONAR KELLA"** at the **"said Premises"** within Mouza Dihimedanmalla, Police Station and Subregistry Baruipur, within Hariharpur Gram Panchayat, District 24 Parganas South, described in *Schedule "B"* written herein above **TOGETHER WITH** undivided proportionate share or interest in the land beneath the said building block attributed and/or in relation to the above unit;

**THE SCHEDULE "D" ABOVE REFERRED TO**  
**PART - I**

**"CONSIDERATION"**

The Buyer shall pay to the Developer the agreed consideration amount being the sum of **Rs. ..../- (Rupees .....)** **Only** out of which a sum of **Rs. ..../- (Rupees .....)** **only** has been paid by the Buyer to the Developer as Booking amount. The remaining sum has been agreed to be paid by the Buyer to the Developer as per the progress of construction of the building block at the building complex, in the manner as follows: -

- a) **10% ( less booking amount)** on or before the execution of this **Agreement;**



- b) 20% on or before the Completion of Foundation.
- c) 10% on or before the Completion of First Floor Roof Casting.
- d) 10% on or before the Completion of Second Floor Roof Casting.
- e) 10% on or before the Completion of Fourth Floor Roof Casting.
- f) 10% on or before the Completion of Brickwork.
- g) 10% on or before the Completion of outside plastering
- h) 10% on or before Completion of flooring.
- i) 10% on or before taking possession of the "said Unit".

## **Part - II**

### **"Extras"**

1. On or before delivery of possession of the Unit, the Buyer would pay to the Developer the following amounts as Extras on the basis of the super built up area of the residential flat and the same may be determined by the Developer:
  - (a) Buyer's share of the costs, charges and expenses for procuring transformer, electricity connection for the Building;
  - (b) The costs, charges and expenses for common generator and its accessories and providing connection to the "said Unit" for supply of power during power failure;
  - (c) Rs.1,000/- for formation of Association/ Society;
  - (d) The proportionate costs and charges for installation of water filtration plan and its accessories;
  - (e) Rs.15,000/- towards legal fees out of which 50% to be paid simultaneously on execution hereof and the balance on or before taking possession of the Unit or execution of the Sale Deed;

- (f) The costs, charges and expenses for causing mutation of the name of the Buyer as also separate assessment of Municipal Taxes in respect of the "said Unit", whichever shall be earlier;
  - (g) Rs.25,000/- for Club Membership.
2. In addition to the above specified amounts, the Buyer shall also pay to the Developer the following amounts :-
- (a) Proportionate share of the costs, charges and expenses for setting up or providing any additional or extra facilities or installation in addition to those mentioned in *Part-II* of the *Schedule "D"* hereinabove written;
  - (b) Amounts of stamp duty, registration fees and allied expenses on account of the execution and registration of this Agreement and of the Sale Deed and other documents to be executed and/or registered in pursuance hereof;
  - (c) Proportionate amount of the Security Deposit as may be required by electricity department as also the amounts of expenses required to be incurred for separate meter in respect of the "said Unit" directly and proportionate share of the security deposit in respect of the common meters in respect of the Common Areas and Installations;
  - (d) Service Tax, Value Added Tax (VAT) or any other statutory charges/levies by any name called, if applicable and payable on construction of the "said Unit" or on the transfer thereof and/or on any amount or outgoing (including Maintenance Charges) payable by the Buyer in respect of the "said Unit".
  - (e) All taxes, levies, betterment fees, development charges etc., under any statute rules and regulations on the "said Premises" and/or the "said Unit" and/or the Building block and/or the building complex or on the construction or transfer of the "said Unit" envisaged hereunder payable by the Buyer wholly if the same relates to the "said Unit" and otherwise proportionately;

### Part - III

### **“Deposits”**

At or before taking over possession of the “said Unit” the Buyer would deposit with the Developer the under-mentioned amounts, which would be held by the Developer and shall be made over to the Holding Organisation on its formation after adjusting and/or deducting there from the costs and charges incurred by the Developer:-

- (a) The Buyer shall keep deposited with the Developer Rs.24/= per Square Feet (i.e. Rs.2/= per Square Feet for 12 months) and the same to be calculated on the basis of the total super built up area of the said residential flat as and by way of security for due payment by the Buyer in respect of the monthly maintenance charges and other outgoings on account and in respect of the “said Unit”. Such deposit amount shall carry no interest;
- (b) The Buyer shall keep deposited with the Developer an amount as may be determined by the Developer and the same to be calculated on the basis of the total super built up area of the “said Unit” as and by way of security for due payment by the Buyer in respect of the Municipal tax and other rates and taxes on account of the “said Unit” for the period from the date of possession till separate assessment of Municipal taxes in respect of the “said Unit”. Such deposit amount shall carry no interest.
- (c) The Buyer shall keep deposited with the Developer Rs.25/- per Square Feet and the same calculated on the basis of the total super built up area of the said Flat towards sinking funds for and on account of repair, replacement and installation of capital assets at the building. Such deposit shall carry no interest.

### **THE SCHEDULE “E” ABOVE REFERRED TO**

#### **PART - I**

#### **“Common Parts”**

##### **A. Building Block Common Parts:**

1. Overhead water reservoir and the distribution pipes.

2. Firefighting and protection system inside the towers and fire refuge.
3. The Entrance lobby and the lobbies on each of its floors and the staircase from the ground floor up to the top floor.
4. The lifts and the equipment in connection with installations and running of the lifts, including the wells in each floor and rooms.
5. Electrical wiring and fittings and fixtures for lightings the staircase lobby, the common portions for operating the lift and from the ground floor to all the flats an Utility rooms.
6. The outer walls of the Towers including all projections, elevation treatment, ventilation shaft, ducts, wells at each floor and ground floor.

**B. Building Complex Common Parts:**

1. High Tension /I.T. Sub Station Room, Meter room.
2. Generator and the space required for installing the same.
3. Water filter plant and space.
4. Fire Fighting and Protection system and space.
5. Water Pump, Underground Water Reservoir, Tube Well and the Distribution pipes.
6. Such other equipment, machinery or facilities as be required for the complex.
7. The water falls, foundations and the lawns.
8. Fences, hedges boundary walls and gates of the complex.
9. Shades and other constructions garbage room, main gate, security room, maintenance office.
10. Covered driveways/spaces in the ground floor excluding area meant or intended for parking of car and for other purpose.
11. Dedicated Communication system for Telephone.
12. Main Switch, Common Meter, transformer Electrical Sub Station Installation.
13. Darwan Room.

14. Landscape Garden, Children Play Area, Jogger's Track, Swimming Pool, Multi Gym, Community Hall and other amenities.

**PART - II**

Costs expenses and outgoings and obligations for which all the Buyers including the Buyer herein are to contribute proportionately:

- A) Costs of maintaining repairing, re-decoration, renewing the main structure and in particular the drainage, rain water discharge arrangement, water supply system and electrification of all common parts mentioned in the *Part-I* of the *Schedule "E"* above written.
- B) Costs of repairing, decorating, maintaining, white-washing and colour washing the main structure including the exterior of the building and also the common parts described in *Part-I* of the *Schedule "E"* above written.
- C) Cost of cleaning and lighting the entrance of the building as also the passage and spaces around the building lobby, corridors, stair case, Lift and other common Parts.
- D) Cost of maintaining Lift, Generator, Transformer, Electrical installations, Pumps and other common facilities and essential services.
- E) Salary, wages, fees and remuneration of Durwans, Liftman, sweepers, plumbers, electricians, care-takers, or any other person whose appointment may be considered necessary for maintenance and protection of the said building and administration and management of the affairs thereof.
- F) All costs, charges and expenses for maintaining common services described in *Part-III* of the *Schedule "E"* hereunder written.

- G) Such other expenses as are necessary or incidental to the maintenance or up keeping of the building and of the common areas facilities and amenities.

**PART - III**

- A) **BASIC SERVICES:** All costs and expenses for providing all or any of the following services at the building complex:
- a) Maintaining repairing amending altering rebuilding renewing and redecorating and where appropriate cleansing and repainting (to such standard as the Developer/Holding Organisation may from time to time consider adequate in its absolute discretion):
    - i) The structure of the building block and in particular the roof, foundations and walls thereof;
    - ii) The pipes in under or upon the building block which shall serve the same;
    - iii) The common parts;
    - iv) The boundary walls of the building block;
    - v) The pathways, driveways, approach roads and car parks within the building;
  - b) Providing lift services during normal business hours by the operation of the lifts or by such substituted lifts and the cost of any substituted or replaced lift or lifts.
  - c) Cleaning and lighting of the common parts to such standard as the Developer/Holding Organisation may from time to time consider adequate;

- d) Maintaining at all times during normal hours adequate supply of water subject to availability and unless prevented by circumstances beyond the control of the Developer/Holding Organisation;
- e) Installing maintaining repairing and renewing necessary fire fighting and alarm equipments in the common parts as the Developer/Holding Organisation may deem necessary or as may be required;
- f) Cleaning and keeping clean (both inside and outside) all windows in the common parts;
- g) Supplying providing purchasing maintaining renewing replacing repairing and keeping in good and serviceable order and condition all equipments, fixtures, fittings tools appliances, materials and other things which the Developer/Holding Organisation may deem necessary for the maintenance upkeep or cleanliness of building complex;
- h) Any other services provided by the Developer/Holding Organisation from time to time and not expressly mentioned herein;
- i) Cost of running generator and its replacement as may be required from time to time and not expressly mentioned herein;
- j) Contribution towards Sinking Fund as may from time to time be determined by the Developer/Holding Organisation;

**PROVIDED ALWAYS** that the Developer/Holding Organisation may withhold add or extend vary or make any alteration in the rendering of the above services or any of them from time to time.

**B) MAINTENANCE:** The cost of periodically inspecting servicing maintaining replacements and insuring the lifts, lift-shafts, standby generator, electrical and mechanical equipments and other apparatus, plant and machinery at the building complex.

C) **ELECTRICITY & GAS:** The cost of supply of electricity, gas, oil and/or fuel for the common parts and the provisions of services referred to herein.

D) **STAFF ETC.:** The cost of employing such staff on pay roll or on contract basis as the Developer/Holding Organisation may at its absolute discretion deem necessary for rendering of services at the building complex.

E) **OUTGOINGS:** All rates charges assessments impositions and other outgoings payable in respect of the parts of the building complex not exclusively or ordinarily occupied by any Buyer including residential accommodation for care-takers and other staff employed in connection with the building complex and any water rates paid by the Buyer in respect of the said building complex.

F) **FEES:** The fees of the Administrator and the Accountant and other fees to be incurred in connection with general management of the Building complex.

G) **STATUTORY REQUIREMENTS:** Costs of complying with and/or carrying out statutory requirements including payment of statutory dues in respect of the said building complex and/or the land or parts thereof.

## **THE SCHECULE "F" ABOVE REFERRED TO**

### **PART - I**

#### **(Easements, rights and privileges)**

1. The Buyer will be entitled to all rights privileges vertical and lateral supports, easements, appendages and appurtenances whatsoever belonging to or in any way appertaining to the "said Unit" and the properties appurtenant thereto usually held used occupied or enjoyed or reputed to be known as part or parcel thereof or



appertaining thereto which are herein more fully specified **EXCEPTING AND RESERVING** unto the Developer and the Owner the rights of easements and Quasi-easements privileges and appurtenances more fully described in *Part-II* of the *Schedule "F"* hereunder written.

2. The rights of access and use in common with the Developer and Owner and/or the Owners and/or occupiers of Units at the Building complex, their servants agents and invitees at all times and for all normal purposes connected with the use and enjoyment of the "said Unit" such drains wires and conduits and for the purpose of repairing or clearing any part or parts of the "said Unit" and/or common parts in so far as such repairing repainting or cleansing as aforesaid cannot be reasonably carried out without such entry AND in all such cases excepting emergent situation upon giving 48 hours previous notice in writing of the Buyer's intention to do so written to the Developer and other persons affected thereby.

## **PART - II**

### **(Easements reserved by the Developer and the Owner)**

The under mentioned rights easements quasi-easements privileges and appurtenances shall be except out of the sale and be reserved unto the Developer and/or the Owner.

1. The right in common with the Buyer herein and also the Buyers/Occupants of other Units and/or other parts of the Building Complex for the use and enjoyment of the common parts and essential services.
2. The right of passage of gas, if any, electricity, telephone, water and gas, if any, from and to any part of the said Building complex through or over the "said Unit" and/or the said land and Building complex as may be reasonably necessary for the beneficial use and occupation of the other units or portions of the said land and building complex for all purpose whatsoever.

3. The right of protection of other portion or portions of the building block and also the said building complex, by the "said Unit" and parts thereat so far as they now protects the same.
4. The right as might otherwise become vested in the Buyer by means of any structural alteration to the "said Unit" or otherwise in any manner to lessen or diminish the support at present enjoyed by other part or parts of the said building complex.
5. The right of the Owners and/or occupiers of other units or parts of the said building complex for the purpose of ingress to and egress from their units and/or other part or parts of the said Building complex and further to use the front entrance, the tube well, transformer, staircases, lift, open and covered spaces and other common portions.
6. The right with or without workmen and necessary materials to enter upon from time to time the "said Unit" for the purpose of repairing so far as may be necessary such pipes drains and wires conduits and other common portion as aforesaid.

**THE SCHEDULE "G" ABOVE REFERRED TO**

**BUYER'S NEGATIVE COVENANTS:** In connection with the use and enjoyment of the "said Unit" the Buyer shall be obliged:

- a) Not to throw any rubbish in the common parts nor to store any offensive, dangerous and combustible goods in the Unit;
- b) Not to do or commit any act or deed, which may in any manner cause obstruction or hindrance in completion of construction of the building blocks and/or the building complex by the Developer;
- c) Not to carry on any obnoxious injurious noisy offensive or illegal activity in the "said Unit";

- d) Not to do or commit any act which may cause any nuisance or annoyance to the Owners and/or occupiers of other units at the said building block and/or the complex;
- e) Not to use the "said Unit" nor permit the same to be used for any guest house, boarding and lodging house, nursing home, meeting place, club, manufacturing or processing work, hobby center, without the consent in writing of the Developer first obtained;
- f) Not to encroach upon nor to store or permit to be stored any goods or materials in the common portions lobbies, corridors, staircases, and other parts of the said building block and/or the complex;
- g) Not to park or permit to be parked any car or vehicle in the common passages or driveways, without written permission of the Developer;
- h) Not to decorate or paint or otherwise alter the exterior of the "said Unit" and/or common parts of the said building block and/or the complex in any manner save in accordance with the general scheme thereof as permitted in writing by the Developer or the Holding Organisation;
- i) Not to hang or display any clothes or articles in the verandah/balcony or on the windows or in such manner as may be visible from outside;
- j) Not to do anything whereby the other Owners and/or occupiers of units are obstructed in or prevented from enjoying quietly and exclusively of their respective units and parking spaces and jointly of the common parts;
- k) Not to claim any right in any part of the Building complex or the land save as be necessary for ingress and egress of men materials utility pipes cables and lines to the "said Unit" and in particular not to claim any right to any parking space or terrace or any other space or place save as has been expressly granted;

- l) Not to obstruct in any manner the Developer or other person permitted and/or authorised by the Developer in raising further stories or making other constructions or transferring any right in or on the land or building block and/or the complex or other spaces or parking spaces or new constructions therein;
- m) Not to display or affix any neon sign or sign board on any outer walls of the building block and/or the complex or the "said Unit" or in common parts save to the extent and at places specified from time to time;
- n) Not to claim any partition or sub-division of the land or the common parts nor to partition the unit by metes and bounds except with the permission in writing of the Developer;
- o) Not to claim any right over the roof/terrace and/or parking spaces and over and in respect of other open spaces not being transferred to the Buyer and the Developer along with the Owner shall have the full and absolute right to deal with and/or to transfer the same, without any objection from the Buyer or any person claiming through them;
- p) Not to do anything whereby the rights of the Owners and/or Occupiers of other units in the said building complex is affected or prejudiced in any manner whatsoever and/or which may affect or prejudice the use and enjoyment of the common parts by the other Owners or Occupiers of Units at the building block and/or the complex;
- q) Not to do or permit to be done any act deed or thing, which may render void or voidable any insurance of any Unit or other portions of the said building or cause any insurance premium to be increased in respect thereof;
- r) Not to claim any right in respect of the common parts and the services, facilities and amenities except the right to use the stairs, lifts, entrance and passage as may be necessary for ingress and egress to and from the "said Unit".

- s) Not to install Air conditioners nor to display any name plate anywhere else excepting the place which has been specified for the said purpose.
- t) Not to permit or allow any peon or guard or other staff member or other person to stay at the “said Unit” during the night hours beyond 9 p.m. on working days and/or to visit or stay at the “said Unit” on Sundays or other public holidays.
- u) Not to alter or permit any alternation in the elevation and outside colour scheme of the exposed walls of the Varandahs lounge or any external walls or the external doors and windows including grills of the “said Unit”;
- v) Not to do anything, which prevent the Developer from making further or additional legal constructions within 8:00 A.M to 6:00 P.M. on any working day notwithstanding any temporary disturbance in the Buyer’s enjoyment of the “said Unit”.

**THE SCHEDULE “H” ABOVE REFERRED TO**  
**SPECIFICATIONS**

<b>Sl.No.</b>	<b>Items</b>		<b>Specification</b>
1	<b>Flooring (Within flats)</b>	Liv/Din	Vitrified Tiles
		Bedrooms	Vitrified Tiles
		Toilets	Ceramic Tiles
		Kitchen	Ceramic Tiles
		Balcony	Vitrified Tiles
2	<b>Flooring (Common area)</b>	Lift lobby(Typ.)	Vitrified Tiles
		Staircase	Kotah Stone / India Marble
		Ent. lobby(Ground)	Italian Marble/ vitrified tiles combination
		Service Area	Kotah Stone
		Carparking(Ground)	As per architect specification

3	<b>Wall Finish</b>	Toilets dado (7')	Ceramic Tiles
	<b>(With in flats)</b>	Kitchen dado (2')	-do-
4	<b>Toilet Fixture</b>	C.P. Fitting	
		Sanitory ware & Cistern	Cera/Hindware /Jaguar / or equivalent
5	<b>Toilet Finishing</b>	Basin counter	
		Others	
6	<b>Kitchen Finish &amp; Fixture</b>	Cooking platform	Granite Slab
		Sink	Stainless Steel Sink
		C.P. Fitting	Only Cold Water Line
7	<b>Doors (within flats)</b>	Main doors	Flush Door With Laminate Finish (on the Front Side)
		Bedroom doors	Flush Door
		Toilet doors	Flush Door
		Balcony with Liv/ Din	Aluminum Sliding Door With Full Glazing
8	<b>Windows</b>	Bed Rm./Kitch./Toilets	Aluminum Openable & Fix Combination
9	<b>Electrical (within flat)</b>	Switches & Power Point	Modular Switches & Plug Points (No. As Required)
		Telephone point	Living/Dining
		T.V. point	Living/Dining & Master Bed Rooms
		air conditioning point	Living/Dining & All Bed Rooms
		intercom	Living/Dining
10	<b>Landscaping (Drive way Main, Open Car parking, Lighting, Fountain/Cascade)</b>	As per landscape Design	

11	<b>Plumbing</b>	UPVC/CPVC/SWR Pipes		
12		<b>Exterior</b>	Main Elevation	Texture Paint
			Rear side	Acrylic Paint
	balcony railing		M.S. Railing	
13	<b>Ground floor lobby finishing</b>	Ceiling	P.O.P. false ceiling	
		Lift fascia	Granite / vetrified tiles	
		Walls	Texture / Acrylic Paint	
15	<b>Typical floor lobby finishing</b>	Ceiling	Acrylic Paint	
		Lift fascia	Granite / vetrified tiles	
		Walls	Acrylic Paint	
		Misc		

IN WITNESS WHEREOF the Parties abovenamed have put their respective hands and signatures the day month and year first above written.

**SIGNED SEALED AND DELIVERED**

by the **OWNER** abovenamed at  
Kolkata in the presence of:

**SIGNED SEALED AND DELIVERED**

by the **DEVELOPER** abovenamed at  
Kolkata in the presence of:

**SIGNED SEALED AND DELIVERED**

by the **BUYER** abovenamed at Kolkata  
in the presence of

**Drafted & Prepared by:-**

**B. K. Jain & Co., Advocates,  
6A, Kiran Shankar Roy Road,  
Ground Floor, Kolkata - 700001**



~~~~~  
DATED THIS ..... DAY OF ..... 2016  
~~~~~

**BETWEEN**

**M/S. SHANTIMAY COMPLEX PRIVATE LIMITED**

..... OWNER

**AND**

**MESSRS ARRJAVV BUILDERS PRIVATE LIMITED**

..... DEVELOPERS

**AND**

**.....**

..... BUYER

**AGREEMENT FOR SALE**