

AGREEMENT FOR SALE DATED

1. Place: Kolkata

2. Parties:

- 2.1: SRI SHIBA PRASAD SAMADDAR, son of Late Indu Bhusan Samaddar, residing at 48, Kalibari Road, P.O.&P.S – New Barrackpore, Kolkata – 700131, District – North 24 Parganas having PAN AOXPS8940L;
- 2.2: SRI UTPAL GANGULY, son of Late Tarapada Ganguly, residing at Mukherjee Para Road, P.O. & P.S. - Barasat, Kolkata - 700124, District - North 24 Parganas having PAN ADTPG7082Q;
- 2.3: SRI MANAS BASU, son of Late D.N. Basu, resident of 51/2, Kalibari Road, P.O.&P.S – New Barrackpore, Kolkata – 700131, District – North 24 Parganas having PAN AEAPB7037A;
- 2.4: SRI RATHIN KUMAR GHOSH, son of Late Ranjit Kumar Ghosh, residing at Mitra Para Road, P.O. & P.S. Barasat, Kolkata - 700124, District - North 24 Parganas having PAN ACWPG0728K;

Parties No. 2.1, 2.2, 2.3 and 2.4 are hereinafter jointly referred to as the VENDORS (includes their legal heirs and permitted assignees) through their constituted attorney, M/s CITADEL CONSTRUCTION of the FIRST PART;

- 2.5: M/s. CITADEL CONSTRUCTION, a partnership firm under the Partnership Act, 1932 having its principal place of business at 'Spandan Apartment, 380/1 Jessore Road {South}, Madhyamgram, Kolkata-700129 and having PAN AACFC1663R, through its authorized signatory and Partner, SRI UTPAL GANGULY.

Party No. 2.5 is hereinafter referred to as the DEVELOPER (includes all successors-in-interest and permitted assigns) of the SECOND PART;

AND

- 2.6 MR..... (PAN-) , son of.....
and MRS.....(PAN-) , wife / daughter of Sri
, both residing at
Party No.2.6 is hereinafter referred to as the INTENDED PURCHASER/S (includes all legal heirs and permitted assignees) of the OTHER PART.

Vendors, Developer and Intended Purchaser/s are individually referred to as Party and collectively as Parties.

3: Title to Owners:

WHEREAS One Sri Salil Kumar Mitra purchased a land measuring an area of 59 Decimals comprised in Dag No. 580, under Khatian No. 506 of Mouza – Doharia, J.L No. 45, Touzi 146, Parganas Anwarpur, R.S. No. 132, P.S Barasat (Old), P.S. Madhyamgram (New), Municipality - Madhyamgram, At present **Ward No. 9**, Holding No 7, Mujibar Rahaman Road from one Sadhan Chandra Ghosh by way of a Deed of sale vide Deed No 2800 dated 23.02.1966, registered at Sub Registrar, Barasat and recorded in Book No.1, Vol No. 51, pages from 30 to 34 and took over the peaceful possession thereat.

AND WHEREAS Subsequently said Sri Salil Kumar Mitra further purchased a land measuring an area of 35 Decimals comprised in Dag No. 1344, under Khatian No. 98 of Mouza – Doharia, J.L No. 45, Touzi 146, Parganas Anwarpur, R.S. No. 132, P.S. Barasat (Old), P.S. Madhyamgram (New), Municipality - Madhyamgram, At present **Ward No. 9**, Holding No 7, Mujibar Rahaman Road from one Karim Box Mondal by way of a Deed of sale vide Deed No 12758 dated 16.08.1966, registered at Sub Registrar, Barasat and recorded in Book No. 1 Vol No. 150, pages from 69 to 75 and took over the peaceful possession thereat.

AND WHEREAS Subsequently said Sri Salil Kumar Mitra further purchased a land measuring an area of 3 Decimals comprised in Dag No. 1343, under Khatian No. 456 of Mouza – Doharia, J.L No. 45, Touzi 146, Parganas Anwarpur, R.S. No. 132, P.S. Barasat (Old), P.S. Madhyamgram (New), Municipality - Madhyamgram, At present **Ward No. 9**, Holding No 7, Mujibar Rahaman Road and also a land measuring an area of 23 Decimals comprised in Dag No. 1344, under Khatian No. 98 of Mouza – Doharia, J.L No. 45, Touzi 146, Parganas Anwarpur, R.S. No. 132, P.S. Barasat (Old) P.S. Madhyamgram (New), Municipality - Madhyamgram, At present **Ward No. 9**, Holding No 7, Mujibar Rahaman Road total measuring an area of 26 Decimals from one Ahad Box Mondal by way of a Deed of sale vide Deed No 907 dated 30.01.1970, registered at Sub Registrar, Barasat and recorded in Book No.1, Vol No. 26, pages from 50 to 55 and took over the peaceful possession thereat.

AND WHEREAS Subsequently said Sri Salil Kumar Mitra further purchased a land measuring an area of 24 Decimals comprised in Dag No. 1343, under Khatian No. 456 of Mouza – Doharia, J.L. No. 45, Touzi 146, Parganas Anwarpur, R.S. No. 132, P.S. Barasat (Old), P.S. Madhyamgram (New), Municipality - Madhyamgram, At present **Ward No. 9**, Holding No 7, Mujibar Rahaman Road and also a land measuring an area of 7 Decimals comprised in Dag No. 1344, under Khatian No. 98 of Mouza – Doharia, J.L No. 45, Touzi 146, Parganas Anwarpur, R.S. No. 132, P.S. Barasat (Old), P.S. Madhyamgram (New), Municipality - Madhyamgram, At present **Ward No. 9**, Holding No 7, Mujibar Rahaman Road total measuring an area of 31 Decimals from one Soumendra Krishna Basu by way of a Deed of sale vide Deed No 8880 dated 20.12.1972, registered at Sub Registrar, Barasat and recorded in Book No.1 Vol No. 108, pages from 24 to 27 and took over the peaceful possession thereat.

AND WHEREAS Subsequently said Sri Salil Kumar Mitra further purchased a land measuring an area of 2 cottahs comprised in Dag No. 1343, under Khatian No. 456 of Mouza – Doharia, J.L No. 45, Touzi 146, Parganas Anwarpur, R.S. No. 132, P.S. Barasat (Old), P.S. Madhyamgram (New), Municipality - Madhyamgram, At present **Ward No. 9**, Holding No. 7, Mujibar Rahaman Road and also a land measuring an area of 1 Bigha 8 Cottahs 1 Chittak 20 Sq.ft comprised in Dag No. 1344, under Khatian No. 98 of Mouza – Doharia, J.L. No. 45, Touzi 146, Parganas Anwarpur, R.S. No. 132, P.S. Barasat (Old), P.S. Madhyamgram (New), Municipality - Madhyamgram, At present **Ward No. 9**, Holding No 7, Mujibar Rahaman Road total measuring an area of 1 Bigha 10 Cottahs 1 Chittak 20 Sq.ft from one Ahad Box Mondal by way of a Deed of sale vide Deed No 2532 dated 22.03.1974, registered at Sub Registrar, Barasat and recorded in Book No. 1 Vol No. 36, pages from 239 to 245 and took over the peaceful possession thereat.

AND WHEREAS Subsequently said Sri Salil Kumar Mitra further purchased a land measuring an area of 35 Decimals comprised in Dag no 1344, under Khatian No. 98 of Mouza – Doharia, J.L No. 45, Touzi 146, Parganas Anwarpur, R.S. No. 132, P.S. Barasat (Old), P.S. Madhyamgram (New), Municipality - Madhyamgram, At present **Ward No. 9**, Holding No 7, Mujibar Rahaman Road from one Soumendra Krishna Basu by way of a Deed of sale vide Deed No 2402 dated 10.03.1975, registered at Sub Registrar, Barasat and recorded in Book No.1 Vol No. 44, pages from 15 to 19 and took over the peaceful possession thereat.

AND WHEREAS Late Jagai Chandra Das, Late Madhab Chandra Das, Smt. Sova Rani Das, Late Subol Chandra Das, Late Sankar Chandra Das, Sri Gour Chandra Das and Sri Netai Chandra Das jointly became the absolute owners of ALL THAT piece and parcel of Land measuring an area of 4 Bigha 18 Cottahs 2 Chittacks, comprised in R.S. Dag No. 1344 under R.S. Khatian No. 98 lying and situated at MOUZA - DOHARIA. J.L. No. 45, R.S. No. 132, Touzi No. 146, Parganas Anwarpur, P.S. Barasat (Old), P.S. Madhyamgram (New) within the local limits of Madhyamgram Municipality, District - North 24 Parganas, by virtue of purchase from Sri Salil Kumar Mitra, through a Sale Deed duly registered on 18.07.1980 at Alipore and recorded in Book No. 1, Vol No. 213, Pages from 15 to 20, being No. 6143 for the year 1980 and absolutely seized and possessed the same peacefully without interruption of others free from all encumbrances, by paying rent and taxes regularly before the concerned authority from time to time.

AND WHEREAS Subsequently Late Jagai Chandra Das, Late Madhab Chandra Das, Smt. Sova Rani Das, Late Subol Chandra Das, Late Sankar Chandra Das, Sri Gour Chandra Das and Sri Netai Chandra Das jointly became the absolute owners of ALL THAT piece and parcel of Land measuring an area of 15 Cottahs, comprised in R.S. Dag No. 1343 under R.S. Khatian No. 456 lying and situated at MOUZA - DOHARIA J.L. No. 45, R.S. No. 132, Touzi No. 146, Parganas Anwarpur, P.S. Barasat (Old), P.S. Madhyamgram (New) within the local limits of Madhyamgram Municipality, District - North 24 Parganas, by virtue of purchase from Sri Salil Kumar Mitra, through a Sale Deed duly registered on 18.07.1980 at Alipore and recorded in Book No. 1, Vol No. 204, Pages from 14 to 18, being No. 6144 for the year 1980 and absolutely seized and possessed the same peacefully without interruption of others free from all encumbrances, by paying rent and taxes regularly before the concerned authority from time to time.

AND WHEREAS Subsequently Late Jagai Chandra Das, Late Madhab Chandra Das, Smt. Sova Rani Das, Late Subol Chandra Das, Late Sankar Chandra Das, Sri Gour Chandra Das and Sri Netai Chandra Das jointly became the absolute owners of ALL THAT piece and parcel of Land measuring an area of 1 Bigha 15 Cottahs 11 Chittacks, comprised in R.S. Dag No. 580 under R.S. Khatian No. 506 lying and situated at MOUZA - DOHARIA. J.L. No. 45, R.S. No. 132, Touzi No. 146, Parganas Anwarpur, P.S. Barasat (Old), P.S. Madhyamgram (New) within the local limits of Madhyamgram Municipality, District - North 24 Parganas, by virtue of purchase from Sri Salil Kumar Mitra, through a Sale Deed duly registered on 18.07.1980 at Alipore and recorded in Book No. 1, Vol No. 253, Pages from 5 to 8, being No. 6145 for the year 1980 and absolutely seized and possessed the same peacefully without interruption of others free from all encumbrances, by paying rent and taxes regularly before the concerned authority from time to time.

AND WHEREAS Mr. Shibaprasad Samaddar, Mr. Utpal Ganguly, Mr. Manas Basu and Mr. Rathin Kumar Ghosh jointly purchased from Smt. Rina Das all that piece and parcel of land measuring an area of 19 Cottahs 14 Chittacks, 20 Sq.ft. be the same a little more or less comprised in R.S. Dag No. 1344, 1343 and 580 under R.S. Khatian No. 98, 456 and 506, lying and situated at Mouza Doharia, J.L. No. 45, R.S. No. 132, Touzi No. 146, Parganas Anwarpur, P.S. Barasat (Old), P.S. Madhyamgram (New) within the local limits of Madhyamgram Municipality, District - North 24 Parganas, by virtue of a Sale Deed, duly executed on 14.08.2009 and registered on 28.10.2009 before the to District Sub Registrar Office – II, Barasat and entered into Book No. 1, CD Volume No. 7, pages from 2181 to 2194, being no. 06229 for the year 2009

AND WHEREAS subsequently Mr. Shibaprasad Samaddar, Mr. Utpal Ganguly, Mr. Manas Basu and Mr. Rathin Kumar Ghosh jointly purchased from Smt. Karuna Das, Sri Sanjib Das and Smt. Mithu Nath all that piece and parcel of land measuring an area of 19 Cottahs 14 Chittacks, 20 Sq.ft. be the same a little more or less comprised in R.S. Dag No. 1344, 1343 and 580 under R.S. Khatian No. 98, 456 and 506, lying and situated at Mouza Doharia, J.L. No. 45, R.S. No. 132, Touzi No. 146, Parganas Anwarpur, P.S. Barasat (Old), P.S. Madhyamgram (New) within the local limits of Madhyamgram Municipality, District - North 24 Parganas, by virtue of a Sale Deed, duly executed on 14.08.2009 and registered on 28.10.2009 before the District Sub Registrar Office – II, Barasat and entered into Book No. 1, CD Volume No 7, pages from 2273 to 2287, being no. 06236 for the year 2009

AND WHEREAS subsequently Mr. Shibaprasad Samaddar, Mr. Utpal Ganguly, Mr. Manas Basu and Mr. Rathin Kumar Ghosh jointly purchased from Sri Netai Chandra Das all that piece and parcel of land measuring an area of 19 Cottahs 14 Chittacks, 20 Sq.ft. be the same a little more or less comprised in R.S. Dag No. 1344, 1343 and 580 under R.S. Khatian No. 98, 456 and 506, lying and situated at Mouza Doharia, J.L. No. 45, R.S. No. 132, Touzi No. 146, Parganas Anwarpur, P.S. Barasat (Old), P.S. Madhyamgram (New) within the local limits of Madhyamgram Municipality, District - North 24 Parganas, by virtue of a Sale Deed, duly executed on 14.08.2009 and registered on 29.10.2009 before the District Sub Registrar Office – II, Barasat and entered into Book No. 1, CD Volume No. 7, pages from 2804 to 2817, being no. 06277 for the year 2009

AND WHEREAS subsequently Mr. Shibaprasad Samaddar, Mr. Utpal Ganguly, Mr. Manas Basu and Mr. Rathin Kumar Ghosh jointly purchased from Smt. Sova Rani Das, all that piece and parcel of land measuring an area of 19 cottahs, 14 chittacks, 20 sq.ft. be the same a little more or less comprised in R.S. Dag No. 1344, 1343 and 580 under R.S. Khatian No. 98, 456 and 506, lying and situated at Mouza Doharia, J.L. No. 45, R.S. No. 132, Touzi No. 146, Parganas Anwarpur, P.S. Barasat (Old), P.S. Madhyamgram (New) within the local limits of Madhyamgram Municipality, District - North 24 Parganas, by virtue of a Sale Deed, duly executed on 14.08.2009 and registered on 29.10.2009 before the District Sub Registrar Office-II, Barasat and entered into Book No 1, CD Volume No 7, pages from 2818 to 2831, being no. 06278 for the year 2009

AND WHEREAS subsequently Mr. Shibaprasad Samaddar, Mr. Utpal Ganguly, Mr. Manas Basu and Mr. Rathin Kumar Ghosh jointly purchased from Sri Netai Chandra Das all that piece and parcel of land measuring an area of 29 Cottahs 13 Chittacks, 25 Sq.ft. be the same a little more or less comprised in R.S. Dag No. 1344, 1343 and 580 under R.S. Khatian No. 98, 456 and 506, lying and situated at Mouza Doharia, J.L. No. 45, R.S. No. 132, Touzi No. 146, Parganas Anwarpur, P.S. Barasat (Old), P.S. Madhyamgram (New) within the local limits of Madhyamgram Municipality, District - North 24 Parganas, by virtue of a Sale Deed, duly executed on 14.08.2009 and registered on 13.11.2009 before the District Sub Registrar Office – II, Barasat and entered into Book No. 1, CD Volume No. 8, pages from 3980 to 3993, being no. 06671 for the year 2009.

AND WHEREAS subsequently Mr. Shibaprasad Samaddar, Mr. Utpal Ganguly, Mr. Manas Basu and Mr. Rathin Kumar Ghosh jointly purchased from Sri Gour Chandra Das all that piece and parcel of land measuring an area of 29 Cottahs 13 Chittacks, 30 Sq.ft. be the same a little more or less comprised in R.S. Dag No. 1344, 1343 and 580 under R.S. Khatian No. 98, 456 and 506, lying and situated at Mouza Doharia, J.L. No. 45, R.S. No. 132, Touzi No. 146, Parganas Anwarpur, P.S. Barasat (Old), P.S. Madhyamgram (New) within the local limits of Madhyamgram Municipality, District - North 24 Parganas, by virtue of a Sale Deed, duly executed on 14.08.2009 and registered on 13.11.2009 before the District Sub Registrar Office – II, Barasat and entered into Book No. 1, CD Volume No. 8, pages from 4021 to 4034, being no. 06674 for the year 2009.

NOW THIS AGREEMENT WITNESSES, RECORDS, BINDS AND GOVERNS THE CONTRACTUAL RELATIONSHIP BETWEEN THE PARTIES AS FOLLOWS:

4. Subject Matter of Agreement

4.1 **Intended transfer of Said Flat And Appurtenances:** Terms and conditions for transfer of:

4.1.1 **Said Flat: Residential Flat No. _____, Floor of Block No. _____ super built up area approximately _____ square feet, described in Part I of the 2nd Schedule below (Said Flat), in the proposed Basement + Ground + 10 residential Complex consisting of Blocks I/II/III (Said Building), forming part of the cluster of buildings comprised in the project named *Silver Space* (Said Complex), to be constructed on a portion of Municipal Holding No. 7, Mujibar Rahaman Road, Madhyamgram – 700 132, West Bengal, within At present Ward No. 9, lying and situated at Mouza – Doharia, J.L. No. 45, R.S. No. 132, Touzi No. 146, Parganas Anwarpur, P.S. Barasat (Old), P.S. Madhyamgram (New) within the local limits of Madhyamgram Municipality, District - North 24 Parganas, District North 24 Parganas and described in the 1st Schedule below (Said Premises).**

4.1.2 **Land Share:** Subject to the provisions of Clause 6.1.1 below, undivided, impartible, proportionate and variable share in the land underneath the Said Building, comprised within the Said Premises, as be attributable and appurtenant to the Said Flat (**Land Share**). The Land Share is/shall be derived by taking into consideration the proportion which the super built up area of the Said Flat bears to the total super built up area of the Said Building.

4.1.3 **Parking Space: Parking space in the basement/ground floor has been allotted as per Part II of the 2nd Schedule below (Parking Space).**

4.1.4 **Share In Common Portions:** Undivided, impartible, proportionate and variable share and/or interest in the common areas, amenities and facilities of the Said Building and the Said Complex as be attributable and appurtenant to the Said Flat (**Share In Common Portions**), the said common areas, amenities and facilities being described in the 3rd Schedule below (collectively **Common Portions**).

4.1.5 **Share In Said Proposed Club:** Undivided, impartible, proportionate and variable share and/or interest in the proposed social and recreational club comprising of air conditioned community hall, (**Said Club**), as be attributable and appurtenant to the Said Flat (**Share In Said Club**). It is clarified that (1) the Owners shall have the absolute right to modify the demarcated area of club, space area, amenities and facilities of the Said Club (2) at the sole discretion of the Owners, the Said Club shall also be owned by, be available to and enjoyed in common with other owners of Said Complex.

4.1.6 **User Rights in Specified Facilities:** Conditional right, only of user and enjoyment (**User Rights**) on certain amenities and facilities such as arterial and internal roads, pathways, walkways, driveway, roof rights, landscaped green areas, games and play area, central drainage and sewage pipeline and connection with Concerned Municipality/*Panchayat*/PWD, domestic and fire water reservoirs, deep or shallow tube well, rain water harvesting system (if any), 24 hour water supply arrangement, central water reservoirs/tanks of the Said Complex (if any), central water supply pipeline in the Said Complex, water pump/s and motor/s for central water supply arrangement, wiring, fittings and accessories for lighting of common areas of the Said Complex, installation for receiving and distributing electricity from supply agency, power back up generators for common electrical installation and Units (at extra cost), state-of the art fire fighting system in the Said Complex etc. (collectively **Specified Facilities**). It is clarified that the Owners and/or its authorized representatives, agents, contractors etc shall have sole and absolute right to modify and amend from time to

time the Specified Facilities including the charges, rent's, subscription applicable and attributable for usage of the Specified Facilities.

The Said Flat, the Land Share, the Parking Space (if any), the Share In Common Portions, and the User Rights in Specified Facilities collectively described in **Part III** of the **2nd Schedule** below (collectively **Said Flat And Appurtenances**).

5. Background:

5.1 **Absolute Ownership:** The Owners have represented to the Intended Purchaser/s that the Owners are the joint owners of the Said Premises, the Owners are in peaceful possession thereof. **With regard to obtention of finance , the above property on which the project is constructed is mortgaged to TATA CAPITAL HOUSING FINANCE LIMITED.**

5.2 **Sanctioned Plans:** With the intention of developing and commercially exploiting *inter alia* the Said Complex and selling spaces therein (**Units**), the Owners have got a building plan sanctioned by the Madhyamgram Municipality being P/A No. 990/MM/2012-2013 dated 17/10/2012 , revalidated on 16.10.2015 **and Plan no COM-37/MM/2018-19 dated 12.07.2018** for construction of the Said Complex (**Sanctioned Plans**, which will include all sanctioned/permissible vertical/horizontal extensions and modifications made thereto, if any, from time to time).

5.3 **Developer:** For the purpose of carrying out construction of the said Complex, which the Owners do not have expertise and for convenience of operation and handling of day to day construction related works, the Owners have executed a Development Agreement dated 07.12.2013 and a Power of Attorney dated 07.12.2013 in favour of Citadel Construction (hereinafter referred to as the **Developer**) on the terms and conditions contained in the said Development Agreement and Power of Attorney. The Developer is having considerable expertise in construction related activities and having constructed such buildings and/or complex in past accepts such appointment to develop and construct the Said Complex as developers for execution of the project of construction of the Said Complex.

5.4 **Scheme:** In accordance with the Development Agreement dated 07.12.2013 and a Power of Attorney dated 07.12.2013 in favour of the Developer, the Developer on the terms and conditions contained therein (acting on behalf of itself and the other Owners) formulated a scheme for sale of the Units and other spaces in the Said Complex to prospective purchaser/ss (**Allottees**).

5.5 **Application and Allotment:** The Intended Purchaser/s, intending to be a Allottee, has applied to the Developer for purchase of the Said Flat And Appurtenances and the Developer has provisionally allotted the same to the Intended Purchaser/s conditional upon the Intended Purchaser/s entering into this Agreement subject to the terms and conditions laid down hereunder.

5.6 **Agreement to Record:** Pursuant to the aforesaid application made by the Intended Purchaser/s and the provisional allotment made by the Developer, this Agreement is being entered into between the Parties for recording the conclusive and comprehensive terms and conditions (superseding all brochures, offerings, advertisements, documents and understandings) for sale of the Said Flat And Appurtenances to the Intended Purchaser/s.

6. Conditions Precedent

6.1 **Acceptance of Conditions Precedent:** The Parties have accepted and agreed that the following are and shall be the conditions precedent to this Agreement:

6.1.1 **Understanding of Scheme by Intended Purchaser/s:** The undertaking and covenant of the Intended Purchaser/s that the Intended Purchaser/s has understood and accepted the under mentioned scheme of development:

- (a) **Development of Site:** The Owners intend to develop the entirety of the Said Premises in due course and the Intended Purchaser/s hereby accepts the same and shall not, under any circumstances, raise any objection or hindrance thereto.
 - (b) **Sanctioned Plans Independent:** In pursuance of such intention, the Sanctioned Plans of the Said Building/the Said Complex have presently been sanctioned by Madhyamgram Municipality.
 - (c) **Extent of Rights:** The rights of the Intended Purchaser/s are limited to the ownership of **(1)** the Said Flat **(2)** the Land Share **(3)** the Share In Common Portions **(4)** the Share In Said Club, if any **(5)** the right to park in the Parking Space (if any) and **(6)** the User Rights in the Specified Facilities and the Intended Purchaser/s hereby accepts the same and the Intended Purchaser/s shall not, under any circumstances, raise any claim of ownership contrary to the above including but not limited to claim of ownership on the Specified Facilities or any other component or constituent.
 - (d) **Common Portions Subject to Change:** The Common Portions shall always be and remain subject to change and modification, as be deemed fit and necessary by the Owners, to accommodate their future plans regarding the Said Premises and the Intended Purchaser/s hereby accepts the same and the Intended Purchaser/s shall not, under any circumstances, raise any objection or hindrance thereto.
 - (e) **Only User Rights on Specified Facilities:** The Intended Purchaser/s shall only have User Rights on the Specified Facilities and the Intended Purchaser/s hereby accepts the same and the Intended Purchaser/s shall not, under any circumstances, raise any claim of ownership on any component or constituent of the Specified Facilities.
 - (f) **No Land Share in Specified Facilities:** The Specified Facilities may either be located outside the Said Premises or may be part of the Said Premises; if some of the Specified Facilities are part of the Said Premises, then and in such event such part of the Said Premises on which the Specified Facilities are located shall be deemed to be excluded from the area of the Said Premises and the Land Share being agreed to be transferred to the Intended Purchaser/s shall not under any circumstances extend to and include such part. The Intended Purchaser/s hereby accepts the same and shall not, under any circumstances, raise any objection or hindrance in this regard.
- 6.1.2 **Financial and Other Capacity of Intended Purchaser/s:** The undertaking of the Intended Purchaser/s to the Owners that the Intended Purchaser/s has the financial and other resources to meet and comply with all financial and other obligations under this Agreement, punctually.
- 6.1.3 **Satisfaction of Intended Purchaser/s:** The undertaking of the Intended Purchaser/s to the Owners that the Intended Purchaser/s is acquainted with, fully aware of and is thoroughly satisfied about the title of the Owners, the Sanctioned Plans, all the background papers, the right of the Owners to enter into this Agreement, the scheme of development described above and the extent of the rights being granted in favour of the Intended Purchaser/s and the negative covenants in this Agreement and the Intended Purchaser/s hereby accepts the same and shall not raise any objection with regard thereto.

- 6.1.4 **Measurement:** The mutual agreement by and between the Parties that the measurement of the Said Flat as mentioned in this Agreement is tentative and **(1)** the final measurement of the Said Flat will be communicated by the Owners on completion of its construction **(2)** the super built up area of the Said Flat shall be certified by architect or architects as may be appointed from time to time **(Architect)** **(3)** the super built up area of the Said Flat shall mean covered area of the Said Flat including area of all internal and external walls save and except area of the common partition walls with adjoining Units, in which case, such area shall be shared equally between the two Units.
- 6.1.5 **Parking Space Allotment:** The mutual agreement by and between the Parties that **(1)** the Parking Space (if any has been agreed to be taken by the Intended Purchaser/s) shall be allotted to the Intended Purchaser/s after completion of construction of the Said Building **(2)** if covered, the Parking Space may be in the ground floor/basement of any building in the Said Complex and if open, at any place in the ground level of the Said Premises **(3)** the Parking Space can only be used for parking of a medium sized motor car or two wheeler of the Intended Purchaser/s and not for any other purposes and **(4)** the Intended Purchaser/s will have only right to park in the Parking Space. The Intended Purchaser/s hereby accepts the above and shall not raise any objection with regard thereto.
- 6.1.6 **Rights Confined to Said Flat And Appurtenances:** The undertaking of the Intended Purchaser/s to the Owners that the right, title and interest of the Intended Purchaser/s is confined only to the Said Flat And Appurtenances and the Owners are entitled to deal with and dispose off all other portions of the Said Premises, the Said Complex and the Said Building and to third parties at the sole discretion of the Owners, which the Intended Purchaser/s hereby accepts and to which the Intended Purchaser/s, under no circumstances, shall be entitled to raise any objection.
- 6.1.7 **Covenants:** The mutual agreement and acceptance by and between the Parties that **(1)** the covenants of the Intended Purchaser/s **(Intended Purchaser/s's Covenants)** and the covenants of the Owners **(Owners' Covenants)** as mentioned in Clause 11 and its sub-clauses below shall perpetually run with the land **(2)** the Intended Purchaser/s's Covenants and the Owners' Covenants (collectively **Covenants**) shall bind them and their successors-in-title or interest and **(3)** this Agreement is based on the undertaking that the Intended Purchaser/s's Covenants and the Owners' Covenants shall be strictly performed by the Intended Purchaser/s and the Owners, respectively.
- 6.1.8 **Common Portions Subject to Change:** In addition to the provisions of Clause 6.1.1 (d) above, the mutual agreement by and between the Parties that although the Common Portions are described in the 3rd **Schedule** below, the said descriptions are only indicative and are not intended to bind the Owners in any manner. The Owners shall, in the absolute discretion of the Owners, be entitled to modify or improvise upon the Common Portions and the Intended Purchaser/s hereby accepts the same and shall not raise any objection in this regard and/or have any claim, financial or otherwise, against the Owners for such modification or improvisation.
- 6.1.9 **Extension/Addition of Project:** The undertaking of the Intended Purchaser/s to the Owners that notwithstanding anything contained in this Agreement, the Intended Purchaser/s has no objection and shall under no circumstances have any objection to the Owners **(1)** integrating/adding (notionally or actually) the other Project, if any to the Said Complex and for this purpose, demolishing boundary walls and affixing gates wherever necessary and connecting existing roads to future roads **(2)** extending, modifying and realigning the extent, area, layout and location of the Said Building/the Said Complex including the Common Portions and the Specified Facilities **(3)** modifying the Sanctioned Plans, as may be necessary in this regard **(4)** granting all forms of unfettered and perpetual proportionate right of ownership and use over the Common Portions and **(5)** granting all User Rights over the Specified Facilities to other Project, if any Owners. It is clearly understood by the Intended Purchaser/s that

the Intended Purchaser/s shall not have any right to erect any wall/boundary wall in the Said Premises.

The Intended Purchaser/s further undertakes that in consideration of the Owners agreeing to sell the Said Flat And Appurtenances to the Intended Purchaser/s, the Intended Purchaser/s has accepted the above conditions and has granted and shall be deemed to have granted to the Owners and all successors-in-interest/title unfettered and perpetual easements over, under and above all Common Portions in the Said Complex/the Said Property, with right to connect the same to the other Project, if any, integrated/added to the Said Premises.

7. Commencement and Validity

7.1 **Date of Commencement:** This Agreement has commenced and shall be deemed to have commenced on and with effect from the date mentioned at the beginning of this Agreement.

7.2 **Validity:** This Agreement shall remain in force till such time the Said Flat and Appurtenances is completed and possession thereof is delivered to the Intended Purchaser/s, unless terminated in the manner mentioned in this Agreement.

8. Total Price, Payment and Extras

8.1 **Total Price:** The consideration for sale of the Said Flat, the Land Share, the Share In Common Portions, the Share In Said Club and grant of User Rights over the Specified Facilities is Rs. /- (Rupees only) And for the right to park in the covered space in the ground floor of any building in the Said Complex is Rs. (/- (Rupees only) aggregating to Rs. /- (Rupees only), to be paid in full to the Owners, which the Parties confirm and accept. The Total Price has been fixed by mutual consent and hence, it shall not be open to question, by either Party and provided further that the Intended Purchaser/ss shall also be liable to pay the G.S.T. as be applicable from time to time. **All Cheques / Drafts / Pay Orders / RTGS / NEFT should be issued / remitted in favour of "CITADEL CONSTRUCTION"**

8.2 **Payment of Total Price, Tax Deduction at Source and G.S.T.** The Total Price, Tax Deduction at Source and Service Tax (as be proportionate to the payment being made) shall be paid by the Intended Purchaser/s in the manner mentioned in the chart below, time being the essence of contract. The Intended Purchaser/s agrees and covenants not to claim any right or possession over and in respect of the Said Flat and Appurtenances till such time the Intended Purchaser/s has paid the entirety of the Total Price and the Extras and all other amounts agreed to be paid or deposited under this Agreement.

Sl.	Payment Description	Percentage/Amount
1.	On Application	Rs.2,00,000/- + G.S.T.
2.	At or before the execution of Agreement	20% of Total Price (Less booking amount) + G.S.T.
3.	On completion of Basement Roof Casting of the Said Building	7.5% of Total Price + G.S.T.
4.	On completion of Ground Floor Roof Casting of Said Building	7.5% of Total Price + G.S.T.
.	On completion of 1 st Floor Roof Casting of Said Building	7.5% of Total Price + G.S.T.
6.	On completion of 3 rd Floor Roof Casting of Said Building	7.5% of Total Price + G.S.T.

7.	On completion of 5 th Floor Roof Casting of Said Building	7.5% of Total Price + G.S.T.
8.	On completion of 7 th Floor Roof Casting of Said Building	7.5% of Total Price + G.S.T.
9.	On completion of 9 th Floor Roof Casting of Said Building	7.5% of Total Price + G.S.T.
10.	On completion of Brick work of Said Flat	7.5% of Total Price + G.S.T.
11.	On completion of Plaster of Said Flat	7.5% of Total Price + G.S.T.
12.	On completion of flooring of Said Flat	7.5% of Total Price + G.S.T.
13.	On Possession of Said Flat	5% of Total Price + G.S.T.

- 8.3 **Notice for Payment:** On happening of each event mentioned in Sl. Nos. 3 to 10 of the chart above, the Developer shall give written notice (by email, if the Intended Purchaser/s supplies the Intended Purchaser/s's email ID) to the Intended Purchaser/s (**Payment Notice**), quantifying the amount payable by the Intended Purchaser/s. Within 15 (fifteen) days of the date of the Payment Notice, the Intended Purchaser/s shall (unconditionally, without demur and without raising any dispute about service/receipt of the Payment Notice), pay the amount quantified in the Payment Notice, failing which the Intended Purchaser/s shall be deemed to be in default and the consequences mentioned in Clause 12.1 shall follow. The Intended Purchaser/s covenants that the Intended Purchaser/s shall regularly and punctually make payment of the installments of the Total Price in the manner mentioned in the chart above and this Agreement is and shall be deemed to be sufficient notice to the Intended Purchaser/s about the obligation to make payment. Timely payment of the Total Price and the Extras shall be the essence of the contract. If payments are made by negotiable instruments, the same shall be made payable at Kolkata and favouring "**Citadel Construction**" or such name as may be notified.
- 8.4 **Extras:** In addition to the Total Price (including GST as applicable) mentioned above, the Intended Purchaser/s shall also pay to the Owners as and when demanded by the Developer, the following amounts (collectively **Extras**), proportionately or wholly (as the case may be) towards:
- 8.4.1 **Increase Due to Circumstances Of Force Majeure:** any increase and/or escalation in the cost of construction due to Circumstances Of Force Majeure (defined in Clause 16.1 below), proportionately.
- 8.4.2 **Special Amenities/Facilities:** providing any special amenities/facilities in the Common Portions (save and except those described in the **3rd Schedule** below), the Specified Facilities and the Said Club and improved specifications of construction of the Said Flat and/or the Said Building over and above the specifications described in the **4th Schedule** below (**Specifications**), proportionately.
- 8.4.3 **Electricity Meter for Said Flat:** security deposit and all other billed charges of the supply agency for providing electricity/meter to the Said Flat, at actual.
- 8.4.4 **Electricity Meter for Common Portions:** security deposit and all other billed charges of the supply agency for providing electricity/meter to the Common Portions, the Specified Facilities and the Said Club, proportionately.
- 8.4.5 **Taxes: GST, Tax Deduction at Source** (to be deducted by intended purchaser/s if the value is more than Rs 50 lacs) , Works Contract Tax, Value Added Tax or any other tax and imposition levied by the State Government, the Central Government or any other authority or body on the Owners, from time to time, proportionately, if levied as a whole on the Said Complex and wholly, if levied specifically on the Said Flat And Appurtenances.

- 8.4.6 **Legal Fees, Stamp Duty and Registration Costs:** fees of Advocates (**Project Advisors**), who have drawn this Agreement and shall draw all further documents (Deed of conveyance etc) as may be required. The fee and the cost shall be paid by the intended purchaser/s.
- 8.4.7 **Maintenance Charges:** proportionate share (**Maintenance Charge**) in the common expenses indicatively described in the **5th Schedule** below (**Common Expenses**), from the Date Of Possession Notice (defined in Clause 9.6.2 below).
- 8.4.8 **Rates & Taxes:** wholly the Concerned Municipality Tax, Land Revenue (*Khazna*), surcharge, levies, cess etc. (collectively **Rates & Taxes**), as be assessed for the Said Flat And Appurtenances, from the Date Of Possession Notice (defined in Clause 9.6.2 below).
- 8.4.9 **MCRT Advance:** Simultaneously with the payment of the last installment of the Total Price, the Intended Purchaser/s shall pay to the Developer a consolidated sum @ Rs 24/- (Rupees twenty four only) per square feet of the super built up area of the Said Flat for a period of 12 (twelve) months plus Service Tax as applicable, which shall be utilized by the Developer for defraying the Maintenance Charge and Rates & Taxes relating to the Said Flat And Appurtenances (**MCRT Advance**), for as long as the said amount permits. It is clarified that **(1)** the Said Complex shall be maintained by the Developer till such time the Facility Manager (defined in Clause 9.9 below) is appointed **(2)** after the aforesaid sum of Rs. 24/- (Rupees twenty four only) per square feet of the super built up area of the Said Flat is exhausted, the Intended Purchaser/s shall pay the Maintenance Charge and the Rates & Taxes to the Developer or the Facility Manager, as the case may be **(3)** the supervision of maintenance of the Said Complex shall be handed over by the Developer to a body, which may be a syndicate, committee, body corporate, company or association under the West Bengal Apartment Ownership Act, 1972 (**Association**), as soon as be practicable, so that the Association may deal directly with the Facility Manager **(4)** the Association shall be bound to form a common maintenance body for supervision of maintenance of the Specified Facilities (**Apex Body**).
- 8.4.10 **Charges for Mutation:** charges should be borne by the intended purchaser/s for causing mutation of the name of the Intended Purchaser/s in the records of the Concerned Municipality and the Land Revenue Office from the date of possession.
- 8.4.11 **Charges for Formation of Association:** charges for formation of the Association, which shall be payable by the Intended Purchaser/s proportionately. It is clarified that this shall include share subscription, if the Association is a company.

9. Construction, Completion of Sale, Said Club and Facility Manager

- 9.1 **Construction by Owners:** The Owners (acting through the Developer) shall construct, complete and finish the Said Flat And Appurtenances in accordance with the Sanctioned Plans or as may be recommended by the Architect as per the Specifications mentioned in the **4th Schedule** below. The decision of the Architect in all regards, quality and workmanship shall be final and binding on the Parties.
- 9.2 **Quality, Workmanship and Acceptance of Variations etc.:** The decision of the Architect regarding quality, workmanship and variations shall be final and binding on the Parties. The Intended Purchaser/s hereby consents to the variations, modifications or alterations as may be recommended by the Architect and hereby further agrees not to raise any objection to the Owners (acting through the Developer) and/or the Architect making such variations, modifications or alterations.
- 9.3 **No Hindrance:** The Intended Purchaser/s shall not do any act, deed or thing whereby the construction/developmental work of the Said Flat And Appurtenances and/or the Said Building and/or the Said Complex is in any way hindered or impeded. The Intended Purchaser/s hereby accepts the above and shall not raise any objection with regard thereto.

- 9.4 **Basic Duty of Intended Purchaser/s:** The Intended Purchaser/s shall make all payments and perform all obligations as stipulated in this Agreement. The Intended Purchaser/s shall not in any way commit breach of the terms and conditions herein contained.
- 9.5 **Completion Date:** The Owners (acting through the Developer) shall construct, finish and make the Said Flat habitable and the Parking Space (if any) usable [(1) in bare condition and (2) as per the Specifications, the decision of the Architect in this regard being final and binding], within 31ST December, 2018 (**Completion Date**) provided however the Completion Date may be extended for further a period of 6 (six) months (**Extended Period**) at the option of the Owners. The Owners shall neither incur any liability nor be held liable for claim of any amount by the Intended Purchaser/s, if the Owners are unable to deliver possession of the Said Flat within the Completion Date and/or the Extended Period due to Circumstances Of Force Majeure (defined in Clause 16.1 below) or for or on account of (1) delay on the part of the Intended Purchaser/s in making any payment and (2) any other reasonable cause (for what is a reasonable cause or not, the decision of the Architect shall be final and conclusive) whereby the Owners are prevented from completing the Said Flat And Appurtenances or any portion thereof. In no event shall the Intended Purchaser/s be entitled to claim any amount from the Owners on account of consequential losses and damages or otherwise if the Said Flat And Appurtenances is not completed within the Completion Date and/or the Extended Period.
- 9.6 **Possession of Said Flat and Parking Space:** With regard to possession, it is clarified as follows:
- 9.6.1 **Possession for Fit-Out:** As soon as the Said Flat is ready for fit-out, the Owners (acting through the Developer) shall serve a notice on the Intended Purchaser/s (**Fit-Out Possession Notice**), calling upon the Intended Purchaser/s to take physical possession for the limited purpose of fit-out of the Said Flat. Before such delivery of possession for fit-out, the Intended Purchaser/s shall pay to the Developer all amounts due and payable towards the Total Price, Extras and other charges plus service tax as applicable and the Intended Purchaser/s shall not claim possession of the Said Flat And Appurtenances till such payments are made in full. Within 15 (fifteen) days from the date of the Fit-Out Possession Notice (**Date Of Fit-Out Possession Notice**), the Intended Purchaser/s shall be bound to complete snagging of the Said Flat, failing which it shall be deemed that the Intended Purchaser/s has taken satisfactory possession for fit-out on the 16th day of the Date Of Fit-Out Possession Notice (date of actual or deemed limited physical possession for fit-out, **Date Of Fit-Out Possession**). It is clarified that the Date of Fit-Out Possession is different from the Date of Possession and the modalities ancillary thereto as morefully described in Clause 9.6.2 below.
- 9.6.2 **Possession Notice:** Subject to the provision of Clause 9.6.1 above, on the Completion Date (which may include the Extended Period or the period required beyond the Extended Period due to Circumstances Of Force Majeure and other circumstances mentioned in Clause 9.5 above), the Owners (acting through the Developer) shall serve a notice on the Intended Purchaser/s (**Possession Notice**) calling upon the Intended Purchaser/s to take exclusive physical possession. Within 21 (twenty one) days from the date of the Possession Notice (**Date of Possession Notice**), the Intended Purchaser/s shall be bound to take over exclusive physical possession of the Said Flat and the Parking Space (if any) after fulfilling all obligations under this Agreement, including payment of all amounts due to the Owners, failing which it shall be deemed that the Intended Purchaser/s has taken possession on the 22nd day of the Date of Possession Notice (date of actual or deemed exclusive physical possession, **Date of Possession**). From the Date Of Possession Notice, the Intended Purchaser/s shall become liable to pay all outgoings (such as Common Expenses/Maintenance Charge and Rates & Taxes), irrespective of whether the Intended Purchaser/s takes exclusive physical possession of the Said Flat And

Appurtenances. In case the deeming provision comes into force, the Intended Purchaser/s confirms that the Intended Purchaser/s shall not claim to be in physical possession of the Said Flat And Appurtenances and the same shall be received by the Intended Purchaser/s only upon clearing all dues and performing all obligations.

- 9.6.3 **Meaning of Completion:** It shall not be obligatory for the Owners to complete the Common Portions in all respects before giving the Possession Notice to the Intended Purchaser/s and the Said Flat and the Parking Space (if any) shall be deemed to have been completed in all regards if the same is made fit for habitation and use [(1) in bare condition and (2) as per the Specifications, the decision of the Architect in this regard being final and binding].
- 9.6.4 **Commencement of Outgoings:** From the Date Of Possession Notice, all outgoings in respect of the Said Flat And Appurtenances, including Common Expenses/Maintenance Charge and Rates & Taxes shall become payable by the Intended Purchaser/s.
- 9.7 **Owners' Obligations:** Subject to the Intended Purchaser/s making payment of the Total Price, the Extras and other charges in the manner stipulated in this Agreement, the Owners (acting through the Developer) hereby agree:
- 9.7.1 **Construction of Said Flat:** to construct, finish and make the Said Flat habitable and the Parking Space (if any) usable and transfer the Said Flat And Appurtenances to the Intended Purchaser/s.
- 9.7.2 **Construction According to Specifications:** subject to the other provisions of this Agreement, to construct and finish the Said Flat and the Parking Space (if any), in accordance with the Sanctioned Plans and Specifications, reasonable variations excepted.
- 9.7.3 **Arrangement for Utilities for Construction Work:** to make own arrangement for water and electricity required for construction. It is clarified that in the event the Owners (acting through the Developer) extends the Said Complex by integrating/adding the other Project, if any as mentioned in Clause 6.1.9 above, the Intended Purchaser/s shall not have/raise any objection to the Owners using the water and electricity connection from the Said Premises for construction/developmental work on the other Project, if any.
- 9.8 **Completion of Sale:** The sale of the Said Flat and Appurtenances shall be completed by execution and registration of conveyance in favour of the Intended Purchaser/s provided the Intended Purchaser/s tenders all amounts required for the same as mentioned above. The Legal Advisors shall draft the standard conveyance and only such standard conveyance shall be used. The Intended Purchaser/s shall be bound to take conveyance of the Said Flat And Appurtenances on or before the Date Of Possession, failing which exclusively physical possession of the Said Flat And Appurtenances shall not be delivered to the Intended Purchaser/s (although it shall be deemed that the Intended Purchaser/s is in possession and liable for all Common Expenses/Maintenance Charge and Rates & Taxes from the Date of Possession Notice) and in addition, all statutory taxes and penalties shall also be borne and paid by the Intended Purchaser/s.
- 9.9 **Facility Manager:** Subject to the provisions of Clause 8.4. 2 above, it is clarified that the Developer shall hand over management and upkeep of all Common Portions and Specified Facilities to a professional commercial facility management organization (**Facility Manager**). In this regard, it is clarified that (1) the Facility Manager shall operate, manage and render day to day services with regard to the Common Portions and the Specified Facilities (2) the Facility Manager shall levy and collect the Maintenance Charges (3) the Intended Purchaser/s shall be bound to pay the Maintenance Charges to the Facility Manager (4) the Facility Manager, being a professional commercial organization, will not be required to render any accounts to the Intended Purchaser/s and it shall be deemed that the Facility Manager is

rendering the services to the Intended Purchaser/s for commercial considerations (5) the Facility Manager shall merely be the service provider for rendition of specified services with regard to the Common Portions and the Specified Facilities .

10. Said Club

- 10.1 **For Transferees:** Subject to the provisions of Clause 4.1.5 above, the Owners have decided to provide the Said Club (which may be located outside the Said Premises), intended for use by Transferees of the Said Complex and any other project, if any. The Intended Purchaser/s understands and accepts that the Owners shall have the sole right and discretion in planning the details, amenities and facilities of the Said Club, which shall be final and binding on the Intended Purchaser/s and the same may also be varied at the sole discretion of the Owners.
- 10.2 **Membership Obligation of Intended Purchaser/s:** Membership of the Said Club being compulsory for all Transferees, the Intended Purchaser/s (which expression, in the context of the Said Club, means only 1 (one) person if the number of Intended Purchaser/ss under this Agreement is more than 1 (one), as be nominated *inter se* among the Intended Purchaser/ss) agrees to become a member of the Said Club, on the preliminary terms and conditions recorded in this Agreement.
- 10.3 **Club Scheme:** The Intended Purchaser/s understands and accepts that (1) detailed terms and conditions of membership and rules and regulations governing use of the Said Club and its facilities will be formulated in due course and circulated to the Intended Purchaser/s before the Said Club is made operational (2) the Intended Purchaser/s will be required to abide by the Club Scheme (3) membership of the Said Club shall be open only to Transferees of the Said Complex and any other project, if any (4) each Unit is entitled to 1 (one) membership, irrespective of the number of owners of such Unit (5) membership is open only to individuals (i.e. no corporate membership) and if the Intended Purchaser/s is a body corporate, it will be required to nominate 1 (one) occupier of the Unit, who, for all purposes, shall be treated as the member of the Said Club (6) the Said Club can be used by the member and his/her immediate family i.e. spouse and dependent children below 21 (twenty one) years subject to a maximum of 4 (four) dependents (7) members may, subject to the reservation of rights of admission and club rules, bring in guests on payment of guest fees (8) in the event of sale/transfer of the Said Flat, the membership will stand terminated and the transferee shall be granted a new membership at the then applicable terms and as per the rules and regulations of the Said Club then in force (9) if a Transferee lets out his/her Unit, he/she may request a temporary suspension of his/her usage right of the Said Club and permission for usage of the Said Club by the tenant under his/her membership; if such permission is granted, the tenant may use the Said Club only during the tenure of the tenancy subject to payment of all charges as would have been payable by the Transferee and (10) the acceptance by the Intended Purchaser/s of these conditions and the Club Scheme shall be a condition precedent to completion of sale of the Said Flat and Appurtenances in terms of this Agreement .
- 10.4 **Commencement of Operation of Said Club:** The Owners reasonably expect that the Said Club shall be made operational before or after the entirety of the Said Complex is completed and made ready. The Intended Purchaser/s understands and accepts that the Completion Date of the Said Complex has no connection and correlation with the Said Club becoming operational and the Intended Purchaser/s shall not raise any claim or objection in this regard.
- 10.5 **Club Manager:** The Intended Purchaser/s understands and accepts that the Said Club may (at the sole discretion of the Owners and subject to availability) be managed and operated professionally through a club operation and management agency (Club Manager), to be initially engaged by the Owners.
- 10.6 **Membership Admission Fee, Security Deposit and Monthly Subscription:** The Intended Purchaser/s understands and accepts that (1) the Intended Purchaser/s

does not have to pay any membership admission fee for membership of the Said Club but future transferees of the Intended Purchaser/s may have to pay towards membership admission fee **(2)** the Intended Purchaser/s may have to pay a one-time interest free security deposit for use of credit facilities at the Said Club and **(3)** the Intended Purchaser/s will have to pay a fixed monthly subscription for membership of the Said Club (irrespective of whether the Intended Purchaser/s resides at the Said Flat), which shall be determined at the time of opening of the Said Club, at the sole discretion of the Owners.

- 10.7 **User Charge:** The Intended Purchaser/s understands and accepts that **(1)** some facilities of the Said Club will be available for use free of charge by members while other facilities will be on a pay-by-use basis, at the sole discretion of the Owners and **(2)** the rate, schedule of fees and charges etc. will be determined at the time of the opening of the Said Club, at the sole discretion of the Owners.

11. Covenants

- 11.1 **Intended Purchaser/s's Covenants:** The Intended Purchaser/s covenants with the Owners (which expression includes the Association and the Apex Body in all Sub-Clauses of Clause 11, wherever applicable) and admits and accepts that:

- 11.1.1 **Intended Purchaser/s Aware of and Satisfied with Common Portions and Specifications:** The Intended Purchaser/s, upon full satisfaction and with complete knowledge of the Common Portions, the Specified Facilities, the Specifications and all other ancillary matters, is entering into this Agreement. The Intended Purchaser/s has examined and is acquainted with the Said Complex and has agreed that the Intended Purchaser/s shall neither have nor shall claim any right over any portion of the Said Building and/or the Said Complex **save and except** the Said Flat And Appurtenances.

- 11.1.2 **Intended Purchaser/s to Pay Rates & Taxes:** Subject to the provisions of Clause 8.4.11 above, the Intended Purchaser/s shall pay the Rates & Taxes from the Date Of Possession Notice, on the basis of the bills to be raised by the Developer/the Facility Manager/the Association (upon formation)/the Apex Body (upon formation)/the Concerned Municipality, such bills being conclusive proof of the liability of the Intended Purchaser/s in respect thereof. The Intended Purchaser/s further admits and accepts that the Intended Purchaser/s shall not claim any deduction or abatement in the aforesaid bills.

- 11.1.3 **Intended Purchaser/s to Pay Maintenance Charge:** Subject to the provisions of Clause 8.4.10 above, the Intended Purchaser/s shall pay the Maintenance Charge on the basis of the bills to be raised by the Developer/the Facility Manager/the Association (upon formation)/the Apex Body (upon formation)/the Concerned Municipality, such bills being conclusive proof of the liability of the Intended Purchaser/s in respect thereof. The Intended Purchaser/s further admits and accepts that **(1)** the Intended Purchaser/s shall not claim any deduction or abatement in the bills relating to Maintenance Charge and **(2)** the Maintenance Charge shall be subject to variation from time to time, at the sole discretion of the Developer/the Facility Manager/the Association (upon formation)/the Apex Body (upon formation)/the concerned Municipality.

- 11.1.4 **Intended Purchaser/s to Pay Interest for Delay and/or Default:** The Intended Purchaser/s shall, without raising any objection in any manner whatsoever and without claiming any deduction or abatement whatsoever, pay all bills raised by the Developer/the Facility Manager/the Association (upon formation)/the Apex Body (upon formation), within 7 (seven) days of presentation thereof, failing which the Intended Purchaser/s shall pay interest @ 1% (one percent) per month or part thereof (compoundable monthly), from the date of default till the date of payment, to the Developer/the Facility Manager/the Association (upon formation)/the Apex Body (upon formation), as the case may be. The Intended Purchaser/s also admits and accepts that in the event such bills remain outstanding for more than 2 (two) months, all common services shall be discontinued to the Intended Purchaser/s and the

Intended Purchaser/s shall be disallowed from using the Common Portions and the Specified Facilities.

- 11.1.5 **Owners' Charge/Lien:** The Owners shall have first charge and/or lien over the Said Flat And Appurtenances for all amounts due and payable by the Intended Purchaser/s to the Owners **provided however** if the Said Flat And Appurtenances is purchased with assistance of a financial institution, then such charge/lien of the Owners shall stand extinguished on the financial institution clearing all dues of the Owners.
- 11.1.6 **No Obstruction by Intended Purchaser/s to Further Construction:** The Owners shall be entitled to construct further floor on and above the top roof of the Said Building and/or to make other constructions elsewhere on the Said Premises/the Said Complex and/or the Other Projects and the Intended Purchaser/s shall not obstruct or object to the same notwithstanding any inconveniences that may be suffered by the Intended Purchaser/s due to and arising out of the said construction/developmental activities. The Intended Purchaser/s also admits and accepts that the Owners and/or the employees and/or the agents and/or the contractors of the Owners shall be entitled to use and utilize the Common Portions and the Specified Facilities for movement of building materials and for other purposes and the Intended Purchaser/s shall not raise any objection in any manner whatsoever with regard thereto.
- 11.1.7 **No Rights of or Obstruction by Intended Purchaser/s:** All open areas in the Said Complex/the Said Premises proposed to be used for open car parking spaces do not form part of the Common Portions within the meaning of this Agreement and the Owners shall have absolute right to sell, transfer and/or otherwise deal with and dispose off the same or any part thereof.
- 11.1.8 **Variable Nature of Land Share and Share In Common Portions and Share In Said Club:** The Intended Purchaser/s fully comprehends and accepts that **(1)** the Land Share, the Share In Common Portions and the Share In Said Club is a notional proportion that the Said Flat bears to the currently proposed area of the Said Building **(2)** if the area of the Said Building/the Said Complex/the Said Club is recomputed by the Owners or if the Owners integrates/adds (notionally or actually) the Projects to the Said Premises (which the Owners shall have full right to do and which right is hereby unconditionally accepted by the Intended Purchaser/s), then and in such event, the Land Share, the Share In Common Portions and the Share In Said Club shall vary accordingly and proportionately and the Intended Purchaser/s shall not question any variation (including diminution) therein **(3)** the Intended Purchaser/s shall not demand any refund of the Total Price paid by the Intended Purchaser/s on the ground of or by reason of any variation of the Land Share, the Share In Common Portions and the Share In Said Club and **(4)** the Land Share, the Share In Common Portions and the Share In Said Club are not divisible and partible and the Intended Purchaser/s shall accept (without demur) the proportionate share with regard to various matters, as be determined by the Owners, in their absolute discretion.
- 11.1.9 **Intended Purchaser/s to Participate in Formation of Association and Apex Body:** Subject to the provisions of Clause 8.4.11 above, the Intended Purchaser/s admits and accepts that the Intended Purchaser/s shall join the Association and the Apex Body and become a member thereof with voting rights. In this regard the Intended Purchaser/s shall sign, execute and deliver necessary applications and all other papers, declarations and documents as may be required by the Owners. Notwithstanding formation of the Association and the Apex Body, the Facility Manager shall look after the maintenance of the Common Portions and the Specified Facilities. Each Transferee will be entitled to cast a vote irrespective of his/her/its size of flat.
- 11.1.10 **Intended Purchaser/s Not to Obstruct Use of Common Portions and Specified Facilities:** The Intended Purchaser/s shall not **(1)** obstruct Transferees of the commercial Units if construct further in using the Common Portions up to the all floors of the Said Building and **(2)** obstruct Transferees of the commercial Units in using the Specified Facilities.

11.1.11 Obligations of the Intended Purchaser/s:

The Intended Purchaser/s shall:

- (a) **Co-operate in Management and Maintenance:** co-operate in the management and maintenance of the Said Building, the Said Complex, the Common Portions, the Specified Facilities and the Said Club by the Developer/the Facility Manager/the Association (upon formation)/the Apex Body (upon formation)/the Club Manager, as applicable.
- (b) **Observing Rules:** observe the rules framed from time to time by the Developer/the Facility Manager/the Association (upon formation)/the Apex Body (upon formation) for the beneficial common enjoyment of the Said Building, the Said Complex, the Common Portions and the Specified Facilities.
- (c) **Paying Electricity Charges:** pay for electricity and other utilities consumed in or relating to the Said Flat And Appurtenances and the Common Portions and the Specified Facilities from the Date Of Fit-Out Possession.
- (d) **Meter and Cabling:** be obliged to draw electric lines/wires, to the Said Flat only through the ducts and pipes provided therefor, ensuring that no inconvenience is caused to the Developer or to the other Transferees. The main electric meter shall be installed only at the common meter space in the Said Premises/the Said Complex. The Intended Purchaser/s shall be entitled to draw or string wires, cables only through the pipes provided therefor, The intended purchaser/s shall under no circumstances be entitled to affix, draw or strings wires, cables or pipes from, to or through any part or portion of the said Building, the Said Premises and outside walls of the Said Building save in the manner indicated by the Developer/the Facility Manager/the Association (upon formation). The Developer shall endeavor to provide space for DTH connection but T.V. cable line or DTH connection with cabling and set top boxes shall have to be purchased by the Intended Purchaser/s.
- (e) **Residential Use:** use the Said Flat for residential purpose only. Under no circumstances shall the Intended Purchaser/s use or allow the Said Flat to be used for commercial, industrial or other non-residential purposes. The Intended Purchaser/s shall also not use or allow the Said Flat to be used as a religious establishment, service apartment, hotel, hostel, boarding house, restaurant, nursing home, club, school or other public gathering place.
- (f) **No Use of Commercial Portion:** not use the lift, the staircase and the lobbies of the commercial portion of the Said Building up to the 3rd floor.
- (g) **No Alteration:** not alter, modify or in any manner change the **(1)** elevation and exterior colour scheme of the Said Flat and the Said Building and **(2)** design and/or the colour scheme of the windows, grills and the main door of the Said Flat. In the event the Intended Purchaser/s makes any alterations/changes, the Intended Purchaser/s shall compensate the Developer/the Association (upon formation) (as the case may be) as estimated by the Developer/the Association (upon formation) for restoring it to its original state.
- (h) **No Structural Alteration and Prohibited Installations:** not alter, modify or in any manner change the structure or any civil construction in the Said Flat and Appurtenances or the Common Portions or the Said Building. The Intended Purchaser/s shall not install any dish-antenna on the balcony and/or windows of the Said Building and/or on any external part of the Said Building and/or the roof thereof. The Intended Purchaser/s shall not install grills on the railings of the balcony and/or outside the windows, in any form or manner.

Grills may only be installed by the Intended Purchaser/s on the inner side of the doors and windows of the Said Flat. The Intended Purchaser/s shall further install such type of air-conditioners (window or split) and at such places, as be specified and prescribed by the Developer, it being clearly understood by the Intended Purchaser/s that no out-door units of split air-conditioners will be installed on the external walls of the Said Building and no window air-conditioners will be installed by cutting open any wall. If split air-conditioners are specified and prescribed to be installed, the Intended Purchaser/s shall install the out-door unit of the same either inside the Intended Purchaser/s's own balcony or on common ledge provided for the same, in which case the out-door unit will be installed only on such ledge and at no other place. The Intended Purchaser/s shall also not install any collapsible gate on the main door/entrance of the Said Flat. The Intended Purchaser/s accepts that the aforesaid covenants regarding grills, air-conditioners and collapsible gates are for maintaining uniformity and aesthetic beauty of the Said Complex, which is beneficial to all.

- (i) **No Sub-Division:** not sub-divide the Said Flat And Appurtenances and the Common Portions, under any circumstances.
- (j) **No Changing Name:** not change/alter/modify the names of the Said Building and the Said Complex from that mentioned in this Agreement.
- (k) **No Nuisance and Disturbance:** not use the Said Flat or the Common Portions or the Specified Facilities or the Parking Space (if any) or permit the same to be used in such manner or commit any act, which may in any manner cause nuisance or annoyance to other occupants of the Said Building and/or the neighboring properties and not make or permit to be made any disturbance or do or permit anything to be done that will interfere with the rights, comforts or convenience of other persons.
- (l) **No Storage:** not store or cause to be stored and not place or cause to be placed any goods, articles or things in the Common Portions and the Specified Facilities.
- (m) **No Obstruction to Developer/Facility Manager/Association/Apex Body:** not obstruct the Developer/the Facility Manager/the Association (upon formation)/the Apex Body (upon formation) in their acts relating to the Common Portions and the Specified Facilities and not obstruct the Developer in constructing on other portions of the Said Building and/or the Said Complex/the Said Premises and selling or granting rights to any person.
- (n) **No Obstruction of Common Portions/Specified Facilities:** not obstruct pathways and passages or use the same for any purpose other than for ingress to and egress from the Said Flat and the Parking Space (if any).
- (o) **No Violating Rules:** not violate any of the rules and/or regulations laid down by the Developer/the Facility Manager/the Association (upon formation)/the Apex Body (upon formation) for the use of the Common Portions and the Specified Facilities.
- (p) **No Throwing Refuse:** not throw or accumulate or cause to be thrown or accumulated any dust, rubbish or other refuse in the Common Portions and the Specified Facilities **save** at the places indicated therefor.
- (q) **No Injurious Activities:** not carry on or cause to be carried on any obnoxious or injurious activity in or through the Said Flat, the Parking Space (if any) or the Common Portions and the Specified Facilities.

- (r) **No Storing Hazardous Articles:** not keep or store any offensive, combustible, obnoxious, hazardous or dangerous articles in the Said Flat and the Parking Space (if any).
- (s) **No Signage:** not put up or affix any sign board, name plate or other things or other similar articles in the Common Portions and the Specified Facilities or outside walls of the Said Flat/the Said Building/the Said Complex **save** at the place or places provided therefor **provided that** this shall not prevent the Intended Purchaser/s from displaying a standardized name plate outside the main door of the Said Flat.
- (t) **No Floor Damage:** not keep any heavy articles or things that are likely to damage the floors or operate any machine **save** usual home appliances.
- (u) **No Installing Generator:** not install or keep or run any generator in the Said Flat and the Parking Space (if any).
- (v) **No Use of Machinery:** not install or operate any machinery or equipment except home appliances.
- (w) **No Misuse of Water:** not misuse or permit to be misused the water supply to the Said Flat.
- (x) **No Damage to Common Portions and Specified Facilities:** not damage the Common Portions and the Specified Facilities in any manner and if such damage is caused by the Intended Purchaser/s and/or family members, invitees or servants of the Intended Purchaser/s, the Intended Purchaser/s shall compensate for the same.

11.1.12 **Notification Regarding Letting:** If the Intended Purchaser/s lets out or sells the Said Flat And Appurtenances, the Intended Purchaser/s shall immediately notify the Facility Manager/the Association (upon formation)/the Apex Body (upon formation) of the tenant's/transferee's address and telephone number.

11.1.13 **No Right in Other Areas:** Save and except the User Rights, the Intended Purchaser/s shall not have any right in the other portions of the Said Premises/the Said Complex and the Intended Purchaser/s shall not raise any dispute or make any claim with regard to the Developer either constructing or not constructing on the said other portions of the Said Premises/the Said Complex.

11.1.14 **Roof Rights:** A demarcated portion of the top roof of the Said Building shall remain common to all Transferees of the Said Building (**Common Roof**) and all common installations such as water tank and lift machine room shall be situated in the Common Roof and the balance of the top roof of the Said Building shall belong to the Developer with right of exclusive transfer and the Intended Purchaser/s specifically agrees not to do any act which prevents or hinders such transfer. Notwithstanding the demarcation of the Common Roof of the Said Building as aforesaid, the Developer shall always have the right of further construction on the entirety of the top roof and the Intended Purchaser/s specifically agrees not to do any act which prevents or hinders such construction. After such construction, the roof above such construction shall again have a Common Roof for common use of all Transferees of the Said Building.

11.2 **Owners' Covenants:** The Owners covenant with the Intended Purchaser/s and admit and accept that:

11.2.1 **Completion of Transfer:** The transfer of the Said Flat And Appurtenances shall be completed by the Owners by executing conveyance in favour of the Intended

Purchaser/s provided the Intended Purchaser/s pays all amounts required for the same.

- 11.2.2 **No Creation of Encumbrance:** The Owners shall not create any charge, mortgage, lien and/or shall not sell, transfer, convey and/or enter into any agreement with any person other than the Intended Purchaser/s in respect of the Said Flat And Appurtenances, subject to the Intended Purchaser/s fulfilling all terms, conditions and obligations of this Agreement.
- 11.2.3 **Documentation for Loan:** The Owners shall provide to the Intended Purchaser/s copies of all available documents.

12. Termination and its Effect

- 12.1 **Breach of Intended Purchaser/s's Covenants:** In the event the Intended Purchaser/s (1) fails to make payment of the Total Price, Extras and other charges, or (2) neglects or fails to perform the Intended Purchaser/s's Covenants and/or the obligations on the part of the Intended Purchaser/s to be performed in terms of this Agreement, this Agreement shall, at the option of the Owners, stand cancelled and/or rescinded, upon which the Owners shall refund to the Intended Purchaser/s all payments received till that date, without any interest, after deducting 10% (ten percent) of the Total Price and entire amount of Service Tax. In the event the Owners condone the delay of any payment due under this Agreement, the Intended Purchaser/s shall be liable to pay interest @ 18% (eighteen percent) per annum for the period of delay (computed from the date the payment became due till the date of payment) on all amounts due and outstanding. However, such right to condone is exclusively vested in the Owners and the Intended Purchaser/s shall not be entitled to claim the same as a matter of right.
- 12.2 **Breach of Owners' Covenants:** Without prejudice to the provisions of Clause 9.5 above, in the event the Owners fail and/or neglect to perform any of the Owners' Covenants, this Agreement shall, at the option of the Intended Purchaser/s, stand cancelled and/or rescinded, upon which the Owners shall refund to the Intended Purchaser/s all payments received till that date. In the event the Owners delay in handing over possession of the Said Flat to the Intended Purchaser/s beyond the Completion Date and the Extended Period or the period required beyond the Extended Period due to circumstances mentioned in Clause 9.5 above, the Owners shall pay to the Intended Purchaser/s interest at the then prevailing savings bank rate of interest.
- 12.3 **Effect:** Upon termination of this Agreement due to any of the circumstances mentioned in Clauses 12.1 and 12.2 above, the Intended Purchaser/s shall not be entitled to claim any right, title and interest (either equitable or otherwise) over and in respect of the Said Flat And Appurtenances and/or the Said Building and/or the Said Complex and/or the Said Premises or part or portion thereof and the Intended Purchaser/s shall further not be entitled to claim any charge on the Said Flat And Appurtenances and/or any part or portion thereof, in any manner whatsoever. The effect of such termination shall be binding and conclusive on the Parties.

13. Taxes

- 13.1 **Obligation Regarding Taxes:** In the event of the Owners being made liable for payment of any tax [excepting Income Tax and Service Tax (if any) levied], duty, levy or any other liability under any statute or law for the time being in force or enforced in future such as Service Tax, Works Contract Tax, Value Added Tax or any other tax and imposition levied by the State Government, the Central Government or any other authority or body or if the Owners are advised by their consultant that the Owners are liable or shall be made liable for payment of any such tax, duty, levy or other liability on account of the Owners having agreed to perform the obligations under this Agreement or having entered into this Agreement, then and in that event, the

Intended Purchaser/s shall be liable to pay all such tax, duty, levy or other liability and hereby agrees to indemnify and keep the Owners indemnified against all actions, suits, proceedings, costs, charges and expenses in respect thereof. The taxes, duties, levies or other liabilities so imposed or estimated by the Owners' consultant shall be paid by the Intended Purchaser/s at or before the Date Of Possession.

14. Defects

14.1 **Decision of Architect Final:** If any work in the Said Flat And Appurtenances is claimed to be defective by the Intended Purchaser/s, the matter shall be referred to the Architect before taking possession of the Said Flat and the decision of the Architect shall be final and binding on the Parties. If directed by the Architect, the Owners shall, at their own costs, remove the defects. This will however not entitle the Intended Purchaser/s to refuse to take possession of the Said Flat and if the Intended Purchaser/s does so, the provisions regarding deemed possession as contained in Clause 9.6.2 above shall apply and all consequences mentioned therein shall follow.

15. Association and Rules

15.1 **Rules of Use:** The Said Flat and Appurtenances shall be owned by the Intended Purchaser/s subject to such rules and regulations as may be made applicable by the Association from time to time.

15.2 **Restrictions:** The Intended Purchaser/s agrees that the Intended Purchaser/s shall use the Said Flat and Appurtenances subject to all restrictions as may be imposed by the Association and the Apex Body.

16. Force Majeure

16.1 **Circumstances Of Force Majeure:** The Owners shall not be held responsible for any consequences or liabilities under this Agreement if the Owners are prevented in performing the obligations by reason of contingencies caused by neither of the Parties and unforeseen occurrences such as **(1)** acts of God **(2)** acts of Nature **(3)** acts of War **(4)** fire **(5)** insurrection **(6)** terrorist action **(7)** civil unrest **(8)** riots **(9)** non availability or reduced availability of building materials and strike by material suppliers, transporters, contractors, workers and employees **(10)** delay on account of receiving statutory permissions **(11)** delay in the grant of electricity, water, sewerage and drainage connection or any other permission or sanction by the Government or any statutory authority **(12)** any notice, order of injunction, litigation, attachments, etc. and **(13)** any rule or notification of the Government or any other public authority or any act of Government such as change in legislation or enactment of new law, restrictive Governmental laws or regulations (collectively **Circumstances Of Force Majeure**).

16.2 **No Default:** The Owners shall not be deemed to have defaulted in the performance of the Owners' contractual obligations whilst the performance thereof is prevented by Circumstances Of Force Majeure and the time limits laid down in this Agreement for the performance of obligations shall be extended accordingly upon occurrence and cessation of any event constituting Circumstances Of Force Majeure.

17. Miscellaneous

17.1 **Indian Law:** This Agreement shall be subject to Indian Laws.

17.2 **One Transaction:** This Agreement relates to the transaction recorded and contemplated herein and no other transaction.

17.3 **Confidentiality and Non-Disclosure:** The Parties shall keep confidential all non-public information and documents concerning the transaction herein, unless compelled to disclose such information/documents by judicial or administrative process.

- 17.4 **Partial Invalidity:** If any provision of this Agreement or the application thereof, to any circumstance, shall be invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provision to other circumstances shall not be affected thereby and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law. When any provision is so held to be invalid, illegal or unenforceable, the Parties hereto undertake to use their best efforts to reach a mutually acceptable alternative to give effect to such provision in a manner which is not invalid, illegal or unenforceable. In the event any of the terms and conditions of this Agreement are set-aside or declared unreasonable by any Court of Law or if the Parties take the plea of frustration of contract, the entire Agreement shall not be void. The Agreement shall continue to subsist to the extent of the remaining terms and conditions and bind the Parties.
- 17.5 **No Claim of Un-Enforceability:** This Agreement is executed by the Parties out of free will and without any duress or coercion. Hence, none of the Parties shall have the right to claim un-enforceability of this Agreement.
- 17.6 **Right of Possession:** The right of possession of the Intended Purchaser/s in respect of the Said Flat And Appurtenances shall arise only upon the Intended Purchaser/s fulfilling all the obligations as are contained in this Agreement.
- 17.7 **Nomination by Intended Purchaser/s with Consent:** The Intended Purchaser/s admits and accepts that before the execution and registration of conveyance deed of the Said Flat And Appurtenances, the Intended Purchaser/s will be entitled to nominate, assign and/or transfer the Intended Purchaser/s's right, title, interest and obligations under this Agreement on payment of Rs 100/- (Rupees One Hundred only) per square feet as nomination charge to the Owners, **subject to** the covenant by the nominee that the nominee will strictly adhere to the terms of this Agreement **and subject also to** the following conditions:
- (a) **Intended Purchaser/s to Make Due Payments:** The Intended Purchaser/s shall make payment of all dues of the Owners in terms of this Agreement, up to the time of nomination.
 - (b) **Written Permission of Developer:** The Intended Purchaser/s shall obtain prior written permission of the Developer and the Intended Purchaser/s and the nominee shall be bound to enter into a tripartite agreement with the Owners.
 - (c) **Additional Legal Fee:** The Intended Purchaser/s shall pay an additional legal fee.
 - (d) **No Nomination Charge for Parent, Spouse and Children:** Subject to the approval and acceptance of the Owners and subject to the above conditions, the Intended Purchaser/s shall be entitled to nominate, assign and/or transfer the Intended Purchaser/s's right, title, interest and obligations under this Agreement to parent, spouse, son and daughter without any obligation to pay any nomination charge provided however, in the event of such nomination an additional legal fee shall be payable by intended Purchaser/s.
- The Intended Purchaser/s admits and accepts that the Intended Purchaser/s shall not nominate or assign the rights under this Agreement **save** in the manner indicated above.
- 17.8 **Entire Agreement:** This Agreement constitutes the entire understanding between the Parties and supersedes the terms and conditions whatever agreed between the Parties prior to execution of this Agreement but do not supersede any document contemporaneously entered into between the Parties. It is specifically understood that the brochures, compact discs, advertising and marketing material published by the

Owners from time to time in respect of the Said Complex are just advertisement material and contain various features such as furniture layout, vegetation and plantation shown around the Said Complex, colour scheme, vehicles etc. to increase the aesthetic view only and are not part of the development. These features/amenities are not agreed to be developed or provided by the Owners.

- 17.9 **Counterparts:** This Agreement is being executed simultaneously in duplicate and each copy shall be deemed to be an original and both copies shall together constitute one instrument and agreement between the Parties. One copy shall be retained by the Intended Purchaser/s and another shall be retained by the Owners.
- 17.10 **Amendment/Modification:** No amendment or modification of this Agreement or any part hereof shall be valid and effective unless it is by an instrument in writing executed by all the Parties.
- 17.11 **Reservation of Rights:** No forbearance, indulgence, relaxation or inaction by any Party at any time to require performance of any of the provisions of this Agreement shall in any way affect, diminish or prejudice the right of such Party to require performance of that provision.
- 17.12 **Waiver:** Any term or condition of this Agreement may be waived at any time by the Party who is entitled to the benefit thereof. Such waiver must be in writing and must be executed by the Party or an authorized agent of the Party. A waiver on one occasion will not be deemed to be waiver on a future occasion. Omission or delay on the part of either Party to require due and punctual performance of any obligation by the other Party shall not constitute a waiver of such obligation and it shall not in any manner constitute a continuing waiver and/or as a waiver of other breaches of the same or other obligations hereunder or as a waiver of any right or remedy that the Party may otherwise have in law or in equity.
- 17.13 **No Agency:** The Parties are entering into this Agreement on principal-to-principal basis and nothing contained herein shall make the Parties agents of each other.

18. Notice

- 18.1 **Mode of Service:** Notices under this Agreement shall be served by email or by messenger or by registered post/speed post/courier service with acknowledgment due at the above mentioned addresses of the Parties, unless the addresses are changed by prior intimation in writing. Such service shall be deemed to have been effected **(1)** on the date of delivery, if sent by email/messenger and **(2)** on the 4th day of handing over of the cover to the postal authorities, if sent by registered post/speed post/ courier service, irrespective of refusal to accept service by the Parties. The Developer shall give notices on behalf of the Owners.

19. Alternative Dispute Resolution

- 19.1 **Disputes:** Disputes or differences in relation to or arising out of or touching this Agreement or the validity, interpretation, construction, performance, breach or enforceability of this Agreement (excepting disputes which are to be expressly referred to and reserved by the Architect) (collectively **Disputes**) shall be referred to the Arbitral Tribunal described in Clause 19.1.1 below and finally resolved by arbitration under the Arbitration and Conciliation Act, 1996, with modifications made from time to time. In this regard, the Parties irrevocably agree that:
- 19.1.1 **Constitution of Arbitral Tribunal:** The Arbitral Tribunal shall consist of 1 (One) arbitrator, who shall be an Advocate, to be nominated by the Legal Advisors.
- 19.1.2 **Place:** The place of arbitration shall be Kolkata only.
- 19.1.3 **Language:** The language of the arbitration shall be English.

- 19.1.4 **Binding Effect:** The Arbitral Tribunal shall have summary powers and be entitled to give interim awards/directions regarding the Disputes and shall further be entitled to avoid all rules relating to procedure and evidence as are expressly avoidable under the law. The interim/final award of the Arbitral Tribunal shall be binding on the Parties.
- 19.2 **No Legal Proceeding without Recourse to Arbitration:** The Parties shall not commence legal proceedings or have any receiver appointed over the Said Flat and Appurtenances and/or the Said Building/the said Complex/the Said Premises without first referring the matter to arbitration and till the Arbitral Tribunal has given its direction/award.
- 20. Jurisdiction**
- 20.1 **District Court and High Court:** In connection with the aforesaid arbitration proceeding, only the District Judge, Barasat, North 24 Parganas District and the High Court at Calcutta shall have jurisdiction to entertain and try all actions and proceedings.
- 21. Rules of Interpretation**
- 21.1 **Number and Gender:** Words denoting the singular number include, where the context permits and requires, the plural number and vice-versa. Words denoting any gender include the other genders.
- 21.2 **Headings:** The headings in this Agreement are inserted for convenience only and shall be ignored in construing the provisions of this Agreement.
- 21.3 **Schedules and Plans:** Schedules and Plans appended to this Agreement form a part of this Agreement and shall always be taken into consideration for interpreting the complete understanding between the Parties. Any reference to a schedule or plan is a reference to a schedule or plan to this Agreement.
- 21.4 **Definitions:** In this Agreement, words have been defined by putting them within brackets and printing them in bold. Where a word or phrase is defined, other parts of speech or grammatical forms of that word or phrase shall have corresponding meaning.
- 21.5 **Documents:** A reference to a document includes an amendment or supplement or replacement or novation of that document.
- 21.6 **Successors:** A reference to a Party includes that Party's successors and permitted assigns.
- 21.7 **Statutes:** Any reference to a statute, statutory provision or subordinate legislation shall include its amendment, modification, consolidation, re-enactment or replacement as enforced from time to time, whether before or after the date of this Agreement.

**1st Schedule
(Said Premises)**

Land measuring a total area of 139 Cottah 5 Chhattak contained in portion of Municipal Holding No. 7, Mujibar Rahaman Road, Madhyamgram – 700 132, West Bengal, within **Ward No. 9 (At present)** , lying and situated at **Mouza – Doharia**, J.L. No. 45, R.S. No. 132, Touzi No. 146, Parganas Anwarpur, R.S. & L.R. Dag Nos.580,1343 &1344 , R.S. Khatian Nos. 98,456 &506 , L.R. Khatian Nos. 3277,3278,3279 & 3280 , P.S. Barasat (Old), P.S. Madhyamgram (New) within the local limits of Madhyamgram Municipality, District - North 24 Parganas.

2nd Schedule
Part I
(Said Flat)

Residential Flat No. _____, floor of Block No. _____ super built up area approximately _____ square feet, in Block No.3 of the proposed Basement + Ground + 10 residential Complex consisting of Block 1/2/3 forming part of the cluster of buildings comprised in the project named *Silver Space*, to be constructed on a portion of the Said Premises described in the 1st Schedule above. The layout of the Said Flat is demarcated on the Plan A annexed hereto and bordered in color Green thereon.

Part II
(Parking Space)

The right to park medium sized car or two wheeler/s in the covered space in the basement/ground floor of any building and open car parking space in the Said Complex. Other Car parking space which (1) shall be allotted to the Intended Purchaser/s/s after completion of construction of the Said Building (2) if covered, may be in the ground floor of any building in the Said Complex and if open, at any place in the ground level of the Said Premises (3) if for two wheeler, at any place in the ground level reserved for the parking of two wheelers only and (4) can only be used for parking of a medium sized motor car or two wheeler of the Intended Purchaser/s and not for any other purposes.

Part III
(Said Flat And Appurtenances)
[Subject Matter of Agreement]

The Said Flat, being the flat described in **Part I** of the **2nd Schedule** above.

The Land Share, being undivided, impartible, proportionate and variable share in the land underneath the Said Building, comprising a part of the Said Premises, as be attributable and appurtenant to the Said Flat, subject to the terms and conditions of this Agreement.

The right to park in the Parking Space, being the car/two wheeler parking space/s described in **Part II** of the **2nd Schedule** above, if any.

The Share In Common Portions, being undivided, impartible, proportionate and variable share and/or interest in the Common Portions described in the **3rd Schedule** below, as be attributable and appurtenant to the Said Flat, subject to the terms and conditions of this Agreement.

The User Rights in Specified Facilities, being the facilities and amenities which may be provided by the Owners for common benefit and utilization of all or specified portions of the Said Complex and the Projects, subject to the terms and conditions of this Agreement.

3rd Schedule
(Common Portions)

- Lobby at the ground level of the Said Building as demarcated on **Plan B** annexed hereto and bordered in colour **Red** thereon
- Lobbies on all floors and staircase of the Said Building in the residential portion (save and except the lobbies, staircase and all floors of the commercial portion)
- Lift machine rooms and lift wells of the Said Building save and except lift machine room and lift well of the commercial portion

- Water reservoirs/tanks of the Said Building
- Water supply pipeline in the Said Building (save those inside any Unit)
- Drainage and sewage pipeline in the Said Building (save those inside any Unit)
- Wiring, fittings and accessories for lighting of lobbies, staircase and other common portions of the Said Building
- Electricity meters and space for their installation
- Lifts and allied machineries in the Said Building (save and except lift and allied machineries of the commercial portion)
- Fire fighting system in the Said Building
- Network of intercom in the Said Building
- Network of Cable TV in the Said Building
- Broadband connection in the Said Building
- Power back up generator and generator room

**4th Schedule
(Specifications)**

Structure	:	Pile foundation & Earthquake Resistance RCC Superstructure
Wall finish	:	Internal walls finished with POP & primer, External walls weather- shield paint and/ or textured coating finish as per design of the architect.
Flooring	:	Living/Dining /All Bedrooms with Vitrified tiles.
Doors	:	Main Door: Decorative main door with night latch. All internal doors: Seasoned hard wood frames with flush core moulded shutters
Windows:	:	Powder coated / anodized aluminum window with glazing
Kitchen	:	Anti- skid ceramic tiles in floor and ceramic tiles- Dado up to 2 ft above working platform. Granite counters with stainless steel sink.
Toilets	:	Flooring Anti –skid ceramic tiles, wall finishes- ceramic tiles- Dado- up to 7 ft C.P fittings and sanitary fittings of reputed brand.
Electrical	:	AC points in all bedrooms, living and dining , sufficient electrical points in living rooms and telephone socket provision , modular switch and intercom system
Elevators	:	Two passenger elevators and one service elevator in each block.

**5th Schedule
(Common Expenses)**

1. **Common Utilities:** All charges, costs and deposits for supply, operation and maintenance of common utilities.
2. **Electricity:** All charges for the electricity consumed for the operation of the common lighting, machinery and equipment of the Said Building, the Said Complex and the Specified Facilities.
3. **Fire Fighting:** Costs of operating and maintaining the fire-fighting equipments and personnel, if any.
4. **Association/Apex Body:** All operational expenses of the Association/the Apex Body.
5. **Litigation:** All litigation expenses incurred for the common purposes and relating to common use and enjoyment of the Common Portions and the Specified Facilities.

6. **Maintenance:** All costs for maintaining, operating, replacing, repairing, white-washing, painting, decorating, re-decorating, re-building, re-constructing, lighting and renovating etc. the Common Portions and the Specified Facilities [including the exterior or interior (but not inside any Unit) walls of the Said Building].
7. **Operational:** All expenses for running and operating all machinery, equipments and installations comprised in the Common Portions and the Specified Facilities, including lifts, diesel generator set, changeover switches, pump and other common installations including their license fees, taxes and other levies (if any) and expenses ancillary or incidental thereto and the lights of the Common Portions and the Specified Facilities.
8. **Staff:** The salaries of and all other expenses on the staff to be employed for the common purposes, viz. manager, caretaker, clerks, security personnel, liftmen, sweepers, plumbers, electricians etc. including their perquisites, bonus and other emoluments and benefits.

22. Execution and Delivery

- 22.1 **In Witness Whereof** the Parties have executed and delivered this Agreement on the date mentioned above.

**[Owners through Constituted Attorney]
Utpal Ganguly, Partner, Constituted Attorney
Citadel Construction**

**[Developer as Confirming Party through Partner and authorized signatory]
Utpal Ganguly, Partner, Constituted Attorney
Citadel Construction**

[Intended Purchaser/s]

Witnesses:

Signature _____

Name _____

Father's Name _____

Address _____

Signature _____

Name _____

Father's Name _____

Address _____
