

## **AGREEMENT FOR SALE**

THIS AGREEMENT FOR SALE made this **12<sup>th</sup> day of May in the year Two Thousand and Seventeen (2017)**, BETWEEN **SOVA REAL ESTATE LLP**, a limited liability partnership firm registered under the Registrar of Companies, West Bengal, Ministry of Corporate Affairs, Government of India (vide Reg. No. AAE-3783) having its Registered Office at Avanti Villa, Village Sahapur, Post & P.S. – Kolaghat, Purba Medinipur and having been authorised and empowered by an Construction Agreement dated **28-10-2016** to develop residential houses on the below mentioned plots of land of the owners, **Sri Dhananjoy Kumar Bera** of Village-Sahapur, Post & P.S.- Kolaghat, Purba Medinipur–721134 and **Sri Nandadulal Bera, Sri Soumendra Nath Bera & Sri Sourin Bera** all three of the same address at Village- & Post – Goura, P.S. – Daspur-2, Paschim Medinipur – 721146, hereinafter called and Referred to as the **“Developer cum Seller”** (which terms or expression shall unless excluded by or repugnant to the context be deemed to include the partners, and his/her heirs, executors, administrators, legal representatives and assigns) of the FIRST PART.

AND

**Sri Achintya Santosh Bhaumik (PAN:BBLPB2374P, AADHAAR NO. 512613315962), S/o Sri Santosh Kumar Bhaumik**, by faith Hindu, Citizen of India, by occupation business having permanent resident at Village-Nijampur, Post-Balakrouth, P.S. Daspur-2, Dist. Paschim Medinipur-721146, hereinafter called and referred to as the **“PURCHASER”** (which terms or expression shall unless excluded by or repugnant to the context be deemed to include his/her heirs, executors, administrators, legal representatives and assigns) of the SECOND PART.



WHEREAS the Developer cum Seller is the owner/Authorized Seller of ALL THAT a **Shop No-G12** on the **Ground Floor (North side beside East of Northern side Stair case)** of the **"Sitaram Arcade & Srihari Market"** marked in the Drawing and Brochure, measuring about -**183 Sqr. ft.** little more or little less being the carpet area consisting of one shop-room together with undivided proportionate and impartible share and/or interest in the walls, common corridor, stairs, lift and land underneath the said building along with common rights, facilities and amenities thereto at premises in Plots No. 1005, 1006, 1007, 1080, 1081, 1082 & 1089 of J.L. No. 86, Mouza-Paikpari, under Goura Gram Panchayet, Post- Goura, P.S. – Daspur-2, Paschim Medinipur-721146.

AND WHEREAS the Developer cum Seller proposes to sell the **Schedule "C"** mentioned property at a considerable price of **Rs.7,500/= (Rupees Seven Thousand Five Hundred) only** per square foot measuring **183 square feet** little more or little less of carpet area, along with other applicable charges the purchaser accepted the said proposal and agreed to purchase the **Shop No. G-12** in the **Ground Floor (North side beside East of Northern side Stair case)** at the said rate on the following terms and conditions after having full satisfaction over the title of the property which is specially mentioned in the scheduled below.

AND WHEREAS the party/parties of the second part has inspected the original title, deeds and the relevant documents pertaining to the 'said property' and has satisfied himself/herself in this respect.

AND WHEREAS the party of the second part will cause necessary title search in relevant registry office, office in respect of the said property;

AND WHEREAS the purchaser is ready to pay the amount on the following terms and conditions as proposed by the owner as mentioned in the payment schedule mentioned under "MEMO OF CONSIDERATION" herein below read with clause -11 of the terms and conditions stated herein below;

AND WHEREAS the purchaser herein being desirous to purchase a Schedule 'B' mentioned property hereunder written, in terms of memorandum: -



**IN THE AGREEMENT UNLESS IT BE CONTRARY OR REPUGNANT TO THE  
CONTEXT THE TERMS OR EXPRESSIONS SHALL HAVE THE FOLLOWING  
MEANING (DEFINITIONS)**

- (A) **THE OWNERS** shall mean and include the above named owners and their heirs, legal representatives, executors, administrators, assigns and / or nominee or nominees.
- (B) **THE DEVELOPER** shall mean “**M/s SOVA REAL ESTATE LLP**” an incorporated Limited Liability Partnership Firm having its registration No.AAE-3783 and having its registered office at Avanti Villa, Village Sahapur, Post & P.S. – Kolaghat, Purba Medinipur, represented by its designated partners and their respective heirs, executors, legal representatives, administrators, assigns and / or nominee or nominees.
- (C) **THE PURCHASER** shall mean and include, if the if the purchaser be an individual then his/her heirs, executors, administrators, legal representatives and assigns and if the Purchaser is a Company then its successors and/or successors-in-office and/or assigns.
- (D) **THE SAID PROPERTY** shall and include the land measuring about **27.838** dismals of converted homestead land lying and situated in R.S./L.R. Plot no. 1005, 1006, 1007, 1080, 1081, 1082 & 1089 under J.L. No. 86 in Mouza – Sonamui and under Khatian Nos.937, 950, 385/1 and 718, all these adjacent plots in the Village-Sonamui within the jurisdiction of Goura Gram Panchayet, Block-Dasapur-2 in the district of Paschim Medinipur, which is more fully described in “SCHEDULE-“A” hereunder written.
- (E) **THE PROPOSED BUILDING** shall mean Basement plus five storied building proposed to be constructed to be named as “**SITARAM ARCADE & SRIHARI MARKET**” in the said property mentioned in SCHEDULE “A” hereunder as per sanctioned Building Plan and the structural design technically vetted by the Executive Engineer, Panchayet and Rural Development Department of Paschim Medinipur Zila Parisad and then duly approved by the Goura Gram Panchayet, which is more fully described in the SCHEDULE “B” hereunder written.
- (F) **THE PLAN** shall mean the building plan duly approved by Goura Gram Panchayet after technical vetting by the Panchayet and Rural Development Department in Zila Parisad, Paschim Medinipur vide their memo No.820/1(3)/Purta dated 16-03-2017
- (G) **THE ARCHITECT** shall mean duly qualified person or persons or firm or firms licensed to undertake plan and design and construction work appointed by the Developer for construction of the proposed building in the said property as per sanctioned Building Plan vetted by Paschim Medinipur Zila Parisad.



- (H) **SHOP:** The Shop shall mean ALL THAT a room for **Shop No.G-12** on the Ground Floor (**North side beside East of Northern side Stair case**) of the "**Sitaram Arcade & Srihari Market**" marked in the Drawing and Brochure admeasuring about **183 Sq. ft.** little more or little less in carpet area together with undivided proportionate and impartible share and/or interest in the common walls, corridor, stairs, lift and the land underneath the said building along with common rights, facilities and amenities thereto at premises in R.S./L.R. Plot no. 1005, 1006, 1007, 1080, 1081, 1082 & 1089 under J.L. No. 86 in Mouza – Sonamui in Village-Sonamui within the jurisdiction of Goura Gram Panchayet, Block-Daspur-2 in the district of Paschim Medinipur, which is more fully described in "SCHEDULE-"A" hereunder written.
- (I) **UNIT:** Unit shall mean the flat/shop mentioned herein, namely usually common parts and the facilities, amenities and fixtures and other portions of the building which are meant for use of the said unit and to be enjoyed by the Purchaser and/or Purchasers in common with the other unit owners.
- (J) **CONSIDERATION:** Consideration amount shall mean and include the amount herein written and/or given for the purpose of the purchaser (s) of the second scheduled property.
- (K) **THE COMMON PORTION:** shall mean the common parts and / or portions and / or amenities and / or facilities in the Building, common walls, stair cases, lift and lift lobby, overhead tank, pump room, meter room, sewerages, drains, etc which are more fully described in the SCHEDULE "D" hereunder written.
- (L) **THE SITE PLAN:** shall mean the plan of the land described in SCHEDULE "A" which is measured and prepared by authorised surveyor and reproduced in the sanctioned Building Plan.
- (M) **COMMON PARTS:** Common parts shall mean and include the parts and property and /or building for common use and enjoyment and occupations and possession.
- (N) **UNDIVIDED SHARE:** Undivided share shall mean and include the ownership of the undivided share or interest, impediment, right and interest in the land comprised in the said property upon which the multi-storeyed building is forming a part of the First schedule property.
- (O) **THE TRANSFEREE:** shall mean an individual, firm or Company, etc as the case may be, to whom any space in the building has been or would be agreed upon to be transferred.
- (P) **SINGULAR:** Singular shall mean and include plural.
- (Q) **PLURAL:** Plural shall mean and include Singular.



**1 NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO** as follows: -

- 1.1** The purchaser confirms to have inspected and examined the title in respect of **Schedule 'C'** mentioned property and being fully satisfied with the title of the said property. Promoters/Vendors as free from all encumbrance and agree and covenants not to raise any objection thereto in future. The purchaser have also inspected the various Agreement, power of Attorney herein above referred and the building plan duly recommended by the Goura Gram Panchayet, duly vetted and approved by the Zila Parisad, Paschim Medinipur and all other documents and being satisfied and convinced executed these presents.
- 1.2** The owner agrees to sell and transfer or caused to be sold and transferred in favour of the Purchaser or Purchasers hereby agree to purchase the said **Shops No. G-12 TOGETHER WITH** undivided share and interest in the said property referred to in the respective schedule hereafter appearing.
- 1.3** The Developer Vendors / Owners hereby agree and undertake to execute the Deed of Conveyance in respect of the said Shop after receiving full consideration money of **Rs.13,72.500/= (Rupees Thirteen Lakhs Seventy Three Thousand Five Hundred) only or as will be ascertained on actual measurement of carpet area on completion** plus the applicable other charges and **GST**.
- 1.4** The except specially provided herein, the terms and conditions of the Agreement made between Developer Vendors / Owners shall be binding on the Purchaser herein so far as may be applicable.
- 1.5** The Purchaser shall have full right, title, interest, Claim or demand whatsoever or howsoever in respect of the other parts or portions of the said new building with the right of use of common passage, common parts and staircase, landings in common with other shop or flat owners as referred to in the Third schedule herein.
- 1.6** That Owners shall have the exclusive right of ownership, possession, use and enjoyment and to sell to deal with **Schedule 'C'** mentioned shop of the said building.
- 1.7** If the developer/owner fails to deliver the said flat/shop to the Purchaser within the stipulated period, the developer/owners will pay 10% interest per annum on the earnest money which is paid by the Purchaser to the developer/owners until hand over the said flat/shop to the Purchaser.
- 1.8** The agreement to sale shall stand cancelled at any stage upon non-payment of instalments as per schedule within one month of due date as per the



payment schedule attached here and /or intimation of demand for payment. **Interest at the rate of 12% p.a. shall be levied on delayed payment** of instalments beyond the scheduled due dates.

- 1.9 The cancellation charge of **25% of the total contracted value** shall be deducted upon cancellation of agreement by the purchaser.
- 1.10 The purchaser shall be liable to pay **Rs.25/- (Rupees Twenty Five)** per square ft of the booked flat/shop area including super built-up upon transfer of flat to any other person other than those by natural law of death and inheritance before completion of final deed of conveyance of the shop/flat.
- 1.11 In consideration of the Developer / owners having agreed to sell the said shop the Purchaser shall pay to the developer / owners a total sum of **Rs.13,72,500/= (Rupees Thirteen Lakhs Seventy Three Thousand Five Hundred) only**, which includes cost of the **Shop No. G-12**, plus the undivided impartible proportionate share in land and cost of the common benefits. That upon this agreement the purchaser has paid a sum of **Rs. 2,50,000/= (Rupees Two Lakhs Fifty Thousand) only up to this date 12-05-2017** to the developer/owners as agreement money including applicable **GST** and the balance of the Purchase money shall be paid as per the payment schedule mentioned in the Memorandum of Consideration appended below and based on actual measurement of the **Shops Carpet area**.
- 1.12 The purchaser shall make all payments directly to the Developer **M/s Sova Real Estate LLP** against acknowledgement receipt.
- 1.13 The purchaser shall be liable to pay GST at applicable rates on the instalment payment and booking amounts.
- 1.14 The purchaser shall deduct applicable Tax deducted at Source as and when required.
- 1.15 The Purchaser shall pay of the legal charges and statutory dues for the purpose of registration of the said flat undivided proportionate share of land.
- 1.16 That after payment of full consideration money and other charges the Developer/ Owners / Vendors shall deliver the possession of the said flat /shop and shall execute and register Deed of Conveyance in favour of the purchaser. If Developer/ Owner / Vendor fails to handover the possession of the said flat/shop in that event the purchaser shall be entitled to enforce specific performance of this contract against the Developer/ Owner / Vendor and / or handing over the possession of the said flat/shop to the Purchaser.
- 1.17 The Developer / Owner should be liable to handover a copy of the original title deed at the time of Registration of Deed of Conveyance.



**1.18** This Agreement is valid up to **31<sup>st</sup> Dec 2018**, but if any lawful reason arises then Developer/ Vendors / Owners will consider and extend the said stipulated time.

## **2. CONDITIONS PRECEDENT:**

- 2.1 Acceptance of Conditions Precedent:** The Parties have accepted and agreed that the following are and shall be the conditions precedent to this Agreement:
- 2.2 Understanding by Transferee:** The undertaking and covenant of the Transferee is that the Transferee has understood and accepted the under mentioned methodology to be followed by the Developer:
- 2.3 Development of Said Complex:** The Transferor and the Developer intend to develop the Said Complex in staggered phases and the Transferee hereby accepts the same and shall not, under any circumstances, raise any objection or hindrance thereto.
- 2.4 Sanctioned Plans and Modifications:** In pursuance of such intention, the Sanctioned Plans of the Said Complex have been and/or shall further be sanctioned by Goura Gram Panchayet after necessary technical vetting by Pashim Medinipur Zila Parisad.
- 2.5 Extent of Title:** The right, title and interest of the Transferee is limited to the Said Shop/Apartment, the Land Share, the Said Parking Space, if any, and the Share In Common Portions and the Transferee hereby accepts the same and the Transferee shall not, under any circumstances, raise any claim of right, title and interest any nature whatsoever on any other component or constituent of the Said Complex.
- 2.6 Common Portions Subject to Change:** The Common Portions shall always be and remain subject to change and modification, as be deemed fit and necessary jointly by the Transferor and the Developer, to accommodate their future plans regarding the Said Complex and the Transferee hereby accepts the same and the Transferee shall not, under any circumstances, raise any objection or hindrance thereto.
- 2.7 Financial and Other Capacity of Transferee:** The undertaking of the Transferee to the Developer that the Transferee has the financial and other resources to meet and comply with all financial and other obligations under this Agreement, punctually.
- 2.8 Satisfaction of Transferee:** The undertaking of the Transferee to the Transferor and the Developer that the Transferee is acquainted with, fully aware of and is thoroughly satisfied about the title of the State Government and the Transferor, right and entitlement of the Transferor and the Developer, the Sanctioned Plans, all the background papers, the right of the Transferor and the Developer to enter into this Agreement, the Said Scheme and the methodology of development described above and the extent of the rights being granted in favour of the Transferee and the negative covenants





mentioned above and elsewhere in this Agreement and the Transferee hereby accepts the same and shall not raise any objection with regard thereto.

**2.9 Measurement:** The mutual agreement by and between the Parties that the measurement of the Said Shop/Apartment as mentioned in this Agreement is tentative and (1) the final measurement of the Said Shop/Apartment will be communicated by the Developer on completion of its construction (2) the carpet area/built-up area of the Said Shop/Apartment shall be certified by **Messers Biswajit Jana (Architect)** (3) the carpet area/built-up area of the Said Shop/Apartment shall mean covered area of the Said Shop/Apartment including area of all internal and external walls save and except area of common partition walls with adjoining Shops/Apartments, in which case, such area shall be shared equally between the two Shops/Apartments and the final measurement will contain a super built-up component of 25% (twenty five percent) and (4) none of the Parties shall question and/or challenge the built-up area certified by the Architect at any time or under any circumstances. **The Total Price (defined in Clause 11 above and under Schedule "C" below) shall increase or decrease on the basis of the final measurement certified by the Architect.** The Transferee hereby accepts the above and shall not raise any objection with regard thereto.

**2.10 Said Parking Space and Terms of Allotment:** The mutual agreement by and between the Parties that the Said Parking Space (if any, has been agreed to be taken by the Transferee) (1) shall be allotted to the Transferee only after completion of construction of the Said Complex and if the Developer in its sole discretion finds it feasible, simultaneously with delivery of possession of the Said Apartment (2) if covered and for car, may be on the ground floor of any building in the Said Complex or any floor of the Multi-level car park in the Said Complex as be decided by the Developer in its sole discretion and if open and for car, at any place at ground level of the Said Property as be decided by the Developer in its sole discretion (3) may be independent (having direct access from driveway) or dependent (not having direct access from driveway) as be decided by the Developer in its sole discretion and (4) if for two wheeler, at any place in the Said Complex reserved for the parking of two wheelers only as be decided by the Developer in its sole discretion. It is clarified that (1) the right to park in the Said Parking Space is not being agreed to be transferred on the basis of any fixed area, location, convenience or measurement and all decisions of the Developer in this regard shall be final and binding on the Transferee and can only be used for parking of a medium sized motor car or two wheeler, as the case may be, of the Transferee and not for any other purposes and (2) the Transferee will have only right to park in the Said Parking Space. The Transferee hereby accepts each and every one of the above terms and conditions and shall not raise any dispute or objection with the regard thereto.

**2.11 Rights Confined to Said Apartment And Appurtenances:** The undertaking of the Transferee to the Transferor and the Developer that the right, title and interest of the Transferee is confined only to the Said Apartment And Appurtenances and the Developer and the Transferor are entitled to deal with and dispose of all other portions of the Said Property, the Said Building and the Said Complex to third parties at their sole





discretion, which the Transferee hereby accepts and to which the Transferee, under no circumstances, shall be entitled to raise any objection.

**2.12 Covenants:** The mutual agreement and acceptance by and between the Parties that **(1)** the covenants of the Transferee (**Transferee's Covenants**) and the covenants of the Transferor and the Developer (**Transferor's & Developer's Covenants**) as mentioned in Clause 11 and its Sub Clauses below shall perpetually run with the land **(2)** the Transferee's Covenants and the Transferor's & Developer's Covenants (collectively **Covenants**) shall bind them and their successors-in-title or interest and **(3)** this Agreement is based on the undertaking that the Transferee's Covenants and Transferor's & Developer's Covenants shall be strictly performed by the Transferee, the Transferor and the Developer, respectively.

**2.13 Common Portions Subject to Change:** In addition to the provisions of Clause (d) above, the mutual agreement made by and between the Parties that although the Common Portions are described in the **3 Schedule** below, the said descriptions are only indicative and are not intended to bind the Transferor and the Developer in any manner. The Transferor and the Developer shall, in their absolute joint discretion, be entitled to modify or improvise upon the Common Portions and the Transferee hereby accepts the same and shall not raise any objection in this regard and/or have any claim, financial or otherwise, against the Transferor and the Developer for such modification or improvisation.

**2.14 Extension/Addition:** The undertaking of the Transferee to the Transferor and the Developer that notwithstanding anything contained in this Agreement, the Transferee has no objection and shall under no circumstances have any objection to the Transferor and the Developer **(1)** integrating/adding (notionally or actually) other lands 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/Said Complex including the Common Portions **(3)** modifying the Sanctioned Plans, as may be necessary in this regard and **(4)** granting all forms of unfettered and perpetual proportionate right of use over the Common Portions to third parties. It is clearly understood by the Transferee that the Transferee shall not have any right to erect any wall/boundary wall in the Said Property. The Transferee further undertakes that in consideration of the Developer agreeing to transfer the Said Shop/Apartment and Appurtenances to the Transferee, the Transferee has accepted the above conditions and has granted and shall be deemed to have granted to the Transferor, the Developer and all successors-in-interest/title, unfettered and perpetual easements over, under and above all Common Portions including roads, passages and all open spaces in the Said Complex with right to connect the same to new roads and passages comprised in other lands integrated/added to the Said Complex.

### **3. Construction, Completion of Transfer and Facility Manager:**

**3.1 Construction by Developer:** The Developer shall construct, complete and finish the Said Apartment and Appurtenances in accordance with the Sanctioned Plans or as may be recommended by the Architect, as per the



Specifications described in the **Schedule "D"** below. The decision of the Architect in all regards including quality and workmanship shall be final and binding on the Parties.

- 3.2 Quality, Workmanship and Acceptance of Variations etc.:** The decision of the Architect regarding quality, workmanship and variations, modifications or alterations shall be final and binding on the Parties. The Transferee 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 Developer and/or the Architect making such variations, modifications or alterations.
- 3.3 No Hindrance:** The Transferee shall not do any act, deed or thing whereby the construction/development works of the Said Shop/Apartment and Appurtenances and/or the Said Building and/or Said Complex is in any way hindered or impeded. The Transferee hereby accepts the above and shall not raise any objection with regard thereto.
- 3.4 Basic Duty of Transferee:** The Transferee shall make all payments and perform all obligations as stipulated in this Agreement and the Transferee shall not, in any way, commit breach of the terms and conditions herein contained.
- 3.5 Completion Date:** Construction, finishing and making the Said Shop/Apartment habitable and the Said 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], shall be done by the Developer within 48 (forty eight) months from the date of commencement of construction (**Completion Date**) **provided however** the Completion Date may be extended by a period of 6 (six) months (**Extended Period**) at the option of the Developer. The Developer shall neither incur any liability nor be held liable for claim of any amount by the Transferee, if the Developer is unable to deliver possession of the Said Apartment 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 Transferee in making any payment and (2) any other reasonable cause whereby the Developer is prevented from completing the development. In no event shall the Transferee be entitled to claim any amount from the Developer on account of consequential losses and damages if the Said Shop/Apartment and Appurtenances is not completed within the Completion Date and/or the Extended Period.
- 3.6 Possession of Said Apartment:** Upon construction, finishing and making the Said Shop/Apartment habitable, the Developer shall hand over possession of the same to the Transferee. With regard to possession, it is clarified as follows:
- 3.6.1 Possession for Fit-Out:** As soon as the Said Shop/Apartment is ready for fit-out, the Developer shall serve a notice on the Transferee (**Fit-Out Possession Notice**), calling upon the Transferee to take physical possession for the limited purpose of fit-out of the Said Shop/Apartment. Before such delivery of possession for fit-out, the Transferee shall pay to the Developer all amounts due and payable towards the Total Price, Extras



and other charges and the Transferee shall not claim possession of the Said Shop/Apartment and Appurtenances for fit-out 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 Transferee shall be bound to complete snagging of the Said Apartment, failing which it shall be deemed that the Transferee 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 more fully described in Clause f) (ii) below.

**3.6.2 Possession Notice:** Subject to the provision of Clause f) i) above, on the Completion Date (which may include the Extended Period or the period required beyond the Extended Period due to the Circumstances Of Force Majeure and other circumstances mentioned in Clause e) above), the Developer shall serve a notice on the Transferee (**Possession Notice**) calling upon the Transferee to take exclusive physical possession of the Said Apartment. Within 15 (fifteen) days from the date of the Possession Notice (**Date of Possession Notice**), the Transferee shall be bound to take over exclusive physical possession of the Said Apartment after fulfilling all obligations under this Agreement, including payment of all amounts due to the Developer, failing which it shall be deemed that the Transferee has taken possession on the 16th 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 Transferee shall become liable to pay all outgoings (such as Maintenance Charges and Rates & Taxes), irrespective of whether or not the Transferee takes exclusive physical possession of the Said Apartment and Appurtenances. In case the deeming provision comes into force, the Transferee confirms that the Transferee shall not claim to be in physical possession of the Said Apartment and Appurtenances and the same shall be received by the Transferee only upon clearing all dues and performing all obligations.

**3.7 Meaning of Completion:** It shall not be obligatory for the Developer to complete the Common Portions in all respect before giving the Possession Notice to the Transferee and the Said Apartment shall be deemed to have been completed in all respect 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].

**3.8 Complete Satisfaction on Possession:** On the Date of Possession, the Transferee shall be deemed to be completely satisfied with all aspects of the Said Apartment, including the super built-up area of the Said Shop/Apartment.

**3.9 Commencement of Outgoings:** From the Date Of Possession Notice, all outgoings in respect of the Said Shop/Apartment and Appurtenances, including Maintenance Charges and Rates & Taxes shall become payable by the Transferee.



- 3.10 Developer's Obligations:** Subject to the Transferee making payment of the Total Price, Extras and other charges in the manner stipulated in this Agreement, the Developer hereby agrees:
- 3.11 Construction of Said Apartment:** to construct, finish and make the Said Shop/Apartment habitable and the Said Parking Space, if any, usable and transfer the Said Apartment and Appurtenances to the Transferee.
- 3.12 Construction According to Specifications:** subject to the other provisions of this Agreement, to construct and finish the Said Shop/Apartment in accordance with the Sanctioned Plans and Specifications, reasonable variations accepted.
- 3.13 Arrangement for Utilities for Construction Work:** to make own arrangement for water and electricity required for construction. It is clarified that during the Developer constructing/developing other portions of the Said Complex and in the event the Developer extending the Said Complex, the Transferee shall not have/raise any objection to the Developer using the water and electricity connection from the Said Property for the aforesaid construction/development work.
- 3.14 Completion of Transfer:** The transfer of the Said Shop/Apartment and Appurtenances shall be completed by execution and registration of transfer deed in favour of the Transferee provided the Transferee tenders in time all amounts required for the same as mentioned above. The Legal Advisors shall draft the standard transfer deed and only such standard transfer deed shall be used. The Transferee shall be bound to take transfer deed of the Said Shop/Apartment And Appurtenances on or before the Date Of Possession, failing which exclusive physical possession of the Said Shop/Apartment And Appurtenances shall not be delivered to the Transferee (although the Transferee shall become liable for Maintenance Charges 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 Transferee.
- 3.15 Facility Manager:** The Developer shall hand over management and upkeep of the Common Portions (excluding the Said Club) to a professional facility management organization (**Facility Manager**). In this regard, it is clarified that (1) the Facility Manager shall operate, manage and render specified day-to-day services with regard to the Common Portions (2) the Facility Manager shall levy and collect the Maintenance Charges (3) the Transferee 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 Transferee and it shall be deemed that the Facility Manager is rendering the services to the Transferee for commercial considerations (5) the Facility Manager shall merely be the service provider for rendition of services with regard to the Common Portions and no superior rights with regard to the Common Portions shall vest in the Facility Manager and (6) the Facility Manager may be replaced by consent of 80% (eighty per cent) or more of the Complex Co-Owners.



## 4 Covenants

- 4.1 Transferee's Covenants:** The Transferee covenants with the Transferor and the Developer (which expression includes the Association in all Sub-Clauses of Clause 11, wherever applicable) and admits and accepts that:
- 4.2 Transferee Aware of and Satisfied with Common Portions and Specifications:** The Transferee, upon full satisfaction and with complete knowledge of the Common Portions, Specifications and all other ancillary matters, is entering into this Agreement. The Transferee has examined and is acquainted with the Said Complex and has agreed that the Transferee shall neither have nor shall claim any right over any portion of the Said Building and/or Said Complex **save and except** the Said Shop/Apartment and Appurtenances.
- 4.3 Transferee to Mutate and Pay Rates & Taxes:** The Transferee shall (1) pay the Rates & Taxes (proportionately for the Said Building and/or the Said Complex and wholly for the Said Apartment And Appurtenances, from the Date Of Possession Notice and until the Said Apartment And Appurtenances is separately mutated and assessed in favour of the Transferee), on the basis of the bills to be raised by the Developer/the Facility Manager/the Association (upon formation), such bills being conclusive proof of the liability of the Transferee in respect thereof and (2) have mutation completed at the earliest. The Transferee further admits and accepts that the Transferee shall not claim any deduction or abatement in the bills of the Developer/the Facility Manager/the Association (upon formation).
- 4.4 Transferee to Pay Maintenance Charges:** Subject to the provisions of Clause 8.4.9 above, the Transferee shall pay Maintenance Charges on the basis of the bills to be raised by the Developer/the Facility Manager/the Association (upon formation), such bills being conclusive proof of the liability of the Transferee in respect thereof. The Transferee further admits and accepts that (1) the Transferee shall not claim any deduction or abatement in the bills relating to Maintenance Charges and (2) Maintenance Charges shall be subject to variation from time to time, at the sole discretion of the Developer/the Facility Manager/the Association (upon formation).
- 4.5 Transferee to Pay Interest for Delay and/or Default:** The Transferee 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), within 7 (seven) days of presentation thereof, failing which the Transferee shall pay interest @ 2% (two per cent) per month or part thereof (compoundable monthly), for the period of delay, computed from the date the payment became due till the date of payment, to the Developer/the Facility Manager/the Association (upon formation), as the case may be. The Transferee 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 Transferee and the Transferee shall be disallowed from using the Common Portions.
- 4.6 Developer's Charge/Lien:** The Developer shall have first charge and/or lien over the Said Apartment And Appurtenances for all amounts due and





payable by the Transferee to the Developer **provided however** if the Said Apartment And Appurtenances is purchased with assistance of a financial institution, then such charge/lien of the Developer shall stand extinguished on the financial institution clearing all dues of the Developer.

- 4.7 No Obstruction by Transferee to Further Construction:** The Developer and the Transferor shall be entitled to construct further floors on and above the top roof of the Said Building and/or make other constructions elsewhere on the Said Property and the Transferee shall not obstruct or object to the same notwithstanding any inconvenience that may be suffered by the Transferee due to and arising out of the said construction/development activity. The Transferee also admits and accepts that the Developer and/or employees and/or agents and/or contractors of the Developer shall be entitled to use and utilize the Common Portions for movement of building materials and for other purposes and the Transferee shall not raise any objection in any manner whatsoever with regard thereto.
- 4.8 No Rights of or Obstruction by Transferee:** All open areas in the Said Property proposed to be used for open parking spaces do not form part of the Common Portions within the meaning of this Agreement and the Developer and the Transferor shall have absolute right to transfer and/or otherwise deal with and dispose of the same or any part thereof.
- 4.9 Variable Nature of Land Share and Share In Common Portions:** The Transferee fully comprehends and accepts that **(1)** the Land Share, the Share in Common Portions and the share in the Said Club is a notional proportion that the Said Shop/Apartment bears to the currently proposed area of the Said Building/Said Complex **(2)** if the area of the Said Building/Said Complex is recomputed by the Developer and the Transferor (which the Developer and the Transferor shall have full right to do and which right is hereby unconditionally accepted by the Transferee) or if the Developer and the Transferor integrate/add (notionally or actually) other lands to the Said Property (which the Developer and the Transferor shall have full right to do and which right is hereby unconditionally accepted by the Transferee), then the Land Share, the Share In Common Portions shall vary accordingly and proportionately and the Transferee shall not question any variation (including diminution) therein **(3)** the Transferee shall not demand any refund of the Total Price paid by the Transferee on the ground of or by reason of any variation of the Land Share, the Share In Common Portions and the share in the Said Club and **(4)** the Land Share, the Share In Common Portions and the share in the Said Club are not divisible and partible and the Transferee shall accept (without demur) the proportionate share with regard to various matters, as be determined by the Developer, in its absolute discretion.
- 4.10 Transferee to Participate in the Formation of Association:** The Transferee admits and accepts that the Transferee and other Complex Co-Owners shall form the Association and the Transferee shall become a member thereof. The Transferee shall bear and pay the proportionate expenses of the Association and shall acquire and hold membership with voting rights and in this regard the Transferee shall sign, execute and deliver necessary applications and all other papers, declarations and documents as may be required. Notwithstanding formation of the Association, the Facility Manager shall look after the maintenance of the



Common Portions. Each Complex Co-Owner shall be entitled to cast a vote, irrespective of the size of his/her/its Apartment.

**5. Obligations of the Transferee:** The Transferee shall:

- 5.1 Co-operate in Management and Maintenance:** co-operate in the management and maintenance of the Said Building and the Said Complex by the Developer/the Facility Manager/the Association (upon formation).
- 5.2 Observing Rules:** observe the rules framed from time to time by the Developer/the Facility Manager/the Association (upon formation) for the beneficial common enjoyment of the Said Building and the Said Complex.
- 5.3 Paying Electricity Charges:** pay for electricity and other utilities consumed in or relating to the said Shop/Apartment and Appurtenances and the Common Portions, from the Date of Fit-Out Possession.
- 5.4 Meter and Cabling:** be obliged to draw electric lines/wires, television cables, broadband data cables and telephone cables to the Said Apartment only through the ducts and pipes provided therefor, ensuring that no inconvenience is caused to the Developer or to the other Complex Co-Owners. The main electric meter shall be installed only at the common meter space in the Said Complex. The Transferee shall under no circumstances be entitled to affix, draw or string wires, cables or pipes from, to or through any part or portion of the Said Building 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 endeavour to provide T.V. cable line or DTH connection with cabling but set top boxes shall have to be purchased by the Transferee.
- 5.5 Residential and Commercial Use:** use the Said Apartment for residential purpose only. Under no circumstances shall the Transferee use or allow the Said Apartment to be used for commercial, industrial or other non-residential purposes. The Transferee shall also not use or allow the Said Apartment to be used as a religious establishment, hotel, hostel, boarding house, restaurant, nursing home, club, school or other public gathering place. Only the shops purchased can be used for shops and establishment purposes but there should not be use of any **oven** inside the shop or its corridor, which generates fumes and creates unhealthy atmosphere for the other co-owners of shops and residents.
- 5.6 No Alteration:** not alter, modify or in any manner change the (1) elevation and exterior colour scheme of the Said Shop/Apartment and the Said Building and (2) design and/or the colour scheme of the windows, grills and the main door of the Said Shop/Apartment. In the event the Transferee makes any alterations/changes, the Transferee shall compensate the Developer/the Association (upon formation) (as the case may be) as estimated by the Developer/the Association (upon formation) for restoring the same to its original state.
- 5.7 No Structural Alteration and Prohibited Installations:** not alter, modify or in any manner change the structure or any civil construction in the Said Shop/Apartment and Appurtenances or the Common Portions or the Said Building. The Transferee 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 Transferee 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 Transferee on the inner side of the doors and windows of the Said Apartment. The Transferee 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 Transferee 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 Transferee shall install the out-door unit of the same either inside the Transferee'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 Transferee shall also not install any collapsible gate on the main door/entrance of the Said Shop/Apartment. The Transferee 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.

- 5.8 No Sub-Division:** not sub-divide the Said Shop/Apartment and Appurtenances and the Common Portions, under any circumstances.
- 5.9 No Changing Name:** not change/alter/modify the names of the Said Building and the Said Complex from that mentioned in this Agreement.
- 5.10 No Nuisance and Disturbance:** not use or permit to be used the Said Shop/Apartment or the Common Portions or the Said Parking Space, if any, 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 neighbouring 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.
- 5.11 No Storage:** not store or cause to be stored and not to place or cause to be placed any goods, articles or things in the Common Portions.
- 5.12 No Obstruction to Developer/Facility Manager/Association:** not obstruct the Developer/Facility Manager/the Association (upon formation) in their acts relating to the Common Portions and not obstruct the Transferor and the Developer in constructing on other portions of the Said Property/Said Complex and transferring or granting rights to any person in any part of the Said Building/the Said Complex (excepting the Said Shop/Apartment and the Said Parking Space, if any).
- 5.13 No Obstruction of Common Portions:** not obstruct pathways and passages or use the same for any purpose other than for ingress to and egress from the Said Shop/Apartment and the Said Parking Space, if any.
- 5.14 No Violating Rules:** not violate any of the rules and/or regulations laid down by the Developer/the Facility Manager/the Association (upon formation) for use of the Common Portions.



- 5.15 No Throwing Refuse:** not throw or accumulate or cause to be thrown or accumulated any dust, rubbish or other refuse in the Common Portions **save** at the places indicated therefor.
- 5.16 No Injurious Activities:** not carry on or cause to be carried on any obnoxious or injurious activity in or through the Said Shop/Apartment, the Said Parking Space, if any and the Common Portions.
- 5.17 No Storing Hazardous Articles:** not keep or store any offensive, combustible, obnoxious, hazardous or dangerous articles in the Said Shop/Apartment and the Said Parking Space, if any.
- 5.18 No Signage:** not put up or affix any sign board, name plate or other things or other similar articles in the Common Portions or outside walls of the Said Shop/Apartment/Said Building/Said Complex **save** at the place or places provided therefor **provided that** this shall not prevent the Transferee from displaying a standardized name plate outside the main door of the Said Shop/Apartment.
- 5.19 No Floor Damage:** not keep any heavy articles or things that are likely to damage the floors, or not install or operate any machine or equipment **save** usual home appliances
- 5.20 No Installing Generator:** not install or keep or run any generator in the Said Shop/Apartment and the Said Parking Space, if any.
- 5.21 No Use of Machinery:** not install or operate any machinery or equipment except home appliances.
- 5.22 No Misuse of Water:** not misuse or permit to be misused the water supply to the Said Apartment.
- 5.23 No Damage to Common Portions:** not damage the Common Portions in any manner and if such damage is caused by the Transferee and/or family members, invitees or servants of the Transferee, the Transferee shall compensate for the same.
- 5.24 No Hanging Clothes:** not hang or cause to be hung clothes from the balconies of the Said Apartment.
- 5.25 Observe all Terms of Said Development Agreement:** observe and co-operate in the observance of and perform and co-operate in the performance of all covenants, stipulations and obligations under the Said Development Agreement and the Transferee shall specifically not do or cause to be done any act, deed or things that violates covenants, stipulations and obligations under the Said Development Agreement or renders the Said Development Agreement liable for termination, it being clearly understood by the Transferee that all provisions of the Said Development Agreement are binding on the Transferee.



## 6. Notification Regarding Letting/Transfer:

- 6.1** If the Transferee lets out or transfers the Said Shop/Apartment and Appurtenances, the Transferee shall immediately notify the Facility Manager/the Association (upon formation) of the tenant's/transferee's name, address and telephone number.
- 6.2 No Objection to Construction:** Notwithstanding anything contained in this Agreement, the Transferee has accepted the plan of the Transferor and the Developer to construct/develop the Said Complex in phases and to construct on other portions of the Said Property and hence the Transferee has no objection to the continuance of construction in the other portions of the Said Property/Said Complex, even after the Date Of Possession Notice. The Transferee shall not raise any objection to any inconvenience that may be suffered by the Transferee due to and arising out of the said construction/development activity.
- 6.3 No Right in Other Areas:** The Transferee shall not have any right in the other portions of the Said Property/Said Complex and the Transferee shall not raise any dispute or make any claim with regard to the Transferor and the Developer either constructing or not constructing on the said other portions of the Said Property/Said Complex.
- 6.4 Roof Rights:** The purchaser shall not claim any individual right over and in respect of the roof or terrace of the said building. A demarcated portion of the top roof of the Said Building shall remain common to all Complex Co-Owners who own Shops/Apartments in 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 Transferor and the Developer with right of exclusive transfer and the Transferee specifically agrees not to do any act which prevents or hinders such transfer. Notwithstanding the demarcation of the top roof of the Said Building as aforesaid, the Transferor and the Developer shall always have the right of further construction on the entirety of the top roof and the Transferee 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 Complex Co-Owners who own Apartments in the Said Building.

## 7 Transferor's & Developer's Covenants: The Transferor and the Developer covenant with the Transferee and admit and accept that:

- 7.1 Completion of Transfer:** The transfer of the Said Shop/Apartment and Appurtenances shall be completed by the Transferor and the Developer by executing transfer deed in favour of the Transferee provided the Transferee pays all amounts required for the same.
- 7.2 No Creation of Encumbrance:** The Transferor and the Developer shall not create any charge, mortgage, lien and/or shall not transfer and/or enter into any agreement with any person other than the Transferee in respect of the Said Apartment and Appurtenances, subject to the Transferee fulfilling all terms, conditions and obligations of this Agreement.



- 7.3 Documentation for Loan:** The Developer shall provide to the Transferee all available documents so that the Transferee may get loan from banks and financial institutions.

## 8 Termination and its Effect

- 8.1 Breach of Transferee's Covenants:** In the event the Transferee (1) fails to make payment of any part or portion of the Total Price, Extras and other charges, or (2) neglects or fails to perform the Transferee's Covenants and/or obligations on the part of the Transferee to be performed in terms of this Agreement, this Agreement shall, at the option of the Developer, stand cancelled and/or rescinded, upon which the Developer shall refund to the Transferee all payments received till that date (excluding Service Tax/GST), without any interest, after deducting 20% (twenty per cent) of the Net Price. In the event the Developer condones the delay of any payment due under this Agreement, the Transferee shall be liable to pay interest @ 18% (eighteen per cent) per annum or part thereof (compoundable monthly), for the period of delay, computed from the date the payment became due till the date of payment. However, such right to condone is exclusively vested in the Developer and the Transferee shall not be entitled to claim the same as a matter of right.
- 8.2 Breach of Transferor's & Developer's Covenants:** Without prejudice to the provisions of **Clause 3.5 above**, in the event the Transferor and/or the Developer fail and/or neglect to perform any of the Transferor's & Developer's Covenants, this Agreement shall, at the option of the Transferee, stand cancelled and/or rescinded, upon which the Developer shall refund to the Transferee all payments received till that date. In the event the Developer delays in handing over possession of the Said Apartment to the Transferee beyond the Completion Date and the Extended Period or the period required beyond the Extended Period due to circumstances mentioned in **Clause 3.5 above**, the Developer shall pay to the Transferee interest at the then prevailing savings bank rate of interest of State Bank of India.
- 8.3 Effect:** Upon termination of this Agreement due to any of the circumstances mentioned in Clauses 12.1 and 12.2 above, the Transferee shall not be entitled to claim any right, title and interest (either equitable or otherwise) over and in respect of the Said Apartment And Appurtenances and/or the Said Building and/or the Said Complex and/or the Said Property or any part or portion thereof and the Transferee shall further not be entitled to claim any charge on the Said Apartment 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.

## 9 Taxes

- 9.1 Obligation Regarding Taxes:** In the event of the Transferor and/or the Developer being made liable for payment of any tax (excepting Income Tax and Service Tax, if any, levied in respect of the Development Agreement), duty, levy or any other liability under any statute or law for the time being in force or enforced in future (such as Goods and Service Tax, Works Contract Tax, Value Added Tax or any other tax and imposition levied by the State Government, Central Government or any other authority or body) or if the Transferor and/or the Developer are advised by their consultant that the



Transferor and/or the Developer are liable or shall be made liable for payment of any such tax, duty, levy or other liability on account of the Transferor and/or the Developer having agreed to perform the obligations under this Agreement or having entered into this Agreement, then and in that event, the Transferee shall be liable to pay all such tax, duty, levy or other statutory liability and hereby indemnifies and agrees to keep the Transferor and/or the Developer 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 Transferor's and/or the Developer's consultant shall be paid by the Transferee at or before the Date of Possession.

## 10 Defects

**10.1 Decision of Architect Final:** If any work in the Said Shop/Apartment and Appurtenances is claimed to be defective by the Transferee, the matter shall be referred to the Architect and the decision of the Architect shall be final and binding on the Parties. If directed by the Architect, the Developer shall at its own costs remove the defects. This will however not entitle the Transferee to refuse to take possession of the Said Apartment and if the Transferee does so, the provisions regarding deemed possession as contained in **Clauses 3.6.1 to 3.6.2 above** shall apply and all consequences mentioned therein shall follow.

## 11 Association and Rules

**11.1 Rules of Use:** The Said Shop/Apartment and Appurtenances shall be held by the Transferee subject to such rules and regulations as may be made applicable by the Association from time to time.

**11.2 Restrictions:** The Transferee agrees that the Transferee shall use the Said Shop/Apartment and Appurtenances subject to all restrictions as may be imposed by the Association.

## 12 Force Majeure

**12.1 Circumstances of Force Majeure:** The Transferor and the Developer shall not be held responsible for any consequences or liabilities under this Agreement if they are prevented in meeting the obligations under this Agreement 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 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**).





**12.2 No Default:** The Transferor and the Developer shall not be deemed to have defaulted in the performance of their 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 of any event constituting Circumstances of Force Majeure

### 13 Miscellaneous:

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

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

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

**13.4 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 and shall continue to subsist to the extent of the remaining terms and conditions and bind the Parties.

**13.5 No Claim of Un-Enforceability:** This Agreement is being entered into 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.

**13.6 Right of Possession:** The right of possession of the Transferee in respect of the Said Shop/Apartment and Appurtenances shall arise only upon the Transferee fulfilling all obligations as are contained in this Agreement.

**13.7 Nomination by Transferee with Consent:** The Transferee admits and accepts that before execution and registration of transfer deed of the Said Shop/Apartment and Appurtenances, the Transferee shall be entitled to nominate, assign and/or transfer the Transferee's right, title, interest and obligations under this Agreement on payment of **Rs.25/= per square feet** on the booked area as nomination charge to the Developer **subject to** the covenant by the nominee that the nominee shall strictly adhere to the terms of this Agreement **and subject also to** the following conditions:

**13.8 Transferee to Make Due Payments:** The Transferee shall make payment of all dues of the Developer in terms of this Agreement, up to the time of nomination.



**13.9 Written Permission of Developer:** The Transferee shall obtain prior written permission of the Developer and the Transferee and the nominee shall be bound to enter into a tripartite agreement with the Transferor and the Developer.

**13.10 TDS LIABILITY:** The Transferee shall be liable to pay the **Income Tax TDS** at the applicable rate as per the prevailing Act and Rules, which may be payable by the Transferee. The Developer shall collect it and deposit to the respective Government Authority.

### **SCHEDULE "A"**

#### **(DESCRIPTION OF THE LAND OF THE OWNERS UPON WHICH THE GROUND PLUS FOUR STORIED BUILDING WILL BE CONSTRUCTED)**

ALL THAT the piece and parcel of land of an area measuring **22.558 dismal** more or less of converted homestead land lying and situated in R.S./L.R. Plot no. 1005, 1006, 1007, 1080, 1081, 1082 & 1089 under J.L. No. 86 in Mouza – Sonamui in Village-Sonamui within the jurisdiction of Goura Gram Panchayet, Block-Daspur-2 in the district of Paschim Medinipur, which is butted and bounded by:-

**On the West:** Ghatal-Paskura Express Way (Bus Route)

**On the South:** House of Srimati Gita Rani Dinda on plot 1089 and also house of Sri Surojit Das and Sri Anujit Das, both sons of Sri Amulya Charan Das on Plot No. 1890

**On the East:** Plot no 1089 vacant land of Sri Asit Baran Bhuina and Plot no. 1083 of Soumendra Nath Bera & Bros and partly of Sri Surojit Das and Sri Anujit Das sons of Sri Amulya Charan Das.

**On the North:** Plot no 1080 of Sri. Soumendra Nath Bera & Bros and of Sri Subhrangsu Bera & Bros.





**S C H E D U L E "B" ABOVE REFERRED TO  
(PROPOSED BUILDING TO BE CONSTRUCTED)**

ALL THAT five storied (Basement+ground plus four) building to be constructed on the land which is more fully described in the Schedule – "A", hereinabove to be named as "SITARAM ARCADE & SRIHARI MARKET" consisting of several self-contained flats and shops, marked in the plan and drawing in Eight Blocks as "A", "B", "C", "D", "E", "F", "G" & "H" in G+4 Storied Building covering 3<sup>rd</sup> & 4<sup>th</sup> floors and about 14 Nos shops of different sizes / dimensions in the Ground to 2<sup>nd</sup> Floors and Basement Car Parking and other spaces in accordance with building plan dully sanctioned by the appropriate authorities.

**S C H E D U L E "C" ABOVE REFERRED TO:  
(PARTICULARS OF THE PURCHASER'S ALLOCATION)**

ALL THAT piece and parcel of proposed self-contained **Shop No.G-12 on the Ground Floor Extension Portion (Southern Side) of "SITARAM ARCADE & SRIHARI MARKET" measuring 183 square feet more or less** being the **CARPET AREA**, agreed to purchase at the price of **Rs.7,500/=** only per Square feet fully complete in habitable condition together with undivided proportionate and impartible share and/or interest in the land described in the SCHEDULE "A" above and together with proportionate share in the common areas and common amenities and facilities to be provided viz., corridor, stairs, lift, etc. in the said building at the premises in Plots R.S./L.R. Plot no. 1005, 1006, 1007, 1080, 1081, 1082 & 1089 under J.L. No. 86 in Mouza – Sonamui in Village-Sonamui within the jurisdiction of Goura Gram Panchayet, Block-Daspur-2 in the district of Paschim Medinipur.

**S C H E D U L E "D" ABOVE REFERRED TO:  
(COMMON AREAS/ FACILITIES/ AMENITIES ETC)**

Common are, common parts, facilities and amenities as referred to herein above shall be proportionate attributable to the each flat which include the following: -

1. Foundation column, beams, support, main walls, boundary walls, common drains, sewerage system common spaces, corridors, lobbies.



2. Common lift / stair case from ground floor landing up to Top floor.
3. Underground water reservoir, Septic tank, overhead water tank.
4. Electrical meter room, pump and motor room, pipe and conducts and walls apparatus and installations in the said building for common use.
5. Main entrance gates from main road up to the Flat.
6. Entrance passage of the building to be the common entrance from main road to the stair Lift up to the Flat/Shop.
7. Pipe lines for water connection for common use.
8. Common egress and ingress to the other parts of the said proposed building.

**SCHEDULE "E" ABOVE REFERRED TO:**

**(The building and specifications of flats/Shops)**

**1. STRUCTURE:**

The main structure will be of reinforced cement concrete (1:2:4). It comprised in columns, beams, foundation etc. complete.

**2. BRICK WORK:**

The external walls will be of 1:5 Cement and sand, brick work with 200 mm thickness with hollow bricks. All the internal walls will be 100 mm, except the flat separating walls, stair walls and balcony walls which will be 100 mm. thick.

**3. EXTERNAL WALLS:**

External walls will be done 200mm thickness brick work with hollow bricks, and complete plaster, finished with two coated cement paint.

**4. INTERNAL WALLS:**



Internal partition wall will be done 4" thickness bricks work with hollow bricks, and complete plaster, finished with wall putty.

5. **FLOORING:**

Flooring will be marble or tiles with skirting in all rooms will be 6", and staircase railing will be of M.S. Grills, to suit with aesthetics of the building. Hardware fittings and fixture will be provided of standard make and quality.

6. **DOORS:**

All the doors shutter of 30 mm. thick will be flush type doors frame will be made by sal wood, and all door finished with two quoted enamel paints.

7. **WINDOWS:**

All windows would be steel window with aluminium sliding fitted with glass pane (except kitchen and toilet, steel window with sun shed).

8. **TOILET:**

Toilets will be provided with flush P.V.C doors with 3/4<sup>th</sup> concealed PVC pipe line (I.S.) connected from general water supply from over-head tank with water connection from Gram Panchayet or own water source, standard white colour Indian pan or commode with low down cistern, toilets walls will have glazed tiles up to 6'-0" height all around and flooring will be marble and one wash basin.

9. **KITCHEN:**

Kitchen will have one Black stone shelf above the black stone, 4'-0" glaze tiles from the top of Black stone and one stainless steel sink with two taps. For shops no kitchen is provided.

10. **ELECTRICAL:**

All electrical line will be concealed with wire, all materials will be of I.S.I. in the shop, two light points, one fan point, one plug point and



one power point, one 15 amp plug point, one exhaust fan point, balcony one light point, common light point for stairs and common service areas and one Gezeer electrical point.

**11. WATER SUPPLY:**

From Panchayet water supply line or own source, like submersible pump.

**12. PAINTING & FINISHING:**

Outside face of external walls – High Quality Texture Paint. Internal face of walls:  
– Good quality Wall Putty. Windows, gates and grills will be painted with two coats of enamel paints over two coats of primer.

**13. Lift: Reputed make Lift.**

*N.B.: Extra work and fittings and better quality of fittings, extra electrical point's fittings will be provided on extra costs payable in advance.*

**IN WITNESS WHEREOF** the parties hereto put their respective hands and seal on the day month and year first above written.

**SIGNED, SEALED & DELIVERED**

In presence of: -

**WITNESSES:**

**1.**

**2.**

**SIGNATURE OF THE DEVELOPER / OWNER**

**SIGNATURE OF THE PURCHASER**



## MEMO OF CONSIDERATION

The Purchaser shall pay a total consideration of **Rs.13,72,500/= (Rupees Thirteen Lakhs Seventy Two Thousand Five Hundred)** only plus Service Tax and other applicable charges to the DEVELOPER in the manner as stated hereunder but the final payment shall be made as per the area before actual physical measurement @ **Rs.7,500/=** per Square Feet for the **Shop No. G-12**.

### Payment Schedule

Booking & Agreement	15% Plus S. Tax
Payment on Foundation Casting	10% Plus S. Tax
Payment on Ground Floor Base casting	10% Plus S. Tax
Payment on Ground Floor Roof casting	10% Plus S. Tax
Payment on First Floor Roof casting	10% Plus S. Tax
Payment on Second Floor Roof Casting	10% Plus S. Tax
Payment on Brickwork of Shop	10% Plus S. Tax
Payment on Internal Plaster	10% Plus S. Tax
Payment on Outside Plaster & Flooring	10% Plus S. Tax
Payment on Possession of Flat	Balance about 5% Plus S. Tax

### Extra Charges & Deposits:

Legal Charges	Rs.5/= per sqr. ft on sale agreement and Rs.5/= per Sqr ft on possession
Generator & Electricity Connection	Rs.30/= per sqr ft
Society Formation Fees	Rs.1,000/=
Sinking Fund for Future Maintenance	Rs.10/= per sqr ft
Separate Electric Meters	At actuals

### Cancelation Charge:

- a) After this agreement: 10% of full consideration value. Refund is subject to one month's notice of cancelation.

**Nomination Charge:** Nomination charge will be Rs.25/= per sqr ft.

**Note: Service Tax/GST and Other Govt. Charges will be as applicable.**

**Mode of payments:** All Payments are to be made by demand draft/account payee cheque in favour of "**SOVA REAL ESTATE LLP**" or online transfer (RTGS/NEFT) to **A/c No. 35338067510** with State Bank of India, Kolaghat Branch, **IFSC: SBIN0014102**



## MEMO OF EARNEST MONEY

**RECEIVED** form the within named purchasers the within mentioned sum of **Rs.2,50,000/= (Rupees Two Lakhs Fifty Thousand)** only by cheques (Rs.1,00,000/= on 08-01-2017 and Rs.1,50,000/= on 11-05-2017).

### Witnesses :-

1.

2.

**SIGNATURE OF THE DEVELOPER / OWNER**