

AGREEMENT FOR SALE OF FLAT

1. **Date:**
2. **Place:** Kolkata
3. **Parties :**
- 3.1 **SRI SUSANTA MUKHERJEE (PAN- ADNPM 5441K)** son of Late Sunil Kumar Mukherjee, by faith- Hindu, by occupation- Business, residing at Premises No. 28C, Mahim Halder Street, Post & Police Station- Kalighat, Kolkata- 700 026, hereinafter referred to as **Owner No. 1** (which term or expression shall subject to the context be deemed to mean and include, as the case may be, his successors or successors in interest , heirs, representative, administrators and assigns) of the **ONE PART**

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- 3.2 **M/S. EVERLIKE SUPPLIERS PRIVATE LIMITED , (PAN- AABCE6195N)** a company within the meaning of the Companies Act, 1956, having its registered office at 50, Suburban School Road, Post- Bhawanipore, Police Station- Kalighat,

Kolkata- 700025, represented by one of its Director **SRI ARUN KUMAR KEDIA (PAN- AFCPK8353F)**, son of Shri Ram Kumar Kedia, residing at 50, Suburban School Road, P. S. : Kalighat, P. O. : Bhawanipore, Kolkata – 700 025, hereinafter referred to as **OWNER NO. 2 / DEVELOPER** (which term or expression shall subject to the context be deemed to mean and include, as the case may be, its successors in interest , assigns and nominees) of the **SECOND PART**.

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3.3 Name (PAN), Son/daughter of _____, by faith Hindu, by occupation Business, residing at Premises No. 28A Mahim Halder Street, Kolkata 700026 called the **Buyer** (which expression or term shall unless excluded or repugnant to the context hereof be deemed to mean and include their heirs, executors, legal representatives, administrators, and/or assigns) of the **THIRD PART**.

Owner No. 01 and Owner No. 02/Developer collectively referred to as **Seller/Vendors**.

Owner No. 1, Owner No. 02/Developer, and Buyer collectively **Parties** and individually **Party**.

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

4. Subject Matter of Agreement :

4.1 Transfer of Said Flat and Appurtenances : Terms and conditions for transfer of :

4.1.1 Said Flat: Residential Flat No. _____ on the _____ floor, Chargeable area _____ **Square feet**, corresponding to built-up area approximately _____ **square feet**, described in **Part-I** of the **2nd Schedule** below (**Said Flat**), in the proposed building named **Aster Alpinus (Said building)**, comprised in Municipal Premises No. 28B, Mahim Halder Street, Police Station- Kalighat, Kolkata-700 026, K.M.C. Ward No. 083 described in **Part-I** of the **1st Schedule** below (**Said Premises**).

4.1.2 Parking Space: Ownership of **1 (One)** no. of covered Car Parking space measuring around 120 (one hundred twenty) square feet in the East/ West/ North/ South side of the Ground floor of the Newly constructed Building at Municipal Premises No. 28B, Mahim Halder Street, Police Station- Kalighat, Kolkata-700 026, Ward No. 083 of the Kolkata Municipal Corporation (**KMC**), described in **Part-II** of the **2nd Schedule** written herein below:

4.1.3 Land Share: Undivided, impartible, proportionate and variable share and interest in the land and soil comprised in the Said Premises, as is attributable to the Said

Flat and Car Parking space (**Land & Soil Share**). The Land Share is/shall be derived by taking into consideration the proportion which the built-up of the Said Flat and Car Parking space bears to the total built-up area of the Said Building.

- 4.1.4 **Share in Common Portions** : Undivided, impartible, proportionate and variable share and interest in all common areas/portions, amenities and facilities of the Said Building as is attributable 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**). The Share in Common Portions is/shall be derived by taking into consideration the proportion which the built-up area of the Said Flat bears to the total built-up area of the Said Building.

The Said Flat, the Land & Soil Share, the Parking Space and the Share in all Common Portions, collectively described in **Part-IV** of the **2nd Schedule** below (collectively **Said UNIT And Appurtenances**).

5. **Background:**

- 5.1 **Ownership and Title of Seller:** The Seller has represented to the Buyer that by virtue of the events and in the circumstances mentioned in **Part-II** of the **1st Schedule** below (**Devolution Of Title**), the Seller became and is the absolute and undisputed owners of the Said Premises, free from all encumbrances and the Seller are in peaceful possession thereof.
- 5.2 **Sanctioned Plan:** With the intention of developing and commercially exploiting the Said Premises by constructing the Said Building thereon and selling the flats, Car Parking spaces and other covered and open space thereat (**Units**), the Seller has got a building plan sanctioned by the Kolkata Municipal Corporation (**KMC**) vide Building Permit No. 2016080079 dated 27.01.2017 (**Sanctioned Plan**), which includes all sanctioned/permissible modifications made/to be made thereto, if any, from time to time.
- 5.3 **Scheme:** The Seller formulated a scheme for sale of Units in the Said Building/residential unit to be constructed
- 5.4 **Application and Allotment:** The Buyers have applied to the Sellers for purchase of the "Said Flat" and Appurtenances and the Sellers have allotted the same to the Buyer conditional upon the Buyer entering into this Agreement.
- 5.5 **Agreement to Record:** Pursuant to the aforesaid application made by the Buyer and the allotment made by the Seller, this Agreement is being entered into between the Parties herein for recording the conclusive and comprehensive terms and conditions (superseding all previous documents and understandings) for sale of the Said Flat And Appurtenances by the Seller to the Buyer.

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 **Financial and Other Capacity of Buyer:** The undertaking of the Buyer to the Sellers that the Buyers has the financial and other resources to meet and comply with all financial and other obligations under this Agreement, punctually.
- 6.1.2 **Satisfaction of Buyer:** The undertaking of the Buyers to the Seller that the Buyers is acquainted with, fully aware of and is thoroughly satisfied about the title of the Seller, the Sanctioned Plan, all the background papers mentioned in the Devolution Of Title, the right of the Seller to enter into this Agreement and the extent of the rights being granted in favour of the Buyers and the Buyers shall not raise any objection, whatsoever and/or howsoever, with regard thereto.
- 6.1.3 **Right Confined to Said Flat And Appurtenances:** The undertaking of the Buyer to the Seller that the right, title and interest of the Buyer is confined only to the Said Flat And Appurtenances and the Seller is entitled to deal with and dispose off all other portions of the Said Building in the Said Complex and the Said Premises to third parties at the sole and absolute discretion of the Seller, to which the Buyer, under no circumstances, shall be entitled to raise any objection.
- 6.1.4 **Covenants:** The mutual agreement and acceptance by and between the Parties that (1) the covenants of the Buyer (**Buyer's Covenants**) and the covenants of the Seller (**Seller's Covenants**) as mentioned in Clause 10 and its Sub Clauses below shall perpetually run with the land, (2) the Buyer's Covenants and the Seller'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 Buyer's Covenants and the Seller's Covenants shall be strictly performed by the Buyer and the Seller, respectively.
- 6.1.5 **Extension/Addition of Project:** The undertaking of the Buyer to the Seller that notwithstanding anything contained in this Agreement, the Buyer has no objection and shall under no circumstances have any objection to the Seller in the Extension/Addition of the Project subject to sanction from the KMC.
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 and or Execution of this agreement.
- 7.2 **Validity:** This Agreement shall remain in force till such time that the Said Flat And Appurtenances is completed and handover the possession thereof is delivered to the Buyer, unless terminated in the manner mentioned in this Agreement.

8. Total Price, Payment and Extras:

- 8.1 **Total Price:** The consideration for sale of Said Flat and Appurtenances is the amount mentioned in **Part-I** of the **6th Schedule** below (**Total Price**), which the Parties confirm and accept. The Total Price does not include the Extras (as defined in Clause 8.4 below).
- 8.2 **Payment Schedule of Total Price:** The Total Price shall be paid by the Buyer to the Owner No. 2/Developer in the manner as mentioned in **Part-II** of the **6th Schedule** below. The Buyer agrees and covenants not to claim any right or possession over and in respect of the Said Flat and Appurtenances till such time the Buyer has paid the entirety of the Total Price and the Extras (defined in Clause 8.4 below)
- 8.3 **No Notice for Payment :** The Buyer covenants that the Buyer shall regularly and punctually make payment of the installments of the Total Price in the manner mentioned in **Part-II** of the **6th Schedule** below and the Extras (defined in Clause 8.4 below) as and when demanded by the Owner No. 2/Developer and this Agreement is and shall be deemed to be sufficient notice to the Buyer about the obligation to make payment, failing which the Buyer shall be deemed to be in default and the consequences mentioned in Clause 11.1 shall follow. Timely payment of the Total Price and the Extras (defined in Clause 8.4 below) is the essence of this contract.
- 8.4 **Additional Charges :** In addition to the Total Price, the Buyer shall also pay to the Owner No. 2/Developer, as and when demanded by the Owner No. 2/Developer, the following amounts (collectively Additional Charges):

ADDITIONAL CHARGES

Common Electric Meter Charges	Proportionate
Rule 25 Charges	On Actuals (As Applicable)
Electricity Charges	Rs. 60 per square feet
Individual Electricity Meter	On Actuals (As Applicable)
Legal Fees	1% of Total Consideration

Nomination Charges 2% of the total consideration plus applicable G.S.T.

8.4.1 **Proportionately:** Proportionate share towards:

- (a) **Formation of Association:** costs and expenses for formation of a body of the co-owners of the Said Building, which may be a syndicate, committee, body corporate, company or association under the West Bengal Apartment Ownership Act, 1972 (**Association**).

8.4.2 **Wholly:** Wholly towards:

- (a) **Electricity:** costs, expenses and charges for providing separate electricity meter in the Said Flat.
- (b) **Stamp Duty and Registration:** costs and expenses of Stamp Duty, Registration Fees, additional/deficit Stamp Duty, additional/deficit Registration Fees, misc charges for registration etc.
- (c) **Up-gradation:** increased costs due to any up-gradation of the Specifications described in the **5th Schedule** below or change of layout of the Said Flat. In this regard it is clarified that (1) the Buyer can seek specific up-gradation or change of layout of the Said Flat (2) the Owner No. 2/Developer shall have absolute discretion in agreeing to such up-gradation or change of layout of the Said Flat, (3) instruction for specific up-gradation or change of layout of the Said Flat shall have to be given by the Buyer to the Owner No. 2/Developer, (4) if acceptable, the Owner No. 2/Developer shall signify consent to the proposed specific up-gradation or change of layout of the Said Flat and give a cost estimate for the same and (5) immediately after the said consent and cost estimate, the Buyer shall have to pay the estimated amount, failing which the instruction for up-gradation or change of layout of the Said Flat shall be deemed to have been perpetually withdrawn, waived and abandoned by the Buyer.
- (d) **Advance Common Expenses/Maintenance Charges:** interest free advance for proportionate share of the common expenses/maintenance charges described in the **4th Schedule** below (**Common Expenses/Maintenance Charges**) @ Rs. / sq. ft. (Rupees per sq. ft.) plus applicable taxes per square feet per month, for 12 (twelve) months, from the Date Of Possession (defined in Clause 9.6.2 below) (**Advance Common Expenses/Maintenance Charges**). The Advance Common Expenses/Maintenance Charges shall (1) be utilized for meeting the Common Expenses/Maintenance Charges for the said limited period of 12 (twelve) months only, (2) be a fixed payment after paying which the Buyer shall have no further obligation to pay any other amount towards Common Expenses/Maintenance Charges for the said period of 12 (twelve) months, (3) be utilized by the Owner No. 2/Developer to meet all expenses towards Common Expenses/Maintenance Charges, without obligation of any accounting and (4) be handed over by the Owner No. 2/Developer to the Association, if the Association becomes operational before expiry of the said period of 12 (twelve) months **provided however** the Owner No. 2/Developer shall handover only the balance remaining of the Common Expenses/Maintenance Charges to the Association.

9. Construction, Completion of Sale and Facility Manager:

- 9.1 **Construction by Owner No. 2/Developer:** The Owner No. 2/Developer shall construct and complete the Said Flat And Appurtenances in accordance with the

sanctioned plan or as may be recommended by the Architect, as per the Specifications described in the **5th Schedule** below.

- 9.2 **Quality, Workmanship and Acceptance of Variations etc.:** The decision of the Architect regarding quality and workmanship shall be final and binding on the Parties. The Buyer hereby consents to the variations, modifications or alterations as may be recommended by the Architect.
- 9.3 **No Hindrance:** The Buyer shall not do any act, deed or thing whereby the construction of the Said Flat and Appurtenances and/or the Said Building is in any way hindered or impeded.
- 9.4 **Basic Duty of Buyer:** The Buyer shall make all payments and perform all obligations as stipulated in this Agreement and the Buyer shall not in any way commit breach of the terms and conditions herein contained.
- 9.5 **Completion Time:** Construction, finishing and making 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], shall be done by the Owner No. 2/Developer within 24 months from the date of execution of this agreement, (**Completion Date**) **provided however** the Completion Date may be extended by a period of 6 (six) months (**Extended Period**) at the option of the Owner No. 2/Developer. The Owner No. 2/Developer shall neither incur any liability nor be held liable for claim of any amount by the Buyer, if the Owner No. 2/Developer is 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 14.1 below) or for or on account of (1) delay on the part of the Buyer in making any payment and (2) any other reasonable cause (for what is a reasonable cause, the decision of the Architect shall be final and conclusive) whereby the Owner No. 2/Developer is prevented from completing the Said Flat And Appurtenances or any portion thereof. In no event shall the Buyer be entitled to claim any amount from the Owner No. 2/Developer on account of consequential losses and damages or otherwise if the Said Flat And Appurtenances is not completed within the Completion Date and/or Extended Period.
- 9.6 **Possession of Said Flat and Parking Space:** Upon construction, finishing and making the Said Flat habitable and the Parking Space, if any, usable, the Seller shall hand over possession of the same to the Buyer. With regard to possession, it is clarified as follows:-
- 9.6.1 **All Payments Before Possession:** Before receiving possession of the Said Flat And Appurtenances, the Buyer shall pay to the Owner No. 2/Developer all amounts due and payable towards the Total Price and Extras and the Buyer shall

not claim possession of the Said Flat And Appurtenances till the Total Price and the Extras are paid in full.

- 9.6.2 **Possession Notice and Date Of Possession:** Immediately after constructing, finishing and making the Said Flat habitable and the Parking Space, if any, usable, the Owner No. 2/Developer shall serve a notice on the Buyer (**Possession Notice**) calling upon the Buyer to take possession. Within 15 (fifteen) days from the date of the Possession Notice, the Buyer shall be bound to take over 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 Owner No. 2/Developer under this Agreement, failing which it shall be deemed that the Buyer has taken deemed possession on the 15th day of the date of the Possession Notice (date of actual or deemed possession, **Date Of Possession**) for the purpose of payment of maintenance and other charges. Actual, defacto possession shall be made over to the buyer on receipt of all payments by the Owner No. 2/Developer.
- 9.6.3 **Complete Satisfaction on Possession:** On the Date Of Possession, the Buyer shall be deemed to be completely satisfied with all aspects of the Said Flat And Appurtenances, including the measurement of the Said Flat.
- 9.6.4 **Commencement of Outgoings:** From the Date Of Possession, all outgoings in respect of the Said Flat And Appurtenances, including Municipal tax, surcharge, land revenue, levies, cess, etc. (collectively **Rates & Taxes**) as be tentatively decided by the Owner No. 2/Developer and proportionate share of Common Expenses/Maintenance Charges, shall become payable by the Buyer. It is clarified that the Common Expenses/Maintenance Charges do not include the Rates & Taxes.
- 9.7 **Owner No. 2/Developer's Obligations:** Subject to the Buyer making payment of the Total Price and the Extras in the manner stipulated in this Agreement, the Owner No. 2/Developer hereby agrees.
- 9.7.1 **Construction of Said Flat:** to construct, finish and make the Said Flat habitable and the Parking Space, if any, usable. The Owner No. 2/Developer hereby agrees:
- 9.7.2 **Construction According to Specifications:** to construct, finish and make the Said Flat habitable and the Parking Space, if any, usable, in accordance with the Sanctioned Plan and Specifications, reasonable variations accepted.
- 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 Buyer provided the Buyer tenders in time all amounts required for the same as mentioned in Clause 8.4.2 (b) above.

9.9 **Facility Manager:** The Owner No. 2/Developer shall arrange for maintenance and management of specified services with regard to the Common Portions of the Said Complex either itself or through 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 Common Expenses/Maintenance Charges, (3) subject to Clause 8.4.2 (e) above, the Buyer shall be bound to pay the Common Expenses/Maintenance Charges to the Facility Manager, (4) the Facility Manager shall render account of the common expenses/maintenance charges to the Owner No. 2/Developer and/or the association, (5) the ownership of the Common Portions (subject to the terms of this Agreement) shall vest in all the co-owners of the Said Building through the Association and the Facility Manager shall merely be the service provider for rendition of specified services with regard to the Common Portions and (6) the Facility Manager may be replaced by the consent of 80% (eighty percent) or more of the co-owners of the Said Building.

10. **Buyer's Covenants and Seller's Covenants:**

10.1 **Buyer's Covenants:** The Buyer covenants with the Seller [which expression includes the Association in all clauses of Clause 10 and its Sub Clauses except Sub Clause Nos. 10.1.7, 10.1.10 (l) and 10.2] and admits and accepts that :

10.1.1 **Buyer Aware of and Satisfied with Common Portions and Specifications :**

The Buyer, upon full satisfaction and with complete knowledge of the Common Portions, Specifications and all other ancillary matters, is entering into this Agreement. The Buyer has examined and is acquainted with the Said Building to the extent already constructed and has agreed that the Buyer shall neither have nor shall claim any right over any portion of the Said Building **save and except** the Said Flat And Appurtenances.

10.1.2 **Buyer to Mutate and Pay Rates & Taxes:** The Buyer shall (1) pay the Rates & Taxes (proportionately for the Said Building and wholly for the Said Flat And Appurtenances, from the Date Of Possession and until the Said Flat And Appurtenances is separately assessed in the name of the Buyer) and (2) have mutation of the Said Flat And Appurtenances completed at the earliest. If the Buyer delays in paying the Rates & Taxes, the Buyer shall pay compound interest @ 2% (two percent) per month or part thereof, compoundable monthly, from the date of default till the date of payment.

10.1.3 **Buyer to Pay for Common Expenses/Maintenance Charges:** Subject to the provisions of Clause 8.4.2 (e) above, the Buyer shall pay the Common Expenses/Maintenance Charges on the basis of the bills to be raised by the Facility Manager, such bills conclusive proof of the liability of the Buyer in respect

thereof. The Buyer further admits and accepts that the Buyer shall not claim any deduction or abatement in the bills relating to Common Expenses/Maintenance Charges.

- 10.1.4 **Buyer to Pay Interest for Delay and/or Default:** In the event the Buyer delays or defaults in paying any bill raised by the Facility Manager beyond 15 (fifteen) days of presentation thereof, the Buyer shall pay compound interest @ **1% (one percent)]** per month or part thereof, compoundable monthly, from the date of default till the date of payment, to the Facility Manager. The Buyer 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 Buyer and the Buyer shall be disallowed from using the Common Portions.
- 10.1.5 **Owner No. 2/Developer's Charge/Lien:** The Owner No. 2/Developer shall have first charge and/or lien over the Said Flat And Appurtenances for all amounts due and payable by the Buyer to the Owner No. 2/Developer **provided however** if the Said Flat And Appurtenances is purchased with assistance of a financial institution, then such charge/lien of the Owner No. 2/Developer shall stand extinguished on the financial institution clearing all dues of the Owner No. 2/Developer.
- 10.1.6. **Sign Boards** It is expressly agreed by and between the parties that the Owner No. 2/Developer shall be entitled to install glow and/or neon and/or ordinary sign board/s, of the size and shape it shall, in its sole and absolute discretion, think fit and proper, at any place on the façade and/or exterior of the building and/or at the roof of the building. The Owner No. 2/Developer shall have right of access through the common areas, stair case and roof of the building for the installation of the aforesaid Sign Board/s and for laying/drawing electric connection thereat and for the purpose thereof apply for and obtain a separate electric meter in its name and pay all cost charges and expenses therefore, including, the monthly Electric/Power consumption bills.
- 10.1.7 **Buyer to Participate in Formation of Association:** The Buyer admits and accepts that the Buyer and other buyers of Units in the Said Building shall form the Association and the Buyer shall become a member thereof. The Buyer shall bear and pay the proportionate costs of formation and the expenses of the Association and shall pay for, acquire and hold membership with voting rights and in this regard the Buyer shall sign, execute and deliver necessary applications and all other papers, declarations and documents as may be required. Upon formation of the Association, the residue then remaining of the Advance Common Expenses/Maintenance Charges and the Common Expenses/Maintenance Deposit paid by the Buyer (after adjustment of all amounts then remaining due and payable) shall be transferred by the Owner No. 2/Developer to the Association. The deposits shall thereafter be held by the Association in the account of the Buyer. Notwithstanding formation of the Association, the Facility

Manager shall look after the maintenance of the Common Portions of the Said Building and the Said Premises.

10.1.8 **Obligation of Buyer:** On and from the Date Of Possession, the Buyer shall:

- (a) **Co-operate in Management and Maintenance:** co-operate in the management and maintenance of the Said Building and the Said Premises by the Facility Manager.
- (b) **Observing Rules:** observe the rules framed from time to time by the Association for the beneficial common enjoyment of the Said Building and the Said Premises.
- (c) **Paying Electricity Charges:** pay for electricity and other utilities consumed in or relating to the Said Flat And Appurtenances.
- (d) **Meter and Cabling:** be obliged to draw the electric lines/wires, television/DTH cables, broadband data cables and telephone cables to the Said Flat only through the ducts and pipes provided therefore, ensuring that no inconvenience is caused to the Seller or to the other co-owners of the Said Block/Said Complex. The main electric meter shall be installed only at the common meter space in the Said Complex. The Buyer 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, the Said Premises and outside walls of the Said Building save in the manner indicated by the Owner No. 2/Developer or the Association (upon formation).
- (e) **Residential Use:** use the Said Flat for residential purpose only. Under no circumstances shall the Buyer use or allow the Said Flat to be used for commercial, industrial or other non-residential purposes. The Buyer shall also not use the Said Flat as a religious establishment, guest house, serviced apartment, mess, hotel, restaurant, nursing home, club, school or other public gathering place.
- (f) **No Alteration:** not alter, modify or in any manner change the (1) elevation and exterior colour scheme of the Said Building and (2) design and/or the colour scheme of the windows, grills and the main door of the Said Flat, without the permission in writing of the Owner No. 2/Developer or the Association (upon formation). In the event the Buyer makes the said alterations/changes, the Buyer shall compensate the Owner No. 2/Developer /Association (as the case may be) as estimated by the Owner No. 2/Developer /Association.
- (g) **No Structural Alteration:** not alter, modify or in any manner change the structure or any civil construction in the Said Flat And Appurtenances or the Common Portions of the Said Building.
- (h) **No Sub-Division:** not sub-divide the Said Flat And Appurtenances and the Common Portions, under any circumstances.
- (i) **No Changing Name:** not change/alter/modify the names of the Said Building from those mentioned in this Agreement.

- (j) **No Nuisance and Disturbance:** not use the Said Flat 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 occupants.
- (k) **No Storage in Common Portions:** not store or cause to be stored and not place or cause to be placed any goods, articles or things in the Common Portions.
- (l) **No Obstruction to Facility Manager/Association:** not obstruct the Facility Manger/Association (upon formation) in their acts relating to the Common Portions.
- (m) **No Obstruction to Common Portions:** 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.
- (n) **No Violating Rules:** not violate any of the rules and/or regulations laid down by the Association for use of the Common Portions.
- (o) **No Throwing Refuse:** not throw or accumulate or cause to be thrown or accumulated any dust, rubbish or other refused in the Common Portions **save** at the places indicated therefor.
- (p) **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.
- (q) **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.
- (r) **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 Flat/Said Building **save** at the place or places provided therefore **provided that** this shall not prevent the Buyer from displaying a standardized name plate outside the main door of the Said Flat.
- (s) **No Floor Damage:** not keep any heavy articles or things, which are likely to damage the floors or operate any machine **save** usual home appliances.
- (t) **No Installing Generator:** not install or operate any generator in the Said Flat and the Parking Space, if any.
- (u) **No Use of Machinery:** not install or operate any machinery or equipment except household appliances.
- (v) **No Misuse of Water:** not misuse or permit to be misused the water supply to the Said Flat.
- (w) **Damages to Common Portions:** not damage the Common Portions in any manner and if such damage is caused by the Buyer and/or family members, invitees or servants of the Buyer, the Buyer shall compensate for the same.

10.2 **Seller's Covenants:** The Seller covenants with the Buyer and admits and accepts that :

10.2.1 **Completion of Transfer:** The transfer of the Said Flat And Appurtenances shall be completed by the Seller by executing conveyance in favour of the Buyer.

10.2.2 **No Creation of Encumbrances:** The Seller shall not create any charge, mortgage or lien and/or shall not sell, transfer, convey and/or enter into any agreement with any person other than the Buyer in respect of the Said Flat And Appurtenances, subject to the Buyer fulfilling all terms, conditions and obligations of this Agreement.

10.2.3 **Documentation for Loan:** The Seller shall provide to the Buyer all available documents so that the Buyer may get loan from Banks and Financial Institutions.

11. Termination and its Effect:

11.1 **Breach/Cancellation by Buyer:** In the event the Buyer (1) fails to make timely payment of the Total Price and the Extras, or (2) fails to perform the obligations on the part of the Buyer to be performed in terms of this Agreement, or (3) neglects to perform any of the Buyer's Covenants, or (4) otherwise cancels, rescinds, terminates or determines this Agreement on any ground whatsoever except breach of Seller's Covenants, this Agreement shall, at the option of the Owner No. 2/Developer, stand cancelled and/or rescinded, upon which the Owner No. 2/Developer shall within 6 (six) months from the date of cancellation refund to the Buyer all payments received till that date, without any interest, after deducting (2%) of the Total Price as liquidated damages. Payments made by the Buyer for up-gradation shall be non-refundable. In the event the Owner No. 2/Developer condones the delay of any payment due under this Agreement, the Buyer shall be liable to pay simple interest @ 12% (twelve 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 of condonation is exclusively vested in the Owner No. 2/Developer and the Owner No. 2/Developer shall have absolute liberty to cancel or not to cancel and the Buyer shall not be entitled to claim condonation as a matter of right.

11.2 **Breach by Seller:** Without prejudice to the provisions of Clause 9.5 above, in the event the Owner No. 2/Developer fails and/or neglects to deliver possession of the Said Flat And Appurtenances within the Extended Period, this Agreement shall, at the option of the Buyer, stand cancelled and/or rescinded, upon which the Owner No. 2/Developer shall refund to the Buyer all payments received till that date, with interest calculated @ 12% (twelve percent) per annum. If the Buyer opts not to cancel this Agreement, then no interest shall be payable by the Owner No. 2/Developer.

11.3 **Effect:** Upon termination of this Agreement due to any of the circumstances mentioned in Clauses 11.1 and 11.2 above, the Buyer shall not be entitled to claim any right, title, interest or charge (either equitable or otherwise) over and in respect of the Said Flat And Appurtenances and/or the Said Building or any part or portion thereof, in any manner whatsoever. The effect of such termination shall be binding and conclusive on the Parties.

12. Taxes:

12.1 **Obligation Regarding Taxes:** In the event of the Owner No. 2/Developer being made liable for payment of any tax (excepting Income Tax), duty, levy or any other liability under any statute or law for the time being in force or enforced in future such as Works Contract Tax, Valued Added Tax, G.S.T. and/or any other tax and imposition levied by the State Government, Central Government or any other authority shall be paid by the Buyer on demand from the Owner No. 2/Developer.

13. Defects:

13.1 **Decision of Architect Final:** If any work in the Said Flat And Appurtenances is claimed to be defective by the Buyer, the matter shall be referred to the Architect and the decision of the Architect shall be final and binding on the Parties. This will however not entitle the Buyer to refuse to take possession of the Said Flat and if the Buyer does so, the provisions regarding deemed possession as contained in Clause 9.6.2 above shall apply and all consequences thereto shall follow.

14. Force Majeure:

14.1 **Circumstances Of Force Majeure:** The Owner No. 2/Developer shall not be held responsible for any consequences or liabilities if the Owner No. 2/Developer is prevented from 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) strike by material suppliers, transporters, 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 in legislation or enactment of new law, restrictive Governmental laws or regulations (collectively **Circumstances Of Force Majeure**).

14.2 **No Default:** The Owner No. 2/Developer shall not be deemed to have defaulted in the performance of the Owner No. 2/Developer's contractual obligations whilst the performance thereof is prevented by Circumstances Of Force Majeure and the time limits down in this Agreement for the performance of obligations shall be

extended accordingly upon occurrence of any event constituting Circumstances Of Force Majeure.

15. Miscellaneous:

- 15.1 **Indian Law:** This Agreement shall be subject to Indian Laws.
- 15.2 **One Transaction:** This Agreement relates to the transaction recorded and contemplated herein and no other transaction.
- 15.3 **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.
- 15.4 **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 effected thereby and each provisions 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 sue 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.
- 15.5 **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.
- 15.6 **Right of Possession:** The right of possession of the Buyer in respect of the Said Flat And Appurtenances shall arise only upon the Buyer fulfilling all obligations as are contained in this Agreement.
- 15.7 **Nomination by Buyer with Consent:** The Buyer admits and accepts that before the execution and registration of conveyance deed of the Said Flat And Appurtenances, the Buyer will be entitled to nominate, assign and/or transfer the Buyer's right, title, interest and obligations under this Agreement **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) The Buyer shall make payment of all dues of the Owner No. 2/Developer in terms of this Agreement up to the time of nomination.
 - (b) The Buyer shall obtain prior permission of the Owner No. 2/Developer and the Buyer and the nominee shall be bound to enter into a tripartite agreement with the Owner No. 2/Developer.
 - (c) The Buyer shall pay a sum calculated @ 2% on the Agreement value plus applicable G.S.T. as and by way of nomination fees to the Owner No. 2/Developer.

- 15.8 **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 does not include or supersede any document contemporaneously entered into between the Parties.
- 15.9 **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 Buyer and another by the Owner No. 2/Developer.
- 15.10 **Amendments/Modifications:** No amendments or modifications 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.
- 15.11 **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.
- 15.12 **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.
- 15.13 **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.
- 16. Dispute Resolution:**
- 16.1 **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 (collectively Disputes) shall be referred to the sole arbitration of Mr. Subir Kumar Dutta, Advocate of Premises No. 18, Moore Avenue, Kolkata-700040 (Sole Arbitrator) and finally resolved through arbitration under the Arbitration and Conciliation Act, 1996, with modifications made from time to time. In this regard, the Parties irrevocably agree that (1) the place of arbitration shall be at Kolkata, (2) the language of the arbitration shall be English, (3) the Sole Arbitrator 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 and (4) the interim/final Award of the Sole Arbitrator shall be binding on the Parties.

17. Jurisdiction:

17.1 In connection with the aforesaid arbitration proceeding, only the Judges Court Alipore Kolkata shall have exclusive jurisdiction to entertain any try all actions and proceedings.

18. Rules of interpretation:

18.1 **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.

18.2 **Headings:** The headings in this Agreement are inserted for convenience only and shall be ignored in constructing the provisions of this Agreement.

18.3 **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.

18.4 **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 part of speech or grammatical forms of that word or phrase shall have corresponding meaning.

18.5 **Documents:** A reference to a document includes an amendment or supplement or replacement or novation of that document.

18.6 **Successors:** A reference to a Party includes that Party's successors and permitted assigns.

18.7 **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**Part-I****(Said Premises)**

ALL THAT Land admeasuring 06 Cottahs 00 chittack and 17 square feet with structures erected thereon, lying at and being Municipal Premises No. 28B, Mahim Halder Street, Police Station Kalighat, Kolkata-700026, within Ward No. 083 of the Kolkata Municipal Corporation, Sub-Registration District South 24 Parganas and butted and bounded as follows:

On the North	:	By Premises No. 27C, Mahim Halder Street;
On the East	:	By Premises No. 1/12A & 1/12B, Mahim Halder Street;
On the South	:	By KMC Road namely Mahim Halder Street;
On the West	:	By Premises No. 28A, Mahim Halder Street.

Part-II
(Devolution Of Title)

WHEREAS at all material point of times and for all intents and purposes one Smt. Haridasi Devi, since deceased, was absolutely seized and possessed of or otherwise well and sufficiently entitled to ALL THAT piece and parcel of the land along with building standing thereon lying and situated at Municipal Premises No. 28B, Mahim Halder Street, Police Station Kalighat, Kolkata-700 026 , within Ward No.083 of the Kolkata Municipal Corporation, Sub-Registration District South 24 Parganas

AND WHEREAS said Hari Dasi Devi died intestate leaving behind a WILL on 8th day of November, 1921 in favour of her two sons Sri Purna Chandra Mukhopadhyay and Sri Prafulla Kumar Mukhopadhyay alias Batakrisna Mukherjee who applied for obtaining probate of the said WILL executed by deceased testator before District Judge at Alipore, 24 Parganas and the Court of Ld. District Judge at Alipore in Act 39 Case No. 141 of 1914 duly granted Probate and by virtue of the said probate aforesaid all estate of deceased testator devolved upon them.

AND WHEREAS while seized and possessed of the aforesaid property the said Prafulla Kumar Mukherjee alias Bata Kishna Mukherjee died intestate on 18th August, 1948 leaving behind his three sons namely Sri Sunil Kumar Mukhejee, Sushil Kumar Mukherjee and Subodh Chandra Mukherjee who jointly inherited the aforesaid property as 1/3rd equal share and subsequently the said Subodh Chandra Mukherjee died intestate on 23rd day of May, 1962 as Bachelor leaving behind his two brothers Sri Sunil Kumar Mukherjee and Sushil Kumar Mukherjee as his legal heirs, successors and nominees.

AND WHEREAS while jointly seized and possessed of the aforesaid property the said Sri Sunil Kumar Mukherjee and Sushil Kumar Mukherjee jointly executed a Deed of Partition on 20.01.1989 which was registered in the office of the D.S.R. Alipore and recorded in Book No. I, Volume No. 15, pages from 85 to 94, Being No. 653 for the year 1989.

AND WHEREAS by virtue of the aforesaid Deed of Partition the said Sri Sunil Kumar Mukherjee and Sushil Kumar Mukherjee got all that piece and parcel of the land measuring an area of 2 Cottahs 9 Chittaks 34 S.qft. lying and situated at Municipal Premises No. 28C and undivided ½ share of Municipal Premises No. 28/1, Mahim Halder Street, Police Station Kalighat, Kolkata-700 026 , and thereafter the said Sri Sunil Kumar Mukherjee gifted the aforesaid property unto and in favour of Sri Susanta Mukherjee through a registered Deed of Gift which was registered on 16/12/1989 and registered in the office of the D.R.O. Alipore and recorded in Book No. I, Being No. 16301 for the year 1989.

AND WHEREAS by virtue of the aforesaid Deed of Partition the said Sunil Kumar Mukherjee became the owner of a plot of land measuring an area of 01 Cottah 13 Chittaks and 27 Sq.ft.

AND WHEREAS by virtue of a registered conveyance being dated 26/11/2010 registered in the office of the A.D.S.R. Alipore and recorded in Book No I, CD Volume No. 42, pages from 1273 to 1287, Being No. 09844 for the year 2010 wherein the said Sri Sunil Kumar Mukherjee sold, transferred, conveyed, transferred, assigned and assured unto and in favour of M/s. Everlike Suppliers Private Limited ALL THAT piece and parcel of land 01 Cottah 13 Chitaks 27 Sq.ft. at Municipal Premises No. 28B, Mahim Halder Street, Police Station Kalighat, Kolkata-700 026.

AND WHEREAS while seized and possessed of the property as co-owners (1) Sri Anil Kumar Mukhopadhyaya, (2) Sri Deb Kumar Mukhopadhyaya, (3) Sri Amiya Kumar Mukhopadhyaya and (4) Sri Ashim Kumar Mukhopadhyaya jointly executed a Deed of Partition which was registered in the office of the S.R.O. Alipore and recorded in Book No. I, Volume No. 47, pages from 58 to 75, Being No. 2245 for the year 1953.

AND WHEREAS by virtue of the aforesaid Deed of Partition the said Sri Amiya Kumar Mukhopadhyaya got a piece and parcel of the land measuring an area of 1 Cottah 5 Chittaks 33 Sq.ft. at Municipal Premises No. 28A, Mahim Halder Street, Police Station Kalighat, Kolkata-700 026 and subsequently he sold out the aforesaid property unto and in favour of one Smt. Nirode Sundari Shaha alias Saha by a registered conveyance registered in the office of the S.R.O. Alipore and recorded in Book No. I, Volume No. 136, pages from 11 to 16, Being No. 7994 for the year 1956 and the said property renumbered as Municipal Premises No. 28D, Mahim Halder Street, Police Station Kalighat, Kolkata-700 026.

AND WHEREAS while seized and possessed of the aforesaid property the said Smt. Nirode Sundari Shaha alias Saha died intestate on 30.06.1981 leaving behind her four sons namely Sri Bipad Ranjan Saha, Sri Shambhu Nath Saha, Sri Tarak Nath Saha, Sri Gopal Chandra Saha and three daughters namely Smt. Susama Ghosh, Smt. Narayani Saha, Smt. Rama Roy as her only legal heirs, successors and nominees who jointly inherited the aforesaid property as 1/7th equal share and subsequently one of the co-owner Sri Gopal Chandra Saha died intestate on 28.03.1998 leaving behind his widow Smt. Biva Saha and one son Sri Rajat Saha and only daughter Smt. Tapashi Saha as his only legal heirs, successors and nominees.

AND WHEREAS by virtue of a registered conveyance being dated 30.06.2011 registered in the office of the A.D.S.R. Alipore and recorded in Book No. I, CD Volume No. 21, pages from 366 to 387, Being No. 04796 for the year 2011 wherein (1) Smt. Biva Saha, (2) Sri Rajat Saha and (3) Smt. Tapashi Saha alias Tapasi Saha, jointly sold, conveyed, transferred, assigned and assured unto and in favour of M/s. Everlike Suppliers Private Limited with the confirmation of M/s. Sagar Chemical Works in respect of all that piece and parcel of undivided 1/7th share and interest of the land measuring an area of 1 Cottah

5 Chittaks 33 Sq.ft. at Municipal Premises No. 28D, Mahim Halder Street, Police Station Kalighat, Kolkata-700 026.

AND WHEREAS while seized and possessed of the undivided 1/7th share and interest of the aforesaid property being co-owner the said Smt. Rama Roy died intestate on 10.03.1993 leaving behind her only son Sri Debasish Roy and only daughter Smt. Sandhya Roy as her only legal heirs, successors and nominees.

AND WHEREAS by virtue of a registered conveyance being dated 29.11.2011 registered in the office of the A.D.S.R. Alipore and recorded in Book No. I, CD Volume No. 37, pages from 4527 to 4545, Being No. 08643 for the year 2011 wherein (1) Sri Bipad Ranjan Saha, (2) Sri Shambhu Nath Saha, (3) Smt. Susama Ghosh, (4) Smt. Narayani Saha, (5) Sri Debasish Roy, (6) Smt. Sandhya Roy, jointly sold, conveyed, transferred, assigned and assured unto and in favour of M/s. Everlike Suppliers Private Limited in respect of undivided 1/7th share and interest of the aforesaid property at Municipal Premises No. 28D, Mahim Halder Street, Police Station - Kalighat, Kolkata-700 026.

AND WHEREAS by virtue of a registered conveyance being dated 01.12.2011 registered in the office of the A.D.S.R. Alipore and recorded in Book No I, CD Volume No. 38, pages from 717 to 732, Being No. 08696 for the year 2011 wherein Sri Tarak Nath Saha sold, conveyed, transferred, assigned and assured unto and in favour of M/s. Everlike Suppliers Private Limited in respect of all that piece and parcel of undivided 1/7th share and interest of the land measuring an area of 1 Cottah 5 Chittaks 33 Sq.ft. at Municipal Premises No. 28D, Mahim Halder Street, Police Station - Kalighat, Kolkata-700 026.

AND WHEREAS the said Susanta Mukhejee being interested to develop his share of the aforesaid property i.e. ALL THAT piece and parcel of land measuring 2 Cotahs 9 Chittaks and 34 Sqa.ft. more or less with structure as standing thereon as Premises No. 28C, Mahim Halder Street, Police Station - Kalighat, Kolkata-700 026 and undivided ½ (Half) share of Premises no. 28/1, Mahim Halder Street, Police Station - Kalighat, Kolkata-700 026 within K.M.C. Ward No. 083, approached the Owner No. 2/Developer herein for the same and accordingly the said Developer agreed to develop the said property after Amalgamating the same with it's adjoining properties owned by the Owner No.2/Developer herein .Both the said Owner No. 1 herein and the Owner No.2/Developer herein executed a Development Agreement dated 9th February, 2015, registered before the A.D.S.R. Alipore and recorded in Book No. I, CD Volume No. 5, Pages from 198 to 231, Being No. 00953, for the year 2015 incorporating details terms and conditions as mutually agreed upon.

AND WHEREAS the said Owner No. 1 herein as per terms of the said Development Agreement also executed registered General Power of Attorney on 9/2/2015, registered before the A.D.S.R. Alipore and recorded in Book No. I, CD Volume No. 5, Pages from 232 to 244, Being No. 00954, for the year 2015 whereby and whereunder the said Owner No. 1 herein appointed the Owner No. 2/Developer herein as his Attorney to develop his property after amalgamating the same with it's adjoining properties as per the Plan to

be sanctioned by the Kolkata municipal Corporation with such other terms and conditions stated thereunder.

AND WHEREAS both the Owner No. 1 and Owner No.2/Developer herein for better living and enjoyment and for better financial prospects decided for amalgamation of all the said Municipal Premises No. 28A, 28B, 28C, 28D and 28/1, Mahim Halder Street, Police Station - Kalighat, Kolkata-700 026 into a single premises and accordingly executed necessary deeds and documents stated hereunder.

AND WHEREAS by virtue of a registered Deed of Gift being dated 22.04.2015 registered in the office of the A.D.S.R Alipore and recorded in Book No. I, CD Volume No. 14, Pages 28 to 44, Being No. 02904 for the year 2015 wherein one Susanta Mukherjee gifted unto and in favour of M/s. Everlike suppliers Private Limited in respect of undivided 4 Chittaks land at Municipal Premises No. 28C, Mahim Halder Street, Police Station Kalighat, Kolkata-700 026.

AND WHEREAS by virtue of a registered Deed of Gift being dated 22.04.2015 registered in the office of the A.D.S.R. Alipore and recorded in Book No. I, CD Volume No. 14, pages 1 to 18, Being No.02903 for the year 2015 wherein M/s. Everlike Suppliers Private Limited gifted unto and in favour of one Susanta Mukherjee in respect of undivided 4 Chittaks of land at Municipal Premises Nos. 28D and 28B, Mahim Halder Street, Police Station- Kalighat, Kolkata-700 026

AND WHEREAS thus the present Owners namely Everlike Suppliers Pvt. Ltd. and Susanta Mukherjee became the absolute joint owners of the schedule below property by amalgamating and mutating their joint names in the record of the Kolkata Municipal Corporation and paying the rates and taxes regularly to the Authority concerned.

AND WHEREAS the said Owner No. 2 / Developer herein subsequently applied for and obtained the sanction of Building Plan from the Kolkata municipal Corporation, vide B.P. No. 2016080079, dated 27/01/2017 .

AND WHEREAS subsequently thereafter the said Owner No. 2 /Developer herein demolished the existing buildings and commenced construction of the new proposed building in and upon the 1st schedule property stated herein above as per the sanctioned building plan obtained from Kolkata Municipal Corporation.

2nd Schedule

Part-I

(Said Flat)

ALL THAT a piece and parcel of : Residential Flat No. _ on the __ floor, Chargeable area **1458 Square feet**, corresponding to built-up area approximately ___ **square feet**, comprised in the Said Building named **ASTER ALPHINUS**, at Municipal Premises No. 28B, Mahim Halder Street, Kolkata- 700026 Police Station Kalighat, within KMC Ward No. 083, West Bengal

Part-II

(Parking Space)

Ownership of **one East/ West /North / South side** covered car parking space measuring 120 sq.ft. approx. in the ground floor to be identified and demarcated and allotted by the Owner No. 2/Developer.

Part-III

(Said Flat And Appurtenances)

[Subject Matter of Sale]

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

The Parking Space, being the Parking Space described in **Part-II** of the **2nd Schedule** above.

The Land and Soil Share, being undivided, impartible, proportionate and variable share and/or interest in the land comprised in the Said Premises described in **Part-I** of the **1st Schedule** above, as is attributable to the Said Flat and Parking space .

The share in all Common Parts Portions, being undivided, impartible, proportionate and variable share and/or interest in the Common Portions described in the **3rd Schedule** below, as is attributable to the Said Flat and Car Parking space .

3rd Schedule

(Common Portions)

Common Portions as are common between the co-owners of the Said Building.

- Lobbies, Corridors ,staircases and landings of the Said building.
- Stair head room and electric meter and meter room space of the Said building.
- Lift ,Lift machine room, chute and lift well of the Said building.
- Ultimate/top roof above the top floor of the Said building.

- Pump, Pump room, Overhead water tank, water pipes and lines and sewerage system and fittings pipes of the Said building (save those inside any Unit or attributable thereto).
- Drains, Drainage System sewerage pits and pipes fittings within the Said building (save those inside any Unit or attributable thereto).
- Electrical Installations including wiring and accessories (save those inside any Unit or attributable thereto) for receiving electricity from Electricity Supply Agency to all the Units in the Said building and Common Portions within or attributable to the Said Building.
- Lift and lift machinery of the Said building.
- Other areas and/or installations and/or equipments as are provided in the Said building for common use and enjoyment.
- Open and/or covered paths and passages inside the Said building.
- Boundary wall around the periphery of the Said building and gates for ingress and egress to and from the Said building
- Open Space .surrounding of the Premises.

4th Schedule

(Common Expenses/Maintenance Charges)

1. **Association:** Establishment and all other capital and operational expenses of the Association.
2. **Common Utilities:** All charges and deposits for supply, operation and maintenance of common utilities.
3. **Electricity:** All charges for the electricity consumed for the operation of the common machinery and equipment.
4. **Litigation:** All litigation expenses incurred for common purposes and relating to common use and enjoyment of the Common Portions.
5. **Maintenance:** All costs for maintaining, operating, replacing, white-washing, painting, decorating, re-decorating, re-building, re-constructing, lighting and renovating the Common Portions at the Said Building, including the exterior or interior (but not inside any Unit) walls of the Building.
6. **Operational:** All expenses for running and operating all machinery,
7. **Equipments and installations** comprised in the Common Portions at the Said Building, including lift, pumps 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 at the Said Building.
8. **Rates and Taxes:** Municipal Tax, surcharge, Multistoried Building Tax, Water Tax and other levies in respect of the Said Building save those separately assessed on the Buyer.
9. **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.

**5th Schedule
(Specifications)**

Brick Work: Internal Wall: 5 inches/3 inches thick with cement mortar (1:4) using first class brick.

Plaster: Wall Plaster outside surface 18mm thick (1:6 cement mortar), inside plaster 12mm thick (1:6 cement mortar), Ceiling Plaster 6mm thick (1:4 cement mortar).

Proper chipping will be made before wall and ceiling plastering.

Floor: Bedroom: Vitrified tiles

Living & Dining: Vitrified tiles

Floor of Toilets

And Kitchen: Anti skid Ceramic tiles.

Toilet Walls: Ceramic tiles up to 6ft height.

Door: Flushed door.

Window: Aluminum windows with glass panes.

Sanitary Fittings

In Toilets: The following will be provided:

- a) White sanitary ware of reputed brand.
- b) Chrome plated fittings of reputed brand.
- c) Hot and cold water lines.

Kitchen: Counter table with granite top and stainless steel sink. Ceramic tiles dado of 2 feet above the counter.

Electrical Points

And Fittings: Concealed copper wiring of ISI brand and switches of reputed brand.

Bed Rooms- 2 light points, 1 fan point, 2 - 5 amp plug, 1 AC point.

Living-cum-dining- 3 light points, 2 fan points, TV point, 1 - 5 amp plug and 1 - 15 amp plug points

Kitchen - 2 light, aqua guard, refrigerator, exhaust fan and 15 amp power point.

Toilet - 1 light, 1 Exhaust fan and Geyser point.

Calling bell point for each Flat at main door of the Flat will be provided.

Painting And

Finishing: Outside face of external walls - High quality Paint.

Internal face of the walls - Good quality plaster of paris.

Lift: Lift of reputed make

6th Schedule

PART – I

(CONSIDERATION)

Towards cost of undivided proportionate share of
Land attributable to the said Flat No. ... ,
and one covered Car Parking Space and

Towards cost of construction of the covered space
Comprised in the said flat No. ... ,
and one covered Car Parking Space
and proportionate cost of construction and
installation of the common areas and facilities
Excluding G. S. T.

TOTAL Rs.

(Rupees Lacs) only.

NOTE: G. S. T. and/or any other taxes as be applicable from time to time shall be borne, paid and discharged by the purchaser.

Part-II

(Payment Schedule)

- | | | | |
|-----|---|-----|----------|
| (a) | At the time of Agreement | 20% | Rs. |
| (b) | On completion of Foundation | 10% | Rs. . |
| (c) | On completion of Ground Floor roof | 10% | Rs. |
| (d) | On completion of First Floor roof | 10% | Rs. . |
| (e) | On completion of Second Floor roof | 10% | Rs. |
| (f) | On completion of Third Floor roof | 10% | Rs. . |
| (g) | On completion of Fourth Floor roof | 10% | Rs. |
| (h) | On completion of Flooring | 15% | Rs. |
| (i) | On possession and/or Registration
whichever is earlier | 5% | Rs. |

Rs.

(Rupees Lacs) only

20. Execution and Delivery:

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

SIGNED SEALED AND DELIVERED

at Kolkata in the presence of:

Witnesses:

(OWNER NO. 1)

(OWNER NO. 2/DEVELOPER)

(BUYER)

RECEIVED of and from the withinnamed Buyer the withinmentioned sum of Rs. _____/- (Rupees _____ lacs) only as part payment out of the total consideration amount to be paid in terms of this agreement as per memo written herein below:

MEMO OF CONSIDERATION:

Bank	CH./D.D./P.O. NO.	Date	Amount
Total			

(Rupees _____ only)

SIGNATURE OF THE WITNESS

1.

OWNER NO. 2/ DEVELOPER

2.