

AGREEMENT FOR SALE OF FLAT AT

TRIPURESWARI HEIGHTS

FOR

FLAT NO.- ...

WITH

Name of Purchaser

AGREEMENT FOR SALE OF FLAT AT TRIPURESWARI HEIGHTS

THIS MEMORANDUM OF AGREEMENT is made on this **2020.**

BETWEEN

1. SRI MRINMAY DAS (PAN NO. BFWPD3673L), son of Tarun Kumar Das of Madhya Jhorehat, P.O: Jhorehat, P.S: Sankrail, District: howrah Pin: 711302, Proprietor of **TARUNODAY CONSTRUCTIONS**, having its registered office at Madhya Jhorehat , P.O: Jhorehat, P.S: Sankrail, District: howrah Pin: 711302, hereinafter collectively referred to as the "**OWNER/DEVELOPER**" (which terms or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their respective heirs executors, successors, legal representatives and/or nominees) of the **FIRST PART.**

A N D

NAME OF THE PURCHASER S/O _____, PAN – XXXXXXXXXX, AADHAAR NO. XXXXXXXXXXXXX of ADDRESS OF PURCHASER – XXXXXXXXXXXXX XXXXXXXXXXXX XXXXXXXXXXXX XXXXXXXXXXXXX by occupation- Service, religion-Hindu (which expression shall unless excluded by or repugnant to the context be deemed to mean and include their heirs, executors, administrators, representatives and/or assign) hereinafter referred to as the **PURCHASER** of the **SECOND PART.**

TARUNODAY CONSTRUCTIONS, a proprietorship firm, having its registered office at Madhya Jhorehat, P.O. Jhorehat, P.S. Sankrail, District: Howrah Pin: 711302., being represented by its proprietor **SRI MRINMAY DAS (PAN NO. BFWPD3673L)**, son of Tarun Kumar Das of Madhya Jhorehat , P.O: Jhorehat, P.S: Sankrail, District: howrah Pin: 711302., (which terms or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their respective heirs executors, successors, legal representatives and/or nominees) of the **THIRD PARTS.**

WHEREAS all that piece and parcel bastu land admeasuring about total 8.5Sataks (decimals) lying and situate in Mouza Jhorehat, J.L. No.30, under R.S. Khatian No. 407, L.R. Kahtian No. corresponding to New L. R. Khatian No.4572, R.S. Dag No. 895 corresponding to L.R. Dag No. 972, within P.S. Sankrail, District – Howrah.

AND WHEREAS That aforesaid property originally belong to Monmatha Nath Pal, Narendra Nath Pal, Mihir Lal Pal and Sushil Ch Pal were the absolute owner and occupier of said land .

AND WHEREAS That said Monmatha Nath Pal, Narendra Nath Pal, Mihir Lal Pal and Sushil Ch Pal jointly sold, transferred and conveyed aforesaid property in favour of Bibhuti Bhushan Dey and Pashupati Dey by virtue of a registered deed of sale, registered before the District Sub Registry Office at Howrah on 6th May 1959 and recorded in Book No. 1, Volume No. 2, pages from 136 to 138 being No. 1484 for the year 1959.

AND WHEREAS That said Bhibhuti Bhushan Dey and Pashupati Dey became the absolute and occupier and they verbally divided their portion and properly muted their name in L.R. records.

AND WHEREAS That said Bhibhuti Bhushan Dey died leaving behind him one wife Malati Dey, two sons Dilip Dey and Gobinda Dey and one daughter TusiSantra, they are jointly inherited from their husband and father.

AND WHEREAS That said all legal heirs of said Bhibhuti Bhushan Dey transferred, sold and convey of 8.0 decimals of land in favour of Mrinmoy Das by virtue of a Deed of Sale and registered before the A.D.S.R. Ranihati and recorded in Book No. 1, C.D. Volume No. 13, pages from 3723 to 3740 being no. 04346 for the year 2013.

AND WHEREAS That Mrinmoy Das, present owners herein, became the absolute owner and occupier he properly muted his name as rayat in L.R. records under L.R. Khatian No. 4572.

AND WHEREAS That present owner also converted the land from Bagan to Bastu by Memo No. X/S-29/2730/1(4)/SANK/14.

AND WHEREAS the First Party while exercising his right of ownership and possession over the said land and recorded his name in the settlement authority and paid rates and taxes until date.

AND WHEREAS the owner is now desirous of constructing a multi-storied building on the land measuring about total 8.5 decimals in the said land as mentioned in First Schedule hereunder written.

AND WHEREAS now the owner desirous to construct multistoried residential complex of the said land accordingly appoint the developer firm to prepare a new

building plan by the architect at their own cost and expenses and shall submit the same before the appropriate authority for sanctioned in the name of the present owners. The developers fully satisfied with the title of the property and agreed to develop the schedule land which is fully described in the First Schedule.

AND WHEREAS the owner is now intent to develop the said land and has the necessary financial resources to undertake the construction of the multistoried building upon the land as mentioned in First Schedule hereunder written together with all that is necessary to appoint soil surveyor, architects and civil engineers to obtain ZillaParishad sanction for a plan of the new building, construct the building or buildings as the case may be. Vide memo no. 68/032/HZP/EP dated 12/06/2019.

AND WHEREAS for the purpose of sale and transfers of the proposed multistoried building comprises in various self-contained apartments units constructed portions and/or shop rooms to the intending purchasers the developer has formulated the following scheme:

- I. The owner after developing the said land by constructing multistoried building over the said land, will sell and transfer a particular unit/flat/constructed space in the said building to the intending purchasers to be held by such intending purchasers on ownership basis subject to the intending purchasers making payment of all the amount and observing all the terms and conditions to be agreed upon.
- II. The intending purchaser would make payment of a consideration amount for acquiring such unit/ flat/constructed portion as well as for acquiring the undivided proportionate share in the land attributable to such unit /flat/constructed portion intended to be owned by the intending purchaser (hereinafter called the consideration amount) to the developer and the right of such intending purchaser shall remain restricted to such unit only and shall have no right or claim over and in respect of the said new building.
- III. After payment of the consideration amount and all the other amounts payable by the intending purchase the owner shall execute the deed of conveyance in respect of the undivided proportionate share in the land attributable to such unit/flat/constructed space as the case may be and intended to be owned by the intending purchaser.
- IV. The said undivided share in the land comprised in the said premises shall always remain impartible and the right of the intending purchase the shall

remain restricted to the unit /flat intended to be held and/or owned by the intending purchaser on ownership basis and such intending purchaser shall not have any right, title, interest, claim, or demand, whatsoever or however and in respect of the other portions of the said building and/or open spaces.

- V. Each of the flat purchasers/intending purchasers shall have undivided proportionate right over the common parts and facilities in the said new building and the said premises as shall be determined by the builder/developer at the time of taking over possession of the units by the intending purchasers.
- VI. In as much as such units shall be deemed to have been constructed by the developer/builder for and on behalf of and on account of the intending purchasers, no deed of transfer or conveyance shall be required for the purpose of conveying the title in respect thereof subject however to the intending purchase making payment of the said consideration amount.
- VII. The independent purchasers shall not be entitled to nominate any person or persons in his/her/its place and stead without the consent of the builder /developer and upon such nomination with the consent of the builder/developer as aforesaid unit shall be deemed to have been constructed erected and completed by the builders/developer for and on behalf of and on account of such nominee without any further the act deed or thing.
- VIII. In the even the construction of the building and/or the unit having already commenced and any person intending to hold and possess any unit in the said building such intending purchaser shall reimburse the developer/builder for the cost of construction incurred till then and such construction shall be deemed to have been made by the developer/builder for on behalf of and on account of the intended purchaser.
- IX. The developer/builder at its own discretion shall be entitled to frame and/or modify such scheme as the developer/builder may think fit and proper.
- X. The developer/builder shall be entitled to frame the rules and regulations for maintenance of the building and/or for rendition of common service. The developers /builder shall determine the areas to be kept as common parts in the ground floor and also the areas to be provided in the ground floor.

AND WHEREAS the **PURCHASER** has now approached the **DEVELOPER** for acquiring all that the **Flat No. XXXX in XX floor** of the super built up area of **XXX SQ.FT (approx)** in the said new building (more fully and particularly described in the second

schedule hereunder written) together with the proportionate share in the common parts and facilities to be determined by the developer at the time of making over possession of the said unit and together with the proportionate share in the land comprised in the said premises and attributable to the said the unit (hereinafter collectively referred to as the **SAID UNIT**) for the consideration and on the terms and condition hereinafter appearing.

At or before the execution of this agreement the purchaser has fully satisfied himself/herself/itself and accepted:

- (a) The title of the owner in respect of the said premises.
- (b) Copy of the plan prepared by the developer.
- (c) Total area to comprise in the said unit intended to be acquired by the purchaser.
- (d) Terms and condition of the sale and other information and other conditions and after understanding the meaning and contents thereof.

NOW THIS AGREEMENT WITNESSETH and it is hereby agreed by and between the parties there to as follows:

ARTICLE I – DEFINITIONS

In these presents unless there is something in the subject or context inconsistent with:

- a) **The owners** mean **SRI MRINMAY DAS** son of Tarun Kumar Das of Madhya Jhorehat , P.O: Jhorehat, P.S: Sankrail, District: howrah Pin: 711302.
- b) **The builder** means **SRI MRINMAY DAS** son of Tarun Kumar Das of Madhya Jhorehat , P.O: Jhorehat, P.S: Sankrail, District: howrah Pin: 711302.
- c) **The said property** shall mean and include **ALL THAT Bagan** land later covered to **BASTU** along with all applicable rights privileges vertical and lateral easements, quasi easements appendages and appurtenances whatsoever and standing crops and trees hereditaments belonging to the said land, measuring **8.5 decimals** comprised in **R. S plot no 895 corresponding to L.R. plot no. 972** under **L.R. khatian no 4572**, situated at Mouza - Jhorehat ,, J.L No. 30, Police Station - Sankrail, Sub-Registration office - Ranihati , District Registry Office - Howrah, District - Howrah, recorded in Revisional Settlement operation in

District – Howrah, recorded in Revisional Settlement operation in District – Howrah more particularly described in the First schedule hereunder.

d) New Building shall mean the five (G+4) multi-storied building or buildings to be constructed on the said premises in accordance with the **sanction Building Plan dated-12/06/2019 of memo No. 68/032/HZP/EP**, Presently the said building has been sanctioned G+4 residential one from the office of Howrah ZillaParishad.

e) Common facilities and amenities shall mean and include in respect of the new multistoried building to be constructed such corridors, path ways, stair case, passages, drive ways, common lavatories, pumps, electrical and electrical machine tools, or any such facilities and amenities being required for establishment, location and enjoyment provisions and the like as the sanctioned plan may provide for or as may be agreed upon by and between the owners and the builders.

f) Unitshall mean the constructed area and/or spaces in the building or buildings intended to be built and/or constructed area capable of being occupied and enjoyed independently at the building or buildings to be constructed at the said premises.

g) Super built-up area shall mean the total constructed area which will include corridors, staircase, passageways, drive ways lift shafts, lift walls, water tanks, reservoirs, generator room, corridors, Manager/Caretaker's room, together with the width of the walls and such other areas used for accommodating common services to the New Building or buildings to be constructed at the said premises.

h) Architect shall mean ACRE ARCHITECTS and Structure Engineer FLXI ENGINEERING and/or such an Architect a firm of Architect who shall authenticate the Building Plan or supervise the building as per existing law prevailing in the State in accordance with law.

i) The Plan shall mean the plan or plans, elevations, designs, drawings and specifications of the New Buildings which is sanctioned by the Howrah ZillaParishad.

j) Saleable Area shall mean the space or spaces in the building or buildings, available for independent use and occupation after making due provisions for common facilities and the space required thereof.

k) Transfer with its grammatical variations shall include transfer by possession and by any other means adopted for affecting what is understood as a transfer for space in a multi-storied building to purchasers thereof although the same may not amount to a transfer in Law.

l) Transferee shall mean a person, persons firm, Limited Company, Association of persons to whom any space and/or unit in the building or buildings to be constructed at the said premises has been transferred.

m) Words importing singular shall include plural and vice versa.

n) Words importing masculine gender shall include feminine and neuter gender and vice versa.

ARTICLE II –CONSTRUCTION AND NOMINATION

1. For the purpose of construction and erection of the said Unit, the Purchaser hereby irrevocably appoints, authorizes and empowers the Developer for the construction and erection of the said Unit for/and on behalf of/ and on account of the Purchaser with standard materials as shall be approved by the Architect of the Building for the time being and the decision of the Architect regarding the quality of materials shall be final and binding on the Purchaser and the Purchaser will not raise any objection in regard to such construction to be made by the Developer itself or through sub-contractors and other agents.

2. In consideration of the various payments to be made by the Purchaser to the Developer, the Developer has agreed to construct, erect and complete all that the said Unit and has further agreed to nominate the Purchaser for acquiring the undivided proportionate share in the land comprised in the said Premises and attributable to the said Unit.

3. The unit shall be constructed in accordance with the said Plan duly sanctioned by the Howrah Zilla Parishad with such variations, modifications or alterations as may be deemed fit and proper by the Developer or the Architect and the Purchaser hereby consents to the same and hereby further agrees not to raise any objection in the Developer and/or Architect making such alterations or additions.

4. That the Purchaser shall not do any act deed or thing whereby the construction or development of the said building or property is in any way hindered or impeded with nor shall in any way commit breach of any of the terms

and conditions herein contained and hereby further agrees that the said Unit shall be constructed by the Developer and no-one-else.

5. That the Purchaser shall not cause any obstruction or interference in the construction/development of the said building or the other parts of the said property.

6. That the Purchaser shall not do any act deed or thing whereby the construction of the said building at the said premises or any portion thereof is in any way hampered or obstructed.

7. During the period of construction and at all times, the said Unit shall be at the sole risk of the Purchaser and the Purchaser is and shall continue to remain liable to pay all amounts becoming payable under the terms hereof to the Developer and perform all his/her/its covenants and obligations herein mentioned irrespective of any loss destruction for natural calamities or act of God i.e. storm, earth quack, flood etc.

8. It is hereby expressly agreed that in case there being two /three/four purchasers, the said Unit shall be held by each of the Purchasers having an undivided $\frac{1}{2}$ th, $\frac{1}{3}$ rd, $\frac{1}{4}$ th share or interest into or upon the said Unit.

9. The Certificate of the Architect for the time being as to the total built up area and the certificate of the Developer as to the super built up area on the basis aforesaid shall be final conclusive and binding on the Purchaser.

ARTICLE III-DEVELOPER'S OBLIGATION

1. Subject to the Purchaser making payment of the amount to be paid by the Purchaser as provided for in the Third Schedule hereunder written the Developer hereby agrees:

a) To erect construct and complete the said Unit more fully and particularly described in the Second Schedule hereunder written for/ and on behalf of and on account of the Purchaser.

b) To construct erect and complete the said Building in accordance with the said plan sanctioned by the Howrah Zilla Parishad together with sanitary and electrical installation.

2. Notwithstanding anything contained in this Agreement, **the developer shall liable to give possession by XX months from the date of this agreement.**

3. In no event the Purchaser shall be entitled to claim any amount of damage from the developer on account of loss or damage or otherwise if the said Building

is not completed within the aforesaid date and the Purchaser hereby agrees not to claim any loss or damage from the developer on any account whatsoever.

4. The Developer shall not however incur any liability or be held liable nor the Purchaser shall claim any amount from the Developer, if the Developer is unable to deliver possession of the said Unit within the stipulated period or if the completion of the said building or the said unit is delayed by or on account of (a) any notice order injunction of Court Rules or Notification of the Government or any other Public Authority, (b) delay in the grant of the building occupancy certificate, water and sewerage and drainage connection, or electric or cable connection or any other permission or sanction by the Government or the Howrah ZillaParishad or due to any other circumstances beyond the control of the Developer (c) any Act of God, (d) delay in obtaining the delivery of the lifts, (e) delay on the part of the Purchaser to make payments, (f) any other reasonable cause (for what is a reasonable cause or not, the certificate of Architect shall be final and conclusive) whereby the Developer is prevented from completing the said building or any portion thereof. In no event shall the Purchaser be entitled to claim any amount from the Developer on account of loss and damages or otherwise if the said Building or the said Unit is not completed within the stipulated period.

ARTICLE IV-PAYMENT

1. In consideration of the above, the Purchaser has agreed to make payment of a sum **Rs. XXXXXXX/- (IN WARD XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX)** **only** hereinafter called **THE CONSIDERATION AMOUNT** which amount includes the cost of construction of the said unit and also the cost of nomination for acquiring the undivided proportionate share in the land comprised in the said premises and attributable to the said Unit, such consideration to be paid in the manner provided for in the Third Schedule hereunder written .

2. In addition to the aforesaid consideration, the Purchaser shall also pay the following amounts to the Developer and payment of such amount shall be made at or before taking over possession of the said Unit.

a) Charges for providing any additional work in or relating to the said Unit at the request of the Purchaser and for providing any additional facility or utility in

or around the said Unit in excess of those mentioned in Part I of the Third Schedule hereto provided that if any work or provisions be made for the Purchaser in common with others in the said building, such as any payment made to CESC and other services and facilities and their installations charges and accessories, the Purchaser and such other persons shall share the charges thereof proportionately and the Purchasers shall be liable to pay only its proportionate share thereof.

b) All betterment, fees, taxes and other levies charges imposed by the Government or any other authority relating to the said Premises and/or the said unit shall be paid and borne by the Purchaser proportionate to his/her/its interest therein and those relating only to the said Unit shall be borne solely and conclusively by the Purchaser.

c) The Purchaser shall be provide with independent electric meter but the charges for installation of the electric meter and for supply shall by the purchaser. The purchaser shall also pay to the developer a sumof **Rs. XXXXX/- (Rupees XXXXXXXXXXXX XXXX only)** as security of the **C.E.S.C.** for installation of Pillar Box and individual electric meter.

d) The Purchaser shall also pay GST to the Govt. through the developer (as per Govt. rules).

3. The time for payment shall be the essence of the contract. The Purchaser agrees and covenants not to claim any right or possession over and in respect of the said Unit till such time the Purchaser has made and/or deposited all the amounts herein agreed to be paid or deposited by the Purchaser.

4. In the event of the Developer providing any additional material facilities or gadgets to the benefit of the residents of the building then the Purchaser shall be liable to make payment of the proportionate share in respect thereof and the same shall form part of the common portions and whether such additional facilities or amenities are to be provided for will be entirely at the sole discretion of the Developer and the Purchaser and the Purchaser hereby consents to the same.

ARTICLE V –COMPLETION AND POSSESSION

1. The decision of the Architects regarding the quality of materials used is and shall be final and binding on the Purchaser. It is clarified that event after the date of possession, the Purchaser shall not be entitled to raise any objection to or claim regarding the materials used in the construction and completion of the said Unit. The Unit shall for all purposes be deemed to be completed as far as the said Unit is internally completed with the fixtures and fittings affixed thereto as mentioned in the Fifth Schedule hereto and the Developer provides reasonable egress and ingress thereto and water and electric connection therein.
2. The decision of ACRE ARCHITECTS and FLXI ENGINEERING, Consulting Architect and Engineers regarding all measurement are and shall be final.
3. The said Unit shall be deemed to have been completed as and when the same is made fit for habitation.
4. Before the date of possession of the Unit, the Purchaser agrees and covenants:
 - a) To pay to the Developer all amounts due and payable towards the cost of construction and completion of the said Unit as mentioned in the Third Schedule hereto and any sum payable for any additional work other than provided for in Fourth Schedule and proportionate costs of all payments made for extra common facilities to be provided to all occupiers of the said Building.
 - b) To deposit amounts free of interest with the Developer for the purpose and subject to the conditions mentioned in the Fourth Schedule hereto.
 - c) To pay to the Developer further amounts for the purpose mentioned in the Sixth Schedule hereto.
 - d) To pay to the owner agreed consideration as mentioned in the Agreement for Sale of land entered into between the parties.
5. Immediately after the said Unit is ready and fit for habitation (and in this regard the decision of the Architect for the time being shall be final and binding) the Developer shall serve a notice on the Purchaser and within 7 days from the date of such notice (hereinafter called **THE DATE OF POSSESSION**) the Purchaser shall be deemed to have taken physical possession of the said Unit

upon making payment of the amounts due to be deposited by the Purchaser as herein stated and the Developer shall not be liable to deliver possession of the said Unit until such time the Purchaser has made full payment of the amounts agreed to be paid by the Purchaser under this Agreement or under the Agreement for Sale and has fully complied with all the terms and conditions herein contained and on the part of the purchaser to be performed and observed.

6. That after completion of the building in every possible and habitable conditions in terms of the fourth schedule described herein below, the developer shall issue a letter of intimation for delivery of possession to the purchaser and the purchaser being intimated with such notice shall cause inspection of the saleable unit either by himself or by their appointed architect/surveyor and being satisfied with the quality and specification of the materials and other amenities as per schedule four herein below shall take physical possession of the flat/unit. The purchaser after taking the physical possession of the saleable flat in building have no right to raise any dispute in any manner whatsoever as regard quality, quantity, specification, measurement of the saleable unit or any portion of the newly constructed building.

7. From the date of possession, the Purchaser shall be liable to and agrees to pay and contribute the proportionate share of municipal rates multistoried tax and other taxes maintenance and service charges and all other outgoings payable presently or which may be imposed or levied in future in respect of the said Unit and proportionately for the whole building and premises regularly and punctually whether actual physical possession of the said Unit is taken or not by the Purchaser.

ARTICLE VI – DEFAULT IN PAYMENT

1. The Purchaser shall pay interest at the rate of 2% per month or part thereof on all sums becoming due which the Purchaser fails to pay to the Developer within 72 hours of the notice being served upon the Purchaser by the Developer in terms of the Third Schedule hereunder written requiring such payment for the period during which the Purchaser remains in default. This will be without prejudice to

the other rights of the Developer hereunder. The Developer shall have the discretion to waive and/or reduce the interest payable as aforesaid.

2. If the Purchaser shall failed in any way or neglect to pay or fail or neglect to perform the obligations on his/her/its part to be observed and performed in terms of the Agreement for construction with the Developer, the Developer without prejudice to such other rights it may have, shall have also the liberty to determine this Agreement and the Purchaser shall forfeit all his/her./its rights in respect of the said Unit and the ownership in respect thereof shall vest in the Developer as if the said Unit had been constructed by the Developer for its own account and the Developer in that behalf may re-enter the said Unit and peaceably enjoy the same together with all construction erection and materials thereof without in any way being liable to pay any compensation and the amounts paid by the Purchaser to the Developer shall stand forfeited as and byway of liquidated damages but without prejudice to any right of act or remedy of the Developer in respect of any antecedent breach on the part of the Purchaser or any of the provisions of this Agreement. The Developer shall have the right to deal with the said Unit in such manner, as the Developer shall in its absolute discretion think fit and proper.

3. In case the Purchaser commits default in fulfilling and observing his/ her/its covenants herein contained, then and in such event, this Agreement shall stand terminated and all his/her/its right against the Owner and/or the Developer or Association or the Co-operative Society and/or the said premises and/or the building and/or the said unit shall stand extinguished. The Purchaser's right to receive the conveyance shall stand extinguished and/or terminated in respect of the proportionate share on the land of the said premises and the Purchaser shall be divested of all rights and interest if constructed to be vested in the Purchaser in all construction installations and fixtures in the said premises and/or the said building and/or the said Unit and the said Unit shall stand again vested in the Developer without any right of the Purchaser to receive any refund of any amount whatsoever paid hereunder including interest free deposits made as aforesaid and the Developer shall be entitled to have the Purchaser's right and interest forfeited as aforesaid and transferred in its own favour and/or in favour of its nominees without in any way becoming liable to pay any amount or amounts for the same.

ARTICLE VII- RESTRICTIONS AND OTHER OBLIGATION

1. As from the date of possession of the said Unit, the Purchaser agrees and covenants:

a). To co-operate with the other co-purchaser s and the developer in the management and maintenance of the said Building.

b) To observe the rules framed from time to time by the Developer and upon formation by the Association for quiet and peaceful enjoyment of the said building as a decent building.

c) To allow the Developer with or without workers to enter into the said Unit and/or Roof or rear lawn if any, for the purpose of maintenance and repairs.

d) To pay and bear the common expenses and other outgoings and expenses since the date of possession and also the rates and taxes for and/or in respect of the said Building including those mentioned in the Seventh Schedule hereunder written proportionately for the building and/or common parts/areas and wholly for the said Unit and/or to make deposits on account thereof in the manner mentioned hereunder to or with the Developer and upon formation to the Association or Co-operative Society as the case may be. Such amount shall be deemed to be due and payable on and from the date of possession whether actual possession of the said Flat / Unit has been taken or not by the Purchaser.

e) To deposit the amounts reasonably required with the Developer and upon formation with the Association or Co-operative Society as the case may be towards the liability for the rates, taxes and other outgoings.

f) To pay charges for electricity in or relating to the said Flat/Unit wholly and proportionately relating to common parts.

g) Not to sub-divide the said Unit if allotted or any portion thereof.

h) Not to do any act deed or thing or obstruct the construction and completion of the said Building in any manner whatsoever and notwithstanding any temporary construction in the Purchaser's enjoyment of the said Unit.

i) Not to throw dirt, rubbish or other refuse or permit the same to be thrown or accumulated in the said Unit or in the compound or any portion of the building except in the space for garbage to be provided in the ground floor of the said building.

j) Not store or bring and allow to be stored and brought in the said flat any goods of hazardous or combustible nature or which are so heavy as to affect or endanger the structures of the building or any portion of any fittings or fixtures thereof including windows, doors floors etc, in any manner.

k) Not to hang from or attach to the beams or rafters any articles or machinery which are heavy or likely to affect or endanger or damage the constructions of the building or any part thereof.

l) Not to do or cause anything to be done in or around the said Unit which may cause or tend to cause or tantamount to cause or effect any damage to any flooring or ceiling of the said Unit or adjacent to the said Unit or in any manner interfere with the use and rights and enjoyment thereof or any open passages or amenities available for common use.

m) Not to damage or demolish or cause to be damaged or demolished the said Unit or any part thereof at any time or the fittings and fixtures affixed thereto,

n) Not to close or permit the closing of verandahs or lounges or balconies and lobbies and common parts and also not to alter or permit any alteration in the elevation and outside colour scheme of the exposed walls of the verandahs, lounge or any external walls or the fences of external doors and windows, including grills of the said Unit which in the opinion of the developer differs from the colour scheme of the building or deviation or which in the opinion of the Developer may affect the elevation in respect of the exterior walls of the said building .

o) Not to install grills the design of which have not been suggested approved by the Architect.

p) Not to make in the said Unit any structural additions and/or alterations such as means, columns, partition walls etc. or improvements of a permanent

nature except with the prior approval in writing of the Developer and with the sanction of the Howrah Zilla Parishad and/or any concerned authority.

q) Not to use the said Unit or permit the same to be used for any purpose whatsoever other than residential purpose and shall not used for the purpose which may or is likely to cause nuisance or annoyance to occupiers of the other portions of the said Building or to the owners and occupiers of the neighboring premises or for any illegal or immoral purpose or as a Boarding House , Club House, Nursing Home, Amusement or Entertainment Center, Eating or Catering Place, Dispensary or a Meeting Place or for any Commercial Industrial activities whatsoever and shall not raise or put up any kutcha or pucca construction grided wall/enclosure thereon or part thereof and shall keep it always open as before, dwelling or staying of any person or block by putting any articles shall not be allowed on the car parking space.

r) Not to park car on the pathway or open spaces of the building or at any other places except the space allotted to it and shall use the pathways as would be decided by the Developer.

s) To abide by such building rules and regulations as may be made applicable by the Developer before the formation of the holding Organization and after the Holding Organization is incorporated to comply with and/or adhere to the building rules and regulations of such Holding Organization.

2. As soon as possible after the completion of the said Building in all respects, the Developer shall in its discretion form an Association or Co-operative Society solely for the Purpose of maintenance of the said building and common parts and the Purchaser shall co-operate with the Developer fully and shall sign all documents and papers necessary for the purpose. In case a Association or a Co-operative Society is formed by the Developer the Purchaser shall subscribe for, pay and contribute towards proportionate share capital of such proposed Association or Co-operative Society.

3. Until formation of such Association or Co-operative Society or Private Limited Company, the Developer shall manage and maintain the said Building and the common parts thereof.

4. The Purchaser agrees that:

- a) The Proportionate rate payable by the Purchaser for the common expenses shall be decided by the Developer from time to time and the Purchaser shall be liable to pay all such expenses wholly, if it related to the Purchaser's flat only. The statement of account of the apportionment of the charges as prepared by the Developer shall be conclusive and final. The Purchaser shall not be entitled to dispute or question the same. In the event of the transfer of the management and administration of the said building to the Association or Co-operative Society or in terms of these presents, the employees of the Developer such as Watchmen, security staff, , etc. shall be employed and/or absorbed in the employment of such Association or Co-operative Society or with continuity of service and on the same terms and conditions of employment with the Developer and the Purchaser shall not be entitled raise any objection thereto and hereby consents to the same.
- b) After the formation of the Association or the Co-operative Society as the case may be, the Purchaser shall pay such amounts for the aforesaid purpose as may be demanded by the authority.
- d) So long as each Unit in the said premises shall not be separately mutated and measured, the Purchaser shall pay the proportionate share of all rates and taxes assessed on the whole premises including the charges for loss of electricity while in transmission to the Developer, such proportion is to be determined by the Developer on the basis of the area of such Unit in the same Premises.
- e) If the Purchaser fails to pay the aforesaid expenses or part thereof within time as aforesaid, the Purchaser shall be liable to pay interest at the rate of 2% per month and further that if any interest remains unpaid for sixty days, the Developer or upon formation, such Association or Co-operative Society shall be at liberty to disconnect and/or suspend all common services attached to the Purchaser's Flat/Unit such as water supply, electricity connection, use of central antenna, etc, till such dues with interest and shall also be liable to pay the common expenses for such suspension period as well as reconnection charges.

ARTICLE VIII-MISCELLANEOUS

1. The right of possession of the Purchaser in respect of the said unit shall arise only upon the Purchaser fulfilling all the obligations as are contained in this Agreement and also in the said Agreement for sale.
2. This agreement is personal and the Purchaser shall not be entitled to transfer, let out, mortgage, grant lease in respect of the said Unit without the consent in writing of the Developer.
3. The right of the Purchaser shall remain restricted to the said Unit and in no event; the Purchaser shall be entitled and hereby agrees not to claim any right in respect of the other parts or portions of the said Building and the said premises.
4. The Building shall be known by the name of **"TRIPURESWARI HEIGHTS"** and the said name shall not be changed under any circumstances.
6. For the purpose of facilitating the construction of the said units/apartments/flats in the aforesaid building the Developer may apply for and obtain financial assistance from Banks and other Financial Institutions.

ARTICLE IX –DOCUMENTATION AND PROFESSIONAL CHARGES

1. The Learned Advocate appointed by the developer has prepared this Agreement, and shall draw all papers documents and drafts required for and/or in connection with the various common purposes relating to the said building and formation of the Association or Co-operative Society or Private Limited company as envisaged herein and such documents containing covenants to be observed on the part of the parties hereto as in the sole discretion of the said advocate be determined to be reasonable and the cost and expenses of the same shall be borne and paid by the Purchaser likewise other flat-owners proportionately and wholly if relating to the Purchaser's unit and such costs and expenses shall be paid by the Purchaser's unit and such costs and expenses shall be paid by the Purchaser before taking actual possession of the said Unit. The Purchaser despite its obligations to pay the remuneration and fees to the said Advocate shall be at liberty to consult any other lawyer/advocate for any independent advise **PROVIDE HOWEVER** such consultation for independent advise will not absolve

the Purchaser of its liability to pay the remuneration as herein provided for the Learned Advocate as appointed by the developer.

2. The Purchaser has agreed to and shall be liable to make payment of the fees of the Learned Advocate for the purpose of preparing the agreement and also for the deed of conveyances as shall be determined by the Developer.

3. All stamps registration charges and incidental expenses for and/or in relation to conveyance of the said undivided proportionate impartible share in the land comprised in the said premises and for obtaining approval and consents necessary for such transfer and also any other assurances deeds required to be made for or in relation thereto shall be borne and paid by the Purchaser.

ARTICLE XI- NOTICE

1. All notices to be served hereunder by either of the parties to the other shall be deemed to have been served on the 4th day of the date the same has been delivered for dispatch to the postal authority by registered post with acknowledgement due at the last known address of the parties hereto.

ARTICLE XII-ARBITRATION

1. All disputes and differences between the parties hereto arising out of this agreement, interpretation of any terms and condition herein contained or touching these present or determination of any liabilities shall be referred to arbitration The same shall be deemed to be a reference within the meaning of the Arbitration & Conciliation Act, 1996 (previously the Indian Arbitration Act, 1940) or any statutory enactment or modification there under.
2. The Developer and the Purchaser shall not commence legal proceedings or to have any Receiver appointed in the said premises or the said building unless the same is first referred to arbitration and the Arbitrator has given his award.
3. The Arbitrator shall have summary power.
4. The Arbitrator shall have the right to give interim Awards and directions.

ARTICLE- XIII COMMON RESTRICTION

Both parties shall abide by all laws and bye-laws rules and regulations of the Government, State or Central, local governing bodies and be responsible for violation of such laws and statutory requirements.

ARTICLE- XIV JURISDICTIONS

The High Court at Calcutta in connection with the aforesaid arbitration proceedings only have jurisdiction to receive, entertain, try and determine all actions and proceedings.

ARTICLE -XV RULES OF INTERPRITATION

1 Headings: headings have been inserted at various places merely for convenience of reference and are not intended to impact the interpretation or meaning of any clause.

2 Presumption rebutted: it is agreed that all presumptions which may arise in law at variance with the express provisions of this agreement stand rebutted and that no presumption will arise adverse to the right and title, interest of the parties in the project land.

THE FIRST SCHEDULE ABOVE REFERRED TO

ALL THAT Bagan later converted to **BASTU** land along with all applicable rights privileges vertical and lateral easements, quasi easements appendages and appurtenances whatsoever and standing crops and trees hereditaments belonging to the said land, measuring 8.5 decimals comprised in **R. S plot no 895 corresponding to L.R. Plot no. 972** under L.R.khatian no.4572, situated at Mouza - Jhorehat ,, J.L No. 30, Police Station - Sankrail , Sub-Registration office - Ranihati , District Registry Office - Howrah, District - Howrah, recorded in Revisional Settlement operation in District – Howrah recorded in Revisional Settlement operation in District – Howrah ad, and butted and bounded following manner

<u>ON THE NORTH</u>	: Property of Dag No. 891.
<u>ON THE SOUTH</u>	: 16' - 7" wide common path.
<u>ON THE EAST</u>	: 16' - 7" wide common path.
<u>ON THE WEST</u>	: Property of Dag No. 895.

THE SECOND SCHEDULE ABOVE REFERRED TO

All that **Flat No. XXXX** on the **XX floor** of the Building measuring **XXX Sq.ft.(approx)** together with the proportionate share or interest in the common

areas in the building now being constructed on the premises described in the First Schedule hereto.

Which is butted and bounded as follows:

ON THE NORTH– XXXXX

ON THE WEST– XXXX

ON THE EAST– XXXXX

ON THE SOUTH– XXXXX

**THE THIRD SCHEDULE ABOVE REFERRED TO
(Payment)
PART –**

The Purchaser hereby agrees to pay to the Developer a sum of **Rs. XXXXX/-**
[Rupees: XXXX XX XXXXX XXXX] only towards which amount to be paid in
the manner following :

At the time of booking by Cash	Rs. XXXX
On Completion of XX Floor Casting 25%	Rs. XXXXX
On Completion of XX floor casting 25%	Rs. XXXXX
On Completion of Brick Work 15%	Rs. XXXXX
On Completion of Marble Work 10%	Rs. XXXXX
On Completion in all respects 10%	Rs. XXXXX
On possession (balance)	Rs. XXXXX

PART II

1. All expenses, unto L.T. Line meter/Sub-meter costs, and Installations etc.
2. For any addition/alteration work deviation to Architect's Drawings.
3. For cost of Fixture and Fittings etc,.

4. In the event of the Developer providing any additional material facilities or gadgets to the benefit of the residents of the building then the purchaser shall be liable to make payment of the proportionate share in respect thereof and the same shall form part of the common portions and whether such additional facilities or amenities are to be provided for will be entirely at the sole discretion of the Developer and the Purchaser hereby consents to the same.

THE FOURTH SCHEDULE ABOVE REFERRED TO

(Fixture/Fittings and Facilities to be provided in the said) Foundation as per recommendation of Soil Investigation Report. RCC Frame structure on RCC foundation. The super structure will be made of R.C.C. frame and R.C.C. floor with 8" thick brickwork in external walls and 5" thick internal partition walls in between flats and common areas, others are 3" thick brickwalls.

FLOORINGS:-

Marble floored.

Walls:

- i. Exterior – latest available permanent front finish and other sides with Exterior paint (snowcem and weather coat).
- ii. Internal – Putty finished surface on the wall and colour.

DOORS & WINDOWS:-

1. All windows shall be of Aluminums Sliding fitted with glass.
2. All doors will be of solid core flush doors along with colour paint.
3. The main door will be of wood (Segun) & frame 3" – 3" (Sal).
4. Bathroom door will be made up of PVC.

ELECTRIC INSTALLATION

1. Light fitting in common passage will be provided as required.
2. Conceal wiring and max 26 points in all flats including calling bell and three MCB will be provided.
3. Electric wiring will be made by copper wire (V-gaurdor Finolex)

WATER SUPPLY:

1. Submersible Pump.
2. Arrangement for over head water tanks will be made.

TOILETS AND BATH ROOMS:-

1. One commode pan with one stop cock, one geyser point (including 26 electric point), one mixture and shower will be provided in each bath room.
2. Bath room will be finished with 6' high glazed tiles walls.
3. The floor of the marble.

KITCHEN :-

1. Steel sink and granite platform (top) for cooking purpose will be provided.
2. Water line for kitchen will be provided.
3. One Stand basin will be provided.
4. 2 ½ feet glazed tiles over the black stone platform will be provided.
5. Provision of exhaust fan in kitchen and toilet with necessary power point.
6. Fully concealed plumbing system using standard make G.I. and PVC pipes for water supply in kitchens and toilets with Best Quality C.P. Fittings.
7. The outer walls will be pained and the inner walls will be finished with plaster of paris. The doors will be painted with acrylic emulsion.
8. Roof treatment for water proofing.
9. Geyser point in bathroom, power point for refrigerator,
10. Lift
11. One Wardrobe and one shoe rack in one bedroom should be provide.

THE FIFTH SCHEDULE ABOVE REFERRED TO

1. The foundations columns beam support corridors lobbies stairs stairways landings entrances exits and pathways.
2. Drains and sewers from the premises to the panchayat duct. Panchayat means Banipur -II, Sankrail, Howrah.

3. Water sewerage and drainage connection pipes from the Units to drains and sewers common to the premises.

Common parts

(Common areas and facilities)

Undivided impartible proportionate share and/or interest in the following common areas, amenities and facilities of the New Proposed Building or Buildings.

1. Areas

- (a) Open and/or covered paths and passages.
- (b) Lobbies and staircases,
- (c) Stair Head Room, Lift Machine Room, Lift well,
- (d) Pump rooms,
- (e) Security caretaker Room,
- (f) The flat owners have sole right to use the top roof for their purposes and it is to note that sale of such area to any third person is not permitted.
- (g) The roof of the building shall be used as common however the developer have right to explore the same commercially either by any other lawful means.

2. Water and plumbing :

- (a) Over head Water tanks,
- (b) Water pipes (Save those inside any flat),
- (c) Submersible Pump

3. Electrical installations

- (a) Wiring and accessories for lighting of common portions,
- (b) Electrical Installations relating to meter for receiving electricity from C.E.S.C. Board.
- (c) Pump and motor,
- (d) Lift and lift machinery

4. **Drains :**

- (a) Drains, sewers and pipes;
- (b) Drainage connection with Banipur - II Gram Panchayet;

5. **Others:**

Other areas and installations and/or equipment's as are provided in the New Building for common use and enjoyment such Cable TV connection, Telephone lines etc.

6. **Fire Extinguisher :**

Arrangement for fire extinguisher. One point in each floor.

Undivided impartible proportionate share or interest in the constructed area and measuring **XXX Sq. ft.** and marked **XXX in XX floor** in the plan.

NOT WITHSTANDING ANYTHING to the contrary in this agreement that all the intending flat owners t have the common right to use the roof and front space rear space,side space around and over the building . The owner in any manner shall have no right to change the nature and character of the said areas.

THE SEVENTH SCHEDULE ABOVE REFERRED TO

(Common expenses)

1. All costs of maintenance, operation, repairs, replacement services and white washing painting, rebuilding reconstructing decorating redecorating of all other common areas/ parts its fixtures fittings electrical wiring and equipments in under or upon the building enjoyment or used common by the occupiers of the building.
2. The salaries and other expenses incurred for and payable to any person employed for common purposes including security, sweepers, liftmen etc.
3. Expenses for supplies of common utilities electricity water charges etc. payable to any concerned authorities and/or organization and payment of all charges incidental thereto.
5. Sinking fund and other contributions.

6. Panchayat and other rates and taxes and levies and all other outgoings save those which would be separately assessed and/or incurred in respect of any unit or portion of land.

7. Costs and establishment and operational charges of the Developer of the Association of the Co-operative Society relating to common purpose.

8. All such other expenses and outgoings as are deemed by the Developer and/or the Association or Co-operative Society or to be necessary for or incidental thereto.

9. Electricity expenses for lighting all the common parts outer walls of the building, parking space and for operation of all the common areas.

IN WITNESSES WHEREOF the parties hereto have hereunto set and subscribed their hands and seals the day month and year first above written

SIGNED AND DELIVERED by the
within named owner at in the
presence of:

WITNESSES:

OWNERS

PURCHASER