

## AGREEMENT FOR SALE

**THIS AGREEMENT** is made on this 16<sup>TH</sup> day of November, Two Thousand Nineteen (2019).

### BETWEEN

**(1). MAGENTA DISTRIBUTORS PRIVATE LIMITED, (PAN No. **AAF8550M**),** a company having its office at premises no. 23A, N.S. Road, Fortuna Tower, 8<sup>th</sup> Floor, Room No. A11, P.O. GPO, P.S. Hare Street, Kolkata-700001, represented by its Director namely **SRI. SUDIP KUMAR SIL, (PAN No. **BYLPS1553C**) & (AADHAAR no. **854768530630**) & (Mobile no. **9830905433**)**, son of Sri. Basudeb Sil, by Nationality - Indian, by faith - Hindu, by occupation - Business, residing at Dharmapur (CT), Dakshinayan Lane no.2, Natunpara, P.O. & P.S. Chinsurah, District – Hooghly, Pin-712102 and **(2). TARUSH MANAGEMENT PVT. LTD., (PAN No. **AAF8550M**),** a company within the meaning of Companies Act, 1956 having its registered office at premises no. 23A, N.S. Road, Fortuna Tower, 2<sup>nd</sup> Floor, Room No. 12A, P.O. GPO, P.S. Hare Street, Kolkata-700001, represented by its Director namely **MRS. PRIYANKA AGARWAL, (PAN no. **AFDPA9350B**) & (AADHAAR no. **8960 7076 0275**) & (Mobile no. **9836222283**)**, married daughter of Bejoy Kumar Gupta and wife of Mahendra Agarwal, by faith - Hindu, by occupation - Business, by nationality - Indian, at present residing at Goala para, Champdani (M), Hooghly, P.O. Angus, P.S. Bhadreswar, Kolkata - 712221, hereinafter referred to as "the **Owners**" (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include **its** successor and/or successors in interest and/or assigns) of the **FIRST PART**.

The **Vendors** are represented by its **Constituted Attorney MACWEL INFOSYSTEMS PVT. LTD.** a company within the meaning of Companies Act, 1956 represented by its Director **Mr. HRUDA NANDA DUTTA**, son of late Hrishikesh Dutta, by virtue of **Power of Attorney Being No. 02131 for the year 2015** recorded in Book No. I, CD Volume No. 5, Pages - 3157 to 3167, registered in the office of D.S.R - II, North 24 - Parganas, Barasat.

### A N D

**MACWEL INFOSYSTEMS PVT. LTD.** (PAN no. **AAHCM9678G**), a company within the meaning of Companies Act, 1956 having its registered office at premises no. 23A, N.S. Road, Fortuna Tower, 3<sup>rd</sup> Floor, Room No. 3, P.O. GPO, P.S. Hare Street, Kolkata - 700001, represented by its directors hereinafter called the "**DEVELOPER**" represented by its director **Mr. HRUDA NANDA DUTTA**, (PAN No. **ADWPD2828G**), & (AADHAAR no. **366864901359**) & (Mobile no. **9830753600**), son of late Hrishikesh Dutta, by Nationality - Indian, by faith - Hindu, by occupation - Business, residing at premises no. 27, Pallymangal Colony, Paschim Barisha, P.O. & P.S. Thakurpukur, District - 24 Parganas (South), Pin code - 700063, hereinafter called the "**Developer**" (which expression shall unless excluded by or repugnant to the context be deemed to mean and include the partners, successors, successors in office and assigns) of the **SECOND PART**.

### A N D

**SRI.** \_\_\_\_\_, (PAN no. \_\_\_\_\_), (Aadhaar no. \_\_\_\_\_) & (Mobile No. \_\_\_\_\_), Son of \_\_\_\_\_, by Nationality - Indian, by faith - \_\_\_\_\_, by occupation - \_\_\_\_\_ and \_\_\_\_\_, (PAN no. \_\_\_\_\_), (Aadhaar no. \_\_\_\_\_) & (Mobile No. \_\_\_\_\_), Son of \_\_\_\_\_ by Nationality - Indian, by faith - \_\_\_\_\_, by occupation - \_\_\_\_\_, residing at premises no. \_\_\_\_\_,

hereinafter called and referred to as the “**PURCHASERS**” (which terms or expression shall unless excluded by or repugnant to the context be deemed to mean and include **their** heirs, executors, administrators, legal representatives and assigns) of the **THIRD PART**.

**WHEREAS** one **MEGENTA DISTRIBUTORS PVT. LTD.**, a company within the meaning of Companies Act, 1956 having its registered office at 23, N.S. Road, Fortuna Tower, 8<sup>th</sup> Floor, Room No. A11 , P.O. GPO, P.S. Hare Street, Kolkata - 700001, represented by its Director **Mr. Sudip Kumar Sil** and **TARUSH MANAGEMENT PVT. LTD.**, a company within the meaning of Companies Act, 1956 having its registered office at 23A, Netaji Subhas Road, 2<sup>nd</sup> Floor, Room No. 12A, P.O. GPO, P.S. Hare Street, Kolkata - 700001, represented by its director **Mrs. Priyanka Agarwala**, are the **joint Owners** of all that piece or parcel one plot of land measuring about **82.90 Katha** be a little or more or less lying and situate at **Mouza -Dugdia** and **Mouza - Paltadanga**, J.L. Nos. 160, 162 and 163, under **Falti Beliaghata Gram Panchyat, Police Station : Barasat (old), Sashan (new)**, District-North 24-Parganas.

**AND WHEREAS** the **MEGENTA DISTRIBUTORS PVT. LTD.** and **TARUSH MANAGEMENT PVT. LTD.** are fully seized and possessed of or otherwise well and sufficiently entitled to absolutely forever, free from all encumbrances attachments whatsoever all that piece or parcel one plot of land measuring about **82.90 Katha** be a little or more or less lying and situate at **Mouza-Dugdia** and **Mouza - Paltadanga**, J.L. Nos. 160, 162 and 163, under **Falti Beliaghata Gram Panchyat, Police Station : Barasat (old), Sashan (new)**, Pin Code - 743423, District-North 24-Parganas be the same a little more or less, more fully and particularly described in the **Schedule – A** hereunder written.

**AND WHEREAS** thereafter, **MEGENTA DISTRIBUTORS PVT. LTD.** and **TARUSH MANAGEMENT PVT. LTD.** converted the said land as **Housing Complex** from the office of the BL & LRO Barasat, North 24Parganas in the following manner :-

SL	Certificate of Conversion case no.	Memo No.
1.	13/2015	13/15/Bst-II/2198 (4)/ dated 17.09.2015
2.	156/2015	936/BL&LRO/BST-II/15 dated 10.09.2015
3.	157/2015	937/BL&LRO/BST-II/15 dated 10.09.2015
4.	158/2015	938/BL&LRO/BST-II/15 dated 10.09.2015
5.	159/2015	939/BL&LRO/BST-II/15 dated 10.09.2015
6.	225/17/SDL-BST/Bst-II	s-24/Conv.225/17/1104 dated 11.04.2018
7.	63/19/SDL-BST/BST-II	s-24/Conv.63/19/2950 dated 19.09.2019

Hence, the Land become as **Housing Complex**.

**AND WHEREAS** Thereafter the said **MEGENTA DISTRIBUTORS PVT. LTD** and **TARUSH MANAGEMENT PVT LTD** muted **its** names in several **L.R. Khatian Nos** in the records of **Falti Beliaghata Gram Panchyat** as recorded owner and have so long been enjoying and possessing the same with good right and full and absolute power of ownership and have every right to transfer the same or any part to anybody by any way and possessed and enjoyed the said property free from all encumbrances.

**AND WHEREAS** during the possession of the said **MEGENTA DISTRIBUTORS PVT. LTD** and **TARUSH MANAGEMENT PVT LTD** intend to develop **ALL THAT** piece and parcel of undivided land more fully described in the **Schedule ‘A’** hereunder written by raising construction a new **Multistoried Building** and thus enquired and discussed with various Contractors, Developers regarding construction of a new **Multistoried Building** and gained knowledge thereto.

**AND WHEREAS** upon discussion with such building Contractors, Developers regarding construction of the said present **Owners** realized that it was not within **its** means and

financial capacity to afford the cost and express required for construction of a new **Multistoried Building** and the Directors of the said Companies approached to the above named **Developer** namely **MACWEL INFOSYSTEMS PVT. LTD.** a company within the meaning of Companies Act, 1956, represented by its Director namely **Mr. Mahendra Agarwal** to help **them** in the matter of implementation of their idea of erecting the proposed new **Multistoried Building** by securing Intending Purchasers or residential and as well as commercial unit to be constructed according to the building plan to be sanctioned by the competent authority.

**AND WHEREAS** on hearing such intention of the **MEGENTA DISTRIBUTORS PVT. LTD** and **TARUSH MANAGEMENT PVT LTD**, the **Developer** herein approached through its Director that **he** is agreed to undertakes the aforesaid job, where the **MEGENTA DISTRIBUTORS PVT. LTD.** and **TARUSH MANAGEMENT PVT. LTD.** accepted the same under some terms and conditions mentioned thereon.

**AND WHEREAS** by the **Development Agreement Being No. 7465 for the year 2014**, duly registered on **18.06.2014** in the office of the A.R.A. – II, Kolkata and recorded in Book No. I, CD Volume no. 35, at pages 3735 to 3751 made between the **TARUSH MANAGEMENT PVT LTD** and **Developer**, the **Developer** agreed to develop the said land more fully described in the **Schedule 'A'** hereunder written by making construction of a new **Multistoried Building** thereon consisting of several numbers of flat, shops, garages according with the building plan to be sanctioned and approved by the competent authority.

**AND WHEREAS** after execution of the aforesaid **Development Agreement** by and between the **TARUSH MANAGEMENT PVT LTD** and **Developer** herein the **TARUSH MANAGEMENT PVT LTD** made and executed a **Power of Attorney Being No. 04402 for the year 2014**, duly registered on **23.06.2014** in the office of the A.R.A – III, Kolkata and recorded in Book No. IV, CD Volume no. 7, at pages 7649 to 7660 in favour of the **Developer** herein and thus appointed the **Developer** herein as the Attorney of the **TARUSH MANAGEMENT PVT LTD**.

**AND WHEREAS** by the **Development Agreement Being No. 02118 for the year 2015**, duly registered on **20.02.2015** in the office of the DSR – III, Barasat and recorded in Book No. 1, CD Volume no. 5, at pages 2951 to 2976 made between the **MEGENTA DISTRIBUTORS PVT. LTD** and **Developer**, the **Developer** agreed to develop the said land more fully described in the **Schedule 'A'** hereunder written by making construction of a new **Multistoried Building** thereon consisting of several numbers of flat, shops, garages according with the building plan to be sanctioned and approved by the competent authority.

**AND WHEREAS** after execution of the aforesaid **Development Agreement** by and between the **MEGENTA DISTRIBUTORS PVT. LTD.** and **Developer** herein the **MEGENTA DISTRIBUTORS PVT. LTD.** made and executed a **Power of Attorney Being No. 02131 for the year 2015**, duly registered on **20.02.2015** in the office of the DSR – III, Barasat and recorded in Book No. 1, CD Volume no. 5, at pages 3157 to 3167 in favour of the **Developer** herein and thus appointed the **Developer** herein as the Attorney of the **MEGENTA DISTRIBUTORS PVT. LTD**.

**AND WHEREAS** the **Developer** herein with a view to develop the said land by way of construction consists of numbers of flat, in the **Multistoried building**, formulated scheme and necessary plans and specification for the purpose of construction of the said apartment building which has been sanctioned and approved by the competent authority.

**AND WHEREAS** under the aforesaid **Development Agreement** the **MEGENTA DISTRIBUTORS PVT. LTD** and **TARUSH MANAGEMENT PVT LTD** specifically granted right to the **Developer** to enter into Agreement for sale of Flat or portion of the building and further more by a separate **Power of Attorney** executed immediately after the execution of the said **Development Agreement**, the **MEGENTA**

**DISTRIBUTORS PVT. LTD** and **TARUSH MANAGEMENT PVT LTD** authorize the **Developer** to sell and transfer all the flats and portion of the building and enter into all contracts and agreement in connection thereof to any intending Purchaser or Purchasers save and except the allocated portion of the **MEGENTA DISTRIBUTORS PVT. LTD** and **TARUSH MANAGEMENT PVT LTD** in terms of the **Development Agreement** both dated **18.06.2014** and **20.02.2015**.

**AND WHEREAS** by the **Development Agreement** both dated **18.06.2014** and **20.02.2015** the **Developer** have been empowered to build the proposed building upon the said land in accordance with the sanctioned plan or enter into any contract or agreement with the intending Purchaser/s or take advance from the said intending Purchaser/s against the respective unit and also **Developer** have been empowered to collect the consideration money from the sale of **Developer's allocation** from the intending Purchaser/s and issue money receipt in **its** own name and moreover take advance of consideration money from the intending Purchaser/s for **Developer's allocation**.

**AND WHEREAS** by virtue of the said **Development Agreement** and vested power the **Developer** has taken delivery of peaceful and khas possession of the land as specifically mentioned in the **Schedule 'A'** hereunder written.

**AND WHEREAS** on being empowered and authorized by the Directors of the **MEGENTA DISTRIBUTORS PVT. LTD** and **TARUSH MANAGEMENT PVT LTD**, the **Developer** started construction of the said proposed building upon the said land as per **Plan** sanctioned and approved by the **Zila Parishad, 24 Parganas (N)**. District Engineer on 26.04.2018 and sanctioned by the Pradhan, **Falti Beliaghata Gram Panchyat** on 21.05.2018..

**AND WHEREAS** Subsequent to the commencement of the Act, the **Developer** has registered the Project under the provisions of the Act with the West Bengal Housing Industry Regulatory Authority at North 24 Parganas under registration no. ----- issued by the authority in response to its Application dated -----.

**AND WHEREAS** the residential **Flat being no.** , on the **floor,** **side,** which is a part of the said Complex named **Ushali Amar Thikana**, the said Cluster is constructed at **Mouza-Dugdia** and **Mouza - Paltadanga**, J.L. No. 160 & 163, under **Falti Beliaghata Gram Panchyat, Police Station** : Barasat (old), **Sashan (new)**, District-North 24-Parganas, Pin Code - 743423, measuring more or less **sq. ft.** Super built up area (comprising of Plinth area which also includes proportionate staircase and lobby, tanks and 25% over and above the plinth area for open space, boundary, drain etc.) consisting of 3 Bed Room, 1 Drawing cum Dining Space, 1 open Kitchen, 2 Toilets and 1 Balcony with **Vitrified Tiles flooring** and **Lift facility** of the **Multistoried Building** more fully described in the **Schedule 'D' (PART I)**, hereinafter referred to as the said "residential **Flat**" at or for the consideration of **Rs.** only and one **Car Parking Space no.** measuring **Sq. ft.** more or less on the **Ground Floor** more fully described in the **Schedule 'D' (PART II)**, "hereinafter referred to as the said **Car Parking Space**" at or for the consideration of **Rs.** /- only more fully described in the **Schedule 'D'**, "hereinafter referred to as the said residential **Flat** and **Car Parking Space**" and along with the undivided proportionate share of land more fully described in the **Schedule 'C'**, including all rights to use as common service - areas and common parts / Amenities of the said building, more fully described in the **Schedule 'E' & 'F'** respectively, as per provisions of the West Bengal Apartments Ownership Act, 1972 at or for the consideration of **Rs.** only.

**AND WHEREAS** the **Purchasers** have taken inspection of the title deed, sanctioned plan and all other relevant documents including layout as aforesaid and have made all necessary searches and are fully satisfied with the plan and marketable title of the Owner's land and the **Purchasers** having been spontaneously agreed not to raise any objection and / or make any other query with regard thereto and having been satisfied

and considering the price and / or consideration of the aforesaid residential **Flat** being the fair market price and the **Purchasers** approached the **Developer / Confirming Party** for purchase of the mentioned residential **Flat** at or for the consideration of **Rs.** only.

**AND WHEREAS** the **Developer / Confirming Party** doth hereby undertake, confirm and assure unto the **Purchasers** that the said **Flat** agreed to be purchased together with the proportionate land more fully described in the **Schedule 'E' & 'F'** respectively, is free from all encumbrances including mortgage, charge, lien and attachment whatsoever and that the **Developer / Confirming Party** have and still have full and absolute power to transfer, convey and deliver ownership and physical possession of the said **Flat** more fully described in **Schedule 'D'** written hereunder in favour of the **Purchasers**.

**AND WHEREAS** at the request of the **Purchaser**, the **Developer / Confirming Party** herein agreed to sell, transfer and convey the undivided importable proportionate share in the land comprise in the said Premises and attributable to the said residential **Flat** measuring more or less **Sq. ft.** more or less according to the terms and conditions hereinafter written.

**NOW THIS AGREEMENT WITNESSETH AS FOLLOWS :-**

**1).** The **Developer / Confirming Party** shall sell and the **Purchaser** shall purchase a residential the residential **Flat being no.** , on the **floor,** **side,** which is a part of the said Complex named **Ushali Amar Thikana**, the said Cluster is constructed at **Mouza-Dugdia** and **Mouza - Paltadanga**, J.L. No. 160 & 163, under **Falti Beliaghata Gram Panchyat, Police Station : Barasat (old), Sashan (new),** District-North 24-Parganas, Pin Code - 743423, measuring more or less **sq. ft.** Super built up area (comprising of Plinth area which also includes proportionate staircase and lobby, tanks and 25% over and above the plinth area for open space, boundary, drain etc.) consisting of 3 Bed Room, 1 Drawing cum Dining Space, 1 open Kitchen, 2 Toilets and 1 Balcony with **Vitrified Tiles flooring** and **Lift facility** of the **Multistoried Building** more fully described in the **Schedule 'D' (PART I)**, hereinafter referred to as the said "residential **Flat**" at or for the consideration of **Rs.** only and one **Car Parking Space no.** measuring **Sq. ft.** more or less on the **Ground Floor** more fully described in the **Schedule 'D' (PART II)**, "hereinafter referred to as the said **Car Parking Space**" at or for the consideration of **Rs.** /- only more fully described in the **Schedule 'D'**, "hereinafter referred to as the said residential **Flat** and **Car Parking Space**" and along with the undivided proportionate share of land more fully described in the **Schedule 'C'**, including all rights to use as common service - areas and common parts / Amenities of the said building, more fully described in the **Schedule 'E' & 'F'** respectively, as per provisions of the West Bengal Apartments Ownership Act, 1972 at or for the consideration of **Rs.** Only.

**2).** That the **Purchasers** paid to the **Developer / Confirming Party** on or before the execution of this Agreement a sum of **Rs.** only as per Memo below by way of part payment of the consideration amount (the receipt whereof the **Developer / Confirming Party** hereby admits, acknowledges and confirms and the remaining sum of **Rs.** only shall be paid by the **Purchasers** to the **Developer / Confirming Party** at the time of registration as per **Schedule 'E'** written hereunder. Time is the essence of this Agreement.

**3).** That on receiving the full consideration money of the said residential **Flat** and **Car Parking Space** and all costs of the extra work (if any) from the said **Purchaser**, the **Developer / Confirming Party** shall execute a Deed of Conveyance of the aforesaid residential **Flat** at in the name of the said **Purchasers** and handover the physical and habitable possession of the said residential **Flat** and **Car Parking Space** to the

**Purchasers.** All registration cost of the said residential **Flat** and **Car Parking Space** will be borne by the **Purchasers**.

4). If the **Purchasers** fail to pay the balance as agreed as per **Schedule 'E'** in that case the **Purchasers** shall be liable to pay compound interest @ 2% (two per cent) per month from the date of default / from the due date till the date of payment. If despite all that, the Purchaser/s fails/ neglects / refuses to pay the payment the **Developer / Confirming Party** shall cancel this Agreement and may forfeit 10% of the advance money paid by the **Purchasers** in this Agreement and the **Developer / Confirming Party** shall sell the said residential **Flat** and **Car Parking Space** to any person or persons and for this the **Purchasers** shall not raise any objection for the same.

5). That the **Purchasers** may transfer the said residential **Flat** by way of mortgage or Gift or Sale or in any way whatsoever after paying the full consideration amount of the said residential **Flat** and **Car Parking Space** to the **Developer / Confirming Party** and also after registration of the said residential **Flat** and **Car Parking Space** in the name of the **Purchasers**. Unless the Conveyance Deed is executed in favour of the **Purchasers** or the total consideration is paid to the owners, the **Purchasers** shall not transfer, mortgage or sub – let the possession of the said unit or any part thereof except with the permission of the **Developer / Confirming Party** in writing.

6). That the **Purchasers** pay all expenses for the documents whichever necessary for **their** personal requirement such as Government Pleader Certificate for Non-encumbrances, for valuation Certificate, Search Report from Advocate etc.

7). That the **Purchasers** shall pay to the **Developer / Confirming Party** the maintenance charges within seventh day according to the English Calendar @Rs. 1 per sq. ft. of the said building per month from the date of delivery of possession or receive the letter of possession of the said residential **Flat** and **Car Parking Space** from the **Developer / Confirming Party** whichever is earlier till the formation of the flat Owner's Association. The said charges will be fixed by the **Developer / Confirming Party**.

8). That the **Purchasers** shall pay the Panchyat taxes of the said building proportionately from the date of receipt the possession letter from the **Developer / Confirming Party**.

9). Super built up area making total Super built up area of **sq. ft.,** comprising of plinth area which also includes proportionate staircase and lobby, tanks and 25% over and above the plinth area for open space, boundary, drain etc. (hereinafter collectively called as the "said unit") In the said building being erected on the said property approached the Owner and obtained all the relevant papers and documents in connection with the said property and building).

10). That work must be completed and the residential **Flat** and **Car Parking Space** will be handed over within **December, 2021**. The **Purchaser** shall not claim any damages for the delay if any for any reasons whatsoever including that due to non - availability of cement, steel or other building materials supply and electric Sub-Station Electric and / or Power connection from competent Authority drainage construction and labour troubles and subject to force majeure including any act of God and such as earthquake, floods or any other natural calamity and any restriction of Government Municipal Authority or other Public Authorities or any cause beyond the control of the **Developer / Confirming Party**.

11). That the **Developer / Confirming Party** may construct a further storey on the said building if approved by the competent authority and in that case the proportionate share of undivided land of the **Purchasers** will be less and for this the **Purchaser** shall not claim anything from the **Developer / Confirming Party**.

12). That **Developer / Confirming Party** will be the owner of the top roof of the proposed building and the **Owner / Purchaser** shall enjoy ultimate top roof are as and when necessary.

13). That the **Purchasers** shall pay the cost proportionately to the **Developer / Confirming Party** for installations of New Electric Service line excluding cost of Electric meter.

14). The area of the residential **Flat** may be increase from 20 Sq. ft. to 50 Sq. ft. more or less and the **Purchaser** must accept the same and shall pay the cost of the said access area to the **Developer / Confirming Party**.

15). If at the time of measurement it is found that the area of the residential **Flat** and **Car Parking Space** increased in that case the **Purchasers** shall pay the said access area as per agreement on the other hand if the measurement of the residential **Flat** and **Car Parking Space** are found decreased as shown in this Agreement in that case the **Developer / Confirming Party** shall refund the amount of decreased area which will be calculated as per agreement, if any, before Registration.

16). The said complex shall be known as **Ushali Amar Thikana**, the said Cluster is constructed at **Mouza-Dugdia** and **Mouza - Paltadanga**, J.L. No. 160 & 163, under **Falti Beliaghata Gram Panchyat, Police Station : Barasat (old), Sashan (new)**, District-North 24-Parganas, Pin Code - 743423. The **Purchasers** or the residential **Flat Owners** and / or the **Association** shall not be entitled to change the said name under any circumstances whatsoever.

17). The **Purchasers** shall not raise any objection or interruption to the construction and / or completion of the construction of the said building or any part of portion thereof of the said premises and shall not claim any parts of the said premises and shall not claim any right whatsoever or howsoever on the neighboring or adjacent units / constructed portions and hereby further agrees that the said unit shall be completed by or through the **Developer / Confirming Party** and by nobody else.

18). After possession of the said unit is taken over by the **Purchasers**, they shall not be entitled to raise any dispute against or claim any amount from the **Developer / Confirming Party** on account of any constructional defect in the said unit or in the building.

19). That the Agreement for Sale and Deed of Conveyance shall be prepared by the Advocate Mr. Swapnadip Das, Chamber – Temple Chamber, 6, Old Post Office Street, Gr. Floor, Room No. 56, Kolkata - 700 001) and the registration charges and all other expenses i.e. 1% of the market value determined by the concerned Registry Office should be deposited by the **Purchasers** to the **Developer** direct.

20). Any dispute or difference amongst or between any of the parties hereto arising out of and / or relating to and / or connected with the said residential **Flat** and / or the Memorandum of any term or condition herein contained and / or relating to interpretation thereof shall be referred to the Arbitration of a sole Arbitrator to be appointed by the **Owner's / Developer's** Advocate. Any fresh or new appointment of an Arbitrator that may be necessary shall also be made by the **Owner's / Developer's** Advocate. The Arbitration shall be held at Kolkata. The parties have agreed that the sole Arbitrator shall have summary powers and may make interim orders and Awards and / or Non-speaking Awards, whether interim or final. The Award / Awards made by the Arbitrator shall be final and the parties agree to be bound by the same. Subject to the above, the arbitration shall be in accordance with the Arbitration and Cancellation Act, 1996 as amended from time to time.

21). The **Purchasers** shall keep a sum of **Rs.5,000/- (Five Thousand only)** with the **Developer / Confirming Party** as Security money for observing and performing the covenants as to the outgoing and maintenance. This deposit shall not bear any interest and shall be refunded to the Unit **Developers / Association** of the building after its formation.

22). The original documents of the title of the property shall remain in the custody of the **Developer / Confirming Party** and shall be produced before the **Purchasers** for verifying the genuineness of title to the said property.

**23).** Each Parking Space owner shall co-operate with the other car owners for the sake of convenience and on demand hand over the keys of their respective vehicle to the persons/driver of any owner having **his / her / their** car parked at the back side. Further, it will be responsibility of the person demanding the keys to get the keys from the place of the other person whose car has blocked the egress and return the same after taking out **his / her / their** vehicle.

**24).** In the event of any cheque for any amount issued by the **Purchasers** being returned dishonored for any reason whatsoever, the **Purchasers** shall be liable to pay a fine of Rs.500/- (Rupees five hundred only) for every such cheque that is dishonored, in addition to making payment of the amount of the cheque with interest thereon. This shall be without prejudice to the legal rights of the Developer under law (including the Negotiable instruments Act, 1881) as also the other rights of the **Developer / Confirming Party** under this Memorandum.

**25).** If physical possession is taken by the **Purchasers** after payment of the Agreed Consideration, Additional Payments. Deposits and other amounts and thereafter the **Purchasers** in any manner delays the execution of the Deed of Conveyance beyond 15(Fifteen) days from the date of notice by the **Developer / Confirming Party**, then the **Purchasers** shall be liable to pay a penalty of Rs. 5, 000/- (Rupees Five thousand only) per month for the period of delay. Such liability shall be in addition to and without prejudice to the other liabilities of the **Purchasers** as also the other rights of the **Developer / Confirming Party**, under other provisions of this Memorandum. If such delay continues for 6 (Six) month, then in that event the **Developer / Confirming Party** shall be entitled to cancel/terminate the Memorandum/Allotment.

**26).** Besides the aforesaid rights the **Developer / Confirming Party** shall also be entitled to any other right to which the **Developer / Confirming Party** may be entitled to in law by reason of any default or breach on the part of the **Purchaser**.

**27).** **Purchasers** shall pay a sum of **Rs. 50,000/- (Rupees Fifty Thousand)** only to the **Developer / Confirming Party** for installations of New (**Transformer**) Electric Service line including cost of Transformer and the **Purchaser** shall also pay a sum of **Rs. 30,000/- (Rupees Thirty Thousand)** only to the **Developer / Confirming Party** for installations **Generator** for the said unit. **Purchasers** shall pay to the concerned Electricity department for installation of **their** individual electric meter.

#### **OWNERS / DEVELOPER COVENANT**

**AND WHEREAS** the **Owner / Developer / Confirming Party** herein do hereby undertakes, confirms and assures the **Purchasers** and covenant as under :-

- a). that the **Owner / Developer / Confirming Party** are the absolute owner of the property and is lawfully entitled to convey and transfer this property unto the **Purchasers**;
- b). that no right of easement of any kind is available to any other person or persons in respect of the use and the enjoyment of the said property;
- c). that the said property is free from all encumbrances, attachments and other charges and that all rates and taxes due in respect thereof have been paid up to the date of sale and in the event of any encumbrance or public charges aforesaid are or is hereafter found to be due in respect of the same, the vendor shall forthwith pay the same to the appropriate authorities.

#### **PURCHASER'S COVENANT**

At or before the execution of this Agreement the **Purchaser** alia the following and have fully satisfied themselves with the following :-

- a) The title of **Owner** in respect of the said premises.



- b)** The construction made in the said premises.
- c)** Covered Area and the Super built up area of the said residential **Flat**, as may be certified by the Architect.
- d)** The Specification and Common Portions of the Project.
- e)** The use of the open space, front space, open or covered or covered stack area and area for other user.
- f)** The right of the other space Owners/Occupants/Flat Owners in the said building.
- g)** Liability of the **Purchasers** to pay and bear the common expenses and other outgoings in respect of the premises proportionately and the said unit wholly.
- h)** The plan, elevation, structural stability of the said building.
- i)** The workmanship and materials used in the construction of the new building at the said premises.
- j)** To observe and perform the rules regulations restrictions from time to time in force for the use and management of the building and in particular the common areas and installations.
- k)** Co - operate - with the **Developer / Confirming Party** in the management and maintenance of the premises and formation of the association.
- l)** To allow the **Developer / Confirming Party** and with or without workmen to enter into the said unit at all reasonable times for construction and completion of the building and the common purpose and to view and examine the costs and conditions thereof.
- m)** To use the said residential **Flat** and **Car Parking Space** only for the purpose it is constructed unless otherwise permitted by the **Developer / Confirming Party** or by the association after it is formed.
- n)** Not to put a name plate or letter box or neosign board in the common areas on the outside of the building save at the place be approved or provided by the **Developer / Confirming Party** provided however that nothing contained herein shall prevent the **Purchasers** from putting the name plate outside the main gate of the said residential **Flat** and **Car Parking Space**.
- o)** Not to decorate the exterior of the building outside than in the manner agreed by the **Owner / Developer / Confirming Party** in writing or in the manner as near as may be in which it was previously decorated.
- p)** Not to deposit or throw or permit to be deposited any rubbish or refuse or waste in the staircase landing lobby or any other common areas of the building.
- q)** Not to allow or permit to be allowed to store any goods articles or things in the staircase landings lobby or other areas of the building.
- r)** Not to commit or permit to be committed any alteration or changes in pipes conducts and other fixtures and fittings services of the building and the said unit.
- s)** To use and enjoy the common areas and installations only to the extent required for ingress to and egress from the said unit with materials and utilities.
- t)** Upon being required by the **Developer / Confirming Party**, the **Purchasers** shall immediately apply for separate electric meter or electricity connection for and in respect of the said residential **Flat** and **Car Parking Space** and until the same is obtained, the **Developer / Confirming Party** shall provide or cause to be provided reasonable quantum of electricity from its own arrangement and install electric sub meter at the said residential **Flat** and **Car Parking Space** and the **Purchasers** shall pay all charges for electricity and other utilities consumed relating to the said unit.
- u)** To pay Panchyat and all other rates taxes and impositions in respect of the said building and the premises proportionately and the said unit wholly. It is being clarified so long the said unit is separately assessed by the Panchyat authorities the **Purchasers** have to deposit the amount reasonably required by

the **Developer / Confirming Party** towards the **Purchasers** liability for such rates taxes and impositions (after taking possession).

**v)** To pay for electricity and other utilities consumed in or relating to the said unit.

**w)** Not to keep any inflammable goods in the said unit except cooking Gas.

**x)** Not to raise any objection in respect of amenities / facilities provided by the **Developer / Confirming Party** in the said building Complex.

**y)** The **Purchasers** undertake and covenants with the **Developer / Confirming Party** not to raise any requisition or objection regarding the building and also installation of Transformer because it is depending on the time schedule framed by concerned Governing Body (WBSEDCL).

#### **PURCHASER'S INDEMNITY**

**a)** The proportionate share of the **Purchasers** in various matter referred herein shall be such as be determined by the **Developer / Confirming Party** and **Purchasers** shall be bound to accept the same notwithstanding the minor variations therein.

**b)** The undivided share in the premises and the common areas and installations shall be worked out on the basis of the proportion of the super built up area. The said unit to the entire building. Incase the **Developer / Confirming Party** construct or cause to be constructed more area or less than that planned by the **Developer / Confirming Party** then in such event the undivided share of the **Purchasers** in the land comprised in the premises and also in the common areas and installations may be increased or reduced slightly and the **Purchasers** right shall not be affected by such variation in the share of the land and the common areas and installations.

#### **FORCE MAJURE**

In the event of any delay by the **Developer / Confirming Party** any of **its** obligations herein due to Force Majure or reasons beyond the control or reasonable estimation of any of the **Developer / Confirming Party**, then in that event the time for relevant matter shall stand suitably extended. The **Developer / Confirming Party** shall not be liable for refund or for any interest or damages in case of delay, if any.

Force Majeure shall include natural calamities, Act of God, flood, tidal waves, earthquake, riot, war, storm, tempest, fire, civil commotion, air raid, strikes, (including by contractor/construction agencies), lockout, transport strike, notice or prohibitory order from Municipal Corporation or any other statutory body or any Court, Receiver, Government Regulations, amendment in any municipal or other rules, laws or policies affecting or likely to affect the Project or any part or portion thereof, shortage of Essential Commodities and/or any circumstances beyond the control or reasonable estimation of the **Developer / Confirming Party**.

#### **SCHEDULE "A" ABOVE REFERRED TO (Description of the Land and Property)**

**ALL THAT** piece and parcel of **Housing Complex** Land measuring about **82.90 Katha** comprised in part / portion of R.S. / L.R. Dag nos. **174, 175, 176, 177, 178, 63/971, 63/972 and R.S. Khatian nos. 5, 27, 28, 43, 77, 85, 105, 130, 385, 416, 503, 590, 694, 697, 698, 699, 700, 909, 1375 and L.R. Lhatian no. 760, 1288** be a little or more or less lying and situate at **Mouza - Dugdiala and Mouza - Paltadanga**, J.L. Nos. 160, 162 and 163, under **Falti Beliaghata Gram Panchyat, Police Station : Barasat II (old), Sashan (new)**, Pin Code - 743423, District-North 24-Parganas, West Bengal together with all common passage easementary right etc.

**Butted and bounded by :-**

ON THE NORTH	Sondalia station
--------------	------------------

ON THE SOUTH	<b>Rajarhat Kharibari Road</b>
ON THE EAST	Sashan Police Station
ON THE WEST	Barasat Station

**(Flat hereby conveyed)**

**PART – I**

**ALL THAT** a Flat being no. , on the floor, side, which is a part of the said Complex named **Ushali Amar Thikana**, the said Cluster is constructed at **Mouza-Dugdha** and **Mouza - Paltadanga**, J.L. Nos. 160, 162 and 163, under **Falti Beliaghata Gram Panchyat, Police Station : Barasat (old), Sashan (new)**, District-North 24-Parganas, Pin Code - 743423, measuring more or less sq. ft. Super built up area (comprising of Plinth area which also includes proportionate staircase and lobby, tanks and 25% over and above the plinth area for open space, boundary, drain etc.) consisting of 3 Bed Room, 1 Drawing cum Dining Space, 1 open Kitchen, 2 Toilets and 1 Balcony with **Vitrified Tiles flooring** and **Lift facility** of the **G+4 storied building** and with proportionate share of land and together with common parts and portions of the said more fully and particularly described in the **Schedule 'A' & 'D'** hereinabove written.

**AND**

**PART – II**

**ALL THAT** one **Car Parking Space** on the **Ground Floor** measuring more or less **135 sq. ft. (Approx One Hundred and Thirty Five)**.

**THE SCHEDULE 'C' ABOVE REFERRED TO**  
**(Construction and finishing Specification)**

Foundation	R.C.C. Pile Foundation
Super Structure	Earthquake Resistant Reinforced Cement Concrete Framed Structure with Brickwork infill.
Grade of Concrete	a) All reinforced Concrete works shall conform a minimum grade of M25. b) Lean Concrete used in mud matt or other places such as foundation base or flooring shall conform to M10 with nominal mix of 1:3:6 using jhama khoa.
Masonry Works	a) All external walls will be 250 mm thick of First Class Brick masonry with first class brick cement mortar 1:6 and Anti Fungal External Grade Paint. b) All internal walls will be 125 mm thick of First Class Brick masonry in cement mortar 1:4 as per Architect's Design. Plaster of paris/Putty finish over plastered surface.
Flooring	<ul style="list-style-type: none"> <li>• Living, Dining, Bed Rooms and Internal passage : 24"x24" vitrified Tiles.</li> <li>• Kitchen, Toilets, Balconies, Common Lobby and Staircase : 12" x 12"</li> <li>• Antiskid Ceramic Tiles.</li> <li>• Kitchen Counter : Pre-polished Green Marble Slab.</li> </ul>
Dado	<ul style="list-style-type: none"> <li>• Toilets : 8" x 12" Glazed Tiles upto 7' height.</li> <li>• Kitchen : 8"x12" Glazed Tiles upto 2' height over Kitchen Counter.</li> </ul>
Doors	<ul style="list-style-type: none"> <li>• Main Doors to Tenement : 35mm thick Flush door of standard makes with veneer finish with 4"x2.5" frame as per Architect's Design.</li> <li>• All other Internal Doors : 32mm thick water proof Flush</li> </ul>

	<p>Door of standard makes with 4"x2.5" frame as per Architect's Design.</p> <ul style="list-style-type: none"> <li>• All Toilet Doors : PVC shutter makes with 4"x2.5" wooden frame as per Architect's Design.</li> <li>• Balcony Door : Power coated Aluminium Sliding door as per Architectural drawing.</li> </ul>
Windows & Railings	<ul style="list-style-type: none"> <li>• Aluminium Sliding Window/Louvers.</li> <li>• Balcony and Staircase : Mild Steel Ralling as per design coated with Enamel Point.</li> </ul>
Sanitary & Plumbing	<ul style="list-style-type: none"> <li>• Water Supply : Concealed GL Water Pipes.</li> <li>• Sewerage &amp; Drainage : PVC Soil and Waste Pipes.</li> <li>• Toilet Fixtures : White Ceramic Basin and Euripean/Indian Style WC with PVC Cistern.</li> <li>• Taps &amp; Fittings : Standard Chromium Plated.</li> <li>• Kitchen sink : Stainless Steel</li> </ul>
Electrical	<ul style="list-style-type: none"> <li>• Wiring : Conceled conduit with FRLS Copper Wires.</li> <li>• Switches : White Colour Semi Moduler Type Switches</li> <li>• Light &amp; Fan Points : Standrad Numbers along with Foot.</li> <li>• TV Points : In living Hall</li> <li>• Telephone Point : In Living Hall</li> <li>• AC Point : In master Bedroom</li> <li>• Microoven, water Purifier, Washing machine and Chimney Points.</li> </ul>

**THE SCHEDULE 'D' ABOVE REFERRED TO**  
**COMMON AREAS COMMON TO THE CO-OWNER**  
**(Common Portions)**

ALL open spaces, corridors, hallways, Premises, stairways, internal and external passages, passage-ways, lobbies, entrance, exists/gates, garden, watch towers, shafts/ducts, drains, sewers, pits, pump house, overhead water tank, water pump and motor, drive-ways, pathways, walkways, common lavatories, Generator for common services, transformer, sewerage treatment plant, fire Fighting systems, common lighting systems and infrastructure, recreation areas, clubs facilities, other amenities and other facilities in the Project which may be provided by the Developer and required for establishment, location, enjoyment, provisions, maintenance and/or management of the Project as are mentioned in the Schedule hereunder written.

**(Common Areas & Amenities)**

1. Water supply arrangement.
2. Water pump/s and motor/s.
3. Central drainage and sewage pipeline and connection with Municipality, if available.
4. Wiring, fittings and accessories for lighting of common portions of the said complex.
5. Installations for receiving and distributing electricity from supply agency.
6. Boundary walls and main gates of the said complex.
7. Internal Roads and walkways within the said complex.
8. Community Hall, Gym. Swimming Pool, Kids Pool, Children's Tot Lot, Jogger's Track, Open Amphitheater, Water Theme Park, Club, Play Room, Golf Course, Cricket Net Practice area, Lawn Tennis area.

**(Common Service Area)**

1. **MAINTENACE** : All expenses for maintaining white washing painting repairing renovating and replacing the common areas and installations including the other walls

of the building.

**2. OPERATION** : All expenses for running and operating all machinery equipments and installations comprised in the common areas and installations including water pump with motor and including the costs or repairing renovating and replacing the same.

**3. STAFF** : The salaries and all other expenses of the staff to be employed for the common purpose including their bonus and other emoluments and benefits.

**4. ASSOCIATION** : Establishment and all other expenses of the Association including its formation office establishment and miscellaneous expenses.

**5. RESERVES** : All creating of fund for replacement renovation and / or other periodic expenses.

**6. OTHERS** : All other expenses and outgoings including litigation expenses as are incurred by the Owners and or the Association for the common purpose.

**7. INSURANCE** : Insurance premium, if any, for insuring the building against any damage due to earthquake, fire, lightening, Civil commotion, etc.

**THE SCHEDULE 'E' ABOVE REFERRED TO**  
**PAYMENT SCHEDULE**

**Part-I**

The total consideration of the said residential **Flat** and **Car Parking Space** are fixed and settled by the parties for a sum of **Rs.**

**(Rupees**

**) only** which is to be paid by the **Purchasers** to the **Developer** on or before the execution of these presents.

**Additional Payments payable wholly by the Purchaser**

**Part-II**

**(a).** Sales tax, service tax, GST, works contract tax, VAT, betterment and / or development charges and any other tax, duty, levy or charge that may be applicable, imposed or charged, if any, in connection with transfer of the said Flat / Unit.

**(b).** Stamp duty, registration fee and all other taxes, levy, miscellaneous and other allied expenses relating to the Memorandum, the Deed of Conveyance and all other papers and documents that may be executed and / or registered relating to the said Flat / Unit as also the additional stamp duty, additional registration fee, penalty, interest or any other levy, if any, that may be imposed or payable in this regard at any time.

**(c).** Charges levied by the **Developer** for any additional or extra work done including demolition or any additional amenity or facility provided or any change, additions, alternations or variation made in the said **Flat** and **Car Parking Space** including the costs, charges and expenses for revision of the Plans to the extent if relates to such charges, additions, alterations or variation.

**(d).** SUCH other expenses including printing and stationary as also additional litigation expenses incurred in respect of any dispute with the Municipality, Corporation, Improvement Trust or any other legal authority or the government and with Insurance Company in relating to the same as deemed By the Vendors or the Committee entrusted with the management and upkeep of the said Building.

**(e).** The expenses of maintaining, repairing, replacing, redecorating etc. of the main structure and in particular the gutters and rain water pipes of the building water pipes, sewers line and electric wires in under or upon the building and enjoyed or used by the **Purchasers** in common with the vendor and other occupiers of the other flats and main entrance, passages, landings and staircases, roof of the building as enjoyed by the **Purchasers** or used by his in common as aforesaid and the boundary walls of the building and compound etc. The cost of cleaning and lighting the passage, landing

stair case and other parts of the building enjoyed or used by the purchaser in common as aforesaid.

**(f).** The costs of maintaining and decorating the exterior of the building.

**(g).** The costs and expenses for running operations and maintaining water pump, electric motors etc.

**(h).** The salaries of the clerks, chowkidars, sweepers, mistry and caretakers etc.

**(i).** The costs of working and maintenance of other lights and services charges.

**(j).** The proportionate rates and outgoings in respect of the said **Flat** and **Car Parking Space** which are otherwise to be borne and paid by its owners.

**(k).** Maintenance of regular water supply to the flats.

**(l).** Security Deposit & Service charges for sanction of new and separate electric meter from CESC Ltd. in the name of the Purchaser.

**(m).** Formation of the Association for the Common Purpose.

**IN WITNESS WHEREOF** the Parties have hereunder set and subscribed their hands and seal on the day, month and year first above written.

**SIGNED, SEALED & DELIVERED**

By the **parties** at KOLKATA

In the presence of :-

1.

2.

**MACWEL INFOSYSTEMS PVT. LTD.** hereinafter called the  
"DEVELOPER" represented by its director **Mr. HRUDA  
NANDA DUTTA** As constituted Attorney on and for behalf  
of **MEGENTA DISTRIBUTORS PVT. LTD.** and **TARUSH  
MANAGEMENT PVT. LTD.** Vendors herein

-----  
Signature of the **VENDOR**

-----  
Signature of the **DEVELOPER/  
CONFIRMING PARTY**

-----  
Signature of the **PURCHASERS**

**Read over, Explained, Drafted  
& Prepared By me as per documents  
and information supplied to me :-**

**Sri. Swapnadip Das,**  
Advocate.  
6, Old Post Office Street,  
Gr. Floor, Room No. 56

Kolkata - 700 001  
 ☎ 9830168651 ☎  
 ☎ (033) 22481990 ☎  
 E.Mail : swapnadip\_das@ yahoo.com  
**Enrolment no. WB/1782/02**

*Memo of consideration*

**MACWEL INFOSYSTEMS PVT. LTD.** hereinafter called the “**DEVELOPER**” represented by its director **Mr. HRUDA NANDA DUTTA**, hereby received of and from the within named **Purchaser/s, (1).** \_\_\_\_\_ and **(2).** \_\_\_\_\_, within mentioned sum of **Rs.** \_\_\_\_\_ **/- (Rupees** \_\_\_\_\_ **)** only as advance or earnest money as per this Agreement as per Memo below :-

<b>Sl. no.</b>	<b>Dated</b>	<b>Mode of Payment</b>	<b>Amount (Rs)</b>
<b>1.</b>			
<b>2.</b>			
<b>3.</b>			
<b>4.</b>			
<b>5.</b>			
<b>6.</b>			
<b>7.</b>			
<b>8.</b>			
<b>9.</b>			
<b>10.</b>			

**Total : Rs.** \_\_\_\_\_ **(Rupees**  
 \_\_\_\_\_ **)** only.

**SIGNED, SEALED & DELIVERED**  
**at KOLKATA In the presence of :-**

1.

2.

-----  
 Signature of the **DEVELOPER /**



