

### **DRAFT AGREEMENT**

THIS AGREEMENT made this the            day of            TWO THOUSAND AND TWENTY-SIX.

### **BETWEEN**

**1. SRI NIKHIL CHANDRA MONDAL, (Having PAN CEBPM25N, AADHAAR NO. 3675 5775 5532),** son of Late Panchulal Mondal, by faith – Hindu, by nationality – Indian, by occupation – ....., residing at Makhal Paschim Para, Opposite at Samabay Pathagar, P.O. – Rabindranagar, P.S. – Dum Dum, Kolkata – 700065, North 24 Parganas, West Bengal **AND 2. SMT. KAMALA BALA MONDAL, (Having PAN BDLPM0003N, AADHAAR NO. 4880 0445 7878),** wife of Late Birendra Nath Mondal, by faith – Hindu, by nationality – Indian, by occupation –

....., residing at Makhal Paschim Para, Opposite at Samabay Pathagar, P.O. – Rabindranagar, P.S. – Dum Dum, , Kolkata – 700065, North 24 Parganas, West Bengal **AND 3. SRI SUFAL CHANDRA MONDAL, (Having PAN BNCPM1962P, AADHAAR NO. 6659 3227 3011)**, son of Late Manik Lal Mondal, by faith – Hindu, by nationality – Indian, by occupation – ....., residing at Makhal Paschim Para, Opposite at Samabay Pathagar, P.O. – Rabindranagar, P.S. – Dum Dum, Kolkata – 700065, North 24 Parganas, West Bengal, **AND 4. SMT. BULBUL MONDAL, (Having PAN CRRPM7737E, AADHAAR NO. 6676 0798 4326)**, wife of Late Jagannath Mondal, by faith – Hindu, by nationality – Indian, by occupation – ....., residing at Makhal Paschim Para, Opposite at Samabay Pathagar, P.O. – Rabindranagar, P.S. – Dum Dum, , Kolkata – 700065, North 24 Parganas, West Bengal **AND 5. SRI SUMAN MONDAL, (Having PAN CXQPM4369B, AADHAAR NO. 2182 6483 9199)**, son of Late Jagannath Mondal, by faith – Hindu, by nationality – Indian, by occupation – ....., residing at Makhal Paschim Para, Opposite at Samabay Pathagar, P.O. – Rabindranagar, P.S. – Dum Dum, , Kolkata – 700065, North 24 Parganas, West Bengal, **AND 6. SMT. ARCHANA MONDAL, (Having PAN ....., AADHAAR NO. 9008 7000 0187)**, wife of Late Balaram Mondal, by faith – Hindu, by nationality – Indian, by occupation – ....., residing at Makhal Paschim Para, Opposite at Samabay Pathagar, P.O. – Rabindranagar, P.S. – Dum Dum, , Kolkata – 700065, North 24 Parganas, West Bengal, **AND 7. SRI SOUMIK MONDAL, (Having PAN EBTPM924E, AADHAAR NO. 3683 9786 1991)**, son of Late Balaram Mondal, by faith – Hindu, by nationality – Indian, by occupation – ....., residing at Makhal Paschim Para, Opposite at Samabay Pathagar, P.O. – Rabindranagar, P.S. – Dum Dum, , Kolkata – 700065, North 24 Parganas, West Bengal **AND 8. SRI SUSANTA KUMAR MONDAL, (Having PAN ADLPM8215D, AADHAAR NO. 7833 1836 9691)**, son of Late Gobinda Chandra Mondal, by faith – Hindu, by nationality – Indian, by occupation – ....., residing at

Makhal Paschim Para, Opposite at Samabay Pathagar, P.O. – Rabindranagar, P.S.– Dum Dum, , Kolkata – 700065, North 24 Parganas, West Bengal **AND 9. SRI SWAPAN MONDAL, (Having PAN AXMPM3794J, AADHAAR NO. 7090 1472 6780)**, son of Late Gobinda Chandra Mondal, by faith – Hindu, by nationality – Indian, by occupation – ....., residing at Makhal Paschim Para, Opposite at Samabay Pathagar, P.O. – Rabindranagar, P.S. – Dum Dum, , Kolkata – 700065, North 24 Parganas, West Bengal **AND 10. SMT. SUBHADRA MONDAL, (Having PAN EFRPM6483R, AADHAAR NO. 6295 2519 6157)**, daughter of Late Gobinda Chandra Mondal, wife of Sri Kalipada Mondal, by faith – Hindu, by nationality – Indian, by occupation – ....., residing at Village Swetpur, P.O. – Swetpur, P.S. – Deganga, PIN – 743234, North 24 Parganas, West Bengal **AND 11. SMT. SANDHYA MONDAL, (Having PAN BIRPM9336B, AADHAAR NO. 6898 5676 9436)**, daughter of Late Gobinda Chandra Mondal, wife of Sri Jagadish Mondal, by faith – Hindu, by nationality – Indian, by occupation – ....., residing at Makhal, behind Panchabatitala, P.O. – Rabindranagar, P.S. – Dum Dum, , Kolkata – 700065, North 24 Parganas, West Bengal **AND 12. SMT. SUSHAMA ROY, (Having PAN CVXPR8452H, AADHAAR NO. 6755 2328 9117)**, daughter of Late Gobinda Chandra Mondal, by faith – Hindu, by nationality – Indian, by occupation – ....., residing at 138, Sarat Bose Road, P.O. – Subhas Nagar, P.S. – Dum Dum, , Kolkata – 700065, North 24 Parganas, West Bengal **AND 13. MISS RITA MONDAL, (Having PAN AXIPM9934A, AADHAAR NO. 5818 6266 1230)**, daughter of Late Gobinda Chandra Mondal, by faith – Hindu, by nationality – Indian, by occupation – ....., residing at Makhal, Paschim Para, Opposite at Samabay Pathagar, P.O. – Rabindranagar, P.S. – Dum Dum, , Kolkata – 700065, North 24 Parganas, West Bengal **AND 14. SRI DIPANKAR MONDAL, (Having PAN FBCPM9712B, AADHAAR NO. 7955 8584 3042)**, son of Late Birendra Nath Mondal, by faith – Hindu, by nationality – Indian, by occupation – ....., residing at Mathkal Taltala,

near Party Office, P.O. – Rabindranagar, P.S. – Dum Dum, , Kolkata – 700065, North 24 Parganas, West Bengal **AND 15. SRI SUBHANKAR MONDAL, (Having PAN AEPPM1479J, AADHAAR NO. 7118 1038 1268)**, son of Late Birendra Nath Mondal, by faith – Hindu, by nationality – Indian, by occupation – ....., residing at Mathkal Taltala, near Party Office, P.O. – Rabindranagar, P.S. – Dum Dum, , Kolkata – 700065, North 24 Parganas, West Bengal **AND 16. SMT. BIJALI PAL, (Having PAN BJFPP6871H, AADHAAR NO. 7080 1471 5503)**, daughter of Late Birendra Nath Mondal, wife of Sri Ranjit Pal, by faith – Hindu, by nationality – Indian, by occupation – ....., residing at Bankim Pally Das Para, P.O. – Rabindranagar, P.S. – Dum Dum, , Kolkata – 700065, North 24 Parganas, West Bengal **AND 17. SMT. ANJU SARDAR, (Having PAN FPMPS7120R, AADHAAR NO. ....)**, daughter of Late Birendra Nath Mondal, wife of Sri Pravat Sardar, by faith – Hindu, by nationality – Indian, by occupation – ....., residing at Village - Dhamua, P.O. – Mograhat, P.S. – ....., , Kolkata – 700065, North 24 Parganas, West Bengal **AND 18. SMT. NILASHREE MONDAL alias SMT. NILASREE JOYDHAR, (Having PAN CEFPM1562N, AADHAAR NO. 8097 0543 6030)**, daughter of Late Manju Mondal, wife of Sri Nihar Joydhar, by faith – Hindu, by nationality – Indian, by occupation – ....., residing at 118/5, Subhas Nagar Bye Lane, South Dum Dum(M), P.O. – Rabindranagar, P.S. – Dum Dum, , Kolkata – 700065, North 24 Parganas, West Bengal, **SMT. 19. SOMA KARMAKAR, (Having PAN EMMPK7430J, AADHAAR NO. 443928069402)**, Wife of Samir Karmakar, daughter of Late Arabinda Mondal, by faith – Hindu, by nationality – Indian, by occupation – ....., residing at Old Rashkhola Road, Guvtala More, B.D. Sopan, P.O. – B.D. Sopan Khardaha, P.S. – Khardah, , Kolkata – 700116, North 24 Parganas, West Bengal **AND 20. SRI PARTHA MONDAL, (having PAN ARJPM0235F, AADHAAR No. 200355608413)**, son of Late Arabinda Mondal, by faith – Hindu, by

nationality – Indian, by occupation –....., residing at Mathkal Samabay Pathagar, Municipality South Dum Dum, P.O.- Rabindra Nagar, P.S. Dum Dum, Kolkata 700065, North 24 Parganas, West Bengal **AND 21. SMT. KALYANI MONDAL**, (having **PAN BTNPM0998Q, AADHAAR No. 851702684582**), daughter of Late Satish Chandra Mondal, wife of Late Arabinda Mondal, by faith – Hindu, by nationality – Indian, by occupation – ....., residing at Mathkal Samabay Pathagar, Municipality South Dum Dum, P.O.- Rabindra Nagar, P.S. Dum Dum, Kolkata 700065, North 24 Parganas, West Bengal, **AND 22. SMT. KRISHNA MONDAL**, (having **PAN CJSPM3925M, AADHAAR No. 501345172960**), daughter of Late Arabinda Mondal, by faith – Hindu, by nationality – Indian, by occupation –....., residing at AH/36, Talbagan Krisnapur, Rajarhat Gopalpur(M), P.O.- Milanbajar, P.S. Baguiati, Kolkata 700101, North 24 Parganas, West Bengal **AND 23. SMT. SHIBANI DAS**, (having **PAN CJAPD7081F, AADHAAR No. 6740 5835 1649**), wife of Late Arabinda Mondal, by faith – Hindu, by nationality – Indian, by occupation – ....., residing at Karkhana Gali, Kaikhali Chiriamore, Rajarhat Gopalpur(M), P.O.- Narayanpur, P.S. Dum Dum, Kolkata 700136, North 24 Parganas, West Bengal all are represented by their **constituted attorney SRI ATANU KHASNOBISH**, (having **PAN BVAPK7108M, AADHAAR No. 5225 8957 8386**), son of Late Sajal Khasnobish, by faith – Hindu, by nationality – Indian, by occupation – Business, residing at 4B, J. K. Mitra Road, P.O- Belgachia, P.S. Chitpur, Kolkata 700037, North 24 Parganas, West Bengal represented by one of the Director of **Khasnobish Real-estate Private Limited (PAN AAGCK8076R)**, Date of Incorporation 17<sup>th</sup> October 2017 having its registered Office at 4B, J. K. Mitra Road, P.O- Belgachia, P.S. Chitpur, under the Jurisdiction of Kolkata Municipal Corporation, Ward No. 3, Kolkata 700037, North 24 Parganas, West Bengal their constituted attorney hereinafter jointly called and/or referred to as the **LAND OWNERS/VENDORS** [which terms and expression shall unless excluded

by and repugnant to the subject or context deemed to include their respective heirs, executors, administrators, representatives and assigns] of the **FIRST PART.**

**The said Development Powers Were Registered on** 24<sup>th</sup> Day of August, 2021 registered before the ADSR Cossipore Dum Dum Registered in Book No. I, Volume no. 1506-2022 copied in Pages 244630 to 244664 Being Deed no. 08495 for the year 2021 and dated 12<sup>th</sup> December, 2022 registered before the ADSR Cossipore Dum Dum Registered in Book No. I, Volume no. 1506-2022 copied in Pages 543824 to 543862 Being Deed no. 16112 for the year 2022.

**AND**

**KHASNOBISH REAL-ESTATE PRIVATE LIMITED (PAN AAGCK8076R)**, having its registered Office at 4B, J. K. Mitra Road, P.O- Belgachia, P.S. Chitpur, under the Jurisdiction of Kolkata Municipal Corporation, Ward No. 3, Kolkata 700037, North 24 Parganas, West Bengal represented by one of the Director **SRI ATANU KHASNOBISH**, (having **PAN BVAPK7108M, AADHAAR No. 5225 8957 8386**), son of Late Sajal Khasnobish, by faith – Hindu, by nationality – Indian, by occupation – Business, residing at 4B, J. K. Mitra Road, P.O- Belgachia, P.S. Chitpur, Kolkata 700037, North 24 Parganas, West Bengal of hereinafter called/ or referred to as the **DEVELOPER** [which terms and expression shall unless excluded by and repugnant to the subject or context deemed to include its executors, administrators, representatives and assigns at office] of the **SECOND PART.**

**AND**

**SRI/SMT/ .....**, (having **PAN .....**, **AADHAAR No. ....**), son of/ daughter Of / Wife Of ....., by faith – Hindu, by nationality – ....., by occupation – ..... residing at 4B, ....., P.O-

....., P.S. ...., Kolkata ....., North 24 Parganas, hereinafter called/ or referred to as the **PURCHASER/S** [which terms and expression shall unless excluded by and repugnant to the subject or context deemed to include His/Her/Their/ its executors, administrators, legal representatives, successor and assigns at office] of the **THIRD PART.**

### **W H E R E A S:**

**A) The Owners 1. SRI NIKHIL CHANDRA MONDAL, 2. SMT. KAMALA BALA MONDAL, 3. SRI SUFAL CHANDRA MONDAL, 4. SMT. BULBUL MONDAL, 5. SRI SUMAN MONDAL, 6. SMT. ARCHANA MONDAL, 7. SRI SOUMIK MONDAL, 8. SRI SUSANTA KUMAR MONDAL, 9. SRI SWAPAN MONDAL, 10. SMT. SUBHADRA MONDAL, 11. SMT. SANDHYA MONDAL, 12. SMT. SUSHAMA ROY, 13. MISS RITA MONDAL, 14. SRI DIPANKAR MONDAL, 15. SRI SUBHANKAR MONDAL, 16. SMT. BIJALI PAL, 17. SMT. ANJU SARDAR, 18. SMT. NILASHREE MONDAL alias SMT. NILASREE JOYDHAR, 19. SOMA KARMAKAR, 20. SRI PARTHA MONDAL 21. SMT. KALYANI MONDAL, 22. SMT. KRISHNA MONDAL, 23. SMT. SHIBANI DAS,)** (hereinafter jointly referred to as the **OWNERS**) are presently Holds **ALL THAT** piece and parcel of Bastu land measuring an area about **0.34 Satak, i.e., 20.57 Katha** Bastu Land comprising at Mouza – Mathkal, Vivekananda Road, Gram Dakhin Nimta J.L no. 15, R.S. no. 171, Touzi No.- 3,160-162, R.S. R.S. Dag No. 431 under R.S. Khatian No. 153, bearing premises at Mathkal, Rabindranagar Vivekanada Road, P.O- Rabindranagar, P.S- Dum Dum, Kolkata- 700065, Ward No. 3, being Holding No. 170 of the local limits of South Dum Dum Municipality under District – North 24 Parganas Sub-Registry Office at Cossipur Dum Dum, with all easements, rights, appurtenant thereto more fully and particularly mentioned and described in the **FIRST SCHEDULE** hereunder written (hereinafter referred to as the said LAND).

B) The Extract on Title of the said Owners in respect of the said land is set out in the **NINTH SCHEDULE** hereunder written.

C) By to separate Registered Development agreements dated 5<sup>TH</sup> October 2021 Registered before ADSR Cossipore Dum Dum , Registered In Book No I, Vol. No. 1506- 2021 Copied In pages 451770 to 451869 being no 685 for the Year 2021 and Development Agreement Dated 21<sup>st</sup> August, 2021 Registered before ADSR Cossipore Dum Dum , Registered In Book No I, Vol. No. 1506- 2021 Copied In pages 308004 to 308060 being no 7247 for the Year 2021 and Development Power Of Attorney registered before ADSR, Cossipore Dum Dum, Registered in Book no. I, Vol. No. 1506-2022, Pages from 244630 to 244664, Being no. 08495 of 2021 dated 24.08.2021 and dated 12.12.2022 Registered in ADSR, Cossipore Dum Dum, Registered in Book no. I, Vol. No. 1506-2022, Pages from 543824 to 543862, Being no. 16112 of 2022 the **LAND OWNERS** of the One Part and the DEVELOPER herein therein referred to the Developer of the Other Part, the Owners granted the exclusive right of development in respect of the said land unto and in favour of the DEVELOPER herein for the consideration and on the terms and conditions contained and recorded in the said Agreements (hereinafter referred to as the DEVELOPMENT AGREEMENTS).

D) In pursuance to the said Development Agreement, the DEVELOPER caused to be obtained various permissions approvals and/or consents for undertaking a Housing Project on the entirety of the said land and also caused a map or plan being No. 1008 (hereinafter referred to as the said PLAN) sanctioned by the authorities concerned for undertaking the said Housing Project.

E) By and under the said Development Agreement it has been agreed between the Owners and the Developer that the Developer shall be

entitled to enter into agreement for sale and transfer of the respective allocations.

F) Upon sanction of the said Plan by the authorities concerned the Owners and the Vendor have identified their respective allocations.

G) In pursuance to the said Plan the Developer has commenced the work of construction of the said Housing Project namely **UTOPIA** which is to comprise of various blocks of buildings and each block is to be independent and/or autonomous of the other excepting that certain parts and portions of the said Housing Project is to remain common for all the various blocks and/or new buildings.

H) The PURCHASER/S is/are desirous of acquiring on ownership basis ALL THAT the Flat No..... on the ..... floor of Block No I /II .. containing by admeasurements ..... Sq.Ft of Covered area appears to be .....Sq. Ft. Built Up workout to be .....Sq.ft of Super buildup area TOGETHER WITH the undivided proportionate share in the common parts, portions, areas, facilities, and amenities TOGETHER WITH NIL open / 1(ONE) Covered Car Parking Space/s in the Ground Floor at the said Premises and TOGETHER WITH the undivided proportionate variable impartible share in the land comprised in the said Premises attributable thereto more fully and particularly described in the SECOND SCHEDULE hereunder written (hereinafter referred to as the SAID FLAT AND THE PROPERTIES APPURTENANT THERETO) forming part of the Developer's Allocation under the Development Agreements presently in course of construction on the said land or on the part thereof, for the consideration and on the terms and conditions hereinafter appearing.

I) At or before execution of this Agreement the Purchaser has -:-

Fully satisfied himself/herself/ itself/Themselves as to the title of the Owners and the right of the Developer in respect of the said Premises.

Inspected the said Development Agreements and or the Allocation Agreements entered into between the Owners and the Developer.

Inspected the plan sanctioned by the authorities concerned in respect of the building block being constructed by the DEVELOPER and agrees not to raise any objection with regard thereto.

Verified the location and site of the property including the egress and ingress hereof and also the area of the Flat as stated in this Agreement and agrees not to dispute the same.

Confirmed that the right of the Purchaser shall remain restricted to the said Flat and Garage if any and the Properties Appurtenant Thereto.

confirmed that the Developer shall be entitled to change and/or alter and/or modify the said Plan including change of use of any part or portion of the various blocks and/or buildings to be constructed erected and completed on the said land and in that event the Purchaser/s shall have no objection to the application of common facilities to such extension.

satisfied himself/herself/ itself/themselves as to the built-up area to comprise in the said flat/unit and also the common

parts/portions which would be common for all the residents /occupants of the various units/ flats comprised in the said block and has agreed not to challenge or dispute the same in any manner whatsoever or howsoever.

confirmed that if the Developer decides to have the said Plan modified and/or altered for doing additions, alterations and reconstructions of the said building then the Developer shall take consent of the Purchaser if such intended modifications alterations or reconstructions shall affect the unit agreed to be sold to the Purchaser it being agreed that in the event of refusal on the part of the Purchaser to give such consent the Vendor shall be free to determine this Agreement and refund all amounts until then received, to the Purchaser without any other liability to the Purchaser.

And has agreed not to raise any objections whatsoever or howsoever.

J) The parties herein are desirous of recording the agreement, in writing.

**NOW THIS AGREEMENT WITNESSETH** and it is hereby agreed by and between the parties hereto as follows: -

## **ARTICLE I – DEFINITIONS**

In these presents unless there is anything in the subject or context inconsistent with the following expression shall have the meaning assigned against them: -

1.1 **ADVOCATES** shall mean PRIYABRATA THAKUR, of High Court ,Calcutta having office at 6, Old Post Office Street, Kolkata-700 001

1.2 **DEVELOPMENT AGREEMENTS** shall mean the Agreements entered into between the Owners and the Developer wherein the Owners and the Developer have identified their respective allocations.

1.3 **ARCHITECT** shall mean....., Kolkata - ..... or any other firm of architects appointed by the Developer.

1.4 **ASSOCIATION:** shall mean any Company incorporated under the Companies Act, 1956 or any Association or any Syndicate or Registered Society that may be formed by the Developer for the Common Purposes, maintenance and upkeep of the building complex having such rules, regulations and restrictions as be deemed proper and necessary by the Developer in its sole discretion. An application seeking membership is annexed hereto.

1.5 **BUILT UP AREA** shall according to its context mean the plinth area of the unit described in the **SECOND SCHEDULE** hereunder and all the units of the complex and constructions thereat, and which area shall include, inter alia the area of covered balcony attached thereto and also thickness of the outer walls, internal walls columns pillars therein Provided That if any wall column or pillar being common between two units then half of the area under such wall, column or pillar shall be included in each such unit to be certified by the Architects.

1.6 **BLOCK/S COMMON PARTS** shall mean common areas in and around the respective Blocks as be provided for beneficial enjoyment of the Co-Owners and/or Co-Occupiers of the respective Blocks which may include staircase and stair cover, the common terrace, garden, landscape ,jogger lane, lift, machine rooms, lift wells, generator rooms, pump

rooms, meter rooms and main gates, security rooms, electrical room, darwan/s quarter (if any), paths and passages, common passage, entrance gates, administrative and care taker's room, Toilet meant for common Block user(if any), staircases and lobbies, overhead water reservoirs, water connection.

1.7 **CAR PARKING SPACE:** shall mean the open space or spaces in or portion of the complex either covered or open expressed or intended specifically allocated to the purchaser/s in terms of this agreement and reserved by the Developer for parking of motor cars subject to payment of cost of the said car parking space.

1.8 **COMMON FACILITIES** shall mean the facilities which shall remain common for all the owners and/or Purchasers of the said new building and/or Housing Project for beneficial use and enjoyment of their respective flats and such common facilities shall be subject to modifications and alterations by the DEVELOPER more fully described in Part – **I of the SIXTH SCHEDULE**.

1.9 **COMMON MAINTENANCE EXPENSES** shall mean and include all expenses for the maintenance, management, upkeep and administration of the Common Areas and Installations and for rendition of services in common to the Co-owners and all other expenses for the common purposes to be contributed borne paid and shared by the Co-owners including those mentioned in the **SEVENTH SCHEDULE** hereunder written.

1.10 **COMMON PARTS AND PORTIONS** shall mean and include lobbies, staircases, and passageways. Lifts, Lift-shafts, sub-station, pump rooms, machine room, water tank, generator room, and other facilities whatsoever required for maintenance and/or management of the building to be determined by the Developer in its absolute discretion at the time of making over of the possession of the said Flat more fully and

particularly described in the **THIRD SCHEDULE** hereunder written and shall not include excluded and reserved areas.

1.11 **COMMON PURPOSE** shall mean and include the purpose of maintaining the said Housing Project and the said Block / building and in particular, the common parts and portions meeting of the common expenses and matters relating to mutual rights and obligations of the Purchasers of various Flats and common use and enjoyment thereof.

1.12 **CO-PURCHASERS** shall mean all the Purchasers/owners who for the time being have either completed the purchase of any Unit in the complex or have agreed to purchase any Unit in the complex and have taken possession of such Unit and for all unsold Unit and/or Units, possession whereof not having been parted with by the DEVELOPER or the Owners, shall mean the DEVELOPER or the Owners as the case may be.

1.13 **DEVELOPMENT AGREEMENT** shall mean the development agreements dated 5<sup>TH</sup> October 2021 Registered before ADSR cossipore Dum Dum , Registered In Book No I, Vol. No. 1506- 2021 Copied In pages 451770 to 451869 being no 685 for the Year 2021 and Development Agreement Dated 21<sup>st</sup> August, Registered before ADSR cossipore Dum Dum , Registered In Book No I, Vol. No. 1506- 2021 Copied In pages 308004 to 308060 being no 7247 for the Year 2021 entered into between the Owners and the DEVELOPER whereby the Owners have granted exclusive rights of development of the said land unto and in favour of the DEVELOPER.

1.14. **EXCLUDED AND RESERVED AREAS** shall mean (I) part of the top roof of the building not meant for common use including the roof of the overhead water tanks and lift machine rooms, the parapet walls of and all constructions on the top roof, the (II) Open terraces on any floors of the buildings (III) The Parking spaces of the building (Save and except the

parking space, roof, terraces specifically allotted to the Sub - Lessee (IV) The elevation and the exterior of the Building blocks (V) Gardens/ Lawns (VI) The Gas Bank Areas, the Chutes/ Chimneys, the Voids and ducts on different portions of the building (VII) Transformer, air-conditioning Plant, Air Handling Units Effluent Treatment Plant etc. and (VIII) Club house, Gymnasium, Banquet Hall, Party zone, and Such other open and covered spaces which is hereinafter expressed or may from time to time be expressed or intended not to be a common portion and the rights thereto and also the rights. specifically mentioned in the **TENTH SCHEDULE** hereto.

1.15. **FACILITY MANAGER** shall mean such person and/or persons and/or partnership firm/or private limited company who may be appointed by the Developer or the Holding Organization on such terms and conditions as the Developer and/or the Holding organization thinks fit and proper for undertaking maintenance of the common parts, areas, portions, facilities and amenities.

1.16 **HOUSE RULES/ USER** shall mean the rules and regulations regarding the user / holding of the said Flat as hereinafter stated.

1.17 **HOUSING PROJECT/COMPLEX** shall mean the said various blocks and/or new buildings to be constructed erected and completed in accordance with the Plan sanctioned by the authorities concerned which will include all alterations and/or modifications to the said Plan and further extension and each of the several blocks/ buildings shall always remain an integral part of the housing project.

1.18 **MAINTENANCE IN CHARGE:** shall upon the formation of the Association and its taking charge of the acts relating to the Common Purposes from the DEVELOPER, mean the Association and till such time the Association is formed and takes charge of the acts relating to the Common Purposes, means the DEVELOPER. The DEVELOPER shall have

the option to issue the share capital of the Maintenance Company to the Co-Owners including the Purchaser, and if so issued, the Purchaser shall pay for and acquire the Shares.

1.19 **MAINTENANCE DEPOSIT** at or before entering into this agreement it has been expressly communicated to the Purchaser that the said Block / Building and/or Housing Project is to be kept and retained as a decent residential building in Kolkata and as such to avoid any controversy in future and also for ensuring that proper maintenance and up-keep of the said Block / Building continues it has been agreed that the Purchaser shall keep in deposit a sum not to exceed Rs. **1/- per Sq. Ft.** of Super Built Up Area as may be determined by it in its absolute discretion with the DEVELOPER towards Maintenance Deposit which shall be held free of interest by the DEVELOPER and upon the formation of the Society / Association / Holding Organization / Syndicate (ASSOCIATION) the balance amount remaining after deduction of actual expenses shall be made over to the Association and after formation of the Association the amount as may be mutually framed by the association the Purchaser shall be bound to pay the same .

1.20 **OWNERS** shall mean jointly the twenty-three Parties whose names and addresses are set out in the **EIGHTH SCHEDULE** hereunder and each if their respective successor or successors in interest and assigns.

1.21 **PROPORTIONATE OR PROPORTIONATELY:** According to the context shall mean the proportion in which the built-up area of any unit may bear to the built up area of all the Units in the complex or block as the case may be PROVIDED THAT where it refers to the share of the Purchaser or any Co-purchaser in the rates and/or taxes amongst the Common Expenses then such share of the whole shall be determined on the basis on which such rates and/or taxes are being respectively levied (i.e. in case the basis of any levy be on area rental income consideration

or user then the same shall be determined on the basis of the area rental income consideration or user of the said unit).

1.22 **PLAN** shall mean the Building plan sanctioned by the authorities concerned being ..... and shall include such modification or variation as may be made by the DEVELOPER from time to time with prior sanction from the authorities concerned.

1.23 **PURCHASER(S) shall mean: -**

- i) In the case of an individual his/her heirs, legal representatives, executors, administrators and permitted assigns
- ii) In the case of a Private Limited Company / Ltd Company, its successor and/or successors in interest and assigns
- iii) In the case of a Partnership Firm its partner and/or partners for the time being and their respective heirs, legal representatives, executor's administrators and assigns
- iv) In case of a HUF its Karta for the time being and his heirs, legal representatives, executors, administrators and assigns.
- v) In case of a trust, the Trustees of the Trust for the time being of the said Trust and their respective successor and /or successors in office and assigns.
- vi) In case of a minor, the natural guardian of such minor and such natural guardian shall be fully responsible for due performance and observance of all the terms and conditions to be performed and observed on the part of the said minor.

1.24 SAID LAND shall mean ALL THAT the various pieces and parcels of land containing by estimation an area about **0.34 Satak, i.e., 20.57 Katha** Bastu Land (more fully and particularly described in the **FIRST**

**SCHEDULE** hereunder written) or such area out of the said total area as may be finally decided by the **DEVELOPER** to develop.

1.25 **SERVICE INSTALLATIONS** shall mean sewers, drains, channels, pipes, water courses, gutters, main wires cables, conduits, aerials, tanks, and soak ways and any other apparatus for the supply of water electricity gas or telephone or television signals or for the disposal of foul or surface water.

1.26 **SINKING FUND** shall mean a Fund set up and accumulated by usually regular payments made by the Co-Purchasers and invested in interest earning deposits for meeting maintenance and other expenses of common nature.

1.27 **SPECIFICATION:** shall mean and include the various specifications, brief details as mentioned in **Part I of the SIXTH SCHEDULE** hereunder written and such specification may be altered and /or changed and /or modified as may be required by the Developer from time to time in its absolute discretion and in the event any Purchaser requiring any upgraded specifications and/or better specifications for a particular flat/ unit then the Purchaser so requiring such upgraded specifications shall be required to pay and bear such extra cost as may be decided by the DEVELOPER.

1.28 **SUPER BUILT UP AREA** shall mean the total covered area including the flat and including the proportionate share in the common parts and portions and such proportionate share to be determined by the Architect/DEVELOPER in its absolute discretion and the decision of the architects shall be final and binding on the parties.

1.29 THE SAID FLAT/ UNIT shall mean all that the said ALL THAT the Flat No..... on the ..... floor of Block No I /II .. containing by admeasurements ..... Sq.Ft of Covered area appears to be

.....Sq. Ft. Built Up corresponding to .....Sq.ft of Super buildup area together with undivided proportionate share in the common parts, portions, areas, facilities and amenities which together with NIL /open / covered car parking space/s and together with the undivided variable proportionate share in the said land attributable thereto more fully and particularly described in the SECOND SCHEDULE hereunder written.

1.30 **UNDIVIDED SHARE** shall mean the proportionate variable impartible undivided share in the part of the land forming part of the Housing Project and allocated to the said Building / Block comprised in the said premises / Housing Project and shall be determined by the DEVELOPER at the time of execution of the Deed of Conveyance and for the purpose of determination thereof the land underneath the Said New Building / Block will be taken into account without any right of the Purchaser over and in respect of other spaces and part and portions.

1.31 **UNIT/S** shall mean all the independent and self-contained flats or apartments and/or other constructed spaces built and constructed or intended to be built and constructed by the DEVELOPER on the said land capable of being exclusively held or occupied by a person.

1.32 DEVELOPER shall mean **Khasnobish Real-estate Private Limited (PAN AAGCK8076R)**, having its registered Office at 4B, J. K. Mitra Road, P.O- Belgachia, P.S. Chitpur, under the Jurisdiction of Kolkata Municipal Corporation, Ward No. 3, Kolkata 700037, North 24 Parganas, West Bengal

Represented By one of its Directors **SRI ATANU KHASNOBISH**, son of Late Sajal Khasnobish, residing at 4B, J. K. Mitra Road, P.O- Belgachia, P.S. Chitpur, Kolkata 700037, North 24 Parganas, West Bengal and shall include the present Directors and/or those who may be taken in and/or admitted as partner and/or partners of the said partnership

business in the same firm and their respective heirs, legal representatives, executors, administrators and assigns.

## ARTICLE II – INTERPRETATIONS

2.1 In this Agreement (save to the extent that the context otherwise so requires): -

- i) Any reference to any act of Parliament or State Legislation whether general or specific shall include any modification, extension or re-enactment of it for the time being in force and all instruments, orders, plans, regulations, bye-laws permissions or directions any time issued under it.
- ii) Reference to any agreement, contract deed or documents shall be construed as a reference to it as it may have been or may from time to time be amended, varied, altered, modified, supplemented or renovated.
- iii) Wherever any expenses or costs are mentioned to be borne or paid proportionately by the Purchaser, the portion of the whole amount payable by the Purchaser shall be in proportion to the super built up area of the Purchaser's respective Flat/Unit which will also include the proportionate area of the total common areas.
- iv) An obligation of the Purchaser in this Agreement to do something shall include an obligation to ensure that the same shall be done and an obligation on its part not to do something shall include an obligation not to permit, suffer or allow the same to be done.
- v) Words denoting Masculine gender shall include feminine and neutral genders as well.
- vi) Words denoting singular number shall include the plural and vice versa.

vii) A reference to a statutory provision includes a reference to any modification, consideration or re-enactment thereof for the time being in force and all statutory instruments or orders made pursuant thereto.

viii) Any reference to this agreement or any of the provisions thereof includes all amendments and modification made in this Agreement from time to time in force.

ix) The headings in this agreement are inserted for convenience of reference and shall be ignored in the interpretation and construction of this agreement.

x) The Schedules shall have effect and be construed as an integral part of this agreement.

All other words if not defined herein but defined in the Development Agreement or in supplementary agreements thereafter, shall have the same meaning herein.

### **ARTICLE III : TITLE & PLAN**

3.1 The Purchaser has examined and got himself /herself /itself /themselves fully satisfied about the title of the DEVELOPER to the said Unit and the said land and have accepted the same and agree and covenant not to raise any objection thereto or make any requisition in connection therewith.

3.2 The Purchaser has also seen and inspected the said Plan sanctioned by South Dum Dum Municipality in respect of the complex and has fully satisfied himself / herself / itself / themselves about the validity thereof and agrees and covenants not to raise any objection with regard thereto.

3.3 The Purchaser doth hereby consent and confirm that the DEVELOPER shall be at liberty to have the sanctioned plan modified and/or altered.

#### **ARTICLE IV : SALE OF UNIT AND CONSIDERATION**

4.1 In consideration of the various amounts to be paid by the Purchaser and subject to the Purchaser performing and observing all the conditions and covenants to be performed and observed on the part of the Purchaser, the DEVELOPER has agreed to sell and transfer, and the Purchaser has agreed to purchase and acquire, on the terms and conditions stipulated herein ALL THAT the Flat No..... on the ..... floor of Block No I /II .. containing by admeasurements ..... Sq.Ft of Covered area appears to be .....Sq. Ft. Built Up corresponding to .....Sq.ft of Super buildup area more particularly described in the **SECOND SCHEDULE** hereunder written FURTHER TOGETHER WITH 1(ONE) Covered / NIL Open car parking space as may be allocated within the Housing Project, and FURTHER TOGETHER WITH the undivided proportionate variable impartible share in the said land which will be allocable to that particular Building/ Block out of the total area of land comprising the entire Housing Project at and for the consideration mentioned in the **FOURTH SCHEDULE** hereunder written payable by the Purchaser to the DEVELOPER in installments as mentioned in the within stated **FOURTH SCHEDULE** on and subject to the terms and conditions contained herein.

4.2 Time for payment of the consideration and other amounts hereunder by the Purchaser to the DEVELOPER shall be the essence of the contract.

4.3 The above consideration amount is based on the present built area. In the event of any increase or decrease in the same, there shall be

corresponding increase or decrease in the amount of consideration agreed to be paid by the Purchaser to the DEVELOPER.

4.4 The right of the Purchaser shall remain restricted to the Said Flat / Garage and the properties appurtenant thereto and the Purchaser shall have no right nor shall claim any right over and in respect of any other Flats /Units and/or any other portions of the building or open spaces situated at the said housing project.

In case any open space, terrace and/or car parking space is not mentioned under the Second Schedule hereto, the same shall be deemed to have not been opted for nor allocated to the Purchaser.

4.6 If the Purchaser is a non-resident/foreign national of Indian origin, foreign nationals/ foreign company he/she/it has to comply with the provisions of Foreign Exchange Management Act, 1999 and statutory enactments or amendments thereof and the rules and regulations of the Reserve Bank of India or any other applicable law and provide the DEVELOPER with such permissions, approvals, which would enable the DEVELOPER to fulfill its obligations under this Agreement. Any refund in terms of this Agreement shall be made in accordance with the provisions of the Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof and the rules and regulations of the Reserve Bank of India or any other applicable law. The Purchaser understands and agrees that in the event of any failure on his/her part to comply with the prevailing exchange control guidelines issued by the Reserve Bank of India; he/she shall be liable for any action under the Foreign Exchange Management Act, 1999 as amended from time to time. The Purchaser shall keep the DEVELOPER/Owners fully indemnified and harmless in this regard. The DEVELOPER/Owners accepts no responsibility in this regard. Further, whenever there is a change in the residential status of the Purchaser after signing of this Agreement, it shall be the sole

responsibility of the Purchaser to intimate the same in writing to the DEVELOPER.

It is clearly understood that the DEVELOPER shall not be responsible towards any third party making payment/remittances on behalf of the Purchaser herein and such third party shall not have any right in the allotment of the said Flat Unit in any manner whatsoever and the DEVELOPER shall issue the payment receipts in the name of the Purchaser only.

The Purchaser shall keep the Developer saved, harmless and indemnified from and against all claims, proceedings, costs, charges, losses, expenses and damages that may be faced, suffered and/or incurred and/or likely to be suffered and/or incurred by the Developer because of non-fulfillment of any of the obligations by the Purchaser.

The Saleable area and/or Super Built Up area is settled and agreed to be such as mentioned in the Second Schedule hereto and such Super Built Up area shall not be questioned by the Purchaser who will have the right to take measurements only of the Built-up area which on being calculated may be a little more or less on actual measurement.

## **ARTICLE V: UNIT CONSTRUCTION**

5.1 Subject to the Purchaser making payment of the consideration within due dates stipulated hereunder and complying with his /her /their/Its other obligations hereunder contained and subject to force majeure, the DEVELOPER will construct and complete the construction of and make tenantable the said Unit in accordance with the Plan in the manner and with the specifications mentioned in **Part I of the SIXTH SCHEDULE** hereunder written and within the period mentioned in Part-II of the within stated **SIXTH SCHEDULE** and shall install and complete the common Areas and Installations in the said

Building mentioned in the within stated **THIRD SCHEDULE** within a reasonable time thereafter which shall not exceed a period of six months thereafter.

5.2 The Purchaser shall not in any manner cause any objection obstruction interference or interruption at any time hereafter in the construction or completion of construction of the complex or block or other parts of the said land (notwithstanding the delivery of possession of the said Unit to the Purchaser in the meantime and there being temporary inconvenience in the use and enjoyment thereof by the Purchaser) nor shall at any time hereafter do or omit to be done anything whereby the construction or development of the complex or block or the said land or the sale or transfer of the other Units in the complex is in any way interrupted or hindered or impeded with nor shall in any way commit breach of any of the terms and conditions herein contained and if due to any neglect or default on the part of the Purchaser or because of any act or omission on the part of the Purchaser, the DEVELOPER is restrained from construction of the complex and/or transferring and disposing of the other units therein then and in that event without prejudice to such other rights the DEVELOPER may have the Purchaser shall be liable to compensate and also indemnify the DEVELOPER for all loss, damage, costs, claims, demands, actions and proceedings that may be suffered or incurred by the DEVELOPER.

5.3 The Purchaser is aware and agrees and covenants not to raise any objection for extension of the project in contiguous land in future wherein all the provisions of common facilities such as roads, gates, drainage, ingress and egress, sewage, underground reservoir, pumps, clubs, gym, community hall, playgrounds and other amenities shall all be part of a common integrated development. At or before entering into this Agreement the DEVELOPER has made known to the Purchaser that the DEVELOPER may from time to time add/attach or cause to be

added/attached further areas and/or lands to the said premises and such additional area and/or building/buildings to be constructed will be entitled to all facilities, utilities and/or amenities and/or common areas available to the Flat/Unit Purchasers in the said Housing Project SUBJECT TO their contributing the proportionate share of the maintenance charge and outgoings payable and that all the Flat Purchasers and/or occupants of the Building and/or Buildings constructed, erected and completed on the said additional area shall be entitled to have free ingress and egress from all pathways, passages and roads forming part of the said housing project.

5.4 At or before entering this agreement the Purchaser has satisfied himself/ herself /itself/themselves and has appreciated that several buildings are to be constructed and/or the housing project may be expanded further than presently conceived by constructing further buildings and various passages, pathways, common ways, common roads and services and taking into account the complexity of the Project, the DEVELOPER has reserved to themselves the absolute right of changing or altering and/or reallocating such passages, common ways, entrances, exits, pathways, roads and services as the DEVELOPER may deem fit and proper.

It is hereby agreed by and between the Parties hereto that in regard to the building blocks to be constructed in the said Housing Project it has been made clear to the Purchaser that the work of construction of the said housing project shall be taken up progressively and also that all the common facilities and/or amenities agreed to be provided by the DEVELOPER will be provided progressively and since some of the common facilities and/or amenities are to be common for the entire project the same shall be provided only upon completion of the entire project but so far as the Building/Blocks in which the said Unit is

situated the same shall be deemed to have been completed if made fit for habitation and certified to be so by the Architect.

#### ARTICLE VI: **POSSESSION AND CONVEYANCE**

6.1 Upon making the said Unit tenantable the **DEVELOPER** shall give a notice thereof in writing to the Purchaser who within fifteen days of its service (Date of Commencement of Liability): -

- a) May take inspection of the said Unit along with a Chartered Engineer in presence of the DEVELOPER or its representative or Architect;
- b) May point out any defect in construction required to be rectified by the DEVELOPER and which if required would be rectified by the DEVELOPER but which shall not withhold the performance of the other obligations of the Purchaser hereunder;
- c) Shall pay the entire balance consideration and all other amounts and deposits payable by the Purchaser to the DEVELOPER for sale of the said Unit;
- d) Fulfill all his other covenants hereunder and complete the purchase of the said Unit;
- e) Take possession of the said Unit.

If no inspection is taken within the said period, it shall be deemed that such a right is waived.

6.2 It is expressly agreed understood and clarified as follows:

- (i) The DEVELOPER shall not be liable to deliver possession of the said Unit to the Purchaser nor shall execute any Conveyance or other instruments until such time the Purchaser makes payment of all

amounts agreed and required to be paid hereunder by the Purchaser and the Purchaser have fully performed all the terms conditions and covenants of this Agreement and on the part of the Purchaser to be observed and performed until then.

The Purchaser's liabilities and obligations towards payment of Common Expenses, rates and taxes and other outgoings payable in respect of the said Unit as well as all or any consequence of default, non performance or delay in performance of all or any of the obligations and covenants as contemplated under the heading "Management Maintenance and Common Enjoyment" hereunder shall be deemed to have commenced on and from the Date of Commencement of Liability irrespective of when the Purchaser takes actual physical possession of the said Unit.

The Purchaser shall be deemed to have taken possession of his Flat Unit on the 15th (Fifteenth) day of service of the Notice of Possession and such 15th day shall be construed as the deemed date of possession, irrespective of the date when the Purchaser takes physical possession of his Flat Unit. The Purchaser shall be required to take possession of his Flat Unit on or before the deemed date of possession after fulfilling all the terms and conditions appearing in this Agreement, failing which the Purchaser shall be liable to pay to the DEVELOPER guarding charges @ Rs. 5000 per month or part thereof for the period between the deemed date of possession of his allotted Flat Unit and the date of taking over actual physical possession, over and above all the charges payable under this Agreement.

Only after conveyance, the Purchaser shall be entitled to sell, mortgage, lease or let out or otherwise deal with the Composite Unit without any claim or obstruction from any other Purchaser of any space at the complex save as follows:

In case due to any aforesaid liability arises or increases on the Developer, the DEVELOPER, Co-Owner and/or Co-Occupiers of the complex, then all necessary particulars should be furnished and notice be given to the affected party and the maintenance body/Maintenance Company promptly and prior permission is to be taken from the later.

Before selling any Flat, 21 days' notice of the intention to do so shall be given by the Purchaser to the Maintenance Body Provided however that nothing herein shall affect the absolute right of the Purchaser to sell his Flat to any person at a price such Purchaser chooses in his absolute discretion.

6.3 It will not be necessary for the DEVELOPER to complete all the common areas and install all the installations in the Building, before giving the notice to the Purchaser to take possession of the said Unit. As stated above the Unit shall be deemed to be tenantable as soon as the same is completed internally as per the specifications mentioned in the SIXTH SCHEDULE hereunder written and the entrance lobby of the building is made operative and water drainage sewerage and electricity (temporary or permanent) connections are provided in or for the said Unit.

6.4 The Purchaser shall, at the time of taking possession get his flat registered in his / her / its name and for this purpose, the Stamp Duty, registration charges, Advocates' fees settled as shall be applicable at the time and incidental expenses for and/or in relation to execution and registration of the Deed of Conveyance in respect of the said Flat 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.

6.5 Subject to the Purchaser making payment of the entire consideration and all other amounts and deposits payable by the

Purchaser hereunder and complying with all his other obligations hereunder, the DEVELOPER agrees to execute the Conveyance in respect of the said Unit in favour of the Purchaser upon the delivery of possession of the said Unit to the Purchaser.

6.6 It is further expressly agreed that with effect from the Date of Commencement of Liability, it shall be deemed that the DEVELOPER has complied with all its obligations hereunder to the full satisfaction of the Purchaser and the Purchaser shall not be entitled thereafter to raise any dispute against or claim any amount from the DEVELOPER on any account whatsoever.

#### **ARTICLE VII: RESTRICTIONS ON ALIENATION BEFORE POSSESSION**

7.1 The Purchaser shall not be entitled to transfer or assign the benefits/rights of the Purchaser under this Agreement or nominate any person for acquiring the said Flat/Unit till such time the Deed of Conveyance of the said Flat is executed AND if the Purchaser shall desire to transfer or assign the Purchaser's rights hereunder or nominate any person for acquiring the said Flat/Unit before the execution of the Deed of Conveyance the Purchaser shall be entitled to do so only with the pre – granted written consent of the DEVELOPER.

7.2 It is agreed that the Purchaser within the 12 months from the date hereof is not entitled to seek permission of the DEVELOPER to assign and/or transfer his/her/its rights under this Agreement relating to the said Flat to any party.

7.3 It is agreed that in the event the Purchaser intends to assign and/or transfer after **expiry of 12 months his / her / its rights** relating to the said Flat under this agreement shall first offer to the DEVELOPER herein to repurchase/reacquire the rights agreed to be assigned and/or transferred under this agreement in favour of the Purchaser at the

market value of the said Flat or such value for which the parties herein agreed to and it is only upon refusal in writing by the DEVELOPER within 60 days from the date of offer by the Purchaser (hereinafter referred to as 'OPTION NOTICE' the Purchaser shall be entitled to assign and transfer the benefits of this agreement upon making the payments of all the amounts agreed to be paid by the Purchaser to the DEVELOPER in terms of this Agreement and fulfillment of all other terms and conditions as envisaged herein, it is hereby further agreed that the Purchaser will be entitled to sell transfer assign the rights title and interest in the said Flat to the third party only at the price and the terms and conditions at which the Purchaser has offered the same to the DEVELOPER.

7.4 There will be no privities whatsoever between the DEVELOPER and the nominee or transferee or tenant before and until a regular deed of conveyance shall be granted by the DEVELOPER and/or until the nomination shall have been accepted expressly in writing. The DEVELOPER shall be entitled to refuse to accept nomination without assigning reasons.

7.5 It is also agreed that in the event only after the DEVELOPER herein refused to repurchase / reacquire the rights relating to the said Flat agreed to be assigned and/or transferred under this agreement in favour of the Purchaser for whatsoever reason the Purchaser may assign and/or transfer his/her/its rights relating to the said Flat under this agreement to any third party only upon the payment of the charges/fees for the documentation a sum of Rs. 50,000/- on such assignment / transfer hereinafter referred as the Transfer FEES to the DEVELOPER and simultaneously the DEVELOPER upon the receipt of the said Transfer Fees may allow the said transfer, subject to the said transfer shall be coupled with the undertaking of the third party to observe / fulfill the obligations to be observed/fulfilled by the Purchaser herein.

## **ARTICLE VIII : DOCUMENTS RELATING TO TRANSFER ETC.**

8.1 The Conveyance and other documents of transfer to be executed in pursuance hereof shall be in such form and shall contain such covenants exceptions and restrictions etc., as be drawn by the project Advocates and the Purchaser shall execute the same without raising any objection whatsoever. Provided That the Purchaser shall be entitled to seek reasonable clarifications thereon.

## **ARTICLE IX: MANAGEMENT, MAINTENANCE AND COMMON ENJOYMENT**

### **EXTRAS AND DEPOSITS**

9.1 In addition to the consideration payable by the Purchaser to the DEVELOPER as stated hereinabove the Purchaser shall also pay to/deposit with the DEVELOPER;

(i) In the event of the DEVELOPER providing any additional materials, facilities, amenities or gadgets over and above what has been agreed upon for the benefit of the residents of the complex 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. However, whether such additional facilities or amenities are to be provided for will be entirety at the sole discretion of the DEVELOPER and the Purchaser hereby consents to the same.

If for the purpose of carrying out the said additions or alteration work as aforesaid, any modification of the sanctioned plan is required to be obtained, the DEVELOPER shall obtain the same at the costs and expenses of the Purchaser. All the said costs and charges shall be paid by the Purchaser in full or proportionately as the case may be before the work is commenced by the DEVELOPER. It is further clarified that if by reason of such additional work any delay is caused in completion of

construction of the said Unit and/or the Common Areas and Installations ultimately resulting in delay in the delivery of possession of the said Unit by the DEVELOPER to the Purchaser, the DEVELOPER shall not be liable for any interest damages compensation etc., that may be suffered by the Purchaser thereby.

Betterment fees, development charges, service tax, VAT, GST and other levies taxes duties and statutory liabilities that may be charged on the land or the said Unit or on its transfer or construction in terms hereof partially or wholly, as the case may be, shall be paid by the Purchaser/s within 7 days of the demand being made by the DEVELOPER. The Purchaser may however take inspection of the documents being the basis of such charge at the DEVELOPER' office upon prior written notice.

All stamp duty and registration charges on execution and registration of this agreement and of the Conveyance and other documents to be executed and/or registered in pursuance hereof and also all statutory charges payable therefore including the charges of the copywriter for copying of such documents and expenses incidental to registration. The DEVELOPER shall be available when called upon by the Purchaser upon reasonable notice, for admittance of its signature to the documents executed by it.

The Purchaser shall have to make payment of some extra charges other than those mentioned herein above. The details of such payments and their mode of payment are set out in the FIFTH SCHEDULE hereunder written.

9.2 Unless otherwise expressly so mentioned, all the said amounts specified in clause 9.1 hereinabove shall be paid and/or deposited by the Purchaser with the DEVELOPER before the Date of Commencement of Liability. This shall not however prejudice the DEVELOPER's right to claim or realise the said amounts thereafter in case the liability arises or

accrues thereafter or if the DEVELOPER deliver possession of the said Unit without claiming and/or receiving the same and/or otherwise.

9.3 All payments shall be made by cheque drawn in favour of the DEVELOPER at the office of the DEVELOPER against proper receipts being granted by the DEVELOPER or its Authorized Representative it being expressly agreed that the Purchaser shall not be entitled and agrees not to set up any oral agreement regarding the payments and due performance and observance of the terms and conditions herein contained.

9.4 Any apportionment of the liability of the Purchaser in respect of any taxes, duties, levies payable by the Purchaser hereunder shall be final and binding on the Purchaser.

9.5 It is further expressly agreed and made clear that the payments and deposits to be made by the Purchaser hereunder shall not carry any interest and all such amounts to be paid and/or deposited by the Purchaser shall be held in trust by the DEVELOPER and specifically utilized for such purpose only and not otherwise.

#### **ARTICLE X:USER HOUSE RULES AND OTHER OBLIGATION OF PURCHASER**

10.1 As from the date of possession of the said Flat the Purchaser agrees and covenants

- (a) To co-operate with the other co-Purchasers and the DEVELOPER in the management and maintenance of the said New Building.
- (b) To observe the rules framed from time to time by the DEVELOPER and upon the formation of the Association by such Association.
- (c) To use the said Flat for residential purposes and not for other purposes whatsoever without the consent in writing of the DEVELOPER.

- (d) To allow the DEVELOPER with or without workmen to enter into the said Flat for the purpose of maintenance and repairs but only with 24 hours' prior notice in writing to the Purchaser.
- (e) To pay and bear the common expenses and other outgoings and expenses since the date of possession and also the rates and taxes for the said Flat and proportionately for the new building and/or common parts/areas and wholly for the said Flat and/or to make deposits on account thereof in the manner mentioned hereunder to the DEVELOPER and upon the formation of the Holding Association to such Association. Such amount shall be deemed to be due and payable on and from the date of possession (as defined herein) whether physical possession of the said Flat has been taken or not by the Purchaser. The said amounts shall be paid by the Purchaser without raising any objection thereto regularly and punctually within 72 hours to the DEVELOPER and upon formation of the Association to such Association.
- (f) To deposit the amounts reasonably required with the DEVELOPER and upon the formation of the Association with such Association towards the liability for rates and taxes and other outgoings.
- (g) To pay charges for electricity in relation to the said Flat wholly and proportionately relating to the common parts.
- (h) Not to subdivide the said Flat and/or the parking Space if allotted or any portion thereof.
- (i) Not to do anything or prevent the DEVELOPER from making further or additional legal constructions within 10 A.M. to 4 P.M. within any working day notwithstanding any temporary disruption in the Purchaser's enjoyment of the said Flat.
- (j) The Purchaser shall not be entitled to claim any damages or make any claim on any account regarding the quality of materials and

specifications and has further agreed not to claim any abatement if the complex or the block is not completed within the completion date nor shall have any claim whatsoever against the DEVELOPER on any other account whatsoever.

(k) To maintain or remain responsible for the structural stability of the said Flat and not to do anything which has the effect of affecting the structural stability of the building and also not to store or bring and allow to be stored and brought in the said Flat/Unit any goods of hazardous or combustible nature or which are so heavy as to affect or endanger the structure of the Block or any portion of any fittings or fixtures thereof including windows, doors, floors, etc. in any manner.

(l) Not to do or cause anything to be done in or around the said Flat which may cause or tend to cause or tantamount to cause or effect any damage to any flooring or ceiling of the said Flat or adjacent to the said Flat 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 demolish or cause to damage or demolish the said Flat or any part thereof or the fittings and fixtures affixed thereto which may cause damage to any other portion of the building in any manner.

(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 Flat 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) The Purchaser shall not be permitted to fix grills on the balcony.

(p) The Purchaser may install grills as per approved design and specified norms at extra costs. Such designs and the place of installation shall have to be got approved by the Architect/ Developer.

(q) Not to do or permit to be done any act or thing which may render void or make voidable any insurance in respect of the said Flat or any part of the said building or cause increased premium to be payable in respect thereof if the building is insured.

(r) Not to make in the said Flat any structural additions and/or alterations such as beams 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 authorities concerned as and when required.

(s) Not to use the said Flat or permit the same to be used for any purposes whatsoever other than residential purpose and shall not use for the purpose which may or is likely to cause nuisance or annoyance to co-Purchasers/occupiers of the other portions of the said building or buildings to the owners and occupiers of the neighboring premises or for any illegal or immoral purpose or as a Boarding House, Guest House, Club House, , amusement or Entertainment Centre, Eating or Catering Place, Dispensary or a Meeting Place or for any commercial or industrial activities whatsoever.

(t) Similarly shall not keep in the parking place anything other than private motor car or motor cycle and shall not raise or put up any kutchra or pucca constructions grilled wall or enclosure thereon or part thereof and shall keep it always open as before. Dwelling or staying of any person or blocking by putting any articles shall not be permitted.

(u) Not to use or permit to be used the allocated car parking space for any other purpose whatsoever other than parking of its own car/cars.

(v) Not to park car on the pathway or open spaces of the building at any other place except the space allotted to him/ her/ its and shall use the pathways as would be decided by the DEVELOPER.

(w) Not to let out, mortgage or give on rent or transfer the car parking space independently and separately of the flat/unit.

(x) Not to change or put any clothes in or upon the windows balconies and other portions which may be exposed in a manner or be visible to the outsiders.

(y) To abide by such building rules and regulations as may be made applicable by the DEVELOPER before the formation of the Association and after the Association is incorporated to comply with and/or adhere to the building rules and regulations of such association.

Not to put any nameplate or letter box or neon-sign or board in the common areas or on the outside wall of the block save a letter-box at the place in the ground floor as be expressly approved or provided by the Developer and a decent nameplate outside the main gate of his Unit.

Not to alter the outer elevation of the block or any part thereof nor decorate the exterior of the block otherwise than in the manner agreed by the DEVELOPER and/or the Maintenance In-charge in writing or in the manner as near as may be in which it was previously decorated.

Not to bring in any contractor or any labour or mason of his own so long as the said complex is not made over by the Developer to the Association.

Watchman, driver, domestic servants or any other person employed by the Purchaser or his Agents shall not be allowed to sleep or squat in the common passage/ lobby/ terrace/ corridors/ lift room/ garden etc.

#### **HOUSE RULES:**

- (1) The lobbies, entrances and stairways of the Building shall not be obstructed or used for any purpose other than ingress to and egress from the flat/Flat in the Building.
- (2) Children shall not play in the public halls, stairways or elevators and shall not be permitted in the service elevators of the Building.
- (3) No Purchaser / Occupier shall make or permit any disturbing noises in the Building or do or permit anything to be done therein which will interfere with the rights comfort or convenience of other occupiers. No Occupier shall play upon or suffer to be played upon instrument or permit to be operated a phonograph or radio or television loud speaker in such the apartment if the same shall disturb or annoy other occupants of the building. No Purchaser/Occupier shall give vocal or instrumental instruction at any time in order to reduce sound emanating from an apartment.
- (4) Each Owner shall keep such apartment in a good state of preservation and cleanliness and shall not throw or permit to be thrown there from or from the doors, windows, terraces, balconies thereof any dirt or other substances.
- (5) No article shall be allowed to be placed in the halls or on the staircase landings or fire towers nor shall anything be hung or shaken from the floor, windows, terraces or balconies or place upon the window sills of the Building. No fences or partitions shall be placed or affixed to any terrace without the prior approval of the DEVELOPER.
- (6) No shades awnings, window guards, ventilators or air conditioning devises shall be used in or about the Building excepting such as shall have been approved by the DEVELOPER.
- (7) No sign, notice or advertisement shall be inscribed or exposed on or at a window or other part of the building except such as shall have

been approved by the DEVELOPER shall anything be projected out of any window of the Building without similar approval.

(8) Water-closets and other water apparatus in the Building shall not be used for any purpose other than those for which they were constructed nor shall any sweepings, rubbish, rags or any other article be thrown into the same. Any damage resulting from misuse of any of the water-closets or apparatus shall be paid for by the Flat-owner in whose apartment it shall have been caused.

(9) No bird or animal shall be kept or harbored in the common areas of the Building. In no event shall dogs and other pets be permitted on elevators or in any of the common portions of the Building unless accompanied.

(10) No radio or television aerial shall be attached to or hung from the exterior of the building.

(11) Garbage and refuse from the apartments shall be deposited in such place only in the Building and at such time and in such manner as the Maintenance In - Charge of the Building may direct.

(12) No vehicle belonging to a Purchaser or to a member of the family or guest, sub-tenant or employee of a lessee shall be parked in the open space or in such manner as to impede or prevent ready access to the entrance of the Building by another vehicle.

(13) The Purchaser is not to fix any antenna, equipment or any gadget on the roof or terrace of the building or any window antenna excepting that the Purchaser shall be entitled to avail of the cable connection facilities provided to all.

(14) USE OF ROOF – Roof will mean the ultimate roof of the Tower, which will be for common use of the common use of the Unit Owners of

that Tower provided that any terraces and/or open area attached to or reserved for a particular Flat will be for the exclusive use of the Unit Owner of that Flat and provided further that the Company will have the right of putting up signs, advertisements and/or hoardings including neon signs of its name or in the name of its segments and/or affiliates on the roof and its outer walls.

After the Purchase the purchaser shall get his Flat mutated. In case of default by the Purchaser, the Developer will be entitled to get the said Unit mutated and apportioned in the name of the Purchaser subject to the Purchaser's bearing and paying all costs, charges and expenses including professional fees and in addition thereto the Purchaser shall also pay a sum of Rs. 10,000/- as fixed overhead expenses on this account to the Developer and such amount shall be paid and/or payable by the Purchaser within 7 days of aforesaid default and in case of failure to do so the Purchaser shall be liable to pay interest on the aforesaid amount @ 2% per month to be compounded monthly.

(16) These house rules may be added to, amended or repealed at any time by the DEVELOPER and after formation by the Society/ Association.

10.2 Until formation of such Association the DEVELOPER shall manage and maintain the said building and the common parts thereof.

10.3 The Purchaser agrees that:

(a) The Purchaser shall pay regularly and punctually within 7th day of every month and month by month the common expenses as described in the SEVENTH SCHEDULE hereunder written at such rate as may be decided, determined and apportioned by the DEVELOPER to be payable from the date of possession to the DEVELOPER and upon formation and transfer of management of the building to the Association such payments are required to be made without any abatement or demand.

(b) 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 relates to the Purchaser's Flat only and proportionately for the building as a whole. 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 provided that the billing is reasonable. In the event of the transfer of the management and administration of the said building to the Association in terms of these presents the employees of the DEVELOPER such as watchmen, security staff, liftmen etc. shall be employed and/or absorbed in the employment of such Association with continuity of service and on the same terms and conditions of employment with the DEVELOPER and the Purchaser shall not be entitled to raise any objection thereto and hereby consents to the same.

(c) The ratable charges for electricity consumed shall be payable by the Purchaser if the Electricity Supplier does not allow separate connections for each individual unit, in such event, the DEVELOPER shall apply for and obtain bulk supply from the Electricity supplier and shall distribute the electricity to all the units ratably. If for obtaining such supply and for distribution thereof any deposit and charges is required to be paid or incurred by the DEVELOPER, the same would be paid or shared by the Purchaser proportionately. The said charges would be calculated and/or decided by the DEVELOPER and the decision of the DEVELOPER shall be final and binding on the Purchaser.

(d) The use of the Gym room, Community hall etc shall be allowed upon payment of necessary charges fixed for the same either by the DEVELOPER or the Association as the case may be from time to time.

(e) The access to the ultimate roof is common with others shall be permissible BUT not to use the common areas and installations including the roof of the said building for holding any cultural/social/functional program or for resting of any staff etc. or for other undesirable and/or objectionable uses and purposes which may cause nuisance and annoyance or obscenity.

(f ) After the formation of the Association the Purchaser shall pay such amounts for the aforesaid purpose as may be fixed and determined by the Association.

(g) So long as each Flat in the said Premises shall not be separately mutated and separated the Purchaser shall pay the proportionate share of all rates and taxes assessed on the whole premises. Such proportion is to be determined by the DEVELOPER on the basis of the area of such Flat in the said Building.

( h) 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 of Association, such Association shall be at liberty to disconnect and/or suspend all common services attached to the Purchaser's flat/Flat such as water supply, electricity connection, use of lifts, central antenna, etc. till such dues with interest are paid and shall also be liable to pay the common expenses for such suspension period as well as reconnection charges.

(i) It is hereby expressly agreed by the Purchaser that even though there may be contractual imbalance in the Agreement, the Purchaser acknowledges that payment of maintenance charges is a must in as much as non payment of maintenance charges is likely to affect the rendition of common services and is also likely to affect the entire housing project and the interest of all the flat owners in the said project.

(j) The Purchaser shall maintain at his/her/its/their own costs, the said unit in the same good condition state and order in which the same has been delivered to the Purchaser and abide by all laws, bye laws, rules, regulations and restrictions of the Government, Municipality, KMDA, Electricity Supply Agency, Fire Brigade, Authorized Officer under the West Bengal Fire Services Act 1950, and/or any statutory authority and/or local body with regard to the user and maintenance of the said Unit as well as the user operation and maintenance of the lift, tube-well, generator, water, electricity, drainage, sewerage and other installations and amenities at the said premises, and to make such additions and alterations in or about or relating to the said Unit and/or the said building as be required to be carried out by the Purchaser independently or in common with the other Co-owners as the case may be without holding the DEVELOPERS in any manner liable or responsible therefore, and to pay all costs and expenses therefore wholly or proportionately as the case may be and to be answerable and responsible for all consequences and the Purchaser shall indemnify and keep the DEVELOPER saved harmless and indemnified from and against all losses damages costs claims demands actions and proceedings and consequences that they or any of them may suffer or incur due to any non-compliance, non-performance, default or negligence on the part of the Purchaser.

## **ARTICLE XI: RESERVED AREAS**

It is provided always and notwithstanding anything to the contrary elsewhere herein contained it is expressly agreed and understood by and between the parties hereto as follows: -

11.1 The excluded and reserved areas shall never be claimed by the Purchaser to be a part of the building's Common Portions and the

DEVELOPER shall be entitled to all rights and interest in respect thereof including the following: -

11.1.1 To sell, transfer or let out and the DEVELOPER shall absolutely be entitled to use, enjoy, transfer, lease and /or part with possession of the same and /or to deal with the same in any manner and to any person and on any terms and conditions as the DEVELOPER, in their absolute discretion, shall think fit and proper and the Purchaser hereby consents to the same and agrees not to obstruct or hinder or raise any objection with regard thereto nor to claim any right of whatsoever nature over and in respect of the said spaces, rights etc. belonging to the DEVELOPER exclusively or allow any person or persons to use the same along with or independent of the Units.

11.1.2 To grant the right or facility of Parking at identified or unidentified parking spaces to any person.

11.1.3 To raise further storey or stories or make construction, addition or alteration on the roof of the building or in any part thereof or on any open or covered space at the said Building Block in accordance with law and to use and connect all common installations facilities and utilities at said Building Block for and to all such construction, addition or alteration.

11.1.4 To set or permit the setting up of roof gardens, cooling plants, V-Sat, Dish or other antennas etc. at or otherwise used or permitted to be used the top roof of the building block or any part thereof or the parapet walls or any constructions thereon or any part thereof for any Projections, signboards, glow sign, placard, advertisement, publicity Act thereat or there from and to connect and /or replace all common installations facilities and utilities in and for the Said land to the same for such construction or otherwise and to use, enjoy, hold, sell, grant, transfer or otherwise part with the same with or without any

construction and in any manner, to any person or persons and on such terms and conditions as the DEVELOPER may in its sole discretion think fit and proper.

11.1.5 To develop and utilize the open space or spaces surrounding the building or otherwise at the Said land and the DEVELOPER shall have the full free unfettered and exclusive right to make at any time any new or further construction fully and in all manner as permissible under the law.

11.1.6 To establish and grant any facilities thereat or there from to one or more occupants of the Building Block.

11.1.7 The Purchaser shall neither have nor shall claim any right or interest in any additional area that is or can be constructed lawfully on the said Land or on the building or any part thereof, due to need, changes in any law, rules, regulations or bye-laws or otherwise nor shall have any right or interest in any future vertical or horizontal exploitation of the building at the said premises by way of additional or further construction or otherwise of the buildings,

11.2 Without prejudice to the other obligation, conditions, restriction and stipulation as regards the use of the building's common portions any right of use of the Purchaser in respect of such common portion or any part thereof shall be subject always to the paramount and over-riding rights and authority of the Seller to:

11.2.1 Identify or modify or alter from time to time the location and/or positioning of the pathway and access way for common access and ingress and egress and/or of the ducts, pipelines, sewerage lines, cable and wires, transit lines, etc.

11.2.2 Allow any glow sign, placard or any other form of advertisement of promotional material of the occupants and outsiders at the lobbies,

corridors and other common area at such price and on such terms and condition as the DEVELOPER/Owners may deem fit or proper.

Provided That by no act shall the DEVELOPER be entitled to block or disrupt the normal user and enjoyment of the said Flat Unit by the Purchaser or the access and passage of men materials and utilities to the said Unit in a reasonable manner.

11.2.3 The Purchaser shall not have any right to nor shall object , oppose or dispute any use, construction, development or transfer of the excluded or reserved areas with or without any construction, addition or alteration and hereby undertakes and covenants not to raise any dispute objection, hindrance, obstruction or claim with regard to the same or the doing or carrying out of any such act, deed or thing contemplated in the clauses 11.1 to 11.1.7 herein above and shall cooperate with the DEVELOPER/Owners and sign, execute and submit all affidavit declarations, powers, authorities, no objections, consents, etc. as may be required by them for the said purposes.

## **ARTICLE XII : ASSOCIATION**

12.1 Immediately after the completion of the said building and the possession is made over to the flat owners the DEVELOPER shall give a notice to the flat owners for the formation of a Society or Syndicate (hereinafter called the ASSOCIATION) comprising of all Flat/Unit Purchasers shall be or caused to be formed by the DEVELOPER. All Flat/Unit Purchasers shall compulsorily become members of the Association. The DEVELOPER shall be deemed to be members in respect of the Units held by it or remaining unsold and to enable such formation, the Purchaser and the other Co-owners shall have to sign and execute all papers, documents, and applications for the purpose of formation of the said Organization and to do all necessary acts deeds and things and the DEVELOPER shall not in any manner be responsible and liable therefore.

The Association will hold and shall remain responsible for all common areas, common utilities and facilities in the residential complex.

12.2 The notice contemplated under clause 12.1 above-stated in this Agreement may be given by the DEVELOPER at its sole discretion upon transfer of all the Units, to the Purchaser and Co-Owners or earlier and immediately upon receipt of such notice, the Purchaser along with the other Co-Owners shall at their own cost expense and in a lawful manner form the Organization for the common purpose with the Purchaser and all Co-Owners as share holders or members as the case may be thereof and each share holder or member shall have voting rights in such organization equivalent to one vote per sq. ft. of the built-up area of their respective units, it being clarified that in case there be more than one Purchaser of one Unit then only one of such Purchaser who is nominated amongst them shall be entitled to have voting rights appertaining to Purchaser's Unit.

12.3 The Association shall form such common rules and regulations for use and enjoyment of the respective individual Flat/Unit, the common areas, common portion, common facilities and amenities. The DEVELOPER may add, alter or modify the same from time to time in the common interest with the consent of the Association. It is also expressly made clear that only one Association will be formed for the entire residential complex by the DEVELOPER and in no event any other Association will be acknowledged or admitted by the DEVELOPER.

12.4 Until such Association is appointed the DEVELOPER shall be responsible for making available the said maintenance services and the Purchaser agrees and commits himself/ herself/ itself to make payment of the maintenance charges as described in the Seventh Schedule hereunder written, at such rates which may be decided by the DEVELOPER from the date of the notice of possession/the date of

possession of the Flat/Unit is communicated/made over to the Purchaser by the DEVELOPER.

12.5 The Purchaser shall be liable and agrees to abide by such further house rules as may be made applicable by the said Association.

12.6 As and when the said Association is formed, the Purchaser shall become a member of such Association and without becoming a member of such Association shall not be entitled to avail of the various facilities and/or utilities at the said premises.

12.7 Upon formation of the Association, the DEVELOPER shall transfer to such organization all their rights, responsibilities and obligations with regard to the common purposes ( Save those expressly reserved by the DEVELOPER hereunder or so intended to be) whereupon only the Organization shall be entitled thereto and obliged therefore, IT BEING expressly agreed and clarified that in case on the date of the expiry of the notice period specified under the provisions of this agreement, the Organization is not formed, then all such rights, responsibilities and obligations with regard to the common purposes and maintenance etc. shall be deemed as on such date to have been transferred by the DEVELOPER to all the co-owners for the time being of the building/buildings without any further act or deed or writing on the part of the DEVELOPER; and thereupon and on the expiry of the period of the said notice the co-owners shall be entitled thereto and obliged therefore . All references to the DEVELOPER herein with regard to the common purposes shall thenceforth be deemed to be a reference to the association or the co-owners as the case may be.

12.8 At the time of handing over the charge to the Organization or to the Co-owners as the case may be the DEVELOPER shall also transfer the residue then remaining of the deposit made by the Purchasers and held by the DEVELOPER under the provisions of this Agreement, after

adjusting all amounts then remaining due and held by the Purchaser and the amounts thus transferred shall be held by the Organization or the Co-owners to the account and free of interest as applicable to the DEVELOPER ; and the Purchaser and the other Co-owners and the association shall remain liable to indemnify the DEVELOPER for all liabilities arising due to non-fulfillment of the respective obligations by the Purchaser and/or the other co-owners and/or the association ,and also for all liabilities, claims and demands arising in course of the maintenance, management, upkeep and administration of the building by the organization and/or co-owners(including those on account of loss of life or property due to operation and maintenance of lift and/or other installations in the said premises).

The rules and regulations and/or bye laws of the said Organization shall not be inconsistent herewith.

12.10 The Purchaser confirms that he will have no objections if the DEVELOPER appoints a professional hospitality maintenance agency for the purpose of maintenance of the Building complex and agrees to pay the proportionate share of service charges along with applicable service tax thereon initially to the Developer and later to the Association.

### **ARTICLE XIII: MAINTENANCE DEPOSIT**

13.1 At or before entering into this agreement it has been expressly communicated to the Purchaser that the said Building is to be kept and retained as a decent residential building in Kolkata and as such to avoid any controversy in future and also for ensuring that proper maintenance and up-keep of the said building continues it has been agreed that the Purchaser shall keep a deposit of Rs. 1/- per sq. ft. of Super Built-Up area or any amount as may be determined by the DEVELOPER in its absolute discretion towards maintenance which shall be held free of interest by the DEVELOPER and upon the formation of the Society /

Association / Association / Syndicate (ASSOCIATION) made over to the Association and the purchaser shall be bound to pay the maintenance charges to the association at may be mutually fixed by the Association.

13.2 It is further expressly agreed and made clear that the payments and deposits to be made by the Purchaser hereunder shall not carry any interest and all such amounts to be paid and/or deposited by the Purchaser shall be held in trust by the DEVELOPER and specifically utilized for such purpose only and not otherwise.

#### **ARTICLE XIV: TERMINATION**

14.1 The Purchaser acknowledges that payment of the amounts made and due performance and observance of the terms and conditions herein contained and the Purchaser further acknowledges that he/she/it is obligated to perform all the obligations in terms of this Agreement and upon breach of these clauses the Purchaser waives any cause of action and shall lose the right to insist on the specific performance of the Agreement and as such, will not be entitled to any relief whatsoever

14.2 The Purchaser shall pay interest @ 18% per annum on all sums becoming due hereunder and which the Purchaser fails to pay to the DEVELOPER within the period stipulated hereunder for the period during which the Purchaser remain in default. This will be without prejudice to the other rights of the DEVELOPER hereunder.

14.3 In the event of delay/default by the Allottee[s] to pay the balance cost of construction as per the payment Schedule, the Promoter / Owners are entitled to exercise the following options, without prejudice to the other rights of the Promoter/Owners.

14.3.1 The Promoter/Owners shall have the rights to terminate this Agreement / cancel the allotment of the Apartment, by issuing a notice calling upon the Allottee[s] to pay the unpaid amounts due within 5 days

from the date of receipt of such notice and if the Allottee[s] fails to pay the same even after receipt of such notice, this Agreement shall be terminated / allotment of the Apartment shall be cancelled. In such an event, the Promoter/Owners shall be entitled to adjust and appropriate the following amounts and refund the balance, if any:

14.3.1.1 10% of the total sale consideration of the Apartment;

14.3.1.2 Interest at the rate of 18% p.a. on the delayed payments;

14.3.1.3 Other amounts as may be due to the Promoter/Owners as per this Agreement

14.3.1.4 Alternatively, the Promoter/Owners shall have the rights to complete the construction at the cost and risk of the Allottee and sell the said unit at the costs and risk of the Allottee and appropriate and adjust out of the sale proceeds all amounts due to the Promoter/Owners as the total sale price of the apartment, interest towards delayed payments and all other amounts howsoever due to the Promoter/Owners. In the event the sale proceeds do not meet the sale price to the allottee and other payments due to the Promoter/Owners as per the terms of this Agreement, the Promoter/Owners shall have the right to recover the balance from the Allottee. In the event there is any excess amount available with the Promoter/Owners on the Sale of the Property, after adjustment of all amounts, then the same shall be refunded to the Allottee, within 90 days after the new Allottee obtains proper transfer & documentation of the Apartment concerned.

14.4 Upon termination of this Agreement, the Allottee[s] shall not have any claims over the Annexure mentioned Apartment and the Promoter / Owners shall be entitled to deal with the same as they may deem fit for their benefit without reference to Allottee[s]. In the event of any default committed by the Allottee[s], the Allottee[s] waives any cause of action to

insist on the specific performance of the Agreement and as such, will not be entitled to any relief whatsoever. If, however, the Allottee[s] pays up the arrears within the time stipulated in the notice of termination, the right to terminate this Agreement would lapse for such default alone and this Agreement continues to be valid.

14.5 However, the Promoter / Owners at their discretion may agree to receive the unpaid sums with interest at 18% per annum within such further grace period as stated in the notice of demand till payment in full and in one lump sum. This will not cast any obligation on the Promoter / Owners to receive the said amount in the said manner.

#### **ARTICLE XV: FORCE MAJEURE**

15.1 The DEVELOPER shall not be regarded in breach of any of the terms and conditions herein contained and on the part of the DEVELOPER to be performed and observed if it is prevented by any of the conditions herein below: -

- i) Fire.
- ii) Natural calamity.
- iii) Tempest.
- iv) Abnormal increase in the price of building materials.
- v) Labor unrest.
- vi) Local problem and/or local disturbance.
- vii) Any prohibitory order from the court, Municipal authorities and other statutory bodies.
- viii) Any other unavoidable circumstances beyond control of the DEVELOPER.
- ix) Break out of war or any prohibition of State and Central Government.

#### **ARTICLE XVI: MISCELLANEOUS**

16.1 The Purchaser shall have no connection whatsoever with the purchasers of the other Units and there shall be no privities of contract or any agreement arrangement or obligation or interest as amongst the Purchaser and the other Co-Owners (either express or implied) and the Purchaser shall be responsible to the DEVELOPER for fulfillment of the Purchaser's obligations irrespective of whether the DEVELOPER can procure only a few of them and the Purchaser's obligations and the DEVELOPER's right shall in no way be affected or prejudiced thereby.

16.2 The properties and rights hereby agreed to be sold to the Purchaser are and shall be one to and shall not be partitioned or dismembered in part or parts in any manner save with the consent of the DEVELOPER in writing. It is further agreed and clarified that any transfer of the said Unit by the Purchaser shall not be in any manner inconsistent herewith and the covenants herein contained shall run with the land.

16.3 If at any time hereafter there be imposition of any new or enhancement in any tax or levy or betterment fees or development charges or levies under any statute rules and regulations on the said land and/or the complex as a whole and/or the said Unit or on the transfer thereof, the same shall be borne and paid by the Purchaser partly or wholly as the case may be within 7 days of a demand being made by the DEVELOPER without raising any objection thereto. The Purchaser may however take inspection of the documents in support of such charges at the office of the DEVELOPER upon prior written notice.

16.4 This Agreement contains the entire agreement of the parties and no oral representation or statement shall be considered valid or binding upon either of the parties nor shall any provision of this Agreement be terminated or waived except by written consent by both parties. The Purchaser acknowledges upon signing of this Agreement that no agreements, conditions, stipulations, representations, guarantees or

warranties have been made by the DEVELOPER or its agents, servants or employees other than what is specifically set forth herein.

16.5 The terraces adjacent to any unit shall always remain the property of the DEVELOPER and unless specific right is granted by the DEVELOPER to any Unit holder or holders to such terrace, the Purchaser or any other Unit holder in the said Building shall have no right of whatsoever nature over and in respect of the said terrace or any part or portion thereof nor shall they have any access to the same except in case where any common amenity of the Building is installed or erected in which case access to the same shall be permitted for the purpose of repair or maintenance thereof only. Neither the Purchaser nor any other Unit-holder either jointly or severally shall make any claim or demand of whatsoever nature against the DEVELOPER or any other person in any manner whatsoever and the Purchaser has entered into this Agreement being fully aware and conversant with this specific term of this Agreement.

16.6 It is hereby expressly agreed and declared that the dominant of the parties hereto is to sell and transfer the said Flat to the Purchaser in terms of this agreement and it is not the intention for this agreement, be construed to mean in the self rendering any services.

16.7 The Building complex shall be known by the name of UTOPIA PHASE- I/ II and save and except the DEVELOPER herein nobody else shall have the right to change the said name.

16.8 Residents of UTOPIA PHASE- I/II shall be entitled to enjoy the facilities/amenities provided in Phase – I of the Housing Complex and similarly residents of Phase – I shall be entitled to enjoy the facilities provided in Phase – II of the Housing complex.

16.9 All item/s not specifically included in the clauses / Schedules hereinabove are excluded.

16.10 This Agreement is being signed in duplicate and each of them would be treated as the original. The Purchaser has assumed the obligation to cause this Agreement to be stamped and registered at his/her/its own cost and the DEVELOPER will remain present for the purpose of presenting this Agreement for registration in the event of the Purchaser requiring the same to be registered and the stamp duty, registration charges and other expenses incidental thereto shall be paid borne and discharged by the Purchaser.

16.11 In the event of the Purchaser obtaining any financial assistance and/or housing loan from any bank and/or financial institution the DEVELOPER is hereby authorized and empowered to act in accordance with the instructions of the bank and/or financial institution in terms of the agreement between the Purchaser and the Bank and/or financial institution, SUBJECT HOWEVER the DEVELOPER being assured of all amounts being receivable for sale and transfer of the said Flat / Unit and in no event the DEVELOPER shall assume any liability and/or responsibility for any loan and/or financial assistance which may be obtained by the Purchaser from such bank and/or Financial Institution.

16.12 The Purchaser shall apply for and obtain through the DEVELOPER at the Purchaser's cost separate assessment of the said Unit for municipal taxes and mutation of the name of the said Purchaser in respect of the said Unit in the records of the concerned Municipal Authorities.

16.13 The DEVELOPER and the Purchaser have entered into this Agreement purely on principal to principal basis and nothing stated herein shall be deemed to constitute a partnership between the DEVELOPER and the Purchaser or to be construed as a joint venture or

joint ventures between the Purchaser and the DEVELOPER nor shall the DEVELOPER and the Purchaser constitute an association of persons.

16.14 This Agreement supersedes all other agreements arrangements, understanding or brochure and in no event the Purchaser shall be entitled to set up any oral Agreement.

16.15 For the purpose of facilitating the construction of the said Flat / Unit in the aforesaid building the DEVELOPER may apply for and obtain financial assistance from banks and other financial institutions.

16.16 Nothing contained herein shall be treated or be regarded as a transaction involving allowing the possession of the said undivided proportionate share of land in the said premises or in the said Unit to be taken or retained in part performance of contract of the nature referred to in Section 53A of the Transfer Of Property Act,1882 nor shall this Agreement be treated as an Agreement or arrangement of whatsoever nature whereby the Purchaser has acquired or shall be deemed to have acquired any right in or in respect of the said Unit or the said construction at the said premises, such rights shall accrue and arise only after the Purchaser has paid all the amounts agreed to be paid under this Agreement and has performed all the terms and conditions herein contained and on the part of the Purchaser to be observed and performed.

16.17 NOTWITHSTANDING anything elsewhere to the contrary herein contained it is expressly understood by and between the Parties hereto as follows:

(a) It is hereby agreed that the right of the Purchaser shall remain restricted to the said Flat 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 or any part or portion

thereof and the DEVELOPER can sell, transfer and/or use in any lawful manner and the Purchaser agrees not to raise any objection.

(b) The Developer shall be entitled to all future exploitation of the said Building and/or the said premises by way of additional construction or otherwise, subject to permission from the concerned municipal authorities.

(c) The DEVELOPER reserves unto themselves the exclusive right to use and/or permitted to be used any space in the roof/common areas of the residential complex for the purpose of exhibiting any neon sign, signage or any other mode of advertisement.

(d) The DEVELOPER shall have the right to grant to any person the exclusive right to park his car or scooter or any other two-wheeler or otherwise use and enjoy for any other purpose, the open spaces of the Building or premises and also the covered spaces in the basement/ground floor of the building (including car parking spaces but not the one expressly provided for to the Purchaser under this Agreement) in such manner as the DEVELOPER shall in their absolute discretion think fit and proper.

(e) The proportionate share of the Purchaser in various matters referred to herein shall be such as be determined by the DEVELOPER and the Purchaser shall accept the same notwithstanding there being minor variations therein for the sake of convenience.

( f) The Developer already applied for RERA registration and as soon it will be made available it shall communicate the same to the Purchaser/s. /Already obtained the RERS registration having registration no.....

## **ARTICLE XVII: WARRANTY**

17.1 Furthermore and without prejudice to the generality of the foregoing it is expressly agreed that in case the Purchaser notices any defect in the construction of the Unit or in the materials used therein, within Six Month from the Date of Commencement of Liability , the Purchaser shall immediately bring the same to the notice of the DEVELOPER and unless such defect has arisen due to any act or omission on the part of the Purchaser or its agents, the DEVELOPER shall wherever possible, rectify the defect without charge to the Purchaser.

17.2 Notwithstanding anything to the contrary contained in clause 17.1 immediately preceding, it is expressly agreed and understood that in case the Purchaser, without first notifying the DEVELOPER and without giving the DEVELOPER the opportunity to inspect, assess and determine the nature of the defect, alter the state and condition of the defect or the area of the defect, then the DEVELOPER shall be relieved of its obligations contained in Clause 17.1 immediately preceding.

#### **ARTICLE XVIII: NOTICE**

18.1 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 XIX : ARBITRATION**

19.1 All disputes and differences between the parties hereto regarding the construction or interpretation of any of the terms and conditions herein contained or touching these presents or determination of any liability shall be referred to the arbitration solely appointed by the developer or any person nominated by it and the same shall be deemed to

be a reference within the meaning of the Arbitration and conciliation Act 1996.

19.2 The Arbitrator shall have summary powers.

19.3 The Arbitrators shall have the right to give interim awards and/or directions.

19.4 It will be obligatory on the part of the Arbitrator to give reasoned or speaking Order.

19.5 The parties hereto agree and covenant with each other that they have full trust and faith in the Arbitrator and agree not to challenge and/or dispute the same in any manner whatsoever or howsoever.

## **ARTICLE XX : JURISDICTION**

20.1 Courts having competent Jurisdiction at North 24 Pargans/ Kolkata alone shall have jurisdiction to entertain and try all actions suits and proceedings arising out of this Agreement.

### **THE FIRST SCHEDULE ABOVE REFERRED TO (THE SAID PROPERTY/PREMISES)**

#### **PART I**

ALL THAT piece and parcel of 3/4TH share of Bastu land measuring an area about 15 Katha 6 chittack 32 Sq. ft. along with the 900 Sq.ft. RT Shaded Structured thereon out of the entire Land area of 0.34 Satak, i.e., 20.57 Katha Bastu Land along with RT Shaded Structured measuring an area about 1200 sq ft. comprising at Mouza – Mathkal, Vivekananda Road, Gram Dakhin Nimta, J J.L no. 15, R.S. no. 171, Touzi No.- 3,160-162, R.S. R.S. Dag No. 431 under R.S. Khatian No. 153, bearing premises at Mathkal, Rabindranagar Vivekanada Road, P.O- Rabindranagar, P.S- Dum Dum, Kolkata- 700065, Ward No. 3, being Holding No. 170 of the local limits of South Dum Dum Municipality

under District – North 24 Parganas Sub-Registry Office at Cossipur Dum Dum, with all easements, rights, appurtenant thereto

## **PART- II**

ALL THAT piece and parcel of 1/4TH share of Bastu land measuring an area about 5 Katha 25 Sq. ft. along with the 300 Sq.ft. RT Shaded Structured thereon out of the entire Land area of 0.34 Satak, i.e., 20.57 Katha Bastu Land along with RT Shaded Structured measuring an area about 1200 sq ft. comprising at Mouza – Mathkal, Vivekananda Road, Gram Dakhin Nimta, J.L no. 15, R.S. no. 171, Touzi No.- 3,160-162, R.S. R.S. Dag No. 431 under R.S. Khatian No. 153, bearing premises at Mathkal, Rabindranagar Vivekanada Road, P.O- Rabindranagar, P.S- Dum Dum, Kolkata- 700065, Ward No. 3, being Holding No. 170 of the local limits of South Dum Dum Municipality under District – North 24 Parganas Sub-Registry Office at Cossipur Dum Dum, with all easements, rights, appurtenant thereto

## **DESCRIPTION OF THE TOTAL PROPERTY**

ALL THAT piece and parcel of Bastu land measuring an area about 0.34 Satak, i.e., 20.57 Katha Bastu Land along Proposed **G+7** or more storied Structures comprising at Mouza – Mathkal, Vivekananda Road, Gram Dakhin Nimta, J.L no. 15, R.S. no. 171, Touzi No.- 3,160-162, R.S. R.S. Dag No. 431 under R.S. Khatian No. 153, bearing premises at Mathkal, Rabindranagar Vivekanada Road, P.O- Rabindranagar, P.S- Dum Dum, Kolkata- 700065, Ward No. 3, being Holding No. 170 of the local limits of South Dum Dum Municipality under District – North 24 Parganas Sub-Registry Office at Cossipur Dum Dum, with all easements, rights, appurtenant thereto and which is butted and bounded as follows:

ON THE EAST : - By Vivekananda Municipal On Road

ON THE SOUTH : - By Land of Other

ON THE WEST : - By Common Passage

ON THE NORTH : - By Municipal On Road

**THE SECOND SCHEDULE ABOVE REFERRED TO  
(THE SAID FLAT AND THE PROPERTIES APPURTENANT THERETO)**

**ALL THAT** the Flat No..... on the ..... floor of Block No I /II of UTOPIA containing by admeasurements ..... Sq.Ft of Covered area appears to be .....Sq. Ft. Built Up corresponding to .....Sq.ft of Super buildup area (be the same a little more or less) TOGETHER WITH the undivided proportionate variable share in the common parts, portions, areas, facilities, and amenities ft. Super Built-up Are and also 1(ONE) Covered / NIL open Car Parking Space/s in the ground floor TOGETHER WITH the undivided proportionate variable share in the land comprised in the said building attributable thereto.

**THE THIRD SCHEDULE ABOVE REFERRED TO  
(Common Parts and Portions)**

1. The foundation columns beam support corridors lobbies stairs stairways landings entrances exits and pathways.
2. Drains and sewers from the premises to the Municipal Duct.
3. Water sewerage and drainage connection pipes from the Flats to drains and sewers common to the premises.
4. Toilets and bathrooms for use of durwans, drivers, maintenance staff of the premises.
5. The durwans & maintenance staff rest room with electrical wiring switches and point's fittings and fixtures as allocated by the DEVELOPER.
6. Boundary walls of the premises including outer side of the walls of the building and main gates.
7. Water pump and motor with installation and room therefore.

8. Tube well water pump overhead tanks and underground water reservoirs water pipes and other common plumbing installations and spaces required thereto.
9. Transformer electrical wiring meters and fittings and fixtures for lighting the staircase lobby and other common areas (excluding those as are installed for any particular Flat) and spaces required therefore.
10. Windows/doors/grills and other fittings of the common area of the premises.
11. Generator its installations and its allied accessories and room.
12. Lifts and their accessories installations and spaces required therefore.
13. Such other common parts areas equipments installations fixtures fittings covered and open space in or about the said Premises and/or the building as are necessary for passage to or use and occupancy of the Flats as are necessary.
14. Community Hall for common use of all the occupants of the said New Building.
15. Gymnasium
16. Landscaped Garden Roof garden.
17. Demarcated portion of Roof for common use.

**THE FOURTH SCHEDULE ABOVE REFERRED TO**  
**(Payment Terms)**

The Purchaser hereby agrees to pay the total consideration amount of @ Rs. ..../- (Rs.....) per Sq. Ft only

that is In Total RS. ....../- for the Flat as per the following Schedule :

### **PAYMENT SCHEDULE**

| <b>Advance Payment on the date of execution of agreement</b> |                                                                              |     |
|--------------------------------------------------------------|------------------------------------------------------------------------------|-----|
| 1.                                                           | Booking Agreement Amount ( Immediate after execution of agreement for sale ) | 10% |
| 2.                                                           | After Completion Piling                                                      | 15% |
| 3.                                                           | a) After Completion of Roof Casting of 1 <sup>st</sup> Floor                 | 5%  |
|                                                              | b) After Completion of Roof Casting of 2 <sup>nd</sup> Floor                 | 5%  |
|                                                              | c) After Completion of Roof Casting of 3 <sup>rd</sup> Floor                 | 5%  |
|                                                              | d) After Completion of Roof Casting of 4 <sup>th</sup> Floor                 | 5%  |
|                                                              | e) After Completion of Roof Casting of 5 <sup>th</sup> Floor                 | 5%  |
|                                                              | f) After Completion of Roof Casting of 6 <sup>th</sup> Floor                 | 5%  |
|                                                              | g) After Completion of Roof Casting of 7 <sup>th</sup> Floor                 | 5%  |
| 4.                                                           | After Starting Brick Work                                                    | 15% |
| 5.                                                           | After Starting Plaster Work                                                  | 5%  |
| 6.                                                           | After Tiles Fitting                                                          | 5%  |
| 7.                                                           | After Starting Electric Works                                                | 5%  |
| 8.                                                           | After Doors & Window Fittings                                                | 5%  |
| 9.                                                           | Starting of Putty Work                                                       | 3%  |

|                                                  |                         |             |
|--------------------------------------------------|-------------------------|-------------|
| 10.                                              | At the time of Registry | 2%          |
| <b>Total</b>                                     |                         | <b>100%</b> |
| <b>• for the 1 Car parking Space an Mount of</b> |                         | <b>Rs.</b>  |

In addition to that the purchaser shall liable to pay GST asper IT slab along with each instalment payment separately.

Registration Cost and Stamp duty payable to the Government and Professional Fees of the Project advocate.

**THE FIFTH SCHEDULE ABOVE REFERRED TO  
(CHARGES & DEPOSITS)**

The details of the deposits and extra charges payable by the Purchaser to the DEVELOPER are set out hereunder, which are in addition to any deposit/charges set out elsewhere in this agreement: -

**A) EXTRA CHARGES**

For electric connection to the said Building and proportionate share of deposit for the payment made to WBEDCL/CESC for providing HT/LT line Transformer in the said complex as security and cost of transformer, expenses for cabling and ancillary equipment. @ Rs. 35/-per Sq. ft. of super built up area.

**(b) Charges for Generator**

In 2 Bed Roomed Flats - Rs.25000/- for 0.75 KVA

In 3 Bed Roomed Flats - Rs.35000/- for1.00 KVA and

In 4 Bed Roomed Flats - Rs.45000/- for1.50 KVA.

For Legal charges **Rs. 6,000/-** at the time of Execution of the Agreement out of total registration charges of **1%** and the rest of the admissible amount shall be paid at the time of Registration of the deed of Conveyance in favour of the Purchaser as per the Government valuation excluding the Stamp duty and other admissible expenses.

If at any time the said DEVELOPER shall be liable to make payment of any amount on account of statutory outgoings and/or impositions including sales tax, VAT, Service Tax, GST and any other taxes the Purchaser shall be liable and agrees to make payment of the amount on account of such statutory outgoings and sales tax and has agreed to keep the DEVELOPER indemnified against all actions suits and proceedings.

Rs.10/-per Sq. Ft. on Super Built-up area towards amenities/facilities at the time of top Floor casting.

#### DEPOSITS

(g) Deposit for Rates and Taxes @ Rs. 6/-per Sq. Ft. of Super built-up area for municipal Tax, water tax, Khazana and any other Govt. levies as refundable deposit.

(h) Deposit for electricity Meter payable to WBEDCL/CESC or any other supply organization.

(i) Rs. 1/-per sq. ft. of Super Built-up area as maintenance deposit for 2 months.

The Charges and Deposits mentioned in item nos (a), (b), (c) (d) and (e) in all aggregating to Rs. ....../- shall be payable by the Purchaser in accordance with the demands raised by the DEVELOPER.

Amounts mentioned in item nos (g), (h) and (i) shall be payable at the time of possession.

### **THE SIXTH SCHEDULE ABOVE REFERRED TO**

#### **PART I**

##### **A. FACILITIES / AMENITIES**

1. Street Light.
2. Drainage, Sewerage System.
3. Water Supply System.
4. Filtered Water supply
5. A.C Community Hall,
6. Landscaped Garden.
7. Intercom.
8. Recreational facilities for Exclusive use of complex Residents
9. A.C. Gymnasium and Club. ( subject to membership)
10. Indoor Games Rooms.
11. Children Play Area.
12. Swimming Pool.
13. Library Space
14. Roof Gardain.
15. Adda Zone
16. Temple
17. Yaga Dack
18. Roof Garden

#### B. SPECIFICATIONS

**BUILDING :** Designed on a RCC Frame structure with suitable foundation depending on soil conditions.

**EXTERIOR ELEVATION :** To be designed by the architect, finished with suitable exterior paint finish.

**INTERIOR WALLS:** Brick walls with a plaster of Paris finish over a cement plaster.

**FLOORING :** Vitrified tiles in bedroom, living and dining areas.

**KITCHEN:** Ceramic tiles flooring with granite work top, one sink and ceramic tiles wall cladding up to 2 feet over the granite top.

**BATHROOM:** Ceramic tiles flooring with wall dado of ceramic tiles up to 7 feet height from the floor with good quality CP fittings and white sanitary ware.

WINDOWS: Aluminum sliding windows with clear glass glazing with grills of uniform standard design as approved by the Promoter in the flats only on the windows from inside.

DOORS: Main Doors Decorative and other doors painted flush doors.

ELECTRICALS: Copper wiring in concealed conducts.

LIVING AND DINNING ROOM:

1. T.V. Point
2. 5 Amp socket (for T.V. & Telephone)
3. Telephone Point (BSNL) With Intercom
4. Light Point
5. Fan Point
6. Calling Bell

MASTER BEDROOM

1. Intercom Point
2. T.V. Pont
3. 5 Amps Socket (For T.V. & Telephone)
4. Light Point
5. Fan point
6. 15 Amps. Socket (For A.C.)

COMMON BED ROOM

1. Switch Board (With 5 Amps. Socket Point)
2. Fan Point
3. Light Point
4. 15 Amps. Socket (For A.C.)

MASTER BEDROOM TOILET

1. Exhaust Fan
2. Light point
3. Geyser Point

COMMON TOILET

1. Exhaust Fan
2. Light point

3. Geyser Point

KITCHEN

5. Amp. Socket

Light Point

Exhaust Fan

15 Amps. Socket

BALCONY ATTACHED TO LIVING DINNING

Light Point (In Ceiling)

5 Amps. Socket

BALCONY ATTACHED TO LIVING DINNING

1. Light Point

THIRD COMMON/ MASTER TOILET (if any)

Exhaust Fan

Light Point

Geyser Point

WATER SUPPLY:

Filtered water supply.

LIFTS

Of reputed make.

GENERATOR:

A suitable standby generator shall be provided as standby for all common lighting and water pump.

## **PART II**

Subject to the Purchaser observing and performing his obligations hereunder, the building shall be completed by the DEVELOPER and Developer within ..... plus six months Grace period subject however to force majeure.

### **THE SEVENTH SCHEDULE ABOVE REFERRED TO (Maintenance Charges)**

1. Repairing rebuilding repainting improving or other treating as necessary and keeping the property and every exterior part thereof in good and substantial repairs order and condition and renewing and replacing all worn or damaged parts thereof.
2. Painting with quality paint as often as may (in the opinion of the Association) be necessary and in a proper and workmanlike manner all the wood metal stone and other work of the property and the external surfaces of all exterior doors of the Building and decorating and coloring all such parts of the property as usually are or ought to be.
3. Keeping the gardens and grounds of the property generally in a neat and tidy condition and tending and renewing all lawns flowers beds shrubs trees forming part thereof as necessary and maintaining repairing and where necessary reinstating any boundary wall hedge or fence.
4. Keeping the private road in good repair and clean and tidy and edged where necessary and clearing the private road when necessary.
5. Paying a fair proportion of the cost of clearing repairing instating any drains and sewers forming part of the property.
6. Paying such workers as may be necessary in connection with the upkeep of the property.
7. Insuring any risks.
8. Cleaning as necessary the external walls and windows (not forming part of any Flat) in the property as may be necessary keeping cleaned the common parts and halls passages landing and stair cases and all other common parts of the building.
9. Cleaning as necessary of the areas forming parts of the property.

10. Operating maintaining and (if necessary) renewing the lighting apparatus from time to time of the maintained property and providing such additional lighting apparatus as the DEVELOPER may think fit.
11. Maintaining and operating the lifts.
12. Providing and arranging for the emptying receptacles for rubbish.
13. Paying all rates taxes duties charges assessments and outgoings whatsoever (whether central state or local) assessed charged or imposed upon or payable in respect of the building or any part thereof excepting in so far as the same are the responsibility of the individual owners/occupiers of any flat/Flat.
14. Abating any nuisance and executing such works as may be necessary for complying with any notice served by a local authority in connection with the development or any part thereof so far as the same is not the liability of or attributable to the flat of any individual lessee of any flat.
15. Generally managing and administering the development and protecting the amenities in the building and for that purpose employing and contractor and enforcing or attempting to enforce the observance of the covenants on the part of any occupants of any of the flats.
16. Employing qualified accountant for the purpose of auditing the accounts in respect of the maintenance expenses and certifying the total amount thereof for the period to which the account relates.
17. Complying with the requirements and directions of any competent authority and with the provisions of all statutes and all regulations orders and bye-laws made thereunder relating to the building excepting those which are the responsibility of the owner/occupier of any flat/Flat.

18. Insurance of fire fighting appliances and other equipments for common use and maintenance renewal and insurance of the common television aerials and such other equipment as the DEVELOPER may from time to time consider necessary for the carrying out of the acts and things mentioned in this Schedule.

19. Administering the management company staff and complying with all relevant statutes and regulations and orders thereunder and employing suitable persons or firm to deal with these matters.

20. The provision for maintenance and renewal of any other equipment and the provision of any other service which in the option of the Management company/Association it is reasonable to provide.

21. In such time to be fixed annually as shall be estimated by the Association (whose decision shall be final) to provide a reserve fund for items of expenditure referred to this schedule to be or expected to be incurred at any time.

The said reserve fund shall be kept in separate account and the interest thereon or income from the said fund shall be held by the Association for the owners of the Flats/flats and shall only be applied in accordance with unanimous or majority decision of the members of the Association and with the terms of this Schedule.

The charges / fees of any professional Company / Agency appointed to carry out maintenance and supervision of the building complex.

### **THE EIGHTH SCHEDULE ABOVE REFERRED TO :**

#### **PART- I**

#### **(Description of The Owners)**

**1. SRI NIKHIL CHANDRA MONDAL, 2. SMT. KAMALA BALA MONDAL, 3. SRI SUFAL CHANDRA MONDAL, 4. SMT. BULBUL MONDAL, 5. SRI**

**SUMAN MONDAL, 6. SMT. ARCHANA MONDAL, 7. SRI SOUMIK MONDAL, 8. SRI SUSANTA KUMAR MONDAL, 9. SRI SWAPAN MONDAL, 10. SMT. SUBHADRA MONDAL, 11. SMT. SANDHYA MONDAL, 12. SMT. SUSHAMA ROY, 13. MISS RITA MONDAL, 14. SRI DIPANKAR MONDAL, 15. SRI SUBHANKAR MONDAL, 16. SMT. BIJALI PAL, 17. SMT. ANJU SARDAR, 18. SMT. NILASHREE MONDAL alias SMT. NILASREE JOYDHAR, 19. SOMA KARMAKAR, 20. SRI PARTHA MONDAL 21. SMT. KALYANI MONDAL, 22. SMT. KRISHNA MONDAL, 23. SMT. SHIBANI DAS**

## **PART -II**

### **DESCRIPTION OF THE DEVELOPER**

**Khasnobish Real-estate Private Limited (PAN AAGCK8076R)**, having its registered Office at 4B, J. K. Mitra Road, P.O- Belgachia, P.S. Chitpur, under the Jurisdiction of Kolkata Municipal Corporation, Ward No. 3, Kolkata 700037, North 24 Parganas, West Bengal

### **THE NINTH SCHEDULE ABOVE REFERRED TO:**

#### **TITLE OF THE PROPERTY**

WHAREAS one Rasik Lal Mondal was the absolute Owner of the Property measuring an area about 0.34 Satak, i.e., 20.57 Cottah Bastu Land within the District 24 Pgs (N), Police Station Dum Dum, Sub-Registry Office at Cossipore Dum Dum, Mouza Mathkal, Gram Dakhin Nimta, Vivekananda Road, R.S. Dag No. 431, R.S. Khatian No. 153, J.L. 15, bearing premises Mathakal, Rabindranagar, P.S Dum Dum, P.O. Rabindranagar, South Dum Dum Municipality, Kolkata 700 065 by strength of one registered Bengali Bikrai Kobala, i.e., the Sale Deed. That after demise of said Rasik Lal Mondal his successors namely late Barada Prasad Mondal, Late Rajani Kanta Mondal, Late Panchanan Mondal, Late Manik Lal Mondal were jointly succeeded the aforesaid property under the Hindu Succession Act, 1956 and thereafter their successors on

23.09.1964 by executing one registered Deed of Partition being Book No. I, Volume No. 109, Pages 104 to 116, being Deed No. 7568 of 1964 mutually partitioned their jointly succeeded, ownership land in between themselves and separated the land under different part and portion. That subsequently by another Deed of Conveyance Being Deed No. 674, Pages 261 to 268, Book No. I, Volume No. 14, registered before the Office of the ADSR Cossipore Dum Dum, registered on 1.2.1974 said Nikhil Chandra Mondal purchased the share of the other successors of Late Ponchulal Mondal and purchased 3/4<sup>th</sup> share of land considering the Partition Deed executed on 1964 which is the part of the Schedule Property. That said Arabinda Kumar Mondal by strength of one registered Deed of Gift being Deed No. 7569, Volume No. 110, Pages 147 to 152, Book No. I, registered on 28.09.1964, registered before the Office of the ADSR Cossipore Dum Dum got all lawful right, title, interest from the other successors of Late Rajani Kanta Mondal namely Smt. Soilabala Mondal, Smt. Angurbala Mondal, Smt. Kamalabala Biswas, Smt. Radharani Sardar, Smt. Sitangini Mondal got the ownership over the share of other successors of Late Rajani Kanta Mondal became the owner of the 1/4<sup>th</sup> share of the Schedule Property mentioned below.

**AND WHEREAS** said Rasik Lal Mondal died intestate after leaving, said Birendra Nath Mondal who died intestate on 2.05.11, said Arabinda Mondal died intestate on 24.01.14 and Gobinda Chandra Mondal died intestate on 1.05.2008 and said Jaganath Mondal @Jagannath Mondal died intestate on 19.05.2000 and said Balaram Mondal also died intestate on 22.06.2018 after leaving behind their successors namely **1. SRI NIKHIL CHANDRA MONDAL, 2. SMT. KAMALA BALA MONDAL, 3. SRI SUFAL CHANDRA MONDAL, 4. SMT. BULBUL MONDAL, 5. SRI SUMAN MONDAL, 6. SMT. ARCHANA MONDAL, 7. SRI SOUMIK MONDAL, 8. SRI SUSANTA KUMAR MONDAL, 9. SRI SWAPAN MONDAL, 10. SMT. SUBHADRA MONDAL, 11. SMT. SANDHYA MONDAL, 12. SMT. SUSHAMA ROY, 13. MISS RITA MONDAL, 14.**

**SRI DIPANKAR MONDAL, 15. SRI SUBHANKAR MONDAL, 16. SMT. BIJALI PAL, 17. SMT. ANJU SARDAR, 18. SMT. NILASHREE MONDAL alias SMT. NILASREE JOYDHAR**, the co-sharer of the property herein they under the Hindu Succession Act 1956 jointly succeeded **ALL THAT** piece and parcel of **3/4<sup>TH</sup> share** of Bastu land measuring an area about **15 Katha 6 chittack 32 Sq. ft.** along with the **900 Sq.ft.** RT Shaded Structured thereon out of the entire Land area of **0.34 Satak, i.e., 20.57 Katha** Bastu Land along with RT Shaded Structured measuring an area about **1200 sq ft.** comprising at Mouza – Mathkal, Vivekananda Road, Gram Dakhin Nimta, J.L no. 15, R.S. no. 171, Touzi No.- 3,160-162, R.S. Dag No. 431 under R.S. Khatian No. 153 bearing premises at bearing premises at Mathkal, Rabindranagar Vivekanada Road, P.O- Rabindranagar, P.S- Dum Dum, Kolkata-700065, Ward No. 3, being Holding No. 170 of the local limits of South Dum Dum Municipality under District – North 24 Parganas Sub-Registry Office at Cossipur Dum Dum, with all easements, rights, appurtenant thereto more fully described in the Part I of the Schedule Below without any interference from any ends.

**AND WHEREAS** said Rasik Lal Mondal died intestate after leaving, said Birendra Nath Mondal who died intestate on 2.05.11, said Arabinda Mondal died intestate on 24.01.14 and Gobinda Chandra Mondal died intestate on 1.05.2008 and said Jaganath Mondal @Jagannath Mondal died intestate on 19.05.2000 and said Balaram Mondal also died intestate on 22.06.2018 also leaving behind their successors namely 1. **SOMA KARMAKAR, 2. SRI PARTHA MONDAL 3. SMT. KALYANI MONDAL, 4. SMT. KRISHNA MONDAL, 5. SMT. SHIBANI DAS**, the co-sharer of the property herein they under the Hindu Succession Act 1956 jointly succeeded **ALL THAT** piece and parcel of **1/4<sup>TH</sup> share** of Bastu land measuring an area about **5 Katha 25 Sq. ft.** along with the 300 Sq.ft. RT Shaded Structured thereon out of the entire Land area of **0.34 Satak, i.e., 20.57 Katha** Bastu Land along with RT Shaded Structured

measuring an area about **1200 sq ft.** comprising at Mouza – Mathkal, Vivekananda Road, Gram Dakhin Nimta J.L no. 15, R.S. no. 171, Touzi No.- 3,160-162, R.S. Dag No. 431 under R.S. Khatian No. 153 bearing premises at Mathkal, Rabindranagar Vivekanada Road, P.O- Rabindranagar, P.S- Dum Dum, Kolkata- 700065, Ward No. 3, being Holding No. 170 of the local limits of South Dum Dum Municipality under District – North 24 Parganas Sub-Registry Office at Cossipur Dum Dum, with all easements, rights, appurtenant thereto more fully described in the Part II of the Schedule Below without any interference from any ends.

As such 1.**SRI NIKHIL CHANDRA MONDAL, 2. SMT. KAMALA BALA MONDAL, 3. SRI SUFAL CHANDRA MONDAL, 4. SMT. BULBUL MONDAL, 5. SRI SUMAN MONDAL, 6. SMT. ARCHANA MONDAL, 7. SRI SOUMIK MONDAL, 8. SRI SUSANTA KUMAR MONDAL, 9. SRI SWAPAN MONDAL, 10. SMT. SUBHADRA MONDAL, 11. SMT. SANDHYA MONDAL, 12. SMT. SUSHAMA ROY, 13. MISS RITA MONDAL, 14. SRI DIPANKAR MONDAL, 15. SRI SUBHANKAR MONDAL, 16. SMT. BIJALI PAL, 17. SMT. ANJU SARDAR, 18. SMT. NILASHREE MONDAL alias SMT. NILASREE JOYDHAR, 19. SOMA KARMAKAR, 20. SRI PARTHA MONDAL 21. SMT. KALYANI MONDAL, 22. SMT. KRISHNA MONDAL, 23. SMT. SHIBANI DAS** they Jointly became the absolute Joint owners of **ALL THAT** piece and parcel of Bastu land measuring an area about **0.34 Satak, i.e., 20.57 Katha** Bastu Land along Proposed **G+7** or more storied Structure comprising at Mouza – Mathkal, Vivekananda Road, Gram Dakhin Nimta, J.L no. 15, R.S. no. 171, Touzi No.- 3,160-162, R.S. Dag No. 431 under R.S. Khatian No. 153 bearing premises at Mathkal, Rabindranagar Vivekanada Road, P.O- Rabindranagar, P.S- Dum Dum, Kolkata- 700065, Ward No. 3, being Holding No. 170 of the local limits of South Dum Dum Municipality under District – North 24 Parganas Sub-Registry Office at Cossipur Dum Dum, with all easements, rights, appurtenant thereto.

**AND WHEREAS** the land owners herein has been seized and possessed of the aforesaid plot of land measuring more or **ALL THAT** piece and parcel of Bastu land measuring an area about **0.34 Satak, i.e., 20.57 Katha** Bastu Land along Proposed Multistoried housing Project comprising at Mouza – Mathkal, Vivekananda Road, Gram Dakhin Nimta, J.L no. 15, , R.S. no. 171, Touzi No.- 3,160-162, R.S. R.S. Dag No. 431 under R.S. Khatian No. 153 bearing premises at Mathkal, Rabindranagar Vivekananda Road, P.O- Rabindranagar, P.S- Dum Dum, Kolkata- 700065, Ward No. 3, being Holding No. 170 of the local limits of South Dum Dum Municipality under District – North 24 Parganas Sub-Registry Office at Cossipur Dum Dum, with all easements, rights, appurtenant thereto more fully described in the Schedule-hereunder written.

**AND WHEREAS** with a view to developing and/or cause to be developed by constructing a housing Project over the entire land, the land owners no 1 to 18 and 19 to 23 herein separately approached the Developer and expressed their intention to develop the abovementioned property by constructing multi storied building and or Building according to building plan to be signed by the authority.

**AND WHEREAS** To Develop the said property said 1.**SRI NIKHIL CHANDRA MONDAL, 2. SMT. KAMALA BALA MONDAL, 3. SRI SUFAL CHANDRA MONDAL, 4. SMT. BULBUL MONDAL, 5. SRI SUMAN MONDAL, 6. SMT. ARCHANA MONDAL, 7. SRI SOUMIK MONDAL, 8. SRI SUSANTA KUMAR MONDAL, 9. SRI SWAPAN MONDAL, 10. SMT. SUBHADRA MONDAL, 11. SMT. SANDHYA MONDAL, 12. SMT. SUSHAMA ROY, 13. MISS RITA MONDAL, 14. SRI DIPANKAR MONDAL, 15. SRI SUBHANKAR MONDAL, 16. SMT. BIJALI PAL, 17. SMT. ANJU SARDAR, 18. SMT. NILASHREE MONDAL alias SMT. NILASREE JOYDCHAR, 19. SOMA KARMAKAR, 20. SRI PARTHA MONDAL 21. SMT. KALYANI MONDAL, 22. SMT. KRISHNA MONDAL, 23. SMT. SHIBANI DAS** the LANDOWNERS herein entered into 2

Registered development agreements dated 5<sup>TH</sup> October 2021 Registered before ADSR Cossipore Dum Dum, Registered In Book No I, Vol. No. 1506- 2021 Copied In pages 451770 to 451869 being no 685 for the Year 2021 and Development Agreement Dated 21<sup>st</sup> August, Registered before ADSR Cossipore Dum Dum , Registered In Book No I, Vol. No. 1506-2021 Copied In pages 308004 to 308060 being no 7247 for the Year 2021 and development power of attorney registered before ADSR, Cossipore Dum Dum, Registered in Book no. I, Vol. No. 1506-2022, Pages from 244630 to 244664, Being no. 08495 of 2021 dated 24.08.2021 and dated 12.12.2022 Registered in ADSR, Cossipore Dum Dum, Registered in Book no. I, Vol. No. 1506-2022, Pages from 543824 to 543862, Being no. 16112 of 2022 with certain terms and condition which has been written therein followed by a registered Development Power Of Attorney's and accordingly separated the Owners allocated portion and Developer's allocation.

Thus the Owners herein now owns 34 Satak, i.e., 20.57 Cottah ( Lot-I to Lot-II) more fully and particularly described in the First Schedule hereunder written.

**THE TENTH SCHEDULE ABOVE REFERRED TO :**  
**(RIGHTS RESERVED)**

(1) The right to the free and uninterrupted passage and running of all appropriate services and supplies from and other parts of the building in and through the appropriate conduits and through any structures of a similar use or nature that may at any time be constructed in, on over or under the building.

(2) The right to construct and to maintain at any time pipes, sewers, drains, mains, ducts, conduits, gutter, wires, cables (Laser optical fibers, data or impulse transmission communication or reception systems) channels, flues and other necessary conducting media for the provision of services or supplies for the benefit of any part of the building.

(3) The right of the Vendor and all persons authorized by it at reasonable times and on reasonable notice (but in emergency at any time and without notice) to enter the demised unit with surveyor for any or all of the following purposes:

- (i) Carrying out work in the structure or the plant
- (ii) Inspecting the demised unit
- (iii) Showing the demised unit to any person with a view to that person acquiring an interest in it.
- (iv) Measuring the demised unit
- (v) Carrying out work for which the Vendor is liable under the terms of this Agreement

(4) The right of support which the said building gives to other parts of the Building.

(5) The right to build or alter or deal with the building even if this affects the light and air coming to the demised unit or causes nuisance, damages, annoyance or inconvenience to the Purchaser by noise, dust, vibration or otherwise, provided this does not affect the Purchaser's ability to use the demised unit.

(6) The right and liberty at any time to alter, raise the height or rebuild any part of the building or to erect any new building in such manner as the Vendor may think fit and proper.

(7) The Vendor shall have the right at all times to refuse access to any person or persons whose presence in the IT Park may in the judgment of the Vendor be prejudicial to the safety, character, reputation and interest of the IT Park and its Occupiers.

(8) The free and uninterrupted use of all gas, water and other pipes, electric, telephone and other wires, conduits and drains which now are or may hereafter during the term be in through under or over the Premises and/or Unit.

To create and to maintain in upon through under or over the said sub demised unit and the new building at any time during the term any easement or service for the benefit of any part of the building.

To erect scaffolding for the purpose of repair, cleaning or painting the Building notwithstanding that such scaffolding may temporarily restrict the access to or enjoyment and use of the Sub Demised Unit.

Alteration in the beams and columns passing through the Building's Common Portions for the purpose of making changing or repairing the concealed wiring and piping or otherwise.

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

SIGNED and DELIVERED by the  
VENDORS Through Constituted  
Attorney at Kolkata in the  
presence of :

1.

2.

SIGNED and DELIVERED by the  
DEVELOPER at Kolkata in the  
presence of :

1.

2.

SIGNED and DELIVERED by the  
PURCHASER at Kolkata in the  
presence of :

1.

2.

Drafted by

Advocate

High Court, Calcutta

office at 6, Old Post Office Street

Kolkata- 700001

Composed By

S. Ghosal,