

## **AGREEMENT**

1. **Date:** \_\_\_\_\_
2. **Place:** Kolkata
3. **Parties:**
  - 3.1 **Nitya Gopal Saha**, son of Late Gyanranjan Saha, by faith Hindu, by nationality Indian, by occupation Retired, residing at Reckjoani, Post Office and Police Station -Rajarhat, Kolkata-700135 [**PAN CRYPS 3737 F**].
  - 3.2 **Chhaya Rani Saha**, wife of Nitya Gopal Saha, by faith Hindu, by nationality Indian, by occupation Housewife, residing at Reckjoani, Post Office and Police Station -Rajarhat, Kolkata-700135 [**PAN CRYPS 3736 E**].  
(Collectively **Owners**, includes successor-in-interest and assigns)

**And**

- 3.3 **Committed Partners Company**, a partnership firm having its office at Vill Reckjoani, Police Station – Rajarhat, Post Office Rajarhat, Kolkata – 700135, represented by its Partners, namely (1) **Shishir Gupta**, son of Late Shree Bhagwan Gupta, of 16, Amherst Row, Police Station – Amherst Street, Kolkata – 700009 [**PAN AIHPG 6508 N**], (2) **Chandrani Dutta**, wife of Sabyasachi Dutta, of Reckjoani, Police Station – Rajarhat, Post Office Rajarhat, Kolkata – 700135 [**PAN AFTPD 0031 J**].

(**Developer**, includes successor-in-interest and assigns)

**And**

3.4 \_\_\_\_\_, son/wife/daughter of \_\_\_\_\_,  
residing at \_\_\_\_\_ Post  
Office \_\_\_\_\_, Police Station \_\_\_\_\_, District  
\_\_\_\_\_, Pin \_\_\_\_\_

[PAN \_\_\_\_\_]

(**Buyer**, includes successors-in-interest)

Owners and Developer collectively **Sellers**

Owners, Developer and Buyer collectively **Parties** and individually **Party**.

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

#### **4. Subject Matter of Agreement**

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

4.1.1 **Said Flat:** Residential Flat No. \_\_\_\_\_, on the \_\_\_\_\_ floor, having a carpet area about \_\_\_\_\_ (\_\_\_\_\_) square feet, in the Block - \_\_\_\_\_ (**Said Block**), described in **Part-I** of the **2<sup>nd</sup> Schedule** below (**Said Flat**), in the proposed complex named "**ALPANA**" (**Said Complex**), at Naipukur, Rajarhat, Police Station Rajarhat, District North 24 Parganas, described in **Part-I** of the **1<sup>st</sup> Schedule** below (**Said Premises**).

4.1.2 **Land Share:** Undivided, impartible, proportionate and variable share in the land comprised in the Said Premises as is attributable to the Said Flat (**Land Share**). The Land Share is/shall be derived by taking into consideration the proportion which the covered area of the Said Flat bears to the total covered area of the Said complex.

4.1.3 **Parking Space:** The Garage having 120 (one hundred twenty) square feet includes the service area for the respective car parking, in the ground floor of the Said Complex, described in **Part II** of the **2<sup>nd</sup> Schedule** below (**Parking Space**), if any

4.1.4 **Share In Common Portions:** Undivided, impartible, proportionate and variable share and/or interest in the common areas, amenities and facilities of the Said Block as is attributable to the Said Flat (**Share In Common Portions**), the said common areas, amenities and facilities being described in the **3<sup>rd</sup> Schedule** below (collectively **Common Portions**). The Share In Common Portions is/shall be derived by taking into consideration the proportion which the built-up area of the Said Flat bears to the total built-up area of the Said Block.

The Said Flat, the Land Share, the Parking Space (if any) and the Share In Common Portions collectively described in **Part-III** of the **2<sup>nd</sup> Schedule** below (collectively **Said Flat And Appurtenances**)

## **5. Background**

- 5.1 **Absolute Ownership:** The Sellers have represented to the Buyer that by virtue of the events and in the circumstances described in **Part-II** of the **1<sup>st</sup> Schedule** below (**Devolution of Title**), the Sellers have become the joint owners of the Said Premises, free from all encumbrances and the Developer is now in peaceful possession thereof.
- 5.2 **Development Agreements:** With the intention of developing and commercially exploiting their respective land by constructing new building thereon and selling the flats and other covered and open spaces therein (**Flats**), the Owners have entered into a registered Development Agreement, dated 4<sup>th</sup> February, 2015, recorded in the Office of the Additional District Sub-Registrar, Rajarhat, in Book No. I, Volume No. 2, Pages 12206 to 12236, being Deed No. 01180 for the year 2015. (**Development Agreement**)
- 5.3 **Power of Attorney:** By registered Power of Attorney dated 4<sup>th</sup> February, 2015, registered in the Office of the Additional District Sub-Registrar, Rajarhat, in Book No. I, Volume No. 3, Page 319 to 335, being Deed No. 01181 for the year 2015, the Owners have appointed Shishir Gupta and Chandrani Dutta as their lawful attorney and empowered them to do all acts, things and deeds in relation to develop the entire land by constructing the Said Complex and to sell various saleable areas comprised in the Said Block/Said Complex and to execute this Conveyance on their behalf.
- 5.4 **Sanctioned Plan:** The building plan was sanctioned on 7<sup>th</sup> April, 2017 by the Executive Officer, Rajarhat Panchayat Samity, being Approval order no. 119/NZP (**Sanctioned Plan**, which includes all sanctioned/ permissible modifications/revalidation made thereto, if any, from time to time).
- 5.5 **Allocation:** By mutual consent, certain Flats in the Said Complex have been allocated to the Owners (collectively **Owners' Allocation**) and certain other Flats in the Said Complex have been allocated to the Developer (collectively **Developer's Allocation**). The Said Flat And Appurtenances is comprised in and forms part of the Developer's Allocation. It is to be further clarified here that the Developer has separate agreement whereby the Owners had permitted the Developer to sell certain portion from the Owners' Allocation (collectively **Additional Developer's Allocation**).
- 5.6 **Said Scheme:** For selling the Flats comprised in the Developer's Allocation and in the Additional Developer's Allocation, the Developer has adopted a scheme (**Said Scheme**). The Said Scheme is based on the legal premises that (1) the land contained in the Said Premises is owned by the Owners and hence Land Shares therein must be transferred by the Owners, (2) such transfer by the Owners is in consideration of the Developer bearing all costs for the construction of the Owners' Allocation except the Additional Developer's Allocation and paying all other consideration to the Owners, (3) consequently, prospective purchasers (**Intending Buyer**) are nominees of the Developer and would have to pay all consideration for the Land Shares to the Developer and not the Owners, (4) the Flats comprised in the Developer's Allocation belong to the Developer as they have been constructed by the Developer at the Developer's own cost and hence they shall be transferred by the Developer, (5) to give perfect title to the Intending

Buyer, the Owners and the Developer should jointly enter into agreement with the Intending Buyer where under the Owners (accepting the Intending Buyer to be nominees of the Developer) would agree to sell Land Shares to the Intending Buyer and the Developer would agree to sell Flats comprised in the Developer's Allocation to the Intending Buyer and (6) the consolidated consideration payable by the Intending Buyer (for the Flats and the Land Shares) should be received entirely by the Developer.

- 5.7 **Application and Allotment:** The Buyer has applied to the Developer for purchase of the Said Flat And Appurtenances and the Developer has allotted the same to the Buyer conditional upon the Buyer entering into this Agreement.
- 5.8 **Agreement to Record:** Pursuant to the aforesaid application made by the Buyer and the allotment made by the Developer, this Agreement is being entered into between the Parties for recording the conclusive and comprehensive terms and conditions (superseding all previous documents and understandings) for sale of the Said Flat And Appurtenances by the Sellers to the Buyer, in accordance with the Said Scheme.

## 6. Conditions Precedent

- 6.1 **Acceptance of Conditions Precedent:** The Parties have accepted and agreed that the following are and shall be the conditions precedent to this Agreement:
- 6.1.1 **Financial and Other Capacity of Buyer:** The undertaking of the Buyer to the Developer that the Buyer has the financial and other resources to meet and comply with all financial and other obligations under this Agreement, punctually.
- 6.1.2 **Satisfaction of Buyer:** The undertaking of the Buyer to the Sellers that the Buyer is acquainted with, fully aware of and is thoroughly satisfied about the title of the Sellers, the Sanctioned Plan, all the background papers described in the Devolution of Title, the right of the Sellers to enter into this Agreement and the extent of the rights being granted in favour of the Buyer, and the Buyer shall not raise any objection with regard thereto.
- 6.1.3 **Measurement:** The mutual agreement and acceptance by and between the Parties that the measurement of the Said Flat as mentioned in this Agreement is tentative and (1) the final measurement of the Said Flat will be done by the Parties on completion of its construction, the carpet area (excluding entire or proportionate share of thickness of the external wall of the concerned Flat, exclusive balcony or varanda, but including the area covered by the internal partition wall) of the Said Flat shall be certified by Bijay Kumar Jana, Architect or such other architect as may be appointed by the Developer from time to time (**Architect/Engineer**), (3) neither of the Parties shall question and/or challenge the built-up area certified by the Architect/Engineer, at any time or under any circumstances. The Total Price (defined in Clause 8.1 below) shall increase or decrease on the basis of the final measurement done by the Architect/Engineer in the above manner.
- 6.1.4 **Parking Space Allotment:** The mutual agreement and acceptance by and between the Parties that (1) the Parking Space (if any has been agreed to be taken by the Buyer) shall be allotted to the Buyer after completion of construction of the Said Complex but simultaneously with delivery of possession of the Said Flat, (2) if covered, the Parking Space shall be at the ground floor of the Said Block and if open, at any place at the ground level of the Said Premises, (3) the Parking Space can only be used for parking of a medium sized motor car/two wheeler/three wheeler of the Buyer and not for

any other purposes and (4) the Buyer will have only right to park in the Parking Space.

- 6.1.5 **Rights Confined to Said Flat And Appurtenances:** The undertaking of the Buyer to the Sellers that the right, title and interest of the Buyer is confined only to the Said Flat And Appurtenances and the Sellers are entitled to deal with and dispose off all other portions of the Said Block/Said Complex to third parties at the sole discretion of the Sellers, to which the Buyer, under no circumstances, shall be entitled to raise any objection.
- 6.1.6 **Covenants:** The mutual agreement and acceptance by and between the Parties that (1) the covenants of the Buyer (**Buyer's Covenants**) and the covenants of the Sellers (**Sellers' Covenants**) as mentioned in Clause 10 and its Sub Clauses below shall perpetually run with the land, (2) the Buyer's Covenants and the Sellers' Covenants (collectively **Covenants**) shall bind them and their successors-in-title or interest and (3) this Agreement is based on the undertaking that the Buyer's Covenants and the Sellers' Covenants shall be strictly performed by the Buyer and the Sellers, respectively.
- 6.1.7 **Common Portions Subject to Change:** The mutual agreement and acceptance by and between the Parties that although the Common Portions are described in the **3<sup>rd</sup> Schedule** below, the said description is only indicative and is not intended to bind the Developer in any manner. The Developer shall, in the absolute discretion of the Developer, be entitled to modify or improvise upon the Common Portions and the Buyer shall not have any claim, financial or otherwise, against the Developer for such modification or improvisation.
- 6.1.3 **Extension/Addition:** The undertaking of the Buyer to the Developer that notwithstanding anything contained in this Agreement, the Buyer has no objection and shall under no circumstances have any objection to the Developer **(1)** integrating/adding (notionally or actually) other contiguous lands to the Said Complex and for this purpose, demolishing boundary walls and affixing gates wherever necessary and connecting existing passages **(2)** extending, modifying and realigning the extent, area, layout and location of the Said Block/Said Complex including the Common Portions and the specified facilities, if any **(3)** modifying the Sanctioned Plan, as may be necessary in this regard **(4)** granting all forms of unfettered and perpetual proportionate right of ownership and use over the Common Portions and **(5)** granting all rights of user and easements over the specified facilities, if any, to the Intending Buyer.

The Buyer further undertakes that in consideration of the Sellers agreeing to sell the Said Flat And Appurtenances to the Buyer, the Buyer has accepted and/or shall be deemed to have accepted all the above conditions.

## **7. Commencement and Validity**

- 7.1 **Date of Commencement:** This Agreement has commenced and shall be deemed to have commenced on and with effect from the date mentioned at the beginning of this Agreement.
- 7.2 **Validity:** This Agreement shall remain in force till such time the Said Flat And Appurtenances is completed and possession thereof is delivered to the Buyer, unless terminated in the manner mentioned in this Agreement.

## **8. Total Price, Additional Cost, Payment and Extras**

- 8.1 **Total Price:** The consideration for sale of the Said Flat, the Land Share and Share In Common Portions is Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) **And** \_\_\_\_\_ (\_\_\_\_\_) covered car parking space, which include service area in the ground floor is Rs. \_\_\_\_\_ /- (Rupees \_\_\_\_\_) aggregating to Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) (collectively **Total Price**) the Total Price is exclusive of applicable GST, which the Parties confirm and accept. The Buyer agrees to pay the Total Price along with applicable GST. The Total Price has been fixed by mutual consent and hence, it shall not be open to question by any Party **provided however** the Total Price shall vary proportionately in the manner mentioned in Clause 6.1.3 above and does not include the Extras (defined in Clause 8.5 below).
- 8.2 **Additional Cost:** During the construction of the Said Flat, if the Buyer desires to have any additional modification, changes in the Said Flat other than those which are specified herein, the Buyer shall communicate the same to the Sellers in writing, the Sellers shall then estimate the tentative cost to be incurred for that purpose (**Additional Cost**) and intimate the amount of the Additional Cost in writing to the Buyer. The Sellers shall do all further modifications and changes in the Said Flat only after receiving the estimated Additional Cost. It is to be clarified hereby that under no circumstances the Additional Cost will be presumed to be a part of the Total Price.
- 8.3 **Payment of Total Price:** The Total Price shall be paid by the Buyer to the Developer in the manner mentioned in the chart below, time being the essence of contract. The Buyer agrees and covenants not to claim any right or possession over and in respect of the Said Flat And Appurtenances till such time the Buyer has paid the entirety of the Total Price, Additional Cost (defined in Clause 8.2 above) and the Extras (defined in Clause 8.5 below).

Sl.	Payment Description	Percentage
1.	At or before the execution hereof	20% of Total Price plus Goods and GST
2.	On Foundation of Said Block	15% of Total Price plus Goods and GST
3.	On Ground Floor Roof Casting of Said Block	10% of Total Price plus Goods and GST
4.	On 1 <sup>st</sup> Floor Roof Casting of Said Block	10% of Total Price plus Goods and GST
5.	On 2 <sup>nd</sup> Floor Roof Casting of Said Block	10% of Total Price plus Goods and GST
6.	On 3 <sup>rd</sup> Floor Roof Casting of Said Block	10% of Total Price plus Goods and GST
7.	On 4 <sup>th</sup> Floor Roof Casting of Said Block	10% of Total Price plus Goods and GST

8.	On Brickwork of Said Flat	10% of Total Price plus Goods and GST
9.	On Possession of Said Flat	5% of Total Price plus Goods and GST

**8.3 Notice for Payment:** On happening of each event mentioned in the chart above, the Developer shall give written notice to the Buyer (**Payment Notice**), quantifying the amount payable by the Buyer. Within 15 (fifteen) days of the date of the Payment Notice, the Buyer shall (unconditionally, without demur and without raising any dispute about service/receipt of the Payment Notice), pay the amount quantified in the Payment Notice, failing which the Buyer shall be deemed to be in default and the consequences mentioned in Clause 11.2 shall follow. The Buyer covenants that the Buyer shall regularly and punctually make payment of the installments of the Total Price in the manner mentioned in the chart above and this Agreement is and shall be deemed to be sufficient notice to the Buyer about the obligation to make payment. Timely payment of the Total Price and the Extras (defined in Clause 8.5 below) shall be the essence of the contract. If payments are made by negotiable instruments, the same shall be made payable at Kolkata and favouring **Committed Partners Company**.

**8.5 Extras:** In addition to the Total Price and the Additional Cost (if any), the Buyer shall also pay to the Sellers, as and when demanded by the Sellers, the following amounts (collectively **Extras**):

**8.5.1 Proportionately:** Proportionately, costs, expenses, deposits and charges for:

- (a) **Increase Due to Circumstances Of Force Majeure:** any increase and/or escalation in cost of construction due to Circumstances Of Force Majeure (defined in Clause 15.1 below).
- (b) **Special Amenities/Facilities:** providing any special amenities/facilities in the Common Portions (save and except those described in the **3<sup>rd</sup> Schedule** below) and improved specifications of construction of the Said Block over and above the specifications described in the **4<sup>th</sup> Schedule** below (**Specifications**).
- (c) **Formation of Association:** formation of a body of co-owners of the Said Complex, which may be a syndicate, committee, body corporate, company or association under the West Bengal Apartment Ownership Act, 1972 (**Association**).
- (d) **Betterment Fees:** betterment and development fees and levies that may be charged/imposed by any government authorities or statutory bodies on the Said Premises or the Said Flat And Appurtenances or its transfer in terms hereof.
- (e) **Taxes:** GST or any other tax and imposition levied by the State Government, Central Government or any other authority or body on the Sellers, from time to time.
- (f) **Main Electricity Meter/Transformer:** security deposit of Rs. 30,000/- (Rupees thirty thousand only) and all other charges of the supply agency for providing main meter to the Said Complex.

**8.5.2 Wholly:** Wholly, costs, expenses, deposits and charges towards:

- (a) **Electricity Meter:** security deposit and all other billed charges of the supply agency for providing meter to the Said Flat, at actual.
- (b) **Generator:** The Sellers shall provide stand-by power supply to the Said Flat from diesel generators of 1 KVA. In this regard it is clarified that (1) the Buyer has to give an installation charge of Rs. 30,000/- (Rupees thirty thousand only) for the same.
- (c) **Intercom:** The Sellers shall provide intercom facility in the Said Flat, the Buyer shall be liable to give an installation charge of Rs. 10,000/- (Rupees ten thousand) for the same.
- (d) **Water Filtration Plan:** The Sellers shall provide Water Filtration Plan facility in the Said Complex, the Buyers shall be liable to give an installation charge of Rs. 15,000/- (Rupees fifteen thousand) for the same.
- (e) **Legal Fees:** Developer Appointed Advocate (**Legal Advisor**), who have drawn this Agreement and shall draw all further documents. The fees of Legal Advisors together with fixed miscellaneous expenses for registration will be 1% (one percent) of the market value of the Said Flat and Appurtenances, as to be determined by the concern authority. The Buyer shall be liable to pay a sum of Rs. 5,000/- (Rupees five thousand) towards legal fees at the time of execution of this presents and the balance of the legal fees at the time of final conveyance. The fee shall be paid to the Sellers who shall do all accounting with the Legal Advisor.
- (f) **Stamp Duty and Registration Costs:** costs and expenses of Stamp Duty and Registration Fees of each document.
- (g) **Upgradation:** increased costs due to any up-gradation of the Specifications described in the **4<sup>th</sup> Schedule** below or change of layout of the Said Flat. In this regard it is clarified that (1) the Buyer can seek specific up-gradation or change of layout of the Said Flat only once, (2) the Sellers shall have absolute discretion in agreeing to such up-gradation or change of layout of the Said Flat, (3) written instruction for specific up-gradation or change of layout of the Said Flat shall have to be given by the Buyer to the Sellers, (4) if acceptable, the Sellers shall signify consent to the proposed specific up-gradation or change of layout of the Said Flat and give a cost estimate for the same, in writing and (5) within 15 (fifteen) days of the said consent and cost estimate, the Buyer shall have to pay the estimated cost, failing which the instruction for up-gradation or change of layout of the Said Flat shall be deemed to have been perpetually withdrawn, waived and abandoned by the Buyer.
- (h) **Advance Common Expenses/Maintenance Charges:** interest free advance for proportionate share of the common expenses/maintenance charges described in the **5<sup>th</sup> Schedule** below (**Common Expenses/ Maintenance Charges**) @ Rs.1.5/- (Rupees one point five) plus Goods and applicable GST per square feet per month, for 12 (twelve) months, from the Date Of Possession (defined in Clause 9.6.2 below) (**Advance Common Expenses/Maintenance Charges**). The Advance Common Expenses/Maintenance Charges shall (1) be utilized for meeting the Common Expenses/Maintenance Charges for the said limited period of 12 (twelve) months only, (2) be a fixed payment after paying which the Buyer shall have no further obligation to pay any other amount towards Common Expenses/Maintenance Charges for the said period of 12 (twelve)

months and (3) be utilized by the Sellers to meet all expenses towards Common Expenses/Maintenance Charges, without obligation of any accounting and (4) be handed over by the Sellers to the Association, if the Association becomes operational before expiry of the said period of 12 (twelve) months **provided however** the Sellers shall handover only the balance remaining of the Common Expenses /Maintenance Charges to the Association.

- (i) **Common Expenses/Maintenance Deposit:** interest free deposit as security for payment of Common Expenses/Maintenance Charges, a sum of Rs.10/- (Rupees ten) per square feet (**Common Expenses/Maintenance Deposit**), which shall be handed over to the Association, upon formation.
- (j) **Change in Total Price:** any increase or decrease in the Total Price due to increase or decrease in measurement of the Said Flat, at the rate at which the Total Price has been computed.

## 9. Construction and Completion of Sale

- 9.1 **Construction by Developer:** The Developer shall construct, complete and finish the Said Flat And Appurtenances in accordance with the Sanctioned Plan or as may be recommended by the Architect/Engineer, as per the Specifications described in the **4<sup>th</sup> Schedule** below.
- 9.2 **Quality, Workmanship and Acceptance of Variations etc.:** The decision of the Architect/Engineer regarding quality and workmanship shall be final and binding on the Parties. The Buyer hereby consents to the variations, modifications or alterations as may be recommended by the Architect/Engineer and hereby further agrees not to raise any objection to the Developer and/or the Architect/Engineer making such variations, modifications or alterations.
- 9.3 **No Hindrance:** The Buyer shall not do any act, deed or thing whereby construction of the Said Flat And Appurtenances and/or the Said Block/Said Complex is in any way hindered or impeded.
- 9.4 **Basic Duty of Buyer:** The Buyer shall make all payments and perform all obligations as stipulated in this Agreement and the Buyer shall not, in any way, commit breach of the terms and conditions herein contained.
- 9.5 **Completion Date:** Construction, finishing and making the Said Flat habitable and the Parking Space, if any, usable [(1) in bare condition and (2) as per the Specifications, the decision of the Architect/Engineer in this regard being final and binding], shall be done by the Developer within 31<sup>st</sup> July, 2020 (**Completion Date**). The Developer shall neither incur any liability nor be held liable for claim of any amount by the Buyer, if the Developer is unable to deliver possession of the Said Flat within the Completion Date and/or the Extended Period due to Circumstances Of Force Majeure (defined in Clause 15.1 below) or for or on account of (1) delay on the part of the Buyer in making any payment, whereby the Developer is prevented from completing the Said Flat And Appurtenances or any portion thereof. In no event shall the Buyer be entitled to claim any amount from the Developer on account of consequential losses and damages or otherwise if the Said Flat And Appurtenances is not completed within the Completion Date.
- 9.6 **Possession of Said Flat and Parking Space:** Upon construction, finishing and making the Said Flat habitable and the Parking Space, if any, usable,

the Developer shall hand over possession of the same to the Buyer. With regard to possession, it is clarified as follows:

- 9.6.1 **All Payments Before Possession:** Before receiving possession of the Said Flat And Appurtenances, the Buyer shall pay to the Developer all amounts due and payable towards the Total Price and Extras and the Buyer shall not claim possession of the Said Flat And Appurtenances till the Total Price and Extras are paid in full.
- 9.6.2 **Possession Notice and Date Of Possession:** Immediately after constructing, finishing and making the Said Flat habitable and the Parking Space, if any, usable, the Developer shall serve a notice on the Buyer (**Possession Notice**) calling upon the Buyer to take possession. Within 15 (fifteen) days from the date of the Possession Notice, the Buyer shall be bound to take over physical possession of the Said Flat and the Parking Space, if any, after fulfilling all obligations under this Agreement, including payment of all amounts due to the Developer under this Agreement, failing which it shall be deemed that the Buyer has taken possession on the 15<sup>th</sup> day of the date of the Possession Notice (date of actual or deemed possession, **Date Of Possession**).
- 9.6.3 **Meaning of Completion:** It shall not be obligatory for the Developer to complete the Common Portions in all respects before giving the Possession Notice to the Buyer and the Said Flat shall be deemed to have been completed in all respect if the same is made fit for habitation [(1) in bare condition and (2) as per the Specifications, the decision of the Architect/Engineer in this regard being final and binding].
- 9.6.4 **Complete Satisfaction on Possession:** On the Date Of Possession, the Buyer shall be deemed to be completely satisfied with all aspects of the Said Flat And Appurtenances, including the measurement of the Said Flat.
- 9.6.5 **Commencement of Outgoings:** From the Date Of Possession, all outgoings in respect of the Said Flat And Appurtenances, including *Panchayat* tax, surcharge, land revenue, levies, cess etc. (collectively **Rates & Taxes**) and Common Expenses/ Maintenance Charges as be tentatively decided by the Developer, shall become payable by the Buyer. It is clarified that the Common Expenses/Maintenance Charges do not include the Rates & Taxes.
- 9.7 **Developer's Obligations:** Subject to the Buyer making payment of the Total Price and the Extras in the manner stipulated in this Agreement, the Developer hereby agrees:
- 9.7.1 **Construction of Said Flat:** to construct, finish and make the Said Flat habitable and the Parking Space, if any, usable and transfer the Said Flat And Appurtenances to the Buyer.
- 9.7.2 **Construction According to Specifications:** to construct, finish and make the Said Flat habitable and the Parking Space, if any, usable, in accordance with the Sanctioned Plan and Specifications, reasonable variations excepted.
- 9.7.3 **Arrangement for Utilities for Construction Work:** to make own arrangement for water and electricity required for construction.
- 9.8 **Completion of Sale:** The sale of the Said Flat And Appurtenances shall be completed by execution and registration of conveyance in favour of the Buyer provided the Buyer tenders in time all amounts required for the same as mentioned in Clause 8.5.2 (b) above. The Legal Advisors shall draft the standard conveyance and only such standard conveyance shall be used. In such standard conveyance, (1) the Owners shall transfer the Land Share

and (2) the Developer shall transfer the Said Flat and Parking Space (if any) and Share In Common Portions, for the Total Price. The Developer shall sign on behalf of and as the constituted attorney of the Owners. The Buyer shall be bound to take conveyance of the Said Flat And Appurtenances on or before the Date Of Possession, failing which physical possession of the Said Flat And Appurtenances shall not be delivered to the Buyer (although it shall be deemed that the Buyer is in possession and liable for all Rates & Taxes and Common Expenses/Maintenance Charges, from the Date Of Possession) and in addition, all statutory taxes and penalties shall also be borne and paid by the Buyer.

- 9.9 **Management of Common Portions:** The Association shall maintain and manage all Common Portions of the Said Building. In this regard, it is clarified that (1) the Association shall operate, manage and render specified day to day services with regard to the Common Portions, (2) the Association shall levy and collect the Common Expenses/Maintenance Charges, (3) the Buyer shall be bound to pay the Common Expenses/Maintenance Charges to the Association, (4) the Association will not be required to render any accounts to the Buyer and (5) the ownership of the Common Portions (subject to the terms of this Agreement) shall vest in all the co-owners of the Said Building through the Association.

## 10. Buyer's Covenants and Sellers' Covenants

- 10.1 **Buyer's Covenants:** The Buyer covenants with the Sellers [which expression includes the Association in all Sub Clauses of Clause 10 except Sub Clause Nos. 10.1.7, 10.1.10 (l) and 10.1.12] and admits and accepts that:

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

- 10.1.2 **Buyer to Mutate and Pay Rates & Taxes:** The Buyer shall (1) pay the Rates & Taxes (proportionately for the Said Building and wholly for the Said Flat And Appurtenances, from the Date Of Possession and until the Said Flat And Appurtenances is separately assessed in the name of the Buyer), on the basis of the bills to be raised by the Developer or the Association (upon formation), such bills being conclusive proof of the liability of the Buyer in respect thereof and (2) have mutation completed at the earliest. The Buyer further admits and accepts that the Buyer shall not claim any deduction or abatement in the bills of the Developer or the Association (upon formation).

- 10.1.3 **Buyer to Pay for Common Expenses/Maintenance Charges:** Subject to the provisions of Clause 8.5.2 (d) above, the Buyer shall pay the Common Expenses/Maintenance Charges, on the basis of the bills to be raised by the Developer or the Association (upon formation), such bills being conclusive proof of the liability of the Buyer in respect thereof. The Buyer further admits and accepts that (1) the Buyer shall not claim any deduction or abatement in the bills relating to Common Expenses/Maintenance Charges and (2) the Common Expenses/ Maintenance Charges shall be subject to variation from time to time, at the sole discretion of the Developer or the Association (upon formation).

- 10.1.4 **Developer's Charge/Lien:** The Developer shall have first charge and/or lien over the Said Flat And Appurtenances for all amounts due and payable by the Buyer to the Developer **provided however** if the Said Flat And Appurtenances is purchased with assistance of a financial institution, then such charge/lien of the Developer shall stand extinguished on the financial institution clearing all dues of the Developer.
- 10.1.5 **No Obstruction by Buyer to Further Construction:** The Sellers shall be entitled to purchase additional plots adjacent to the Said Premises or can enter into joint venture agreement for development of any plots adjacent to the Said Premises and amalgamate the same with the Said Premises and construct additional building/buildings therein, after written information and confirmation of the existing Buyers in the said complex
- 10.1.6 **No Rights of or Obstruction by Buyer:** All open areas in the Said Premises proposed to be used for open car parking spaces do not form part of the Common Portions within the meaning of this Agreement and the Sellers shall have absolute right to sell, transfer and/or otherwise deal with and dispose off the same or any part thereof.
- 10.1.7 **Buyer to Participate in Formation of Association:** The Buyer admits and accepts that the Buyer and other Intending Buyer of Flats in the Said Block shall form the Association and the Buyer shall become a member thereof. The Buyer shall bear and pay the proportionate costs of formation and the expenses of the Association and shall pay for, acquire and hold membership with voting rights and in this regard the Buyer shall sign, execute and deliver necessary applications and all other papers, declarations and documents as may be required. Upon formation of the Association, the residue then remaining of the Advance Common Expenses/Maintenance Charges and the Common Expenses/Maintenance Deposit paid by the Buyer (after adjustment of all amounts then remaining due and payable) shall be transferred by the Developer to the Association. The deposits shall thereafter be held by the Association in the account of the Buyer. The Association shall look after the maintenance of the Common Portions of the Said Complex and the Said Premises.
- 10.1.8 **Obligations of the Buyer:** On and from the Date Of Possession, the Buyer shall:
- (a) **Co-operate in Management and Maintenance:** co-operate in the management and maintenance of the Said Complex and the Said Premises by the Association.
  - (b) **Observing Rules:** observe the rules framed from time to time by the Developer/Association for the beneficial common enjoyment of the Said Complex and the Said Premises.
  - (c) **Paying Electricity Charges:** pay for electricity and other utilities consumed in or relating to the Said Flat And Appurtenances and the Common Portions.
  - (d) **Meter and Cabling:** be obliged to draw the electric lines/wires, television cables, broadband data cables and telephone cables to the Said Flat only through the ducts and pipes provided therefor, ensuring that no inconvenience is caused to the Sellers or to the other Intending Buyer. The main electric meter shall be installed only at the common meter space in the Said Premises. The Buyer shall under no circumstances be entitled to affix, draw or string wires, cables or pipes from, to or through any part or portion of the Said Block/Said Complex, the Said Premises and outside walls of the

Said Block save in the manner indicated by the Developer or the Association (upon formation).

- (e) **Residential Use:** use the Said Flat for residential purpose only. Under no circumstances shall the Buyer use or allow the Said Flat to be used for commercial, industrial or other non-residential purposes. The Buyer shall also not use the Said Flat as a religious establishment, guest house, serviced apartment, mess, chummary, hotel, restaurant, nursing home, club, school or other public gathering place.
- (f) **No Alteration:** not alter, modify or in any manner change the (1) elevation and exterior colour scheme of the Said Block and (2) design and/or the colour scheme of the windows, grills and the main door of the Said Flat, without the permission in writing of the Developer or the Association (upon formation). In the event the Buyer makes the said alterations/changes, the Buyer shall compensate the Developer/ Association (as the case may be) as estimated by the Developer/ Association.
- (g) **No Structural Alteration:** not alter, modify or in any manner change the structure or any civil construction in the Said Flat And Appurtenances or the Common Portions of the Said Block.
- (h) **No Sub-Division:** not sub-divide the Said Flat And Appurtenances and the Common Portions, under any circumstances.
- (i) **No Changing Name:** not change/alter/modify the name of the Said Complex or the Said Block from that mentioned in this Agreement.
- (j) **No Nuisance and Disturbance:** not use the Said Flat or the Parking Space, if any or permit the same to be used in such manner or commit any act, which may in any manner cause nuisance or annoyance to other occupants of the Said Block/ Said Complex and/or the neighboring properties and not make or permit to be made any disturbance or do or permit anything to be done that will interfere with the rights, comforts or convenience of other occupants.
- (k) **No Storage in Common Portions:** not store or cause to be stored and not place or cause to be placed any goods, articles or things in the Common Portions.
- (l) **No Obstruction to Developer/Association:** not obstruct the Developer/ Association (upon formation) in their acts relating to the Common Portions and not obstruct the Developer in constructing on the top roof of the Said Block and selling and granting rights to any person on any part of the Said Block/Said Complex (excepting the Said Flat And Appurtenances).
- (m) **No Obstruction of Common Portions:** not obstruct pathways and passages or use the same for any purpose other than for ingress to and egress from the Said Flat and the Parking Space, if any.
- (n) **No Violating Rules:** not violate any of the rules and/or regulations laid down by the Association for the use of the Common Portions.
- (o) **No Throwing Refuse:** not throw or accumulate or cause to be thrown or accumulated any dust, rubbish or other refuse in the Common Portions **save** at the places indicated therefor.

- (p) **No Injurious Activities:** not carry on or cause to be carried on any obnoxious or injurious activity in or through the Said Flat, the Parking Space, if any or the Common Portions.
- (q) **No Storing Hazardous Articles:** not keep or store any offensive, combustible, obnoxious, hazardous or dangerous articles in the Said Flat and the Parking Space, if any.
- (r) **No Signage:** not put up or affix any sign board, name plate or other things or other similar articles in the Common Portions or outside walls of the Said Flat/Said Block **save** at the place or places provided therefor **provided that** this shall not prevent the Buyer from displaying a standardized name plate outside the main door of the Said Flat.
- (s) **No Floor Damage:** not keep any heavy articles or things, which are likely to damage the floors or operate any machine **save** usual home appliances.
- (t) **No Installing Generator:** not install or keep or run any generator in the Said Flat and the Parking Space, if any.
- (u) **No Use of Machinery:** not install or operate any machinery or equipment except household appliances.
- (v) **No Misuse of Water:** not misuse or permit to be misused the water supply to the Said Flat.
- (w) **Damages to Common Portions:** not damage the Common Portions in any manner and if such damage is caused by the Buyer and/or family members, invitees or servants of the Buyer, the Buyer shall compensate for the same.

10.1.9 **Notification Regarding Letting:** If the Buyer lets out or sells the Said Flat And Appurtenances, the Buyer shall immediately notify the Developer or the Association (upon formation) of the tenant's/transferee's address and telephone number.

10.1.10 **Roof Rights:** A demarcated portion of the top roof of the Said Block shall remain common to all co-owners of the Said Block (**Common Roof**) and all common installations such as water tank and lift machine room shall be situated in the Common Roof and the balance of the top roof of the Said Block shall Common Roof for common use of all co-owners of the Said Block.

10.2 **Sellers' Covenants:** The Sellers covenant with the Buyer and admit and accept that:

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

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

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

## 11. Termination and its Effect

11.1 **Cancellation by Buyer:** The Buyer shall have the right to terminate this Agreement at any time and if the Buyer does so, the Developer shall refund to the Buyer all payments received till that date, without any interest, after deducting 10% (ten percent) of the Total Price.

11.2 **Breach of Buyer's Covenants:** In the event the Buyer (1) fails to make payment of the Total Price and the Extras, or (2) fails to perform the obligations on the part of the Buyer to be performed in terms of this Agreement or (3) neglects to perform any of the Buyer's Covenants, this Agreement shall, at the option of the Developer, stand cancelled and/or rescinded, upon which the Developer shall refund to the Buyer all payments received till that date, without any interest, after deducting 10% (ten percent) of the Total Price. Payments made by the Buyer for up-gradation shall be non-refundable. In the event the Developer condones the delay of any payment due under this Agreement, the Buyer shall be liable to pay interest @ 12% (twelve percent) per annum for the period of delay (computed from the date the payment became due till the date of payment) on all amounts due and outstanding. However, such right of condonation is exclusively vested in the Developer and the Buyer shall not be entitled to claim the same as a matter of right.

11.3 **Breach of Sellers' Covenants:** Without prejudice to the provisions of Clause 9.5 above, in the event the Sellers fail and/or neglect to perform any of the Sellers' Covenants, this Agreement shall, at the option of the Buyer, stand cancelled and/or rescinded, upon which the Developer shall refund to the Buyer all payments received till that date, with interest @ 12% (twelve percent) per annum, from the date of payment to the date of refund. If the Buyer opts not to cancel this Agreement, then also the Developer shall pay to the Buyer interest @ 12% (twelve percent) per annum, for the entire period of delay.

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

## 12. Taxes

12.1 **Obligation Regarding Taxes:** In the event of the Sellers being made liable for payment of any tax including Goods and applicable GST (excepting Income Tax), duty, levy or any other liability under any statute or law for the time being in force or enforced in future (such as GST or any other tax and imposition levied by the State Government, Central Government or any other authority or body) or if the Sellers are advised by their consultant that the Sellers are liable or shall be made liable for payment of any such tax, duty, levy or other liability on account of the Sellers having agreed to perform the obligations under this Agreement or having entered into this Agreement, then and in that event, the Buyer shall be liable to pay all such tax, duty, levy or other liability and hereby indemnifies and agrees to

keep the Sellers indemnified against all actions, suits, proceedings, costs, charges and expenses in respect thereof. The taxes, duties, levies or other liabilities so imposed or estimated by the Sellers' consultant shall be paid by the Buyer at or before the Date Of Possession.

### **13. Defects**

- 13.1 **Decision of Architect/Engineer Final:** If any work in the Said Flat and Appurtenances is claimed to be defective by the Buyers within a period of 12 (twelve) months from the Date of Possession Notice the matter shall be referred to the Architect/Engineer and the decision of the Architect/Engineer shall be final and binding on the Parties. If directed by the Architect/Engineer, the Developer shall, at its own costs, remove the defects. This will however not entitle the Buyers to refuse to take possession of the Said Flat and if the Buyers does so, the provisions regarding deemed possession as contained in Clause 9.6.2 above shall apply and all consequences mentioned therein shall follow. In the context of this Clause, defects shall mean defect in structural or construction quality, workmanship and not defect in bought-out items such as electrical fittings, sanitary fittings, hardware fittings etc.

### **14. Association and Rules**

- 14.1 **Rules of Use:** The Said Flat And Appurtenances shall be held by the Buyer subject to such rules and regulations as may be made applicable by the Association from time to time.
- 14.2 **Restrictions:** The Buyer agrees that the Buyer shall use the Said Flat And Appurtenances subject to all restrictions as may be imposed by the Association provided however such restrictions are for the general good of the other co-owners of the Said Block.

### **15. Force Majeure**

- 15.1 **Circumstances Of Force Majeure:** The Developer shall not be held responsible for any consequences or liabilities under this Agreement if the Developer is prevented in meeting the obligations under this Agreement by reason of contingencies caused by neither of the Parties and unforeseen occurrences such as (1) acts of God, (2) acts of Nature, (3) acts of War, (4) fire, (5) insurrection, (6) terrorist action, (7) civil unrest, (8) riots, (9) delay in the grant of electricity, water, sewerage and drainage connection or any other permission or sanction by the Government or any statutory authority, (10) any notice, order of injunction, litigation, attachments, etc. and (11) any rule or notification of the Government or any other public authority or any act of Government such as change in legislation or enactment of new law, restrictive Governmental laws or regulations (collectively **Circumstances Of Force Majeure**).
- 15.2 **No Default:** The Developer shall not be deemed to have defaulted in the performance of the Developer's contractual obligations whilst the performance thereof is prevented by Circumstances Of Force Majeure and the time limits laid down in this Agreement for the performance of obligations shall be extended accordingly upon occurrence and cessation of any event constituting Circumstances Of Force Majeure.

### **16. Miscellaneous**

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

- 16.2 **One Transaction:** This Agreement relates to the transaction recorded and contemplated herein and no other transaction.
- 16.3 **Confidentiality and Non-Disclosure:** The Parties shall keep confidential all non-public information and/or documents concerning the transaction recorded herein, unless compelled to disclose such information and/or documents by judicial or administrative process.
- 16.4 **Partial Invalidity:** If any provision of this Agreement or the application thereof to any circumstance shall be invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provision to other circumstances shall not be affected thereby and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law. When any provision is so held to be invalid, illegal or unenforceable, the Parties hereto undertake to use their best efforts to reach a mutually acceptable alternative to give effect to such provision in a manner which is not invalid, illegal or unenforceable. In the event any of the terms and conditions of this Agreement are set-aside or declared unreasonable by any Court of Law or if the Parties take the plea of frustration of contract, the entire Agreement shall not be void and shall continue to subsist to the extent of the remaining terms and conditions and bind the Parties.
- 16.5 **No Claim of Un-Enforceability:** This Agreement is being entered into by the Parties out of free will and without any duress or coercion. Hence, none of the Parties shall have the right to claim un-enforceability of this Agreement.
- 16.6 **Right of Possession:** The right of possession of the Buyer in respect of the Said Flat And Appurtenances shall arise only upon the Buyer fulfilling all obligations as are contained in this Agreement.
- 16.7 **Nomination by Buyer with Consent:** The Buyer admits and accepts that before the execution and registration of conveyance deed of the Said Flat And Appurtenances, the Buyer will be entitled to nominate, assign and/or transfer the Buyer's right, title, interest and obligations under this Agreement on payment of 2% (two percent) of the market price prevailing at that time (to be determined by the Developer) as nomination charge to the Developer **subject to** the covenant by the nominee that the nominee will strictly adhere to the terms of this Agreement **and subject also to** the following conditions:
- (a) **Buyer to Make Due Payments:** The Buyer shall make payment of all dues of the Developer in terms of this Agreement, up to the time of nomination.
  - (b) **Written Permission of Developer:** The Buyer shall obtain prior written permission of the Developer and the Buyer and the nominee shall be bound to enter into a tripartite agreement with the Owners and the Developer.
  - (c) **Additional Legal Fee:** The Buyer shall pay an additional legal fee of Rs.10,000/- (Rupees ten thousand) to the Legal Advisor towards the tripartite Nomination Agreement.

The Buyer admits and accepts that the Buyer shall not nominate or assign the rights under this Agreement **save** in the manner indicated above.

- 16.8 **Entire Agreement:** This Agreement constitutes the entire understanding between the Parties and supercedes the terms and conditions whatever agreed between the Parties prior to execution of this Agreement but does not

include or supercede any document contemporaneously entered into between the Parties.

- 16.9 **Counterparts:** This Agreement is being executed simultaneously in duplicate and each copy shall be deemed to be an original and both copies shall together constitute one instrument and agreement between the Parties. One copy shall be retained by the Buyer and another by the Developer.
- 16.10 **Amendments/Modifications:** No amendments or modifications of this Agreement or any part hereof shall be valid and effective unless it is by an instrument in writing executed by all the Parties.
- 16.11 **Reservation of Rights:** No forbearance, indulgence, relaxation or inaction by any Party at any time to require performance of any of the provisions of this Agreement shall in any way affect, diminish or prejudice the right of such Party to require performance of that provision.
- 16.12 **Waiver:** Any term or condition of this Agreement may be waived at any time by the Party who is entitled to the benefit thereof. Such waiver must be in writing and must be executed by the Party or an authorized agent of the Party. A waiver on one occasion will not be deemed to be waiver on a future occasion. Omission or delay on the part of either Party to require due and punctual performance of any obligation by the other Party shall not constitute a waiver of such obligation and it shall not in any manner constitute a continuing waiver and/or as a waiver of other breaches of the same or other obligations hereunder or as a waiver of any right or remedy that the Party may otherwise have in law or in equity.
- 16.13 **No Agency:** The Parties are entering into this Agreement on principal-to-principal basis and nothing contained herein shall make the Parties agents of each other.

## 17. Notice

- 17.1 **Mode of Service:** Notices under this Agreement shall be served by messenger or by registered post/speed post with acknowledgment due at the above mentioned addresses of the Parties, unless the addresses are changed by prior intimation in writing. Such service shall be deemed to have been effected (1) on the date of delivery, if sent by messenger and (2) on the 4<sup>th</sup> day of handing over of the cover to the postal authorities, if sent by registered post/speed post, irrespective of refusal to accept service by the Parties.

## 18. Alternative Dispute Resolution

- 18.1 **Disputes:** Disputes or differences in relation to or arising out of or touching this Agreement or the validity, interpretation, construction, performance, breach or enforceability of this Agreement (collectively **Disputes**) shall be referred to the Arbitral Tribunal described in Clause 18.1.1 below and finally resolved by arbitration under the Arbitration and Conciliation Act, 1996, with modifications made from time to time. In this regard, the Parties irrevocably agree that:
- 18.1.1 **Constitution of Arbitral Tribunal:** The Arbitral Tribunal shall consist of 1 (one) arbitrator, who shall be an Advocate, to be nominated mutually by the Parties.
- 18.1.2 **Place:** The place of arbitration shall be Kolkata only.
- 18.1.3 **Language:** The language of the arbitration shall be English.

18.1.4 **Binding Effect:** The Arbitral Tribunal shall have summary powers and be entitled to give interim awards/directions and shall further be entitled to avoid all rules relating to procedure and evidence as are expressly avoidable under the law. The interim/final award of the Arbitral Tribunal shall be binding on the Parties.

18.2 **No Legal Proceeding without Recourse to Arbitration:** The Parties shall not commence legal proceedings or have any receiver appointed over the Said Flat And Appurtenances and/or the Said Block/Said Complex/Said Premises without first referring the matter to arbitration and till the Arbitral Tribunal has given its direction/award.

## 19. Jurisdiction

19.1 **District Court and High Court:** In connection with the aforesaid arbitration proceeding, only the District Judge, North 24 Parganas District and the High Court at Calcutta shall have jurisdiction to entertain and try all actions and proceedings.

## 20. Rules of Interpretation

20.1 **Number and Gender:** Words denoting the singular number include, where the context permits and requires, the plural number and vice-versa. Words denoting any gender include the other genders.

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

20.3 **Schedules and Plans:** Schedules and Plans appended to this Agreement form a part of this Agreement and shall always be taken into consideration for interpreting the complete understanding between the Parties. Any reference to a schedule or plan is a reference to a schedule or plan to this Agreement.

20.4 **Definitions:** In this Agreement, words have been defined by putting them within brackets and printing them in bold. Where a word or phrase is defined, other parts of speech or grammatical forms of that word or phrase shall have corresponding meaning.

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

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

20.7 **Statutes:** Any reference to a statute, statutory provision or subordinate legislation shall include its amendment, modification, consolidation, re-enactment or replacement as enforced from time to time, whether before or after the date of this Agreement.

### 1<sup>st</sup> Schedule Part-I (Said Premises)

Land measuring 27.63 (twenty seven point six three) decimal equivalent to 16 (sixteen) cottah 11 (eleven) chittack 21 (twenty one) square feet, more or less out of 82 (eighty two) decimal, comprised in C. S. Dag No. 1491 corresponding to R.S/L.R. Dag No. 1573, recorded in L.R. Khatian Nos.

4231, 4827, in Mouza Reckjoani, J. L. No. 13, Police Station Rajarhat, within the limits of Rajarhat Bishnupur 1 No. Gram Panchayat, Additional District Sub-Registration Rajarhat, District North 24 Parganas, and butted and bounded as follows:

On the North : 23' ft Panchayat Road  
 On the East : R.S/L.R. Dag No. 1575, 1576  
 On the South : R.S/L.R. Dag No. 1574, 1575  
 On the West : R.S/L.R. Dag No. 1572, 1573

**Part-II**  
**(Devolution of Title)**

1. **Ownership of Nitya Gopal Saha:** By a Deed of Partition, dated 7th August, 2014, registered in the Office of the Additional District Sub-Registrar New Town and copied in Book No. I, Volume No. 14, Pages from 5603 to 5623, Being No. 8886 for the year 2014, Nitya Gopal Saha (Owner No 3.1 herein), by virtue of partition between his other co-sharers, as First Party obtained land measuring 19.23 (nineteen point two three) decimal equivalent to 11 (eleven) cottah 10 (ten) chittack 6 (six) square feet, more or less out of 82 (eighty two) decimal, comprised in C.S. Dag No. 1491 corresponding to R.S/L.R. Dag No. 1573 in Mouza Reckjoani, J.L. No. 13, Police Station Rajarhat, within the limits of Rajarhat Bishnupur 1 No. Gram Panchayat, Additional District Sub-Registration Rajarhat, District North 24 Parganas. **(First Portion of Said Property)**
2. **Record of Right:** Nitya Gopal Saha mutated his name in the records of Land Revenue Settlement vide L.R. Khatian No. 4827, in respect of the First Portion of Said Property.
3. **Ownership of Chhaya Rani Saha:** By a Deed of Partition, dated 7th August, 2014, registered in the Office of the Additional District Sub-Registrar New Town and copied in Book No. I, Volume No. 14, Pages from 5408 to 5428, Being No. 8878 for the year 2014, Chhaya Rani Saha (Owner No 3.2 herein), by virtue of partition between his other co-sharers as First Party obtained land measuring 8.40 (eight point four zero) decimal equivalent to 5 (five) cottah 1 (one) chittack 14 (fourteen) square feet, out of 82 (eighty two) decimal, more or less, comprised in C.S. Dag No. 1491 corresponding to R.S/L.R. Dag No. 1573 in Mouza Reckjoani, J.L. No. 13, Police Station Rajarhat, within the limits of Rajarhat Bishnupur 1 No. Gram Panchayat, Additional District Sub-Registration Rajarhat, District North 24 Parganas. **(Second Portion of Said Property)**
4. **Record of Right:** Chhaya Rani Saha mutated her name in the records of Land Revenue Settlement vide L.R. Khatian No. 4231, in respect of the Second Portion of Said Property.
5. **Title of the Owners:** In the abovementioned circumstances, the Owners have acquired joint right, title and interest to the Said Premises, free from all encumbrances.

**2<sup>nd</sup> Schedule**  
**Part-I**  
**(Said Flat)**

Residential Flat No. \_\_\_\_\_, on the \_\_\_\_\_ floor, having a carpet area measuring about \_\_\_\_\_ (\_\_\_\_\_) square feet, in the Block - \_\_\_\_\_ **(Said Block)**, described in **Part-I** of the **2<sup>nd</sup> Schedule** below **(Said Flat)**, in the proposed complex named "**ALPANA**" **(Said Complex)**, at

Naipukur, Rajarhat, Police Station Rajarhat, District North 24 Parganas within the limits of **RBGP-I**, morefully described in **Part-I** of the **1<sup>st</sup> Schedule** above.

**Part-II**  
**(Parking Space)**

The Garage having 120 (one hundred twenty) square feet includes the service area for the respective car parking, in the ground floor of the Said Complex

**Part-III**  
**(Said Flat And Appurtenances)**  
**[Subject Matter of Agreement]**

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

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

Parking Space, being the car parking space/s described in **Part-II** of the **2<sup>nd</sup> Schedule** above, if any.

The Share In Common Portions, being undivided, impartible, proportionate and variable share and/or interest in the Common Portions described in the **3<sup>rd</sup> Schedule** below, as is attributable to the Said Flat.

**3<sup>rd</sup> Schedule**  
**(Common Portions)**

- Lobbies on all floors and staircase of the Said Block/Said Complex.
- Lift machine room and lift well of the Said Block/Said Complex.
- Water supply system including pumps, reservoirs/tanks of the Said Block/Said Complex.
- Water supply pipeline in the Said Block/Said Complex (save those inside any Flat or attributable thereto).
- Drainage and sewage pipeline in the Said Block/Said Complex (save those inside any Flat or attributable thereto).
- Wiring, fittings and accessories for lighting of lobbies, staircase and other Common Portions of the Said Block/Said Complex.
- Electricity meters and space for their installation.
- Elevators and allied machinery in the Said Block/Said Complex.
- Total work of Cable Television in the Said Block/Said Complex.
- Common Roof the top floor of the Said Block/Said Complex.

**4<sup>th</sup> Schedule**  
**(Specifications)**

**Common Portions:**

The Common Portions will be completed and finished as follows:

<b>Brick Work</b>	External Wall: 8 (eight) inch thick with cement mortar (1:6) using first class brick. Partition Wall: 5 inch thick brickwork with cement mortar in proportion (1:6) by using 1 <sup>st</sup> class bricks.
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<b>Plaster</b>	Wall Plaster - outside surface 18mm thick (1:6 cement mortar), inside plaster 12mm thick (1:6 cement mortar)  Ceiling Plaster-6mm thick (1:4 cement mortar) Proper chipping will be made before ceiling plastering.
<b>Stair Case</b>	Staircase will be finished with good quality vitrified tile and mild steel/ brick railing.
<b>Drainage</b>	The drainage connection will be done as per approved drawing of concern authority with very good quality material as approved by the architects. Rain water pipes will be 6"/4" dia made of supreme or equivalent brand.
<b>Roof Treatment</b>	Good quality material will be laid on roof or plain cement concrete with necessary admixture.
<b>Side Passage</b>	Will have I.P.S. flooring laid under flat brick soling.
<b>Water Supply</b>	Water supply with high quality pumps and motors will be made available.
<b>Electrical</b>	Separate meters for the entire flat will be provided upon payment of security deposit to WBSEDCL. Electrical mains etc. will be provided with good quality copper wire.
<b>Painting And Finishing</b>	Outside face of external walls will be finished with high quality cement paint/ weather coat.  Windows, gates and grills will be painted with two coats of enamel paints over two coats of primer.

**Said Flat:**

The Said Flat will be completed and finished as follows:

<b>Brick Work</b>	External Walls: 8 inch thick brickwork with cement mortar in proportion (1:6) by using 1 <sup>st</sup> class bricks. Partition Walls: 4 inch thick with cement mortar in proportion (1:4) by using fly ass bricks, providing wire mesh as required for 3 inch wall.
<b>Plaster</b>	Wall Plaster- outside surface 18mm thick (1:6 cement mortar), inside surface 12mm thick (1:6 cement mortar) Ceiling Plaster - 6 mm thick (1:4 cement mortar) Proper chipping will be made before wall and ceiling plastering.
<b>Floor Of Rooms And Toilets</b>	Vitrified tiles flooring in living cum dining room and ceramic tiles in all rooms, kitchen, toilets, verandah etc. will be provided.
<b>Toilet Walls</b>	Upto 6'-6" finished with white/light coloured ceramic tiles.
<b>Doors</b>	Door frames will be made of Shal wood. Hot pressed flush door will be provided. Hatch bolt/Aldrop/ Cylindrical lock in the door for each room and night latch for the main door of the flat will be provided.
<b>Windows</b>	Fully Aluminium windows with glass fittings and standard handle.

<b>Sanitary Fittings In Toilets</b>	The following will be provided: a) Tap and shower arrangements. b) White/light coloured wash basin (only in common toilet) made of porcelain. c) White/light coloured European type water closet made of porcelain. d) Water pipe line.
<b>Kitchen</b>	Kitchen will be provided with top cooking platform with one sink and Dado of ceramic tiles upto a height of 2'-6" feet above the cooking platform.
<b>Electrical Points And Fittings</b>	Concealed P.V.C. conduits, with good quality copper wire will be provided. Number of points will be decided later. Calling bell point at the main door of the flat will be provided.
<b>Telephone And Intercom</b>	Telephone points will be provided in the living room. Connection of intercom will be provided to each individual flat of the building.
<b>Painting And Finishing</b>	Outside face of external walls will be finished with good quality waterproof acrylic paint. Internal face of the walls will be finished with good quality wall putty.

**5<sup>th</sup> Schedule  
(Common Expenses/Maintenance Charges)**

1. **Common Utilities:** All charges and deposits for supply, operation and maintenance of common utilities.
2. **Electricity:** All charges for the electricity consumed for the operation of the common machinery and equipment of the Said Block/Said Complex.
3. **Association:** Establishment and all other capital and operational expenses of the Association.
4. **Litigation:** All litigation expenses incurred for the common purposes and relating to common use and enjoyment of the Common Portions.
5. **Maintenance:** All costs for maintaining, operating, replacing, repairing, white-washing, painting, decorating, re-decorating, re-building, re-constructing, lighting and renovating the Common Portions [including the exterior or interior (but not inside any Flat) walls of the Said Block/Said Complex].
6. **Operational:** All expenses for running and operating all machinery, equipments and installations comprised in the Common Portions, including lift, diesel generator set, changeover switch, pump and other common installations including their license fees, taxes and other levies (if any) and expenses ancillary or incidental thereto and the lights of the Common Portions.
7. **Rates and Taxes:** *Panchayat* Tax, surcharge, Water Tax and other levies in respect of the Said Block/Said Complex **save** those separately assessed on the Buyer.
8. **Staff:** The salaries of and all other expenses on the staff to be employed for the common purposes, viz. manager, caretaker, clerk, security personnel,

liftman, sweeper, plumber, electrician etc. including their perquisites, bonus and other emoluments and benefits.

**21. Execution and Delivery**

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

\_\_\_\_\_  
(As constituted attorney of  
Nitya Gopal Saha & Chhaya Rani Saha)  
**[Owners]**

\_\_\_\_\_  
(Committed Partners Company)  
**[Developer]**

\_\_\_\_\_  
(\_\_\_\_\_)  
**[Buyer]**

**Witnesses:**

Signature \_\_\_\_\_ Signature \_\_\_\_\_

Name \_\_\_\_\_ Name \_\_\_\_\_

Father's Name \_\_\_\_\_ Father's Name \_\_\_\_\_

Address \_\_\_\_\_ Address \_\_\_\_\_

\_\_\_\_\_