

**THIS AGREEMENT** is made this the \_\_\_\_ day of \_\_\_\_\_ **2004** BETWEEN \_\_\_\_\_ **(P) LTD.**, a private limited Company within the meaning of the Companies Act, 1956, having it's registered office at \_\_\_\_\_, hereinafter referred to as **THE VENDOR** (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include it's successor and/or successors in interest and assigns) of the **FIRST PART**

and **(1)** \_\_\_\_\_ and **(2)** \_\_\_\_\_ both existing Companies within the meaning of the Companies Act, 1956, and both having their respective registered offices at \_\_\_\_\_, hereinafter collectively called **THE CONFIRMING PARTIES** (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean or include their successors in interest and assigns) of the **SECOND PART**

and

\_\_\_\_\_ residing at \_\_\_\_\_, hereinafter called **THE PURCHASERS** (which term or expression shall unless excluded by or repugnant to the context be deemed to mean and include his/her legal heirs, executors, legal representatives, executors, administrators and assigns) of the **THIRD PART**.

**WHEREAS:**

\* HISTORY

\* By an agreement dated \_\_\_\_\_ and made between the erstwhile **Owners** and the said \_\_\_\_\_ and \_\_\_\_\_, the said erstwhile Owners agreed to sell and transfer the entirety of the said premises unto and in favour of the said \_\_\_\_\_, \_\_\_\_\_ and \_\_\_\_\_ for the consideration and on the terms and conditions contained and recorded in the said agreement dated \_\_\_\_\_ (hereinafter referred to as the said '**Sale Agreement**').

\* In pursuance of an application having been filed with the Appropriate Authority in Kolkata in Form 37(I), the Appropriate Authority granted necessary permission vide their Order dated \_\_\_\_\_ for sale and transfer of the said premises in terms of the said Sale Agreement.

\* In pursuance to the said Sale Agreement, the **said** \_\_\_\_\_, \_\_\_\_\_ **and** \_\_\_\_\_ from time to time made full payment of the amount of consideration in terms of the said Sale Agreement and the said Owners put the said \_\_\_\_\_, \_\_\_\_\_ and \_\_\_\_\_ in possession of the entirety of the said premises to enable them to undertake construction of a new building at the said premises.

\* The said \_\_\_\_\_, \_\_\_\_\_ **and** \_\_\_\_\_ caused a map or plan to be prepared and submitted in the name of the Owners to The Kolkata Municipal Corporation and the KMC have since sanctioned the said Plan being \_\_\_\_\_ dated \_\_\_\_\_ (hereinafter referred to as the '**said plan**') whereby the **said** \_\_\_\_\_, \_\_\_\_\_ **and** \_\_\_\_\_ have become entitled to construct a new building on the said premises consisting of various self-contained Flats / units / apartments / constructed spaces and car parking spaces capable of being held and/or enjoyed independently of each other.

- \* The said \_\_\_\_\_, \_\_\_\_\_ and \_\_\_\_\_ have amongst themselves allocated the various Flats / constructed spaces and car parking spaces in the said new building with the intent and object that the Vendor and the Confirming Parties herein shall be entitled to enter into agreements for sale and transfer of the said Flats / constructed spaces and car parking spaces allotted to each of them independently of the other and would be entitled to receive, realize and collect all amounts receivable by way of sale and transfer of their respective allocations. It was also decided that \_\_\_\_\_ shall be entitled and responsible to get the proposed building constructed by appointment of a suitable and competent Contractor and shall provide necessary materials and inputs to such Contractor. The co-owners namely \_\_\_\_\_ and \_\_\_\_\_ shall however contribute their proportionate 1/3<sup>rd</sup> cost of the project (construction and/or development) as may be demanded by \_\_\_\_\_ and in terms of the said Allocation Agreement dated \_\_\_\_\_.
- K. It was further decided among \_\_\_\_\_, \_\_\_\_\_ and \_\_\_\_\_ that in case of such Agreement for Sale of their respective allocations between any of the parties and intending Purchasers, the other co-owners, if necessary, shall join in the said agreement as a Confirming Parties and/or Co-Vendors in all instruments of sale, including the Agreement for Sale, Deed of Conveyance, etc. and would not be entitled to raise any objection excepting that the amount receivable on account of sale of their individual allocations shall absolutely belong to the party intending to sell and transfer its respective allocation.
- L. The Purchasers are desirous of acquiring on ownership ALL THAT **Flat No. \_\_\_** containing by admeasurement \_\_\_\_\_ **sq.ft.** (be the same, a little more or less) in the \_\_\_\_\_ **floor** of the new building situated at the said premises forming part of the Vendor's Allocation and TOGETHER WITH the proportionate share in the common parts and portions attributable to the said Flat in the said building AND ALSO TOGETHER WITH the right of entrance and exit and all paths, passageways for the entire building AND ALSO TOGETHER WITH **one covered / open car** parking space AND TOGETHER WITH the proportionate share in the land attributable thereto (more fully and particularly mentioned and described in the Second Schedule hereunder written and hereinafter referred to as the **said Flat**) AND THE PROPERTIES APPURTENANT THERETO) have approached the Vendor for sale and transfer thereof and the Vendor with the consent and concurrence of the Confirming Parties has agreed to sell and transfer the said Flat AND THE PROPERTIES APPURTENANT THERETO for the consideration and on the terms and conditions hereinafter appearing.
- M. At or before execution of this agreement, the Purchasers have fully satisfied himself/herself as to the:
- a. Title of the Vendor and/or Confirming Parties.
  - b. The terms and conditions contained in the said Sale Agreement.
  - c. The Plan sanctioned by The Kolkata Municipal Corporation.
  - d. Specifications and/or materials to be used in the said building.
  - e. The total super built-up area to comprise in the said Flat and the common area AND the properties appurtenant thereto.

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

**NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO** as follows:

**ARTICLE I - DEFINITIONS**

1. In these presents unless it is repugnant to or inconsistent with the context, the following expressions shall have the meaning assigned to them respectively:
  - 1.1 **COMMON PORTIONS** – shall mean the common parts, portions, facilities and amenities (including the roof of the building), lifts, lift room, lift shafts, lift installations, generator (at extra cost), generator room, pump installations, tubewell and its installations, drains, sewers, boundary walls, main gates, paths and passages, staircases and lobbies and water reservoirs etc.) in the said new building.
  - 1.2 **COMMON PURPOSES** – shall mean and include the purposes of upkeep, management, maintenance, administration and protection of the common parts and portions and the purpose of regulating mutual rights and liabilities of the Owners, Vendor and/or occupants of the respective Flats and all purposes or matters in which the Vendor and/or Confirming Parties and occupants have common interest relating to the said new building.
  - 1.3 **CAR PARKING SPACE** – shall mean the open / covered car parking space in the ground floor of the said new building.
  - 1.4 **HOLDING ORGANIZATION / MAINTENANCE COMPANY** – shall mean the Company / Society / Association that may be formed or promoted by the Vendor / Confirming Parties for the common purposes, maintenance and upkeep of the said building.
  - 1.5 **NEW BUILDING** – shall mean the new building constructed at the said premises in accordance with the said plan, consisting of various residential Flats / constructed spaces and car parking spaces capable of being held and/or enjoyed independently of each other.
  - 1.6 **PREMISES** – shall mean ALL THAT the piece and parcel of land situate lying at and being Premises No. \_\_\_\_\_ TOGETHER WITH buildings and structures situated thereon (more fully and particularly described in the **FIRST SCHEDULE** hereunder written).
  - 1.7 **PLAN** – shall mean the plan sanctioned by The Kolkata Municipal Corporation being No. \_\_\_\_\_ dated \_\_\_\_\_ for construction of the new building on the said premises and shall include all modifications thereto or further modifications of plan or revised sanction plan showing revised placement of the blocks as per revised sanction plan.
  - 1.8 **PURCHASERS** – shall mean the said \_\_\_\_\_ and/or their heirs, legal representatives, executors, administrators and assigns).

- 1.9 **VENDOR** – shall mean the said \_\_\_\_\_ and shall include its successor and/or successors in interest and assigns.
- 1.10 **CONFIRMING PARTIES** – shall mean \_\_\_\_\_ . and \_\_\_\_\_.
- 1.11 **SAID FLAT AND THE PROPERTIES APPURTENANT THERETO** – shall mean ALL THAT the **Flat No.** \_\_\_ containing by admeasurement \_\_\_\_**sq.ft.** (be the same, a little more or less) situated in the \_\_\_\_\_ **floor** of the said new building at the said premises and TOGETHER WITH the proportionate share in the common parts and portions attributable to the said Flat in the said building AND ALSO TOGETHER WITH \_\_\_\_\_**open\covered car parking space** AND TOGETHER WITH the proportionate share in the land attributable thereto (more fully and particularly mentioned and described in the **SECOND SCHEDULE** hereunder written).
- 1.12 **SPECIFICATIONS** – shall mean the various specifications with such other additions and/or alternative and/or modifications, as may be recommended by the Architect of the building.
- 1.13 **ARCHITECT**- shall mean \_\_\_\_\_ having its registered office at \_\_\_\_\_, or such person or firm or company as may be appointed from time to time by the Vendor and the Confirming Parties.

## **ARTICLE II – INTERPRETATIONS**

- 2.1 Unless there is something in the subject or context inconsistent with:
- i. where two or more persons are included in the expression “Purchasers” the covenants contained in this agreement which are expressly to be made by the Purchasers shall be deemed to be made by such persons jointly and severally.
  - ii. any covenant by the Purchasers not to do any act or thing shall include an obligation not to permit such act or thing to be done and any covenant by the Purchasers to do or carry out some act or thing shall be deemed to have been satisfied if the Purchasers shall have procured that act or thing to be done or carried out.
  - iii. any reference to any agreement, contract, deed or document shall be construed as including any amendment, variation, alteration or modification to it, any renovation of it and anything supplemental to it entered into or made with the consent of the Purchasers, such consent not to be unreasonably withheld or delayed.
  - iv. any reference to statute shall include any statutory extension or modification or enactment of such statute, any rules, regulations or orders made thereunder.
  - v. headings shall be ignored for the purpose of interpretation.
  - vi. singular number shall include plural and vice versa.
  - vii. masculine gender shall include feminine and neuter genders and vice versa.

## **ARTICLE III – COMMENCEMENT / TITLE**

3. This Agreement shall be deemed to have commenced on and with effect from the \_\_\_\_\_ (hereinafter referred to as the '**commencement date**').
- 3.1 The Purchasers have inspected the title of the Vendor / Confirming Parties in respect of the premises and agree and covenant not to raise any objections thereto or make any requisition in connection therewith.
- 3.2 The Purchasers have also inspected the said building plan duly sanctioned by The Kolkata Municipal Corporation.
- 3.3 The Purchasers have also satisfied themselves as to the measurement / area of the Flat and has agreed not to challenge or dispute the same in any manner whatsoever and the decision of the Architect in this regard shall be final and binding on both parties.
- 3.4 The Purchasers have agreed not to raise any objection regarding title of the Vendor / Owner and the Vendor shall be entitled to modify or alter the said plan and/or to submit a revised plan to which the Purchasers hereby consents.

#### **ARTICLE IV – SALE / TRANSFER**

- 4.1 The Vendor with the consent of the Confirming Parties has agreed to sell and transfer and the Purchasers have agreed to purchase and acquire on the terms and conditions stipulated herein ALL THAT the **Flat No.** \_\_\_\_\_ in the \_\_\_\_\_ **floor** of the building TOGETHER WITH \_\_\_\_\_ **open/covered parking space** in the ground floor of the said premises TOGETHER WITH the proportionate share in the common parts and portions attributable THERETO AND ALSO TOGETHER WITH the right of entrance and exits and all paths and passage ways for the entire building subject to the terms and conditions hereinafter appearing, subject to the Purchasers making payment of all the amounts agreed to be paid by the Purchasers to the Vendor and also performing and observing all other terms and conditions hereinafter appearing.
- 4.2 The undivided proportionate share in the land attributable to the said Flat shall be calculated on the basis of the proportionate super built-up area of the said Flat to the total area of the proposed building including the common parts and appurtenances.
- 4.3 The common parts and portions in the said building and the said premises shall be provided as necessary and/or required and as thought fit and determined by the Vendor for the beneficial enjoyment of the said Flat and such common parts and portions shall be declared and/or identified by the Vendor and/or the Confirming Parties only upon the Completion Certificate being granted by The Kolkata Municipal Corporation.
- 4.4 The right of the Purchasers shall always remain restricted to the said Flat and the Properties Appurtenant Thereto and they shall have no right or claim over and in respect of any other part and/or portions of the said building excepting the right of use which will be only common with other co-owners and the Vendor.

## **ARTICLE V – CONSIDERATION & PAYMENT**

- 5.1 In consideration of the above, the Purchasers have agreed to pay to the Vendor a sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) (hereinafter referred to as the ` **consideration amount** ').
- 5.2 At or before signing of this Agreement, out of the said consideration amount a sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) has been paid by the Purchasers to the Vendor (the receipt whereof the Vendor doth admits and acknowledges to have been received) and the balance amount of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) shall be paid in the manner as appearing in the **Third Schedule** hereunder written.
- 5.3 Time for payment shall always be the essence of the contract.
- 5.4 All payment shall be paid at the office of the Vendor against proper receipts being granted by the Vendor, it being expressly agreed that the Purchasers shall not be entitled and agree not to set up any oral agreement regarding the payments and due performance and observance of the terms and conditions herein contained or regarding any verification or modification of the terms and conditions herein contained unless confirmed by the Vendor, in writing.
- 5.5 The Purchasers have also agreed to pay to the Vendor in addition to the consideration hereinabove proportionately all applicable statutory outgoings and expenses, including all charges and costs for any alterations in the said Flat or any other extra facilities / specifications in construction etc. which the Vendor may on a later date decide to provide which is presently not taken into consideration.
- 5.6 In addition to the aforesaid consideration, the Purchasers shall also deposit with the Vendor the amounts (details of which are mentioned in the **Fourth Schedule** hereunder written) and payment of such amounts shall be made at or before taking possession of the said Flat.
- 5.7 At or before taking possession of the said Flat, the Purchasers shall be liable and agree to make payment of the proportionate share or deposits with CESC Ltd. / WBSEB supply or any other authorities for H.T / L.T power connection for the entirety of the building and the Purchasers shall be entitled to have at their own cost, charges and expenses, including payment of deposits to have L.T. connection and to obtain a separate meter for the said Flat directly from CESC LTD. / WBSEB supply
- 5.8 The Purchasers shall not be entitled to transfer or assign the benefits of this agreement or nominate any person till such time the Deed of Conveyance is executed and if the Purchasers shall desire to transfer or assign or nominate any person prior to the execution of the Deed of Conveyance, the Purchasers shall be entitled to do so only with the written consent of the Vendor and upon clearing of the entire dues, if any.



## **ARTICLE VI – COMPLETION AND POSSESSION**

- 6.1 The said Flat and the properties appurtenant thereto shall be completed within 24 (twenty four) months with a grace period of 6 (six) months from the date of execution of this Agreement unless prevented by circumstances beyond the control of the Vendor (hereinafter referred to as the `**completion date**`) and possession shall be handed over to the Purchasers within the completion date and the Deed of Conveyance shall be executed thereafter or as and when called for by the Vendor subject to the Purchasers making all payments as set out in the **Third Schedule** together with interest, if any, and deposits as set out in the **Fourth Schedule**.
- 6.2 It being expressly agreed that in the event of any delay in completion of the said Flat due to reasons beyond the control of the Vendor, the Purchasers shall not be entitled to and agrees not to claim any abatement or compensation and/or withhold any payment, it being further expressly agreed that the said Flat shall be deemed to have been completed if made fit for habitation and certified to be so by the Architect for the time being of the building irrespective of the fact that the other Flats in the building have been completed or not.
- 6.3 The building shall be completed with such materials and specifications (more fully and particularly mentioned and described in the **Fifth Schedule** hereunder written) and as shall be recommended by the Architect and in no event the Purchasers shall be entitled to claim any damage or make any claim on any account regarding the quality of materials and specifications and the Purchasers hereby consent to the same AND THAT the Architect shall be entitled to change or substitute such specifications from time to time.
- 6.4 For the purpose of completion of the said building, it shall be deemed to have been completed and made for habitation if certified so by the Architect for the time being of the building and such certificate given by the Architect shall be final and binding on the parties hereto.
- 6.5 For the purpose of completion of the said Flat AND THE PROPERTIES APPURTENANT THERETO, the said Flat would be deemed to have been completed and made fit for habitation if the same has been provided with electricity, water connection, sewerage and drainage, irrespective of the fact whether the other Flats and common facilities in the said building have been completed or not. The Architect's Certificate in this regard shall be final and binding on both the parties.
- 6.6 Within 7 days from the date of completion of the said Flat, a communication would be given by the Vendor regarding completion (hereinafter referred to as the `**notice of possession**`) and the Purchasers shall take possession of the said RESIDENTIAL FLAT SUBJECT HOWEVER to the Purchasers making payment of all the amounts to be paid under this Agreement. However, if the Purchasers fail to take possession of the said Flat AND THE PROPERTIES APPURTENANT THERETO, then without prejudice to such other right which the Vendor may have against the Purchasers, the Purchasers shall be liable to pay and/or contribute all municipal rates, taxes, maintenance charges and other outgoings proportionately for the said Flat AND THE PROPERTIES APPURTENANT THERETO from the date of Notice of Possession.

- 6.7 Unless prevented by circumstances beyond the control of the Vendor, if there shall be any default on the part of the Vendor in completing the Flat AND THE PROPERTIES APPURTENANT THERETO agreed to be owned and/or acquired by the Purchasers in terms of this Agreement, then and in that event, the Vendor shall be entitled to a grace period of 6 (six) months (hereinafter referred to as the `grace period') and if within the said grace period the Vendor is unable to deliver possession of the said Flat to the Purchasers, then and in that event the Vendor will be liable and agrees to pay a sum of Rs. 5,000/- (Rupees Five Thousand only) per month, till such time the Flat is complete SUBJECT HOWEVER to the Purchasers regularly and punctually making payment of all amounts agreed to be paid and PROVIDED HOWEVER there is no breach of any of the terms and conditions herein contained and on the part of the Purchasers to be performed and observed.

#### **ARTICLE VII – COMMON PARTS AND PORTIONS**

- 7.1 Immediately after completion of the said new building, the Owner and the Vendor shall determine the common parts and portions in the said new building which shall be held by the Purchasers along with the other co-Purchasers' of various other Flats (such common parts and portions more fully and particularly mentioned and described in the **Sixth Schedule** hereunder written).

#### **ARTICLE VIII – DEFAULT IN PAYMENT**

- 8.1 In the event of any default on the part of the Purchasers in making payment of any of the installments falling due or any other sums becoming due and not paid by the Purchasers, the Purchasers shall be liable to pay interest at the rate of 20% per annum on the unpaid amount for the entire period of default and the Vendor shall adjust the interest payment before adjusting the payment of the due installment. Further, if the Purchasers shall commit any breach and/or default and if such default shall continue for a period of 3 (three) months or non-payment of any amount and if the Purchasers shall fail to remedy the same within a period of 3 months, the Vendor shall be entitled to and the Purchasers hereby consent to the Vendor cancelling and/or determining this agreement with or without notice and in such an event the Purchasers shall forfeit all their right under this agreement and/or in respect of the said Flat AND THE PROPERTIES APPURTENANT THERETO and the Vendor shall be entitled to forfeit 10% of all the amounts already paid by the Purchasers as and by way of predetermined liquidated damages and shall refund the balance amount.
- 8.2 In the event of cancellation and/or determination of this agreement, the Purchasers shall cease to have any right over and in respect of the said building and/or the said Flat AND THE PROPERTIES APPURTENANT THERETO and the Vendor shall be entitled and the Purchasers hereby consent to the same to deal with the said Flat at its sole and absolute discretion.

- 8.3 The Purchasers shall not do or cause to be done anything whereby the construction and/or erection of the said building or any part thereof is in any way hindered or impeded with and if for any neglect or default on the part of the Purchasers, further construction of the said building or Flats or any part thereof is in any way hindered or impeded with or if the Vendor is prevented from carrying on or proceeding with the construction of any part thereof of the said building, the Purchasers shall be liable to pay damages for the same. If for any reasons whatsoever because of any act of commission or omission on the part of the Purchasers, the Vendor is prevented from carrying on or proceeding with the construction of the said Flat or any other constructions in the said building, then in that event without prejudice to such rights the Vendor may have, the Purchasers shall be liable to pay liquidated damages being the predetermined damages or loss which may be suffered or incurred by the Vendor at the rate of Rs. 10,000/- (Rupees Ten Thousand only) per day, until such obstruction or impediment is removed.

#### **ARTICLE IX – RESTRICTIONS & OTHER OBLIGATIONS**

- 9.1 As from the date of possession of the said Flat, the Purchasers agree and covenant as follows:
- a. TO CO-OPERATE with the other co-purchasers and the Vendor and/or Confirming Parties in the management and maintenance of the said building.
  - b. TO OBSERVE the rules framed from time to time by the Vendor and upon formation by the Association or Co-operative Society or Private Limited Company for quite and peaceful enjoyment of the said building as a decent building.
  - c. TO ALLOW the Vendor with or without workmen to enter into the said Flat with prior intimation AND THE PROPERTIES APPURTENANT THERETO for the purpose of maintenance and repairs.
  - d. TO PAY and bear the common expenses and other outgoings and expenses since the date of possession and also the rates and taxes for and/or in respect of the said building including those mentioned in the **Seventh Schedule** written proportionately for the building and/or common parts/areas and wholly for the said Flat AND THE PROPERTIES APPURTENANT THERETO and/or to make deposits on account thereof in the manner mentioned hereunder to or with the Vendor and upon the formation of the Association or Co-operative Society or Private Limited Company. Such amount shall be deemed to be due and payable on and from the date of possession whether actual possession of the said Flat has been taken or not by the Purchasers.
  - e. TO DEPOSIT the amounts reasonably required with the Vendor and upon the formation with the Association or Co-operative Society or Private Limited Company as the case may be towards the liability for the rates and taxes and other outgoings.
  - f. TO PAY charges for electricity in or relating to the said Flat AND THE PROPERTIES APPURTENANT THERETO wholly and proportionately relating to the common parts.
  - g. NOT TO sub-divide the said Flat and/or the parking space or any portion thereof.

- h. NOT TO do any act, deed or thing or obstruct the construction and completion of the said building in any manner whatsoever and notwithstanding any temporary construction in the Purchasers enjoyment of the said Flat AND THE PROPERTIES APPURTENANT THERETO.
- i. NOT TO throw dirt, rubbish or other refuse or permit the same to be thrown or accumulated in the said building and/or compound or any portion of the building except in the space for garbage to be provided in the ground floor of the said building.
- j. NOT TO store or bring and allow to be stored and brought in the said Flat any goods of hazardous or combustible nature or which are so heavy as to affect or endanger the structures of the building or any portion of any fittings or fixtures thereof, including windows, doors, floors, etc. in any manner.
- k. NOT TO hang from or attach to the beams or rafters any articles or machinery which are heavy or likely to affect or endanger or damage the construction of the building or any part thereof.
- l. NOT TO fix or install air-conditioners in the said Flat, save and except at the places which have been specified in the said Flat for such installation.
- m. NOT TO do or cause anything to be done in or around the said Flat which may cause or tend to cause or amount to cause or affect 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.
- n. NOT TO damage or demolish or cause to be damaged or demolished the said Flat or any part thereof or the fittings and fixtures affixed thereto.
- o. NOT TO close or permit the closing of verandahs or lounges or balconies or 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, lounges or any external walls or the fences of external doors and windows including grills of the said Flat which in the opinion of the Vendor differs from the colour scheme, design of the building or deviation or which in the opinion of the Vendor may affect the elevation in respect of the exterior of the said building.
- p. NOT TO install grills, the designs of which have not been suggested or approved by the Architect.
- 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 improvement of a permanent nature, except with the prior approval in writing of the Vendor and/or any concerned authority.

- s. THE PURCHASERS shall not fix or install any window antenna on the roof or terrace of the said building nor fix any window antenna excepting that the Purchasers shall be entitled to avail of the central antenna facilities to be provided by the Vendor to the Purchasers and also the other owners of the other Flats in the said premises at their cost.
- t. NOT TO use the said Flat or permit the same to be used for any purpose whatsoever other than residential purpose and shall not use for the purpose which may or is likely to cause a nuisance or annoyance to the occupiers of the other portions of the said building or to the owners and occupiers of the neighbouring premises or for any illegal or immoral purpose or as a Boarding House, Club House, Nursing Home, Amusement or Entertainment Center, Eating or Catering Place, Dispensary or a meeting place or for any commercial or industrial activities whatsoever and similarly shall not keep in the parking place, if any allotted, anything other than private motor car(s) or motor cycle(s) and shall not raise or put up any kutcha or pucca construction, grilled wall / enclosures 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 allowed in the car parking space.
- u. NOT TO use the allocated car parking space(s) or permit the same to be use for any other purpose whatsoever other than parking of own car(s).
- v. NOT TO park car on the pathway or open spaces of the building or at any other place except the space allotted and shall use the pathways as would be decided by the Vendor.
- w. TO ABIDE by such building rules and regulations as may be made applicable by the Vendor before the formation of the Holding Organization and after the Holding Organization is incorporated to comply with and/or adhere to the building rules and regulations of such Holding Organization.

**ARTICLE X – HOLDING ORGANIZATION / MAINTENANCE COMPANY**

- 10. Immediately after the completion of the said building, the Vendor and the Confirming Parties shall form a Syndicate Management for the purpose of management of the said building and the common portions and/or rendition of the common services.
- 10.1 Until formation of such Association or Co-operative Society or Private Limited Company, the Vendor shall manage and maintain the said building and the common parts thereof.
- 10.2 The Purchasers agrees that:

The Purchasers shall pay regularly and punctually within the 7<sup>th</sup> day of every month, and month by month, the common expenses as described in the **Seventh Schedule** hereunder written at such rates as may be decided, determined and apportioned by the Vendor to be payable from the date of possession to the Vendor and upon formation and transfer of management of the building to the Association or Co-operative Society or Private Limited Company as the case may be, such payment are required to be made without any abatement or demand.

- a) The proportionate rate payable by the Purchasers for the common expenses shall be decided by the Vendor from time to time and the Purchasers shall be liable to pay all such expense what wholly relates to the Purchasers Flat only. The statement of account of the apportionment of the charges as prepared by the Vendor shall be conclusive and final. The Purchasers shall not be entitled to dispute or question the same. In the event of the transfer of the Management and administration of the said company to the Association or Co-operative Society or Private Limited Company, in terms of these presents, the employees of the Vendor such as watchmen, security staff, liftmen, etc shall be employed and/or absorbed in the employment of such Association or Co-operative Society or Private Limited Company with same conditions of service and on the same terms and conditions of service and the Purchasers shall not be entitled to raise any objection thereto and hereby consents to the same.
- b) After the formation of the Association or the co-operative Society or the Private Limited Company, as the case may be, the Purchasers shall pay such amounts for the aforesaid purposes as may be demanded by the authority.
- c) So long as each Flat in the said premises shall not be separately mutated, the Purchasers shall pay the proportionate share of all rates and taxes assessed on the whole premises including the charges for loss of electricity while in transmission to the Vendor from the date of possession, such proportion is to be determined by the Vendor on the basis of the area of such Flat in the said building.
- d) If the Purchasers fail to pay the aforesaid expenses or part thereof within time as aforesaid, the Purchasers shall be liable to pay interest at the rate of 20% percent per annum. And further that if any dues remain unpaid for sixty days, the Vendor upon formation of such association or Co-operative Society or Private Limited Company shall be at liberty to disconnect and /or suspend all common services attached to the Purchasers 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.

#### **ARTICLE XI – SINKING FUND**

- 11.1 It has been agreed between the Vendor and the Purchasers that the decency of the building is to be maintained and taking into account the kind of construction and for the aforesaid purpose it has been agreed to have a Sinking Fund to be created for the purpose of meeting the capital expenses and other incidentals thereto which may be necessary from time to time in respect of the said building.
- 11.2 The Purchasers have agreed to contribute one time sum of Rs. 10/- (Rupees Ten only) per sq.ft. towards the Sinking Fund. Such Sinking Fund which will be held by the Vendor, free of interest in a separate account and upon formation of the Holding organization, and the interest accrued on the said Sinking Fund will ensure for the common benefit of all Purchasers and in no event the Purchasers shall be entitled to claim refund of the amount contributed towards such Sinking fund nor shall the Sinking Fund be applied for the purpose of payment of the municipal rates and taxes as well as the Miscellaneous charges.

**ARTICLE XII – MISCELLANEOUS**

- 12.1 The Purchasers at their own cost shall make payment of the Stamp Duty and registration charges. It shall be the responsibility of the Purchasers to get this Agreement registered and the Vendor will appear before the authorities for the registration of the agreement.
- 12.2 This agreement is personal and the Purchasers shall not be entitled to transfer, let out, grant, lease in respect of the said Flat without the consent in writing of the Vendor until such time the full amount of consideration has been paid by the Purchasers to the Vendor and the Purchasers performing and observing all the other terms and conditions herein contained and on the part of the Purchasers to be performed and observed PROVIDED HOWEVER after the full payment of the entire consideration amount the Purchasers shall be entitled to let out, grant, lease and/or mortgage and/or in any way deal with the said Flat for which no further consent of the Vendor shall be required.
- 12.3 The right of the Purchasers shall remain restricted to the said Flat AND THE PROPERTIES APPURTENANT THERETO and in no event the Purchasers shall be entitled and hereby agree not to claim any right in respect of the other parts or portions of the said building and the said premises other than right of use of the common parts and amenities.
- 12.4 For the purpose of facilitating the construction of the said FLAT in the aforesaid building the Vendor shall apply for and obtain financial assistance from banks and other financial institutions.
- 12.5 The name of the building shall be ` \_\_\_\_\_ ` and will not be changed without the consent of the Vendor.
- 12.6 The Vendor and the Purchasers have entered into this Agreement purely on principle to principle basis and nothing stated herein shall be deemed to constitute a partnership between the seller and the Purchasers or to be construed as a joint venture or joint ventures between the Purchasers and the Vendor nor shall the Vendor and the Purchasers constitute an association of persons. Such party shall keep the other party duly indemnified from and against the same.
- 12.7 This Agreement contains the entire agreement of the parties and no oral representation or statement shall be considered valid or binding upon any of the parties nor shall any provision of this agreement be terminated or waived except by written consent by both the parties. The Purchasers acknowledge upon signing of this agreement that no other agreement, conditions, stipulation, representations guarantees or warranties have been made by the Vendor other than what is specifically set forth herein.

**ARTICLE XIII – DOCUMENTATION AND PROFESSIONAL CHARGES**

- 13.1 \_\_\_\_\_ has prepared this Agreement and shall draw all papers documents and drafts required for and /or in connection with the various common purposes relating to the said building and formation of the association or Co-operative Society or Private Limited Company as envisaged herein and such documents containing covenants to be observed on the part of the parties hereto as in the sole discretion of the said advocates be determined to be reasonable and the costs and expenses of the same shall be borne and paid by the Purchasers as follows. The Purchasers, despite their obligation to pay the remuneration and fees to the said Advocate, shall be at liberty to consult any other lawyer/advocate for any independent advice will not absolve the Purchasers of their responsibility to pay the remuneration as herein provided.
- 13.2 The Purchasers shall on or before the execution of this agreement pay at the rate of Rs. 3.50 per sq.ft. to of Mr. R. L. Gaggar (Advocate), towards the fee for the preparation of this Agreement and shall further pay Rs. 3.50 per sq.ft. as fees on or before delivery of possession of the said Flat towards their fees for preparing, drafting, Execution and registration of the papers, documents in relation to transfer of the said Flat together with common parts and properties appurtenant thereto in favour of the Purchasers.
- 13.3 All stamp duty, registration charges and other incidental expenses in relation to the conveyance of the said Flat and for obtaining approval and consent 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 Purchasers.
- 13.4 If the Purchasers fail and/or neglects to pay the aforesaid charges and expenses or part thereof within 15 (fifteen) days from receipt of notice of demand for such payment or in other words in case the Purchasers commit default in fulfilling and observing its obligations contained herein then and in such event this agreement shall be terminated and the amount paid hereunder forfeited and the Purchasers right to receive the conveyance shall stand extinguished and/or terminated in respect of the said Flat and the Purchasers shall stand divested of all rights and interest if construed to be vested in the Purchasers in all constructions, installations and fixture in the said Premises and/or the said building and/or the said Flat and the said Flat shall stand vested in the said Vendor and the Vendor shall be entitled to have the Purchasers right and interest forfeited as aforesaid and transferred in its own favour and/or in favour of its nominee or nominees.

**ARTICLE XIV – FORCE MAJEUR**

1. The Vendor shall not be regarded as in breach of any of the terms and conditions of this agreement if the Vendor or its contractors / suppliers are prevented from performing or discharging their obligations in terms of this agreement because of circumstances beyond their control such as:
  - a. Fire or explosion.
  - b. Earthquake and lightning.
  - c. Accumulation of rainwater or unforeseen weather conditions.
  - d. Riots, civil disturbances, insurgency, enemy action or war.
  - e. Temporary or permanent interruption in the supply or utilities serving the project in connection with the work.
  - f. Injunction or orders of any government, civil bodies, The Kolkata Municipal Corporation or any other authority.

**ARTICLE XV – NOTICE**

15. All notices to be served hereunder by either of the parties to the other shall be deemed to have been served on the 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 XVI – TAXES AND LEVIES**

16. In the event the Vendor being made liable for payment of any taxes or levies under any statute or law for the time being in force or being imposed in future, and if the Vendor is advised by its Consultant that the Vendor is liable or shall be made liable for payment of such taxes, then in that event the Purchasers shall be liable and hereby agrees to indemnify and keep the Vendor indemnified against all actions, suits, proceeds, costs, charges and expenses in respect thereof so far as concerning and arising to the transfer or demise hereby made. The Purchasers hereby agree to pay such taxes and other duties extra as would be applicable at actuals or such amount as may then be applicable at actuals, before taking over possession of the said Flat.

**ARTICLE XVII– ARBITRATION**

- 17.1 All disputes and differences between the parties hereto regarding the construction or interpretation of any of the terms and conditions herein contained and touching these presents or determination of any liability shall be referred to the sole arbitration of \_\_\_\_\_, and the same shall be deemed to be a reference within the meaning of the Arbitration and Conciliation Act, 1996.
- 17.2 The Arbitrator shall have summary power.
- 17.3 The Arbitrator shall have power to give interim award and/or directions.

**ARTICLE XVIII– JURISDICTION**

18. Courts at Kolkata alone shall have jurisdiction to entertain and try all actions, suits and proceedings arising out of these presents.

**THE FIRST SCHEDULE ABOVE REFERRED TO**  
**(THE ENTIRE PREMISES)**

**ALL THAT** the piece and parcel of land measuring about and containing an area of \_\_\_\_ Bigha \_\_\_\_ cottahs \_\_ chittacks (be the same a little more or less) together with all structures and/or buildings and/or construction thereon situate lying at and being Premises No. \_\_\_\_\_, butted and bounded in the following manner:

ON THE NORTH:

ON THE SOUTH:

ON THE EAST:

ON THE WEST:

**THE SECOND SCHEDULE ABOVE REFERRED TO**  
**(The said Flat and the properties appurtenant thereto)**

**ALL THAT** Flat No. \_\_\_\_measuring \_\_\_\_\_ sq.ft. of super built-up area situated in \_\_\_\_\_ floor of the building together with \_\_\_\_\_ covered / open car parking space in the ground floor at the said premises TOGETHER WITH the proportionate share in the land attributable thereto

**THE THIRD SCHEDULE ABOVE REFERRED TO**  
**(Payment Schedule)**

- \* 15% simultaneously with the execution of this agreement
- \* 10% on completion of foundation work.
- \* 10% on completion of the first floor roof casting.
- \* 10% on completion of the second floor roof casting.
- \* 10% on completion of the third floor roof casting.
- \* 10% on completion of the fourth floor roof casting.
- \* 10% on completion of the brick work of the Flat.
- \* 10% on completion of internal plaster.
- \* 10% on completion of flooring.
- \* 5% on possession.

**THE FOURTH SCHEDULE ABOVE REFERRED TO**

Particulars of deposits, free of interest, to be kept with the Vendor before taking delivery of possession of the said Flat and the properties appurtenant thereto.

1. Rs. 10/- per sq.ft. towards the Purchasers proportionate share of expenses and outgoings as deposit which shall be deposited in the name of the Purchasers on the formation of the Holding Organization.
2. Rs. 2,500/- towards share money application / entrance fee and the Purchasers share of expenses in connection with the formation of the Holding Organization.

3. Proportionate cost calculated on the basis of bills produced by the Vendor before the Purchasers towards electric deposit on per sq.ft. basis. Payment of the deposit money to CESC Ltd. or any other amount which may be determined by the Vendor (to be calculated) after ascertaining the actual sums to be deposited and the Purchasers hereby agrees to make an additional payment on account of electric transformer, electric sub-station, H.T. line and all other expenses incurred for getting CESC / WBSEB connection.
4. Rs. 7/- per sq.ft. on account of legal documentation fees shall be paid by the Purchasers for making the necessary documents such as agreements and conveyance.
5. Actual amount to be determined / calculated at the rate prevailing on the date of execution on account of stamp fee, registration and other legal expenses before taking possession of the said Flat.
6. Rs. 1/- per sq.ft. per month towards the proportionate share of expenses for maintenance of the building for one year and on actuals and the balance if any shall be refunded to the Purchasers at the time of handing over the maintenance of the building by the Vendor to the Association or if extra amount has been incurred, the same will be charged proportionately.
7. Rs. 1/- per sq.ft. per month towards KMC tax, ad-hoc deposit for one year, Purchasers share for municipal tax payable to KMC at the rate of Rs. 1/- per sq.ft. per month.
8. The aforesaid amounts of deposit will remain with the Vendor until the registration of the Deed of Conveyance for the said Flat and the formation of the Holding Organization.
9. Security and for meter / sub-meter, extra at actuals.
10. For sinking fund and other contributions at the rate of Rs. 10/- per sq.ft. of super built-up area.

**THE FIFTH SCHEDULE ABOVE REFERRED TO**  
**(Specifications)**

- |                           |   |
|---------------------------|---|
| 1. FLOORING:              | Marble tiles in the entire Flat and Kota stone in the stairs and other common service areas.  |
| 2. LOBBY (main entrance): | Aesthetically designed lobby with (main entrance) Italian marble / granite lift facade, false ceiling, proper lighting and webbled glass doors.         |
| 3. ELECTRICAL:            | Concealed copper wiring with best quality & modular switches.   |
| 4. BATHROOMS:             | Flooring - Ceramic tiles of best quality upto 6.5 ft. height, Essco / Jaguar C.P. sanitation fittings and Basin, W.C. in white colour of standard make. |

- |  |   |
|--|---|
| 5. KITCHEN:  | Flooring Marble, Working platform - Black granite top with Ceramic tiles in the working area upto 2.0 ft. with Stainless Steel sink together with exhaust fan connection. |
| 6. DOORS:  | High quality flush doors with imported locks on all doors inside the Flat, main door made out of wooden panel with best quality night latches and eye view.               |
| 7. WINDOWS:  | Window with good quality wood.  |
| 8. GRILL   | M.S. grill in all windows.  |
| 9. TELEPHONE                                       | Two points in each Flat.  |
| 10. A.C. POINT                                     | Provision in all bedrooms.  |
| 11. INTERCOM                                       | In each Flat with connection from the lobby and from Flat to Flat.  |
| 12. CABLE T.V.                                     | Cable T.V. connection in each Flat.   |
| 13. C.C.T.V.:                                      | Central security system for the entire premises (to be connected to the cable line in each Flat).   |
| 14. LIFT:  | OTIS lift with emergency lights arrangement.  |
| 15. GENERATOR:                                     | For lift and common services.   |
| 16. EXTERIORS:                                     | Best architectural facade.  |
| 17. AIR-CONDITIONED<br>COMMUNITY HALL<br>WITH GYM: | With modern instruments.  |
| 18. ROOF GARDEN:                                   | Fully developed roof garden.  |
| 19. LAWN / PLAY GROUND:                            | Huge lawn cum children's play ground facing the community hall with beautiful landscaping.  |
| 20. ADDITIONAL FACILITIES:<br>(AT EXTRA COST)      | a) Generator connection inside the Flat<br>b) Water filtration plan.  |

**THE SIXTH SCHEDULE ABOVE REFERRED TO**  
**(COMMON PARTS & PORTIONS)**

1. The foundations, columns, beams, supports, corridors, lobby, stairs, stairways, landings and entrances.
2. Drains and sewers from the premises to the municipal duct.
3. Water sewers and drainage, evacuation pipes from the Flat to the drains and sewers common to the premises.

5. Toilets and bathrooms in the ground floor of the premises for use of the durwans of the premises and/or servants.
6. The durwan's quarters with electrical wiring.
7. Boundary walls of the premises including outside walls of the said building and main gates.

**THE SEVENTH SCHEDULE ABOVE REFERRED TO**  
**(COMMON EXPENSES)**

1. All proportionate costs of maintenance, operations, repairs, replacement, services and white washing, painting, rebuilding, reconstructing, decorating, redecorating of all common areas / parts, its fixtures, fittings, electrical wiring and equipment in, under or upon the building enjoyed or used in common by the occupiers of the building.
2. The salaries and other expenses incurred for and payable to any person employed for common purposes, including security, electrician, maintenance, plumber, administration of the building, accountant, clerks, gardeners, sweepers, liftmen etc.
3. Insurance premium for insuring the building and every part thereof against earthquake, damages, fire, lightening, mob violence, civil commotion, etc. if insured.
4. Expenses for supplies of common utilities, electricity, water charges etc. payable to any concerned authority and/or organization and payment of all other incidental thereto.
5. Sinking fund and other contributions.
6. Municipal and other rates and taxes and levies and all other outgoings, save those which would be separately assessed and/or incurred in respect of any unit or portion of land.
7. Costs and establishment and operational charges of the Vendor of the Association of the Co-operative Society or Private Limited Company relating to common expenses.
8. All such other expenses and outgoings as are deemed by the Vendor and/or the Association or Co-operative Society or Private Limited Company to be necessary for or incidental thereto.
9. Electricity expenses for lighting all the common parts and outer walls of the building, parking spaces and for operation of all the common areas.
10. Operational cost of the central antenna, intercom, EPABX, close circuit TV, Chauffeur-calling system etc.
11. Operational cost, maintenance and/or replacement of the lift.
12. Capital expenses, costs for charges or replacement of any equipment.

**IN WITNESS WHEREOF** the parties hereof have put their hands, seal and signatures on the day, month and year first above written.

Signed, Sealed and Delivered  
by the **VENDOR** at Kolkata  
in the presence of :

**WITNESS:**

Signed, Sealed and Delivered  
by the **CONFIRMING PARTIES** at  
Kolkata in the presence of:

**WITNESS :**

Signed, Sealed and Delivered  
by the **PURCHASERS** at Kolkata  
in the presence of :

**WITNESS:**