

# Sale Agreement Document

Version 1.2

May 29, 2015

## Disclaimer:

This document is a sample blank draft of a Sale & Purchase Agreement. Information provided in the draft are non binding and may vary in the final document embossed on stamp paper and signed by all parties concerned.

The provision of these sample documents (and the documents themselves) do not constitute a legal agreement of any kind, or any obligation of any kind on Elita Garden Vista Project Pvt. Ltd. (EGV) or the viewer of the documents. No transaction, service obligation, or other relationship is created between EGV and any person accessing or otherwise using any of the sample documents.

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**THIS AGREEMENT** made this \_\_\_\_\_ day of \_\_\_\_\_ Two Thousand and Fifteen  
made

**BETWEEN**

**ELITA GARDEN VISTA PROJECT PRIVATE LIMITED (PAN: AAECM6775H)**, a Company incorporated under the Companies Act, 1956, having its registered office at 3/1 Dr. U. N. Brahmachari Street, Kolkata 700017, herein after called as the "**VENDOR**" (which expression shall mean and include its successors or assigns) of the **ONE PART**;

**AND**

<code>\${applicant_label}</code>	<code>\${applicant_value}</code>
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hereinafter called as the "**PURCHASER**" (which expression shall mean and include its legal heirs, legal representatives, executors, administrator, successor and assign) of the **OTHER PART**.

(The Vendor and the Purchaser are collectively referred to as the '**parties**'.)

EXAMPLE COPY

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

**A.** By an Indenture of Sale dated the 22<sup>nd</sup> of February, 2007 made between West Bengal Housing Infrastructure Development Corporation Limited (WBHIDCL) and Magus Bengal Developers Pvt. Ltd. (subsequently known as Keppel Magus Development Private Limited and now known as Elita Garden Vista Project Private Limited) and registered in the office of Additional District Sub-Registrar Bidhannagar (Salt Lake City) in Book No. I Volume No. 59, Pages No. 117 to 126, Being No. 00945 for the year 2007. WBHIDCL sold and transferred to Magus Bengal Developers Pvt. Ltd. the piece and parcel of land measuring about 48,573.66 Sq. Metre more or less being Premises No. (Erstwhile plot No. 111E-4/1 in Block No.) in Street No. 48 M. WIDE ROAD situated in New Town, P.S. Rajarhat District: North 24 Parganas at or for the consideration therein mentioned and on the terms and conditions therein mentioned and thus, the Vendor herein became the sole and absolute owner of all that piece and parcel of land measuring about 48,573.66 Sq. Metre more or less being Premises No. (Erstwhile plot No. 111E-4/1 in Block No.) in Street No. 48 M. WIDE ROAD situated in New Town, Kolkata.

**B.** By an Indenture of Sale dated the 20<sup>th</sup> of March, 2007 made between West Bengal Housing Infrastructure Development Corporation Limited (WBHIDCL) and Magus Bengal Developers Pvt. Ltd. (subsequently known as Keppel Magus Development Private Limited and now known as Elita Garden Vista Project Private Limited) and registered in the office of Additional District Sub-Registrar. Bidhannagar (Salt Lake City) In Book No. 1, Volume No. 94, Pages No. 70 to 80, Being No. 1518 for the year 2007. WBHIDCL sold and transferred to Magus Bengal Developers Private Ltd. the piece and parcel of land measuring about 51,409.34 Sq. Metre more or less being Premises No. (Erstwhile plot No. 111E-4 in Block No.) in Street No. 48 M. WIDE ROAD situated in New Town, P.S. Rajarhat, District North 24 Parganas at or for the consideration therein mentioned and on the terms and conditions therein mentioned and thus, the Vendor herein became the sole and absolute owner of all that piece and parcel of land measuring about 51,409.34 Sq. Metre more or less being Premises No. (Erstwhile plot No.111E/4 in Block No.) in Street No. 48 M. WIDE ROAD situated in New Town, Kolkata.

**C.** The Vendor is in possession of and entitled to the land measuring 48,573.66 Sq. Metre more or less and land measuring about 51,409.34 Sq. Metres more or less both aggregating to 99,983 Sq. Metre at Premises No.

(Erstwhile plot No. 111E-4/1 and 111E-4 .in Block No.) in Street No. 48 M. WIDE ROAD situated in New Town, Kolkata (hereinafter called "**the Total Land**") more fully described in the **Schedule A** hereunder written.

D. The Vendor has decided to develop the Total Land into a residential complex to be known as ELITA GARDEN VISTA consisting of two phases Phase- I and Phase- II. Phase- I consisting of 8 blocks namely 1, 2, 3, 4, 5, 14, 15 & 16 comprises of 688 apartments, covered and open car parking spaces. Phase - II consisting of 8 blocks namely 6,7,8,9,10,11,12 & 13 comprises of several apartments and several open and covered car parking spaces shown in Schedule AA. Both the phases have common compound, entrances, lobbies, staircases, lifts and passages and other common areas (hereinafter referred to as the "said Project") and a Commercial Building/s which includes shops, offices, service apartments, space for serviced business, business Banquet halls and other commercial establishment (hereinafter referred to as "Commercial Building").

E. Out of the Total Land, 93,983.856 sq. metre of land more fully described in Part I of Schedule A and demarcated in red on the plan attached hereto and marked as Annexure I, will be used for the said Project (hereinafter referred to as the "**said Land**") and the balance land measuring 5,999.144 sq. metre more or less, more fully described in Part II of **Schedule A** and demarcated on the plan attached hereto and marked as Annexure I, shall be developed by the Vendor for Commercial Purposes such as shops, offices, outlets service business, commercial establishments, serviced apartments, banquette halls etc. as may be decided by the Vendor in its sole discretion ( hereinafter referred to as the "**Commercial Building Land**").

F. The Vendor applied for approval of plan and necessary sanctions to construct the said residential complex on the said land and the West Bengal Housing Infrastructure Development Corporation Limited has sanctioned the building plans vide letter ref. 233D/HIDCO/ED (EM)/53BP dated 10<sup>th</sup> September 2007. The vendor has incorporated certain changes in said plans and got it re-sanctioned from New Town Kolkata Development Authority vide their Letter reference no. RIIIE4000120150813 dated 20<sup>th</sup> August, 2015. The vendor may further make certain changes in the plan as may be deemed fit in future.

G. The Purchaser, being interested to own an apartment has inspected, scrutinized and is satisfied with the Vendor's title to the said Land, the

sanctioned Plans and other documents relating to the residential complex and has approached the Vendor for allotment of an Apartment with undivided share in the land described in the Part I of the Schedule A together with the right of use of the common facilities, driveways, amenities in the residential part of the project shown in Schedule AA and together with the right to park, if any acquired (hereinafter collectively referred to as the "Unit") more fully described in Schedule B.

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

1. That in pursuance of the foregoing and in consideration of the benefits and mutual obligations respectively accruing to and undertaken by the parties hereto, the Vendor hereby agrees to sell and the Purchaser hereby agrees to purchase an Unit described in the Schedule B subject to the terms, conditions and covenants herein contained.
2. The Vendor shall construct the residential complex over the said Land as per the plan sanctioned, and as may be revised from time to time by New Town Kolkata Development Authority (NKDA).
3. The specifications of the construction of the said Apartment including the fixtures and fittings therein and the amenities to be provided by the Vendor are described in **Schedule C** hereunder written.
4. In case there is up to 3% increase/decrease in the measurement of the super built up area of the said Apartment, the Purchaser shall consent to such increase/decrease and shall not raise any objection with regard thereto. However, in case of increase/decrease in the measurement of the super built up area of the said Apartment beyond 3%, the Purchaser shall be liable to pay such amount or seek refund proportionate to actual measurement of the said Apartment in excess of the said 3%.
5. The total sale price for the Said Unit is more fully mentioned in **Part - I** of **Schedule E**. The Vendor, by separate receipts, has acknowledged the payment already made by the Purchaser to the Vendor as part of the Sale Price. The Purchaser shall pay the instalments for the balance Sale Price as per Payment Schedule detailed in **Part - II** of **Schedule**

**E.** The Purchaser agrees that the time for payment of the balance sale price is the essence of the contract.

6. All payments under this Agreement including payments of the balance sale price shall be made by cheque or demand draft payable at Kolkata or vide any mode of online payment. In case of cheque or demand draft payable outside Kolkata, bank collection charges will be debited to the Purchaser's account and credit for the payment made will be given on actual credit of the amount from the bank. For online payment Purchaser shall provide payment advise to the Vendor. The collection charges will also become payable by the Purchaser. In this regard the date of credit of the amount into the account of the Vendor will be considered as the date of payment by the Purchaser and interest will become payable from the due date. Credit for TDS Certificate will be given for the financial year in which TDS is deductible and deposited subject to furnishing of TDS Certificate in prescribed form within 60 days from the end of respective financial year.
7. Any default by the Purchaser in payment of the Sale Price or any instalment thereof on the due dates for whatsoever reasons, shall be construed as a breach of contract by the Purchaser and without prejudice to any other rights, the Vendor at its sole discretion/option may:-
  - a) Continue with this Agreement and claim the amounts in default/arrears with interest at the rate of 15% per annum from the date of default to the date of payment; or
  - b) In the event of the breach continuing for more than 1 month, for whatsoever reasons, the Vendor, at its discretion, will be entitled to terminate this Agreement and forfeit as genuine pre-estimated liquidated damages, 15% of the entire sale price under this Agreement. The Vendor shall upon termination be entitled to deal, in any manner, with the said Property including selling the same to any third party on any terms and conditions it may deem fit, without any further reference to the Purchaser. The balance money due to the Purchaser, if any, after forfeiting 15% as above said, shall be paid free of interest by the Vendor to the Purchaser within 30 working days of the Purchaser applying to the Vendor for

such refund. The termination shall however take effect notwithstanding the Purchaser not seeking such refund or delay in making such refund by vendor.

8. Apart from the Sale Price payable in the manner set out in the Schedule E, the Purchaser shall also be liable to pay: -

- a) The stamp duty, registration fees, legal and any other incidental charges and fees payable in relation to this Agreement if required by the purchaser to register it and the Deed of Conveyance in respect of the said Unit, as may be prevailing at the time of registration.
- b) Advance maintenance charges for the initial period of 24 months, at a rate prevailing at the time of handing over of possession, per sq.ft., per month, over the super built up area, and a further interest free sum of Rs. 21/- per sq ft, over the super built up area, is payable on account of Maintenance Corpus Fund (which will not carry any interest), shall be paid to the Association at the time of taking possession of the said Unit or within 15 days of the Vendor informing the Purchaser that the said Unit is complete, whichever is earlier. The advance maintenance charges shall be used towards recurring common maintenance charges including service tax or any other taxes payable by the Association in this regard, wherever applicable. In case, there is an increment in the cost of common area maintenance, the Association shall intimate the proportionate increase in the advance maintenance charges as well as the contribution to corpus fund to the Purchaser and the same shall be paid by the Purchaser within the time period intimated by the Association. The Purchaser hereby agrees that the Association may maintain itself or hand over the maintenance of the residential complex to any maintenance agency at its sole discretion and the Purchaser is required to pay the advance maintenance charges and the per month maintenance charges including any increment thereon to the Association/the maintenance agency, at the direction of the Association. Any delayed payment of advance maintenance charges/the per month maintenance charges/any increment thereon will attract interest payable at the



rate of 24 % per annum by the Purchaser from the due date till the date of payment. It is further clarified that In case Purchaser defaults in making payment or withholding the maintenance charges on any ground whatsoever in such event Association/Maintenance Agency as the case may be will be at liberty to recover and/or appropriate such deficit / outstanding amount out of the Maintenance Corpus Fund which the Purchaser hereby consents. The Association/ Maintenance Agency as the case may be shall issue notice to the defaulting Purchaser for replenishment of the same and will also be reflected in the books of accounts, whereby the Association/Maintenance Agency as the case may be will have the right and authority to recover the same in order to replenish the Maintenance Corpus Fund of the Purchaser who hereby consents to the same.

- c) The deposits or levies demanded or required to be paid to New Town Kolkata Development Authority (NKDA) or any other competent authorities providing water, electricity (presently Electricity being provided through Bulk Metering basis) and sewerage disposal systems and other services, Pollution Control Authority/ Board, Fire Force Department, Village Panchayat or other Governmental/ statutory authority and the sales tax on works contract, service tax, GST, value added tax or other taxes/ levies payable to central/ state government or others from time to time;
  - d) Any other tax, duty, fee or levy such as GST in relation to transfer of the said Property, which may be imposed by the Government or Local Authority from time to time, shall be borne by the Purchaser.
9. The Purchaser agrees not to delay or withhold or postpone the payments due under Schedule E on whatsoever grounds. In the event of the Purchaser delaying, withholding or defaulting on the payments, in addition to the interest as above said on the outstanding payments, any consequential sufferance or damages suffered by the Vendor shall be at the risk of the Purchaser and the Purchaser shall be liable to pay the same on demand to the Vendor.

10. It is agreed between the parties hereto that, the Vendor shall complete the construction of the said Unit on or before the date as mentioned in the Annexure II with a grace period of 6 (six) months and obtain appropriate certificate from the Architect. After completion of the construction of the said Unit, the Vendor shall send notice of the same in writing to the Purchaser informing the Purchaser that the said Unit is ready for possession (hereinafter called "**the Notice of Possession**"). The handing over of possession of the said Unit is subject to payment of the entire sale price and all dues as mentioned herein including the stamp duty, registration fees by the Purchaser. All obligation of the Vendor relating to handing over of possession shall be deemed to be satisfied upon issue of such Notice of Possession. However, the Vendor shall make best endeavor to obtain the Occupancy / Completion Certificate from the appropriate authority within a reasonable time. That the completion period as stated above, shall automatically stand extended by the time period, which may be required for obtaining any new approval or clearance, if subsequently, imposed by any statutory authority / authorities during the construction period.
  
11. The Vendor shall not be responsible in case the Notice of Possession is not issued on or before date as mentioned in the Annexure II with a grace period of 6 (six) months because of any of the following reasons.
  - a) The Purchaser having committed any default or breach of this Agreement including amount payable hereunder.
  - b) Any extra work/ additions/ alterations required to be carried out in the said Unit as per the requirement and at the cost of the Purchaser.
  - c) Long term disruption of construction work due to non-availability of steel, cement or any other building materials, water or electric supply, etc.

- d) Long term disruption of construction work due to any strikes including transport/labour strikes, Local political impediments and other reasons, which are beyond the control of the Vendor.
- e) War, civil commotion or any other act of God/force majeure event.
- f) Any notice, order, rules, restriction, controls or notification of the Government and/ or any competent authority.
- g) Any other Force Majeure event.

That the completion period as stated above, shall automatically stand extended by the time period, which may be required for obtaining any new approval or clearance, if subsequently, imposed by any statutory authority / authorities during the construction period.

- 12. In the event the Vendor does not issue the Notice of Possession in respect of the said Unit on or before date as mentioned in the Annexure II with a grace period of 6 (six) months for any reason other than those set out above, the Purchaser shall have the option to terminate the Agreement upon refund of all moneys paid till then without interest or may continue with the Agreement holding the Vendor liable to pay to the Purchaser a sum of Rs. 5/- per sq ft on super built up area of the said Unit per month from the said date till the date of issue of Notice of Possession.
- 13. It is agreed that the Notice of Possession of the said Unit as specified in this Agreement can be issued when the said Unit is ready. The Recreation Facilities more fully described in the **Schedule D** hereunder written and the Club House shall be ready for use as and when completed by the Vendor and can be completed after the issue of the Notice of Possession of the said Unit.
- 14. The Purchaser will have no objection for the Vendor to carry out work on the clubhouse facility, common areas and other unfinished apartments after completion/taking over possession of the said Unit.

15. The Purchaser shall not seek partition or division or separate possession in respect of the said Unit under any circumstances. It is agreed and confirmed by the Purchaser that the said Land will be held by all the apartments' owners as co-owners, each having an undivided share therein as per the terms and conditions of their respective Deed Of Conveyance and all common areas such as passages, lobbies, staircase, lift, water pipe, sewer lines, etc. shall be used in common by the apartments' owners. None of the apartment owners shall make any obstruction or store or keep any article in common areas.
16. The Purchaser shall not be entitled to nominate its rights under this Agreement to any person prior to 12 months from the date hereof. After the said period, the Purchaser may nominate its rights under this Agreement in favour of any third party but with the prior written consent of the Vendor and subject to payment to the Vendor of a Nomination Fee of Rs. 100/- per sq. ft over super built up area of the Apartment.
17. The Purchaser shall have the right to use the Club House Facility subject to payment of appropriate fees to the Association /Maintenance Agency. The right to use the club house facility will always lie with the owner of the Unit, i.e., the club use right will get automatically transferred with the transfer of ownership of the Unit. In the event, the Unit is occupied by a party other than the owner of the Unit, such occupier shall be entitled to use the club house facility and other common facilities and not the owner of the Unit.
18. The Purchaser shall, within 30 days from the date of the issue of Notice of Possession of the said Unit, whether possession of the same is taken or not by the Purchaser, pay the proportionate share of all outgoings and maintenance and other charges and also shall meet expenses such as insurance, municipal/ property taxes and cesses, electrical as per the reading of the sub-meter/meter provided for the Unit and as may be billed by the Association/Maintenance Agency/supplying authority, water bills, etc., and all other charges/ expenses towards the respective Unit and common areas of the residential complex including club house.

19. In the event of any default on the part of the Purchaser to pay the above towards the common areas of the residential complex including club house, the Purchaser shall be liable to pay interest at the rate of 24% per annum on the amounts lying in arrears and if such default continues for a period of three months then and in that event the Purchaser shall not be entitled to avail of any of the facilities and/or utilities mentioned hereafter and the Vendor and/or Association/Maintenance Agency as the case may be shall be entitled to and the Purchaser hereby consents:

- a) To discontinue the supply of electricity to the Party of the Purchasers Flat
- b) To discontinue the supply of water
- c) To withdraws the lift facilities to the Purchaser and/or to the members of his family including the Purchasers' visitors, servants and agents
- d) To discontinue the facility of DG Power back-up
- e) To discontinue the facilities of resident's club to party of the second part and its family members.
- f) To discontinue the services of various maintenance and security staff in the complex

And such facilities shall not be restored until the Purchaser makes payment of all the amounts lying in arrears together with interest accrued at the aforesaid rate including all costs charges and expenses incurred till then by the Vendor for realization of the amounts lying in arrears.

20. The Purchaser shall observe and abide by the bye-laws for the residential complex, rules and regulations, bye laws prescribed by the Government/ Statutory Authority in regard to ownership and/ or enjoyment of the said Property.

21. The Purchaser shall be entitled to the rights enumerated in the **Schedule F** hereto and shall have the obligations enumerated in the **Schedule G** hereto in regard to the said Property.
22. The Vendor shall rectify all reasonable construction related defects in the said Unit, if any, brought to the notice of the Vendor, at its own cost and effort, within one calendar year from the date of Notice of Possession. The Vendor at no circumstances shall be responsible to rectify any defect in any modification or up gradation of any specification done by the purchaser or its agents but shall be restricted to the rectification of job done by the vendor only. If for some reason the Purchaser expresses dissatisfaction in this regard, the same will be referred to the Project Architect whose decision, with regard to satisfactory rectification of the same shall be final and binding on the parties. If the Purchaser raises further issue in respect of such rectification carried out by the Vendor, in such case the Purchaser, at most, be entitled to claim reimbursement of cost, as determined by the said architect, for such further rectification work. The Purchaser, upon expiry of the above said twelve (12) months of defects liability period, shall have no claim against the Vendor in respect of any defect in the said Unit under any circumstances. It is clarified that the above said responsibility of the Vendor, shall not cover defects, damage, or malfunction resulting from (a) misuse (b) unauthorised modifications or repairs done by the Purchaser or his/her/their its nominee/agent, (c) cases of force majeure (d) failure to maintain the amenities/equipment (e) accident and (f) negligent use.
23. The Purchaser shall not do or suffer to be done anything in or to the said Unit, which may adversely affect the said Unit or the residential complex of which the said Unit is a part.
24. If any development and/ or betterment charges or other levies are charged or sought to be recovered by NKDA or other statutory authority in respect of the Said Property, the same shall be borne and paid by the Purchaser in proportion to its undivided share in the said Land.
25. The Purchaser agrees that the Vendor will be entitled to carve out certain portions of the residential complex and allot them as private

rights/space to specific apartments for the exclusive use of purchasers/occupiers of such apartments. The Purchaser shall at no time, even after the completion of the residential complex and formation of Association of Owners, claim any rights thereto or deprive the purchasers of such apartments of the private rights/ space. It is understood that such allotments are made to provide privacy to or for better utilisation of the respective apartments.

26. It is specifically agreed between the parties hereto that, prior to conveyance of the said Property by the Vendor to the Purchaser, the Purchaser shall not encumber the said Property in any manner except for raising the housing loan from any reputed financial institute or bank, etc. for payment of the Sale Price under this agreement. The Purchaser understands and acknowledge that the said premises has been mortgaged by the Vendor for securing the loan availed for the purpose of construction of the said property and the Purchaser takes notice that Vendor is require to obtain a No Objection Certificate from Axis Bank Limited for allowing Purchaser to create any encumbrances on the said premises. The Purchaser further agrees and undertakes that he/she/they shall not create any encumbrances over the said premises till such time an NOC in writing is received by the Vendor from Axis Bank Limited.
27. The Purchaser shall have no rights over the garden area attached to the ground floor apartments (except as provided herein) or to the terrace area or any part thereof and the Vendor shall be entitled to sell such terrace area to any other purchasers or utilise the same for additional construction, if any additional FAR is available.
28. The Vendor shall construct Commercial Building as may be deemed fit by the vendor in the Commercial Building Land. Purchaser shall have no right, title or interest whatsoever in respect of the Commercial Building or the Commercial Building Land.
29. No change, variation or modification of any of the terms and conditions set forth herein shall be valid unless incorporated as an amendment to this Agreement and signed by both the Parties.

30. All letters, demands for the instalment payments, receipts or notices issued by the Vendor shall be intimated to the purchasers by e-mail to the e-mail address provided by the Purchaser and shall be sufficient proof of service thereof on the Purchaser and shall effectively discharge the Vendor from the obligations to issue any further notice. However, the same may be dispatched under registered post or under certificate posting or by courier to the address of the Purchaser mentioned in the second page of this Agreement, if purchaser request for any particular intimation. In case of any change in the address or email id of the Purchaser for the purpose of correspondence, the Purchaser must inform the Vendor of the same in writing.
31. It is agreed between the parties that the Deed of Conveyance, as approved by the Vendor, shall be executed and registered with regard to the said Property upon its completion and the receipt of all payments due to the Vendor from the Purchaser.
32. The Vendor covenants with the Purchaser as follows:
- a) That the Vendor is the absolute owner of the said Land and that its title thereto is good, marketable and subsisting and has the power to convey the same;
  - b) That the Vendor agrees to do and execute or cause to be executed all acts, deeds and things, as may be required by the Purchaser, for more fully and perfectly assuring the title of the Purchaser to the Said Property;
  - c) That the Vendor will pay all taxes, rates and ceases in respect of the said Unit up to the date of the issue of Notice of Possession relating to the said Unit;
  - d) That the Vendor shall deliver a set of photo copies of the documents of title with regards to the said Land to the Purchaser as and when demanded by the Purchaser. The Vendor shall deliver the original documents to the Association of Owners upon completion of construction of the Complex in its entirety.



- e) At or before the handing over possession of the said Unit, the Vendor shall ensure that the said Unit is free from all encumbrances, save and except, those created or agreed to be created by the Purchaser for financing payment of instalments to the Vendor. Until then, the Vendor will be entitled to continue or create any encumbrances on the said Land or any part thereof for obtaining finance for development and/or construction on the said Land and the Purchaser shall consent to the same and shall not raise any objection with regard thereto.

33. The Purchaser covenants with the Vendor as follows:

- a) That the Purchaser shall not be entitled to claim conveyance of the said Property until the Purchaser fulfils and performs all his/ her/ their obligations and completes all payments under this Agreement.
- b) That the Purchaser may registrar the Sale Agreement with 15 days prior notice to the Vendor and the Vendor will allow the same subject to payment of required stamp duty, registration charges, legal expenses and miscellaneous expenses by the Purchaser for registration of the Sale Agreement.
- c) That the Purchaser will bear the cost of stamp duty and registration charges, legal expenses and miscellaneous expenses for registration for conveying the said Property in his/ her/ their favour at the time of registration;
- d) That the Purchaser is required to execute and register the Deed of Conveyance for conveying the Said Unit in its/his/her favour within 30 days from the date of issue of Notice of Possession relating to the said Unit.

34. In case the Purchaser fails to execute and register the Deed of Conveyance within 30 days from the date of the issue of the Notice of Possession, the Vendor shall have the right to charge a sum of Rs. 5/- per sq.ft per month together with applicable service tax and cess from

the Purchaser. The Purchaser must pay such charges prior to taking possession of the said Unit.

35. In the event of termination of this Agreement for any reasons whatsoever, the Vendor shall forfeit as liquidated damages, 15% of the entire sale price under this Agreement. The Vendor shall thereupon be entitled to deal, in any manner, with the said Property including selling the same to any third party on any terms and conditions it may deem fit, without any further reference to the Purchaser. The balance money due to the Purchaser, if any, after forfeiting 15% as above said, shall be paid by the Vendor to the Purchaser within 15 days of the Purchaser applying to the Vendor for such refund. The termination shall however take effect notwithstanding the Purchaser not seeking such refund or delay in making such refund.
36. The name of the residential complex on the said property will be ELITA GARDEN VISTA and the same shall not be changed/ altered/ modified in any circumstances.
37. The parties hereto agree that in the event of there being any delay in or indulgence shown by either of the parties with regard to the enforcement of any of the terms of this Agreement, the same shall not be construed as a waiver on the part of the party showing such indulgence or tolerance and the parties shall be entitled to enforce such right without prejudice to such indulgence or tolerance shown.
38. The parties agree that in case of any dispute arising in respect of this Agreement, the matter shall only be referred to arbitration of a sole Arbitrator to be appointed by the Vendor. The arbitration shall be conducted in terms of the provisions of the Arbitration and Conciliation Act, 1996, as may be amended from time to time. The decision of the Arbitrator so appointed shall be binding on the parties. The arbitration proceedings shall be carried out in the English language. The arbitration proceedings shall be held at Kolkata and the Courts in Kolkata shall alone have jurisdiction in this regard.
39. In the event that any provision of this Agreement is declared by any judicial or other competent authority to be void, voidable, illegal or

otherwise unenforceable or indication of the same is received by either of the parties of any relevant competent authority, the parties shall amend the provision in such reasonable manner as achieves the intention of the parties without illegality or at the discretion of the parties, it may be severed from this Agreement and the remaining provisions of this Agreement shall remain in full force.

40. The parties acknowledge that this Agreement contain the whole agreement between the parties and the parties have not relied upon any oral or written representation made. This Agreement will override the provisions of Allotment Letter and any other prior agreement between the parties.
41. The Purchaser acknowledges that taking into account various factors, the terms and conditions of this agreement are fair and reasonable and there was no coercion on the part of the Vendor compelling the Purchaser to enter into this agreement and has agreed not to raise any objection whatsoever or howsoever.
42. In this Agreement, the reference to any party in singular shall include plural as the case may be and vice versa.
43. This Agreement is prepared in two sets. Both the parties shall retain a set each.

**S C H E D U L E - A**

**ALL THAT** piece and parcel of land measuring about 99,983 sq metre/cottahs more or less being Premises No. (Erstwhile plot No.111E-4/1 and 111E-4 in Block No.) in Street No.48 M. WIDE ROAD situated in New Town, P.S. Rajarhat, District N 24 Parganas presently in the Panchayat area and butted and bounded as follows:

On the East : Peripheral Canal  
On the West : 15M WIDE GREEN VERGE and 48 M. WIDE ROAD  
thereafter  
On the North : 48 M. WIDE ROAD and Peripheral Canal  
On the South : Plot N. 111E/5 and Park/Play Ground

PART I

**ALL THAT** piece and parcel of land (demarcated in red on the plan attached hereto and marked as Annexure I) measuring about 93,983.856 sq metre more or less consisting of both Phase I and Phase II being Premises No. (Erstwhile plot No.111E-4/1 and 111E-4 in Block No.) in Street No.48 M. WIDE ROAD situated in New Town, P.S. Rajarhat, District N 24 Parganas presently in the Panchayat area.


PART II

**ALL THAT** piece and parcel of land (demarcated on the plan attached hereto and marked as Annexure I) measuring about 5,999.144 sq metre/cottahs more or less being Premises No. (Erstwhile plot No.111E-4/1 and 111E-4 in Block No.) in Street No.48 M. WIDE ROAD situated in New Town, P.S. Rajarhat, District N 24 Parganas presently in the Panchayat.

**SCHEDULE - AA**



**SITE PLAN**

PROJECT :	 N	SCALE -	AGRAWAL & AGRAWAL
ELITA GARDEN VISTA		DATE - 09.08.14	BARODA KOLKATA

## S C H E D U L E - B

An apartment bearing no. \${apartment\_no} on the \${Floor} floor in the \${Tower} block/ wing of Phase II of the residential complex '**ELITA GARDEN VISTA**' to be constructed in the Schedule A Property, having a super built up area of \${SBUA} square feet (\${BUA} sq. Ft. built up area) shown in the floor plan annexed and marked as Annexure III along with an undivided proportionate share of land mentioned in Part I of Schedule A hereinabove together with the right of use of the common facilities, driveways, amenities in the residential part of the project shown in Schedule AA and together with right to park in car parking spaces as mentioned below.

**\${amenities\_name}**                      \${amenities\_option}      Rs. \${amenities\_price}

## S C H E D U L E - C

(Construction Specification of Apartments)

Air-conditioned apartments (bedrooms, living and dining area)

### **Walls**

1. All interior walls                      :                      Plastered/ Gypsum plastered with cement primer
2. Exterior walls paint                      :                      Plastered and painted with acrylic based
3. Lift/ Entrance Lobby plan architects                      :                      Aesthetically designed as per
4. All Bathrooms                      :                      Ceramic /Glazed tiles up to 7 feet height

### **Floors**

1. Living & Dinning Room                      :                      Vitrified Tiles
2. All Bedrooms                      :                      Vitrified Tiles
3. Kitchen                      :                      Ceramic Tiles
4. Bathrooms/Balcony/U room                      :                      Ceramic Tiles
5. Ground & Typical Floors                      :                      Aesthetically designed as per Architects Plan

### **Windows**

1. Powder Coated Aluminium Casement windows

**Doors**

1. Laminated Flush door with Timber frame
2. Fully glazed aluminium sliding door in balcony

**Bathrooms**

1. Master Bathroom: Glass shower curtain as per architects plan
2. CP fittings of Grohe/Hindware/Kohler or equal make.
3. Sanitary fittings of Kohler/Parryware/Hindware or equivalent makes.

**Kitchen**

1. Polished granite counter top
2. Stainless steel sinks with hot and cold-water mixer.

**Electrical:**

1. Concealed conduit with PVC insulated copper wires, modular switches inside apartment
2. Riser line shall be armoured aluminium cable.
3. Power points in the apartment at certain locations
4. Cable TV and Telephone Point will be provided in living and master bedroom
5. Mandatory power back up
6. Lifts
7. Provision for lifts of reputed makes for each block.

**NOTE****Vitrified & Granite**

Vitrified Tiles and Granite are heterogeneous materials containing veins, fissures and with tonal differences. Because of firing, slight variation from the standard colour is unavoidable for Vitrified Tiles. There will be colour and markings caused by their complex mineral composition and incorporated impurities. As such, it is impossible to guarantee homogeneity. Granite slabs are pre-polished before laying and care will be taken for their installation. However granite being a hard material cannot be re-polished after installation. Hence, some imperfections may be seen at the joints. Although the vitrified and granite tiles/slabs are cut and produced by available standards of workmanship and machinery, the surfaces of these materials are not perfectly straight or flat and it is not always possible to avoid the resultant gaps/voids formed beneath the vitrified and granite tiles/slabs after installation. The tonality and pattern of vitrified or granite selected and installed shall be subject to availability.

**Warranties**

Where warranties are given by the manufacturers and/or contractors and/or suppliers of any of the equipment and/or appliances installed by the Vendor at the said Unit, the Vendor shall assign to the Purchaser such warranties at the time when possession of the said Unit is delivered to the Purchaser..

**Air-Conditioning**

At the time of handover, in case of LT metering, the purchaser must apply for the electricity connection from the concerned authority. Commissioning of the Air-conditioners in an apartment at the time of handover is subject to availability of the electricity connection to the said Apartment and physical presence of the purchaser or its representative. The same can be done even after the handover of the apartment to the purchasers but before expiry of the defect liability period. Vendor shall not be responsible for the commissioning of the air conditioner due to non-availability of the electrical connection or the physical presence of the purchaser during the

defect liability period. After defect liability period, under no circumstances, will the vendor have any liability and the purchasers shall make its own arrangement for the commissioning of the air-conditioner and its maintenance.

**Brands and Models**

The brand(s) and model(s) of equipment, sanitary wares, fittings, accessories and other appliances to be supplied by the Vendor may be changed with equivalent brand subject to availability.

**Glass**

Glass is a manufactured material that is not 100% pure. Nickel sulphide impurities may cause spontaneous glass breakage in certain pieces of tempered glass that may be used where applicable. It is difficult to detect nickel sulphide impurities prior to the breakage, which may occur in all tempered glass by all manufacturers. The Purchaser is recommended to take up home insurance covering glass breakage to cover this possible event.

Throughout the execution of all items of work including flooring material, doors, aluminium etc, the relevant norms and standard of existing current Indian Standard Code shall be followed.

**Disclaimer:**

Whilst reasonable care has been taken in preparing the brochure and constructing the model and the sales gallery/show unit (SGSU), the Vendor and its agents shall not be held responsible for any inaccuracies in their contents or between the SGSU and the actual unit.

All statements, literature and depictions in the SGSU are not to be regarded as a statement or representations of the fact.

Visual representation such as layout plans, finishes, illustrations, pictures, photographs and drawings contained in the SGSU are artists' impressions only and not representation of fact. Such representations are for general guidance only and should not be relied upon as accurately describing any specific matter.

All information, specifications, plans and visual representations contained in the promotional materials including News Paper, SGSU etc. are subject to changes from time to time by the Vendor and/or the competent authorities and shall not form part of the offer or contract. The Sale & Purchase Agreement shall form the entire agreement between the Vendor and the Purchaser and shall in no way be modified by any statements, representations or promises (whether or not contained in the SGSU and/or made by the Vendor and its agents) made.

No part of the SGSU shall constitute a representation or warranty. The floor plans are approximate measurements and subject to final survey.



**S C H E D U L E - D**  
(Recreation Facilities)

1. Main Entrance Rotunda
2. Entrance gate with project signage
3. Screen trees
4. Main entrance water feature
5. Entry plaza with sculpture
6. Party plaza
7. Exercise plaza
8. Jogging path
9. Resting corner / Meditation walk with trellis
10. Aroma garden (5 sense garden)
11. BBQ Corner
12. Children play ground
13. Water stream with GFRC rock
14. Sculpture patio
15. Multi purpose plaza
16. Drop-off
17. Club House
18. Pool deck
19. Party lawn
20. Resting pavilion
21. Swimming pool
22. Children's pool with play equipment and shooting gazers
23. Timber deck/ sun deck
24. Senior citizen resting corner
25. Foot reflexology area
26. Tea corner
27. Mini cricket field
28. Tennis court
29. Pedestrian entrance

**S C H E D U L E - E**

**Part I**

The total sale price for the Said Property is Rupees  $\{Total\_Price\}$ /- (Rupees  $\{Total\_Price\_in\_words\}$ ). The Vendor, by separate receipts, has acknowledged the payment already made by the Purchaser to the Vendor as part of the Sale Price. The Purchaser shall pay the instalments for the Sale Price as per Payment Schedule in Part II

**Part II**

Instalments for payment of the sale price:

<b>Event</b>	<b>Instalment</b>	<b>Due Within</b>
At the time of Application/Booking	Rs. 2.0 lac	$\{Installment0\_grace\}$ days
Within 30 days from the Date Of Allotment	10% of the Sale Price less Application /Booking Amount	$\{Installment1\_grace\}$ days
On Agreement or Within 60 days from the Date Of Allotment whichever is earlier	10% of the Sale Price	$\{Installment2\_grace\}$ days
On completion of casting of 25% of the total slabs in the Block	10% of the Sale Price	$\{Installment3\_grace\}$ days
On completion of casting of 50% of the total slabs in the Block	10% of the Sale Price	$\{Installment4\_grace\}$ days
On completion of casting of 75% of the total slabs in the Block	10% of the Sale Price	$\{Installment5\_grace\}$ days
On completion of casting of roof slab in the Block	10% of the Sale Price	$\{Installment6\_grace\}$ days
On completion of 80% of the external plaster & fixing of window frames in the Block	10% of the Sale Price	$\{Installment7\_grace\}$ days
On completion of 80% of the laying of the flooring in the Block	10% of the Sale Price	$\{Installment8\_grace\}$ days
On issuance of Notice of Possession of the Unit	20% of the Sale Price	$\{Installment9\_grace\}$ days

**NB: Interest accrual will start on expiry of due days from date of charge. All payment intimations shall be sent via e-mail to the registered email address.**

**S C H E D U L E - F**

**(Rights of the Purchaser)**

The Purchaser shall have the following rights in respect of the said Land and the said Unit:-

1. The Purchaser and all persons authorised by the Purchaser (in common with all other persons entitled, permitted or authorised to a similar right) shall have the right at all times and for all purposes, to use the staircases, lift, passages and other common areas;
2. The right to subjacent, lateral, vertical and horizontal support for the said Property from the other parts of the block/wing;
3. The right to free and uninterrupted passage of water, electricity, sewerage, etc., from and to the said Unit through the pipes, wires, sewer lines, drain and water courses, cables and pipes which are or may at any time hereafter be in, under or passing through the block/ wing or any part of the said Land ;
4. The right of entry and passage for agents or workmen to other parts of the block/wing (where the said Unit is situated) at all reasonable times after notice for the same has been served for the purpose of repairs or maintenance of the said Unit or for repairing, cleaning, maintaining or renewing the water tanks, sewer, drains and water courses, cables, pipes and wires without causing disturbance as far as possible to the other apartment owners and making good any damage caused.
5. The Purchaser acknowledges that the right of the Purchaser shall remain restricted to the said Unit and that the Purchaser shall have no right over and in respect of the other parts and portions of the said new buildings and/or premises excepting the right to use in common the various common parts and portions forming part of the said housing complex.

**SCHEDULE - G**

**(Obligations of the Purchaser)**

The Purchaser hereby agrees, confirms and undertakes the following obligations towards the Vendor and other apartment owners:-

1. The Purchaser shall not at any time, carry on or suffer to be carried on in the said Unit, any noisy, offensive or dangerous trade or pursuit which may be or become in any way a nuisance, annoyance or danger to the Vendor or the other apartment owners or occupiers of the other apartments or the neighbours or any thing which may tend to depreciate the value of the said Unit or the residential complex;
2. The Purchaser shall use the said Unit only for residential purposes;
3. The Purchaser shall give to the owners of the other apartments, the necessary vertical, horizontal and lateral support for their apartments and reciprocate and recognise the rights of the other apartment owners in the residential complex as are enumerated in the Schedule F above;
4. The Purchaser shall become and remain a member of the Unit Owners Association (herein referred to as the `Association of Owners`), to be formed by and consisting of all the apartment owners in the residential complex as per provisions laid down under the West Bengal Apartment Ownership Act, 1972 and Rules, 1974, for the purpose of attending to the various matters of common interest, including repairs, maintenance, white washing, painting, etc within the residential complex and to maintain the roads, compound walls and all other common areas. For this purpose, the Purchaser will execute the Deed of Declaration as provided under the West Bengal Apartment Ownership Act, 1972 and Rules, 1974. The Purchaser will observe and perform the terms and conditions, bye laws and the rules and regulations laid down by the Vendor when the Association of Owners is not formed and also rules and regulations prescribed by such Association of Owners;
5. The Vendor/Association/Management Agency will regulate the operational management of the complex up to the date of Apartment Owners take over the management and control of the Vendor/Association/Management Agency thereafter Apartment Owners will hold the same.

6. The Vendor/Association/Management Agency, shall also hand over the entire funds such as Maintenance Corpus Fund, and balance maintenance charges etc. already collected from the apartment owners to the Association of Owners controlled and managed by the Apartment Owners and shall also provide audited accounts for the same from the Vendor/Association/Management Agency's auditor as up-to that date. The Vendor/Association/Management Agency, the Association of Owners controlled and managed by the Apartment Owners and the Purchaser shall be bound by the auditor's statement of accounts.. However, during continuation of its management and control Vendor/Association/Management Agency will be at liberty to recover and/or appropriate such deficit/outstanding amount out of the Maintenance Corpus Fund and shall issue a written notice to the defaulting party in this regard and upon failure of the Purchaser to replenish the same, shall do so, and the same will also be reflected in the books of accounts, whereby the Association Of Owners controlled and managed by the Apartment Owners will have the right and authority to recover the same in order to replenish the Maintenance Corpus Fund of the Purchaser who hereby consents to the same. The Association of Owners controlled and managed by the Apartment owners shall hold the Maintenance Corpus Funds as the corpus for maintenance of the said Project.
7. It is hereby made clear that there will be only one association to be formed by the Vendor for the entire Project and in no event the Vendor will be liable to admit or accept and/or acknowledge any other association nor any of the Purchasers shall be entitled to become a member of any other association or subscribe to the membership of any other Association.
8. The Purchaser will use all sewers, drains and water lines now in or upon or hereafter to be erected and installed in the residential complex in common with the other apartment owners and permit free passage of water, sanitary, electrical lines, through and along the same or any of them and to share with the other apartment owners, the cost of repairing and maintaining all such sewers, drains and water lines as also the cost of maintaining and repairing all common amenities such as common roads, staircases, etc., and to use the same as aforesaid and/ or in accordance

with the rules, regulations, bye laws and terms and conditions of the Association of Owners;

9. The Purchaser shall duly and punctually pay the proportionate share of municipal/ property taxes, rates and cess, insurance charges, cost of maintenance and management of the residential complex including any increment thereon, charges for maintenance of services, like water, sanitation, electricity, etc., salaries of the employees of the Association of Owners and other expenses in regard to the residential complex as may be determined by the Managing Committee of the Association of Owners from time to time. The liability for such share shall commence from the date of Notice of Possession, irrespective of whether the Purchaser takes possession thereof or not. Till the time the Association of Owners is formed the Purchaser shall pay such share of taxes/ expenses, etc., to the Vendor, as per their demand.
10. The Purchaser shall allow the Vendor or its representatives, workmen to enter into the common areas of the said Premises including other parts of the Block/Wing until all Apartments of the said Premises have been sold by the Vendor and possession of the common areas has been handed over to the Association of Owners.
11. The Purchaser shall keep the common areas, open spaces, parking areas, passages, lifts, staircases, lobbies, etc., free from obstructions and in a clean and orderly manner and not encroach on any common areas and not throw rubbish / refuse out of the said Unit.
12. The Purchaser shall keep the said Unit walls, drains, pipes and other fittings in good and habitable condition and in particular, so as to support and protect the block/ wing and shall carry out any internal works or repairs as may be required by the Vendor/ Managing Committee of the Association of Owners.
13. The Purchaser shall not make any additions or alterations or cause damage to any portion of the block/ wing or the said Unit and shall not change the outside colour scheme, outside elevation/ façade/ décor of the block/ wing, otherwise than in a manner agreed to by the Vendor/ majority of the Association of Owners.

14. The Purchaser shall not park any vehicles in any part of the said Land, except in the parking area which shall be specifically allocated and earmarked for the Purchaser.
15. The Purchaser shall sign such papers, No Objection Certificates, declaration, etc., as may be required by the Vendor/ Association of Owners at the time of taking over possession of the said Unit or later, as and when required.
16. The Purchaser shall not do any act that may be against any law, rule, regulation, bye law of NKDA / other statutory authorities or any obligation agreed under any contract and the Purchaser shall be solely responsible for all consequences of any offence or breach thereof and the Purchaser shall indemnify other apartment owners who may suffer due to any such acts of omission or commission of the Purchaser.
17. The Purchaser hereby agrees that the undivided proportionate share or interest in the said Land to be recorded under this Agreement may vary in accordance with the super built up area of the residential Apartment and can be ascertained only upon the completion of the residential complex.
18. The Purchaser covenants and agrees that the Vendor will be entitled to sell/ transfer the development right of the said Land to any other person or property or as may be permitted under any provisions of law. The Vendor in either of the aforesaid cases will not be required to pay any amounts to the Purchaser or any one claiming through the Purchaser.
19. The entrance to the said Land and the roads/ drive ways may be provided by the Vendor as a permanent right of way or otherwise to any of the neighbouring properties agreed to be purchased, developed or owned by the Vendor.
20. The Purchaser acknowledges that the Vendor shall be entitled to undertake further and/or additional constructions at the said building and/or premises in accordance with the plan which may be sanctioned by the authorities concerned without any hindrance and/or obstruction by the Purchaser or any person and/or persons claiming through him/her/it and by

the Purchaser hereby agrees not to raise any objection whatsoever or howsoever. In pursuance of the aforesaid the Purchaser has been made aware of that the said additional constructions to connect with the then existent staircases lifts amenities utilities and/or installations in the said housing complex and in connection therewith the Vendor shall be entitled to use the common parts and portions, facilities and amenities in the said building while undertaking such additional constructions and the Purchaser or any person and/or persons claiming through or under him/her/it hereby consents to the same and agrees not to raise any objection whatsoever or howsoever even though the same may cause some inconvenience and suspension of certain services for a temporary period and the Purchaser hereby consents to the same.

21. The Purchaser shall use all path, passages, and staircases for the purpose of ingress and egress and for no other purpose whatsoever, unless permitted by the Vendor or the Association, upon formation, in writing.
22. The Purchaser shall indemnify and keep the Vendor and/or the Association of Owners, upon formation, saved, harmless and indemnified in respect of all losses, damages, claims, demands, costs, proceedings and actions arising due to any non-payment or other default in compliance of the terms and conditions contained in these presents.
23. The Purchaser shall not :
  - a) throw or accumulate or cause to be thrown or accumulated any dust, rubbish or other refuse in the common area save at the provisions made thereof.
  - b) do or permit anything to be done which is likely to cause nuisance or annoyance to the occupants of the other units in the New Building and/or the adjoining building/s.
  - c) place or cause to be placed any article, furniture or object in the common area.
  - d) injure, harm or damage the Common Area or any other Units in the New Building by making any alterations or withdrawing any support or otherwise.



- e) park any vehicle 2/4 wheeler, in the Complex and/or premises, unless the facility to park the same is obtained and/or acquired by the Purchaser.
- f) addition, alteration in the structure of the building, not to put or hang anything outside the window and/or to store any article/material in the common area of the Complex and/or in the premises.
- g) change the location and design of the window and balcony grill as provided by the Vendor and also colour of the balcony/verandah which is part of the outside colour scheme of the building and elevation, duly approved and finalized by the architect of the project.
- h) enclose the terrace balconies / utility areas under any circumstances.
- i) use the said Unit or any part or portion thereof for any political meeting nor for any dangerous noxious or offensive trade or business.
- j) slaughter or permit to be slaughtered any animal and/or bird nor do any act deed or thing which may hurt or injure the sentiments of any of the other owners and/or occupiers of the said Complex.
- k) permit any sale by auction or public meeting or exhibition or display to be held upon the said Unit nor to permit or suffered to be done into or upon the said Unit or any part thereof any act or thing which is illegal or immoral or which shall or may be or become a nuisance, damage, unreasonable annoyance or unreasonable inconvenience to the other owners and/or occupiers.
- l) keep in the said Unit any article or thing which is or might become dangerous, offensive, combustible, inflammable radio active or explosive of which might increase the risk of fire or explosion or in any way injure by percolation, corrosion or otherwise cause damage to the said Unit and/or any other Unit in the said Complex.
- m) discharge into any conducting media any oil or grease or any noxious or deleterious effluent or substance which may cause an obstruction or might be or become a source of danger or which might injure the conducting media or the drainage system of the Complex.
- n) create hindrance/ obstruction in any manner whatsoever to occupiers of the other blocks particularly regarding use of Common Parts and Portions.
- o) damage or demolish or cause to be damaged or demolished the said Unit or any part thereof or the fittings and fixtures affixed thereto.

- p) permit to be done any act or thing which may render void or make voidable any insurance in respect of the said Unit or any part of the said building or cause increased premium to be payable in respect thereof if the building is insured.
- q) overload and/or draw excess electricity so as to cause overloading of the electricity connection.
- r) fix or install any window antenna on the roof or terrace of the said building nor shall fix any antenna.
- s) object to the sale of any unsold stock by the Vendor to any other person and/or persons as the Vendor in their absolute discretion may deem fit and proper .
- t) use the allocated car parking space or permit the same to be used for any other purpose whatsoever other than parking of its own car/cars.
- u) do or permit to be done any act deed or thing whereby the sentiments of other occupants are in any way injured or hurt.
- v) let, or part with possession of the Car/Two-wheeler(s) Parking Space excepting as a whole with the said Unit to anyone else excepting to a person who owns an Unit in the building and the Purchaser will give an undertaking and sign a document of adherence that the Car Parking space will be held only for the parking of cars.
- w) shall not encumber the said Property in any manner except for raising the housing loan from any reputed financial institute or bank, etc for payment of the Sale price under this agreement, prior to conveyance of the said property by the Vendor to the purchaser.

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

**SIGNED AND DELIVERED** for  
and on behalf of the Vendor

**SIGNED AND DELIVERED** for  
and on behalf of the Purchaser

**Witness:**

- 1.
- 2.

ANNEXURE - I

