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AGREEMENT FOR SALE

THIS AGREEMENT made this 14th day of MAY Two Thousand and Eighteen;

BETWEEN

DAFFODIL PROJECTS PRIVATE LIMITED (PAN No.AABCD8392G), a Company incorporated under the Companies Act, 1956, having its registered office at No. 5, Kabir Road, Kolkata - 700026, represented by its Director Mr. Harshvardhan Saraf (PAN No. AXGPS5482H) son of Sri Sanjay Saraf, residing at No. 5, Kabir Road, Kolkata - 700026, hereinafter referred to as the "FIRST PARTY" of the FIRST PART;

AND

DAFFODIL PROJECTS PVT.LTD.

Harshvardhan Saraf

BEING CONSTITUTED ATTORNEY OF
LAKSHMI MONDAL, GOBAM MONDAL
HEMANTA MONDAL & PRABANTA MONDAL

Harshvardhan Saraf
CONSTITUTED ATTORNEY

Sl. No. 426 Date 08/11/17
Value Rs. 10/-
Name
Address

Bina Datta
Stamp Vender
Alipore Police Court

(1) LAKSHMAN MONDAL (PAN No. AQHPM3205C) (2) GOUTAM MONDAL (PAN No. CGFPM6568Q) (3) HEMANTA MONDAL (PAN No. AELPM4422P) AND (4) PRASANTA MONDAL (PAN No. BLUPM8718D), all sons of Late Dharendra Chandra Mondal and all residing at TG-2/16, Tegharia, Gayenpara, Post Hatiyara, Police Station - Baguihati, Kolkata - 700157 represented by their Constituted Attorney Sri Harshvardhan Saraf son of Sri Sanjay Saraf, residing at No. 5, Kabir Road, Kolkata-700 026, Kolkata, hereinafter jointly referred to as the "SECOND PARTIES" of the SECOND PART:

AND

MR. VAIBHAV CHHAPARIA (PAN No. AMXPC2481Q) son of Mr. Pradeep Kumar Chhaparia, by faith Hindu, by occupation Business AND MRS. PARITA CHHAPARIA (PAN No. ALSPJ4457H) wife of Mr. Vaibhav Chhaparia, by faith Hindu, by occupation Self Employed and both at present residing at 101, Block A, Bangur Avenue, 2nd Floor, P.S. Lake Town, P.O. Bangur Avenue, Kolkata-700 055, West Bengal, hereinafter jointly referred to as the "PURCHASER(s)" of the THIRD PART:

WHEREAS:

A. Messrs Daffodil Projects Pvt. Ltd., the First Party herein is seized and possessed of or otherwise well and sufficiently entitled as the absolute owner in respect of All That the piece or parcel of Plot of Bagan Land measuring 20 Cottahs (equivalent to 33 Sataks) be the same a little more or less Together With 1 (one) Darwan quarter, 2(two) servant's quarter, boundary walls and other structures whatsoever lying erected and/or built thereon situate lying at and comprised in R. S. Dag No. 480, R. S. Khatian No. 95, L. R. Khatian No. Krishi 409, Krishi 322, Krishi 111, Krishi 96, Krishi 180, J. L. No. 9, R. S. No. 116, Touzi No. 191, within Mouza - Tegharia, Police Station - Rajarhat, (presently Baguihati), P. O. Hatiyara, Municipal Holding No. RGM-AS/178/Block-H/12-13, Ward No.11, Rajarhat Gopalpur Municipality, District - 24-Parganas (North), Kolkata - 700157, more fully described in *Part-I* of the *First Schedule* hereunder written (hereinafter referred to as the "Premises No.1") by virtue of an Indenture of Conveyance dated the 28th March, 2012 registered in Book No. 1, CD Volume No. 16, Pages 801 to 825, Being No. 03863 for the year 2012 at the office of A. R. A.-II, Kolkata.

B. Sri Lakshman Mondal & Ors., the Second Parties herein are jointly seized and possessed of or otherwise well and sufficiently entitled as the absolute owner in respect of All That the piece or parcel of Plot of Bagan Land measuring the balance 6 Cottahs and 10 Chittacks (equivalent to 11 Sataks) be the same a little more or less Together With two-storied dwelling house, boundary walls and other structures whatsoever lying erected and/or built thereon situate lying at and comprised in R. S. Dag No. 480, R. S. Khatian No. 95, 197, L. R. Khatian No. Krishi 409, Krishi 322, Krishi 111, Krishi 96, Krishi 180, J. L. No. 9, R. S. No. 116, Touzi No. 191, within Mouza - Teghari, Police Station - Rajarhat, (presently Baguihati), P. O. Hatiyara, Municipal Holding No. RGM-

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Parganas (North), Kolkata - 700157, more fully described in *Part-II* of the *First Schedule* hereunder written (hereinafter referred to as the "Premises No.2").

C. Since after purchase of the said Premises No. 1 as aforesaid, the First Party herein decided to undertake development of the said Premises No. 1 and construction of Building Complex thereat.

D. The Second Parties abovenamed also having decided for development of the said Premises No. 2 approached the First Party with a request to undertake and carry out development of the said Premises No. 2, which belonged to them jointly as aforesaid and the same jointly with the said Premises No. 1 belonging to the First Party and construct building complex thereat.

E. On being approached and requested by the Second Parties as aforesaid as also relying on the various representations made by the Second Parties, the First Party herein has agreed to undertake and carry out the development of the said Premises No. 2 belonging to the Second Parties and the same jointly with the said Premises No. 1 belonging to the First Party and further to construct building complex thereat, for the consideration and on the terms and conditions recorded in the Development Agreement dated the 27th August, 2012 entered into between the Second Parties abovenamed of the One Part and the First Party herein of the Other Part.

F. In the premises aforesaid, the First Party herein agreed and decided to undertake development of both the Premises No.1 and Premises No.2 in aggregate measuring 1 (one) Bigha 6 (six) Cottahs and 10 Chittacks comprised in Municipal Holding Nos. RGM-AS/178/Block-H/12-13 and RGM-AS/113/2748/02-03 more fully described in *Part III* of the *First Schedule* hereunder written (hereinafter referred to as the "said Property") and to construct residential building complex thereat and the same to be named and known as "DAFFODIL LABELLA-VISTA".

G. The First Party herein is duly registered with the Rajarhat Gopalpur Municipality, as Promoter/Developer vide Enlistment No. RGM/P-187/2006-07. The First Party also duly applied for and obtained necessary permission from the concerned authorities under the W. B. Building (Regulation of Promotion of Construction & Transfer by Promoters) Act, 1993 for development of the "said Property" and construction of the proposed building complex thereat.

H. The First Party herein also duly applied for and obtained Plan permit No. 696/13/14 dated 11th December 2013 (hereinafter referred to as the "Sanctioned Plan") duly sanctioned by the Rajarhat Gopalpur Municipality for construction of a Residential building consisting of Basement, Ground and upper five Floors comprising of self contained residential flats, car parking spaces and other spaces. The First Party herein also duly got the character/classification of the said Plots of "Bagan Land" being premises No.1 and premises No.2, respectively described in Parts-I and II of the *First Schedule* hereunder written, converted into "Housing Complex" Lands vide Order No. L-13011(11)/34/2015-DL&LRO/118957 dated July 6, 2015 issued by the Collector under Section 4C of the W. B. U. R. Act, 1955 and Additional District Magistrate and D. L. & L. R. O., North 24-Parganas, Barasat.

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i. The First Party herein has also agreed to permit and allow the proposed building complex to be erected at the said Premises Nos. 1 and 2 as also the Owners/Occupiers of the Flats and other spaces thereof to use and enjoy the various amenities and facilities including entrance, drainage, sewerage belonging to and forming part of the building complex named and known as Daffodil Labella developed and erected by the First Party at or up on the lands comprised in Municipal Holding Nos. RGM-AS/130/07, RGM-AS/133/07 and RGM-AS/134/07 as also to use and enjoy the passage lying on the extreme south on the Ground level of Municipal Holding Nos. RGM-AS/133/07 and the same in common with the Owners/Occupiers of flats and other spaces of the said building Complex "Daffodil Labella-Vista".

j. The Purchaser approached the First Party for acquiring on ownership basis All That the Residential Flat measuring Saleable area (Super Built-up) of 1086 Square Feet being Unit No. 4G on the 4th Floor of the building Together With Covered Car Parking Space for One Medium Sized Car on the Ground Floor Level of the said building complex named and known as "DAFFODIL LABELLA-VISTA" Together with undivided proportionate share in the land comprised in the "said Property" and also in the common parts and facilities at the said building, at or for the agreed consideration and on the agreed terms as hereinafter recorded.

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

1. **DEFINITIONS:** In these presents, unless it be contrary or repugnant to the subject or context:
 - 1.1. **THE FIRST PARTY:** shall mean and include Messrs Daffodil Projects Private Limited and its successor or successors in interest and/or assigns.
 - 1.2. **THE SECOND PARTIES:** shall mean and include (1) Lakshman Mondal, (2) Goutam Mondal, (3) Hemanta Mondal and (4) Prasanta Mondal and their respective heirs, executors, administrators, legal representatives and/or assigns.
 - 1.3. **PROPERTY:** shall mean and include All That the pieces or parcels of plots of land in aggregate measuring an area of 1 (one) Bigha 6 (six) Cottahs and 10 Chittacks be the same a little more or less situated in R. S. Dag No. 480, R. S. Khatian No. 95, 197, L. R. Khatian No. Krishi 409, Krishi 322, Krishi 111, Krishi 96, Krishi 180, J. L. No.9, R. S. No.116, Touzi No. 191, within Mouza - Tegharia, Police Station - Rajarhat, (presently Baguihati), P. O. Hatiyara, Municipal Holding Nos. RGM-AS/178/Block-H/12-13 and RGM-AS/113/2748/02-03, Ward No. 11 and 7 respectively, Rajarhat Gopalpur Municipality, District - 24-Parganas (North), Kolkata - 700157, more fully described in *Part-III* of the *First Schedule* hereunder written.
 - 1.4. **LAND:** shall mean and include the land comprised in the "said Property" more fully described in *Part-III* of the *First Schedule* hereunder written.
 - 1.5. **COMPLEX/BUILDING COMPLEX:** shall mean and include the residential cum commercial building complex named and known as "Daffodil Labella-Vista" proposed to be constructed by the First Party at

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the land comprised in the "said Property" in pursuance of the Development Agreement dated 27th August 2012 entered into by and between the First and Second Parties.

- 1.6. **BUILDING:** shall mean and include the residential building complex named and known as "Daffodil Labella-Vista", which is now being constructed at the said land in accordance with the sanctioned plan, consisting of self contained flats, store-rooms, car parking spaces and other spaces capable of being held and/or enjoyed independent of each other.
- 1.7. **UNIT/FLAT:** shall mean and include the self contained residential flat, capable of being used and occupied independently Together with/without Parking Space and with/without Store-room at the building Together with undivided proportionate and impartible share or interest in the said land, more fully described in the *Second Schedule* hereunder written, which the Purchaser hereby agrees to acquire as per this Agreement.
- 1.8. **UNITS/FLATS:** shall mean and include the several self contained residential flats, parking spaces, store rooms and other saleable spaces at the building.
- 1.9. **SALEABLE AREA (SUPER BUILTUP):** shall mean and include the total carpet area of the unit plus the areas of the walls, pillars, inner walls and space covered by outer walls thereof as also the proportionate areas of landing, stairs, entrances, corridors, lobbies and other common areas and spaces at the building and in this regard, the certificate of the Architect shall be final.
- 1.10. **ARCHITECT:** shall mean and include such firm of Architects, who may hereafter be appointed by the First Party as the Architect of the building.
- 1.11. **PLAN:** shall mean and include the Building Plan S.L. No. 696/13/14 dated 11th December 2013 duly sanctioned by the Rajarhat Gopalpur Municipality for construction of the said building consisting of Basement, Ground and upper five Floors and shall also include the revised and/or modified and other plans, elevations, designs, drawings and specifications for completion of construction of the said building and further include the plan for construct of additional floors as may from time to time be sanctioned and/or approved by the Rajarhat Gopalpur Municipality and/or other appropriate authorities and/or departments.
- 1.12. **COMMON PARTS:** shall mean and include the entrances, corridors, lobbies, landings, stair-cases, passages, ways and other common parts, areas facilities and amenities as also the roof, Administrative office room, Durwan quarter and other common spaces of the said building as may be meant for common use of the owners and occupiers of units and other spaces of the said building and the same described in *Part-I* of the *Fourth Schedule* hereunder written.
- 1.13. **COMMON AMENITIES AND FACILITIES:** shall mean and include the various amenities and facilities including entrance, drainage and sewerage

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belonging to and forming part of the adjoining building complex named Daffodil Labella and also the common passage lying in the extreme South on the ground level of the Municipal Holding No. RGM-AS/133/07, more fully described *Part - II* of the *Fourth Schedule* hereunder written.

- 1.14. **COMMON PURPOSES:** shall mean and include the purpose of maintaining the said building and in particular the common parts and essential services and common amenities and facilities as also meeting of the common expenses and matters relating to mutual rights and obligations of the owners/occupiers of several units and other spaces of the building.
- 1.15. **COMMON EXPENSES:** The costs and expenses required to be incurred or disbursed or paid for administration management and maintenance of the common parts as also the common amenities and facilities including security services at the building. The Purchaser shall proportionately bear and pay the common expenses.
- 1.16. Where any expenses or costs are mentioned to be borne or paid proportionately by the Purchaser than the portion of the whole amount payable by the Purchaser shall be in proportion to the total area of the "said Unit" in comparison to the areas of other units in the building.
- 1.17. **HOLDING ORGANISATION:** shall mean an Association or Society to be formed by the First Party for the purpose of the Building.
- 1.18. **SINKING FUND:** shall mean the fund to be paid and/or contributed by each of the Purchaser of units at the said building including the Purchaser herein towards sinking/reserve fund to be held by the First Party on account of capital expenses after completion of the building.
- 1.19. **TRANSFER:** with its grammatical variations shall include a transfer by possession or by any other means adopted for effecting the transfer of a Unit/Flat or other spaces in the building in favour of a Purchaser thereof although the same may not amount to a transfer in law. Provided however that the transfer of the "said Unit" in favour of the Purchaser would be subject to the terms conditions covenants and stipulations herein contained.
- 1.20. **SAID ACT:** shall mean and include the West Bengal Building (Regulation of Promotion of Construction & Transfer by Promoters) Act of 1993 as also the Rules and Regulations there under.
- 1.21. **PURCHASER** shall mean and include:
- In case the Purchaser is an Individual, the term or expression "Purchaser" shall mean and include *his/her/their* successors, executors, administrators legal representatives and/or assigns;
 - In case the Purchaser is a Limited Company, the term or expression "Purchaser" shall mean and include such company and its successor or successors in interest and/or assigns;
 - In case the Purchaser is a Partnership Firm, the term or expression "Purchaser" shall mean and include the partners of such partnership

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firm and their respective heirs, executors, administrators, successor legal representatives and/or assigns;

d) In case the Purchaser is a Trust, the term or expression "Purchaser" shall mean and include the Trustee or Trustees for the time being of such Trust and its successor or successors in office and/or assigns;

e) In case the Purchaser is a Karta representing the Hindu Undivided Family, the expression or term "Purchaser" shall mean and include the Karta and/or members for the time being of such Hindu Undivided Family and their respective heirs, executors, successors, administrators, legal representatives and/or assigns.

2. INTERPRETATIONS:

2.1. Any reference to statute shall include any statutory extension, modification and re-enactment of such statute and rules, regulations or order made there under.

2.2. Any covenant by the Purchaser not to act or to do anything shall be deemed to include *his/her/their* obligation not to permit such act or thing to be done.

2.3. Singular number shall mean and include plural and vice-versa.

2.4. Masculine shall mean and include feminine and vice-versa.

2.5. The paragraph headings would not form part of this Agreement and have been given only for the sake of convenience and shall not be taken into account for the construction or interpretation of this Agreement.

3. DATE OF COMMENCEMENT:

3.1. This Agreement shall be deemed to have commenced on and with effect from the date of execution of this Agreement.

4. TITLE:

4.1. The Purchaser confirm to have duly inspected all deeds, documents and papers including the said Development Agreement dated 27th August 2012 relating to the "said Property" as also relating to registration and/or permission under Section 3 of the said Act and hereby confirms to have duly satisfied themselves with regard to the rights title and interest respectively of the First and Second Parties in respect of the "said Property" and/or the said land and/or with regard to the rights of the First Party to develop the said land and/or to construct the said building complex consisting of several flats/units and other spaces. The Purchaser having satisfied themselves *has/have* agreed not to question and/or object and/or to make requisitions as to the rights title and/or interest respectively of the First and Second Parties.

4.2. The Purchaser herein having inspected the "said Plan" as also having satisfied themselves with regard to the specifications, elevations, designs and lay-out of the said building as also of the "said Unit" *has/have* duly approved and confirmed the same.

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5. CONSTRUCTION:

- 5.1. It is recorded that in pursuance of the said Development Agreement by and between the First and Second Parties, the First Party propose to construct the said building consisting of residential flats, parking, store rooms and other spaces at the land comprised in the said Property, and further to sell and dispose of on ownership basis the several units and/or flats and other spaces of the said building complex in favour of the intending Purchaser.
- 5.2. The First Party shall construct, erect and complete the building as also the "said Unit" with standard quality building materials as shall be approved and recommended by the Architect of the building Complex for the time being and the decision of the Architect regarding the quality of materials shall be final and binding.
- 5.3. The Building Complex as also the "said Unit" shall be constructed in accordance with the said plan and the same with such variations, modifications or alterations as may be deemed fit and proper by the First Party or the Architect or as may be required by the authorities concerned and the Purchaser hereby consent to the same and hereby further agree not to raise any objection in this regard.
- 5.4. The Purchaser shall not do any act deed or thing, whereby the construction of the said building complex or development of the "said Property" is in any way hindered or impeded with nor shall in any way commit breach of any of the terms and conditions herein contained.
- 5.5. The First Party shall subject to the Purchaser duly making payment of the said entire agreed consideration money as per *Article 7* hereunder and also other payments as per this Agreement and further observing and performing the various terms, conditions and covenants herein contained and on the part of the Purchaser to be observed and performed complete construction of the "said Unit" and deliver possession of the same to the Purchaser within December, 2018, after having obtained the required completion certificate from the Municipal authority unless the First Party is prevented by Force Majeure reasons or any restrain order passed by any Competent Court or due to acts beyond the control of the First Party.
- 5.6. The Architects shall have the absolute authority to determine as to which quality and specifications of building materials to be used in making construction of the said building including the "said Unit" and the Purchaser hereby consent to the same.

6. TRANSFER:

- 6.1. The First and Second Parties hereby agree to sell and the Purchaser hereby agree to purchase on ownership basis All That the "said Unit" Together with undivided proportionate impartible and variable share or interest in the ownership rights of the First and Second Parties in the land beneath the building and attributable to the "said Unit", more fully described in the *Second Schedule* hereunder written, at or for the consideration mentioned in *Article 7* hereunder written and subject to the terms and conditions recorded herein.

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- 6.2. The sale and/or transfer in respect of the "said Unit" in favour of the Purchaser would be subject to various terms conditions covenants and stipulations herein contained.
- 6.3. The sale and/or transfer of the "said Unit" will not create any right in favour of the Purchaser over and in respect of the parking spaces, store rooms and other spaces on the basement/ground floors of the said building, save and except the parking spaces, store room and other spaces, which are specifically agreed to be sold to the Purchaser.

7. CONSIDERATION:

- 7.1. The consideration for sale and/or transfer in favour of the Purchaser in respect of the "said Unit", more fully described in the *Second Schedule* hereunder written would be the sum of Rs.50,61,200/- (Rupees Fifty Lakh Sixty One Thousand Two Hundred Only).
- 7.2. The Purchaser hereby agree that the abovementioned agreed consideration money in respect of the "said Unit" shall be paid by the Purchaser to the First Party in the manner and within the time as specified in the *Third Schedule* hereunder written and the time in this respect shall be the essence of the contract.
- 7.3. The Purchaser hereby agree and covenant that the Purchaser shall duly and punctually pay to the First Party the abovementioned agreed consideration money within the stipulated period as mentioned in the *Third Schedule* hereunder written, whether any formal demand has been made or not.
- 7.4. The Purchaser herein shall apart from the consideration amount mentioned hereinabove, also pay to the First Party on or before delivery of possession of the "said Unit":
- Contribution towards development charges either paid to the Municipality or incurred in creating facilities for the Purchaser, calculated at the rate of Rs.80/- per Square Feet of the total Saleable area of the "said Unit";
 - Contribution towards costs and expenses to be incurred for installation of H.T line at the building complex, to be paid to the First Party by the Purchase at the rate of Rs.70/- per Square Feet of the total Saleable area of the "said Unit";
 - Contribution towards the costs of installation of generator at the complex as also providing connection from such generator to the "said Unit", to be paid to the First Party by the Purchaser of Rs. 35,000/- for 1 K.V.A. The distribution of load shall be done considering the requirement of all the flat owners and available size of generator. The final distributed load may be a little more or less than the load asked for by the Purchaser. The Purchaser hereby abide by the same and shall pay accordingly.
 - Contribution towards the costs of installation of fire fighting equipments at the building complex to be paid to the First Party by

Signature

Signature

the Purchaser at the time of installation on the basis of the actual cost incurred.

- e) Contribution towards reimbursement of the costs of installing and/or providing extra facilities, if any, at the complex, for the benefit of the flat owners and the same to be paid to the First Party by the Purchaser proportionately as shall be determined by the First Party:

7.5 The Purchaser hereby also agree and confirm that the Purchaser shall not be entitled to claim any deduction or abatement in the amounts of the abovementioned agreed consideration money and/or contributions payable to the First Party on any ground or reason whatsoever.

7.6. All betterment fees, taxes and other levies charges imposed by the government or any other authority relating to the said complex shall be paid and borne by the Purchaser proportionate to his/her/its interest therein and those relating only to the "said Unit" shall be borne solely and exclusively by the Purchaser.

8. DEFAULT:

8.1. In case of default on the part of the Purchaser to make payment of the said agreed consideration money mentioned in *Article 7.1* above in the manner and within the time as stated in *Third Schedule* hereunder written and/or the amounts of contributions mentioned in *Article 7.4* above and/or payment of all other amounts as may hereafter become payable by the Purchaser as per the provisions of this Agreement, the Purchaser herein without prejudice to the other rights of the First and Second Parties, shall be liable to pay interest at the rate of fifteen percent per annum on all such outstanding dues payable to the First Party in pursuance of this Agreement.

8.2. If the Purchaser neglect, omit or default for any reason whatsoever to pay any of the amounts as and when the same would become due and payable by the Purchaser as per the terms and conditions of this Agreement or if the Purchaser shall in any other way fail to perform or observe any of the covenants and/or stipulations herein contained and on the part of the Purchaser to be observed and performed, the First Party herein shall be at liberty at its discretion to terminate this Agreement and in such event the Purchaser shall cease to have any right in respect of the "said Unit" and/or under this Agreement and thereupon the First Party shall within 30 (thirty) days from the date of such termination and/or cancellation of the Agreement, refund to the Purchaser the entire amount received from the Purchaser towards consideration money after deducting 10 (ten) percent of the amount towards losses and damages. In case of such termination, the First Party herein shall be entitled at its discretion to sell or otherwise dispose of the "said Unit" in favour of any other person or party and the same for such consideration and on such terms as the First Party may at its discretion think proper.

8.3. It is agreed and made clear that the right given to the First Party as per *Article 8.2* above shall be without prejudice to any other rights remedies

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Amitabh Chharia

and claims whatsoever of the First and Second Parties against the Purchaser under this Agreement or otherwise. In any event, if the First Party do not exercise the rights given to it under *Article 8.2* above, the Purchaser shall be bound to make payment of all the moneys payable by them and also to observe and perform all terms, conditions, covenants, and stipulations contained in this Agreement and on the part of the Purchaser to be observed and performed and shall also be liable to pay to the First Party interest on account of delay in payment calculated at the rate of fifteen percent per annum as provided in *Article 8.1* above.

- 8.4. After delivery of possession of the "said Unit" by the First Party, if the Purchaser would fail or neglect to pay any of the amounts as and when the same would become payable as per the terms of this Agreement, the Purchaser shall be liable without prejudice to the First Party's other rights to pay to the First Party, interest on the arrears at the said agreed rate as aforesaid.

9. PURCHASER' OBLIGATIONS:

- 9.1. On and from the date of the First Party notifying the "said Unit" having been made ready for occupation, the Purchaser shall month by month and every month pay to the First Party the proportionate amount of the costs charges and expenses mentioned in the *Fifth Schedule* hereunder written for and on account of the maintenance of the common parts and essential services as also the common amenities and facilities including those mentioned in *Parts I and II* of the *Fourth Schedule* hereunder written, at the said building complex till the formation of Holding Organisation as hereunder provided. On and from the date of formation of the Holding Organization, the Purchaser shall pay such monthly maintenance charge to the Holding Organisation.
- 9.2. The Purchaser herein, apart from the monthly maintenance charges as mentioned in *Article 9.1* above, also on and from the date of the First Party notifying the "said Unit" having been made ready for occupation, pay to the First Party month by month and every month the proportionate amount of costs, charges and expenses on account of maintenance of the Additional facilities at the building complex. On formation of the Holding Organisation, such monthly charges shall be payable by the Purchaser to the Holding Organisation.
- 9.3. The apportionment of such maintenance cost, charges and expenses mentioned in *Article 9.1* and *9.2* above, shall be made by the First Party on the basis of the respective areas of the several units and/or shops and/or flats and other spaces in the said building complex and the same shall be conclusive final and binding.
- 9.4. The monthly maintenance charges mentioned in *Article 9.1* above shall for the time being be payable to the First Party by the Purchaser calculated @ **Re.2.25 (Rupees Two and paisa Twenty Five) Only** per Square Feet of the total Saleable area of the "said Unit". In case of increase in the electricity charges, salaries and other costs and expenses, the said monthly maintenance charges shall also be enhanced.

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- 9.5. The Purchaser herein, within 6 (Six) months from the date of execution of the proposed Deed of Conveyance/Transfer in respect of the "said Unit" by the First Party, at their own costs cause their name mutated as owner in respect of the "said Unit" in the records of the Municipal authority as also cause separate assessment for payment of the Municipal Taxes on account and in respect of the "said Unit".
- 9.6. So long as the "said Unit" is not separately assessed for Municipal taxes and other rates and taxes whatsoever, the Purchaser agree to pay to the First Party on and from the date of the First Party notifying the "said Unit" having been made ready, the proportionate amount of the Municipal taxes, water taxes and other taxes as may be levied or payable in respect of the said building within 7 (Seven) days from the date of the First Party submitting Bill on account of such rates and taxes. The Purchaser also agrees that the apportionment of such rates and taxes shall be made by the First Party and the same shall be conclusive, final and binding.
- 9.7. The Purchaser hereby also agree that in the event of the First and Second Parties being required to pay any of the said rates and taxes or to deposit any amount with the Municipality or any of the departments of the Central or State Government or other authorities or to make payment of any other amounts of similar nature, the same shall be reimbursed by the Purchaser proportionately.
- 9.8. The Purchaser shall on or before taking over possession of the "said Unit" deposit with the First Party an amount calculated at the rate of Rs.50/- per Square Feet of the total Saleable area of the "said Unit" and such other or further amounts as may be required by the First Party as and by way of deposit towards sinking fund, which amount shall remain deposited with the First Party till the formation of the Holding Organisation and the same shall carry no interest. On formation and registration of the Holding Organisation, the First Party herein shall make over to the Holding organisation the amounts of sinking fund or the balance amount thereof as may then be lying with the First Party.
- 9.9. The Purchaser shall bear and pay the amount of Sales Tax, Service Tax and other rates, taxes and outgoings whatsoever as may be found payable for and on account of the Purchaser having extra works to be done and having extra items to be affixed and/or fitted at the "said Unit" by the First Party and in this regard, the Purchaser shall keep the First Party absolutely indemnified and harmless.
- 9.10. The Purchaser will not permit or allow their servants and other staff to use the store room for cooking. It would be the responsibility of the Purchaser to see that their servants and other staff do not cook or carry out other similar activities at the store room and/or the common parts of the building.
- 9.11. The Purchaser would see that the store room are not used and occupied by any outsider. It is made clear that the Purchaser will not permit their

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servants and other house-hold staff members to allow outsiders or their relations and others to stay or otherwise occupy the store room.

10. **FIRST PARTY'S OBLIGATIONS:**

- 10.1. The First Party herein shall cause completion of construction of the said building including the "said Unit" by use of standard quality building materials as per specifications, the salient features whereof are mentioned in the *Sixth Schedule* hereunder written and the same as per recommendations of the Architect.
- 10.2. The First Party herein would be responsible to see that the construction of the said Building Complex including the "said Unit" is made as per the said Plan and in accordance with Municipal Laws for the time being in force.
- 10.3. The First Party herein would cause completion of construction of the said Building including the "said Unit" and deliver a copy of the completion certificate of the said Building to the Purchaser and shall further make over possession of the "said Unit" in favour of the Purchaser herein within **December, 2018**, unless prevented by Force Majeure causes or restrain order by any court of law or act of God or circumstances beyond the control of the First Party and/or due to delay in obtaining water, sewerage, drainage or electricity connections and/or issuance of Completion Certificate by the Municipal Corporation. Provided however that the First Party herein shall not be responsible to make over possession of the "said Unit" in favour of the Purchaser unless the Purchaser have obtained the Deed of Conveyance as also duly complied with their obligations under this Agreement.
- 10.4. The First Party herein would see that the relevant provisions of the said Act as also the rules and regulations there under are strictly complied with by all concerned parties including the Purchaser herein.

11. **RIGHTS:**

- 11.1. The Purchaser hereby agree and confirm that until and unless all payments required to be made under this Agreement by the Purchaser shall have been duly paid to the First Party in the manner and within the time as herein agreed, the Purchaser shall not be entitled to the possession nor acquire any rights title or interest in respect of the "said Unit".
- 11.2. The Purchaser hereby agree that only after the Purchaser have duly paid to the First Party all amounts as are required to be paid under this Agreement and the Purchaser has been duly delivered possession of the "said Unit" by the First Party and further only if the Purchaser has not been guilty of breach or non-compliance of any of the terms and conditions of this Agreement, the Purchaser shall be entitled to let out, sell, transfer, convey, mortgage or otherwise deal with or dispose of the "said Unit" and/or to assign and/or transfer their rights title, interest and benefits under this Agreement, subject to the Purchaser first obtaining permission in writing from the Holding organisation for the purpose.

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- 11.3. The Purchaser after having duly paid all moneys and having observed all their obligations under the Agreement and after having been duly delivered the possession in respect of the "said Unit", shall be entitled to hold occupy and possess the "said Unit", without any obstruction or interference or eviction by the First Party and/or Second Parties or any other person or party claiming any right under the First and Second Parties.
- 11.4. The Purchaser herein shall be entitled at their own costs to apply for and obtain telephone and telex at the "said Unit" either in their own name or in the names of their nominees. The First and Second Parties hereby agree to sign all necessary papers, applications and documents signifying their consent and approval for obtaining of the telephone and telex connection by the Purchaser at the "said Unit" as may from time to time be required by the Purchaser.
- 11.5. The Purchaser shall not be entitled to claim partition or sub-division of the said land and/or the common parts of the said building nor to do any act or deed, whereby the rights of the First and Second Parties and/or the right of the Purchaser of other units at the said building complex are/is in any manner affected or prejudiced and/or which may cause obstruction and/or hindrance in the use and enjoyment of the common parts and essential services by the owners/occupiers of the units at the building complex.
- 11.6. All the Purchaser/Occupants of different units and other spaces of the said building including the Purchaser above named shall be entitled to use and enjoy the various common amenities and facilities at the complex mentioned in *Part II* of the *Fourth Schedule* hereunder written, and the same in common with the owners and occupiers flats, shops and other spaces of the adjoining building complex named "Daffodil Labella", subject to the terms herein recorded.
- 11.7. The Purchaser herein shall not have any right over and in respect of the covered and uncovered open spaces and/or parking spaces on the ground and basement floors at the said building, save and except the parking spaces as are specifically agreed to be sold to the Purchaser. The uncovered and/or covered parking spaces and open spaces on the ground and basement floors of the building complex shall always be the property of the First Party and/or Second Parties, who will be entitled to sell or otherwise dispose of the same at their discretion.
- 11.8. The Purchaser shall not be entitled to any right in respect of the other units and spaces at the said building complex save the right to use the common parts as may be necessary for the ingress and egress of men and materials to and from the "said Unit" and/or for utility pipes, cables and lines to be installed in the "said Unit".
- 11.9. After the Purchaser have been delivered possession of the "said Unit" by the First Party, the Purchaser herein shall hold occupy possess and enjoy the same, subject to the various terms conditions and covenants contained in this Agreement. The Purchaser herein shall duly observe and perform

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the various terms, conditions, covenants and stipulations contained in this Agreement and shall not do or permit to be done any act deed matter or thing, which may in any manner cause violation and/or breach of any of the terms, conditions covenants contained in this Agreement.

11.10. The Purchaser shall not be entitled to any compensation and/or damages from the First Party, if the construction of the said buildings and/or the "said Unit" is delayed inordinately, due to Force Majeure causes or acts of God or circumstances beyond the control of the First Party or for no fault on the part of the First Party.

12. USER:

12.1. After delivery of possession of the "said Unit" in favour of the Purchaser by the First Party, if any additions or alterations in or upon or relating to the said buildings and/or the "said Unit" are required to be carried out by or at the instance of Government, Municipality or any Statutory authorities or the Architect, the same shall be carried out by the Purchaser in co-operation with the Purchaser and/or occupiers of other flats and/or units in the said Building Complex at their own costs and in this regard, the First and Second Parties shall not in any manner be liable or responsible.

12.2. The Purchaser shall at their own costs maintain the "said Unit" in good condition state and order and shall be abide by all bye-laws, rules and regulations of Government, Municipal Corporation and/or other authorities and local bodies including those as may be framed by the First Party and/or the Holding Organisation, which may hereafter be floated by the First Party for the proper maintenance of the said building and the common areas and shall be responsible for all breaches and/or violations of any of the conditions or rules or bye-laws.

12.3. The Purchaser shall at all times permit the First Party and its engineers, contractors, surveyors and agents during reasonable hours during the day time and upon prior appointment with or without workmen and others to enter into and upon the "said Unit" or any part of the buildings or any of them for the purpose of making repairing maintaining rebuilding cleaning lighting and keeping in order and good condition all sewers drains pipes cables gutters, wires structures and other conveniences belonging to or serving or used for the said buildings or either of them, and also for the purpose of pulling down maintaining repairing and testing drains water-pipes and electric wires and for similar other purposes and/or to view and examine the state and condition of the said Unit/flat or portions thereof and the Purchaser shall be liable to make good immediately on receiving notice of all such defects and want of repairs of which notice in writing shall be given by the First Party to the Purchaser.

12.4. The Purchaser shall not: -

- a) Use the "said Unit" in such manner or commit any act, which may in any manner cause nuisance or annoyance to the Purchaser of other Units and/or occupiers of the neighboring properties;

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- b) Use the "said Unit" or permit the same to be used for any purpose other than the purpose for which the same is meant and has been sanctioned by the Municipal Corporation.
- c) Allow the storage of any goods, articles or things in the stair-case, lobbies or other common parts or areas of the said building or portion thereof;
- d) Block or permit the blocking of the stair-case, lobbies, or other common parts or areas of the said building or any portion thereof;
- e) Bring or keep or store any inflammable dangerous or combustible goods articles and things in or upon the "said Unit";
- f) Decorate the exterior of the "said Unit" otherwise than in the manner the "said Unit" will be delivered;
- g) Display or put up any neon-sign or other signboard on the outer walls of the "said Unit" or any part of the said building, without prior written consent of the First Party;
- h) Put up any Air-conditioner, except at the space or portion as may be meant for the purpose;
- i) Throw or accumulate or permit the throwing or accumulating of any dirt, rubbish or other refuses in the "said Unit" or in the common parts or other portions of the said building;
- j) To claim partition or sub-division of the said land or the common parts of the said buildings;
- k) To claim any right over and in respect of the parking spaces and open spaces on the ground and basement floors at the building complex except the parking space as is specifically sold to the Purchaser;
- l) To carry on any obnoxious, nuisance, illegal or offensive trade or business or activities in the "said Unit" or portion of the said buildings including the common parts.
- m) Permit blocking of the lobbies, stairs, landings and other common parts of the building;
- n) To permit or allow their servants and other household staff to store goods or sleep or otherwise use or occupy the lobbies, landings or other common portions or spaces of the building;
- o) To object to the reduction in the undivided proportionate share in the land to be sold and transferred in favour of the Purchaser in pursuance of this Agreement, due to construction of additional floors at the building;
- p) To object or obstruct or interfere with the rights of the First Party to install, affix and maintain sign board and/or neon sign of its name and logo on the top of the lift machine room or the roof of the building and/or to erect additional floors at the building and/or the user of the common amenities and facilities by the owners and occupiers of flats and other spaces at the adjoining building Daffodil Labella;

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Asstt. Chh. Paria

- q) To affix cables and/or wires for T.V., Electricity and Telephone in any part of the complex except through the ducts meant for the purpose;
- r) To cause affixation of grills and/or outside paint, which in any manner changes or effects the exterior grill design and/or the exterior paint scheme and/or the façade of the building;

13. HOLDING ORGANISATION:

13.1 The First Party herein shall make an Association or Society under the Societies Registration Act for administration and maintenance of the common parts and essential services at the building complex. The object of such Association or Society shall be to manage and administer the maintenance of common parts, amenities and facilities and other affairs of the said building complex and also to receive and realise the contributions from all the Purchaser and/or occupiers of different units and other spaces of the said building payable by them respectively towards the maintenance and service charges, the rates and taxes including those mentioned in the *Fifth Schedule* hereunder written and also to disburse the same.

13.2 The Purchaser hereby agree and undertake to be a member of such association or Society, if any formed or incorporated by the First Party and further agree from time to time and at all times to sign execute and deliver necessary application and all other papers, declarations and documents as may be required for the formation and registration of such Association or Society as may be prepared or caused to be prepared by the First Party.

13.3 The costs and expenses of and incidental to the formation or incorporation of such Association/Society as the case may be shall proportionately be borne by all the Purchaser including the Purchaser herein.

14. MISCELLANEOUS:

14.1 Notwithstanding anything to the contrary herein contained, the said building shall at all times be known as "DAFFODIL LABELLA-VISTA" and the said name shall not under any circumstances be changed or altered or modified. The Holding Organisation as may be formed as hereinbefore stated, shall also bear the said name "DAFFODIL LABELLA-VISTA".

14.2 The Purchaser agree not to do anything, whereby the rights of the First Party and/or the Second Parties and/or the Purchaser of other units and/or flats in the said building are affected or prejudiced in any manner and/or which may affect or prejudice the use and enjoyment of the other units and/or flats and/or portions and/or the common parts including the additional facilities at the said building complex by the Purchaser or occupiers of other units at the building complex.

14.3 The Purchaser shall not do anything whereby the other Purchaser of units and/or flats in the building complex are obstructed or prevented from the use or enjoyment of their respective units and/or flats and/or the common areas.

For

A. Bhatnagar Chhabaria

- 14.4. The Purchaser shall not do or permit to be done any act deed or thing which may render void or voidable the insurance of any flat and/or Unit or other portions of the buildings or cause any insurance premium to be increased in respect thereof.
- 14.5. Any indulgence given or shown by the First Party and/or the Second Parties in enforcing the terms of this Agreement or any forbearance or giving of time shall not be construed as a waiver of any breach of or non-compliance of any of the terms and conditions of this Agreement by the Purchaser nor shall the same in any manner prejudice the rights of the First and Second Parties.
- 14.6. The Purchaser along with the Purchaser of other units in the said building complex will not require the First Party and/or Second Parties to contribute towards the maintenance charges and other costs and expenses whatsoever including those mentioned in the *Fifth Schedule* hereunder written on account of the Units and/or flats and/or other spaces of the said building, which are not transferred or disposed of by the First Party and/or the Second Parties.
- 14.7. So long as all the Units and/or shops and/or flats and areas of the building complex are not disposed of and the Holding Organisation is not formed, the Management of the affairs of the building and the right to realize the monthly maintenance charges as also the proportionate amount of rates and taxes and other dues from the several Purchaser of units and/or shops and/or flats and to make disbursement thereof shall continue to vest in the First Party.
- 14.8. The First Party herein at its own costs, shall at all times be entitled to make and keep installed and/or affixed sign board, neon sign and other boards of its name and logo on the roof of the lift machine room and/or any portion of the roof of the building, without any objection, obstruction or interference by or on behalf of the Purchaser herein.
- 14.9. This Agreement records all the terms of the Agreement between the parties and no oral representations or statements shall be considered valid or binding on the parties nor shall any provisions of this agreement be waived except by written consent of the parties hereto. The Purchaser acknowledge upon signing of this Agreement that no agreements, conditions, stipulations, representations, guarantees or warranties have been made by either of the parties hereto or their respective agents, servants or employees other than what are specifically set forth herein.
15. TRANSFER DEED:
- 15.1. Subject to the Purchaser herein duly making payment of the aforesaid agreed consideration money as per this Agreement and further duly observing and performing the various terms conditions and covenants herein contained and on the part of the Purchaser to be observed and performed, the First and Second Parties herein shall complete the sale and/or transfer in respect of the "said Unit" by executing and registering an appropriate deed of Transfer in favour of the Purchaser herein.

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15.2 The Purchaser hereby agree to have the proposed Deed of Transfer in respect of the "said Unit" executed and registered by the First and Second Parties, positively before the delivery of possession of the "said Unit" by the First Party. The Purchaser agree and confirm that the Purchaser shall not be entitled to claim possession of the "said Unit" till the Purchaser have got the Deed of Transfer duly executed and registered by the First and Second Parties.

16. DOCUMENTATION, FEES & COSTS:

16.1 M/s. B. K. Jain & Co., Advocates have prepared this Agreement and shall draw the proposed Transfer Deed as also all other 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 shall contain covenants to be observed on the part of the parties hereto as in the sole discretion of the said Advocate be determined to be reasonable and the cost and expenses of the same shall be borne and paid by the Purchaser proportionately with the other flat owners and such costs and expenses shall be paid by the Purchaser before taking physical possession of the "said Unit". The Purchaser despite its obligations to pay the remuneration and fees to the said Advocate shall be at liberty to consult any other lawyer/ Advocate for any independent advice. Provided however such consultation for independent advice will not absolve the Purchaser of its liability to pay the fees and remuneration of the Advocates, M/s. B. K. Jain & Co. as herein provided.

16.2 All stamps, registration charges and incidental expenses for and/or in relation to the execution and registration of the proposed Deed of Transfer shall be borne and paid by the Purchaser.

17. NOTICE:

17.1 All notices to be served hereunder by one party to the other shall be deemed to have been served on the 4th day of the date the same has been delivered for dispatch to the postal authority by speed post with acknowledgement due at the last known address of the parties hereto.

17.2 All letters, notices and circulars affixed on the notice board at the said building complex will be deemed to have been duly served on all the owners and/or occupiers of the units at the complex including the Purchaser herein.

18. ARBITRATION:

18.1 All disputes and differences relating to or arising out of this agreement or with regard to the construction or interpretation of this agreement or any of the terms herein contained, whether on the date of such dispute or difference this Agreement shall be subsisting or not, shall be referred for final adjudication to arbitration in accordance with the provision of the Arbitration & Conciliation Act, 1996.

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Arjun Chandra

19. JURISDICTION:

- 19.1 The Hon'ble High Court at Calcutta shall exclusively have the jurisdiction to entertain, try and determine all actions and proceedings between the parties arising out of this Agreement.

THE FIRST SCHEDULE ABOVE REFERRED TO

Part-I

("Premises No. 1")

ALL THAT the piece or parcel of Plot of Land measuring 20 Cottahs (equivalent to 33 Sataks) be the same a little more or less Together With 1 (one) Darwan Quarter, 2(two) Servant's Quarter, boundary walls and other structures whatsoever lying erected and/or built thereon situate lying at and comprised in R. S. Dag No. 480, R. S. Khatian No. 95, L. R. Khatian No. Krishi 409, Krishi 322, Krishi 111, Krishi 96, Krishi 180, J. L. No. 9, R.S. No. 116, Touzi No. 191, within Mouza - Tegharia, Police Station - Rajarhat, (presently Baguihati), P. O. Hatiyara, Municipal Holding No. RGM-AS/178/Block-H/12-13, Ward No. 11, Rajarhat Gopalpur Municipality, District - 24-Parganas (North), Kolkata - 700157. The above Plot of Land was formerly classified as "Bagan Land" and the same was subsequently converted and classified as "Housing Complex" vide Order No.L-13011(11)/34/2015-DL&LRO/118957 dated July 6, 2015 issued by the Collector under Section 4C of the W. B. L. R. Act, 1955 and Additional District Magistrate and D. L. & L. R. O., North 24-Parganas, Barasat and the same is butted and bounded in the manner as follows:

- ON THE NORTH : By Dag Nos. 482 and 481;
 ON THE SOUTH : By Dag Nos. 476 and 478;
 ON THE EAST : By portion of Dag Nos. 480 and 479;
 ON THE WEST : By Dag Nos. 474 and 475;

Part-II

("Premises No. 2")

ALL THAT the piece or parcel of Plot of Land measuring the balance 6 Cottahs and 10 Chittacks (equivalent to 11 Sataks) be the same a little more or less Together With two-storied dwelling house, boundary walls and other structures whatsoever lying erected and/or built thereon situate lying at and comprised in R. S. Dag No. 480, R. S. Khatian No. 95 and 197, L. R. Khatian No. Krishi 409, Krishi 322, Krishi 111, Krishi 96, Krishi 180, J. L. No. 9, R. S. No. 116, Touzi No. 191, within Mouza - Tegharia, Police Station - Rajarhat, (presently Baguihati), P. O. Hatiyara, Municipal Holding Nos. RGM- AS/113/2748/02-03, Ward No. 7, Rajarhat Gopalpur Municipality, District - 24-Parganas (North), Kolkata - 700157 The above Plot of Land was formerly classified as "Bagan Land" and the same was subsequently converted and classified as "Housing Complex" vide Order No.L-13011(11)/34/2015-DL&LRO/118957 dated July 6, 2015 issued by the Collector under Section 4C of the W.B.L.R. Act, 1955 and Additional District Magistrate and D. L. & L. R. O., North 24-Parganas, Barasat and the same is butted and bounded in the manner as follows:

- ON THE NORTH : By 8 feet wide road;
 ON THE SOUTH : By portion of Dag No.480;
 ON THE EAST : By Dag No.479;
 ON THE WEST : By portion of Dag No.480;

Part-III

("Said Property")

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Devin Chharia

ALL THAT pieces or parcels or plots of Land in aggregate measuring an area of 1 (one) Bigha 6 (six) Cottahs and 10 Chittacks be the same a little more or less situated in R. S. Dag No. 480, R. S. Khatian No. 95, 197, L. R. Khatian No. Krishi 409, Krishi 322, Krishi 111, Krishi 96, Krishi 180, J. L. No.9, R. S. No. 116, Touzi No. 191, within Mouza - Tegharia, Police Station - Rajarhat, (presently Baguihati), P.O. Hatiyara, Municipal Holding Nos. RGM-AS/178/Block-H/12-13 and RGM-AS/113/2748/02-03, Ward No. 11 and 7 respectively, Rajarhat Gopalpur Municipality, District - 24-Parganas (North), Kolkata - 700157 and the same is butted and bounded in the manner as follows:

ON THE NORTH : By Dag Nos. 483, 482 and 481;
 ON THE SOUTH : By Dag Nos. 476 and 478;
 ON THE EAST : By Dag No.479;
 ON THE WEST : By Dag Nos.474 and 475;

THE SECOND SCHEDULE ABOVE REFERRED TO

"Said Unit"

All That the Residential Flat measuring Saleable area (Super Built-up) of 1086 Square Feet being Unit No. 4G on the 4th Floor of the building Together With Covered Car Parking Space for One Medium Sized Car on the Ground Floor of the said building complex named and known as "DAFFODIL LABELLA-VISTA" at Municipal Holding No. RGM-AS/178/12-13 in Ward No. 11 within Rajarhat Gopalpur Municipality, Police Station Rajarhat, District - 24-Parganas (North), Kolkata - 700157 and also shown and delineated in RED borders in the map or plan annexed hereto Together With undivided proportionate share or interest in the land beneath the building at Municipal Holding No. RGM-AS/178/12-13, more fully described in the *First Schedule* above written As Also the common parts, described in the *Fourth Schedule* hereunder written.

THE THIRD SCHEDULE ABOVE REFERRED TO

The Purchaser has proposed to pay the agreed consideration amount being the sum of Rs.50,61,200/- (Rupees Fifty Lakh Sixty One Thousand Two Hundred Only) as per his convenience and accepted by the First Party, in the manner as follows -

- Rs. 5,00,000/- (Rupees Five Lakh) only on Booking/ Application;
- Rs.42,06,916/= (Rupees Forty Two Lakh Six Thousand Nine Hundred Sixteen Only) on or before the execution of this Agreement;
- Rs.3,54,284/= (Rupees Three Lakh Fifty Four Thousand Two Hundred Eighty Four Only) on or before Final Notice for possession of the "said Unit" plus extra charges and deposits as mentioned herein.

THE FOURTH SCHEDULE ABOVE REFERRED TO

PART - 1

The common parts, areas and facilities mentioned in this Agreement shall include.

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- a) The beams supports, main walls, corridors, lobbies, stair-landings, stairways, pump room, lift well, lift machine rooms, transfer room, electric meters room entrance to and exits from the building and other areas and spaces of the building intended for the common use;
- b) Installation of common services such as water sewerage etc;
- c) Lifts, generator, pump, motor, pipes, ducts and all apparatus and installations in the said building for common use;
- d) Generator room and Caretaker room at the said building;
- e) Underground water reservoir and the overhead water tank;
- f) Community Hall, Swimming Pool, Health Club and Other amenities;
- g) Ultimate Roof on the top floor of the building;
- h) Passage on the ground level lying on the extreme south of the Front Premises bearing Municipal Holding No. RGM-133/07 for the egress and ingress of men and vehicle to and from main road.

Provided however that the First Party herein shall at all times be entitled at its own costs to make, install and affix sign boards, neon signs and other boards on the roof of the lift machine room and/or the roof of the building.

PART - II

Common Amenities and Facilities

Common amenities and facilities mentioned in this Agreement shall mean the following:-

1. The drainage, sewerage and the water supply system at the ad-joining building complex named "Daffodil Labella".
2. The passage leading from the Main Road to the said building complex and the same lying erected in the extreme South on the ground level of Municipal Holding No. RGM-AS/133/07.
3. The main entrance for ingress and egress to and from the above building complex by use of the above stated common passage.
4. Community Hall at the ad-joining building "Daffodil Labella".

Provided however that the owners/occupants of the building complex including the Purchaser herein shall be entitled to use and enjoy the above common amenities and facilities in common with the owners/occupants of the said ad-joining building named "Daffodil Labella". The owners/occupants of the above building complex as also those of the said ad-joining building "Daffodil Labella" shall proportionately bear the costs of the maintenance of the common amenities and facilities.

THE FIFTH SCHEDULE ABOVE REFERRED TO

Costs, expenses and other outgoings for which all Purchasers are to contribute proportionately

- a) The expenses of maintaining, repairing, redecoration, renewing the main structure and in particular the drainage, rain water discharge arrangement, water supply system, supply of electricity to all common areas mentioned in the Fourth Schedule hereto;
- b) The expenses of repairing, maintaining, white washing and colour washing the main structure of the building including the exterior of the building and also the common areas of the building described in the Fourth Schedule above written;

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Anil Kumar Chakraborty

- c) The cost of cleaning and lighting the entrance of the building the passage and space around the building lobby, corridors stair-case lift and other common areas;
- d) Cost of decorating the exterior of the premises;
- e) Salary, Wages, fees and remuneration of Durwans, Lift man, Sweepers, Plumbers, Electricians, Care-takers or any other persons whose appointment may be considered necessary for maintenance and protection of the "said Premises" and administration and management of the affairs thereof;
- f) All expenses of common services and in common with common areas and facilities;
- g) Such expenses other as are necessary incidental to the maintenance or up-keeping of the premises and of the common area facilities and amenities;

THE SIXTH SCHEDULED ABOVE REFERRED TO

SALIENT FEATURES:

STRUCTURE

Earthquake resistance RCC framed structure on concrete piles.

ELEVATION

Very attractive and uniquely finished Italian elevation

ENTRANCE LOBBY & UPPER LOBBIES

Designer marble/ granite flooring on entrance lobby and vitrified tiles on upper lobbies.

FLOORING

Vitrified tiles/ good quality marble.

DOORS

Solid wooden paneled main entrance doors, others ISI standard flush doors.

WINDOWS

Colored anodized aluminum casement windows.

KITCHEN

Granite counter top with stainless steel sink and ceramic glazed tiles up to 2 feet above counter, Exhaust fan, Provision for hot water.

TOILET

Good quality Ceramic tiles on floor and walls up to lintel level.

PLUMBING

Concealed plumbing with provision for hot & cold water with CP fittings (Jaguar / equivalent make).

ELECTRICAL

Concealed copper wiring. Modular plate switches of reputed brand. Special multistrand fire-resistant cables for better safety, longevity and fire insurance. Geyser points in toilets & kitchen. AC point in all rooms, TV and telephone points in rooms and hall.

Pavitra

Anshu Chohan

INTERNAL FINISH

All the interior walls will be finished with a coat of plaster of Paris.

LOCKS

Godrej make lock for all doors. Main door with night-latch.

WATER SUPPLY

Municipal water supply, supplemented by deep tube wells.

LIFT

High performance Three Elevators (six persons) of OTIS or equivalent.

NOTE: The layout and specification contained in the above schedule are tentative and subject to alternation/modification on account of technical reasons, without any reference.

IN WITNESS WHEREOF the First Party and the Purchaser above named have put their respective hands and seals the day, month and year first above written.

SIGNED, SEALED AND DELIVERED

by the FIRST PARTY abovenamed at
Kolkata in the presence of:

For DAFFODIL PROJECTS PVT. LTD.

Harsharan Singh

Director

SIGNED, SEALED AND DELIVERED

by the SECOND PARTY abovenamed at
Kolkata in the presence of:

HEMANTA SINGH & PRASAD & CO. ADVOCATES

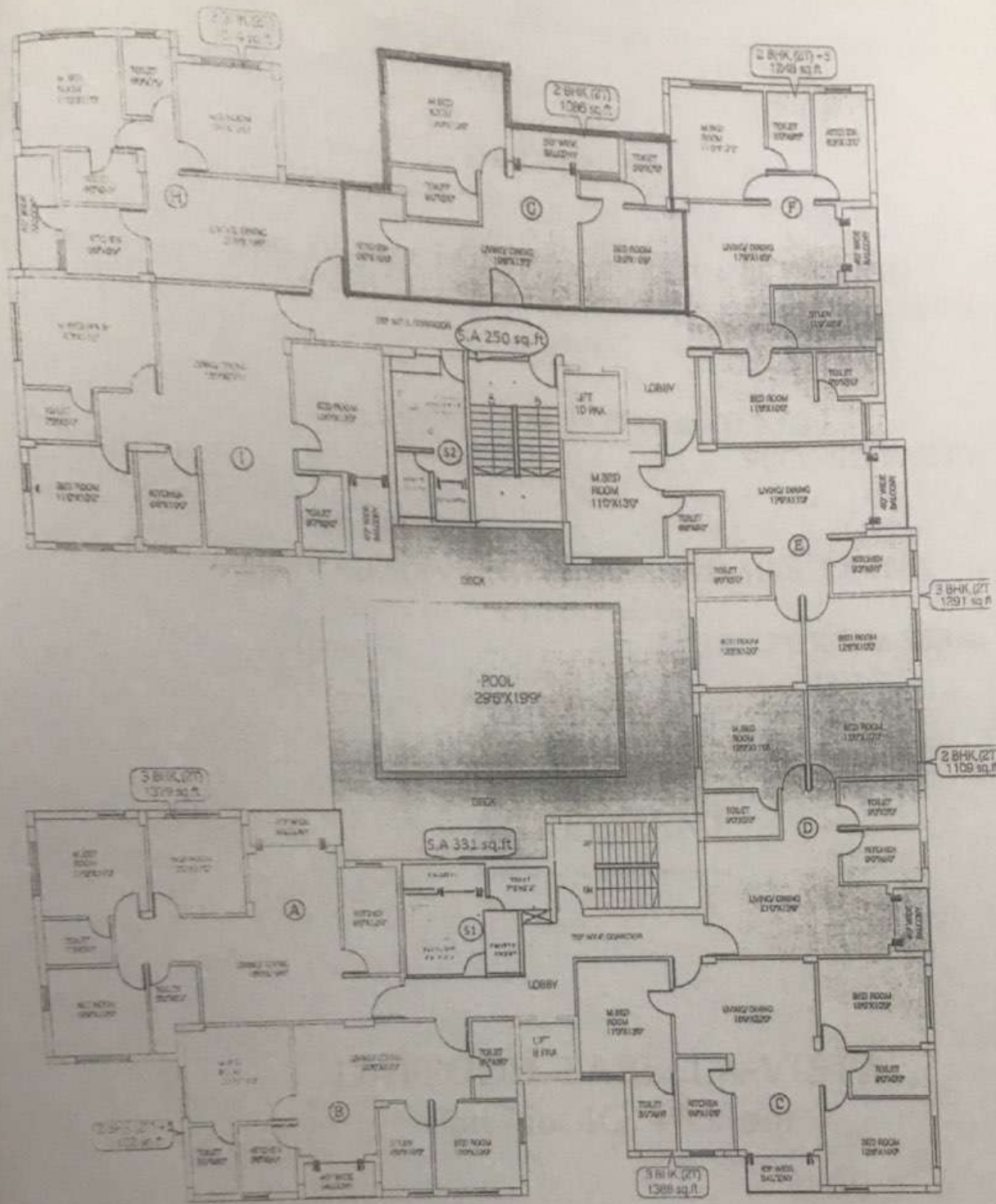
Harsharan Singh

CONSTITUTED ATTORNEY

Harsharan Singh
Parula

SIGNED, SEALED AND DELIVERED

by the PURCHASER(s) above named at
Kolkata in the presence of:



Vishnu Chandra

Parita

EDF UNIFODIL PROJECTS PVT. LTD.

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BRAND NAME: ...
 LAK: ...
 HEAL: ...

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... ATTORNEY