



पश्चिमवङ्ग पश्चिम बंगाल WEST BENGAL

70AA 253507

AGREEMENT

1. Date: 30-11-2013
2. Place: Kolkata
3. Parties
  - 3.1.1 **Acyumen Vinimay Private Limited**, a company incorporated under the Companies Act, 1956, having its registered office at Unnayan Commercial Center, 1<sup>st</sup> Floor, 1050/1, Survey Park, Kolkata - 700 075, Police Station - Jadavpur East;
  - 3.1.2 **Olay Tracom Private Limited**, a company incorporated under the Companies Act, 1956, having its registered office at Unnayan Commercial Center, 1<sup>st</sup> Floor, 1050/1, Survey Park, Kolkata - 700 075, Police Station - Jadavpur East;
  - 3.1.3 **Raghav Dealmark Private Limited**, a company incorporated under the Companies Act, 1956, having its registered office at Unnayan Commercial Center, 1<sup>st</sup> Floor, 1050/1, Survey Park, Kolkata - 700 075, Police Station - Jadavpur East;

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- 3.1.4 **Rapid Tracom Private Limited**, a company incorporated under the Companies Act, 1956, having its registered office at Unnayan Commercial Center, 1<sup>st</sup> Floor, 1050/1, Survey Park, Kolkata - 700 075, Police Station - Jadavpur East;
- 3.1.5 **Revolution Vinimay Private Limited**, a company incorporated under the Companies Act, 1956, having its registered office at Unnayan Commercial Center, 1<sup>st</sup> Floor, 1050/1, Survey Park, Kolkata - 700 075, Police Station - Jadavpur East;
- 3.1.6 **Risewell Dealmark Private Limited**, a company incorporated under the Companies Act, 1956, having its registered office at Unnayan Commercial Center, 1<sup>st</sup> Floor, 1050/1, Survey Park, Kolkata - 700 075, Police Station - Jadavpur East;
- 3.1.7 **Risewell Tracom Private Limited**, a company incorporated under the Companies Act, 1956, having its registered office at Unnayan Commercial Center, 1<sup>st</sup> Floor, 1050/1, Survey Park, Kolkata - 700 075, Police Station - Jadavpur East;
- 3.1.8 **Rising Tie-Up Private Limited**, a company incorporated under the Companies Act, 1956, having its registered office at Unnayan Commercial Center, 1<sup>st</sup> Floor, 1050/1, Survey Park, Kolkata - 700 075, Police Station - Jadavpur East;
- 3.1.9 **Revolution Tie-Up Private Limited**, a company incorporated under the Companies Act, 1956, having its registered office at Unnayan Commercial Center, 1<sup>st</sup> Floor, 1050/1, Survey Park, Kolkata - 700 075, Police Station - Jadavpur East;
- 3.1.10 **Raghav Tracom Private Limited**, a company incorporated under the Companies Act, 1956, having its registered office at Unnayan Commercial Center, 1<sup>st</sup> Floor, 1050/1, Survey Park, Kolkata - 700 075, Police Station - Jadavpur East;
- 3.1.11 **Rapid Barter Private Limited**, a company incorporated under the Companies Act, 1956, having its registered office at Unnayan Commercial Center, 1<sup>st</sup> Floor, 1050/1, Survey Park, Kolkata - 700 075, Police Station - Jadavpur East;
- 3.1.12 **Refresh Vinimay Private Limited**, a company incorporated under the Companies Act, 1956, having its registered office at Unnayan Commercial Center, 1<sup>st</sup> Floor, 1050/1, Survey Park, Kolkata - 700 075, Police Station - Jadavpur East;
- 3.1.13 **Revolution Dealtrade Private Limited**, a company incorporated under the Companies Act, 1956, having its registered office at Unnayan Commercial Center, 1<sup>st</sup> Floor, 1050/1, Survey Park, Kolkata - 700 075, Police Station - Jadavpur East;
- 3.1.14 **Relay Barter Private Limited**, a company incorporated under the Companies Act, 1956, having its registered office at Unnayan Commercial Center, 1<sup>st</sup> Floor, 1050/1, Survey Park, Kolkata - 700 075, Police Station - Jadavpur East;
- 3.1.15 **Relay Tie Up Private Limited**, a company incorporated under the Companies Act, 1956, having its registered office at Unnayan Commercial Center, 1<sup>st</sup> Floor, 1050/1, Survey Park, Kolkata - 700 075, Police Station - Jadavpur East;
- 3.1.16 **Plazma Barter Private Limited**, a company incorporated under the Companies Act, 1956, having its registered office at Unnayan Commercial Center, 1<sup>st</sup> Floor, 1050/1, Survey Park, Kolkata - 700 075, Police Station - Jadavpur East;
- 3.1.17 **Rapid Commosales Private Limited**, a company incorporated under the Companies Act, 1956, having its registered office at Unnayan Commercial Center, 1<sup>st</sup> Floor, 1050/1, Survey Park, Kolkata - 700 075, Police Station - Jadavpur East;
- 3.1.18 **Rapid Dealmark Private Limited**, a company incorporated under the Companies Act, 1956, having its registered office at Unnayan Commercial Center, 1<sup>st</sup> Floor, 1050/1, Survey Park, Kolkata - 700 075, Police Station - Jadavpur East;
- 3.1.19 **Rapid Vinimay Private Limited**, a company incorporated under the Companies Act, 1956, having its registered office at Unnayan Commercial Center, 1<sup>st</sup> Floor, 1050/1, Survey Park, Kolkata - 700 075, Police Station - Jadavpur East;

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- 3.1.20 **Refresh Tracom Private Limited**, a company incorporated under the Companies Act, 1956, having its registered office at Unnayan Commercial Center, 1<sup>st</sup> Floor, 1050/1, Survey Park, Kolkata - 700 075, Police Station - Jadavpur East;
- 3.1.21 **Refresh Vintrade Private Limited**, a company incorporated under the Companies Act, 1956, having its registered office at Unnayan Commercial Center, 1<sup>st</sup> Floor, 1050/1, Survey Park, Kolkata - 700 075, Police Station - Jadavpur East;
- 3.1.22 **Review Barter Private Limited**, a company incorporated under the Companies Act, 1956, having its registered office at Unnayan Commercial Center, 1<sup>st</sup> Floor, 1050/1, Survey Park, Kolkata - 700 075, Police Station - Jadavpur East;
- 3.1.23 **Review Dealtrade Private Limited**, a company incorporated under the Companies Act, 1956, having its registered office at Unnayan Commercial Center, 1<sup>st</sup> Floor, 1050/1, Survey Park, Kolkata - 700 075, Police Station - Jadavpur East;
- 3.1.24 **Review Tie-Up Private Limited**, a company incorporated under the Companies Act, 1956, having its registered office at Unnayan Commercial Center, 1<sup>st</sup> Floor, 1050/1, Survey Park, Kolkata - 700 075, Police Station - Jadavpur East;
- 3.1.25 **Review Tracom Private Limited**, a company incorporated under the Companies Act, 1956, having its registered office at Unnayan Commercial Center, 1<sup>st</sup> Floor, 1050/1, Survey Park, Kolkata - 700 075, Police Station - Jadavpur East;
- 3.1.26 **Review Vinimay Private Limited**, a company incorporated under the Companies Act, 1956, having its registered office at Unnayan Commercial Center, 1<sup>st</sup> Floor, 1050/1, Survey Park, Kolkata - 700 075, Police Station - Jadavpur East;
- 3.1.27 **Revolution Barter Private Limited**, a company incorporated under the Companies Act, 1956, having its registered office at Unnayan Commercial Center, 1<sup>st</sup> Floor, 1050/1, Survey Park, Kolkata - 700 075, Police Station - Jadavpur East;
- 3.1.28 **Relay Vinimay Private Limited**, a company incorporated under the Companies Act, 1956, having its registered office at Unnayan Commercial Center, 1<sup>st</sup> Floor, 1050/1, Survey Park, Kolkata - 700 075, Police Station - Jadavpur East;
- 3.1.29 **Resume Barter Private Limited**, a company incorporated under the Companies Act, 1956, having its registered office at Unnayan Commercial Center, 1<sup>st</sup> Floor, 1050/1, Survey Park, Kolkata - 700 075, Police Station - Jadavpur East;
- 3.1.30 **Resume Commosales Private Limited**, a company incorporated under the Companies Act, 1956, having its registered office at Unnayan Commercial Center, 1<sup>st</sup> Floor, 1050/1, Survey Park, Kolkata - 700 075, Police Station - Jadavpur East;
- 3.1.31 **Resume Tracom Private Limited**, a company incorporated under the Companies Act, 1956, having its registered office at Unnayan Commercial Center, 1<sup>st</sup> Floor, 1050/1, Survey Park, Kolkata - 700 075, Police Station - Jadavpur East;
- 3.1.32 **Resume Vinimay Private Limited**, a company incorporated under the Companies Act, 1956, having its registered office at Unnayan Commercial Center, 1<sup>st</sup> Floor, 1050/1, Survey Park, Kolkata - 700 075, Police Station - Jadavpur East;
- 3.1.33 **Reverse Barter Private Limited**, a company incorporated under the Companies Act, 1956, having its registered office at Unnayan Commercial Center, 1<sup>st</sup> Floor, 1050/1, Survey Park, Kolkata - 700 075, Police Station - Jadavpur East;
- 3.1.34 **Reverse Commosales Private Limited**, a company incorporated under the Companies Act, 1956, having its registered office at Unnayan Commercial Center, 1<sup>st</sup> Floor, 1050/1, Survey Park, Kolkata - 700 075, Police Station - Jadavpur East;
- 3.1.35 **Reverse Dealmark Private Limited**, a company incorporated under the Companies Act, 1956, having its registered office at Unnayan Commercial Center, 1<sup>st</sup> Floor, 1050/1, Survey Park, Kolkata - 700 075, Police Station - Jadavpur East;

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- 3.1.36 **Reverse Tie-Up Private Limited**, a company incorporated under the Companies Act, 1956, having its registered office at Unnayan Commercial Center, 1<sup>st</sup> Floor, 1050/1, Survey Park, Kolkata - 700 075, Police Station - Jadavpur East;
- 3.1.37 **Reverse Tracom Private Limited**, a company incorporated under the Companies Act, 1956, having its registered office at Unnayan Commercial Center, 1<sup>st</sup> Floor, 1050/1, Survey Park, Kolkata - 700 075, Police Station - Jadavpur East;
- 3.1.38 **Reverse Vinimay Private Limited**, a company incorporated under the Companies Act, 1956, having its registered office at Unnayan Commercial Center, 1<sup>st</sup> Floor, 1050/1, Survey Park, Kolkata - 700 075, Police Station - Jadavpur East;
- 3.1.39 **Round Vinimay Private Limited**, a company incorporated under the Companies Act, 1956, having its registered office at Unnayan Commercial Center, 1<sup>st</sup> Floor, 1050/1, Survey Park, Kolkata - 700 075, Police Station - Jadavpur East;
- 3.1.40 **Rebate Barter Private Limited**, a company incorporated under the Companies Act, 1956, having its registered office at Unnayan Commercial Center, 1<sup>st</sup> Floor, 1050/1, Survey Park, Kolkata - 700 075, Police Station - Jadavpur East;
- 3.1.41 **Rebate Commosales Private Limited**, a company incorporated under the Companies Act, 1956, having its registered office at Unnayan Commercial Center, 1<sup>st</sup> Floor, 1050/1, Survey Park, Kolkata - 700 075, Police Station - Jadavpur East;
- 3.1.42 **Rebate Dealmark Private Limited**, a company incorporated under the Companies Act, 1956, having its registered office at Unnayan Commercial Center, 1<sup>st</sup> Floor, 1050/1, Survey Park, Kolkata - 700 075, Police Station - Jadavpur East;
- 3.1.43 **Rebate Tie Up Private Limited**, a company incorporated under the Companies Act, 1956, having its registered office at Unnayan Commercial Center, 1<sup>st</sup> Floor, 1050/1, Survey Park, Kolkata - 700 075, Police Station - Jadavpur East;
- 3.1.44 **Rebate Tracom Private Limited**, a company incorporated under the Companies Act, 1956, having its registered office at Unnayan Commercial Center, 1<sup>st</sup> Floor, 1050/1, Survey Park, Kolkata - 700 075, Police Station - Jadavpur East;
- 3.1.45 **Rebate Vinimay Private Limited**, a company incorporated under the Companies Act, 1956, having its registered office at Unnayan Commercial Center, 1<sup>st</sup> Floor, 1050/1, Survey Park, Kolkata - 700 075, Police Station - Jadavpur East;
- 3.1.46 **Recast Barter Private Limited**, a company incorporated under the Companies Act, 1956, having its registered office at Unnayan Commercial Center, 1<sup>st</sup> Floor, 1050/1, Survey Park, Kolkata - 700 075, Police Station - Jadavpur East;
- 3.1.47 **Round Barter Private Limited**, a company incorporated under the Companies Act, 1956, having its registered office at Unnayan Commercial Center, 1<sup>st</sup> Floor, 1050/1, Survey Park, Kolkata - 700 075, Police Station - Jadavpur East;
- 3.1.48 **Round Commosales Private Limited**, a company incorporated under the Companies Act, 1956, having its registered office at Unnayan Commercial Center, 1<sup>st</sup> Floor, 1050/1, Survey Park, Kolkata - 700 075, Police Station - Jadavpur East;
- 3.1.49 **Round Tie Up Private Limited**, a company incorporated under the Companies Act, 1956, having its registered office at Unnayan Commercial Center, 1<sup>st</sup> Floor, 1050/1, Survey Park, Kolkata - 700 075, Police Station - Jadavpur East;
- 3.1.50 **Round Tracom Private Limited**, a company incorporated under the Companies Act, 1956, having its registered office at Unnayan Commercial Center, 1<sup>st</sup> Floor, 1050/1, Survey Park, Kolkata - 700 075, Police Station - Jadavpur East;
- 3.1.51 **Recast Dealmark Private Limited**, a company incorporated under the Companies Act, 1956, having its registered office at Unnayan Commercial Center, 1<sup>st</sup> Floor, 1050/1, Survey Park, Kolkata - 700 075, Police Station - Jadavpur East;

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- 3.1.52 **Recast Tie Up Private Limited**, a company incorporated under the Companies Act, 1956, having its registered office at Unnayan Commercial Center, 1<sup>st</sup> Floor, 1050/1, Survey Park, Kolkata - 700 075, Police Station - Jadavpur East;
- 3.1.53 **Recast Tracom Private Limited**, a company incorporated under the Companies Act, 1956, having its registered office at Unnayan Commercial Center, 1<sup>st</sup> Floor, 1050/1, Survey Park, Kolkata - 700 075, Police Station - Jadavpur East;
- 3.1.54 **Recast Vinimay Private Limited**, a company incorporated under the Companies Act, 1956, having its registered office at Unnayan Commercial Center, 1<sup>st</sup> Floor, 1050/1, Survey Park, Kolkata - 700 075, Police Station - Jadavpur East (PAN AAFCR2012R);
- 3.1.55 **Recent Tie Up Private Limited**, a company incorporated under the Companies Act, 1956, having its registered office at Unnayan Commercial Center, 1<sup>st</sup> Floor, 1050/1, Survey Park, Kolkata - 700 075, Police Station - Jadavpur East (PAN AAFCR2015J);
- 3.1.56 **Recent Vinimay Private Limited**, a company incorporated under the Companies Act, 1956, having its registered office at Unnayan Commercial Center, 1<sup>st</sup> Floor, 1050/1, Survey Park, Kolkata - 700 075, Police Station - Jadavpur East;
- 3.1.57 **Reform Vinimay Private Limited**, a company incorporated under the Companies Act, 1956, having its registered office at Unnayan Commercial Center, 1<sup>st</sup> Floor, 1050/1, Survey Park, Kolkata - 700 075, Police Station - Jadavpur East;
- 3.1.58 **Revert Barter Private Limited**, a company incorporated under the Companies Act, 1956, having its registered office at Unnayan Commercial Center, 1<sup>st</sup> Floor, 1050/1, Survey Park, Kolkata - 700 075, Police Station - Jadavpur East;
- 3.1.59 **Revert Commosales Private Limited**, a company incorporated under the Companies Act, 1956, having its registered office at Unnayan Commercial Center, 1<sup>st</sup> Floor, 1050/1, Survey Park, Kolkata - 700 075, Police Station - Jadavpur East;
- 3.1.60 **Revert Dealmark Private Limited**, a company incorporated under the Companies Act, 1956, having its registered office at Unnayan Commercial Center, 1<sup>st</sup> Floor, 1050/1, Survey Park, Kolkata - 700 075, Police Station - Jadavpur East;
- 3.1.61 **Revert Tie Up Private Limited**, a company incorporated under the Companies Act, 1956, having its registered office at Unnayan Commercial Center, 1<sup>st</sup> Floor, 1050/1, Survey Park, Kolkata - 700 075, Police Station - Jadavpur East;
- 3.1.62 **Relation Group**, a partnership firm, having its office at Village - Balarampur, Post Office - Bon Hooghly, Police Station - Sonarpur, Kolkata - 700 103,  
(Collectively Sellers, include successors-in-interest) duly represented by their Constituted Attorney namely, Sri Amitabh Roy, son of Sri Sunil Kumar Roy of Premises No. 3-A, P-35, Motijheel Avenue, Kolkata 700 074,

And

- 3.2 **Sonartori Projects**, a partnership firm having its registered office at 186, Rajarhat Road, Kolkata - 700 157, Police Station - Rajarhat, duly represented by one of its Partners amongst Soumita Projects Pvt. Ltd. represented by its Director Mr. Amitabh Roy, Well Homes Projects Private Limited, represented by its director Mr. Samaresh Das & MountHill Realty Private Limited, represented by its director Mr. Hemont Kumar Sikaria,

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

And

- 3.3 **Dauly Mishra**, wife of Sanjeev Kumar Mishra, residing at F-5, 203, Sugampark, 195, N.S. Road, Narendrapur, Police Station Sonarpur Kolkata- 700103 [PAN AHFPM6550M]  
(Buyer, includes successors-in-interest).

Owners and Developer collectively Sellers.

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

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

**4. Subject Matter of Agreement**

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

4.1.1 **Said Flat :** Residential **Flat No.- 304**, on **3<sup>rd</sup> Floor**, super built up area approximately **1167 (one thousand one hundred and sixty seven) square feet** in **Block - A**, described in **Part - I** of the **2<sup>nd</sup> Schedule** below (**Said Flat**), in the proposed building named "**Patther Ppanchali**" (**Said Building**) forming part of the independent and separately sanctioned block of buildings (**Said Block**) of the project (**Said Complex**), to be constructed on an area under Sonarpur Police Station, within Ward No.- 33 of Rajpur-Sonarpur Municipality (**RSM**), *Mouzas* - Boral and Paschim nischintapur, J.L. Nos.- 60 and 61, Sub-Registration District - Sonarpur, District - South 24 Parganas and described in the **1<sup>st</sup> Schedule** below (**Said Premises**).

4.1.2 **Land Share:** Subject to the provisions of Clause 6.1.1 below, undivided, impartible, proportionate and variable share in the land underneath the Said Building, comprising a part of the Said Premises, as be attributable and appurtenant to the Said Flat (**Land Share**). The Land Share is/shall be derived by taking into consideration the proportion which the super built up area of the Said Flat bears to the total super built up area of the Said Building.

4.1.3 **Parking Space:** The right to park in the parking space/s described in **Part - II** of **2<sup>nd</sup> Schedule** below (**Parking Space**), if any.

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

4.1.5 **Share In Block Common Portions:** Undivided, impartible, proportionate and variable share and/or interest in the common areas, amenities and facilities of the Said Block, as be attributable and appurtenant to the Said Flat (**Share In Block Common Portions**), the said common areas, amenities and facilities. It is clarified that the Block Common Portions shall always be and remain subject to change and modification, as be deemed fit and necessary by the Sellers, to accommodate their future plans regarding the Said Complex and the Buyer hereby accepts the same and shall not, under any circumstances, raise any objection or hindrance thereto.

The Building Common Portions and the Block Common Portions collectively **Common Portions**.

4.1.6 **Easement Rights over Complex Common Portions:** Right of easement on facilities and amenities which may be provided by the Sellers for common benefit and utilization of all or specified portions of the Said Complex. It is clarified that some or all of the Complex Common Portions may either be located outside the Said Premises or may be part of the Said Premises. If some of the Complex Common Portions are part of the Said Premises, then and in such event such part of the Said Premises on which the Complex Common Portions are located shall be deemed to be excluded from the area of the Said Premises. It is further clarified that the Complex Common Portions shall always be and remain subject to change and modification, as be deemed fit and necessary by the Sellers, to accommodate their future plans regarding the Said Complex and the Buyer hereby accepts the same and shall not, under any circumstances, raise any objection or hindrance thereto.

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

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Signature

## 5. Background

- 5.1.1 **Absolute Ownership:** The Sellers have represented to the Buyer that the Sellers are the joint owners of the Said Premises, free from all encumbrances and the Sellers are in peaceful possession thereof.
- 5.1.2 **Development Agreement:** With the intention of developing and commercially exploiting the Said Premises by constructing the Said Building, Said Block and Said Complex thereon and selling the flats and other covered and open spaces therein (**Flats**), the Owners have entered into a Development Agreement with the Developer.
- 5.1.3 **Sanctioned Plans:** Pursuant to the Development Agreement, for construction of the Said Building, Said Block and Said Complex, the Developer has got a building plan sanctioned by the RSM vide **Sanction No.1591/CB/33/12 dated 23/11/2012 (Sanctioned Plans**, which includes all sanctioned/permmissible modifications made thereto, if any, from time to time).
- 5.1.4 **Allocation:** By mutual consent, certain Flats in the Said Building, Said Block and Said Complex, have been allocated to the Owners (collectively **Owners' Allocation**) and certain other Flats in the Said Building have been allocated to the Developer (collectively **Developer's Allocation**). The Said Flat and Appurtenances is comprised in and forms part of the Owners' Allocation.
- 5.1.5 **Application and Allotment:** The Buyer has applied to the Owners for purchase of the Said Flat and Appurtenances and the Owners have allotted the same to the Buyer conditional upon the Buyer entering into this Agreement.
- 5.1.6 **Agreement to Record:** Pursuant to the aforesaid application made by the Buyer and the allotment made by the Owners, this Agreement is being entered into between the Parties for recording the conclusive and comprehensive terms and conditions (superseding all previous documents and understandings) for sale of the Said Flat And Appurtenances by the Sellers to the Buyer.
- 5.1.7 **Joining of Developer:** In as much as the Said Complex is being constructed by the Developer in terms of the Development Agreement, various obligations under this Agreement have to be performed by the Developer and hence the Developer is a party to this Agreement. It is clarified that the Developer has no pecuniary interest in the Said Flat And Appurtenances (which is the subject matter of this Agreement) **save** the right to receive the diverse sums as mentioned in various places of this Agreement.

## 6. Conditions Precedent

- 6.1 **Acceptance of Conditions Precedent:** The Parties have accepted and agreed that the following are and shall be the conditions precedent to this Agreement:
- 6.1.1 **Understanding of Scheme by Buyer:** The undertaking and covenant of the Buyer that the Buyer has understood and accepted the under mentioned scheme of development of the Sellers:
- (a) **Development of Said Complex:** The Sellers and adjoining owners intend to develop the entirety of the Said Block and the Said Complex in due course and the Buyer hereby accepts the same and shall not, under any circumstances, raise any objection or hindrance thereto.
  - (b) **Sanctioned Plans Independent:** In pursuance of such intention, the Sellers have presently got the Sanctioned Plans of the Said Block sanctioned by RSM, independently and separately.
  - (c) **Extent of Ownership:** The ownership rights of the Buyer are limited to the Said Flat, the Parking Space, if any, the Building Common Portions, the Block Common Portions and the Buyer hereby accepts the same and the Buyer shall not, under any circumstances, raise any claim of ownership on the Complex Common Portions (excluding the Said Club defined in Clause 10.1 below) or any other component or constituent.
  - (d) **Common Portions Subject to Change:** The Building Common Portions, the Block Common Portions and the Complex Common Portions shall always be and remain subject to change and modification, as be deemed fit and necessary by the Sellers, to accommodate their future plans regarding the Said Complex and the Buyer hereby accepts the same and the Buyer shall not, under any circumstances, raise any objection or hindrance thereto.

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- (e) **Only Easements on Complex Common Portions:** The Buyer shall only have easement rights on the Complex Common Portions (except the Said Club) and the Buyer hereby accepts the same and the Buyer shall not, under any circumstances, raise any claim of ownership on any component or constituent of the Complex Common Portions.
- (f) **Location of Complex Common Portions:** The Complex Common Portions may either be located outside the Said Premises or may be part of the Said Premises; if some of the Complex Common Portions are part of the Said Premises, then and in such event such part of the Said Premises on which the Complex Common Portions are located shall be deemed to be excluded from the area of the Said Premises. The Buyer hereby accepts the same and shall not, under any circumstances, raise any objection or hindrance in this regard.
- 6.1.2 **Financial and Other Capacity of Buyer :** The undertaking of the Buyer to the Developer that the Buyer has the financial and other resources to meet and comply with all financial and other obligations under this Agreement, punctually.
- 6.1.3 **Satisfaction of Buyer :** The undertaking of the Buyer to the Sellers that the Buyer is acquainted with, fully aware of and is thoroughly satisfied about the title of the Sellers, the Sanctioned Plans, all the background papers, the right of the Sellers to enter into this Agreement and the extent of the rights being granted in favour of the Buyer, and the Buyer shall not raise any objection with regard thereto.
- 6.1.4 **Measurement :** The mutual agreement and acceptance by and between the Parties that the measurement of the Said Flat as mentioned in this Agreement is tentative and (1) the final measurement of the Said Flat will be done by the Developer on completion of its construction, (2) the built up area (including proportionate share of staircase and lobby of the concerned floor) of the Said Flat shall be certified by its Engineer, Architect as may be appointed by the Developer from time to time (Architect/Engineer), (3) built up area of the Said Flat will be 30% (thirty percent) less than the super built up area and (4) neither of the Parties shall question and/or challenge the built up area certified by the Architect/Engineer, at any time or under any circumstances. The Total Price (defined in Clause 8.1 below) shall increase or decrease on the basis of the final measurement done by the Architect/Engineer in the above manner.
- 6.1.5 **Parking Space Allotment :** The mutual agreement and acceptance by and between the Parties that (1) the Parking Space (if any has been agreed to be taken by the Buyer) shall be allotted to the Buyer after completion of construction of the Said Building but simultaneously with delivery of possession of the Said Flat, (2) if covered, the Parking Space shall be at the ground floor of the Said Building and if open, at any place at the ground level of the Said Premises, (3) the Parking Space can only be used for parking of a medium sized motor car/two wheeler of the Buyer and not for any other purposes and (4) the Buyer will have only right to park in the Parking Space.
- 6.1.6 **Rights Confined to Said Flat And Appurtenances:** The undertaking of the Buyer to the Sellers that the right, title and interest of the Buyer is confined only to the Said Flat And Appurtenances and the Sellers are entitled to deal with and dispose off all other portions of the Said Building to third parties at the sole discretion of the Sellers, to which the Buyer, under no circumstances, shall be entitled to raise any objection.
- 6.1.7 **Covenants :** The mutual agreement and acceptance by and between the Parties that (1) the covenants of the Buyer (Buyer's Covenants) and the covenants of the Sellers (Sellers' Covenants) as mentioned in Clause 10 and its Sub Clauses below shall perpetually run with the land, (2) the Buyer's Covenants and the Sellers' Covenants (collectively Covenants) shall bind them and their successors-in-title or interest and (3) this Agreement is based on the undertaking that the Buyer's Covenants and the Sellers' Covenants shall be strictly performed by the Buyer and the Sellers, respectively.
- 6.1.8 **Common Portions Subject to Change:** The mutual agreement and acceptance by and between the Parties that although the Common Portions are described in the 3<sup>rd</sup> Schedule below, the said description is only indicative and is not intended to bind the Developer in any manner. The Developer shall, in the absolute discretion of the Developer, be entitled to

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modify or improvise upon the Common Portions and the Buyer shall not have any claim, financial or otherwise, against the Developer for such modification or improvisation.

- 6.1.9 **Addition/Alteration of Said Building :** The undertaking of the Buyer to the Developer that notwithstanding anything contained in this Agreement, the Buyer has no objection and shall under no circumstances have any objection to Developer (1) modifying the Sanctioned Plans (excluding the portion relating to the Said Flat), if necessary and (2) granting all forms of unfettered and perpetual proportionate right of ownership and use over the Common Portions of the Said Building and the Said Premises to other Intending Buyer.

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

7. **Commencement and Validity**

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

8. **Total Price, Payment and Extras**

- 8.1 **Total Price :** The consideration for sale of Said Flat, Land Share, Share In Building Common Portions, Share In Block Common Portions and grant of Easement Rights over the Complex Common Portions is Rs 1750500/- (Rupees Seventeen Lakh Fifty thousand Five hundred - only), And for right to park 1 (One) medium sized car in the Covered space in the ground floor of any block in the Said Complex of the Said Premises is Rs. 200000/- (Rupees Two Lakh only only) aggregating to Rs 1950500/- (Rupees Nineteen Lakh Fifty thousand Five hundred only) (collectively Total Price) plus Service Tax as applicable which the Parties confirm and accept. The Total Consideration has been fixed by mutual consent and hence it shall not be open to question by any Party provided however the Total Price shall vary proportionately in the manner mentioned in Clause 6.1.4 above and does not include the Extras (defined in Clause 8.4 below).

- 8.2 **Payment of Total Price :** The Total Price shall be paid by the Buyer immediately on execution of this agreement, time being the essence of contract. The Buyer agrees and covenants not to claim any right or possession over and in respect of the Said Flat And Appurtenances till such time the Buyer has paid the entirety of the Extras under this Agreement.

- 8.3 **Notice for Payment :** Seller will not raise any further notice for payment to the buyer as the buyer is paying entire consideration at the time of execution of this agreement.

- 8.4 **Extras :** In addition to the Total Price, the Buyer shall also pay to the Sellers, as and when demanded the following amounts (collectively Extras), (In case the Buyer sells off his unit the same amount will be paid directly to the Developer in favor of Sonatori Projects, by the new prospective buyer) wholly (as the case may be) towards:

- 8.4.1 **Increase Due to Circumstances Of Force Majeure :** Any increase and /or escalation in the cost of construction due to Circumstances Of Force Majeure (defined in Clause 15.1 below), proportionately.

- 8.4.2 **Special Amenities/Facilities:** providing any special amenities/facilities in the Common Portions and the Complex Common Portions (save and except those described in the 3<sup>rd</sup> Schedule below) and improved specifications of construction of the Said Flat and/or the Said Building over and above the specifications described in the 4<sup>th</sup> Schedule below (Specifications), proportionately.

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- 8.4.3 **Electricity:** obtaining HT/LT electricity supply from the supply agency, which is \$40/- (Rupees Forty only) per square feet for the Said Flat.
- 8.4.4 **Electricity Meter for Common Portions :** Security deposit and all other billed charges of the supply agency for providing electricity/meter to the Common Portions, proportionately.
- 8.4.5 **Generator:** Stand-by power supply to the Said Flat from diesel generators, @ \$35,000/- (Rupees Thirty Five Thousand only) KVA.
- 8.4.6 **Betterment Fees :** betterment or other levies that may be charged/imposed by any government authorities or statutory bodies on the Said Premises or the Said Flat and Appurtenances or its transfer in terms hereof, proportionately.
- 8.4.7 **Taxes :** Service Tax, Works Contract Tax, Value Added Tax or any other tax and imposition levied by the State Government, Central Government or any other authority or body on the Sellers, from time to time, proportionately, if levied as a whole on the Said Block and wholly, if levied specifically on the Said Flat And Appurtenances.
- 8.4.8 **Electricity Meter for Said Flat :** security deposit and all other billed charges of the supply agency for providing electricity meter to the Said Flat, at actual.
- 8.4.9 **Legal Fees, Stamp Duty and Registration Costs:** Fees of Legal Advisors, who have drawn this Agreement and shall draw all further documents will be. 1 % of the total consideration or market value whichever will be the higher which shall be paid before one week of the Date of Registration of the Sale Deed. Stamp duty, registration fees, fixed miscellaneous expenses for registration and all other fees and charges, if any, shall be borne by the Buyer and paid 2 (two) days prior to the date of registration.
- 8.4.10 **Common Expenses/Maintenance Charges and Rates & Taxes :** Common expenses/maintenance charges described in the 5<sup>th</sup> Schedule below (**Common Expenses/Maintenance Charges**) along with RSM Tax, Land Revenue (*Khazna*), surcharge, levies, cess etc. (collectively **Rates & Taxes**), proportionately from the Date Of Possession Notice (defined in Clause 9.6.2 below). It is clarified that the Common Expenses/Maintenance Charges shall include cost of operation, maintenance, repair and replacement of the Complex Common Portions (excluding the Said Club). Simultaneously with the payment of the last installment of the Total Price, the Buyer shall pay to the Developer a consolidated sum @ \$18/- (**Rupees Eighteen only**) per square feet of the super built up area of the Said Flat, which amount shall be utilized by the Sellers for defraying Common Expenses/Maintenance Charges for maximum six months from the date of possession of the said block. It is clarified that (1) the Said Complex/Said Block may be maintained through the Facility Manager (defined in Clause 9.9 below), in which event all payments shall be made by the Sellers to the Facility Manager, after the aforesaid sum of \$21000/- (**Rupees Twenty One thousand and six only**) only) is exhausted. (2) the supervision of maintenance of the Said Block shall be handed over by the Sellers to a body of flat owners of the Said Block, which may be a syndicate, committee, body corporate, company or association under the West Bengal Apartment Ownership Act, 1972 (**Association**), as soon as be practicable, so that the Association may deal directly with the Facility Manager and (3) the Association shall be bound to form a common maintenance body with all similar associations of all other Blocks/portions of the Said Complex for supervision of maintenance of the Complex Common Portions (**Apex Body**).
- 8.4.11 **Change in Total Price :** Any increase or decrease in the Total Price due to increase or decrease in measurement of the Said Flat, at the rate at which the
- Total Price has been computed. However, the basic sale price on the rate @per sq. ft. shall remain fixed.
- 8.4.12 **Club membership fee:** One time Fees for Club membership of \$1,50,000/- (Rupees One Lac Fifty Thousand only) along with applicable service tax has to be deposited in two installments.

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9. Construction and Completion of Sale

- 9.1 **Construction by Developer:** The Developer shall construct, complete and finish the Said Flat And Appurtenances in accordance with the Sanctioned Plans or as may be recommended by the Architect/Engineer, as per the Specifications described in the 4<sup>th</sup> Schedule below.
- 9.2 **Quality, Workmanship and Acceptance of Variations etc.:** The decision of the Architect/Engineer regarding quality and workmanship shall be final and binding on the Parties. The Buyer hereby consents to the variations, modifications or alterations as may be recommended by the Architect/Engineer and hereby further agrees not to raise any objection to the Developer and/or the Architect/Engineer making such variations, modifications or alterations.
- 9.3 **No Hindrance:** The Buyer shall not do any act, deed or thing whereby construction of the Said Flat And Appurtenances Said Building, Said Block and/or the Said Complex is in any way hindered or impeded.
- 9.4 **Basic Duty of Buyer:** The Buyer shall make all payments and perform all obligations as stipulated in this Agreement and the Buyer shall not, in any way, commit breach of the terms and conditions herein contained.
- 9.5 **Completion Date:** Construction, finishing and making the Said Flat habitable and the Parking Space, if any, usable [(1) in bare condition and (2) as per the Specifications, the decision of the Architect/Engineer in this regard being final and binding], shall be done by the Developer within **October 2016** from the date of commencement of the work (**Completion Date**) provided however the Completion Date may be extended by a period of 6 (Six) months (**Extended Period**) at the option of the Developer. The Developer shall neither incur any liability nor be held liable for claim of any amount by the Buyer, if the Developer is unable to deliver possession of the Said Flat within the Completion Date and/or the Extended Period due to Circumstances Of Force Majeure (defined in Clause 15.1 below) or for or on account of (1) delay on the part of the Buyer in making any payment and (2) any other reasonable cause (for what is a reasonable cause, the decision of the Architect/Engineer shall be final and conclusive) whereby the Developer is prevented from completing the Said Flat And Appurtenances or any portion thereof. In no event shall the Buyer be entitled to claim any amount from the Developer on account of consequential losses and damages or otherwise if the Said Flat And Appurtenances is not completed within the Completion Date and/or the Extended Period.
- 9.6 **Possession of Said Flat and Parking Space:** Upon construction, finishing and making the Said Flat habitable and the Parking Space, if any, usable, the Developer shall hand over possession of the same to the Buyer. With regard to possession, it is clarified as follows:
- 9.6.1 **All Payments before Possession:** Before receiving possession of the Said Flat And Appurtenances, the Buyer shall pay to the Developer all amounts due and payable towards the Total Price and Extras and the Buyer shall not claim possession of the Said Flat And Appurtenances till the Total Price and Extras are paid in full.
- 9.6.2 **Possession Notice and Date Of Possession:** Immediately after constructing, finishing and making the Said Flat habitable and the Parking Space, if any, usable, the Developer/Owners shall serve a notice on the Buyer (**Possession Notice**) calling upon the to take possession. Within 15 (fifteen) days from the date of the Possession Notice, the Buyer shall be bound to take over physical possession of the Said Flat and the Parking Space, if any, after fulfilling all obligations under this Agreement, including payment of all amounts due to the Developer/Owners under this Agreement, failing which it shall be deemed that the Buyer has taken possession on the 16<sup>th</sup> day of the date of the Possession Notice (date of actual or deemed possession, **Date Of Possession**).
- 9.6.3 **Meaning of Completion:** It shall not be obligatory for the Developer to complete the Common Portions in all respects before giving the Possession Notice to the Buyer and the Said Flat shall be deemed to have been completed in all respect if the same is made fit for habitation [(1) in bare condition and (2) as per the Specifications, the decision of the Architect/Engineer in this regard being final and binding].

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- 9.6.4 **Complete Satisfaction on Possession:** On the Date Of Possession, the Buyer shall be deemed to be completely satisfied with all aspects of the Said Flat And Appurtenances, including the measurement of the Said Flat.
- 9.6.5 **Commencement of Outgoings :** From the Date Of Possession, all outgoings in respect of the Said Flat And Appurtenances, including Municipal tax, surcharge, land revenue, levies, cess etc. (collectively **Rates & Taxes**) and Common Expenses/ Maintenance Charges as be tentatively decided by the Developer, shall become payable by the Buyer. It is clarified that the Common Expenses/Maintenance Charges do not include the Rates & Taxes.
- 9.7 **Developer's Obligations:** Subject to the Buyer making payment of the Total Price and the Extras in the manner stipulated in this Agreement, the Developer hereby agrees:
- 9.7.1 **Construction of Said Flat:** to construct, finish and make the Said Flat habitable and the Parking Space, if any, usable and transfer the Said Flat And Appurtenances to the Buyer.
- 9.7.2 **Construction According to Specifications:** to construct, finish and make the Said Flat habitable and the Parking Space, if any, usable, in accordance with the Sanctioned Plans and Specifications, reasonable variations excepted.
- 9.7.3 **Arrangement for Utilities for Construction Work:** to make own arrangement for water and electricity required for construction.
- 9.8 **Completion of Sale:** The sale of the Said Flat And Appurtenances shall be completed by execution and registration of conveyance in favour of the Buyer provided the Buyer tenders in time all amounts required for the same as mentioned in Clause 8.4.2 (b) above. The Legal Advisors shall draft the standard conveyance and only such standard conveyance shall be used. In such standard conveyance, (1) the Owners shall transfer the Land Share and and Share In Common Portions, for the Total Price. **Mr. Amitabh Roy** shall sign on behalf of and as the constituted attorney of the Owners. The Buyer shall be bound to take conveyance of the Said Flat And Appurtenances on or before the Date Of Possession, failing which physical possession of the Said Flat And Appurtenances shall not be delivered to the Buyer (although it shall be deemed that the Buyer is in possession and liable for all Rates & Taxes and Common Expenses/Maintenance Charges, from the Date Of Possession) and in addition, all statutory taxes and penalties shall also be borne and paid by the Buyer.
- 9.9 **Management of Common Portions :** The Association shall maintain and manage all Common Portions of the Said Building. In this regard, it is clarified that (1) the Association shall operate, manage and render specified day to day services with regard to the Common Portions, (2) the Association shall levy and collect the Common Expenses/Maintenance Charges, (3) the Buyer shall be bound to pay the Common Expenses/Maintenance Charges to the Association, (4) the Association will not be required to render any accounts to the Buyer and (5) the ownership of the Common Portions (subject to the terms of this Agreement) shall vest in all the co-owners of the Said Building through the Association.
10. **Buyer's Covenants and Sellers' Covenants**
- 10.1 **Buyer's Covenants:** The Buyer covenants with the Sellers [which expression includes the Association in all Sub Clauses of Clause 10 except Sub Clause Nos. 10.1.7, 10.1.10 (l) and 10.1.12] and admits and accepts that:
- 10.1.1 **Buyer Aware of and Satisfied with Common Portions and Specifications:** The Buyer, upon full satisfaction and with complete knowledge of the Common Portions, Specifications and all other ancillary matters, is entering into this Agreement. The Buyer has examined and is acquainted with the Said Building, Said Block and /or Said Complex to the extent already constructed and has agreed that the Buyer shall neither have nor shall claim any right over any portion of the Said Building, Said Block and /or Said Complex save and except the Said Flat And Appurtenances.
- 10.1.2 **Buyer to Mutate and Pay Rates & Taxes:** The Buyer shall (1) pay the Rates & Taxes (proportionately for the Said Building and wholly for the Said Flat And Appurtenances, from the Date Of Possession and until the Said Flat And Appurtenances is separately assessed in the name of the Buyer), on the basis of the bills to be raised by the Developer or the Association (upon formation), such bills being conclusive proof of the liability of the Buyer in respect thereof and (2) have mutation completed at the earliest. The Buyer further admits and accepts

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that the Buyer shall not claim any deduction or abatement in the bills of the Developer or the Association (upon formation). If the Buyer delays in paying the Rates & Taxes, the Buyer shall pay compound interest @18% (Eighteen percent) per month or part thereof (compoundable monthly), from the date of default till the date of payment.

- 10.1.3 **Buyer to Pay for Common Expenses/Maintenance Charges:** Subject to the provisions of Clause 8.4.2 (d) above, the Buyer shall pay the Common Expenses/Maintenance Charges, on the basis of the bills to be raised by the Developer or the Association (upon formation), such bills being conclusive proof of the liability of the Buyer in respect thereof. The Buyer further admits and accepts that (1) the Buyer shall not claim any deduction or abatement in the bills relating to Common Expenses/Maintenance Charges and (2) the Common Expenses/Maintenance Charges shall be subject to variation from time to time, at the sole discretion of the Developer or the Association (upon formation).
- 10.1.4 **Buyer to Pay Interest for Delay and/or Default:** The Buyer shall pay, without raising any objection in any manner whatsoever and without claiming any deduction or abatement whatsoever, all bills raised by the Association, within 6 (Six) days of presentation thereof, failing which the Buyer shall pay compound interest @ 2% (Two percent) per month or part thereof (compoundable monthly) from the date of default till the date of payment, to the Association. The Buyer also admits and accepts that in the event such bills remain outstanding for more than 3 (Three) months, all common services to the Buyer shall be discontinued and the Buyer shall be disallowed from using the Common Portions.
- 10.1.5 **Developer's Charge/Lien:** The Developer shall have first charge and/or lien over the Said Flat And Appurtenances for all amounts due and payable by the Buyer to the Developer provided however if the Said Flat And Appurtenances is purchased with assistance of a financial institution, then such charge/lien of the Developer shall stand extinguished on the financial institution clearing all dues of the Developer.
- 10.1.6 **No Obstruction by Buyer to Further Construction:** The Sellers shall be entitled to construct additional floors on and above the roof of the Said Building and the Buyer shall not obstruct or object to the same. The Buyer also admits and accepts that the Sellers and/or employees and/or agents and/or contractors of the Sellers shall be entitled to use and utilize the Common Portions for movement of building materials and for other purposes and the Buyer shall not raise any objection in any manner whatsoever with regard thereto.
- 10.1.7 **No Obstruction by Buyer for Addition of Plots in the Said Premises:** The Sellers shall be entitled to purchase additional plots adjacent to the Said Premises or can enter into joint venture agreement for further development of any plots adjacent to the Said Premises and amalgamate the same with the Said Premises and construct additional building/buildings therein and the Buyer shall not obstruct or object to the same in any manner whatsoever with regard thereto.
- 10.1.8 **Variable Nature of Land Share and Share In Common Portions:** The Buyer fully comprehends and accepts that (1) the Land Share and the Share In Common Portions is a notional proportion that the Said Flat bears to the currently proposed area of the Said Building, (2) if the area of the Said Building is increased/recomputed by the Developer, the Buyer shall not question any variation (including diminution) of the Land Share and the Share In Common Portions, (3) the Buyer shall not demand any reduction/refund of the Total Price on ground of or by reason of any variation of the Land Share and the Share In Common Portions and (4) the Land Share and the Share In Common Portions are not divisible and partible and the Buyer shall accept (without demur) the proportionate share with regard to various matters, as be determined by the Developer, in its absolute discretion.
- 10.1.9 **Buyer to Participate in Formation of Association:** The Buyer admits and accepts that the Buyer and other Intending Buyers of Flats in the Said Building shall form the Association and the Buyer shall become members thereof. The Buyer shall bear and pay the proportionate costs of formation and the expenses of the Association and shall pay for, acquire and hold membership with voting rights and in this regard the Buyer shall sign, execute and deliver necessary applications and all other papers, declarations and documents as may be required. Upon formation of the Association, the residue then remaining of the Advance Common Expenses/Maintenance Charges and the Common Expenses/Maintenance Deposit paid by the Buyer (after adjustment of all amounts then remaining due and payable) shall be transferred by the Developer to the Association. The deposits shall thereafter be held by the

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Association in the account of the Buyer. The Association shall look after the maintenance of the Common Portions of the Said Building, Said Block, Said Complex and the Said Premises.

10.1.10 **Obligations of the Buyer:** On and from the Date Of Possession, the Buyer shall:

- i. **Co-operate in Management and Maintenance:** co-operate in the management and maintenance of the Said Building and the Said Premises by the Association.
- ii. **Observing Rules:** observe the rules framed from time to time by the Developer/Association for the beneficial common enjoyment of the Said Building and the Said Premises.
- iii. **Paying Electricity Charges:** pay for electricity and other utilities consumed in or relating to the Said Flat And Appurtenances and the Common Portions.
- iv. **Meter and Cabling:** be obliged to draw the electric lines/wires, television cables, broadband data cables and telephone cables to the Said Flat only through the ducts and pipes provided therefor, ensuring that no inconvenience is caused to the Sellers or to the other Intending Buyers. The main electric meter shall be installed only at the common meter space in the Said Premises. The Buyer shall under no circumstances be entitled to affix, draw or string wires, cables or pipes from, to or through any part or portion of the Said Building, the Said Premises and outside walls of the Said Building save in the manner indicated by the Developer or the Association (upon formation).
- v. **Residential Use:** use the Said Flat for residential purpose only. Under no circumstances shall the Buyer use or allow the Said Flat to be used for commercial, industrial or other non-residential purposes. The Buyer shall also not use the Said Flat as a religious establishment, guest house, serviced apartment, mess, chummary, hotel, restaurant, nursing home, club, school or other public gathering place.
- vi. **No Alteration:** not alter, modify or in any manner change the (1) elevation and exterior colour scheme of the Said Building, Said Block and /or Said Complex and (2) design and/or the colour scheme of the windows, grills and the main door of the Said Flat, without the permission in writing of the Developer or the Association (upon formation). In the event the Buyer makes the said alterations/changes, the Buyer shall compensate the Developer/Association (as the case may be) as estimated by the Developer/Association.
- vii. **No Structural Alteration:** not alter, modify or in any manner change the structure or any civil construction in the Said Flat And Appurtenances or the Common Portions of the Said Building, Said Block and /or Said Complex.
- viii. **No Sub-Division:** not sub-divide the Said Flat And Appurtenances and the Common Portions, under any circumstances.
- ix. **No Changing Name:** not change/alter/modify the name of the Said Building and Said Block from that mentioned in this Agreement.
- x. **No Nuisance and Disturbance:** not use the Said Flat or the Parking Space, if any or permit the same to be used in such manner or commit any act, which may in any manner cause nuisance or annoyance to other occupants of the Said Building and/or the neighboring properties and not make or permit to be made any disturbance or do or permit anything to be done that will interfere with the rights, comforts or convenience of other occupants.
- xi. **No Storage in Common Portions:** not store or cause to be stored and not place or cause to be placed any goods, articles or things in the Common Portions.
- xii. **No Obstruction to Developer/Association:** not obstruct the Developer/ Association (upon formation) in their acts relating to the Common Portions and not obstruct the Developer in constructing on the top roof of the Said Building and selling and granting rights to any person on any part of the Said Building/Said Premises (excepting the Said Flat And Appurtenances).

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- xiii. **No Obstruction of Common Portions:** not obstruct pathways and passages or use the same for any purpose other than for ingress to and egress from the Said Flat and the Parking Space, if any.
- xiv. **No Violating Rules:** not violate any of the rules and/or regulations laid down by the Association for the use of the Common Portions.
- xv. **No Throwing Refuse:** not throw or accumulate or cause to be thrown or accumulated any dust, rubbish or other refuse in the Common Portions save at the places indicated therefor.
- xvi. **No Injurious Activities:** not carry on or cause to be carried on any obnoxious or injurious activity in or through the Said Flat, the Parking Space, if any or the Common Portions.
- xvii. **No Storing Hazardous Articles:** not keep or store any offensive, combustible, obnoxious, hazardous or dangerous articles in the Said Flat and the Parking Space, if any.
- xviii. **No Signage:** not put up or affix any sign board, name plate or other things or other similar articles in the Common Portions or outside walls of the Said Flat/Said Building save at the place or places provided therefor provided that this shall not prevent the Buyer from displaying a standardized name plate outside the main door of the Said Flat.
- xix. **No Floor Damage:** not keep any heavy articles or things, which are likely to damage the floors or operate any machine save usual home appliances.
- xx. **No Installing Generator:** not install or keep or run any generator in the Said Flat and the Parking Space, if any.
- xxi. **No Use of Machinery:** not install or operate any machinery or equipment except household appliances.
- xxii. **No Misuse of Water:** not misuse or permit to be misused the water supply to the Said Flat.
- xxiii. **Damages to Common Portions:** not damage the Common Portions in any manner and if such damage is caused by the Buyer and/or family members, invitees or servants of the Buyer, the Buyer shall compensate for the same.

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

10.1.12 **Roof Rights:** A demarcated portion of the roof of the Said Building shall remain common to all co-owners of the Said Building (Common Roof) and all common installations such as water tank and lift machine room shall be situated in the Common Roof and the balance of the roof of the Said Building shall belong equally to the Developer and the Owners with right of exclusive transfer and the Buyer specifically agrees not to do any act which prevents or hinders such transfer. Notwithstanding the demarcation of the roof of the Said Building as aforesaid, the Developer shall always have the right of further construction on the entirety of the top roof (by taking permission from the concerned authorities) and the Buyer specifically agree not to do any act which prevents or hinders such construction. After such construction, the roof above such construction shall again have a Common Roof for common use of all co-owners of the Said Building.

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

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

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

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

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## 11. Termination and its Effect

- 11.1 **Cancellation by Buyer:** The Buyer shall have the right to terminate this Agreement at any time and if the Buyer does so, the Developer shall refund to the Buyer all payments received till that date, without any interest, after deducting 10% of the Total Price & applicable service tax.
- 11.2 **Breach of Buyer's Covenants:** In the event the Buyer (1) fails to make payment of the Total Price and the Extras, or (2) fails to perform the obligations on the part of the Buyer to be performed in terms of this Agreement or (3) neglects to perform any of the Buyer's Covenants, this Agreement shall, at the option of the Developer, stand cancelled and/or rescinded, upon which the Developer shall refund to the Buyer all payments received till that date, without any interest, after deducting 10% (Ten percent) of the Total Consideration along with interest of 18% (Eighteen percent) per annum for the period of delay. Refund amount shall be paid to the buyer within 4 months from the date of cancellation. Payments made by the Buyer for up-gradation shall be non-refundable. In the event the Developer condones the delay of any payment due under this Agreement, the Buyer shall be liable to pay interest @ 18% (Eighteen percent) per annum for the period of delay (computed from the date the payment became due till the date of payment) on all amounts due and outstanding. However, such right of condonation is exclusively vested in the Developer and the Buyer shall not be entitled to claim the same as a matter of right.
- 11.3 **Breach of Sellers' Covenants:** Without prejudice to the provisions of Clause 9.5 above, in the event the Sellers fail and/or neglect to perform any of the Sellers' Covenants, this Agreement shall, at the option of the Buyer, stand cancelled and/or rescinded, upon which the Developer shall refund to the Buyer all payments received till that date, with interest @ then prevailing SBI savings a/c rate of interest per annum, from the date of payment to the date of refund. If the Buyer opts not to cancel this Agreement, then the Developer will be liable to pay compensation of @ \$4/- (Rupees Four only) per sq ft per month till handing over the possession of the said flat.
- 11.4 **Effect:** Upon termination of this Agreement due to any of the circumstances mentioned in Clauses 11.1, 11.2 and 11.3 above, the Buyer shall not be entitled to claim any right, title and interest (either equitable or otherwise) over and in respect of the Said Flat And Appurtenances and/or the Said Block and/or the Said Building and/or the Said Complex and/or the Said Premises or part or portion thereof and the Buyer shall further not be entitled to claim any charge on the Said Flat And Appurtenances and/or any part or portion thereof, in any manner whatsoever. The effect of such termination shall be binding and conclusive on the Parties.
- ## 12. Taxes
- 12.1 **Obligation Regarding Taxes :** In the event of the Sellers being made liable for payment of any tax (excepting Income Tax), duty, levy or any other liability under any statute or law for the time being in force or enforced in future (such as Service Tax, Works Contract Tax, Value Added Tax or any other tax and imposition levied by the State Government, Central Government or any other authority or body) or if the Sellers are advised by their consultant that the Sellers are liable or shall be made liable for payment of any such tax, duty, levy or other liability on account of the Sellers having agreed to perform the obligations under this Agreement or having entered into this Agreement, then and in that event, the Buyer shall be liable to pay all such tax, duty, levy or other liability and hereby indemnifies and agrees to keep the Sellers indemnified against all actions, suits, proceedings, costs, charges and expenses in respect thereof. The taxes, duties, levies or other liabilities so imposed or estimated by the Sellers' consultant shall be paid by the Buyer at or before the Date of Possession.
- ## 13. Defects
- 13.1 **Decision of Architect/ Engineer Final:** If any work in the Said Flat and Appurtenances is claimed to be defective by the Buyer, the matter shall be referred to the Architect/ Engineer and the decision of the Architect/Engineer shall be final and binding on the Parties. If directed by the Architect/Engineer, the Developer shall at its own costs remove the defects. This will however not entitle the Buyer to refuse to take possession of the Said Flat and if the Buyer dose so, the provisions regarding deemed possession as contained in Clause 9.6.2 above shall apply and all consequences thereto shall follow.

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14. **Association and Rules**

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

15. **Force Majeure**

- 15.1 **Circumstances Of Force Majeure:** The Developer shall not be held responsible for any consequences or liabilities under this Agreement if the Developer is prevented in meeting the obligations under this Agreement by reason of contingencies caused by neither of the Parties and unforeseen occurrences such as (1) acts of God, (2) acts of Nature, (3) acts of War, (4) fire, (5) insurrection, (6) terrorist action, (7) civil unrest, (8) riots, (9) strike by material suppliers, transporters, workers and employees, (10) delay on account of receiving statutory permissions, (11) delay in the grant of electricity, water, sewerage and drainage connection or any other permission or sanction by the Government or any statutory authority, (12) any notice, order of injunction, litigation, attachments, etc. and (13) any rule or notification of the Government or any other public authority or any act of Government such as change in legislation or enactment of new law, restrictive Governmental laws or regulations (collectively **Circumstances Of Force Majeure**).
- 15.2 **No Default:** The Developer shall not be deemed to have defaulted in the performance of the Developer's contractual obligations whilst the performance thereof is prevented by Circumstances Of Force Majeure and the time limits laid down in this Agreement for the performance of obligations shall be extended accordingly upon occurrence and cessation of any event constituting Circumstances Of Force Majeure.

16. **Miscellaneous**

- 16.1 **Indian Law:** This Agreement shall be subject to Indian Laws.
- 16.2 **One Transaction:** This Agreement relates to the transaction recorded and contemplated herein and no other transaction.
- 16.3 **Confidentiality and Non-Disclosure:** The Parties shall keep confidential all non-public information and/or documents concerning the transaction recorded herein, unless compelled to disclose such information and/or documents by judicial or administrative process.
- 16.4 **Partial Invalidity:** If any provision of this Agreement or the application thereof to any circumstance shall be invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provision to other circumstances shall not be affected thereby and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law. When any provision is so held to be invalid, illegal or unenforceable, the Parties hereto undertake to use their best efforts to reach a mutually acceptable alternative to give effect to such provision in a manner which is not invalid, illegal or unenforceable. In the event any of the terms and conditions of this Agreement are set-aside or declared unreasonable by any Court of Law or if the Parties take the plea of frustration of contract, the entire Agreement shall not be void and shall continue to subsist to the extent of the remaining terms and conditions and bind the Parties.
- 16.5 **No Claim of Un-Enforceability:** This Agreement is being entered into by the Parties out of free will and without any duress or coercion. Hence, none of the Parties shall have the right to claim un-enforceability of this Agreement.
- 16.6 **Right of Possession:** The right of possession of the Buyer in respect of the Said Flat and Appurtenances shall arise only upon the Buyer fulfilling all obligations as are contained in this Agreement.
- 16.7 **Nomination by Buyer with Consent:** The Buyer admits and accepts that before the execution and registration of deed of conveyance of the Said Flat And Appurtenances, the Buyer will be entitled to nominate, assign and/or transfer the Buyer's right, title, interest and obligations

*Daulay Mishra*

*Esther*

*[Signature]*

under this Agreement to any third party without making any further payment to the Sellers for the first nomination, but in case of further nomination the Buyer will be liable to make payment of nomination charged by the Developer to the Sellers, subject to the covenant by the nominee that the nominee will strictly adhere to the terms of this Agreement and subject also to the following conditions:

- (a) **Buyer to Make Due Payments:** The Buyer shall make payment of all dues towards total cost of the flat, of the Developer in terms of this Agreement, up to the time of nomination if any.
- (b) **Written Permission of Developer:** The Buyer shall obtain prior written permission of the Developer and the Buyer and the nominee shall be bound to enter into a tripartite agreement with the Developer.
- (c) **Extras:** In case of further nomination the new prospective buyer will pay the extras, directly to the Developer in favor of Sonartori Projects. In such case the Developer will not have any objection if the nominated party is directly paying the amount of flat to the existing buyer.

The Buyer admits and accepts that the Buyer shall not nominate or assign the rights under this Agreement save in the manner indicated above. Be it recorded herein that any tax implication precipitating, in respect of the signatories of this agreement, out of invocation of such nomination as contemplated herein or due to cancellation of this agreement shall be borne by the Buyer without any objection whatsoever and if at all charged upon any party other than the Buyer, the same shall be reimbursed to such charged party by the Buyer upon demand immediately on demand thereof.

- 16.8 **Entire Agreement:** This Agreement constitutes the entire understanding between the Parties and supersedes the terms and conditions whatever agreed between the Parties prior to execution of this Agreement but does not include or supersede any document contemporaneously entered into between the Parties.
- 16.9 **Counterparts:** This Agreement is being executed simultaneously in duplicate and each copy shall be deemed to be an original and both copies shall together constitute one instrument and agreement between the Parties. One copy shall be retained by the Buyer and another by the Developer.
- 16.10 **Amendments/Modifications:** No amendments or modifications of this Agreement or any part hereof shall be valid and effective unless it is by an instrument in writing executed by all the Parties.
- 16.11 **Reservation of Rights:** No forbearance, indulgence, relaxation or inaction by any Party at any time to require performance of any of the provisions of this Agreement shall in any way affect, diminish or prejudice the right of such Party to require performance of that provision.
- 16.12 **Waiver:** Any term or condition of this Agreement may be waived at any time by the Party who is entitled to the benefit thereof. Such waiver must be in writing and must be executed by the Party or an authorized agent of the Party. A waiver on one occasion will not be deemed to be waiver on a future occasion. Omission or delay on the part of either Party to require due and punctual performance of any obligation by the other Party shall not constitute a waiver of such obligation and it shall not in any manner constitute a continuing waiver and/or as a waiver of other breaches of the same or other obligations hereunder or as a waiver of any right or remedy that the Party may otherwise have in law or in equity.
- 16.13 **No Agency:** The Parties are entering into this Agreement on principal-to-principal basis and nothing contained herein shall make the Parties agents of each other.
- 17. **Notice**
  - 17.1 **Mode of Service:** Notices under this Agreement shall be served by messenger or by registered post/speed post with acknowledgment due at the above mentioned addresses of the Parties, unless the addresses are changed by prior intimation in writing. Such service shall be deemed to have been effected (1) on the date of delivery, if sent by messenger and (2) on the 4<sup>th</sup> day of handing over of the cover to the postal authorities, if sent by registered post/speed post, irrespective of refusal to accept service by the Parties.

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## 18. Alternative Dispute Resolution

- 18.1 **Disputes:** Disputes or differences in relation to or arising out of or touching this Agreement or the validity, interpretation, construction, performance, breach or enforceability of this Agreement (collectively **Disputes**) shall be referred to the Arbitral Tribunal described in Clause 18.1.1 below and finally resolved by arbitration under the Arbitration and Conciliation Act, 1996, with modifications made from time to time. In this regard, the Parties irrevocably agree that:
- 18.1.1 **Constitution of Arbitral Tribunal:** The Arbitral Tribunal shall consist of 1 (one) arbitrator, who shall be an Advocate, to be nominated by the Legal Advisors.
- 18.1.2 **Place:** The place of arbitration shall be Kolkata only.
- 18.1.3 **Language:** The language of the arbitration shall be English.
- 18.1.4 **Binding Effect:** The Arbitral Tribunal shall have summary powers and be entitled to give interim awards/directions and shall further be entitled to avoid all rules relating to procedure and evidence as are expressly avoidable under the law. The interim/final award of the Arbitral Tribunal shall be binding on the Parties.
- 18.2 **No Legal Proceeding without Recourse to Arbitration:** The Parties shall not commence legal proceedings or have any receiver appointed over the Said Flat And Appurtenances and/or the Said Building/Said Premises without first referring the matter to arbitration and till the Arbitral Tribunal has given its direction/award.

## 19. Jurisdiction

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

## 20. Rules of Interpretation

- 20.1 **Number and Gender:** Words denoting the singular number include, where the context permits and requires, the plural number and vice-versa. Words denoting any gender include the other genders.
- 20.2 **Headings:** The headings in this Agreement are inserted for convenience only and shall be ignored in construing the provisions of this Agreement.
- 20.3 **Schedules and Plans:** Schedules and Plans appended to this Agreement form a part of this Agreement and shall always be taken into consideration for interpreting the complete understanding between the Parties. Any reference to a schedule or plan is a reference to a schedule or plan to this Agreement.
- 20.4 **Definitions:** In this Agreement, words have been defined by putting them within brackets and printing them in bold. Where a word or phrase is defined, other parts of speech or grammatical forms of that word or phrase shall have corresponding meaning.
- 20.5 **Documents:** A reference to a document includes an amendment or supplement or replacement or novation of that document.
- 20.6 **Successors:** A reference to a Party includes that Party's successors and permitted assigns.
- 20.7 **Statutes :** Any reference to a statute, statutory provision or subordinate legislation shall include its amendment, modification, consolidation, re-enactment or replacement as enforced from time to time, whether before or after the date of this Agreement.

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**1<sup>st</sup> Schedule**  
**(Said Premises)**

Land measuring **(1)** 10 (ten) decimal, more or less, contained in R.S. *Dag* No. 714 corresponding L.R. *Dag* No.933, *Mouza* Boral, J.L. No.61, Police Station Sonarpur, within Rajpur-Sonarpur Municipality, Sub-Registration Office Baruipur, District South 24 Parganas **And (2)** 20.29 (twenty point two nine) decimal, more or less, contained in R.S. *Dag* No. 715 corresponding L.R. *Dag* No.934, *Mouza* Boral, J.L. No.61, Police Station Sonarpur, within Rajpur-Sonarpur Municipality, Sub-Registration Office Baruipur, District South 24 Parganas **And (3)** 8 (eight) decimal, more or less, contained in R.S. *Dag* No. 716 corresponding L.R. *Dag* No.935, *Mouza* Boral, J.L. No.61, Police Station Sonarpur, within Rajpur-Sonarpur Municipality, Sub-Registration Office Baruipur, District South 24 Parganas **And (4)** 57 (fifty seven) decimal, more or less, contained in R.S. *Dag* No. 717 corresponding L.R. *Dag* No.936, *Mouza* Boral, J.L. No.61, Police Station Sonarpur, within Rajpur-Sonarpur Municipality, Sub-Registration Office Baruipur, District South 24 Parganas **And (5)** 22 (twenty two) decimal, more or less, contained in R.S. *Dag* No. 718 corresponding L.R. *Dag* No.937, *Mouza* Boral, J.L. No.61, Police Station Sonarpur, within Rajpur-Sonarpur Municipality, Sub-Registration Office Baruipur, District South 24 Parganas **And (6)** 22 (twenty two) decimal, more or less, contained in R.S. *Dag* No. 718 corresponding L.R. *Dag* No.937, *Mouza* Boral, J.L. No.61, Police Station Sonarpur, within Rajpur-Sonarpur Municipality, Sub-Registration Office Baruipur, District South 24 Parganas **And (3)** 62 (sixty two) decimal, more or less, contained in R.S. *Dag* No. 719 corresponding L.R. *Dag* No.938, *Mouza* Boral, J.L. No.61, Police Station Sonarpur, within Rajpur-Sonarpur Municipality, Sub-Registration Office Baruipur, District South 24 Parganas **And (4)** 208 (two hundred and eighty) decimal, more or less, contained in R.S. *Dag* No. 722 corresponding L.R. *Dag* No.942, *Mouza* Boral, J.L. No.61, Police Station Sonarpur, within Rajpur-Sonarpur Municipality, Sub-Registration Office Baruipur, District South 24 Parganas **And (5)** 31 (thirty one) decimal, more or less, contained in R.S. *Dag* No. 723 corresponding L.R. *Dag* No.944, *Mouza* Boral, J.L. No.61, Police Station Sonarpur, within Rajpur-Sonarpur Municipality, Sub-Registration Office Baruipur, District South 24 Parganas **And (6)** 31 (thirty one) decimal, more or less, contained in R.S. *Dag* No. 724 corresponding L.R. *Dag* No.943, *Mouza* Boral, J.L. No.61, Police Station Sonarpur, within Rajpur-Sonarpur Municipality, Sub-Registration Office Baruipur, District South 24 Parganas **And (7)** 11 (eleven) decimal, more or less, contained in R.S. *Dag* No. 724 corresponding L.R. *Dag* No.938, *Mouza* Boral, J.L. No.61, Police Station Sonarpur, within Rajpur-Sonarpur Municipality, Sub-Registration Office Baruipur, District South 24 Parganas **And (8)** 25 (twenty five) decimal, more or less, contained in R.S. *Dag* No. 725 corresponding L.R. *Dag* No.939, *Mouza* Boral, J.L. No.61, Police Station Sonarpur, within Rajpur-Sonarpur Municipality, Sub-Registration Office Baruipur, District South 24 Parganas **And (2)** 22 (twenty two) decimal, more or less, contained in R.S. *Dag* No. 718 corresponding L.R. *Dag* No.937, *Mouza* Boral, J.L. No.61, Police Station Sonarpur, within Rajpur-Sonarpur Municipality, Sub-Registration Office Baruipur, District South 24 Parganas

**(Said Cluster/First Phase)**  
**(Land Area as per sanctioned plan)**

Land measuring **(1)** 208 (two hundred and eighty) decimal, more or less, contained in R.S. *Dag* No. 722 corresponding L.R. *Dag* No.942, *Mouza* Boral, J.L. No.61, Police Station Sonarpur, within Rajpur-Sonarpur Municipality, Sub-Registration Office Baruipur, District South 24 Parganas **And (2)** 31 (thirty one) decimal, more or less, contained in R.S. *Dag* No. 723 corresponding L.R. *Dag* No.944, *Mouza* Boral, J.L. No.61, Police Station Sonarpur, within Rajpur-Sonarpur Municipality, Sub-Registration Office Baruipur, District South 24 Parganas **And (3)** 11 (eleven) decimal, more or less, contained in R.S. *Dag* No. 724 corresponding L.R. *Dag* No.938, *Mouza* Boral, J.L. No.61, Police Station Sonarpur, within Rajpur-Sonarpur Municipality, Sub-Registration Office Baruipur, District South 24 Parganas

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

Residential Flat No.- 304, 3<sup>rd</sup> Floor, super built up area approximately 1167 (one thousand one hundred and sixty seven) square feet, in Block - A, forming part of the Said Block of the Said Complex named *Patther Ppanchali* (Said Complex), to be constructed on a portion of the Said Premises described in the 1<sup>st</sup> Schedule above.

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

1 (one) covered car parking space in the ground level of the Said Block/Said Complex

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

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

The Land Share, being undivided, impartible, proportionate and variable share in the land underneath the Said Building, comprising a part of the Said Premises, as be attributable and appurtenant to the Said Flat, subject to the terms and conditions of this Agreement.

The right to park in the Parking Space, being the car/two wheeler parking space/s described in **Part II** of the **2<sup>nd</sup> Schedule** above, if any.

The Share In Building Common Portions, being undivided, impartible, proportionate and variable share and/or interest in the Building Common Portions described in **Part I** of the **3<sup>rd</sup> Schedule** below, as be attributable and appurtenant to the Said Flat, subject to the terms and conditions of this Agreement.

The Share In Block Common Portions, being undivided, impartible, proportionate and variable share and/or interest in the Block Common Portions described in **Part II** of the **3<sup>rd</sup> Schedule** below, as be attributable and appurtenant to the Said Flat, subject to the terms and conditions of this Agreement.

Easement Rights over the Complex Common Portions, being the facilities and amenities which may be provided by the Sellers for common benefit and utilization of all or specified portions of the Said Complex, described in **Part III** of the **3<sup>rd</sup> Schedule** below, subject to the terms and conditions of this Agreement.

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

- Lobby at the ground level of the Said Building
- Lift machine room(s) and lift well(s) of the Said Building
- Water supply pipeline in the Said Building (save those inside any Flat)
- Wiring, fittings and accessories for lighting of lobbies, staircase(s) and other common portions of the Said Building
- Intercom Network in the Said Building
- Broadband connection in the Said Building, if any
- Lift(s)
- Lobbies on all floors and staircase(s) of the Said Building
- Water reservoirs/tanks of the Said Building
- Drainage and sewage pipeline in the Said Building (save those inside any Flat)
- Electricity meter(s) for common installations and space for their installation
- Generator(s)
- External walls of the Said Building

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**Part II**  
(Block Common Portions)

- 24 Hours Water Supply
- Any other facility and amenity provided in common for the Said Block

**Part III**  
(Complex Common Portions)

- Boundary walls and main gate
- Internal roads and walkways
- Swimming Pool
- Gymnasium
- Landscaped Green Area
- Indoor Games
- Library in the Said Club
- Children's Play Area.
- Multipurpose activity room in the Said Club for Yoga, Meditation, Dance, Drawing, Singing

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

**Foundation**

R.C.C. Piles

**Structure & Superstructure**

RCC framed structure with infill brick walls.

**Electrical :**

**Bed Room :** 2 Light Points  
1.5 amp plug point  
1 fan point  
1 switch board  
+ 1 TV point in Master bed room  
1 A.C. point in Master bed room (All other rooms A.C. point @extra cost)

**Living / :** 3 light points

**Dining** 1.5 amp plug point  
2 fan points  
+ 1 TV point  
1 switch board

**Kitchen :** 1 light point  
1 exhaust point  
1 to 15 amp plug point  
1.5 amp point

**Toilet :** 1 light point  
Exhaust fan point  
1.5 amp switch board  
Geyser connection in Common Toilet.

**Verandah :** 1 light point  
15 amp plug point for washing machine

**Special :** calling bell point, 1 entrance light

**Flooring**

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Vitrified tiles in bed rooms and living/ dining. Anti-skid ceramic tiles in toilets & kitchen (not applicable for open kitchen)

Windows

Aluminium sliding

Doors

Frames : Wooden frame

Main door : Laminated wood finished flush door with lock

Inside door : Primer coated flush door.

Stair Case

Finished with Kota stone up to 1<sup>st</sup> floor, rest typical net cement with iron filing.

Common lobby

Finished with Kota stone up to 1<sup>st</sup> floor, rest vitrified tile.

Kitchen

Kitchen top with black Kudappa and stainless steel sink with 2" dado made of ceramic tiles over the kitchen top.

Toilet

1 commode

1 wash basin

1 shower

Basin mixture in common toilet

Shower mixture in common toilet

Anti-skid ceramic tiles

5'6" dado with ceramic tiles

Hot / Cold arrangement in common toilet

Provision for bib cock with faucet

Plumbing

Hot / Cold line CPVC and UPVC

Wall Finish

Internal walls - Commercial POP

External walls - Decorative weather coat paint

Lift

Standard Make

Electricity

Supplied from local authorities, individual meters

Water supply

Submersible pump to overhead tank

Cable

1 in Living / Dining

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

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

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22. Execution and Delivery

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

RELATION GROUP!

Acyumen Vinimay Pvt. Ltd. Olav Tracom Pvt. Ltd.  
Rachau Deal Pvt. Ltd.  
Revol Pvt. Ltd.

Round Vinimay Pvt. Ltd., Rebate Barter Pvt. Ltd.  
Rebate Commosales Pvt. Ltd., Rebate Dealmark Pvt. Ltd.  
Rebate Tie Up Pvt. Ltd., Rebate Tracom Pvt. Ltd.  
Rebate Vinimay Pvt. Ltd., Rebate Barter Pvt. Ltd.

RELATION GROUP

RELATION GROUP

Resume Tracom Pvt. Ltd., Resume Vinimay Pvt. Ltd.  
Reverse Barter Pvt. Ltd., Reverse Commosales Pvt. Ltd.  
Reverse Dealmark Pvt. Ltd., Reverse Tie-Up Pvt. Ltd.

Plazma Barter Pvt. Ltd., Rapid Commosales Pvt. Ltd.  
Rapid Dealmark Pvt. Ltd., Rapid Vinimay Pvt. Ltd.  
Rapid Barter Pvt. Ltd.

RELATION GROUP

Review Tie Up Pvt. Ltd., Review Tracom Pvt. Ltd.  
Review Vinimay Pvt. Ltd., Revolution Barter Pvt. Ltd.  
Relay Vinimay Pvt. Ltd., Resume Barter Pvt. Ltd.  
Resume Commosales Pvt. Ltd.

Revolution Tie Up Pvt. Ltd., Raghav Tracom Pvt. Ltd.  
Refresh Vinimay Pvt. Ltd.  
Relay Barter Pvt. Ltd.

RELATION GROUP

RELATION GROUP

Recent Vinimay Pvt. Ltd., Reform Vinimay Pvt. Ltd.  
Revert Barter Pvt. Ltd., Revert Commosales Pvt. Ltd.

Dealmark Pvt. Ltd.  
Tracom Pvt. Ltd.  
Tie Up Pvt. Ltd.

RELATION GROUP

RELATION GROUP

DAULY MISHRA  
DAULY MISHRA

SK. JADU ANI  
Director

Partner

Seller

DAULY MISHRA

(Buyer)

Witnesses:

Signature \_\_\_\_\_

Signature \_\_\_\_\_

Name \_\_\_\_\_

Name \_\_\_\_\_

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

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

Address \_\_\_\_\_

Address \_\_\_\_\_

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IMRAN KARIM  
Advocate  
High Court, Calcutta

NAME .....  
ADD. ....  
19 NOV 2013  
SURANJAN MUKHERJEE  
Licensed Stamp Vendor  
C. C. Court  
2 & 3, K. S. Roy Road



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