

07C

भारतीय गैर न्यायिक



INDIA NON JUDICIAL

पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

01AB 688515

THIS INDENTURE

Made this the 25th day of JANUARY, 2017

Received
[Signature] 23/05/17
 For Axis Bank

Recording the mutually agreed

terms and conditions and the agreement arrived at

SHIVMAHIMA DEVELOPERS PVT. LTD BETWEEN

[Signature]
 Director

Kamran Kumar Chakraborty
 Kamran Chakraborty

- (1) SHIV MAHIMA DEVELOPERS PRIVATE LIMITED, having its registered office at 15B, Armenian Street, Kolkata; and
- (2) TILAK RATAN REALTORS PRIVATE LIMITED, having its registered office at 15B, Armenian Street, Kolkata; and
- (3) BRIJDHARA PROPERTIES PRIVATE LIMITED, having its registered office at 15B, Armenian Street, Kolkata; and
- (4) MANGALDHAM REALESTATE PRIVATE LIMITED, having its registered office at 15B, Armenian Street, Kolkata; and
- (5) PANCHKOTI HEIGHTS PRIVATE LIMITED, having its registered office at 15B, Armenian Street, Kolkata;

hereinafter jointly called the "SELLER" (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their respective successors in office, successors in interest, agents and assigns) of the ONE PART;

AND

(1) MR. KAMAL KUMAR CHANDGOTHIA son of Late Ratan Lal Chandgothia; AND (2) MRS. KUMKUM CHANDGOTHIA wife of Mr. Kamal Kumar Chandgothia both residing at 21/H, Gora Chand Road, Panchasheel-15, Beniapur, P.O. Park Circus, Kolkata- 700014, hereinafter jointly called the "BUYER" (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their respective legal heirs, successors, administrators, executors, agents and assigns) of the SECOND PART

SHIVMAHIMA DEVELOPERS PVT. LTD.



Kamal Kumar Chandgothia
Kumkum Chandgothia

1. One Munsif Mojahar Ali and Ahmed Ali were joint owners of land measuring about 1 Bigha 14 Cottahs 12 Square Feet be the same a little more or less togetherwith structures standing therein comprised in Mouza Gobra, Dihi Panchannogram, P. S. Beniapukur, Division IV, Sub Division 'O', Sub Registry Office Sealdah, District 24 Parganas.
2. Sometimes in the year 1919 the said Munshi Mojahar Ali and Ahmed Ali sold and transferred the said entire plot of land to one Tinkari De Sarkar and Nagendra Nath De Sarkar who upon becoming the owners thereof also applied for mutation and caused their names to be recorded in the office of the Collector, 24 Parganas.
3. By a Deed of Partition dated 29th March, 1932 made and executed by and between the said Tinkari De Sarkar and Nagendra Nath De Sarkar, various properties including the aforesaid land were partitioned and pursuant to such partition the said plot of land came to be exclusively allotted to Tinkari De Sarkar who became the sole and absolute owner thereof.
4. By a deed of sale dated 9th March, 1932 the said Tinkari De Sarkar sold and transferred the said plot of land to one Bata Krishna Das who upon such purchase became the absolute owner thereof and also applied for mutation and caused his name to be recorded with the concerned land and revenue authorities.
5. The said Bata Krishna Das during his life time transferred a portion of the said land to one of his sons Manmotho Das and retained the balance in his own name.
6. The said Bata Krishna Das, died intestate in the year 1939, leaving behind his two sons, they said Manmotho Das and one Gopi Nath Das as his only legal heirs and successors.
7. In a suit for partition being T. S. No. 42 of 1942 between the said two sons Manmotho Das and Gopi Nath Das, a compromise decree dated 21st December, 1942 came to be passed whereby and whereunder the said entire plots of land was demarcated and partitioned into two lots being Lots A & B

303/2011/2012/2013/2014/2015/2016/2017/2018/2019/2020/2021/2022/2023/2024/2025/2026/2027/2028/2029/2030/2031/2032/2033/2034/2035/2036/2037/2038/2039/2040/2041/2042/2043/2044/2045/2046/2047/2048/2049/2050/2051/2052/2053/2054/2055/2056/2057/2058/2059/2060/2061/2062/2063/2064/2065/2066/2067/2068/2069/2070/2071/2072/2073/2074/2075/2076/2077/2078/2079/2080/2081/2082/2083/2084/2085/2086/2087/2088/2089/2090/2091/2092/2093/2094/2095/2096/2097/2098/2099/2100/2101/2102/2103/2104/2105/2106/2107/2108/2109/2110/2111/2112/2113/2114/2115/2116/2117/2118/2119/2120/2121/2122/2123/2124/2125/2126/2127/2128/2129/2130/2131/2132/2133/2134/2135/2136/2137/2138/2139/2140/2141/2142/2143/2144/2145/2146/2147/2148/2149/2150/2151/2152/2153/2154/2155/2156/2157/2158/2159/2160/2161/2162/2163/2164/2165/2166/2167/2168/2169/2170/2171/2172/2173/2174/2175/2176/2177/2178/2179/2180/2181/2182/2183/2184/2185/2186/2187/2188/2189/2190/2191/2192/2193/2194/2195/2196/2197/2198/2199/2200/2201/2202/2203/2204/2205/2206/2207/2208/2209/2210/2211/2212/2213/2214/2215/2216/2217/2218/2219/2220/2221/2222/2223/2224/2225/2226/2227/2228/2229/2230/2231/2232/2233/2234/2235/2236/2237/2238/2239/2240/2241/2242/2243/2244/2245/2246/2247/2248/2249/2250/2251/2252/2253/2254/2255/2256/2257/2258/2259/2260/2261/2262/2263/2264/2265/2266/2267/2268/2269/2270/2271/2272/2273/2274/2275/2276/2277/2278/2279/2280/2281/2282/2283/2284/2285/2286/2287/2288/2289/2290/2291/2292/2293/2294/2295/2296/2297/2298/2299/2300/2301/2302/2303/2304/2305/2306/2307/2308/2309/2310/2311/2312/2313/2314/2315/2316/2317/2318/2319/2320/2321/2322/2323/2324/2325/2326/2327/2328/2329/2330/2331/2332/2333/2334/2335/2336/2337/2338/2339/2340/2341/2342/2343/2344/2345/2346/2347/2348/2349/2350/2351/2352/2353/2354/2355/2356/2357/2358/2359/2360/2361/2362/2363/2364/2365/2366/2367/2368/2369/2370/2371/2372/2373/2374/2375/2376/2377/2378/2379/2380/2381/2382/2383/2384/2385/2386/2387/2388/2389/2390/2391/2392/2393/2394/2395/2396/2397/2398/2399/2400/2401/2402/2403/2404/2405/2406/2407/2408/2409/2410/2411/2412/2413/2414/2415/2416/2417/2418/2419/2420/2421/2422/2423/2424/2425/2426/2427/2428/2429/2430/2431/2432/2433/2434/2435/2436/2437/2438/2439/2440/2441/2442/2443/2444/2445/2446/2447/2448/2449/2450/2451/2452/2453/2454/2455/2456/2457/2458/2459/2460/2461/2462/2463/2464/2465/2466/2467/2468/2469/2470/2471/2472/2473/2474/2475/2476/2477/2478/2479/2480/2481/2482/2483/2484/2485/2486/2487/2488/2489/2490/2491/2492/2493/2494/2495/2496/2497/2498/2499/2500/2501/2502/2503/2504/2505/2506/2507/2508/2509/2510/2511/2512/2513/2514/2515/2516/2517/2518/2519/2520/2521/2522/2523/2524/2525/2526/2527/2528/2529/2530/2531/2532/2533/2534/2535/2536/2537/2538/2539/2540/2541/2542/2543/2544/2545/2546/2547/2548/2549/2550/2551/2552/2553/2554/2555/2556/2557/2558/2559/2560/2561/2562/2563/2564/2565/2566/2567/2568/2569/2570/2571/2572/2573/2574/2575/2576/2577/2578/2579/2580/2581/2582/2583/2584/2585/2586/2587/2588/2589/2590/2591/2592/2593/2594/2595/2596/2597/2598/2599/2600/2601/2602/2603/2604/2605/2606/2607/2608/2609/2610/2611/2612/2613/2614/2615/2616/2617/2618/2619/2620/2621/2622/2623/2624/2625/2626/2627/2628/2629/2630/2631/2632/2633/2634/2635/2636/2637/2638/2639/2640/2641/2642/2643/2644/2645/2646/2647/2648/2649/2650/2651/2652/2653/2654/2655/2656/2657/2658/2659/2660/2661/2662/2663/2664/2665/2666/2667/2668/2669/2670/2671/2672/2673/2674/2675/2676/2677/2678/2679/2680/2681/2682/2683/2684/2685/2686/2687/2688/2689/2690/2691/2692/2693/2694/2695/2696/2697/2698/2699/2700/2701/2702/2703/2704/2705/2706/2707/2708/2709/2710/2711/2712/2713/2714/2715/2716/2717/2718/2719/2720/2721/2722/2723/2724/2725/2726/2727/2728/2729/2730/2731/2732/2733/2734/2735/2736/2737/2738/2739/2740/2741/2742/2743/2744/2745/2746/2747/2748/2749/2750/2751/2752/2753/2754/2755/2756/2757/2758/2759/2760/2761/2762/2763/2764/2765/2766/2767/2768/2769/2770/2771/2772/2773/2774/2775/2776/2777/2778/2779/2780/2781/2782/2783/2784/2785/2786/2787/2788/2789/2790/2791/2792/2793/2794/2795/2796/2797/2798/2799/2800/2801/2802/2803/2804/2805/2806/2807/2808/2809/2810/2811/2812/2813/2814/2815/2816/2817/2818/2819/2820/2821/2822/2823/2824/2825/2826/2827/2828/2829/2830/2831/2832/2833/2834/2835/2836/2837/2838/2839/2840/2841/2842/2843/2844/2845/2846/2847/2848/2849/2850/2851/2852/2853/2854/2855/2856/2857/2858/2859/2860/2861/2862/2863/2864/2865/2866/2867/2868/2869/2870/2871/2872/2873/2874/2875/2876/2877/2878/2879/2880/2881/2882/2883/2884/2885/2886/2887/2888/2889/2890/2891/2892/2893/2894/2895/2896/2897/2898/2899/2900/2901/2902/2903/2904/2905/2906/2907/2908/2909/2910/2911/2912/2913/2914/2915/2916/2917/2918/2919/2920/2921/2922/2923/2924/2925/2926/2927/2928/2929/2930/2931/2932/2933/2934/2935/2936/2937/2938/2939/2940/2941/2942/2943/2944/2945/2946/2947/2948/2949/2950/2951/2952/2953/2954/2955/2956/2957/2958/2959/2960/2961/2962/2963/2964/2965/2966/2967/2968/2969/2970/2971/2972/2973/2974/2975/2976/2977/2978/2979/2980/2981/2982/2983/2984/2985/2986/2987/2988/2989/2990/2991/2992/2993/2994/2995/2996/2997/2998/2999/3000/3001/3002/3003/3004/3005/3006/3007/3008/3009/3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- and a common passage measuring about 2 Cottahs 04 Chittacks and 12 Square Feet was carved out for access, use and enjoyment of the said two lots, and each of the said lots being allotted to the said two sons.
8. Subsequent thereto, the said Manmotho Das and Gopi Nath Das sold various portions of their respective allotments to one Prabhawati Dasi, one Sk. Sentu Sardar and one Panu Bhuiyan.
 9. By a Bengali sale deed dated 22nd March, 1948 and registered at the office of the S. R. Sealdah in Book No. I Volume No. 20 at pages 158 to 163 Being No. 792 of 1948, the said Prabhawati Dasi wife of Lalit Mohan Kumar sold and transferred an area of 14 Cottahs 8 Chittacks forming part of Premises No. 25 Huges Road, Kolkata together with the proportionate share or interest common passage under the said compromise decree unto and in favour of one Bhagwan Chandra Khatick.
 10. By another Bengali sale deed dated 23rd February, 1949 and registered at the office of the S. R. Sealdah in Book No. I Volume No. 2 Pages 1210 to 1215 Being No. 292 of 1949, the said Sk. Sentu Sardar sold and transferred an area of 1 Cottahs forming part of Premises No. 25, Huges Road, Kolkata together with the proportionate share or interest common passage under the said compromise decree unto and in favour of the said Bhagwan Chandra Khatick.
 11. By another Bengali sale deed dated 23rd February, 1949 and registered at the office of the S. R. Sealdah in Book No. I Volume No. 10 Pages 74 to 77 Being No. 293 of 1949, the said Panu Bhuiyan sold and transferred an area of 0 Cottahs forming part of Premises No. 25, Huges Road, Kolkata together with the proportionate share or interest common passage under the said compromise decree unto and in favour of the said Bhagwan Chandra Khatick.
 12. By another Bengali sale deed dated 5th march, 1953 and registered at the office of the S. R. Sealdah in Book No. I Volume No. 10 Pages 288 to 292 Being No. 546 of 1953, the said Manmotho Nath Das sold and transferred an area of 05 Cottahs forming part of Premises No. 25/1, Huges Road, Kolkata together with the proportionate share or interest common passage under the said compromise decree unto and in favour of the said Bhagwan Chandra Khatick.

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That the said Bhagwan Chandra Khatick became the absolute owners of the entire plot of land measuring about 34 Cottahs 00 Chittack 12 Square Feet including the same a little more or less together with the structures standing thereon and also including the common passage so earmarked under the compromised deed dated 21st December, 1942.

The said Bhagwan Chandra Khatick died intestate on 20th February 1969 leaving behind surviving him 2 sons namely Murari Mohan Khatick, Madan Mohan Khatick, one daughter namely Phul Kumari Khatick and the heirs of his predeceased daughter Jay Laxmi Khatick who inherited his entire estate including the said property.

The said Murari Mohan Khatick had two wives namely Piyari Khatick and Saro Khatick. The said Murari Mohan Khatick died intestate on 31st July, 1984 leaving behind surviving, out of the wedlock of the first wife Piyari Khatick, who predeceased his 2 (two) sons namely Ram Krishna Khatick and Bharat Khatick and 5 (five) daughters namely Sabitri Sonker, Deepa Sonker, Punam Sonker, Anusuya Khatick and Sunita Agarwal AND his second wife, the said Saro Khatick and from such wedlock 4 (four) sons and 6 (six) daughters namely, Satrughan Khatick, Durga Khatick, Shambhu Khatick, Guru Pal Khatick, Kamla Khatick, Uma Sonker, Usha Rana, Tara Sonker, Lakshmi Khatick and Udata Prasad.

The said Madan Mohan Khatick died intestate on 23rd March, 1992, leaving behind surviving him his wife Sita Khatick, 2 sons namely Amal Khatick and Gopal Khatick and 2 (two) daughters Saraswati Sonkar and Chaya Khatick and also the heirs of his predeceased son Kamal Khatick and Bimal Khatick. The said Kamal Khatick had died intestate on 3rd May, 2011, leaving behind surviving him his wife Mina Khatick and two sons Biswajit Khatick and Arjun Khatick. The said Bimal Khatick had died intestate on 2nd June, 2001 leaving behind surviving him his wife Rita Khatick and one daughter Supriya Khatick.

The said Phul Kumari Khatick died on 26th November, 2011 intestate leaving behind surviving her Rajen Khatick, Bijen Khatick, Subhash Khatick, Sanjay Khatick, Gouri Sonkar, Gayatri Khatick, Sima Khatick, the heirs of her predeceased son Ratank Khatick namely Savitri Khatick and Chandan Khatick

Kamal Kumar Chandel's file

and also Kaushalya Das as also the heir of her predeceased daughter Sumitra Rana namely Purnima Hari.

18. The said Jay Laxmi Khatick had predeceased her father, the said Bhagwan Chandra Khatick on 9th April, 1968, intestate, and is survived by her only son Gokul Khatick as her only legal heir, her husband late Nanda Kumar Khatick having died intestate on 31st January, 1998.
19. The aforesaid heirs of the Bhagwan Chandra Khatick, who inherited the said property, being 40 in number, by 5 several deeds of conveyances, all dated 10th May, 2013 and all registered as in the office of the DSR – III, Alipore South 24 Parganas, all in Book No. I, having (a) CD Volume No. 9 at Pages 4150 to 4109 Being No. 04 566 of 2013; (b) CD Volume No. 9 at Pages 4008 to 4150 Being No. 04567 of 2013; (c) CD Volume No. 9 at Pages 4110 to 4160 Being No. 04568 of 2013; (d) CD Volume No. 9 at Pages 3957 to 4007 Being No. 04569 of 2013; and (e) CD Volume No. 9 at Pages 4214 to 4264 Being No. 04597 of 2013; sold conveyed and transferred unto and in favor of the said Panchkoti Heights Pvt. Ltd., Tilak Ratan Realtors Pvt. Ltd., Brijdhara Properties Pvt. Ltd. Mangaldham Realestate Pvt. Ltd. And Shiv Mahima Developers Pvt. Ltd. respectively, being the Seller herein, the said property including the common passage so earmarked under the compromised decree dated 21st December 1942 being ALL THAT the piece and parcel of land measuring out 34 Cottahs Or Chittack 12 Square Feet be the same a little more or less together with the structures standing thereon and also
20. The Seller herein thereafter applied for and caused its name to be recorded and mutated in the records of the Kolkata Municipal Corporation as the owners of the said premises, which has since been amalgamated. The Kolkata Municipal Corporation vide its sanction plan No. 2014070216 dated 10.03.2015 sanctioned a building in respect of the said premises for construction of a residential complex at the said premises.
21. The Buyer being desirous of purchasing a residential flat which is described in the Second Schedule hereunder written, has approached the Seller and at the Buyer's request, the Seller has agreed to sell convey and transfer the said flat as mentioned in the Second Schedule hereunder written to the Buyer for

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consideration and on the terms and conditions which have been agreed to by
and between the parties hereto and which are mentioned and recorded
in hereinafter.

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

DEFINITIONS:

The words, phrases and terms used in this agreement have and shall unless
excluded by or repugnant to the subject or context have the meanings
assigned to them herein below:

- a) ARCHITECTS shall mean, ESPACE Architects of No. 35 A, Dr. Sarat
Banerjee Road, Kolkata - 700029 or such other Architects as may be
appointed by the Seller from time to time for the Building.
- b) BUILDING shall mean the new residential building comprised in the
project "ELYSIUM" to be constructed at the said premises containing
several independent and self contained flats, car parking spaces and
other constructed areas.
- c) BUILT-UP AREA according to the context shall mean and include the
plinth area of any Unit in the building (including the thickness of the
external and internal walls thereof and columns therein PROVIDED
THAT if any wall or column be common between two units, then one
half of the area under such wall or column shall be included in the area
of each such Unit).
- d) COMMON AREAS AND INSTALLATIONS shall mean the common areas
installations and facilities in and for the premises mentioned and
specified in PART-I of the THIRD SCHEDULE hereunder written and
expressed by the Seller for common use and enjoyment of the Co-
owners BUT shall not include the roof top, car parking spaces, servants
quarters and other open and covered spaces at the Premises and the

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- Building which the Seller may from time to time express or intend to be so included in the common areas and installations.
- (e) COMMON EXPENSES shall mean and include all expenses for maintenance management upkeep operation and administration of the premises and the building and in particular the Common Areas and Installations and rendition of common services in common to the co-owners and all other expenses for the common purposes (including those mentioned in the FOURTH SCHEDULE hereunder written) to be contributed and shared by the Co-owners.
- (f) COMMON PURPOSES shall mean and include the purposes of managing maintaining and upkeeping the building and the premises and in particular the Common Areas and Installations & Rendition of common services in common to the co-owners, collection and disbursement of the Common Expenses and administering and dealing with the matters of common interest of the co-owners and relating to their mutual rights and obligations for the beneficial use and enjoyment of their respective units exclusively and the Common Areas and Installations in common.
- (g) COMPLEX MANAGEMENT AGREEMENT shall mean the proposed Agreement intended to be entered into between the Seller on the one hand and the Maintenance Company, upon its formation, on the other hand for maintenance management user and enjoyment of the said building and the premises and in particular the common areas and installations.
- (h) CO-OWNERS according to the context shall mean the persons who at the time being, own any Unit in the Building or have agreed to purchase the same and have taken possession thereof (including the Seller for those units and other constructed spaces not alienated to them and/or reserved and/or retained by them for their own exclusive use).
- (i) DATE OF COMMENCEMENT OF LIABILITY shall mean the date on which the Buyer takes actual physical possession of the said Unit and fulfilling all his liabilities and obligations in terms hereof OR the date of

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Director

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deemed possession upon expiry of the period specified in the notice by the Seller to the Buyer to take possession of the said Unit irrespective of whether the Buyer takes actual physical possession of the said Unit or not, whichever be earlier.

(f) LAWYERS shall mean Mr. Aditya Kanodia, Advocate, of No. 6, Old Post Office Street, 4th Floor, Kolkata appointed by the Seller for the project.

(k) MAINTENANCE COMPANY shall mean any Company incorporated OR Society that may be formed by the Seller for the common purposes having such rules regulations byelaws and restrictions as be deemed proper and necessary by the Seller in its absolute discretion. MAINTENANCE COMPANY shall upon its formation and its taking over charge of the acts relating to the Common Purposes from the Seller shall mean the Maintenance Company and till such time the Maintenance Company is formed and takes over charge of the acts relating to the Common Purposes shall mean the Seller.

(l) PARKING SPACES shall mean covered car parking spaces in the ground and basement floors of the Building at the premises and also the open car parking spaces in the open compound at the ground level of the premises as expressed or intended by the Seller at its sole discretion for parking of motor cars.

(m) PLAN shall mean the sanctioned building plan No. 2014070216 dated 20.03.2015 for construction of the Buildings which has been sanctioned by the Kolkata Municipal Corporation and shall include sanctionable modifications thereof and/or alterations thereto as may be made from time to time by the Seller, prior to and/or after sanction of the plan.

(n) PREMISES shall mean the land comprised in and situate at and being Municipal Premises Nos. 25, Dr. Ambedkar Sarani, Kolkata within P. S. Topsia under Ward No. 59 (previously Ward No. 61) of the Kolkata Municipal Corporation, containing an area of 34 (thirty four) Cottahs (00 (zero) Chittacks and 12 (twelve) square feet more or less more fully and particularly mentioned and described in the FIRST SCHEDULE

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hereunder written and wherever the context so permits shall include the building thereat.

(o) PROJECT shall mean "ELYSIUM", comprising of building(s) containing both residential spaces along with the car parking spaces, servant quarters, common areas and amenities, common spaces, other constructed and open areas, etc., to be constructed and comprised within the said Premises

(p) PROPORTIONATE OR PROPORTIONATELY according to the subject of context shall mean the proportion in which the super built up area of any Unit may bear to the super built up area of all the Units in the said building PROVIDED THAT where it refers to the share of the co-owner in the rates and/or taxes amongst the Common Expenses then such share of the whole shall be determined on the basis on which such rates and/or taxes are being respectively levied (i.e. in case the basis of any levy be on area rental income consideration or user then the share shall be determined on the basis of the area rental income consideration or user thereof).

(q) SAID SHARE IN THE SAID PREMISES shall mean proportionate undivided indivisible impartible variable share in the land comprised in the said premises attributable to the said unit agreed to be purchased hereunder by the Buyer.

(r) SAID UNIT shall mean the unit defined hereinbefore comprised in the Building to be built at the said premises, more fully and particularly mentioned and described in the SECOND SCHEDULE written hereunder with fittings and fixtures to be provided therein by the Seller as mentioned in PART-II of the THIRD SCHEDULE hereunder written and wherever the context so permits shall include the Buyer's proportionate undivided share in the Common Areas and Installations as also in the land comprised in the said premises attributable to the said Flat and further wherever the context so permits shall include the right of parking one motor car in the Car Parking Space and the Servant

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Quarter(s) and the Terrace(s) and the Roof Top, if so specifically and as expressly mentioned and described in the Second Schedule.

- b) SUPER BUILT UP AREA according to the context shall mean and include the built up area defined hereinabove together with the proportionate area added thereto pertaining to the common areas, stairs cases with landings, lift cages, lift machine rooms, other installations, landings, lobbies, pathways, internal roads and passages, leading passages, service areas, community room, swimming pool, gymnasium, other amenities and facilities, etc. as may be practically included therein and as may be required to be so included therein.
- c) UNITS shall mean the independent and self-contained residential flats and/or other constructed areas (capable of being independently and exclusively used and enjoyed) in the Building at the said premises and wherever the context so permits or intends shall include the Car Parking Space(s) and/or Servant Quarter(s) and/or Terrace(s) and/or Roof Top, if any, granted with the respective flat(s) and also the proportionate undivided share in the land comprised in the premises and in the common areas and installations, attributable thereto.
- d) Words importing MASCULINE GENDER shall include the FEMININE GENDER and NEUTER GENDER. Similarly words importing FEMININE GENDER shall include MASCULINE GENDER and NEUTER GENDER. Likewise NEUTER GENDER shall include MASCULINE GENDER and FEMININE GENDER.
- e) Words importing SINGULAR NUMBER shall include the PLURAL NUMBER and vice versa.

TITLE & PLANS:

The right title and interest of the Seller in respect of the said premises as hereinbefore recited has been examined by the Buyer to his satisfaction and the Buyer agrees and covenants not to raise any objection thereto or make any requisition in connection therewith. The Seller have obtained

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project finance from LIC Housing Finance Limited and is entitled to enter into this agreement with the Buyer in terms of such Project Finance.

1. The Buyer consents and confirms that the Seller shall be at liberty to have the said sanctioned plan further modified and/or altered and/or to add, alter and change the layout of the project/complex. The Buyer also consents to any further construction by the Seller above the existing roof and in such case; the ultimate roof shall be treated as the roof for the Buyer.

SALE OF PROPERTY AND CONSIDERATION:

1. The Seller has agreed to sell and the Buyer has agreed to purchase THAT a Residential flat at the said Premises TOGETHER WITH proportionate undivided indivisible variable share in the Premises, which is more fully and particularly mentioned and described in the First Schedule hereunder written attributable and appurtenant to the said Flat TOGETHER WITH proportionate undivided indivisible variable share in the Common Area and Installations which are more fully and particularly mentioned and described in PART-I of the Third Schedule hereunder written attributable to the said Flat AS ALSO TOGETHER WITH Car Parking Space and/or Servant Quarter and the Terrace(s) and/or the Roof Top, if any and if so specifically and expressly mentioned and described in the Second Schedule hereunder written (which are hereinafter collectively referred to as the said UNIT); and the Buyer has agreed to purchase the same at or for the consideration mentioned in Part - I of the Fourth Schedule hereunder written payable to the Seller in installments as mentioned in PART-II of the Fourth Schedule and on the terms and conditions herein recorded.
2. Time for payment of the consideration and all other amounts hereunder by the Buyer to the Seller shall be of essence to the contract.
3. For the purposes of convenience and better handling, the land owners being the Seller have nominated and appointed Shiv Mahima Developer

Private Limited to receive all payments and consideration on behalf of a
SHIVMAHIMA DEVELOPERS PVT. LTD.

[Signature]

Komal Kumar Chandelguthia

Komal Kumar Chandelguthia

The land owners and also authorised Shiv Mahima Developers Private Limited to issue valid discharge against all such receipts. Shiv Mahima Developers Private Limited has also been authorised to make all payments, issue all notices, deliver possession and take all necessary steps for implementation and performance of this agreement. Unless otherwise directed, the Buyer shall issue all cheques and other banking instruments and transfers in favour of the said Shiv Mahima Developers Private Limited.

CONSTRUCTION OF THE SAID UNIT AND THE BUILDING:

Subject to Force Majeure and subject to the Buyer making payment of the consideration and other amounts within the due dates stipulated hereunder and complying with his other obligations herein contained, the Seller will construct and complete the construction of the said Unit within the period mentioned in Part - III of the Third Schedule hereunder written and shall install and complete the Common Areas and Installations in the said Building within a reasonable time thereafter. The said Unit will be provided with the fittings fixtures and amenities as specified in Part - II of the Third Schedule hereunder written.

The Buyer shall not in any manner cause any objection obstruction interference or interruption at any time hereafter in the construction or completion of construction of or in the building or other parts of the said premises (notwithstanding the delivery of possession of the said Unit to the Buyer in the meantime and notwithstanding there being temporary inconvenience in the use and enjoyment thereof by the Buyer) nor shall at any time hereafter do or omit to be done anything whereby the construction or development of the building or the said premises or the sale or transfer of the other Units in the building is in any way interrupted or hindered or impeded with nor shall in any way commit breach of any of the terms and conditions herein contained and if due to any neglect or default on the part of the Buyer or because of any act or omission on the

part of the Buyer, the Seller are restrained from construction of the

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Building and/or transferring and disposing of the other units therein the
and in that event without prejudice to such other rights the Seller may
have, the Buyer shall be liable to compensate and also indemnify the Seller
for all losses damages costs claims demands actions and proceedings that
may be suffered or incurred by the Seller.

9. The Seller will construct the Building in accordance with the Plan as has
been sanctioned with such permissible modifications thereof and
alterations thereto as be deemed fit and proper by the Seller and shall
erect and install the common areas and installations there at which the
Buyer agrees to pay.

10. The Seller shall have the right to effect suitable alterations in the layout
plan of the Unit as also of the complex as a whole, if and when found
necessary or as per requirement of any statutory authority. Any change in
super built up area by reason of such change shall result in appropriate
change in consideration payable hereunder by the Buyer.

POSSESSION AND CONVEYANCE:

11. Upon constructing and completing the said Unit, the Seller shall give
notice thereof to the Buyer who shall within 15 days of such service
the entire balance consideration, if any, and all other amounts and
deposits payable by the Buyer to the Seller for sale of the said Unit and
fulfill all his other obligations and covenants hereunder and complete the
purchase and take possession of the said Unit. In case the buyer fails
neglects or avoids to take possession in terms of the notice to be issued by
the Seller, it shall be deemed at the expiry of 15 days from the service of
said notice that possession has been delivered by the Seller to the buyer
and the date of commencement of liability shall thus be date of such
deemed possession.

12. It has been expressly agreed that the said Unit shall be deemed to be fit for
possession as soon as the same is completed internally with the fitting

fixtures and amenities mentioned in Part - II of the Third Schedule
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hereunder written and the entrance ground floor lobby of the building is completed and at least one lift of the building is made operative and water drainage sewerage and electricity connections (temporary or permanent) are provided in or for the said Unit, it being clarified that it will not be necessary for the Seller to complete the Building or the Project in all manner and to install and make operative all the Common Areas and installations before the Seller giving such notice to the Buyer, which the Seller shall be entitled to do within a reasonable time thereafter.

In case upon completion of construction of the said Unit, the area thereof varies then the amounts payable hereunder by the Buyer to the Seller towards consideration money, deposits and/or otherwise (wherever such deposits and other amounts are payable on the basis of the area comprised in the said Unit) shall also vary at the rates specified herein and otherwise proportionately. It is expressly agreed that the Certificate of the Architect in regards the area of the said Unit shall be wholly conclusive and final and binding upon the parties hereto.

The Seller and the Buyer hereto shall execute the Conveyance in respect of the said Unit hereby agreed to be sold immediately after payment of the entire consideration and all other amounts payable hereunder by the Buyer to the Seller and delivery of possession of the said Unit by the Seller to the Buyer.

The Buyer's liabilities and obligations towards payment of Common expenses, rates and taxes and other outgoings payable in respect of the said Unit as well as all or any consequence of default, non performance or delay in performance of all or any of the obligations and covenants as contemplated under the Heading "Management Maintenance and Common Enjoyment" hereunder shall be deemed to have commenced on and from the Date of Commencement of Liability irrespective of when the Buyer takes actual physical possession of the said Unit and with effect from the Date of Commencement of Liability i.e. date of actual possession or deemed possession (as mentioned and defined hereinafter) as the case may be, it shall be deemed that the Seller has complied with all its

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obligations hereunder to the full satisfaction of the Buyer and the Buyer shall not be entitled thereafter to raise any dispute against or claim any amount from the Seller on any account whatsoever.

16. The conveyance and other documents of transfer to be executed in pursuance hereof shall be in such form and shall contain such covenants, exceptions, restrictions etc., as be drawn by the Lawyers and the Buyer shall execute the same without raising any objection. Provided That the Buyer shall be entitled to seek reasonable clarifications thereon.
17. The Buyer shall be obliged to obtain registered conveyance within 3 (three) months from the date of possession / deemed possession failing which the Buyer shall be liable to make payment of a sum of Rs. 20 per square feet per month or part thereof, to the Seller, on account of administrative expenses.

ALIENATION:

18. The Buyer, even before taking actual physical possession of the said Unit or grant of conveyance in terms hereof, shall be at liberty to deal with, encumber, let out, transfer or alienate the said Unit or the rights of the Buyer hereunder subject to -
- (i) the Buyer obtaining prior consent of the Seller in writing;
 - (ii) making payment of the entirety of all amounts payable hereunder to the Seller; and
 - (iii) not in any manner being in default in observance of his obligations hereunder;
 - (iv) shall not join the Seller as a party to such nomination agreement;

But Subject Nevertheless To the following terms and conditions:

- (a) the Lawyers shall draw up such nomination agreement and the Seller shall necessarily be required to be a party to any agreement made by the Buyer for nomination transfer letting out or alienation as aforesaid;

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- (b) Any such nomination transfer or alienation or letting out shall be on the terms conditions agreements and covenants contained herein and on the part of the Buyer to be observed fulfilled and performed and subject to payment of the nomination charges payable by Buyer / Nominee to the Seller at the following rate
- i. For the first nomination Rs. 100/- per square feet and;
 - ii. For every subsequent nomination Rs. 300/- per square feet.
- (c) The fees and/or legal charges of the Lawyers for preparation of each Nomination Agreement shall be Rs. 10,000/-.
- (d) The Buyer shall have previously informed the Seller in writing of the full particulars of such nominee transferee tenant and/or occupant, it being clarified that in case of leasing out or letting out the Buyer shall also inform in writing to the Seller of the full particulars of the rent and all other charges and benefits receivable by the Buyer in respect thereof to the extent necessary for assessment of the liability for rates and taxes and other impositions;
- (e) The Buyer shall be liable to pay all increase in the municipal rates and taxes and other outgoings as may be occasioned due to aforesaid leasing out or letting out.
- (f) In view of the preferential rates offered to the Buyer for the said Unit, the Buyer shall not be entitled to assign the said Unit until expiry of 1 year from the date hereof;
- (g) The Buyer shall not be entitled to assign the Unit in parts and the nomination shall be in respect of the entirety of the Unit hereby agreed to be sold;

EXTRAS AND DEPOSITS:

In addition to the consideration payable by the Buyer to the Seller as stated hereinabove, the Buyer shall, before the Date of Commencement of liability, pay to the Seller:

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Kamal Kumar Chandelguthia
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(a) All costs charges and expenses, for making any additions or alteration and/or for providing at the request of the Buyer any additional facility and/or utility in or relating to the said Unit in excess of those specified herein and proportionate share of those costs charges and expenses for providing any additional or extra common facility or utility to the owners in the said Building in addition to those mentioned herein, shall be payable before the work is commenced by the Seller. It is further clarified that if by reason of such additional work any delay is caused in completion of construction of the said Unit and/or the Common Area and Installations ultimately resulting in delay in the delivery or possession of the said Unit by the Seller to the Buyer, the Seller shall not be liable for any interest damages compensation etc., that may be suffered by the Buyer thereby;

(b) Betterment fees, development charges and other levies taxes duties and statutory liabilities that may be charged on the premises or on said Unit or on its transfer or construction in terms hereof partially or wholly, as the case may be and the same shall be paid by the Buyer within 7 days of the demand being made by the Seller;

(c) The buyer shall also pay to the Seller the following further sums in addition to the consideration amount:

- i. Generator Cost - Rs. 25,000/- per KVA, shall be payable at the time of possession;
- ii. Transformer, CESC Security Deposit and Electrical Expenses - as per actual to be determined by the Seller and shall be payable at the time of possession;
- iii. Formation of Maintenance Company / Association @ Rs. 10,000/- per Unit and shall be payable at the time of possession;
- iv. Maintenance Deposit @ Rs. 2.50/- per square feet per month for one year and shall be payable at the time of possession;
- v. Sinking fund @ Rs. 20.00/- per square feet and shall be payable at the time of possession.

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- vi. Legal charges – Rs. 15/- per square feet of super built up area, on agreement payable @ Rs. 7.50/- per square feet & on conveyance payable @ Rs. Rs. 7.50/- per square feet (subject to final measurement);
- vii. Deviations permissible Under Rule 25 of the KMC Building Rules, 1990 – Rs. 40/- per square feet and shall be payable at the time of possession;
- viii. It is clarified that in case VAT or Service Tax or any other such statutory levies be applicable on any of the above, the same shall be payable in addition to the same.

d) All stamp fees and registration fees for execution and registration of sale deed and other documents to be executed and/or registered in pursuance hereof and also all statutory charges payable therefor including the charges of the copywriter for copying of such documents and expenses incidental to registration shall be payable on actual and at the time of registration;

10. Maintenance deposit as aforesaid shall be deposited and retained with the Seller and/or the Maintenance Company and in the event of any default by the Buyer in making payment of the municipal and other rates, taxes and outgoings, electricity charges, maintenance charges and proportionate liability towards the Common Expenses (including those mentioned in the FOURTH SCHEDULE hereunder written) within the due dates and in the manner mentioned hereunder, the Seller and/or the maintenance company in their sole discretion and without prejudice to the other rights and remedies available to the Seller and/or the Maintenance Company, be entitled to meet out of the said deposit the amount/s under default. In case such deposit falls short for the amount in default, the Seller and/or the Maintenance Company shall be entitled to take recourse to other measures for recovery of the balance amount from the Buyer. Once the said amount is drawn for payment of the dues on account of the Buyer at



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any time, the buyer shall forthwith reimburse the amount so as to bring back the level of deposit to its original amount.

21. Unless otherwise expressly mentioned, all the aforesaid amounts shall be paid and/or deposited by the Buyer with the Seller and/or the Maintenance company, as the case may be, before the Date of Commencement of Liability. This shall not however prejudice the right of the Seller and/or the Maintenance company to claim or realise the said amounts thereafter in case the liability arises or accrues thereafter or if the Seller delivers possession of the said Unit without claiming and/or receiving the same and/or otherwise.

22. The payment and/or deposits to be made by the Buyer hereunder shall not carry any interest whatsoever.

MANAGEMENT, MAINTENANCE AND MAINTENANCE COMPANY:

23. As a matter of necessity, the Buyer, in using and enjoying the said Unit and the Common Areas and Installations binds himself and covenants to observe fulfill and perform the rules regulations obligations covenants and restrictions as may be made applicable by the Seller and/or Maintenance company from time to time for the quiet and peaceful use enjoyment and management of the said premises and in particular the Common Areas and Installation and other common purposes and in particular those mentioned in the Complex Management Scheme which shall be made effective separately in appropriate manner.

24. The Buyer shall regularly and punctually pay to the Seller or the Maintenance company, as the case may be, with effect from the Date of Commencement of Liability, the amounts expenses and outgoings as would be mentioned and contained in the Complex Management Scheme including, inter alia, the following:

a) Municipal rates and taxes and water tax, if any, assessed on or in respect of the said Unit directly to the Kolkata Municipal Corporation.

Provided That so long as the said Unit is not assessed separately for the

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purpose of such rates and taxes, the Buyer shall pay to the Seller or the Maintenance Company, proportionate share of all such rates and taxes assessed on the said premises;

- b) All other taxes impositions levies cess and outgoings whether existing or as may be imposed or levied at any time in future on or in respect of the said Unit or the Building or the said premises as a whole and whether demanded from or payable by the Buyer or the Seller and the same shall be paid by the Buyer wholly in case the same relates to the said Unit and proportionately in case the same relates to the Building or the said premises as a whole;
- c) Charges for using enjoying and/or availing any other utility or facility, if exclusively in or for the said Unit, wholly and if in common with the other Co-owners, proportionately to the Seller or the Maintenance Company as the case may be;
- d) Proportionate share of all Common Expenses (including those mentioned in the Fourth Schedule hereunder written) payable to the Seller or the Maintenance Company from time to time. It is clarified, recorded, confirmed and agreed that the Seller shall not be liable to pay or contribute towards maintenance charges in respect of the units that may remain unsold in the hands of the Seller;
- e) All penalty surcharge interest costs charges and expenses arising out of any delay, default or negligence on the part of the Buyer in payment of all or any of the aforesaid rates taxes impositions and/or outgoings proportionately or wholly as the case may be;
- f) Unless otherwise expressly mentioned elsewhere herein, all payments mentioned herein shall be made within 7th day of the month for which the same be due in case of monthly payments and otherwise also all other payments herein mentioned shall be made within 7 days of demand being made by the Seller or the Maintenance company. The bills and demands for the amounts payable by the Buyer shall be deemed to have been served upon the Buyer, in case the same is left in

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the said Unit or in the letter box in the building earmarked for the said Unit.

15. It is expressly agreed that the Certificate of the Architect as regards the areas / built up areas / super built up area of the Unit(s), the Common Areas and Installations etc., and all matters relevant thereto shall be final and binding upon the parties hereto.

16. The Seller shall at its own discretion cause formation of the Maintenance Company for the purpose of taking over charge of the acts relating to the Common Purposes and for the purpose of maintenance and management of the said building and the premises and in particular the common areas and Installations, having such rules regulations and restrictions as be deemed proper and necessary by the Seller.

17. With effect from the Date of Commencement of Liability, the Buyer agrees and covenants to become member and/or shareholder, as the case may be, of the Maintenance Company, upon its formation, without raising any objection whatsoever and purchase and acquire such number of shares in the Maintenance Company as be decided and/or deemed necessary and expedient by the Seller and also abide by all the rules regulations restrictions and bye-laws as be framed and/or made applicable by the Seller and/or the Maintenance Company for the common purposes and shall also sign and execute all papers, documents and applications for the purpose of formation of the Maintenance Company and to do all the necessary acts deeds and things. The voting rights of the Buyer in the Maintenance Company and also in all matters related to the common purposes shall be on individual basis without any relevance to area of the said Unit. The shares of and in the maintenance company shall be issued to all the buyers on uniform basis without reference to the size of the Unit. The maintenance charges shall be payable by all the buyers on proportionate basis in proportion to the super built up area of the Unit.

18. The Seller intends to enter into an agreement with the Maintenance Company, upon its formation laying down therein the terms conditions covenants and restrictions for maintenance management user and

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enjoyment of the said building and the premises and in particular the common areas and installations and the Buyer agrees and covenants to abide by and honour the same and also to ratify and confirm the same upon the same being entered into between the Seller on the one hand and the Maintenance Company on the other hand and the same is and shall be deemed to be a covenant running with land. The Buyer agrees and covenants to abide by the terms conditions covenants and restrictions to be contained in the proposed Complex Management Scheme.

30 For compliance of all or any of the obligations of the Buyer contained herein, the Buyer doth hereby appoint the Seller through any of its directors as his / her / its / their constituted attorney.

31 Till the time of formation of the Maintenance Company and its taking over the charge of the acts relating to the Common Purposes, the Seller and/or any person or persons nominated, appointed and/or authorized by the Seller shall be the Maintenance company and look after the common purposes and the Buyer undertakes to regularly and punctually pay to the Seller and/or any person or persons nominated, appointed and/or authorized by the Seller the maintenance charges and other amounts payable by the Buyer hereunder.

32 Upon formation of the Maintenance Company and upon sale of all the flats in the building belonging to the Seller or earlier at the sole discretion of the Seller, the Seller and/or any person or persons nominated, appointed and/or authorized by the Seller shall transfer to the Maintenance Company all their rights responsibilities and obligations with regard to the common purposes (save those expressly reserved by the Seller hereunder or so intended to be or so desired by the Seller hereafter) whereupon only the Maintenance Company shall be entitled thereto and obliged therefore. All reference to the Seller and/or any person or persons nominated, appointed and/or authorised by the Seller herein with regard to the common purposes shall thenceforth be deemed to be reference to the Maintenance Company.

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CHANDIGARH

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At the time of handing over the charge to the Maintenance Company, the Seller and/or any person or persons nominated, appointed and/or authorized by the Seller shall also transfer the residue then remaining of the deposit made by the Buyer after adjusting all amounts then remaining due and payable by the Buyer and the amounts thus transferred shall be held by the Maintenance Company to the account of the Co-owners respectively for the purpose thereof and the Buyer and the other parties hereto and the Maintenance Company shall remain liable to indemnify the Seller for all liabilities due to non fulfillment of their respective obligations by the Buyers and also for all liabilities claims and demands arising in course of the maintenance management upkeep and administration of the said premises by the Maintenance Company (including those on account of loss of life or property due to operation and maintenance of lifts and/or other Installations in the said premises).

Furthermore, with effect from date of formation of the Maintenance Company and its taking charge of the acts relating to the common purposes, all the employees of the Seller having appointment as on such date for the common purposes such as watchmen, security men, caretaker, sweeper, etc., shall be employed and/or absorbed by the Maintenance Company with continuity of service with effect from such date.

In case due to any reason whatsoever, the formation of Maintenance Company becomes unfeasible or not practicable or impossible, or is otherwise deemed fit by the Seller, then the Seller may award the job of Maintenance company to any third person or party under any contract or agreement or otherwise and on such terms and conditions as the Seller may agree with such person or party and the Buyer shall abide by and honour the same and the same shall is and shall be deemed to be a covenant running with land.

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BUYER'S ACKNOWLEDGEMENTS, COVENANTS AND ASSURANCES:

The Buyer shall not cause any objection obstruction interference or interruption at any time hereafter in the construction or completion of construction of or in the building or other parts of the said premises (notwithstanding there being temporary inconvenience in the use and enjoyment by the Buyer of the said Unit) nor do anything whereby the construction or development of the building or the said premises or the sale or transfer of the other Units in the building is in any way interrupted or hindered or impeded with and if due to any act or deed of the Buyer, the Seller is restrained from construction of the Building and/or transferring and disposing of the other units therein then and in that event without prejudice to such other rights the Seller may have, the Buyer shall be liable to compensate and also indemnify the Seller for all pre-determined losses damages costs claims demands actions and proceedings suffered or incurred by the Seller.

The Buyer shall not nor be entitled to ask, demand or seek delivery of possession of the said Unit so long the Buyer has not paid, in full, the consideration and other amounts and deposits agreed to be paid hereunder or is in default in performing any of his obligations and covenants herein contained.

Save the said Unit, the Buyer shall have no right nor shall claim any right whatsoever or howsoever over and in respect of the other units and spaces or constructed areas or parking spaces or the lawn/open space or other area not provided for common by the Seller at the said premises.

The Buyer shall not make any additions or alterations in the Unit as may cause blockage or interruption in the smooth flow of common areas and facilities within the complex and/or to cause any structural damage or encroachment on the structures of the buildings in the complex;

The Buyer shall not sub-divide or demolish any structures of the Unit or portion thereof or cause to make any new construction in the said Unit without prior approval and consent of the Seller or the concerned



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stipulated hereunder for the period during which the Buyer remains in default. This will be without prejudice to the other rights of the Seller hereunder. The Seller shall have the discretion to waive and/or reduce the interest payable as aforesaid.

In case the Seller condones the default of the Buyer then in such event, the Buyer shall, along with such dues and/or arrears, pay interest @ 18% per annum for the period of default on all amounts remaining unpaid and nonetheless in addition thereto it is expressly agreed and declared that the period stipulated in PART-III of the THIRD SCHEDULE hereunder written for construction of the said Unit by the Seller shall stand automatically extended by such period of default by the Buyer.

In case the Buyer complies with and/or is ready and willing to comply with his obligations hereunder and the Seller fails to construct the said Unit within the period stipulated in PART III of the THIRD SCHEDULE hereunder written then the Seller shall be allowed automatically an extension of 6 months and in case of failure on the part of the Seller to construct the said Unit even within such extended period then and only in such event the Seller shall be liable to pay compensation calculated at Rs. 5 per square feet per month, calculated from the date of expiry of the period of construction and the extension thereof till the date of delivery of possession of the said Unit to the Buyer.

FORCE MAJEURE

The completion of construction and/or giving of possession of the said Unit by the Seller to the Buyer and the compliance of all other obligation by the Seller shall nevertheless be subject to the Seller not being prevented by force majeure and storm, tempest, fire, flood, earthquake and other Acts of God or Acts of Government, Statutory Body etc., strike, riot, mob, air raid, order of injunction or otherwise restraining development or construction at the said premises by the Court of Law, Tribunal or Statutory

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... and any other reason beyond the Seller's control shall be included in *force majeure* for such purposes.

RIGHTS OF SELLER

Notwithstanding anything elsewhere to the contrary herein contained, it is hereby agreed and understood by and between the parties hereto as follows:

The Seller shall have the right to grant to any person the exclusive right to park car in or at the car parking spaces or otherwise use and enjoy for any other purposes, the side, front and back open spaces surrounding the building at the premises and also other covered spaces in the ground floor and in the demarcated basement floors of the building (including car parking spaces but not the one if expressly provided for grant to the Buyer under this Agreement or subsequent hereto) in such manner as the Seller shall in its absolute discretion think fit and proper.

The proportionate share of the Buyer in various matters referred herein shall be such as be determined by the Seller and the Buyer shall accept the same notwithstanding there being minor variations therein for the sake of convenience.

Save the said Unit the Buyer shall have no right nor shall claim any right whatsoever or howsoever over and in respect of other units and spaces or constructed areas or car parking spaces or servant's quarter or roof top at the said premises and the Seller shall be absolutely entitled to use, enjoy, transfer, sell and/or part with possession of the same and/or to deal with the same in any manner and to any person and on any terms and conditions as the Seller, in their absolute discretion, shall think fit and proper and the Buyer hereby consents to the same and agrees not to obstruct or hinder or raise any objection with regard thereto nor to claim any right of whatsoever nature over and in respect of the said areas and spaces belonging to the Seller exclusively.

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For the purposes of this sale, the Buyer shall have no connection whatsoever with the buyers of the other Units and there shall be no privity of contract or any agreement arrangement or obligation or interest as amongst the Buyer and the other Co-owners (either express or implied) and the Buyer shall be responsible to the Seller for fulfillment of the Buyer's obligations and the Buyer's obligations and the Seller rights shall in no way be affected or prejudiced thereby. However the Buyer shall be bound by all obligations owned to other Units and its occupants.

5.1 The Maintenance Company, upon its formation, shall be named as beneficiary by the Seller under such policy of insurance, to which the Buyer hereby expressly consents. In case upon completion of construction of the said Unit the super built up area thereof varies then the amounts payable hereunder by the Buyer to the Seller towards consideration money, deposits and/or otherwise (wherever such deposits and other amounts are payable on the basis of the super built up area comprised in the said Unit) shall also vary at the rates specified herein and otherwise proportionately.

The Buyer individually or along with the other co-owners will not require the Seller to contribute a proportionate share of the maintenance charges of the Units which are not alienated or agreed to be alienated by the Seller notwithstanding the Seller being Co-owners in respect thereof.

The properties and rights hereby agreed to be sold to the Buyer is and shall be one lot and shall not be partitioned or dismembered in part or parts in any manner save with the consent of the Seller in writing. It is further agreed and clarified that any transfer of the said Unit by the Buyer shall not be in any manner inconsistent herewith and the covenants herein contained shall run with the land.

If at any time hereafter there be imposition of any new or enhancement in any tax or levy or betterment fees or development charges or levies under any statute rules and regulations on the said premises and/or the Building as a whole and/or the said Unit or on the transfer thereof, the same shall be borne and paid by the Buyer partly or wholly as the case may be within

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7 days of a demand being made by the Seller without raising any objection thereto.

This Agreement contains the entire agreement of the parties and no oral representation or statement shall be considered valid or binding upon either of the parties nor shall any provision of this Agreement be terminated or waived except by written consent by both parties. The Buyer acknowledges upon signing of this Agreement that no agreements, conditions, stipulations, representations, guarantees or warranties have been made by the Seller or their agents, servants or employees other than those specifically set forth herein.

Any delay or indulgence by the Seller in enforcing the terms of this Agreement or any forbearance or giving of time to the Buyer shall not be construed as waiver of any breach or non-compliance by the Buyer nor shall the same in any way or manner prejudice the rights to the Seller.

The complex shall bear the name "ELYSIUM" unless changed by the Seller from time to time at its absolute discretion.

The paragraph headings do not form a part of the agreement and have been given only for the sake of convenience and shall not be taken into account for the construction or interpretation thereof.

ARBITRATION

All disputes and differences by and between the parties hereto in any way relating to or connected with the said Unit and/or this Agreement and/or anything done in pursuance hereof shall be referred to the sole arbitration of Mr. Ankur Jain, Advocate, having his office at 6, Old Post Office Street, Top Floor, Kolkata - 700001 in accordance with the Arbitration and Conciliation Act, 1996 as modified from time to time. The Venue for arbitration shall be at Kolkata. The Sole Arbitrator shall have the right to proceed summarily and to make interim awards.

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JURISDICTION

The Principal Civil Courts within the Ordinary Original Civil Jurisdiction of the Calcutta High Court shall have the jurisdiction to entertain try and determine all actions and proceedings between the parties hereto relating to or arising out of or under this agreement or connected therewith including the arbitration as provided hereinabove.

NOTICE: Unless otherwise expressly mentioned herein all notices to be served hereunder by any of the parties on the other shall be deemed to have been served if served by hand or sent by registered post with acknowledgment due at the address of the other party mentioned hereinabove or hereafter notified in writing and irrespective of any change of address or return of the cover sent by registered post without the same being served. None of the parties shall raise any objection as to service of the notice deemed to have been served as aforesaid.

THE FIRST SCHEDULE ABOVE REFERRED TO:

(The said premises)

ALL THAT the piece and parcel of Bastu land measuring about 34 (thirty four) Guntas 00 (zero) Chittacks and 12 (twelve) square feet of land being Municipal Premises Nos. 25, Dr. Ambedkar Sarani, Kolkata (previously known as Huges Road) within P. S. Topsis under Ward No. 59 (previously Ward No. 61) in Borough No. VII of the Kolkata Municipal Corporation butted and bounded in the following manner:

ON THE NORTH: Partly by premises No. 23/S Dr. Ambedkar Sarani;
Partly by Premises No. 23-S/1A, Dr. Ambedkar Sarani; Partly by
Premises No. 23A/1B Dr. Ambedkar Sarani & Partly by Premises
No. 23A/1, Dr. Ambedkar Sarani;

ON THE EAST: By KMC Road known as Dr. Ambedkar Sarani;

ON THE SOUTH: Partly by Premies No. 27 Dr. Ambedkar Sarani & Partly vacant

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Partly by Premises No. 23A/1 Dr. Ambedkar Sarani &
Partly by Premises No. 23A/3 Dr. Ambedkar Sarani;

OTHERWISE the same now are or is or heretofore were or was
called known numbered described or distinguished.

THE SECOND SCHEDULE ABOVE REFERRED TO:

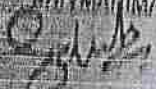
(Unit)

Residential Flat No. 2B on the Second Floor together with
on the Second Floor, to contain in aggregate a super built-up
(thousand Nine Hundred Seventy Seven) Square Feet more or less
complex under construction at or within the said premises
Schedule hereinabove written.

With the extended Terrace attached with the said residential flat No. 2B
Floor to contain by measurement built up area of 709 square feet be
more or less.

TOGETHER WITH the right to park 1 medium sized motor car on the ground
that may be allotted by the Seller.

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Director

Kamal Kumar Chakraborty

Kamran Chaudhary

THE THIRD SCHEDULE ABOVE REFERRED TO

PART - I

(Common Areas and Installations)

1. Entrance and exit gates of the said premises.
2. Paths, passages and driveways in the said premises other than those reserved by the Seller for its own use for any purpose and those meant or earmarked or intended to be reserved for parking of motor cars or other vehicles or marked by the Seller for use of any Co-owner.
3. The staircases of the buildings along with their full and half landings with stair covers on the common area at the ultimate roof. The common areas will be well decorated and finished with marble or granite or vitrified tiles or equivalent flooring.
4. Roof Area demarcated for the common use by the Seller;
5. Landscaped Garden;
6. Air-Conditioned fully equipped Gymnasium;
7. Swimming pool;
8. Air-conditioned community hall with attached kitchen;
9. High end passenger lifts along with lift shafts and the lobby in front of it on typical floors and Lift machine room.
10. Stand-by diesel generator set of reputed make of sufficient capacity for lighting the lights at the common areas, for operation of lifts and pump and for supply of power in the said Unit to the extent of quantum mentioned herein and/or in the other Units during power failure and generator room on the ground floor of the building.
11. Effective Fire fighting system designed to retard fire spread.
12. Water filtration plant.
13. Rain Water Harvesting Provisions
14. Water pump with motor and with water supply pipes to overhead water tank and with distribution pipes there from connecting to different flats.
15. Water waste and sewerage evacuation pipes from the Flats to drains and sewers common to the building and from the building to the municipal drain, Garbage Chute.
16. Sewerage treatment plant;
17. Round the clock security with surveillance camera in all common areas with security staff room.
18. Common toilets in the Ground Floor.
19. Intercom facility.
20. Jogging Track.
21. Children's play area with equipments.
22. Boundary walls.
23. Transformer, Electric Room, Electrical fittings, sanitary wares, staff room, maintenance office etc.
24. Any other common amenities installed by the Seller specifically for common use;

THE SELLER

[Signature]

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PART - II

SPECIFICATIONS

Pile Foundation Earth Quake Resistant RCC Structure
Inside : POP/Putty
Outside : Combination Of Cladding and/or High Quality Cement/Textured Paint

Dining /
Room,

Vitrified Tiles

Kitchen

Glazed Ceramic Tiles Till Door Height For Toilets And 2' 0" Above Counter In Kitchen
Antiskid Ceramic Tiles

Granite Counter With Stainless Steel Sink
Electrical Points For Refrigerator, Water Filter And Exhaust Fan

C.P Fittings And Sanitary Fittings Of Jaguar Or Equivalent Make
Electrical Points For Geyser And Exhaust Fan
Plumbing Provision For Hot/Cold Water Line

Casement Windows With Inbuilt Grills

Painted Hush Doors With Cylindrical Locks
Both Sides Laminated Main Door With Godrej Night Latch

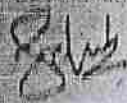
Provision For Ac Power Points In All Bedrooms, Living And Dining
Cable TV, Telephone Wiring In Living/Dining
Adequate Electrical Points In All Bedrooms, Living / Dining, Kitchen & Toilets
Washing Machine Point
Modular Switches Of Good Make
Intercom Facility

Provision for 750 Watts in 3BHK and 1000 Watts for 4BHK

AIRCONDITIONING VRF / VRV SYSTEM

ELEVATORS 15 Pax Automatic Lifts Mitsubishi/Otis/ Kone Or of Similar Make

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Director

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Part - III
(Period of construction of Unit)

The Unit described in Part II of the SECOND SCHEDULE hereinabove written is to be constructed and completed within March 2018. Provided that in case if it be so required by the Seller the time for completion shall stand extended by a further period of six months thereafter, however subject to Force Majure and other terms and conditions recorded herein.

THE FOURTH SCHEDULE ABOVE REFERRED TO:
(Common Expenses)

1. MAINTENANCE: All costs and expenses of maintaining repairing redecorating and renewing etc., of the main structure and the top roof (only to the extent of leakage and drainage to the upper floors), gutters and water pipes for all porousses, drains and electric cables and wires in under or upon the building and enjoyed or used by the co-owners in common with each other, main entrance and exit gates, landings and staircases of the said building and enjoyed by the co-owners in common as aforesaid and the boundary walls of the premises, compounds etc. The costs of cleaning and lighting the main entrance and exit gates, passage, driveway, landings, staircases and other parts of the said premises so enjoyed or used by the co-owners in common as aforesaid and keeping the adjoining side spaces in good and repaired conditions.
2. OPERATIONAL: All expenses for running and operating all machines equipments and installations comprised in the Common Areas and Installations (Including, Lifts, Water Pump with Motor, Generator, Fire Fighting Equipments and accessories, CCTV, Security Systems, Deep Tube Well, Equipments and accessories in or for the entertainment / fitness areas or the air-conditioned hall, Swimming Poll Gymnasium etc.) and also the costs of repairing, renovating and replacing the same.
3. STAFF: The salaries of and all other expenses of the staffs to be employed for the common purposes (e.g. security, electrician, maintenance persons, caretaker, plumber, administration persons, accountant, clerk, gardeners, sweepers, liftmen etc.) including their bonus and other emoluments and benefits.
4. TAXES: Municipal and other rates, taxes and levies and all other outgoings, if any in respect of the premises (save those assessed separately in respect of any unit).
5. INSURANCE: Insurance premium, if incurred for insurance of the said building and premises and also otherwise for insuring the same against earthquake, damages, fire, lightning, mob, violence, civil commotion (and other risks, if insured).
6. COMMON UTILITIES: Expenses for serving / supply of common facilities and utilities and all charges incidental thereto.

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[Signature]

Kamal Kumar Chandra
[Signature]

ARTICLE 10: Creation of funds for replacement, renovation and/or other periodic expenses.

ARTICLE 11: All other expenses and/or outgoings including litigation expenses as incurred by the Maintenance Company for the common purposes.

THE FIFTH SCHEDULE ABOVE REFERRED TO:

PART-I

(Consideration)

The consideration payable by the Buyer to the Seller for sale of the said Unit

Particulars	Amount in Rupees
Consideration for residential flat with servant's quarter - 1977 sq ft (including 10% GST @ Rs.6000/-)	1,18,62,000.00
Consideration for extended terrace (calculated @ Rs. 6000/- x one half sq ft)	21,30,000.00
Consideration for parking space	7,00,000.00
TOTAL	Rs.1,46,92,000.00

PART-II

(Installments)

The amount mentioned in PART-I of this Schedule shall be paid by the Buyer to the Seller in installments as follows:

Booking	Rs. 5 Lac
On Agreement	20% less 5 lacs
On Completion Of Deck	10%
On Completion Of 2 nd Floor Roof Casting	5%
On Completion Of 5 th Floor Roof Casting	10%
On Completion Of 8 th Floor Roof Casting	5%
On Completion Of 11 th Floor Roof Casting	10%
On Completion Of 13 th Floor Roof Casting	5%
On Completion Of Brick Work and Plaster	15%
On Possession	Balance

BHIVMAHIMA DEVELOPERS PVT. LTD.

Director

Kamal Kumar Chandra

Kamla Chandra

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

SIGNED SEALED AND DELIVERED

By the SELLER at Kolkata

in the presence of:



AJAY KUMAR ACHARYA
43, DOBSON ROAD,
HOWRAH-71101

✓
SHIVMAHIMA DEVELOPERS PVT. LTD.



Director

Kamal Kumar Chaudhary,
Kam Kum Chaudhary
SIGNED SEALED AND DELIVERED

By the BUYER at Kolkata

in the presence of:

SHIVMAHIMA DEVELOPERS PVT. LTD.

Director

... within named Buyer the sum of Rs. 5,00,000/-
... and being in part payment of the total agreed
... by the Buyer to the Seller, as per Memo below:

MEMO OF CONSIDERATION

Dated	Drawn on	Amount in Rs.
04/09/15	HDFC	2,50,000.00
04/09/15	HDFC	2,50,000.00

SHIVMAHIMA DEVELOPERS PVT. LTD

[Signature]
Director

(Seller)

[Signature]

Drafted by me

(Ananya Kanodia)

ADVOCATE