

- (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:

19. 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:

Chandigarh

Shivmaahima Developers Pvt. Ltd.

- (a) All costs charges and expenses, for making any additions or alterations 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 Co-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 Areas and Installations ultimately resulting in delay in the delivery of 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 the 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. 30.00/- per square feet and shall be payable at the time of possession.

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Selva
Director

Chandgothia
Sangita Chandgothia

- 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;

20) The 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 any amount is drawn for payment of the dues on account of the Buyer at

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

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.

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

MANAGEMENT, MAINTENANCE AND MAINTENANCE COMPANY:

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.

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

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

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.

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.

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.

21. 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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[Handwritten signatures]
Sangita Chandguthia

enjoyment of the said building and the premises and in particular 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.

29. 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.

30. 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 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.

31. 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 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.

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).

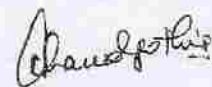
Furthermore, with effect from date of formation of the Maintenance Company and its taking charge of the acts relating to the common purposes, all the employees of the Seller having appointment as on such date for the common purposes such as watchmen, security men, caretaker, sweeper, etc., shall be employed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



Sangita Chandguthia

BUYER'S ACKNOWLEDGEMENTS, COVENANTS AND ASSURANCES:

35. 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.
36. 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.
37. 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.
38. 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;
39. 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

authority. The Buyer shall not change the color or façade of the outer walls of the Unit;

(i) The Buyer or any other person occupying the said Unit, in any capacity whatsoever, shall not be entitled to cause or carry out any Animal Slaughter in the said Unit or any part of the said Residential project. This covenant is accepted by the Buyer and his Successors in Interest in supersession of any custom, religious practice or otherwise.

In case of any increase in the sanctioned area or any further construction being made by the Seller, the proportionate right attributable to the said Unit in the said land and also common areas and facilities, shall stand accordingly altered;

The Buyer unconditionally agrees to allow the Seller to add any adjoining plots of land and including the same in the existing project and also provide for sharing of the driveways, entrances, ingress and egress as also the common facilities and amenities provided in the Project with such added plots of land and the construction made thereon

DEFAULTS:

(ii) In case the Buyer commits default in making payment of the consideration mentioned herein or in observing his covenants herein within time then in such event, this agreement shall at the option of the Seller stand terminated and rescinded and the Seller shall become entitled to enjoy and/or transfer the said Unit to any person without in any way becoming liable to the Buyer and upon the Seller having entered into a contract for sale of the said Unit with any new buyer or buyers, the Seller shall refund to the Buyer the earnest money paid by the Buyer to the Seller after deducting a sum equivalent to 15% of the total consideration payable as mentioned in Part - I of the Fourth Schedule written hereunder only as and by way of pre-determined compensation / liquidated damages.

(iii) The Buyer shall pay interest @ 18% per annum on all sums becoming due to the Seller and which the Buyer fails to pay to the Seller within the period

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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.

4.2 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.

4.3 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

4.4 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

(Signature)

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

RIGHTS OF SELLER

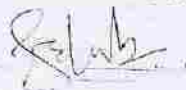
Notwithstanding anything elsewhere to the contrary herein contained, it is expressly agreed and understood by and between the parties hereto as hereunder:

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.

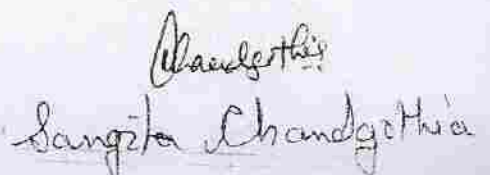
The proportionate share of the Buyer in various matters referred herein shall be such as be determined by the Seller and the Buyer shall accept the same notwithstanding there being minor variations therein for the sake of convenience.

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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Chandgothia

52 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 Seller's obligations and the Seller's 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.

53 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.

54 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.

55 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.

56 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

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 what is 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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Director



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JURISDICTION

62. 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.

63. 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) Gattans 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. Topsia 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
Land;

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

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

THE SECOND SCHEDULE ABOVE REFERRED TO:

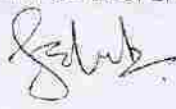
(Unit)


THAT the Residential Flat No. 2C on the Second Floor together with
Quarter No.3 on the Second Floor, to contain in aggregate a super built-up
area (One Thousand Six Hundred Twenty Five) Square Feet more or less within
residential complex under construction at or within the said premises described in
the schedule hereinabove written.

TOGETHER WITH the extended Terrace attached with the said residential flat No. 2C
on the second floor to contain by measurement built up area of 225 square feet be
more or less.

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

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Director


Sangita Chandguthia

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 in 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;

PART - II

SPECIFICATIONS

STRUCTURE
WALL FINISH

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

FLOORING

Bed room, Dining /
Living room,
Kitchen
& Kitchen
Toilet floor.

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

KITCHEN

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

TOILET

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

WINDOWS

Casement Windows With Inbuilt Grills

DOORS

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

ELECTRICAL

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

9. DG BACK UP

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

10. AIRCONDITIONING

VRF / VRV SYSTEM

11. ELEVATORS

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

SHIVMAHIMA DEVELOPERS PVT. LTD.

[Signature]

Director

[Signature]

[Signature]

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 purposes, 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 Pool 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.

7. RESERVES: Creation of funds for replacement, renovation and/or other periodic expenses.
8. OTHERS: All other expenses and/or outgoings including litigation expenses as are 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 shall be as follows:-

Sl. No.	Particulars	Amount in Rupees
1.	The residential flat with servant's quarter - 1625 sq ft (calculated @ Rs.6000/-)	97,50,000.00
2.	The extended terrace (calculated @ Rs. 6000/- x one half of 225 sq ft)	6,78,000.00
3.	The 1 car parking space	6,00,000.00
	TOTAL	Rs.1,10,28,000.00

PART-II

(Installments)

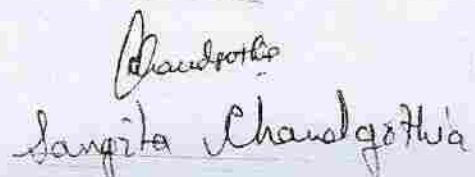
The amount mentioned in PART-I of this Schedule shall be paid by the Buyer to the Seller in installments as follows:

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

SHIVMAHIMA DEVELOPERS PVT. LTD.



Director
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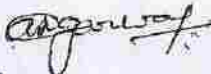

Sangita Chaudharia

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: (1)


HJAY KUMAR ARWAL
43, DOORSIN ROAD
HOVARAM - 711101



Sangita Chandgothia

SIGNED SEALED AND DELIVERED

By the BUYER at Kolkata

in the presence of:

SHIVMAHIMA DEVELOPERS PVT. LTD.


Director

RECEIVED of and from the within named Buyer the sum of Rs. 5,00,000/- (Rupees Five Lacs) only towards and being in part payment of the total agreed consideration amount payable by the Buyer to the Seller, as per Memo below:

MEMO OF CONSIDERATION

Serial No.	Cheque / D. D. No.	Dated	Drawn on	Amount in Rs.
1	000073	09.09.15	HDFC	2,50,000.00
2	000093	09.09.15	HDFC	2,50,000.00
3				
4				

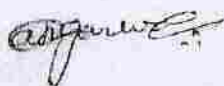
SHIVMAHIMA DEVELOPERS PVT. LTD.


Director

(Seller)

Witnesses:

1



2

Drafted by me

(Aditya Kanodia)
Advocate.