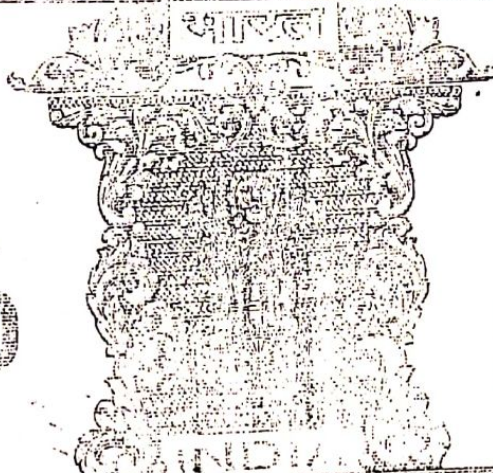


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AGREEMENT

1. Date: 01-01-2011

2. Place: Kolkata

3. Parties:

3.1 (1) SRI AMALESH CHANDRA CHOWDHURY, (2) SRI BIMALESH CHOWDHURY, (3) SRI NIRMALESH CHOWDHURY, (4) SRI NIKHILESH CHOWDHURY, all sons of Late Abinash Chandra Chowdhury, all by faith Hindu, by Occupation Business, residing at 8/1 and 9 Rai Charan pal Lane, under Police Station Topsia, Kolkata - 700046, (Owners, includes successors in interest)

CONSTRUCTION

[Signature]

Parties.

[Signature]

SK Malabari A.I.
Doulai Unisa Ph.D.

[Signature]

K. G. N. CONSTRUCTION, a Partnership Firm, having its Office at 18/2B, Balu Hakkak Lane, under Police Station Karaya, Kolkata - 700017, represented by its Partners namely (1) MD. AMINUDDIN, son of Late Md. Diljan, by faith Muslim, by Occupation Business, residing at 22Q, Radha Gobinda Saha Lane, under Police Station Karaya, Kolkata - 700017 and (2) MIZANNOOR RAHMAN, son of Fakir Ali, by faith Muslim, by Occupation business, residing at Village Golashia, Post Office Diyara, under Police Station Barasat in the District of North 24-parganas, Rajarhat, Kolkata - 700135, (3) DHARMENDAR KUMAR JAIN Son of Sri Moolchand Choraria, by faith Hindu, by Occupation Business, residing at 48/3 Leela Ray Sarani Flat no 8A, Singhi Park Kolkata 700 019 (Developer, includes successors-in-interest)

And

- 3.3 SK. MAHASIN ALI son of Sk. Anjad Ali by faith Islam by occupation Service and DOULAT UNNESA KHATUN wife of SK. Mahasin Ali by faith Islam by occupation Housewife both residing at Enayetpur, P.O. - Ghosediha, Midnapore (West) - 721156 (Purchaser, includes successors-in-interest).

Owner, Developer and Purchaser collectively Parties and individually Party.

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

4. Subject Matter of Agreement:

- 4.1 Transfer of Said Flat And Appurtenances: Terms and conditions for transfer of:
- 4.1.1 Said Flat: Residential Flat No. 5J, 5th floor, super built up area approximately 1159) square feet, described in Part-I of the 2nd Schedule below (Said Flat), comprised in the block - "II" as mentioned in Part-I of the 2nd Schedule below (Said Block), in the proposed building named IMPERIAL PARK, at premises no 8/1 Rai Charan Pal Lane be the same more or less lying situate under Police Station Beniapur at present Police Station Topsia, Kolkata - 700046 within the Limit of Kolkata Municipal Corporation ward no 69, more fully described in Part-I of the 1st Schedule below (Said Premises).
- 4.1.2 Land Share: Undivided, impartible, proportionate and variable share in the land comprised in the Said Premises, as is attributable to the Said Flat (Land

K. G. N. CONSTRUCTION

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Partners

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Doalat Unnesa Khatoon

Share). The Land Share is/shall be derived by taking into consideration the proportion, which the built up area of the Said Flat bears to the total built up area of the Said Building.

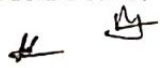
- 4.1.4 **Parking Space:** The right to park 1 (ONE) covered Car Parking Space in the ground floor in the Premises described in Part-II of the 2nd Schedule below (Parking Space).
- 4.1.5 **Share In The Common Portions:** Undivided, impartible, proportionate and variable share and/or interest in the common areas, amenities and facilities of the Said Block and the Said Complex as is attributable to the Said Flat (Share In Common Portions), the said common areas, amenities and facilities being described in the 3rd Schedule below (collectively Common Portions). The Share In Common Portions is/shall be derived by taking into consideration the proportion which the built up area of the Said Flat bears to the total built up area of the Said Complex.


The Said Flat, the Land Share, the Parking Space (if any) and the Share In Common Portions, collectively described in Part-III of the 2nd Schedule below (collectively Said Flat And Appurtenances).

5. **Background:**

- 5.1 **Ownership and Title:** The Owner has represented to the Purchaser that by virtue of the events and in the circumstances mentioned in Part-II of the 1st Schedule below (Devolution Of Title), the Owner became and is the absolute and undisputed owner of the Said Premises, free from all encumbrances and the Owner is in peaceful possession thereof and has entered into an Development Agreement with the Developer .
- 5.2 **Sanctioned Plan:** With the intention of developing and commercially exploiting the Said Premises by constructing the Said Complex thereon and selling the flats and other covered and open spaces therein (Units), the Developer has got a building plan sanctioned by the Kolkata Municipal Corporation (KMC) vide Building Permit No. 2010070075 dated 16th July 2010, (Sanctioned Plan, which includes all sanctioned/ permissible modifications made thereto, if any, from time to time).
- 5.3 **Scheme:** The Developer formulated a scheme for sale of Units in the Said Premises.
- 5.4 **Application and Allotment:** The Purchaser has applied to the Developer for purchase of the Said Flat And Appurtenances and the Developer has allotted

E. G. N. CONSTRUCTION


Partner.


Doulat Vard...

the same to the Purchaser conditional upon the Purchaser entering into this Agreement.

5.5 Agreement to Record: Pursuant to the aforesaid application made by the Purchaser and the allotment made by the Developer, this Agreement is being entered into between the Parties for recording the conclusive and comprehensive terms and conditions (superseding all previous documents, Term sheet and understandings if any) for sale of the Said Flat And Appurtenances by the Developer to the Purchaser.

6. Conditions Precedent:

6.1 Acceptance of Conditions Precedent: The Parties have accepted and agreed that the following are and shall be the conditions precedent to this Agreement:

6.1.1 Financial and Other Capacity of Purchaser: The undertaking of the Purchaser to the Developer that the Purchaser has the financial and other resources to meet and comply with all financial and other obligations under this Agreement, punctually.

6.1.2 Satisfaction of Purchaser: The undertaking of the Purchaser to the Developer that the Purchaser is acquainted with, fully aware of and is thoroughly satisfied about the title of the Owner and Developer, the Sanctioned Plan, all the background papers mentioned in the Devolution Of Title, the right of the Owner and Developer to enter into this Agreement and the extent of the rights being granted in favour of the Purchaser, and the Purchaser shall not raise any objection with regard thereto.

6.1.3 Measurement: The mutual agreement and acceptance by and between the Parties that on completion of construction if the measurement of the Said Flat increases from that mentioned in this Agreement ((the increase and /or decrease being determined by Architect), such increase and/or decrease shall be accepted by the Purchaser as final and binding. The Total Price (defined in Clause 8.1 below) shall increase or decrease on the basis of such final measurement.

6.1.4 Parking Space Allotment: Acceptance by the Purchaser that the Parking Space shall be allotted to the Purchaser on lottery basis after possession

6.1.5 Rights Confined to Said Flat And Appurtenances: The undertaking of the Purchaser to the Developer that the right, title and interest of the Purchaser



Divulad Umabir Pan

is confined only to the Said Flat And Appurtenances and the Developer is entitled to deal with and dispose off all other portions of the Said Building in the Said Premises to third parties at the sole discretion of the Developer, to which the Purchaser, under no circumstances, shall be entitled to raise any objection.

- 6.1.6 **Covenants:** The mutual agreement and acceptance by and between the Parties that (1) the covenants of the Purchaser (**Purchaser's Covenants**) and the covenants of the Developer (**Developer's Covenants**) as mentioned in Clause 10 and its sub clauses below shall perpetually run with the land, (2) the Purchaser's Covenants and the Developer's Covenants (collectively **Covenants**) shall bind them and their successors-in-title or interest and (3) this Agreement is based on the undertaking that the Purchaser's Covenants and the Developer's Covenants shall be strictly performed by the Purchaser and the Developer, respectively.
- 6.1.7 **Common Portions Subject to Change:** The mutual agreement and acceptance by and between the Parties that although the Common Portions are described in the 3rd Schedule below, the Developer shall be entitled to modify or improvise upon the Common Portions and the Purchaser shall not have any claim, financial or otherwise, against the Developer for such modification or improvisation.
- 6.1.8 **Extension/Addition of Project:** The undertaking of the Purchaser to the Developer that notwithstanding anything contained in this Agreement, the Purchaser has no objection and shall under no circumstances have any objection to the Developer (1) modifying the Sanctioned Plan, if necessary (2) constructing additional floors in the Said Building and/or the Said Complex and (3) selling the additional floors and/or using them in the manner the Developer desires.

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

7. **Commencements and Validity:**

- 7.1 **Date of Commencement:** This Agreement has commenced and shall be deemed to have commenced on and with effect from the date mentioned at the beginning of this Agreement.

(Handwritten marks)

(Signature)
Dorabai Vaidya

20. Execution and Delivery:

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

SIGNED SEALED AND DELIVERED
by the OWNER at Kolkata in the
presence of :

Md. Aminuddin

Md. Aminuddin

Self vendors & Developer and
For on behalf of

- 1. Amalesh Chandra Chowdhury
 - 2. Binitlesh Chowdhury
 - 3. Nirmalesh Chowdhury
 - 4. Nikhilesh Chowdhury
- Constituted attorney holders

SIGNED SEALED AND DELIVERED
by the DEVELOPER at Kolkata in the
presence of :

E. G. N. CONSTRUCTION

*18B, Ashutosh Linkhaya Road,
Kolkata - 700020.*

SK Maham

Md. Aminuddin

Partner.

SIGNED SEALED AND DELIVERED
by the PURCHASER at Kolkata in the
presence of :

Md. Aminuddin

SK Maham A.C.

Doulat Umison Khosla