

12. This agreement is the only agreement between the Sellers and the Purchaser. All other earlier negotiations, letter, brochures and/or advertisements shall have no binding value or force. Any variation and/or alteration of the provisions hereof can take place only by formal written agreement entered into between parties hereto.

ARBITRATION:

1. All disputes and differences by and between the parties hereto in any way relating to or connected with the premises and/or the said Complex and/or this Agreement and/or anything done in pursuance hereof shall be referred for arbitration and adjudicated in accordance with the Arbitration and Conciliation Act, 1996. The Arbitrator shall have the right to proceed summarily and to make interim awards.
2. The Parties shall not commence legal proceedings or have any receiver appointed over the said Flat and Appurtenances and/or the said Complex/Residential Premises. Without first referring the matter to arbitration and till the Arbitral Tribunal has given its award.

JURISDICTION:

1. Only the Courts having territorial jurisdiction over the said land shall have jurisdiction in all matters relating to or arising out of this Agreement.

PREMISES shall mean premises described in the FIRST **SCHEDULE** hereto and delineated on the Map marked "**A**" and bordered "**BLUE**" thereon and shall also include the said complex to be constructed thereon, whatever the context so permits;

SAID FLATS shall mean the Flats on the entire 2nd Floor of SOUTH TWIN II Apartments having a Super Built-up Area of 1939 **sq.ft.** morefully described in the **SECOND SCHEDULE** hereto and delineated on the Map marked "**B**", bordered "**GREEN**" thereon and as per plan attached herewith;

UNDIVIDED IMPARTIBLE PROPORTIONATE SHARE shall mean the undivided share in the Land described in the **SECOND SCHEDULE** hereto, appurtenant to use said flat and inter alia, agreed to be sold to the Purchaser hereunder, which shall always be impartible and shall be proportionate to the Super Built-up Area of the



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said Flat and shall also mean such shares appurtenant to all other flats comprised in the said Complex, wherever the context permits.

Interpretation:

1. **SINGULAR** shall include the plural and vice versa;
2. **MASCULINE** shall include the feminine and neuter gender and vice versa;


MUTATION, TAXES AND IMPOSITIONS:

1. The Sellers shall, after the transfer being complete in terms hereof, for and on behalf of the Purchaser, apply for and have said Flat separately assessed for the purpose of assessment of municipal rates and taxes.
2. Until such time as the said Flat be not separately assessed and/or mutated in respect of any tax or imposition, the Purchaser shall bear and pay the proportionate share of the rates and Taxes.
3. Upon the mutation of the said Flat in the name of the Purchaser for the purpose of liability of any tax or imposition, the Purchaser shall pay wholly such tax or imposition, in respect of the said Flat and proportionately in respect of the Common Portions.
4. Apart from the amount of such taxes and impositions, the Purchaser shall be liable to pay the penalty, interest, costs, charges and expenses for and in respect of such taxes or impositions, proportionately or wholly, as the case may be.
5. All taxes, impositions and outgoings, including penalties, costs, charges and expenses, in respect of the said land and the said Complex, accruing till the date of possession of the said Flat, shall be paid, borne and discharged by the Sellers exclusively and those accruing for the period thereafter shall be paid, borne and discharged by the Purchaser wholly, in case the same relates exclusively to the said Flat and proportionately, in case the same relates to the said land and the said Complex.
6. The terms "Taxes" and "Imposition" referred to in the above sub-clause of clause 2 immediately proceeding shall include Land Revenue, Panchayat/Local Civic Body Rates and Taxes, Surcharge, Multistoried Building Tax, Urban Land Tax, Betterment Fees, Water Tax, etc. and/or taxes of similar nature and/or any other taxes and levies relating to the said land

comprised in the said Complex and/or the said Flat and the Rights and Properties Appurtenant Thereto, as may be imposed from time to time.

7. **MANAGEMENT AND MAINTENANCE OF THE COMMON PORTIONS:**

1. Until formation of the association by all the Flat-Owners in the said Complex, the Sellers, may maintain the common portions and utilities at the said Complex (excluding the amenities and facilities comprised in the said Club) through the said Lead Co-Owner and/or by any professional commercial facility management organization (**Facility Manager**), In this regard, it is clarified that (1) the Facility Manager shall operate, manage and render specified day to day services with regard to the Common Portions, (2) the facility Manager shall levy and collect the Common Expenses/Maintenance Charges, (3) the Purchaser shall be bound to pay the Common Expenses/ Maintenance Charges to the Facility Manager without any dispute and objection within the 7th day of each calendar month in advance, failing which the Facility Manager may impose the penalty and/or terminate the services to the said defaulted Flat (4) the Facility Manager may be replaced by the consent of 80% (eighty percent) or more of the residents of the said Complex. The said Facility Manager shall handover the entire maintainance and management of the building within One Year.
2. The Facility Manager for the better usages and management and up-keeping of the Common Portions and utilities, any time to time formulate such rules and regulations in future, which shall be observed by the Purchaser without raising any objections whatsoever.
3. Upon the formation of the Association, the Association may frame such rules, regulations and bye-laws for the Common Purposes, which the Purchaser hereby bound to accept and abide by the same.
4. The Purchaser shall co-operate in the management and maintenance of the common portions and facilities in the New Buildings and/or in the Complex.
5. The Purchaser shall allow the Facility Manager/Association and its workmen to enter into said Flat for completion and repairing of the Common Portions and utilities and for the other Common Purposes.



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6. The Purchaser shall pay and bear the Common Expenses and other outgoings in respect of the common portions and facilities in the New Buildings and/or the said Complex, proportionately and the said Flat, wholly;

THE ASSOCIATION:

1. The Purchaser along with other Co-Owners of the Flats at the said Complex, within a period of 1 (One) year shall form a Association and for the purpose shall pay proportionately all cost and charges for and/or relating to the formation and the establishment of the Association and shall sign such forms, papers, documents, memorandum, articles, declarations, constitution, rules and/or regulations as be necessary and be necessary assistance to the Flat Owners for the purpose.

USER OF THE SAID FLAT AND THE COMMON PORTIONS:

1. The Purchaser shall, at their own costs and expenses, do the following:
 - (a) Keep the said Flat and every part thereof and all fixtures and fittings therein or exclusive thereto property painted and in good repairs and in a neat and clean condition and as a decent and respectable place.
 - (b) Use the said Flat and all Common Portions carefully, peacefully and quietly and only for the purpose for which it is meant.
 - (c) Use all paths, passages, and staircases (save those reserved hereunder by the Sellers or the Association, upon its formation) for the purpose of ingress and egress and for no other purposes whatsoever, unless permitted by the Sellers or the Association, upon its formation, in writing.
 - (d) Use and affix grills as specified by the Sellers.
 - (e) The Purchaser shall **NOT** do the following.
 - (f) Obstruct the Sellers or the Association in their acts, relating to the Common Purposes.
 - (g) Violate any of the rules and/or regulations laid down for the Common Purposes and for the user of the Common Portions.
 - (h) Injure, harm or damage the Common Portions or any other Flats in the said Complex by making any alterations or withdrawing any support or otherwise.
 - (i) Alter any portion, elevation or colour scheme of the said Complex.

- (j) Throw or accumulate or cause to be thrown or accumulated any dust, rubbish or other refuses in the Common Portions **SAVE** at the place indicated therefore.
- (k) Place or cause to be placed any article or object in the Common Portions.
- (l) Use the said Flat or any part thereof for any purpose other than for residential purpose.
- (m) Carry on or cause to be carried on any obnoxious or injurious activity in or through the said Flat or the Common Portions.
- (n) Do or permit anything to be done which is likely to cause nuisance or annoyance to the occupants of the of the other Flats in the said Complex and/or the adjoining building or buildings.
- (o) Use or allow the said Flat or any part thereof to be used for any club, meeting, conference hall, nursing home, hospital, boarding house, catering place, restaurant or other public purpose without the written consent of the Sellers/Association.
- (p) Put up or affix any sign board, name plate or other things or other similar articles in the Common Portions or outside walls of the said Complex and/or outside walls of the said Flat **SAVE** at the place or places provided therefore or approved in writing by the Sellers or the Association **PROVIDED THAT** this shall not prevent the Purchaser from displaying a decent name plate outside the main door of the said Flat.
- (q) Obstruct or object to the Sellers using, allowing others to use, transferring or making any construction on any part of the Premises and/or the said Complex **SAVE** the said Flat.
- (r) Obstruct the Sellers in selling or granting rights to any person on any part of the Premises and/or the said Complex (excepting in the said Flat).
- (s) Keep or store any offensive, combustible, obnoxious, hazardous or dangerous articles in the said Flat.
- (t) Keep any domestic animal or pet **SAVE** in the manner permitted in writing by the Sellers or the Association or the Panchayat/Local Civic Body and other authorities.

- (u) Affix or draw any wire, cable, pipe from to or through any Common Portions or outside walls of the New Building or other Flats **SAVE** usual home appliances.
- (v) Install or keep or run any generator so as to cause nuisance to the occupants of the other portions of the said Complex.
- (w) Install any air-conditioner except according to the specifications of the Sellers and on obtaining prior written permission of the Sellers.
- (x) Affix or change windows or grills other than according to the approved specifications of the Sellers and on obtaining prior written permission of the Sellers.
- (y) Change the colour scheme of the windows and grills of the said Flat other than according to the specifications of the Sellers and on obtaining prior written permission of the Sellers.

PAYMENTS AND DEPOSITS TOWARDS TAXES AND IMPOSITIONS AND THE COMMON EXPENSES:

1. The Deposits and payments to be made by the Purchaser in terms hereof, including, those mentioned hereinabove shall be made by the Purchaser within 8 (eight) days of the Sellers' or the Association's (upon its formation) leaving its bill for the same in the said flat and/or at the above last notified address of the Purchaser.
2. The Purchaser shall regularly and punctually pay the proportionate share of the Common Expenses on the dates and in the manner elsewhere contained herein.

It is clarified that, out of the payments and deposits mentioned hereinabove, in case there be any deficit, the Purchaser shall be refunded to the Purchaser or adjusted with the future payments by the Purchaser to the Sellers and upon its formation, to the Association at the Sellers' and/or the Association's discretion.

SPECIFICATION FOR THE PROPOSED CONSTRUCTION

BRICK WORK

External Wall: 200 / 250 mm thick brickwork with cement mortar in proportion (1:6) by using 1st class kiln burnt brick.

Partition Wall: 75 / 125 mm thick brickwork with sand cement mortar in proportion (1: 4) by using 1st class kiln burnt bricks.

PLASTERING

19 MM/ 12 MM 6 MM of plastering in standard proportion and respective areas. outer and inner surface of walls and ceiling.

CONCRETE WORKS

All concrete Works in the project, plan or R.C.C. will be done in desired proportion of 1:3:6, 1:2:4 and 1:1.5:3.

GRILLS

Aluminium frame/Mild Steel flat / square bars will be used.

STAIRCASE

Staircase will be finished with strong Kota stone and Tiles and modern design floor materials with hand railings.

DRAINAGE

Necessary water drainage connection as per Kolkata Municipal Corporation requirement (as per approved drawing) with very good quality material.

ROOF TREATMENT

I.P.S finish of very good quality will be laid on roof.

WATER SUPPLY

Sweet Water from KMC supply, Deep Tube well may be provided subject to permission of the KMC.

PAINTING & FINISHING

Outside face of external walls -

High quality snowcem with colour weather proof and waterproof paint materials.

Internal face of the walls -
plastic Emulsion paint with designer effect.

Good quality White Wall Putty with

Windows, gate and grills will be painted with coats of primer.

FLOOR OF ROOMS

Marble/Fancy Exquisite design Tiles flooring combined with Marble(with Acid polish) in all rooms, verandah and kitchen etc.

TOILET WALLS

Upto 6'9" finished with glazed premium tiles.

WINDOWS

Fully glazed/coated premium quality aluminum windows.(With three doors sliding type measuring 6ft X 3 ft) . All the windows shall have box type (1ft depth) grill of good strength painted with 1 coat of primer. Each window shall be provided with 3 or 4 mm thick frosted glass.



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DOOR

32/35mm Modern Weather proof Flush Doors with premium quality Godrej Locks will be provided by the Developer with equivalent good quality wooden frames(Size 6.5 ft X 3.5 ft main door & 6.5 ft X 3 ft rooms doors) .

SANITARY FITTINGS IN TOILETS

The following will be provided: Tap with mixing arrangements in toilets.

White wash basin (20")

White commode of porcelain. (Wall mounted type) with suitable good quality flushing system.

Concealed hot Geyser and cold water pipe line.

Doors & frames of toilet shall be from good quality laminated Doors.

PANTRY/KITCHEN

Kitchen platform will be of Green marble/Granite and designer ceramic tiles over the kitchen platform and stainless steel sink will be provided. 2 nos water taps & 1 no tap for Aqua guard connection shall be provided

ELECTRICAL POINTS AND FITTINGS

Concealed P.V.C. conduits, Copper wiring and copper conductors of desired cores, Modular Switches , MCB power points for Air-conditioners and Geyser with MS concealed switch box with earthing. Telephone socket, T.v. socket and transmission point.

Each flat will be provided with following points:

- (i) Separate meter connection for each flats. Electricity connection duly wired upto meter & the flats with separate MCB. 1 changeover switch from electricity to generator.
- (ii) Rooms/Drawing room- each with 3 lights, 1 fan, 3 plugs(2 nos -5 amp & 1 no 15 amp)), 1 AC point .
- (iii) Kitchen – 2 lights, 1 Exhaust fan, 2 plug (15 amp)
- (iv) Toilet – 2 lights, 1 Exhaust fan, 1 plug(15 amp)
- (v) Points for dish antenna in drawing room
- (vi) Intercom connection
- (vii) 1 telephone connection

LIFT

Automatic Lift of Reputed brand(OTIS/KONE) will be provided.

GENERATOR

Silent Generator of reputed brand will be installed at the premises for backup power supply. The cost will be proportionately shared between the flat owners.



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SECURITY ROOM

A Security Room will be provided on the ground floor for 24 hrs security of the building.

FIRST SCHEDULE ABOVE REFERRED TO

(Entire Property)

All that piece and parcel of land measuring an area 4 Cottahs 9 Chittacks and 7 Sq.ft. being premises No.265D/1, B.L.Saha Road, Kolkata - 700053, within the limit of K.M.C. in ward No. 116, which is butted and bounded as follow.

Being bounded in the manner as follows :-

ON THE NORTH : Premises No. 265, B.L.Saha Road;

ON THE SOUTH : Premises No. 265D, B.L.Saha Road;

ON THE EAST : By Eastern Half of 265D, B.L.Saha Road;

ON THE WEST : By 33 feet wide B.L.Saha Road (Public Road);

SECOND SCHEDULE ABOVE REFERRED TO


All that being Flats on the entire 2nd Floor facing Road side measuring 1939 sq.ft. in the new building to be constructed at premises No. 265D/1, B.L.Saha Road, Kolkata - 700053 and as per Broucher plan layout annexed herewith and marked with red borders along with the right to all common facilities and amenities including Lift, Terrace, Driveways, Lobby.

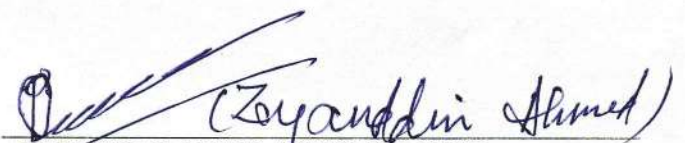
IN WITNESS WHEREOF the Parties hereunto have set and subscribed their hands and seal this day month and year first above written.

Signed, Sealed & Delivered
by both the parties at
Kolkata in presence of :-

1. Sk. Selifabangor
138 K.C. Sur St.
Kolkata - 700053

2. Syed. Malihuddin
265D/1 B.L.Saha Road
Kolkata 700053

ANANDAM HOUSING (P) LTD.

FIRST PARTY / OWNER


SECOND PARTY / PURCHASER
26/08/2016