

AGREEMENT

1. Date: _____

2. Place: Kolkata

3. Parties:

3.1 Vasundhara Nirman Unnayan Private Limited, a company incorporated under the Companies Act, 1956, having its registered office at BH-155, Sector-II, Salt Lake, Police Station Bidhannagar East, Kolkata-700091, represented by its director Mr. Dipankar Basu, son of Late Anil Chandra Basu, of BH-155, Sector-II, Salt Lake, Police Station- Bidhannagar East, Kolkata-700091.

- 3.2 **Dipankar Basu**, son of Late Anil Chandra Basu, residing at BH-155, Sector-II, Salt Lake, Police Station-Bidhannagar East, Kolkata-700091.
- 3.3 **Sima Basu**, wife of Dipankar Basu, residing at BH-155, Sector-II, Salt Lake, Police Station-Bidhannagar East, Kolkata- 700091.

Duly represented by their Constituted Attorney namely, Mr. Hemont Kumar Sikaria, son of Sri Sajan Sikaria, by faith Hindu, by occupation Business, residing at the premises no. 267, Bangur Avenue, Block- B, Kolkata- 700055.
(Collectively **Owners**, includes successor-in-interest and assigns)

And

- 3.4 **Mounthill Realty Private Limited**, a company incorporated under the Companies Act, 1956, having its office at between Gate No. 1 & 2, 1st floor, Salt Lake Stadium Complex, Salt Lake City, Police Station Bidhan Nagar South, Kolkata-700098, represented by its director Mr. Hemont Kumar Sikaria, son of Sri Sajan Sikaria, residing at the premises no. 267, Bangur Avenue, Block- B, Kolkata- 700055.
(**Developer**, includes successor-in-interest and assigns)

And

- 3.5 _____

(**Buyer**, includes successors-in-interest).

Owners and Developer collectively **Sellers**

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

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

4. Subject Matter of Agreement

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

4.1.1 **Said Flat:** Apartment/Residential Flat bearing No. _____, _____ (_____) floor, super built-up area approximately _____ (_____) square feet, in the Block No. _____ (_____) (**Said Block**), described in **Part-I** of the **2ndSchedule** below (**Said Flat**), in the proposed complex named "**Mounthill Essence**" (**Said Complex**) at Kalaberia, Kamarbari, Post Office Rajarhat Bishnupur, Kolkata-700135, Police Station Rajarhat, within the limits of the Rajarhat Bishnupur 01 No. *Gram Panchayat*, District North 24 Parganas described in **Part-I** of the **1stSchedule** 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 Share**). The Land Share is/shall be derived by taking into consideration the proportion which the super built-up area of the Said Flat bears to the total super built-up area of the Said Block.
- 4.1.3 **Parking Space:** The right to park _____ (_____) medium sized car/s/ in the covered space in the ground floor of any block in the Said Complex and _____ (_____) medium sized car/s in the open space at the ground level of the Said Premises, which (1) shall be allotted to the Buyer after completion of construction of the Said Complex and the allotment will be made on the first-cum-first-allotted basis depending on the submission of the application form (2) can only be used for parking of a medium sized motor car/two wheeler of the Buyer, as the case may be, and not for any other purposes, described in **Part-II** of the **2nd Schedule** below (**Parking Space**), if any
- 4.1.4 **Share In Common Portions:** Undivided, impartible, proportionate and variable share and/or interest in the common areas, amenities and facilities of the Said Block/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 super built-up area of the Said Flat bears to the total super built-up area of the Said Block.

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 **Absolute Ownership:** The Sellers have represented to the Buyer that by virtue of the events and in the circumstances described in **Part-II** of the **1st Schedule** below (**Devolution of Title**), the Owners have become the joint owners of the Said Premises, free from all encumbrances and the Developer is now in peaceful possession thereof.
- 5.2 **Development Agreements:** With the intention of developing and commercially exploiting their respective land by constructing the Said Complex thereon and selling the flats and other covered and open spaces therein (**Flats**), the Owners have entered into a development agreement dated 12th July, 2012, registered in the Office of the Additional District Sub-Registrar, Bidhannagar (Salt Lake City), in Book No. I, CD Volume No. 12, at Pages 14095 to 14135, being Deed No. 08924 for the year 2012 (**Development Agreement**) with the Developer, who is a well known developer, to develop the Said Premises.
- 5.3 **Power of Attorney:** By a Power of Attorney dated 12th July, 2012, registered in the Office of the Additional District Sub-Registrar, Bidhannagar (Salt Lake City), in Book No. I, CD Volume No. 12, at Pages 14319 to 14328, being Deed No. 08934 for the year 2012, the Owners have appointed the Developer as their lawful attorney and empowered the Developer to do all acts, things and deeds in relation to develop the entire land by constructing the Said Complex and to sell various saleable areas out of the Developer's Allocation (defined in Clause 13.3 of the Development Agreement) comprised in the Said Block/Said Complex and to execute this Conveyance on their behalf.
- 5.4 **Sanctioned Plans:** Pursuant to the Development Agreement, for construction of the Said Complex, the Developer has got a building plan sanctioned by the Rajarhat Bishnupur 1 No. *Gram Panchayat* dated 5th December, 2012 (**Sanctioned Plans**, which includes all sanctioned/permmissible modifications made thereto, if any, from time to time).
- 5.5 **Allocation:** By mutual consent, certain Flats in the Said Complex have been allocated to the Owners (collectively **Owners' Allocation**) and certain other Flats in the Said Complex have been allocated to the Developer (collectively **Developer's Allocation**). The Said Flat And Appurtenances is comprised in and forms part of the Developer's Allocation.

- 5.6 **Said Scheme:** For selling the Flats comprised in the Developer's Allocation, the Developer has adopted a scheme (**Said Scheme**). The Said Scheme is based on the legal premises that (1) the land contained in the Said Premises is owned by the Owners and hence Land Shares therein must be transferred by the Owners, (2) such transfer by the Owners is in consideration of the Developer bearing all costs for the construction of the Owners' Allocation and paying all other consideration to the Owners, (3) consequently, prospective purchasers (**Intending Buyers**) are nominees of the Developer and would have to pay all consideration for the Land Shares to the Developer and not the Owners, (4) the Flats comprised in the Developer's Allocation belong to the Developer as they have been constructed by the Developer at the Developer's own cost and hence they shall be transferred by the Developer, (5) to give perfect title to the Intending Buyers, the Owners and the Developer should jointly enter into agreement with the Intending Buyers where under the Owners (accepting the Intending Buyers to be nominees of the Developer) would agree to sell Land Shares to the Intending Buyers and the Developer would agree to sell Flats comprised in the Developer's Allocation to the Intending Buyers and (6) the consolidated consideration payable by the Intending Buyers (for the Flats and the Land Shares) should be received entirely by the Developer.
- 5.7 **Application and Allotment:** The Buyer has applied to the Developer for purchase of the Said Flat And Appurtenances and the Developer has allotted the same to the Buyer conditional upon the Buyer entering into this Agreement.
- 5.8 **Agreement to Record:** Pursuant to the aforesaid application made by the Buyer 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 as mentioned in this agreement (superseding all previous documents and understandings) for sale of the Said Flat And Appurtenances by the Sellers to the Buyer, in accordance with the Said Scheme.

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 Buyer:** The undertaking of the Buyer to the Developer that the Buyer has the financial and other resources to meet and comply with all financial and other obligations under this Agreement, punctually.
- 6.1.2 **Satisfaction of Buyer:** The undertaking of the Buyer to the Sellers that the Buyer is acquainted with, fully aware of and is thoroughly satisfied about the title of the Sellers, the Sanctioned Plans, all the background papers described in the Devolution of Title, the right of the Sellers to enter into this Agreement and the extent of the rights being granted in favour of the Buyer, and the Buyer shall not raise any objection with regard thereto.
- 6.1.3 **Measurement:** The mutual agreement and acceptance by and between the Parties that the measurement of the Said Flat as mentioned in this Agreement is tentative and (1) the final measurement of the Said Flat will be done by the Developer on completion of its construction, (2) the built-up area (including entire or proportionate share of thickness of the wall of the concerned flat) of the Said Flat shall be certified by **MN Consultants One design Solutions**, Architect or such other architect as may be appointed by the Developer from time to time (**Architect/Engineer**), (3) built-up area of the Said Flat will be 30% (thirty percent) less than the super built-up area and (4) neither of the Parties shall question and/or challenge the built-up area certified by the Architect/Engineer, at any time or under any circumstances. The Total Price (defined in Clause 8.1 below) shall increase or decrease on the basis of the final measurement done by the Architect/Engineer in the above manner.
- 6.1.4 **Parking Space Allotment:** The mutual agreement and acceptance by and between the Parties that (1) the Parking Space (if any has been agreed to be taken by the Buyer) shall be allotted to the Buyer after completion of construction of the Said Complex but simultaneously with delivery of possession of the Said Flat, (2) if covered, the Parking Space shall be at the ground floor of the Said Block and if open, at any place at the ground level of the Said Premises, (3) the Parking Space can only be used for parking of a medium sized motor car/two wheeler of the Buyer and not for any other purposes and (4) the Buyer will have only right to park in the Parking Space.

- 6.1.5 **Rights Confined to Said Flat And Appurtenances:** The undertaking of the Buyer to the Sellers that the right, title and interest of the Buyer is confined only to the Said Flat And Appurtenances and the Sellers are entitled to deal with and dispose off all other portions of the Said Block/Said Complex to third parties at the sole discretion of the Sellers, to which the Buyer, under no circumstances, shall be entitled to raise any objection.
- 6.1.6 **Covenants:** The mutual agreement and acceptance by and between the Parties that (1) the covenants of the Buyer (**Buyer's Covenants**) and the covenants of the Sellers (**Sellers' Covenants**) as mentioned in Clause 10 and its Sub Clauses below shall perpetually run with the land,(2) the Buyer's Covenants and the Sellers' Covenants (collectively **Covenants**) shall bind them and their successors-in-title or interest and (3) this Agreement is based on the undertaking that the Buyer's Covenants and the Sellers' Covenants shall be strictly performed by the Buyer and the Sellers, respectively.
- 6.1.7 **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 said description is only indicative and is not intended to bind the Developer in any manner. The Developer shall, in the absolute discretion of the Developer, be entitled to modify or improvise upon the Common Portions and the Buyer shall not have any claim, financial or otherwise, against the Developer for such modification or improvisation.
- 6.1.8 **Addition/Alteration of Said Block:** The undertaking of the Buyer to the Developer that notwithstanding anything contained in this Agreement, the Buyer has no objection and shall under no circumstances have any objection to Developer (1) modifying the Sanctioned Plans (excluding the portion relating to the Said Flat), if necessary and the Developer raising further floors in the Said Block/Said Complex, in addition to the floors already sanctioned by the concerned authority, only after obtaining legal sanction from the competent authority and (2) granting all forms of unfettered and perpetual proportionate right of ownership and use over the Common Portions of the Said Block/Said Complex and the Said Premises to other Intending Buyers.

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

7. Commencement and Validity

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

8. Total Price, Additional Cost, Payment and Extras

- 8.1 **Total Price:** The consideration for sale of the Said Flat, the Land Share and Share In Common Portions is Rs. _____/- (_____) **And** for right to park _____ (_____) medium sized car/s/ in the covered/open (Tick the applicable one) space in the ground floor in the Said Complex is Rs. _____/- (_____) aggregating to Rs. _____/- (_____) (collectively **Total Price** as per 2nd Schedule, Part-IV), to be paid in full to the Developer, which the Parties

confirm and accept. The Total Price is exclusive of the applicable Service Taxes, which the Parties confirm and accept. The Buyer agrees to pay the Total Consideration along with applicable Service Taxes. The Total Price has been fixed by mutual consent and hence it shall not be open to question by any Party **provided however** the Total Price shall vary proportionately in the manner mentioned in Clause 6.1.3 above and does not include the Extras (defined in Clause 8.5 below).

8.2 **Additional Cost:** During the construction of the Said Flat, if the Buyer desires to have any additional modification, changes in the Said Flat other than those which are specified herein, the Buyer shall communicate the same to the Sellers in writing, the Sellers shall then estimate the tentative cost to be incurred for that purpose (**Additional Cost**) and intimate the amount of the Additional Cost in writing to the Buyer. The Sellers shall do all further modifications and changes in the Said Flat only after receiving the estimated Additional Cost. It is to be clarified hereby that under no circumstances the Additional Cost will be presumed to be a part of the Total Price.

8.3 **Payment of Total Price:** The Total Price shall be paid by the Buyer to the Developer in the manner mentioned in the chart below, time being the essence of contract. The Buyer agrees and covenants not to claim any right or possession over and in respect of the Said Flat And Appurtenances till such time the Buyer has paid the entirety of the Total Price, Additional Cost (defined in Clause 8.2 above) and the Extras (defined in Clause 8.5 below).

Sl.	Payment Description	Percentage
1.	At or before the execution hereof	20% of Total Price plus proportionate Service Tax (after adjustment of Booking Amount)
2.	On Foundation of Said Block	10% of Total Price plus proportionate Service Tax
3.	On Ground Floor Roof Casting of Said Block	12% of Total Price plus proportionate Service Tax
4.	On 1 st Floor Roof Casting of Said Block	12% of Total Price plus proportionate Service Tax
5.	On 2 nd Floor Roof Casting of Said Block	12% of Total Price plus proportionate Service Tax
6.	On 3 rd Floor Roof Casting of Said Block	12% of Total Price plus proportionate Service Tax
7.	On 4 th Floor Roof Casting of Said Block	12% of Total Price plus proportionate Service Tax
8.	On Brickwork of Said Flat	5% of Total Price plus proportionate Service Tax
9.	On Possession of Said Flat	5% of Total Price plus proportionate Service Tax

8.4 **Notice for Payment:** On happening of each event mentioned in the chart above, the Developer shall give written notice to the Buyer (**Payment Notice**), quantifying the amount payable by the Buyer. Within 15 (fifteen) days of the date of receipt of the Payment Notice, the Buyer shall (unconditionally, without demur and without raising any dispute about service/receipt of the Payment Notice), pay the amount quantified in the Payment Notice, failing which the Buyer shall be deemed to be in default and the consequences mentioned in Clause 11.2 shall follow. The Buyer covenants that the

Buyer shall regularly and punctually make payment of the installments of the Total Price in the manner mentioned in the chart above and this Agreement is and shall be deemed to be sufficient notice to the Buyer about the obligation to make payment. Timely payment of the Total Price and the Extras (defined in Clause 8.5 below) shall be the essence of the contract. If payments are made by negotiable instruments, the same shall be made payable at Kolkata and favouring “**Mounthill Realty Private Limited A/c Essence**”.

8.5 **Extras:** In addition to the Total Price and the Additional Cost (if any), the Buyer shall also pay to the Sellers, as and when demanded by the Sellers, the following amounts (collectively **Extras**):

8.5.1 **Proportionately:** Proportionately, costs, expenses, deposits and charges for:

- (a) **Special Amenities/Facilities:** providing any special amenities/facilities in the Common Portions (save and except those described in the **3rd Schedule** below) and improved specifications of construction of the Said Building over and above the specifications described in the **4th Schedule** below (**Specifications**).
- (b) **Formation of Association:** formation of a body of co-owners of the Said Building, which may be a syndicate, committee, body corporate, company or association under the West Bengal Apartment Ownership Act, 1972 (**Association**).
- (c) **Betterment Fees:** betterment and development fees and levies that may be charged/imposed by any government authorities or statutory bodies on the Said Premises or the Said Flat And Appurtenances or its transfer in terms hereof.
- (d) **Taxes:** Works Contract Tax, Value Added Tax or any other tax and imposition levied by the State Government, Central Government or any other authority or body on the Seller which needs to be paid by Buyer, from time to time.
- (e) **Main Electricity Meter/ Transformer:** Buyer needs to pay Rs.40/- (Rupees Forty only) per Sq.ft. of Super Built up area of flat towards Main Electricity Meter/ Transformer Charges.

8.5.2 **Wholly:** Wholly, costs, expenses, deposits and charges towards:

- (a) **Electricity Meter:** security deposit and all other billed charges of the supply agency for providing meter to the Said Flat, at actual.
- (b) **Generator:** The Developer shall provide stand-by power supply to the Said Flat from diesel generators of _____ KVA. In this regard it is clarified that (1) the Buyer has to give an installation charge of Rs._____/-(_____) for the same.
- (c) **Documentation Charges:** Buyer needs to pay Rs.10,000/- (Rupees Ten Thousand only) towards documentation charges for Sale Agreement in favour of “**V C AGARWAL AND COMPANY**”.
- (d) **Stamp Duty and Registration Costs:** Buyer needs to pay costs and expenses of Stamp Duty and Registration Fees of each document.
- (e) **Up gradation:** Increased costs due to any up-gradation of the Specifications described in the **4th Schedule** below or change of layout of the Said Flat. In this regard it is clarified that (1) the Buyer can seek specific up-gradation or change of layout of the Said Flat only once, (2) the Developer shall have absolute discretion in agreeing to such up-gradation or change of layout of the Said Flat, (3) written instruction for specific up-gradation or change of layout of the Said Flat shall have to be given by the Buyer to the Developer, (4) if acceptable, the Developer shall signify consent to the proposed specific up-gradation or

change of layout of the Said Flat and give a cost estimate for the same, in writing and (5) within 15 (fifteen) days of the said consent and cost estimate, the Buyer shall have to pay the estimated cost, failing which the instruction for up-gradation or change of layout of the Said Flat shall be deemed to have been perpetually withdrawn, waived and abandoned by the Buyer.

- (f) **Advance Common Expenses/Maintenance Charges:** Interest free advance for proportionate share of the common expenses/maintenance charges described in the 5th Schedule below (**Common Expenses/Maintenance Charges**) will be decided later and charge accordingly along with applicable Service Tax per square feet per month from the Date Of Possession (defined in Clause 9.6.2 below) (**Advance Common Expenses/Maintenance Charges**). The Advance Common Expenses/Maintenance Charges shall (1) be utilized for meeting the Common Expenses/Maintenance Charges only, (2) be a fixed payment after paying which the Buyer shall have no further obligation to pay any other amount towards Common Expenses/Maintenance Charges and (3) be utilized by the Sellers to meet all expenses towards Common Expenses/Maintenance Charges, without obligation of any accounting and (4) be handed over by the Sellers to the Association.
- (g) **Common Expenses/Maintenance Deposit:** interest free deposit as security for payment of Common Expenses/Maintenance Charges, a sum of Rs.12/- (Rupees Twelve only) per square feet (**Common Expenses/Maintenance Deposit**), which shall be handed over to the Association, upon formation.
- (h) **Club Membership Charge:** Buyer needs to pay a sum of Rs.50/- (Rupees Fifty only) per Sqft. Of the Super Built-up area of flat towards one time charge for Club Membership.
- (i) **Change in Total Price:** any increase or decrease in the Total Price due to increase or decrease in measurement of the Said Flat, at the rate at which the Total Price has been computed.

9. Construction and Completion of Sale

- 9.1 **Construction by Developer:** The Developer shall construct, complete and finish the Said Flat And Appurtenances in accordance with the Sanctioned Plans or as may be recommended by the Architect/Engineer, as per the Specifications described in the 4th Schedule below.
- 9.2 **Quality, Workmanship and Acceptance of Variations etc.:** The decision of the Architect/Engineer regarding quality and workmanship shall be final and binding on the Parties. The Buyer hereby consents to the variations, modifications or alterations as may be recommended by the Architect/Engineer and hereby further agrees not to raise any objection to the Developer and/or the Architect/Engineer making such variations, modifications or alterations.
- 9.3 **No Hindrance:** The Buyer shall not do any act, deed or thing whereby construction of the Said Flat And Appurtenances and/or the Said Block is in any way hindered or impeded until possession.
- 9.4 **Basic Duty of Buyer:** The Buyer shall make all payments and perform all obligations as stipulated in this Agreement and the Buyer shall not, in any way, commit breach of the terms and conditions herein contained.
- 9.5 **Completion Date:** Construction, finishing and making the Said Flat habitable and the Parking Space, if any, usable [(1) in bare condition and (2) as per the Specifications, the decision of the Architect/Engineer in this regard being final and binding], shall be done by the Developer within June 2016 (**Completion Date**) **provided however** the Completion Date may be extended by a period of 6 (six) months (**Extended Period**) at the option of the Developer. The Developer shall neither incur any liability nor be held liable for claim of any amount by the Buyer, if the Developer is unable to deliver

possession of the Said Flat within the Completion Date and/or the Extended Period due to Circumstances Of Force Majeure (defined in Clause 15.1 below) or for or on account of (1) delay on the part of the Buyer in making any payment and (2) any other reasonable cause (for what is a reasonable cause, the decision of the Architect/Engineer shall be final and conclusive) whereby the Developer is prevented from completing the Said Flat And Appurtenances or any portion thereof. The Buyer shall be entitled to claim a penalty at the rate of Rs.2000 per month for 1bed room flats , Rs 3000 per month for 2 Bed Room Flats, Rs. 5000 per month for 3 Bed room Flats , Rs. 7500 per month for 4 Bed Room Flats from the Developer on account of consequential losses and damages or otherwise if the Said Flat And Appurtenances is not completed within the Completion Date and/or the Extended Period subject to force majeure. .

- 9.6 **Possession of Said Flat and Parking Space:** Upon construction, finishing and making the Said Flat habitable and the Parking Space, if any, usable, the Developer shall hand over possession of the same to the Buyer. With regard to possession, it is clarified as follows:
- 9.6.1 **All Payments Before Possession:** Before receiving possession of the Said Flat And Appurtenances, the Buyer shall pay to the Developer all amounts due and payable towards the Total Price and Extras and the Buyer shall not claim possession of the Said Flat And Appurtenances till the Total Price and Extras are paid in full.
- 9.6.2 **Possession Notice and Date Of Possession:** Immediately after constructing, finishing and making the Said Flat habitable and the Parking Space, if any, usable, the Developer shall serve a notice on the Buyer (**Possession Notice**) calling upon the Buyer to take possession within 15 (fifteen) days from the date of the Possession Notice, the Buyer shall be bound to take over physical possession of the Said Flat and the Parking Space, if any, after fulfilling all obligations under this Agreement, including payment of all amounts due to the Developer under this Agreement, failing which it shall be deemed that the Buyer has taken possession on the 15th day of the date of the Possession Notice (date of actual or deemed possession, **Date Of Possession**).
- 9.6.3 **Meaning of Completion:** It shall not be obligatory for the Developer to complete the Common Portions in all respects before giving the Possession Notice to the Buyer and the Said Flat shall be deemed to have been completed in all respect if the same is made fit for habitation [(1) in bare condition and (2) as per the Specifications, the decision of the Architect/Engineer in this regard being final and binding].
- 9.6.4 **Complete Satisfaction on Possession:** On the Date of Possession, the Buyer shall be deemed to be completely satisfied with all aspects of the Said Flat And Appurtenances, including the measurement of the Said Flat.
- 9.6.5 **Commencement of Outgoings:** From the Date of Possession, all outgoings in respect of the Said Flat And Appurtenances, including Municipal tax, surcharge, land revenue, levies, cess etc. (collectively **Rates & Taxes**) and Common Expenses/Maintenance Charges as be tentatively decided by the Developer, shall become payable by the Buyer. It is clarified that the Common Expenses/Maintenance Charges do not include the Rates & Taxes.
- 9.7 **Developer's Obligations:** Subject to the Buyer making payment of the Total Price and the Extras in the manner stipulated in this Agreement, the Developer hereby agrees:
- 9.7.1 **Construction of Said Flat:** to construct, finish and make the Said Flat habitable and the Parking Space, if any, usable and transfer the Said Flat And Appurtenances to the Buyer.
- 9.7.2 **Construction According to Specifications:** to construct, finish and make the Said Flat habitable and the Parking Space, if any, usable, in accordance with the Sanctioned Plans and Specifications, reasonable variations excepted.
- 9.7.3 **Arrangement for Utilities for Construction Work:** Developer to make own arrangement for water and electricity required for construction.

9.8 **Completion of Sale:** The sale of the Said Flat And Appurtenances shall be completed by execution and registration of conveyance in favour of the Buyer provided the Buyer tenders in time all amounts required for the same as mentioned in Clause 8.5.2 above. The Developer's Advocate shall draft the standard conveyance and only such standard conveyance shall be used. In such standard conveyance, (1) the Owners shall transfer the Land Share and (2) the Developer shall transfer the Said Flat and Parking Space (if any) and Share In Common Portions, for the Total Price. The Developer shall sign on behalf of and as the constituted attorney of the Owners. The Buyer shall be bound to take conveyance of the Said Flat And Appurtenances on or before the Date Of Possession, failing which physical possession of the Said Flat And Appurtenances shall not be delivered to the Buyer (although it shall be deemed that the Buyer is in possession and liable for all Rates & Taxes and Common Expenses/Maintenance Charges, from the Date Of Possession) and in addition, all statutory taxes and penalties shall also be borne and paid by the Buyer.

9.9 **Management of Common Portions:** The Association shall maintain and manage all Common Portions of the Said Building. In this regard, it is clarified that (1) the Association shall operate, manage and render specified day to day services with regard to the Common Portions, (2) the Association shall levy and collect the Common Expenses/Maintenance Charges, (3) the Buyer shall be bound to pay the Common Expenses/Maintenance Charges to the Association, (4) the Association will not be required to render any accounts to the Buyer and (5) the ownership of the Common Portions (subject to the terms of this Agreement) shall vest in all the co-owners of the Said Building through the Association.

10. Buyer's Covenants and Sellers' Covenants

10.1 **Buyer's Covenants:** The Buyer covenants with the Sellers [which expression includes the Association in all Sub Clauses of Clause 10 except Sub Clause Nos. 10.1.7, 10.1.10 (1) and 10.1.12] and admits and accepts that:

10.1.1 **Buyer Aware of and Satisfied with Common Portions and Specifications:** The Buyer, upon full satisfaction and with complete knowledge of the Common Portions, Specifications and all other ancillary matters, is entering into this Agreement. The Buyer has examined and is acquainted with the Said Building to the extent already constructed and has agreed that the Buyer shall neither have nor shall claim any right over any portion of the Said Building **save and except** the Said Flat And Appurtenances.

10.1.2 **Buyer to Mutate and Pay Rates & Taxes:** The Buyer shall (1) pay the Rates & Taxes (proportionately for the Said Building and wholly for the Said Flat And Appurtenances, from the Date Of Possession and until the Said Flat And Appurtenances is separately assessed in the name of the Buyer), on the basis of the bills to be raised by the Developer or the Association (upon formation), such bills being conclusive proof of the liability of the Buyer in respect thereof and (2) have mutation completed at the earliest. The Buyer further admits and accepts that the Buyer shall not claim any deduction or abatement in the bills of the Developer or the Association (upon formation). If the Buyer delays in paying the Rates & Taxes, the Buyer shall pay compound interest @ 2% (two percent) per month or part thereof (compoundable monthly), from the date of default till the date of payment.

10.1.3 **Buyer to Pay for Common Expenses/Maintenance Charges:** Subject to the provisions of Clause 8.5.2 (g) above, the Buyer shall pay the Common Expenses/Maintenance Charges, on the basis of the bills to be raised by the Developer or the Association (upon formation), such bills being conclusive proof of the liability of the Buyer in respect thereof. The Buyer further admits and accepts that (1) the Buyer shall not claim any deduction or abatement in the bills relating to Common Expenses/Maintenance Charges and (2) the Common Expenses/Maintenance Charges shall be subject to variation from time to time, at the sole discretion of the Developer or the Association (upon formation).

- 10.1.4 **Buyer to Pay Interest for Delay and/or Default:** The Buyer shall pay, without raising any objection in any manner whatsoever and without claiming any deduction or abatement whatsoever, all bills raised by the Association, within 7 (seven) days of presentation thereof, failing which the Buyer shall pay compound interest @ 2% (two percent) per month or part thereof (compoundable monthly) from the date of default till the date of payment, to the Association. The Buyer also admits and accepts that in the event such bills remain outstanding for more than 2 (two) months, all common services to the Buyer shall be discontinued and the Buyer shall be disallowed from using the Common Portions.
- 10.1.5 **Developer's Charge/Lien:** The Developer shall have first charge and/or lien over the Said Flat And Appurtenances for all amounts due and payable by the Buyer to the Developer **provided however** if the Said Flat And Appurtenances is purchased with assistance of a financial institution, then such charge/lien of the Developer shall stand extinguished on the financial institution clearing all dues of the Developer.
- 10.1.6 **No Obstruction by Buyer to Further Construction:** The Developer shall be entitled to construct further floors on and above the top roof of the Said Building and the Buyer shall not obstruct or object to the same. The Buyer also admits and accepts that the Developer and/or employees and/or agents and/or contractors of the Developer shall be entitled to use and utilize the Common Portions for movement of building materials and for other purposes and the Buyer shall not raise any objection in any manner whatsoever with regard thereto.
- 10.1.7 **No Rights of or Obstruction by Buyer:** All open areas in the Said Premises proposed to be used for open car parking spaces do not form part of the Common Portions within the meaning of this Agreement and the Sellers shall have absolute right to sell, transfer and/or otherwise deal with and dispose off the same or any part thereof.
- 10.1.8 **Variable Nature of Land Share and Share In Common Portions:** The Buyer fully comprehends and accepts that (1) the Land Share and the Share In Common Portions is a notional proportion that the Said Flat bears to the currently proposed area of the Said Building, (2) if the area of the Said Building is increased/recomputed by the Developer, the Buyer shall not question any variation (including diminution) of the Land Share and the Share In Common Portions, (3) the Buyer shall not demand any reduction/refund of the Total Price on ground of or by reason of any variation of the Land Share and the Share In Common Portions and (4) the Land Share and the Share In Common Portions are not divisible and partible and the Buyer shall accept (without demur) the proportionate share with regard to various matters, as be determined by the Developer, in its absolute discretion.
- 10.1.9 **Buyer to Participate in Formation of Association:** The Buyer admits and accepts that the Buyer and other Intending Buyers of Flats in the Said Building shall form the Association and the Buyer shall become a member thereof. The Buyer shall bear and pay the proportionate costs of formation and the expenses of the Association and shall pay for, acquire and hold membership with voting rights and in this regard the Buyer shall sign, execute and deliver necessary applications and all other papers, declarations and documents as may be required. Upon formation of the Association, the residue then remaining of the Advance Common Expenses/Maintenance Charges and the Common Expenses/Maintenance Deposit paid by the Buyer(after adjustment of all amounts then remaining due and payable) shall be transferred by the Developer to the Association. The deposits shall thereafter be held by the Association in the account of the Buyer. The Association shall look after the maintenance of the Common Portions of the Said Block and the Said Premises.
- 10.1.10 **Obligations of the Buyer:** On and from the Date Of Possession, the Buyer shall:
- (a) **Co-operate in Management and Maintenance:** co-operate in the management and maintenance of the Said Block and the Said Premises by the Association.
 - (b) **Observing Rules:** observe the rules framed from time to time by the Developer/Association for the beneficial common enjoyment of the Said Block and the Said Premises.

- (c) **Paying Electricity Charges:** pay for electricity and other utilities consumed in or relating to the Said Flat And Appurtenances and the Common Portions.
- (d) **Meter and Cabling:** be obliged to draw the electric lines/wires, television cables, broadband data cables and telephone cables to the Said Flat only through the ducts and pipes provided therefor, ensuring that no inconvenience is caused to the Sellers or to the other Intending Buyer. The main electric meter shall be installed only at the common meter space in the Said Premises. The Buyer shall under no circumstances be entitled to affix, draw or string wires, cables or pipes from, to or through any part or portion of the Said Block, the Said Premises and outside walls of the Said Block save in the manner indicated by the Developer or the Association (upon formation).
- (e) **Residential Use:** use the Said Flat for residential purpose only. Under no circumstances shall the Buyer use or allow the Said Flat to be used for commercial, industrial or other non-residential purposes. The Buyer shall also not use the Said Flat as a religious establishment, guest house, serviced apartment, mess, chummary, hotel, restaurant, nursing home, club, school or other public gathering place.
- (f) **No Alteration:** not alter, modify or in any manner change the (1) elevation and exterior colour scheme of the Said Building and (2) design and/or the colour scheme of the windows and the main door of the Said Flat, without the permission in writing of the Developer or the Association (upon formation). In the event the Buyer makes the said alterations/changes, the Buyer shall compensate the Developer/Association (as the case may be) as estimated by the Developer/Association.
- (g) **No Structural Alteration:** not alter, modify or in any manner change the structure or any civil construction in the Said Flat And Appurtenances or the Common Portions of the Said Block.
- (h) **No Sub-Division:** not sub-divide the Said Flat And Appurtenances and the Common Portions, under any circumstances.
- (i) **No Changing Name:** not change/alter/modify the name of the Said Complex or the Said Block from that mentioned in this Agreement.
- (j) **No Nuisance and Disturbance:** not use the Said Flat or the Parking Space, if any or permit the same to be used in such manner or commit any act, which may in any manner cause nuisance or annoyance to other occupants of the Said Building and/or the neighboring properties and not make or permit to be made any disturbance or do or permit anything to be done that will interfere with the rights, comforts or convenience of other occupants.
- (k) **No Storage in Common Portions:** not store or cause to be stored and not place or cause to be placed any goods, articles or things in the Common Portions.
- (l) **No Obstruction to Developer/Association:** not obstruct the Developer/Association (upon formation) in their acts relating to the Common Portions and not obstruct the Developer in constructing on the top roof of the Said Block and selling and granting rights to any person on any part of the Said Block/Said Premises (excepting the Said Flat And Appurtenances).
- (m) **No Obstruction of Common Portions:** not obstruct pathways and passages or use the same for any purpose other than for ingress to and egress from the Said Flat and the Parking Space, if any.
- (n) **No Violating Rules:** not violate any of the rules and/or regulations laid down by the Association for the use of the Common Portions.
- (o) **No Throwing Refuse:** not throw or accumulate or cause to be thrown or accumulated any dust, rubbish or other refuse in the Common Portions save at the places indicated therefor.

- (p) **No Injurious Activities:** not carry on or cause to be carried on any obnoxious or injurious activity in or through the Said Flat, the Parking Space, if any or the Common Portions.
- (q) **No Storing Hazardous Articles:** not keep or store any offensive, combustible, obnoxious, hazardous or dangerous articles in the Said Flat and the Parking Space, if any.
- (r) **No Signage:** not put up or affix any sign board, name plate or other things or other similar articles in the Common Portions or outside walls of the Said Flat/Said Building **save** at the place or places provided therefor **provided that** this shall not prevent the Buyer from displaying a standardized name plate outside the main door of the Said Flat.
- (s) **No Floor Damage:** not keep any heavy articles or things, which are likely to damage the floors or operate any machine **save** usual home appliances.
- (t) **No Installing Generator:** not install or keep or run any generator in the Said Flat and the Parking Space, if any.
- (u) **No Use of Machinery:** not install or operate any machinery or equipment except household appliances.
- (v) **No Misuse of Water:** not misuse or permit to be misused the water supply to the Said Flat.
- (w) **Damages to Common Portions:** not damage the Common Portions in any manner and if such damage is caused by the Buyer and/or family members, invitees or servants of the Buyer, the Buyer shall compensate for the same.

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

10.1.12 **Roof Rights:** The top roof of the Said Block shall remain common to all co-owners of the Said Block (**Common Roof**) and all common installations such as water tank and lift machine room shall be situated in the Common Roof.

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

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

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

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

11. Termination and its Effect

11.1 **Cancellation by Buyer:** The Buyer shall have the right to terminate this Agreement at any time and if the Buyer does so, the developer shall deduct 10% of the total paid amount against the particular flat or flats, after deducting any interest or, incidental expenses due. Seller will provide supporting bills/documents for incidental expenses (if any). The Taxes paid by Buyer till the date of cancellation acceptance by Seller, will not be refunded.

11.2 **Breach of Buyer's Covenants:** In the event the Buyer (1) fails to make payment of the Total Price and the Extras, or (2) fails to perform the obligations on the part of the Buyer to be performed in terms of this Agreement or (3) neglects to perform any of the

Buyer's Covenants, this Agreement shall, at the option of the Developer, stand cancelled and/or rescinded, upon which the Developer shall refund to the Buyer all payments received till that date, without any interest, after deducting 10% (ten percent) of the Total Price. Payments made by the Buyer for up-gradation shall be non-refundable. In the event the Developer condones the delay of any payment due under this Agreement, the Buyer shall be liable to pay interest @ 18% (eighteen percent) per annum for the period of delay (computed from the date the payment became due till the date of payment) on all amounts due and outstanding. However, such right of condemnation is exclusively vested in the Developer and the Buyer shall not be entitled to claim the same as a matter of right.

- 11.3 **Breach of Sellers' Covenants:** Without prejudice to the provisions of Clause 9.5 above, in the event the Sellers fail and/or neglect to perform any of the Sellers' Covenants, this Agreement shall, at the option of the Buyer, stand cancelled and/or rescinded, upon which the Developer shall refund to the Buyer all payments received till that date, with interest @ 12% (twelve percent) per annum, from the date of payment to the date of refund. If the Buyer opts not to cancel this Agreement, then also the Developer shall pay to the Buyer interest @ 12% (twelve percent) per annum, for the entire period of delay.
- 11.4 **Effect:** Upon termination of this Agreement due to any of the circumstances mentioned in Clauses 11.1, 11.2 and 11.3 above, the Buyer shall not be entitled to claim any right, title and interest (either equitable or otherwise) over and in respect of the Said Flat And Appurtenances and/or the Said Building and/or the Said Premises or part or portion thereof and the Buyer shall further not be entitled to claim any charge on the Said Flat And Appurtenances and/or any part or portion thereof, in any manner whatsoever. The effect of such termination shall be binding and conclusive on the Parties.

12. Taxes

- 12.1 **Obligation Regarding Taxes:** In the event of the Sellers being made liable for payment of any tax including Service Tax (excepting Income Tax), duty, levy or any other liability under any statute or law for the time being in force or enforced in future (such as Works Contract Tax, Value Added Tax or any other tax and imposition levied by the State Government, Central Government or any other authority or body) or if the Sellers are advised by their consultant that the Sellers are liable or shall be made liable for payment of any such tax, duty, levy or other liability on account of the Sellers having agreed to perform the obligations under this Agreement or having entered into this Agreement, then and in that event, the Buyer shall be liable to pay all such tax, duty, levy or other liability and hereby indemnifies and agrees to keep the Sellers indemnified against all actions, suits, proceedings, costs, charges and expenses in respect thereof. The taxes, duties, levies or other liabilities so imposed or estimated by the Sellers' consultant shall be paid by the Buyer at or before the Date Of Possession.

13. Defects

- 13.1 **Decision of Architect/Engineer Final:** If any work in the Said Flat And Appurtenances is claimed to be defective by the Buyer, the matter shall be referred to the Architect/Engineer and the decision of the Architect/Engineer shall be final and binding on the Parties. If directed by the Architect/Engineer, the Developer shall at its own costs remove the defects. This will however not entitle the Buyer to refuse to take possession of the Said Flat and if the Buyer does so, the provisions regarding deemed possession as contained in Clause 9.6.2 above shall apply and all consequences thereto shall follow.

14. Association and Rules

- 14.1 **Rules of Use:** The Said Flat And Appurtenances shall be held by the Buyer subject to such rules and regulations as may be made applicable by the Association from time to time.

- 14.2 **Restrictions:** The Buyer agrees that the Buyer shall use the Said Flat And Appurtenances subject to all restrictions as may be imposed by the Association provided however such restrictions are for the general good of the other co-owners of the Said Block.
- 15. Force Majeure**
- 15.1 **Circumstances Of Force Majeure:** The Developer shall not be held responsible for any consequences or liabilities under this Agreement if the Developer is prevented in meeting the obligations under this Agreement by reason of contingencies caused by neither of the Parties and unforeseen occurrences such as (1) acts of God, (2) acts of Nature, (3) acts of War, (4) fire, (5) insurrection, (6) terrorist action, (7) civil unrest, (8) riots, (9) strike by material suppliers, transporters, workers and employees which is not caused by Seller, (10) delay on account of receiving statutory permissions, (11) delay in the grant of electricity, water, sewerage and drainage connection or any other permission or sanction by the Government or any statutory authority, (12) any notice, order of injunction, litigation, attachments, etc. and (13) any rule or notification of the Government or any other public authority or any act of Government such as change in legislation or enactment of new law, restrictive Governmental laws or regulations (collectively **Circumstances Of Force Majeure**).
- 15.2 **No Default:** The Developer shall not be deemed to have defaulted in the performance of the Developer's contractual obligations whilst the performance thereof is prevented by Circumstances Of Force Majeure and the time limits laid down in this Agreement for the performance of obligations shall be extended accordingly upon occurrence and cessation of any event constituting Circumstances Of Force Majeure.
- 16. Miscellaneous**
- 16.1 **Indian Law:** This Agreement shall be subject to Indian Laws.
- 16.2 **One Transaction:** This Agreement relates to the transaction recorded and contemplated herein and no other transaction.
- 16.3 **Confidentiality and Non-Disclosure:** The Parties shall keep confidential all non-public information and/or documents concerning the transaction recorded herein, unless compelled to disclose such information and/or documents by judicial or administrative process.
- 16.4 **Partial Invalidity:** If any provision of this Agreement or the application thereof to any circumstance shall be invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provision to other circumstances shall not be affected thereby and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law. When any provision is so held to be invalid, illegal or unenforceable, the Parties hereto undertake to use their best efforts to reach a mutually acceptable alternative to give effect to such provision in a manner, which is not invalid, illegal or unenforceable. In the event any of the terms and conditions of this Agreement are set-aside or declared unreasonable by any Court of Law or if the Parties take the plea of frustration of contract, the entire Agreement shall not be void and shall continue to subsist to the extent of the remaining terms and conditions and bind the Parties.
- 16.5 **No Claim of Un-Enforceability:** This Agreement is being entered into by the Parties out of free will and without any duress or coercion. Hence, none of the Parties shall have the right to claim un-enforceability of this Agreement.
- 16.6 **Right of Possession:** The right of possession of the Buyer in respect of the Said Flat And Appurtenances shall arise only upon the Buyer fulfilling all obligations as are contained in this Agreement.
- 16.7 **Nomination by Buyer with Consent:** The Buyer admits and accepts that only after expiry of 12 (twelve) months from the booking date and before the execution and registration of conveyance deed of the Said Flat And Appurtenances, the Buyer will be

entitled to nominate, assign and/or transfer the Buyer's right, title, interest and obligations under this Agreement **subject to** the covenant by the nominee that the nominee will strictly adhere to the terms of this Agreement **and subject also to** the following conditions:

- (a) The Buyer shall make payment of all dues of the Developer in terms of this Agreement, up to the time of nomination.
- (b) The Buyer shall obtain prior written permission of the Developer and the Buyer and the nominee shall be bound to enter into a tripartite agreement with the Developer.
- (c) The Buyer shall be liable to pay 2% (two percent) of the Total Sale Value plus applicable service taxes as may be fixed by the Developer, as and by way of nomination fees to the Developer.
- (d) The Buyer shall pay to the Developer a sum of Rs.10,000/- (Rupees Ten Thousand only) as legal fee towards Tripartite Nomination Agreement.
- (e) The Buyer shall pay to the Developer a sum of Rs.10,000/- (Rupees ten thousand) plus applicable service taxes, in case if the Buyer intends to transfer the Said Flat And Appurtenances in favour of the Buyer's spouse, child, parents, brother and sister, prior to the execution of the deed of conveyance of the Said Flat And Appurtenances.

The Buyer admits and accepts that the Buyer shall not nominate or assign the rights or join as additional party under this Agreement **save** in the manner indicated above.

- 16.8 **Entire Agreement:** This Agreement constitutes the entire understanding between the Parties and supersede the terms and conditions whatever agreed between the Parties prior to execution of this Agreement but does not include or supersede any document contemporaneously entered into between the Parties.
- 16.9 **Counterparts:** This Agreement is being executed simultaneously in duplicate and each copy shall be deemed to be an original and both copies shall together constitute one instrument and agreement between the Parties. One copy shall be retained by the Buyer and another by the Developer.
- 16.10 **Amendments/Modifications:** No amendments or modifications of this Agreement or any part hereof shall be valid and effective unless it is by an instrument in writing executed by all the Parties.
- 16.11 **Reservation of Rights:** No forbearance, indulgence, relaxation or inaction by any Party at any time to require performance of any of the provisions of this Agreement shall in any way affect, diminish or prejudice the right of such Party to require performance of that provision.
- 16.12 **Waiver:** Any term or condition of this Agreement may be waived at any time by the Party who is entitled to the benefit thereof. Such waiver must be in writing and must be executed by the Party or an authorized agent of the Party. A waiver on one occasion will not be deemed to be waiver on a future occasion. Omission or delay on the part of either Party to require due and punctual performance of any obligation by the other Party shall not constitute a waiver of such obligation and it shall not in any manner constitute a continuing waiver and/or as a waiver of other breaches of the same or other obligations hereunder or as a waiver of any right or remedy that the Party may otherwise have in law or in equity.
- 16.13 **No Agency:** The Parties are entering into this Agreement on principal-to-principal basis and nothing contained herein shall make the Parties agents of each other.

17. Notice

17.1 **Mode of Service:** Notices under this Agreement shall be served by messenger or by registered post/speed post with acknowledgment due at the above mentioned addresses of the Parties, unless the addresses are changed by prior intimation in writing. Such service shall be deemed to have been effected (1) on the date of delivery, if sent by messenger and (2) on the 4th day of handing over of the cover to the postal authorities, if sent by registered post/speed post, irrespective of refusal to accept service by the Parties.

18. Alternative Dispute Resolution

18.1 **Disputes:** Disputes or differences in relation to or arising out of or touching this Agreement or the validity, interpretation, construction, performance, breach or enforceability of this Agreement (collectively **Disputes**) shall be referred to the Arbitral Tribunal described in Clause 18.1.1 below and finally resolved by arbitration under the Arbitration and Conciliation Act, 1996, with modifications made from time to time. In this regard, the Parties irrevocably agree that:

18.1.1 **Constitution of Arbitral Tribunal:** The Arbitral Tribunal shall consist of 1 (one) arbitrator, who shall be an Advocate, to be nominated mutually by the Parties.

18.1.2 **Place:** The place of arbitration shall be Kolkata only.

18.1.3 **Language:** The language of the arbitration shall be English.

18.1.4 **Binding Effect:** The Arbitral Tribunal shall have summary powers and be entitled to give interim awards/directions and shall further be entitled to avoid all rules relating to procedure and evidence as are expressly avoidable under the law. The interim/final award of the Arbitral Tribunal shall be binding on the Parties.

18.2 **No Legal Proceeding without Recourse to Arbitration:** The Parties shall not commence legal proceedings or have any receiver appointed over the Said Flat And Appurtenances and/or the Said Building/Said Premises without first referring the matter to arbitration and till the Arbitral Tribunal has given its direction/award.

19. Jurisdiction

19.1 **District Court and High Court:** In connection with the aforesaid arbitration proceeding, only the District Judge, North 24 Parganas District and the High Court at Calcutta shall have jurisdiction to entertain and try all actions and proceedings.

20. Rules of Interpretation

20.1 **Number and Gender:** Words denoting the singular number include, where the context permits and requires, the plural number and vice-versa. Words denoting any gender include the other genders.

20.2 **Headings:** The headings in this Agreement are inserted for convenience only and shall be ignored in construing the provisions of this Agreement.

20.3 **Schedules and Plans:** Schedules and Plans appended to this Agreement form a part of this Agreement and shall always be taken into consideration for interpreting the complete understanding between the Parties. Any reference to a schedule or plan is a reference to a schedule or plan to this Agreement.

20.4 **Definitions:** In this Agreement, words have been defined by putting them within brackets and printing them in bold. Where a word or phrase is defined, other parts of speech or grammatical forms of that word or phrase shall have corresponding meaning.

20.5 **Documents:** A reference to a document includes an amendment or supplement or replacement or novation of that document.

20.6 **Successors:** A reference to a Party includes that Party's successors and permitted assigns.

- 20.7 **Statutes:** Any reference to a statute, statutory provision or subordinate legislation shall include its amendment, modification, consolidation, re-enactment or replacement as enforced from time to time, whether before or after the date of this Agreement.

1st Schedule
Part-I
(Said Premises)

ALL THAT piece and parcel of land measuring 259 (two hundred and fifty nine) decimal equivalent to 156 (one hundred and fifty six) *cottah* 11 (eleven) *chittack* and 5 (five) square feet comprised in R.S. *Dag* Nos.317, 386, 387, 388, 389, 390, 391, recorded in various R.S *Khatian* Nos. 577, 578, 1034 *Mouza* Kalaberia, J.L. No. 30, Touzi No. 10, within the jurisdiction of Police Station Rajarhat, A.D.S.R. Bidhannagar (Salt Lake City), within the limits of Rajarhat Bishnupur 1 No. *Gram Panchayat*, District North 24 Parganas and butted and bounded as follows:

On The North : By *Dag* No. 391 and 315
On The West : By R.S. *Dag* Nos. 316 and 318
On The South : By R.S.*Dag* Nos. 389, 326 and 379
On The East : By *Panchayat* Road

Part-II
(Devolution of Title)

1. **WHEREAS** One Sri Sannasi Charan Ghosh was the absolute owner of the land measuring 2.44 Acres more or less in C.S *Khatian* No. 121, under *Mouza- Kalaberia* , A.D.S.R-Bidhannagar (Salt Lake City), District- North 24 Parganas within the jurisdiction of Rajarhat Police Station. Due to huge deficit of *Khajna* or taxes by Sri Sannasi Charan Ghosh, Govt of West Bengal arranged a auction sale of this parcel of property and Sri Kalachand Mitra and Sri Hariprasad Mitra purchased the said piece of land by *nalishi* decree and also recorded their names in the concerned B.L.& L.R.O, by C.S *Khatian* no. 291, 292, 293, 294. While seized and possessed of the aforesaid property, Sri Kalachand Mitra and Sri Hariprasad Mitra sold, transferred, conveyed the land from C.S *Dag* No. 191 of 14 Decimal and from C.S *Dag* No. 267 of 30 decimal out of their total land to one Sri Atul Chandra Ghosh, son of Late Uttam Chandra Ghosh, by a Registered Deed of Conveyance, registered in the office Sub-registry Office-Cossipore Dum Dum and recorded in the Book No. 1, Volume No. 92, Pages 92 to 95, being deed no. 3862 for the year 1965.
2. **AND WHEREAS** while seized and possessed of the aforesaid property, said Sri Atul Chandra Ghosh being the vendor sold, transferred and conveyed the land measuring 8(Eight) *Cottah* 7(Seven) *Chittak* 10(Ten) Sq.ft. more or less of land in C.S *Dag* no. 267, R.S *Dag* No. 389, *Mouza- Kalaberia*, J.L No. 30, R.S No. 50, Touzi No. 173, R.S *Khatian* No. 291,292 to one Sri Dipankar Basu, Vendor No. 2, by a registered Deed of Conveyance, registered in the office at D.S.R-II, Barasat, North 24 Parganas, recorded in Book No. 1, Volume No. 10, Pages 257 to 262, being Deed No. 499 for the year 1999.
3. **AND WHEREAS** One Sri Satyacharan Ghosh, son of Late Pachu Ghosh was absolute owner of the land measuring 02 Decimal more or less in R.S *Dag* No. 387, and also 30(Thirty) Decimal more or less in R.S *Dag* No. 388, under *Mouza- Kalaberia*, R.S *Khatian* No. 46, *Kri- 440*, *Akri- 240*, Touzi No. 10, District North 24 Parganas within the jurisdiction of Rajarhat Police Station, by virtue of inheritance and in terms of Hindu succession Act, 1956.
4. **AND WHEREAS** while seized and possessed of the aforesaid property, said Sri Satya Charan Ghosh son of Late Pachu Ghosh sold, transferred and conveyed the land measuring 02(Two) Decimal in R.S *Dag* No. 387 and also 30(Thirty) Decimal more or less in R.S *Dag* no. 388 under *Mouza- Kalaberia*, J.L. No. 30, Touzi- 10, within the jurisdiction of Rajarhat Police Station to one Sri Partha Sarathi Pain son of Sri Sunil Chandra Pain, by faith- hindu, by occupation- Business, resides at Jagadishpur, Police Station- Rajarhat, District- North 24 parganas, by virtue of a registered Deed of Conveyance, registered at D.S.R-II, Barasat, recorded in Book No. I, Volume No. 181, Pages 413 to 418 vide Deed no. 8344 for the year 1997.

5. **AND WHEREAS** while seized and possessed of the aforesaid property, said Sri Partha Sarathi Pain son of Sunil Chandra Pain, due to urgent need of money sold, transferred and conveyed to Smt. Sima Basu wife of Sri Dipankar Basu the land measuring 4(Four) Cottah 12(Twelve) Chittak 23(Twenty Three) Sq.ft. from R.S. Dag no. 388, Touzi No. 173, J.L.No. 30, R.S. No- 52, Touzi No.-10, R.S Khatian no. 46, Kri- 440, Akri- 240, under Mouza- Kalaberia, District- North 24 Parganas within the jurisdiction of Police Station- Rajarhat, by virtue of a registered Deed of Conveyance, registered at D.S.R-II, Barasat, North 24 Parganas, recorded in Book No. I, Volume No.58, Pages 329 to 334, being Deed no. 3148 for the year 2000.
6. **AND WHEREAS** One Sri Upendra Chandra Bhattacharjee was absolute owner of land measuring 4(Four) Acre 92(Ninety Two) Decimal more or less in under Mouza- Kalaberia, J.L.No. 30, R.S No. 52, Touzi No. 173, comprised in C.S Dag No. 270, R.S Dag No. 390 under C.S Khatian No. 124, R.S Khatian No. 156, within the jurisdiction of Police Station- Rajarhat, District- North 24 Parganas. While seized and possessed of the aforesaid property, said Sri Upendra Chandra Bhattacharya died intestate, leaving behind his three sons namely Sri Manindra Nath Bhattacharjee, Sri Dawirika Nath Bhattacharjee and Sri Pramoth Nath Bhattacharjee as his legal heirs and successors in interest in respect of the aforesaid land. Thereafter one Deed of Partition was executed amongst themselves and registered before the Sub- Registrar at Cossipur, Dum Dum and recorded in Book No. I, Volume No.43, Pages 199 to 210, Being No. 3328 for the year 1963 and in that circumstances, said Sri Dwarika Nath Bhattacharjee became the absolute owner of a portion of the same measuring an area of 75(Seventy Five) Decimal under C.S Dag No. 270.
7. **AND WHEREAS** while seized and possessed of the aforesaid property, Sri Dwarika Nath Bhattacharjee son of Late Upendra Chandra Bhattacharjee died intestate, leaving behind his four sons namely Sri Pranab Kumar Bhattacharjee, Sri Asim Kumar Bhattacharjee, Sri Dipak Kumar Bhattacharjee and Sri Malay Kumar Bhattacharjee and also Three daughters namely Miss Manju Bhattacharjee, Smt. Kalyani Bachi, Smt. Bithika Mukherjee as his legal heirs and successors in interest in respect of the said property left by the said Sri Dwarika Nath Bhattacharya since deceased, in accordance with Hindu Law of Inheritance.
8. **AND WHEREAS** the said Sri Pranab Kumar Bhattacharjee, Sri Asim Kumar Bhattacharjee, Sri Dipak Kumar Bhattacharjee and Sri Malay Kumar Bhattacharjee and also Three daughters namely Miss Manju Bhattacharya, Smt. Kalyani Bachi, Smt. Bithika Mukherjee, jointly sold to one Sri Swapan Dutta son of Sri Kalipada Dutta, by virtue of a registered deed, registered at D.R.- Barasat, vide Deed No. 1035 for the year 1998.
9. **AND WHEREAS** one Smt. Sundari Bala Ghosh collectively owned and acquired a plot of land measuring an area of 10(Ten) Cottah 4 (Four) Chittak 25(Twenty Five) Sq.ft. situated under Mouza- Kalaberia, J.L. No- 30, R.S No. 52, Touzi No.173, comprised in R.S Dag No. 391, P.S- Rajarhat, District- North 24 Parganas, by virtue of inheritance and in terms of the Hindu Succession Act, 1956. While seized and possessed of the aforesaid property, said Smt. Sundari Bala Ghosh sold. Conveyed and transferred to one Sri Swapan Dutta son of Sri Kalipada Dutta the aforementioned land measuring 1(One) Cottah. if C.S Dag No. 276, R.S. Dag No. 391 J.L. No. 30, R.S No. 52, Touzi 173, C.S khatian No. 198, R.S Khatian No. 182, Kri- 178 by virtue of a registered deed of conveyance, registered at D.R- Barasat, vide Deed no. 1037 for the year 1998.
10. **AND WHEREAS** Sri Swapan Dutta was absolute owner of land measuring 76.60 Decimal more or less in R.S dag No. 390 and 391, Touzi No. 173, J.L. No. 30 under Mouza- Kalaberia, within the jurisdiction of Rajarhat Police Station, Dist- North-24 Parganas.
11. **AND WHEREAS** Sri Swapan Dutta son of Sri Kalipada Duuta, residence at 137/H/1/15, Narikaldanga Main Road, Kolkata- 700011, sold, transferred and conveyed the land measuring 11(Eleven) Cottah out of 75(Seventy five) Decimal from C.S Dag No.- 270,R.S Dag No. 390, Touzi No.- 173, R.S No.- 52, J.L. No.- 30, Mouza- Kalaberia, within the jurisdiction of Rajarhat Police Station to one Smt. Sima Basu, wife of Sri Dipankar Basu, resides at G.D-339, Sector-III, Saltlake City, Kolkata-700091, by a registered Deed of Conveyance, registered at D.S.R-II, Barasat, North 24 Parganas, recorded in Book No. I, Volume No. 58, pages 335 to 344, being Deed no. 3149 for the year 1999.

12. **AND WHEREAS** said Sri Swapan Dutta sold, transferred and conveyed the land measuring 1(One) Cottah more or less from Sabek Dag No. 276, Hal Dag No. 391, Khatian No. 176 and also the land measuring 15(Fifteen) Cottah 1(One) Chittah 30(Thirty) Sq.ft. from C.S Dag No.- 270, R.S Dag No. 390 to one Sri Dipankar Basu, son of Late Anil Chandra Basu, by registered Deed of Conveyance, registered at D.S.R-II, Barasat, North 24 Parganas, recorded in Book No. I, Volume No.- 58, Pages 345 to 354, being Deed No. 3150 for the year 1999.
13. **AND WHEREAS** One Sri Satyacharan Ghosh, son of Late Pachu Ghosh was absolute owner of the land measuring 07 Decimal more or less in C.S Dag No. 387, Touzi No. 173 under Mouza- Kalaberia and also 60(sixty) Decimal more or less in C.S Dag No. 388, Touzi No. 173 under Mouza- Kalaberia, District North 24 Parganas.
14. **AND WHEREAS** Sri Satyacharan Ghosh son of Late Pachu Ghosh sold, transferred and conveyed the land measuring 02(Two) Decimal from C.S Dag No. 387 and also 30(Thirty) Decimal more or less from C.S Dag no. 388 to one Sri ParthaSarathi Pain son of Sri Sunil Chandra Pain, by faith- hindu, by occupation- Business, resides at Jagadishpur, Police Station- Rajarhat, District- North 24 parganas, by a registered Deed of Conveyance, registered at D.S.R, Barasat, recorded in Book No. I, Volume No. 181, Pages 413 to 418 vide Deed no. 8344 for the year 1997.
15. **AND WHEREAS** Sri Partha Sarathi Pain, son of Sri Sunil Chandra Pain, by faith-hindu, by occupation- Business, residence at Jagadishpur within the jurisdiction of Rajarhat Police Station, sold, transferred and conveyed the land measuring 14(Fourteen) Cottah 9(Nine) Chittak 17(Seventeen) Sq.ft. more or less from C.S Dag No. 387 and also C.S Dag No. 388, R.S No.- 52, Touzi No.- 173, J.L.No.- 30, District North 24 Pargannas within the jurisdiction of Rajarhat Police Station to one Sri DipankarBasu, son of Late Anil Chandra Basu, resides at G.D- 339, Sector- III, Saltlake City, Kolkata- 700091, by registered Deed of Conveyance, registered at Book No. I, Volume No. 92, pages 289 to 296, being deed No. 3710 for the year 1999.
16. **AND WHEREAS** One Mahendra Nath Hati was the recorded owner of a plot of land measuring an area of 43 (Forty Three) Decimal lying and situated under Mouza- Kalaberia, J.L.No- 30, R.S No- 52, Touzi No- 10, comprised in C.S Dag no. 262, R.S Dag No. 317, under C.S Khatian No. 177, R.S Khatian No. 143, P.S- Rajarhat, District- North 24 Parganas.
17. **AND WHERAS** while seized and possessed of the aforesaid property, said Mahendra Nath Hati died leaving behind him- his wife Smt. Subodh Bala Dassi as his legal heirs and successors to his estate and subsequently she became the absolute owner of the same be virtue of inheritance and in terms of Hindu Succession Act , 1965.
18. **AND WHEREAS** while seized and possessed of the aforesaid property, said Subodh Bala Dassi being the Vendor sold, conveyed and transferred two plots of land measuring an area of 43 (Forty Three) Decimal and 22(Twenty Two) Decimal respectively comprised in C.S Dag no. 262 and 333 i.e the total area of 65 (Sixty) Decimals of the aforesaid Mouza to Panchkari Ghosh allies Panchugopal Ghosh and Sarala Bala Ghosh, virtue of one Deed of Conveyance duly registered before the Sub-Registered at Cossipore Dum Dum and recorded in Book No. I, Volume No. 21, Pages 17 to 19, Being No. 999 for the year 1949, against valuable consideration thereon.
19. **AND WHEREAS** while seized and possessed of the said property, said Pachugopal Ghosh and Sarala Bala Ghosh jointly recorded their names in respect of the aforesaid property, against R.S Dag No. 317 under R.S Khatian No. 143. Thereafter during the course of B.L.& L.R.O settlement said Panchugopal Ghosh recorded his name in respect of his share of the aforesaid property under L.R Khatian No. Kri- 213, and subsequently Sarala Bala Ghosh recorded her name in respect of her share of the aforesaid property against L.R Khatian No. Kri- 459 respectively.
20. **AND WHEREAS** while seized and possessed of the aforesaid property, said Pachugopal Ghosh died leaving behind him- his four sons namely Sri Swapan Kumar Ghosh, Sri Bimal Kumar Ghosh, Sri Nirmal Kumar Ghosh, Sri Ashim Kumar Ghosh and three daughters namely Smt. Sandhya Ghosh, Kumari Krishna Ghosh and Smt. Manju Mallick as his legal heirs and successors to his estate and subsequently the aforesaid legal heirs and successors of deceased Pachugopal Ghosh became the absolute owner in regards to the share of Panchugopal Ghosh of the aforesaid property by virtue of inheritance and in terms of the Hindu Succession Act, 1956.

21. **AND WHEREAS** while seized and possessed of the aforesaid property, said Sri Swapan Kumar Ghosh , Sri Bimal Kumar Ghosh, Sri Nirmal Kumar Ghosh, Sri Ashim Kumar Ghosh and Smt. Sarala Bala Ghosh sold , conveyed and transferred the said plot of land measuring an area of 43(Forty Three) Decimals comprised in C.S Dag No. 262, R.S Dag No. 317 without the consent of Three daughters of deceased Pachugopal Ghosh named Smt. Sandhya Ghosh, Kumari Krishna Ghosh and Smt. Manju Mullick to Smt. Dolly Ghosh by virtue of one deed of Conveyance duly registered before the Sub-Registrar at Cossipore Dum Dum and recorded in Book No. I, Volume No. 170, Pages 265 to 274, Being Deed no. 7567 for the year 1981.
22. **AND WHEREAS** while seized and possessed of the aforesaid property, by Smt. Dolly Ghosh, Smt. Sandhya Ghosh, Kumari Krishna Ghosh and Smt. Manju Mullick collectively they sold , conveyed and transferred the same measuring an area of 43(Forty Three) Decimal i.e One Bigha Five Cottahs Thirty Five Sq.ft. more or less to one Smt. Madhumita Ghosh by virtue of one deed of Conveyance, Registered at A.D.S.R.- Bidhannagar(Salt Lake City) and recorded in Book No. I, Being No. 1753 for the year 1998 against valuable consideration.
23. **AND WHEREAS** while seized and possessed of the aforesaid property, Smt. Madhumita Ghosh, wife of Sri Tapan Ghosh, resides at 64/57, Khudiram Bose Sarani, Police Station- Ultadanga, Kolkata- 700037, sold, transferred and conveyed the piece and parcel of land measuring an area 43(Forty Three) decimal i.e 1(One) Bigha 5(Five) Cottah 35(Thirty five) Sq.ft. recored as Sali, lying and situated under Mouza- Kalaberia, J.L.No- 30, R.S No- 52, Touzi No.- 10, comprised in C.S Dag No. 262, R.s Dag No. 317 under C.S Khatian No. 177, R.S Khatian No. 143, L.R.Khatian No. Kri- 213 and Kri- 459,within the jurisdiction of Rajarhat Police Station, within the local limits of RajarhatBishnupur 1 No. Gram Panchayat in the District of North 24 parganas, to M/s Vasundhara Nirman Unnayan (Pvt) Ltd. a company incorporated under the Indian Companies Act, 1956, having its registered place of Business at G.D-339, Salt Lake City, Sector- III, Kolkata-700106, represented by one of its Directors- Sri Dipankar Basu, son of Late Anil Chandra Basu, by faith- Hindu, bu occupation- Business, residing at BH- 155, Salt Lake City, sector- II, Kolkata-700091, by virtue of Deed of Conveyance, registered at A.D.S.R- Bidhannagar(salt Lake City) and recorded in Book No.- I, Volume No. 257, Pages 54 to 71, being Deed No. 04250 for the year 2006.
24. **AND WHEREAS** Sri Bipin Chandra Ghosh, since deceased, was the absolute owner of the piece or parcel of land measuring 18(Eighteen) Cottahs equivalent to 30(Thirty) Decimals, be the same a little more or less, comprised in Mouza- Kalaberia, J.l.No- 30, Khatian No. 262, Touzi No. 10, P.S- Rajarhat, R.S Dag No. 387 and 388, in the District of North 24 Parganas.
25. **AND WHEREAS** said Bipin Behari Ghosh died intestate and leaving his legal heirs namely Smt. Tararani Ghosh wife of Late Bipin Behari Ghosh, Kumari Tapati Ghosh, Smt. Arati Ghosh, Smt. Malati Ghosh, Smt. Krishna Ghosh, Smt. Namita Ghosh, all daughters of late Bipin Behari Ghosh, Smt. Purnima Ghosh, wife of Late Netai Chandra Ghosh, only son of Late Bipin Behari Ghosh and Smt. Tanushree Ghosh, daughter of Late Netai Chandra Ghosh as his legal heirs and legal representatives.
26. **AND WHEREAS** two children of Smt. Purnima Ghosh and late Netai Chandra Ghosh, namely , Kumari Tulika Ghosh and Shri Tutai Ghosh, (both minors) their share in the said property consisting of 1(One) Cottah 6(Six) Chittak 3(Three) Sq.ft. has been demarcated and set apart by the aforesaid legal heirs of Late Bipin Behari Ghosh to secure permission from the Ld. District Judge, Barasat, to sell the said share in the property be their mother and natural guardian Smt. Purnima Ghosh.
27. **AND WHEREAS** the aforementioned legal heirs of Late Bipin Behari Ghosh i.e Smt. Tararani Ghosh wife of Late Bipin Behari Ghosh, Kumari Tapati Ghosh, Smt. Arati Ghosh, Smt. Malati Ghosh, Smt. Krishna Ghosh, Smt. Namita Ghosh, all daughters of late Bipin Behari Ghosh, Smt. Purnima Ghosh, wife of Late Netai Chandra Ghosh, only son of Late Bipin Behari Ghosh and Smt. Tanushree Ghosh, daughter of Late Netai Chandra Ghosh, after demarcated and setting apart the land of the Minors, sold, transferred and conveyed the land measuring 18(Eighteen) Cottah be the same a little

more or less, in Mouza- Kalaberia, P.S- Rajarhat to M/s Vasundhara Nirman Unnayan Pvt Ltd, a private limited Company incorporated under Indian Companies Act, 1956 and represented by one of its Directors- Sri Dipankar Basu, son of Late Anil Chandra Basu, by faith- Hindu, by occupation- Business, residing at BH- 155, Salt Lake City, sector- II, Kolkata-700091, by virtue of Deed of Conveyance, registered at A.D.S.R- Bidhannagar (salt Lake City) and recorded in Book No.- I, C.D. Volume No. 9, Pages 18821 to 18842, being No. 10045 for the year 2008.

28. **AND WHEREAS** Upendra Chandra Bhattacharjee who was the absolute owner of a plot of land measuring 492 Decimal situated under Mouza- Kalaberia, J.L.No.- 30 , R.S. No- 52, Touzi No. 173, comprised in C.S dag No. 270, R.S Dag No. 390 under C.S Khatian No. 124, R.s Khatian No. 156, P.S- Rajarhat, District- North 24 Parganas.
29. **AND WHEREAS** while seized and possessed of the aforesaid property, said Upendra Chandra Bhattacharjee died leaving behind him- his three sons Sri Manindra Nath Bhattacharjee, Dwirika Nath Bhattacharjee and Pratha Nath Bhattacharjee as his legal heirs and successors to his estate.
30. **AND WHEREAS** thereafter one Deed of Partition was executed amongst themselves and registered before the Sub- Registrar at Cossipore, Dum Dum and recorded in Book No. I, Volume No. 43, pages 199 to 210, Being No. 3328 for the year 1963 and in that circumstances, Dwarika Nath Bhattacharjee became the absolute owner of a portion of the same measuring an area of 75(Seventy Five) Decimal under C.S dag No. 270.
31. **AND WHEREAS** while seized and possessed of the aforesaid property, said Dwarika Nath Bhattacharjee died leaving behind him- 4(Four) sons viz; Pranab Kumar Bhattacharjee, Sri Ashim Kumar Bhattacharjee, Dipak Kumar Bhattacharjee, Sri Malay Kumar Bhattacharjee and 3(Three) daughters viz; Manju Bhattacharjee, Kalyani Bagchi and Smt. Bithika Mukherjee as his legal heirs and successors to his estate and thereafter they have sold, conveyed and transferred their shares of the property unto the favour of Sri Swapan Dutta, by virtue of one Deed of Conveyance, duly registered before the dist. Registrar at Barasat and recorded in Book No. I, Being Deed no. 1035 for the year 1998.
32. **AND WHEREAS** while seized and possessed of the aforesaid property, said Swapan Dutta sold, conveyed and transferred the same, measuring an area of 19 (nineteen) cottah 4(four) chittaks 15 (Fifteen) sq.ft. unto the favour of Sri Ranjit Kumar Sadhya, by virtue of one Deed of Conveyance duly registered before the District Registrar at Barasat and recorded in Book No. I, Volume No. 58, Pages 355 to 364, being no. 3151 for the year 2000.
33. **AND WHEREAS** One Sri Bimal Chandra Ghosh and six others collectively owned and acquired a plot of land measuring an area of 61 Decimal situated under Mouza- Kalaberia, J.L. No.- 30, R.S No.- 52, Touzi no.173, comprised in R.s Dag No.-386, 387 under L.R. Khatian no. Kri- 264, 403, 195, 149, 109, 264/1, P.S- Rajarhat, District- North 24 Parganas, b y virtue of inheritance and in terms of the Hindu Succession Act, 1956.
34. **AND WHEREAS** while seized and possessed of the aforesaid property, Sri Bimal Chandra Ghosh and others collectively sold, conveyance and transferred the same measuring 61(sixty one) decimal unto the favour of Sri Ranjit Sadhya, by virtue of one Deed of Conveyance, duly registered before the A.D.S.R- Bidhannagar (SaltLake City) and recorded in Book No. I. Volume No. 92, Pages 297 to 304 Being Deed no. 3711 for the year 1999.
35. **AND WHEREAS** said Sri Ranjit Sadhya, son of Sri Samir Ranjan Sadhya, resides at GD- 339, Salt Lake City, Sector III, Kolkata- 700106, sold, conveyed and transferred the piece and parcel of land measuring an area of 19(nineteen) cottah 4(four) chittaks 15(fifteen) sq.ft. and 61 Decimal comprised in C.S Dag No. 270, R.S dag Nos. 390, 386, 387, C.S Khatian No. 124, L.R Khatian No. K- 156, 264, 403, 195, 149, 109, 264/1 total measuring 56(Fifty six) Cottah 4(four) Chittak 15(fifteen) sq.ft. under Mouza- Kalaberia, J.L. No.- 30, R.S No.- 52, Touzi no.173, within the jurisdiction of

rajarhat Police Station, in the District of North 24 Parganas to M/s Vasundhara Nirman Unnayan (Pvt) Ltd., a private limited Company incorporated under Indian Companies Act, 1956 and represented by one of its Directors- Sri Dipankar Basu, son of Late Anil Chandra Basu, by faith- Hindu, bu occupation- Business, residing at BH- 155, Salt Lake City, sector- II, Kolkata-700091, by virtue of Deed of Conveyance, registered at A.D.S.R- Bidhannagar (salt Lake City) and recorded in Book No.- I, C.D. Volume No. 15, Pages to 1938 to 1955, being no. 08958 for the year 2010.

36. **AND WHEREAS** Bipin Behari Ghosh since deceased was originally seized and possessed of well and sufficiently entitled to a piece or parcel of land measuring 19 (nineteen) Cottahs 5(five) chittak 41(forty one) Sq.ft. be the same a little more or less comprised in Mouza- Kalaberia, J.L.No. 30, Khatian No. 262, Touzi No. 10, P.S – rajarhat, R.S Dag No. 387 and 388.
37. **AND WHEREAS** the said Bipin Behari Ghosh died intestate leaving him surviving his legal heirs and legal representatives and who i.e Smt. Purnima Ghosh wife of Late Netai Chandra Ghosh for self and also as the mother and natural Guardian of her minor daughter Kumari Tulika Ghosh and minor son Sri Tutai Ghosh after due inheritance amicably settled the land amongst themselves and thereby the said land measuring 1 Cottah 5 Chittak 41 Sq.ft., sold, transferred and conveyed to M/s Vasundhara Nirman Unnayan (Pvt) Ltd., a private limited Company incorporated under Indian Companies Act, 1956 and represented by one of its Directors- Sri Dipankar Basu, son of Late Anil Chandra Basu, by faith- Hindu, occupation- Business, residing at BH- 155, Salt Lake City, sector- II, Kolkata-700091, by virtue of Deed of Conveyance, registered at A.D.S.R- Bidhannagar (salt Lake City) and recorded in Book No.- I, C.D. Volume No. 2, Pages to 22128 to 22147, being no. 02191 for the year 2009.
38. **Title of the Owners:** In the abovementioned circumstances, the Owners have acquired joint right, title and interest to the Said Premises, free from all encumbrances.

2nd Schedule
Part-I
(Said Flat)

Apartment/Residential Flat bearing No. _____, _____ (_____) floor, super built-up area approximately _____ (_____) square feet, comprised in the Block No. ____ (_____) **(Said Block)** in the proposed complex named “*Mounthill Essence*” **(Said Complex)** at Kalaberia, Kamabari, Post Office RajarhatBishnupur, Kolkata-700135, Police Station Rajarhat, within the limits of the RajarhatBishnupur 1 No. *Gram Panchayat*, District North 24 Parganas, delineated on **Plan B** attached and bordered in colour **Red** thereon.

Part-II
(Parking Space)

The right to park _____ (_____) medium sized car/s/ in the covered/open (tick the applicable one) space in the ground floor in the Said Complex which **(1)** shall be allotted to the Buyer after completion of construction of the Said Complex and the allotment will be made on the first-cum-first-allotted basis depending on the submission of the application form **(2)** can only be used for parking of a medium sized motor car/two wheeler of the Buyer, as the case may be, and not for any other purposes.

Part-III
(Said Flat And Appurtenances)
[Subject Matter of Agreement]

The Said Flat, being the flat described in **Part-I** of the **2nd Schedule** above.

The Land Share, being undivided, impartible, proportionate and variable share in the land comprised Said Premises described in **Part-I** of the **1st Schedule** above, as is attributable to the Said Flat. Parking Space, being the car parking space/s described in **Part-II** of the **2nd Schedule** above, if any.

The Share In Common Portions, being undivided, impartible, proportionate and variable share and/or interest in the Common Portions described in the **3rd Schedule** below, as is attributable to the Said Flat.

Part-IV
(Total Price-Said Flat)
[Subject Matter of Agreement]

1. Total Price

- a. Base Price : ₹.....@₹.....per Sqft.
- b. PLC (if any) : ₹.....@ ₹..... per Sqft.
- c. Car Parking Space charges : ₹..... for
number car parking space

Total Price: a+b+c : ₹.....

3rd Schedule
(Common Portions)

- Lobbies on all floors and staircase of the Said Block/Said Complex.
- Lift machine room and lift well of the Said Block/Said Complex.
- Water supply system including pumps, reservoirs/tanks of the Said Block/Said Complex.
- Water supply pipeline in the Said Block/Said Complex (save those inside any Flat or attributable thereto).
- Drainage and sewage pipeline in the Said Block/Said Complex (save those inside any Flat or attributable thereto).
- Wiring, fittings and accessories for lighting of lobbies, staircase and other Common Portions of the Said Block/Said Complex.
- Electricity meters and space for their installation.
- Elevators and allied machinery in the Said Block/Said Complex.
- Total work of Cable Television in the Said Block/Said Complex.
- Common Roof the top floor of the Said Block/Said Complex.
- Landscape Garden and Community hall in the Said Block/Said Complex.

**4th Schedule
(Specifications)**

Floor Of Rooms And Toilets	Vitrified tile flooring in living and bed rooms Anti skid ceramic tiles in kitchen and toilets.
Walls	POP finished over cement plastered walls and ceiling . Tiled walls in toilet up to lintel height and in kitchen up to 2 ft above granite counter top.
Doors & Windows	Flush doors and Aluminum windows with glazing
Electrical	Concealed wiring in modular switch sockets AC provision in master bed rooms Toilet - geyser and exhaust fan provision Kitchen - point of exhaust fan Each Balconies- one socket point Optimum power back up (can be extended subject to requirement acceptance and additional payment) Alternate energy for landscape lighting.
Ironmongery	Safety latch in main door and cylindrical locks in other bedrooms etc.
Plumbing	Geyser point in all toilets Concealed piping in kitchen and toilets Branded CP and chinaware in toilets and stainless steel sink in kitchen.
Painting And Finishing	Outside face of external walls will be finished with good quality weather coat paint.
Other Amenities	Lifts, club, gym and community hall and covered swimming pool, walking track, covered and open car park.

**5th Schedule
(Common Expenses/Maintenance Charges)**

1. **Common Utilities:** All charges and deposits for supply, operation and maintenance of common utilities.
2. **Electricity:** All charges for the electricity consumed for the operation of the common machinery and equipment of the Said Block/Said Complex.
3. **Association:** Establishment and all other capital and operational expenses of the Association.
4. **Litigation:** All litigation expenses incurred for the common purposes and relating to common use and enjoyment of the Common Portions.
5. **Maintenance:** All costs for maintaining, operating, replacing, repairing, white-washing, painting, decorating, re-decorating, re-building, re-constructing, lighting and renovating the Common Portions [including the exterior or interior (but not inside any Flat) walls of the Said Block/Said Complex].
6. **Operational:** All expenses for running and operating all machinery, equipments and installations comprised in the Common Portions, including lift, diesel generator set, changeover switch, pump and other common installations including their license fees, taxes and other levies (if any) and expenses ancillary or incidental thereto and the lights of the Common Portions.

- 7. **Rates and Taxes:** Tax, surcharge, Water Tax and other levies in respect of the Said Block/Said Complex **save** those separately assessed on the Buyers.
- 8. **Staff:** The salaries of and all other expenses on the staff to be employed for the common purposes, viz. manager, caretaker, clerk, security personnel, liftman, sweeper, plumber, electrician etc. including their perquisites, bonus and other emoluments and benefits.

21. Execution and Delivery

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

[Owners]

[Developer]

[Buyer]

Witnesses:

Signature _____

Signature _____

Name _____

Name _____

Father's Name _____

Father's Name _____

Address _____

Address _____
