



The RainForest

Inspired by nature. Designed by man.

Mr. Arun Kumar Priadarshi
Flat No- 5-13/B



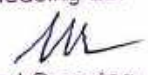
पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

81AA 179071

AGREEMENT

1. **Date:** 16/11/2015
2. **Place:** Kolkata
3. **Parties**
 - 3.1 **SMC India Limited**, a company within the meaning of the Companies Act, 1956, having its registered office at Podra, P.O. Rajarhat Bishnupur, 24 Parganas (North) Kolkata-155, West Bengal (formerly at 115, B. R. B. Basu Road, Police Station Burrabazar, Kolkata-700001), {CIN U51909WB1994PLC064608 } [PAN AAFCS0287B] (Owner, includes successor-in-interest and assigns)

For MKHS Housing LLP


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And

- 3.2 **MKHS HOUSING LLP**, a Limited Liability Partnership firm incorporated under the Limited Liability Partnership Act 2008, having its registered office at 6, Abanindra Nath Thakur Sarani (Camac Street) Fort Knox Building, 2nd Floor, Room No. 204, Kolkata-700017, West Bengal [PAN AAWFM6121A], being represented by one of its partner, Mr. Hemont Kumar Sikaria, son of Sajan Kumar Sikaria, of Gate No. 1 & 2, 1st floor, above Hyundai Showroom, Salt Lake City, Kolkata-700098
(Developer, includes successor-in-interest and assigns)

And

- 3.3 **Mr. Arun Kumar Priadarshi (PAN-ALYPP9995Q)** Son of Mr. Om Prakash Gupta & **Mrs. Priti Priadarshi (PAN-AXWPK0395B)** Wife of Mr. Arun Kumar Priadarshi residing at C/o Om Prakash Gupta, Shashi Sadan, Near Reliance Tower, Bara Telpa, Chapra, Bihar - 841302.

(Buyer, includes successors-in-interest)

Owner and Developer collectively **Sellers**

Owner, Developer and Buyer referred to as such or as **Party** and collectively **Parties**.

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

4. Subject Matter of Agreement

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

- 4.1.1 **Said Flat:** Residential Flat No. 5-13/B, 13th Floor, super built-up area approximately 1027 (One Thousand Twenty Seven) square feet (**Said Flat**), in the Block No.5 (Five) [**Said Block**],

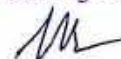
described in **Part I** of the **2nd Schedule** below, in the proposed G+16 (ground plus sixteen) storied building of the project named "**The RainForest**" (**Said Complex**), to be constructed on a divided and demarcated portion of land comprised in *Mouza* Bishnupur, J.L. No. 44, Police Station Rajarhat, Sub-Registration Office Rajarhat [formerly Bidhannagar (Salt Lake City)] within Rajarhat-Bishnupur 2 No. *Gram Panchayat* (**RBGP-2**), District North 24 Parganas (**Said Property**), described in **Part I** of the **1st Schedule** below. The floor layout of the Said Flat is delineated on the **Plan** annexed hereto and bordered in colour **Red**.

- 4.1.2 **Land Share:** Subject to the provisions of Clause 6.1.1 below, undivided, impartible, proportionate and variable share in the land comprised within the Said Property, as be attributable and appurtenant 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 **Said Parking Space:** The right to park in the parking space/s described in **Part II** of the **2nd Schedule** below (**Said Parking Space**), if any.

- 4.1.4 **Share In Common Portions & Amenities:** Undivided, impartible, proportionate and variable share and/or interest in the common areas of the Said Block and the Said Complex as be attributable and appurtenant to the Said Flat (**Share In Common Portions**), the said common areas being described in the 3rd Schedule below (collectively **Common Portions**) and the amenities and facilities of the Said Complex, being described in the 4th Schedule below (collectively **Amenities**).
- 4.1.5 **Easement Rights:** Right of conditional easement of use (**Easement Rights**) on certain amenities and facilities such as gatehouse, roads, pathways, walkways, drainage and sewage pipeline and STP (if any), landscaped green areas and water bodies (collectively **Specified Facilities**). It is clarified that (1) the Developer shall have absolute right to modify the Specified Facilities and (2) the Specified Facilities shall be available in common with other blocks/clusters of buildings in the Said Complex (**Other Clusters**) and other developments and projects of the Developer (collectively **Other Projects**) and shall also be enjoyed in common by the owners of the Other Clusters and Other Projects (collectively **Other Owners**).
- 4.1.6 The Said Flat, the Land Share, the Said Parking Space (if any), the Share In Common Portions and the Easement Rights collectively described in Part III of the 2nd Schedule below (collectively **Said Flat And Appurtenances**).
5. **Background**
- 5.1 **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 Owner has become the absolute Owner of the Said Property, free from all encumbrances and the Developer is now in peaceful possession thereof.
- 5.2 **Development Agreement:** With the intention of developing and commercially exploiting the Said Property by constructing the Said Complex thereon and selling the flats and other covered and open spaces therein (**Flats**), the Owner has entered into a development agreement dated 22nd November, 2013, registered in the Office of the Additional Registrar of Assurances II, Kolkata, in Book No. I, CD Volume No. 46, at Pages 5864 to 5884, being Deed No. 15491 for the year 2013 (**Development Agreement**) with the Developer, who is a well-known developer, to develop the Said Property.
- 5.3 **Power of Attorney:** By a Power of Attorney dated 22nd November, 2013, registered in the Office of the Additional Registrar of Assurances III, Kolkata, in Book No. IV, CD Volume No. 12, at Pages 6221 to 6234, being Deed No. 08375 for the year 2013, the Owner has appointed the Developer as its 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:** In furtherance of the above, a building plan was caused to be sanctioned by the RBGP-2 for construction of the Said Complex (**Sanctioned Plans**, which includes all further sanctioned vertical extensions, modifications and integrations made thereto from time to time by RBGP-2 and other authorities).
- 5.5 **Allocation:** By mutual consent, certain Flats in the Said Complex have been allocated to the Owner (collectively **Owner's 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.

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- 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 Property is owned by the Owner and hence Land Shares therein must be transferred by the Owner, (2) such transfer by the Owner is in consideration of the Developer bearing all costs for the construction of the Owner's Allocation and paying all other consideration to the Owner, (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 Owner, (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 Owner and the Developer should jointly enter into agreement with the Intending Buyers where under the Owner (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 **Understanding of Scheme by Buyer:** The undertaking and covenant of the Buyer that the Buyer has understood and accepted the under mentioned scheme of development of the Developer:
- (a) **Development of Said Complex and Other Projects:** The Developer intends to develop the entirety of the Said Complex containing the Said Block and the Other Clusters and also the Other Projects in due course and in staggered phases and the Buyer hereby accepts the same and shall not, under any circumstances, raise any objection or hindrance thereto.
 - (b) **Sanctioned Plans and Modifications:** In pursuance of such intention, the Sanctioned Plans of the Said Block have been and/or shall further be sanctioned by RBGP-2 and other authorities but the Developer may also have the building plans of the entirety of the Said Complex sanctioned as a composite plan.
 - (c) **Extent of Ownership:** The ownership rights of the Buyer are limited to the Said Flat, the Land Share, the Said Parking Space, if any and the Share In Common Portions and the Buyer hereby accepts the same and the Buyer shall not, under any circumstances, raise any claim of ownership on the Specified Facilities or any other component or constituent of the Other Clusters of the Said Complex.

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- (d) **Common Portions Subject to Change:** The Common Portions shall always be and remain subject to change and modification, as be deemed fit and necessary by the Developer, to accommodate its future plans regarding the Said Property, the Other Clusters and the Other Projects and the Buyer hereby accepts the same and the Buyer shall not, under any circumstances, raise any objection or hindrance thereto.
- (e) **Only Easement Rights on Specified Facilities:** The Buyer shall only have easement rights on the Specified Facilities and the Buyer hereby accepts the same and the Buyer shall not, under any circumstances, raise any claim of ownership on any component or constituent of the Specified Facilities.
- (f) **Location of Specified Facilities:** The Specified Facilities may either be located outside the Said Property or may be part of the Said Property; if some of the Specified Facilities are part of the Said Property, then and in such event such part of the Said Property on which the Specified Facilities are located shall be deemed to be excluded from the area of the Said Property and the Land Share being agreed to be transferred to the Buyer shall not under any circumstances extend to and include such part. The Buyer hereby accepts the same and shall not, under any circumstances, raise any objection or hindrance in this regard.
- (g) **Status of Said Club:** The Said Club (defined in Clause 10.1 below) shall be and be deemed to be a constituent of the Common Portions and the Buyer shall have undivided, impartible, proportionate and variable share and/or interest in the Said Club, subject to the other provisions of this Agreement specifically with regard to the Said Club.
- 6.1.2 **Financial and Other Capacity of Buyer:** The undertaking of the Buyer to the Sellers that the Buyer has the financial and other resources to meet and comply with all financial and other obligations under this Agreement, punctually.
- 6.1.3 **Satisfaction of Buyer:** The undertaking of the Buyer to the Owner and the Developer that the Buyer is acquainted with, fully aware of and is thoroughly satisfied about the title of the Owner, right and entitlement of the Developer, the Sanctioned Plans, all background papers, the right of the Owner and the Developer to enter into this Agreement, the scheme of development described above and the extent of the rights being granted in favour of the Buyer and the negative covenants mentioned above and elsewhere in this Agreement and the Buyer hereby accepts the same and shall not raise any objection with regard thereto.
- 6.1.4 **Measurement:** The mutual agreement 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 communicated by the Developer on completion of its construction (2) the built-up area of the Said Flat shall be certified by Messieurs Raj Agarwal & Associates (Architect) (3) the built-up area of the Said Flat shall mean covered area of the Said Flat including area of all internal and external walls **save and except** area of the common partition walls with adjoining Flats, in which case, such area shall be shared equally between the two Flats and such final measurement will contain a super built-up component of 27% (twenty seven percent) and (4) neither of the Parties shall question and/or challenge the built-up area certified by the Architect, 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 certified by the Architect. The Buyer hereby accepts the above and shall not raise any objection with regard thereto.

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- 6.1.5 **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 Block 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 Property, (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. The Buyer hereby accepts the above terms and conditions and shall not raise any dispute or objection with regard thereto.
- 6.1.6 **Rights Confined to Said Flat And Appurtenances:** The undertaking of the Buyer to the Owner and the Developer that the right, title and interest of the Buyer is confined only to the Said Flat And Appurtenances and the Developer is entitled to deal with and dispose off all other portions of the Said Property, the Said Block and the Said Complex to third parties at the sole discretion of the Developer, which the Buyer hereby accepts and to which the Buyer, under no circumstances, shall be entitled to raise any objection.
- 6.1.7 **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 Owner and the Developer (**Owner's And Developer's Covenants**) as mentioned in Clause 11 and its Sub-Clauses below shall perpetually run with the land (2) the Buyer's Covenants and the Owner's And Developer's Covenants (collectively **Covenants**) shall bind them and their successors-in-title or interest and (3) this Agreement is based on the undertaking that the Buyer's Covenants and the Owner's And Developer's Covenants shall be strictly performed by the Buyer, the Owner and the Developer, respectively.
- 6.1.8 **Common Portions Subject to Change:** In addition to the provisions of Clause 6.1.1 (d) above, the mutual agreement by and between the Parties that although the Common Portions are described in the 3rd Schedule below, the said descriptions are only indicative and are 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 hereby accepts the same and shall not raise any objection in this regard and/or have any claim, financial or otherwise, against the Developer for such modification or improvisation.
- 6.1.9 **Extension/Addition:** 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 the Developer (1) integrating/adding (notionally or actually) the Other Clusters and the Other Projects to the Said Block/Said Property and/or the Said Complex and for this purpose, demolishing boundary walls and affixing gates wherever necessary and connecting existing roads to future roads (2) extending, modifying and realigning the extent, area, layout and location of the Said Block/Said Complex including the Common Portions and the Specified Facilities (3) modifying the Sanctioned Plans, as may be necessary in this regard (4) granting all forms of unfettered and perpetual proportionate right of ownership and use over the Common Portions and (5) granting all rights of user and easements over the Specified Facilities to the Intending Buyers and Other Owners. It is clearly understood by the Buyer that the Buyer shall not have any right to erect any wall/boundary wall in the Said Property and/or the Other Clusters and/or the Other Projects.
The Buyer further undertakes that in consideration of the Developer agreeing to sell the Said Flat And Appurtenances to the Buyer, the Buyer has accepted the above conditions and has granted and shall be deemed to have granted to the Owner, the Developer and the Other Owners and all successors-in-interest/title unfettered and perpetual easements over, under and above all Common Portions and the Specified Facilities including roads, passages and all open spaces in the Said Property, with right to connect the same to new roads and passages comprised in the Other Clusters and Other Projects integrated/added to the Said Block/Said Property.

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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, Payment and Mandatory Costs and Deposits**

8.1 **Total Price:** The consideration for sale of the Said Flat, the Land Share, the Share In Common Portions and grant of the Easement Rights is **Rs. 30,29,650/- (Rupees Thirty Laes Twenty Nine Thousand Six Hundred Fifty Only) [Base Price]** And for the Said Parking Space, if any, is **Rs. 3,50,000/- (Rupees Three Laes Fifty Thousand Only)** And Preferential Location Charges (PLC), if any, is **Rs. 2,97,830/- (Rupees Two Laes Ninety Seven Thousand Eight Hundred Thirty Only)**, the Base Price, the Car Park Price and the PLC, aggregating to **Rs. 36,77,480/- (Rupees Thirty Six Laes Seventy Seven Thousand Four Hundred Eighty Only)** [collectively **Total Price**] plus applicable Service Tax, which the Parties confirm and accept. 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 in the manner mentioned in Clause 6.1.4 above and does not include the Mandatory Costs and Deposits (defined in Clause 8.4 below).

It is expressly agreed and understood by the Buyer that if at any point of time, any law or rule or regulation comes into force whereby the Developer and/or the Owner become obliged to charge the Buyer on the basis of the carpet area of the Said Flat, in that event the Total Price for the Said Flat to be paid hereunder shall be deemed to be the Total Price charged on the basis of the carpet area of the Said Flat and the Buyer agrees to keep the Developer and/or the Owner indemnified in respect thereof.

8.2 **Payment of Total Price:** The Total Price, the Service Tax and the Mandatory Costs and Deposits (defined in Clause 8.4 below) shall be paid by the Buyer in the manner mentioned in the Payment Schedule mentioned below, as be applicable to the Buyer, 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 and the Mandatory Costs and Deposits and all other amounts agreed to be paid or deposited under this Agreement.

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Payment Schedule		
As applicable against BHK of unit		
1	On Booking	
2	On Sale Agreement	20% (Base price + PLC + Car Park price after adjusting Booking amount) + Documentation Charges + Applicable S. Tax
3	On Piling	10% (Base price + PLC + Car Park price) + Applicable S. Tax
4	On Ground Floor Roof Casting	5% (Base price + PLC + Car Park price) + Applicable S. Tax
5	On 1st Floor Roof Casting	5% (Base price + PLC + Car Park price) + Applicable S. Tax
6	On 3rd Floor Roof Casting	5% (Base price + PLC + Car Park price) + Applicable S. Tax + 50 % of Mandatory Cost except Maintenance, Sinking Fund & Municipal/Panchayat Tax Deposit
7	On 5th Floor Roof Casting	5% (Base price + PLC + Car Park price) + Applicable S. Tax
8	On 7th Floor Roof Casting	5% (Base price + PLC + Car Park price) + Applicable S. Tax
9	On 8th Floor Roof Casting	5% (Base price + PLC + Car Park price) + Applicable S. Tax
10	On 9th Floor Roof Casting	5% (Base price + PLC + Car Park price) + Applicable S. Tax
11	On Completion of Super Structure of the Block	5% (Base price + PLC + Car Park price) + Applicable S. Tax + 25 % of Mandatory Cost except Maintenance, Sinking Fund & Municipal/Panchayat Tax Deposit
12	On Flooring of the Designated Unit	10% (Base price + PLC + Car Park price) + Applicable S. Tax
13	On Internal Completion of the Designated Unit	10% (Base price + PLC + Car Park price) + Applicable S. Tax
14	On or Before Possession of the Designated Unit	10% (Base price + PLC + Car Park price) + Applicable S. Tax + 25 % Rest Mandatory Cost along with 100% Maintenance, Sinking Fund & Municipal/Panchayat Tax Deposit

- 8.3 **Notice for Payment:** On happening of each event mentioned in the Payment Schedule above, as applicable, the Developer shall give written notice (by email, to the Email ID supplied by the Buyer in the Application Form) to the Buyer (**Payment Notice**), quantifying the amount payable by the Buyer. Within 15 (fifteen) days of the date 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 12.2 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 Payment Schedule 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 Mandatory Costs and Deposits shall be the essence of the contract. If payments are made by negotiable instruments, the same shall be made payable at Kolkata and favoring "MKHS HOUSING LLP" or such name as may be notified by the Developer.
- 8.4 **Mandatory Costs and Deposits:** In addition to the Total Price, the Buyer shall also pay to the Developer/other concerned person/entity (as specified below), as and when demanded, the following amounts (collectively **Mandatory Costs and Deposits**), proportionately or wholly (as the case may be), with service tax thereon, towards:
- 8.4.1 **Increase Due to Circumstances Of Force Majeure:** any increase and/or escalation in the cost of construction due to Circumstances Of Force Majeure (defined in Clause 16.1 below), proportionately.

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- 8.4.2 **Special Amenities/Facilities:** providing any special amenities/facilities (save and except those described in the 4th Schedule below) and improved specifications of construction of the Said Flat and/or the Said Block over and above the specifications described in the 5th Schedule below (Specifications), proportionately.
- 8.4.3 **Transformer and Electricity:** obtaining HT/LT electricity supply from the supply agency, which is Rs.125/- (Rupees one hundred and twenty five) per square feet, based on the super built-up area of Said Flat. It excludes the security deposit money for the electric meter.
- 8.4.4 **WBSEDCL/CESC Meter & Connection Charges:** charges of the supply agency for providing electricity meter and connection charges, at actuals.
- 8.4.5 **Cost for Power Back-Up:** Cost for Power back-up will be applicable as follows:

For 2 BHK	750 (seven hundred & fifty) Watt	Rs.20,000/- (Rupees twenty thousand)
For 3 BHK	1000 (one thousand) Watt	Rs.25,000/- (Rupees twenty thousand)
For 4 BHK	1250 (one thousand two hundred & fifty) Watt	Rs.30,000/- (Rupees thirty thousand)

Prior to the execution of this Agreement, the Buyer may opt for more power back-up apart from the above fixed slab by making a written request to the Developer and payment of an extra sum of Rs.20,000/ (Rupees twenty thousand) for every 500 (five hundred) Watts.

- 8.4.6 **Betterment Fees:** betterment or other levies that may be charged/imposed by any government authorities or statutory bodies on the Said Property or the Said Flat And Appurtenances or its transfer in terms hereof, proportionately.
- 8.4.7 **Taxes:** Service Tax, 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 Sellers, from time to time, proportionately, if levied as a whole on the Said Block/Said Complex and wholly, if levied specifically on the Said Flat.
- 8.4.8 **Documentation Charges:** A sum of Rs.20,000/- (Rupees Twenty Thousand only) towards documentation charges for the Said Flat. Stamp duty, registration fees, incidental expenses for registration and all other fees and charges, if any, shall be borne by the Buyer and paid 15 (fifteen) days prior to the date of registration. The fee and costs shall be paid to the Developer, who shall do all accounting with the Legal Advisor (defined below).
- 8.4.9 **Deposit for Common Expenses/Maintenance Charges And Municipal Rates & Taxes:** an interest free sum of Rs. 36,972/- (Rupees Thirty Six Thousand Nine Hundred Seventy Two Only) [being calculated @ Rs.36/- (Rupees thirty six) per square feet, on the super built-up area of the Said Flat, for 12 (twelve) months], which amount shall be utilized by the Developer for defraying Common Expenses/Maintenance Charges, being described in the 6th Schedule below. It is clarified that the Common Expenses/Maintenance Charges shall include cost of operation, maintenance, repair and replacement of the Specified Facilities but not the Said Club, provisions regarding which are separately provided in Clause 10 below. An interest free sum of Rs. 18,486/- (Rupees Eighteen Thousand Four Hundred Eighty Six Only) [being calculated @ Rs.18/- (Rupees eighteen) per square feet, on the super built-up area of the Said Flat], which amount shall be utilized by the Developer for defraying Municipal Rates & Taxes for as long as the said amount permits. It is clarified that (1) the Said Complex shall be maintained by the Developer and/or its nominee till 95% (ninety five percent) of the occupancy of the Said Complex is completed and such time the Facility Manager (defined in Clause 9.9 below) is appointed, so long as the Buyer and all other Transferees pay the Common Expenses/Maintenance Charge (2) the Buyer shall pay the abovementioned share of the Common Expenses/Maintenance Charge and the Rates & Taxes to the Developer and/or its nominee, (3) the supervision of maintenance of the Said Complex shall be

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handed over by the Developer to a body, which may be a syndicate, committee, body corporate, company or association under the West Bengal Apartment Ownership Act, 1972 (**Association**), as soon as be practicable, so that the Association may deal directly with the Facility Manager (4) the above mentioned deposit (less deductions made but not replenished, if applicable) shall be transferred by the Developer and/or its nominee to the Association (upon formation) and the Association (upon formation) shall be entitled to hold the same on the terms and conditions and in the same manner as the Developer, as mentioned above and (5) the Association shall be bound to form a common maintenance body with all similar associations of all Other Clusters/Other Projects for supervision of maintenance of the Specified Facilities (**Apex Body**).

- 8.4.10 **Contributing Towards Sinking Fund:** The Buyer shall also make proportionate contribution to the fund to be paid and/or contributed by each Intending Buyers towards sinking/reserve fund (**Sinking Fund**), payable @ Rs.24/- (Rupees twenty four) per square feet on the super built-up area of the Said Flat, which amount shall be held by the Developer on account of capital expenses after the project is completed and upon formation of the Association, the said amount on account of the Sinking Fund shall be transferred to the Association. The Buyer accepts that creation of the Sinking Fund is necessary for the proper upkeep of all the Amenities and equipments being provided for common use.
- 8.4.11 **Said Club Development Fee:** A sum of Rs. 1,02,700/- (Rupees One Lac Two Thousand Seven Hundred Only) [being calculated @ Rs.100/- (Rupees one hundred) per square feet, on the super built-up area of the Said Flat, towards development fee for the Said Club,
- 8.4.12 **Increase in Total Price:** any increase in the Total Price due to increase in measurement of the Said Flat, at the rate at which the Total Price has been computed, wholly.
9. **Construction, Completion of Sale and Facility Manager**
- 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, as per the Specifications described in the 5th Schedule below. The decision of the Architect in all regards including quality and workmanship shall be final and binding on the Parties.
- 9.2 **Quality, Workmanship and Acceptance of Variations etc.:** The decision of the Architect regarding quality, workmanship and variations 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 and hereby further agrees not to raise any objection to the Developer and/or the Architect making such variations, modifications or alterations.
- 9.3 **No Hindrance:** The Buyer shall not do any act, deed or thing whereby the construction/developmental work of the Said Flat And Appurtenances and/or the Said Block and/or the Other Clusters of the Said Complex and/or the Other Projects is in any way hindered or impeded. The Buyer hereby accepts the above and shall not raise any objection with regard thereto.
- 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 Said Parking Space, if any, usable [(1) in bare condition and (2) as per the Specifications, the decision of the Architect in this regard being final and binding], shall

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be done by the Developer within December, 2019 (**Completion Date**) provided however the Completion Date may be extended by a period of 1 (one) year (**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 16.1 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 whereby the Developer is prevented from completing the development. In no event shall the Buyer be entitled to claim any amount 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. However, if the Developer fails to handover possession of the Said Flat before expiry of the Extended Period, than in such circumstances, the Developer will be liable to pay to the Buyer an interest @ 12% (twelve percent) per annum on payments received, to be calculated from the date of expiry of the Extended Period till the Date Of Possession Notice (mentioned in Clause 9.6.2 below).

- 9.6 **Possession of Said Flat:** Upon construction, finishing and making the Said Flat usable, the Sellers (acting through 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 the delivery of possession, the Buyer shall pay to the Sellers all amounts due and payable towards the Total Price, Mandatory Costs and Deposits and other charges and the Buyer shall not claim possession of the Said Flat And Appurtenances till such payments are made in full.
- 9.6.2 **Possession Notice:** Subject to the provision of Clause 9.6.1 above, on the Completion Date (which may include the Extended Period or the period required beyond the Extended Period due to Circumstances Of Force Majeure and other circumstances mentioned in Clause 9.5 above), the Sellers (acting through the Developer) shall serve a notice on the Buyer (**Possession Notice**) calling upon the Buyer to take exclusive physical possession. Immediately from the date of the Possession Notice (**Date Of Possession Notice**), the Buyer shall be bound to take over exclusive physical possession of the Said Flat after fulfilling all obligations under this Agreement, including payment of all amounts due to the Sellers, failing which it shall be deemed that the Buyer has taken possession from the Date Of Possession Notice (date of actual or deemed possession, **Date Of Possession**). From the Date Of Possession Notice, the Buyer shall become liable to pay all outgoings (such as Common Expenses/Maintenance Charge and Rates & Taxes), irrespective of whether the Buyer takes exclusive physical possession of the Said Flat And Appurtenances. In case the deeming provision comes into force, the Buyer confirms that the Buyer shall not claim to be in exclusive physical possession of the Said Flat And Appurtenances and the same shall be received by the Buyer only upon clearing all dues and performing all obligations.
- 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 and use [(1) in bare condition and (2) as per the Specifications, the decision of the Architect 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, including the super built-up area of the Said Flat.
- 9.6.5 **Commencement of Outgoings:** From the Date Of Possession Notice, all outgoings in respect of the Said Flat And Appurtenances, including Common Expenses/Maintenance Charges and Rates & Taxes shall become payable by the Buyer.


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- 9.7 **Developer's Obligations:** Subject to the Buyer making payment of the Total Price, Mandatory Costs and Deposits and other charges 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 Said Parking Space, if any, usable and transfer the Said Flat And Appurtenances to the Buyer.
- 9.7.2 **Construction According to Specifications:** subject to the other provisions of this Agreement, to construct and finish the Said Flat in accordance with the Sanctioned Plans and Specifications, reasonable variations excepted.
- 9.7.3 **Arrangement for Utilities for Construction Work:** to make own arrangement for water and electricity required for construction. It is clarified that during the Developer constructing/developing the Other Clusters of the Said Complex and in the event the Developer extending the Said Complex by integrating/adding Other Projects, the Buyer shall not have/raise any objection to the Developer using the water and electricity connection from the Said Property for the aforesaid construction/developmental work.
- 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 above. The legal advisor of the Project (**Legal Advisor**) appointed by the Developer shall draft the standard conveyance and only such standard conveyance shall be used. The Buyer shall be bound to take conveyance of the Said Flat And Appurtenances on or before the Date Of Possession, failing which exclusive physical possession of the Said Flat And Appurtenances shall not be delivered to the Buyer (although the Buyer shall become liable for Common Expenses/Maintenance Charges and Rates & Taxes from the Date Of Possession Notice) and in addition, all statutory taxes and penalties shall also be borne and paid by the Buyer.
- 9.9 **Facility Manager:** The Developer shall hand over management and upkeep of the Common Portions (excluding the Said Club) and the Specified Facilities to a professional 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 of the Said Block and the Other Clusters and the Specified Facilities (2) the Facility Manager shall levy and collect the Common Expenses/Maintenance Charges (3) the Buyer shall be bound to pay the Common Expenses/Maintenance Charges to the Facility Manager (4) the Facility Manager, being a professional commercial organization, will not be required to render any accounts to the Buyer and it shall be deemed that the Facility Manager is rendering the services to the Buyer for commercial considerations (5) the Facility Manager shall merely be the service provider for rendition of services with regard to the Common Portions and the Specified Facilities and no superior rights with regard to the Common Portions and the Specified Facilities shall vest in the Facility Manager and (6) the Facility Manager may be replaced by consent of 80% (eighty percent) or more of the Intending Buyers and the Other Owners.
10. **Said Club**
- 10.1 **For Intending Buyers and Other Owners:** The Developer has decided to provide several amenities and facilities in a social and recreational club within the Said Complex (**Said Club**), intended for use of Intending Buyers and Other Owners. It is clarified that the decision of the Developer as to what amenities and facilities shall be included in the Said Club shall be final and binding on the Buyer.

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- 10.2 **Membership Obligation of Buyer:** Membership of the Said Club being compulsory for Intending Buyers, the Buyer (which expression, in the context of the Said Club, means only 1 (one) person if the number of buyers under this Agreement is more than 1 (one), as be nominated *inter se* among the buyers) agrees to become a member of the Said Club, on the preliminary terms and conditions recorded in this Agreement. The Buyer understands and accepts that (1) detailed terms and conditions of membership and rules and regulations governing use of the Said Club and its facilities will be formulated in due course and circulated to members before the Said Club is made operational (2) all members (including the Buyer) will be required to abide by these terms and conditions and rules and regulations and (3) the acceptance by the Buyer of And Appurtenances in terms of this Agreement **provider however** the club scheme may be modified by consent of 80% (eighty percent) or more of the Intending Buyers and the Other Owners.
- 10.3 **Membership Scheme of Said Club:** The Buyer understands and accepts that (1) membership of the Said Club shall be open only to Intending Buyers and Other Owners (2) each Flat is entitled to 1 (one) membership, irrespective of the number of owners of such Flat (3) membership is open only to individuals (i.e. no corporate membership) and if the Buyer is a body corporate, it will be required to nominate 1 (one) occupier of the Said Flat, who, for all purposes, shall be treated as the member of the Said Club (4) the Said Club can be used by the member and his/her immediate family i.e. spouse and dependent children, subject to a maximum of 4 (four) dependents (5) members may, subject to the reservation of rights of admission and club rules, bring in guests on payment of guest fees (6) in the event of sale/transfer of the Said Flat, the membership will stand terminated and the transferee shall be granted a new membership at the then applicable terms and as per the rules and regulations of the Said Club then in force and (7) if an Intending Buyer lets out his/her Flat, he/she may request a temporary suspension of his/her usage right of the Said Club and permission for usage of the Said Club by the tenant under his/her membership; if such permission is granted, the tenant may use the Said Club only during the tenure of the tenancy subject to payment of all charges as would have been payable by the Intending Buyer.
- 10.4 **Facilities of Said Club:** Notwithstanding anything contained in the 3rd Schedule below, the Buyer understands and accepts that the Developer shall have the sole rights and discretions in planning the details and facilities of the Said Club and the same may also be varied at the sole discretion of the Developer.
- 10.5 **Commencement of Operation of Said Club:** The Developer reasonably expects that the Said Club shall be made operational after the entirety of the Said Complex is completed and made ready. The Buyer understands and accepts that the Completion Date of the Said Flat has no connection and correlation with the Said Club becoming operational and the Buyer shall not raise any claim or objection in this regard.
- 10.6 **Club Manager:** The Buyer understands and accepts that the Said Club may (at the sole discretion of the Developer and subject to availability) be managed and operated professionally through a club operation and management agency (**Club Manager**), to be initially engaged by the Developer.
- 10.7 **Membership Fee, Security Deposit and Monthly Subscription:** In addition to the Total Price, the Buyer understands and accepts that the Buyer have to pay a (1) membership fee for membership of the Said Club as the Total Price does not include the membership fee and the future transferees of the Buyer will also have to again pay the membership fee and (2) fixed monthly subscription for membership of the Said Club, irrespective of whether the Buyer resides at the Said Flat, which shall be determined at the time of opening of the Said Club, at the sole discretion of the Developer and this shall be in addition to the Common Expenses/Maintenance Charges.

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10.8 **User Charge:** The Buyer understands and accepts that (1) some facilities of the Said Club will be available for use free of charge by members while other facilities will be on a pay-by-use basis and (2) the rate, schedule etc. will be determined at the time of the opening of the Said Club, at the sole discretion of the Developer.

11. Covenants

11.1 **Buyer's Covenants:** The Buyer covenants with the Developer (which expression includes the Association and the Apex Body in all Sub-Clauses of Clause 11, wherever applicable) and admits and accepts that:

11.1.1 **Buyer Aware of and Satisfied with Common Portions and Specifications:** The Buyer, upon full satisfaction and with complete knowledge of the Common Portions, Specified Facilities, Specifications and all other ancillary matters, is entering into this Agreement. The Buyer has examined and is acquainted with the Said Complex and has agreed that the Buyer shall neither have nor shall claim any right over any portion of the Said Block and/or the Other Clusters of the Said Complex **save and except** the Said Flat And Appurtenances.

11.1.2 **Buyer to Mutate and Pay Rates & Taxes:** The Buyer shall (1) pay the Rates & Taxes (proportionately for the Said Block and/or the Said Complex and wholly for the Said Flat And Appurtenances, from the Date Of Possession Notice and until the Said Flat And Appurtenances is separately mutated and assessed in favour of the Buyer), on the basis of the bills to be raised by the Developer/the Facility Manager/the Association (upon formation)/the Apex Body (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/the Facility Manager or the Association (upon formation)/the Apex Body (upon formation).

11.1.3 **Buyer to Pay Common Expenses/Maintenance Charges:** Subject to the provisions of Clause 8.4.9 above, the Buyer shall pay the Common Expenses/Maintenance Charges, on the basis of the bills to be raised by the Developer/the Facility Manager/the Association (upon formation)/the Apex Body (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/the Facility Manager/the Association (upon formation)/the Apex Body (upon formation).

11.1.4 **Buyer to Pay Interest for Delay and/or Default:** The Buyer shall, without raising any objection in any manner whatsoever and without claiming any deduction or abatement whatsoever, pay all bills raised by the Developer/the Facility Manager/the Association (upon formation)/the Apex Body (upon formation), within 7 (seven) days of presentation thereof, failing which the Buyer shall pay interest @ 2% (two percent) per month or part thereof (compoundable monthly), for the period of delay, computed from the date the payment became due till the date of payment, to the Developer/the Facility Manager/the Association (upon formation)/the Apex Body (upon formation), as the case may be. The Buyer also admits and accepts that in the event such bills remain outstanding for more than 2 (two) months, all common services shall be discontinued to the Buyer and the Buyer shall be disallowed from using the Common Portions.

11.1.5 **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.


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- 11.1.6 **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 Block and/or make other constructions elsewhere on the Said Property/Said Block/Said Complex/Other Projects and the Buyer shall not obstruct or object to the same notwithstanding any inconveniences that may be suffered by the Buyer due to and arising out of the said construction/development activity. 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 and the Specified Facilities for movement of building materials and for other purposes and the Buyer shall not raise any objection in any manner whatsoever with regard thereto.
- 11.1.7 **No Rights of or Obstruction by Buyer:** All open areas in the Said Property 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 Developer shall have absolute right to sell, transfer and/or otherwise deal with and dispose off the same or any part thereof.
- 11.1.8 **Variable Nature of Land Share and Share In Common Portions:** The Buyer fully comprehends and accepts that (1) the Land Share, the Share In Common Portions and the share in the Said Club is a notional proportion that the Said Flat bears to the currently proposed area of the Said Block/Said Complex (2) if the area of the Said Block/Said Complex/Said Club is recomputed by the Developer or if the Developer integrates/adds (notionally or actually) Other Projects to the Said Property (which the Developer shall have full right to do and which right is hereby unconditionally accepted by the Buyer), then the Land Share, the Share In Common Portions and the share in the Said Club shall vary accordingly and proportionately and the Buyer shall not question any variation (including diminution) therein (3) the Buyer shall not demand any refund of the Total Price paid by the Buyer on the ground of or by reason of any variation of the Land Share, the Share In Common Portions and the share in the Said Club and (4) the Land Share, the Share In Common Portions and the share in the Said Club 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.
- 11.1.9 **Buyer to Participate in Formation of Association and Apex Body:** The Buyer admits and accepts that the Buyer, the Intending Buyers and the Other Owners shall form the Association and the Apex Body and the Buyer shall become a member thereof. The Buyer shall bear and pay the proportionate expenses of the Association and the Apex Body and shall 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. Notwithstanding formation of the Association and the Apex Body, the Facility Manager shall look after the maintenance of the Common Portions and the Specified Facilities. Each Flat owner will be entitled to cast a vote irrespective of his/her/its size of Flat. The Buyer further admits and accepts that the Buyer shall ensure and not object to the Association joining the Apex Body.
- 11.1.10 **Obligations of Buyer:** The Buyer shall:
- (a) **Co-operate in Management and Maintenance:** co-operate in the management and maintenance of the Said Block, the Said Complex and the Specified Facilities by the Developer/the Facility Manager/the Association (upon formation)/the Apex Body (upon formation).
 - (b) **Observing Rules:** observe the rules framed from time to time by the Developer/the Facility Manager/the Association (upon formation)/the Apex Body (upon formation) for the beneficial common enjoyment of the Said Block, the Said Complex and the Specified Facilities.

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- (c) **Paying Electricity Charges:** pay for electricity and other utilities consumed in or relating to the Said Flat And Appurtenances, the Common Portions and the Specified Facilities, from the Date Of Fit-Out Possession.
- (d) **Meter and Cabling:** be obliged to draw 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 Developer or to the Intending Buyers. The main electric meter shall be installed only at the common meter space in the Said Complex. 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, outside walls of the Said Block and the Said Property save in the manner indicated by the Developer/the Facility Manager/the Association (upon formation). The Developer shall endeavor to provide T.V. cable line or DTH connection with cabling but set top boxes shall have to be purchased by the Buyer.
- (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 or allow the Said Flat to be used as a religious establishment, hotel, hostel, boarding house, 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 Flat and the Said Block and (2) design and/or the colour scheme of the windows, grills and the main door of the Said Flat. In the event the Buyer makes any alterations/changes, the Buyer shall compensate the Developer /the Association (upon formation) (as the case may be) as estimated by the Developer /the Association (upon formation) for restoring it to its original state.
- (g) **No Structural Alteration and Prohibited Installations:** not alter, modify or in any manner change the structure or any civil construction in the Said Flat And Appurtenances or the Common Portions or the Said Block. The Buyer shall not install any dish-antenna on the balcony and/or windows of the Said Block and/or on any external part of the Said Block and/or the roof thereof. The Buyer shall not install grills on the railings of the balcony and/or outside the windows, in any form or manner. Grills may only be installed by the Buyer on the inner side of the doors and windows of the Said Flat. The Buyer shall further install such type of air-conditioners (window or split) and at such places, as be specified and prescribed by the Developer, it being clearly understood by the Buyer that no out-door units of split air-conditioners will be installed on the external walls of the Said Block and no window air-conditioners will be installed by cutting open any wall. If split air-conditioners are specified and prescribed to be installed, the Buyer shall install the out-door unit of the same either inside the Buyer's own balcony or on common ledge provided for the same, in which case the out-door unit will be installed only on such ledge and at no other place. The Buyer shall also not install any collapsible gate on the main door/entrance of the Said Flat. The Buyer accepts that the aforesaid covenants regarding grills, air-conditioners, collapsible gates etc. are for maintaining uniformity and aesthetic beauty of the Said Block/Said Complex, which is beneficial to all.

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- (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 names of the Said Block and the Said Complex from that mentioned in this Agreement.
- (j) **No Nuisance and Disturbance:** not use the Said Flat or the Common Portions or the Specified Facilities or the Said 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 Block 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 persons.
- (k) **No Storage:** not store or cause to be stored and not place or cause to be placed any goods, articles or things in the Common Portions and the Specified Facilities.
- (l) **No Obstruction to Developer/Facility Manager/Association/Apex Body:** not obstruct the Developer/the Facility Manager/the Association (upon formation)/the Apex Body (upon formation) in their acts relating to the Common Portions and the Specified Facilities and not obstruct the Developer in constructing on other portions of the Said Block and/or the Said Block and/or the Said Complex and selling or granting rights to any person on any part of the Said Block/the Said Complex (excepting the Said Flat and the Said Parking Space, if any).
- (m) **No Obstruction of Common Portions/Specified Facilities:** 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 Said Parking Space, if any.
- (n) **No Violating Rules:** not violate any of the rules and/or regulations laid down by the Developer/the Facility Manager/the Association (upon formation)/the Apex Body (upon formation) for the use of the Common Portions and the Specified Facilities.
- (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 and the Specified Facilities 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 Said Parking Space, if any, the Common Portions and the Specified Facilities.
- (q) **No Storing Hazardous Articles:** not keep or store any offensive, combustible, obnoxious, hazardous or dangerous articles in the Said Flat and the Said 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 and the Specified Facilities or outside walls of the Said Flat/Said Block/Said Complex 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 that are likely to damage the Floors or install and operate any machine or equipment save usual home appliances.

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- (t) **No Installing Generator:** not install or keep or run any generator in the Said Flat and the Said Parking Space, if any.
 - (u) **No Use of Machinery:** not install or operate any machinery or equipment except home appliances.
 - (v) **No Misuse of Water:** not misuse or permit to be misused the water supply to the Said Flat.
 - (w) **No Damage to Common Portions and Specified Facilities:** not damage the Common Portions and the Specified Facilities 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.
 - (x) **No Hanging Clothes:** not hang or cause to be hung clothes from the balconies of the Said Flat.
- 11.1.11 **Notification Regarding Letting/Transfer:** If the Buyer lets out or sells the Said Flat And Appurtenances, the Buyer shall immediately notify the Facility Manager/the Association (upon formation)/the Apex Body (upon formation) of the tenant's/buyer's address and telephone number.
- 11.1.12 **No Objection to Construction:** Notwithstanding anything contained in this Agreement, the Buyer has accepted the scheme of the Developer to construct/develop the Said Complex in phases and to construct on other portions of the Said Property and hence the Buyer has no objection to the continuance of construction in the other portions of the Said Block/the Said Property/the Said Complex, even after the Date Of Possession Notice. The Buyer shall not raise any objection to any inconvenience that may be suffered by the Buyer due to and arising out of the said construction/development activity.
- 11.1.13 **No Right in Other Areas:** Save and except the Easement Rights, the Buyer shall not have any right in the other portions of the Said Block/the Said Property/the Said Complex and the Buyer shall not raise any dispute or make any claim with regard to the Developer either constructing or not constructing on the said other portions of the Said Block/the Said Property/the Said Complex.
- 11.1.14 **Roof Rights:** A demarcated portion of the top roof of the Said Block shall remain common to all Intending Buyers 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 and the balance of the top roof of the Said Block shall belong to the Developer with right of exclusive transfer and the Buyer specifically agrees not to do any act which prevents or hinders such transfer. Notwithstanding the demarcation of the top roof of the Said Block as aforesaid, the Developer shall always have the right of further construction on the entirety of the top roof and the Buyer specifically agrees not to do any act which prevents or hinders such construction. After such construction, the roof above such construction shall again have a Common Roof for common use of all Intending Buyers of the Said Block.
- 11.2 **Owner's And Developer's Covenants:** The Owner and the Developer covenant with the Buyer and admit and accept that:
- 11.2.1 **Completion of Transfer:** The transfer of the Said Flat And Appurtenances shall be completed by the Owner and the Developer by executing conveyance in favour of the Buyer provided the Buyer pays all amounts required for the same.

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11.2.2 **No Creation of Encumbrance:** The Owner and the Developer 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.

11.2.3 **Documentation for Loan:** The Developer shall provide to the Buyer all available documents so that the Buyer may get loan from banks and financial institutions.

12. Termination and its Effect

12.1 **Cancellation by Buyer:** The Buyer shall have the right to cancel/terminate this Agreement at any time and if the Buyer does so, the Developer shall refund to the Buyer all payments received till that date, without any interest, after (1) deducting 20% (twenty percent) of the Total Price (2) deducting any interest or incidental expenses due and payable by the Buyer, and thereafter refund the balance amount (if any) after 365 days from the date of accepting such cancellation request. The taxes paid by Buyer, till the date of cancellation acceptance by the Sellers, will not be refunded.

12.2 **Breach of Buyer's Covenants:** In the event the Buyer (1) fails to make payment of any part or portion of the Total Price, Mandatory Costs and Deposits and other charges, or (2) neglects or fails to perform the Buyer's Covenants and/or the obligations on the part of the Buyer to be performed in terms of this Agreement, or (3) fails to make payment as per demand letter raised by Developer which is due for 90 (ninety) days from the date of last unpaid demand, in such circumstances, 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 20% (twenty percent) of the Total Price and deduction of any interest due for late payment or incidental expenses due and refund the balance amount (if any) after 365 days from the date of intimation of cancellation. The taxes paid by Buyer, if any, till the date of cancellation intimation by Sellers, will not be refunded. 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.

12.3 **Effect:** Upon termination of this Agreement due to any of the circumstances mentioned in Clauses 12.1 and 12.2 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 Block and/or the Said Complex and/or the Said Property or any 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.

13. Taxes

13.1 **Obligation Regarding Taxes:** In the event of the Owner and/or the Developer being made liable for payment of any tax (excepting Income Tax and Service Tax, if any, levied in regard to the Development Agreement) duty, levy or any other liability under any statute or law for the time being in force or enforced in future (such as Service Tax, 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 Owner and/or the Developer are advised by their consultant that the Owner and/or Developer

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are liable or shall be made liable for payment of any such tax, duty, levy or other liability on account of the Owner and/or Developer 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 Owner and/or the Developer 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 Owner's and/or Developer's consultant shall be paid by the Buyer at or before the Date Of Possession.

14. Defects

- 14.1 **Decision of Architect 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 and the decision of the Architect shall be final and binding on the Parties. If directed by the Architect, 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 Clauses 9.6.1 and 9.6.2 above shall apply and all consequences mentioned therein shall follow.

15. Association, Apex Body and Rules

- 15.1 **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 and the Apex Body from time to time.
- 15.2 **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 and the Apex Body.

16. Force Majeure

- 16.1 **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) non availability or reduced availability of building materials and strike by material suppliers, transporters, contractors, workers and employees (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**).
- 16.2 **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 of any event constituting Circumstances Of Force Majeure.

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17. **Miscellaneous**

- 17.1 **Indian Law:** This Agreement shall be subject to Indian Laws.
- 17.2 **One Transaction:** This Agreement relates to the transaction recorded and contemplated herein and no other transaction.
- 17.3 **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.
- 17.4 **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.
- 17.5 **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. Any outstanding regulatory compliances/permits shall be duly complied with and obtained by the concerned Party and all rights of such Party shall be subject to the same.
- 17.6 **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.
- 17.7 **Nomination by Buyer with Consent:** The Buyer admits and accepts that 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 on payment of 2% (two percent) of the Total Price, of the Said Flat and the Said Parking Space, as nomination charge to the Developer **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:
- 17.7.1 **Buyer to Make Due Payments:** The Buyer shall make payment of all dues of the Developer in terms of this Agreement, up to the time of nomination.
- 17.7.2 **Written Permission of Developer:** 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 Owner and the Developer.
- 17.7.3 **Additional Legal Fee:** The Buyer shall pay an additional legal fee of Rs.10,000/- (Rupees ten thousand) to the Legal Advisor towards the tripartite Nomination Agreement.
- 17.7.4 **No Nomination Charges for Parent, Spouse and Children:** **Subject to** the approval and acceptance of the Developer **and subject to** the above conditions, the Buyer shall be entitled to nominate, assign and/or transfer the Buyer's right, title, interest and

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obligations under this Agreement to parent, spouse and children without payment of the aforesaid nomination charge.

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

- 17.8 **Entire Agreement:** This Agreement constitutes the entire understanding between the Parties and supersedes the terms and conditions whatever agreed between the Parties prior to execution of this Agreement but does not supersede any document contemporaneously entered into between the Parties.
- 17.9 **Counterparts:** This Agreement is being executed simultaneously in counterparts 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.
- 17.10 **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.
- 17.11 **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.
- 17.12 **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.
- 17.13 **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.
18. **Notice**
- 18.1 **Mode of Service:** Notices under this Agreement shall be served by email or 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 email/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. The Developer shall give notices on behalf of the Owner.
19. **Dispute Resolution**
- 19.1 **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 (excepting disputes which are to be expressly referred to and resolved by the Architect) (collectively **Disputes**) shall be referred to the Arbitral Tribunal described in Clause 19.1.1 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:

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- 19.1.1 **Constitution of Arbitral Tribunal:** The Arbitral Tribunal shall consist of 1 (one) arbitrator, who shall be an Advocate, to be nominated by the Legal Advisor.
- 19.1.2 **Place:** The place of arbitration shall be Kolkata only.
- 19.1.3 **Language:** The language of arbitration shall be English.
- 19.1.4 **Binding Effect:** The Arbitral Tribunal shall have summary powers and be entitled to give interim awards/directions regarding the Disputes 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.
- 19.2 **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 Block/Said Property without first referring the matter to arbitration and till the Arbitral Tribunal has given its direction/award.
20. **Jurisdiction**
- 20.1 **District Judge 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.
21. **Rules of Interpretation**
- 21.1 **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 other genders.
- 21.2 **Headings:** The headings in this Agreement are inserted for convenience only and shall be ignored in construing the provisions of this Agreement.
- 21.3 **Schedules:** Schedules 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.
- 21.4 **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.
- 21.5 **Documents:** A reference to a document includes an amendment or supplement or replacement or novation of that document.
- 21.6 **Successors:** A reference to a Party includes that Party's successors and permitted assigns.
- 21.7 **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.

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**1st Schedule
Part I
(Said Property)**


Land measuring 1501 (one thousand five hundred and one) decimal, more or less, equivalent to about 45 (forty five) bigha, comprised in R.S./L.R. Dag Nos. 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 874, 875, 876, 877, 878, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 908, 909, 910, 911, 912, 917, 918, 919, 920, 923, 924, 925 and 926. L.R. Khatian No. 164/3, Mouza Bishnupur, J.L. No. 44, Police Station Rajarhat, Sub-Registration Office Rajarhat [formerly Bidhannagar (Salt Lake City)] within Rajarhat-Bishnupur 2 No. Gram Panchayat, District North 24 Parganas.

**1st Schedule
Part II
(Devolution of Title)**

1. By virtue of 70 (seventy) registered Deeds of Conveyance (collectively Said Deeds), the Owner purchased the Said Property from several persons, free from all encumbrances and for the consideration mentioned in the Said Deeds. The registration details of the Said Deeds are given below:

Sl. No.	Date	Registration Office	Book No.	Volume No.	Pages	Being No.	Year
1.	25.1.2000	A.D.S.R., Bidhannagar (Salt Lake City)	1	10	371-378	387	2000
2.	02.02.2000	A.D.S.R., Bidhannagar (Salt Lake City)	1	13	111-118	481	2000
3.	02.02.2000	A.D.S.R., Bidhannagar (Salt Lake City)	1	13	89-98	479	2000
4.	07.03.2000	A.D.S.R., Bidhannagar (Salt Lake City)	1	34	75-82	1341	2000
5.	07.03.2000	A.D.S.R., Bidhannagar (Salt Lake City)	1	34	99-106	1344	2000
6.	07.03.2000	A.D.S.R., Bidhannagar (Salt Lake City)	1	34	91-98	1343	2000
7.	07.03.2000	A.D.S.R., Bidhannagar (Salt Lake City)	1	34	83-90	1342	2000
8.	28.04.2000	A.D.S.R., Bidhannagar (Salt Lake City)	1	60	207-216	2377	2000
9.	29.06.2000	A.D.S.R., Bidhannagar (Salt Lake City)	1	100	325-332	4036	2000
10.	19.05.2000	A.D.S.R., Bidhannagar (Salt Lake City)	1	71	1-8	2802	2000
11.	26.05.2000	A.D.S.R., Bidhannagar (Salt Lake City)	1	70	389-396	2800	2000
12.	29.06.2000	A.D.S.R., Bidhannagar (Salt Lake City)	1	100	333-340	4037	2000
13.	28.07.2000	A.D.S.R., Bidhannagar (Salt Lake City)	1	106	351-360	4274	2000
14.	25.10.2000	A.D.S.R., Bidhannagar (Salt Lake City)	1	144	83-88	5723	2000
15.	21.05.2001	A.D.S.R., Bidhannagar (Salt Lake City)	1	270	90-102	05091	2001
16.	21.05.2001	A.D.S.R., Bidhannagar (Salt Lake City)	1	181	1-16	03428	2001
17.	18.07.2001	A.D.S.R., Bidhannagar (Salt Lake City)	1	267	125-136	05040	2001
18.	17.08.2001	A.D.S.R., Bidhannagar (Salt Lake City)	1	309	15-37	05812	2001
19.	21.04.2006	A.D.S.R., Bidhannagar (Salt Lake City)	1	467	218-249	7769	2006
20.	21.03.2001	A.D.S.R., Bidhannagar (Salt Lake City)	1	102	100-113	01921	2001
21.	29.03.2001	A.D.S.R., Bidhannagar (Salt Lake City)	1	126	160-178	2412	2001
22.	28.07.2000	A.D.S.R., Bidhannagar (Salt Lake City)	1	106	361-368	4275	2000
23.	20.12.2001	A.D.S.R., Bidhannagar (Salt Lake City)	1	69	212-249	01281	2002
24.	03.09.2002	A.D.S.R., Bidhannagar (Salt Lake City)	1	391	127-154	07060	2002
25.	27.08.2001	A.D.S.R., Bidhannagar (Salt Lake City)	1	319	274-300	06024	2001
26.	03.09.2001	A.D.S.R., Bidhannagar (Salt Lake City)	1	344	19-46	06477	2001
27.	09.01.2002	A.D.S.R., Bidhannagar (Salt Lake City)	1	94	77-93	01740	2002
28.	17.04.2000	A.D.S.R., Bidhannagar (Salt Lake City)	1	137	208-222	02606	2001
29.	21.08.2000	A.D.S.R., Bidhannagar (Salt Lake City)	1	116	305-312	4655	2000
30.	07.12.2000	A.D.S.R., Bidhannagar (Salt Lake City)	1	184	23-36	7368	2000
31.	30.04.2002	A.D.S.R., Bidhannagar (Salt Lake City)	1	300	45-78	05455	2002
32.	18.09.2002	A.D.S.R., Bidhannagar (Salt Lake City)	1	406	260-280	07323	2002
33.	24.09.2002	A.D.S.R., Bidhannagar (Salt Lake City)	1	416	225-245	07490	2002
34.	03.01.2001	A.D.S.R., Bidhannagar (Salt Lake City)	1	7	136-163	00137	2001
35.	12.01.2001	A.D.S.R., Bidhannagar (Salt Lake City)	1	21	175-196	00370	2001
36.	30.01.2001	A.D.S.R., Bidhannagar (Salt Lake City)	1	26	209-228	00471	2001

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37.	05.02.2001	A.D.S.R., Bidhannagar (Salt Lake City)	I	35	1-11	00640	2001
38.	22.02.2001	A.D.S.R., Bidhannagar (Salt Lake City)	I	66	183-199	01213	2001
39.	21.03.2001	A.D.S.R., Bidhannagar (Salt Lake City)	I	101	287-296	01914	2001
40.	26.03.2001	A.D.S.R., Bidhannagar (Salt Lake City)	I	113	105-125	02146	2001
41.	21.05.2001	A.D.S.R., Bidhannagar (Salt Lake City)	I	178	299-314	03387	2001
42.	11.02.2003	A.D.S.R., Bidhannagar (Salt Lake City)	I	219	235-258	03887	2003
43.	10.06.2005	A.D.S.R., Bidhannagar (Salt Lake City)	I	314	244-268	05144	2005
44.	14.09.2005	A.D.S.R., Bidhannagar (Salt Lake City)	I	373	1-39	6107	2005
45.	21.08.2001	A.D.S.R., Bidhannagar (Salt Lake City)	I	320	91-104	06030	2001
46.	25.06.2002	A.D.S.R., Bidhannagar (Salt Lake City)	I	300	1-23	05452	2002
47.	26.09.2002	A.D.S.R., Bidhannagar (Salt Lake City)	I	416	120-151	07486	2002
48.	14.07.2000	A.D.S.R., Bidhannagar (Salt Lake City)	I	100	317-324	4035	2000
49.	14.07.2000	A.D.S.R., Bidhannagar (Salt Lake City)	I	100	307-316	4034	2000
50.	09.05.2000	A.D.S.R., Bidhannagar (Salt Lake City)	I	65	95-102	2573	2000
51.	21.06.2000	A.D.S.R., Bidhannagar (Salt Lake City)	I	85	143-150	3407	2000
52.	19.05.2000	A.D.S.R., Bidhannagar (Salt Lake City)	I	70	365-372	2797	2000
53.	19.05.2000	A.D.S.R., Bidhannagar (Salt Lake City)	I	71	9-16	2803	2000
54.	25.06.1999	A.D.S.R., Bidhannagar (Salt Lake City)	I	64	373-378	2595	1999
55.	25.08.1999	A.D.S.R., Bidhannagar (Salt Lake City)	I	91	163-172	3658	1999
56.	25.08.1999	A.D.S.R., Bidhannagar (Salt Lake City)	I	91	153-162	3657	1999
57.	20.08.2001	A.D.S.R., Bidhannagar (Salt Lake City)	I	308	161-179	05802	2001
58.	25.06.1999	A.D.S.R., Bidhannagar (Salt Lake City)	I	64	373-378	2596	1999
59.	21.03.2001	A.D.S.R., Bidhannagar (Salt Lake City)	I	101	297-316	01915	2001
60.	01.09.1999	A.D.S.R., Bidhannagar (Salt Lake City)	I	92	281-288	3709	1999
61.	13.02.2013	A.D.S.R., Rajarhat, New Town	I	03	7368 to 7401	01907	2013
62.	19.02.2013	A.D.S.R., Rajarhat, New Town	I	03	14024 to 14054	02206	2013
63.	03.04.2013	A.D.S.R., Rajarhat, New Town	I	06	5449 to 5482	03961	2013
64.	12.04.2013	A.D.S.R., Rajarhat, New Town	I	06	115484 to 11612	04266	2013
65.	15.11.2000	A.D.S.R., Bidhannagar (Salt Lake City)	I	156	93-100	06213	2000
66.	17.04.2013	A.D.S.R., Rajarhat, New Town	I	CD-7	394-427	04463	2013
67.	27.05.2013	A.D.S.R., Rajarhat, New Town	I	CD-9	4138 to 4167	06193	2013
68.	04.07.2013	A.D.S.R., Rajarhat, New Town	I	CD-12	5145 to 5171	08194	2013
69.	28.05.2013	A.D.S.R., Rajarhat, New Town	I	CD-8	13751 to 13777	05884	2013
70.	25.07.2013	A.D.S.R., Rajarhat, New Town	I	CD-13	9782 to 9800	09090	2013

2. **Mutation:** The Owner has mutated its name in the records of Land Revenue Settlement vide L.R. *Khatian* No. 164/3 with regard to portion of the Said Property.
3. **Absolute Ownership of the Owner:** In the abovementioned circumstances, the Owner has become the sole and absolute owner of the Said Property, free from all encumbrances.

For MKHS Housing LLP


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2nd Schedule
Part I
(Said Flat)

Residential Flat No. 5-13/B, 13th Floor, super built-up area approximately 1027 (One Thousand Twenty Seven) square feet, in the Block No.5 (Five), in the proposed G+16 (ground plus sixteen) storied building comprised in the Said Complex named "*The RainForest*", the Said Block to be constructed on the Said Property described in the 1st Schedule above.

Part II
(Said Parking Space)

The right to park **01 (One)** medium sized car/s and/or (NA) two wheeler/s in the covered space in the Ground Floor of any block in the Said Complex and (NA) medium sized car/s and/or (NA) two wheeler/s in the ground level of the Said Property, 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 this 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 underneath the Said Block, comprising a part of the Said Property, as be attributable and appurtenant to the Said Flat, subject to the terms and conditions of this Agreement.

The Said Parking Space, being the car/two wheeler 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 be attributable and appurtenant to the Said Flat, subject to the terms and conditions of this Agreement.

Easement Rights over the Specified Facilities, being the facilities and amenities which may be provided by the Developer for common benefit and utilization of all or specified portions of the Said Block, Said Complex and Other Projects, subject to the terms and conditions of this Agreement.

For MKHS Housing LLP



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3rd Schedule
(Common Portions)

- Entrance Lobby at the ground level of the Said Block
- Lift machine room(s) and lift well(s) of the Said Block
- Water supply pipeline in the Said Block (save those inside any Flat)
- Wiring, fittings and accessories for lighting of lobbies, staircase(s) and other Common Portions of the Said Block
- Intercom Network in the Said Block
- Broadband connection in the Said Block, if any
- Lift(s) and allied machineries in the Said Block
- Common Roof
- CCTV
- Lobbies on all Floors and staircase(s) of the Said Block
- Water reservoirs/tanks of the Said Block
- Drainage and sewage pipeline in the Said Block (save those inside any Flat)
- Electricity meter(s) for common installations and space for their installation
- Network of Cable TV/DTH in the Said Block, if any
- Firefighting system in the Said Block
- External walls of the Said Block
- Stair Room

4th Schedule
(Amenities)

- Swimming pool
- Jogging track / Cycling track
- Multipurpose court
- Fully-equipped AC gymnasium with cardio studio
- Senior citizen park
- Meditation & Yoga prism court
- Reflexology pathway
- 2 level grand clubhouse and Indoor gaming arcade with cafe
- Community hall with party lawn
- Poolside cabanas for family sit-outs
- Amphitheater with cascading waterfall
- Mini golf course
- Treehouse park
- Children play area
- Gaming room and Karaoke lounge
- Children's library

For MKHS Housing LLP



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5th Schedule
(Specifications)

Structure

RCC frame structure.

Internal Walls

RCC/Brick wall over-laid with white cement putty.

Doors

Doors with tough timber frames and solid-core flush shutters.

Windows

Aluminum frames with fully glazed shutters and quality fittings.

Flooring

Vitrified tile Flooring in all Bedrooms, Living/Dining Room.

Kitchen

Floor-Ceramic tiles.

Counter Tops-Granite with steel sink.

Dados-Ceramic tiles up to a height of 2' (two) feet from the counter top.

Toilet

Floor-Ceramic tiles.

Dados-Ceramic tiles upto a height of 7' (seven) feet.

Sanitaryware

White, high quality porcelain fittings. Chromium-plated fittings.

Electricals

Superior Quality concealed copper wiring with latest modular switches.

Exterior

Latest weatherproof exterior finish of the highest quality.

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6th Schedule
(Common Expenses/Maintenance Charges)

1. **Common Utilities:** All charges, costs and deposits for supply, operation and maintenance of common utilities.
2. **Electricity:** All charges for the electricity consumed for the operation of the common lighting, machinery and equipment of the Said Block and the Said Complex and the road network, STP etc.
3. **Association:** Establishment and all other capital and operational expenses of the Association and the Apex Body.
4. **Litigation:** All litigation expenses incurred for the common purposes and relating to common use and enjoyment of the Common Portions and the Specified Facilities.
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 and the Specified Facilities (including the exterior or interior (but not inside any Flat) walls of the Said Block) and the road network, STP etc.
6. **Operational:** All expenses for running and operating all machinery, equipments and installations comprised in the Common Portions and the Specified Facilities, including elevators, 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 and the Specified Facilities and the road network.
7. **Rates and Taxes:** Municipal Tax, surcharge, Water Tax and other levies in respect of the Said Block and the Said Complex *save* those separately assessed on the Buyer.
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, liftmen, sweepers, plumbers, electricians, gardeners etc. including their perquisites, bonus and other emoluments and benefits.
9. **Fire Fighting:** Costs of operating and maintaining the fire-fighting equipments and personnel, if any.

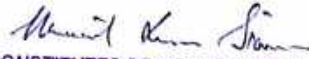
For MKHS Housing LLP



Authorised Signatory

22. Execution and Delivery

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


CONSTITUTED POWER OF ATTORNEY

(SMC India Limited)
[Owner]

For MKHS Housing LLP


Authorised Signatory

(MKHS HOUSING LLP)
[Developer]

[Buyer]

Witnesses:

Signature _____	Signature _____
Name _____	Name _____
Father's Name _____	Father's Name _____
Address _____	Address _____
_____	_____