



**BEFORE THE LEARNED STATE CONSUMER DISPUTES REDRESSAL
COMMISSION, WEST BENGAL
11A, MIRZA GHALIB STREET
KOLKATA- 700 087**

Consumer Complaint No. 559 /2019

IN THE MATTER OF:

**A complaint under Section 12 of
the Consumer Protection Act,
1986 and the Rules made there
under:**

-AND-

IN THE MATTER OF:

Vineet Singh & Another

....Petitioners

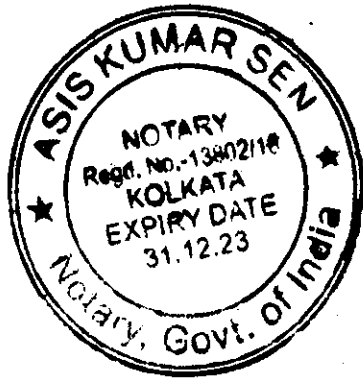
-Versus-

Sonartori Projects & Others

..... Opposite Parties

ADVOCATE ON RECORD:

**PRITHA BASU, ADVOCATE
313 H.B. BLOCK, SALLAKE
SECTOR - III,
KOLKATA-700106
MOB: 9051551314**



2

Vineet Singh
Dhakaraboddy
by
Briha Ban
Advocate

**BEFORE THE LEARNED STATE CONSUMER DISPUTES REDRESSAL
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LIST OF ENCLOSURES:

Sl. No.	Documents	Annexure	Pages
1.	Photostat copy of the Application Form for Purchase of Flat	A/1	
2.	Photostat copy of the Agreement 27.05.2016 with Allotment Letter	A/2	
3.	Photostat copy of the Money Receipt for the sum of Rs. 1,00,000/-	A/3	
4.	Photostat copy of the cheque for the sum of Rs. 34,13,919/- (Rupees Thirty Four Lakh Thirteen Thousand Nine Hundred Nineteen) only dated 28.05.2016	A/4	
5.	Photostat copy of the Money receipt issued by the Opposite Parties	A/5	

Bury



3

Vinod Singh
Deharwad
by
Bitha Debn
Advocate

6.	Photostat copy of the legal notice dated 12.02.2019 served through Advocate Chitra Bhanu Gupta	A/6	
7.	Photostat copy of the letter dated 25.02.2019 served on behalf of Mounthill Realty	A/7	
8.	Photostat copy of the legal notice dated 27.05.2019 served through Advocate Deblina Lahiri, together with postal slips and track report and returned envelope.	A/8	

Vineet Singh
 Debarabarty
 by
 Pritha Bora
 Advocate

STATE CONSUMER DISPUTES REDRESSAL COMMISSION, WEST BENGAL
 11A, MIRZA GHALIB STREET
 KOLKATA- 700 087

Consumer Complaint No. _____/2019



IN THE MATTER OF:

A complaint under Section 11 and 12 of the Consumer Protection Act 1986 and the Rules made there under:

-AND-

1. Shri Vineet Singh
 Son of Shri Indu Bhusan Singh,
 residing at C/o. Minati
 Chakraborty, 30/C Brahmpur
 Place, under Police Station:
 Banskroni, Kolkata - 700096.
2. Smt. Debaleena Chakraborty,
 Wife of Shri Vineet Singh,
 residing at C/o. Minati
 Chakraborty, 30/C Brahmpur
 Place, under Police Station:
 Banskroni, Kolkata - 700096.

.....Petitioners

-Versus-

Vincent Singh
Deharadooty
by
Bitho Bora
Advocate

1. Sonartori Projects,
186, Rajarhat Road,
Kolkata- 700 157

2. Mr. Anirban Ghosh,
Authorised Signatory,
Sonatori Projects,
DN 51, Merlin Infinite,
Suit No. 610, 6th Floor,
Sector-V, Kolkata- 700 091

3. Mr. Amitabh Roy,
Son of Sri Sunil Kumar Roy,
Constituted Attorney of Sellers,
DN 51, Merlin Infinite,
Suit No. 610, 6th Floor,
Sector-V, Kolkata- 700 091



4. Team Taurus,
1, Suit No. 610, 6th Floor,
DN 51, Merlin Infinite,
Suit No. 610, 6th Floor,
Sector-V, Kolkata- 700 091

.....Opposite Parties

To
The Hon'ble President and His
Companion Members of the
District Consumer Disputes
Redressal Forum



Vincent Singh
Deharabohly
by
Baitha Bansa
Advocate

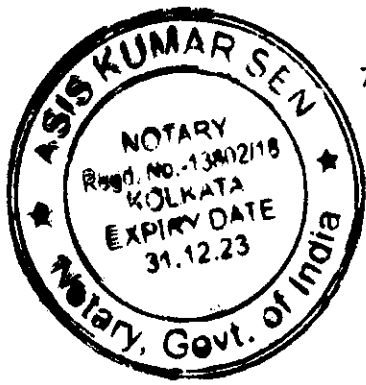
The Petitioners above-named most respectfully

SHEWETH:

1. That the Petitioners are Indian Nationals and law abiding Citizens and are residing at the address hereinabove mentioned in the cause title.

2. That in the year 2016, the Petitioners came to know regarding one project named Sonartori through web search and accordingly contacted the Opposite Party No. 1 to get information regarding the mentioned project, being interested in the project. One of the authorized employees then approached the complainant to book one 3 bedroom flat in the proposed "Patther Panchali" building and explained eye catching facilities and/or amenities of the complex. Accordingly, on 27th May, 2016, the Petitioners filled up one application form and entered into one Agreement dated 27th May, 2016, (hereinafter referred to as "the Agreement") with the Respondents for purchase of the residential flat being no. 411, on 4th Floor, block-C, in the proposed building "Patther Panchali", more specifically described in the schedule herein below, at a settled consideration money of Rs. 30,96,000/- (Rupees Thirty Lakh Ninety Six Thousand) only together with some amounts being payable towards service tax, club membership and registration expenses. Be it mentioned here that the Petitioners paid a sum of Rs. 1,00,000/- towards booking amount on the same day.

Photostat copies of the Application Form, Agreement with Allotment Letter both dated 27.05.2016 and the money receipt are annexed herewith and marked as Annexure - A/1, A/2 and A/3 respectively.



Vincent Singh
Dhakarabarty
by J
Lithabaran
Advocate

3. That in the express terms of the agreement, the Completion date of the project was February, 2018, which may have been extended only for a period of 6 (six) months and it was further agreed that on such completion, possession of the flat would be handed over to the Petitioners.

4. That as per the demands of the Respondents the Petitioners had paid another sum of Rs.34,13,919/- (Rupees Thirty Four Lakh Thirteen Thousand Nine Hundred Nineteen) only through cheque dated 28.05.2016, for which the Respondents issued a receipt on 04.06.2016, but only for Rs. 32,80,255/- (Rupees Thirty Two Lakh Eighty Thousand Two Fifty Five) only. It is pertinent to mention here that on the request of the Respondents the Petitioners paid much more than the consideration money for purchase of the flat, i.e. he has even gone ahead to pay the legal charges, maintenance deposit, transformer charges, service taxes, etc.

Photostat copy of the cheque for the sum of Rs. 34,13,919/- (Rupees Thirty Four Lakh Thirteen Thousand Nine Hundred Nineteen) only dated 28.05.2016 is annexed herewith and marked as Annexure-A/4 and Photostat copy of the Money receipt issued by the Opposite Parties is annexed herewith and marked as Annexure-A/5.

5. That at the time of entering into the Agreement and thereafter while taking the consideration money from the Petitioners, the Opposite Parties severally represented that the project would be delivered within the stipulated period of time along with making several other commitments in terms of the quality and finesse. However, when the Petitioners contacted the Opposite Parties for delivery of possession of the flat in February, 2018, it was notified to him



Vincent Singh
Dhakarababji
by
Anitha Bandy
Advocate

that the extension period of completion of the flat and its possession would be invoked and within a period of six months the said flat would be handed over to the Petitioners.

6. That in the August, 2018, the Petitioners, again with high hope of getting possession of the flat contacted the Opposite Parties and it was told that some more time would be required to deliver possession of the flat. However, sensing some wrong, when the Complaints suddenly visited the construction site in September, 2018, and they were shocked to see that the super-structure of Block-C wherein the Petitioners had booked the flat had not even started and that it was in a nascent stage of construction. Though, the Petitioners were extremely angry on such deliberate misrepresentation, but since they had invested a lot of money, hope and emotions into getting their home in the flat, they decided to provide some more time allowing the Opposite Parties to complete the development of the project and handing over possession of the flat.

7. That however, since thereafter the Petitioners repeatedly tried to communicate with the Opposite Parties. But on some pretext or the other their phone calls have been avoided repeatedly and their mails have remained un-replied. Repeatedly and deliberately, the Opposite Parties have chosen to avoid the Petitioners on the issue of handing over possession of the flat and/or on the completion of the project, when finding no other alternatives, the Petitioners through their Learned Advocate Chitra Bhanu Gupta, served one notice dated 12.02.2019, upon Opposite Parties Nos. 1 & 4 along with concerned officials of Mounthill Realty, demanding refund of the



Muneet Singh
Dehradun, Uttarakhand
by
Chitra Bhanu Gupta
Advocate

entire consideration money paid by the Petitioners together with interest and cost and compensation.

Photostat copy of the legal notice dated 12.02.2019 served through Advocate Chitra Bhanu Gupta, is annexed herewith and marked as Annexure-A/6.

8. That in spite of receipt of the notice, the Opposite Parties neither chose to pay the said sum to the Petitioners nor served any reply to the notice. However, a reply was received on behalf of Mounthill Realty that they have exited from the project "Pather Panchali" and as such they have no responsibility regarding the grievance of the Petitioners.

Photostat copy of the letter dated 25.02.2019 served on behalf of Mounthill Realty, is annexed herewith and marked as Annexure - A/7.

9. That there had been absolute misrepresentation and/or fraud practiced upon the Petitioners by luring them to pay such huge sums of money for purchase of the said flat as early as in the year 2016 and now the Opposite Parties are avoiding the Petitioners by all means by taking no initiative to reply to the demands/grievances raised by the Petitioners. Infact it is the genuine apprehension of the Petitioners that the flat sold to them under the pretext of providing them their 'dream home' was only a trap to appropriate money from the Petitioners which the Opposite Parties have divested in their other projects/interests/ventures and now not responding to the legal demands of the Petitioners.



Vincent Singh
Deharaboddy
by
Bitha Basu
Advocate

10. That the Petitioners have already cancelled the Agreement vide the notice dated 12.02.2019 served through their engaged Advocate and demanded refund of money for unfair trade practice adopted by the Opposite Parties.

11. That not receiving any reply to the previous letter sent on behalf of the Petitioners, the Petitioners once again through their engaged Advocate served one legal notice dated 27.05.2019 upon the Opposite Parties demanding the refund of the paid amount of Rs. 35,13,919/- (Rupees Thirty Five Lakh Thirteen Nine ninety) only together with interest cost and charges, but the Respondents chose not to reply to the legal notice. Be it submitted herein that the envelope addressed to the Opposite Party No. 3 has returned back to the sender with the remark 'D/L, I/S' meaning door locked/intimation served.

Photostat copies of the legal notice dated 27.05.2019 served through Advocate Deblina Lahiri, together with postal slips and track report together with the returned envelope, are annexed herewith and collectively marked as Annexure - A/8.

12. That the Petitioners waited for a reasonable period of time to settle the matter amicably but they have received no response from the Opposite Parties on a single occasion and considering the fact that they are undergoing tremendous mental pain and agony, the Petitioners have no option but to approach this Hon'ble Commission.

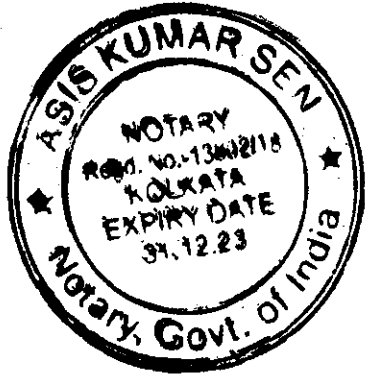


Vincent Singh
Dcharabodity
by
Bitha Baner
Advocate

13. That this petition is made before this Hon'ble Commission for the ends of justice so that the Petitioners are not deprived of their lawful claims for the deficient and unfair trade practice adopted by the Opposite Parties.
14. That the cause of action of this petition lastly arose when the Respondents failed to reply to the legal notice dated 27.05.2019 served through the Learned Advocate of the Petitioners and that the same is continuing till date as in-spite of taking such hefty sums from the Petitioners, the Opposite Parties have till date not taken any steps to refund the money along with interest applicable thereon to the Petitioners.
15. That this Hon'ble Commission has the pecuniary jurisdiction to try the instant complaint case as the total claim of the Complainant is for a sum of Rs. 56,13,919/- together with interest applicable thereon and this Hon'ble Commission has the territorial jurisdiction to try the instant complaint case.
16. That this petition is made bonafide and in the interest of justice.

In the facts and circumstances of the case the Petitioners pray for the following reliefs:

- a. Direction to the Opposite Parties, jointly and severally, to refund the consideration amount of Rs. 35,13,919/- (Rupees Thirty Five Lakh Thirteen Nine ninety) only paid by the



Vincent Singh
Deharado & Co
by
Bitha Sen
Advocate

Petitioners together with interest applicable thereon on and from the date of such payments;

- b. Damages for the harassment and mental agony caused to the Petitioners for not being able to get the possession of their dream home, be assessed at Rs. 20,00,000/- (Rupees Twenty Lakh) only;
- c. An order directing the Opposite Parties to pay costs of the present proceeding to be assessed at Rs. 1,00,000/- (Rupees one lakh);
- d. Further and other reliefs as the Petitioner is entitled to may kindly be awarded.

And the Petitioners as in duty bound shall ever pray.



Vincent Singh
Dehasrabohity
by
Jaijitha Baner
Advocate

SCHEDULE ABOVE REFERRED TO

Residential Flat No. 411, on 4th Floor, super built up area approximately 1290 (One thousand two hundred and ninety) square feet, in Block-C, forming part of the said block of the complex named Patther Panchali, to be constructed on a portion of the amalgamated land measuring 208 decimals in R.S. Dag No. 722 corresponding to L.R. Dag No. 942, 31 decimals of land in R.S. Dag No. 723 corresponding to L.R. Dag No. 944, and 62 decimals of land in R.S. Dag No. 719 corresponding to L.R. Dag No. 938, all in Mouza: Boral, J.L. No. 61, Police Station: Sonarpur, within Rajpur-Sonarpur Municipality, Sub-Registration Office Baruipur, District: South 24 Parganas.



Vineet Singh
Deharabad City
by
Anitha Bose
Advocate

AFFIDAVIT

I, Shri Vineet Singh, Son of Shri Indu Bhusan Singh, by faith Hindu, by profession: Service, aged about 46 years, residing at C 89/90/91 Brahmpur Road, Sunil Bani Apartments, Garia, Kolkata - 700096, do hereby solemnly affirm and declare as follows:

1. That I am the Petitioner No.1 and being well conversant with the facts of this case and being authorised by the Petitioner No.2, I am competent to swear this affidavit.
2. That the statements made in paragraphs 1 to 15 above are true to the best of my knowledge and belief and the rest are our humble submissions.

The statements made in this affidavit are true to the best of my knowledge and belief and I sign this affidavit on this day of July, 2019.

Vineet Singh

Deponent

Identified by me:

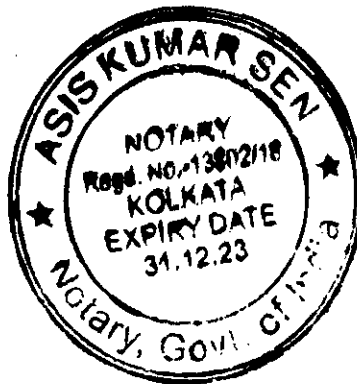
Anitha Bose

Advocate

Solemnly affirmed and declared
before me on Identification

Asis w. Sen
ASIS KUMAR SEN
City Civil Court
Kolkata
Reg. No.-13802/18

12 5 JUL 2019



**BEFORE THE LEARNED STATE CONSUMER DISPUTES REDRESSAL
COMMISSION, WEST BENGAL
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KOLKATA- 700 087**

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-Versus-

Sonartori Projects & Others

.... Opposite Parties

ADVOCATE ON RECORD:

**PRITHA BASU, ADVOCATE
313 H.B. BLOCK, SALT LAKE
SECTOR - III,
KOLKATA-700106
MOB: 9051551314**



APPLICATION FORM

Number:

Date:

Please fill in relevant portions of the APPLICATION FORM for Individual/Joint or Other Entity.

Strike out portions that are not applicable and deposit the APPLICATION FORM in any of the below mentioned addresses.

Site Address:

.....

For office use only

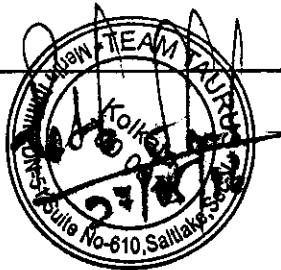
Unit no.

Name of Marketing Associate
(if any) with stamp

.....

Developer: Sonar Tori Projects

Office Address: Nirala Apartment, Gr. Floor, 186, Rajarhat Road, Kolkata - 700157.



Pather Panchali

Date: 27/5/2016

To,
Sonartori Projects,
186, Rajarhat Road, Kolkata - 700157.

Dear Sir,

I/We apply for allotment of an apartment admeasuring about 1290 sft on 1th floor, Block no. 2 at Pather Panchali. Please find the required details as below.

I. FIRST APPLICANT DETAILS



1. Mr./Dr./Ms/ Mrs. DEBALI CHAKRABORTY

2. S/W/D/ of VINAY SINGH

3. Guardian's Name (If Minor)

4. Nationality & Residence Status INDIAN 5. Date of Birth 19/10/1977

6. Anniversary Date 22ND NOV 7. Date of Birth of Spouse 07/12/1972

8. Occupation with Designation: Service Professional Business Retired Housewife.

Any Other(Please Specify).

Signature: Debal Chakraborty (1) (2)

Vinay Singh

9. MAILING ADDRESS WITH LANDMARK

D-112, RACHINA LAYANARA HANDE, PALLAD
NAGPUR - 440007

City NAGPUR Pin 440007 State MAHARASHTRA Country INDIA

10. PERMANENT ADDRESS of 1st applicant & Co- applicant (if any)

B-37, SATINDRA PALLI, GARIJA

City KOLKATA Pin 700054 State WB Country INDIA

11. OFFICE NAME & ADDRESS

.....

City Pin State Country

12. CONTACT NO. : Office Residence

Mobile 9028620014 E-Mail dehaerabe@gmail.com

PAN ALAPC 1981A Ward/Circle/Range (where assessed).....

Note: Docs required: Photocopy/Xerox of PAN & address proof



II. JOINT OR CO- APPLICANT DETAILS

1. Mr./Dr./Ms./Mrs. VINAY SINGH

2. S/W/D of INDI BHUPAN SINGH

3. Guardian's Name (If Minor)

4. Nationality & Residence Status INDIAN 5. Date of Birth 04/12/1970

Signature Dehaerabe S ty

Vinay Singh

Water Penchal

6. Occupation with Designation. Service Professional Business Retired Housewife.
Any Other (Please Specify).

• Only an individual who is a family member of the 1st applicant can be the 2nd applicant

7. PERMANENT ADDRESS of 1st applicant & Co- applicant (if any):

B-37 SGTINARA PALIT APNA

City KOLKATA Pin 700034 State WEST BENGAL Country INDIA

8. OFFICE NAME & ADDRESS:

RAVI NAGAR SQUARE

City NALPUR Pin 440033 State MAHARASHTRA Country INDIA

9. CONTACT NO. Office 9375213923 Residence

Mobile 9375213923 E-Mail anand15@gmail.com

PAN BAHPS0952 Ward/Circle/Range (where assessed)

III. NOMINEE / NOMINEE (S)

1. Name TANVI CINCH 2. Relationship DAUGHTER

3. Address D-112, RAJNAGAR APARTMENT, RAJNAGAR, NALPUR

4. Name & Address of the Guardian in case of minor:

D-112, RAJNAGAR APARTMENT, RAJNAGAR, NALPUR



DECLARATION BY NOMINEE / NOMINEE (S)

That I/ We accept and agree to abide by the terms and conditions which are applicable to the Allottee/ (s).

Signature of the Nominee 1

Signature of the Nominee 2

Signature: Dehakarabety

Signature: Anand Singh



6. Occupation with Designation: Service Professional Business Retired Housewife.
Any Other (Please Specify).

* Only an individual who is a family member of the 1st applicant can be the 2nd applicant

7. PERMANENT ADDRESS of 1st applicant & Co- applicant (if any),
INDIA PALLI, GARIA
City INDIA Pin State I.R. Country INDIA

8. OFFICE NAME & ADDRESS:
PINK BRIDGE MEDIA
POW NAGAR SQUARE
City NAGPUR Pin 440033 State MAHARASHTRA Country INDIA

9. CONTACT NO. Office Residence
Mobile E-Mail
PAN Ward/Circle/Range (where assessed).....

III. NOMINEE / NOMINEE (S)

1. Name MEHAR SINGH 2. Relationship DAUGHTER
3. Address PINK BRIDGE STANDARD, MAHARIPAHAD, NAGPUR
4. Name & Address of the Guardian in case of minor
PINK BRIDGE STANDARD MAHARIPAHAD, NAGPUR



DECLARATION BY NOMINEE / NOMINEE (S)

That I / We accept and agree to abide by the terms and conditions which are applicable to the Allottee/ (s).

Signature of the Nominee 1

Signature of the Nominee 2

Signature of the Nominee 1

Signature of the Nominee 2

Deharabodhi

Vinay Singh



IV. OTHER ENTITY

- 1. Name of the organization
- 2. Status : Proprietorship Firm HUF Company Partnership Firm Others
- 3. Date and Place of Creation/incorporation
- 4. Registered / Head Office Address
- 5. City State Country Pin/Zip
- 6. Name of authorized signatory with designation
- 7. Phone Mobile Fax
- 8. E Mail PAN /GIR No

Note. Docs required. Photocopy of Board Resolution of the Company, Articles of Association, Memorandum of Association, copy of Pan Card of the Company. Form32 partnership deed.

IV. **ADDITIONAL INFORMATION (Person of Indian Origin or Non Resident Indian)**

- 1. Details of Sole /First Applicant Joint Applicant
- 2. Nationality Native Place in India
- 3. Passport (Please strike the inappropriate one): Indian / Foreign
- 4. Place & Date of issue
- 5. Contact person & Address in India
- 6. Address of correspondence with contact details including E mail :
- 7. NRO Account No. with name of bank & branch
- 8. NRE Account No. with name of bank & branch
- 9. FCNR Account No. with name of bank & branch

Note. Does Required. Photocopy of Passport

Signature: *Dehkarabhaty* *Vinod Singh*

V. APARTMENT PREFERENCE

Water & Panchai

- 1. Block No. C Floor No. 2nd Flat No. 11
- 2. Apartment Type. 2 BHK / 3BHK Super built up area 1590 sq ft
- 3. Car Park / Garage Preference. Open . Covered.

VI. Details of Sale price.

- 1. Base rate. 2520/- per sq ft. 2. Car Parking -
- 3. Service Tax @ 3.625%
- 4. Total Apartment Cost (A + B + C). 3250800/-
- 5. Total Consideration (D + E). 3250800 + 117842 = 3368642/-

VII. ADDITIONAL CHARGES/EXTRA SCHEDULE CHARGE DETAILS.

- 1. Interest free Maintenance Deposit. @ per sqft
- 2. Municipal Tax Deposit (If any) @ per sqft
- 3. Reimbursement for Transformer/ Other Electricity Charges Rs. 51600/- @ 40 per sq ft
- 4. Reimbursement for generator back up charges Rs. 35000/- @ per sqft
- 5. Legal Fees @ per sft. 20000/- (service tax as applicable)
- 6. Association Formation/ maintenance fees for 6 months 23220/- per unit.
- 7. Club membership fees. - NIL - (service tax as applicable)
- 8. Total Additional /Extra Charges with / without Service Tax.

VIII. PAYMENT DETAILS

- 1. Payment Plan : Down payment Installment

Shankar Singh - *Vinod Singh*



Yather Penchal

2. Discount percentage (if any):- on apartment cost + Car parking space cost
(applicable only in case of down payment & at the sole discretion of the developer).

3. I/ we enclose herewith Application Money *Rs. 1,00,000/-* (Rupees.....) vide Cheque/DD/PO No. *223094* Dated *27/08/2016* Drawn
On Branch in favour of "SONAR TORI
PROJECTS. A/C no. 911020005695134 - payable at Kolkata.

I/We the applicants hereby declare that the above particulars given by me/us for the allotment of the
apartment to 'Sonartori Projects' are true & correct & nothing has been concealed or suppressed/ I/We hereby
confirm & undertake that I/We have read & understood the Terms & Conditions as contained herein which has
been duly signed by me/us and further undertake to abide by the same.

Dehankabe S ty

Signature of Sole / First Applicant

Vinod Singh

Signature of Joint Applicant

Date: *27/08/2016*

Place: *KOLKATA*

Developers



INDICATIVE TERMS & CONDITIONS FORMING A PART OF APPLICATION

1. The applicant(s) is/are eligible to select apartment subject to availability at the time of submitting the duly completed application.
 2. The allotment will be done at the sole discretion of Sonartori Projects, the Developer of the particular Project.
 3. The applicant(s) is/are fully aware of the rights & interest of the builder in the project and its limitations and obligations.
 4. The applicant has inspected & satisfied with the site, tentative drawings and design, its tentative location plan, marketability of the title to the land over which the above Complex is proposed to be built & thus signed and submitted this application to Sonartori Projects for booking the Apartment.
 5. In case of Applicant(s) being a NRI/PIO, his/her/their application should be made in conformity with the regulations of immovable property by such person and it shall be his/her/their responsibility to ascertain and fulfil all regulatory requirements including those governing foreign exchange transactions as per RBI guidelines and subject to the statutory rules of the Union of India.
 6. It shall be incumbent on the applicant(s) to comply with the term of payment in respect to the basic price and additional payment as per the payment schedule being Annexure "A".
 7. The booking shall be confirmed subject to execution of Apartment Buyers Agreement / Sale Deed in Standard Format etc. of the builder.
- 8. Security , Refund & Cancellation, Transfer.**
- I. This Application being a request form for allotment of apartment does not create any legal relation between the parties and shall not prevent Sonartori Projects from not accepting the application.
 - II. The Applicant shall not raise any objection in the event the subject Apartment is allotted by Sonartori Projects to the Applicant as a nominee of any previous allottee in respect of the subject apartment.
 - III. The applicant has agreed that in the event of non-acceptance of the application by the company, the amount will be refunded without any liability towards costs/ damage/ interest etc.
 - IV. In the event the applicant does not execute the agreement within 30 days of application, then Sonartori Projects will be entitled to deduct a sum equivalent to Rs. 50000/- (Rs. Fifty Thousand only) & applicable service tax of the application money and the applicant hereby consents to the same.
 - V. Unless an agreement is executed in writing pursuant hereto, the applicant agrees not to treat the transaction as an oral contract.
 - VI. In case the Applicant(s) decides to cancel the allotment after the agreement is signed, forfeiture shall be processing fees of 10% of the Total Consideration along with interest of 18% per annum on the amount payable if any. The balance amount to be refunded within 4 months from the date of cancellation by the purchaser.
 - VII. In the event of any instalment unpaid from the due date up to 15 days, the developer shall be liable to charge interest @18% per annum on the due amount payable for up to 45 days from the due date; failing which it will cause automatic cancellation of the allotment following the cancellation rule.

Signature: /

Pranav Panchal

- VIII. No transfer /resale of the apartment / unit will be allowed prior to completion of one year from the date of agreement. Transfer fee of Rs.40 - per sft. shall be payable to Sonartori Projects by the Transferor.
9. The Applicant(s) agree to abide by the terms and conditions as laid down by the Developer towards allotment of the aforesaid flat/unit and agree to sign the purchase agreement on the Developer's standard format within 30 days from the date of booking.
 10. The Applicant(s) shall be liable to pay prorated share of any Value Added Tax, General Service Tax or any other statutory taxes, duties, charges, cess, levies or any other fresh incidents of tax as may be levied by the Government as may be found applicable.
 11. Any change in payment plan after execution of agreement for sale will attract service charge of Rs. 3000/- (Rs. Three thousand only).
 12. The purchasers as per WBSEDCL rules and regulations will have to pay for installation of individual electric meter in their respective unit & the proportionate share of the deposits payable to WBSEDCL for the electricity required for common utilities of the building and complex.
 13. The purchasers will be liable to pay Charges for stamp duty, registration charges & incidentals for registration of the transfer documents as may be determined and advised by the Advocates to be determined by the Developer before taking over the possession.
 14. The purchasers will be liable to pay Proportionate costs & fees in relation to formation of Association/ Co-Operative Society/ Private Limited Company for the maintenance of the building/complex.
 15. Any requests for modification in the internal layouts of the apartments and external facades will not be entertained.
 16. The specifications, amenities as given in the brochure are indicative only and are liable to be changed / amended by the builder under exigency.
 17. The developer expects to deliver possession within 36 months from the date of agreement, failing which the builder will be liable to pay compensation of Rs.4/-per sft per month till possession. However the delay in possession & will strictly be subject to force majeure.
 18. Any disputes relating to / arising out of this application are subject to the exclusive jurisdiction of the Courts in Kolkata.

I/We have fully read & understood the above Terms & Condition & agree to abide by the same. I/We understood that the Terms & Condition given above are indicative with a view to acquaint me/us with the Terms & Condition as are comprehensively set out in the agreement for sale which shall supersede the Terms & Condition set out in this application or any other communication.

Dehakarab Kalyan
Signature of the 1st applicant

Vinod Singh
Signature of the 2nd applicant

Developers

Team Taurus
Born To Build



MOUNTHILL
Delivering Tomorrow...Today

Ref No:- AL/PP/C/411/01

Date :-27.05.2016

MR.VINEET SINGH
MR. DEBALEENA CHAKRABORTY
B337, Satindra Palli,
Garia,
Kolkata-700084
Phone Nos.- 9068620614.

Customer ID No:-	STP/PP/C/411/119/16-17
------------------	------------------------

Dear Madam/Sir,

Sub :- Allotment of Flat No.- 411, on 4th Floor in Block - C in Project "PATHER PPANCHALI".

In response to your application dated – 27.05.2016, we are pleased to provisionally allot you Flat No.- 411, in Block –C, on 4th Floor in "PATHER PPANCHALI", Boral, Paschim Nischindipur, Kolkata – 700154.

We confirm and acknowledge that you have already paid an amount of ₹ 1,00,000- (Rupees One Lakh only) vide Cheque No- 325054, dated – 27.05.2016 against your provisional allotment of said Flat. On your written request for payment of Consideration amount of the said Flat we have considered and pleased to inform you that we have agreed to allow the balance payment of the full consideration in stated installments as per installment payment plan as mentioned hereunder.

Please note that the payment of balance Consideration in installments are and shall be binding on you till such time the amounts are fully paid by you.

Please find the details of Apartment provisionally allotted to you and the Total cost payable by you & installment Payment plan as mentioned below in Tables 1 & 2:

Flat Type	3 BHK
Flat No.-	411 on 4 th Floor in Block – C
Total Area of the Flat	1290 Sq Ft

Table 1 Total Cost of the Apartment in Rupees is as stated below :

Basic Flat Cost @ ₹ 2,400/- per sqft	₹ 30,96,000/-
Car Parking Cost	N.A.
Total Consideration	₹ 30,96,000/-
Service tax on total consideration	₹ 1,38,445/-
Other Charges	
Club Membership charges	₹ N.A
Transformer Charges @ ₹ 40/- per sqft	₹ 51,600/-
Generator Charges	₹ 35,000/-
Maintenance Deposit	₹ 23,220/-
Legal Fees	₹ 20,000/-
Service Tax on Other Charges	₹ 15,990/-
Total Cost	₹ 33,80,255/-

Table 2 Schedule of Payments in Rupees in agreed installments*All figures in Rupees*

1. On Booking	Token amount	₹1,00,000/-
2. On Agreement	100% Of Consideration Less Token Amount	₹29,96,000/-
	Service Tax	₹ 1,38,445/-
	Legal Fees	₹ 20,000/-
	Generator Charges	₹ 35,000/-
	Maintenance Deposit	₹ 23,220/-
	Transformer Charges	₹ 51,600/-
	Service tax on Other Charges	₹ 15,990/-

The payment as mentioned in Point no.- 2 of Table 2 shall be paid within **10 (Ten) days** from the date of issue of this Letter of Allotment failing which this Provisional Allotment Letter shall be liable for cancellation and 90% of the Token amount paid by you shall be refunded after 120 days of intimation of cancellation without any further entitlement of the provisional allotment and no claim shall be entertained from you in this regards For payments as mentioned in Point no.- 3 of Table 2 onwards till full payment of the Total Cost as per Table 1 above we shall, from time to time, send demand notice for payments as per Table 2 and the same shall be paid by you as per the terms and conditions agreed upon. Please note that delay in payment beyond the stipulated date shall attract an interest of 18% p.a. Your timely disbursement of payment is therefore solicited.

Please send your remittance by pay order / Demand Draft / Cheque in favour of **Sonartori Projects** payable at Kolkata.

Please quote your Customer ID as stated in this letter as a reference in future payments and correspondence with the Company. This letter is being sent to you in duplicate and please sign the confirmation clause written below as a token of your acceptance of the contents and return to us. Please retain one copy with you.

For any future correspondence, you please may use the following contact points :
Call @ + 91 8420197740. E-mail @ anirban@teamtaurus.co.in

Assuring you of our best services at all times.

Thanking you.
Yours Sincerely,

For Sonartori Projects
For SONARTORI PROJECTS

Anirban
Authorised Signatory

Confirmation Clause:

We confirm and accept what is stated above and undertake to pay the amount as stated above in Table 1 and Table 2

Name

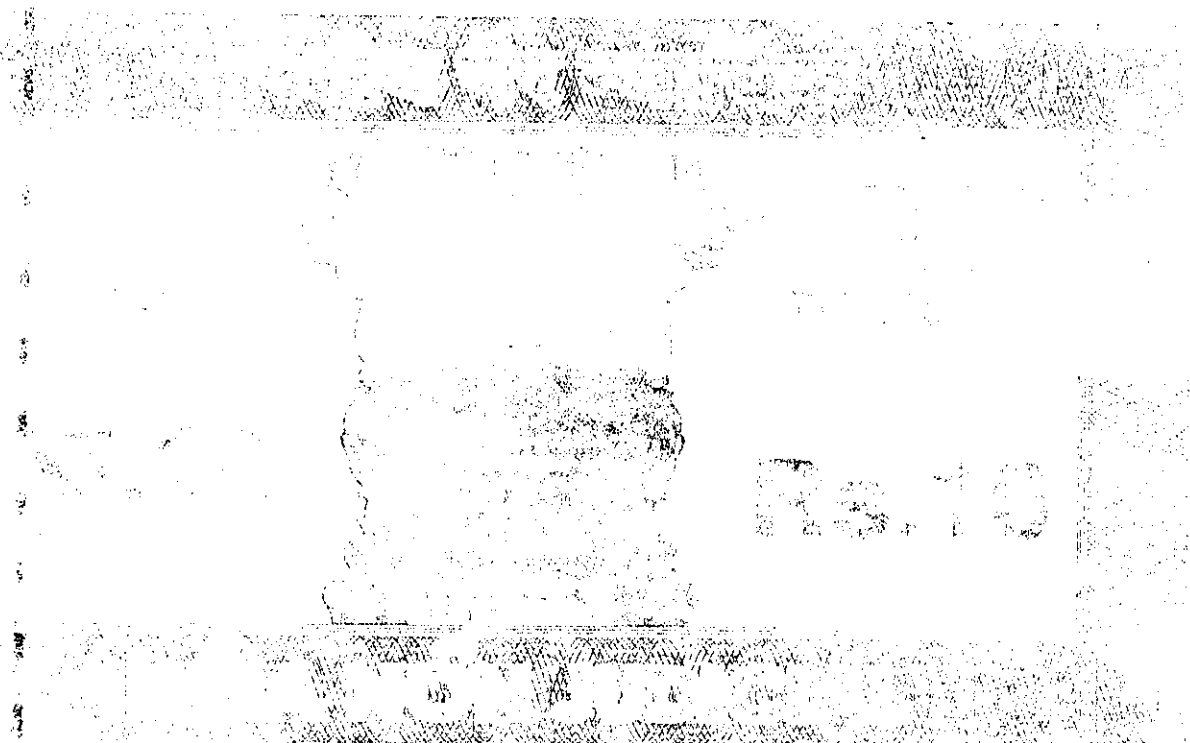
Name

.....
(Signature of the First Allottee)

.....
(Signature of the 2nd Allottee)

Place:

Date:



974A 834606

Vinay Singh
Dehrawasti

AGREEMENT

1. Date: 27.05.2016

2. Place: Kolkata

Amit Kumar

3. Parties

3.1.1 Acyumen Vinimay Private Limited, a company incorporated under the Companies Act, 1956, having its registered office at Unnayan Commercial Center, 1st Floor, 1050/1, Survey Park, Kolkata - 700 075, Police Station - Jadavpur East;

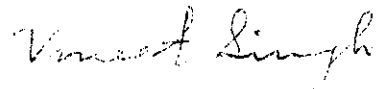
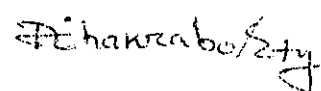
3.1.2 Olay Tracom Private Limited, a company incorporated under the Companies Act, 1956, having its registered office at Unnayan Commercial Center, 1st Floor, 1050/1, Survey Park, Kolkata - 700 075, Police Station - Jadavpur East;

3.1.3 Raghav Dealmark Private Limited, a company incorporated under the Companies Act, 1956, having its registered office at Unnayan Commercial Center, 1st Floor, 1050/1, Survey Park, Kolkata - 700 075, Police Station - Jadavpur East;

- 3.1.4 **Rapid Tracom Private Limited**, a company incorporated under the Companies Act, 1956, having its registered office at Unnayan Commercial Center, 1st Floor, 1050/1, Survey Park, Kolkata - 700 075, Police Station - Jadavpur East;
- 3.1.5 **Revolution Vinimay Private Limited**, a company incorporated under the Companies Act, 1956, having its registered office at Unnayan Commercial Center, 1st Floor, 1050/1, Survey Park, Kolkata - 700 075, Police Station - Jadavpur East;
- 3.1.6 **Risewell Dealmark Private Limited**, a company incorporated under the Companies Act, 1956, having its registered office at Unnayan Commercial Center, 1st Floor, 1050/1, Survey Park, Kolkata - 700 075, Police Station - Jadavpur East;
- 3.1.7 **Risewell Tracom Private Limited**, a company incorporated under the Companies Act, 1956, having its registered office at Unnayan Commercial Center, 1st Floor, 1050/1, Survey Park, Kolkata - 700 075, Police Station - Jadavpur East;
- 3.1.8 **Rising Tie-Up Private Limited**, a company incorporated under the Companies Act, 1956, having its registered office at Unnayan Commercial Center, 1st Floor, 1050/1, Survey Park, Kolkata - 700 075, Police Station - Jadavpur East;
- 3.1.9 **Revolution Tie-Up Private Limited**, a company incorporated under the Companies Act, 1956, having its registered office at Unnayan Commercial Center, 1st Floor, 1050/1, Survey Park, Kolkata - 700 075, Police Station - Jadavpur East;
- 3.1.10 **Raghav Tracom Private Limited**, a company incorporated under the Companies Act, 1956, having its registered office at Unnayan Commercial Center, 1st Floor, 1050/1, Survey Park, Kolkata - 700 075, Police Station - Jadavpur East;
- 3.1.11 **Rapid Barter Private Limited**, a company incorporated under the Companies Act, 1956, having its registered office at Unnayan Commercial Center, 1st Floor, 1050/1, Survey Park, Kolkata - 700 075, Police Station - Jadavpur East;
- 3.1.12 **Refresh Vinimay Private Limited**, a company incorporated under the Companies Act, 1956, having its registered office at Unnayan Commercial Center, 1st Floor, 1050/1, Survey Park, Kolkata - 700 075, Police Station - Jadavpur East;
- 3.1.13 **Revolution Dealtrade Private Limited**, a company incorporated under the Companies Act, 1956, having its registered office at Unnayan Commercial Center, 1st Floor, 1050/1, Survey Park, Kolkata - 700 075, Police Station - Jadavpur East;
- 3.1.14 **Relay Barter Private Limited**, a company incorporated under the Companies Act, 1956, having its registered office at Unnayan Commercial Center, 1st Floor, 1050/1, Survey Park, Kolkata - 700 075, Police Station - Jadavpur East;
- 3.1.15 **Relay Tie-Up Private Limited**, a company incorporated under the Companies Act, 1956, having its registered office at Unnayan Commercial Center, 1st Floor, 1050/1, Survey Park, Kolkata - 700 075, Police Station - Jadavpur East;
- 3.1.16 **Plazma Barter Private Limited**, a company incorporated under the Companies Act, 1956, having its registered office at Unnayan Commercial Center, 1st Floor, 1050/1, Survey Park, Kolkata - 700 075, Police Station - Jadavpur East;
- 3.1.17 **Rapid Commosales Private Limited**, a company incorporated under the Companies Act, 1956, having its registered office at Unnayan Commercial Center, 1st Floor, 1050/1, Survey Park, Kolkata - 700 075, Police Station - Jadavpur East;
- 3.1.18 **Rapid Dealmark Private Limited**, a company incorporated under the Companies Act, 1956, having its registered office at Unnayan Commercial Center, 1st Floor, 1050/1, Survey Park, Kolkata - 700 075, Police Station - Jadavpur East;

For SONARTOR PROJECTS


Anirban
Authorized Signatory


Vinod Singh

P. Hanraha

- 3.1.19 **Rapid Vinimay Private Limited**, a company incorporated under the Companies Act, 1956, having its registered office at Unnayan Commercial Center, 1st Floor, 1050/1, Survey Park, Kolkata - 700 075, Police Station - Jadavpur East;
- 3.1.20 **Refresh Tracom Private Limited**, a company incorporated under the Companies Act, 1956, having its registered office at Unnayan Commercial Center, 1st Floor, 1050/1, Survey Park, Kolkata - 700 075, Police Station - Jadavpur East;
- 3.1.21 **Refresh Vintrade Private Limited**, a company incorporated under the Companies Act, 1956, having its registered office at Unnayan Commercial Center, 1st Floor, 1050/1, Survey Park, Kolkata - 700 075, Police Station - Jadavpur East;
- 3.1.22 **Review Barter Private Limited**, a company incorporated under the Companies Act, 1956, having its registered office at Unnayan Commercial Center, 1st Floor, 1050/1, Survey Park, Kolkata - 700 075, Police Station - Jadavpur East;
- 3.1.23 **Review Dealtrade Private Limited**, a company incorporated under the Companies Act, 1956, having its registered office at Unnayan Commercial Center, 1st Floor, 1050/1, Survey Park, Kolkata - 700 075, Police Station - Jadavpur East;
- 3.1.24 **Review Tie-Up Private Limited**, a company incorporated under the Companies Act, 1956, having its registered office at Unnayan Commercial Center, 1st Floor, 1050/1, Survey Park, Kolkata - 700 075, Police Station - Jadavpur East;
- 3.1.25 **Review Tracom Private Limited**, a company incorporated under the Companies Act, 1956, having its registered office at Unnayan Commercial Center, 1st Floor, 1050/1, Survey Park, Kolkata - 700 075, Police Station - Jadavpur East;
- 3.1.26 **Review Vinimay Private Limited**, a company incorporated under the Companies Act, 1956, having its registered office at Unnayan Commercial Center, 1st Floor, 1050/1, Survey Park, Kolkata - 700 075, Police Station - Jadavpur East;
- 3.1.27 **Revolution Barter Private Limited**, a company incorporated under the Companies Act, 1956, having its registered office at Unnayan Commercial Center, 1st Floor, 1050/1, Survey Park, Kolkata - 700 075, Police Station - Jadavpur East;
- 3.1.28 **Relay Vinimay Private Limited**, a company incorporated under the Companies Act, 1956, having its registered office at Unnayan Commercial Center, 1st Floor, 1050/1, Survey Park, Kolkata - 700 075, Police Station - Jadavpur East;
- 3.1.29 **Resume Barter Private Limited**, a company incorporated under the Companies Act, 1956, having its registered office at Unnayan Commercial Center, 1st Floor, 1050/1, Survey Park, Kolkata - 700 075, Police Station - Jadavpur East;
- 3.1.30 **Resume Commosales Private Limited**, a company incorporated under the Companies Act, 1956, having its registered office at Unnayan Commercial Center, 1st Floor, 1050/1, Survey Park, Kolkata - 700 075, Police Station - Jadavpur East;
- 3.1.31 **Resume Tracom Private Limited**, a company incorporated under the Companies Act, 1956, having its registered office at Unnayan Commercial Center, 1st Floor, 1050/1, Survey Park, Kolkata - 700 075, Police Station - Jadavpur East;
- 3.1.32 **Resume Vinimay Private Limited**, a company incorporated under the Companies Act, 1956, having its registered office at Unnayan Commercial Center, 1st Floor, 1050/1, Survey Park, Kolkata - 700 075, Police Station - Jadavpur East;
- 3.1.33 **Reverse Barter Private Limited**, a company incorporated under the Companies Act, 1956, having its registered office at Unnayan Commercial Center, 1st Floor, 1050/1, Survey Park, Kolkata - 700 075, Police Station - Jadavpur East;

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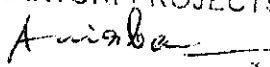
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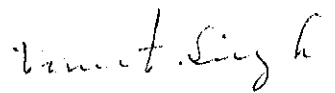
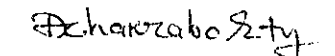
Secretary

Vincent Singh
Dehakerabohaty

- 3.1.34 **Reverse Commosales Private Limited**, a company incorporated under the Companies Act, 1956, having its registered office at Unnayan Commercial Center, 1st Floor, 1050/1, Survey Park, Kolkata - 700 075, Police Station - Jadavpur East;
- 3.1.35 **Reverse Dealmark Private Limited**, a company incorporated under the Companies Act, 1956, having its registered office at Unnayan Commercial Center, 1st Floor, 1050/1, Survey Park, Kolkata - 700 075, Police Station - Jadavpur East;
- 3.1.36 **Reverse Tie-Up Private Limited**, a company incorporated under the Companies Act, 1956, having its registered office at Unnayan Commercial Center, 1st Floor, 1050/1, Survey Park, Kolkata - 700 075, Police Station - Jadavpur East;
- 3.1.37 **Reverse Tracom Private Limited**, a company incorporated under the Companies Act, 1956, having its registered office at Unnayan Commercial Center, 1st Floor, 1050/1, Survey Park, Kolkata - 700 075, Police Station - Jadavpur East;
- 3.1.38 **Reverse Vinimay Private Limited**, a company incorporated under the Companies Act, 1956, having its registered office at Unnayan Commercial Center, 1st Floor, 1050/1, Survey Park, Kolkata - 700 075, Police Station - Jadavpur East;
- 3.1.39 **Round Vinimay Private Limited**, a company incorporated under the Companies Act, 1956, having its registered office at Unnayan Commercial Center, 1st Floor, 1050/1, Survey Park, Kolkata - 700 075, Police Station - Jadavpur East;
- 3.1.40 **Rebate Barter Private Limited**, a company incorporated under the Companies Act, 1956, having its registered office at Unnayan Commercial Center, 1st Floor, 1050/1, Survey Park, Kolkata - 700 075, Police Station - Jadavpur East;
- 3.1.41 **Rebate Commosales Private Limited**, a company incorporated under the Companies Act, 1956, having its registered office at Unnayan Commercial Center, 1st Floor, 1050/1, Survey Park, Kolkata - 700 075, Police Station - Jadavpur East;
- 3.1.42 **Rebate Dealmark Private Limited**, a company incorporated under the Companies Act, 1956, having its registered office at Unnayan Commercial Center, 1st Floor, 1050/1, Survey Park, Kolkata - 700 075, Police Station - Jadavpur East;
- 3.1.43 **Rebate Tie-Up Private Limited**, a company incorporated under the Companies Act, 1956, having its registered office at Unnayan Commercial Center, 1st Floor, 1050/1, Survey Park, Kolkata - 700 075, Police Station - Jadavpur East;
- 3.1.44 **Rebate Tracom Private Limited**, a company incorporated under the Companies Act, 1956, having its registered office at Unnayan Commercial Center, 1st Floor, 1050/1, Survey Park, Kolkata - 700 075, Police Station - Jadavpur East;
- 3.1.45 **Rebate Vinimay Private Limited**, a company incorporated under the Companies Act, 1956, having its registered office at Unnayan Commercial Center, 1st Floor, 1050/1, Survey Park, Kolkata - 700 075, Police Station - Jadavpur East;
- 3.1.46 **Recast Barter Private Limited**, a company incorporated under the Companies Act, 1956, having its registered office at Unnayan Commercial Center, 1st Floor, 1050/1, Survey Park, Kolkata - 700 075, Police Station - Jadavpur East;
- 3.1.47 **Round Barter Private Limited**, a company incorporated under the Companies Act, 1956, having its registered office at Unnayan Commercial Center, 1st Floor, 1050/1, Survey Park, Kolkata - 700 075, Police Station - Jadavpur East;
- 3.1.48 **Round Commosales Private Limited**, a company incorporated under the Companies Act, 1956, having its registered office at Unnayan Commercial Center, 1st Floor, 1050/1, Survey Park, Kolkata - 700 075, Police Station - Jadavpur East;

For SONARTORI PROJECTS


Authorised Signatory


Anirban Singh

Anirban Singh

- 3.1.49 **Round Tie-Up Private Limited**, a company incorporated under the Companies Act, 1956, having its registered office at Unnayan Commercial Center, 1st Floor, 1050/1, Survey Park, Kolkata - 700 075, Police Station - Jadavpur East;
- 3.1.50 **Round Tracom Private Limited**, a company incorporated under the Companies Act, 1956, having its registered office at Unnayan Commercial Center, 1st Floor, 1050/1, Survey Park, Kolkata - 700 075, Police Station - Jadavpur East;
- 3.1.51 **Recast Dealmark Private Limited**, a company incorporated under the Companies Act, 1956, having its registered office at Unnayan Commercial Center, 1st Floor, 1050/1, Survey Park, Kolkata - 700 075, Police Station - Jadavpur East;
- 3.1.52 **Recast Tie-Up Private Limited**, a company incorporated under the Companies Act, 1956, having its registered office at Unnayan Commercial Center, 1st Floor, 1050/1, Survey Park, Kolkata - 700 075, Police Station - Jadavpur East;
- 3.1.53 **Recast Tracom Private Limited**, a company incorporated under the Companies Act, 1956, having its registered office at Unnayan Commercial Center, 1st Floor, 1050/1, Survey Park, Kolkata - 700 075, Police Station - Jadavpur East;
- 3.1.54 **Recast Vinimay Private Limited**, a company incorporated under the Companies Act, 1956, having its registered office at Unnayan Commercial Center, 1st Floor, 1050/1, Survey Park, Kolkata - 700 075, Police Station - Jadavpur East (PAN AAFCR2012R);
- 3.1.55 **Recent Tie-Up Private Limited**, a company incorporated under the Companies Act, 1956, having its registered office at Unnayan Commercial Center, 1st Floor, 1050/1, Survey Park, Kolkata - 700 075, Police Station - Jadavpur East (PAN AAFCR2015J);
- 3.1.56 **Recent Vinimay Private Limited**, a company incorporated under the Companies Act, 1956, having its registered office at Unnayan Commercial Center, 1st Floor, 1050/1, Survey Park, Kolkata - 700 075, Police Station - Jadavpur East;
- 3.1.57 **Reform Vinimay Private Limited**, a company incorporated under the Companies Act, 1956, having its registered office at Unnayan Commercial Center, 1st Floor, 1050/1, Survey Park, Kolkata - 700 075, Police Station - Jadavpur East;
- 3.1.58 **Revert Barter Private Limited**, a company incorporated under the Companies Act, 1956, having its registered office at Unnayan Commercial Center, 1st Floor, 1050/1, Survey Park, Kolkata - 700 075, Police Station - Jadavpur East;
- 3.1.59 **Revert Commosales Private Limited**, a company incorporated under the Companies Act, 1956, having its registered office at Unnayan Commercial Center, 1st Floor, 1050/1, Survey Park, Kolkata - 700 075, Police Station - Jadavpur East;
- 3.1.60 **Revert Dealmark Private Limited**, a company incorporated under the Companies Act, 1956, having its registered office at Unnayan Commercial Center, 1st Floor, 1050/1, Survey Park, Kolkata - 700 075, Police Station - Jadavpur East;
- 3.1.61 **Revert Tie-Up Private Limited**, a company incorporated under the Companies Act, 1956, having its registered office at Unnayan Commercial Center, 1st Floor, 1050/1, Survey Park, Kolkata - 700 075, Police Station - Jadavpur East;
- 3.1.62 **Relation Group**, a partnership firm, having its office at Village - Balarampur, Post Office - Bon Hooghly, Police Station - Sonarpur, Kolkata - 700 103, (Collectively **Sellers**, include successors-in-interest) duly represented by their Constituted Attorney namely, Sri Amitabh Roy, son of Sri Sunil Kumar Roy of Premises No. 3-A, P-35, Motijheel Avenue, Kolkata 700 074,

OF SONARTORI PROJECTS

Amitabh Roy

Authorised Signatory

Vinod Singh
Chakraborty

And

- 3.2 **Sonartori Projects**, a partnership firm having its registered office at 186, Rajarhat Road, Kolkata - 700 157, Police Station - Rajarhat, duly represented by its Authorized Signatory Mr. Anirban Ghosh, of DN 51, Merlin Infinite, Suite N0o-610, 6th Floor, Sector-V, Kolkata-700091, hereinafter called the Developer/Confirming Party (Developer, includes successor-in-interest and assigns)

And

- 3.3 **MR. VINEET SINGH**, Son of Mr. Indu Bhushan Singh, by faith - Hindu, by profession-Business &, **MS. DEBALEENA CHAKRABORTY**, Wife of Mr Vineet Singh, by faith-Hindu, by Profession- professional, both residing at B-37, Satindra Palli, Garia, West Bengal.

(Buyer, includes successors-in-interest).

Owners and Developer collectively Sellers.

Owners, Developer and Buyer collectively Parties and individually Party.

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

4. Subject Matter of Agreement

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

4.1.1 **Said Flat** : Residential Flat No.-411, on 4th Floor, super built up area approximately 1290 (One Thousand Two Hundred & Ninety) square feet in **Block - C**, described in **Part - I** of the 2nd Schedule below (**Said Flat**), in the proposed building named "**Pather Panchali**" (**Said Building**) forming part of the independent and separately sanctioned block of buildings (**Said Block**) of the project (**Said Complex**), to be constructed on an area under Sonarpur Police Station, within Ward No.- 33 of Rajpur - Sonarpur Municipality (**RSM**), **Mouzas - Borai and Paschimnischintapur, J.L. Nos.- 60 and 61, Sub-Registration District - Sonarpur, District - South 24 Parganas** and described in the 1st Schedule below (**Said Premises**).

4.1.2 **Land Share** : Subject to the provisions of Clause 6.1.1 below, undivided, impartible, proportionate and variable share in the land underneath the Said Building, comprising a part of the Said Premises, 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 Building.

4.1.3 **Parking Space** : The right to park in the parking space/s described in **Part II** of 2nd Schedule below (**Parking Space**), if any.

4.1.4 **Share In Building Common Portions** : Undivided, impartible, proportionate and variable share and/or interest in the common areas, amenities and facilities of the Said Building as be attributable and appurtenant to the Said Flat (**Share In Building Common Portions**), the said common areas, amenities and facilities being described in **Part I** of the 3rd Schedule below (collectively **Building Common Portions**). The Share In Building Common Portions is/shall be derived by taking into consideration the proportion which the super built up area of the Said Flat bears to the total super built up area of the Said Building.

4.1.5 **Share In Block Common Portions** : Undivided, impartible, proportionate and variable share and/or interest in the common areas, amenities and facilities of the Said Block, as be attributable and appurtenant to the Said Flat (**Share In Block Common Portions**), the said common areas, amenities and facilities being described in **Part II** of the 3rd Schedule below

For SONARTORI PROJECTS

Anirban
Authorized Signatory

Vineet Singh
Debarborty

(collectively **Block Common Portions**). *It is clarified that the Block Common Portions shall always be and remain subject to change and modification, as be deemed fit and necessary by the Sellers, to accommodate their future plans regarding the Said Complex and the Buyer hereby accepts the same and shall not, under any circumstances, raise any objection or hindrance thereto.*

The Building Common Portions and the Block Common Portions collectively **Common Portions**.

- 4.1.6 **Easement Rights over Complex Common Portions** : Right of easement on facilities and amenities which may be provided by the Sellers for common benefit and utilization of all or specified portions of the Said Complex, described in **Part III** of the **3rd Schedule** below (collectively **Complex Common Portions**). *It is clarified that some or all of the Complex Common Portions may either be located outside the Said Premises or may be part of the Said Premises. If some of the Complex Common Portions are part of the Said Premises, then and in such event such part of the Said Premises on which the Complex Common Portions are located shall be deemed to be excluded from the area of the Said Premises. It is further clarified that the Complex Common Portions shall always be and remain subject to change and modification, as be deemed fit and necessary by the Sellers, to accommodate their future plans regarding the Said Complex and the Buyer hereby accepts the same and shall not, under any circumstances, raise any objection or hindrance thereto.*

The Said Flat, the Land Share, the Parking Space (if any), the Share In Building Common Portions, the Share In Block Common Portions and the Easement Rights over Complex Common Portions collectively described in **Part III** of the **2nd Schedule** below (collectively **Said Flat And Appurtenances**).

5. Background

- 5.1.1 **Absolute Ownership** : The Sellers have represented to the Buyer that the Sellers are the joint owners of the Said Premises, free from all encumbrances and the Sellers are in peaceful possession thereof.
- 5.2 **Development Agreement** : With the intention of developing and commercially exploiting the Said Premises by constructing the Said Building, Said Block and Said Complex thereon and selling the flats and other covered and open spaces therein (**Flats**), the Owners have entered into a duly registered agreement dated 3rd July'2012. with the Developer (**Development Agreement**).
- 5.3 **Sanctioned Plans** : Pursuant to the Development Agreement, for construction of the Said Building, Said Block and Said Complex, the Developer has got a building plan sanctioned by the RSM vide **Sanction No.- 1591/CB/33/12**, dated - 23/11/2012, (**Sanctioned Plans**, which includes all sanctioned/permmissible modifications made thereto, if any, from time to time).
- 5.4 **Allocation** : By mutual consent, certain Flats in the Said Building, Said Block and Said Complex, have been allocated to the Owners (collectively **Owners' Allocation**) and certain other Flats in the Said Building have been allocated to the Developer (collectively **Developer's Allocation**). The Said Flat and Appurtenances is comprised in and forms part of the Developer's Allocation.
- 5.5 **Said Scheme** : For selling the Flats comprised in the Developer's Allocation, the Developer has adopted a scheme (**Said Scheme**). The Said Scheme is based on the legal premises that (1) the land contained in the Said Premises is owned by the Owners and hence Land Shares therein must be transferred by the Owners, (2) such transfer by the Owners are in consideration of the Developer bearing all costs for the construction of the Owners' Allocation and paying all other consideration to the Owners, (3) consequently, prospective purchasers (**Intending Buyers**) are nominees of the Developer and would have to pay all consideration for the Land Shares to the Developer and not the Owners, (4) the Flats comprised in the Developer's Allocation belong to the Developer as they have been

For SONARTORI PROJECTS

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constructed by the Developer at the Developer's own cost and hence they shall be transferred by the Developer, (5) to give perfect title to the Intending Buyers, the Owners and the Developer should jointly enter into agreement with the Intending Buyers whereunder the Owners (accepting the Intending Buyers to be nominees of the Developer) would agree to sell Land Shares to the Intending Buyers and the Developer would agree to sell Flats comprised in the Developer's Allocation to the Intending Buyers and (6) the consolidated consideration payable by the Intending Buyers (for the Flats and the Land Shares) should be received entirely by the Developer.

- 5.6 **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.
- 5.7 **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 (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 Sellers:

- (a) **Development of Said Complex** : The Sellers and adjoining owners intend to develop the entirety of the Said Block and the Said Complex in due course and the Buyer hereby accepts the same and shall not, under any circumstances, raise any objection or hindrance thereto.
- (b) **Sanctioned Plans Independent** : In pursuance of such intention, the Sellers have presently got the Sanctioned Plans of the Said Block sanctioned by RSM, independently and separately.
- (c) **Extent of Ownership** : The ownership rights of the Buyer are limited to the Said Flat, the Parking Space, if any, the Building Common Portions, the Block Common Portions and the Buyer hereby accepts the same and the Buyer shall not, under any circumstances, raise any claim of ownership on the Complex Common Portions (excluding the Said Club defined in Clause 10.1 below) or any other component or constituent.
- (d) **Common Portions Subject to Change** : The Building Common Portions, the Block Common Portions and the Complex Common Portions shall always be and remain subject to change and modification, as be deemed fit and necessary by the Sellers, to accommodate their future plans regarding the Said Complex and the Buyer hereby accepts the same and the Buyer shall not, under any circumstances, raise any objection or hindrance thereto.

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- (c) **Only Easements on Complex Common Portions** : The Buyer shall only have easement rights on the Complex Common Portions (except the Said Club) 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 Complex Common Portions.
- (f) **Location of Complex Common Portions** : The Complex Common Portions may either be located outside the Said Premises or may be part of the Said Premises; if some of the Complex Common Portions are part of the Said Premises, then and in such event such part of the Said Premises on which the Complex Common Portions are located shall be deemed to be excluded from the area of the Said Premises. The Buyer hereby accepts the same and shall not, under any circumstances, raise any objection or hindrance in this regard.
- 6.1.2 **Financial and Other Capacity of Buyer** : The undertaking of the Buyer to the Developer that the Buyer has the financial and other resources to meet and comply with all financial and other obligations under this Agreement, punctually.
- 6.1.2 **Satisfaction of Buyer** : The undertaking of the Buyer to the Sellers that the Buyer is acquainted with, fully aware of and is thoroughly satisfied about the title of the Sellers, the Sanctioned Plans, all the background papers, the right of the Sellers to enter into this Agreement and the extent of the rights being granted in favour of the Buyer, and the Buyer shall not raise any objection with regard thereto.
- 6.1.3 **Measurement** : The mutual agreement and acceptance by and between the Parties that the measurement of the Said Flat as mentioned in this Agreement is tentative and (1) the final measurement of the Said Flat will be done by the Developer on completion of its construction, (2) the built up area (including proportionate share of staircase and lobby of the concerned floor) of the Said Flat shall be certified by Engineer or architect as may be appointed by the Developer from time to time (Architect/Engineer), (3) built up area of the Said Flat comprising of the covered area & proportionate area of stair, lift & lobby of the individual floor will be 30% (thirty percent) less than the super built up area and (4) neither of the Parties shall question and/or challenge the built up area certified by the Architect/Engineer, at any time or under any circumstances. The Total Price (defined in Clause 8.1 below) shall increase or decrease on the basis of the final measurement done by the Architect/Engineer in the above manner.
- 6.1.4 **Parking Space Allotment** : The mutual agreement and acceptance by and between the Parties that (1) the Parking Space (if any has been agreed to be taken by the Buyer) shall be allotted to the Buyer after completion of construction of the Said Building 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 Building and if open, at any place at the ground level of the Said Premises, (3) the Parking Space can only be used for parking of a medium sized motor car/two wheeler of the Buyer and not for any other purposes and (4) the Buyer will have only right to park in the Parking Space.
- 6.1.5 **Rights Confined to Said Flat And Appurtenances** : The undertaking of the Buyer to the Sellers that the right, title and interest of the Buyer is confined only to the Said Flat And Appurtenances and the Sellers are entitled to deal with and dispose off all other portions of the Said Building to third parties at the sole discretion of the Sellers, to which the Buyer, under no circumstances, shall be entitled to raise any objection.
- 6.1.6 **Covenants** : The mutual agreement and acceptance by and between the Parties that (1) the covenants of the Buyer (**Buyer's Covenants**) and the covenants of the Sellers (**Sellers' Covenants**) as mentioned in Clause 10 and its Sub Clauses below shall perpetually run with the land, (2) the Buyer's Covenants and the Sellers' Covenants (collectively **Covenants**) shall bind them and their successors-in-title or interest and (3) this Agreement is based on the undertaking that the Buyer's Covenants and the Sellers' Covenants shall be strictly performed by the Buyer and the Sellers, respectively.

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6.1.7 **Common Portions Subject to Change** : The mutual agreement and acceptance by and between the Parties that although the Common Portions are described in the 3rd Schedule below, the said description is only indicative and is not intended to bind the Developer in any manner. The Developer shall, in the absolute discretion of the Developer, be entitled to modify or improvise upon the Common Portions and the Buyer shall not have any claim, financial or otherwise, against the Developer for such modification or improvisation.

6.1.8 **Addition/Alteration of Said Building** : The undertaking of the Buyer to the Developer that notwithstanding anything contained in this Agreement, the Buyer has no objection and shall under no circumstances have any objection to Developer (1) modifying the Sanctioned Plans (excluding the portion relating to the Said Flat), if necessary and (2) granting all forms of unfettered and perpetual proportionate right of ownership and use over the Common Portions of the Said Building and the Said Premises to other Intending Buyer.

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

7. Commencement and Validity

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

7.2 **Validity** : This Agreement shall remain in force till such time the Said Flat And Appurtenances is completed and possession thereof is delivered to the Buyer, unless terminated in the manner mentioned in this Agreement.

8. Total Price, Payment and Extras

8.1 **Total Price** : The consideration for sale of Said Flat, Land Share, Share In Building Common Portions, Share In Block Common Portions and grant of Easement Rights over the Complex Common Portions is ₹ 3,096,000 /- (**Rupees Thirty Lakh Ninety Six Thousand only**) (collectively **Total Price**), and 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 proportionately in the manner mentioned in Clause 6.1.4 above and does not include the Extras (defined in Clause 8.4 below).

8.2 **Payment of Total Price**: The Total Price shall be paid by the Buyer to the Developer in the manner mentioned in the chart below, time being the essence of contract. The Buyer agrees and covenants not to claim any right or possession over & in respect of the Said Flat and Appurtenances till such time the buyer has paid the entirety of the Total Price, and the Extras (defined in Clause 8.4 below).

Sl.	Payment Schedule	Amount
1.	On Application	₹96,502/-
2.	At or before the execution hereof	100% of Total Price plus proportionate service tax less application money & 100 & additional charges.

8.3 **Notice for Payment** : On happening of each event mentioned in Serial Nos.- 3 to 10 Chart above, the developer shall give written notice to the Buyer (Payment Notice), quantifying the amount payable by the Buyer. Within 15 (fifteen) days of the date of receipt of the Payment Notice, the Buyer shall (unconditionally, without demur and without raising

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any dispute about service/receipt of the Payment Notice), pay the amount quantified in the Payment Notice, failing which the Buyer shall be deemed to be in default and the consequences mentioned in Clause 11.2 shall follow. The Buyer covenants that the Buyer shall regularly and punctually make payment of the installments of the Total Price in the manner mentioned in the chart above and this Agreement is and shall be deemed to be sufficient notice to the Buyer about the obligation to make payment. Timely payment of the Total Price and the Extras shall be the essence of the contract. If payments are made by negotiable instruments, the same shall be made payable at Kolkata and favouring **Sonartori Projects**, or in such name as may be notified.

- 8.4 **Extras** : In addition to the Total Price, the Buyer shall also pay to the Sellers, as and when demanded the following amounts (collectively Extras), (In case the Buyer sells of his unit the same amount will be paid directly to the Developer in favor of Sonartori Projects, by the new prospective buyer) wholly (as the case may be) 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 15.1 below), proportionately.
- 8.4.2 **Special Amenities/Facilities** : providing any special amenities/facilities in the Common Portions and the Complex Common Portions (save and except those described in the 3rd Schedule below) and improved specifications of construction of the Said Flat and/or the Said Building over and above the specifications described in the 4th Schedule below (Specifications), proportionately.
- 8.4.3 **Electricity** : obtaining HT/LT electricity supply from the supply agency, which is ₹.10/- (Rupees Forty only) per square feet for the Said Flat.
- 8.4.4 **Electricity Meter for Common Portions** : security deposit and all other billed charges of the supply agency for providing electricity/meter to the Common Portions, proportionately.
- 8.4.5 **Generator** : stand-by power supply to the Said Flat from diesel generators, @ ₹ 35,000/- (Rupees Thirty Five Thousand only) KVA.
- 8.4.6 **Betterment Fees** : betterment or other levies that may be charged/imposed by any government authorities or statutory bodies on the Said Premises or the Said Flat and Appurtenances or its transfer in terms hereof, 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 and wholly, if levied specifically on the Said Flat And Appurtenances.
- 8.4.8 **Electricity Meter for Said Flat** : security deposit and all other billed charges of the supply agency for providing electricity meter to the Said Flat, at actual.
- 8.4.9 **Legal Fees, Stamp Duty and Registration Costs** : fees of Messieurs Saha & Ray, Advocates (Legal Advisors), who have drawn this Agreement and shall draw all further documents. The fee is 1% of the Total Consideration or market value whichever is higher, Stamp duty, registration fees, fixed miscellaneous 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.
- 8.4.10 **Common Expenses/Maintenance Charges and Rates & Taxes** : Common expenses/maintenance charges described in the 5th Schedule below (Common Expenses/Maintenance Charges) along with RSM Tax, Land Revenue (*Khazna*), surcharge, levies, cess etc. (collectively Rates & Taxes), proportionately from the Date Of Possession Notice (defined in Clause 9.6.2 below). It is clarified that the

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Common Expenses/Maintenance Charges shall include cost of operation, maintenance, repair and replacement of the Complex Common Portions (excluding the Said Club). Simultaneously with the payment of the last installment of the Total Price, the Buyer shall pay to the Developer a consolidated sum @₹18/- (Rupees Eighteen only) per square feet of the super built up area of the Said Flat, which amount shall be utilized by the Sellers for defraying Common Expenses/Maintenance Charges and Rates & Taxes for as long as the said amount permits. It is clarified that (1) the Said Complex/Said Block may be maintained through the Facility Manager (defined in Clause 9.9 below), in which event all payments shall be made by the Sellers to the Facility Manager, after the aforesaid sum of ₹ 23,220/- (Rupees Twenty Three Thousand Two Hundred & Twenty only) is exhausted (2) the supervision of maintenance of the Said Block shall be handed over by the Sellers to a body of flat owners of the Said Block, 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 and (3) the Association shall be bound to form a common maintenance body with all similar associations of all other Blocks/portions of the Said Complex for supervision of maintenance of the Complex Common Portions (Apex Body).

8.4.11 **Change in Total Price :** Any increase or decrease in the Total Price due to increase or decrease in measurement of the Said Flat, at the rate at which the Total Price has been computed. However, the basic sale price on the rate @per sq. ft. shall remain fixed.

8.4.12 **Club membership fee:** One time Fees for Club membership of ₹ 1,50,000/- along with applicable service tax has to be deposited in one installment.

9. Construction and Completion of Sale

- 9.1 **Construction by Developer :** The Developer shall construct, complete and finish the Said Flat And Appurtenances in accordance with the Sanctioned Plans or as may be recommended by the Architect/Engineer, as per the Specifications described in the 4th Schedule below.
- 9.2 **Quality, Workmanship and Acceptance of Variations etc. :** The decision of the Architect/Engineer regarding quality and workmanship shall be final and binding on the Parties. The Buyer hereby consents to the variations, modifications or alterations as may be recommended by the Architect/Engineer and hereby further agrees not to raise any objection to the Developer and/or the Architect/Engineer making such variations, modifications or alterations.
- 9.3 **No Hindrance :** The Buyer shall not do any act, deed or thing whereby construction of the Said Flat And Appurtenances Said Building, Said Block and/or the Said Complex is in any way hindered or impeded.
- 9.4 **Basic Duty of Buyer :** The Buyer shall make all payments and perform all obligations as stipulated in this Agreement and the Buyer shall not, in any way, commit breach of the terms and conditions herein contained.
- 9.5 **Completion Date :** Construction, finishing and making the Said Flat habitable and the Parking Space, if any, usable [(1) in bare condition and (2) as per the Specifications, the decision of the Architect/Engineer in this regard being final and binding], shall be done by the Developer within February 2018 (Completion Date) provided however the Completion Date may be extended by a period of 6 (Six) months (Extended Period) at the option of the Developer. The Developer shall neither incur any liability nor be held liable for claim of any amount by the Buyer, if the Developer is unable to deliver possession of the Said Flat within the Completion Date and/or the Extended Period due to Circumstances Of Force Majeure (defined in Clause 15.1 below) or for or on account of (1) delay on the part of the Buyer in making any payment and (2) any other reasonable cause (for what is a reasonable

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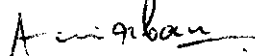
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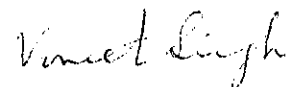
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cause, the decision of the Architect/Engineer shall be final and conclusive) whereby the Developer is prevented from completing the Said Flat And Appurtenances or any portion thereof. In no event shall the Buyer be entitled to claim any amount from 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.

- 9.6 **Possession of Said Flat and Parking Space** : Upon construction, finishing and making the Said Flat habitable and the Parking Space, if any, usable, the Developer shall hand over possession of the same to the Buyer. With regard to possession, it is clarified as follows:
- 9.6.1 **All Payments before Possession** : Before receiving possession of the Said Flat And Appurtenances, the Buyer shall pay to the Developer all amounts due and payable towards the Total Price and Extras and the Buyer shall not claim possession of the Said Flat And Appurtenances till the Total Price and Extras are paid in full.
- 9.6.2 **Possession Notice and Date Of Possession** : Immediately after constructing, finishing and making the Said Flat habitable and the Parking Space, if any, usable, the Developer shall serve a notice on the Buyer (**Possession Notice**) calling upon the to take possession. Within 15 (fifteen) days from the date of the Possession Notice, the Buyer shall be bound to take over physical possession of the Said Flat and the Parking Space, if any, after fulfilling all obligations under this Agreement, including payment of all amounts due to the Developer under this Agreement, failing which it shall be deemed that the Buyer has taken possession on the 16th day of the date of the Possession Notice (date of actual or deemed possession, **Date Of Possession**).
- 9.6.3 **Meaning of Completion** : It shall not be obligatory for the Developer to complete the Common Portions in all respects before giving the Possession Notice to the Buyer and the Said Flat shall be deemed to have been completed in all respect if the same is made fit for habitation [(1) in bare condition and (2) as per the Specifications, the decision of the Architect/Engineer in this regard being final and binding].
- 9.6.4 **Complete Satisfaction on Possession** : On the Date Of Possession, the Buyer shall be deemed to be completely satisfied with all aspects of the Said Flat And Appurtenances, including the measurement of the Said Flat.
- 9.6.5 **Commencement of Outgoings** : From the Date Of Possession, all outgoings in respect of the Said Flat And Appurtenances, including Municipal tax, surcharge, land revenue, levies, cess etc. (collectively **Rates & Taxes**) and Common Expenses/ Maintenance Charges as be tentatively decided by the Developer, shall become payable by the Buyer. It is clarified that the Common Expenses/Maintenance Charges do not include the Rates & Taxes.
- 9.7 **Developer's Obligations** : Subject to the Buyer making payment of the Total Price and the Extras in the manner stipulated in this Agreement, the Developer hereby agrees:
- 9.7.1 **Construction of Said Flat** : to construct, finish and make the Said Flat habitable and the Parking Space, if any, usable and transfer the Said Flat And Appurtenances to the Buyer.
- 9.7.2 **Construction According to Specifications** : to construct, finish and make the Said Flat habitable and the Parking Space, if any, usable, in accordance with the Sanctioned Plans and Specifications, reasonable variations excepted.
- 9.7.3 **Arrangement for Utilities for Construction Work** : to make own arrangement for water and electricity required for construction.
- 9.8 **Completion of Sale** : The sale of the Said Flat And Appurtenances shall be completed by execution and registration of conveyance in favour of the Buyer provided the Buyer tenders in time all amounts required for the same as mentioned in Clause 8.4.2 (b) above. The Legal Advisors shall draft the standard conveyance and only such standard conveyance shall be used. In such standard conveyance, (1) the Owners shall transfer the Land Share and (2) the Developer shall transfer the Said Flat and Parking Space (if any) and Share In Common

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Dhakar & Co. Pvt. Ltd.

Portions, for the Total Price. Mr. Amitabh Roy shall sign on behalf of and as the constituted attorney of the Owners. The Buyer shall be bound to take conveyance of the Said Flat And Appurtenances on or before the Date Of Possession, failing which physical possession of the Said Flat And Appurtenances shall not be delivered to the Buyer (although it shall be deemed that the Buyer is in possession and liable for all Rates & Taxes and Common Expenses/Maintenance Charges, from the Date Of Possession) and in addition, all statutory taxes and penalties shall also be borne and paid by the Buyer.

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

10. Buyer's Covenants and Sellers' Covenants

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

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

10.1.2 **Buyer to Mutate and Pay Rates & Taxes :** The Buyer shall (1) pay the Rates & Taxes (proportionately for the Said Building and wholly for the Said Flat And Appurtenances, from the Date Of Possession and until the Said Flat And Appurtenances is separately assessed in the name of the Buyer), on the basis of the bills to be raised by the Developer or the Association (upon formation), such bills being conclusive proof of the liability of the Buyer in respect thereof and (2) have mutation completed at the earliest. The Buyer further admits and accepts that the Buyer shall not claim any deduction or abatement in the bills of the Developer or the Association (upon formation). If the Buyer delays in paying the Rates & Taxes, the Buyer shall pay compound interest @18% (Eighteen percent) per month or part thereof (compoundable monthly), from the date of default till the date of payment.

10.1.3 **Buyer to Pay for Common Expenses/Maintenance Charges :** Subject to the provisions of Clause 8.4.2 (d) above, the Buyer shall pay the Common Expenses/Maintenance Charges, on the basis of the bills to be raised by the Developer or the Association (upon formation), such bills being conclusive proof of the liability of the Buyer in respect thereof. The Buyer further admits and accepts that (1) the Buyer shall not claim any deduction or abatement in the bills relating to Common Expenses/Maintenance Charges and (2) the Common Expenses/ Maintenance Charges shall be subject to variation from time to time, at the sole discretion of the Developer or the Association (upon formation).

10.1.4 **Buyer to Pay Interest for Delay and/or Default :** The Buyer shall pay, without raising any objection in any manner whatsoever and without claiming any deduction or abatement whatsoever, all bills raised by the Association, within 6 (Six) days of presentation thereof, failing which the Buyer shall pay compound interest @ 2% (Two percent) per month or part thereof (compoundable monthly) from the date of default till the date of payment, to the Association. The Buyer also admits and accepts that in the event such bills remain outstanding for more than 3 (Three) months, all common services to the Buyer shall be discontinued and the Buyer shall be disallowed from using the Common Portions.

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- 10.1.5 **Developer's Charge/Lien:** The Developer shall have first charge and or lien over the Said Flat And Appurtenances for all amounts due and payable by the Buyer to the Developer **provided however** if the Said Flat And Appurtenances is purchased with assistance of a financial institution, then such charge/lien of the Developer shall stand extinguished on the financial institution clearing all dues of the Developer.
- 10.1.6 **No Obstruction by Buyer to Further Construction :** The Sellers shall be entitled to construct additional floors on and above the roof of the Said Building and the Buyer shall not obstruct or object or demand to the same. The Buyer also admits and accepts that the Sellers and/or employees and/or agents and/or contractors of the Sellers shall be entitled to use and utilize the Common Portions for movement of building materials and for other purposes and the Buyer shall not raise any objection in any manner whatsoever with regard thereto.
- 10.1.7 **No Obstruction by Buyer for Addition of Plots in the Said Premises :** The Sellers shall be entitled to purchase additional plots adjacent to the Said Premises or can enter into joint venture agreement for further development of any plots adjacent to the Said Premises and amalgamate the same with the Said Premises and construct additional building/buildings therein and the Buyer shall not obstruct or object to the same in any manner whatsoever with regard thereto.
- 10.1.8 **Variable Nature of Land Share and Share In Common Portions :** The Buyer fully comprehend and accepts that (1) the Land Share and the Share In Common Portions is a notional proportion that the Said Flat bears to the currently proposed area of the Said Building, (2) if the area of the Said Building is increased/recomputed by the Developer, the Buyer shall not question any variation (including diminution) of the Land Share and the Share In Common Portions, (3) the Buyer shall not demand any reduction/refund of the Total Price on ground of or by reason of any variation of the Land Share and the Share In Common Portions and (4) the Land Share and the Share In Common Portions are not divisible and partible and the Buyer shall accept (without demur) the proportionate share with regard to various matters, as be determined by the Developer, in its absolute discretion.
- 10.1.9 **Buyer to Participate in Formation of Association :** The Buyer admits and accepts that the Buyer and other Intending Buyers of Flats in the Said Building shall form the Association and the Buyer shall become members thereof. The Buyer shall bear and pay the proportionate costs of formation and the expenses of the Association and shall pay for, acquire and hold membership with voting rights and in this regard the Buyer shall sign, execute and deliver necessary applications and all other papers, declarations and documents as may be required. Upon formation of the Association, the residue then remaining of the Advance Common Expenses/Maintenance Charges and the Common Expenses/Maintenance Deposit paid by the Buyer (after adjustment of all amounts then remaining due and payable) shall be transferred by the Developer to the Association. The deposits shall thereafter be held by the Association in the account of the Buyer. The Association shall look after the maintenance of the Common Portions of the Said Building, Said Block, Said Complex and the Said Premises.
- 10.1.10 **Obligations of the Buyer :** On and from the Date Of Possession, the Buyer shall:
- i. **Co-operate in Management and Maintenance :** co-operate in the management and maintenance of the Said Building and the Said Premises by the Association.
 - ii. **Observing Rules :** observe the rules framed from time to time by the Developer/Association for the beneficial common enjoyment of the Said Building and the Said Premises.
 - iii. **Paying Electricity Charges :** pay for electricity and other utilities consumed in or relating to the Said Flat And Appurtenances and the Common Portions.
 - iv. **Meter and Cabling :** be obliged to draw the electric lines/wires, television cables, broadband data cables and telephone cables to the Said Flat only through the ducts and pipes provided therefor, ensuring that no inconvenience is caused to the Sellers or to the

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other Intending Buyers. The main electric meter shall be installed only at the common meter space in the Said Premises. The Buyer shall under no circumstances be entitled to affix, draw or string wires, cables or pipes from, to or through any part or portion of the Said Building, the Said Premises and outside walls of the Said Building save in the manner indicated by the Developer or the Association (upon formation).

- v. **Residential Use** : use the Said Flat for residential purpose only. Under no circumstances shall the Buyer use or allow the Said Flat to be used for commercial, industrial or other non-residential purposes. The Buyer shall also not use the Said Flat as a religious establishment, guest house, serviced apartment, mess, chummary, hotel, restaurant, nursing home, club, school or other public gathering place.
- vi. **No Alteration** : not alter, modify or in any manner change the (1) elevation and exterior colour scheme of the Said Building, Said Block and /or Said Complex and (2) design and/or the colour scheme of the windows, grills and the main door of the Said Flat, without the permission in writing of the Developer or the Association (upon formation). In the event the Buyer makes the said alterations/changes, the Buyer shall compensate the Developer/Association (as the case may be) as estimated by the Developer/Association.
- vii. **No Structural Alteration** : not alter, modify or in any manner change the structure or any civil construction in the Said Flat And Appurtenances or the Common Portions of the Said Building, Said Block and /or Said Complex.
- viii. **No Sub-Division** : not sub-divide the Said Flat And Appurtenances and the Common Portions, under any circumstances.
- ix. **No Changing Name** : not change/alter/modify the name of the Said Building and Said Block from that mentioned in this Agreement.
- x. **No Nuisance and Disturbance** : not use the Said Flat or the Parking Space, if any or permit the same to be used in such manner or commit any act, which may in any manner cause nuisance or annoyance to other occupants of the Said Building and/or the neighboring properties and not make or permit to be made any disturbance or do or permit anything to be done that will interfere with the rights, comforts or convenience of other occupants.
- xi. **No Storage in Common Portions** : not store or cause to be stored and not place or cause to be placed any goods, articles or things in the Common Portions.
- xii. **No Obstruction to Developer/Association** : not obstruct the Developer/ Association (upon formation) in their acts relating to the Common Portions and not obstruct the Developer in constructing on the top roof of the Said Building and selling and granting rights to any person on any part of the Said Building/Said Premises (excepting the Said Flat And Appurtenances).
- xiii. **No Obstruction of Common Portions** : not obstruct pathways and passages or use the same for any purpose other than for ingress to and egress from the Said Flat and the Parking Space, if any.
- xiv. **No Violating Rules** : not violate any of the rules and/or regulations laid down by the Association for the use of the Common Portions.
- xv. **No Throwing Refuse** : not throw or accumulate or cause to be thrown or accumulated any dust, rubbish or other refuse in the Common Portions save at the places indicated therefor.
- xvi. **No Injurious Activities** : not carry on or cause to be carried on any obnoxious or injurious activity in or through the Said Flat, the Parking Space, if any or the Common Portions.

For SONARTORI PROJECTS

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Authorised Signatory

Vincent Singh
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- xvii. **No Storing Hazardous Articles** : not keep or store any offensive, combustible, obnoxious, hazardous or dangerous articles in the Said Flat and the Parking Space, if any.
- xviii. **No Signage** : not put up or affix any sign board, name plate or other things or other similar articles in the Common Portions or outside walls of the Said Flat/Said Building save at the place or places provided therefor provided that this shall not prevent the Buyer from displaying a standardized name plate outside the main door of the Said Flat.
- xix. **No Floor Damage** : not keep any heavy articles or things, which are likely to damage the floors or operate any machine save usual home appliances.
- xx. **No Installing Generator** : not install or keep or run any generator in the Said Flat and the Parking Space, if any.
- xxi. **No Use of Machinery** : not install or operate any machinery or equipment except household appliances.
- xxii. **No Misuse of Water** : not misuse or permit to be misused the water supply to the Said Flat.
- xxiii. **Damages to Common Portions** : not damage the Common Portions in any manner and if such damage is caused by the Buyer and/or family members, invitees or servants of the Buyer, the Buyer shall compensate for the same.

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

10.1.12 **Roof Rights** : : After final handover of the complete project a demarcated portion of the roof of the Said Building shall remain common to all co-owners of the Said Building (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 roof of the Said Building shall belong equally to the Developer and the Owners 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 roof of the Said Building as aforesaid, the Developer shall always have the right of further construction on the entirety of the top roof (by taking permission from the concerned authorities) and the Buyer specifically agree 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 co-owners of the Said Building.

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

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

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

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

11. Termination and its Effect

11.1 **Cancellation by Buyer** : The Buyer shall have the right to terminate this Agreement at any time and if the Buyer does so, the Developer shall refund to the Buyer all payments received

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Authorized Signatory

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till that date, without any interest, after deducting 10% of the Total Price & applicable service tax.

- 11.2 **Breach of Buyer's Covenants** : In the event the Buyer (1) fails to make payment of the Total Price and the Extras, or (2) fails to perform the obligations on the part of the Buyer to be performed in terms of this Agreement or (3) neglects to perform any of the Buyer's Covenants, this Agreement shall, at the option of the Developer, stand cancelled and/or rescinded, upon which the Developer shall refund to the Buyer all payments received till that date, without any interest, after deducting 10% (Ten percent) of the Total Consideration along with interest of 18% (Eighteen) per annum for the period of delay. Refund amount shall be paid to the buyer within 4 months from the date of cancellation. 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 condonation is exclusively vested in the Developer and the Buyer shall not be entitled to claim the same as a matter of right.
- 11.3 **Breach of Sellers' Covenants** : Without prejudice to the provisions of Clause 9.5 above, in the event the Sellers fail and/or neglect to perform any of the Sellers' Covenants, this Agreement shall, at the option of the Buyer, stand cancelled and/or rescinded, upon which the Developer shall refund to the Buyer all payments received till that date, with interest @ then prevailing SBI savings a/c rate of interest per annum, from the date of payment to the date of refund. If the Buyer opts not to cancel this Agreement, then the Developer will be liable to pay compensation of @₹ 4/- (Rupees Four only) per sq ft per month till handing over the possession of the said flat.
- 11.4 **Effect** : Upon termination of this Agreement due to any of the circumstances mentioned in Clauses 11.1, 11.2 and 11.3 above, the Buyer shall not be entitled to claim any right, title and interest (either equitable or otherwise) over and in respect of the Said Flat And Appurtenances and/or the Said Block and/or the Said Building and/or the Said Complex and/or the Said Premises or part or portion thereof and the Buyer shall further not be entitled to claim any charge on the Said Flat And Appurtenances and/or any part or portion thereof, in any manner whatsoever. The effect of such termination shall be binding and conclusive on the Parties.
12. **Taxes**
- 12.1 **Obligation Regarding Taxes** : In the event of the Sellers being made liable for payment of any tax (excepting Income Tax), duty, levy or any other liability under any statute or law for the time being in force or enforced in future (such as 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 Sellers are advised by their consultant that the Sellers are liable or shall be made liable for payment of any such tax, duty, levy or other liability on account of the Sellers having agreed to perform the obligations under this Agreement or having entered into this Agreement, then and in that event, the Buyer shall be liable to pay all such tax, duty, levy or other liability and hereby indemnifies and agrees to keep the Sellers indemnified against all actions, suits, proceedings, costs, charges and expenses in respect thereof. The taxes, duties, levies or other liabilities so imposed or estimated by the Sellers' consultant shall be paid by the Buyer at or before the Date of Possession.
13. **Defects**
- 13.1 **Decision of Architect/ Engineer Final** : If any work in the Said Flat and Appurtenances is claimed to be defective by the Buyer, the matter shall be referred to the Architect/ Engineer and the decision of the Architect/Engineer shall be final and binding on the Parties. If directed by the Architect/Engineer, the Developer shall at its own costs remove the defects. This will however not entitle the Buyer to refuse to take possession of the Said Flat and if the

For SONATECH PROJECTS

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Buyer does so, the provisions regarding deemed possession as contained in Clause 9.6.2 above shall apply and all consequences thereto shall follow.

14. Association and Rules

- 14.1 **Rules of Use :** The Said Flat And Appurtenances shall be held by the Buyer subject to such rules and regulations as may be made applicable by the Association from time to time.
- 14.2 **Restrictions :** The Buyer agrees that the Buyer shall use the Said Flat And Appurtenances subject to all restrictions as may be imposed by the Association provided however such restrictions are for the general good of the other co-owners of the Said Building.

15. Force Majeure

- 15.1 **Circumstances Of Force Majeure :** The Developer shall not be held responsible for any consequences or liabilities under this Agreement if the Developer is prevented in meeting the obligations under this Agreement by reason of contingencies caused by neither of the Parties and unforeseen occurrences such as (1) acts of God, (2) acts of Nature, (3) acts of War, (4) fire, (5) insurrection, (6) terrorist action, (7) civil unrest, (8) riots, (9) strike by material suppliers, transporters, workers and employees, (10) delay on account of receiving statutory permissions, (11) delay in the grant of electricity, water, sewerage and drainage connection or any other permission or sanction by the Government or any statutory authority, (12) any notice, order of injunction, litigation, attachments, etc. and (13) any rule or notification of the Government or any other public authority or any act of Government such as change in legislation or enactment of new law, restrictive Governmental laws or regulations (collectively **Circumstances Of Force Majeure**).
- 15.2 **No Default :** The Developer shall not be deemed to have defaulted in the performance of the Developer's contractual obligations whilst the performance thereof is prevented by Circumstances Of Force Majeure and the time limits laid down in this Agreement for the performance of obligations shall be extended accordingly upon occurrence and cessation of any event constituting Circumstances Of Force Majeure.

16. Miscellaneous

- 16.1 **Indian Law :** This Agreement shall be subject to Indian Laws.
- 16.2 **One Transaction :** This Agreement relates to the transaction recorded and contemplated herein and no other transaction.
- 16.3 **Confidentiality and Non-Disclosure :** The Parties shall keep confidential all non-public information and/or documents concerning the transaction recorded herein, unless compelled to disclose such information and/or documents by judicial or administrative process.
- 16.4 **Partial Invalidity :** If any provision of this Agreement or the application thereof to any circumstance shall be invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provision to other circumstances shall not be affected thereby and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law. When any provision is so held to be invalid, illegal or unenforceable, the Parties hereto undertake to use their best efforts to reach a mutually acceptable alternative to give effect to such provision in a manner which is not invalid, illegal or unenforceable. In the event any of the terms and conditions of this Agreement are set-aside or declared unreasonable by any Court of Law or if the Parties take the plea of frustration of contract, the entire Agreement shall not be void and shall continue to subsist to the extent of the remaining terms and conditions and bind the Parties.

For SONARTORI PROJECTS

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- 16.5 **No Claim of Un-Enforceability** : This Agreement is being entered into by the Parties out of free will and without any duress or coercion. Hence, none of the Parties shall have the right to claim un-enforceability of this Agreement.
- 16.6 **Right of Possession** : The right of possession of the Buyer in respect of the Said Flat and Appurtenances shall arise only upon the Buyer fulfilling all obligations as are contained in this Agreement.
- 16.7 **Nomination by Buyer with Consent** : The Buyer admits and accepts that before the execution and registration of deed of conveyance 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 to any third party without making any further payment to the Sellers. The Buyer will be liable to make payment of nomination of Rs. 40/- per sq. ft as nomination charge to the Developer. The nomination/transfer will be subject to the covenant by the nominee that the nominee will strictly adhere to the terms of this Agreement and subject also to the following conditions:
- (a) **Buyer to Make Due Payments** : The Buyer shall make payment of all dues towards total cost of the flat, of the Developer in terms of this Agreement, up to the time of nomination if any.
- (b) **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 Developer.
- (c) **Additional Legal Fee** : The buyer shall pay an additional legal fee of ₹15,000/- (Rupees Fifteen Thousand only) to the Legal Advisor for the tripartite nomination agreement.
- (d) **Extras** : In case of nomination the new prospective buyer will pay the extras, directly to the Developer in favor of Sonartori Projects. In such case the Developer will not have any objection if the nominated party is directly paying the amount of flat to the existing buyer.
- The Buyer admits and accepts that the Buyer shall not nominate or assign the rights under this Agreement save in the manner indicated above.
- 16.8 **Entire Agreement** : This Agreement constitutes the entire understanding between the Parties and supercedes the terms and conditions whatever agreed between the Parties prior to execution of this Agreement but does not include or supercede any document contemporaneously entered into between the Parties.
- 16.9 **Counterparts** : This Agreement is being executed simultaneously in duplicate and each copy shall be deemed to be an original and both copies shall together constitute one instrument and agreement between the Parties. One copy shall be retained by the Buyer and another by the Developer.
- 16.10 **Amendments/Modifications** : No amendments or modifications of this Agreement or any part hereof shall be valid and effective unless it is by an instrument in writing executed by all the Parties.
- 16.11 **Reservation of Rights** : No forbearance, indulgence, relaxation or inaction by any Party at any time to require performance of any of the provisions of this Agreement shall in any way affect, diminish or prejudice the right of such Party to require performance of that provision.
- 16.12 **Waiver** : Any term or condition of this Agreement may be waived at any time by the Party who is entitled to the benefit thereof. Such waiver must be in writing and must be executed by the Party or an authorized agent of the Party. A waiver on one occasion will not be deemed to be waiver on a future occasion. Omission or delay on the part of either Party to require due and punctual performance of any obligation by the other Party shall not

For SONARTORI PROJECTS

A. S. Khan

Authorized Signatory

Vincent Singh
Dhakarabastya

constitute a waiver of such obligation and it shall not in any manner constitute a continuing waiver and/or as a waiver of other breaches of the same or other obligations hereunder or as a waiver of any right or remedy that the Party may otherwise have in law or in equity.

16.13 **No Agency** : The Parties are entering into this Agreement on principal-to-principal basis and nothing contained herein shall make the Parties agents of each other.

17. Notice

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

18. Alternative Dispute Resolution

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

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

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

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

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

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

19. Jurisdiction

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

20. Rules of Interpretation

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

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

For SONARTORI PROJECTS

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Authorised Signatory

Vincent Singh
Dharwad/27/24

- 20.3 **Schedules and Plans** : Schedules and Plans appended to this Agreement form a part of this Agreement and shall always be taken into consideration for interpreting the complete understanding between the Parties. Any reference to a schedule or plan is a reference to a schedule or plan to this Agreement.
- 20.4 **Definitions** : In this Agreement, words have been defined by putting them within brackets and printing them in bold. Where a word or phrase is defined, other parts of speech or grammatical forms of that word or phrase shall have corresponding meaning.
- 20.5 **Documents** : A reference to a document includes an amendment or supplement or replacement or novation of that document.
- 20.6 **Successors** : A reference to a Party includes that Party's successors and permitted assigns.
- 20.7 **Statutes** : Any reference to a statute, statutory provision or subordinate legislation shall include its amendment, modification, consolidation, re-enactment or replacement as enforced from time to time, whether before or after the date of this Agreement.

1st Schedule
(Said Premises)

Land measuring (1) 10 (ten) decimal, more or less, contained in R.S. *Dag* No.- 714 corresponding L.R. *Dag* No.- 933, *Mouza* - Boral, J.L. No.- 61, Police Station - Sonarpur, within Rajpur-Sonarpur Municipality, Sub-Registration Office - Baruiipur, District - South 24 Parganas **And** (2) 20.29 (twenty point two nine) decimal, more or less, contained in R.S. *Dag* No.- 715 corresponding L.R. *Dag* No.- 934, *Mouza* - Boral, J.L. No.- 61, Police Station - Sonarpur, within Rajpur-Sonarpur Municipality, Sub-Registration Office - Baruiipur, District - South 24 Parganas **And** (3) 8 (eight) decimal, more or less, contained in R.S. *Dag* No.- 716 corresponding L.R. *Dag* No.- 935, *Mouza* - Boral, J.L. No.- 61, Police Station - Sonarpur, within Rajpur-Sonarpur Municipality, Sub-Registration Office - Baruiipur, District - South 24 Parganas **And** (4) 57 (fifty seven) decimal, more or less, contained in R.S. *Dag* No.- 717 corresponding L.R. *Dag* No.- 936, *Mouza* - Boral, J.L. No.- 61, Police Station - Sonarpur, within Rajpur-Sonarpur Municipality, Sub-Registration Office - Baruiipur, District - South 24 Parganas **And** (5) 22 (twenty two) decimal, more or less, contained in R.S. *Dag* No.- 718 corresponding L.R. *Dag* No.- 937, *Mouza* - Boral, J.L. No.- 61, Police Station - Sonarpur, within Rajpur-Sonarpur Municipality, Sub-Registration Office - Baruiipur, District - South 24 Parganas **And** (6) 62 (sixty two) decimal, more or less, contained in R.S. *Dag* No.- 719 corresponding L.R. *Dag* No.- 938, *Mouza* - Boral, J.L. No.- 61, Police Station - Sonarpur, within Rajpur-Sonarpur Municipality, Sub-Registration Office - Baruiipur, District - South 24 Parganas **And** (7) 208 (two hundred and eighty) decimal, more or less, contained in R.S. *Dag* No.- 722 corresponding L.R. *Dag* No.- 942, *Mouza* - Boral, J.L. No.- 61, Police Station - Sonarpur, within Rajpur-Sonarpur Municipality, Sub-Registration Office - Baruiipur, District - South 24 Parganas **And** (8) 31 (thirty one) decimal, more or less, contained in R.S. *Dag* No.- 723 corresponding L.R. *Dag* No.- 944, *Mouza* - Boral, J.L. No.- 61, Police Station - Sonarpur, within Rajpur-Sonarpur Municipality, Sub-Registration Office - Baruiipur, District - South 24 Parganas **And** (9) 11 (Eleven) decimal, more or less, contained in R.S. *Dag* No.- 724 corresponding L.R. *Dag* No.- 943, *Mouza* - Boral, J.L. No.- 61, Police Station - Sonarpur, within Rajpur-Sonarpur Municipality, Sub-Registration Office - Baruiipur, District - South 24 Parganas **And** (10) 62 (Sixty Two) decimal, more or less, contained in R.S. *Dag* No.- 719 corresponding L.R. *Dag* No.- 938, *Mouza* - Boral, J.L. No.- 61, Police Station - Sonarpur, within Rajpur-Sonarpur Municipality, Sub-Registration Office - Baruiipur, District - South 24 Parganas

(Said Cluster/First Phase)
(Land Area as per sanctioned plan)

Land measuring (1) 208 (two hundred and eighty) decimal, more or less, contained in R.S. *Dag* No. 722 corresponding L.R. *Dag* No.942, *Mouza* Boral, J.L. No.61, Police Station Sonarpur, within Rajpur-Sonarpur Municipality, Sub-Registration Office Baruiipur, District

For SONARTORI PROJECT:

Amit Kumar

Authorised Signatory

Vinod Singh
Deharwad

South 24 Parganas And (2) 31 (thirty one) decimal, more or less, contained in R.S. Dag No. 723 corresponding L.R. Dag No.944, Mouza Boral, J.L. No.61, Police Station Sonarpur, within Rajpur-Sonarpur Municipality, Sub-Registration Office Baruipur, District South 24 Parganas And (3) 62 (Sixty Two) decimal, more or less, contained in R.S. Dag No. 719 corresponding L.R. Dag No.938, Mouza Boral, J.L. No.61, Police Station Sonarpur, within Rajpur-Sonarpur Municipality, Sub-Registration Office Baruipur, District South 24 Parganas

2nd Schedule
Part I
(Said Flat)

Residential Flat No.-411, on 4th Floor, super built up area approximately 1290 (One Thousand Two Hundred & Ninety) square feet, in Block -C, forming part of the Said Block of the Said Complex named *Patther Ppanchali* (Said Complex), to be constructed on a portion of the Said Premises described in the 1st Schedule above.

Part II
(Parking Space)

N.A.

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

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

The Land Share, being undivided, impartible, proportionate and variable share in the land underneath the Said Building, comprising a part of the Said Premises, as be attributable and appurtenant to the Said Flat, subject to the terms and conditions of this Agreement.

The right to park in the Parking Space, being the car/two wheeler parking space/s described in Part II of the 2nd Schedule above, if any.

The Share In Building Common Portions, being undivided, impartible, proportionate and variable share and/or interest in the Building Common Portions described in Part I of the 3rd Schedule below, as be attributable and appurtenant to the Said Flat, subject to the terms and conditions of this Agreement.

The Share In Block Common Portions, being undivided, impartible, proportionate and variable share and/or interest in the Block Common Portions described in Part II of 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 Complex Common Portions, being the facilities and amenities which may be provided by the Sellers for common benefit and utilization of all or specified portions of the Said Complex, described in Part III of the 3rd Schedule below, subject to the terms and conditions of this Agreement.

3rd Schedule
Part I
(Building Common Portions)

- Lobby at the ground level of the Said Building
- Lobbies on all floors and staircase(s) of the Said Building

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Authorised Signatory

Vincent Singh
Dhakarababoty

- Lift machine room(s) and lift well(s) of the Said Building
- Water supply pipeline in the Said Building (save those inside any Flat)
- Wiring, fittings and accessories for lighting of lobbies, staircase(s) and other common portions of the Said Building
- Intercom Network in the Said Building
- Broadband connection in the Said Building, if any
- Lift(s)
- External walls of the Said Building
- Water reservoirs/tanks of the Said Building
- Drainage and sewage pipeline in the Said Building (save those inside any Flat)
- Electricity meter(s) for common installations and space for their installation
- Generator(s)

Part II (Block Common Portions)

- 24 Hours Water Supply
- Any other facility and amenity provided in common for the Said Block

Part III (Complex Common Portions)

- Boundary walls and main gate
- Internal roads and walkways
- Swimming Pool
- Gymnasium.
- Sauna in the Said Club
- Multipurpose activity room in the Said Club for Yoga, Meditation, Dance, Drawing, Singing
- Landscaped Green Area
- Indoor Games
- Library in the Said Club
- Children's Play Area.

4th Schedule (Specifications)

Foundation
R.C.C. Piles

Structure & Superstructure
RCC framed structure with infill brick walls.

Electrical :

Bed Room : 2 Light Points
1.5 amp plug point
1 fan point
1 switch board
+ 1 TV point in Master bed room
1 A.C. point in Master bed room (All other rooms A.C. point @extra cost)

For SONARTORI PROJECTS

A. Narayan
Authorized Signatory

Vinod Singh
Deharadun

- Living : 3 light points
 Dining : 1.5 amp plug point
 2 fan points
 + 1 TV point
 1 switch board
- Kitchen : 1 light point
 1 exhaust point
 1 15 amp plug point
 1.5 amp point
- Toilet : 1 light point
 Exhaust fan point
 1.5 amp switch board
 Geyser connection in Common Toilet.
- Verandah : 1 light point
 15 amp plug point for washing machine
- Special : calling bell point, 1 entrance light

Flooring

Vitrified tiles in bed rooms and living/ dining. Anti-skid ceramic tiles in toilets & kitchen (not applicable for open kitchen)

Windows

Aluminium sliding

Doors

Frames : Wooden frame
 Main door : Laminated wood finished flush door with lock
 Inside door : Primer coated flush door.

Stair Case

Finished with Kota stone up to 1st floor, rest typical net cement with iron filling.

Common lobby

Finished with Vitrified tiles.

Kitchen

Kitchen top with black Kudappa and stainless steel sink with 2" dado made of ceramic tiles over the kitchen top.

Toilet

1 commode
 1 wash basin
 1 shower
 Basin mixture in common toilet
 Shower mixture in common toilet
 Anti-skid ceramic tiles
 5'6" dado with ceramic tiles
 Hot / Cold arrangement in common toilet
 Provision for bib cock with faucet

Plumbing

Hot / Cold line CPVC and UPVC

Wall Finish

Internal walls - Commercial POP
 External walls - Decorative weather coat paint

For SONARTORI PROJECT

A. Anil Kumar

20/11/2016

Vinod Singh
Dharmabarty

Lift

Standard Make

Electricity

Supplied from local authorities, individual meters

Water supply

Submersible pump to overhead tank

Cable

1 in Living / Dining

5th 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 Building, the Said Block and the Said Complex.
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 Complex Common Portions.
5. **Maintenance:** All costs for maintaining, operating, replacing, repairing, white-washing, painting, decorating, re-decorating, re-building, re-constructing, lighting and renovating the Common Portions and the Complex Common Portions (including the exterior or interior (but not inside any Flat) walls of the Said Building, the Said Block and the Said Complex.
6. **Operational:** All expenses for running and operating all machinery, equipments and installations comprised in the Common Portions and the Complex Common Portions, 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 Complex Common Portions.
7. **Rates and Taxes:** Municipal Tax, surcharge, Water Tax and other levies in respect of the Said Building, 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, concierge, clerk, security personnel, lifemen, 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 SONARTOR PROJECTS

Anil Kumar

Authorised Signatory

Vinod Singh
Deharabodhi

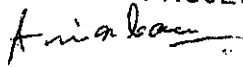
22. Execution and Delivery

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



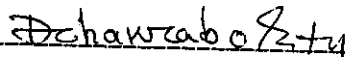
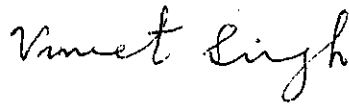
Mr. Amitabh Roy
[Constituted Attorney for Sellers]

For SONARTORI PROJECTS



Authorized Signatory

Authorized Signatories
[Developers]



[Buyer]

Witnesses:

Signature _____

Signature _____

Name _____

Name _____

Father's Name _____

Father's Name _____

Address _____

Address _____

SS

Annexure - A/3

Patther Panchali

SONARTORI PROJECTS
P-186, RAJARHAT ROAD, KOLKATA - 700 157
PHONE - 033 40048013 /14

Developers:
Team X
TOURUS

SONARTORI
REALTY

Received with thanks from

First Allottee: **MR. VINEET SINGH**
3337, Satindra Palli,
Garia,
Kolkata-700084
Co-Allottee: **Mrs. DEBALEENA CHAKRABORTY**

RECEIPT
Receipt No: SCP/TC/C/411/119/16-17
Date: 27.05.2016
Application No: SCP/TC/C/411/119/16-17
Customer ID: SCP/TC/C/411/119/16-17
Pan No: ALAPC4881A/BQHP5095SK
Service Tax No: ABV/55862NSD001

Payment in respect of Flat No.- 411, in Block - C, 4th Floor of Patther Panchali.

Site Address - Kakukhan Road, Boral, Garia, Kolkata - 700 154.
Vide Cheque No.325054 dated -27.05.2016

Drawn On - ICICI Bank, Nagpur Branch

Payment Details :	Amount (Rs.)
Booking Amount	100,000
Total	100,000
Rupees One Lakh only	

- Receipt is valid subject to realisation of Cheque.
- Acceptance of this payment won't guarantee transfer of ownership of unit till final payment is received



56

Annexure-A/4

ICICI Bank

Nagpur Branch
Vishnu Valbhav, 222, Palm Road, Civil Lines, Nagpur - 440001.
RTGS / NEFT IFSC Code : ICIC0000059

PRIVILEGE
PERSONAL BANKING

VALID FOR THREE MONTHS ONLY

28 05 2016
D D M M Y Y Y Y

Pay आसा करें **SONAR TORI PROJECTS**

Or Bearer

या धारक को

Rupay's रुपये **THIRTY FOUR LAKHS THIRTEEN THOUSAND**

NINE HUNDRED & NINETEEN ONLY

₹ **34,13,919/00**

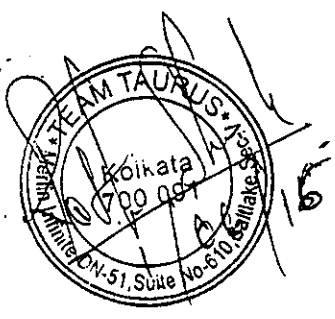
A/c No. 005901535057
खाता नं.

SBKIT CBS
PERSONAL BANKING : SAVINGS ACCOUNT
Payable at par at all branches of ICICI Bank Limited in India

Vineet Singh

VINEET SINGH
Please sign above

⑈ 3 25056⑈ 440229002⑈ 535057⑈ 3⑈



57

Annexure - A/S

Signature of Panchan

SONARTORI PROJECTS
P-186, RAJARHAT ROAD, KOLKATA - 700 157
PHONE - 033 40048013 / 14

Developers:
Team TOURUSO

MOONHILL REALTY

Received with thanks from

First Allottee: **MR. VINEET SINGH**

8337, Satindra Palli,
Garia,

Kolkata-700084

Co-Allottee: **MS. DEBALEENA CHAKRABORTY**

Payment in respect of Flat No. - 411, in Block - C, 4th Floor of 2ndather Panchan.
Site Address - Kalukhan Road, Borai, Garia, Kolkata - 700 154.
Vide Cheque No 325957 dated - 14.06.2016

RECEIPT

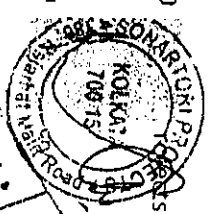
Receipt No :	SCP/TC/C/411/119/16-17
Date :	14.05.2016
Application No :	SCP/TC/C/411/119/16-17
Customer ID :	SCP/TC/C/411/119/16-17
Pan No :	ALAPCA881A/BQHP50958K
Service Tax No :	ABVF55862NSD001

Drawn On - ICICI Bank, Nagpur Branch


Payment Details :	Amount (Rs.)
Service tax on booking amount @ 3.625%	3,625
Installment against flat cost	
Service tax against flat cost @ 4.5%	2,996,000
Addl charges (Transformer & Generator)	134,820
Service tax on addl charges	86,600
Maintenance Deposite	12,990
Legal Fees	23,220
Service tax on legal fees	20,000
Total	3,000
Rupees Thirty Two Lakh Eighty Thousand Two Hundred & Fifty Five only	3,280,255

* Receipt is valid subject to realisation of Cheque.
 * Acceptance of this payment won't guarantee
 transfer of ownership of unit till final payment is received

for SO



Signature

		Developed By Team Taurus ™ JV Partner: MOUNTHILL <small>Born to Build</small> <small>Inspiring Lives</small>	
Mr. Vineet Singh		Tower-C	Flat No -411
No. of BHK	3	Floor	4th
		Super built up Area	1290
		Block	C
	Rates		Sub Total
Basic Price	2,400		3,096,000
Open car parking	0		0
Total(basic flat cost + car park)			3,096,000
Service Tax @3.625%			138,445
Club Membership	0		0
Generator charges	35,000	Service tax @3.625% on Rs.100000/-	35,000
Maintenance Deposit Rs. 3/- PSF* (for six months)	18 23,220	New Service Tax Applicable from 1st June 2016 @ 4.5% on Rs. 29,96,000/-	23,220
Transformer charge Rs.30/-PSF *	40 51,600		51,600
Legal Charges (payable at the time of agreement)	0 20,000		20,000
Service Tax on Legal Charge @15%	3,000		3,000
Service Tax on addl charge @15%	12,990	New Service Tax Applicable from 1st June 2016 @ 15% On EDCs (Rs 1,06,600/-)	12,990
		Total Amount (including Service Tax)	3,380,255

*PSF = Per Sq. Ft.

Vineet Singh
Dehakraaba/2ty

SESHAASAI (M) / CTS - 2010

AB1 R 21/4/16

Naagpur Branch
Vishnu Vaidhaya, 222, Palm Road, Civil Lines, Naagpur - 491001.
RTGS / NEFT IFSC Code : ICIC0000359

SRINIVAS
SRINIVAS

Pay order करें

Rupees रुपये

1000000000
ONE BILLION

VALID FOR THREE MONTHS ONLY
D 0 M 04 Y 16 Y

Or Bearer
या धारक को

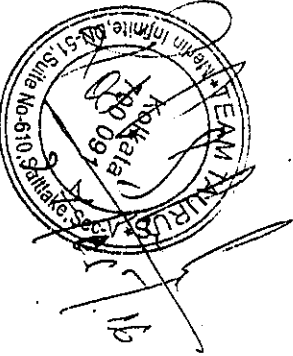
A/c No.
खाता नं. 0059015335057

₹

SSKIT
CBS
PERSONAL BANKING : SAVINGS ACCOUNT
Payable at par at all branches of ICICI Bank Limited in India

325054 1402290021 535057 31

VINEET SINGH
Please sign above



59

60

Annexure - A/5

THE LAW OFFICES OF

CHITRA BHANU GUPTA ADVOCATE

High Court, Calcutta
Bar Association, Room No. 15

Mobile: 98 36 13 1173
Mobile: 93 31 13 1173
cbgupta01@gmail.com

To,
SONARTORI PROJECTS
P - 186, Rajarhat Road,
Kolkata - 700157

12TH FEBRUARY 2019

MOUNTHILL REALTY
Next to Hyatt Regency,
Between Gate No 1 & 2,
Salt Lake Stadium,
Salt lake City, Kolkata - 700098

Mr. Hemont Kumar Sikaria - Director
MOUNTHILL REALTY
Next to Hyatt Regency,
Between Gate No 1 & 2,
Salt Lake Stadium,
Salt lake City, Kolkata - 700098

Mr. Srikant Sikaria - Director
MOUNTHILL REALTY
Next to Hyatt Regency,
Between Gate No 1 & 2,
Salt Lake Stadium,
Salt lake City, Kolkata - 700098

Mr. Arup Chakraborty- CEO, Eastern region
MOUNTHILL REALTY
Next to Hyatt Regency,
Between Gate No 1 & 2,
Salt Lake Stadium,
Salt lake City, Kolkata - 700098

Mr. Atanu Ghosh- COO, Eastern Region
MOUNTHILL REALTY
Next to Hyatt Regency,
Between Gate No 1 & 2,
Salt Lake Stadium,
Salt lake City, Kolkata - 700098

Mr. Vivek Agarwal, Project Head Commercial, Eastern Region
MOUNTHILL REALTY
Next to Hyatt Regency,
Between Gate No 1 & 2,
Salt Lake Stadium,
Salt lake City, Kolkata - 700098

TEAM TAURUS
DN 51, Suite # 610,
6th Floor, Salt Lake,
Sector V, Kolkata-700091

Re - LEGAL NOTICE

My Client - **MR . VINEET SINGH, son of Mr. InduBhusan Singh,
MRS. DEBALEENA CHAKRABORTY,
wife of Mr. Vineet Singh
C/O, Smt. Minati Chakraborty
C89/90/91 Brahmpur Road, Brahmpur More
Sunil Bani Apartments, Kolkata - 700096**

REF - Residential Apartment / Flat No. 411 on the 4th Floor, Super Built up Area 1290 sq ft. Block C, on the proposed Building named PattherPanchali, undedrSonarpur Municipality (RSM), Ward No. 33 of RajpurSonarpur Municipality, Mouzas Boral and Paschimnischintapur, District 24 Parganas (South).

REF - Agreement of Sale Executed on 27th May 2016

NOTICE TOWARDS THE REFUND OF RS. 35,13,919 /- ALONG WITH THE APPLICABLE INTEREST AND AN ADDITIONAL AMOUNT OF RS. 20, 00, 000/- FOR THE HARRASSMENT ON MY CLIENTS

Sir/Madam,

This is with regards to the above referred Agreement of Sale that had been executed by and between you and my clients dated 27th May 2016 for availing your service to build them, their Residential Apartment / Flat No. 411 on the 4th Floor, Super Built up Area 1290 sq ft. Block C, on the proposed Building named PattherPanchali, under Sonarpur Municipality (RSM), Ward No. 33 of RajpurSonarpur Municipality, Mouzas Boral and PaschimNischintapur, District 24 Parganas (South). And the service that you failed to provide in the name of some flimsy grounds. As such in this regard under the instructions from and on behalf of my above referred clients and based on the information provided to me, I give you this legal notice with regards to the various abnormalities that have been carried on by yourself. Further as desired by my clients I do hereby write to you as follows:

1. That by way of an agreement to Sale, you and my clients entered into an understanding / contract for availing your service to build them, their Residential Apartment / Flat No. 411 on the 4th Floor, Super Built up Area 1290 sq ft. Block C, on the proposed Building named PattherPanchali, under Sonarpur Municipality (RSM), Ward No. 33 of RajpurSonarpur Municipality, Mouzas Boral and Paschimnischintapur, District 24 Parganas (South). And as per the said agreement, my clients have been paying you all the amounts that have been sought for from your end. And till date they have already made a payment of Rs. 35,13,919/- and there had never been any issues towards the said payments on part of my clients.
2. That at the time of the booking of the said project, you have been making several rounds of promises to provide a proper handover of the said project

within the stipulated time. It is pertinent to mention here that the project shall be delivered within February 2018. As such you were duty bound to deliver the possession of the completed constructed building to my clients by that time (Feb 2018). There was also a general and usual extension clause that was placed stating that there exists an extension period of 6 months for the finishing of the said project.

3. In that case technically speaking, the said project ought to have been completed and handed over to my clients way back before February 2018 after the execution of the said agreement. But till date that is till October 2018, the same was not done. Instead you all came up with the excuse of certain flimsy grounds and started taking some abnormal time thereby effecting your construction work. And thereby you straight away on your own sweet will and wish made an extension of delivery time unilaterally without even asking my clients. And there was nothing mentioned where exactly the issues arose.
4. You have neither provided my client his constructed apartment nor have you provided any possible explanations as to why the apartment could not be constructed.
5. That furthermore, my clients have been to the project site recently on several occasions, and also as per the update provided by you at your website- "www.mounhillrealty.com", the super-structure of the said block of my clients has not been started and it is in its very initial construction stage. My clients have the ready construction pictures of the latest date and the same is also available in your website. You have not even completed more than the first floor of my clients' block and you claim to provide them with the full constructed apartment by February 2018? With this state of your project completion, chances of you completing the said project in the next five years is also difficult. You have failed to even construct the sanctioned portion of my clients' apartment block and you had the nerve to state in writing that your construction is going on in full swing.
6. You being a building / construction company and being such a big construction giant, it is expected that you shall be knowing the time frame by which you shall be able to get the government sanction through your experience. You claim to have a proper construction experience in your brochures and still you failed to provide a proper time frame to hand over the apartment / Flat. When you have yourself placed the deadline to provide my client with the constructed apartment to be in the month of February 2018, it

is expected that you shall be having the proper infrastructure to complete the construction of the said apartment by then. You claimed in your agreement for a grace period of 6 months. Even that 6-month period has expired way back in the month of August 2018. Yet my clients have never been provided with the constructed and completed project. After taking a huge sum of Rs. 35,13,919/- from my client and enjoying the same, you never ever made any further demand of money from my client as because you yourself knew very well the present state of the construction and you knew very well that you have failed to provide the said constructed flat on time.

7. Whatever be the reason, it is evident from the pictures and construction status that you have failed to provide the completed constructed / built apartment of my clients. And after that date you went for an extension of which is totally illegal and a proper deficiency of service. And now my clients do not see any reason why the said project be provided.
8. Further, my clients do not find that any interest in the said service and as such there does not exist any further option but to cancel the agreement and get a refund from you. Particularly for the fact that my clients had entrusted to build them their house and for some reasons which you claim to be beyond your hands, my clients are unable to carry on with the said project. As such it would only be prudent if the said agreement is cancelled and the amount paid till date is refunded.
9. That My clients had made the payments and as such under the present situations, my clients do not wish to carry on with their said agreement and particularly when the time frame alone has been passed and you were to hand over the said ready flats way back on February 2018 and there has been substantial delay as such my clients presently do not wish to go ahead with this project.
10. It is really a pity and a proper deficiency in service that you carry on with your persons. As such, my clients had tried many times and on many occasions to ask you to refund the said amount that is pending to be provided to my client.
11. Sir, as informed by my clients and as per the documents that are readily available to my clients, there was not a single default of my clients with regards to the said amount. My clients made their payments as per your laid down agreement only. And as per your agreement you had placed the time of hand-over of the possession of the apartment of my client constructed by you by

THE LAW OFFICES OF
CHITRA BHANU GUPTA ADVOCATE

February 2018. However, further you have even exhausted your 6-month grace period. At that time, you have failed and neglected to complete the said possession. My clients ought to get the service, but you have failed to provide the services to my client.

12. My clients have understood that you are unable to deliver a proper complete peaceful vacant possession of the property to my clients within the stipulated time frame. As such they do not wish to go ahead with your services anymore and do not have any other option but to opt out.

13. My clients did send you a representation you to too but you but you failed and neglected to make any reply to my client. As such my client has every reason to seek a refund along with an applicable interest from you. And this is in line with the agreement that has been entered into by and between you and my clients.

Under the instructions from and on behalf of my above referred clients and based on the information provided by them, I give you this legal notice to ask you to immediately refund the amount of Rs. 35,13,919/- and an additional amount of RS. 11,49,051/- towards the applicable interest and also an amount to the tune of Rs. 20,00,000/- for the harassment on my clients within 7 days from the receipt of this notice failing which my client shall be left with no other option but to take proper legal action under the law of the land and you shall face dire consequences and bear all costs.

This legal notice is sent without any prejudice to my client's other rights and contentions before the court of law with regards to this instant case.

Yours Faithfully

ADVOCATE

65

Annexure - P/7

MOUNTHILL™
REALTY
LIFE-SPACES FOR ALL

Date: 25-02-2019

To

1. Mr. Vineet Singh
Mrs. Debaleena Chakraborty
C89/90/91 Brahmpur Road,
Brahmpur More
Sunil Bani Apartments,
Kolkata - 700096
2. Ms. Chitra Bhanu Gupta
High Court, Calcutta
Bar Association, Room No - 15
Kolkata - 700001

Ref: Residential Apartment / Flat No. 411 on the 4th Floor on the proposed Building named Pather Panchali and Agreement of Sale executed dated on 27-05-2016.

Respected Sir/Madam

This is in reference to you letter dated 12th February 2019, we like to draw your attention and bring into kind notice that we have already exit from the Project Pather Panchali long back which is being managed by Team Taurus.

Thus, in respect of such situation the Company has no responsibility regarding such grievance. Hence, it is requested to your good self that to call upon the notice served on us at the earliest.

Thanking You,

Yours Faithfully,

Mounthill Realty Pvt Ltd.

Sikant Sikari

Authorised Signatory



Deblina Lahiri LL.M.
Advocate
Calcutta High Court

66

Residence
50N, GARCHA ROAD,
KOLKATA - 700 019
Contact No.: 9331 555554, 98311 55553
e-mail : deblina.lahiri@gmail.com

Annexure - P/8

Chamber
'1U'
OLISA OFFICES
4 GOVERNMENT PLACE NORTH
KOLKATA - 700 001

To

27.05.2019

1. Sonatori Projects,
186, Rajarhat Road,
Kolkata- 700157
2. Mr. Anirban Ghosh,
Authorised Signatory,
Sonatori Projects,
DN 51, Merlin Infinite,
Suit No. 610,
6th Floor, Sector- V,
Kolkata- 700091
3. Mr. Amitabh Roy,
Son of Sri Sunil Kumar Roy,
Constituted Attorney of the Sellers,
Premises No. 3-A, P-35, Motijheel Avenue,
Kolkata- 700 074
4. Team Taurus,
1, Suit No. 610, 6th Floor,
DN 51, Merlin Infinite,
Suit No. 610,
6th Floor, Sector- V,
Kolkata- 700091

My Clients: 1. Mr. Vineet Singh
Son of Mr. Indu Bhushan Singh,

2. Mrs. Debaleena Chakraborty,
Wife of Mr. Vineet Singh,

Both of them residing at C 89 /90/91 BRAHMPUR ROAD,
SUNIL BANI Apartments, Garia, Kolkata - 700096, West Bengal

Sub: Notice demanding refund of money paid to you for purchase of
residential flat No. 411, on 4th Floor, Block-C, in the proposed building
'Patther Panchali'



Deblina Lahiri LL.M.
Advocate
Calcutta High Court

67

Residence
50N, GARCHA ROAD.
KOLKATA - 700 019
Contact No.: 9331 555554, 98311 55553
e-mail : deblina.lahiri@gmail.com

Chamber
'10'
OLISA OFFICES
4 GOVERNMENT PLACE NORTH
KOLKATA - 700 001

Sir,

Under instructions from and as an authorised Agent of my above-named client, I am to address you as hereunder:

1. That my above-named clients had entered into one Agreement dated 27th May, 2016, hereinafter referred to as 'the Agreement', with you for purchase of one residential flat being No. 411, on 4th Floor, Block-C, in the proposed building 'Patther Ppanchali', more specifically described in the schedule herein below and hereinafter referred to as 'the flat', at a settled consideration money of Rs. 30,96,000/- (Rupees thirty lakh ninety six thousand) only together with some amounts being payable towards service tax, club membership and registration expenses.
2. That in terms of the Agreement, the completion date of the project was February, 2018 which may have been extended only for a period of 6 (six) months and it was further agreed that on such completion, possession of the flat would be handed over to my above-named clients.
3. That as per the demands made by and/or on behalf of you, my above-named client has from time to time continued to make the payments to you for purchase of the flat, and as on the present date a sum of Rs. 35,13,919/- (Rupees thirty five lakh thirteen thousand nine hundred and nineteen) only has been paid by my above-named clients towards the

Deblina



Deblina Lahiri LL.M.
Advocate
Calcutta High Court

68
Residence
50N, GARCHA ROAD.
KOLKATA - 700 019
Contact No.: 9331 555554, 98311 55553
e-mail : deblina.lahiri@gmail.com

Chamber
'1U'
OLISA OFFICES
4 GOVERNMENT PLACE NORTH
KOLKATA - 700 001

consideration money for purchase of the flat. It is pertinent to mention that on your request my above-named client has paid much more than the consideration money for purchase of the flat, i.e. he has even gone ahead to pay the legal charges, maintenance deposit, transformer charges, service taxes, etc.

4. That at the time of entering into the Agreement and thereafter while taking the consideration money from my above-named clients, you/your authorised agents/representatives/officers/employees/servants have severally represented that the project would be delivered within the stipulated period of time along with making several other commitments in terms of the quality and finesse.
5. That however when my above-named clients contacted you for delivery of possession of the flat in February, 2018, it was notified to him that the extension period of completion of the flat and its possession would be invoked by you and that within a period of six months the said flat would be handed over to my above-named clients.
6. That again in August, 2018, with high hope of getting possession of the flat, my above-named clients contacted you; it was verbally told to them that some more time would be required to deliver possession of the flat. However, sensing some wrong, when my above-named clients suddenly



Deblina Lahiri LL.M.
Advocate
Calcutta High Court

69
Residence
50N, GARCHA ROAD.
KOLKATA - 700 019
Contact No.: 9331 555554, 98311 55553
e-mail : deblina.lahiri@gmail.com

Chamber
'TU'
OLISA OFFICES
4 GOVERNMENT PLACE NORTH
KOLKATA - 700 001

visited the construction site in September, 2018 they were shocked to see that the super-structure of Block-C wherein my above-named client has booked the flat had not even started and that it was in a nascent stage of construction. Although my above-named clients were extremely angry on such deliberate misrepresentation, but since they had invested a lot of money, hope and emotions into getting their home in the flat, they decided to provide some more time allowing you to complete the development of the project and for handing over possession of the flat.

7. That however, since thereafter, my above-named clients have repeatedly tried to communicate with you, but on some pretext or the other their phone calls have been avoided and their mails have remained un-replied. Repeatedly and deliberately you have chosen to avoid my above-named clients on the issue of handing over possession of the flat and/or on the completion of the project, when finding no other alternative, my above-named client had through his engaged Advocate, Chitra Bhanu Gupta, served one notice dated 12.02.2019 upon you, the addressee nos. 1 and 4 along with the concerned officials of Mounthill Realty, demanding refund of the entire consideration money paid by my above-named client together interest and cost and compensation.

8. That in-spite of receipt of the notice, neither have you chosen to pay the said sums to my above-named clients nor have you served any reply to

Deblina



Deblina Lahiri LL.M.
Advocate
Calcutta High Court

TO

Residence
50N, GARCHA ROAD.
KOLKATA - 700 019
Contact No.: 9331 555554, 98311 55553
e-mail : deblina.lahiri@gmail.com

Chamber
'1U'
OLISA OFFICES
4 GOVERNMENT PLACE NORTH
KOLKATA - 700 001

the notice served on behalf of my above-named clients. However a reply was received on behalf of Mounthill Realty that they have exited from the Project Patther Ppanchali and as such they have no responsibility regarding the grievance of my above-named clients.

9. That there has been absolute misrepresentation and/or fraud practiced upon my above-named clients by luring them to pay such huge sums of money for purchase of the below scheduled flat as early as in the year 2016 and now avoiding them by all means by taking no initiative to reply to the demands/grievances raised by my above-named clients. Infact it is the genuine apprehension of my above-named clients that the flat sold to my above-named clients under the pretext of providing them with their 'dream home' was only a trap to appropriate money from my above-named clients which you have divested in your other projects/interests/ventures and now not responding to the legal demands of my above-named clients.
10. That my above-named clients have already cancelled the Agreement vide the notice dated 12.02.2019 served through their engaged Advocate and demanded refund of money for the unfair trade practice adopted by you. Now vide this notice you are once again called upon to pay my above-named clients the full consideration money paid by them for purchase of the below scheduled flat together with interest, costs and charges.



Deblina Lahiri LL.M.
Advocate
Calcutta High Court

71
Residence
50N, GARCHA ROAD,
KOLKATA - 700 019
Contact No.: 9331 555554, 98311 55553
e-mail : deblina.lahiri@gmail.com

Chamber
'1U'
OLISA OFFICES
4 GOVERNMENT PLACE NORTH
KOLKATA - 700 001

Under the above facts and circumstances, you are hereby called upon to pay my above-named clients the full consideration money paid by them for purchase of the below scheduled flat together with interest, costs and charges within 15 days from the date of receipt of this notice, failing which both civil and criminal action would be initiated against you, without any further reference to you, which please note.

Scheduled Above Referred To

Residential Flat No. 411, on 4th Floor, super built up area approximately 1290 (One thousand two hundred and ninety) square feet, in Block-C, forming part of the said block of the complex named Patther Ppanchali, to be constructed on a portion of the amalgamated land measuring 208 decimals in R.S. Dag No. 722 corresponding to L.R. Dag No. 942, 31 decimals of land in R.S. Dag No. 723 corresponding to L.R. Dag No. 944, and 62 decimals of land in R.S. Dag No. 719 corresponding to L.R. Dag No. 938, all in Mouza: Boral, J.L. No. 61, Police Station Sonarpur, within Rajpur-Sonarpur Municipality, Sub-Registration Office Baruipur, District: South 24 Parganas.

Thanking You,

Yours Sincerely,

Deblina Lahiri
(DEBLINA LAHIRI, ADVOCATE)

भारतीय डाक



EM379851963IN IWR:69873798519
 SP COUNCIL HOUSE STREET SO <70
 Counter No:2,27/05/2019,12:34
 To:SONARJIT K. CHAKRABORTY,
 PIN:700157, Matijheel SB
 From:BERLIHA LAHRI, KOL
 Wt:45gms
 Amt:17.70(Cash)Tax:2.70
 <Track on www.indiapost.gov.in>
 Dial 1800 266 6868

भारतीय डाक



EM379851950IN IWR:69873798519
 SP COUNCIL HOUSE STREET SO <70
 Counter No:2,27/05/2019,12:34
 To:ANITABH RAY,
 PIN:700074, Matijheel SB
 From:BERLIHA LAHRI, KOL
 Wt:45gms
 Amt:17.70(Cash)Tax:2.70
 <Track on www.indiapost.gov.in>
 Dial 1800 266 6868

भारतीय डाक



EM379851946IN IWR:69873798519
 SP COUNCIL HOUSE STREET SO <70
 Counter No:2,27/05/2019,12:34
 To:TEAM TAURUS,
 PIN:700091, Sech Bhawan S.D
 From:BERLIHA LAHRI, KOL
 Wt:45gms
 Amt:17.70(Cash)Tax:2.70
 <Track on www.indiapost.gov.in>
 Dial 1800 266 6868

भारतीय डाक

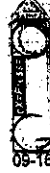


EM379851932IN IWR:69873798519
 SP COUNCIL HOUSE STREET SO <70
 Counter No:2,27/05/2019,12:34
 To:ANIRBAN GHOSH,
 PIN:700091, Sech Bhawan S.D
 From:BERLIHA LAHRI, KOL
 Wt:20gms
 Amt:17.70(Cash)Tax:2.70
 <Track on www.indiapost.gov.in>

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* Consignment Number
ew379851963in

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Booked At	Booked On	Destination Pincode	Tariff	Article Type	Delivery Location
Council House Street SO	27/05/2019 12:35:53	700157	17.70	Speed Post	Hatiara SO

Event Details For : EW379851963IN

Current Status : Item Booked

Date	Time	Office	Event
27/05/2019	12:35:53	Council House Street SO	Item Booked

Booked At	Booked On	Destination Pincode	Tariff	Article Type	Delivered At	Delivered On

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Event Details For : EW379851963IN

Current Status : Bag Opened at KOLKATA GPO

Date	Time	Office	Event
28/05/2019	08:05:13	KOLKATA GPO	Bag Opened
28/05/2019	07:38:56	KOLKATA GPO	Bag Received
28/05/2019	05:03:39	NSH KOLKATA AIRPORT	Bag Despatched to New Town Action Area III
28/05/2019	04:33:24	NSH KOLKATA AIRPORT	Item Bagged for New Town Action Area III
28/05/2019	02:18:01	NSH KOLKATA AIRPORT	Bag Despatched to KOLKATA GPO
28/05/2019	01:57:12	NSH KOLKATA AIRPORT	Item Received
28/05/2019	00:58:02	NSH KOLKATA AIRPORT	Item Bagged for KOLKATA GPO
28/05/2019	00:57:02	NSH KOLKATA AIRPORT	Item Received
27/05/2019	22:49:52	NSH KOLKATA AIRPORT	Item Received

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* Consignment Number

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Booked At	Booked On	Destination Pincode	Tariff	Article Type	Delivery Location	Delivered On
Council House Street SO	27/05/2019 12:35:53	700091	17.70	Speed Post	Sech Bhawan SO	28/05/2019 17:47:30

Event Details For : EW379851946IN

Current Status : Item Delivered

Date	Time	Office	Event
28/05/2019	17:47:30	Sech Bhawan SO	Item Delivered
28/05/2019	11:09:03	Sech Bhawan SO	Out for Delivery
28/05/2019	10:01:35	Sech Bhawan SO	Item Received
27/05/2019	12:35:53	Council House Street SO	Item Booked

Booked At	Booked On	Destination Pincode	Tariff	Article Type	Delivered At	Delivered On

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Event Details For : EW379851946IN

Current Status : Bag Despatched to Sech Bhawan S.O

Date	Time	Office	Event
28/05/2019	02:21:17	NSH KOLKATA AIRPORT	Bag Despatched to Sech Bhawan S.O
28/05/2019	04:19:35	NSH KOLKATA AIRPORT	Item Bagged for Sech Bhawan S.O
28/05/2019	01:18:35	NSH KOLKATA AIRPORT	Item Received
27/05/2019	22:49:52	NSH KOLKATA AIRPORT	Item Received

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Booked At	Booked On	Destination Pincode	Tariff	Article Type	Delivery Location
Council House Street SO	27/05/2019 12:35:53	700074	17.70	Speed Post	Motijheel SO

Event Details For : EW379851950IN

Current Status : Out for Delivery

Date	Time	Office	Event
04/06/2019	10:33:34	Kolkatta GPO	Out for Delivery
04/06/2019	07:46:13	Kolkatta GPO	Item Received
03/06/2019	13:40:47	Dumdum SO	Item Returned VALIDITY PERIOD EXCEEDED
29/05/2019	17:23:08	Dumdum SO	Item Onhold
29/05/2019	09:38:12	Dumdum SO	Out for Delivery
28/05/2019	17:26:33	Dumdum SO	Item Onhold
28/05/2019	10:10:58	Dumdum SO	Out for Delivery
28/05/2019	09:29:13	Dumdum SO	Item Received
27/05/2019	12:35:53	Council House Street SO	Item Booked

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Booked At	Booked On	Destination Pincode	Tariff	Article Type	Delivery Location	Delivered On
Council House Street SO	27/05/2019 12:35:53	700091	17.70	Speed Post	Sech Bhawan SO	29/05/2019 17:21:07

Event Details For : EW379851932IN

Current Status : Item Delivered

Date	Time	Office	Event
29/05/2019	17:21:07	Sech Bhawan SO	Item Delivered
29/05/2019	10:55:13	Sech Bhawan SO	Out for Delivery
29/05/2019	10:25:43	Sech Bhawan SO	Item Received
28/05/2019	12:59:17	Regent Park SO	Item Bagged
28/05/2019	11:44:13	Regent Park SO	Item Redirected Redirected to Sech Bhawan SO INSUFFICIENT ADDRESS
28/05/2019	08:17:48	Regent Park SO	Item Received
27/05/2019	12:35:53	Council House Street SO	Item Booked

Booked At	Booked On	Destination Pincode	Tariff	Article Type	Delivered At	Delivered On

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Event Details For : EW379851932IN

Current Status : Item Received at Sech Bhawan S.O

Date	Time	Office	Event
29/05/2019	10:25:43	Sech Bhawan S.O	Item Received
29/05/2019	10:25:43	Sech Bhawan S.O	Bag Opened
29/05/2019	10:08:47	Sech Bhawan S.O	Bag Received
29/05/2019	02:45:24	NSH KOLKATA AIRPORT	Bag Despatched to Sech Bhawan S.O
29/05/2019	01:36:08	NSH KOLKATA AIRPORT	Item Bagged for Sech Bhawan S.O

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28/05/2019	21:30:51	NSH KOLKATA AIRPORT	Item Received
28/05/2019	21:30:46	NSH KOLKATA AIRPORT	Bag Opened
28/05/2019	21:08:40	NSH KOLKATA AIRPORT	Bag Received
28/05/2019	12:59:17	Regent Park S.O	Item Bagged for NSH KOLKATA AIRPORT
28/05/2019	08:17:48	Regent Park S.O	Item Received
28/05/2019	08:17:48	Regent Park S.O	Bag Opened
28/05/2019	08:00:01	Regent Park S.O	Bag Received
28/05/2019	02:23:02	NSH KOLKATA AIRPORT	Bag Despatched to Regent Park S.O.
28/05/2019	01:19:20	NSH KOLKATA AIRPORT	Item Bagged for Regent Park S.O
28/05/2019	01:18:20	NSH KOLKATA AIRPORT	Item Received
27/05/2019	22:49:52	NSH KOLKATA AIRPORT	Item Received

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- National Voter's Service Portal
- Application Security Audit Report



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Mrs. Amitabh Roy

S/O. Sri Sunil Kumar Roy
Constituted Attorney of the State
Bengaluru 56
Maddur Avenue
Kolkata - 700 074

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Deblina Lahiri
Advocate

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ENCLOSURE

Counter No. 2-27/03/2019 12:34

Met: 17.70 (Cash) Rp: 45000

From: COUNCIL HOUSE STREET 50 0700012
To: Sejalda H. H. H. H.
Tel: Puskri Jabel 50-7000745

Handwritten notes and signatures, including a large signature at the bottom and several smaller ones and initials above it.