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**MEMORANDUM OF AGREEMENT FOR PURCHASE
OF A FLAT ON OWNERSHIP BASIS**

THIS MEMORANDUM OF AGREEMENT is made this the day
of 2019.

B E T W E E N

(1) SRI SHAKTIPADA GHOSH Son of Late Badal Ghosh, by Caste Hindu (Indian), by Profession Business, PAN-BQBPG7736F, (2) SMT. SHYAMALI GHOSH Wife of Sri Shaktipada Ghosh, by Caste Hindu (Indian), by Profession Housewife, PAN-BDDPG7493J, both residing at 440 Boral Goli Lane, P.S. Chinsurah, P.O. & Dist. Hooghly, Pin-712103, both represented through their Constituted Attorney(s) (1) SRI BABUL ROY CHOWDHURY Son of Late Nityaranjan Roy Chowdhury, PAN-AIBPR1860N, (2) SRI DEVI PRASAD DUTTA Son of Late Ranjit Kumar Dutta, PAN-AIIPD7937K, both by Caste Hindu (Indian), by Profession Business, both residing at Kapasdanga, Pankhatuli, P.S. Chinsurah, Dist. Hooghly, Pin-712103, hereinafter referred to and called as "THE OWNERS/VENDORS" (which expression shall unless excluded by or repugnant to the context be deemed to include their heirs, executors, administrators, legal representatives and assigns) of the FIRST PART.

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"M/S. AASHRAY", PAN-ABEFA2696P a Partnership Firm having its office at Kapasdanga, Pankhatuli, P.S. Chinsurah, P.O. & District Hooghly, Pin-712103, represented by its Partners (1) SRI BABUL ROY CHOWDHURY Son of Late Nityaranjan Roy Chowdhury, PAN-AIBPR1860N, (2) SRI DEVI PRASAD DUTTA Son of Late Ranjit Kumar Dutta, PAN-AIIPD7937K, both by Caste Hindu (Indian), by Profession Business, both residing at Kapasdanga, Pankhatuli, P.S. Chinsurah, Dist. Hooghly, Pin-712103, hereinafter referred to and called as "THE DEVELOPER" (which expression shall unless excluded by or repugnant to the context be deemed to include their heirs, executors, administrators, legal representatives and assigns) of the SECOND PART.

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(1) Son of, by Caste Hindu (Indian), by Profession, PAN-..... (1) Son of, by Caste Hindu (Indian), by Profession PAN-....., both P.O., P.S. Dist., Pin-....., hereinafter referred to and called as "THE PURCHASERS" (which expression shall unless excluded by or repugnant to the context be deemed to include their heirs, executors, administrators, legal representatives and assigns) of the THIRD PART.

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WHEREAS the land mentioned in the Schedule "A" property was originally belonged to Nani Gopal Chattopadhaya, in his life time he has sold out the property to Mohon Lal Neogy by virtue of Sale Deed dated 17/08/1957 and being Deed No.7330 for the year 1957, Pages 204 to 207 Registered at District Sub-Register-1 Hooghly.

AND WHEREAS after owning the property the said Mohan Lal Neogy constructed a tin and tile shed structure on the said property and mutated his name before the concern B.L. & L.R.O. as well as Hooghly Chinsurah Municipality and paying rent and taxes regularly.

AND WHEREAS in the year 1979 the said Mohan Lal Neogy died at the time of his death he has left behind his wife i.e. Renukana Neogy, Seven Sons i.e. Susanta Kumar Neogy, Sailendra Kumar Neogy, Jayanta Kumar Neogy, Shyam Prasad Neogy, Sri Rajendra Prasad Neogi, Soumendra Kumar Neogy and Sukanta Kumar Neogy and four daughters namely Shipra Sur, Suvra Roy, Arati Ghosh and Krishna Ghosh. They all are the owners of deceased husband and/or father's property as 1/12th share.

AND WHEREAS in the year 1991, all of a certain one son of the deceased Mohan Lal Neogy, namely Jayanta Kumar Neogy alias Jayanta Neogy faced unfortunate accident and passed away. At the time of his death he has left behind his mother Renukana Neogy, his wife Susmita Neogy and only daughter Devamitra Neogi. Subsequently the wife of deceased Jayanta Kumar Neogy alias Jayanta Neogy, namely Susmita Neogy was remarried and her marriage was solemnized on 20/06/1997. Because of her remarriage she has given no objection in respect of her previous husband's property i.e. deceased Jayanta Kumar Neogy alias Jayanta Neogy's property.

AND WHEREAS after that in the year 2000, the deceased Mohan Lal Neogy's wife namely Renukana Neogy passed away leaving behind her six sons and four daughters. They all accrued mother's share as per Hindu Succession Act. After that one son namely Susanta Kumar Neogy passed away after receiving share of his mother. As because the said Susanta Kumar Neogy was unmarried, so his property was distributed among the living behind brothers and sisters as per Hindu Succession Act.

~~AND WHEREAS said Kalipada Malik Alias Kali Charan Malik when owning and possessing the below mentioned "A" Schedule property he sold out the below~~

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Rahul Ray Choudhury
Partner

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Devi Prasad
Partner

~~mentioned "A" Schedule property to one Bhadrath Bhar Son of Narayan Chandra Bhar by virtue of a registered dated 13/06/1958.~~

AND WHEREAS the daughters of deceased Madan Lal Neogy namely Shipra Sur, Suvra Roy, Arati Ghosh and Krishna Ghosh gifted their undivided share of the parental property to their live brother by virtue of a registered Gift Deed dated 24th June 2006.

AND WHEREAS the said Gift Deed has been registered in Book No.1, Being Deed No.797 for the year 2006 of the office of the District Sub-Registrar-I, Hooghly.

AND WHEREAS the legal heir of Mohan Lal Neogy, Renukana Neogy, Jayanta Kumar Neogy and Susanta Kumar Neogy all have jointly possessed the property but day by day for the inconvenience to possess the said property jointly, they amicably decided to partition the property.

AND WHEREAS thereafter the amicably decided to partition the property which was registered, before the Additional District Sub-Register, Chinsurah, Hooghly, being Partition Deed No.3371, Vide Book No.1 for the year 2005 dated 20/09/2005.

AND WHEREAS after partitioned of property Sri Rajendra Prasad Neogi Son of Late Mohan Lal Neogy and Smt. Devamitra Neogi Daughter of Late Jayanta Kumar Neogi the previous owners got their share of property and by virtue of said Partition Deed No.3371 for the year 2005, got their share of property and mutated their names as owners of Schedule "A" mentioned property in B.L.& L.R.O. as well as Hooghly Chinsurah Municipality.

AND WHEREAS the demarcated land measuring 0.079 Acres (Zero point Zero Seven Nine Acres) or 4 (Four) Couah 13 (Thirteen) Chataks 25 (Twenty five) Sft. from L.R. Dag No.3939 belong to Land Owner/Vendor No.1 Sri Shaktipada Ghosh who purchased the same from its previous owner Sri Rajendra Prasad Neogi Son of Late Mohan Lal Neogy of Bardwari, P.S. Chinsurah, P.O. & Dist. Hooghly by a registered Sale Deed dated 23/04/2014 entered in Book No.1, C.D. Volume No.5, Pages 4213 to 4225, Being No.1851 of the Office of the Additional District Sub-Registrar, Chinsurah Hooghly and got possession thereof.

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Devi Prasad Ghosh
Partner

AND WHEREAS by the aforesaid Sale Deed, the Land Owner/Vendor No.1 Sri Shaktipada Ghosh became the absolute owner of the demarcated area of 0.079 Acres (Zero point Zero Seven Nine Acres) or 4 (Four) Cottah 13 (Thirteen) Chattaks 25 (Twenty five) Sft. of L.R. Dag No.3939.

AND WHEREAS after purchase of the aforesaid property, the Land Owner/Vendor No.1 Sri Shaktipada Ghosh mutated his name as owner of the said property in the office of the B.L. & L.R.O. Hooghly in L.R. Khatian No.4476 as also in the office of Hooghly Chinsurah Municipality and is possessing the same by paying rent and taxes to the appropriate authorities.

AND WHEREAS the demarcated land measuring 0.078 Acres (Zero point Zero Seven Eight Acres) or 4 (Four) Cottah 12 (Twelve) Chattaks 8 (Eight) Sft. from L.R. Dag No.3938 and 0.001 Acres (Zero point Zero Zero One Acres) or 1 (One) Chattak 8 (Eight) Sft. from L.R. Dag No.3937 i.e. total area 0.079 Acres (Zero point Zero Seven Nine Acres) or 4 (Four) Cottah 13 (Thirteen) Chattaks 16 (Sixteen) Sft. belong to Land Owner/Vendor No.2 Smt. Shyamali Ghosh who purchased the same from its previous owner Smt. Devamitra Neogi Daughter of Late Jayanta Kumar Neogi of Bardwari, P.S. Chinsurah, P.O. & Dist. Hooghly by a registered Sale Deed dated 23/04/2014 entered in Book No.1, C.D. Volume No.5, Pages 4226 to 4238, Being No.1852 of the Office of the Additional District Sub-Registrar, Chinsurah Hooghly and got possession thereof.

AND WHEREAS by the aforesaid Sale Deed, the Land Owner/Vendor No.2 Smt. Shyamali Ghosh became the absolute owner of the demarcated area of 0.079 Acres (Zero point Zero Seven Nine Acres) or 4 (Four) Cottah 13 (Thirteen) Chattaks 16 (Sixteen) Sft. of L.R. Dag Nos.3937 and 3938.

AND WHEREAS after purchase of the aforesaid property, the Land Owner/Vendor No.2 Smt. Shyamali Ghosh mutated her name as owner of the said property in the office of the B.L. & L.R.O. Hooghly in L.R. Khatian No.4437 as also in the office of Hooghly Chinsurah Municipality and is possessing the same by paying rent and taxes to the appropriate authorities.

AND WHEREAS in the manner referred above, the Owners/Vendors herein became the owners of the property measuring 0.158 Acres (Zero point Zero One Five Eight Acres) and are absolutely seized and possessed of and/or otherwise well and sufficiently entitled to the said property morefully and particularly described in the

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Schedule "A" hereunder written and hereinafter for the sake of brevity referred to as the said property free from all encumbrances, charges, liens, lispendence, attachments, trusts whatsoever and howsoever.

AND WHEREAS the entirety of the said property is presenting in absolute khas possession of the Owners/Vendors herein.

AND WHEREAS the Owners/Vendors herein with intention to develop the property as described in the Schedule "A" hereunder jointly entered into a registered Development Agreement on 22/02/2019 entered in Book No.1, Volume No.601, Pages 80652 to 80690, Being No.2194 for the year 2019 of the office District Sub-Registrar-I, Sadar Hooghly with the Developer herein for Development of the said property. Similarly the said Owners/Vendors have also executed and Registered a Development Power of Attorney on 25/02/2019 entered in Book No.1, Volume No.601, Pages 85327 to 85357, Being No.2310 for the year 2019 of the office District Sub-Registrar-I, Sadar Hooghly in favour of the Developer herein for construction of the building, Agreement for Sale and to Sale the Flats/Shops/Garages/Car Parking Spaces etc.

AND WHEREAS under the Development Agreement and Development Power of Attorney, the Owners/Vendors specifically granted right to the Developer to enter into agreement for sale with the Flats/Shops/Garages/Car Parking Spaces Purchaser/ Purchasers and to receive any money from them for the construction in the Schedule "A" property and the Owners/Vendors have also authorised the Developer to sell and transfer all the Flats and all portions of the building to be constructed in the Schedule "A" property except the Owners/Vendors' allocation.

AND WHEREAS by virtue of the said Development Agreement and Development Power of Attorney, the Developer is in khas possession and/or has taken delivery of peaceful and khas possession of the Schedule "A" hereunder.

AND WHEREAS the Developer desire to develop the "A" Schedule property by constructing a multistoried building thereon Five Storied (Ground plus Four) consisting of Flats/Shops/Garages/Car Parking Spaces etc. according to the Building Plan Vide Plan No..... dated sanctioned by the Hooghly Chinsurah Municipality and to sale the same for the intending purchaser or purchasers on ownership basis.

AND WHEREAS the Schedule "A" property is free from encumbrance and no one except the Developer has any right, interest or claim in or over the said property.

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AND WHEREAS the Owners/Vendors and the Developer propose to sell the Flat on ownership basis in the building named and known as "DEVANGAN APARTMENT" and mentioned in the Schedule "B" below and constructed in the Schedule "A" property.

AND WHEREAS the Purchasers have agreed to purchase and the Owners/Vendors and the Developer have agreed to sell on ownership basis the Flat No..... on the Floor of the said building known as "DEVANGAN APARTMENT" situated at Chatterjee Bagan Road, P.S. Chinsurah, P.O. & Dist. Hooghly.

NOW THIS INDENTURE WITNESSETH and it is hereby agreed by and between the parties as follows :-

1. The Developer shall construct a multistoried building on the land mentioned in the Schedule 'A' below in accordance with plans, designs and specifications, duly sanctioned by the Hooghly Chinsurah Municipality, which have been approved by the Purchasers with such variations as the Developer may consider necessary or as may be required by any public authority, Government or Municipality. The Purchasers doth hereby give consent to such variations.
2. The building as well as the said Flat shall be constructed by the Developer with such materials as has been and shall be according to the specification given in the Schedule 'G' hereunder and the decision of the architect regarding the quality and specifications of the materials used and to be used in the building shall be final and binding on the Purchasers.
3. The Purchasers have examined the plans, title of the owners of the land and other documents and have prima facie satisfied about the same and agree not to raise any objection with regard thereto.
4. The Purchasers do hereby agree to purchase the Flat No..... on the Floor measuring Super built up Area Sft. (Covered Area Sft.) (including 20% Super built up Area) more or less mentioned in the Schedule 'C' below with proportionate undivided share of the land enjoyment of common areas and benefits of the building (as described in the Schedule "F" hereunder)

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named and known as "DEVANGAN APARTMENT" mentioned in the Schedule 'B' below to be constructed on the land mentioned in the Schedule 'A' below at or for a price of Rs...../- (Rupees) only as mentioned in Schedule 'D' hereunder. The price shall be final and binding and shall be independent and irrespective of the super built up area of the Flat on completion of the building. Out of said consideration money, a sum of Rs...../- (Rupees) only paid on as booking money and Rs...../- (Rupees) only paid by the Purchasers to the Developer as an advance and/or earnest money as per memo below and the Developer do hereby acknowledge the receipt of the same and the balance amount will be paid to the Developer in a manner mentioned in the Schedule 'E' below, against delivery of possession of the said Flat to the Purchasers. The time will be the essence of contract in case of payment.

Without prejudice to the rights and remedies of the developer under these presents and/or in law, the Purchasers shall be liable to pay interest @ 12% P.A. on all the amounts due and payable by the Purchasers under the agreement if such amount remain unpaid for 7 days or more after becoming due.

5. The possession of the said Flat shall be given by the Developer to the Purchasers after the said building is ready for use and occupation subject to the provisions of clause 4 above hereof, the Developer shall give possession of the said Flat to the Purchasers within 24 (Twenty four) months. The Purchasers shall within 7 (seven) days of receipt by them of the written notice from the developer that the said Flat is ready for the use and occupation shall take possession of the said Flat.

6. The Purchasers shall be entitled to take possession of the said Flat as contemplated in clauses 4 and 5 hereof only if they have duly observed and performed all the obligations and stipulations contained in this agreement on their part to be observed and performed and have also duly paid to the Developer all and whatsoever the amounts are payable by them under this agreement.

7. Notwithstanding anything contained in this agreement or in this clause the Developer shall not incur any liability if they are unable to deliver possession of the said Flat within 24 (Twenty four) months if the completion of the said building is delayed by reason of non-availability of steel, cement or any other building materials or on account of civil commotion, riot or any act of God or on account of any notice, order, rule or notification of the Govt. and/or public body or authority or water connection and/or any

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other necessary facilities, permission or sanction by the Govt., the Municipality and/or any such other or similar public body or authority or on account of any Order of any Court affecting the construction work of the building by way of injunction or other restraint.

8. Nothing herein contained shall be construed as a grant in law to the Purchasers of the said Flat and building to be constructed thereon or any part thereof until a formal Deed of Assignment or Conveyance is executed as hereinafter mentioned.

9. On the Developer's informing the Purchasers that the Flat is ready for taking possession, the Purchasers shall not be entitled to refuse to take possession or delay in taking possession thereof on the ground that in the opinion of the Purchasers some work still remain to be done or completed in or in respect of the said Flat or building. On taking possession the Purchasers shall have no claim against the Developer as to any item of work, i.e. construction, designs, finishing or any other items or quality of work in the said Flat. On the delivery of possession it shall be the sole responsibility of the Purchasers to maintain the Flat in good and tenable repairs in all respects at all times.

10. The Purchasers shall have no claim save and except in respect of the said Flat hereby agreed to be purchased by them. All the other structures on the said land, open space, parking places, lobbies, staircases, terrace etc. will remain to be the property of the Developer/Owners until all the apartments are sold and transferred to the Purchasers thereof and the declarations and deeds of apartment are executed and the Association is formed as provided in the West Bengal Apartment Ownership Act, 1972.

11. Notwithstanding anything herein contained, upon notice in writing from the Developer calling upon the Purchasers to take possession of the said Flat, the Purchasers shall be liable to contribute a monthly sum of money to be fixed later on account of against the outgoings in respect of the said property such as all rates, taxes, assessments, dues, duties and impositions of any kind or nature whatsoever in respect of the said land and/or building thereon or any part thereof as may be charged or imposed by Govt. and/or the Municipality and/or any other competent authority as well as wages of watchmen, sweeper, etc. and other expenses of common benefit irrespective of the fact whether or not the Purchasers have actually taken possession of the Flat, upon notice as aforesaid and until such time all the flats to be constructed are sold to the buyers thereof. Thereafter the Purchasers shall also continue to be liable to contribute to all such common expenses as aforementioned during all the time they would be entitled to

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the said Flat and their contribution shall be in proportion to the area of the Flat and as the Association of the apartment owners shall from time to time decide.

12. The Developer shall comply with the provisions of the West Bengal Apartment Ownership Act, 1972 (hereinafter referred to as "the said Act") and the Purchasers agree to join such Association or Society. On the completion of the building and receipt by the vendor of the full price of all the flats in the said building under this a similar agreements in respect thereof and all other charges and deposits payable by each Purchasers to the Developer under this agreement and similar agreements with other apartment to each Purchasers including the Purchasers herein free from all encumbrances, however, the Vendors will not be obliged to execute the deed of sale until such time as all the flats are sold. All the legal expenses including the expenses of stamp duty and registration charges will be borne by the Purchasers alone.

13. All costs, charges and expenses of preparing, engrossing stamping and registering all the agreements, conveyances, deeds or any other document or documents required to be executed by the Developer or by the Purchasers as well as the entire professional costs of the advocates of the Developer in preparing and approving all such documents shall be borne by the Purchasers in proportion to the area which the Flat agreed to be sold bears to the total built up area of the building.

14. The deed of sale to be executed in favour of the Purchasers will be in the form prepared by the Developer's Advocate and the form will be common to all the flats Purchasers in the said building. The Developer shall furnish a copy of such draft of deed of apartment and after approval the Purchasers shall get the same engrossed and stamped and the Vendors will sign the same. The registration costs for the registration of the document will have to be borne entirely by the Purchasers and G.S.T. will be borne by the Purchasers may be granted from the Tax authority under the prevailing rules.

15. The Developer shall, provided that they does not in any way adversely affect or prejudice the right created in favour of the Purchasers in respect of the said Flat be in liberty to sell, assign or otherwise deal with their own interest in the said land and building and every or any part or parts thereof but without drawing main structure. Any such deal shall be subject to the terms of this agreement.

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Partner

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Devi Prasad Das
Partner

16. Any delay or indulgency by the Developer in enforcing any of the terms of this agreement or any forbearance or giving of time to the Purchasers shall not be construed as a waiver on the part of the Developer of any breach or noncompliance of any term and condition of this agreement by the Purchasers nor shall the same in any manner prejudice the right of the Developer.

17. The Developer hereby covenant with the Purchasers that upon their paying the Developer's dues and performing the terms of this agreement and stipulations herein contained the Purchasers shall peaceably hold and enjoy the Flat without any interference by Developer or Owners or any person rightfully claiming under or in trust for the Developer.

18. The Purchasers covenants with the Developer and through them with the Purchasers of the other flats in the said building that the Purchasers on getting possession of the said Flat shall not demolish or cause to be demolished any construction work in or about the said Flat or any part or portion of the same nor shall at any time make or cause to be made any new construction or work of whatsoever nature in or about the said Flat or any part thereof nor will make any additions or alterations to the said Flat without the previous consent in writing of the Developer or in contravention of any Municipal Rules and Regulations nor without such consent or in such contravention as aforesaid, close any balcony, effect any alterations in the elevation or change the colour scheme of the exposed walls of the verandas, lounges or external walls.

19. The Purchasers shall do all acts and things and sign and execute all other documents and papers as shall be incidental to for due carrying out the performance of the terms of this agreement and for safeguarding the interest of the Developer and other Purchasers of flats in the said building as the Developer may require them to do and execute from time to time.

20. The Purchasers shall duly observe and perform all the rules and regulations which the Association of apartment owners may adopt at its inception and from time to time and at all times for fully and effectively vesting the management and otherwise observe all stipulations and conditions laid in respect of the use and occupation of particular flats by particular members and to ensure regular and punctual payment of contributions and charges. The Purchasers shall observe all the rules and regulations regarding user of common areas.

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Rabul Kay Choudhury
Partner

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Devi Prasad
Partner

16. Any delay or indulgency by the Developer in enforcing any of the terms of this agreement or any forbearance or giving of time to the Purchasers shall not be construed as a waiver on the part of the Developer of any breach or noncompliance of any term and condition of this agreement by the Purchasers nor shall the same in any manner prejudice the right of the Developer.

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21. The balance, if any of the deposits paid by the Purchasers to the Developer mentioned in Para 12 in the Developer's hands, after defraying the expenses in the said clauses mentioned shall be paid and transferred by the Developer to the respective Flat Owners and after transfer of the said property is completed. The said deposits shall not carry any interest.

22. All letters, receipts and/or notice will be issued by the Developer and despatched registered with A/D or Speed Post with A/D to the address of the Purchasers as mentioned at the outset of this agreement and if so dispatched it will be sufficient proof of receipt of the same by the Purchasers and shall effectually discharge the Developer.

23. The Purchasers shall not use or permit to be used the said Flat for any purpose other than residential purpose and the Purchasers shall not cause or permit to be caused any nuisance or annoyance to the occupiers of other flats in the said building.

24. If any question or difference whatsoever shall arise between the parties hereto or their respective legal representatives or between any of the parties hereto and the legal representatives of the other of them touching this agreement or any matter or things contained or the construction thereof or as to any matter in any way connected therewith or arising thereout or the operation thereof or the rights and liabilities of either of the parties then and in any such case the matter in difference shall be referred to arbitration and such arbitration shall be governed and be subject to the provisions of the Indian Arbitration and Conciliation Act, 1996 or any statutory modification or enactment thereof for the time being in force.

25. Subject to the other provisions of this agreement, the sale of the said Flat will be completed within 24 (Twenty four) months.

26. The Developer and all other necessary parties if any, interested in the said property shall make and execute the deed of sale in terms of the draft to be prepared by the Developer's Advocate as aforesaid.

27. The Developer shall pay all the outgoings including ground rent, taxes, etc. pertaining to the property up to the date of the handing over possession of the Flat and the same, if necessary may be apportioned as on the said date between the Developer on the one hand and the Purchasers and other Purchasers of the other flats on the other hand.

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Partner

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Devi Prasad Das
Partner

28. If before the completion of the sale of the said Flat to the Purchasers, the said whole building including the said Flat is notified by the Govt. or any other authority for acquisition or requisition the Purchasers will not be entitled to cancel this agreement but in the case of acquisition of the whole building including the said Flat the Purchasers will be entitled to refund of the amount paid by them to the Developer under this agreement as the price of the said flat or to a proportionate part thereof in case the compensation awarded for the property is less than the cost incurred by the Developer for the construction of the building including the price of the land out of the compensation if and when awarded by the Govt. or other authority (But not otherwise). In case of requisition of the said apartment the Purchasers will be entitled to the compensation that will be awarded by the requisitioning authority and same as aforesaid all their liabilities under this agreement and subsequently as the Owners of the said apartment will continue to subsist.

29. If for any reason whatsoever, the Purchasers fails to complete the deal within the stipulated period or the Purchasers expresses their willingness to cancel/repudiate the agreement out of their own accord, in such event, the Developer shall refund the advance so paid by the Purchasers, deducting 15% therefrom as incidental costs and the advance so return shall not carry any interest.

30. If the Developer willfully fails to complete the sale within the stipulated time, the Developer will be liable to refund to the Purchasers the amount of earnest money and all other moneys paid to him by the Purchasers forthwith with interest @ 12% P.A. till repayment and all costs, charges and expenses incurred by the Purchasers for any incidental to this agreement till then.

31. That if any unforeseen reasons, the construction of the Flat be not completed within the stipulated period then the time will be extended for another 6 (Six) months by mutual consent.

32. That for any change of specification as given in Schedule 'G' hereinbelow or for any extra work, if the Developer has to bear extra costs, the same will be exclusively borne by the Purchasers.

IN WITNESS WHEREOF We, the parties hereto have set and subscribed our respective hands and seals on the day, month and year first above written.

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Babul Ray Choudhury
Partner

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Devi Prasad Debnath
Partner

28. If before the completion of the sale of the said Flat to the Purchasers, the said whole building including the said Flat is notified by the Govt. or any other authority for acquisition or requisition the Purchasers will not be entitled to cancel this agreement but in the case of acquisition of the whole building including the said Flat the Purchasers will be entitled to refund of the amount paid by them to the Developer under this agreement as the price of the said flat or to a proportionate part thereof in case the compensation awarded for the property is less than the cost incurred by the Developer for the construction of the building including the price of the land out of the compensation if and when awarded by the Govt. or other authority (But not otherwise). In case of requisition of the said apartment the Purchasers will be entitled to the compensation that will be awarded by the requisitioning authority and same as aforesaid all their liabilities under this agreement and subsequently as the Owners of the said apartment will continue to subsist.

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31. That if any unforeseen reasons, the construction of the Flat be not completed within the stipulated period then the time will be extended for another 6 (Six) months by mutual consent.

32. That for any change of specification as given in Schedule 'G' hereinbelow or for any extra work, if the Developer has to bear extra costs, the same will be exclusively borne by the Purchasers.

IN WITNESS WHEREOF We, the parties hereto have set and subscribed our respective hands and seals on the day, month and year first above written.

AASHRAY

Babub Ray Choudhary
Partner

AASHRAY

Devi Prasad Debra
Partner

THE SCHEDULE "A" ABOVE REFERRED TO :

(THE LAND)

ALL THAT piece or parcel of Viti Land measuring 0.158 Acres (Zero point One Five Eight Acres) from L.R. Dag Nos.3939, 3937 and 3938 appertains to L.R. Khatian Nos.4476 and 4437 of Mouza Kapasdanga, J.L No.10, P.S. Chinsurah, Dist. Hooghly. The property is included in Municipal Holding Nos.217/276/37 and 215/274/37, Mohalla Bardwari in Ward No.10 of the Hooghly Chinsurah Municipality. Annual rent is payable to the B.L. & L.R.O. at Lichubagan, Bandel, Hooghly on behalf of the state of West Bengal.

The property is butted and bounded by :-

North :

South :

East :

West :

THE SCHEDULE "B" ABOVE REFERRED TO :

(THE BUILDING)

The building is to be constructed in Five Storied (Ground plus Four) on the land situated at Holding Nos.217/276/37 and 215/274/37, Mohalla Bardwari in Ward No.10 of the Hooghly Chinsurah Municipality on the land described in the "A" Schedule hereinabove Vide sanctioned Plan No..... dated and named and known as "DEVANGAN APARTMENT".

THE SCHEDULE "C" ABOVE REFERRED TO :

(DESCRIPTION OF FLAT)

ALL THAT the Residential Flat No..... on the Floor of the building to be constructed and mentioned in the Schedule "B" having a Super built up Area Sft. (.....Sft.) (Covered Area Sft.) a little more or less including proportionate share of underneath land and common portions.

The Flat is butted and bounded by :-

North :

South :

East :

West :

AASHRAY

Babul Roy Chowdhury
Partner

AASHRAY

Devi Prasad
Partner

THE SCHEDULE "D" ABOVE REFERRED TO :
(TOTAL CONSIDERATION)

The total consideration money of Rs...../- (Rupees.....) only.
The total consideration money will increase or decrease if the Super built up Area increase or decrease of the said Flat.

THE SCHEDULE "E" ABOVE REFERRED TO :
(TERMS OF PAYMENT)

- a) Rs...../- (Rupees.....) only as booking money.
- b) Rs...../- (Rupees.....) only as advance and/or earnest money.
- c) Rs...../- (Rupees.....) only to be paid within
- d) Rs...../- (Rupees.....) only to be paid within
- e) Balance amount of Rs...../- (Rupees.....) only to be paid within 24 (Twenty four) months or at the time of execution and registration of the sale deed which will have to be completed within 24 (Twenty four) months.

THE SCHEDULE "F" ABOVE REFERRED TO :
(COMMON FACILITIES) :

1. Drain/Sewerage/Pipe from the building to the Municipal Drain.
2. Water pump with water distribution pipe (save those inside flat).
3. Electrical installations including transformer and substation for receiving electricity to supply and distribute etc. The cost for installation of Transformer will be borne by the Purchasers proportionately.
4. Electrical wiring/fittings and other accessories for lighting the common areas.
5. Water sewerage, septic tank, overhead tank etc.
6. Sewer common to the building.
7. Main gate to the premises and the building.
8. Deep Tube well.
9. Accessibility to the roof.
10. Use of staircase space.
11. Use of electric meter room.
12. Use of common space, common passage, lobby.
13. Use of Lift.

THE SCHEDULE "G" ABOVE REFERRED TO :
(SPECIFICATION) :

Foundation ;

- 1) Earthwork in excavation as per detail supplied by the soil testing designer.
- 2) Foundation to be completed as per specification and design supplied by the soil testers.

Superstructure ;

AASHRAY

Babul Ray Choudhary
Partner

AASHRAY

Devi Prasad
Partner

THE SCHEDULE "D" ABOVE REFERRED TO :
(TOTAL CONSIDERATION)

The total consideration money of Rs...../- (Rupees.....) only.
The total consideration money will increase or decrease if the Super built up Area increase or decrease of the said Flat.

THE SCHEDULE "E" ABOVE REFERRED TO :
(TERMS OF PAYMENT)

- a) Rs...../- (Rupees.....) only as booking money.
- b) Rs...../- (Rupees.....) only as advance and/or earnest money.
- c) Rs...../- (Rupees.....) only to be paid within
- d) Rs...../- (Rupees.....) only to be paid within
- e) Balance amount of Rs...../- (Rupees.....) only to be paid within 24 (Twenty four) months or at the time of execution and registration of the sale deed which will have to be completed within 24 (Twenty four) months.

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(COMMON FACILITIES) :

1. Drain/Sewerage/Pipe from the building to the Municipal Drain.
2. Water pump with water distribution pipe (save those inside flat).
3. Electrical installations including transformer and substation for receiving electricity to supply and distribute etc. The cost for installation of Transformer will be borne by the Purchasers proportionately.
4. Electrical wiring/fittings and other accessories for lighting the common areas.
5. Water sewerage, septic tank, overhead tank etc.
6. Sewer common to the building.
7. Main gate to the premises and the building.
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THE SCHEDULE "G" ABOVE REFERRED TO :
(SPECIFICATION) :

Foundation ;

- 1) Earthwork in excavation as per detail supplied by the soil testing designer.
- 2) Foundation to be completed as per specification and design supplied by the soil testers.

Superstructure ;

AASHRAY

Babul Roy Choudhary
Partner

AASHRAY

Devi Prasad
Partner

- 3) All Reinforced cement concrete works bearing ratio 1:1.5:3 (cement : coarse sandstone chips) and all Plain Cement concrete works bearing ratio 1 : 3 : 6 (cement : coarse sand : stone chips) or as mentioned in the municipal sanctioned plan, should be completed with ACC/Ultratech/Ambuja or likewise cement, steel of TATA/ELEGAN or likewise, coarse sand to be used and stone chips of required shape and size as specified by the engineer-in-charge is to be used.
- 4) All bricks of 1st class concrete Hollow block/AAC Block with good shape and size having satisfactory sound and colour with satisfactory crushing strength is to be used.
- 5) All structural works to be done as per approved drawing and design from Municipal Authority.
- 6) All brickworks concrete Hollow block/AAC Block to be done with cement mortar 1:6 or as per ratio to be specified by the engineer-in-charge time to time.
- 7) All plaster works over brickwork concrete Hollow block/AAC Block and concrete works to be completed with cement mortar of specified thickness and ratio as mentioned in municipal sanctioned plan with proper curing.
- 8) All flooring works to be done with ceramic/vitrified tiles of standard size, Glazed tiles of approved brand are to be used on walls of bathrooms, kitchens and other places of washings up to required height. And all electrical works to be of concealed wiring of renowned brand bearing ISI marks and having proper earthing.
- 9) All sanitary and plumbing works to be completed with materials of standard and approved equality, ~~of standard quality~~. The pipelining should be of TATA likewise, medium and of PVC as the place of application may be. This is to be decided by the site engineer. All night soil, outlet pipes and rain water pipes are to be of PVC of approved brand with ISI marks.
- 10) All painting works to be done with of best quality PUTTY works under proper supervision of interior designer/site engineer.
- 11) All window shutter works to be of aluminium sliding type. It should have thickness of proper gauge and glass fitted which is to be checked by the site engineer.
- 12) All partition doors is of flush type with proper section to be used for all doors.

AASHRAY

Babul Ray Choudhury
Partner

AASHRAY

Devi Prasad Datta
Partner

13) All grill works is to be of square bar having. 9mm x 9mm size with joints properly machine grinded and of design selected by the architect under proper supervision of site engineer.

14) Any other works that should be carried out must come under the knowledge of site engineer who will follow the sanctioned plan or with proper specification

Signed, Sealed and Delivered
in the presence of :-

1)

(SIGNATURE OF THE VENDORS/
OWNERS)

2)

(SIGNATURE OF THE DEVELOPER)

(SIGNATURE OF THE PURCHASERS)

AASHRAY
Babul Roy Choudhury
Partner

ASHRAY
Devi Prasad Choudhury
Partner

MEMO OF CONSIDERATION

Received by the withinnamed Developer from the withinnamed Purchasers the sum of Rs...../- (Rupees.....) only as per memo below :-

MEMO

Signed, Sealed and Delivered
in the presence of :-

1)

(SIGNATURE OF THE VENDORS/
OWNERS)

2)

(SIGNATURE OF THE DEVELOPER)

Typed by me.

Chinsurah Court, Hooghly.

AASHRAY
Babul Roy, Chinsurah
Partner

AASHRAY
Devi Prasad
Partner