

THIS AGREEMENT FOR SALE is made on this the day of August, Two Thousand
Nineteen

B E T W E E N

(1) **ELITE MERCHANTS PVT. LTD.**, a company incorporated under the companies Act, 1956, having its registered office at 2, Rowland Road, Post Office – Lala Lajpat Roy Sarani, Police Station - Ballygunge, Kolkata – 700 020, having PAN AAACE7547D (2) **B.U. GARDENS PVT. LTD.**, a company incorporated under the companies Act, 1956, having its registered office at 2, Rowland Road, Kolkata – 700 020, having PAN AACCB2595A (3) **DEVELOPMENT CORPORATION PVT. LTD.**, a company incorporated under the companies Act, 1956, having its registered office at 2, Rowland Road, Kolkata – 700 020, having PAN AABCD0747K (4) **GOONJA TRADING PVT. LTD.**, a company incorporated under the companies Act, 1956, having its registered office at 2, Rowland Road, Kolkata – 700 020, having PAN AABCG8154B (5) **BHOONATH**

MARKETING PVT. LTD., a company incorporated under the companies Act, 1956, having its registered office at 2, Rowland Road, Kolkata – 700 020, having PAN AABCB3659C (6) **B.U. FARMS PVT. LTD.**, a company incorporated under the companies Act, 1956, having its registered office at 2, Rowland Road, Kolkata – 700 020, having PAN AACCB2450L (7) **CLARITY MERCHANTILE PVT. LTD.**, a company incorporated under the companies Act, 1956, having its registered office at 2, Rowland Road, Kolkata – 700 020, having PAN AABCC1713E (8) **RIDDHI SIDDHI CONCLAVE PVT. LTD.**, a company incorporated under the companies Act, 1956, having its registered office at 2, Rowland Road, Kolkata – 700 020, having PAN AADCR9605C (9) **RIDDHI SIDDHI COMPLEX PVT. LTD.**, a company incorporated under the companies Act, 1956, having its registered office at 2, Rowland Road, Kolkata – 700 020, having PAN AADCR9606B (10) **SPARTAN CONSULTANTS & FINVEST PVT. LTD.**, a company incorporated under the companies Act, 1956, having its registered office at 2, Rowland Road, Kolkata – 700 020, having PAN AA ECS4687G (11) **FIZZA FINVEST PVT. LTD.**, a company incorporated under the companies Act, 1956, having its registered office at 2, Rowland Road, Kolkata – 700 020, having PAN AAACF4417D, all hereinafter collectively called and referred to as the “**OWNERS/VENDORS**” (which expression unless repugnant to the context shall mean and include their successors-in-office, administrators, representatives and assigns) of the **FIRST PART.**

All the companies are represented by one of their directors **SRI SANJIV DABRIWAL**, son of Sri Dwarka Prasad Dabriwal, residing at 2, Rowland Road, Post Office – Lala Lajpat Roy Sarani, Police Station - Ballygunge, Kolkata – 700 020, having PAN ADEPD7510M

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GURUKRIPA REALCON LLP (PAN AAOFG0841K), a company incorporated under the Companies Act, 1956, having its registered office at 73, Bangur Avenue, Block ‘C’, Ground Floor, Post Office – Bangur Avenue, Police Station – Lake Town, Kolkata – 700 055, hereinafter called and referred to as the “**DEVELOPER**” (which expression unless repugnant to the context shall mean and include its successors-in-office, administrators, representatives and assigns) of the **SECOND PART**.

The company hereto is represented by its directors (1) SRI YOGESH ROHRA (PAN ADKPR 3778D), son of late Tirath Das Rohra, residing at 73, Bangur Avenue, Block ‘C’, Post Office – Bangur Avenue, Police Station – Lake Town, Kolkata – 700 055, and (2) SRI VIJAY AGARWAL (PAN ADAPA3270F), son of late Kishanchand Agarwal, residing at 5A, Suhasini Ganguly Sarani, Post Office Bhowanipore, Police Station - Kalighat, Kolkata – 700 025, (3) SRI GOPAL AGARWAL (PAN ACXPA6078K), son of late Kishanchand Agarwal, residing at 5A, Suhasini Ganguly Sarani, Post Office Bhowanipore, Police Station - Kalighat, Kolkata – 700 025, and (4) SRI SONU ROHRA (PAN AIRPR2484C), son of Sri Harish Rohra, residing at 73, Bangur Avenue, Block ‘C’, Post Office – Bangur Avenue, Police Station – Lake Town, Kolkata – 700 055,

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SRI/SMT (PAN) son/wife of
by nationality – Indian, by fauth – Hindu,
residing at .

Post Office – , Police Station –
Kolkata – 700 0 , hereinafter called and referred to
as the “**PURCHASER**” (which expression unless repugnant to the context shall mean

and include his heirs, executors, administrators, representatives and assigns) of the THIRD PART.

WHEREAS

DEVOLUTION OF TITLE :

A.1. One Paharpur Cooling Towers Limited was sole and absolute owner and in peaceful position of Sali land admeasuring 7 kattha 8 chittack more or less comprised in R.S. Dag No. 792, R.S. Khatian No. 525, Mouza – Joka, J.L. no. 21, Police Station - Thakurpukur, Dist. : 24-Parganas South.

2. By virtue of a deed of sale executed on 15.07.2010 said Paharpur Cooling Towers Limited sold conveyed and transferred the aforesaid land in favour of Elite Merchants Pvt. Ltd. (owner no. 1 herein). The deed of sale was registered in the office of the ADSR Behala and recorded in Book No. I, C.D Volume No. 17, Pages 6207 to 6220, Being Deed No. 7025 for the year 2010.

3. After being owner of the aforesaid land Elite Merchants Pvt. Ltd. mutated their name with the Kolkata Municipal Corporation and obtained premises no. 282/29/1/7, Diamond Park, ward No. 144, Kolkata – 700 104 and assessee No. being 71-144-05-0864-2 under Memo No. DM/TNTRD/JK I-II/48-15 Dt. 31.05.2014.

4. Thereafter Elite Merchants Pvt. Ltd. applied for and obtained no objection certificate from land acquisition department as the land is not affected in any L.A. proceedings under Memo No. L.A. (Inf) 968 dt. 18.03.2014.

5. Thereafter Elite Merchants Pvt. Ltd. applied for and obtained no objection certificate from the office of the Urban Land Ceiling Officer Sadar, Alipore, 24-Parganas (South) as the land is not vested under Memo No. 1479/ULC dt. 17.01.2014.

6. Elite Merchants Pvt. Ltd. also mutated their name in the Record of Rights (Porcha) dt. 24.11.2011 under Khatian No. 2949 in L.R. Dag No. 792 having 12 Decimals of land.

7. Elite Merchants Pvt. Ltd. also paid the up to date Khajna (Tax) being No. 2568150 dt. 28.05.2014.

8. Elite Merchants Pvt. Ltd. also applied and obtained conversion certificate being conversion memo no. 6/P/429 dt. 27.03.2014.

B.1. Paharpur Cooling Towers Limited was absolute owner and in peaceful position of Sali land admeasuring 4 kattha 12 chittack more or less comprised in R.S. Dag No. 792, R.S. Khatian No. 525, Mouza – Joka, J.L. no. 21, P.S. Thakurpukur, Dist. : 24-Parganas South

2. By virtue of a Deed of sale executed on 15.07.2010 said Paharpur Cooling Towers Limited sold conveyed and transferred the aforesaid land in favour of B.U. Gardens Pvt. Ltd. (owner no. 2 herein). The deed of sale was registered in the office of the ADSR Behala and recorded in Book No. I, CD Volume No. 17, Pages 6221 to 6234, Being Deed No. 7026 for the year 2010 .

3. After being owner of the aforesaid land said B.U. Gardens Pvt. Ltd. mutated their name with the Kolkata Municipal Corporation and obtained premises no. 282/29/1/2, Diamond Park, ward No. 144, Kolkata – 700 104 and assessee No. being 71-144-05-0859-9 under Memo No. DM/TNTRD/JK I-II/14-15 dt. 31.05.2014.

4. Thereafter B.U. Gardens Pvt. Ltd. applied for and obtained no objection certificate from Land Acquisition Department as the land is not affected in any L.A. proceedings under Memo No. L.A.(Inf) 968 dt. 18.03.2014.

5. Thereafter B.U. Gardens Pvt. Ltd. applied for and obtained no objection certificate from the office of the Urban Land Ceiling Officer Sadar, Alipore, 24-Pgs. (south) as the land is not vested under Mrmo No. 1479/ULC dt. 17.01.2014.

6. B.U. Gardens Pvt. Ltd.. also mutated their name in the record of Rights (Porcha) dt. 24.11.2011 under Khatian No. 2137 in L.R. Dag No. 792 having 08 Decimals of land.

7. B.U. Gardens Pvt. Ltd.. also paid the up to date khajna (tax) Being no. 2568138 dt. 28.05.2014.

8. B.U. Gardens Pvt. Ltd.. also applied and obtained conversion certificate being conversion memo no. 1/1127 dt. 24.08.2012.

C.1. Paharpur Cooling Towers Limited was the full and absolute owner and in vacant position of Sali land admeasuring 4 kattaha 6 chittack, more or less comprised in R.S. Dag

No. 792, R.S. Khatian No. 525, Mouza – Joka, J.L. no. 21, P.S. Thakurpukur, Dist. 24-Parganas South.

2. By virtue of a Deed of Sale executed on 15.07.2010 said Paharpur Cooling Towers Limited sold conveyed and transferred the aforesaid land in favour of Development Corporation Pvt. Ltd., The said deed was registered in the office of the ADSR Behala and recorded in Book No. I, CD Volume No. 17, Pages 6235 to 6248, being deed No. 7027 for year 2010 and thus by virtue of the above purchase M/s. B.U. Gardens Pvt. Ltd. become the absolute owner of the aforesaid land.

3. After being owner of the aforesaid land said Development Corporation Pvt. Ltd., (Company) mutated their name with the Kolkata Municipal Corporation and obtained premises no. being 282/29/1/7, Diamond Park, Ward No. 144, Kolkata – 700 104 and assessee No. being 71-144-05-0864-2 under Memo No. DM/INTRD/JK I-II/48/14-15 dt. 31.05.2014.

4. Thereafter Development Corporation Pvt. Ltd., applied for and obtained No. objection certificate from land acquisition department as the land is not affected in any LA proceedings under Memo no. L.A.(Inf) 968 dt. 18.03.2014.

5. Thereafter Development Corporation Pvt. Ltd., applied for and obtained No objection certificate from the office of the Urban Land Ceiling Officer Sadar, Alipore, 24-Parganas (south) as the land is not vested under Memo No. 1479/ULC dt. 17.01.2014.

6. Development Corporation Pvt. Ltd., also mutated their name in the record of rights (Porcha) dt. 09.12.2011 under Khatian No. 2947 in L.R. Dag No. 792 having 07 decimals of land.

7. Development Corporation Pvt. Ltd., also paid the up to date khajna (Tax) being no. 2568137 dt. 28.05.2014.

8. Development Corporation Pvt. Ltd., also applied and obtained conversion certificate being conversion memo no. 1/1073 dt. 16.08.2012

D. 1. M/s. Paharpur Cooling Towers Limited was the full and absolute owner and in vacant position of Sali land admeasuring 1 kattaha 12 chittack more or less comprised in R.S. Dag No. 792, R.S. Khatian No. 525, Mouza Joka, J.L. No. 21, Police Station - Thakurpukur, Dist.: 24-Parganas South.

2. By virtue of a deed of sale executed on 15.07.2010 said Paharpur Cooling Towers Limited sold conveyed and transferred the aforesaid land in favour of Goonja Trading Pvt. Ltd. (owner no. 4 herein). Said deed was registered in the office of the ADSR Behala and recorded in Book No. I, CD Volume No. 17, Pages 6249 to 6262, Being Deed No. 7029 for the year 2010 and thus by virtue of the above purchase M/s. Development Corporation Pvt. Ltd. become the absolute owner of the aforesaid land.

3. After being owner of the aforesaid land said Goonja Trading Pvt. Ltd. mutated their name with the Kolkata Municipal Corporation and obtained premises No. being 282/29/1/4,

Diamond Park, Ward No. 144, Kolkata – 700 104 and Assessee No. being 71-144-05-0861-7 under Memo No. DM/TNTRD/L/JK I –II/009/14-15 dt. 31.05.2014.

4. Thereafter Goonja Trading Pvt. Ltd. applied for and obtained no objection certificate from Land Acquisition Department as the land is not affected in any L.A. proceedings under Memo No. L.A. (Inf) 968 dt. 18.03.2014.

5. Thereafter Goonja Trading Pvt. Ltd. applied for and obtained no objection certificate from the office of the Urban Land Ceiling Officer Sadar, alipore, 24-Pgs. (South) as the land is not vested under Memo no. 1479/ULC dt. 17.01.2014.

6. Goonja Trading Pvt. Ltd.. also mutated their name in the Record of Rights (Porcha) dt. 01.12.2011 under Khatian No. 2940 in L.R. Dag No. 792 having 07 decimals of land.

7. Goonja Trading Pvt. Ltd.. also paid the up to date khajna (Tax) being No. 2568143 dt.. 28.05.2014.

8. Goonja Trading Pvt. Ltd.. also applied and obtained conversion certificate being conversion memo no. 1/1122 dt. 24.08.2012.

E. 1. M/s. Paharpur Cooling Towers Limited was the full and absolute owner and in vacant position of Sali land admeasuring 3 kattaha 9 chittack 25 square feet more or less comprised in R.S. Dag No. 792, R.S. Khatian No. 525, Mouza Joka, J.L. No. 21, P.S. Thakurpukur, Dist.: 24-Parganas South.

2. By virtue of a deed of sale executed on 15.07.2010 said Paharpur Cooling Towers Limited sold conveyed and transferred the aforesaid land in favour of Bhoothnath Marketing Pvt. Ltd. (owner no. 5 herein). The deed was registered in the office of the ADSR Behala and recorded in Book No. I, CD Volume No. 17, Pages 6263to 6276, Being Deed No. 7030 for the year 2010.

3. After being owner of the aforesaid land said Bhoothnath Marketing Pvt. Ltd. mutated their name with the Kolkata Municipal Corporation and obtained premises No. being 282/29/1/6, Diamond Park, Ward No. 144, Kolkata – 700 104 and Assessee No. being 71-144-05-0863-0 under Memo No. DMTRD/JK I–II/47/14-15 dt. 31.05.2014.

4. Thereafter Bhoothnath Marketing Pvt. Ltd. applied for and obtained no objection certificate from Land Acquisition Department as the land is not affected in any L.A. proceedings under Memo No. L.A. (Inf) 968 dt. 18.03.2014.

5. Thereafter Bhoothnath Marketing Pvt. Ltd. applied for and obtained no objection certificate from the office of the Urban Land Ceiling Officer Sadar, Alipore, 24-Pgs. (South) as the land is not vested under Memo no. 1479/ULC dt. 17.01.2014.

6. Bhoothnath Marketing Pvt. Ltd. also mutated their name in the Record of Rights (Porcha) dt. 01.12.2011 under Khatian No. 2961 in L.R. Dag No. 792 having 06 decimals of land.

7. Bhoothnath Marketing Pvt. Ltd. also paid the up to date khajna (Tax) being No. 2568148 dt. 28.05.2014.

8. Bhoothnath Marketing Pvt. Ltd. also applied and obtained conversion certificate being conversion memo no. 1/596 dt. 07.06.2012.

F. 1. Paharpur Cooling Towers Limited was absolute owner and in vacant position of Sali land admeasuring 3 kattaha 13 chittack 25 square feet more or less comprised in R.S. Dag No. 792, R.S. Khatian No. 525, Mouza Joka, J.L. No. 21, Police Station - Thakurpukur, Dist.: 24-Parganas South.

2. By virtue of a deed of sale executed on 15.07.2010 said Paharpur Cooling Towers Limited sold conveyed and transferred the aforesaid land in favour of B.U. Farms Pvt. Ltd. (owner no. 6 herein). The deed was registered in the office of the ADSR Behala and recorded in Book No. I, CD Volume No. 17, Pages 6277 to 6290, Being Deed No. 7031 for the year 2010.

3. After being owner of the aforesaid land said B.U, Farms Pvt. Ltd (Company) mutated their name with the Kolkata Municipal Corporation and obtained premises No. being 282/29/1/3, Diamond Park, Ward No. 144, Kolkata – 700 104 and Assessee No. being 71-144-05-0860-5 under Memo No. DM/TNTRD/JK I –II/46/14-15 dt. 31.05.2014.

4. Thereafter B.U, Farms Pvt. Ltd applied for and obtained no objection certificate from Land Acquisition Department as the land is not affected in any L.A. proceedings under Memo No. L.A. (Inf) 968 dt. 18.03.2014.

5. Thereafter B.U, Farms Pvt. Ltd applied for and obtained no objection certificate from the office of the Urban Land Ceiling Officer Sadar, Alipore, 24-Pgs. (South) as the land is not vested under Memo no. 1479/ULC dt. 17.01.2014.

6. B.U, Farms Pvt. Ltd. also mutated their name in the Record of Rights (Porcha) dt. 09.12.2011 under Khatian No. 2941 in L.R. Dag No. 792 having 06 decimals of land.

7. B.U, Farms Pvt. Ltd also paid the up to date khajna (Tax) being No. 2568145 dt. 28.05.2014.

8. B.U. Farms Pvt. Ltd also applied and obtained conversion certificate being conversion memo no. 1/1074 dt. 16.08.2012

G. 1. Paharpur Cooling Towers Limited was absolute owner and in vacant position of Sali land admeasuring 1 kattaha 15 chittack 29 square feet more or less comprised in R.S. Dag No. 792, R.S. Khatian No. 525, Mouza Joka, J.L. No. 21, Police Station - Thakurpukur, Dist.: 24-Parganas South.

2. By virtue of registered deed of sale dt. 15.07.2010 said Paharpur Cooling Towers Limited sold conveyed and transferred the aforesaid land in favour of Clarity Mercantile Pvt. Ltd. (owner no. 6 herein). The deed was registered in the office of the ADSR Behala and recorded in Book No. I, CD Volume No. 17, Pages 6291 to 6304, Being Deed No. 7032 for the year 2010 .

3. After being owner of the aforesaid land said Clarity Mercantile Pvt. Ltd mutated their name with the Kolkata Municipal Corporation and obtained premises No. being 282/29/1/5, Diamond Park, Ward No. 144, Kolkata – 700 104 and Assessee No. being 71-144-05-0862-9 under Memo No. DM/TNTRD/L/JK I–II/007/14-15 dt. 04.04.2014.
 4. Thereafter Clarity Mercantile Pvt. Ltd applied for and obtained no objection certificate from Land Acquisition Department as the land is not affected in any L.A. proceedings under Memo No. L.A. (Inf) 968 dt. 18.03.2014.
 5. Thereafter Clarity Mercantile Pvt. Ltd applied for and obtained no objection certificate from the office of the Urban Land Ceiling Officer Sadar, Alipore, 24-Pgs. (South) as the land is not vested under Memo no. 1479/ULC dt. 17.01.2014.
 6. Clarity Mercantile Pvt. Ltd also mutated their name in the Record of Rights (Porcha) dt. 29.11.2011 under Khatian No. 2948 in L.R. Dag No. 792 having 03 decimals of land.
 7. Clarity Mercantile Pvt. Ltd also paid the up to date khajna (Tax) being No. 2568144 dt. 28.05.2014.
 8. Clarity Mercantile Pvt. Ltd also applied and obtained conversion certificate being conversion memo no. 1/1069 dt. 16.08.2012.
- H. 1. Paharpur Cooling Towers Limited was absolute owner and in vacant position of Sali land admeasuring 1 kattaha 2 chittack 22 square feet more or less comprised in R.S.

Dag No. 792, R.S. Khatian No. 525, Mouza Joka, J.L. No. 21, Police Station - Thakurpukur,
Dist.: 24-Parganas South.

2. By virtue of registered deed of sale executed on 15.07.2010 the said Paharpur Cooling Towers Limited sold conveyed and transferred the aforesaid land in favour of Riddhi Siddhi Conclave Pvt. Ltd. (owner no. 8). The deed was registered in the office of the ADSR Behala and recorded in Book No. I, CD Volume No. 17, Pages 6305 to 6318, Being Deed No. 7033 for the year 2010.

3. After being owner of the aforesaid land said Riddhi Siddhi Conclave Pvt. Ltd. mutated their name with the Kolkata Municipal Corporation and obtained premises No. being 282/29/1/7, Diamond Park, Ward No. 144, Kolkata – 700 104 and Assessee No. being 71-144-05-0864-2 under Memo No. DMTRD/JK I-II/48/14-15 Dt. 31.05.2014.

4. Thereafter Riddhi Siddhi Conclave Pvt. Ltd. applied for and obtained no objection certificate from Land Acquisition Department as the land is not affected in any L.A. proceedings under Memo No. L.A. (Inf) 968 dt. 18.03.2014.

5. Thereafter Riddhi Siddhi Conclave Pvt. Ltd. applied for and obtained no objection certificate from the office of the Urban Land Ceiling Officer Sadar, Alipore, 24-Pgs. (South) as the land is not vested under Memo no. 1479/ULC dt. 17.01.2014.

6. Riddhi Siddhi Conclave Pvt. Ltd. also mutated their name in the Record of Rights (Porcha) dt. 09.12.2011 under Khatian No. 2962 in L.R. Dag No. 792 having 03 decimals of land.

7. Riddhi Siddhi Conclave Pvt. Ltd. also paid the up to date khajna (Tax) being No. 2568139 dt. 28.05.2014.

8. Riddhi Siddhi Conclave Pvt. Ltd. also applied and obtained conversion certificate being conversion memo no. 1/1121dt. 24.08.2012.

I. 1. M/s. Paharpur Cooling Towers Limited was absolute owner and in vacant position of Sali land admeasuring 5 kattaha 0 chittack 0 square feet more or less comprised in R.S. Dag No. 792, R.S. Khatian No. 525, Mouza Joka, J.L. No. 21, Police Station - Thakurpukur, Dist.: 24-Parganas South.

2. By virtue of a deed of sale executed on 15.07.2010 said Paharpur Cooling Towers Limited sold conveyed and transferred the aforesaid land in favour of Riddhi Siddhi Complex Pvt. Ltd. (owner no. 9 herein). The deed was registered in the office of the ADSR Behala and recorded in Book No. I, CD Volume No. 17, Pages 6319 to 6332, Being Deed No. 7034 for the year 2010.

3. After being owner of the aforesaid land said Riddhi Siddhi Complex Pvt. Ltd. mutated their name with the Kolkata Municipal Corporation and obtained premises No. being 282/29/1/7, Diamond Park, Ward No. 144, Kolkata – 700 104 and Assessee No. being 71-144-05-0864-2 under Memo No. DM/TNTRD/JK I–II/48/14-15 dt. 31.05.2014.

4. Thereafter Riddhi Siddhi Complex Pvt. Ltd. applied for and obtained no objection certificate from Land Acquisition Department as the land is not affected in any L.A. proceedings under Memo No. L.A. (Inf) 968 dt. 18.03.2014.

5. Thereafter Riddhi Siddhi Complex Pvt. Ltd. applied for and obtained no objection certificate from the office of the Urban Land Ceiling Officer Sadar, Alipore, 24-Pgs. (South) as the land is not vested under Memo no. 1479/ULC dt. 17.01.2014.

6. Riddhi Siddhi Complex Pvt. Ltd. also mutated their name in the Record of Rights (Porcha) dt. 29.12.2011 under Khatian No. 2950 in L.R. Dag No. 792 having 08 decimals of land.

7. Riddhi Siddhi Complex Pvt. Ltd.. also paid the up to date khajna (Tax) being No. 2568149 dt. 28.05.2014.

8. Riddhi Siddhi Complex Pvt. Ltd.. also applied and obtained conversion certificate being conversion Memo No. 1/592 dt. 07.06.2012.

J. 1. One Pranati Banerjee and others were absolute owner and in vacant position of Sali land admeasuring 4 kattaha 5 chittack 12.5 square feet more or less comprised in R.S. Dag No. 795, LR dag no. 795/1050, R.S. Khatian No. 503, Mouza Joka, J.L. No. 21, Police Station - Thakurpukur, Dist.: 24-Parganas South.

2. By virtue of a deed of sale executed on 19.04.2010 said Pranati Banerjee and others sold conveyed and transferred the aforesaid land in favour of Spartan Consultants & Finvest

Pvt. Ltd. (owner no. 10 herein). The deed was registered in the office of the ADSR Behala and recorded in Book No. I, CD Volume No. 10, Pages 5960 to 5976, Being Deed No. 4056 for the year 2010 .

3. After being owner of the aforesaid land said Spartan Consultants & Finvest Pvt. Ltd. mutated their name with the Kolkata Municipal Corporation and obtained premises No. being 282/29/1/1, Diamond Park, Ward No. 144, Kolkata – 700 104 and Assessee No. being 71-144-05-0858-7 under Memo No. DMTNTRD/JK I-II/45/14-15 dt. 31.05.2014.

4. Spartan Consultants & Finvest Pvt. Ltd. also mutated their name in the Record of Rights (Porcha) dt. 27.01.2012 under Khatian No. 2980 in L.R. Dag No. 795/1050 having 07 decimals of land.

5. The company also paid the up to date khajna (Tax) being No. 2568146 dt. 28.05.2014.

6. Spartan Consultants & Finvest Pvt. Ltd also applied and obtained conversion certificate being conversion Memo No. 1/1072 dt. 16.08.2012.

K. 1. Ms. Pranati Banerjee and others were absolute owners and in vacant position of Sali land admeasuring 4 kattaha 5 chittack 12.5 square feet more or less comprised in R.S. Dag No. 795, L.R. Dag No. 795/1050, R.S. Khatian No. 503, Mouza Joka, J.L. No. 21, Police Station - Thakurpukur, Dist.: 24-Parganas South.

2. By virtue of a deed of sale executed on 19.04.2010 said Ms. Pranati Banerjee and others sold conveyed and transferred the aforesaid land in favour of Fizza Finvest Pvt. Ltd. (owner no. 11 herein). The deed was registered in the office of the ADSR Behala and

recorded in Book No. I, CD Volume No. 10, Pages 5454 to 5470, Being Deed No. 4057 for the year 2010.

3. After being owner of the aforesaid land said Fizza Finvest Pvt. Ltd. mutated their name with the Kolkata Municipal Corporation and obtained premises No. being 282/29/1/1, Diamond Park, Ward No. 144, Kolkata – 700 104 and Assessee No. being 71-144-05-0858-7 under Memo No. DM/TNTRD/JK I-II/45/14-15 dt. 31.05.2014.

4. Fizza Finvest Pvt. Ltd.. also mutated their name in the record of rights (Porcha) dt. 27.01.2012 under Khatian No. 2979 in L.R. Dag No. 795/1050 having 07 decimals of land.

5. Fizza Finvest Pvt. Ltd. also paid the up to date khajna (Tax) being No. 2568147 dt. 28.05.2014.

6. Fizza Finvest Pvt. Ltd. also applied and obtained conversion certificate being conversion Memo No. 1/590 dt. 07.06,2012.

10 The owners thus, by virtue of several deeds as aforesaid, became owners in respect of ALL THAT contiguous piece and parcel of land admeasuring 42 katha 9 chittak 44 square feet more or less in aggregate, comprised in L.R. Dag Nos. 792 & 795/1050, L.R. Khatian Nos. 2137, 2940, 2941, 2947, 2948, 2949, 2950, 2961, 2962, 2979 and 2980 under Mouza – Joka , J.L. No. 21, being the Kolkata Municipal Corporation premises Nos. 282/29/1/1, 282/29/1/2, 282/29/1/3, 282/29/1/4, 282/29/1/5, 282/29/1/6 and 282/29/1/7, Diamond Park (present premises no. . 282/29/1/1, Diamond Park), under the Kolkata Municipal Corporation ward No. 144, Police Station - Thakurpukur, Kolkata – 700 104, Dist : 24-Pargnas (South),

13. The developer, in pursuance of the development agreements and in accordance with the said plan bearing permit No. 2019160039 dated 08.05.2019 has started construction of buildings in the said premises.

14. Initially at the time of execution of the said joint venture development agreement since the building plans was not sanctioned the exact area of owner allocation and the developer allocation couldn't be determined. Subsequently building plan was sanctioned by permit No. 2019160039 dated 08.05.2019, the vendors and the developer demarcated their respective areas in the following manner by virtue of a supplementary agreement dated

15. The developer, during construction of the buildings, has offered to sell and the purchasers have agreed to purchase one flat and one car parking space in the buildings and the vendors have agreed to sell and transfer undivided proportionate share/interest of land in the said premises attributable to the said flat and the said car parking space as hereunder.

16. The purchasers being satisfied with the title of the vendors in respect of the said premises and having perused the development agreement and after inspection of the relevant papers and documents related thereto, have agreed to purchase the said residential flat on the _____ floor, being Flat No. " _____ " in Block No. " _____ " measuring about _____square feet (including area 25% super built-up area), (more fully and particularly described in the second schedule hereunder written) which includes all the undivided proportionate share in the common areas attached therewith (more fully and particularly described in the third schedule hereunder written) and one open car parking space under roof measuring about 120 square feet on the ground floor (more fully and particularly

described in the second schedule hereunder written) in the buildings under construction TOGETHER WITH the undivided proportionate share of land attributable thereto in the said premises at the price of Rs. (Rupees

) only for the said flat and Rs. (Rupees

)only the for the said car parking space, aggregating to Rs.

(Rupees

) only under the terms and conditions hereinafter

appearing.

NOW THIS AGREEMENT WITNESSETH that the parties hereto have agreed to abide by the terms and conditions of this agreement appearing hereunder and the terms hereunder unless excluded by or repugnant to the subject or context shall mean the followings :

ARTICLE : I

1.1. OWNERS : (1) ELITE MERCHANTS PVT. LTD. (2) B.U. GARDENS PVT. LTD., (3) DEVELOPMENT CORPORATION PVT. LTD. (4) GOONJA TRADING PVT. LTD. (5) BHOONATH MARKETING PVT. LTD. (6) B.U. FARMS PVT. LTD. (7) CLARITY MERCHANTILE PVT. LTD., (8) RIDDHI SIDDHI CONCLAVE PVT. LTD. (9) RIDDHI SIDDHI COMPLEX PVT. LTD., (10) SPARTAN CONSULTANTS & FINVEST PVT. LTD. (11) FIZZA FINVEST PVT. LTD.

1.2. DEVELOPER : GURUKRIPA REALCON LLP

1.3. PURCHASERS :

1.4. PREMISES : ALL THAT piece and parcel of land admeasuring 42 katha 9 chittak 44 square feet more or less in aggregate, comprised in L.R. Dag Nos. 792 & 795/1050, L.R. Khatian Nos. 2137, 2940, 2941, 2947, 2948, 2949, 2950, 2961, 2962, 2979 and 2980 under Mouza – Joka , J.L. No. 21, being the Kolkata Municipal corporation premises No. 282/29/1/1, Diamond Park, under the Kolkata Municipal Corporation ward No. 144, Police Station - Thakurpukur, Kolkata – 700 104, Dist : South 24-Pargnas, (more fully and particularly described in the first schedule hereunder written).

1.5. DEVELOPMENT AGREEMENT : The agreements made between the vendors and the developer on 22.09.2015 and registered with the office of ADSR Behala and recorded in Book No. I, C.D Volume No. 1607-2015, Pages 123399 to 123466, Being No. 160708311 for the year 2015.

1.6. SUPPLIMENTARY AGREEMENT : The agreements made between the vendors and the developer on .

1.7. BUILDINGS : The buildings under construction which are carried on by the developer on the said premises in accordance with the sanction of the building plan obtained from the competent authority.

1.8. PLAN : The building plan bearing plan bearing permit No. 2019160039 dated 08.05.2019 sanctioned by Kolkata Municipal Corporation for construction of the buildings at the said premises with such additions, alterations and modifications as would be deemed necessary by the developer.

1.9. CONSULTANT : The person and/or firm to be appointed by the developer for planning, designing and supervising the said building in connection with all technical activities.

1.10. ADVOCATE : The person and/or firm to be appointed by the developer for looking after the legal aspect of the project.

1.11. OWNERS' ALLOCATION : Save and except the developer's allocation the area in the building the owners will be entitled to as stipulated in the said development agreement and the supplementary agreement.

1.12. DEVELOPER'S ALLOCATION : Save and except the owners' allocation the area in the building the developer will be entitled to as stipulated in the said development agreement and the supplementary agreement..

1.13. SALEABLE PORTION : All the portion in the building meant for independent use.

1.14. FLAT : All that the flat measuring about square feet super built-up area on the floor in the building in Block “ ” (more fully and particularly described in the second schedule hereunder written and hereinafter be referred to the SAID FLAT).

1.15. CAR PARKING SPACE : All that one open car parking space under roof measuring about 120 square feet on the ground floor of the buildings in Block “ “ (more fully and particularly described in the second schedule hereunder written).

1.16. COMMON SERVICE AREAS : All the common areas and service facilities to be enjoyed by all the owners/occupiers of the buildings (more fully and particularly described in the third schedule hereunder written).

1.17. PRICE OF UNDIVIDED PROPORTIONATE SHARE OF LAND : Owners' allocation cost of which is born by the developer will be treated as consideration to be given to the vendors against which the vendors will transfer the undivided proportionate share/interest of land in the premises attributable to the developer's allocation.

1.18. CONSIDERATION : Consolidated price of the said flat and the said car parking space is Rs. (Rupees) only which the purchasers will pay to the developer according to the fifth schedule hereunder written.

1.19. TIME : The developer will deliver the peaceful vacant physical possession of the said flat and the said car parking space in habitable condition within the month of

. Notwithstanding another six months will be extended as grace period, if the developer thinks so, to complete the project.

1.20. COMMON EXPENSES : The expenses and cost of maintaining the said common areas and facilities of the building which will proportionately be borne or paid by the purchasers after execution of deed of conveyance or taking delivery of possession of the said flat and the said car parking space, whichever is earlier (more fully and particularly described in the fourth schedule hereunder written).

1.21. UNDIVIDED SHARE : The undivided proportionate share or interest in the land of the said premises attributable to the said flat and the said car parking space.

1.22. TRANSFERORS : In context of this agreement the vendors herein in respect of the undivided proportionate share of land pertaining to the developer's allocation.

1.23. TRANSFEREES : The purchasers who will purchase flat/car parking space in the buildings from developer' allocation.

1.24. TRANSFER : Transfer of proportionate undivided share/interest of land in the premises by the vendors attributable to the said flat and the said car parking space.

1.25. MANNER OF WORK and SPECIFICATIONS : The materials and accessories which are to be used for construction of the buildings and/or the said flat and the said car parking space (fully and particularly described in the Annexure "A" annexed hereto).

1.26. ASSOCIATION : The association to be formed by the purchasers of the independent unit in the building cost whereof will be borne by them.

1.27. PAYMENT SCHEDULE : The fifth schedule hereunder in accordance which the purchasers will pay the agreed consideration to the developer for the said flat and the said car parking space.

1.28. NAME OF THE BUILDINGS :

ARTICLE : II DATE OF COMMENCEMENT :

2.1. This agreement shall deem to have commenced with effect on and from the date of execution of this agreement.

ARTICLE : III TITLE :

3.1. The purchasers have duly inspected all the deeds, documents and papers whatever concerning or relating to the title of the said premises, the development agreement, the building plan and have duly satisfied themselves with regard thereto and also in respect of the rights and liabilities of the vendors, the developer and also of the purchasers.

3.2. The purchasers have duly inspected the specification, design of the buildings and of the said flat and the said car parking space and have duly approved the same. The purchasers will have no objection if circumstances demand the change of elevation, designing and scope of the buildings.

3.3 The purchaser / purchasers do hereby also agreed that they will bear all the incidental charges relating with essential services like electricity / water and other amenities proportionately in accordance with the area of their flat.

ARTICLE : IV TRANSFER :

4.1. The developer will sell and the purchasers will purchase from the developer's allocation all that said flat and all that said car parking space in the buildings at or for the consideration payable to the developer in accordance to the sixth schedule and the vendors will sell and transfer undivided proportionate share of land attributable thereto in the said premises.

ARTICLE : V CONSIDERATION IN RESPECT OF THE SAID FLAT AND THE SAID CAR PARKING SPACE :

5.1. The consideration in aggregate payable to the developer for sale and transfer of the said flat and the said car parking space shall be Rs. (Rupees) only which the purchasers will pay to the developer according to the fifth schedule hereunder.

5.2. The time for the payment of the said agreed consideration as mentioned in the sixth schedule shall be deemed to be the essence of this agreement.

5.3. The purchasers will pay all money other than the said agreed consideration in pursuance of this agreement as and when the same shall become due and payable whether any formal demand is made or not by the developer. In this context too the time shall be essence of this agreement.

5.4. The purchasers shall, under no circumstances, make the vendors and/or their property to the extent of the owners' allocation liable in any manner whatsoever for the payments made by them to the developer at any time towards value of the said flat and the said car parking space booked by the purchasers pertaining to the developer's allocation.

ARTICLE : VI CONSTRUCTION :

6.1. The construction of the building including the said flat and the said car parking space in habitable condition shall be completed by the developer within the month

, subject to force majeure. The developer will be entitled to another six months as grace period to complete the project.

6.2. Alteration as may be deemed fit and proper by the developer at the advice of the consultant shall be made. But the purchasers will not be entitled to raise any objections to such alteration in the plan, specification, elevations, designs, revision and layout of the buildings in whole or in part.

6.3. The purchasers shall not interfere or hinder or obstruct in any manner whatsoever in completing the construction of the buildings or any part thereof by the developer.

6.4. The purchasers shall not raise any objection whatsoever of any nature in the manner of completion of construction of the building and/or construction of further floors or stories over the roof/terrace and/or addition horizontally and/or vertically of the buildings, either on the ground of disturbance or annoyance or on any other ground whatsoever, subject to the compliance of the rules and regulation of the competent authority and without affecting the facilities specified in the schedule hereunder written the purchasers are entitled to.

6.5. The consultant, for the time being shall have the absolute authority to ascertain and determine as to the quality or specification of the material to be used in the buildings. The purchasers will however have the right to make inspection of the materials being used in the building.

6.6. After completion of the said flat and the said car parking space in habitable condition ready for use, the developer shall intimate the purchasers about the completion of the said flat and the said car parking space and within fifteen days from the date of receipt of such intimation the purchasers shall take possession of the said flat and the said car parking spaces subject to payment of all the dues payable by the purchasers to the developer. Such intimation will be treated as to the purchasers' taking delivery of possession of the flat and the car parking space whether they take physical possession thereof or not.

6.7. The developer shall have exclusive and uninterrupted right and authority to raise further floor than it is sanctioned presently subject to the revised sanction plan and approval of the competent authority and also has the right to extend the project to adjacent plot without making the right of the purchasers prejudiced.

ARTICLE : VII DEFAULT :

7.1. The purchasers shall pay interest at the rate of 12% per annum on all sums described in the fifth schedule hereunder written becoming due, if the purchasers fail to pay the said amount to the developer on the date or the same becoming payable for the period during which the purchasers remain in default.

7.2. The purchasers, if commit default in making payment of the amount of the said agreed consideration money in accordance with the fifth schedule hereunder written along with interest as aforesaid within one month from the date of default, the developer on giving written notice upon the purchasers shall be at liberty to terminate this agreement. In the event of such termination the purchasers shall cease to have any right under this agreement. In case of such termination, the developer shall be at liberty to deal in respect of the said flat and the said car parking space with other person for such consideration and on such terms as the developer shall at its discretion think proper. In the event of such termination, the developer will refund the entire amount paid till the date of termination to the purchasers after deducting 10% thereon as pre-determined damages. This refund will be made only after receiving payment against the said particular flat and the said car parking space from the fresh purchasers.

ARTICLE – VIII PURCHASERS’ RIGHTS :

8.1. Until and unless the entire agreed consideration money as described in the fifth schedule and other incidental charges as stipulated herein are paid by the purchasers, the developer shall not be liable to make over possession of the said flat and the said car parking space to the purchasers nor the purchasers shall acquire any right title or interest whatsoever in the said flat and the said car parking space.

8.2. The purchasers shall have undivided proportionate share in the common areas (described in the third schedule hereunder written) for the use and enjoyment with all other owners and occupiers of the said buildings.

8.3. The purchasers, during the continuation of the agreement prior to execution and registration of deed of conveyance, shall be entitled to assign and/or transfer their interest under this agreement in respect of the said flat and the said car parking space, subject to the terms herein contained and also payment of the said of the agreed consideration for the period till the date of such transfer and/or assignment. The purchasers in the event of their assigning this agreement for sale to any third party, if prior to the execution and registration of the deed of conveyance in respect of the said flat and the said car parking space, will have to pay the developer a sum corresponding to 2% of the agreed consideration or @ Rs. 80 per square feet of measurement of the said flat, whichever is higher. Notwithstanding the purchasers will have no right to transfer the said flat and the said car parking space within one year from the date of execution of this agreement without permission of the developer.

8.4. The purchasers shall have no absolute right save and except the said flat and the said car parking space while the vendors and the developer will have absolute right to deal with the flats and/or car parking spaces pertaining to their respective allocations without any objection of and/or obligation to the purchasers.

ARTICLE – IX PURCHASERS’ OBLIGATIONS :

9.1. The purchasers shall keep with the developer a sum to the tune of Rs. 30,000.00 (Rupees thirty thousand) only simultaneously upon execution of the deed of sale or taking delivery of possession, whichever is earlier, for meeting up their liability of tax, multi-storied building tax, and other rates and taxes payable in respect of the said flat and the said car parking space so long those are not separately assessed and/or association/committee is formed. The developer however will furnish account to the purchasers for that amount. The purchasers will mutate the said flat and the said car parking space at their own cost and initiative only after execution of deed of conveyance in respect thereof.

9.2. The purchasers initially shall pay to developer for the time being till the association is formed and/or the association thereafter, month by month and every month, a sum of Rs. 2-00 (Rupees two) only (may enhance if circumstances demands) per square feet of the flat area as common expenses (as described in the fifth schedule hereunder written) within seven day of every month even if any formal demand is not made. The purchasers will be liable to make this payment from the date of taking possession of the said flat and the said car parking spaces and/or execution of deed of conveyance, whichever is earlier.

9.3. If any major alteration and modification is made in the said flat at the choice and written instruction of the purchasers, the purchasers will bear all expenses for regularization and modification of plan as per rule framed by the competent authority. In the event of such initiation of such change, the purchasers will have to take written consent of the consultant for the time being and thereafter of the association. In no circumstances and in no manner the purchasers will have any right to affect the column, beam and walls works as partition walls with the adjacent flats.

9.4. The details of the specification of the construction of the proposed buildings have been furnished in the annexure annexed "A" hereto. For any extra work not specified therein shall be charged and payable extra as per the rate to be decided between the purchasers and the developer before execution of the said extra work for which no outside contractors will be allowed to work. All the payment for extra work shall be made by the purchasers before commencement of the work by the developer or as agreed between the parties.

9.5. The purchasers shall bear and pay the proportionate share the cost and maintenance of the common service and facilities as may be determined from time to time by the developer or the Association to be formed.

ARTICLE – X USER :

10.1. After possession of the said flat and the said car parking space being delivered to the purchasers, they shall be entitled to the use and occupation of the same. The

purchasers after taking possession of the said flat and the said car parking spaces shall have no claim against the developer as to any defect in any item of work of construction of the said flat and/or the said car parking space and/or the buildings whatsoever.

10.2. After taking delivery of possession of the said flat and the said car parking space, the purchasers, shall not be entitled to raise any objection to the measurement of the said flat and the said car parking space.

10.3. The purchasers shall permit the developer and/or the association and/or their men, agents and surveyors with or without workmen and otherwise at all reasonable times to enter into/upon the said flat and the said car parking space or any part thereof to examine the condition thereof.

10.4. The purchasers shall observe and perform all rules regulations and restrictions as may from time to time be framed by the developer and/or the association for the proper use and management of the buildings.

10.5A. The purchasers shall not :-

a) use the said flat and the said car parking space in any such manner which may cause nuisance to other occupiers of the buildings and/or to the neighbours.

b) use the said flat or permit the same to be used for any other purpose than residential purpose only.

- c) allow the storage of goods, articles or things in the stair case, lobbies passage and/or other common parts or areas of the buildings or any portion thereof.

- d) block the stair case, lobbies passages or other common parts or areas of the buildings or any portion thereof.

- e) bring or keep or store in or upon the said flat or any portion of the buildings any goods of hazardous inflammable or combustible nature or any article which are too heavy to affect the structures of the building and/or portion thereof.

- f) decorate the exterior of the said flat otherwise than in the manner that the developer and/or association thinks proper.

- g) display or put up any neon sign or other sign board on the outer walls of the flat or any part of the buildings without the consent in writing of the developer and/or the association except on the main gate of the said flat.

- h) claim any partition or division or sub-division of the land of the premises and/or the common parts or areas of the buildings.

- i) effect any structural members ,e.g. the columns, beams and walls, work on partition walls with other flats for doing interior decoration in the said flat.

10.5B. The purchasers shall :

- a. maintain the said flat at their own cost in good repair and condition and not make any without the required permission. To use the said flat or any part thereof or permit the same to be used only for the purpose of residence etc.
- b. join along with other purchasers in the buildings to form a Flat Owner Association or Co-operative Society in accordance with the relevant Acts applicable and sign and execute papers as may be necessary for the purpose of formation and registration thereof.
- c. carry out repair of the interior part of the said flat at their own cost.
- d. bear and pay any increase in local taxes, water charges, insurance premium.
- e. observe and perform all the rules and regulations which the owner association or Co-Operative Society may adopt and addition, alteration or amendments thereof.
- f. permit the developer and/or the association to enter into and upon the said flat with or without workman at all reasonable times for the purpose of maintenance services of the building.

g. accept that there is no dearth and/or defect in quality of materials or workmanship or any other account whatsoever in construction of the said flat and/o the said car parking space and/or the said building.

h. pay regularly and punctually all outgoing and rates and taxes including those payable to all local bodies and/or in respect of the said premises and/or the said buildings proportionately and for the said flat and the said car parking space wholly.

i. pay sales tax, if applicable, as per the provision of W.B. Sales Tax Act present or future amendments, directly to the sales Tax Authority or through the developer as and when same will be demanded by the authority without making the developer liable for any Sales Tax or penalty or interest on non- payment or delay payment of such tax.

ARTICLE – XI DOCUMENTATION, STAMP AND FEES THEREOF :

11.1. All deeds, necessary documents and papers in respect of this agreement as may from time to time be required, will be prepared by the advocate appointed by the developer and those will be final and binding upon the purchasers. The purchasers shall bear all costs, charges and expenses for preparing the same.

11.2. The purchasers, on or before the execution of the agreement, will pay 0.50% of the deed value to the advocate appointed by the developer towards his fees for preparation of this agreement, if registered or un registered.

11.3. The purchasers, on or before the execution of the deed of conveyance, will pay 0.50% on the deed value to the advocate appointed by the developer towards his fees for preparation of the deed of conveyance.

ARTICLE – XII COMMON UNDERSTANDING :

12.1 The developer if amalgamates further land to the existing land of the said premises for extending the project, the purchasers will not raise any objection thereto. In that event of such amalgamation, the building plans may be modified or altered within the ambit of building rules. The purchasers will not raise any objection to that lawful addition/alteration of the building plan and regularization thereof by the competent authority without affecting the said flat and the said car parking space under this agreement.

12.2. The purchasers will have no objection and/or reservations to the use of the common areas of the subject project for ingress and egress or easement and quasi- easement by the occupiers of the plots adjacent to the said premises where the developer may cause other projects. The purchasers knowing it well that the common areas as aforesaid is meant for both the owners/occupiers of the flats in the said premises and of the project adjacent to it. The developer and/or occupiers of the plots adjacent to the premises where the developer may cause other projects may carry goods through the common areas as aforesaid by lorries and other vehicles for the time being without affecting the right of ingress and egress of the purchasers.

12.3. The purchasers will have no objection against the use of internal road/mandatory open spaces of the sanction plan/addition alteration plan for the purpose of sanctioning of building plan by the concerned authority on the adjacent plot where the developer may initiate other projects.

12.4. The developer has every right to use the common passage and internal and mandatory open spaces of the project as common thoroughfare for any of the adjacent premises where the developer may cause other projects.

12.5. The purchasers agree and consent to the fact that in case of additional construction is sanctioned by the concerned authority then the developer shall be entitled to construct and deal with to which the purchasers hereby consent and shall not raise any objection with regard thereto. including with regard to the fact that owing to construction of such additional areas, the proportionate undivided share of the purchasers in the land comprised in the said premises and also in the common areas and installations shall be and/or is likely to stand reduced. The purchasers also consent and confirm that the developer shall be at liberty to have the plan as may be sanctioned from time to time to be modified and/or altered. Upon the same being sanctioned provided that in case by such modification, alteration etc., the interiors of the purchasers' unit if affected then the developer shall take a consent in writing from the purchasers for such modification and alteration.

12.6. Save and except this instant agreement no agreement and/or oral representation between the parties hereto, either prior to execution of this agreement or after execution of this agreement, will exist or will have any legal validity.

12.7. It is agreed by and between the developer and the purchasers that, after taking delivery of the said flat and the said car parking space, the purchaser will have no claim in respect of the measurement of the said flat and the said car parking space.

ARTICLE – XIII - ASSOCIATION

13.1. The developer shall, after completion of the building, assist the flat owners to form an Association for the management of the affairs of the said buildings for common purpose. The purchasers will have to be a member of the association and will have to sign and execute all necessary applications, papers and documents as may be necessary for formation and registration of such association.

13.2. Association under the relevant Acts will look after, manage and administer the affairs of the building without creating any liability upon the developer.

13.3. Until the Association is formed, the developer shall manage and maintain the common portion by itself or through its authorized person at the expenses of the flat owners including the purchasers. All the cost and charges and expenses for the same shall be borne the purchasers and other co-owners proportionately.

ARTICLE – VIV JURISDICTION :

14.1. The courts which have the territorial jurisdiction over the said premises will have the exclusive jurisdiction over this agreement.

ARTICLE – XV FORCE MAJURE:

15.1. The developer will complete the said buildings, said flat and the car parking spaces within the within the month of June, 2018 unless and until the circumstances goes beyond to the control of the developer.

ARTICLE – XVI ARBITRATION

16.1. Any disputes and difference, if arises, between the parties to this agreement, shall on the first place be referred to the sole arbitrator nominated by the developer and if necessary the arbitrator so nominated may proceed within the ambit of the Arbitration and Conciliation Act, 1996 and without compliance the provision of said arbitration, neither or the parties will be entitled to proceed before the court of laws as regards the said the disputes and differences.

ARTICLE – XVII - NAME OF THE PROJECT :

17.1. The purchasers agree that name of the project is and will remain ‘-----
---’ and the purchasers will have no right to change the name.

THE FIRST SCHEDULE AS REFERRED TO ABOVE

(description of the said premises)

ALL THAT piece and parcel of land admeasuring 42 katha 9 chittak 44 square feet more or less in aggregate, comprised in L.R. Dag Nos. 792 & 795/1050, L.R. Khatian Nos. 2137, 2940, 2941, 2947, 2948, 2949, 2950, 2961, 2962, 2979 and 2980 under Mouza – Joka , J.L. No. 21, being the Kolkata Municipal Corporation premises Nos. The agreements made between the vendors and the developer on 28/2/11, Diamond Park, under the Kolkata Municipal Corporation Ward No. 144, Police Station - Thakurpukur, Kolkata – 700 104, Dist : South 24-Pargnas, butted and bounded in the following manner :

On the North = by part of R.S. Dag No..792

On the South = by part of R.S. Dag No.792, 796 and 795/1050

On the East = by part of R.S. Dag No. 792, 795/1050 and 24' feet wide road

On the West = by 24' feet wide road

THE SECOND SCHEDULE AS REFERRED TO ABOVE

(description of the said flat and the said car parking space)

ALL THAT flat bearing No. _____, measuring _____ square feet super built-up area, be the same or a little more or less, on the _____ floor of block No. _____ which includes undivided proportionate share in the common areas and ALL THAT open car parking space measuring 120 square feet, be the same or a little more or less, on the ground floor in the building known and identified as ‘ _____

' comprised in L.R. Dag Nos. 792 & 795/1050, L.R. Khatian Nos. 2137, 2940, 2941, 2947, 2948, 2949, 2950, 2961, 2962, 2979 and 2980 under Mouza – Joka , J.L. No. 21, being the Kolkata Municipal Corporation premises Nos. 282/29/1/1, Diamond Park, under the Kolkata Municipal Corporation Ward No. 144, Police Station - Thakurpukur, Kolkata – 700 104, TOGETHER WITH the undivided proportionate share/interest on the land attributable thereto in the said premises.

The following facilities will be provided with the flat

- (i). A.C. community Hall
- (ii) Stand by Generator
- (iii) Water filtration treatment (iron remover)

The purchasers will enjoy the facilities without paying any extra charges thereof subject to payment of maintenance charge to be fixed by the flat owners' association/committee/common body.

Interior

CC TV

THE THIRD SCHEDULE AS REFERRED TO ABOVE

(common areas)

R. C. C. Columns,

Under ground water reservoir,

Overhead water tank, boundary wall.

Space for meter and pump,

Passage, courtyard, open areas with all easement rights,

Septic tank,

Stair and stair case, stair top room,

Electric installations ,

Lift, lift well, and

Ultimate roof open to the sky

All other areas to be used commonly by the flat/space owners of the building. .

THE FOURTH SCHEDULE AS REFERRED TO ABOVE
(common expenses to be effected from the date of transfer)

Expenses for maintaining, repairing, redecorating the building and/or part thereof and pending taxes and duties

Expenses for lighting of the common areas and/or part thereof.

Expenses for cleaning the common areas.

Salaries of durwan, caretaker and/or other persons whose appointment may be considered necessary for maintenance and protection of the building or part thereof and those will be decided by the association upon its formation.

THE FIFTH SCHEDULE AS REFERRED TO HEREINABOVE**(manner of payment)**

On execution of the agreement	-	20% of agreed consideration
On ---- ^t roof casting	-	20 % of agreed consideration
On ---- roof casting	-	20% of agreed consideration
On ----- roof casting	-	10% of agreed consideration
On Brick works	-	10% of agreed consideration
On Flooring	-	10% of agreed consideration
On registration and/or delivery of possession	-	10% of agreed consideration

IN WITNESSES WHEREOF the parties hereto put their respective hand and seal on these

presents on the day month and year first above written.

WITNESSES :

1.

(O W N E R S)

2.

(D E V E L O P E R)

PURCHASER

Drafted by me and prepared in my office

Santanu Singha,
Advocate (WB 785/1992)
Alipore Judges, Court,
Bar Library No. 2,
Kolkata – 700 027.

MEMO OF RECEIPT

RECEIVED from the within named purchaser the within mentioned sum of Rs. 50,00,000-00
(Rupees fifty lakh) only in the following manner :

Bank	Branch	Cheq no.	Date	Amount
------	--------	----------	------	--------

WITNESSES :

1.

(DEVELOPER)

2.

ANNEXURE

Technical specification
Scope of works & Amenities inside the Flat

FOUNDATION :

The foundation of the building shall be reinforced cement concrete.

STRUCTURE :

The main structure of the building shall be of reinforced cement concrete frame structure comprising of R.C.C. Columns beams slabs etc.

ELEVATION :

Attractive designed front elevation with exclusive finish.

WALLS :

The external walls of the building be 200/125 mm thick brick and partition wall inside the flats shall be of 75 mm and 125 mm thick,. Both to be bounded with cement mortar.

PLASTERING :

All internal surface shall be plastered with cement sand finished with plaster of paris. All external walls shall be plastered with cement and sand and painted with cement paints of reputed make.

contd....p/b

b

FLOORING AND SKIRTING :

All and other flooring and skirting inside the flat including the balcony shall be made with 2x2 vitrified tiles. The toilets shall have 6' glazed ceramic tiles with anti skid vitrified tile flooring. The kitchen will have anti skid vitrified tiles.

DOORS :

All doors frame will be made of sal wood. The main door will be of commercial flush door. Internal door shall be commercial water proof flush type affixed on proper timber frame painted with primer paint. Toilets will have flush door with aluminum sheet. The main door shall be provided with one magic eye.

WINDOWS :

All window shall be of sliding anodized/power coated aluminum fitted with glass without integrated grill.

TOILET FITTINGS :

All toilets will have anti skid vitrified tiles. Toilets will be provided with concealed plumbing for water. Each bath room shall have European W.C. or Indian type pan which the purchaser will choose, one cistern and one basin. Each toilet will have concealed stop cock, bib cocks and shower. The commode and the basin will have white colour.

KITCHEN FITTINGS/FIXTURES :

The kitchen will have anti skid vitrified tiles flooring. The kitchen shall have R.C.C. cooking platform with marble/granite. 3' dodo ceramic tiles will be provided on cooking slab.

contd....p/c

ROOF : Proper roof treatment with water proofing and adequate heat waving..

STAIRS : All landings and steps of the stair-case will be of marble.

ELECTRICALS : Meter-Individual meter to be fitted by individual costing.

All electrical lines, to be concealed having quality copper wires of proper gauge of ISI marks with earthing arrangements all switch boards to be of semi modular type with switch/plus/sockets etc. are to be provided on all electrical points.

ELECTRICAL POINTS :

Bed Rooms : Two light points, one fan point, one multi-plug point (5 Amps) computer points in all bed rooms, Only. One Washing point.

Toilets : One light point, one exhaust fan point, 15 Amps, one Geezer point .

Living/Dining Room : Two light points, two fan points one plug point (15 amps), one T.V. point and one Refrigerator point.

Kitchen : Aqua guard point and exhaust point with a 15amp. point

Stairs : One light point in each landing.

Roofs' : To light points

Ground floor : Adequate light points.

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Stairs : All landings and steps of the stair-case will be of marble.

Ground floor : Total opening land to be laid with crazy or checker tiles.

WATER SUPPLY ;

One underground water reservoir for storing water to be supplied by the Kolkata Municipal Corporation is to be provided with adequate horse power capacity of pump of reputed make.

The owners will not pay any extra charge for the building and for getting the specification as annexed hereto. But they have to pay extra money if they ask for any extra work other than what are averred hereto.
