

AGREEMENT FOR SALE

THIS AGREEMENT made this the _____ day of _____ TWO THOUSAND AND TWENTY.

BETWEEN

PRANTIK CO-OPERATIVE HOUSING SOCIETY LIMITED (PAN AADAP7782N), a Society registered under the West Bengal Co-operative Societies Act, 1973, having its registered office at 157, Binoba Bhave Road, P.O. Sahapur, Police Station Behala presently New Alipore, Kolkata – 700038, represented by and its Chairperson MRS. PRITI M. SHAH (PAN _____), daughter of Late Vasantrao V. Kotecha and Wife of Sri. Manish Shah, by Nationality – Indian, by religion – Hindu, by Occupation – Business, residing at 4A, Santosh Roy Road, P.O. Barisha, Police Station Thakurpukur, Kolkata – 700008 and its Secretary MR. MANISH SHAH (PAN _____), Son of Late Jayendra Kumar Shah, by Nationality – Indian, by religion – Hindu, by Occupation – Business, residing at 4A, Santosh Roy Road, P.O. Barisha, Police Station Thakurpukur, Kolkata – 700008 and its Treasurer MR. NIMESH SHAH (PAN _____), Son of Late Jayendra Kumar Shah, by Nationality – Indian, by religion – Hindu, by Occupation – Business, residing at 4A, Santosh Roy Road, P.O. Barisha, Police Station Thakurpukur, Kolkata – 700008, hereinafter called and referred to as the “SELLER/OWNER” (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successor and/or successors-in-office and/or assigns) of the FIRST PART ;

A N D

Mr./Ms. [____] (Aadhaar No. [____]), son / daughter of [____], aged about [____] years residing at [____], (PAN [____]) hereinafter called and referred to as the "PURCHASERS" (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their respective heirs executors, administrators legal representatives and assigns) of the SECOND PART:

WHEREAS:

A) Prantik Co-operative Housing Society Limited, a Society registered under the West Bengal Co-operative Societies Act, 1973, having its registered office at 157, Binoba Bhave Road, P.O. Sahapur, Police Station Behala presently New Alipore, Kolkata – 700038 as Owner therein referred to as the purchaser by virtue of the following 34 Nos. of respective Deeds of Conveyance separately purchased ALL THAT piece and parcel of land measuring 78 Kottahs 4 Chittacks 16 Sq. ft. be the same or a little more or less lying and situated in different Dags and Khatians in Mouza Sahapur, J. L. No. 8, R. S. No. 179, Touzi Nos. 93 and 101, Pargana Magura, Police Station Behala, Sub-Registry Office at Alipore and within the local limit of the then South Suburban Municipality now within Ward No. 119 of The Kolkata Municipal Corporation, in the District of the then 24 Parganas now South 24 Parganas for valuable consideration therein mentioned free from all encumbrances, liens, lispens, charges whatsoever the details of which are as follows:

SI.	DEED NO	DATE	REGD. OFFICE	VENDOR/SNAME	DETAILS OF LAND AREA K - C - SQF
1.	1878	15/10/1979	Jt. Sub-Registrar of Alipore at Behala	1) Pradip Kumar Das 2) Prodyot Kumar Das 3) Smt. Provabati Das	06 - 08 – 00 Dag No. 143 Khatian No. 379
2.	1879	15/10/1979	- Do -	1) Amiyangshu Kumar Das Promod Kumar Paul presented as Confirming Party	06 - 08 – 00 Dag No. 143 Khatian No. 379
3.	1902	24/10/1979	- Do -	1) Sk. Golam Hossain 2) Sk. Golam Ali 3) Musammatt Khotaja Khatun 4) Musammatt Fatema Khatun Subhas Chandra Guha presented as Confirming Party.	02 - 13 – 00 Dag Nos. 145 and 146 K h a n d a Khatian Nos. 1969, 1594, 1596, 1597 and 1598
4.	1903	24/10/1979	- Do -	1) Sk. Golam Mohammad Promod Kumar Paul presented as Confirming Party.	04 - 00 – 00 Dag No. 143 Khatian No. 379

5.	1124	07/05/1980	- Do -	1) M u s a m m a t Jabeda Khatun	01 – 04 – 16 Dag Nos. 145 and 146 Khatian No. 1599
6.	1422	04/06/1980	- Do -	1) Marium Bibi, 2) Rahima Khatun, 3) Jamila Khatun.	03 – 06 - 00 Dag Nos. 145 and 146 Khatian No. 1971
7.	1433	04/06/1980	- Do -	1) S K. N o o r Hossain	02 – 04 - 00 Dag Nos. 145 and 146 Khatian No. 1921
8.	3044	15/12/1980	- Do -	1) G o l a m Mohammad Sk.	02 – 05 - 34 Dag Nos. 145 and 146 Khatian No. 1593, 1595 1600

9.	490	21/02/1981	- Do -	1) Salema Khatun	01 – 04 - 00 Dag Nos. 145 and 146 Khatian No. 1968
10	1173	28/04/1982	- Do -	1) Musammata Rahila Khatun	01 – 04 - 16 Dag Nos. 145 and 146 Khatian No. 1601
11.	04258	17/05/2005	A.R.A.-I, Kolkata	1) Nityananda Sikdar	00 – 08 - 00 Dag Nos. 145 and 146 Khatian No. 1970
12.	13016	24/11/2008	A.D.S.R., Behala	1) Niryananda Sikdar 2) Chunilal Mukherjee	03 – 09 – 15 Dag Nos. 147 and 148 Khatian Nos. 1594, 1596, 1597, 1598, 1969

13.	13019	24/11/2008	- Do -	1) Biplab Majumder	02 – 14 - 15 Dag Nos. 147 and 148 Khatian Nos. 1593, 1595, 1600
14.	13020	24/11/2008	- Do -	1) Nityananda Sikdar	01 – 10 - 05 Dag Nos. 147 and 148 Khatian No. 1599
15.	13144	26/11/2008	- Do -	1) Mrinal Kanti Roy	01 – 10 - 00 Dag No. 141 Khatian No. 445
16	00542	20/01/2009	- Do -	1) Chunilal Mukherjee	00 – 11 - 00 Dag Nos. 147 and 148 K h a n d a Khatian No. 1970

17.	01062	03/02/2009	- Do -	1) Chunilal Mukherjee	03 – 10 - 15 Dag Nos. 147 and 148 Khatian No. 1601
18.	12322	07/12/2009	- Do -	1) Subhas Chandra Guha	01 – 14 - 24 Dag No. 138 Khatian No. 441
19.	12323	07/12/2009	- Do -	1) Ashutosh Guha	02 – 03 - 21 Dag No. 138 Khatian Nos. 439 and 441
20.	03771	05/04/2010	- Do -	1) Smt. Soma Guha 2) Swapan Kumar Guha 3) Smt. Leena Guha 4) Alope Kumar Guha 5) Tilak Guha	00 – 13 - 00 Dag No. 142 Khatian No. 443
21.	03772	05/04/2010	- Do -	1) Smt. Soma Guha	02 – 15 - 23 Dag No. 142 Khatian No. 443

22.	04670	05/05/2010	- Do -	1) Timir Baran Majumder	03- 11 - 00 Dag No. 139 Khatian No. 440
23.	06594	02/07/2010	- Do -	1) Samir Guha	02 – 03 - 00 Dag No. 140 Khatian No. 444
24.	08375	30/08/2010	- Do -	1) Smt. Padma Basak 2) Smt. Dolly Sukla Das (Naskar)	02 – 04 - 39 Dag No. 149 Khatian No. 442 within Khatian No. 439
25.	11365	15/12/2011 Subsequently changed the measurement of land by executing the following Deed	- Do -	1) Smt. Anjali Shaw	01 –04 - 00 Dag No. 149 Khatian No. 442 within Khatian No. 439
	01385 D e e d o f Declar	18/02/2013	A.D.S.R, Behala	1) Smt. Anjali Shaw	00 – 15 - 27 Dag No. 149 Khatian No. 442 within Khatian No. 439

26.	04027	23/04/2012	- Do -	<p>1) Jaskaran Agarwal</p> <p>2) Sanjay Kumar Sureka</p> <p>3) Arun Kumar Agarwal,</p> <p>4) Arun Chand Chowdhury</p> <p>5) Neel Kamal Agarwal</p> <p>6) Ashok Kumar Agarwal,</p> <p>7) Vishwanath Koyal</p> <p>8) Shiv Kumar Agarwal</p> <p>9) Ashok Kumar Kedia</p>	<p>03 – 08 - 21</p> <p>Dag Nos. 147 and 148</p> <p>Khatian No. 1971</p>
27.	04028	23/04/2012	- Do -	<p>1) Kailash Chand Agarwal</p>	<p>00 – 10 - 20</p> <p>Dag Nos. 147 and 148</p> <p>Khatian No. 1971</p>

28.	04041	24/04/2012	- Do -	<p>1) Jaskaran Agarwal</p> <p>2) Sanjay Kumar Sureka</p> <p>3) Arun Kumar Agarwal,</p> <p>4) Arun Chand Chowdhury</p> <p>5) Neel Kamal Agarwal</p> <p>6) Ashok Kumar Agarwal,</p> <p>7) Vishwanath Koyal</p> <p>8) Shiv Kumar Agarwal</p> <p>9) Ashok Kumar Kedia</p>	<p>02 – 05 - 19</p> <p>Dag Nos. 147 and 148</p> <p>Khatian No. 1971</p>
29.	04042	24/04/2012	- Do -	<p>1) Ajay Kumar Sureka</p>	<p>00 – 10 - 20</p> <p>Dag Nos. 147 and 148</p> <p>Khatian No. 1971</p>
30.	01965	18/02/2013	D.S.R.-II, Alipore	<p>1) Smt. Manjusree Sengupta alias Smt. Manhjusree Kundu</p>	<p>00 – 15 - 27</p> <p>Dag No. 149</p> <p>Khatian No. 442 within Khatian No. 439</p>

32.	04485	28/03/2013	D.S.R.-II, Alipore	1) Pradip Sengupta, 2) Pranab Sengupta 3) Smt. Dipali Chatterjee alias Chattopadhyay alias Smt. Dipali Sengupta	02 – 14 - 36 Dag No. 149 Khatian No. 442 within Khatian No. 439
33.	04560	20/05/2013	A.D.S.R, Behala	1) Chunilal Mukherjee	01 – 09 – 15 Dag Nos. 147 and 148 Khatian No. 1968
34.	01278	10/02/2016	- Do -	1) Smt.Kamana Biswas	02 – 06 - 13 Dag No. 149 Khatian No. 442
				TOTAL ..	78 - 04 – 16

B) Whereas by virtue of the first 10 (ten) several Deeds of conveyance as recited hereinbefore, the Prantik Co-operative Housing Society Ltd. purchased ALL THAT piece and parcel of land measuring about 31 Cottahs be the same a little more or less now as Premises No.157, Vinoba Bhave Road, Kolkata - 700038 comprised in R.S. Dag Nos. 143, 145 and 146 in Mouza Sahapur, J. L. No.8, Touzi Nos. 93 and 101, Police Station Behala, District Sub-Registry Office at Alipore and A.D.S.R Office at Behala and within ward No.119 of The Kolkata Municipal Corporation in the District of South 24 Parganas,

C) After purchase of the aforesaid land, the then Board of Directors of THE SOCIETY framed a project for developing the same and dividing the entire land into 12 (twelve) plots measuring more or less 2 cottahs and odd each.

D) The Board of Directors allotted the said twelve plots of land to twelve members and the members became share holders holding two share of Rs.100/-

each and having fully paid their shares of contribution were allotted the plots in their names measuring about 2 Cottahs and odd each.

E) Although the plot of land was allotted to the MEMBERS but no Conveyance was executed and registered, thereby creating various practical problems of establishing a clear title of the members for which the Board of Directors had decided to execute and register the Deed of Conveyance in favour of all the members.

F) Sri Ashoke Sannigarhi a member and shareholder of the said Society was allotted 2 Cottahs 3 Chittaks 25 Sq. ft. being the plot No.7 in the Housing project and thereafter by a registered Deed of Conveyance executed and registered on 1st September, 1982 bearing Deed No.2558 for 1982 registered in the Office of Sub Registrar of Behala, the member therein was conveyed with the right, title and interest absolutely in respect of the said property.

G) Sri Bibhas Chandra Ghosh a member and shareholder of the said Society was allotted 2 Cottahs 5 Chittaks 20 Sq. ft. being the plot No.6 in the Housing project and thereafter by a registered Deed of Conveyance executed and registered on 4th May, 1983 bearing Deed No.1397 for 1983 registered in the Office of Sub Registrar of Behala, the member therein was conveyed with the right, title and interest absolutely in respect of the said property.

H) THE SOCIETY thereafter did not convey any further plots to any other members, as they could not continue with the framed project of developing the land by dividing into 12 different plots. Thus the entire land remained undivided excepting the plot Nos.6 & 7 above mentioned.

I) The plot no 6 was further conveyed by a Deed of Conveyance dated 26th April 1995 executed between Sri Bibhas Chandra Ghosh, therein referred to as the member of Prantik Co-operative Society Ltd. and Smt. Saroj Devi Saraf, therein referred to as the Purchaser and registered with the District Sub Registrar II Alipore in Book No. I, Volume No.45, Pages 11 to 24, Being No. 1907 for the year 1995, the said Vendor sold, granted and conveyed ALL THAT piece and parcel of land measuring 2 Cottahs 5 Chittaks and 20 Sq. ft. same a little more or less and having a kachha structure of 70 Sq. ft. situated in the District of South 24 Parganas, Police Station and Sub-Registry Office at Behala, Ward No.119, Mouza – Sahapur, J. L. No.8, Touzi No.93 and 101, Khatian No.379, comprised in Dag No. 143, Vinoba Bhave Road, together with one/twelveth share in the common passage in plot No. 6 for valuable consideration therein mentioned free from all encumbrances, liens, lispens, charges whatsoever.

J) The plot no 7 was further conveyed by a Deed of Conveyance dated 8th December 1999 executed between Sri Ashoke Sannigarhi, therein referred to as the member of Prantik Co-Operative Society Ltd. and Smt. Pushpalata Tekriwal, therein referred to as the Purchaser and registered with the Additional Registrar of Assurances – I, Kolkata in Book No. I, Volume No. I, Pages 1 to 17, being No. 3655 for the year 1999, the said Vendor sold, granted and conveyed ALL THAT piece and parcel of land measuring 2 Cottahs 3 Chittaks and 25 Sq. ft. same a little more or less and having a kachha structure of 120 Sq. ft. situated in the District of South 24 Parganas, Police Station and Sub Registry Office at Behala, Ward No. 119, Mouza – Sahapur, J. L. No.8, Touzi No. 93 and 101, Khatian No. 379,

comprised in Dag No. 146 and partly in Dag No.145, Vinoba Bhave Road, together with one/twelve share in the common passage in Plot No. 7 for valuable consideration therein mentioned free from all encumbrances, liens, lispendens, charge whatsoever.

K) Thereafter by virtue of several resignations on different dates the then members of Prantik Co-Operative Housing Society Limited resigned one after another upon receiving their dues and claim from the corresponding new members and the new members were appointed.

L) Further by a Deed of Conveyance dated 17th May, 2005 executed between Nityanand Sikdar, therein referred to as the vendor and Prantik Co-operative Housing Society Limited, represented by Sri Someraj Mukherjee, therein referred to as the purchaser and registered with the Joint sub-registrar of Alipore at Behala in Book No. I, Volume No.1, Pages 1 to 15, Being no. 4258 for the year 2005, the said vendor sold, granted and conveyed ALL THAT undivided and un demarcated piece and parcel of land measuring, 8 Chittacks, in R.S. Dag No. 145 and 146, Khatian No. 1970, J.L. No. 8, Touzi Nos. 93 and 101 at Mouza – Sahapur, P.S. Behala, District – South 24 Parganas, for valuable consideration therein mentioned free from all encumbrances, liens, lispendens, charges whatsoever.

M) Thereafter Smt. Pushpalata Tekriwal conveyed back the portion of land she had purchased from Sri Ashoke Sanniibrahi to Prantik by Deed of Conveyance dated 5th December 2008 executed between Smt. Pushpalata Tekriwal, therein referred to as the Vendor and Prantik Co-Operative Housing Society Limited, represented by its Chairman Sri Someraj Mukherjee and its Secretary Sri Manish Shah, therein referred to as the Purchaser and registered with the Additional District Sub Registrar Behala being No.11363 for the year 2008, the said Vendor sold, granted and conveyed and conveyed ALL THAT piece and parcel of land measuring 2 Cottahs 3 Chittaks 25 Sq. ft. same a little more or less situated in the District of South 24 Parganas, Police Station and Sub Registry Office at Behala, Ward No. 119, Mouza – Sahapur, J. L. No. 8, Touzi No. 93 and 101, Khatian No.379, comprised in Dag No. 146 and partly in Dag No. 145, Vinoba Bhave Road, together with one/twelve share in the common passage in Plot No. 7 for valuable consideration therein mentioned free from all encumbrances, liens, lispendens, charges whatsoever.

N) Thereafter Smt. Saroj Devi Saraf also conveyed back the portion of land she had purchased from Sri Bibhas Chandra Ghosh to Prantik by a Deed of Conveyance dated 23rd December 2008 executed between Smt. Saroj Devi Saraf, therein referred to as the Vendor and Prantik Co-Operative Housing Society Limited, represented by its Chairman Sri Someraj Mukherjee and its Secretary Sri Manish Shah, therein referred to as the Purchaser and registered with the Additional District Sub Registrar Behala being No.14435 for the year 2008, the said Vendor sold, granted and conveyed ALL THAT piece and parcel of land measuring 2 Cottahs 5 Chittaks 20 Sq. ft. same a little more or less situated in the District of South 24 Parganas, Police Station and Sub-Registry Office at Behala, Ward No. 119, Mouza - Sahapur, J. L. No. 8, Touzi No. 93 and 101, Khatian No. 379, comprised in Dag No. 143, Vinoba Bhave Road, together with one/twelve share in

the common passage in Plot No. 6 for valuable consideration therein mentioned free from all encumbrances, liens, lispens, charges whatsoever.

O) Thus by virtue several Deed of Conveyance as recited hereinbefore, the Prantik Co-operative Housing Society Ltd. purchased ALL THAT piece and parcel of land measuring about 32 Cottahs 2 Chittaks 32 sqft be the same a little more or less lying and situated in R. S. Dag No. 143, 145 and 146 under R.S. Khatian Nos. 379, 1593, 1594, 1595, 1596, 1597, 1598, 1599, 1600, 1601, 1968, 1969, 1970 & 1971 in Mouza Sahapur, J. L. No. 8, Touzi No. 93 and 101, P. S. Behala, District Sub-Registry Office at Alipore and A.D.S.R. Office at Behala and its comprising Municipal Premises No. 157, Vinoba Bhave Road, within Ward No. 119 of The Kolkata Municipal Corporation, Police Station Behala, Kolkata – 700 038, hereinafter referred to as the “SAID LAND”.

P) By an Deed for exchange dated 7th March, 2007, executed between the President of India acting through the General Manager, Eastern Railways and Prantik Co-operative housing Society Ltd., registered with the Additional District Sub-Registrar Behala in Book No. I, Being deed No.2216/07 for the year 2007, the Railways agreed to exchange 727 Sq. Ft. of land, owned by Railway authorities with 1080 Sq. Ft. of land, owned by Prantik Co-operative housing Society Ltd., with the intention that 1080 Sq. Ft. of land owned by Prantik Co-operative housing Society Ltd., which was encroached by the Railways shall be retained by the Railway authorities and in exchange Prantik Co-operative housing Society Ltd. shall be allowed to retain, use and occupy the said land measuring 727 Sq. Ft owned by the Railway authorities adjoining the main Road i.e. Vinoba Bhave Road.

Q) The said Society is thus seized and possessed of or otherwise well and sufficiently entitled to All That piece and parcel of land measuring about 32 Cottahs 2 Chittaks 32 sqft be the same a little more or less, now known as premises No. 157, Vinoba Bhave Road, Kolkata – 700 038 comprised in R.S. Dag No. 143, 145 and 146, R.S. Khatian Nos. 379, 1593, 1594, 1595, 1596, 1597, 1598, 1599, 1600, 1601, 1968, 1969, 1970 & 1971 J.L. No. 8, Touzi No. 93 and 101 at Mouza – Sahapur, P.S. Behala, District – South 24 Parganas, in Ward No.119 within the limits of Kolkata Municipal Corporation free from all encumbrances liens lispens charges whatsoever.

R) The owner submitted and got the plan sanctioned by the Kolkata Municipal Corporation for construction of a Basement, Ground & Seven storied building at the said premises being sanctioned plan no.2009130256 dated 17/11/2009 on the plot of land measuring 32 Cottahs 2 Chittaks 32 sqft more or less forming the Phase I.

S) Thus, in this manner the present premises 157, Vinoba Bhave Road, measuring 32 Cottahs 2 Chittaks 32 sqft approximately on which the plan has already been sanctioned by the KMC named the Phase I project of Prantik Co-operative Housing Society Limited namely “PRANTIK RESIDENCY” was already completed.

T) At that time said Prantik Co-operative Housing Society Limited was also desirous to purchase ALL THAT piece and parcel of land admeasuring 46 Cottahs

be the same a little more or less which is adjacent and contiguous to premises No.157, Vinoba Bhave Road, Kolkata.

U) The said Prantik Co-operative Housing Society Limited has already acquired this adjacent and contiguous land of 46 Cottahs in Phase wise manner.

V) Thus by virtue of 22 (Twenty Two) Nos. of several Deed of conveyance as recited hereinbefore, the Prantik Co-operative Housing Society Ltd. also purchased ALL THAT piece and parcel of land measuring about 46 Cottahs 1 Chittaks 16 Sq. Ft be the same a little more or less now as Premises No.157, Vinoba Bhave Road, Kolkata - 700038 comprised in R.S. Dag Nos. 138, 139, 140, 141, 142, 147, 148 and 149 under Khatian Nos. 1594, 1596, 1957, 1598, 1969, 1593, 1595, 1600, 1599, 445, 1970, 1601, 441, 439, 443, 440, 444, 442 within Khatian No. 439, 1970, 1971 and 1968 in Mouza Sahapur, J. L. No.8, Touzi No. 93 and 101, Police Station Behala, District Sub-Registry Office at Alipore and A.D.S.R Office at Behala and within ward No.119 of The Kolkata Municipal Corporation in the District of South 24 Parganas (more fully and particularly mentioned and described in Part II of the FIRST SCHEDULE hereunder written and hereinafter for the sake of brevity referred to as the FREE HOLD PROPERTY which are contiguous to Phase-I.

W) After purchasing the total land of 46 Cottahs 1 Chittaks 16 Sq. Ft, the said Society amalgamated the new premises with the old premises No. 157, Vinoba Bhave Road

X) After amalgamation the said Prantik Co-operative Housing Society Ltd. has seized and possessed of or otherwise well and sufficiently entitled to ALL THAT piece and parcel of land measuring about 78 Cottahs 4 Chittaks 16 Sq. Ft be the same a little more or less lying and situated in R.S. Dag Nos. 138, 139, 140, 141, 142, 143, 145, 146, 147, 148 and 149 under Khatian Nos. 1594, 1596, 1957, 1598, 1969, 1593, 1595, 1600, 1599, 445, 1970, 1601, 379, 441, 439, 443, 440, 444, 442 within Khatian No. 439, 1971 and 1968 in Mouza Sahapur, J. L. No.8, Touzi No. 93 and 101, Police Station Behala, District Sub-Registry Office at Alipore and A.D.S.R Office at Behala and its Municipal Premises No. 157, Vinoba Bhave Road, within ward No.119 of The Kolkata Municipal Corporation and its Postal No. 157, Vinoba Bhave Road, Police Station Behala, Kolkata – 700038 and its Assessee No. 41-119-11-0159-9 in the District of South 24 Parganas (more fully and particularly mentioned and described in PART I and PART II of the FIRST SCHEDULE hereunder written and hereinafter for the sake of brevity referred to as the FREE HOLD PROPERTY.

Y) The said society recorded the said property in its name in the Office of the B.L. & L.R.O., T. M. Block, Behala.

Z) The Board of Directors of the Prantik Co-operative Housing Society Limited have decided to develop the said property by construction of building or buildings at the said premises in accordance with the Building plan to be sanctioned by the Kolkata Municipal Corporation hereunder written and referred to as the PHASE-II of PRANTIK RESIDENCY.

AA) The members of the co-operative Society are decided to construct the building at the said premises (Phase II).

BB) The Owner/Seller herein applied for Building plan for the proposed building namely PHASE II of PRANTIK RESIDENCY to be constructed on the remaining portions of land out of total land measuring 78 Cottahs 4 Chittaks 16 Sq. ft.

CC) Thereafter the said Society commercially exploit the said premises (Phase II) by construction of multi-storied building/buildings thereupon'.

DD) In pursuant thereto the Owner/Society got the Building Plan sanctioned from the Kolkata Municipal Corporation, being Building Sanctioned plan No. 2019130077 dated 02.08.2019 (hereinafter called THE SAID PLAN) for construction of a new building comprising of various flats/units on the said Premises and in accordance with the said plan, the Owner has started construction of the said new building.

EE) The said Society as Owner for the purpose of transfer of the various units/apartments/constructed spaces and other portions in the said New Building has formulated the following scheme:

- a. The Owner/Seller shall construct erect and complete the said New Building on the said Premises in accordance with the said Plan with such modifications and/or alterations as may be required by the authorities concerned or may be recommended by the Architect consisting of several self contained flats/apartments/units to be ultimately transferred in favour of intending purchasers/members on ownership basis;**
- b. The Owner/Seller shall transfer units/flats/apartments falling under its allocation, intended to be acquired by the intending purchasers/members.**
- c. Upon receipt of the full consideration amount the Owner shall nominate the purchaser to become the member of the Co-operative Society and to acquire the share and the society shall accept the nomination of the intending purchaser/s and after making him member of Society and transfer share in their favour.**
- d. Out of the total consideration to be agreed upon, the Owner/Seller is entitled to receive the entire consideration for transfer of the flat to be purchased by the intending purchasers and issue valid receipt thereof.**
- e. The right of the said Purchaser shall remain restricted to a particular unit and will have no right over and in respect of the other portions of the said building and/or the said premises; except the common area/portion as described in the Fifth Schedule herein.**
- f. Each of the intending purchasers shall have right to use the common parts and facilities in the said building as shall be determined by the Owner at the time of making over possession of the units to the intending purchasers and the intending purchasers shall accept the same without raising any objection;**
- g. The owner at its own discretion shall be entitled to frame and/or modify such scheme as the Owner/Seller may think fit and proper including that for the purpose of maintenance of common parts rendering of common services and also the rules and regulations;**
- h. The right, title and interest of the roof/ultimate roof shall always remain with the Owner/Seller but the unit owners shall always have the rights to use the ultimate demarcated roof/terrace.**

FF) The Purchaser is desirous of acquiring on ownership basis **FIRSTLY ALL THAT** the Unit No._____ having carpet area of _____ sq. ft. and balcony appurtenant to it measuring _____ sq. ft. on the _____ floor _____ Side of the new building now in course of construction at the said Premises (more fully and particularly mentioned and described in the **FIRST SCHEDULE** hereunder written and hereinafter referred to as the said **PREMISES**) containing by admeasurement chargeable area of _____ sq. ft.(SBU) be the same a little more or less (hereinafter referred to as the said **UNIT**) **AND SECONDLY ALL THAT** the right to park 1 (One) Covered car parking space in the ground floor/basement of the said new building(**CAR PARKING SPACE**) **AND THIRDLY ALL THAT** the undivided proportionate share in all common parts portions areas facilities and amenities to comprise in the said building to be constructed at the said premises (more fully and particularly mentioned and described in the **THIRD SCHEDULE** hereunder written) **AND FOURTHLY ALL THAT** the undivided proportionate impartible indivisible share in the land forming part of the said Freehold Property comprised in the said Premises attributable thereto (more fully and particularly mentioned and described in the **SECOND SCHEDULE** hereunder written and hereinafter referred to as **The Said UNIT AND THE PROPERTIES APPURTENANT THERETO**), which the Seller has agreed to sell and transfer, free from all encumbrances charges liens lispendens attachments trusts whatsoever or howsoever for the consideration and subject to the terms and conditions hereinafter appearing.

GG) The parties are desirous of recording the same in writing

NOW THEREFORE IN CONSIDERATION OF THE PAYMENTS AND OTHER TERMS, REPRESENTATIONS, WARRANTIES AND MUTUAL COVENANTS HEREIN CONTAINED, THE SUFFICIENCY OF WHICH ARE ACKNOWLEDGED BY BOTH THE PARTIES HEREIN, IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:-

ARTICLE I – DEFINITIONS

1. In this Agreement unless the context otherwise provides the following expressions shall have the meanings assigned to them as under:
 1. **ARCHITECT** shall mean the architect appointed by the Owner/Seller herein.
 2. **ASSOCIATION** shall mean any Association or Registered Society that may be formed by the Seller for the common purposes having such rules, regulations and restrictions as may be deemed proper and necessary by the Seller in its sole discretion
 3. **ADVOCATE** shall mean Mr. Partha Pratim Majumder, Advocate of 157, Roy Bahadur Road, Behala, Kolkata - 700034 appointed by the Seller for preparation of this agreement and the sale deed and/or deed of conveyance in respect of the said Unit

4. **BUILDING** shall mean the new building and/or buildings to be constructed at the said premises in accordance with the plan sanctioned by the authorities concerned with such variations as may be permitted.
5. **CARPET AREA** shall mean the net usable floor area of an apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony or verandah area and exclusive open terrace area, but includes the area covered by the internal partition walls of the apartment.
6. **CHARGEABLE AREA** shall mean the total area of the flat plus the proportionate share of the area of the common facilities, amenities, external walls etc. as may be mutually agreed upon between the Seller/ Owner and the Purchaser for the purpose of making payment of the total amount of consideration and there will be no escalation or reduction in the total amount of consideration payable by the Purchaser.
7. **CAR PARKING** shall mean the right granted by the Developer/Seller to the Purchaser to park a car/cars in the open/covered area of the Ground floor at the ground floor of the new building to be constructed at the said Premises
8. **CONSENTS** shall mean the various permissions approvals sanctions and/or consents obtained or to be obtained by the Developer for the purpose of undertaking the development of the said Premises
9. **COMMENCEMENT CERTIFICATE** shall mean the commencement certificate or building permit/plan by whatever name called issued by the concerned authorities permitting the Seller/Owner to commence the work of construction at the said Premises.
10. **COMMON PURPOSE** shall mean and include the purpose of maintaining the said premises and the said building and in particular the common parts and meeting of the common expenses and matters relating to mutual rights and obligations of the owners of various Units and common use and enjoyment thereof.
11. **COMMON AREAS,ELEMENTS AND INSTALLATIONS** shall mean the common areas installations and facilities more fully and particularly mentioned and described in the Third Schedule hereunder written
12. **COMMON EXPENSES/THE MAINTENANCE EXPENSES/CAM CHARGES** shall mean the proportionate share of common expenses to be paid borne and contributed by the intending Purchaser for rendition of common services briefly described and without limitation is in the SIXTH SCHEDULE hereunder written.
13. **COMMON FACILITIES** shall mean the facilities which shall remain common for all the owners and/or occupiers of the said new building for beneficial use and enjoyment of their respective Units.

14. **COMMENCEMENT DATE** – shall mean the date of execution of this Agreement
15. **DATE OF COMMENCEMENT OF LIABILITY** shall mean the obligation of the Purchaser to make payment of the municipal rates taxes and other outgoings including maintenance charges payable in respect of the said Unit and the Properties Appurtenant on and from the date the Purchaser becomes entitled to takeover possession of the said Unit upon notice being given by the Seller to that effect.
16. **HOUSE RULES/USER** shall mean the rules and regulations regarding the user/holding of the said Unit as hereinafter stated.
17. **PLAN** shall mean the Building plan sanctioned by the authorities concerned and shall include such modification or variation as may be made by the Seller from time to time which may be sanctioned by the Authorities concerned.
18. **PREMISES** shall mean ALL THAT the Municipal Premises No. 157, Vinoba Bhave Road, within ward No.119 of The Kolkata Municipal Corporation and its Postal No. 157, Vinoba Bhave Road, Police Station Behala, Kolkata – 700038 and its Assessee No. 41-119-11-0159-9 in the District of South 24 Parganas (more fully and particularly mentioned and described in the FIRST SCHEDULE hereunder written)
19. **PURCHASER** shall mean the said _____
- and their heirs, legal representatives, executors, administrators and assigns.
20. **PROPORTIONATE OR PROPORTIONATELY** shall mean the built up area of any Unit to bear to the built up area of all the units/Units in the said building provided that where it refers to the share of the Purchaser or any co-owners in the rates and/or taxes amongst the common expenses then such share of the whole shall be determined on the basis on which such rates and/or taxes are being respectively levied (i.e. in case the basis of any levy be on area rental income consideration or user then the same shall be determined on the basis of the area rental income consideration or user of the said Unit)
21. **SELLER** shall mean the party hereto of the First Party and shall include the present members of the said Society and/or those who may be admitted and/or taken in as member and/or members and/or those who are holding position in the Prantik Co-Operative Housing Society Limited and their respective heirs, legal representatives, executors, administrators and assigns.

22. **SINKING FUND/RESERVE FUND** shall mean the fund to be paid and/or contributed by each of the Unit owners including the Purchaser herein towards maintenance fund which shall be held by the Seller and after the said new building is completed and possession is made over and upon formation of the Association the said amount shall be transferred by the Seller to such Association.
23. **SERVICE/MAINTENANCE CHARGES** shall mean the service/ maintenance charges for the common areas installations facilities and/or amenities as may be incurred by the Seller and/or the Association incorporated for the said purposes including providing service, making such provision or incurring expenses in respect of future provision of service as the Seller and/or the Association in their absolute discretion may deem proper. The proportionate amount agreed to be paid by the Purchaser on account of the service and maintenance charges shall be determined by the Seller and/or the Association in their absolute discretion.
24. **SERVICE INSTALLATIONS** shall mean sewers, drains, channels, pipes, water courses, gutters, main wires cables, conduits, tanks, and soakways and any other apparatus for the supply of water electricity or telephone or for the disposal of foul or surface water.
25. **THE SAID UNIT AND THE PROPERTIES APPURTENANT THERETO** shall mean **FIRSTLY ALL THAT** the Unit No.____ having carpet area of _____ sq. ft. and balcony appurtenant to it measuring ____ sq. ft. on the _____ floor _____ Side of the new building now in course of construction at the said Premises (more fully and particularly mentioned and described in the **FIRST SCHEDULE** hereunder written and hereinafter referred to as the said **PREMISES**) containing by admeasurement chargeable area of _____ sq. ft.(SBU) be the same a little more or less (hereinafter referred to as the said **UNIT**) **AND SECONDLY ALL THAT** the right to park 1 (One)Covered car parking space in the ground floor/basement of the said new building(**CAR PARKING SPACE**) **AND THIRDLY ALL THAT** the undivided proportionate share in all common parts portions areas facilities and amenities to comprise in the said building to be constructed at the said premises **AND FOURTHLY ALL THAT** the undivided proportionate impartible indivisible share in the land forming part of the said Freehold Premises comprised in the said Premises attributable thereto (more fully and particularly mentioned and described in the **SECOND SCHEDULE** hereunder written)
26. **“Exclusive Balcony/Verandah/Open Terrace Area”** or **“EBVT Area”** shall mean the floor area of the balcony or verandah or open terrace as the case may be, which is appurtenant to the net usable floor area of Unit, meant for the exclusive use of the Allottee.
27. **“Extras & Deposits”** shall mean the costs and deposits specified in Clause 1.2 herein to be paid by the Allottee to the Promoter in the manner hereinafter provided;

28. "Applicable Law" shall mean all applicable laws, by-laws, rules, regulations, orders, ordinances, notifications, protocols, codes, guidelines, policies, notices, directions, judgments, decrees or other requirements or official directive of any Governmental Authority or person acting under the authority of any Governmental Authority and/ or of any statutory authority in India, whether in effect on the date of this Agreement or thereafter;
29. "Rules" means the West Bengal Housing Industry Regulation Rules, 2018 made under the West Bengal Housing Industry Regulation Act, 2017, as amended and/or substituted;
30. "Regulations" means the Regulations made under the West Bengal Housing Industry Regulation Act, 2017, as amended and/or substituted;
31. "Section" means a section of the Act;

ARTICLE II – INTERPRETATIONS

1. In this Agreement (save to the extent that the context otherwise so requires):
- i) Any reference to any act of Parliament or State Legislation whether general or specific shall include any modification, extension or re-enactment of it for the time being in force and all instruments, orders, plans, regulations, bye-laws permissions or directions any time issued under it.
 - ii) Reference to any agreement, contract deed or documents shall be construed as a reference to it as it may have been or may from time to time be amended, varied, altered, modified, supplemented or novated
 - iii) An obligation of the Purchaser in this Agreement to do something shall include an obligation to ensure that the same shall be done and obligation on its part not to do something shall include an obligation not to permit, suffer or allow the same to be done.
 - iv) Words denoting Masculine gender shall include feminine and neutral genders as well.
 - v) Words denoting singular number shall include the plural and vice versa.
 - vi) A reference to a statutory provision includes a reference to any modification, consideration or re-enactment thereof for the time being in force and all statutory instruments or orders made pursuant thereto.
 - vii) Any reference to this agreement or any of the provisions thereof includes all amendments and modification made in this Agreement from time to time in force.
 - viii) The headings in this agreement are inserted for convenience of reference and shall be ignored in the interpretation and construction of this agreement.

- ix) The Schedules shall have effect and be construed as an integral part of this agreement.

ARTICLE III – COMMENCEMENT

- 3.1 This Agreement has commenced and/or shall be deemed to have commenced on and with effect from the date of execution of this Agreement

ARTICLE IV – DECLARATION, CONFIRMATION AND ACKNOWLEDGEMENT BY THE PURCHASER

- 4.1 At or before entering into this Agreement the Purchaser has satisfied himself/herself/itself:
- i) As to the title of the Owner/Seller.
 - ii) Has caused independent searches to be made in respect of the said premises
 - iii) Has received a copy of the title deeds commencing from the date of execution of the Deed of Conveyance dated 15/10/1979 and has inspected the title deeds prior to the execution of the said Deed of Conveyance dated 10/02/2016.
 - iv) Has inspected the Plan sanctioned by Kolkata Municipal Corporation
 - vi) Acknowledges that the Seller/Owner shall be entitled to alter and/or modify the said Plan so long as it does not affect the Unit intended to be acquired by the Purchaser
 - vii) Acknowledges that the purchase price agreed to be paid by the Purchaser in terms of this agreement is fair and reasonable and has been arrived at taking into account various factors including the rights which have been reserved by the Seller and the Owners for themselves.
 - vii) Confirms that this agreement has been duly examined and vetted by the Advocate independently appointed by the Purchaser
 - viii) Confirms that the terms and conditions contained in this agreement are fair and reasonable and that there has been no domination on the part of the Seller and the Owners in causing the Purchaser to enter into this agreement
 - ix) Acknowledges that the Purchaser has satisfied himself/herself/itself as to the title of the Premises and had caused independent searches to be made through his/her/its own Advocate
 - x) Acknowledges that the right of the Purchaser shall remain restricted to the said Unit intended to be acquired by him/her and shall have no other right over and in respect of the other parts and portions of the said new building

- xi) Is fully satisfied as to the total chargeable area to comprise in the said Unit
- xi) Acknowledges that while undertaking construction of the said new building various permissions and/or consents are needed to be obtained and/or modified from time to time and as such there is a possibility of delay in completion of the said new building
- xii) The Purchaser has signed this agreement with full knowledge of all the rules, regulations, notifications and/or legislations presently in force
- xiii) Acknowledges that the Purchaser has also carried out independent investigation of title and is fully satisfied as to the title of the Owners and the right of the Seller and as such waives the right to receive any compensation in the event of there being any defect in title prior to the execution of this agreement

And has agreed not to raise any objection whatsoever or howsoever

ARTICLE V - SALE AND TRANSFER

5. TERMS:

5.1 Subject to the terms and conditions as detailed in this Agreement, the Promoter agrees to sell to the Allottee and the Allottee hereby agrees to purchase the Apartment as specified

5.2.1 The Total Consideration of Apartment is as detailed below :-

Apartment No Type____ BHK Floor_____	Rate of Apartment per sqft of carpet area Rs. _____
Cost of Apartment	Rs. _____
Cost of exclusive balcony/verandah	Rs. _____
Cost of exclusive open terrace	Rs. _____
Proportionate cost of common areas & external walls	Rs. _____
Preferential Location Charges	Rs. _____
Cost of _____ Car park ____ nos.	Rs. _____
Total Consideration of the Apartment	Rs. _____

**5.2.2 The total Extras and Deposits in respect of the Apartment is Rs. _____/-
(Rupees _____) only ("Total Extras and Deposits")**

EXTRAS AND DEPOSITS	
Advance Maintenance Charges for 12 months	Rs. _____
Transformer Charges & Electricity Charges @ Rs ____ sqft	Rs. _____
Legal and Documentation Charges @ Rs ____ per sqft	Rs. _____
Society membership Application Charges	Rs. _____
Diesel Generator Power Back @ Rs. 25000/- per 500 watts for _____ kilo watts	Rs. _____
VRV Air conditioning Charges @ Rs. ____ per sqft	Rs. _____
Swimming pool and amenities Charges @ Rs ____ per sqft	Rs. _____
Property Tax Deposit for 12 months	Rs. _____
TOTAL EXTRAS AND DEPOSITS	Rs. _____

5.2.3 The Total Taxes (GST and/or any such tax levied by the government of India every now and then) in respect of the Apartment is Rs. _____/- (Rupees _____) only ("Total Tax")

5.3 Subject to the terms and conditions hereinafter appearing and subject to the provisions of the West Bengal Housing Industry Regulation Act, 2017 and also subject to the Purchaser making payment of the amount of consideration and other amounts in the manner as hereinafter appearing the Seller has agreed to sell and transfer and the Purchaser has agreed to purchase and acquire on ownership basis FIRSTLY ALL THAT the Unit No._____ having carpet area of _____ sq. ft. and balcony appurtenant to it measuring _____ sq. ft. on the _____ floor _____ Side of the new building now in course of construction at the said Premises (more fully and particularly mentioned and described in the FIRST SCHEDULE hereunder written and hereinafter referred to as the said PREMISES) containing by admeasurement chargeable area of _____ sq. ft.(SBU) be the same a little more or less (hereinafter referred to as the said UNIT marked as shown and bordered Red thereon in the floor plan attached hereto as "Annexure A") AND SECONDLY ALL THAT the right to park 1 (One) Covered car parking space in the ground floor/basement of the said new building(CAR PARKING SPACE) AND THIRDLY ALL THAT the undivided proportionate share in all common parts portions areas facilities and amenities to comprised in the said building to be constructed at the said premises (more fully and particularly mentioned and described in the THIRD SCHEDULE hereunder written) AND FOURTHLY ALL THAT the undivided proportionate impartible indivisible share in the land forming part of the said freehold property and/or Premises attributable thereto (more fully and particularly mentioned and

described in the SECOND SCHEDULE hereunder written and hereinafter referred to as the said UNIT AND THE PROPERTIES APPURTENANT THERETO) for the consideration and subject to the terms and conditions hereinafter appearing

ARTICLE VI – CONSIDERATION/PAYMENT

1. In consideration of the above the Purchaser has agreed to pay to the Seller an aggregate sum of Rs. _____/- (Rupees _____ only) (hereinafter called the **TOTAL CONSIDERATION AMOUNT**) (which amount includes the cost of construction of the said Unit, common parts and facilities and car parking space)
2. It is declared and confirmed irrespective of the carpet area comprised in the said Unit the Purchaser shall be obligated to make payment of the total consideration amount hereinbefore mentioned and there will be no escalation/reduction in the total consideration amount.
3. The Purchaser shall make payment of the said total consideration amount in the manner as set forth in the Fourth Schedule of this Agreement
4. The Seller may from time to time give periodical notices regarding payment of the amount on account of the installments which may become due and payable in terms of the Fourth Schedule of this Agreement but the Purchaser acknowledges that it is his/her/its responsibility to make payment of the total amount of consideration as set forth in the Fourth Schedule hereunder written and waives the right to receive any notice being given by the Seller to the Purchaser
5. The entirety of the consideration amount will be paid to the Seller in the manner as appearing in the Fourth Schedule hereunder written at its office as above against accountable receipts to be issued by the Seller and payment of the amount of consideration and other amounts agreed to be paid by the Purchaser to the Seller in the manner as aforesaid shall be a complete and valid discharge of the obligation of the Purchaser to make payment of the amounts payable under this agreement in respect of the said Unit.
6. In addition to the aforesaid consideration the Purchaser agrees to make payment of the charges in respect of:
 - i) Charges for providing any additional work in and/or relating to the said Unit at the request of the Purchaser and for providing any additional facilities or utility for the said Unit shall be paid borne and discharged by the Purchaser
 - ii) All betterment fees taxes and other levies charges imposed by the Government or any other authority relating to the said Premises and/or the said Unit shall be paid and borne by the Purchaser proportionate to his/ her/ its interest therein.

7. **Time for payment shall always remain as the essence of the contract. In the event of any default on the part of the Purchaser in making payment of any of the amounts agreed to be paid in terms of this Agreement the Seller shall be entitled to claim interest at the rate of 14% per annum on the amount remaining outstanding subject to what is hereinafter appearing.**
8. **The Purchaser agrees and covenants not to claim any right or possession over and in respect of the said Unit till such time the Purchaser have made and/or deposited all the amounts herein agreed to be paid or deposited by the Purchaser.**
9. **All payments by the Purchaser would be made in the name of the Seller at its office situated at 157, Binoba Bhave Road, P.O. New Alipore, Police Station Behala presently New Alipore, Kolkata – 700038 against proper receipts being granted to that effect and any payment made by the Purchaser to the Seller in terms of this agreement against an accountable receipt shall be a complete and valid discharge of the obligation of the Purchaser to make payment of the amounts of consideration and other amounts in terms of this agreement.**
10. **The Purchaser agrees to make payment of the total amount of consideration in the manner as provided in the Fourth Schedule hereunder written and it would not be obligatory on the part of the Seller to give any notice in writing to that effect and the Purchaser assumes the responsibility of making payment of the consideration amount in terms of this agreement and in the event of any default on the part of the Purchaser in making payment of the amount of consideration or any other amounts in terms of this agreement or any part of portion thereof in the manner as detailed out in the Fourth Schedule hereunder written then and in that event without prejudice to any other rights which the Seller may have the Purchaser shall be liable to pay interest at the rate of 14% per annum on the amounts lying in arrears and this will be without prejudice to any other right which the Seller may have as hereinafter appearing**
11. **It is hereby made clear that it would not be obligatory on the part of the Seller to serve any notice or demand on the Purchaser and in any event the Purchaser waives the right to receive such notice**
- 11.1. **In the event of the Seller providing any additional materials facilities or gadgets over and above what has been agreed upon for the benefit of the residents of the building the Purchaser shall be liable to make payment of the proportionate share in respect thereof and the same shall form part of the common portions. However, whether such additional facilities or amenities are provided.**

ARTICLE VIII – DEPOSITS AND ADVANCES

- 7.1 In addition to the total consideration amount agreed to be paid by the Purchasers to the OWNER/SELLER the Purchasers agrees to make payment of various amounts on account of advances and deposits both adjustable and non-refundable to the OWENR/SELLER (details whereof will appear from the 4th Schedule, Part II hereunder written).
- 7.2 The Purchasers hereby acknowledges that without making the payments amounts to be paid on account of consideration, advances and/or deposits the Purchasers shall not be entitled to claim possession of the said Unit.

ARTICLE VIII- CONSTRUCTION COMPLETION AND POSSESSION

- 8.1 Unless prevented by circumstances beyond its control, the Seller shall construct erect and complete the said Unit in all regards on or before 31st December 2024 with a grace period of six months (hereinafter referred to as the COMPLETION DATE) unless there is delay or failure due to Force Majeure. If, however, the completion of the Project is delayed due to the Force Majeure conditions then the Allottee agrees that the Seller/Owner shall be entitled to the extension of time for delivery of possession of the Apartment. However, if the said Apartment is made ready prior to the Completion Date, the Allottee undertakes(s) and covenant (s) not to make or raise any objection to the consequent pre-ponement of his/her /their/its payment obligations, having clearly agreed and understood that the payment obligations of the Allottee are linked inter alia to the progress of construction, and the same is not a time linked plan
- 8.2 Provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Allottee agrees and confirms that, in the event it becomes impossible for the Seller to implement the Project due to Force Majeure conditions, then this allotment shall stand terminated and the Promoter shall refund to the Allottee the entire amount (less any taxes collected from the Allottee) received by the Seller, from the allotment within 45 (forty-five) days from that date. The Seller shall intimate the Allottee about such termination at least 30 (thirty) days prior to such termination. After refund of the money paid by the Allottee, the Allottee agrees that he/ she shall not have any rights, claims etc. against the Promoter and that the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.
- 8.3 It is clarified that all amounts collected as taxes, charges, levies, cess, assessments and impositions and deposited with the appropriate authorities concerned shall not be returned by the Seller and the Allottee shall be free to approach the authorities concerned for refund of such taxes, charges, levies, cess, assessments and impositions.
- 8.4 The said Unit shall be deemed to have been completed if certified so by the Architect for the time being.

- 8.5 The Seller shall construct erect and complete the said New Building and/or the said Unit in a workmanlike manner and in accordance with the specifications detailed out in the Fifth Schedule hereunder written**
- 8.6 The Purchaser acknowledges that while carrying out the work of construction there may be slight deviation from the said plan, such deviations within the permissible limits of the Building rules and regulations of Kolkata Municipal Corporation and as such for the purpose of regularization of the same the Plan may need to be altered and/or modified and such alterations/,modifications being permissible in accordance with the building rules and regulations the Purchaser consents to the Seller altering and/or modifying the said Plan and it will not be obligatory on the part of the Seller to obtain any further consent of the Purchaser and this agreement by itself is and shall be treated as the consent of the Purchaser**
- 8.7 In the event of the Purchaser requiring any up gradation of materials and/or specification in the said Unit/Unit, in the event of the Seller agreeing to carry out such up gradation, all costs charges and expenses in respect thereof shall be paid borne and discharged by the Purchaser.**
- 8.8 Within seven days from the date of completion a communication would be given by the Seller regarding the completion (hereinafter referred to as the NOTICE OF POSSESSION) and the Purchaser shall take possession of the said Unit subject however to the Purchaser making payment of all the amounts to be paid under this Agreement. However, if the Purchaser fails to take possession of the said Unit, the Purchaser shall also be liable to pay and/or contribute the proportionate share of all the municipal rates and taxes, other public outgoings and impositions and all maintenance charges and outgoings as described in the Sixth Schedule hereinafter in respect of the said Unit from the date of Notice of Possession.**
- 8.9 From the Date of completion and notifying the Purchaser for the same, all municipal rates taxes and other outgoings including maintenance charges payable in respect of the UNIT AND THE PROPERTIES APPURTENANT THERETO shall have to be paid borne and discharged by the Purchaser.**
- 9.0 The Purchaser acknowledges that the Seller shall be entitled to undertake further and/or additional constructions at the said building and/or premises in accordance with the plan which may be sanctioned by the authorities concerned without any hindrance and/or obstruction by the Purchaser or any person and/or persons claiming through him/her/it and the Buyer hereby agrees not to raise any objection whatsoever or howsoever and in the event of the Buyer raising any objections and/or causing any hindrance then and in that event the Purchaser shall be liable to compensate the Developer in terms of the said scheme as hereinbefore recited and acknowledges that the amount to be paid by the Purchaser as and by way of predetermined liquidated damages is fair and reasonable keeping in view the large stake of the developer in undertaking development of the said premises.**

ARTICLE IX – COMMON ELEMENTS

- 9.1 COMMON ELEMENTS – shall mean the common elements of the housing complex which includes the Land and all parts of the building and improvements thereon, other than the Units/Units, as well as the personal property and fixtures existing in, on or under the property or elsewhere, either currently or hereinafter existing, for common use of all the Units or by all the Unit owners which is necessary for, or convenient to, the existence, maintenance, management, operation or safety of the property as a whole. Those portions of the Common Elements which serve or benefit some but not all of the Units, or the use of which is restricted for some Units but not all Unit Owners are in general referred to as Limited Common Elements**
- 9.2 Use of Common Elements – Subject to the provisions of this agreement and also subject to the rules and regulations which may be made applicable to all the Unit owners and/or as may be altered and/or modified from time to time the Common Elements shall be for common use of all the Owners and/or their tenants, lessees and other occupiers and not those which are specifically reserved for any Unit and/or Unit Owner**
- 9.3 GENERAL COMMON ELEMENTS – shall include, without limitation, the following:**
- i) The Land and all other areas of the properties and all apparatus, systems, equipment and installations how or hereafter existing in the building or on the property nor part of any Unit, for the common use of all Units or by all Units owners necessary or convenient for the existence, maintenance or use of the property as a whole**
 - ii) All foundations, columns, girders, beams and supports, including load bearing walls but excluding those which are specifically designated elsewhere**
 - iii) All structural floor assemblies including the underside of such assembly ceiling**
 - iv) All exterior walls of the building and the structural masonry walls**
 - v) All windows, window frames, casements and mullions**
 - vi) All central and appurtenant installations for services such as electricity, telephone, television, gas, sewer, waste, hot and cold water (including all pipes, ducts, wires, chutes, cables and conduits located in Common Elements or in Units) and all other mechanical equipment spaces (except those which are contained in any Units which serve or benefit all owners or other general common elements**
 - v) All other facilities of the building including but not limited to shafts, pipes, wires, ducts, vents, cables, conduits and lines) which serve or benefit or are necessary or convenient for the existence, maintenance, operation or safety of all Units or all Unit owners**

**ARTICLE XI- MAINTENANCE OF THE COMMON PARTS – PAYMENT OF
MAINTENANCE CHARGES**

- 11.1 Upon completion of the new building the Seller shall cause to be formed a Syndicate/Association/Society (hereinafter referred to as the HOLDING ORGANISATION) for taking control of the common parts and portions of the said new building and to remain liable for maintenance of common services
- 11.2 As and when such Holding Organization is formed the Purchaser shall become a member of such Holding Organization and shall abide by the rules and regulations which may be framed by such Holding Organization from time to time
- 11.3 Until such time such Holding Organization is incorporated and/or formed the Purchaser shall remain liable to make payment of the CAM Charges to the Seller or any one of them or to any person who may be authorized by them and in the event of the Seller deciding to entrust the maintenance of the common parts and portions and rendition of common services to any Facility Management Company (hereinafter referred to as the FMC) the Seller shall be entitled to do so and the Purchaser shall be liable and agrees to make payment of the CAM charges payable by him/her to such FMC and in addition thereto shall also be liable to make payment of a sum equivalent to 15% to 20% of such CAM Charges towards remuneration of the said FMC.
- 11.4 If at any time the Seller shall decide and in this regard the decision of the Seller shall be binding on the Purchaser, the Purchaser may entrust the maintenance of the common parts and portions and rendition of common services to an Adhoc Committee of Unit owners (hereinafter referred to as the ADHOC COMMITTEE) and such Adhoc Committee shall comprise of such of the Unit owners who may be nominated by the Seller and the Purchaser shall be bound by the same.
- 11.5 The Purchaser shall regularly and punctually make payment of the CAM Charges without any abatement and/or deduction on any account whatsoever or howsoever and in the event of any default the Purchaser shall be liable to pay interest at the rate of 18% per annum on the amounts lying in arrears and if such default shall continue for a period of three months then and in that event the Purchaser shall not be entitled to avail of any of the said facilities and/or utilities and the Seller and/or Holding Organization and/or FMC and/or Adhoc Committee as the case may be shall be entitled to and the Purchaser hereby consents:
- i) to discontinue the supply of electricity to the Purchaser's Unit
 - ii) to disrupt the supply of water

- iii) to withdraws the lift facilities to the Purchaser and/or to the members of his family including the Purchaser's visitors, servants and agents
- iv) To discontinue the facility of DG Power back-up

And such facilities shall not be restored until such time the Purchaser have made payment of all the amounts lying in arrears together with interest accrued at the aforesaid rate including all costs charges and expenses incurred till then by the Seller for realization of the amounts lying in arrears

- 11.5 Upon formation of the said Holding Organization, The Purchaser shall regularly and punctually make payment of the proportionate share of maintenance charges to such Holding Organization and shall become a member of such Holding Organization and shall abide with all the rules and regulations as may be framed and/or made applicable by such Holding Organization to all the Unit owners and/or occupiers of the said Residential Complex
- 11.6 So long as each Unit in the said Premises shall not be separately mutated and assessed by the Municipality, the Purchaser shall pay the proportionate share of all rates and taxes assessed on the whole premises from the date of notice of possession/date of possession, to the Seller/facility manager within 7 days from the demand being made. Such proportion is to be determined by the Seller on the basis of the proportionate area of the Purchaser Unit.

ARTICLE XII – HOUSE RULES

- 12.1 After the Purchaser have taken over possession of the said Unit the Purchaser as a separate covenant as and by way of affirmative covenants has agreed:
- a) TO CO-OPERATE with the other co-Purchaser and/or co-buyers and the Vendor in the management and maintenance of the said building.
 - b) TO OBSERVE the rules framed from time to time by the Seller and upon appointment of the FMC and/or formation of the Holding Organization by such FMC and/or Holding Organization as the case may be.
 - c) TO ALLOW the Seller and/or its authorized representative and upon appointment of FMC, such FMC to enter into the said Unit and/or common parts and areas including the Utility Room, for the purpose of maintenance and repairs.

- d) **TO PAY and bear the common expenses and other outgoing and expenses since the date of possession and also the rates and taxes for and/or in respect of the said Building including those mentioned in the NINTH SCHEDULE hereunder written proportionately for the building and/or common parts/areas and wholly for the said Unit and / or to make deposits on account thereof in the manner mentioned hereunder to or with the Seller and upon appointment of the FMC to such FMC. Such amount shall be deemed to be due and payable on and from the date of possession whether actual possession of the said Unit has been taken or not by the Purchaser.**
- e) **TO DEPOSIT the amounts reasonably required with the Seller and upon appointment of the FMC to such FMC as the case may be towards the liability for the rates and taxes and other outgoings.**
- f) **TO PAY charges for electricity in or relating to the said Unit wholly and proportionately relating to the common parts.**
- g) **To use the said Unit for residential purposes only and for no other purpose whatsoever or howsoever**
- h) **To pay and discharge all existing and future rates and water charges, taxes, duties, charges, assessments, impositions and outgoings whatsoever which now are or at any time in future may be charged, levied, rated, assessed or imposed in respect of the said Unit**
- i) **From time to time and at all times to repair and maintain and keep in good and substantial repair and condition the said Unit**
- j) **To keep the said Unit in a clean and tidy condition and to clean both sides of all windows and window frames and all other glass and other panels in the said Unit**

12.2 The Purchaser hereby further covenants by way of negative covenants as follows:

- a) **NOT TO sub-divide the said Unit and / or the Parking space or any portion thereof.**
- b) **NOT TO do any act deed or thing or obstruct the construction and completion of the said building in any manner whatsoever and notwithstanding any temporary obstruction in the Purchaser's enjoyment of the said Unit.**
- c) **NOT TO throw dirt, rubbish or other refuse or permit the same to be thrown or accumulated in the said building and / or compound or any portion of the building except in the space for garbage to be provided in the ground floor of the said building.**

- d) **NOT TO store or bring and allow to be stored and brought in the said Unit any goods of hazardous or combustible nature or which are too heavy as to affect or endanger the structures of the building or any portion of any fittings for fixtures thereof including windows, doors, floors etc. in any manner.**
- e) **NOT TO hang from attach to the beams or rafters any articles or machinery which are heavy or likely to affect or endanger or damage the construction of the building or any part thereof.**
- f) **NOT TO fix or install air conditioners in the said Unit save and except at the places, which have been specified in the said Unit for such installation.**
- g) **NOT to allow goods, articles or materials of any description to be stored, stocked or displayed on any of the building common parts or otherwise other than in suitable bins and/or receptacles provided for such purpose.**
- h) **NOT to do or cause anything to be done in or around the said Unit which may cause or tend to cause or that amount to cause or affect any damage to any flooring or ceiling of the said Unit or adjacent to the said Unit or in any manner interfere with the use and rights and enjoyment thereof or any open passages or amenities available for common use.**
- i) **NOT to use the said Unit or any part or portion thereof for any political meeting nor for any dangerous noxious or offensive trade or business**
- j) **NOT to slaughter or permit to be slaughtered any animal and/or bird nor do any act deed or thing which may hurt or injure the sentiments of any of the other owners and/or occupiers of the said residential complex**
- k) **NOT to permit any sale by auction or public meeting or exhibition or display to be held upon the Unit nor to permit or suffered to be done into or upon the said Unit or any part thereof any act or thing which is illegal or immoral or which shall or may be or become a nuisance, damage, unreasonable annoyance or unreasonable inconvenience to the other owners and/or occupiers.**
- l) **NOT to keep in the said Unit any article or thing which is or might become dangerous, offensive, combustible, inflammable radioactive or explosive of which might increase the risk of fire or explosion or in any way injure by percolation, corrosion or otherwise cause damage to the said Unit and/or any other Unit in the said residential complex**
- m) **NOT to discharge into any conducting media any oil or grease or any noxious or deleterious effluent or substance which may cause an obstruction or might be or become a source of danger or which might injure the conducting media or the drainage system of the residential complex**

- n) **NOT TO create hindrance/obstruction in any manner whatsoever to occupiers of the other blocks particularly regarding use of Common Parts and Portions.**
- o) **NOT TO damage or demolish or cause to be damaged or demolished the said Unit or any part thereof or the fittings and fixtures affixed thereto.**
- p) **NOT TO close or permit the closing of verandahs or lounges or balconies or lobbies and common parts and also not to alter or permit any alteration in the elevation and outside colour Scheme of the exposed walls of the Verandah, lounges or any external walls or the fences of external doors and windows including grills of the said Unit which in the opinion of the Seller/FMC differs from the colour scheme of the building or deviation or which in the opinion of the Seller/FMC may affect the elevation in respect of the exterior walls of the said building.**
- q) **NOT TO install grills which are protruding the windows, such grills to be fitted only inside the windows and shall be of such as shall be approved by the Vendor and / or the Architect and the place where such grills are to be put up shall be as designated or identified by the Seller / Architect / FMC.**
- r) **NOT TO do or permit to be done any act or thing which may render void or make voidable any insurance in respect of the said Unit or any part of the said building or cause increased premium to be payable in respect thereof if the building is insured.**
- s) **NOT TO make in the said Unit any structural addition and / or alteration such as beams, columns, partition walls etc. or improvement of a permanent nature except with the prior approval in writing of the Seller/ FMC and / or any concerned authority. The cost of such approvals and other civil expenses as well as departmental expenses shall be solely borne by the Purchaser.**
- t) **NOT TO overload and/or draw excess electricity so as to cause overloading of the electricity connection**
- u) **THE PURCHASER shall not fix or install any window antenna or on the roof or terrace of the said building nor shall fix any antenna**
- v) **The Purchaser shall not object to the sale of any unsold stock such as the Servant's Quarter, car parking space by the Seller to any other person and/or persons as the Seller in their absolute discretion may deem fit and proper.**
- w) **NOT TO use the said Unit or permit the same to be used for any purpose whatsoever other than residential purpose and shall not use for the purpose which may or is likely to cause nuisance or annoyance to occupiers of the other portions of the said building or to the Owners**

and occupiers of the neighboring premises or for any illegal or immoral purpose or as a Boarding House, Club House, Nursing Home, Amusement or Entertainment Centre, Eating or Catering Place Dispensary or a Meeting Place or for any commercial or industrial activities whatsoever and similarly shall not keep in the parking place, if allotted, anything other than private motor cars or motor cycles and shall not raise or put any kutcha or pucca construction grilled wall/enclosures thereon or part thereof and shall keep it always open as before, Dwelling or staying of any person or blocking by putting any articles shall not be allowed in the car parking space.

- x) NOT TO use the allocated car parking space or permit the same to be used for any other purpose whatsoever other than parking of its own car/cars.
- y) NOT TO park car on the pathway or open spaces of the building or at any other spaces except the space allotted to it and shall use the pathways as would be decided by the Seller/FMC.
- z) NOT TO display or permit any person to display raw meat or sacrificing of animals on the common parts or portions of the said building or at the said premises.
- aa) NOT TO do or permit to be done any act deed or thing whereby the sentiments of other occupants are in any way injured or hurt.

CAR PARKING SPACE:

- a. Parking of Car will be permitted only if specifically allotted. No parking will be permitted unless such space is purchased from the Seller. Allotment of such Car parking space is absolutely at the discretion of the Seller.
- b. THE said Parking Space/s shall be used only for the Purpose of Parking of car (s).
- c. THE Purchaser shall not permit anybody to reside in the said Parking Space/s or use the same for any other purpose other than parking of cars.
- d. THE Purchaser shall not park nor shall permit anybody to park the car(s) in the said Parking Space(s) in a manner, which may obstruct the movement of other car(s).
- e. THE Purchaser shall not be entitled to cover up and / or make any construction on the said Parking Space(s) and / or open spaces.
- f. NOT to store nor permit anybody to store any articles or things into or upon the said Parking Space(s).

- g. TO abide by all the rules and regulations as may be made applicable for the use of the Parking Space(s) from time to time by the FMC.**
- h. MUST NOT let, or part with possession of the Car Parking Space excepting as a whole with the said Unit to anyone else excepting to a person who owns a Unit in the building and the Purchaser will give an undertaking and sign a document of adherence that the Car Parking space will be held only for the parking of cars.**

12.3 The aforesaid negative covenants are independent of each other and are capable of being enforced independently.

ARTICLE XIII - REPRESENTATIONS AND WARRANTIES OF THE SELLER/ OWNER:

The Seller hereby represents and warrants to the Purchaser as follows:

- (i) The Seller has absolute, clear and marketable title with respect to the Land; the requisite rights to carry out development upon the Land and absolute, actual, physical and legal possession of the Land for the Project;**
- (ii) The Seller has lawful rights and requisite approvals from the competent authorities to carry out development of the Project;**
- (iii) There are no encumbrances upon the Land or the Project as on the Effective Date;**
- (iv) There are no litigations pending before any Court of law or Authority with respect to the Land, Project or the Apartment;**
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and Apartment are valid and subsisting and have been obtained by following due process of law. Further, the Seller has been and shall, at all times remain to be in compliance with all Applicable Laws in relation to the Project, said Land, Building and Apartment and Common Areas;**
- (vi) The Seller has the right to enter into this Agreement and has not committed or omitted to perform any act or thing whereby the right, title and interest of the Purchaser created herein, may prejudicially be affected;**
- (vii) The Seller has not entered into any agreement for sale and/or development agreement or any other agreement/arrangement with any person or party with respect to the Land, including the Project and the said Apartment which will, in any manner, affect the rights of Purchaser under this Agreement;**
- (viii) The Seller confirms that the Seller is not restricted in any manner whatsoever from transferring the ownership rights of the Apartment to the Purchaser in the manner contemplated in this Agreement;**

- (ix) At the time of execution of the deed of conveyance the Seller shall hand over lawful, vacant peaceful, physical possession of the Apartment to the Allottee and the Common Areas to the Association or the competent authority, as the case may be;
- (x) The Land is not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the Land;
- (xi) The Seller has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said Project to the competent authorities till the completion certificate has been issued and possession of Apartment along with Common Areas (equipped with all the specifications, amenities and facilities) has been handed over to the Purchaser and the Association or the competent authority, as the case may be;
- (xii) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received by or served upon the Seller in respect of the Land and/or the Project.

ARTICLE-XIV – EVENTS OF DEFAULTS AND CONSEQUENCES

1. Subject to the Force Majeure clause, the Seller shall be considered under a condition of default, If the Seller fails to provide ready to move in possession of the Unit within the time as stipulated above (For the purposes of this agreement the expression 'ready to move in possession' shall mean that the apartment shall be in a habitable condition which is complete in all respects In the event of Default by the Seller as mentioned above, the Purchaser is entitled to receive interest from the Seller at the rate of 15% per annum for every month of delay till handing over possession of the Unit which shall be paid within 45 days from the same becoming due and payable
2. If for any reason the Purchaser shall fail to make payment of the amount of consideration and other amounts payable in terms of this agreement then and in that event the Purchaser shall be liable and agrees to make payment of interest at the rate of 15% per annum until such time the amounts in arrears together with interest thereon is fully paid and/or liquidated PROVIDED HOWEVER if such default shall continue for a period of 60 days from the date of the same becoming due and payable then and in that event without prejudice to any other right which the Seller may have the Seller shall be entitled to cancel and/or rescind this agreement and forfeit a sum equivalent to 10% of the amount of consideration out of the moneys paid by the Purchaser till then as and by way of predetermined liquidated damages and refund the balance amount to the purchaser. Such refund to

take place within a period of six months from the date of cancellation or upon the Seller entering into an agreement for sale and transfer of the said Unit with any other intending purchaser, whichever event shall happen first.

3. Upon such termination and/or cancellation as above by the Seller the Purchaser shall cease to have any right under this agreement or in respect of the said unit and the properties appurtenant thereto excepting the right to claim refund of the amount of consideration paid till then by the Purchaser less ten percent of the total amount of consideration.
4. The Purchaser shall have the right to cancel/ withdraw his allotment in the Project as provided in the Act: provided that subject to clause 5 below, where the Purchaser proposes to cancel/withdraw from the project without any fault of the Seller, the Purchaser shall serve a 1 (one) months' notice in writing on the Seller and on the expiry of the said period the allotment shall stand cancelled and the Seller herein shall be entitled to forfeit an amount equal to the Cancellation Charges of 10% of the total consideration amount and the applicable GST payable on such Cancellation Charges. The balance amount of money paid by the Purchaser shall, subject to clause 6 below, be returned by the Seller to the Purchaser within 45 (forty-five) days of such cancellation or on transfer of the Said Apartment to any other Apartment Acquirer, whichever is later. However may it be clarified that the balance amount shall be payable subject to the execution of the Deed of Cancellation. The total expenses of the Deed of Cancellation shall be borne by the Purchaser.
5. Where the Purchaser proposes to cancel/withdraw from the Project without any fault of the Seller then in such event the Purchaser shall be entitled to exercise such right of termination only if on the date when the Purchaser so expresses his intent to terminate this Agreement, the Total consideration of Apartment then prevailing for transfer of an Apartment in the Project is not less than the Total consideration of Apartment payable by the Purchaser under this Agreement, and the Purchaser agree(s) and undertake(s) that the decision of the Seller in this regard shall be final and binding on the Purchaser.
6. It is clarified that all amounts collected as taxes, charges, levies, cess, assessments and impositions and deposited with the appropriate authorities concerned shall not be returned by the Seller and the Purchaser shall be free to approach the authorities concerned for refund of such taxes, charges, levies, cess, assessments and impositions.
7. The Seller shall compensate the Purchaser in case of any loss caused to him due to defective title of the Land, on which the Project is being developed or has been developed, in the manner as provided under the Act and the claim for interest and compensation under this provision shall not be barred by limitation provided under any law for the time being in force.

ARTICLE-XV - NOMINATION

- 14.1 THE Purchaser shall not be entitled to transfer and assign the benefit of this agreement to any other person and/or persons nor create any interest of any other party in respect of the said Unit or under this Agreement before expiry of a period of 24 months from the Commencement Date i.e. the date of this Agreement.
- 14.2 After expiry of a period of 24 months from the commencement / agreement date the Purchaser shall be entitled to nominate any other person and/or persons in his/her place and stead for acquiring the said Unit in terms of this Agreement after obtaining consent from the Seller in writing and upon making payment of a sum to be calculated at the rate of 2% on the total super built up area as and by way of Nomination costs
- 14.3 The Transferee and/or Assignee as the case may be shall be bound by the terms and conditions of this agreement.

ARTICLE XVI – GST AND OTHER LEVIES

- 15.1 The Purchaser shall be liable and agrees to make payment of the amount which may become due and payable on account of GST. In addition thereto the Purchaser shall be liable and agrees to make payment of any amount which may become payable on account of any Cess, charges, taxes that may be imposed by any statutory authority from time to time under any law time in force.

ARTICLE-XVII – FORCE MAJEURE

- 16.1 The Seller shall not be regarded in breach of any of the terms and conditions herein contained and on the part of the Seller to be performed and observed if it is prevented by any of the conditions herein below:
- 1.Fire.
 - 2.Natural calamity.
 - 3.Tempest.
 - 4.Labour unrest.
 - 5.Any prohibitory order from the Courts, Kolkata Municipal Corporation and other authorities.
 - 6.Any local problems/disturbances
 - 7.Any other unavoidable circumstances beyond the control of the Seller.
- 16.2 If construction of the said new building is delayed because of any force majeure conditions the Purchaser agrees that the Seller shall be entitled to extension of time for delivery of possession PROVIDED HOWEVER such

force majeure conditions are not in the nature which makes it impossible for the contract to be implemented.

ARTICLE-XVIII – DOCUMENTATION AND PROFESSIONAL CHARGES

- 17.1 Mr. Partha Pratim Majumder of 157, Roy Bahadur Road, Behala Kolkata, the Advocate of the Seller has prepared this Agreement and shall also draft the Deed of conveyance and/or transfer in respect of the said Unit including all other deeds documents and instruments as may be necessary and/or required and the Purchaser commits himself/herself/itself to accept such drafts and/or deeds documents and instruments as shall be prepared by Mr. Majumder excepting that the Purchaser shall be entitled to obtain an independent advice PROVIDED HOWEVER this will not absolve the Purchaser to make payment of the fees of Mr. Majumder as hereinafter appearing:
- i) a sum of Rs. 15/- per sqft being 50% of the total amount payable at the time of signing and registration of this agreement being the fees of Mr. Partha Pratim Majumder, Advocate towards his fee for the preparation of this Agreement
 - ii) a further sum of Rs. 15/- per sqft being the final amount of fees of Mr. Partha Pratim Majumder for drafting of the Deed of Conveyance in favour of the Purchaser and the said sum shall be paid at or before taking over possession of the said Unit.
- 17.2 Stamp duty, registration charges and other incidental expenses and/or in relation to conveyance of the said Unit and for obtaining approval and consent necessary for such transfer and also any other assurances, deeds required to be made for or in relation thereto shall be borne and paid by the Purchaser.

ARTICLE XIX – EXECUTION OF THE CONVEYANCE

- 18.1 Within 30 days from the date of the Seller making over possession of the said unit it shall be the obligation and responsibility of the Purchaser to cause the Deed of Conveyance to be executed and for the aforesaid purpose the Purchaser shall deposit the requisite amount on account of the stamp duty, registration charges and legal fees and within 15 days from the Purchaser depositing the amounts as aforesaid the Seller shall execute the Deed of Conveyance.
- 18.2 In the event of the Purchaser failing to obtain the Deed of Conveyance in the manner as aforesaid the Purchaser shall be liable to make payment and to continue to make payment of the proportionate amount on account of municipal rates taxes and other outgoings including maintenance charges payable in respect of the said Unit and in addition thereto shall make payment of a sum of Rs. 500 per day as and by way of guarding charges.
- 18.3 In the event of the Purchaser failing to obtain the Deed of Conveyance in the manner as aforesaid the Purchaser shall be liable for all consequences

arising therefrom and shall keep the Seller saved harmless and fully indemnified from and against all costs charges claims actions suits and proceedings

ARTICLE XX – DEFECT LIABILITY – REMOVAL OF DEFECTS

- 19.1 In the event of there being any structural defect in the said Unit within _____ months from the date of taking possession the said Unit and not occasioned because of any act deed or thing by the Purchaser or any person claiming through or under it and such defect is certified so by the Architect then and in that event, it shall be the obligation and responsibility of the Seller to cure and/or remedy such defects at its own cost.
- 19.2 To enable the Seller to cure such defects if required the Purchaser shall vacate the said Unit to enable the Seller to cure and/or remedy such defects.

ARTICLE-XXI - MISCELLANEOUS

1. **TERMS REASONABLE** – The Purchaser acknowledges that the terms and conditions herein contained are fair and reasonable and the Purchaser confirms and declares that he/she/it has entered into this agreement after taking the various factors into consideration and the amount of consideration agreed to be paid by the Purchaser is fair and reasonable and has agreed not to raise any objection on any account whatsoever or howsoever
2. **SUPERCESSION-** This Agreement supersedes all earlier recordings agreements memorandums brochures and/or arrangements between the Parties hereto and the parties hereto shall be bound by the terms and conditions herein contained.
3. **COUNTER PARTS -** This Agreement has been prepared in duplicate. The original of this Agreement has been made over to the Purchaser.
4. **NO CREATION OF ANY CHARGE-** This Agreement is personal and except for the purpose of nomination to be effected in the manner as hereinbefore stated, the Purchaser shall not be entitled to transfer, let out, mortgage, grant lease in respect of the said Unit/ Unit without the consent in writing of the Seller until such time the full amount of consideration has been paid by the Purchaser to the Seller and the Purchaser performing and observing all the other terms and conditions herein contained and on the part of the Purchaser to be performed and observed **PROVIDED HOWEVER** after the full payment of the entire consideration amount the Purchaser shall be entitled to let out, grant, lease and/or mortgage and/or in any way deal with the said Unit for which no further consent of the Seller shall be required. However prior intimation in writing should be given to

Maintenance Company/ Committee/Association before renting it out on lease/on rental basis.

5. **PURCHASER'S RIGHT** - The right of the Purchaser shall remain restricted to the said Unit and the Properties Appurtenant thereto and in no event the Purchaser shall be entitled and hereby agrees not to claim any right in respect of the other parts or portions of the said building and the said Premises.
6. **FINANCIAL ASSISTANCE** - For the purpose of facilitating the construction of the said Complex the Seller may apply for and obtain financial assistance from banks and other financial institutions.
7. **NAME OF THE PROJECT** - The name of the project shall be "NAV PRANTIK" and will not be changed.
8. **PURCHASER'S OBLIGATION** The Rules for use of all common facilities shall be laid down by the Seller/Committee/Association and in framing such rules Committee/Association shall not make any discretion between Unit Owners of the project in the said premises. The right over the common parts and portions of the Residential Complex will accrue to the Purchaser only upon acquiring ownership rights with respect to the Said Unit and Appurtenances thereto. The Purchaser further acknowledges the right of the Units owners, both in Phase I and Phase II, in the said premises/complex to use the facilities and amenities comprising in the said premises/ complex once the same is commissioned/constructed and the Purchaser shall not raise any objection whatsoever or howsoever. From date of possession of the Said Unit and the properties Appurtenances thereto the Purchaser assures/commits to pay the rates and taxes applicable to the Unit and the Maintenance Charges which shall include his/her/its proportionate share of charges/expenses in maintaining all the facilities and amenities comprising the **GENERAL COMMON ELEMENTS** irrespective of use/availability.
9. **NO PARTNERSHIP** - The SELLER and the Purchaser have entered into this Agreement purely on principal to principal basis and nothing stated herein shall be deemed to constitute a partnership between the SELLER and the Purchaser or to be construed as a joint venture or joint ventures between the Purchaser and the Seller nor shall the Seller and the Purchaser constitute an association of persons. Such party shall keep the other party duly indemnified from and against the same.
10. **SELLER' RIGHTS** - The Seller shall be entitled to put neon sign, hoardings and other display materials and communication equipments with poles/towers which are not hazardous to health on any part or portion of the roof of the Blocks, the Purchaser hereby consents and waives all rights to enable the Seller to put up such neon sign, hoardings and other display materials and communication equipments with poles/towers which are not hazardous to health and agrees not to raise any objection whatsoever or claim any share in the rent. For the purpose of erection of such neon signs or communication equipments the Seller shall be entitled to use the lifts,

stair case, common parts and portions for the purpose of repair, replacement, erection of such hoarding/display materials and the communication equipments.

11. **ENTIRE AGREEMENT** - The Agreement contains the entire Agreement of the parties and no oral representation or statement shall be considered valid or binding upon either of the parties nor shall any provision of this Agreement be terminated or waived except by written consent by both the parties. The Purchaser acknowledges upon signing this agreement, conditions, stipulations, representations, guarantees or warranties have made by the Seller other than what is specifically set forth herein.
12. The Purchaser have agreed to keep in deposit an amount on account of Sinking Fund (Development Fund) which the Seller shall invest in such securities as it deems fit and proper it being agreed that the interest accrued due on shall be utilized or applied for the purpose of discharging the obligation of the Purchaser to make payment of the proportionate share of maintenance charges and in the event of such interest being less than the amount proportionate maintenance charges agreed to be paid by the Purchaser, then and in that event the Purchaser shall make payment of the balance amount forthwith.
13. **NO WORKS CONTRACT** - It is hereby expressly agreed by and between the parties hereto that nothing herein contained shall be construed to be a "Works Contract" and it is hereby further agreed by and between the parties hereto in the event of the Seller being liable to make payment of any GST or any other statutory tax or duty or levy in respect of this Agreement, the Purchaser shall be liable and agrees to make payment of the same at or before taking over possession of the said Unit.
14. If any provision of this Agreement or the application thereof, to any circumstance, shall be invalid or unenforceable to some extent, the remainder of this Agreement shall not be affected thereby and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by the law. If any such provision is so held to be invalid, illegal and unenforceable, the Parties hereto undertake to use their best efforts to reach a mutually acceptable alternative to give effect to such provision in a manner, which is not invalid, illegal and unenforceable.
15. The Purchaser has assured the Seller that he/she has the financial capacity to pay the balance of the total consideration amount in the manner mentioned herein.
16. The Seller shall have exclusive right over such open areas within the Premises, which are not specifically allotted and the same shall be construed and shall form part of the Limited Common Areas.
17. During construction of the complex Purchaser can make visits to his Units only after obtaining prior permission/entry pass from the Site office.

ARTICLE-XXII- NOTICE

- 21.1 All notices to be served hereunder by either of the parties to the other shall be deemed to have been served on the 15th day of the date the same has been delivered for dispatch to the postal authority by registered post with acknowledgement due at the last known address of the parties hereto.

ARTICLE-XXIII- ARBITRATION

- 22.1 All disputes and differences between the parties hereto regarding the construction or interpretation of any of the terms and conditions herein contained or touching these presents or determination of any liability shall be referred to the sole arbitration of Mr. Partha Pratim Majumder of 157, Roy Bahadur Road, Behala Kolkata, the Advocate any person nominated by him or any other person acceptable to the Parties and the same shall be deemed to be a reference within the meaning of the Arbitration and Conciliation Act 1996.
- 22.2 The Arbitrator shall have summary power.
- 22.3 The Arbitrator shall have power to give interim awards and/or directions.
- 22.4 It will not be obligatory on the part of the Arbitrator to give any reasoned or speaking award.
- 22.5 The parties hereto agree and covenant with each other that they have full trust and faith in the Arbitrator and agrees not to challenge and/ or dispute the same in any manner whatsoever or howsoever.

ARTICLE-XXIV - JURISDICTION

- 23.1 Courts at Kolkata alone shall have jurisdiction to entertain and try all actions, suits and proceedings arising out of this agreement.

**THE FIRST SCHEDULE ABOVE REFERRED TO
(THE SAID PREMISES)
PHASE I – FREEHOLD PROPERTY**

ALL THAT piece and parcel of land measuring about 32 Cottahs 2 Chittaks 32 sq. ft. be the same a little more or less together with Building standing thereon lying and situated in R.S. Dag No. 143, 145 and 146 under R.S. Khatian Nos. 379, 1593, 1594, 1595, 1596, 1597, 1598, 1599, 1600, 1601, 1968, 1969, 1970 & 1971, in Mouza Sahapur, J.L. No. 8, Touzi No. 93 and 101, P.S. Behala, District Sub-Registry Office

at Alipore and A.D.S.R Office at Behala and within ward No.119 of The Kolkata Municipal Corporation in the District of South 24 Parganas.

PHASE II-FREEHOLD PROPERTY

ALL THAT piece and parcel of land measuring about 46 Cottahs 01 Chittaks 29 Sq. Ft be the same a little more or less together with Building standing thereon lying and situated in R.S. Dag Nos. 138, 139, 140, 141, 142, 147, 148 and 149 under Khatian Nos. 1594, 1596, 1957, 1598, 1969, 1593, 1595, 1600, 1599, 445, 1970, 1601, 441, 439, 443, 440, 444, 442 within Khatian No. 439, 1970, 1971 and 1968 in Mouza Sahapur, J. L. No.8, Touzi No. 93 and 101, Police Station Behala, District Sub-Registry Office at Alipore and A.D.S.R Office at Behala and within ward No.119 of The Kolkata Municipal Corporation in the District of South 24 Parganas.

TOTAL LAND

ALL THAT piece and parcel of land measuring about 78 Cottahs 4 Chittaks 16 Sq. Ft be the same a little more or less together with Building standing thereon lying and situated in R.S. Dag Nos. 138, 139, 140, 141, 142, 143, 145, 146, 147, 148 and 149 under Khatian Nos. 1594, 1596, 1957, 1598, 1969, 1593, 1595, 1600, 1599, 379, 445, 1970, 1601, 441, 439, 443, 440, 444, 442 within Khatian No. 439, 1970, 1971 and 1968 in Mouza Sahapur, J. L. No.8, Touzi No. 93 and 101, Police Station Behala, District Sub-Registry Office at Alipore and A.D.S.R Office at Behala and its Municipal Premises No. 157, Vinoba Bhave Road, within ward No.119 of The Kolkata Municipal Corporation and its Postal No. 157, Vinoba Bhave Road, Police Station Behala, Kolkata – 700038 and its Assessee No. 41-119-11-0159-9 in the District of South 24 Parganas and the said property is butted and bounded in the manner following: -

ON THE NORTH : Several Residential Buildings followed buy
Sahapur Road

ON THE SOUTH : Land of Eastern Railway

ON THE EAST : Eastern Railway Quarter

ON THE WEST : 25' ft . Wide Vinoba Bhave Road

THE SECOND SCHEDULE ABOVE REFERRED TO

(The Said Flat and the Properties Appurtenant Thereto)

ALL THAT the Unit No. _____ having carpet area of _____ sq. ft. on the _____ floor , _____ Side of the new building now in course of

construction at the said Premises containing by admeasurement the chargeable area of _____ sq.ft.(SBU) area be the same a little more or less (hereinafter referred to as the said UNIT marked as shown and bordered Red thereon in the floor plan attached hereto as "Annexure A") Together with the right for the Purchaser to park 1 (One) Covered/basement/open car parking space in the ground floor of the said new building(CAR PARKING SPACE) Together with the undivided proportionate share in all common parts portions areas facilities and amenities to comprised in the said building to be constructed at the said premises And Together with the undivided proportionate impartible indivisible share in the land forming part of the said Premises attributable thereto;

THE THIRD SCHEDULE ABOVE REFERRED TO

(COMMON PARTS AND PORTIONS)

1. The Foundation columns, beams, supports, corridors, lobbies, stairs, stairways, landings, entrances, exists and pathways.
2. Drains and sewers from the premises to the Municipal Duct.
3. Water sewerage and drainage connection pipes from the Units to drains and sewers common to the premises.
4. Toilets and bathrooms for use of durwans, drivers, maintenance staff of the premises.
5. Boundary walls of the premises including outer side of the walls of the Building and main gates.
6. Water pumps and motor with installation and room therefore.
7. Tube well, water pump, overhead tanks and underground water reservoirs water pipes and other common plumbing installation and spaces required thereto. Rain water harvesting System and other equipment as per the Green Building Sanction
8. Transformer, electrical wiring, meters and fittings and fixtures for lighting the staircase lobby and other common areas (excluding those as are installed for any particular unit) and spaces required therefore.
9. Swimming pool, yoga deck, coffee deck, jogging track, children play area and landscaped gardens, senior sitting area all on the roof top, central sitting area and play area on the ground floor, gym, community hall and landscaped garden on the ground floor.
10. Fire fighting equipments and installations alongwith the fire refuge deck.
11. Windows/doors/grills and other fittings of the common area of the premises.
12. Generator, its installations and its allied accessories and room.
13. Lifts and their accessories installation and spaces required therefore.
14. Central Antenna Intercom/EPBX and other installation.
15. Such other common parts areas equipments installations, fixtures, fittings in the covered and open space, in or about the said premises and/or the building as are necessary for passage to or use and occupancy of the Units as are necessary.
16. The right to use the ultimate demarcated common roof/terrace above flat no. A & C.
17. High Security CCTV.
18. Solar Lighting in the internal road.

THE FOURTH SCHEDULE ABOVE REFERRED TO

PART I**(MANNER OF PAYMENT OF CONSIDERATION AMOUNT)**

The Total Amount of consideration agreed to be paid by the Purchaser is Rs. _____/- (Rupees _____ only) (hereinafter referred to as the TOTAL CONSIDERATION AMOUNT) and to be paid in the manner following:

NAV PRANTIK	
On Application	+ GST
On Agreement	(10% of Total Consideration - Application Money)+ 50% of Legal Charges + GST
On Completion of Piling	10% of Total Consideration + GST
On Casting of Basement	10% of Total Consideration + GST
On Casting of 1st Floor Roof	8% of Total Consideration + GST
On Casting of 3rd Floor Roof	8% of Total Consideration + GST
On Casting of 5th Floor Roof	8% of Total Consideration + GST
On Casting of Ultimate Roof	8% of Total Consideration + GST
On completion of Brickwork of the entire building	10% of Total Consideration + GST
On Completion of Outside Plaster of the entire building	10% of Total Consideration + GST
On beginning of installation of the amenities as mentioned in the agreement	8% of Total Consideration + GST
On Possession	10% of Total Consideration + 50% of Legal Charges + Extra Charges + Deposits + GST

Note: Total Consideration = Flat Value + Car Parking

PART II**ADVANCES & DEPOSITS**

At or before taking over possession of the said Flat/Unit the Purchasers shall be liable to keep in deposit with the / SELLER various amounts as hereinafter appearing out of which certain amounts shall be held as and by way of Non Refundable Deposits and certain amounts are Adjustable Deposits

I) Non-Refundable Deposits:

At or before taking over the possession the Purchaser shall deposit the following amounts, which are not refundable.

- a) Proportionate charges for the payment made to CESC for providing HT line/ Transformer/Service line in the said premises as security/expenses and for main meter/sub-meter @ Rs.[_____] per sqft (non-refundable).
- b) For common expenses and outgoings and other charges as described in the Sixth Schedule hereinafter @ Rs.[_____] per Sq. ft. of the super built up area of the flat/unit and Rs.[_____] per car park Open/Covered per month for 12 months in advance as maintenance expenses (non-refundable).
- c) For charges of providing swimming pool and club facilities as one time charges which shall be Rs.[_____]
- d) For Sales Tax as shall be applicable and if payable on the consideration amount mentioned in Part I of the Third Schedule as per Sales Tax Act, Service Charges as and when applicable and any other Government/Semi Government Taxes, Levies and any other charges.
- e) Sinking fund to be determined by the Owner before handing over the possession. Upon formation of the Holding Organization the said amount on account of the sinking fund shall be transferred to the Holding Organization.
- f) Proportionate cost towards installation of Generator for common connection as well as 1000 watts per unit/flat – Rs.[_____]. Thereafter a charge of Rs.[_____] shall be charged for every additional 500 watts
- g) An actual amount will be charged as and by way of service charges for assessment and mutation of the said flat by the Kolkata Municipal Corporation (if work executed by the Owner).
- h) Proportionate charge for Stamp fees registration charges and incidentals for registration of the transfer documents in the name of the Holding Organization shall be such as may be advised by the Advocates to be determined by the Owner before making over of the possession.
- i) Proportionate charges to Advocates towards execution of Sale Agreement, fees for preparing and completing the Registered Sale Deed and Registration of the Unit Rs.[_____] per sqft.
- j) A one time fee of Rs. [_____] shall be charged for cooperative membership charges.

The above amount paid are not refundable excepting amount under clause (e) if taken which shall be transferred by the Owner while handing over to the Holding Organization.

In the event of any part or portion of the said Adjustable Deposits being adjusted and/or appropriated because of any default on the part of the Purchaser, the Purchaser shall be liable and agrees to replenish the amount with the intent and object that it shall be the obligation of the Purchasers to secure the amount payable on account of the Adjustable Deposits.

The aforesaid deposits would be paid by the Purchasers to the OWNER / SELLER who after adjustment and appropriation of the amounts shall

make over the balance amount to the Holding Organization upon its formation.

**THE FIFTH SCHEDULE ABOVE REFERRED TO
(SPECIFICATIONS)**

STRUCTURE	
Foundation	RCC Substructure on Piles
Super Structure	RCC framed structure
Walls	Combination of RCC shear & Brick walls
WALL FINISHING	
Exterior Finish	Combination of cladding and high quality Textured paint
Interior Finish	Putty on walls and ceiling
Toilets	Vitrified Tiles Dado upto false ceiling height
Kitchen	Wall putty
FLOORING	
Master Bedroom	Improved vitrified tile
Bedrooms	Glazed vitrified Tiles
Living Dining	Imported Marble
Kitchen	Antiskid Vitrified Tiles
Toilets	Antiskid Vitrified Tiles
Common Area & Lift Lobby on Upper floor and air conditioned Entrance lobby at ground floor	Combination of indian marble and granite
Staircase	Indian marble /granite
OTHER FINISHES	
Kitchen Counter	Granite counter top and Stainless sink
Water proofing treatment	On roof & toilets and Anti Termite at Foundation

DOOR & WINDOWS	
Main Door	Wooden Decorative with lock & night latch
Internal Doors	Solid core Flush door.
Windows	Fully glazed aluminium anodized / UPVC window sliding/Casement
ELECTRICAL	
AC power outlet	All bedrooms, Living& Dining
Geyser power outlet	All Toilets & Kitchen
Exhaust Fan outlet	Kitchen & all Toilets with cutout in the window
Wiring	Copper wiring Concealed with protective MCB DB
Switches and other control	Modular, of reputed brand
PLUMBING	
Kitchen	Provision for Water Purifier connection
Kitchen & Toilets	Hot & Cold water outlet
Sanitary ware	Reputed Brand
CP Control fixtures	Reputed Brand
AIR CONDITIONING	
Spilt AC / VRF system	As per Consultants advice
COMMUNICATION	
Telephone	Outlet in Living Room & master bedroom, Intercom facility with each flat
TV Connection	All bed rooms & Living Room
TRANSPORTATION	
Passenger Lift - 2	Of Reputed Make
Stretcher Lift - 1	Of Reputed Make

LIGHTING	
Lift Lobbies	Lighting to match decor
Staircases	Lighting as required
SECURITY, WATCH & WARD	
CC TV	At ground floor connected to Main Security

**THE SIXTH SCHEDULE ABOVE REFERRED TO
(COMMON EXPENSES)**

1. **Repairing rebuilding repainting improving or other treating as necessary and keeping the said Unit and every exterior part thereof in good and substantial repair order and condition and renewing and replacing all worn or damaged parts thereof.**
2. **Painting with quality paint as often as may (in the opinion of the Holding Organization) be necessary and in a proper and workmanlike manner all the wood metal stone and other work of the Unit and the external surfaces of all exterior doors of the Building and decorating and colouring all such parts of the Unit as usually are or ought to be.**
3. **Keeping the gardens and grounds of the property generally in a neat and tidy condition and tending and renewing all lawns flowers beds shrubs trees forming part thereof as necessary and maintaining repairing and where necessary reinstating any boundary wall hedge or fence.**
4. **Keeping the private road in good repair and clean and tidy and edged where necessary and clearing the private road when necessary.**
5. **Paying a fair proportion of the cost of clearing repairing instating any drains and sewers forming part of the Premises.**
6. **Paying such workers as may be necessary in connection with the upkeep of the Premises.**
7. **Insuring any risks.**
8. **Cleaning as necessary the external walls and windows (nor forming part of any unit) in the property as may be necessary keeping cleaned the common parts and halls passages landing and stair cases and all other common parts of the building as well as the areas forming parts of the Premises.**
9. **Maintaining the amenities as well as the common swimming pool.**
10. **Operating maintaining and (if necessary) renewing the lighting apparatus from time to time of the maintained Premises and providing such additional lighting apparatus as the Lessor may think fit.**
11. **Maintaining and operating the lifts.**
12. **The proportionate share for upkeep maintaining and carrying out all repairs and/or renovations into or upon the said mechanical car park.**

13. **Providing and arranging for the emptying receptacles for rubbish.**
14. **Paying all rates taxes duties charges assessments and outgoings whatsoever (whether central state or local) assessed charged or imposed upon or payable in respect of the building or any part thereof excepting in so far as the same are the responsibility of the individual owners/occupiers of any Unit.**
15. **Abating any nuisance and executing such works as may be necessary for complying with any notice served by a local authority in connection with the development or any part thereof so far as the same is not the liability of any individual owner of any Unit.**
16. **Generally managing and administering the development and protecting the amenities in the building and for that purpose employing any contractor and enforcing or attempting to enforce the observance of the covenants on the part of any occupants of any of the Unit.**
17. **Employing qualified accountant for the purpose of auditing the accounts in respect of the maintenance expenses and certifying the total amount thereof for the period to which the account relates.**
18. **Complying with the requirements and directions of any competent authority and with the provisions of all statutes and all regulations orders and bye laws made thereunder relating to the building excepting those which are the responsibility of the Seller/occupier of any Unit.**
19. **The Purchase maintenance renewal and insurance of equipment as the Seller may from time to time consider necessary for the carrying out of the acts and things mentioned in this schedule.**
20. **Administering the management company staff and complying with all relevant statutes and regulations and orders thereunder and employing suitable persons or firm to deal with these matters.**
21. **The provision maintenance and renewal of any other equipment and the provision of any other service which in the opinion of the Management company/Holding Organization it is reasonable to provide.**
22. **Such time to be fixed annually as shall be estimated by the Holding Organization (whose decision shall be final) to provide a reserve fund for items of expenditure referred to in this schedule to be or expected to be incurred at any time.**

IN WITNESS WHEREOF the parties have hereunto set and subscribed their respective hands and seals the day month and year first above written

SIGNED AND DELIVERED BY THE OWNER/SELLER

At Kolkata in the presence of

SIGNED AND DELIVERED BY THE PURCHASER

At Kolkata in the presence of

MEMO OF CONSIDERATION

RECEIVED of and from the within named

Purchaser the within mentioned sum of Rs. _____/-

(Rupees _____ Only) being the

Part payment of total consideration

as per memo below :-

MEMO

WITNESS:

1.

2.