

Within P.S. Burdwan & Dist. Purba Bardhaman, within

Burdwan Municipality, Mouza- Bahirsarbamangala

Super Built-up area of Flat - Sq. Ft

[Covered Area - Sq. Ft. and Carpet Area - Sq. Ft.]

&

..... Wheeler Parking Space - Sq. Ft

Agreed Sale Value : Rs. /- (Rupees Only)

**THIS AGREEMENT FOR SALE IS MADE ON THIS THETH DAY OF,
TWO THOUSAND AND NINETEEN (2019)
BETWEEN**

YOGADA HOUSING PROJECT PVT. LTD., (A Company incorporated under the Companies Act, 1956), Holding PAN: AAACY5532A, vide CIN: U70109WB2012PTC183298, having its registered office at 8, Ganesh Chandra Avenue, 5th Floor, Room No.31, Kolkata 700013, P.S. Bhowbazar, represented by its One of the Director **SRI MAHENDRA KUMAR SHAW**, son of Sri Ganesh Prasad Shaw. by Caste - Hindu, by occupation - Business, resident of "Shree Nirmala Bhawan", N.S.B Road, Tar Bangla, P.O., & P.S.- Raniganj, District. Paschim Burdwan, Pin – 713347; PAN: ALGPS3621L; hereinafter called the **OWNER cum SELLER cum VENDOR** (which express on shall unless excluded their and each of their respective heirs, executors, administrators, legal representative and assigns) of the party of the **FIRST PART**.

AND

- 1. SRI**, S/o, by caste Hindu, by profession, Resident of, P.O., P.S. & Dist., Pin –; **PAN:** ; and
- 2. SMT.**, W/o, by caste Hindu, by profession, Resident of, P.O., P.S. & Dist., Pin –; **PAN:** ; hereinafter called and referred to as the **PURCHASERS cum VENDEES** (which term and expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his/her/its/their heirs, representatives, executors, administrators, successors, successors in interests, nominee/s and assigns) of the **SECOND PART**.

WHEREAS: the OWNER is the sole and absolute owner in respect of the **First Schedule** mentioned Land and the Structure thereon and is absolutely seized and possessed of or otherwise well and sufficiently entitled to the Lands, hereditaments and premises, free from all encumbrances, charges, liens, attachments, trusts whatsoever to howsoever morefully described in the **First Schedule** hereinafter written (hereinafter referred to as the **"SAID PROPERTY"**).

AND WHEREAS, the **First Schedule** mentioned property was originally belonged to Shri Gurupada Saha, Shri Dinabandhu Saha, Shri Rabindra Nath Saha and Shri Narayan Chandra. Saha, all sons of Late Manmatha Nath Saha and while being the owners the said Shri Gurupada Saha, Shri Dinabandhu Saha, Shri Rabindra Nath Saha and Shri Narayan Chandra. Saha, all sons of Late Manmatha Nath Saha, were undivided joint recorded. owners of ALL THOSE piece or parcel of Rayati Dakhali Satty Bisista Sali/Bastu land measuring about 79 (Seventy Nine) Decimals (Satak) lying and situated at Mouza: Bahir Sarbomongal, Touzi No, 1 J.L, No.42, under R.S. Khatian No.348, Khanda Khatian No.1529, R.S. Dag No.1562 Sub-Registry Office at Burdwan, Police Station Burdwan, within Burdwan Municipality, Ward No.3, District Purba Burdwan.

AND WHEREAS by a Registered Deed of Conveyance (in Bengali Kobala) dated 21st Day of April, 1961 made between (1) Shri Gurupada Saha, (2) Shri Dinabandhu Saha, (3) Shri Rabindra Nath Saha and (4) Shri. Narayan Chandra Saha, all sons of Late Manmatha Nath Saha, all residing at Nawab Dost Kayam Lane, Police Station Burdwan, District Purba Burdwan therein collectively referred to as the Vendors and (1) Smt. Sushila Das, wife of Shri Kunja Kal Das, residing at. G.T. Road (West), Police Station Burdwan, District Purba Burdwan and (2) Dr. Sova Basu, wife of Shri Sunil Kumar Basu, residing at Goods Shed Road, Police Station Burdwan, District Purba Burdwan therein jointly referred to as the Purchasers and the Vendors therein for the consideration therein mentioned granted, conveyed, transferred, assigned and assured unto and in favour of the Purchasers therein named ALL THOSE Rayati Sali/Bastu land measuring about 79 (Seventy Nine) Decimals (Satak) be the same little more or less together with all easement rights and liberties lying and situate at Mouza: Bahir Sarbornongala, Touzi No. 1, J.L. No.42, under R.S. Dag No.1562 within Burdwan Municipality, Ward No. 1, Police Station: Burdwan, District Purba Burdwan absolutely and forever and said Deed of Conveyance dated 21st Day of April, 1961 was duly registered District Sub-Registrar and recorded in Book No.1, Volume No.37, Pages 100 to 102, Being No, 2507 for the year 1961.

AND WHEREAS Sekh Abdul Gaffur and Sekh Yusuf both sons of Late Sekh Nababjan, both residing at Bahir Sarbomongala, Rasikpur, Town and Police Station: Burdwan, District Purba Burdwan was undivided joint recorded owners of ALL THOSE piece or parcel of Dakhali Satta Bisista Bastu land measuring about 42 (Forty-two) Decimals (Satak) lying and situate at Mouza Bahir Sarbomongal, Touzi No.1, J.L. No.42, R.S. No.1564 under R.S. Khatian No.1575, R.S. Dag No. 1561 within the limits of Burdwan Municipality Ward No. 3, Police Station Burdwan, District Purba Burdwan,

AND WHEREAS by a Registered Deed of Conveyance (in Bengali Kobala) dated 17th of January, 1976 made between (1) Sekha Abdul Gaffur and (2) Sekh Yusuf both sons of Late Sekh Nababjan, both residing at Bahir Sarbomongola, Rasikpur, Town and Police Station. Burdwan, District Purba Burdwan therein collectively referred to as the Vendors and (1) Smt. Sushila Das, wife of Shri Kunja Lal Das and (2) Dr. Sova Basu, Wife of Shri Sunil Kumar Basu, both residing at 'Kunj Bhavan' Laxmipur, G.T. Road, Town and Police Station Burdwan, District Purba Burdwan therein jointly referred to as the Purchasers and the 'Vendors therein for the consideration therein mentioned granted,

conveyed, transferred, assigned and assured unto and in favour of the Purchasers therein named ALL THOSE piece and parcel of Rayati Bastu land measuring about 3 (Three) Cottahs 3 (Three) Chittacks out of 42 (Forty-two) Decimals (Satak) be the same little more or less together with all easement. rights and liberties lying and situate at Mouza: Bahir Sarbomongal, Touzi No.1, J.L. No.42, R.S. No.1564, under R.S. Khatian No,1575, R.S. Dag No.1561 within the limits of Burdwan Municipality, Ward No.3, Town and Police Station: Burdwan, District Purba Burdwan more fully and particularly described in Schedule there under written and delineated in the Map or Plan thereto annexed and thereon coloured "RED" absolutely and for ever and the said Deed of Conveyance (in Bengali Kobala) dated 17th Day of January,1976 was duly registered District Sub-Registrar Burdwan and recorded in Book No.1, Volume No. 15, Pages 148 to 150, Being Deed No.231 for the year 1976.

AND WHEREAS one Hazi Sekh Abu Bakkar son of Late Sekh Nababjan residing at Bahir Sarbomongala within Town and Police Station Burdwan and District Purba Burdwan was sole and absolute owner of ALL THOSE piece or parcel of Rayati Dakhali Satta Bisista Sali land measuring about 8 (Eight) Cottahs 4 (Four) Chittacks out of 54 (Fifty-four) Decimals (Satak) of land lying and situated at Mouza Bahir Sarbomongala, Touzi N .1, J.L. No.42, R.S. Khatian No.1519, R.S. Dag No,1561/2177 within the limits of Burdwan Municipality, Ward No. 3, Police Station Burdwan, District Purba Burdwan and the said Hazi Sekh Abu Bakkar had enjoying the said property without any interruption from any corner.

AND WHEREAS by a Registered Deed of Conveyance (in Bengali Kobala) dated 17th of January,1976 made between Hazi Sekh Abu Bakkar son of Late Sekh Nababjan residing at Bahir Sarbomongla Town, Police Station and District Purba Burdwan therein referred to as the Vendor and (1) Smt. Sushila Das, wife of Shri Kunja Lai das and (2) Dr. Sova Basu wife of Shri Sunil Kumar Basu, both residing at 'Kunj Bhavan' Laxmipur, G.T. Road, Polices Station and Town: Burdwan and District Purba Burdwan therein jointly referred to as the Purchasers and the Vendor therein for the consideration therein mentioned granted, conveyed, transferred, assigned and assured unto and in favour of the Purchasers therein named ALL THOSE piece and parcel of Sali land measuring about 8 (Eight) Cottahs 4 (Four) Chittacks be the same little more or less Together with all easement rights and liberties lying and situate at Mouza Bahir Sarbomongala, Touzi No.1, J.L. No.42, R.S. Khatian No.1519, R.S. Dag No.1561/2177 within the limits of Burdwan Municipality Ward No.3, Town and Police Station Burdwan, District Purba Burdwan more particularly described in Schedule there under written and delineated in the Map or plan annexed thereto and thereon coloured "RED" absolutely and forever and the, said Deed of Conveyance (in Bangali Kobala) dated 17th day of January,1976 was duly registered District Sub-Registrar, Burdwan and recorded in Book NO.1, Volume No.8, Pages 297 to 300, Being Deed No.266 for the year 1976,

AND WHEREAS by virtue of the abovementioned three registered Deeds of Conveyance (in Bengali Kobala) one Deed dated 21st day of April,1961 and two Deeds dated 17th day of January,1976 the said Smt. Sushila Das and Dr. Sova Rani Basu was undivided joint owners of ALL THAT the piece and parcel of Sali at present Bastu land

measuring about 59 (Fifty-nine), Cottahs 5 (Five) Chittacks, 21 (Twenty-one) sq. ft. be the same little more or less lying and situate at Mouza Bahir Sarbomongala, Touzi No.1, J.L. No.42, out of 59 (Fifty Nine) Cottahs, 5 (Five) Chittacks, 21 (Twenty-one) sq. ft. land, 47 (Forty-seven) Cottahs 14 (Fourteen) Chittacks 2 (Two) sq. ft. land under R.S. Khatian No.348, Khanda Khatian No.1529, Dag No.1562, 3 (Three) Cottahs 3 (Three) Chittacks of land under Khatian No.1575, Dag No.1561 and 8 (Eight) Cottahs 4 (Four) Chittacks of land under Khatian No,1519,, Dag No.1561/2177 within the Burdwan Municipality Ward No.3, Police Station Burdwan, District Purba Burdwan.

AND WHEREAS thereafter the said Smt. Sushila Das, wife of Shri Kunja Lai Das died intestate on 15th day of October, 1979 and leaving behind her husband Shri Kunjalal Das and only married daughter Smt. (Dr.) Sova Basu alias Smt. Dr. Sova Rani Basu and the said Shri Kunjalal Das and Smt. (Dr.) Sova Rani Basu is also legal heirs and or successor of Sushila Das.

AND WHEREAS upon demise of the Smt. Sushila Das her husband Shri Kunja Kal Das and daughter Smt. (Dr.) Sova Rani Basu jointly inherited her movable and immovable properties including the above mentioned immovable property in accordance with the Hindu Succession Act, 1956.

AND WHEREAS thereafter the said Shri Kunjalal Das son of Late Gopal Krishna Das, husband of Late Smt, Sushila Das father of Smt. (Dr.) Sova Basu alias Smt. (Dr.) Sova Rani Basu died intestate on 28th Day of August, 1980 and leaving behind his only married daughter Smt. (Dr.) Sova Basu alias Smt. (Dr.) Sova Rani Basu, wife of Shri Sunil Kumar Basu and inherited all the movable and immovable property left behind his deceased father Kunjalal Das, in accordance with Hindu Succession Act,1956.

AND WHEREAS due to the death of Sushila Das and Kunjalal Das their only legal heir Smt. (Dr.) Sova Basu alias Smt. (Dr. Sova Rani Basu was sole and absolute owner of ALL THAT the piece and parcel of Sali at present Bastu land measuring about 59 (Fifty-nine) Cottahs 5 (Five) Chittacks 21 (Twenty-one) sq. ft. be the same little more or less lying and situate at Mouza. Bahir Sarbomongala, Touzi No.1, J.L. No.42, out of 59 (Fifty-nine) Cottahs 5 (Five) Chittacks 21 (Twenty-one) Sq. Ft. land, 47 (Forty-seven) Cottahs 14 (Fourteen) Chittacks 2 (Two) sq. ft. land under R.S. Khatian No.348, Khanda Khatian No. 1529, Dag No.1562, 3 (Three) Cottahs 3 (Three) Chittacks of land under Khatian No. 1575, Dag No. 1561 and 8 (Eight) Cottahs 4 (Four) Chittacks of land under Khatian No. 1519, Dag No. 1561/2177 respectively within the Burdwan Municipality Ward No. 3, Police Station Burdwan, District Purba Burdwan.

AND WHEREAS due to urgent need of money the said Smt. (Dr.) Sova Rani Basu, sold some portion out of her purchased Land with in Dag No.1562.

AND WHEREAS thereafter B.L. & L.R.O. Burdwan District Government of West Bengal in their L.R. Settlement Survey recorded the aforesaid property in the name of Dr. Sova Rani Basu wife of Shri Sunil Kumar Basu as owner thereof the said entire property recorded according to L.R. Settlement area of land measuring about 0.834 Acres Sali/Bastu in Mouza Bahirsarbomongala, J.L. No.42, L.R. Kolkata No. 7244 (formerly R.S. Khatian No. 348 Khanda Khatian No. 1529, 1519 and 1575 respectively)

and L.R. Dag No. 4143 (formerly R.S. Dag No. 1562, 1561, 2177 and 1561 respectively) within the Burdwan Municipality Ward No. 3, Police Station Burdwan District Purba Burdwan.

AND WHEREAS thereafter the said Smt. Sova Basu entered into an unregistered Agreement for sale (in Bengali Baynanama) on 4th day of January, 2006 with one Shri Tapes Adhikary son of Shri Khetra Nath. Adhikary the confirming party therein residing at Sarbomongala Para Town, Post Office, Police Station Burdwan District Purba Burdwan in respect of land measuring about 0.834 Acres more or less together with easement rights and liberties lying and situate at Mouza Bahirsarbamongala, J.L. No.42, L.R. Kolkata. No. 7244 R.S. Dag No. 1561/2177, L.R. Dag No. 4143 within the Burdwan Municipality Ward No. 3, Police Station Burdwan District Purba Burdwan with a certain terms and conditions mentioned therein.

AND WHEREAS the said Dr. Sova Basu alias Dr. Sova Rani Basu seized, possessed and otherwise well and sufficiently entitled to ALL THAT the piece and parcel of Sali/Bastu land measuring about 52 (Fifty Two) Cottahs 11 (Eleven) Chittacks 21 (Twenty One) Sq.ft. be the same little more or less Together with 1604 Sq.ft. Asbestos shed structure standing thereon lying and situate at Mouza Bahir Sarbamongala, Touzi No. 1, J.L. No.42 under R.S. Khatian No. 348 Khanda Khatian No. 1529, 1519 and 1575 respectively at present L.R. Khatian No. 7244, R.S. Dag No. 1562, 1561/2177 and 1561 respectively L.R. Dag No. 4143 within the Burdwan Municipality Ward No.3, Police Station Burdwan, District Purba Burdwan.

AND WHEREAS thereafter the said Shri Tapas Adhikary the Confirming Party therein failed to purchase the aforesaid property as described hereinabove due to financial crisis, thereafter the said Dr. Sova Basu alias Dr. Sova Rani Basu Vendor therein and Shri Tapas Adhikary, the confirming Party therein have mutually agreed that the Confirming Party agree to release the aforesaid property in all respect whatsoever from the said Agreement for Sale. (in Bengali Baynanama) dated 4th Day of January, 2006 and execute the necessary Deed of Conveyance in favour of the TIRUPATI ASSETS PVT. LTD. and the confirming party therein confirmed these proceeding without any claim and objection.

AND WHEREAS by a registered Deed of Conveyance dated 10th March, 2007 made between Dr, Sova Basu alias Dr. Sova Rani Basu as the Vendor therein and the TIRUPATI ASSETS PVT. LTD. As the Purchaser therein and also the said Shri Tapas Adhikary as the Confirming Party therein, the Vendor therein for the consideration therein mentioned granted, conveyed, transferred, assigned and assured unto and in favour of the TIRUPATI ASSETS PVT. LTD, ALL THAT piece or parcel of Sali/Bastu land measuring about 52 (Fifty Two) Cottahs 11 (Eleven) Chittacks 21 (Twenty-One) Sq.ft, be the same little more or less Together with 1604 Sq.ft. Asbestos shed structure standing thereon along with all casement quasi-easement rights liberties privilege, title interest possession appurtenances Municipal Road, Paths and passage and facilities of 60 ft. wide G.T, Road, drainage, sewerages, electricity whatsoever lying and situate at Mouza Bahir Sarbamongala, Touji No.1, J.L. No.42 Under R.S. Khatian No,348 Khanda Khatian

No.1529, and Khatian No,1519 and 1575 respectively L.R. Khatian No. 7241, R.S. Dag No. 1562, 1561/2177 and 1561 respectively L, R, Dag No,4143 within the Burdwan Municipality Ward No.3, Police Station Burdwan District Purba Burdwan absolutely and for ever and the said. Deed of Conveyance dated 10th March, 2007 was duly registered in the Office of the Additional District Sub-Registrar, Burdwan and recorded in Deed No. 2147 for the year 2007.

AND WHEREAS the said TIRUPATI ASSETS PVT. LTD, seized, possessed and otherwise well and sufficiently entitled to ALL THAT the piece and _parcel of Sali/Bastu land measuring about 52 (Fifty Two) Cottahs 11 (Eleven) Chittacks 21 (Twenty-One) Sq.ft be the same little more or less Together with 1604 Sq.ft, Asbestos shed structure standing thereon lying and at Mouza Bahir Sarbamongala, Touzi No.1, J.L. No.42 under R.S. Khatian No.34 and Khanda Khatian No.1529, and Khatian No.1519 and 1575 respectively L.R. Khatian No. 7244, R.S. Dag No. 1562, 1561/2177 and 1561 respectively L.R. Dag No.4143 within the Burdwan Municipality Ward No. 3, Police Station Burdwan District Purba Burdwan.

AND WHEREAS the TIRUPATI ASSETS PVT. LTD. after purchasing aforesaid property mutated its name in the Assessment. Registrar of Burdwan Municipality vide Receipt No. 78 dated 24.12.07 office of the B.L. & L.R.O., Burdwan under Government of West Bengal of the said property and had been paying all rates and taxes regularly in respect of the said property.

AND WHEREAS said Tirupati Assets Pvt, Ltd. by a registered Deed of Conveyance dated 10th March, 2008 made between TIRUPATI ASSETS PVT. LTD. as the Vendor therein and V.K, UDYOG LTD., as the Purchaser therein for the consideration therein mentioned granted; conveyed, transferred, assigned and assured unto and in favour of the V.K. UDYOG LTD., ALL THAT piece or parcel of Sali/Bastu land measuring about 52 (fifty two) Cottahs 11 (eleven) Chittacks 21 (twenty-one) Sq. Ft. be the same little more or less Together with 1604 Sq. Ft. Asbestos shed structure standing thereon along with all easement quasi-easement rights liberties privilege, title interest possession appurtenances Municipal Road, Paths and passage and facilities of 60 ft. wide G.T. Road, drainage, sewerages, electricity whatsoever lying and situate at Mouza Bahir Sarbamongala, Touji No.1, J.L. No.42 under R.S. Khatian No.348 Khanda Khatian No.1529, and Khatian No. 1519 and 1575 respectively L.R. Khatian No.7244, R.S. Dag No. 1562, 1561/2177 and 1561 respectively L.R. Dag No.4143 within the Burdwan Municipality Ward No. 3, Police Station Burdwan District Purba Burdwan absolutely and forever and the said Deed of Conveyance dated 10th March,2008 was duly registered in the Office of the A.R.A.-III, Kolkata and the same was recorded in Book No.1, CD Volume No.2, Page Nos. 7604 to 7633, Being No. 01034 for the year 2009.

AND WHEREAS by virtue of the above mentioned act, deeds and things the V.K. UDYOG LTD became the absolute Owner right, title, interest and possession holder of ALL THAT piece or parcel of Sali/Bastu land measuring about 52 (fifty two) Cottahs 11 (eleven) Chittacks 21 (twenty-one) Sq.ft. be the same little more or less Together with 1604 Sq.ft. Asbestos shed structure standing thereon along with all easement quasi-

easement rights liberties privilege, title interest possession appurtenances Municipal Road, Paths and passage and facilities of 60 ft. wide G.T. Road, drainage, sewerages, electricity whatsoever lying and situate at Mouza Bahir Sarbamongala, Touzi No.1, J.L. No.42 under R.S. Khatian No.348 Khanda Khatian No.1529, and Khatian No.1519 and 1575 respectively L.R. Khatian No.7244, R.S. Dag No.1562, 1561/2177 and 1561 respectively L.R. Dag No. 4143 within the Burdwan Municipality Ward No.3, Police Station Burdwan District Purba Burdwan.

AND WHEREAS after the said purchase Land area on actual measurement comes to 50 (Fifty) Cottahs 6 (Six) Chittacks 9 (Nine) Sq.ft. equivalent to 0.834 Acres, out of the said 0.834 Acres of Land, area of Land measuring more or less 5.28 Decimal was under R.S. Dag No.1561, area of Land measuring more or less 13.66 Decimal was under R.S. Dag No. 1561/2177 and area of Land measuring more or less 64.46 Decimal was under R.S. Dag No.1562 and in the L.R. record total Land measuring .834 Acres comes under L.R. Dag No.4143 and the shed and structure was completely broken down.

AND WHEREAS the V.K. UDYOG LTD., after purchasing aforesaid property applied for mutation of its name in the Assessment Registrar of Burdwan Municipality on 13th October, 2011 and got its name mutated at office of the B.L. & L.R.O., Burdwan under Government of West Bengal under L.R. Khatian No. 16221.

AND WHEREAS V.K. UDYOG LTD offered to sale ALL THAT piece or parcel of Sali/Bastu land measuring about 50 (fifty) Cottahs 6 (Six) Chittacks 9 (Nine) Sq.ft. be the same little more or less equivalent. to 0.834 Acres, out of the said .834 Acres of Land, area of Land measuring more or less 5.28 Decimal was under R.S. Dag No.1561, area of Land measuring more or less 13.66 Decimal was under R.S. Dag No. 1561/2177 and area of Land measuring more or less 64.46 Decimal was under R.S. Dag No. 1562 and in the L.R. record total Land measuring 0.834 Acres comes under L.R. Dag No. 4143 along with all easement quasi-easement rights liberties privilege, title interest possession appurtenances Municipal Road, Paths and passage and facilities of 60 ft. wide G.T. Road, drainage, sewerages, electricity whatsoever lying and situate at Mouza: Bahir Sarhamongala, Touzi No. 1, J.L. No. 42 under R.S. Khatian No. 348, Khanda Khatian No. 1529, and Khatian No. 1519 and 1575, L.R. Khatian No. 16221, R.S. Dag No. 1562, 1561/2177 and 1561 respectively L.R. Dag No. 4143 within the Burdwan Municipality, Ward No.3 presently Ward No. 1, Police Station Burdwan District Purba Burdwan, hereinafter called and referred as the SAID PROPERTY and more fully and particularly described in the SCHEDULE hereinafter mentioned at or for a consideration price of Rs. 4,00,00,000/= (Rupees Four Crores) only and in regard to the said offer the present seller company which acted as the purchaser that time, being YOGADA HOUSING PROJECT PVT. LTD, as the purchaser accepted the said offer and in lieu of consideration price of Rs. 4,00,00,000/= (Rupees Four Crores) only and subsequently by virtue of a Registered Deed of Sale being Deed No. I-02570 for 2013 registered at the Office of the ARA-III, Kolkata and incorporated in Book No. I, CD Volume No. 5, Page from 6386 to 6411 purchased the entire FIRST SCHEDULE mentioned property with absolute right, title and interest therein.

AND WHEREAS afterwards the present OWNER became the owner and possessor in respect of the entire **First Schedule** mentioned property by way of succession and acquisition of title through Purchase and subsequently the OWNERS thereafter recorded in L.R.R.O.R in respect of the entire **First Schedule** mentioned property at Mouza - Bahirsarbamangala, J.L. 42, P.S. Bardhaman & Dist. Purba Bardhaman in L.R. Khatian No. 16510 and also the aforesaid YOGADA HOUSING PROJECT PVT. LTD mutated and recorded and incorporated it's name in respect of the aforesaid property in the Municipal Holding No. 15 of Ward No. 1, Mahalla – B. S. Para of the Burdwan Municipality within the limit of the Burdwan Municipal Authority and accordingly started the process to discharge it's legal obligations of payment of Govt. rents etc. in the name on appropriate receipt thereof and thereby have acquired absolute title in the said property to which it is entitled. Hence the OWNER has acquired a good title over the **First Schedule** mentioned property without any interference or intervention of any or by any other person.

AND WHEREAS there was a large portion of vacant land within the **First Schedule** mentioned Property which was unmaintained and which is more specifically described below and thereby both of the **OWNER** through it's Directors has taken decision to construct of multistoried residential buildings and housing complex inclusive of Flats/Residential Units and Car Parking Spaces by constructing building and to develop the premises i.e., the vacant land which is more specifically described in the **First Schedule** below and which is not being looked after by the OWNER Company's Directors' other pre-occupied occupations and also due to their habitation uncertainty in the City of Burdwan and thereby the OWNER has jointly and unanimously have taken decision to construct of Residential buildings comprised of Multiple Flats/Residential Units/Car Parking Spaces and to develop the premises i.e., the property which is more specifically described in the **First Schedule** below.

AND WHEREAS the **OWNER** has thereafter started to raise and construct multistoried building comprised of Residential flats / units/ parking space on the basis of sanctioned building Plan being No. 1340 dated 24/07/2015 vide Memo No. 07/E/VII-4 dated 04/04/2017 in order to construct Ground (G) Plus (+) Five (5) Storied Building comprised of multiple residential flats and parking spaces and by its own power would carry out the process of transfer to intending purchasers of flat/unit/car parking space comprising in the proposed building and would also realize the cost of construction of the flat/unit/car parking space and common parts from the intending purchaser directly for self and the cost of the proportionate share of interest in the land described in the "First Schedule" mentioned hereunder and as would be proportionate to each such flat/unit/car parking space and common parts through its representative director and upon receipt of such payment from the intending purchasers the OWNER Company being represented by its representative Director, shall select or/and elect the intending purchasers for purchase of the undivided, proportionate, impartible and indivisible share or interest in the said land as would be proportionate to each such flat/unit/car parking space agreed to be acquired by the intending purchasers to the OWNER Company being represented by its representative Director who would execute proper

sale deed/conveyance deed in respect of the said undivided, impartible and indivisible interest in the land and all the aforesaid activity including the execution of documents and agreements or application loan from any bank or financial institution or in any Govt. Office or/and discharge of all duties regarding signing in the Deeds on behalf of the Company etc. to done and to be executed by its Representative Director and in connection to the said Sanctioned Plan, the OWNER Company being represented by its representative Director started to raise multi-storied building consisting of several flats/unit/parking spaces on the basis of sanctioned building plan whereof is to be obtained from Burdwan Municipality on terms that the OWNER Company being represented by its representative Director would make construction of the proposed building and with the authority and power to procure intending purchasers of flat/unit/parking spaces comprising in the proposed building and would make as an agent for the intending purchasers to be secured by the OWNER Company being represented by its representative Director and would also realize the cost of construction of the flat/unit/parking spaces and common parts from the intending purchasers directly for self and the cost of the proportionate share of interest in the land described in the First Schedule mentioned hereunder and as would be proportionate to each such flat/unit/parking spaces and common parts as the OWNER Company being represented by its representative Director and upon receipt of such payment from the intending purchasers the OWNER Company being represented by its representative Director shall nominate the intending purchasers for purchase of the undivided, proportionate, importable and indivisible share or interest in the said land as would be proportionate to each such flat/unit/parking spaces agreed to be acquired by the intending purchasers to the said owner who would execute proper sale deed/conveyance deed in respect of the said undivided, importable and indivisible interest in the land.

AND WHEREAS:

A. The following terms and expressions shall, in these presents, have the respective meanings assigned to them herein below unless the same be contrary or repugnant to the subject or context hereunder:

- A1. ADDITIONAL PAYMENT:** Shall mean the amount in PART-I and PART-II of the SIXTH SCHEDULE hereunder written and / or given and to the paid by the Purchaser/s herein to OWNER Company being represented by its representative Director herein as the case may be in addition to the agreed consideration and shall also include any other additional amount/s that may be required to be paid by the Purchaser/s herein.
- A2. AGREED CONSIDERATION:** Shall mean the consideration mentioned in PART-I of the FIFTH SCHEDULE hereto payable by the Purchaser/s herein to OWNER Company being represented by its representative Director herein for acquiring the said Unit(s)/Flat(s)/Car parking space/Spaces and others and the payment schedule will be considered in PART-II of the FIFTH SCHEDULE.

- A3. ARCHITECT (S):** Shall mean such Architect(s) whom the OWNER Company being represented by its representative Director may from time to time appoint as the Architect(s) of the Building.
- A4. ASSOCIATION:** Shall mean the Association, Syndicate, Committee, Body, Society or Company which would comprise the OWNER Company being represented by its representative Director herein and the representative of the Purchaser /s herein of the Unit/s/Flat/s and be formed or incorporated at the instance of the OWNER Company being represented by its representative Director herein for the common purposes with such rules and regulations as shall be framed by the OWNER Company being represented by its representative Director herein.
- A5. BUILDING:** Shall mean the Building/s to be constructed, erected, promoted, developed and built on the premises by the OWNER Company being represented by its representative Director herein in pursuance of the Municipality Sanctioned Plan and shall include all constructions to be made on the premises from to time to time.
- A6. PARKING SPACE:** Shall mean the space in the ground floor (if any) and/or on the Ground Floor of the Building/s as also in the open space surrounding the Building that may be earmarked by the OWNER Company being represented by its representative Director herein for parking cars on extra costs.
- A7. COMMON EXPENSES:** Shall include all expenses for the management, maintenance and upkeep the Unit/Flat and the building, the common portions therein and the premises and the expenses for common purposes of the Unit/ Flat and shall be payable proportionately by the Purchaser/s herein periodically as maintenance charges.
- A8. COMMON PORTIONS:** Shall mean the common areas and installations in the Building and the premises, which are mentioned, described, enumerated, provided and given in the THIRD SCHEDULE herein written and/or given.
- A9. COMMON PURPOSES:** Shall include the purpose of maintaining and managing the premises, the Building and in particular the common portions, rendition of services in common to the Unit/Flat, collection and disbursement of the common expenses and dealing with the matters of common interest of the Unit/Flat owners and occupiers relating to their mutual right and obligations for the beneficial use and enjoyment of their respective Unit/s/Flat/s exclusively and the common portions in common.
- A10. MUNICIPALITY:** Shall mean the Burdwan Municipality and shall also include other concerned authorities that may recommend, comment upon approve, sanction, modify and/or revise the plans.
- A11. DATE OF POSSESSION:** Shall mean the date on which the purchaser/s herein take/s actual physical possession of the said unit/Flat after discharging all his liabilities and obligations.
- A12. DEED OF CONVEYANCE:** Shall men the Deed of Conveyance/Transfer to be executed by the OWNER Company being represented by its representative Director herein unto and in favor of the Purchaser/s herein in respect of the said Unit/s/Flat/s/Car parking Space/s and others at and upon the Purchaser/s

herein complying with all his/her/its/their obligation/s and paying and depositing all the amount in time and not committing any breach of default in any manner whatsoever.

- A13. DEPOSITS:** Shall mean the amount mentioned in PART-III of the SIXTH SCHEDULE hereunder written and/ or given and to be deposited by the Purchaser/s herein with the OWNER Company being represented by its representative Director herein and /or the owners herein shall also include any other amount that the OWNER Company being represented by its representative Director herein may require the Purchaser/s herein to Deposits.
- A14. OWNER cum SELLER:** Shall mean **YOGADA HOUSING PROJECT PVT. LTD.**, (A Company incorporated under the Companies Act, 1956), Holding **PAN: AAACY5532A**, vide CIN: U70109WB2012PTC183298, having it's registered office at 8, Ganesh Chandra Avenue, 5th Floor, Room No.31, Kolkata 700013, P.S. Bhowbazar, represented by it's One of the Directors **SRI MAHENDRA KUMAR SHAW**, son of Sri Ganesh Prasad Shaw. by Caste - Hindu, by occupation - Business, resident of "Shree Nirmala Bhawan", N,S.B Road, Tar Bangla, P.O., & P.S.- Raniganj, District. Paschim Burdwan, Pin – 713347; **PAN: ALGPS3621L**, and its successors, successors-in-interest and assign.
- A15. DEVELOPMENT WORK:** Shall mean Work cum Project by the OWNER Company being represented by its representative Director herein relating to the development, promotion, construction, erection and the building of building/s at and upon the said premises and shall include all modifications, alterations and changes, if any, made therein and all extensions, if any, thereof from time to time.
- A16. THE UNIT/FLAT:** Shall mean any residential Unit/Flat or any other covered space in the Building, which is capable of being exclusively owned, used and/or enjoyed and also shall mean any Unit/Flat in the Building/s lying erected and upon the premises and the right of common use of the common portions appurtenant to the concerned Unit/Flat and wherever the context so intends or permits, shall include the undivided proportionate share and/or portion attributable to such Unit/Flat and shall also mean the Unit/Flat described, mentioned, explained, provided and given in PART-I of the SECOND SCHEDULE hereunder written and/or given and further the right of common use of the common portions and wherever the context so intend or permits, shall include the said Undivided Share. It shall also refer according to the context, mean all Purchaser/s and/or intending Purchaser/s of different Unit/s/Flat/s in the Building/s and shall also include the OWNER Company being represented by its representative Director herein and the owner herein in respect of such Unit/s/Flat/s which are retained and/or not alienated and/or not agreed to be alienated of the time being.
- A17. CARPET AREA:** means 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 as per the WBHIRA Act, 2017.
- A18. FORCE MAJEURE:** Shall include natural calamities, act of god, flood, tidal waves, earthquake, riot, war, storm, tempest, fire, civil commotion, civil war, air raid,

strike, lockout, transport strike, notice or prohibitory order from Municipality or any other statutory Body or any Court, Government Regulations, news and/or changes in any municipal or other rules, laws or policies affecting or likely to affect the project or any part or portion thereof, shortage of essential commodities and/or any circumstances beyond the control or reasonable estimation or unforeseen situation of the owners herein and the OWNER Company being represented by its representative Director herein.

- A19. LAND:** Shall mean the entire land being **ALL THAT PIECE AND PARCEL OF THE LAND** measuring 50 (Fifty) Kathas 6 (Six) Chattaks 9 (Nine) Sq. Ft. equivalent to 0.834 Acres be same little more or less and out of the said 0.834 Acres of Land, area of Land measuring more or less 5.28 Decimals was under R.S. Plot No. 1561 and area of Land measuring more or less 13.66 Decimals was under 1561/2177 and area of land measuring more or less 64.46 Decimals was under R.S. Plot No. 1562 and in the L.R. Record total land measuring 0.834 Acres comes under the L.R. Plot No. 4143 along with all easement quasi-easement rights liberties privilege, title, interest, possession appurtenances Municipal Road, Paths and Passage and Facilities of G.T. Road, Drainage, Sewearge, Electricity whatever lying and situate at Mouza Bahirsarbamongala, Touzi No. 1, J.L. No. 42 under R.S. Khatian No. 348, Khanda Khatian No. 1529 and Khatian No. 1519 and 1575, L.R. Khatian No. 16221, R.S. Plot No. 1562, 1561/2177 and 1561, L.R. Plot No. 4143 within Burdwan Municipality of Ward No. 1 presently Holding No. 15, Mahalla Bahirsarbamongala Para within City and P.S. Burdwan and within the limit of the Burdwan Municipal Authority at Purba Barddhaman District.
- A20. MAINTENANCE AGENCY:** Shall mean the OWNER Company being represented by its representative Director herein or any Association, Society, Company, Body or Committee formed / appointed by the OWNER Company being represented by its representative Director herein for the common purposes.
- A21. PLAN:** Shall mean the sanctioned and/or approved plan of the building/s sanctioned by the Burdwan Municipality and shall also include variations / modifications, alterations therein that may be made by the OWNER Company being represented by its representative Director herein, if any, as well as all revisions, renewals and extensions thereof, if any presently which denotes Plan being No. 1340 dated 24/07/2015 vide Memo No. 07/E/VII-4 dated 04/04/2017.
- A22. PREMISES:** Shall mean **ALL THAT PIECE AND PARCEL OF THE LAND** measuring 50 (Fifty) Kathas 6 (Six) Chattaks 9 (Nine) Sq. Ft. equivalent to 0.834 Acres be same little more or less and out of the said 0.834 Acres of Land, area of Land measuring more or less 5.28 Decimals was under R.S. Plot No. 1561 and area of Land measuring more or less 13.66 Decimals was under 1561/2177 and area of land measuring more or less 64.46 Decimals was under R.S. Plot No. 1562 and in the L.R. Record total land measuring 0.834 Acres comes under the L.R. Plot No. 4143 along with all easement quasi-easement rights liberties privilege, title, interest, possession appurtenances Municipal Road, Paths and Passage and Facilities of G.T. Road, Drainage, Sewearge, Electricity whatever lying and situate at Mouza Bahirsarbamongala, Touzi No. 1, J.L. No. 42 under R.S. Khatian No. 348,

Khanda Khatian No. 1529 and Khatian No. 1519 and 1575, L.R. Khatian No. 16221, R.S. Plot No. 1562, 1561/2177 and 1561, L.R. Plot No. 4143 within Burdwan Municipality of Ward No. 1 presently Holding No. 15, Mahalla Bahirsarbamangala Para within City and P.S. Burdwan and within the limit of the Burdwan Municipal Authority at Purba Barddhaman District more fully and particularly mentioned, described, explained, enumerated and provided in the FIRST SCHEDULE hereunder written and /or given.

- A23. PROJECT:** Shall mean the work of development undertake and to be done by the OWNER Company being represented by its representative Director herein in respect of the premises in pursuance of the Development Venture and the sanctioned Plan and/or any modification or extension thereof till such development, erection, promotion, construction and building of building/s at and upon the said premises be completed and possession of the complete Unit/s/Flat/s/Car parking Space/s/ and others be taken over by the Unit/Flat and occupiers.
- A24. PROPORIONATE:** With all its cognate variations shall mean such ratio, the covered areas of any Unit/Flat be in relation to the Covered Area of all the Unit/s/Flat/s in the Building.
- A25. PURCHASER/S** shall mean and include:
- a) If he/she be an individual in respective of caste, race religion, then his/her respective heirs, executors, administrators, legal representatives, and/or permitted assign.
 - b) If it be a Hindu Undivided Family then its members of the time being and their respective heirs, executors, administrators, legal representatives, and/or permitted assigns.
 - c) If it be a Company then its successor or successors-in-interest and/or permitted assigns.
 - d) If it be a Partnership Firm then its partners for the time being and their respective heirs, executors, administrators, legal representatives and/or permitted assigns. If it be a Trust then its Trustees for the time being and their successor(s)-in-interest and assigns or any other lawful institution by the Head of the institution.
- A26. RIGHTS ON PURCHASER/(S)'S DEFAULT:** Shall mean the rights mentioned in the NINTH SCHEDULE hereunder written and/or given to which the OWNER Company being represented by its representative Director herein shall be entitled in case of any default or breach by the Purchaser/s herein.
- A27. SAID CAR PARKING SPACE:** Shall mean the right to park car(s), if any, described in PART-II of the SECOND SCHEDULE hereunder written and/or given. It is pertinent hereto mention that in any case the area of the medium size car parking space(s) shall not exceed 120 Square Feet.
- A28. COVERED AREA:** shall mean the Plinth area of the said Residential Unit/Flat/Parking Space including the Bathrooms and Balconies and also thickness of the walls and pillars which includes proportionate share of the Plinth area of the common portions PROVIDED THAT if any wall be common between

Two Residential Unit / Flats / Parking Space then one - half of the area under such wall shall be included in each Residential Unit / Flat.

- A29. SAID UNDIVIDED SHARE:** Shall mean the undivided proportionate impartial indivisible variable share in the land comprised in the said premises, which is attributable to the said Unit/Flat.
- A30. SINKING FUND:** Shall mean the fund comprising of the amounts to be paid/deposited and/or contributed by each Unit/Flat, including the Purchaser/s herein, towards sinking fund which shall be held by the Maintenance Agency in account of maintenance expenses.
- A31. UNDIVIDED SHARE:** In relation to a Unit/Flat shall mean the undivided proportionate indivisible impartible variable share in land comprised in the said premises, which is attributable to the Unit/Flat concerned.
- A32. SUPER BUILT-UP AREA:** Shall mean in context to a Unit/Flat as the area of a Unit/Flat computed by adding an agreed fixed percentage over the built-up and/or the covered area of the Unit/Flat i.e. Residential Unit and such will be used and utilized only for the registration purpose in order to pay the Stamp Duty and Registration Fees to the Government of West Bengal as per its standing rules and regulations. Be it mentioned here that during the continuation of this Agreement if any new Rules in respect of any Law relating to Development and Real Estate including the WBHIR Act, 2017 is formed by the Government and if such rule becomes effective by making the concept of "Super-Built Up Area" obsolete than in that case the Flats are to be sold either by way of measuring the Flat in terms of "Covered Area" and/or measuring the Flat in terms of "Carpet Area" whichever is applicable.
- A33. OWNER:** Shall mean the OWNER Company being represented by its representative Director and where the context so permits refer to only such of them as is/are concerned with the relevant matter/issue.
- A34. OWNER'S ADVOCATE:** Shall mean **Sri Rajdeep Goswami, Ld. Advocate of Burdwan District Judges' Court** who have prepared these presents and who shall prepare all legal documentations regarding the development, construction, building, promotion and erection and sale, transfer, grant, conveyance, demised, devise and provide of the premise, its parts and parcels and the Building/s and the Unit/s/Flat/s therein, including the Deed of Conveyance/s thereof.
- A35. MASCULINE GENDER:** Shall include the feminine and neuter gender and vice versa.
- A36. SINGULAR NUMBER:** Shall include the plural and vice versa.
- A37.** The owners herein are the absolute owners of the premises and seized and possessed of or otherwise well and sufficiently entitled to the same and enjoying the right, title and interest thereof free from all sorts of encumbrances, charges, liens, lis-pendences, demands, claims, hindrances, attachments, debts, dues, acquisitions and requisitions whatsoever without any interference, obstruction and disturbance, whatever from any person whomsoever and corner and manner whatever.

A38. The Purchasers herein approached the owners in writing herein and/or the OWNER Company being represented by its representative Director herein for being allotted on(Date of Allotment)..... for purchase ALL THAT piece and parcel of the 1 (One) **BHK Unit/Flat bearing Flat No.**, on theth **Floor**, side, measuring about **Sq. Ft.** (A Little More or Less) **Carpet Area** which denotes **Sq. Ft.** (A Little More or Less) **Covered Area** and which means a total **Super Built-Up Area** (A Little More or Less) **Sq. Ft.** (A Little More or Less) and one/..... Wheeler Parking Space measuring an area of **Sq. Ft.** (A Little More or Less) on the Ground Floor of the said Building in **Block** together and further together with the proportionate share of land contained at and under the said premises and further together with the common areas, benefits, amenities, facilities, and others thereof as under more fully and particularly mentioned, described, enumerated, provided and explained at and under the SECOND SCHEDULE hereunder written and/or given and as under and the OWNER Company being represented by its representative Director herein agreed to make such allotment in certain terms and conditions that have been agreed to by and between the parties and are being recorded in writing herein.

NOW IT IS HEREBY DECLARED THAT THE PARTIES HERETO HAVE AGREED AS FOLLOWS:

1. ALLOTMENT:

1.1. The Purchaser/s herein has been allotted on(date of allotment)..... for the purchase and the OWNER Company being represented by its representative Director herein, whatever the case may be herein agree to allot to the Purchaser/s the said ALL THAT piece and parcel of the 1 (One) **BHK Unit/Flat bearing Flat No.**, on theth **Floor**, side, measuring about **Sq. Ft.** (A Little More or Less) **Carpet Area** which denotes **Sq. Ft.** (A Little More or Less) **Covered Area** and which means a total **Super Built Up Area** a little more or less **Sq. Ft.** (A Little More or Less) and one/..... Wheeler Parking Space measuring an area of **Sq. Ft.** (A Little More or Less) on the Ground Floor of the said Building in **Block** together with the proportionate share of land contained at and under the said premises and further together with the common areas, benefits, amenities, facilities and others thereof as under free from all sorts of encumbrances, charges, liens, lis-pendenses, demands, claims, hindrances, attachments, debts, dues, acquisitions and requisitions whatsoever without any interference, disturbance and obstruction whatever from any person whomsoever and corner and manner whatever in the terms and conditions recorded herein.

1.2. The Purchaser/s herein shall pay the agreed consideration, additional payments and deposits in the manner specified herein and upon completion of such payments, the SECOND SCHEDULE property shall be deemed to have been allotted to the Purchaser/s subject to the Purchaser/s herein first complying with and/or performing the terms, conditions, covenants and obligations required to

be complied with and/or performed on the part of the Purchaser/s herein and as under or as stipulated and enshrined under law.

- 1.3 After completion or allotment as mentioned above, the owners herein and/or the OWNER Company being represented by its representative Director herein, whatever the case may be herein shall execute the Deed of Conveyance/s unto and in favor of the Purchaser/s in respect of the said Unit/Flat in the manner stated herein.

2. TITLE:

- 2.1 The Purchaser/s herein has/have independently examined or caused to be examined the following relating to the title and has/have fully satisfied himself/herself/itself/themselves about the same.
 - a. The documents relating to the title of the premises.
 - b. The plan/s and/or modifications sanctioned and/or approved by the Burdwan Municipality
 - c. The right, title and interest of the OWNER Company being represented by its representative Director herein, whatever the case may be herein in respect of the premises.
 - d. The respective rights, interest and entitlement of the OWNER Company being represented by its representative Director herein, whatever the case may be herein and the OWNER Company being represented by its representative Director under the Title Document of Property Acquisition.
- 2.2 The Purchaser/s undertake/s and covenant/s as not to raise henceforth any objection or make any requisition regarding above and also waive/s his/her/its/their right, if any to do so.

3. CONSTRUCTION:

- 3.1. The construction of the Building/s including the said SECOND SCHEDULE property and the common parts and portions thereof, shall be done by the OWNER Company being represented by its representative Director herein.
- 3.2. The Building/s and the common portions shall be constructed and completed as per the specifications mentioned, described, explained, enumerated and provided in the FOURTH SCHEDULE hereto.
- 3.3. The materials of constructions, promotion, building, development and erection of the Building/s including the FLAT mentioned in the SECOND SCHEDULE property and their quality shall be such as be approved by the Architect/s thereof.
- 3.4. The OWNER Company being represented by its representative Director herein shall be entitled to make such changes, modifications, additions, alteration and/or variations regarding the construction, erection, promotion, building and development and the specifications of the Building/s including the SECOND SCHEDULE property, the common portions as may be deemed necessary by the OWNER Company being represented by its representative Director herein and/or required by any authority including the Burdwan Municipality wherein the Purchaser/s hereby authorize/s the OWNER Company being represented by its representative Director herein in this

regard and the knowledge or any further consent of the purchaser/s herein shall not be required henceforth for the same. Such charges, costs, expenses etc. may be made by the OWNER Company being represented by its representative Director herein in consultation with the Architect/s. No claims or objections shall be raised by the Purchaser/s herein in this regard at any time.

- 3.5. The decision of the Architect/s regarding the quality and specification of the materials and the workmanship regarding construction shall be final and binding on the parties.
- 3.6. The Purchaser/s herein shall not for any reason, directly or indirectly, make or cause any obstruction, interruption, hindrance impediment, interference or objection in any manner relating to or concerning the construction or completion of the buildings by the OWNER Company being represented by its representative Director and/or the transfer sale of disposal of any unit/s/Flat/s/Car parking Space/s/Space/s or portion/s of the said Building/s. In default, the Purchaser/s herein shall be responsible and liable for all the losses and damages, which the OWNER Company being represented by its representative Director herein or any of them may suffer in this regard.
- 3.7. The OWNER Company being represented by its representative Director herein shall endeavour to construct, promote, built, develop and erect the said Unit/s/Flat/s/Car Parking Space/s/Space/s and other/s and make the same ready for delivering possession thereof on or before the date mentioned in PART-III of the FIFTH SCHEDULE hereunder written and/or given subject to the Force Majeure and/or reasons beyond the control of the OWNER Company being represented by its representative Director, in which circumstances the time shall automatically stand extended and the Purchaser/s herein shall not be entitled to make or raise any objection or claim whatsoever in that regard.
- 3.8. The Purchaser/s herein shall not in any manner interfere or hinder or obstruct the completion of the project and/or the other Unit/s/Flat/s /Car Parking Space/s/Space/s and other/s or portion/s of the said Building/s or any part thereof by the OWNER Company being represented by its representative Director herein and/or the other prospective Purchaser/s hereof and shall further not be entitled to raise and make any objection whatever with regard to raising constructing, promoting, building, developing and erecting any further storey and/or stories as above at and upon the roof/s of the building/s ought to be constructed, built, developed, promoted and erected and to sell, demise, devise, transfer, provide and give the same to any person whomsoever for any consideration whatsoever in any manner whatever for all times to come and till the said construction, erection, promotion, development and building of the said further storey and/or stories the roof/s of the said building/s shall be the property of the OWNER Company being represented by its representative Director herein and upon the completion of the said construction, erection, promotion, development

and building of the said further storey and/or stories the roof of the said building shall be under the use, occupation and possession of the OWNER Company being represented by its representative Director herein in the manner as kept, assigned and provide at and under the agreement/s and/or conveyance/s thereof meant for the transfer, alienation, grant, demise and devise of the parts and portions of the subject premises and building/s standing and/or lying erected thereupon and further to make any further construction, erection, development, promotion and building at and around and adjacent to the subject project.

- 3.9. The Purchaser/s herein shall not be entitled to raise or cause to raise any objection of whatsoever nature in the matter of completion of the said project and construction of the said Unit/s/Flat/s/ Car Parking Space/s/Space/s and other/s or portion/s of the said Building/s and /or construction of further structure/s thereupon on the ground of disturbance of annoyance or any other ground whatsoever.
- 3.10. The Purchaser/s herein shall nor be entitled to raise any dispute or claims on account of any damage for on account of the completion of the said project and construction of the said Unit/s/Flat/s/Car Parking Space/s/Space/s and other/s portion/s of the said Building/s and/or construction of further structure/s thereupon.
- 3.11. The OWNER Company being represented by its representative Director herein shall further be entitled to acquire and own any further land property and/or properties at and around and adjacent to the subject property for the purpose of further development, construction, erection, building and promotion of Building/s and Unit/s/Flat/s/Car Parking Space/s/Space/s etc. thereof and/or the part/s thereof whether commercial or residential and in no case the Purchaser/s herein shall be having any right, title and interest to object, hinder or disturb the same in any manner whatsoever and shall be having the right, title and interest thereof, if any, specifically provided by the OWNER Company being represented by its representative Director herein in writing to him/her/it/them.
- 3.12. The OWNER Company being represented by its representative Director herein shall be entitled to make the project in various phases consisting of various Blocks, if necessary and/or expedient at and under the choice of the OWNER Company being represented by its representative Director herein and/or the owners herein whatsoever the case may be and it is agreed by the Purchaser/s herein that the common areas, facilities, amenities, benefits and entitlements at and under the project of the purchaser/s herein shall be confined strictly to the common areas, facilities, amenities, benefits and entitlements at and under particular Block only at and under which the Purchaser/s herein shall be having its/his/her/their ownership and occupation and with respect to the other common areas, facilities, amenities, benefits and entitlement at and under the remaining common areas, facilities, amenities, benefits and entitlements remaining at and under the project

thereof the Purchaser/s herein shall be having limited rights and interest namely, for ingress and egress expedient, viable and necessary thereof.

4. CONSIDERATION:

- a) The agreed consideration for sell, transfer, conveyance, alienation, grant, demise and devise of the said Unit/s/Flat/s/Car Parking Space/s/Space/s and other/s as mentioned, described, enumerated, provided and given in PART-I of the FIFTH SCHEDULE hereunder written and/or written shall be paid by the Purchaser/s herein to the OWNER Company being represented by its representative Director in accordance with payment schedule contained at and under PART-II of the FIFTH SCHEDULE hereunder written and/or written. Time for payment shall be of the essence of the contract.
- b) If the purchaser desire to cancel or rescind the agreement / contract or in case of defaulter for payment as specified in fifth schedule Part-II in that event at the right of the OWNER Company being represented by its representative Director the contract or agreement may be cancelled or rescind. But 20% of the paid amount will be deducted and the rest amount will be paid to the purchaser after the time of execution and registration of the deed in respect of the allotted flat to the 3rd Party. In that event the purchaser has no right to claim whatsoever to that effect. Be it mentioned here the purchaser will express his/her/their intention for cancellation as rescind agreement or contract prior (3) three months notice to the OWNER Company being represented by its representative Director on the other hand in case of default on the part of the purchaser the OWNER Company being represented by its representative Director will cancel, rescind the contract or agreement prior one month notice to the purchaser.

5. ADDITIONAL PAYMENTS AND DEPOSITS:

- 5.1. The Purchaser/s herein shall also pay to the OWNER Company being represented by its representative Director herein the additional payments as mentioned, explained, enumerated, provided and given at and under PART - I and SECTION-A and SECTION-B of the SIXTH SCHEDULE hereunder written and/or given.
- 5.2 The Purchaser/s shall also pay to the OWNER Company being represented by its representative Director the amount/s towards the deposit as mentioned in PART-II of the SIXTH SCHEDULE hereunder written and/or given.
- 5.3. The amount of the additional payments and deposit shall be paid by the Purchaser/s herein within 7 days of the respective demand for the same on or before the date of possession whichever is earlier. In the event of the OWNER Company being represented by its representative Director herein being unable to quantify any amount at the initial stage, the Purchaser/s herein shall make payments on the basis of the estimates made by the OWNER Company being represented by its representative Director herein. In case of subsequent revision of estimates and/or upon quantification of the concerned amount/s, the Purchaser/s herein shall pay the balance/ further amount/s

demanded by the OWNER Company being represented by its representative Director herein within 7 days of demand.

- 5.4. The Additional payment and the deposit are an integral part of the transaction and non-payment/delayed payments thereof shall also result in default on in par of the Purchaser/s and the Owner herein and/or the OWNER Company being represented by its representative Director herein, whatever the case may be herein shall become entitled to exercise the rights on purchaser/s' default.

6. POSSESSION:

The expected date of delivery of possession 36 (Thirty Six) Months from the date of execution of this Agreement, the time may be extended due to force majeure.

- 6.1. The said Unit/s/Flat/s/Car Parking Space/s/Space/s and other/s, if any, shall be deemed to be ready for delivery of possession upon the same being completed internally and reasonably ingress to and egress from the said Unit/s/Flat/s/Car Parking Space/s/Space/s and other/s being provided along with temporary or permanent water, drainage, sewerage, electricity. The said Unit/s/Flat/s/Car Parking Space/s/Space/s and other/s shall thereafter issue a notice to the Purchaser/s herein called upon the Purchaser/s herein to take possession of the said Unit/s/Flat/s/Car Parking Space/s/Space/s and other/s upon making payments of all dues and complying with all other outstanding obligations of the purchaser/s herein at the relevant time.
- 6.2. The Purchaser/s herein shall be entitled to receive possession of the said Unit/s/Flat/s/Car Parking Space/s/Space/s and other/s only upon prior payment of all his dues including the agreed consideration, the additional payments and deposits and also upon due compliance with and/or performance of all covenants, undertaking and obligations required to be complied with and/or performed on the part of the purchaser/s herein in pursuance of the its Memorandum or otherwise required by the law. The obligations to make over possession of the said Unit/s/Flat/s/Car Parking Space/s/Space/s shall arise only thereafter.
- 6.3. In the event of the Purchaser/s herein not making full payment and /or not complying with any of his obligations and/or not taking possession of the said Unit/Flat within a period of 15 days from the date of issue of the notice under clause 6.1 hereinbefore, the Purchaser/s herein shall be deemed to have committed default entitling the Owners herein and/or the OWNER Company being represented by its representative Director herein to the rights on the Purchaser/s' default.
- 6.4. With effect from the date of possession or the date of expiry of the period specified in the notice mentioned in clause 6.1 hereinbefore, whichever is earlier, the Purchaser/s herein shall be deemed to have fully satisfied himself regarding the construction, specification, built up and super built up area, workmanship, materials uses and structural stability and completion of the Buildings, the common portions and the said Unit/s/Flat/s/Car Parking

Space/s/Space/s and other/s notification dated shall not thereafter be entitled to raise any objection or make any claim regarding the same.

- 6.5. That after compliments of the payment schedule as enumerated in FIFTH SCHEDULE at PART-II and after payment of the additional charges, if any, the FIRST PART will execute and registered the Deed of Sale in favour of SECOND PART and give possession within three months from the date of last payment as above. The time may be extended up to six months if the FIRST PART fails to completion of the habitable works due to enforcing circumstances on the part of the SECOND PART and in that event SECOND PARTY will not claim any compensation for unavoidable delay.

7. ALIENATION:

- 7.1. Until a Deed of Conveyance is executed unto and in favour of the Purchaser/s herein, the purchaser/s herein shall not be entitled to mortgage of encumber of alienate or dispose of or deal in any manner whatsoever with the said Unit/Flat or any portion thereof and/or any right or benefit of the Purchaser/s herein in the said Unit/s/Flat/s/Car Parking Space/s/Space/s and other/s and/or under this Memorandum unless all the following conditions are complied with:
- a) There has been no default whatsoever by the Purchaser/s herein in compliance with and/or performance of any of the Purchaser herein covenants, undertakings and obligations under this Memorandum or otherwise.
 - b) The Purchaser/s herein has / have made full payment of the agreed consideration, the additional payments and deposits.
 - c) Prior consent in writing is obtained from the OWNER Company being represented by its representative Director and/or Owners; whatever the case may be regarding the proposed mortgage, encumbrance, disposal or alienation.
- 7.2 After completion of the execution and registration of the Deed of Conveyance unto and in favour of the Purchaser/s herein, the Purchaser/s herein may deal with or dispose of or alienate the said unit/Flat subject to the following conditions.
- a. The said Unit/s Flat/s Car Parking space/s and Other/s be one lot and shall not be partitioned or dismembered in parts. In case of sale, alienation, transfer, demise, devise and grant of the said Unit/s Flat/s Car parking space/s and Other/s unto and in favour of more than one buyer, the same be done in their favour jointly and in undivided shares.
 - b. The transfer, sell, grant, demise, devise and sale of the said Unit/s Flat/s Car parking space/s and Other/s by the Purchaser/s herein shall not be in any manner inconsistent with this memorandum and/or the Deed of Conveyance and the covenants contained herein and/or the Deed of Conveyance shall run with the land and/or transfer. The person(s) to whom the Purchaser/s may transfer/alienate the said Unit/s Flat/s Car parking space/s and Other/s shall be made bound by the same terms,

conditions, covenants, stipulations, undertakings and obligations as applicable to the Purchaser/s herein by law and/or by virtue of this Memorandum and/or the Deed Conveyance.

- c. All the dues including outstanding amounts, interests, maintenance charges, electricity charges, municipal and other taxes etc. relating to the said Unit/s Flat/s Car parking space/s and Other/s payable to any of the Owners herein and/or the OWNER Company being represented by its representative Director herein, whatever the case may be herein, the maintenance Agency, the Association and the Municipality are paid by the Purchaser/s in full prior to the proposed transfer/alienation. Such dues, if any shall in any event, run with such proposed transfer.

8. DOCUMENTS RELATING TO TRANSFER:

- 8.1. The Deed of Conveyance in respect of the said Unit/s Flat/s Car parking space/s and Other/s shall be prepared and finalized by the Advocates as under and the Purchaser/s Agrees and undertakes to accept the execute such Deed of Conveyance/s.
- 8.2. The Purchaser/s agrees to sign and execute all other papers and documents that may be Prepared by the owners herein and/or the OWNER Company being represented by its representative Director herein, whatever the case may be herein or through the Advocate as under in connection with and/or relating to the transfer of the said Unit/s Flat/s Car parking space/s and Other/s.
- 8.3. The Purchaser/s herein shall within 15 days of being required by the OWNER Company being represented by its representative Director and/or Owners, whatever the case may be accept, execute, complete and deliver to the Owners herein and/or the OWNER Company being represented by its representative Director herein, whatever the case may be herein such executed documents, statements, declarations affidavits and authorities as be deemed reasonable by the Advocate as under relating to the transfer envisaged hereunder.
- 8.4. At any time after the completion of construction the said Unit/s Flat/s Car parking space/s and Other/s. The Owners herein and/or the OWNER Company being represented by its representative Director herein, whatever the case may be herein or any of them may intimate to the Purchaser/s herein their intention of executing the Deed of Conveyance and the Purchaser/s herein shall within one month of such intimation comply with all his obligations which are necessary for the execution and registration of the Deed of Conveyance. In default, the Purchaser/s herein shall be responsible and liable for all loses and damages which the Owners herein and/or the OWNER Company being represented by its representative Director herein, whatever the case may be herein or any of them may suffer.
- 8.5. The Owners herein and/or the OWNER Company being represented by its representative Director herein, whatever the case may be herein shall be required to execute the Deed of Conveyance and/or other papers and documents for transfer of the said Unit/s Flat/s Car parking space/s and

Other/s only upon all the following conditions and obligations being satisfied and complied with by the Purchaser/s herein.

- a. The agreed consideration, the additional payments and deposits are paid in full by the Purchaser/s herein.
- b. The Purchaser/s herein is/are not in default in respect of any of his/her/its/their obligation/s.
- c. All other amounts or dues payable by the Purchaser/s herein hereunder or in law in respect of the said Unit/s/Flat/s/Car parking space/s and other/s are paid in full by the Purchaser/s including maintenance charges, electricity charges, municipal and other taxes and levies and other outgoings.
- d. The Purchaser alone will bear the cost and expenses of Stamp Duty and Registration Fees for the purpose of the Registration of the Deed of Sale which is to be executed and registered in favour of the Purchaser and will deposit whatever the case may be herein or the Advocate as named under the estimated amount of stamp duty, registration fee and other connected and miscellaneous expenses relating to the execution and registration of the Deed of Conveyance and/or requisite papers and documents.
- e. The Purchaser herein, whatever the case may be herein in respect of the Purchaser/s obligation to pay the additional/further stamp duty, additional registration fees, other levies, interest and penalty, if any relating to execution and registration of the Deed of Conveyance. Delay for registration of deed on the part of purchaser, the Purchaser alone will be equally and equivalently liable for all.
- f. All payment relation to Stamp duty, registration fee and all other taxes, levy, miscellaneous and other allied expenses relating to these presents, the Deed of conveyance/s and all other papers and documents that may be required to be executed and/or registered in pursuance hereof and/or relating to the said Unit/s/ Flat/s/Car parking space/s and Space/s and additional stamp duty, additional registration fee, penalty, interest or any other levy, if any that may be imposed in this regard at any time will be paid by the Purchaser including all costs and expenses.

9. RIGHTS:

- 9.1 The following rights are intended to be and shall be transferred in favour of the Purchaser/s herein at the time of completion of the transaction:-
 - a. Transfer of the said Unit/s/Flat/s Car parking space/s and Other/s to be constructed by the OWNER Company being represented by its representative Director herein as described, explained, enumerated, provided and given in PART-I of the SECOND SCHEDULE hereunder written and/of given.
 - b. Right to park medium sized car(s) in the said Car Parking space, if any, described in Part-II of the Second Schedule hereunder written and/or given.

- c. Rights of common use and enjoyment only in respect of the common portions mentioned, described, explained, enumerated and provided in the THIRD SCHEDULE hereunder written and/or given in common with the Owners and/or occupiers of the other portions of the Building/s.
- 9.2. Any of the following is not intended to and shall not be transferred unto and in favour of the Purchaser/s herein and the Purchaser/s herein shall have no right, title and interest whatsoever in respect thereof:
- a. The roof of the Building at the Premises.
 - b. Common Portions (except the right of common use mentioned in clause 9.1 (c) hereinbefore.
 - c. Open and covered spaces in the Buildings and the premises not included in the common portions mentioned in the Third Schedule hereto.
 - d. Other Unit/Flat/s and Car parking spaces (Except the right to park medium sized car (s) on portion thereof) in the Buildings and/or the premises.
 - e. Right of further construction on any part of the land comprised in the premises or raising of any additional Floor / Storey / construction over the roof/s of the Building/s as under;
- 9.3. In respect of the properties and rights which are not intended to be transferred to the Purchaser/s as aforesaid, the Owners herein and/or the OWNER Company being represented by its representative Director herein, whatever the case may be herein shall be entitled to use, utilize, transfer, alienate, part with possession, deal with or dispose of the same in any manner whatsoever on such terms and conditions as may be tough fit and proper by them in their absolute discretion, without any reference to the Purchaser/s herein. The Purchaser/s herein hereby consents to be created any obstruction or hindrance whatsoever regarding the same.
- 9.4. Proportionate share of the Purchaser/s herein in respect of any matter referred to under this memorandum shall be such as may be determined by the OWNER Company being represented by its representative Director and the Purchaser/s herein agrees and undertake to accept the same notwithstanding there being minor variations.
- 9.5. The right of the Purchaser/s herein regarding the undivided share shall be variable depending on further/additional constructions, if any, made by the Owners herein and/or the OWNER Company being represented by its representative Director herein, whatever the case may be herein from time to time and the Purchaser/s hereby consents to the same. Any such variation shall not affect the agreed consideration and no claim can be raised regarding the same by the Purchaser/s herein.
- 9.6. The OWNER Company being represented by its representative Director herein shall be entitled at all times to install, display and maintain its name and /or logo on the roofs of the Building/s and /or other areas in the Buildings or the premises by putting up hoardings, display signs, neon signs, lighted displays etc. without being required to pay any charges for the same

and neither the Unit/Flat/Car parking. Owners and occupiers not the Association or any other entity shall be entitled to object or to hinder the same in any manner whatsoever.

- 9.7. The OWNER Company being represented by its representative Director herein may permit and/or grant rights to outside/SECOND PARTIES against payment of consideration charges to the OWNER Company being represented by its representative Director herein for setting up communication towers or other installations for mobile telephones, VSAT, Dish and/or other antennas and other communications and satellite systems on the roof/s of the Building/s and neither the Unit/Flat/Car parking Owners and occupiers nor the Association or any other entity shall be entitled to object or to hinder the same in any manner whatsoever.

10. MAINTENANCE AND ENJOYMENT:

- 10.1. The Building and the premises shall initially be managed and maintained by the Maintenance agency and/or Association and/or Maintenance Company, whatever the case may be.
- 10.2. After handing over possession of all the Unit/Flat Unit/Flats in the Buildings, the OWNER Company being represented by its representative Director herein shall take steps for formation of the Association. Any association, syndicate, committee, body or society formed by any of the Unit/Flat/Car parking owners and occupiers without the participation of the Owners herein and/or the OWNER Company being represented by its representative Director herein, whatever the case may be herein shall not be entitled to be recognized by the Owners herein and/or the OWNER Company being represented by its representative Director herein, whatever the case may be herein and shall not have any right to represent the Unit/Flat/Car parking owners and occupiers to raise any issue relating to the Building/s or the premises. The maintenance of the Building/s shall be made over to the Association by the Maintenance agency and upon such making over the association shall be responsible for the maintenance of the Building/s and the premises.
- 10.3. The employees of the Maintenance agency of the common purposes such as Watchmen, security staff, caretaker, lift-men, sweeper etc. shall be employed and/or absorbed in the employment of the Association with continuity of service on the same terms and conditions of employment subsisting with the Maintenance agency and the Purchaser/s herein hereby consents to the same and shall not be entitled to raise any objection thereto..
- 10.4. The Purchaser/s herein shall from the date of possession use and enjoy the said Unit/s/Flat/s Car parking space/s and other/s in the manner not inconsistent with his rights hereunder and without committing any breach, default or creating any hindrance relating to the rights of any other Unit/s Flat/s Car parking space/s and Other/s and/or any of the Owners herein and/or the OWNER Company being represented by its representative Director herein, whatever the case may be herein.

- 10.5. All costs, charges and expenses relating to the formation and functioning of the Association shall be borne and paid by all Unit/s Flat/s Car parking Owners and occupiers of the Buildings including the Purchaser/s herein.
- 10.6. All papers and documents relating to the formation of the Association shall be prepared and finished through the Advocate as under and the Purchaser/s herein hereby consents to accept and sign the same.
- 10.7. The rules and regulations of the Association shall not be inconsistent and/or contrary to the provisions or covenants contained herein which provisions and covenants shall, in any event, have an overriding effect.
- 10.8. The rights of the Owners herein and/or the OWNER Company being represented by its representative Director herein, whatever the case may be herein, the Maintenance agency and the Association relating to certain matters are more fully and particularly mentioned, described, enumerated, provided, given and specified in the SEVENTH SCHEDULE hereunder written and/or given and the same shall be binding on the Purchaser/s herein.
- 10.9. The Obligations and covenants of the Purchaser/s herein in respect of the user, maintenance and enjoyment of the said Unit/ Flat/ Car parking space, the common portions, the Building/s and the premises including payment of maintenance charges, electricity charges, municipal and other taxes and other outgoings are more fully and particularly mentioned, described, enumerated, provided, given and specified in the EIGHT SCHEDULE hereunder written and/or given to and the same shall be binding on the Purchaser/s herein. It is expressly made it clear that in the event of the Purchaser/s herein not taking possession of the said Unit/s Flat/s Car parking space/s within 15 days of the date of notice under clause 6.1 hereinabove, the liability of the Purchaser/s to make payment of all costs, expenses and outgoings in respect of the said Unit/s Flat/s Car parking space/s including the maintenance charges, electricity charges, municipal and other taxes and other outgoings shall immediately commence thereafter from the 16th day of notwithstanding anything to the contrary contained, explained, enumerated, provided and given in the EIGHT SCHEDULE hereunder written and/or given or elsewhere in this memorandum. Such liability shall continue till the same is paid by the Purchaser/s herein or the Memorandum / Allotment is cancelled / terminated.

11. DEFAULT:

- 11.1. Failure to make payment of any amount payable by the Purchaser/s herein under this memorandum on account of the agreed consideration and/or the additional payments and/or deposits or otherwise the specified time or within 15 days of demand if no time is specified, shall amount to a default entitling the Owners herein and/or the OWNER Company being represented by its representative Director herein, whatever the case may be herein to exercise all or any of the Rights on the Purchaser/s default.

- 11.2. Failure to perform or comply with any of the terms, conditions, covenants, undertakings stipulations, restrictions, prohibitions and obligations of the Purchaser/s herein or any breach of default regarding any of them shall amount to default on the part of the Purchaser/s herein and the Owners herein and/or the OWNER Company being represented by its representative Director herein, whatever the case may be herein shall be entitled to exercise all or any of the Rights on the Purchaser/s default.
- 11.3. The Rights on the Purchaser's/s' default are independent of each other not alternative to each other and more than one of the said rights may be simultaneously exercised and/or enforced by the Owners herein and/or the OWNER Company being represented by its representative Director herein, whatever the case may be herein regarding any default on the part of the Purchaser/s herein
- 11.4. In case of default by the Owners herein and /or the OWNER Company being represented by its representative Director herein, whatever the case may be herein, the Purchaser/s herein shall be entitled to claim specific performance.

12. FORCE MAJEURE:

In the event of any delay by the Owners herein and/or the OWNER Company being represented by its representative Director herein, whatever the case may be herein, in fulfilling any of their obligations herein due to Force majeure or reasons beyond the control or reasonable estimation of any of the OWNER Company being represented by its representative Director and/or Owners, whatever the case may be, then in that event the time for the relevant matter shall stand extended. The Owners herein and/or the OWNER Company being represented by its representative Director herein, whatever the case may be herein shall not be liable for any interest or damages in case of delay, if any.

13. MISCELLANEOUS:

- 13.1. The project and the Building to be constructed at the said premises have been named '**YOGADA HOUSING BLOCK-I / BLOCK-II**' and the same shall always be known by the said name. The Association, the Maintenance agency, the Purchaser/s herein and/or the Unit/ Flat/ Car parking Owners and occupiers shall not be entitled to change the same name under any circumstances whatsoever.
- 13.2. This Memorandum records the finally agreed terms and conditions between the parties and as such all previous oral and written assurances, representations, brochures, advertisements, correspondence and /or negotiations, if any are and shall always be deemed to be invalid and not binding and the same cannot be relied upon in any manner whatsoever. Any mutual modification or variation of any terms and conditions recorded in this Memorandum shall be valid only if the same is made in writing by all the parties hereto.
- 13.3. Non-enforcement of any right by the Owners herein and/or the OWNER Company being represented by its representative Director herein, whatever

the case may be herein or any indulgence granted by the OWNER Company being represented by its representative Director and/or Owners, whatever the case may be to the Purchaser/s or any other Unit/Flat/Car parking Owners and occupiers shall not amount to any waiver of any of the rights of the Owners herein and/or the OWNER Company being represented by its representative Director herein, whatever the case may be herein.

- 13.4. In respect of any of the rights or obstruction of the Owners herein and/or the OWNER Company being represented by its representative Director herein, whatever the case may be herein or any of them as against or towards the purchaser/s, it shall be sufficient if any one or more of the Owners herein and/or the OWNER Company being represented by its representative Director herein, whatever the case may be herein take any steps and/or issue notice regarding the same and it shall not be necessary for all the Owners herein and/or the OWNER Company being represented by its representative Director herein, whatever the case may be herein to take any step jointly. It shall however be necessary for the Purchaser/s herein to give notice and deal with each of the OWNER Company being represented by its representative Director and/or Owners, whatever the case may be herein individually and separately.
- 13.5. All rights and obligations of the Owners herein and/or the OWNER Company being represented by its representative Director herein, whatever the case may be herein inter se shall be governed by the Development Agreement which shall override anything contained herein which is contrary to or inconsistent with such rights and obligations.
- 13.6. The terms and conditions between the parties have been agreed at and this Memorandum is being executed at the office of the OWNER Company being represented by its representative Director herein.
- 13.7. The Purchaser/s shall have no connection whatsoever with the other Unit/Flat/Car parking space/s and there shall be no privities of contract or any agreement or arrangement as amongst the Purchaser/s herein and the Other Unit/Flat/Car parking space Owners and occupier (either express or implied) and the Purchaser/s herein shall be responsible to the Owners herein and/or the OWNER Company being represented by its representative Director herein, whatever the case may be herein for fulfillment of the purchaser/s herein obligations irrespective of non-compliance by any other Unit/Flat/Car parking Owners and occupier.
- 13.8. The Purchaser(s) shall pay the GST in respect of the agreed to be purchased unit(s) at the prevailing statutory rate. Be it mentioned here that if at any time hereafter there be imposition of or enhancement in any tax including GST, duty, levy, surcharge, charger or fee under any statue, rule or regulation in the premises, the building/s and/or the said Unit/s/Flat/s/Car parking space/s or on the transfer, sell, alienation, grant, demised and devise of the said Unit/s/Flat/s/Car parking space/s, the same shall be borne and paid by the

Purchaser/s herein proportionately or wholly as the case may be, without raising any objection thereto, within 7 days of demand being made by the Owners herein and/or the OWNER Company being represented by its representative Director herein, whatever the case may be herein from the notification date and the Owners herein and/or the OWNER Company being represented by its representative Director herein, whatever the case may be herein shall not be liable for the same.

- 13.9. The Purchaser/s herein shall be responsible for and shall keep the OWNER Company being represented by its representative Director and/or Owners, whatever the case may be, maintenance agency and/or the Association indemnified of from and against all damages, claims, demands, costs, charges, expenses and proceedings occasioned relating to the premise or any part of the Building/s or to any person due to any negligence or any act deed thing or omission made done or occasioned by the Purchaser/s herein and shall keep the Owners herein and/or the OWNER Company being represented by its representative Director herein, whatever the case may be herein indemnified against all actions, claims, proceedings, costs, expenses and demands made against or suffered by the Owners herein and/or the OWNER Company being represented by its representative Director herein, whatever the case may be here in as a result of any act, omission or negligence of the Purchaser/s herein on the servants, agents, licensees or invitees of the Purchaser/s herein and/or any breach or non-observance by the Purchaser/s herein of the purchaser's/s covenants and/or any of the terms herein contained.
- 13.10. No interest shall be payable by the Owners herein and/or the OWNER Company being represented by its representative Director herein, whatever the case may be herein or any payment or deposit received by them under these presents or in pursuance hereof whether by way of agreed consideration, additional payments, deposits and/or otherwise.
- 13.11. Save the right of acquiring the said Unit/s/Flat/s/Car parking space/s and Other/s or portion/s of the said Building/s and the properties appurtenant thereto and save the right hereby agreed to be transferred the Purchaser/s herein shall not have any rights, titles, interests, Claims or demands whatsoever over and in respect of the other parts or portions of the said Project and the said premises save and except the proportionate share in the common area/s, facility/facilities, amenity/amenities, path/s, passage/s etc. meant for the various Owner/s and occupier/s at and under the said Project/s as well as in the common parts or areas as described and explained as under.
- 13.12. Further the Purchaser/s herein shall be entitled to the proportionate share of land to the extent of the Unit/Flat hereunder intended for transfer, sell, demise, devise, grant and provide and with respect to the common areas, facilities, amenities, benefits and entitlements at and under the particular Block only at and under which the Purchaser/s herein shall be having its/his/her/their Ownership and occupation as above but not with respect to the other common areas, facilities, amenities, benefits and entitlements at and

under the remaining common areas, facilities, amenities, benefits and entitlements remaining at and under the Project hereof and the OWNER Company being represented by its representative Director and the Owners herein as the case may be, shall be having the discretion to alienate, transfer, demise, devise, provide and grant the same to any person whomsoever of its choice as well to use, own, occupy, possess, seize and enjoy the same in any manner whatsoever in commercial or residential nature but it is pertinent hereto mention that the said alienation, transfer, demise, devise, provide and grant of the said other common areas, facilities, amenities, benefits, and entitlements at and under the remaining common areas, facilities, amenities, benefits and entitlements remaining at and under the project hereof not assigned to the Purchaser/s herein to any person whomsoever of its choice as well to use, own, occupy, possess, seize and enjoy the same in any manner whatsoever in commercial or residential nature shall in no case hinder the above said limited rights and interest of the Purchaser/s herein in connection with the said ingress and egress, if expedient, viable and necessary thereof at and under the said project and the properties conveyed to it/her/his/them.

14. NOTICE:

All notice shall be sent by registered post/speed post either acknowledgment due at the last notified address of the addressee and shall be deemed to be served on the fourth day after the date of such dispatch.

15. ARBITRATION:

Any dispute and difference amongst or between any of the parties hereto arising out of and/or relating to and/or connected with the said Unit/s Flat/s/Car parking space/s touching these presents or any term or condition herein contained and/or relating to interpretation hereof shall be referred to the Arbitration as per the Arbitration Act. The venue of the arbitration shall be at the Chamber/Office of the said Arbitrator at the convenience of the OWNER and shall be proceeded and dealt in accordance with the Arbitration and Conciliation Act as amended from time to time and the parties have agreed that the Arbitrator shall have summary powers and may make and publish interim orders and awards and/or non-speaking awards, whether interim or final. The Award/Awards made by the Arbitrator shall be final and binding upon the parties hereof as agreed.

THE FIRST SCHEDULE ABOVE REFERRED TO:

ENTIRE PREMISES

(Property Details)

ALL THAT PIECE AND PARCEL OF THE LAND measuring 50 (Fifty) Kathas 6 (Six) Chattaks 9 (Nine) Sq. Ft. equivalent to 0.834 Acres be same little more or less and out of the said 0.834 Acres of Land, area of Land measuring more or less 5.28 Decimals was under R.S. Plot No. 1561 and area of Land measuring more or less 13.66 Decimals was under 1561/2177 and area of land measuring more or less 64.46 Decimals was under R.S. Plot No. 1562 and in the L.R. Record total land measuring 0.834 Acres comes under the L.R. Plot No. 4143 along with all easement quasi-easement rights liberties privilege,

title, interest, possession appurtenances Municipal Road, Paths and Passage and Facilities of G.T. Road, Drainage, Sewearge, Electricity whatever lying and situate at Mouza Bahirsarbamangala, Touzi No. 1, J.L. No. 42 under R.S. Khatian No. 348, Khanda Khatian No. 1529 and Khatian No. 1519 and 1575, L.R. Khatian No. 16221, R.S. Plot No. 1562, 1561/2177 and 1561, L.R. Plot No. 4143 within Burdwan Municipality of Ward No. 1 presently Holding No. 15, Mahalla Bahirsarbamangala Para within City and P.S. Burdwan and within the limit of the Burdwan Municipal Authority at Purba Barddhaman District and in the said land the current construction of the Project named and styled as "YOGADA HOUSING BLOCK-I / BLOCK-II" is ongoing which is a residential G+5 Storied Flat Building as per Burdwan Municipality sanctioned building Plan being No. 1340 dated 24/07/2015 vide Memo No. 07/E/VII-4 dated 04/04/2017.

AND THE ENTIRE SAID PREMISES IS BUTTED AND BOUNDED BY,

On the North: By G.T. Road,
On the South: By Residence of Manowara Begum & Ors.
On the East: By Residence of Seik Musthafa & Ors
On the West: By Residence of Bholanath Gupta & Ors

THE SECOND SCHEDULE ABOVE REFERRED TO:

PART-I

'SAID UNIT/FLAT'

ALL THAT piece and parcel of the 1 (One) **BHK** Unit/Flat bearing Flat No., on theth **Floor**, side, in **Block**, measuring about **Sq. Ft.** (A Little More or Less) **Carpet Area** which denotes **Sq. Ft.** (A Little More or Less) **Covered Area** and which means a total **Super Built Up Area** of **Sq. Ft.** (A Little More or Less) being 1 (One) Residential Flat total consisting of (.....) Bedrooms, (.....) Hall cum Dining, 1 (One) Kitchen, (.....) Balcony and (.....) Toilets together with the proportionate share of land contained at and under the said premises and further together with the common areas, benefits, amenities, facilities and others thereof of the Building/s Constructed and upon the **FIRST SCHEDULE** premises.

PART- II

SAID PARKING SPACE

That One Medium Sized Car cum 4 (Four) Wheeler Roof Covered Parking Space measuring an area of Sq. Ft. in the Ground Floor in **Block**, of the said Building is hereby agreed to be transferred or be sold or be agreed to be sold between the Parties and the Purchaser will obtain the said One Medium Sized Car cum 4 (Four) Wheeler Parking Space and it appertaining Right of Parking in the specified area of the said Apartment.

THE THIRD SCHEDULE ABOVE REFERRED TO:

COMMON PORTIONS

SECTION A:

Common Area and installation in respect whereof only right of user in common shall be granted.

- a. Lift/s, Lobbies, Generator, Transformer and staircase of the Building.

- b. Common drains, sewers and pipes.
- c. Common water reservoirs, water tanks, water filtration plant, water pipes (save those inside any Unit/Flat) and appurtenant/s to the building/s.
- d. Wires and Accessories of lighting of common areas of the building/s.
- e. Pump and Motor.

SECTION B:

(COMMON INSTALLATIONS FOR WHICH THE PROPORTIONATE ADDITIONAL SEPARATE COSTS ARE TO BE PAID BY THE PURCHASER/S)

- A. Electrical installations relating to meter, transformer for receiving electricity from the Electricity Authority. Pump(s) and other common services as also minimum reasonable power of use within the said Unit/Flat.
- B. Other facilities or installations, if any provided for the common use of the Unit/Flat of the premises and not covered by Section A hereinabove.

THE FOURTH SCHEDULE ABOVE REFERRED TO: **(SPECIFICATION)**

- BUILDING STRUCTURE:-** Reinforced Cement Concrete (1:2:4),
- MAIN WALLS & PARTITION WALLS:-** 200 MM/250 MM Thick Cement Brick Work for Main Walls and 125 MM Thick and 75 MM Thick Cement brickwork (1:4) for Flat Separating Wall and Partition Walls inside the respectively,
- FLOOR:-** Vitrified Floor Tiles for All room, Verandah, Hall, Kitchen, Bath/Toilet.
- SKIRTING AND DADO:-** Tiles, the height not to be exceeded 150 MM High and the Dado Not Exceeding 200 MM High (For Toilet Glazed Tiles will be used up to a height of 6 Ft. form Skirting).
- PLASTERING:-** Plastering to external walls will be of 20 MM. thick in 1:5 Cement, Sand and Mortar. Plastering to internal walls will be 15 MM thick in 1:6 Cement, Sand and Mortar and Ceiling will be 10 MM thick in 1:4 Cement, Sand and Mortar.
- WOODWORK AND JOINERY:-** 100 MM X 50 MM. Malaysian Sal Wood or equivalent section for Door frame, 32 mm. Thick solid core Flush door, Thickness of the shutter will be 32 mm. Main Door shutter for the owners will be made of quality Flush door.
- M. S. GRILL WORKS:-** All windows will be aluminium framed with necessary hardware fittings. The grill -works for the windows will be completely separately fixed. The balcony balustrades (if any) will be M.S. Flat. The Glasses of the windows will be Ground Glass or Frosted Glass.
- PAINTING:-** All the internal wall surfaces and the ceiling will be finished with Plaster of parish.
The external wall surfaces will be finished with snow-cem or equivalent cement based paint. All the wooden surfaces and

the steel surfaces will be finished with enamel paint after necessary priming coat

FINISHING WORKS FOR GROUND FLOOR:- The Parking areas will be finished with neat cement finish.

HARDWARE FITTINGS AND FIXTURES:- All the hardware Fittings will be of aluminium. The internal doors will have all the necessary locking arrangements like tower bolts, hatch bolts, door knobs or rings etc. complete. One eye-whole will be fixed in the main entrance door to each flat. Door stoppers will be fixed in every door.

ELECTRICAL WORKS:- All the electrical lines will be concealed with copper wires. with PVC conduit. Each flat will have the following electrical points.

Each Bed Room Two light points, One Plug point, One Fan Point.

Living Room cum Dinning Space Three light Points Two Fan Point, One Plug Point, one Freeze point.

Kitchen One light Point, One Power Point, One Exhaust fan point.

Exhaust Fan points will be provided in each toilet, Geyser Line (except Geyser) including electrical point for the same will also be provided in one toilet.

WATER SUPPLY & DRAINAGE:- One overhead water reservoir will be provided the required capacity of pump will be installed for storage of water in the overhead water reservoir.

The drainage line will be connected to the existing sewer line through the Master trap. Each flat have separate water supply line from the overhead water reservoir through P.V.C. Pipes and fittings with proper necessary valves. For external drainage P.V.C. pipes will be used.

TOILET FITTINGS & FIXTURES:- Each toilet will be provided with one shower, one Anglo Indian/European commode. Necessary taps will be provided in the toilets and the floor will be of cut pieces marble (1'6"X 1'6")/Anti Skid Tiles. One basin with tap will be installed at Dining Hall.

KITCHEN SPACE:- Each Kitchen space will be provided with one cooking platform finished with one still sink with required water connections.

OVER HEAD TANK:- Concrete.

AMENITIES:-

Security & safety:

1. 24*7 securities,

2. C.C.T.V. Surveillance,
3. Modern fire extinguishing and fighting system,
4. Parking in Ground Floor and Covered boundary area,
5. Well founded building structures.

Additional Facilities:

1. Cable & broadband connection in dining & master bedroom,
2. A/C connection installed in all bedrooms,
3. Concealed work for water & electricity line,

THE FIFTH SCHEDULE ABOVE REFERRED TO:

PART-I

AGREED CONSIDERATION

Consideration for the Undivided share and for construction and completion of the said Unit/Flat is **Rs.,...../- (Rupees Lakhs Thousand Only) plus GST** and Consideration for the Undivided share and for construction and completion of the said Parking Space is **Rs.,...../- (Rupees Lakhs Thousand Only) plus GST** and the Total **AGREED CONSIDERATION** of the said Flat and the Parking is **Rs.,...../- (Rupees Lakhs Thousand Only) plus GST** excluding additional charges and other payable charges as stated above by the purchasers. Be it mentioned here that the price of the Flat will be made on actual measurement.

PART-II

PAYMENT SCHEDULE

- A. The 1st (First) Payment has been made **at the Time of Booking of the Flat and Parking Space** onth, amounting **Rs. 2,00,000/- (Rupees Two Lakhs Only)** through Payment out of the total agreed consideration amount being **Rs.,...../- (Rupees Lakhs Thousand Only)**.
- B. The 2nd (Second) Payment has been made within 1 (One) Month of Advance Booking and **at the Time of Execution of this Agreement** onth, amounting to **25% (Twenty Five Percent)** i.e., equivalent to **Rs.,...../- (Rupees Only)** through Payment out of the total agreed consideration amount being **Rs.,...../- (Rupees Lakhs Thousand Only)** by adjusting the Booking Amount.

BALANCE DUE:- Rs.,...../- (Rupees Lakhs Thousand Only)

Next Payment which will be made:

- C. The 3rd (Third) Payment amounting to **10% (Ten Percent)** i.e., equivalent to **Rs.,...../- (Rupees Lakhs Thousand Only)** out of the total consideration amount is to be made *at the time of Roof Casting of 1st Floor of the said Building;*
- D. The 4th (Fourth) Payment amounting to **10% (Ten Percent)** i.e., equivalent to **Rs.,...../- (Rupees Lakhs Thousand Only)**

- **Only**) out of the total consideration amount is to be made *at the time of Roof Casting of 2nd Floor of the said Building*;
- E. The 5th (Fifth) Payment amounting to **10% (Ten Percent)** i.e., equivalent to **Rs. /- (Rupees Lakhs Thousand Only)** out of the total consideration amount is to be made *at the time of Roof Casting of 3rd Floor of the said Building*;
- F. The 6th (Sixth) Payment amounting to **10% (Ten Percent)** i.e., equivalent to **Rs. /- (Rupees Lakhs Thousand Only)** out of the total consideration amount is to be made *at the time of Roof Casting of 4th Floor of the said Building*;
- G. The 7th (Seventh) Payment amounting to **10% (Ten Percent)** i.e., equivalent to **Rs. /- (Rupees Lakhs Thousand Only)** out of the total consideration amount is to be made *at the time of Roof Casting of 5th Floor of the said Building*;
- H. The 8th (Eighth) Payment amounting to **10% (Ten Percent)** i.e., equivalent to **Rs. /- (Rupees Lakhs Thousand Only)** out of the total consideration amount is to be made *at the time of Brick Work and Floor Work of agreed to be sold Flat as per this Agreement*;
- I. The 9th (Ninth) Payment amounting to **5% (Five Percent)** i.e., equivalent to **Rs. /- (Rupees Lakhs Thousand Only)** out of the total consideration amount is to be made *at the time of Bathroom Fittings and Fixture Work of agreed to be sold Flat as per this Agreement*;
- J. The 10th (Tenth) Payment amounting to **5% (Five Percent)** i.e., equivalent to **Rs. /- (Rupees Lakhs Thousand Only)** out of the total consideration amount is to be made *at the time of Electrical Fittings and Fixture Work of agreed to be sold Flat as per this Agreement*
- K. The Full and Final cum 11th (Eleventh) Payment amounting to **5% (Five Percent)** i.e., equivalent to **Rs. /- (Rupees Lakhs Thousand Only)** out of total consideration is to be made by the Purchaser *at the Time of Registration of the Sale Deed and/or Delivery of Possession whichever is earlier*:

In case of default for payment as per Fifth Schedule Part-II, the purchaser will be liable to pay to the OWNER Company being represented by its representative Director as delay payment interest and compensation @ 24% per annum.

PART-III

The estimation date of making Unit/s/ Flat/s/Car parking space/s and Space/s Owners the said Unit/s/Flat/s/Car parking space/s and Space/s ready for the purpose of delivery of possession is within three months from the date of last payment as above. The time may be extended up to six months if the FIRST PART fails to completion of the habitable works due to unforeseen circumstances on the part of the SECOND PART and in that event SECOND PARTY will not claim any compensation for unavoidable delay and also subject to Force Majeure.

THE SIXTH SCHEDULE ABOVE REFERRED TO:

PART-I

SECTION A:

- a) Additional payments payable wholly by the Purchaser/s.
- b) Betterment and/or development charges and any other tax, duty, levy or charges that may be imposed or charged, if any, in connection with the construction or transfer of the said Unit/s/ Flat/s/Car parking space/s and space/s unto and in favour of the Purchaser/s herein.
- c) Charges levied by the OWNER Company being represented by its representative Director herein for any additional or extra work done or any additional amenity or facility provided or any variation made in the said Unit/Flat.

(EXTRAS AND DEPOSITS)

(EXTRAS)

- a) The purchaser shall pay to the OWNER Company being represented by its representative Director the amount towards Purchaser's share of the cost charges and expenses for procuring electricity connection by way of Generator, Electric connection for Common Area, Community Hall Charges being a sum of **Rs. 75,000/- (Rupees Seventy Five Thousand Only)**. Be it mentioned here that the Purchaser shall pay the actual cost and expenses additionally to the DEVELOPER for providing Electrical Power and Energy Meter on actual.
- b) Towards the fees Agreed legal fees payable to the Advocate and Legal Expenses @ 1 % of the Agreed Consideration which shall be payable within the date of Execution and Registration of the Deed of Conveyance, whichever is earlier and additional Rs. 5,000/- (Rupees Five Thousand Only) shall be paid simultaneously with the execution of this Agreement hereof.
- c) Maintenance charges Rs. 1.65/- per Sq. Ft. (Super Built Up Area) per month for one year advance at a time of the registration of the deed.
- d) The agreed costs regarding electricity mention in Section A item no. (e) above shall be paid by the Purchaser/s to the OWNER Company being represented by its representative Director before possession.

SECTION B:

ADDITIONAL PAYMENT/S PAYABLE PROPORTIONATELY BY THE PURCHASER/S HEREIN TO THE OWNER COMPANY BEING REPRESENTED BY ITS REPRESENTATIVE DIRECTOR HEREIN.

PROPORTIONATE SHARE OF THE COSTS, CHARGES AND EXPENSES FOR:

- a) Installation of Generator for the common portions and for providing adequate power required to the said Unit/s /Flat/s/Car parking space/s and Space/s.
- b) Formation of the Association for the common purposes.
- c) Betterment and/or development charges of other levies @ Rs. 0.50/- per Sq. Ft. (Super Built up Area) per month for next half year advance that will be charged regarding the premises or the Building or the construction in terms hereto.
- d) Providing any special provision, fitting or amenity in the building and/or the premises.

PART-II

Additional consideration payable to the OWNER Company being represented by its representative Director herein in case there be any increase in area of the said Unit/Flat upon construction being made notification dated the measurement being certified by the OWNER Company being represented by its representative Director herein. Such additional consideration shall be calculated at the same rate at which the agreed consideration has been computed. However, in case there be any deviation in the area of the said Unit/Flat upon consideration being made and the measurement being certified by the OWNER Company being represented by its representative Director herein, the agreed consideration shall be reduced proportionately.

THE SEVENTH SCHEDULE ABOVE REFERRED TO

“RIGHTS OF THE OWNERS HEREIN, THE OWNER COMPANY BEING REPRESENTED BY ITS REPRESENTATIVE DIRECTOR HEREIN AND/OR THE OWNER COMPANY BEING REPRESENTED BY ITS REPRESENTATIVE DIRECTOR AND/OR OWNERS, WHATEVER THE CASES MAY BE HEREIN, MAINTENANCE AGENCY & ASSOCIATION”

- a) Apportionment if any liability of the purchaser/s herein in respect of any expenses, taxes, dues, levies or outgoings payable by the Purchaser/s herein pursuant to these presents or otherwise shall be done by the Owners herein, the OWNER Company being represented by its representative Director herein and/or the OWNER Company being represented by its representative Director and/or Owners, whatever the case may be herein whose decision shall be final and binding on the purchaser/s.
- b) The maintenance charges payable by the Purchaser/s herein with effect from the date of possession shall be fixed by the Maintenance Agency and/or Association and/or Maintenance Company and shall be payable periodically. In the event of the Purchaser/s herein not taking over possession of the said Unit/s /Flat/s/Car parking space/s and Space/s within the time fixed in the notice calling upon him to take possession, the maintenance charges shall be payable by the Purchaser/s herein with effect from the date of expiry of the said period of such notice PROVIDED THAT until all payments due under this Memorandum are made by the Purchaser/s herein no right of whatsoever nature shall or can accrue in favour of the Purchaser/s herein in respect of the said Unit/s Flat/s/Car parking space/s and Space/s.
- c) The Maintenance Agency/ Association shall be entitled to revise and increase the maintenance charges from time to time and the Purchaser/s herein shall not be entitled to object thereto.
- d) The Maintenance Agency/ Association shall be entitled to withdraw, withhold, disconnect or stop all services, facilities and utilities to the Purchaser/s herein and/or the said Unit/s /Flat/s/Car parking space/s and Space/s and Space/s including water supply, electricity, user of lift etc. in case of default in timely payment of the maintenance charges, electricity charges, municipality taxes, common expenses and/or other payments by the Purchaser/s herein after giving 15 days notice in writing.

THE EIGHT SCHEDULE ABOVE REFERRED TO

'PURCHASER'S/S' COVENANTS'

1. On and from the date of possession, the Purchaser/s herein agree/s undertake/s and covenant/s to:
 - a) Comply with and observe the rules, regulations and byelaws framed by Maintenance Agency/Association from time to time.
 - b) Permits the OWNER Company being represented by its representative Director, Maintenance Agency/Association and their respective men agents and workmen to enter into the said Unit/s/Flat/s/Car parking space/s and Space/s for the common purposes or the project.
 - c) Deposit the amount for various purposes as required by the OWNER Company being represented by its representative Director/Maintenance Agency or the Association.
 - d) Use and occupy the said Unit/s /Flat/s/Car parking space/s and Space/s only for the purpose of residence.
 - e) Use the common portions without causing any hindrance or obstruction to other Unit/s /Flat/s/Car parking space/s and Space/s Owners and occupants of the Buildings.
 - f) Keep the said Unit/s /Flat/s/Car parking space/s and Space/s and party walls, sewers, drains pipes, cables, wires, entrances and main entrance serving any other Unit/Flat in the Building/s and/or in the premises in good and substantial repair and condition so as to support shelter and protect and keep habitable the other Unit/Flat parts of the building/s.
 - g) In particular and without prejudice to the generality of the foregoing, not to make any form of alteration in or cut or damage the beams and columns passing through the said Unit/s/Flat/s/Car parking space/s and Space/s or the common portions for the purpose of making changing or repairing the concealed wiring and pipelines or otherwise.
 - h) Use and enjoy the common portions only to the extent required for ingress to and egress from the said Unit/s /Flat/s/Car parking space/s and Space/s of men, materials and utilities.
 - i) Sign and deliver to the OWNER Company being represented by its representative Director all papers application and documents for obtaining separate electric meter or electricity connection in respect of the said Unit/Flat in the name of the Purchaser/s and until the same be obtained, the OWNER Company being represented by its representative Director herein shall provide or cause to be provided reasonable quantum of electricity from their own sources and install at the cost of the Purchaser/s herein an electric meter in or for the said Unit/s/Flat/s/Car parking space/s and Space/s and Purchaser/s herein shall pay all charges for electricity shown by such sub-meter as consumed in or relating to the said Unit/s /Flat/s/Car parking space/s and Space/s.
 - j) Bear and pay the common expenses and other outgoing in respect of the premises proportionately and the said Unit/s/Flat/s/Car parking space/s and Space/s wholly.

- k) Pay Municipal and all other rates taxes, levies, duties charges and impositions outgoing and expenses in respect of the Building and premises proportionately and the said Unit/s /Flat/s/Car parking space/s and Space/s wholly and to pay proportionate share of such rates and taxes payable in respect of the said Unit/s/Flat/s/Car parking space/s and Space/s until the same is assessed separately by the Municipality.
 - l) Pay for other utilities consumed in or relating to the said Unit/s /Flat/s/Car parking space/s and Space/s.
 - m) Allow the other Unit/s/Flat/s/Car parking space/s and Space/s Owners the right to easements and/or quasi-easements.
 - n) Regularly and punctuality make payment of the Common Expenses, Maintenance Charges, Municipality Taxes and other payments mentioned herein within 7 days of receipt of demands or relevant bills, whichever is earlier and.
 - o) Observe and comply with such other covenants as be deemed reasonable by the Owners herein and the OWNER Company being represented by its representative Director herein and/or the OWNER Company being represented by its representative Director and/or Owners, whatever the case may be for the common purposes.
2. On and From the Date Of Possession, the Purchaser/s agrees and covenants:
- a) Not to put any nameplate or letter box or neon-sign in the common portion or on the outside wall of the Buildings save at the place as be approved or provided by the Owners herein, the OWNER Company being represented by its representative Director herein and the OWNER Company being represented by its representative Director and/or Owners, whatever the case may be herein provided. However, that nothing contained herein shall prevent the Purchaser/s to put a decent nameplate outside the main door of the said Unit/s /Flat/s/Car parking space/s and Space/s.
 - b) Not to open out any additional windows or any grill box or fix or ledge or cover or any other apparatus protruding outside the exterior of the said Unit/s /Flat/s/Car parking space/s and Space/s or any portion thereof.
 - c) Not to do permit to be done any act deed or thing which may render void or voidable any policy or insurance or any Unit/Flat or any part of the building/s or the premises or may cause any increase in the premium payable in respect thereof.
 - d) Not to decorate the exterior of the Building/s otherwise than in manner agreed by the Owners herein and OWNER Company being represented by its representative Director herein and/or the OWNER Company being represented by its representative Director and/or Owners, whatever the case may be herein in writhing or in the manner as near as may be in which it was previously decorated.
 - e) Not to deposit or throw or permit to be deposited or thrown any rubbish or refuse or waste in or around the staircase, lobby, landings, lift or in any other common areas previously decorated.

- f) Not to store or allow one to store any goods articles or things in or around the staircase, lobby, landing, or other common areas or installation of the Buildings.
 - g) Not to commit or permit to be committed any alteration or charges in pipes, conduits, cables and other fixtures and fittings serving the other Unit/s /Flat/s/Car parking space/s and Space/s in the Building/s.
 - h) Not to claim any right over and/or in respect of the roof (except the right to use and enjoy the portion of the roof which is directly above the said Unit/s /Flat/s/Car parking space/s and Space/s) or any open land at the premises or in any other open or covered areas of the Building/s and the premises reserved or intended to be reserved by the Owners herein and the OWNER Company being represented by its representative Director herein and/or OWNER Company being represented by its representative Director and/or Owners, whatever the case may be herein for their own exclusive use and enjoyment and not meant to be a common area or portion and not obstruct any development or further development or additional construction which may be made by the Owners herein and the OWNER Company being represented by its representative Director herein and/or OWNER Company being represented by its representative Director and/or Owners, whatever the case may be herein thereat or any part thereof (except in that portion of the roof which is directly above the said Unit/s /Flat/s/Car parking space/s and Space/s).
 - i) Not to shift or obstruct any windows or lights in the said Unit/s /Flat/s/Car parking space/s and Space/s or the Building/s.
 - j) Not to permit any new window light opening doorways path passage drain or other encroachment or easement to be made or acquired against out of or upon the said Unit/s /Flat/s/Car parking space/s and Space/s. Without the prior consent in writing of the Owners herein and the OWNER Company being represented by its representative Director herein and/or OWNER Company being represented by its representative Director and/or Owners, whatever the case may be and/or Association.
 - k) Not to park or allow anyone to park any car at any place other than the space earmarked for parking car(s) of the Purchaser/s herein; and
 - l) Not to let out or part with possession of the car parking space/s, if so agreed to be acquired by the Purchaser/s herein hereunder, independent of the said Unit/Flat and/or Space/s to use the same only for the purpose of parking of a medium size motorcar.
3. The Purchaser/s herein agrees, undertake and covenant not to make or cause, any objection, interruptions, interference, hindrance, obstruction or impediment for any reason or in any manner whatsoever relating to the project or the construction and completion of the Building/s by the Owners herein and the OWNER Company being represented by its representative Director herein and/or OWNER Company being represented by its representative Director and/or Owners, whatever the case may be including any further constructions, additions or alteration that may be made from time to time.

THE NINTH SCHEDULE ABOVE REFERRED TO

RIGHT ON PURCHASER'S/S' DEFAULT

- a) In case of default/delay in making payment of any amount payable under this Memorandum (including in particular the FIFTH, SIXTH AND EIGHTH SCHEDULE hereto) or otherwise by the purchaser/s to the OWNER Company being represented by its representative Director, interest shall be payable by the Purchaser/s herein at the agreed rate of 9 % per annum from the due date till the date of payment.
- b) In case of there being a failure, refusal, neglect, breach or default on the part of the Purchaser/s herein to perform or comply with any of the terms, conditions, covenants, undertaking, stipulations, prohibitions and/or obligations, then the OWNER Company being represented by its representative Director and/or Owners, whatever the case may be or any of them shall be entitled to issue a notice to the purchaser/s herein calling upon the Purchaser/s to rectify and/or make good or set right the failure neglect refusal breach or default within one month from the date of issue of the said notice. If the Purchaser/s herein does not comply with the said notice to the satisfaction of the Owners herein and/or the OWNER Company being represented by its representative Director herein, whatever the case may be herein, then the Purchaser/s herein shall be liable to pay to the OWNER Company being represented by its representative Director and/or Owners, whatever the case may be compensation and/or damages that may be quantified by the Owners herein and/or the OWNER Company being represented by its representative Director herein, whatever the case may be herein.
- c) In case of default in payment of any amount payable hereunder or otherwise for more than 3 months after the due date thereof, and/or in case of the purchaser/s herein not rectifying or making good any default breach failure refusal or neglect within 3 months from the date of issue of the notice mentioned above, then in that event the Owners herein and the OWNER Company being represented by its representative Director herein and/or the OWNER Company being represented by its representative Director and/or Owners, whatever the case may be herein or any of them shall be entitled to cancel/terminate the Memorandum/Allotment.
- d) In case of termination of the Memorandum/Allotment, without prejudice to other rights which the OWNER Company being represented by its representative Director and/or Owners, whatever the case may be may have against the Purchaser/s herein, the Owners herein and the OWNER Company being represented by its representative Director herein and/or the OWNER Company being represented by its representative Director and/or Owners, whatever the case may be herein shall be entitled to deduct and retain a sum equivalent to 20% of the agreed consideration as predetermined and agreed liquidated damages for cancellation of the Memorandum/Allotment and the remaining sum received by the Owners herein and the OWNER Company being represented by its representative Director herein and/or the OWNER Company being represented by its representative Director and/or Owners, whatever the case may be from the Purchaser/s herein shall be refunded to the purchaser/s herein;

- e) Upon the cancellation/termination of the Memorandum/Allotment being made by the Owners herein and the OWNER Company being represented by its representative Director herein and/or the OWNER Company being represented by its representative Director and/or Owners, whatever the case may be all rights and/or claims of the Purchaser/s herein, if any, against the Owners herein and the OWNER Company being represented by its representative Director herein and/or the OWNER Company being represented by its representative Director and/or Owners, whatever the case may be, the right and/or claims of the Purchaser/s herein, if any, against the Owners herein and the OWNER Company being represented by its representative Director herein and/or the OWNER Company being represented by its representative Director and/or Owners, whatever the case may be the said Unit/s/Flat/s/Car parking space/s and Space/s, the building and/or the premises shall stated extinguished and the Owners herein and/or the OWNER Company being represented by its representative Director herein , whatever the case may be herein shall be entitled to transfer deal with and dispose or in any be deemed fit and proper by the Owners herein and/or the OWNER Company being represented by its representative Director herein, whatever the case may be herein and the Purchaser/s herein shall not be entitled to make or raise any objection, hindrance or claims regarding the same.
- f) If any act or omission of the Purchaser/s herein results in any interruption interference hindrance obstruction impediment or delay in the project or the construction of the buildings or any portions thereof including further constructions additions and/or alterations from time to time and/or in the transfer sale or disposal of any Unit/Flat/Car parking space/Servant quarter and Space to pay to the buildings then in that event the Purchaser/s herein shall also be liable to pay to the Owners herein and/or the OWNER Company being represented by its representative Director herein, whatever the case may be herein compensation and/or damages that may be quantified by the Owners herein and/or the OWNER Company being represented by its representative Director herein, whatever the case may be herein.
- g) Besides the aforesaid rights the OWNER Company being represented by its representative Director and/or Owners, whatever the case may be shall also be entitled to any other right to which the Owners herein and/or the OWNER Company being represented by its representative Director herein, whatever the case may be entitled to in law by reason of any default or breach in the part of the Purchaser/s herein.

IN WITNESSES WHEREOF, the **PARTIES** being the **OWNER COMPANY BEING REPRESENTED BY ITS REPRESENTATIVE DIRECTOR** and the **PURCHASERS** and the **WITNESSES** after knowing the purpose and meaning of this deed, made over and read over to them by the witnesses in their another tongue and after satisfaction put their signatures in good health and open mind onth, **2019**.

WITNESSES:-

SEAL & SIGNATURE OF THE OWNER cum SELLER

SIGNATURE OF THE PURCHASER

Drafted by me & typed in my Office

Rajdeep Goswami
Advocate
Burdwan Dist. Judges Court