

भारतीय गैर न्यायिक

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TEN
RUPEES

Rs.10

INDIA NON JUDICIAL

पश्चिम बंगाल WEST BENGAL

30AB 343930

Agreement for Sale

1. **Date:** October , 2019
2. **Nature of document:** Sale Agreement
3. **Parties:** Collectively the following, which will include their respective heirs, heiresses, executors, legal representatives, administrators, successors-in-office, successors-in-interest:
 - 3.1 **Vendor/Developer:** M/S. DIPSON MULTI PRODUCTS PRIVATE LIMITED (PAN# AABCD1990N), a Private Limited Company incorporated under the provisions of the Companies Act, 1956 having its Registered Office at 22, Prafulla Sarkar Street, Post Office Princep Street, Police Station Hare Street, Kolkata 700 072, **represented** by its authorized Director, **SRI SANJAY KUMAR KOTHARI** (PAN# AFOPK9131P, MOBILE#9830281422), son of Late Jagdish Prasad Kothari, by faith Hindu, by Nationality Indian, by Occupation Business of 1/1A, Biplabi Anukul Chandra Street, Post Office Princep Street, Police Station Hare Street, Kolkata 700 072, by virtue of the Board Resolution dated 25/10/2019, of the **ONE PART.**

Dipson Multiproducts Pvt. Ltd.

S. K. Kothari

Director.

Pratibha Jain

09 APR 2019

3636

Sl. No. Dt. Rupees - 10/-

Address

P.O. P.S.

Vendor: *Jey*

Su. Cima Das (Advocate)
High Court, Calcutta-700001

Jayanta Dey
ALIPORE POLICE COURT
Kolkata-27

09 APR 2019

Purchaser: **MRS. PRATIBHA JAIN** (PAN# ACSPJ9903F, AADHAAR# 9447 5984 7965),
housewife, residing at Flat No.101, 1st Floor, Plot No.CE1/C/139, Action Area 1C,
Post Office and Police Station New Town, Kolkata 700 156, District North 24-
Parganas, West Bengal of the **OTHER PART**.

Subject Matter: The "Unit/Flat" described in **Third Schedule** hereunder written.

5. Background:

- 5.1 Irrespective of the gender and numbers of the Purchaser, he/she/it/they, all have been referred herein as 'singular' and in 'neuter' gender.
- 5.2 The Vendor/Developer is the absolute and lawful owner of the plot of bastu land measuring about **7 (Seven) Cottah** be the same a little more or less described in **Second Schedule** (hereinafter referred to as the "Said land").
- 5.3 The Vendor/Developer has undertaken development of the said land in the following manner:
 - 5.3.1 Several residential self-contained Flats and car parking spaces shall be constructed on the said land.
 - 5.3.2 If at any time after sanctioning of the plan for the said building, permission for constructing any additional Blocks or raising further floors can be availed (hereinafter referred to as the "Further Constructions"), the Vendor/Developer will make such construction.
- 5.4 The Vendor/Developer got the plan approved from the North 24-Parganas Zilla Parishad under Approval No. 30/NZP dated 12.05.2015 and duly sanctioned by the Rajarhat Panchayat Samity, Rajarhat, North 24-Parganas on 10.06.2015 for construction of a G+IV storied residential building on the said land.
- 5.5 Having come to know about the construction of the said multi-storied building and upon being fully satisfied about it after making necessary investigations about the rights, title and interests of the Vendor/Developer in the said land, the Vendor/Developer to purchase the said flat described in **Third Schedule** hereunder written and the Vendor/Developer has agreed to sell the same to the Purchaser on the terms and conditions hereafter mentioned, all of which have also been duly accepted by the Purchaser.

6. Now it is agreed:

- 6.1 **Agreement:** Upon the Purchaser paying the "Price" mentioned in **Part-I of Eighth Schedule** and the "Extras & Deposits" mentioned in **Part-IV of Eighth Schedule**, as also performing and complying with all its obligations hereafter mentioned, the Vendor/Transferor shall sell to the Purchaser and the Purchaser shall buy from it the said flat described in **Third Schedule** being the following:
 - 6.1.1 The "Unit" being the Flat described in **Part-I of Third Schedule**.
 - 6.1.2 The "Parking Space" being the right to park such number of mid-sized four wheelers and/or two-wheelers in the covered/open space(s) as described in **Part-II of Third Schedule**, the exact space(s) whereof will be allocated after completion of the said multi-storied building.
 - 6.1.3 The "Land Share" being the proportionate, variable, undivided, indivisible and singly non-transferable share in the said land.
 - 6.1.4 The "Common Portions Share" being the proportionate, variable, undivided, indivisible and singly non-transferable share in the Common Portions mentioned in **Part-I & Part-II of Forth Schedule**.
 - 6.1.5 Where the term 'proportionate' with all its cognate variations of any Unit/Flat shall mean the proportion its super built up area will bear to the super built up areas of all the Units/Flats in the said multi-storied building.
- 6.2 **Payments:** For purchasing the Composite Unit/Flat, the Purchaser shall pay the Price and the Extras & Deposits (hereafter collectively the "Total Payable Amount"), which are:

Dipson Multiproducs Pvt. Ltd.
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Director.

Pratibha Jain
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- 6.2.1 Price:** The Price of the Unit/Flat is the amount mentioned in **Part-I of Eighth Schedule** out of which the amount mentioned in **Part-II of Eighth Schedule** (hereafter the "**Advance**"), and the amount mentioned in **Part-III of Eighth Schedule** (hereafter the "**Installments**") and applicable GST has been paid by the Purchaser at or before execution hereof, the receipt whereof the Vendor/Developer hereby and by the Memo of Consideration below confirms, admits and acknowledges. The Purchaser shall pay the balance of the Price together with Extras and Deposits and applicable GST in the phased manner (hereafter the "**Installments**") as mentioned in **Part-III of Eighth Schedule**. The Vendor/Developer will notify when the Installments become due and within 15 (fifteen) days of receiving the Notice, the Purchaser will pay the same.
- 6.2.2 Extras & Deposits:** Unless otherwise specified, such amounts as will be determined by the Vendor/Developer for the purposes mentioned in **Part-IV of Eighth Schedule**, which will be accepted by the Purchaser without any demur.
- 6.3 Default in payment of Installments:** In the event the Purchaser fails, neglects and/or refuses to pay:
- 6.3.1 Installments:** Any of the Installments, save the 1st Instalment, within the stipulated time therefor, the Vendor/Transferor will become entitled to interest at the rate of **15% (Fifteen per cent) per annum** from its due dates of payment till full and final payment of the amounts of the defaulted Installments and the interests thereon.
- 6.3.2 Three Installments:** More than three Installments, or commits breach of any of the other terms or conditions hereof, the Vendor/Transferor shall terminate this Agreement whereupon 10% (ten percent) of the Price together with applicable GST as paid, and interest, if any, on the late payment of any installments, will be forfeited by them and thereafter the Purchaser shall not have any lien, charge and/or claim of whatsoever nature or kind over or in respect of the Unit/Flat and, in the event of such termination, the Vendor/Transferor will pay the refundable amount to the Purchaser without any interest within 60 (sixty) days from the date of termination.
- 6.4 Cancellation by Purchaser:** In the event the Purchaser wants to cancel this Agreement then, if such cancellation is:
- 6.4.1** After payment of any of the Installments, the total amount paid by the Purchaser till the time of cancellation will be refunded without any interest after deducting there from 10% (ten percent) of the Price, together with applicable GST as paid and interest, if any, on the late payment of any installments, after which the Purchaser shall have no lien, charge and/or claim of whatsoever nature or kind over or in respect of the Unit/Flat or any part thereof and, in such an event, the refundable amount will be paid to the Purchaser within 60 (sixty) days from the date of intimation of the cancellation, whichever is earlier.
- 6.5 Rates & Taxes:** The Purchaser shall pay all rates, taxes and fees including without limitation the GST that are now payable or may henceforth become payable under any existing statute or any new statute enacted in future on all or any of the Price, Extras or Deposits.
- 6.6 Mode of Payment:** The Purchaser shall make all payments within the stipulated time as mentioned in **Eighth Schedule** by A/c payee Cheques, Demand Drafts or RTGS in favour of the Vendor/Developer, that is, "**Dipson Multi Products Private Limited**".
- 6.7 Architect:** Architect shall be appointed by the Vendor/Developer during the material time of construction of the building in accordance with sanctioned building plan. The said multi-storied building will be constructed according to the detailed designing of the Architect having the **Specifications** mentioned in **Seventh Schedule**. In all matters regarding the construction of the building and the Specifications, the decision of the Architect shall be final and binding and the Purchaser shall not raise any objection thereto or dispute his/her/it/their decision.
- 6.8 Alteration of Plan:** The Vendor/Developer shall be entitled to alter and/or modify the Present Plan including the structural design of the Block in which the Units/Flats will be situated (hereafter the "**Concerned Block**"), subject to the approval by the appropriate authorities and for which the Purchaser for all purposes will be

deemed to have hereby granted its consent. The Purchaser will also be deemed to have hereby granted the Vendor/Developer the necessary powers for performing all deeds, acts, matters and/or things with all the appropriate authorities relating to any matters including construction of the building and/or the Additional Developments, receiving all notices from all authorities in respect of matters concerning revision and/or modification of the Present Plan and/or sanctioning of plan(s) and/or their alterations and/or in respect to any other matter whatsoever. For this purpose, any notice given to the Vendor/Transferor or any of them shall be deemed to be sufficient notice to the Purchaser.

6.9 The Reserved Rights of the Vendor/Transferor: The Vendor/Transferor shall have the right to:

6.9.1 Rearrangement: Rearrange the Common Portions for better planning of the building including without limitation for installation of equipment like Generators, Transformer(s) or any other essential machinery.

6.9.2 Transferor's Exclusive Portion: Retain such areas of the building for its exclusive use and enjoyment with the exclusive right to transfer or allot any of it and have the exclusive right to install hoardings, signboards, communication towers, VSAT, Dish or other antennas for mobile phones or any other communication or satellite system thereat as also grant or assign such rights to third parties.

6.9.3 Further Constructions: Make such further construction anywhere in the said Land including construct additional floors to the Concerned Block if at any time in future due permission for such construction is granted to which the Purchaser shall not be entitled to raise any objection nor shall be entitled to any compensation or damages on the ground of any temporary inconvenience that may be caused to it and shall be deemed to have hereby granted necessary permission to the Vendor/Transferor, if any be required, provided however that:

6.9.3.1 Shifting: The Vendor/Developer shall, at its own costs and expenses, have the lift rooms, and the overhead water tank(s) of the Concerned Block shifted to its ultimate roof but in such a manner so that minimum interruption is caused to the common services provided to the Concerned Block.

6.9.3.2 Roof: The ultimate roof of the Concerned Block shall be included in the Common Portions.

6.9.4 Additional Constructions: Include constructions of all further development works within the building, in the event any of the Vendor/Transferor buys any land adjacent anywhere to the said land and/or enters into any development arrangement over any land adjacent anywhere to the said Land and in such an event:

6.9.4.1 Constructional Right of Way: The Vendor/Transferor or any of them shall have the right of ingress and egress over such portions of the said Land meant for passage through it for movement of its men, materials, equipment and vehicles for executing the Additional Developments as well as for installing under the ground water pipe line, sewerage and drainage connection, cables and wires and line and connection of other utilities and facilities.

6.9.4.2 Occupiers' Right of Way: The occupiers within the Additional Constructions shall have the right of ingress and egress in perpetuity over the roads, pathways and such other portions of the said land meant for passage and/or movement of men, materials and vehicles.

6.9.4.3 Addition: The Blocks, Units, Parking Spaces within the Additional Developments for all material times shall be deemed to have been added to the said building and be a part and parcel of one single building.

6.9.4.4 Common Portions: The Common Portions will be deemed to be the Common Portions of the said building and those of the Additional Developments will be deemed to be added thereto for the common use and enjoyment of all the occupiers of the said building.

6.9.5 Encumber: Encumber and/or mortgage the said land, the said building, the Further Constructions, if any, and/or any part or portion of any of them for

obtaining finances for the Project but shall remove such encumbrance, so far as the Composite Unit/Flat is concerned, at or before the completion of its sale.

- 6.9.6 Parking Spaces:** Allot Parking Spaces in such areas over any part or Portion of the Common Portions that can be used as such, including without limitation underground water reservoirs and septic tanks, without however affecting the maintenance thereof.
- 6.10 Additional Developments:** In the event such are constructed:
- 6.10.1 Usage of Common Portions:** The Common Portions will also be used and enjoyed by the owners and/or occupiers within the Additional Developments to which also the Purchaser shall be hereby deemed to have given its consent and therefore not raise any objection of any kind in future.
- 6.10.2 Existing Facilities & Amenities:** The Vendor/Transferor shall be entitled to provide and/or extend all facilities and/or utilities existing in the building to the Additional Developments and to the intending purchasers of the Units/Flats thereat by sharing and/or extending the facilities relating to drainage, sewerage, transformer, generator and such other facilities and/or amenities and/or utilities which are to be provided in the said building.
- 6.10.3 Allow:** The Purchaser shall be deemed to have hereby given its consent for the Additional Developments and therefore shall be barred from causing any obstruction or hindrance thereto including without limitation causing any obstruction or hindrance to the movement of the men and materials for the Further Constructions and/or the Additional Constructions.
- 6.11 Built-up Area:** The Built-up Area of any Unit is the inner measurement at its floor level and includes the areas of its balcony, its projections, if any, the areas under its inner and outer walls, but only one half of the areas under its those outer walls, if any, common with another Unit.
- 6.12 Super Built-up Area:** The area of the Unit/Flat mentioned in **Part-I of Third Schedule** is its Super Built-Up Area and will be used for fixing of all charges. The Super Built-up Area of any Unit is its Built-up Area together with proportionate areas occupied by the Common Portions.
- 6.13 Bar to Objection:** The Purchaser shall not raise any objection or make any claim regarding the construction, completion or the quantum of the Super Built-Up Area after the Possession Date in any manner and/or under any grounds whatsoever.
- 6.14 Co-Owners:** The owners of all the Units/Flats are hereafter collectively termed as "Co-Owners" and the Vendor/Transferor shall be deemed to be Co-Owner in respect of all the unsold Units and the un-allotted Parking Spaces.
- 6.15 Completion:** Subject to Force Majeure and timely payment of the instalments and the deposits by the Purchaser, the construction of the Unit will be completed and made tenantable within ___day of ____, 201__ (hereafter the "**Completion Date**"). The decision of the Architect regarding completion, the Specifications, the quality of the materials used and/or the workmanship regarding construction shall be final and binding upon the Parties. The Completion Date may be extended, if so required, **by 6 (six) months** and the Purchaser shall not make any objection thereto.
- 6.16 Possession Notice:** The Vendor/Developer shall in writing call upon the Purchaser to take possession of the Composite Unit within 15 (fifteen) days of the date of dispatch of the Possession Notice.
- 6.17 Possession Date:** Irrespective of whether the Purchaser takes possession of the Composite Unit/Flat within the date stipulated in the Possession Notice or not, the Purchaser shall, for all purposes, be deemed to have taken possession of the Composite Unit on and from the date stipulated in the Possession Notice and be liable and obliged to comply with, perform and discharge all such obligations and pay all rates, taxes and/or outgoings in respect thereof from that date. However, the Vendor/Developer shall deliver physical possession of the Unit to the Purchaser only after receiving all payment as mentioned in the **Eighth Schedule**. In the event the Purchaser fails, neglects and/or refuses to take

possession even after 60 (sixty) days of the Possession Date, then the Purchaser shall have to pay Rs.1,000/- (Rupees one thousand) per day as guarding charges to the Vendor/Developer and additionally the Vendor/Transferor shall be held liable for any damages or breakages in the Unit/Fiat, if any.

- 6.18 Declaration by the Purchaser:** The Purchaser hereby declares that it has independently or has caused to be examined, enquired and/or verified inter alia, the title of the Vendor/Transferor to the said Land, the Present Plan, the Built-up and the Super-Built-up areas of the Unit, the Specifications and all the terms, and conditions herein contained and only after being fully and totally satisfied about these, the Purchaser is entering into this Agreement and the Purchaser further hereby undertakes not to ever raise any objection of whatsoever nature or kind in these regards.
- 6.19 Force Majeure:** Conditions such as fire, earthquake, tempest, tornado, flood or any other act of God including without limitation war, strike, labour unrest, political unrest, local problem and/or local disturbance, delay in grant of electricity, water, sewerage and/or drainage connection, other permissions from Government Authority, Central or State, any prohibitory orders from any Courts, or any other statutory authorities or for reasons beyond the control of the Vendor/Transferor, shall be regarded as Force Majeure conditions.
- 6.20 Effect of Force Majeure:** In case the construction work of the Concerned Block is hampered or suspended in any manner whatsoever totally or partially due to any of the Force Majeure conditions, then the Completion Date shall stand extended by the period for which the Force Majeure conditions will continue without the Vendor/Transferor being required to pay any damages and/or compensation and/or penalty to the Purchaser for such delay.
- 6.21 Maintenance Charges:** The Purchaser, and all Co-Owners, shall pay the proportionate share of all costs, charges and expenses whatsoever to be incurred for working, maintenance, up keeping, repair, replacement and/or renovation of the Common Portions as also proportionate share of all taxes and/or costs relating to the Common Portions and/or levies mentioned in **Part-IV of Fifth Schedule**.
- 6.22 Maintenance & Management:** For the maintenance and management (the "Management") of the said building, as the case may be:
- 6.22.1 Responsibility:** The Vendor/Developer shall take responsibility either directly by it or through a Facility Management Company (hereafter the "FMC") to be incorporated by it.
- 6.22.2 Rules:** The Vendor/Developer/FMC shall frame the rules (hereafter the "Rules") for the Management to be followed by the Purchaser and all the Co-Owners.
- 6.22.3 Services:** The Vendor/Developer/FMC shall, by itself or through other agencies (hereafter the "Outside Agencies") separately engaged by it, inter alia:
- 6.22.3.1 Render:** Control the Common Portions of the said building and render the common services.
- 6.22.3.2 Security:** Provide security to the entire building.
- 6.22.3.3 Collect:** Receive, realise and collect the Maintenance Charges and the taxes thereon.
- 6.22.3.4 Employ:** Employ such number of person (hereafter the "Management Employees") as be required for rendering the services herein contemplated.
- 6.22.3.5 Disburse:** Make such expenditures as be necessary for the Management.
- 6.22.3.6 Payments:** Pay to:
- 6.22.3.6.1 Fees:** The Outside Agencies their fees.

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Director.

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- 6.22.3.6.2 Emoluments:** The Management Employees their salaries and other entitlements.
- 6.22.3.6.3 Rates & Taxes:** The concerned authorities the taxes collected from the Co-Owners and such other to be paid by it.
- 6.22.4 Fixation:** The Vendor/Developer shall fix the quantum of the Maintenance Charge which will be the proportionate cost of all the expenses including without limitation the Fees of the Outside Agencies and the Emoluments of the Management Employees and in addition thereto 10% (ten percent) of the aggregate amount of all the expenses.
- 6.22.5 Unit Owners' Association:** The Vendor/Developer will have a body of persons formed of all the Co-Owners (hereafter the "Association") of the said building, as the case may be, upon its completion. The governing body of the Association may give their suggestions with regard to the Management and the Vendor/Developer or the FMC, as the case may be, will give due regard thereto. If at any point of time the Association intends to take over the Management, it will have to honour all the arrangements that the Vendor/Developer or the FMC will have entered with the Outside Agencies as also take in its fold all the Management Employees.
- 6.22.6 Maintenance by the Vendor/Developer:** Till the FMC is formed and takes over the Maintenance, the Vendor/Developer shall carry out the Maintenance by employing such men, technical experts, advisers, agents and other personnel as may be required therefor and pay their salaries, wages and/or fees.
- 6.22.7 Payment of Maintenance Charges:** On and from the Possession Date, and irrespective of whether the Purchaser has taken actual physical possession of the Unit/Flat or not, upon expiry of 15 (fifteen) days from the date of Possession Notice is served upon the Purchaser irrespective of whether the entire Common Portions have been constructed and/or installed, the Purchaser shall have to pay the Maintenance Charges to the Vendor/Developer.
- 6.22.8 Tax Share:** Till such time the Composite Unit/Flat is separately mutated in the name of the Purchaser with all the concerned authorities, it will pay the proportionate share of the Rates & Taxes mentioned in **Part-V of Fifth Schedule** together with collection/administrative charges. If there be any addition to the Rates & Taxes due to anything done by the Purchaser in respect of the Unit/Flat, for example, any additional fittings, special construction and facilities and/or renting it out, such addition shall be borne and paid exclusively by the Purchaser over and above the Tax Charges.
- 6.22.9 Obligations regarding Charges:** The Purchaser shall abide by all the rules and regulations regarding the usage of the Common Portions and pay the Maintenance Charges and the Tax Charges within the 7th day of the month for which the same be payable or within 7 (seven) days of being called upon to pay the same. In the event of delay in making payment of the Maintenance Charge or the Tax Share, the same shall be paid by the Purchaser along with interest at the rate of 2% (two percent) per month in addition to other statutory liabilities and consequences. The outstanding amounts of the Maintenance Charges and/or the Tax Share shall become a charge on the Unit in favour of the Vendor/Developer and/or the FMC, as the case may be, for the purpose of recovering the outstanding dues.
- 6.22.10 Electrical Connection and Charges:** Till such time electric connection is not provided to the Unit/Flat by the Electricity Authorities but the Purchaser requires electric connection at the Unit, the Vendor/Developer will allow the Purchaser to draw power from the existing common meter of the said building in which case the Purchaser shall bear and pay all charges for the electricity consumed by it according to the reading of the sub-meter to be installed at the cost of

Purchaser for the Unit/Flat at the rate fixed by the Vendor/Developer upon taking into consideration the transmission loss and energy charges which is payable to the electricity authorities together with administrative costs of collection charges from the date of installation of the sub-meter. If the Purchaser defaults in paying the above electrical charges within 15 (fifteen) days of receiving the bills therefor, the Vendor/Developer shall be entitled to disconnect such electric supply without any notice or intimation. Such connection will be restored only upon payment of the dues together with interest thereon at the rate of 2% (two percent) per month on the outstanding amount together with reconnection charges of Rs.1,000/- (Rupees one thousand).

- 6.23 **Default of the Vendor/Transferor:** In case the Purchaser fulfills all his/her/their/its obligations hereunder but the Vendor/Transferor, in absence of Force Majeure or any sufficient reasonable cause, fails to complete and deliver possession of the Composite Unit/Flat to the Purchaser **within 12 (twelve) months of the Completion Date**, then the Purchaser shall become entitled to interest at the then prevailing interest payable by the State Bank of India in saving bank accounts on the amount paid by it till the Composite Unit/Flat is delivered to it. Save as aforesaid the Purchaser shall not make any other claim of whatsoever nature or kind or in any manner obstruct the construction and execution and completion of the said building or any of the other Units/Flats and/or Parking Spaces and/or the sale or registration of the Conveyance of any of them.
- 6.24 **Defective Workmanship:** The Purchaser will have no right or claim against any of the Vendor/Transferor after the Possession Date except for any defect in the workmanship of the Unit/Flat, if proved, to the satisfaction of the Architect and that too for a period of 1 (one) year from the Possession Date. If any defect, as aforesaid, is proved to the satisfaction of the Architect the same will be remedied by and at the cost of the Vendor/Developer, but no compensation will be paid to the Purchaser.
- 6.25 **Outer Elevation:** The Purchaser shall not and the Vendor/Developer shall not allow any of the Co-Owners to do anything whereby the outer appearances of any of the Blocks or enjoyment by any of the Co-Owners of any part or portion of the Common Portions is prejudicially affected.
- 6.26 **Parking Space:** The Vendor/Developer may allot all available open and covered spaces for parking of medium sized four wheelers and two wheelers. The Vendor/Developer may install Mechanical Car Parking Systems in the spaces available for parking and allot these for parking on sharing basis.
- 6.27 **Roof:** The ultimate roof of the Concerned Block will be for the common use of the owners of the Units/Flats of that Block provided that any terraces and/or open areas attached to or reserved for any particular Unit/Flat will be for the exclusive use of the owner of that Unit/Flat and provided further that the Vendor/Transferor will have the right to put up signage, advertisements and/or hoardings including neon signs of its name or in the name of its affiliates thereat and the outer walls of the Concerned Block. Keeping in view the security concern of the Blocks, the Roof shall remain under the control of the Vendor/Developer/the FMC with the right of access to the owners of the Units/Flats of the Concerned Block for necessary purposes.
- 6.28 **Hoarding:** The Hoarding of **Dipson Multi Products Pvt. Ltd.** or Logo of the Vendor/Developer as decided by the Vendor/Developer may be affixed in a suitable portion of the said building.
- 6.29 **Name of building :** The name of the building will be **'DIPSON TOWER'**.
- 6.30 **Sinking Fund:** For major repairs, renovations and/or re-constructions of the Common Portions, a fund (hereafter the **"Sinking Fund"**) shall be maintained

and for which the Purchaser shall initially deposit the amount with the Vendor/Developer as mentioned in **Part-IV of Fifth Schedule**. The Sinking Fund shall be held, invested and applied in securities yielding maximum returns and the interest gains will be re-invested to increase the quantum of the Sinking Fund but otherwise without requiring his express consent or approval in any manner and/or for any investment or expenses. The Purchaser along with the other Co-Owners shall make such further contributions towards the Sinking Fund as the Vendor/Developer/the FMC, as the case may be, may decide from time to time if the quantum of the Sinking Fund is needed to be increased. All expenses from the Sinking Fund shall be reimbursed by the Purchaser in proportionate shares within 30 (thirty) days of being called upon to do so by the Vendor/ Developer/the FMC. In case of delay, the Purchaser will become liable to pay interest at the rate of 15% (fifteen percent) for the period of delay.

- 6.31 Assigning Right of the Vendor/Transferor:** The Vendor/Transferor shall have the right to assign or transfer any or all of its interest and/or responsibilities hereunder provided however that such assignment or transfer is subject to the condition that the assignee or the transferee will be liable for all the obligations of the assigning or transferring Vendor/Transferor to the Purchaser hereunder.
- 6.32 Registration:** After making all payments hereunder and fulfilling all its other obligations, the Purchaser shall have the Conveyance in respect of the Composite Unit/Flat registered within 60 (sixty) days of the Possession Date. In the event the Purchaser fails to do so, the Vendor/Developer shall become entitled to damages @ Rs.500/- (Rupees five hundred) per day for each day of the delay. The Vendor/Developer shall have the Conveyance drafted and its registration shall also be arranged by the Vendor/Developer and the Purchaser shall pay for (a) all statutory fees and charges i.e. stamp duty, registration fee and other charges and (b) Advocate's fee and other expenses for the same.
- 6.33 Transfer:** As soon as the Vendor/Developer hands over possession of the Unit/Flat to the Purchaser, it will be deemed for all purposes whatsoever that the Composite Unit/Flat has been transferred by the Vendor/Transferor to the Purchaser.
- 6.34 Representations of the Purchaser:** The Purchaser hereby represents to the Vendor/Transferor that:
- 6.34.1 Application:** The Purchaser had applied for purchasing the Unit/Flat and for allotment of Parking Space(s) as mentioned in **Third Schedule**.
- 6.34.2 Information:** The Purchaser confirms that the Vendor/Transferor has provided to him/her/them/it all the information and clarifications including the calculation of the Super-Built-up Area and that the Purchaser is fully satisfied with the same.
- 6.34.3 Reliance:** The Purchaser has relied on its own judgment and investigation in deciding to apply for allotment of the Unit/Flat and has not relied upon and/or is not influenced by any advertisements, representations, warranties, statements or estimates of any nature, whatsoever, whether written or oral made by any of the Vendor/Transferor or any selling agents, sales organisations, brokers or otherwise including but not limited to any representations relating to the description or physical condition of the Concerned Block/ Unit/Flat.
- 6.35 Undertakings of the Purchaser:** The Purchaser hereby undertakes with each of the Vendor/Transferor and the Co-Owners through the Vendor/Transferor:
- 6.35.1 Obstruct Construction:** Not to do anything which may delay or hinder the execution and completion of the Project in any manner whatsoever or enter into the Complex or any part or portion of the Concerned Block without first obtaining the written permission from the Vendor/Developer, which permission however shall not be unreasonably refused.

- 6.35.2 **Common Portion:** Not to ever stake any claim, financial or otherwise, against Vendor/Transferor in the event the Vendor/Developer makes any modification and/or changes in the Common Portions.
- 6.35.3 **Partition:** Not to sub-divide or partition the Unit/Flat by brick wall or in any other manner without the written permission from the Vendor/Developer or the FMC, as the case may be, and that too after obtaining necessary permission from the appropriate authorities and in a manner that none of the beams or columns of the Concerned Block is damaged in any manner.
- 6.35.4 **Damage:** Not to do any act, matter or thing which may damage or deteriorate the structural strength of Concerned Block.
- 6.35.5 **Obstruct the Vendor/Transferor's Rights:** Not to obstruct or object to the exercise of any of the rights of the Vendor/Transferor under this Agreement.
- 6.35.6 **Use of the Unit/Flat:** Not to use the Unit/Flat for any purpose other than for residential purpose; or use the same in a manner that may cause nuisance or annoyance to any of the Co-Owners; or for any commercial or illegal or immoral purpose; or do or cause anything to be done in or about the Unit/Flat which may cause inconvenience to the occupiers of any of the other Unit/Flat or in any manner interfere with the use of roads or amenities available for common use and for this purpose, the Purchaser shall indemnify the Vendor/Transferor and other Co-Owners against any action, damages or loss due to misuse for which the Purchaser and/or the occupant of the Unit/Flat shall be solely responsible.
- 6.35.7 **Assignment:** Not to assign, transfer or alienate its rights herein until completion of sale of the Composite Unit/Flat without the prior written consent of the Vendor/Developer, which consent shall not be unreasonably refused provided however inconsideration for granting such permission the Vendor/Developer shall take a nomination fee of 1% [one percent] of the Price.
- 6.35.8 **Payment of Utilities:** Pay for electricity and other utilities consumed in or relating to the Unit/Flat and proportionately for the Common Portions.
- 6.35.9 **Abidance:** Abide by the Purchaser's Covenants mentioned in **Fifth Schedule** and follow the conditions contained in the Easements mentioned in **Sixth Schedule** while using and occupying the Unit/Flat and the Parking Spaces.
- 6.35.10 **Performance and Abidance:** Perform and observe all the obligations of the Purchaser under this Agreement without the Vendor/Developer requiring to send any reminders therefor.
- 6.35.11 **Consent:** Do all acts, deeds, matters and things as the Vendor/Developer may hereinafter deem fit and proper in respect to any matter whatsoever pertaining to the said building.
- 6.35.12 **Right of entry for Repairs:** Allow the Vendor/Developer and/or the FMC after its formation, to enter into the Unit/Flat or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, to set right any defect in any part or portion of the Concerned Block.
- 6.35.13 **Observance:** Observe and comply with such other covenants as be deemed reasonable by the Vendor/Developer and/or the FMC after its formation.
- 6.36 **Loan:** The Purchaser shall be at liberty to obtain loan for purchasing the Composite Unit/Flat and for that purpose mortgage, charge or encumber the Composite Unit/Flat in favour of any Financing Institution provided however that payment of the entirety of the loan amount is made directly to the Vendor/Developer in adjustment of the Total Payable Amount and further that the Vendor/Transferor shall have any liability to such Financing Institution. However, the Purchaser's obligation to make payments pursuant to this Agreement shall not be contingent upon the Purchaser obtaining any Loan and the Purchaser will remain bound under this Agreement whether or not the Purchaser has been able to obtain finance to purchase the Composite Unit/Flat or not.
- 6.37 **Adjustment/Appropriation of Payments:** The Vendor/Developer shall, at its discretion, adjust and/or appropriate all payments made by the Purchaser

hereunder under any head or dues of the Purchaser and the Purchaser shall not have a right to object, demand or direct the Vendor/Developer to adjust any payment in any manner otherwise than as decided by the Vendor/Developer.

- 6.38 **Time is of Essence:** Time is the essence with respect to payment of the Total Payable Amount by the Purchaser as per this Agreement without the Vendor/Developer requiring to send any reminders for the payments to be made by the Purchaser as per the schedule of payments and in respect of the Possession to be given to the Purchaser by the Vendor/Developer as mentioned hereinabove.
- 6.39 **Right to amend terms and conditions:** The Purchaser agrees and understands that terms and conditions of the Agreement may be modified/amended by the Vendor/Developer in accordance with any directions/order of any court of law, Governmental Authority, in compliance with applicable law and such amendment shall be binding on the Purchaser.
- 6.40 **Indemnification:** The Purchaser hereby covenants with each of the Vendor/Transferor to pay from time to time and at all times the amounts which the Purchaser is liable to pay under this Agreement and to observe and perform all the covenants and conditions contained in this Agreement and to keep each of the Vendor/Transferor and its agents and representatives, estates and effects, saved, indemnified and harmless against any losses, liabilities or damages that the Vendor/Transferor may suffer as a result of non-payment, non-observance or non-performance by the Purchaser of any of the covenants and/or conditions stipulated in this Agreement. This will be in addition to any other remedy provided in this Agreement and/or available in law.
- 6.41 **Stamp Duty:** The Purchaser shall pay the entire Stamp Duty, Registration Fee and all other taxes, fees, duties, levies or penalties, if any, payable for this Agreement. If the Purchaser wants to have this Agreement registered, the Vendor/Developer shall make itself available for admitting execution of this Agreement before the concerned Registrar.
- 6.42 **Joint Purchasers:** In case the number of the Purchaser is two or more, all communications shall be sent by the Vendor/Developer to the person amongst them whose name appears first herein and at the address mentioned herein to be its address which shall, for all intents and purposes, be considered as properly served on all the Purchasers.
- 6.43 **Severability:** If any provision of this Agreement is determined to be void or unenforceable under any applicable law, such provisions shall be deemed amended or deleted in so far it is inconsistent with the purpose of this Agreement and to the extent necessary to conform to such applicable law but the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.
- 6.44 **Headings & Brackets:** The words in the headings and in brackets shall have the meaning attributed to them therein.
- 6.45 **Supersession:** This Agreement supersedes all earlier agreement(s), memorandum, brochures and/or arrangements between the Parties, written or oral, and the Parties shall be bound by the terms and conditions herein contained.
- 6.46 **Notices:** All notices to be served on any of the Parties shall be served at its address herein mentioned or to such other address that has been duly notified and the same shall be deemed to have been duly served on the fourth day from the date of sending if sent by registered post or speed post.
- 6.47 **Arbitration:** All disputes between the Parties relating to this Agreement shall be referred to arbitration before a tribunal consisting of one person (hereafter the "Tribunal") to be appointed by **Mr. Sukumar Das, Advocate, High Court, Calcutta, 1, Nelaji Subhas Road, Kolkata 700 001**. None of the Parties shall raise any objection of bias against the appointee even if the person is a Partner, Consultant or Associate of M/s, Sukumar Das & Associates. The Tribunal shall be at liberty to proceed summarily, not give any reason for its award and avoid all

rules, procedures and/or evidences that can be lawfully avoided by the mutual consent and/or directions by the Parties, which consent and/or direction shall be deemed to be hereby given by all the Parties. The Tribunal may even award damages along with the final award against the Party not complying with any interim award or order passed by the Tribunal. The Tribunal shall endeavor to make the award within four months from the date of appointment and conduct the proceedings from day-to-day and for about 5 hours per day save for initial sittings. The award of the Tribunal shall be final and binding on the Parties. The cost of arbitration proceeding shall be borne by the Party initiating the Arbitration Proceedings.

FIRST SCHEDULE
[Devolution of Title]

- A. One Chintamani Karal was the recorded owner of **ALL THAT** Rayata Mokrari Dakhal Swatiya "Shali" land measuring **23 Decimals** comprising in C.S. Khatian no. 553, C. S. Dag No. 278 appertaining to Mouza Thakdari, J. L. No. 19, R.S. No. 216, Touzi No. 172 within Rajarhat Police Station in the District of North 24-Parganas, free from all encumbrances [hereinafter referred to as the "**SAID 23 DECIMALS OF LAND**"].
- B. While in absolute possession of the said 23 Decimals of Land, the said Chintamani Karal being governed by Dayabhaga School of Hindu Law died intestate leaving behind herself surviving her two sons namely Sudhanya Karal and Subal Chandra Karal as her legal heirs and successors by operation of Hindu Succession Act, 1956.
- C. By virtue of the aforesaid law of inheritance and devolution of property, the said Sudhanya Karal and Subal Chandra Karal jointly inherited the said 23 Decimals of Land in equal share and enjoyed the same by paying requisite taxes and other outgoings to the competent authorities regularly.
- D. While in joint possession of the said 23 Decimals of Land, the said Sudhanya Karal and Subal Chandra Karal for better use and enjoyment mutually partitioned the same into two plots measuring **11.5 decimals** each, and after such partition and/or division, the said Subal Chandra Karal granted, sold, conveyed, transferred, assured and assigned his 50% share i.e. 11.5 Decimals of Shali Land to a prospective buyer against valuable consideration, and another 50% share i.e. **11.5 Decimals of land** (hereinafter referred to as the "**SAID 11.5 DECIMALS OF LAND**") solely enjoyed by the said Sudhanya Karal by paying requisite taxes and other outgoings to the competent authorities regularly.
- E. While in sole possession of the said 11.5 Decimals of land, the said Sudhanya Karal also governed by Dayabhaga School of Hindu Law died intestate leaving behind himself surviving his wife Shibdasi Karal and three sons namely Joydeb Karal, Sahadeb Karal and Mahadeb Karal as his only legal heirs and successors by operation of Hindu Succession Act, 1956.
- F. By virtue of the aforesaid law of inheritance and devolution of property the said Shibdasi Karal, Joydeb Karal, Sahadeb Karal and Mahadeb Karal jointly inherited the said 11.5 Decimals of Land free from all encumbrances in equal share and enjoyed the same by paying requisite taxes and other outgoings to the competent authorities regularly.
- G. While in joint possession of the said 11.5 Decimals of land, the said Shibdasi Karal, Joydeb Karal, Sahadeb Karal and Mahadeb Karal jointly granted, sold, conveyed, transferred, assured and assigned the same by virtue of a Bengali Deed of Kowala (Deed of Sale) dated 17th January, 1971 and registered in the Office of the Sub-Registrar, Cossipore, Dum Dum and recorded in Book No. 1, Volume No. 11, Pages 255 to 260, Being No. 351 for the year 1971 unto and in favour of Sri Balai Chandra Pramanick, son of Late Benod Chandra Pramanick against valuable consideration recorded therein, free from all encumbrances.
- H. By virtue of the aforesaid outright purchase, the said Sri Balai Chandra Pramanick became the sole owner of the said 11.5 Decimals of land and while in absolute possession of the same, he granted, sold, conveyed, transferred, assured and assigned the said 11.5 Decimals of land unto and in favour of the said Sri Baidya

Nath Karal, by virtue of a Bengali Deed of Kowala (Deed of Sale) dated 14th August, 1996, and registered in the Office of the Additional District Sub-Registrar, Bidhannagar (Salt Lake City) and recorded in Book No. 1, Volume No. 66, Pages 13 to 20, Being No. 2609 for the year 2000, free from all encumbrances.

- I. While in possession of the said 11.5 Decimals of land, the said Sri Baidya Nath Karal got his name mutated in the records of the B.L. & L.R.O., Rajarhat under Khatian No. 1490 in respect of the said 11.5 Decimals of land.
- J. By virtue of the aforesaid outright purchase, the said Sri Baidya Nath Karal became the sole owner of the said 11.5 Decimals of land and while in absolute possession of the same, he granted, sold, conveyed, transferred, assured and assigned the said 11.5 Decimals of land i.e. **ALL THAT** Rayata Mokrari Dakhal Swatiya Shali land measuring an area of 7(Seven) Cottahs a little more or less, appertaining to Mouza Thakdari, J. L.No. 19, R.S. No. 216, Touzi No. 172 under C. S. Khatian No. 553 corresponding to R.S. Khatian No. 1490, C.S. Dag No. 278 corresponding to R.S. Dag No. 294, **TOGETHER WITH** all easementary right over the land, along with the sanctioned plan S. L. No. 33 dated 15.05.2013, free from all encumbrances, falling within Mahisbathan No. 2 Gram Panchayat within Rajarhat Police Station in the District of North 24-Parganas, morefully described in the **SCHEDULE** thereunder written and also delineated in the map or plan annexed thereto and bordered **'RED'** (hereinafter referred to as the **"SAID LAND"**), unto and in favour of Dipson Multi Products (P) Ltd., the Purchaser therein Vendor herein, by virtue of a Deed of Sale dated 21st day of May, 2013, and registered in the Office of the Additional District Sub-Registrar, Rajarhat, New Town, North 24-Parganas, and recorded in Book No. 1, CD Volume No. 9, Pages 564 to 579, Being No. 06003 for the year 2013, free from all encumbrances.
- K. By and under Memo No. S-24/11454(1-4)/SDL/BST/13 dated 2nd September, 2013 and Case No. 101/SDL/BST/RAJ/13, the Sub-Divisional Land and Land Reforms Officer, Barasat, North 24-Parganas converted the classification of the said land from 'Sali' to 'Bastu'.
- L. After such purchase by virtue of the aforesaid Deed of Sale dated 21st May, 2013, the said Dipson Multi Products Private Limited got its name mutated in the records of the B.L. & L.R.O., Rajarhat, North 24-Parganas, West Bengal under L.R. Dag No. 294 and L.R. Khatian No. 1936 and paying Annual Rent to the Collector, North 24-Parganas through the B.L. & L.R.O., Rajarhat and also paying taxes to Mahisbathan 2 No. Gram Panchayat.
- M. Thus, the said Dipson Multi Products Private Limited being the Vendor herein is the absolute and lawful owner and seized and possessed of or otherwise well and sufficiently entitled to **ALL THAT** piece or parcel of Bastu land measuring an area of **7 (Seven) Cottahs equivalent to 11.5 Decimals** be the same a little more or less, appertaining to Mouza Thakdari, J. L.No. 19, R.S. No. 216, Touzi No. 172 under C. S. Khatian No. 553 corresponding to R.S. Khatian No. 1490 corresponding to L.R. Khatian No. 1936, C.S. Dag No. 278 corresponding to R.S./L.R. Dag No. 294, B.L. & L.R.O., Rajarhat, Police Station Rajarhat within Mahisbathan No. 2 Gram Panchayat in the District of North 24-Parganas **TOGETHER WITH** all easementary right over the land subject to free from all encumbrances, morefully described in the **FIRST SCHEDULE** hereunder written (hereinafter referred to as the **"SAID LAND"**).

SECOND SCHEDULE

[Said Land]

ALL THAT piece or parcel of Bastu land measuring an area of **7 (Seven) Cottahs equivalent to 11.5 Decimals** be the same a little more or less, appertaining to Mouza Thakdari, J. L.No. 19, R.S. No. 216, Touzi No. 172 under C. S. Khatian No. 553 corresponding to R.S. Khatian No. 1490 corresponding to L.R. Khatian No. 1936, C.S. Dag No. 278 corresponding to R.S./L.R. Dag No. 294, B.L. & L.R.O., Rajarhat, Police Station Rajarhat within Mahisbathan No. 2 Gram Panchayat in the District of North 24-Parganas **TOGETHER WITH** all the rights, liberties, easements, privileges, advantages and appurtenances thereto as shown in the Plan annexed hereto and bordered **RED** thereon, and butted and bounded as follows :

On the North : By other land;
On the South : By 10' Feet wide road;
On the East : By other land and
On the West : By 18' Feet wide road.

THIRD SCHEDULE
[Subject matter of Agreement]
[Composite Unit/Flat]

PART-I
[Unit/Flat]

The Flat No.3A on the **Third Floor** at **South-West** side under construction at the Land, described in **Second Schedule**, having a Super Built up area of about **935 Square Feet** as shown in the plan annexed hereto and bordered "RED" thereon.

PART-II
[Parking Spaces]

The right to park One Mid Sized car in covered car park measuring about **135 Square Feet** more or less (1.5 Mtr. By 5 Mtr.) to be allotted by the Vendor/Developer after completion of the project.

TOGETHER WITH

The proportionate undivided, variable, indivisible and singly non-transferable share in the said land

TOGETHER WITH

The proportionate, undivided, variable, indivisible and singly non-transferable share of the Common Portions mentioned in **Fourth Schedule**.

FOURTH SCHEDULE
[Common Portions]

- 1) Stair case on all the floors, Stair case landing on all floors.
- 2) Main gate of the said premises and common passage and lobby on the Ground Floor to Top Floor excepting the other garage spaces on the Ground Floor.
- 3) Water pump, the pump room, water reservoirs, water distribution pipes and other common plumbing installations.
- 4) The Foundation, corridor, lobbies, stairways entrance and exit path ways, footings, columns, girders, beams supports and exterior walls of the compound beyond the said unit/flat side or interior load bearing walls within the building or concrete floor slab except the roof slab and all concrete ceilings and all staircases in the said building.
- 5) Conduits, utility lines, telephone and electrical systems contained within the said building.
- 6) Boundary walls and main gate of the building.
- 7) The equipment in connection with installations of the elevators, including the wells and rooms, Generator for operations of elevators, lighting of the common areas, pumps and common utilities of the building.
- 8) Durwan room/s & common toilet/s, if any.
- 9) Drainage & Sewerage Lines and other installation for the same.
- 10) Ultimate roof of the building.
- 11) Electrical wiring and fittings and fixtures for lighting the staircase lobby, the common areas for operating the lift, the water pump and motor, and from the

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ground floor to all the Units and the main switch, Air Circuit Breaker, Meters, Sub-Meters and other fittings, transformer and the electrical.

FIFTH SCHEDULE
[Purchaser's Covenants]
Part-I
(Specific Covenants)

1. The Purchaser shall not:

- 1.1 Injure, harm or damage the Common Portions or any of the other Units/Flats/Blocks by making any alterations or withdrawing any support or otherwise;
- 1.2 Throw or accumulate or cause to be thrown or accumulated any dust, rubbish or other refuse or place any article or objects in the Common Portions, save at the places earmarked therefor by the Vendor/the FMC;
- 1.3 Do or permit anything to be done which is likely to cause nuisance or annoyance to the Co-Owners and/or owners of any adjoining premises;
- 1.4 Use or allow the Unit/Flat or any part thereof to be used for any club, meeting, conference hall, school, clinic, nursing home, hospital, boarding/lodging house, guest house, hotel, catering place, restaurant or other such purpose or for any chamber for business/professional chamber or office;
- 1.5 Use the Parking Space, for any purpose other than for parking of middle/standard size motor cars and two wheelers or to partition the same in any manner;
- 1.6 Put up or affix any sign board, name plate or other things or other similar articles in the Common Portions or outside walls of the Unit and/or the Concerned Block save at the places provided therefor and provided that the Purchaser may display a small and decent name-plate outside the main door of the Unit/Flat;
- 1.7 Keep or allow to be kept any combustible, obnoxious, hazardous or dangerous articles in the Unit or the Common Portions which may be injurious or obnoxious to the other owners/occupiers of the Unit/Flat/Block or such articles which are so heavy as to affect or endanger the structure of the Unit/Flat/Block or any of its portion or of any fittings or fixtures thereof, including but not restricted to, windows, doors, floors, beams, pillars, lift or the staircase;
- 1.8 Hang from or attach to the beams or the rafters of any part of the Unit or the Unit/Flat/Block any articles or machinery the weight whereof may or likely to affect, damage or endanger the construction of the Unit/Flat/Block or any part thereof;
- 1.9 Do or cause to be done anything which may cause any damage to or affect the Unit/Flat/Block, or any portion thereof in any manner whatsoever, including but not restricted to, the flooring, ceiling, walls, pillars or beams, or the use or enjoyment of any of the other Co-Owners;
- 1.10 Affix, tamper or draw any wire, cable, pipe from, to or through any Common Portions or outside walls of the Concerned Unit/Flat/Block or other parts of the Complex, without approval of the Vendor/the FMC and in the event any wires are drawn directly to the Unit from the road or anywhere else, all responsibilities for any consequences for that will solely be that of the Purchaser;
- 1.11 Affix any or install any antenna on the ultimate roof of the Unit/Flat/Block or any open terrace that may be part of any Unit/Flat/Block or in its windows;
- 1.12 Hang or put any clothes in or upon the windows, balconies or any other portion of the Unit which is visible from the outside or to outsiders;
- 1.13 Do or permit to be done any act, deed or thing which may hurt, injure or cause provocation of the religious sentiments and/or feelings of any of any other occupants of the Complex or cause disharmony amongst them;
- 1.14 Install any air-conditioner, except in the approved places;

- 1.15 Affix or change the design or the place of the grills, the windows or the main door of the Unit without having obtained the written approval of the Vendor/ the FMC, as the case may be;
- 1.16 Make any internal addition, alteration and/or modification in or about the Unit save in accordance with the then existing Building Regulations and prior permission therefore having been taken from the appropriate authorities as also from the Vendor/ the FMC;
- 1.17 Carry on any work of fittings, fixtures or connected in manner whatsoever in connection with construction of any nature or completion thereof inside the Unit, excepting between 10:00 a.m to 6:00 p.m and while carrying on such work to ensure that no annoyance or disturbance is caused to the resident of the Block in which the Unit is situated;
- 1.18 Alter the outer elevation or colour scheme of the Blocks or the Unit, or any part thereof, nor decorate the exteriors thereof in any manner whatsoever or any of the Common Portions;
- 1.19 Commit or permit to be committed any alteration or changes in the pipes, conduits, cables and/or any other fixtures or fittings serving any of the Units or the Blocks;
- 1.20 Claim any right of pre-emption or otherwise regarding any of the other Units or any portion of the Block and/or the Complex;
- 1.21 Restrict the full and unrestricted enjoyment of the **Easements** described in **Sixth Schedule** to any other owner/occupier of the Block;
- 1.22 Do or permit any act, deed, matter or thing to be done which may render void or make voidable any insurance in respect of the Unit or the Block or cause the premium for the insurance to be increased;
- 1.23 Question the quantum of any amount levied upon the Purchaser by the Developer on any account whatsoever;
- 1.24 Sell the Parking Space singly but along with the Unit or to a Co-Owner;
- 1.25 Claim partition of its undivided share in the land comprised in the Total Land attributable to the Unit;
- 1.26 Allow any of its invitees or visitors to park their cars or two wheelers in any part of the open space unless otherwise expressly permitted by the Developer/ the FMC, as the case may be.

2. The Purchaser shall:

- 2.1 Maintain the building/block for the purposes, with the intent and object for which the same is constructed;
- 2.2 Assist the Vendor/Developer to form the Association of Co- Owners and strictly abide by all the Rules and Regulations of the Association so formed;
- 2.3 Co-operate and assist in all manner with the Vendor/Developer or the FMC as the case may be, in carrying out its day to day activities and obligations and, in particular, abide by, observe and/or perform all the relevant laws, terms, conditions, rules and regulations regarding usage and/or operation of water, electricity, drainage, sewerage, lifts, generator and/or other installations and/or amenities in the building/block including, but not restricted to, those under the West Bengal Fire Service Act, 1974 and/or the rules made there under and shall indemnify and keep the Vendor/Developer/Transferor and the FMC saved, harmless and indemnified from and against all losses, damages, costs, claims, demands, actions and/or proceedings that any of the Transferor or the FMC may suffer or incur due to any non-abidance, non-observance, non-performance, default or negligence on the part of the Purchaser;
- 2.4 Maintain, at its own costs, the Unit/Flat and the Car Parking Space, if any, in the same good, condition, state and order in which the same will be delivered to it, normal wear and tear accepted;

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- 2.5 Abide by and/or comply with all statutory laws, bye-laws, rules, regulations and/or restrictions that are to be abided by or complied with by the unit/flat owners or occupiers of multi storied buildings in the state of West Bengal;
- 2.6 Pay the charges for electricity only relating to the Unit and proportionately relating to the Common Portions, Facilities and Utilities;
- 2.7 Pay proportionate charges for electricity, including those for loss of transmission, till such time a separate meter is not installed for the Unit/Flat and after installation by WBSDCL, timely pay all charges and/or deposits to ensure that none of the other Co-Owners or the FMC is hindered in any manner for any none or untimely payment;
- 2.8 Pay the proportionate rates, charges and fees of the municipal authority or the panchayat till such time the Unit/Flat is not mutated and separately assessed by these authorities and thereafter timely pay all rates and taxes to ensure that none of the other Co-Owners or the FMC is hindered in any manner for any none or untimely payment;
- 2.9 Pay such further Deposits as be required by the Vendor/Developer from time to time;
- 2.10 Pay, within 7 (seven) days of being called upon to do so, the proportionate Maintenance Charges mentioned in Part-IV of this Schedule as also all other outgoings related to the Unit, the Block and the said building including proportionate expenses relating to the replacement of any equipment;
- 2.11 Keep the Unit/Flat and every part thereof, including all fixtures and fittings therein or exclusive thereto properly painted, in good repairs in a neat and clean condition and in a decent and respectable manner;
- 2.12 Maintain and be responsible for the structural stability of the Unit/Flat and not to do any act, matter or thing which may affect the structural stability of the Block;
- 2.13 Use the Unit/Flat, the Car Parking Space and the Common Portions carefully, peacefully and quietly and only for the purpose for which it is meant unless otherwise approved;
- 2.14 Sign such forms, give such authorities and render such co-operation as may be required by the Vendor/Developer or the FMC for common purposes and/or in the common interest and/or in way in pursuance thereof;
- 2.15 Pay, wholly in respect of the Unit/Flat and proportionately in respect of the said building, all costs, charges and expenses as may arise due to any reason whatever provided that the Purchaser shall have the right to claim reimbursement if the same be occasioned due to default by any other person;
- 2.16 Allow the Vendor/Developer and/or the FMC and/or their men and agents, with or without workmen, upon prior reasonable notice to enter into the Unit/Flat for repairing purposes;
- 2.17 Ensure that the entirety of the building is maintained in a decent manner;
- 2.18 Pay, and hereby undertakes to pay such damages on demand as ascertained by the Vendor/Developer and/or the FMC for the breach of any of the covenants herein contained within the due date therefore as mentioned in the demand;
- 2.19 Observe, perform and comply with the conditions mentioned in other parts of this SCHEDULE.

Part-II

[Association]

1. All the Co-Purchaser(s), including the Purchaser shall compulsorily become members of the Association.
2. The Purchaser shall render all necessary assistance to the Vendor/Developer and the other Co-Purchaser(s) in all respects for formation of the Association.

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3. The Purchaser shall bear and pay proportionate costs, charges and expenses for formation and registration including professional charges, of the Association, as determined by the Developer without any demur or delay.
4. The Purchaser shall co-operate with the Association and its other members in all its activities and shall pay for and acquire the shares, if issued, of the Association.

Part-III

[Management & Maintenance]

1. Initially the Vendor/Developer shall manage and maintain the said building, the Block and the Common Portions. Once the Association/FMC is formed, the Vendor/Developer will hand over the charge of maintenance to the Association/FMC.
2. All deposits, payments for common purposes, taxes, mutation fees and all other outgoings shall be made to the Vendor/Developer/FMC, which shall be held by the Vendor/Developer/FMC in trust for the Co-owners.
3. The Vendor/Developer/FMC shall function at the cost of the Co-owners and will work on the basis of advance payments and/or reimbursements of all costs including establishment costs and costs of its formation and/or operations and requirements for doing and/or making provisions for repairs, painting, replacements and renovation of first class standard and for unforeseen eventualities.
4. The Association/FMC shall, upon its formation, be entitled to all the rights with regard to the Common Portions or for the common interests of the Co-owners (hereafter the "COMMON PURPOSES").
5. The Deposits with the Vendor/Developer shall be made over to the Association/FMC by the Vendor/Developer upon its formation, which shall be utilized by the Association/FMC only for the purpose for which the same have been made and the costs, charges and expenses to fulfill such purpose.
6. The Vendor/Developer/FMC shall pay all rates, taxes and outgoings, including those for insurance, (hereafter the "OUTGOINGS") for the concerned Block and the said building, which are not separately charged or assessed or levied on the Co-owners.
7. If the Vendor/Developer/FMC has to make any payments, including the Outgoings, out of the deposits kept with it due to any default of the Purchaser(s), then the Purchaser(s) shall pay such amount within 7 (seven) days of payment by the Vendor/Developer/FMC.
8. The Purchaser(s) shall make all deposits or payments, called upon to do so by the Vendor/Developer/FMC within 7 (seven) days of the due date or of receiving demand in writing for the same.
9. In case of default by the Purchaser in making Payments as aforesaid he shall be liable to make payments together with Penalty and Interest as fixed by the Vendor/Developer/FMC, as the case may be.

Part-IV

(Maintenance Charges)

The expenses of the Common Portions will be proportionately shared by the Co-Owners of such Parts. They will be as follows:

1. The costs and expenses relating to the said building shall be borne by all the Co-owners in such shares as the Vendor/Developer/ FMC may decide;
2. The expenses for maintenance, operation, renovation etc. shall be borne and paid by the Co-owners to the extent and in the manner the Vendor/Developer/FMC may decide;
3. The expenses shall inter-alia include the following:

3.1 Maintenance: All expenses for maintaining, operating, repairing, renovating, painting, rebuilding, reconstructing, decorating, replacing, amending, renewing and where appropriate cleansing:

- (a) The lawns, the passage-ways, drive-ways and the other open areas in the said building meant for common user of all the Co-owners;
- (b) The lifts and lighting of the Common Areas of the said building;
- (c) All the equipments in the Service Zone;
- (d) The structure of the Blocks and their roofs, foundations and walls, the plumbing in the Blocks and those connected to the Blocks, the pathways, approach roads and the Parking Spaces within the Blocks;
- (e) Plantation of trees and maintaining the garden, supplying of round the clock water;
- (f) Generator and pumps;

3.2 Staff: The salaries, emoluments and all other financial benefits of the persons to be employed by the Vendor/Developer/FMC for managing and maintaining the Common Areas and Facilities and Utilities of the said building.

3.3 Operational: All expenses for running and operating, including electricity charges of the utilities and facilities, which shall include cost of repairing, upgrading, renovating or replacing any of them and include electricity charges.

3.4 Insurance: Costs towards payment of premium for insuring the Blocks in the said building and the facilities and the utilities in the Service Zone.

3.5 Fire Fighting: Cost of operating the fire fighting equipments and personnel including costs of renewal of N.O.C. from the West Bengal Fire Service as and when necessary.

3.6 Rates, taxes and other outgoings: All rates, taxes, fees, levies and other outgoings payable to all statutory authorities or otherwise relating to the said land as cannot be allocated to any particular Co-Owner of any of the Units/Flats.

3.7 Reserves: Creation of a contingency fund for replacement, renovation and other periodical expenses and generally for all the Maintenance Charges.

3.8 Lift: Cost of operating the lifts, their annual maintenance cost including the cost of renewal of the lift licenses.

3.9 Others:

- a) Litigation expenses that may have to be incurred for the Common Purposes.
- b) Expenses incurred to maintaining all the Parking Areas and terraces in the said building.
- c) All other expenses and/or outgoings for or relating to the Common Portions as are incurred by the Association.

3.10 Default: In case the Purchaser defaults in making any payment or deposit to the Vendor/Developer/FMC within the time stipulated therefore (hereafter the "DEFAULT AMOUNT"), the Vendor/Developer/FMC shall be entitled to withhold all or any of the utilities, facilities and/or services to the Purchaser till the Amount is in arrears and the Vendor/Developer/FMC shall further be entitled to charge interest thereon @ 2% (Two per cent) per month or part, compoundable monthly, till the Default Amount including damages suffered or costs incurred due to delay in making payment of the Default Amount or for realization of the Default Amount is fully paid.

3.11 Charge: The liability for any amount becoming due and payable however shall be a charge on the Unit/Flat and shall remain so until remittance in full thereof is made.

- 3.12 Applicable service tax on the maintenance services and/or otherwise shall have to be borne and paid by the Co-owners proportionately for their respective Units/Flats.

Part-V

[Mutation, taxes and impositions]

1. Within 30 days from the date of completion of the registration of the Unit/Flat, the Purchaser(s) shall apply for and obtain mutation, separation and/or apportionment of the Unit/Flat in his/her/their/ its own name(s) within 3 (three) months thereafter without in any way making the Vendor/Developer/FMC liable and/or responsible for the same.
2. In case of default, the Vendor/Developer/FMC, as the case may be, will be entitled to get the Unit/Flat mutated and apportioned in the name of the Purchaser and in such a case be further entitled to recover all costs, charges and expenses, including professional fees, therefor from the Purchaser. The Purchaser will be additionally liable to pay at actuals as overhead expenses on this account to the Vendor/Developer/FMC, as the case may be. All such amounts shall be paid and/or be payable by the Purchaser within 7 days of being called upon to do so. In the event of failure to do so, the Purchaser shall be liable to pay interest on the unpaid amount @ 24% (twenty-four per cent) per annum with quarterly rest.
3. Until such time as the said Unit/Flat be separately assessed and/or mutated, all rates, taxes, outgoings and/or impositions levied on the said building and/or the Blocks (hereafter the "IMPOSITIONS") shall be proportionately borne by the Purchaser(s).
4. Besides the amount of the Impositions, the Purchaser(s) shall also be liable to pay the penalty interest, costs, charges and expenses for and in respect of all or any of such taxes or Impositions (hereafter the "PENALTIES"), proportionately or wholly, as the case may be.
5. The liability of payment by the Purchaser(s) of Impositions and Penalties in respect of the said Unit/Flat would accrue with effect from the Possession Date irrespective of whether all Facilities have been completed.
6. The Vendor/Developer/FMC shall be at liberty to pay such sums from time to time as it may deem fit and proper towards the Impositions or Penalties and recover the share of the Purchaser(s) thereof from the Purchaser(s).

SIXTH SCHEDULE

[Mutual Easements]

The Purchaser and all the other Co-Owners shall be bound by the following easements and/or conditions:

1. The right of ingress to and egress from the Unit/Flat over the Common Passages and Lobbies including the right of way over the drive ways and pathways, with or without vehicles.
2. The right of access to wires, cables and other equipments and of utilities including connections for water, electricity, telephone, cable-TV, internet and all other utilities to and through both the Common Portions from ducts and spaces specifically provided therefor.
3. The right of support, shelter and protection of each portion of the Block/Building by the other portions thereof.
4. Such other rights, supports, easements and appurtenances as are usually held occupied or enjoyed as part or parcel of the Unit/Flat or necessary for the exclusive use or enjoyment thereof by the Co-owners in common with each other subject however to the other conditions herein.
5. The right of the Co-Owners, with or without workmen, and necessary materials to enter into all parts of the said building, the concerned Block and all the other Apartments therein for repairs at day time upon giving 48 (forty-eight) hours prior

notice to the persons affected thereby provided however that no prior notice or timing shall be required in emergency circumstances.

SEVENTH SCHEDULE
[Specifications]

Foundation	Earthquake resistant Reinforced Concrete Cement structure
Building & Sections	As per sanctioned building plan by R.C.C. Columns, beams and slabs brick work - Outer Wall 10"/8", Common Walls 5", Inner Partition Walls 3", Ratio R.C.C. 2:4, 10" Brick work 1:5, 5" Brick Work 1:5 and 3" Brick Work 1:5, Inner and Outer Walls 1:5, Underground and Overhead Tank R.C.C finished with water proof compound and Roof 5" thick lime terracing, Septic Tank Slab casting with 10" brick walls Ratio 1:5, Spaces outside the building and the car parking space - Flooring with net cement finish.
Painting	Water proof cement based snow-cem paint will be used on outside wall and inside wall will be finished with plaster of paris.
Flooring	All floors will be fully tiles finished.
Kitchen	Kitchen floor will be marble finished. Cooking platform and sink will be finished with black stone and front of the cooking platform will be finished with glazed tiles upto 3'-0" height. Kitchen will have one C.P. Tap and Sink.
Toilet	Toilet flooring will be marble finished and toilet wall will be finished by white glazed tiles upto 6'-0" height. Each toilet will have white Western commode with low down polygon cistern. Additional fixtures at each toilet : One white wash basin without pedestal with C.P. tap, one C.P. tap, one C.P. Tower rod, one shower, Outside water line pipe from the main water connection will be plastic blue pipe and inside water line will be plastic.
Doors	Main Door frame will be of M. Sal Wood Section (4" x 2.5") size : 3"x3" x7', Bed Room 3' x 7', Door Frame will be of M. Sal Wood Section (4"x 2.5") and Kitchen 2' x7', Door Frame will be (3"x2"), M.Sal Wood. All inside doors of flat will be flush door phenal band 32 mm. Only main door will have outside teak face 38 mm and inside commercial ply. One door shutter outside the main door.
Windows	All windows will be of Aluminium sliding.
Wiring/ Electricals	There will be concealed wiring of PVC copper wire with ISI mark, built in points, one fan point and one 5 Amp. Plug point at switch board, living/dining room shall have 2 light points, 1 fan point, one 5 Amp. and one 15 Amp. Plug points. Bed Rooms will have one night lamp point. Each toilet will be provided with one light point. One light point will be provided in staircase and verandah. Kitchen will have one light point, one exhaust fan point and 15 Amp. One Calling Bell point will be provided only at the main door of each flat, One light point in the back space and one light point in both side space, One light point each at the roof and main entrance of the building gate and also at the landings of the staircase on each floor. All connections to be given from the main room/place.
Lift	Automatic.

Dipson Multiproducts Pvt. Ltd.
S. K. Kishan

Director.

Pratibha Jain
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EIGHTH SCHEDULE**[Payments]****Part-I****[Price]**

Base Price of Flat (2 BHK)	935 Sq.ft. @ Rs.3,500/- = Rs.32,72,500
Basic Price of Covered Car parking Space	Rs. 4,00,000
Total Sale Price with Parking	Rs.36,72,500.00

(Rupees Thirtysix Lacs Seventytwo Thousand Five Hundred Only)

Part-II**[Advance]**

- Rs.5,00,000/- (Rupees Five Lacs Only)

Part-III**[Payment Schedule in Rupees]**

Sale Price	36,72,500.00
On Booking	
20% on allotment (Within 20 days)	
10% on agreement (Within 60 days)	
10% on Completion of 1st Floor	
10% on Completion of 2nd Floor Casting	
10% on Completion of 3rd Floor Casting	
10% on Completion of 4th Floor Casting	
10% on Completion of 5th Floor Casting	
5% on Completion of Brick Work	
10% on Completion of Flooring	
Balance on Possession	36,72,500.00
Total Sale Price	36,72,500.00

Part-IV**[Extras & Deposits]****[Extras]**

- Electricity Charges:** Reimbursement of the actual cost.
- Electric Meter Charges:** Reimbursement of the actual cost to be incurred to bring WBSDCL L.T. connection to the Block where the Unit is situated, to be paid as and when called upon to do so.
- Legal Fees: Rs.15,000/-** for execution and registration of Deed of Sale.

[Deposits]

- Sinking Fund:** Rs.2.50 (Rupees two and paise fifty) per Square Feet of the Super Built-up Area per month for 12 months.
- Maintenance Charges Deposit:** As per the decision of the Association of the Flatowners as and when formed.

Note: Electric Meter Deposit and Municipal/Panchayat rates and taxes will be determined on actual.

EXTRAordinary MUMBAI ACT 1955 - VI. 100
S. K. Kulkarni
Director.

Pratibha Jain
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IN WITNESS WHEREOF the Parties hereto have executed these presents at Kolkata on the day, month and year first above written.

EXECUTED AND DELIVERED by the Vendor
hereto at Kolkata in the presence of :

Dipson Multiproducts Pvt. Ltd.

S. K. Karmali

Director.

1. ^{Asst}
Arindam Banerjee
60 S.M. Road, Kol-61

2. ^{Sw}
Swami Nath Koiri
18, Guri Babo Lane Kol-12

EXECUTED AND DELIVERED by the Purchaser
hereto at Kolkata in the presence of :

Pratibha Jain

1. ^{Shubh}
Shubh Prasad Guha
130/51 Benahee Para Road
Po. Shyamnagar
PIN- 743127

2.

^{Pat}
Palton Mondal

VILLAGE- KUSTIA, PS- SONARPUR

DIST- SOUTH 24 PWS PIN- 743330

Drafted by:

Sukumar Das
Advocate
High Court, Calcutta

Receipt and Memo of Consideration

The Vendor/Developer confirms having received from the Purchaser the following amounts towards Advance/Earnest Money/Part Payment in the manner following:

Mode	No.	Date	Bank	Branch	Amount (Rs.)
Cheque	000013	25/10/2019	Bandhan	New Town	Rs.5,00,000.00
Rupees Five Lacs Only					Rs.5,00,000.00

Oxpeon Multiproducts Pvt. Ltd.

S. K. Khatun

Director.

.....
[Vendor/Developer]

Witnesses:

1.

2.

171019.fndd

