

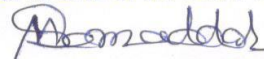
13. The Courts at North 24 Parganas and Kolkata shall have Jurisdiction to entertain and try all action shoots and proceeding arising out of this agreement.

14. If owing to no- default on the part of the DEVELOPER, the Vendors/Developer have the absolute right to terminate or cancel this agreement if the Purchasers fail or neglect to make payments of the amount due and payable in terms of the agreement as per schedule mentioned above Or The Purchasers commit any breach of any terms or conditions herein contains. Upon such termination the vendors/Developer shall deduct 10% of total received money till date as penalty/fine charges and the rest received amount will be refunded in purchasers' Bank account within 30 days from the date of cancellation.

15. If Purchasers fail to pay any 3 installments, then the Developer must send him a notice regarding his/her/their failure of installments within due dates and the Developer has absolute right to cancel/ terminate the agreement if the Purchasers do not pay those due installments within 15 days from the date of serving notice. Upon such termination the vendors/Developer shall deduct 10% of total received money till date as penalty/fine charges and the rest received amount will be refunded in purchasers' Bank account within 30 days from the date of cancellation.

16. If the Purchasers for some reason of their own due to wealth or other, wants or applies to cancel the agreement, then developer may allow the

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Purchasers for the purpose. In such case the Purchasers must submit a cancellation request letter towards in the name of the developer and the developer upon receiving the letter cancels the agreement and refunds 90% of money received till date within a period of 30 days and rest 10% is deducted as penalty/fine charges, work & file carrying cost.

17. Upon completion of construction work of the building and as well the work of purchasers' unit, Developer must acknowledge the Purchasers with a written letter or verbally to arrange for a registration date of the unit. Purchasers must register the unit in the respective Registry office immediately or within 30 days from the date of handing over/receiving the completion letter/registration request letter from the developer.

18. The VENDORS and DEVELOPER deliver to the Purchasers vacant and peaceful possession of the said property on completion of the work as per specifications and possession certificate and Xerox documents of title relating to the said property shall be handed over to the Purchasers as in possession of the vendors.

19. The Stamp duty, registration charges and incidental expenses for and/or in relation to execution and registration of this Agreement or Deed of conveyance in respect of the said Unit for obtaining approval and consents necessary for such transfer and any other assurances deeds required to be made for or in relation there to shall be born and paid by the Purchasers.

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20. The Purchasers have also agreed to pay maximum **1% of total Market Value** assess by the Registration Authority for the purpose of Registration Agreement or Deed of Conveyance in respect of the said Unit in favour of the Advocates of the Developer for legal expenses, Drafting fees and other miscellaneous expenses beside Stamp duty, registration charges and incidental expenses excluding stamp duty, registration charges, other govt fees required in registration process.

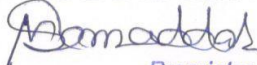
21. The developer allows the Purchasers shall take legal opinion, if necessary and any legal discussion in respect of the proposed transaction of the flat agreed to be purchased with Developer appointed Learned Advocate Mr. Siva Prasad Ghose (9830030278), Chamber located at Madhu Malancha Complex Building, Barrackpore, near 14 no. Rail Gate and registration of the flat through developer appointed Advocate and registration of the deed of conveyance must be through the said advocate Mr. Siva Prasad Ghose or any other appointed advocate of the developer, and the Purchasers cannot have any right to appoint any other advocate except developer's choice for the purpose of registration and it is further recorded that cost of registration to be assessed on the basis of market value to be assessed by the registering authority on the basis of agreement area of the flat to be sold but not in respect of the transaction mentioned in the agreement for sale and entire cost to be borne by the Purchasers to be settled by the developer appointed Advocate according to the market value.

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22. Charges for any extra work which is carried out on request of the purchaser, must be paid off to the developer before getting handover of possession or registration of unit (whichever is earlier).
23. All betterment fees, taxes and other levies charges impose by the government or any other authority relating to the said Premises and/or the said Unit/Apartment shall be paid and borne by the Purchasers proportionate to his/her/their interest there in and those relating only to the said Unit shall be borne solely and conclusively by the Purchasers (s).
24. That the developer shall have every right to construct additional floor/s over the existing (G+4) storied in future after getting sanction for the same from the Barrackpore Municipality and in that case , the Purchasers shall have no right to raise any objection or to interfere into the said further construction of additional floor over the existing structure.
25. That during the agreement period if the buyer intend to change name / or transfer the properties to the third parties then the buyer is liable to pay additional **Rupees 20,000/- only** along with service tax/GST and other legal expenses to the Developer for changing name in favour for his/her/their nominated person.
26. The Purchasers agreed and covenant not to claim any right of possession over and in respect of the said Unit till such time the Purchasers have made and/or deposited the entire amount here in agreed to be paid or deposited by the Purchasers. It is hereby agreed and declare that the

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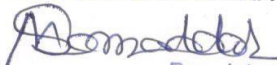
Purchasers have agreed and committed himself/herself/themselves to make payment of the amount payable in terms of the presents and its shall not be obligatory or necessary on the Part of the Vendor to serve any notice or demand on the Purchasers.

27. On a particular date, after completion of construction and registration of all saleable units, the developer will arrange a meeting for the purpose of forming a society, which includes every members of the apartment. All purchasers are bound to be present at the meeting and bound to abide by the terms, rules, conditions which is settled and decided in such meeting.

28. The Purchasers do hereby covenant with the Vendors and Developer that the Purchasers shall and will and all times hereafter allow the developer to erect further floor on the said building if and when the local municipality allow such erection and developer shall have right to dispose of the flats on the further floor if and when erected and that all other Purchasers of the proportionate share in the said land or the flats to be constructed thereon shall be entitled and competent to enjoy and exercise all the rights subject to the obligations as are entitled to be enjoyed by the Purchasers and that this stipulation shall be always constructed as the covenant running with the land in respect of all subsequent transferees.

29. The Purchasers must not in any way or manner use the Residential Unit as commercial or business purposes.

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30. That the Purchasers shall wait for individual electric connection until the W.B.S.E.D.C.L. or any other concerning authority arranges it for the building. The Purchasers will not put any pressure or force the Vendors or Developer related to individual electric meter for their individual unit till W.B.S.E.D.C.L or any other authority provide the said connection.

31. That 2 KV load electric power will be provided to the two bed room flats owner subject to extra payment of Rs 20,000/- only and 3 KV load electric power will be provided to the three bed room flats owner subject to extra payment of Rs 25,000/- only for their electricity. Here it is also mentioned if any unit holder demanding more power for his respective unit then they are liable to pay extra cost as per demand of developer.

32. After taking Possession of the unit and till the date of forming society, the Purchasers must pay @ Rs.1/- per sq.ft. per month for Purchasers unit as maintenance charges to the developer.

33. The purchasers are not allowed to use the Service of lift till developer receives fit certificate from the lift concerning/operating authority.

34. Both the developer/vendor and Purchasers agrees/confirms that they must abide by all the terms, conditions, statements mentioned above.

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THE FIRST SCHEDULE ABOVE REFERRED TO

(Description of the land)

ALL THAT piece and parcel of revenue paying 'Bastu' land measuring about more or less 56 decimal land R.S. Dag no. 6632, 6633, 6634 under R.S. Khatian No. 292, 1369 , Modified Khatian No. 191, 792 , New Khatian No. 6675, 6676, of Mouza Chanak, J.L.No 04, Re. Su No 39, Touzi No 2998, pargana Kalikata, P.S. Titagarh, under jurisdiction of Barrackpore Municipality, ward No 12, holding no. 18 (6) Vivekananda Road, Barrackpore, District North 24 Parganas, P.O - Talpukur, Kolkata 700123, which is butted and bounded as follows :-

ON THE NORTH :- 12 feet wide Municipal Road & R.S Dag No. 6644 & 45
 ON THE SOUTH :- 12 feet wide Municipal Road & R.S Dag No. 6630
 ON THE EAST :- 12 feet wide Municipal Road & R.S. Dag No.6625 & 6673
 ON THE WEST :- Eastern Railway Track.

THE SECOND SCHEDULE ABOVE REFERRED TO

(Details of the unit sold)

ALL THAT the Unit no "....." on Floor (..... Side) measuring about more or less Sqft. Super Built Up Area (i.e. cover area x 30%) consisting of two bedrooms, one drawing cum dining room, one

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kitchen, two toilets and one balcony in the New Proposed Building commonly known as “**CHATERJEE’S**” with **Lift Facility** at the said premises mentioned in **FIRST SCHEDULE** herein above written and shown in the Plan annexed here to duly Bordered in **Red Coloured** there on together with right to park, two wheeler, or by cycles at allocated garage space building of the said Premises to be specifically allotted and demarcated by the Vendor/Developer at the time of hand over possession together with proportionate undivided, un-demarcated, indivisible, impartible in the common area and installation mentioned and described in the **THIRD SCHEDULE** here under written attributable to the said unit and together with proportionate demarcated, in divisible, impartible share in the Land comprised in the said premises attributable to the said Unit.

SPECIFICATION APPROVED BY THE PURCHASER

(Short particulars of the amenities and fixtures and fitting to be installed and/or situated in the said property to be set out here)

a)	Foundation:	RCC Frame structure.
b)	Super structure	RCC + Brick Work.
c)	Elevation	As per engineers opinion/preference.
d)	External Finish	Cement Plaster and Asian paint ACE.
e)	Windows	Aluminium Casement windows with iron grill and

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Proprietor

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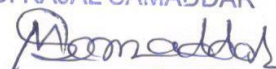
j)	sink	Stainless Steel sink.
k)	Electrical Points	30 nos light point and 2 nos 15 amp point for each unit.
l)	Electric meter	The Purchasers has liable to pay extra cost for electric meter.
m)	Water point	Total 13 water points as 6 (six) water point in master bath room, and 3 (three) water point in small bathroom, and 2(two) water point in kitchen room, one Basin point, and one washing machine point along with Deep tube (submersible pump) and municipal water supply. Internal GI Pipes, and outside with PVC and UPVC pipes.

THE THIRD SCHEDULE ABOVE REFERRED TO

(Description of Common portions)

1. The entirety of the Land described in the First Schedule herein above written.
2. Staircase on all Floors.
3. Common lift for escalation of all floors.

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Proprietor