

THIS AGREEMENT FOR SALE made this the _____ day of _____ 2018
BETWEEN (1) M/S. ALL WELL MARKETING PRIVATE LIMITED (PAN-
AACCA7923M) , a Company incorporated under the Companies Act, 1956,
having its registered office at 2, Rowland Road, P.S-Ballygunge, P.O- Lala
Lajpat Rai Sarani, Kolkata-700020, AND (2) M/S. MONICA MARKETING
PRIVATE LIMITED (PAN-AACCM2076M), a Company incorporated under
the Companies Act, 1956, having its registered office at 2, Rowland Road, P.S-

Ballygunge, P.O- Lala Lajpat Rai Sarani, Kolkata-700020, both represented by its authorized signatory Mr. Mrs. _____ (PAN _____), son/wife _____, by nationality Indian, by occupation Business, residing at 2, Rowland Road, P.S-Ballygunge, Kolkata-700020; hereinafter referred to as the OWNERS (which expression shall mean and include their successors-in-interest and/or assigns) of the FIRST PART; AND M/s ALLMON EMERALD LLP (PAN-ABHFA9580B), a registered Limited Liability Partnership Firm, having its office at 2, Rowland Road, P.S-Ballygunge, P.O- Lala Lajpat Rai Sarani, Kolkata-700020, represented by its authorized signatory Mr./ Mrs. _____ (PAN _____), son/wife of _____, by nationality Indian, by occupation Business, residing at 2, Rowland Road, P.S-Ballygunge, Kolkata-700020 hereinafter referred to as the DEVELOPER (which expression shall mean and include his successors-in-interest and/or assigns) of the SECOND PART; AND Mr. _____, son/ wife of _____, having his PAN NO. _____ residing at _____, P.S- _____, P.O- _____, _____; hereinafter referred to as the PURCHASER (which expression shall mean and include his successors-in-interest and/or assigns) of the THIRD PART.

WHEREAS:

- A. Originally one Snehamoyee Mandal had several rayati land appertaining to C.S. Dag No. 41, covered by (Hal) Khatian No. 549,

within the mouza- Ramchandrapur Gram, J.L No. 31, R.S No. 338, Touzi No. 426 B 1, P.S-Thakurpukur, District 24 Parganas.

- B. The said Snehamayee Mandal by a Bengali Deed of conveyance dated 19.11.1934 sold her entire right, title, to one Sadhan Chandra Naskar and said Sadhan Chandra Naskar filed an ejectment suit and got the same suit in his favour to eject one Chandra Mal appertain an area of land .71 decimals under Khatian No. 251 and Dag No. 41 of Mouza Ram Chandrapore.
- C. In the meantime said Sadhan Chandra Naskar entered into an agreement with one Smt. Suniti Mala Danial on 5.7.1966 appertaining to an area measuring more or less 8 Cottahs of land and the said Sadhan Chandra Naskar refused to sell the said land which was covered by the agreement.
- D. The said Suniti Mala Danial filed a suit for specific performance of contract against the said Sadhan Chandra Naskar before the Ld. 7th Sub Judge at Alipore in the year 1967 vide Case no. 6 of Civil Suit and in the meantime the said Sadhan Chandra Naskar died intestate on 10.7.1970 leaving behind his sons and daughters viz. 1. Arun Kumar Naskar, 2. Sudhanshu Naskar, 3. Bhupal Chandra Naskar, all sons of late Sadhan Chandra Naskar and three daughters 1. Smt. Kalpana Naskar, 2. Smt. Namita Naskar, D/o late Sadhan Chandra Naskar and Smt. Sabita Chandra, wife of sri Suresh Chandra and the said specific performance Contract suit transferred at 9th Sub Judge at Alipore for further judgment as Case No. 49 for 1969 and the said Sunity Mala

Danial obtained the decree against legel heirs of Sadhan Chandra Naskar from the Ld. Court.

- E. The sons and daughters of the deceased Sadhan Chandra Naskar agreed and executed and registered all of their right, title and interest in respect of the said 8 Cottahs of land by a deed of sale dated 5.5.1971 registered at the office of the Jt. Sub-Registrar of Alipore at Behala in favour of Suniti Mala Daniel and the said deed of sale was entered in Book No.1, Volume no.23, Pages 218 to 226, Being no. 1487, for the year 1971.
- F. After purchase the said Smt. Sunity Danial while seized and possessed of and otherwise well and sufficiently entitled to the Rayet Mokarari Land measuring more or less 8 Cottahs appertaining to C.S. Dag No. 41, and 44 covering by Khatian No. 251 and 549 of Mouza Ramchandrapur, J.L. No. 31, R.S. No. 334, Touzi No. 416 B I, P.S. Thakurpukur, sold conveyed transferred ALL THAT the land measuring more or less 8 cottahs together with structure standing thereon to Smt. Swapna Chowdhury. The said deed of sale was registered on in the office of Sub Registrar alipore and entered in Book no.1, Page no. 143 to 153, Volume No. 16, Being no. 2662, for the year 1984.
- G. After purchase Smt. Swapna Chowdhury is in possession and enjoyment of all that piece ar parcel of land measuring more or less 8 Cottahs of land situate and lying at Mouza Ram Chandrapur, J.L.

No.31, R.S. No. 334, Touzi no.416, appertaining to Dag No. 44 of 41 L.R. Khatian No. 1321/1, Dag No. 53, together with temporary structure measuring more or less 800 sq. ft and covered by boundary wall, P.S Thakurpukur, within the limits of Joka I, Gram Panchayet hereinafter called the said property and morefully described in First Schedule hereunder below.

H. It is to mention here that in L.R. Settlement the name of Smt. Swapa Choudhury has been duly recorded in Khatian No. 1321/1, under Dag No.53.

I. By a registered Deed of Sale dated 20.9.2010 registered with A.D.S.R., Behala in Book No. 1, CD Volume No. 22, pages 65 to 80, being No. 08812 for the year 2010 the said Smt. Swapna Choudhury sold transferred and conveyed to ALLWELL MARKETING PVT LTD. for valuable consideration and absolutely for ever her said undivided 1/4th share measuring more or less 2 Cottahs of land out of 8 Cottahs of Bastu land together with undivided 1/4th share of temporary structure measuring more or less 200 sq. ft out of 800 sq. ft of temporary structure situated and lying at Mouza Ram Chandrapur, J.L. No 31, R.S No. 334, Touzi No. 416 B -1, appertaining to R.S Dag No. 44 of 41 L.R. Khatian No.3048, old Khatian No 1321/1, in L.R Dag No. 53 and covered by boundary wall, P.S- Haridevpur (Previously Thakurpukur), within the limits of Joka I Gram Panchayet, presently Premises Municipal Premises no 280, Mahatma Gandhi Road, Kolkata-700104,

within ward no. 142 of the Kolkata municipal Corporation, P.S- Haridevpur (Previously Thakurpukur), South 24 Parganas further together with easement rights to the Owners abovenamed..

- J. By another registered Deed of Sale also dated 20.9.2010 registered with A.D.S.R., Behala in Book No. 1, CD Volume No. 21, pages 7764 to 7779, being No. 08809 for the year 2010 the said Smt. Swapna Choudhury sold transferred and conveyed to MONICA MARKETING PVT LTD. for valuable consideration and absolutely for ever her said undivided 1/4th share measuring more or less 2 Cottahs of land out of 8 Cottahs of Bastu land together with undivided 1/4th share of temporary structure measuring more or less 200 sq. ft out of 800 sq. ft of temporary structure situated and lying at Mouza Ram Chandrapur, J.L. No 31, R.S No. 334, Touzi No. 416 B -1, appertaining to R.S Dag No. 44 of 41 L.R. Khatian No.3049, old Khatian No. 1321/1, in L.R Dag No. 53 and covered by boundary wall, P.S- Haridevpur (Previously Thakurpukur), within the limits of Joka I Gram Panchayet, presently Premises Municipal Premises no 280, Mahatma Gandhi Road, Kolkata-700104, within ward no. 142 of the Kolkata municipal Corporation, P.S- Haridevpur (Previously Thakurpukur), South 24 Parganas further together with easement rights to the Owners abovenamed.
- K. By another registered Deed of Sale also dated 20.9.2010 registered with A.D.S.R., Behala in Book No. 1, CD Volume No. 21, pages 7808 to 7823, being No. 08807 for the year 2010 the said Smt. Swapna Choudhury

sold transferred and conveyed to ALLWELL MARKETING PVT LTD. for valuable consideration and absolutely for ever her said undivided 1/4th share measuring more or less 2 Cottahs of land out of 8 Cottahs of Bastu land together with undivided 1/4th share of temporary structure measuring more or less 200 sq. ft out of 800 sq. ft of temporary structure situated and lying at Mouza Ram Chandrapur, J.L. No 31, R.S No. 334, Touzi No. 416 B -1, appertaining to R.S Dag No. 44 of 41 L.R. Khatian No. 3048, old Khatian No 1321/1, in L.R Dag No. 53 and covered by boundary wall, P.S- Haridevpur (Previously Thakurpukur), within the limits of Joka I Gram Panchayet, presently Premises Municipal Premises no 280, Mahatma Gandhi Road, Kolkata-700104, within ward no. 142 of the Kolkata municipal Corporation, P.S- Haridevpur (Previously Thakurpukur), South 24 Parganas further together with easement rights to the Owners abovenamed.

- L. By another registered Deed of Sale also dated 20.9.2010 registered with A.D.S.R., Behala in Book No. 1, CD Volume No. 21, pages 7780 to 7795, being No. 08808 for the year 2010 the said Smt. Swapna Choudhury sold transferred and conveyed to MONICA MARKETING PVT LTD. for valuable consideration and absolutely for ever her said undivided 1/4th share measuring more or less 2 Cottahs of land out of 8 Cottahs of Bastu land together with undivided 1/4th share of temporary structure measuring more or less 200 sq. ft out of 800 sq. ft of temporary structure situated and lying at Mouza Ram Chandrapur, J.L. No 31, R.S

No. 334, Touzi No. 416 B -1, appertaining to R.S Dag No. 44 of 41 L.R. Khatian No. 3049, old Khatian No 1321/1, in L.R Dag No. 53 and covered by boundary wall, P.S- Haridevpur (Previously Thakurpukur), within the limits of Joka I Gram Panchayet, presently Premises Municipal Premises no 280, Mahatma Gandhi Road, Kolkata-700104, within ward no. 142 of the Kolkata municipal Corporation, P.S- Haridevpur (Previously Thakurpukur), South 24 Parganas further together with easement rights to the Owners abovenamed.

M. It is to mention here that in L.R settlement in the name of ALLWELL MARKETING PRIVATE LIMITED and MONICA MARKETING PRIVATE LIMITED have been duly recorded in Khatian No. 3048 & 3049 under Dag no 53.

N. Thus the aforesaid Owners became the full and absolute owners of the aforesaid, total admeasuring 8 cottahs more or less of bastu land together with all easement rights in vacant peaceful possession thereof.

O. The Owners abovenamed thereafter applied to the KMC for sanction of plan in respect of such aforesaid total undivided 8 cottahs more or less bastu land situated and lying at Mouza Ram Chandrapur, J.L. No 31, R.S No. 334, Touzi No. 416 B -1, appertaining to R.S Dag No. 44 of 41 L.R. Khatian No. 3048 & 3049, old Khatian No 1321/1, in L.R Dag No. 53 and covered by boundary wall, P.S- Haridevpur (Previously Thakurpukur), within the limits of Joka I Gram Panchayet, presently Premises Municipal Premises no 280, Mahatma Gandhi Road, Kolkata-

700104, within ward no. 142 of the Kolkata municipal Corporation, P.S- Haridevpur (Previously Thakurpukur), South 24 Parganas for construction of a housing complex at the said premises comprising of residential as well as commercial section and the KMC vide Building Permit No. 2015140526 dated 17/12/15 sanctioned the housing complex comprising of the multi-storeyed different flats, units, apartments, car parking spaces, commercial spaces and other areas, both open and covered.

P. Thereafter the aforesaid Owners with the scheme for developing the said premises and constructing the housing complex in terms of sanctioned plan formed a Limited Liability Partnership Firm under the name and style of M/S ALLMON EMERALD LLP by and under an agreement dated 10/03/2017 which LLP was duly registered with the Registrar for Limited Liability Partnership, Kolkata comprising of only two partners namely the aforesaid Owners ALL WELL MARKETING PRIVATE LIMITED and MONICA MARKETING PRIVATE LIMITED.

Q. It is recorded that both the aforesaid Owners namely ALL WELL MARKETING PRIVATE LIMITED and MONICA MARKETING PRIVATE LIMITED have duly authorized the developer abovenamed in respect of each of their respective undivided half shares in the said Premises No. 280, Mahatma Gandhi Road, Ward no 142, P.S- Thakurpukur, Kolkata-700104 and thus the entirety of the said premises together with benefit of all the already sanctioned plan has

been taken over by the said LLP and the said LLP is fully and absolutely entitled to employ its own further capital and complete the housing complex in terms of the sanctioned plan and to offer for sale of different units, apartments, flats, commercial spaces, car parking spaces and other open and covered areas comprised in the said housing complex and to receive and collect the entire of the sale proceeds and consideration for such sale from the prospective and intending buyers and purchaser.

- R. It is recorded that pursuant to their mutual understanding with the Owners, the Developer herein, being the said LLP has started the construction of the said new building and/or the housing complex namely “**RIDDHI SIDDHI EMERALD**” at the entirety of the said premises described under the First Schedule hereto being Premises No 280, Mahatma Gandhi Road, Ward no 142, P.S-Thakurpukur, Kolkata-700104 and became entitled to enter into agreement for sale of different flats, units, apartments, commercial spaces, car parking spaces and other open and covered areas and to receive and collect the entire consideration for the same.
- S. The Purchaser has approached the Owners/Developers for purchasing ALL THAT the Flat and/or Unit No. _____ admeasuring _____ Sq. Ft. of carpet Area (The Super Built up area whereof is _____ sq.ft) situated on the _____ Floor of the new building together with _____ car parking Space to be allotted at the ground floor

together with proportionate undivided share in the land and common parts of the new building to be constructed at the said Premises by the Vendor to be allotted in due course. Such new building and/or housing complex shall be known as '**RIDDHI SIDDHI EMERALD**' and the Vendor have agreed to sell and the Purchaser has agreed to purchase the same in lieu of the consideration of a sum of Rs. _____/- (Rupees _____ only) for the super built up area of the unit and Rs. _____/- (Rupees _____) for _____ car parking.

- T. On or before the execution of this agreement the Purchasers have already seen and examined the title and the right title and interest of the Vendor to sell the said flat and are fully satisfied with the same. The Purchaser(s) has/have also seen and examined the sanctioned plan of the building and the determination of the carpet area and calculation of the super built area respectively in respect of the said flat intended to be purchased by the Purchase(s) and has/have fully satisfied themselves and shall not be entitled to raise any query or objection thereto. Further the Purchaser(s) has/have further agreed and undertaken to pay the entire consideration agreed hereunder and also various other deposits, outgoings and extra charges as stated hereunder to the Vendor as per the respective Schedules attached hereto without default and without raising any objection thereto.

NOW THIS AGREEMENT WITNESSETH as follows:

1. DEFINITIONS:

1.1 ARCHITECT shall mean the architect for the time being appointed by the Owners/Developers for the construction of the new building on the said Premises or such other person or persons, firm or firms, company or companies whom the Vendor may appoint or nominate as the Architect of the building.

1.2 ADVOCATES shall mean M/s. C. K. Deora & Company, Advocates of 10, Old Post Office Street, Kolkata – 700 001 or any other Advocate who may be appointed from time to time by the Owners/Developers.

1.3 BUILDING shall mean the new building under construction by the Owners/Developers at the said Premises to be known as “Riddhi Siddhi Emerald” in accordance with the sanctioned plan with such variations as may be permitted by the authority.

1.4 COMMON AREAS shall mean all the common areas, parts, portions, facilities, amenities, erections, constructions and installations comprised in the said Premises and/or the building and expressed or intended by the Owners/Developers at its absolute discretion for common use and enjoyment of the unit holders as specified under the FOURTH SCHEDULE hereunder written but shall not include the

open or covered areas meant for vehicle parking or such other uses as the Owners/Developers may in its absolute discretion decide.

1.5 COMMON EXPENSES shall include all expenses to be incurred by or on behalf of the unit holders for the maintenance and upkeep of the building and the said Premises and/or expenses for the common purposes as may be allocated by the Owners/Developers, including those specified under the FIFTH SCHEDULE hereto.

1.6 COMMON PURPOSES shall mean and include the purposes of managing and maintaining the said Premises and the building and in particular the common areas, collection and disbursement of the common expenses and dealing with the matters of common interest of the unit holders and relating to their mutual rights and obligations for the most beneficial use and enjoyment of their respective units exclusively and the common areas in common.

1.7 HOUSING COMPLEX shall mean the new building and the allied service and common areas etc. presently under construction at the said premises as per the sanctioned plan to be known as "**Riddhi Siddhi Emerald**".

1.8 LAND shall mean the land comprised in the said Premises and measuring 8 Cottahs more or less.

- 1.9 LAND LYING BENEATH THE BUILDING shall mean only such portion of the Land comprised in the said Premises excluding all the open spaces etc., upon which physically the building will be constructed and shall stand.
- 1.10 PLAN shall mean the plan sanctioned by the Kolkata Municipal Corporation, being Building Plan No. 2015140526 dated 17/12/2015 for construction of the building on the said Premises and shall include all modifications and alterations thereof as suggested by from time to time by the Architect/Developers/Kolkata Municipal Corporation or any other authority.
- 1.11 PROPORTIONATE OR PROPORTIONATELY shall mean the proportion in which the covered area of any unit be to the covered area of all the units in the new building.
- 1.12 RESTRCTIONS shall mean the various restrictions regarding the user/holding of the said Unit as hereinafter stated.
- 1.13 SINKING FUND shall mean the fund to be paid and/or contributed by each unit holder including the Purchaser herein towards sinking reserve fund which amount shall be held by the Owners/Developers on account of capital expenses and after the building is complete and possession is made over and upon formation Association, the said amount of the sinking fund shall be transferred to such Association.

1.14 SAID PREMISES shall mean All That the piece and parcel of bastu land admeasuring 8 Cottahs more or less situate lying at Mouza Ram Chandrapur, J.L No. 31, R.S. No. 334, Touzi no. 416 B -1, appertaining to R.S Dag No. 44 of 41 L.R. Khatian No. 3048 & 3049, old Khatian No. 1321/1, in L.R Dag No. 53, together with temporary structure measuring more or less 800 sq. ft. and covered by wall, P.S- Haridevpur (Previously Thakurpukur), within the limits of Joka I Gram Panchayet, presently Premises Municipal Premises no 280, Mahatma Gandhi Road, Kolkata-700104, within ward no. 142 of the Kolkata municipal Corporation, P.S- Haridevpur (Previously Thakurpukur), South 24 Parganas, more specifically described under the FIRST SCHEDULE hereunder written.

1.15 SAID UNIT shall mean ALL THAT the Unit No. _____ admeasuring _____ Sq. Ft. of carpet Area (The Super Built up area whereof is _____ Sq.Ft. situated on the _____ Floor of the building on the said Premises further together with the undivided proportionate impartible variable share in the portion of land lying beneath the building and common areas comprised in the said Premises, more specifically described under the SECOND SCHEDULE hereunder written and it is expressly agreed by and between the parties hereto that the determination of the super built up area in respect of the said flat/unit by the Architect shall be conclusive and binding on the parties.

1.16 PURCHASER shall mean :-

- a) In case of an individual his/her heirs, representatives, executors, administrators and assigns ;
- b) In case of company, its successors-in-interest and assigns ;
- c) In case of a partnership, the partners of the said firm and such other person or persons who may be taken in or admitted as partner or partner of the said firm and their respective heirs, legal representatives, executors, administrators and assigns ;
- d) In case of a Hindu Undivided Family, the coparceners of the said HUF and their respective heirs, legal representatives, executors, administrators and assigns ;
- e) In case of a Trust, the trustee or trustees for the time being of the said Trust their successor or successors-in-office and assigns ;
- f) In the event of there being more than two or more Purchasers, then in that event each of the Purchasers shall be entitled to an independent and distinct share or interest into or upon the said Unit.

1.17 TRANSFER with its grammatical variations shall include a transfer by possession and by any other means adopted for effecting what is understood as a transfer of a unit in a building to a Purchaser thereof, although the same may not amount to a transfer in law.

- 1.18 UNDIVIDED SHARE shall mean the proportionate impartible variable undivided share in the portion of land lying beneath the building comprised in the said Premises and attributed to the said Unit to be determined by the Owners/Developers in its absolute discretion.
- 1.19 UNIT shall mean the space constructed in the building intended and/or capable of being exclusively owned controlled and/or enjoyed any unit holder.
- 1.20 UNIT HOLDER shall mean the persons or parties who have for the time being agreed to acquire or have acquired any unit or units in the building but shall not include a tenant or licensee of such Unit Holder.
- 1.21 SUPER BUILT-UP AREA with reference to any Flat or Unit or any other space shall mean the carpet area of the same as increased by the proportionate share of various common parts, portions, areas provided that the super built up area will be determined only for the purpose of collecting the common area maintenance charges and no other.
- 1.22 CARPET AREA with reference to the said Flat shall mean the net usable floor area thereof, excluding the area covered by the external walls, areas under services shafts, exclusive balcony or verandah area and exclusive open terrace area, but includes the area covered by the internal partition walls thereat.
- 1.23 Singular number shall include plural number as well.

1.24 Masculine gender shall include feminine and neutral genders as well.

2. TITLE :

2.1 The Purchaser has inspected and examined the title of the Owners/Developers in respect of the said Premises and the manner of devolution thereof and the Purchaser agrees and covenant not to raise any objections thereto or make any requisitions in connection therewith.

2.2 The Purchaser has prior to the execution of this agreement already inspected and satisfied himself/herself/themselves about the title deeds, Building Plan, facilities and amenities offered and all other relevant documents and have also made all necessary and relevant enquiries and have accepted the specifications of the materials to be used and measurements, dimension and designs and drawings and boundaries of the proposed Building to be constructed including the common parts and portions and the reservation of the rights and portions to and unto the Owners/Developers.

2.3 The Purchaser has agreed not to raise any objection regarding the title of the Owners/Developers and the Owners/Developers shall be entitled to modify or alter the said plan and/or submit the revised plan, to which the Purchaser hereby covenant. Further the Purchaser hereby and shall be deemed to have appointed the Developer as his/her/its duly authorized Constituted Attorney for the purposes of

carrying out any alteration, modification and/or regularization in the sanctioned plan, lay out and construction etc.

2.4 The Purchaser(s) has/have examined the determination of the carpet area and the super built up area of the said Flat respectively and has/have fully satisfied himself/herself/itself and shall not raise any objection thereto.

2.5 The Purchaser(s) has/have satisfied himself/herself/itself as to the layout of the said Flat and Car Parking space and the amenities provided and shall not raise any objection thereto.

3. SALE/TRANSFER :

3.1 In lieu of the payments agreed to be made by the Purchaser to the Owners/Developers as hereinafter provided, the Owners/Developers has agreed to sell and transfer and the Purchaser has agreed to purchase and acquire on the terms and conditions stipulated herein ALL THAT the Unit No. _____ on the _____ Floor and _____ car parking of the building under construction at the said Premises with undivided proportionate share in the portion of land lying beneath the building comprised in the said Premises, collectively hereinafter referred to "Said Unit" and more specifically described under the SECOND SCHEDULE hereunder written together with undivided proportionate share in the common areas but subject to the Purchaser making payment of all the amounts agreed to be paid by the Purchaser

to the Owners/Developers and also performing and observing all the other terms and conditions hereinafter appearing.

- 3.2 The undivided share in the land wherever granted shall always remain impartible.
- 3.3 The common areas in the said building and the said Premises as such as shall be necessary or be required and as thought fit and determined by the Owners/Developers for the beneficial enjoyment of the said Unit and such common areas shall be declared and/or identified by the Owners/Developers in its absolute discretion.
- 3.4 The right of the Purchaser shall remain restricted to the said Unit only and the Purchaser shall have no right nor shall claim any right over and in respect of any other covered and/or open spaces, the right or interest over which has not been specifically been granted under this instrument.
- 3.5 It is clearly understood and agreed that the Owners/Developers is going to construct upon the said land in a phased manner and under no circumstance the Purchaser shall be entitled to raise or make any claim or objection to the future development or construction by the Owners/Developers in any part or portion of the said land or the said building even if the proportionate share of the Purchaser is reduced thereby and the Owners/Developers shall at its absolute discretion be entitled to make additions or alterations to the said land and the said building and / or the common areas. Further, the

Purchaser shall not do any act, deed or thing whereby the construction or development of the said Premises is in any way hindered or impeded nor shall in any way commit breach of any of the terms and conditions herein contained.

- 3.6 During the period of construction and at all times, the said Unit shall be at the sole risk of the Purchaser and the Purchaser is and shall continue to remain liable to pay all the amounts becoming payable under the terms herein to the Owners/Developers and perform all their covenants and obligations herein mentioned irrespective of any loss, destruction, acquisition and/or requisition of the same. The Owners/Developers shall however be entitled exclusively to collect on behalf of the Purchaser all compensation becoming receivable in respect of said Unit till all amounts becoming payable by the Purchaser to the Owners/Developers under the terms hereof are fully paid.

4. CONSIDERATION & PAYMENT :

- 4.1 In lieu of the consideration mentioned in PART - I of the THIRD SCHEDULE hereto (hereinafter referred to as the "Consideration Amount") to be paid by the Purchaser to the Owners/Developers in the manner set out in PART - II thereof, the Owners/Developers agrees to construct and sell to the Purchaser the said Unit described in the SECOND SCHEDULE, it being recorded that the Purchaser has informed the Owners/Developers that such payment schedule is more convenient to the Purchaser.

- 4.2 The Purchaser has been informed that the total consideration amount payable by the Purchaser to the Owners/Developers as stated under the Third Schedule has been arrived at on the basis of the Super Built up Area of the said flat as mentioned in clause 1.21 above and the Purchaser has fully understood the same and hereby agrees and consents to the same.
- 4.3 The Purchaser has also agreed to pay to the Owners/Developers in addition to the consideration amount hereinabove mentioned, all charges and costs for any alterations/additions in the said Unit or any other extra facilities with specifications in construction etc. which the Owners/Developers may on a later date decide to provide, which is presently not taken into consideration and further proportionately all applicable statutory outgoing and expenses including the costs, charges and expenses for revision of the plan to the extent it relates to such alteration, all betterment fees, taxes and other levies/ charges imposed by the Government or any other authority relating to the said Premises and/or the said Unit and shall also pay wholly the sales tax, service tax, G.S.T or any tax payable under the Works Contracts Tax or any other tax (but excluding Income Tax) of the amounts payable to the Owners/Developers.
- 4.4 In addition to the aforesaid consideration amount, the Purchaser shall also deposit with the Owners/Developers the amounts as detailed under the SIXTH SCHEDULE hereunder written and payment of such

amounts shall be made at or before taking possession of the said Unit. In case the exact liability on any head cannot be quantified, then the payment shall be made according to the Owners/Developers's reasonable estimation subject to subsequent accounting and settlement within a reasonable period.

- 4.5 Time for payment shall be the essence of the contract. The Purchaser agrees and covenants not to claim any right of possession over and in respect of the said Unit till such time the Purchaser has made and/or deposited all the amounts herein agreed to be paid or deposited by the Purchaser.
- 4.6 In the event of the Owners/Developers providing any additional materials, facilities or gadgets at the building and/or the said Premises, the Purchaser shall be liable to make payment of proportionate share in respect thereof and such facilities shall form part of the common portions and whether such additional facilities or amenities are to be provided for, shall be entirely at the sole discretion of the Owners/Developers and the Purchaser hereby consent to the same.

5. MANNER AND TIME OF COMPLETION :

- 5.1 The Owners/Developers will complete the said Unit as a residential accommodation in the usual and normal manner within 36 (thirty six) months from the date hereof subject to force measure as per the

specifications mentioned under the SEVENTH SCHEDULE hereunder written. The certificate of the Architect will be final.

6. POSSESSION & CONVEYANCE :

- 6.1 Under no circumstances the Purchaser shall be entitled to claim possession unless all the dues of the Owners/Developers including those under clause 4 hereinabove have fully been paid and/or discharged and the Owners/Developers has issued a certificate to such effect, and thereafter the Owners/Developers shall give notice to the Purchaser who shall within 15 (fifteen) days of service of the said notice, take possession of the said Unit after fulfilling all his/her/their covenants hereunder. However, the common amenities will be provided only after completion of all the units.
- 6.2 The Purchaser shall unless they take possession earlier be deemed to have taken possession of the said Unit on the date of possession, i.e. on the 15th (fifteenth) day of posting of the said notice under UCP and/or registered post, irrespective of when they take actual physical possession.
- 6.3 The Purchaser fully complying with the terms conditions and covenants contained herein and having paid and cleared entirety of its dues on account of consideration, various charges and deposits including any increased charges thereof, the Owners/Developers will have conveyed the said unit to the Purchaser provided that the

Purchaser shall in advance deposit with the Owners/Developers all the amounts of stamp duty, registration fee, miscellaneous expenses and fees and charges of the Advocates and other legal dues including any interest, if found due.

7. DEFAULT IN PAYMENT :

- 7.1 Notwithstanding any thing herein contained, in case the Purchaser commit default in observing their covenants/obligations herein including those for payment, within the time specified therefore, then and in such event, this agreement shall stand terminated and all rights and claims of the Purchaser against the Owners/Developers and/or the said Premises and/or the said Unit and/or the common areas shall stand extinguished and the Owners/Developers shall be entitled to cancel this agreement by notice and sell the said Unit and the right or share of the Purchaser in protanto satisfaction of the dues and claims. In the event of such cancellation or in the event of the Purchaser requesting for any cancellation, out of the total consideration amount agreed to be paid by the Purchaser an amount equivalent to 10% of the consideration amount shall stand forfeited and the balance amount will be refunded by the Owners/Developers to such Purchaser upon the counter sale of such Unit taking place or the completion of the new building, whichever be earlier.
- 7.2 In case the Owners/Developers condones the default of the Purchaser then and in such event, the Purchaser shall along with such dues

and/or arrears, pay compensation for the loss and/or damage suffered by the Owners/Developers and also interest @ 2% (two percent) per month for the period of default on all amounts remaining unpaid. Any condonation granted by the Owners/Developers shall not amount to waiver of the future defaults or breaches.

8. ASSOCIATION :

- 8.1 The Owners/Developers will be entitled to engage and/or appoint a Maintenance Agency/Company for carrying out the maintenance and collection of maintenance charges etc. from the Unit Holders. Such Maintenance Agency/Company shall be accountable to the Owners/Developers and after an Association of the Unit Holders is duly constituted, to such Association. For the aforesaid purposes, each of the Purchaser shall be obliged to execute a separate agreement with such Maintenance Agency/Company. The Purchaser declare that the Purchaser has duly approved the format of such agreement.
- 8.2 After the transfer of all the Units in the building at the said Premises, the Owners/Developers shall assist the unit holders to form the Association for the common purposes and the unit holders shall be made the member thereof with equal powers therein. In other words, each unit shall represent one share, irrespective of the number of persons owing it and irrespective of the same person owing more than 1 (one) unit. A tenant or licensee of the Unit Holder shall not be entitled to become such member.

- 8.3 The Purchaser shall bear and pay the proportionate costs and expenses of formation of the Association and shall pay for acquiring and holding membership with proportionate voting rights.
- 8.4 The Owners/Developers shall upon completion of the new building transfer to the Maintenance Company and/or Association all the owner's rights and obligations with regard to the common purposes and shall also transfer the residue then remaining of the security deposit and other deposits, if any, made by the Unit Holders for the common purposes after adjusting all amounts then remaining due and payable by them to the Owners/Developers. The amounts thus transferred shall be held by the Maintenance Company and/or Association in the account of the Co-Unit Holders respectively for the purposes thereof.
- 8.5 It is however clarified and agreed that notwithstanding what has been stated, the rights and benefits and special rights of the Owners/Developers shall remain fully and absolutely continued and in force inspite of such transfer to Association or Maintenance Company.
9. RESTRICTIONS AND OTHER OBLIGATIONS :
- 9.1 As from the date of possession of the said Unit, the Purchaser agrees and covenant :

- (i) To co-operate with the Owners/Developers, Maintenance Company and/or Association in the management and maintenance of the said building ;
- (ii) To observe the rules or regulations as may be framed from time to time by the Owners/Developers and/or Maintenance Company and/or Association in respect of the said Premises and/or the Building ;
- (iii) To allow the authorized representatives of the Owners/Developers and/or Maintenance Company and/or Association with or without workmen to enter into the said unit for the purpose of maintenance and repairs ;
- (iv) To pay the charges of the electricity and other utilities in or relating to the said unit wholly for the said Unit and proportionately in relating to the common parts ;
- (v) Not to sub-divide the said Unit and/or the Car Parking space, if any, or any portion thereof ;
- (vi) Not to throw or accumulate or cause or permit to be thrown or accumulated any dirt, rubbish or other refuse within the said Unit or in the said building and/or compound or in any portion of the building or in the Common Parts save at the places indicated therefore ;
- (vii) Not to keep or store and/or allow to be kept or stored any offensive combustible obnoxious hazardous or dangerous article in the said Unit or in the common areas and not to block any common areas of the building in any manner ;

- (viii) Not to keep any heavy article or thing, operate any machine as is likely to endanger the structure of the building or damage the floor or roof or outer walls of any Unit ;
- (ix) Not to hang from or attach to the beams or rafters any articles or machinery which are heavy or likely to effect or endanger or damage the stability of the building or any part thereof ;
- (x) Not to fix or install air-conditioner/s in the said Unit save and except at the place/s which have specified in the said Unit for the same ;
- (xi) Not to do or cause anything to be done in or around the said Unit which may cause or tend to cause or tantamount to cause or affect any damage to the said Unit or to the flooring or ceiling of the said Unit or any other portion over or below the said Unit or adjacent to the said Unit in any manner and not to interfere with the use and rights and enjoyment of any open spaces, passages or amenities available for common use ;
- (xii) Not to damage or demolish or cause to be damaged or demolished the said Unit or any part thereof or the fittings and fixtures affixed thereto ;
- (xiii) Not to permit closing of the verandah or balconies or lobbies and common parts and also not to permit any alterations in the elevation and outside colour scheme of the exposed walls of the verandah, lounge or any external walls or both the faces of the external doors and windows including the grills of the said Unit ;

- (xiv) Not to fix grills in the verandah and/or windows which are not as per the designs suggested or approved by the Architect ;
- (xv) Not to make in the said Unit any structural additions and/or alterations such as beams, columns, partitions walls etc. or improvements of a permanent nature except with the prior approval in writing of the Vendor and/or any concerned authority ;
- (xvi) Not to fix or install any antenna on the roof of the said building or any window antenna ;
- (xvii) Not to use the said Unit or permit the same to be used for any purpose whatsoever other than for residential purposes and not to use the same for any purpose which may or is likely cause any disadvantage discomfort nuisance or inconvenience to the other users and occupiers of the said Premises and the neighbouring premises and shall not use the said unit for any illegal or immoral purposes or as an office, a boarding house, club house, health center, nursing home, amusement or entertainment center, eating or catering place, dispensary, clinic, gymnasium, worship place, godown or as a meeting place or for any manufacturing or industrial activity ;
- (xviii) Not to use the Car Parking space, if any, allotted to the Purchaser or permit the same to be used for any other purpose whatsoever other than for the parking of the Purchaser own car and not to raise or put up any kutchha or pucca construction, grilled wall, enclosures therein or

part thereon and to keep the same always open and not to permit any person to stay/dwell there or store any articles therein ;

- (xix) Not to park or allow its car to be parked in the pathway or in the open spaces of the building or at any other place except at the space, if any, allotted to him/her/them/it ;
- (xx) Not to do act, deed or thing whereby the Vendor is prevented from making any further or additional constructions and notwithstanding any temporary disruption in the Purchaser enjoyment of the said Unit ;
- (xxi) Not to hang or put any cloths outside the windows, balconies and other portion which may be visible from outside ;
- (xxii) To use only those common areas as are mentioned in the FOURTH SCHEDULE hereto, for ingress and egress to the said Unit, in common with the other occupiers of the building and the Purchaser shall have no right on any other portion and/or space in the building and/or the said Premises ;
- (xxiii) To at all times keep the interior walls, fittings, fixtures, appurtenances, floor, ceiling etc. of the said Unit in perfect condition and repair so as not to cause any damage to the building or any other space or accommodation thereon and keep the other occupiers of the building indemnified from and against the consequences of any damage arising therefrom ;
- (xxiv) Not to put or affix any sign board, glow sign, name plate or other things or other similar articles in any of the common areas or outside

walls of the said unit and/or building save at the place and in the manner expressly permitted in writing by the Owners/Developers ;

- (xxv) Not to obstruct or object to the Owners/Developers doing or permitting any one to do any construction, alteration or work in the said Premises and/or the Building ;
- (xxvi) Not to affix or draw any wires, cables, pipes etc. from and to or through any of the common areas or other Units ;
- (xxvii) The Purchaser shall have only the proportionate right and interest in the common parts of the building (save those reserved unto the Vendor) along with the other co-owners and shall not do any act deed or thing which may in any way prevent and/or restrict the rights and liberties of the Owners/Developers or the other co-owners ;
- (xxviii) To regularly and punctually pay and discharge to the Owners/Developers or the Maintenance Company or the Association or the concerned authority semi government body as the case may be all rates taxes maintenance charges common expenses impositions and all other outgoing in respect of the said Unit and the rights and properties appurtenant thereto and also proportionately for the common areas and/or portions as described under the FIFTH SCHEDULE hereunder written in advance within the 7th day of every month according English Calendar. Such amount shall be deemed to be due and payable on and from the date of possession whether actual possession of the said Unit has been taken or not by the Purchaser ;

- (xxix) The proportionate rate payable by the Purchaser for the common expenses shall be decided by the Vendor and/or Maintenance Company and/or Association from time to time and the Purchaser shall be liable to pay the same. Further, the statement of account of the apportionment of charges as prepared by the Owners/Developers and/or Maintenance Company and/or Association shall be conclusive and final. The Purchaser shall not be entitled to dispute or question the same ;
- (xxx) So long as each Unit in the building is not separately assessed and mutated, the Purchaser shall from the date of possession and/or occupancy certificate, whichever be earlier, be liable to pay the proportionate share of all the rates and taxes assessed on the entirety of the said Premises, such proportion to be determined by the Owners/Developers on the basis of the area of the said Unit ;
- (xxxi) After taking delivery of the said Unit, the Purchaser shall take steps to have the said Unit separately assessed and mutated. The Purchaser shall be liable and responsible for all the costs and consequences of non-observance of this clause ;
- (xxxii) In case the Purchaser defaults or delays in making payment of all the aforesaid expenses, then the Owners/Developers and/or the Maintenance Company and/or the Association shall also be entitled to withhold all utilities and facilities to the Purchaser and/or the said Unit, including electricity and/or other services, during the time that

the Purchaser are in default. In addition the said Unit shall be deemed to be charged in favour of the Owners/Developers or the Maintenance Company and/or the Association as the case may be, for all such amounts failing due together with interest ;

(xxxiii) In case the Owners/Developers and/or Maintenance Company and/or the Association condones the default of the Purchaser then and in such event the Purchaser shall along with such dues and/or arrears pay compensation for the loss and/or damages suffered by the Owners/Developers, Maintenance Company and/or the Association and also interest at the rate 1½ % (one and half percent) per month for the period of default on all amounts remaining unpaid together with reconnection charges.

10. SPECIAL RIGHTS & BENEFITS RESERVED UNTO THE VENDOR:

10.1 It is agreed by the Purchaser that the Owners/Developers reserves unto itself or in favour of its associates or nominees the following various rights and benefits at the said premises and/or the said housing complex notwithstanding the sale of the said unit and/or the undivided share in the portion of land lying beneath the building and common areas to the Purchaser and also notwithstanding the handing over of the maintenance to the association or maintenance company. Such rights and benefits reserved unto the Owners/Developers are fully agreed and consented to by the Purchaser hereby and the

Purchaser undertakes not to infringe or object to such rights and benefits reserved unto the Owners/Developers hereunder.

- 10.2 The Owners/Developers reserves the right to make vertical and/or horizontal exploitation of the said premises by constructing upon the existing building and/or by extending the building and/or in the open areas of the roof or the compound without infringing upon the ultimate convenience of the flat purchasers and the declared common areas save that in case of vertical construction being undertaken, the 50% demarcated portion of the ultimate roof will be deemed as common and the Purchaser consents and covenants not to raise objection and /or create obstruction on the ground of temporary inconvenience being faced during the course of such construction or exploitation.
- 10.3 It is fully understood by the Purchaser that certain areas of the new building shall be comprised of commercial areas as already sanctioned as covered and/or semi commercial and certain further areas may be utilized by the Owners/Developers as commercial or semi commercial areas even though the same were not originally sanctioned as commercial or semi commercial and the Owners/Developers undertakes not to object to or call in question such conversion made by the Owners/Developers of the retained areas at any future time.
- 10.4 The Owners/Developers shall be fully entitled and authorized to earmark the particular entrance gates and / or open spaces as

exclusively appurtenant to the commercial areas or semi commercial areas and to segregate the same exclusively for the commercial or semi commercial section.

10.5 It is further hereby declared and clarified that notwithstanding any separation of the areas as appurtenant to commercial or semi commercial or any entrance doors, paths and passages exclusive for the commercial areas, the Purchaser or occupants of the commercial or semi commercial areas shall be fully entitled to use and enjoy and enter and exit through the paths and passages which might be utilized for the residential portion of the said premises and the Purchaser shall not have nor shall put any objection thereto on any ground whatsoever including the ground that the privacy of the residential segment is being transgressed.

10.6 It is also hereby clarified and agreed that the demarcated half portion of the ultimate open roof of the new building shall be segregated, demarcated and reserved exclusively for the use of the Owners/Developers to be used for any purpose including for commercial purposes and shall not be treated as common area. Such segregated portion of the roof reserved unto the Owners/Developers shall be fully accessible through the staircase, landings, paths and passages running through the building and shall be utilized by the Owners/Developers for any purpose including commercial or semi commercial purposes as also for putting up any kind of tower, antenna,

links and the Owners/Developers shall be fully entitled to install and erect all such towers and antennas without any objection by the Purchaser.

- 10.7 The Owners/Developers shall be fully entitled to install and erect any control room, meter room or electrical room including any sub-station and to erect electrical gadgets and equipments including increase of electrical load for the functioning, maintenance, upkeep etc. of any towers or antennas and connect the same through wires and cables running through the common areas of the building without intruding upon the convenience of the flat Purchaser.
- 10.8 The Owners/Developers shall always be entitled to transfer the whole or part of its such special rights and benefits reserved hereunder to any third party in lieu of such consideration and recurring charges as may be decided by the Vendor without any objection from or by the Purchaser or the association or the maintenance company.
- 10.9 All such rights and benefits reserved unto the Owners/Developers shall be treated as the covenants running with the land and at no point of time the Purchaser or the association upon its formation and/or maintenance company shall have any kind of right or objection or to call the same in question in any court of law to which the Purchaser hereby agrees in an unqualified manner.

11. SPECIAL COVENANTS FOR THE PROTECTION OF THE
COMMERCIAL AND/OR NON-RESIDENTIAL USERS -

11.1 The users and occupiers of the commercial and/or non-residential areas of the ground and the first floor shall be exclusively entitled to the said demarcated, segregated and/or retained being 50% (Fifty Percent) portion of the roof bordered **GREEN** for any of the purposes including as follows :

- i) To put, erect, install, repair, manage, replace, lighted and/or unlighted hoarding boards, antenna and/or tower which may be in vogue now or in future developed;
- ii) To use the lift, staircase, staircase room, terrace and entrance at the roof to reach such demarcated portion reserved for non-residential user at all reasonable times;
- iii) To share the generator connectivity and /or all other amenities along with the users and /or occupiers of residential section.

11.2 The users and occupiers of the non-residential and/or commercial areas shall be entitled to use such retained and/or segregated portion of the side open spaces and the front spaces of the said block for any of the purpose mentioned below:

- i) To park vehicles, loading or unloading the goods;

- ii) To put or install generator and other gadgets;
- iii) To put kiosk and to carry out any business promotional activity;
- iv) To use the same as exclusive area including for path, passage, lighting or un-lighting, storage of the goods, commodities, merchandise;
- v) To raise any temporary or permanent cover or room or rooms;

11.3 The users and occupiers of the non-residential and/or commercial areas shall also be entitled to put lighted or unlighted hoarding boards, festoons etc. without blocking any window of the upper floor on the outer elevation of the building or upon the parapet or boundary walls and /or on demarcated portion of the roof or any side convenient including the front side or rear elevation and/or to put lights or neon lights on the same;

11.4 The users and/or occupiers of the non-residential and/or commercial areas shall be entitled to all the common facilities and utilities in lieu of the payment of the maintenance charges in the normal and usual method including 24 hours water supply, security, common lighting, sanitation, drainage, sewerage and any other facilities or utilities available.

11.5 The users and/or occupiers of the non-residential and/or commercial areas shall be entitled to draw connection from the common source of captive power and/or generator upon payment of the usual charges as

in the case of residential users of such capacity as may be desired by such users subject to the over all capacity of the generator set or sets and to pay the proportionate charges thereof.

11.6 The users and /or occupiers of the non-residential and /or commercial areas shall be entitled to enter or exit or to carry on with their works and amenities at any hour round the clock without any objection being raised by any other occupant or purchaser.

11.7 The users and /or occupiers of the non-residential and /or commercial areas shall at all times be entitled to access the electrical or electrical meter room and all other areas, control rooms, roof, common portions etc. for carrying out any urgent and /or emergency repair or upkeep job or work with or without workmen to continue their use enjoyment and amenities.

12. FORCE MEAJURE :

12.1 The Owners/Developers shall not be regarded in breach if any of the terms and condition herein contained and on the part of the Vendor to be performed and observed if it is prevented by any of the conditions herein below and it shall not be liable to pay any interest or damages therefore :

(i) Fire ;

(ii) Natural Calamity ;

- (iii) Tempest ;
- (iv) Labour Unrest ;
- (v) Local Problem ;
- (vi) Any prohibitory order from the court or the Kolkata Municipal Corporation or any statutory authority ;
- (vii) Delay due to application under Rule 25 of the Building Rules ;
- (viii) Delay in getting water and sewerage and drainage connection ;
- (ix) Delay in obtaining delivery of the lifts ;
- (x) Any other unavoidable circumstances beyond the control of the Owners/Developers; In no event the Purchaser will be entitled to claim any amount from the Owners/Developers on account of loss or damage or otherwise if the said building or the said Unit is not completed within the stipulated period.

13. MISCELLANEOUS :

- 13.1 The new building shall always be known as “Riddhi Siddhi Emerald” and the Unit Holders shall not be entitled to change the name at any time in future.
- 13.2 It shall be the responsibility of the Purchaser after obtaining possession of the said Unit, to get the deed of conveyance registered in due course and the Owners/Developers will appear before the authorities for the registration of the conveyance. The Purchaser at their own cost shall make payment of the stamp duty and registration charges.

- 13.3 This agreement is personal and the Purchaser shall not be entitled to transfer, let out, mortgage, grant lease etc. in respect of the said Unit or the properties appurtenant thereto without the prior consent in writing of the Owners/Developers first had and obtained and if such consent is given by the Owners/Developers, only payment to the Vendor of a sum of Rs 50/- (Rupees fifty) only per square feet of the super built up area of the said unit and further provided that the Purchaser have not been in breach or violation of any of the terms and conditions herein contained. Further in case such consent is given by the Owners/Developers, such consent shall be by letter and it shall not be necessary for the Owners/Developers to join as any party in any nomination agreement proposed to be executed between the parties.
- 13.4 The right of the Purchaser shall remain restricted to the said Unit and in no event the Purchaser shall be entitled and hereby agree not to claim any right in respect of the other parts or portions of the said building and the said Premises.
- 13.5 The Owners/Developers shall be entitled to all future vertical exploitation of the said building and/or the said Premises by way of additional construction or otherwise.
- 13.6 The Purchaser shall not be entitled to any Car parking space at the said Premises unless specifically allotted under this agreement which shall always be charged over and above the consideration payable in respect of the super built-up area of the Unit.

- 13.7 The Purchaser shall have no right in any of the open spaces, open car parking spaces etc. at the said Premises save and except in the common areas mentioned in the FOURTH SCHEDULE and in those the right whereof has been specifically granted hereunder. Such other areas over which the Purchaser have no right shall be under the exclusive ownership, control, use and possession of the Owners/Developers and the Owners/Developers shall be entitled to dispose of the same and all other additional structures constructed thereon and the interest of the Purchaser herein shall be subject to such right of the Owners/Developers.
- 13.8 The Owners/Developers shall be entitled to create charge in respect of the said Premises or any part or portions thereof in favour of any Bank or financial institution for the purpose of obtaining financial assistance for the erection, construction and completion of the said buildings and the Purchaser hereby consent to the same and the Vendor hereby agrees to keep the Purchaser indemnified against all suits, proceedings, actions, costs, charges and demands in respect thereof.
- 13.9 The Owners/Developers shall be and shall continue to remain as the absolute owner of the roof of the building and the Purchaser shall have no claim whatsoever or howsoever and in respect thereof nor shall do any act, deed or thing whereby the Vendor shall be precluded from permitting anybody else to use the roof and in the event of the Owners/Developers making any further construction over and upon

the roof, the Vendor shall be entitled to do so and the Purchaser consent to the same and the Owners/Developers shall be entitled to connect the said additionally constructed floors with lift, water, electricity, sanitary, sewerage, drainage and other connections and installations in the said building.

13.10 This agreement contains the entire agreement of the parties and no oral representation or statement between the Owners/Developers and the Purchaser shall be considered valid or binding upon either of the parties.

13.11 This agreement supersedes all other agreements, arrangements, understandings or brochures, leaflets, advertisements and in no event the Purchaser shall be entitled to set up any oral Agreement.

13.12 At or before the date of possession, the Purchaser shall deposit with the Owners/Developers all the amounts towards certain deposits and /or charges in advance as stated under the Sixth Schedule hereto. The Purchaser hereby consents and agrees to deposit all such amounts before claiming possession.

13.13 The Purchaser shall be entitled to commence any interior works in the said Unit only after obtaining possession after making full payment of all its dues to the Vendor herein.

14. DOCUMENTATION AND PROFESSIONAL CHARGES :

- 14.1 M/s. C. K. Deora & Company, Solicitors and Advocates of No. 10, Old Post Office Street, Kolkata - 700 001 has prepared this agreement and shall draw all papers documents and drafts required for and/or in connection with the various common purposes relating to the said building as envisaged herein and such documents containing the covenants to be observed on the part of the parties hereto shall be at the sole discretion of the said Advocates and may be determined by them to be reasonable and the costs and expenses of the same shall be borne and paid by the Purchaser. The Purchaser despite their obligations to pay the remuneration and fees to the said Advocates, shall be at liberty to consult any other lawyer/advocate of any independent advice PROVIDED HOWEVER such consultation for independent advice will not absolve the Purchaser of their responsibility to pay the remuneration as herein provided.
- 14.2 All stamp duty, registration charges and other incidental expenses and/or in relation to conveyance of the said Unit and for obtaining approval and consent necessary for such transfer and also any other assurances deeds required to be made for or in relation shall be borne and paid by the Purchaser.
- 14.3 If the Purchaser fail and/or neglect to pay the aforesaid charges and expenses or part thereof within fifteen days from receipt of notice of demand for such payment or in other words in case the Purchaser commits default in fulfilling and observing his obligations contained

herein, then and in such event this Agreement shall stand terminated and the amount paid hereunder will be forfeited and the Purchasers' right to receive the conveyance shall stand extinguished and/or terminated in respect of the said share in the portion of land lying beneath the building and the Purchaser shall stand divested of all rights and interest if constructed to be vested in the Purchaser in all constructions, installations and fixture in the said Premises and/or the said building and/or the said Unit and the said Unit shall stand vested in the said Owners/Developers without any right of the Purchaser to receive any refund of any amount whatsoever paid herein excepting the refund of an amount as mentioned in Clause 7.1 hereinbefore and the Owners/Developers shall be entitled to have the Purchasers' right and interest forfeited as aforesaid and transferred in their own favour and/or in favour of their nominee or nominees or deal with or dispose off the same in their absolute discretion without in any way becoming liable to pay any amount or amounts for the same.

15. NOTICE :

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

16 ARBITRATION :

16.1 All disputes and differences between the parties hereto regarding the construction or interpretation of any of the terms and conditions herein contained or touching these presents or determination of any liability shall be referred to the arbitration of Mr. C. K. Deora, Advocate of No. 10, Old Post Office Street, Kolkata - 700 001 and the same shall be deemed to be a reference within the meaning of the Arbitration and Conciliation Act, 1996.

17 JURISDICTION :

17.1 Only the Courts having territorial jurisdiction over the said Premises shall have jurisdiction in all matters relating to or arising out of this Agreement.

THE FIRST SCHEDULE ABOVE REFERRED TO :

(Said Premises)

ALL THAT the piece and parcel of bastu land admeasuring 8 Cottahs or 13 Sataks more or less, situated and lying at Mouza Ram Chandrapur, J.L. No 31, R.S No. 334, Touzi No. 416 B -1, appertaining to R.S Dag No. 44 of 41 L.R. Khatian No. 3048 & 3049, old Khatian No 1321/1, in L.R Dag No. 53 , together with new construction as per sanctioned house building permit no. 2015140526 dated 17/12/15 of Kolkata Municipal Corporation , being Premises No. 280, Mahatma Gandhi Road, Kolkata-700104, KMC ward no 142, P.S- Haridevpur (Previously Thakurpukur), District-24 Parganas(south), District Registry office at Alipore, ADSR at Behala and butted and bounded in the following :-

ON THE NORTH: 40 ft. M.G Road;

ON THE EAST: Subhasini Sardar's House and tank
(Plot no 45 and 46);

ON THE SOUTH: 44 no. C.S. Dag and building;

ON THE WEST: C.S Dag No. 41 and 6 ft wide Road

THE SECOND SCHEDULE ABOVE REFERRED TO :

(Said Unit)

All That the Unit No _____ comprised of the Carpet Area of _____ Sq. Ft (super built up area whereof in terms of clause 1.21 herein is determined at _____ - sq. ft.) to be constructed on the _____ Floor of the building known as **"RIDDHI SIDDHI EMERALD"** under construction at the said Premises more specifically described under the **FIRST SCHEDULE** hereinabove written **TOGETHER WITH** _____ Car Parking Space in the Ground Floor of medium sized light motor car only of said Premises admeasuring not more than 110 Sq.Ft. **FURTHER TOGETHER WITH** undivided proportionate impartible variable share in the land comprised in the Said Premises.

THE THIRD SCHEDULE ABOVE REFERRED TO :**PART - I****(AMOUNT OF CONSIDERATION)**

The total amount agreed to be paid by the Purchaser(s) to the Vendor in terms of this agreement are as follows:-

Rs. _____/- (Rupees _____)

only for the Flat and Rs. _____/- (Rupees _____) only for _____ Car Parking

Space. The aforesaid total sum of Rs. _____/- (Rupees _____) only shall be paid in the manner hereinafter

appearing. Entire Service Tax/G.S.T on the above amounts or on installments, it is the liability of the Purchaser to pay at the time of each payment.

PART II

(Schedule of Payment)

At the time of Booking			Rs. _____/-
At the time of Agreement	_____	20%	Rs. _____/-
On the start of Foundation Work	_____	15%	Rs. _____/-
On the start of 1 st Slab Casting	_____	15%	Rs. _____/-
On the start of 2 nd Slab Casting	_____	10%	Rs. _____/-
On the start of 3 rd Slab Casting	_____	10%	Rs. _____/-
On the start of 4 th Slab Casting	_____	10%	Rs. _____/-
On the start of 5 th Slab Casting	_____	10%	Rs. _____/-
On the start of Brick Work	_____	5%	Rs. _____/-
At the time of Notice for Possession	_____	5%	Rs. _____/-

THE FOURTH SCHEDULE ABOVE REFERRED TO :

(Common Areas)

1. The foundation columns beams supports corridors lobbies stairs, stairways landings entrances exists and pathways driveways,
2. Drains and sewers from the premises to the municipal duct,
3. Water sewerage and drainage connection pipes from the Units to drains and sewers common to the premises,

4. Toilets and bathrooms for use of durwans, drivers, maintenance staff of the premises,
5. Boundary walls of the premises including outer side of the walls of the building and main gates,
6. Water pump and motor with installation and room therefore,
7. Overhead tanks and underground water reservoirs, water pipes and other common plumbing installations,
8. Electrical wiring, meters and fittings and fixtures for lighting the staircase, lobby, and other common areas (excluding those as are stalled for any particular unit) and spaces required therefore,
9. Windows/doors and other fittings of the common area of the premises,
10. Generator, its installations and its allied accessories,
11. Lifts and its accessories, installations and spaces required therefore,
12. Such other common parts areas equipments installations fixtures fittings covered and open space in or about the said premises and/or the building as are necessary for passage to use and occupancy of the units and as are specified by the Owners/Developers expressly to be the common parts after construction of the building but excluding the other open and/or covered areas or space which can always be used or allowed to be used by the Vendor for different purposes.

THE FIFTH SCHEDULE ABOVE REFERRED TO :

(Common Expenses)

1. The costs and expenses of maintaining, redecorating, repairing, improving and renewing etc. of the main structure, the roof, gutters and water pipes and for all purposes drains and electric cables and wires, fixtures fittings and equipment, in under or upon the said building and enjoyed or used by the Purchasers in common with other occupiers or serving more than one flat in the said building, main entrance, landing and stair cases of the said building and enjoyed by the Purchasers or used by him/her/them/it in common as aforesaid and the boundary walls of the building, compounds, lifts, pumps, reservoir, electrical and other installations.
2. The cost of cleaning and lighting the main entrance, passage, landings, stair cases and other parts of the said building so enjoyed and used by the Purchasers in common as aforesaid and keeping the adjoining spaces in good and repaired conditions.
3. The cost of salaries of janitors/ officers, clerks, bill collectors, liftman, chowkidars, sweepers, caretakers, plumber, security guards, gardeners, electricians etc.
4. Maintaining and operating the lifts.
5. Providing and arranging for the emptying receptacles for rubbish.

6. Paying all rates taxes duties charges assessments and outgoing whatsoever (whether central state or local) assessed charged or imposed upon or payable in respect of the building or any part thereof excepting in so far as the same are responsibility of the individual owners/ occupiers of any flat / unit.
7. Abating any nuisance and executing such works as may be necessary for complying with any notice served by a local authority in connection with the development or any part thereof so far as the same is not the liability of or attributable to the flat of any individual purchaser of any flat.
8. Generally managing and administering the development and protecting the amenities in the building and for that purpose employing any contractor and enforcing or attempting to enforce the observance of the covenants on the part of any occupants of any of the units.
9. Keeping the private road in good repair and clean and tidy and edged where necessary and clearing the private road when necessary,
10. Paying a fair proportion of the cost of clearing repairing instating any drains and sewers forming part of the property,
11. Insuring any risks,
12. Complying with the requirements and directions of any competent authority and with the provisions of all statutes and all regulations orders and bye-laws made thereunder relating to the building

excepting those which are responsibility of the owner / occupier or purchaser of any flat / unit.

13. The cost of purchase and expenses for maintenance, renewal, upkeep and insurance of all equipments as the Owners/Developers/Maintenance Company may from time to time consider necessary for the carrying out of the acts and things mentioned in this schedule.
14. All such other expenses and outgoing as are deemed by the Owners/Developers / Maintenance Company to be necessary for an incidental thereto.

THE SIXTH SCHEDULE ABOVE REFERRED TO :

(Particulars of charges / deposits (free of interest) to be kept with the Owners/Developers before taking delivery of possession of the said Unit)

- a) Expenses for CESC line/Electric connection,
meter/sub-meter wiring, cable and installation costs @Rs.45,000/-
- b) Towards one year deposit for common expenses and
outgoings as described in the Fifth Schedule @Rs. 12,000/-
- d) Towards deposit for corporation rates taxes and other
taxes, extra at actual @Rs. 10,000/-
- e) Towards sinking fund @Rs. 10,000/-
- f) Charges for Legal documentation

- | | |
|-------------------------------|--------------|
| i) At the time of agreement | Rs. 10,000/- |
| ii) At the time of conveyance | Rs. 10,000/- |
- g) Proportionate costs for formation of the Association @Rs. 3,000/-
- h) Expenses for installation of generator @Rs. 25000/- per KVA or at actuals.
- i) Expenses for any addition/alteration work in deviation to the Architect's drawing and fees for rules 25 at actuals
- j) In the event of the Vendor providing any additional materials, facilities or gadgets at the building and/or the Said Premises, the Purchasers shall be liable to make payment of proportionate share in respect thereof and such facilities shall form part of the common portions, and whether such additional facilities or amenities are to be provided for, shall be entirely at the sole discretion of the Vendor and the Purchasers hereby consent to the same.
- k) For arranging mutation in the name of the Purchasers in the municipal records @ Actuals

THE SEVENTH SCHEDULE ABOVE REFERRED TO :

(Specifications)

GENERAL FLOORING : Vitrified Flooring ;

INTERNAL WALLS AND : Plaster of Paris punning ;

CEILING

BATH	: Semi-glazed ceramic tiles Dado upto 2 mtrs. With tiles flooring ;
KITCHEN	: Semi-glazed ceramic tiles dado upto 1.2 mtrs;
SANITARY	: Standard good quality fixtures and Fittings;
ELECTRICAL	: Concealed electric wiring system within the flats with good quality switch boards;
WINDOWS	: Sliding aluminum window;
DOORS	: Good Quality flush door;
EXTERNAL WALLS	: Rendered in special weather proof paint; Enamel painted M.S. Railing in stair and balcony.
LIFT	: LT or Equivalent

IN WITNESS WHEREOF the parties hereto have executed these presents on
the day month and year first above written.

EXECUTED AND DELIVERED by
the OWNERS at Kolkata in the
presence of:

EXECUTED AND DELIVERED by
the DEVELOPER at Kolkata in the
presence of:

EXECUTED AND DELIVERED by
the PURCHASER at Kolkata in the
presence of:

MEMO OF CONSIDERATION

RECEIVED by the within-named Vendor
from the within-named Purchaser the sum
of Rs. _____/- (Rupees _____
only) by way of Part Consideration as
follows:-

<u>Cheque Nos.</u>	<u>Date</u>	<u>Bank</u>	<u>Amount (Rs.)</u>
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(Rupees _____ only)

Witnesses:

1.

2.

Dated this the _____ day of
2018

B E T W E E N

1.M/S. ALLWELL MARKETING (P) LIMITED
2.M/S. MONICA MARKETING (P) LIMITED

... OWNERS

AND

M/S ALLMON EMERALD LLP

...DEVELOPER

AND

... PURCHASER

AGREEMENT FOR SALE

C. K. DEORA & COMPANY
Advocates
10, Old Post Office Street,
Kolkata - 700 001