

MEMORANDUM OF AGREEMENT FOR SALE made at Kolkata on this
day of two thousand and sixteen **BETWEEN RASIKA**
MERCHANDISE PRIVATE LIMITED, a company within the meaning of the
Companies Act, 1956 having its registered office at 5, JBS Halden Avenue, 2nd Floor,

Room no. S-2, Police Station – Pragati Maidan, Kolkata – 700 105 having CIN No. U51909WB2004PTC099880 dated 21st September 2004 and Income Tax Permanent Account Number AACCR8173N represented by its Director Mr. Piyush Dhoot and hereinafter referred to as “**the Owner**” (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successors-in-interest and assigns) of the **FIRST PART**

AND

DHOOT REALTORS PRIVATE LIMITED a company within the meaning of the Companies Act, 1956 having its registered office at 5, JBS Halden Avenue, Silver Arcade, 2nd Floor, Room no. S-2, Police Station – Pragati Maidan, Kolkata – 700 105 having CIN No. U45400WB2007PTC207854 dated 11th October 2007 and Income Tax Permanent Account Number AACCD9640A represented by its Director Mr. Shyam Sunder Malani and hereinafter referred to as “**the Developer**” (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successors-in-interest and assigns) of the **SECOND PART**

AND

hereinafter referred to as “**the Purchaser**” of the **THIRD PART**-

WHEREAS :

- A. The following terms and expressions shall in these presents have the respective meanings assigned to them herein-below, unless the same be contrary or repugnant to the subject or context:
- A.1 **ADDITIONAL PAYMENTS** (a) the fixed additional payments mentioned in **Part-II** of the **Third Schedule** hereto and (b) the variable additional payments mentioned in **Part-I** of the **Fourth Schedule** hereto, all of which are to be paid by the Purchaser to the Developer in addition to the Agreed Consideration and shall also include any other additional amounts that may be required to be paid by the Purchaser;
- A.2 **AGREED CONSIDERATION** shall mean the consideration mentioned in **Part-I** of the **Third Schedule** hereto payable by the Purchaser to the Developer for acquiring the said Flat Unit;
- A.3 **ARCHITECTS** shall mean Messrs. Agarwal & Agarwal of 2/5, Sevak Baidya Street, Kolkata – 700 029 who have been appointed as the architects for the Buildings by the Developer and/or such other Architects whom the Developer may from time to time appoint as the Architects for the Buildings;
- A.4 **ASSOCIATION** shall mean the Association, Syndicate, Committee, Body, Society or Company which would comprise the representatives of all the buyers of Units and which shall be formed or incorporated at the instance of the Developer for the Common Purposes with such rules and regulations as shall be framed by the Developer;

- A.5 **BLOCK 1** shall mean the 4 (four) buildings comprising of only residential flats to be constructed at the said Premises;
- A.6 **BLOCK 2** shall mean the single building facing B. T. Road comprising of both residential flats and commercial spaces to be constructed at the said Premises;
- A.7 **BUILDINGS** shall mean the 5 (five) buildings comprised in Block 1 and Block 2 and other constructions to be constructed on the Premises by the Developer pursuant to the Development Agreement and in terms of the Plans and which may be meant for multiple, mercantile, institutional, commercial and/or residential purpose and use and shall also mean such further buildings, constructions and structures that may be constructed on the Premises by the Developer from time to time;
- A.8 **BUILT-UP AREA** in relation to a Flat or Commercial Space shall mean the plinth area of that Flat or Commercial Space (including the area of balconies, if any, appurtenant thereto but excluding the area of the Open Terrace, if any, appurtenant thereto) and also the thickness of the walls (external and internal), the columns and pillars therein, provided that, if any wall, column or pillar be common between the two Flats or Commercial Spaces then 1/2 (one-half) of the area under such wall, column or pillar shall be included in such Flat or Commercial Space;
- A.9 **COMMERCIAL SPACE** shall mean any constructed space other than a Flat meant for commercial/non-residential use including office space, commercial space, showroom space, retail space or any other covered space in Block 2 of the Buildings, which is capable of being exclusively owned, used and/or enjoyed;
- A.10 **COMMERCIAL UNIT** shall mean any Commercial Space in Block 2 of the Buildings, any right to park medium-sized car in any Parking Space appurtenant to such Commercial Space, the undivided, impartible, variable, proportionate share or interest in the Common Portions & Facilities with right to use and enjoy the same in common and wherever the context so intends or permits, shall include the Undivided Share attributable to such Commercial Space;
- A.11 **COMMON EXPENSES** shall include all expenses for the management, maintenance and upkeep of the Buildings, the Common Portions & Facilities therein and the Premises and the expenses for Common Purposes as mentioned in **Part-IV** of the **Fifth Schedule** hereto;
- A.12 **COMMON PORTIONS & FACILITIES** shall mean the common areas, facilities and installations in the Buildings and the Premises mentioned in (a) **Part-I** of the **Fifth Schedule** hereto which shall be used and enjoyed in common by all the Unit Owners, of both residential Flats and Commercial Spaces; (b) **Part-II** of the **Fifth Schedule** hereto which shall be used and enjoyed in common by the Unit Owners of only residential Flats; and (c) in **Part-III** of the **Fifth Schedule** hereto which shall be used and enjoyed in common by the Unit Owners of only Commercial Spaces;
- A.13 **COMMON PURPOSES** shall include the purpose of maintaining and managing the Premises, the Buildings and in particular the Common Portions & Facilities, rendition of services in common to the Unit Owners, collection and disbursement of the Common Expenses and dealing with the matters of common interest of the Unit Owners and relating to their mutual rights and obligations for the beneficial

use and enjoyment of their respective Units exclusively and the Common Portions & Facilities in common;

- A.14 **COMMON ROOF AREA** shall mean the demarcated portion of the ultimate roof over the residential portion of Block 2 (forming part of the Owner's Allocation) measuring about 2500 square feet and the demarcated portion of the ultimate roof over Block 1 (forming part of the Developer's Allocation) measuring about 11000 (eleven thousand) square feet in one or more parts as may be decided and demarcated by the Owner and the Developer respectively prior to handing over possession of flats and constructed spaces;
- A.15 **DATE OF POSSESSION** shall mean the date on which the Purchaser takes actual physical possession of the said Flat after discharging all liabilities and obligations and shall mean for the purpose of commencement of liabilities of the Purchaser, the date after expiry of 15 days from the date of the Possession Notice (defined under Clause 6.1 below) irrespective of the Purchaser taking actual physical possession;
- A.16 **DEED OF CONVEYANCE** shall mean the Deed of Conveyance to be executed by the Owner and the Developer in favour of the Purchaser in respect of the said Flat Unit upon the Purchaser complying with all of the Purchaser's obligations, paying and depositing all amounts in time and not committing any breach or default;
- A.17 **DEPOSITS** shall mean the deposits to be made by the Purchaser and/or as mentioned in **Part-II** of the **Fourth Schedule** hereto and shall also include any other amount that the Developer may require the Purchaser to deposit;
- A.18 **DEVELOPMENT AGREEMENT** shall mean the Agreement dated 31st March, 2014 made between the Owner and the Developer relating to development of the Premises and shall include all modifications, alterations and changes, if any, made therein from time to time as also all documents (including Powers of Attorney) executed pursuant thereto between the Owner and the Developer;
- A.19 **DEVELOPER'S ALLOCATION** shall mean Block 1 consisting of 4(four) Buildings to be constructed at the said Premises and comprising of only residential flats and the covered and open spaces for parking of medium-sized cars under and around the said 4(four) Buildings, (2) an undivided, indivisible, impartible, proportionate, variable share and/or interest in the Common Portions & Facilities at the said Premises with right to use and enjoy the same in common and (3) an undivided, indivisible, impartible, proportionate, variable share and/or interest in the land comprised in the said Premises attributable to the same;
- A.20 **DEVELOPER'S PRIVATE ROOF AREA** shall mean the demarcated balance portion of the ultimate roof area over the Block forming part of the Developer's Allocation excluding only the Common Roof Area comprised in the Developer's Allocation in respect of which only the Developer and persons authorized by it and/or its transferees (along with their guests and visitors) shall have Exclusive Private Roof Area Rights and in respect of which the other Unit Owners shall have no right, title, interest, claim or entitlement whatsoever;
- A.21 **FLAT** shall mean any residential flat and/or any other covered space together with an Open Terrace if any, appurtenant thereto in the Buildings which is capable of being exclusively owned, used and/or enjoyed;

- A.22 **FLAT UNIT** shall mean any flat and/or other covered space (including the Open Terrace, if any, appurtenant thereto in the Buildings which is capable of being exclusively owned, used and enjoyed by any Unit Owner, the right, if any, to park medium-sized car in a Parking Space, the undivided, impartible, variable, proportionate share or interest in the Common Portions & Facilities with right to use and enjoy the same in common and wherever the context so intends or permits, shall include the Undivided Share attributable to such Flat;
- A.23 **FORCE MAJEURE** shall mean and include an event preventing the Developer and/or the Owner from performing any of its obligations under this Memorandum, which arises from, or is attributable to unforeseen occurrences, acts, events, omissions or accidents which are beyond the reasonable control of the Developer and/or the Owner, including, without limitation, natural calamities, Acts of God, abnormally inclement weather, lightning, floods, earthquakes, storms, cyclones, tempests, fire, explosion, subsidence, structural damage, epidemic or other natural physical disaster, riots, crowd disorder, civil commotion, civil wars, air raids, wars, military operations, strikes, lockouts, civil/labor unrest, or other industrial action, terrorist action, transport strikes, failure or shortage of power supply, shortage or unavailability of construction materials, acquisitions, strike by material suppliers or transporters or contractors or workers and/or employees, requisitions, litigation, attachments, notices or prohibitory or injunction orders from Municipality or any other statutory body or any Court, government action or regulations, new and/or changes in municipal or other rules, laws or policies affecting or likely to affect the Project, any legislation, regulation, ruling, omissions, refusals or orders by Government or Court or any relevant authorities including delay or failure to grant of electricity, water, sewerage and drainage connection or any other necessary permissions, approvals or sanctions, and reasons outside the control of the Developer and/or the Owner;
- A.24 **LAND** shall mean the land measuring about 253 cottahs and 6 chittacks more or less comprised in the Premises;
- A.25 **MAINTENANCE AGENCY** shall mean the Developer itself or any agency appointed by the Developer for maintenance and shall mean the Association after it is handed over the maintenance of the Buildings;
- A.26 **MAINTENANCE CHARGES** shall mean the proportionate amount of Common Expenses payable monthly by the Purchaser to the Maintenance Agency;
- A.27 **MUNICIPALITY** shall mean the Kamarhati Municipality and its different departments and officers and shall also include other concerned authorities that may recommend, approve, sanction, modify, extend and/or revise the Plans;
- A.28 **OPEN TERRACE/S** shall mean the open terraces attached and/or appurtenant to only certain Flats in the Building, each open terrace having access from a certain Flat only and meant to be owned, used and enjoyed exclusively by the buyer of such Flat;
- A.29 **OWNER'S ALLOCATION** shall mean - (1) Block 2 facing B. T. Road consisting of a single building to be constructed at the said Premises and comprising of both residential flats and commercial spaces and the covered and open spaces for parking of medium-sized cars under and around the said building, (2) an undivided, indivisible, impartible, proportionate, variable share and/or

interest in the Common Portions & Facilities at the said Premises with right to use and enjoy the same in common and (3) an undivided, indivisible, impartible, proportionate, variable share and/or interest in the land comprised in the said Premises attributable to the same;

- A.30 **OWNER'S PRIVATE ROOF AREA** shall mean the demarcated balance portion of the ultimate roof area over the Block forming part of the Owner's Allocation excluding only the Common Roof Area comprised in the Owner's Allocation in respect of which only the Owner and persons authorized by it and/or its transferees (along with their guests and visitors) shall have Exclusive Private Roof Area Rights and in respect of which the other Unit Owners shall have no right, title, interest, claim or entitlement whatsoever;
- A.31 **PRIVATE ROOF AREAS** shall mean collectively the Owner's Private Roof Area and the Developer's Private Roof Area;
- A.32 **PRIVATE ROOF AREA RIGHTS** shall mean the exclusive right and entitlement of use and enjoyment of the Owner's Private Roof Area and the Developer's Private Roof Area by the Owner and the Developer respectively in any manner whatsoever including beautifying and landscaping the same, making private roof gardens, installing water fountains and other water related equipment, making erections and constructions, giving the same on hire, etc. and the Private Roof Area Rights in respect of the Owner's Private Roof Area and the Developer's Private Roof Area shall be exclusively transferable by the Owner and the Developer respectively;
- A.33 **PARKING SPACES** shall mean the spaces in the basement and ground floor of the Buildings as also in the open space surrounding or adjacent to the Buildings that may be earmarked by the Developer for parking medium sized cars;
- A.34 **PLAN/PLANS** shall mean the plans of the Buildings as sanctioned and approved by the Kamarhati Municipality and shall also, wherever the context permits, include such plans, drawings, designs, elevations and specifications as are prepared by the Architects including variations/modifications/alterations therein that may be made by the Developer, if any, as well as all revisions, renewals and extensions, if any;
- A.35 **PREMISES** shall mean the piece or parcel of land measuring about 253 (two hundred fifty three cottahs) and 6 (six) chittacks be the same a little more or less together with structures constructed thereon comprised in Premises No. 26, Barrackpore Trunk Road, Kolkata- 700 058 under Police Station Belghoria within Ward no. 8 of the Kamarhati Municipality and morefully described in the **First Schedule** hereto and shall also include, wherever the context permits, the Buildings to be constructed thereon;
- A.36 **PROJECT** shall mean the work of development of the Premises, construction and completion of the Buildings, marketing and sale of the Units and other rights, handing over of possession of the completed units to the Unit Owners and execution and registration of the Deeds of Conveyance in favour of the Unit Owners;
- A.37 **PROJECT ADVOCATES** shall mean Messrs. R. Ginodia & Co., Advocates of 4E &F, Hastings Chambers, 7C, Kiran Shankar Roy Road, Kolkata-700 001 appointed by the Developer.

- A.38 **PROPORTIONATE** with all its cognate variations shall mean such ratio as the Built-up Area of any Unit or Units be in relation to the Built-up Area of all the Units in the Buildings;
- A.39 **PURCHASER** shall mean and include:
- (a) If he/she be an individual, then his/her respective heirs, executors, administrators, legal representatives and permitted assigns;
 - (b) If it be a Hindu Undivided Family, then its members for the time being and their respective heirs, executors, administrators, legal representatives and permitted assigns;
 - (c) If it be a Company or a Limited Liability Partnership, then its successor or successors in interest and permitted assigns;
 - (d) If it be a Partnership Firm under the Indian Partnership Act, 1932 then its partners from time to time and their respective heirs, executors, administrators, legal representatives and permitted assigns;
 - (e) If it be a Trust, then its Trustees for the time being and their successor(s)-in-office and permitted assigns;
- A.40 **RIGHTS ON PURCHASER'S DEFAULT** shall mean the rights mentioned in the **Ninth Schedule** hereto to which the Owner and the Developer shall be entitled in case of any default or breach by the Purchaser;
- A.41 **SAID PARKING SPACE** shall mean the right to park car(s), if any, described in **Part-II** of the **Second Schedule** hereto;
- A.42 **SAID FLAT** shall mean the Flat together with the Open Terrace, if any, described in **Part-I** of the **Second Schedule** hereto;
- A.43 **SAID FLAT UNIT** shall mean the said Flat, the said Parking Space, (if any), the proportionate variable, undivided, indivisible and impartible share or interest in the Common Portions & Facilities with right to use and enjoy the same in common and wherever the context so intends or permits, shall include the said Undivided Share;
- A.44 **SAID UNDIVIDED SHARE** shall mean the proportionate variable, undivided, indivisible and impartible share or interest in the land comprised in the Premises which is attributable to the said Flat;
- A.45 **SUPER BUILT-UP AREA** of the said Flat Unit shall mean the area of the said Flat Unit including the areas comprised in the said Flat and the proportionate share in the Common Portions & Facilities and such area shall be applicable for the purpose of calculation of the liabilities of the Purchaser including for municipal taxes, maintenance charges, deposits, etc.;
- A.46 **UNDIVIDED SHARE** in relation to a Flat or a Commercial Space shall mean the proportionate variable, undivided, indivisible and impartible share or interest in the land comprised in the Premises which is attributable to the concerned Flat or Commercial Space;
- A.47 **UNIT** shall according to the context meant a Flat Unit or a Commercial Unit

- A.48 **UNIT OWNERS** shall, according to the context, mean all purchasers and/or intending purchasers of different Units in the Buildings including the Owner and the Developer in respect of such Units as are not transferred or alienated and/or not agreed to be transferred or alienated for the time being by the Owner and the Developer respectively;
- A.49 **MASCULINE GENDER** used in this Memorandum shall include the feminine and neuter gender and vice versa and **SINGULAR NUMBER** shall include the plural and vice versa.
- B. The Owner is the absolute lawful owner of the said Premises. The devolution of title of the Owner to the said Premises is set out in the **Tenth Schedule** hereto.
- C. The Owner has entered into the Development Agreement with the Developer authorising and empowering the Developer to develop the Premises by constructing the Buildings thereon and selling the Flat Units therein to prospective buyers on the terms and conditions contained therein.
- D. In terms of the Development Agreement, the Developer has commenced construction of the Building on the said Premises. Under the Development Agreement, the Owner shall be absolutely and exclusively entitled to the Owner's Allocation with exclusive right to sell, transfer, deal with and dispose of the same in any manner whatsoever and receive all considerations, amounts and payments in respect of the same and the Developer shall be absolutely and exclusively entitled to the Developer's Allocation with exclusive right to sell, transfer, deal with and dispose of the same in any manner whatsoever and receive all considerations, amounts and payments in respect of the same.
- E. The Purchaser approached the Developer for purchase of the said Flat Unit comprised in Developer's Allocation and the Developer has agreed to make allotment to the Purchaser on certain terms and conditions that have been agreed to by the parties and are being recorded in writing herein.

NOW IT IS HEREBY DECLARED THAT THE PARTIES HERETO HAVE AGREED as follows:

1. Allotment

- 1.1 The Purchaser has agreed to be allotted for purchase and the Owner and the Developer agree to allot to the Purchaser the said Flat Unit free from all encumbrances on the terms and conditions recorded herein.
- 1.2 The Purchaser undertakes to pay the Agreed Consideration, Additional Payments and Deposits in the manner specified herein and thereafter the said Flat Unit shall be allotted to the Purchaser subject to the Purchaser first complying with and/or performing the terms, conditions, covenants and obligations required to be complied with and/or performed on the part of the Purchaser hereunder or by law
- 1.3 After completion of allotment as mentioned above, the Owner and the Developer shall execute the Deed of Conveyance in favour of the Purchaser in respect of the said Flat Unit in the manner stated herein.

2. **Title & Plans**

- 2.1. The Purchaser has independently examined or caused to be examined and is fully aware of and thoroughly satisfied about the following:
- 2.1.1 The ownership and title of the Premises and the documents relating thereto;
- 2.1.2 The Plans sanctioned by the Municipality and the necessary approvals and permissions;
- 2.1.3 The right, title, interest and entitlement of the Owner and the Developer in respect of the Premises; and
- 2.1.4 The Built-up Area and the Super Built-up Area of the said Flat.
- 2.2 The Purchaser undertakes and covenants not to raise henceforth any objection or make any requisition regarding the above and also waives the right, if any, to do so.

3. **Construction**

- 3.1 The construction of the Buildings including the said Flat and the Common Portions & Facilities shall be done by the Developer.
- 3.2 The Developer shall construct the Buildings as per the Plans and the applicable rules and regulations and shall use good quality materials and proper workmanship. The Buildings and the Common Portions & Facilities shall be constructed and completed as per specifications mentioned in the **Sixth Schedule** hereto.
- 3.3 The Built-Up Area of the said Flat is tentative and is subject to final determination on completion and finishing of the said Flat. The Purchaser confirms, accepts and assures that the decision of the Architects appointed by the Developer regarding the Built-up Area of the said Flat shall be final and binding on the Purchaser and the Purchaser shall not be entitled to question and challenge the same at any time or under any circumstances. In case of variation in built-up area, the super built-up area shall also correspondingly stand varied.
- 3.4 The Developer shall be entitled to make such changes, modifications, additions, alterations and/or variations regarding the construction and the specifications of the Buildings, the Common Portions & Facilities and/or the said Flat as may be deemed necessary by the Developer and/or as may be required by any authority including the Municipality in consultation with the Architects and the same shall be within permissible and/or prevailing norms. The Purchaser has agreed and covenants not to raise any claim, financial or otherwise, or any objection in this regard at any time. The Purchaser confirms that the Total Price shall not be affected in any manner by the above.
- 3.5 The decision of the Architects regarding the quality and specifications of the materials and the workmanship regarding construction shall be final and binding on the parties.
- 3.6 The Purchaser shall not, either before or after delivery of possession of the said Flat Unit to the Purchaser, for any reason whatsoever, directly or indirectly, at

any time make or cause any obstruction, interruption, hindrance, impediment, interference or objection in any manner relating to or concerning the construction or completion of the Buildings by the Owner and the Developer and/or the transfer, sale or disposal of any flat or portion of the Buildings and/or any right therein, notwithstanding there being temporary inconvenience in the use and enjoyment of the said Flat Unit by the Purchaser. In case of non-compliance, the Purchaser shall be responsible and liable for all losses and damages which the Owner and the Developer may suffer in this regard.

- 3.7 The Owner and the Developer shall be entitled to all future vertical and horizontal exploitation of the Buildings and/or the Premises by way of additional/further construction in the Premises including by raising of any additional floor/storey/construction over the roofs of the Buildings and shall at its absolute discretion be entitled to make from time to time additions or alterations to or in the Buildings and/or the Common Portions & Facilities and shall be entitled to deal with and dispose of all of the above in any manner whatsoever and for such purpose the Owner and the Developer are entitled to shift any part of the Common Portions & Facilities (including common installations like lift machine room and the water tank and the Common Roof Area) to the ultimate roofs as also the Private Roof Area to the ultimate roof and also to make available the Common Portions & Facilities and all utility connections and facilities to the additional/further constructions. The Purchaser shall not have any right whatsoever in the additional/further constructions and covenants not to raise any objection, hindrance or claim in respect of any of the above and/or in respect of any temporary inconvenience that may be suffered by the Purchaser because of the same. The Purchaser also admits and accepts that the Developer and/or employees and/or agents and/or contractors of Developer shall be entitled to use and utilize the Common Portions & Facilities for movement of building materials and for other purposes and the Purchaser shall not raise any objection in any manner whatsoever with regard thereto. If any act or omission of the Purchaser results in any interruption, interference, hindrance, obstruction, impediment or delay in the Project or any portion thereof including further constructions, additions and/or alterations from time to time and/or in the transfer, sale or disposal of any Flat or portion of the Project, then in that event the Purchaser shall also be liable to pay to the Developer compensation and/or damages that may be quantified by the Developer. The Owner and the Developer shall, if required, obtain necessary permission / sanction from the concerned authorities regarding the above or get the same regularized/approved.
- 3.8 The Common Roof Area shall be demarcated by the Developer at any time prior to the execution and registration of the Deeds of Conveyance in favour of the Unit Owners or handover possession of the flat to the Unit Owners. The entire ultimate roof area other than the Common Roof Area shall form part of the Private Roof Area. The map of the demarcated Common Roof Area and the Private Roof Area (comprising of Owner's Private Roof Area and Developer's Private Roof Area) shall be annexed to the Deeds of Conveyance

4. Consideration

- 4.1 The Agreed Consideration for transfer of the said Flat Unit is mentioned in **Part I** of the **Third Schedule** hereto and shall be paid by the Purchaser to the Developer in accordance with the **Payment Schedule** mentioned in **Part III** of the **Third Schedule** hereto. The Agreed Consideration for the sale of the said Flat Unit shall vary only in the event of any variation of the Built-up Area of the said Flat and

there shall be no variation in the Agreed Consideration due to any variation in the said Undivided Share and/or the undivided share or interest in the Common Portions & Facilities. The Purchaser is fully aware of and has agreed and accepted that the share or interest in the Common Portions & Facilities and the said Undivided Share shall be variable and in the event of additional/further constructions and/or raising of additional floor(s)/storey(s) over the roofs being made by the Owner and the Developer, the same shall automatically stand proportionately reduced, without in any manner affecting the Agreed Consideration or other amounts payable by the Purchaser.

- 4.2 In view of the Development Agreement the Owner is entitled to receive the entire consideration in respect of the Flat Units comprised in the Owner's Area while the Developer is entitled to the entire consideration in respect of the Flat Units comprised in Developer's Area. Under the circumstances, the Agreed Consideration payable hereunder as stated in **Part-I** of the **Third Schedule** hereto is to be paid to the Developer since the said Flat Unit is comprised in the Developer's Area.
- 4.3 Although the entire Agreed Consideration is payable to the Developer as stated in **Part I** of the **Third Schedule** hereto, the Owner and the Developer hereby confirm and agree to be bound by their respective obligations under the terms and conditions recorded herein
- 4.4 The Purchaser covenants that the Purchaser shall, unconditionally, without demur and without raising any dispute, regularly and punctually make payment of the installments of the Agreed Consideration in the manner mentioned in **Part-III** of the **Third Schedule** hereto and the Additional Payments and Deposits as mentioned in this Memorandum (and this Memorandum is and shall be deemed to be sufficient notice to the Purchaser about the obligation to make payment), failing which the Purchaser shall be deemed to be in default and the consequences mentioned in the **Ninth Schedule** hereto shall follow. Timely payment is the essence of this contract. All payments shall be made by negotiable instruments, payable at Kolkata and favoring the Developer since the said Flat Unit is comprised in the Developer's Area.

5. Additional Payments and Deposits

- 5.1 The Purchaser shall also pay the Fixed Additional Payments mentioned in **Part-II** of the **Third Schedule** hereto together with applicable Service Tax thereon by negotiable instruments payable at Kolkata to the Developer. The Purchaser shall also pay to the Developer the Variable Additional Payments mentioned in **Part-I** of the **Fourth Schedule** hereto
- 5.2 The Purchaser shall also pay to the Developer and/or the Maintenance Agency the amounts of the Deposits mentioned in **Part-II** of the **Fourth Schedule** hereto together with applicable Service Tax thereon by negotiable instruments payable at Kolkata.
- 5.3 The amounts of the Fixed Additional Payments mentioned in **Part II** of the **Third Schedule** shall be paid by the Purchaser in the manner mentioned in **Part III** of the **Third Schedule**. The amounts of the Variable Additional Payments mentioned in **Part I** of the **Fourth Schedule** and the Deposits mentioned in **Part-II** of the **Fourth Schedule** shall be paid by the Purchaser in the manner mentioned in the said Schedules respectively. In the event of the Developer being

unable to quantify any amount at the initial stage, the Purchaser shall make payment on the basis of the estimates made by the Developer. In case of subsequent revision of estimates and/or upon quantification of the concerned amount(s), in case of deficit, the Purchaser shall pay the balance/further amount(s) demanded by the Developer within 7 days of demand and in case of excess, the Developer shall refund the excess amount.

- 5.4 The Additional Payments and the Deposits are an integral part of the transaction and non-payment/delayed payments thereof shall also result in default on the part of the Purchaser and the consequences mentioned in the **Ninth Schedule** hereto shall follow.
- 5.5 The Purchaser agrees and covenants not to claim any right or possession over and in respect of the said Flat Unit till such time the Purchaser has paid the entirety of the Agreed Consideration as per the Payment Schedule mentioned in the **Part-III** of the **Third Schedule** hereto as also the Additional Payments and the Deposits as mentioned in this Agreement.

6. Possession

- 6.1 The Developer shall endeavour to make the said Flat ready for delivery of possession within the period mentioned in **Part-III** of the **Second Schedule** hereto subject to Force Majeure and/or reasons beyond the control of the Owner and the Developer, in which circumstances the time shall automatically stand suitably extended and the Purchaser shall not be entitled to make or raise any claim whatsoever. The said Flat shall be deemed to be ready for delivery of possession upon the same being completed internally and reasonable ingress to and egress from the said Flat being provided along with temporary or permanent water, drainage, sewerage, electricity and lift facilities/connections. The Developer shall thereafter issue a Notice to the Purchaser calling upon the Purchaser to take possession of the said Flat ("**Possession Notice**") within a period of 15 days from the date of the Notice after making payment of all dues and complying with all other outstanding obligations of the Purchaser at the relevant time. It shall not be obligatory for the Developer to complete the Common Portions & Facilities in all respects before giving the Possession Notice and the decision of the Architect in this regard being final and binding.
- 6.2 The Purchaser shall be entitled to receive the physical possession of the said Flat only upon prior payment of all dues including the Agreed Consideration, the Additional Payments and the Deposits and also upon due compliance with and/or performance of all the covenants, undertakings and obligations required to be complied with and/or performed on the part of the Purchaser in pursuance of this Memorandum or otherwise required by law, all of which shall be conditions precedent. The Owner and/or the Developer shall have the option to offer the said Flat Unit for the purpose of possession subject to simultaneous execution and registration of the Deed of Conveyance in favour of the Purchaser. In such an event, the Purchaser shall also take all necessary steps for enabling execution and registration of the Deed of Conveyance in respect of the said Flat Unit in its favour simultaneously with the handing over of possession of the said Flat. The obligation to make over possession of the said Flat by the Owner and the Developer shall arise only after all the above are complied with and/or performed by the Purchaser and prior thereto the Purchaser shall not be entitled to ask, demand or seek delivery of possession of the said Flat .

- 6.3 In the event of the Purchaser not making full payment and/or not complying with any of the obligations and/or not taking possession of the said Flat within the period specified in the Possession Notice, the Purchaser shall be deemed to have committed default and the consequences mentioned in the **Ninth Schedule** hereto shall follow.
- 6.4 With effect from the Date of Possession, the Purchaser shall be deemed to have been fully satisfied regarding the construction, specifications, built-up and super built-up areas, workmanship, materials used and structural stability and completion of the Buildings, the Common Portions & Facilities and the said Flat and shall not be entitled to raise any objection or make any claim regarding the same.
- 6.5 After the Date of Possession or within 30 days from the date of execution of the Deed of Conveyance, whichever is earlier, the Purchaser shall apply for mutation to the Authorities and shall take all necessary steps and complete, at the Purchaser's own costs, the mutation of the said Flat Unit in the Purchaser's name within 6 months thereafter.

7. **Alienation**

- 7.1 Until a Deed of Conveyance is executed in favour of the Purchaser, subject to Clause 13.12, the Purchaser shall not be entitled to mortgage or encumber or assign or alienate or dispose of or deal in any manner whatsoever with the said Flat Unit or any portion thereof and/or any right therein and/or under this Memorandum ("**Alienation**") unless all the following conditions are complied with:-
- a) A minimum period of 1 (one) year has passed from the date of this Memorandum.
 - b) There is no default whatsoever by the Purchaser in compliance with and/or performance of any of the Purchaser's covenants, undertakings and obligations under this Memorandum or otherwise.
 - c) The Purchaser has made full payment of the Agreed Consideration, the Additional Payments and Deposits due or payable till the time of such Alienation including interest and penalties, if any.
 - d) The Purchaser or the assignee, nominee, etc. has made payment to the Developer of the transfer charges calculated at such rate as may be decided by the Developer from time to time subject to making payment of a Transfer Fee equivalent to 2% (Two Percent) of the total resale/transfer price (hereinafter referred to as "**the Transfer Charges**"). The Purchaser shall also pay the applicable Service Tax, if any.
 - e) Prior consent in writing is obtained from the Developer regarding the proposed Alienation.
 - f) Provided however that no Transfer Fee shall be payable in case of transfer to the mother or father or spouse or child of the Purchaser. It is further clarified that inclusion of a new joint Purchaser or change of a joint Purchaser shall be treated as a transfer unless such joint Purchaser is a mother or father or

spouse or child of the original Purchaser.

- g) Any additional income tax liability that may become payable by the Developer and/or the Owner due to nomination, assignment, etc. by the Purchaser because of higher market valuation as per the Registration Authorities on the date of nomination or assignment, etc., shall be compensated by the Purchaser or the nominees, assignees, etc. by paying to the Developer and/or the Owner agreed compensation equivalent to the income tax payable on such difference at the highest applicable tax rate at the prevailing time and any interest and/or penalty in respect thereof. Such amount shall be payable by the Purchaser on or before the nomination.

7.2 After the execution and registration of the Deed of Conveyance, the Purchaser may alienate the said Flat Unit subject to the following conditions:

- a) The said Flat Unit shall be one lot and shall not be partitioned or dismembered in parts. In case of sale in favour of more than one buyer, the same shall be done in their favour jointly and in undivided shares.
- b) The transfer of the said Flat Unit by the Purchaser shall not be in any manner inconsistent with this Memorandum and/or the Deed of Conveyance and the covenants contained herein and/or the Deed of Conveyance shall run with the land and/or transfer. The person(s) to whom the Purchaser may transfer/alienate the said Flat Unit shall be bound by the same terms, conditions, agreements, covenants, stipulations, undertakings and obligations as are applicable to the Purchaser by law and/or by virtue of this Memorandum and/or the Deed of Conveyance.
- c) All the dues including outstanding amounts, interest, Maintenance Charges, electricity charges, municipal and other taxes etc. relating to the said Flat Unit payable to the Maintenance Agency, the Municipality and other concerned persons/entities are paid by the Purchaser in full prior to the proposed transfer/alienation. Such dues, if any, shall in any event, run with such proposed transfer.

8. Documents relating to transfer

8.1 The Deed of Conveyance and all other papers and documents in respect of the said Flat Unit and the Premises shall be prepared and finalised by the Project Advocates and the Purchaser has agreed and undertaken to accept and execute the same within 15 days of being required by the Developer after complying with all obligations that are necessary for the same. In default, the Purchaser shall be responsible and liable for all losses and damages that the Owner and/or the Developer may suffer.

8.2 The Owner and the Developer shall be required to execute the Deed of Conveyance and/or other papers and documents for transfer of the said Flat Unit only upon all the following conditions and obligations being satisfied and complied with by the Purchaser :-

- a) The Agreed Consideration, the Additional Payments and Deposits are paid in full by the Purchaser;
- b) The Purchaser is not in default in respect of any of the Purchaser's

obligations;

- c) All other amounts or dues payable by the Purchaser hereunder or in law in respect of the said Flat Unit are paid in full by the Purchaser including Maintenance Charges, electricity charges, municipal and other taxes and levies and other outgoings;
- d) The Purchaser deposits with the Developer the estimated amount of stamp duty, registration fee and other connected and miscellaneous expenses relating to the execution and registration of the Deed of Conveyance and the requisite papers and documents, if any required for the same.

9. **Rights**

9.1 The following rights are intended to be and shall be transferred in favour of the Purchaser at the time of completion of the transaction:-

- a) Transfer of the said Flat to be constructed by the Developer described in **Part-I** of the **Second Schedule** hereto;
- b) Right to park car(s) in the said Parking Space, if any, described in **Part-II** of the **Second Schedule** hereto;
- c) Transfer of the proportionate, variable, undivided and impartible share in the Common Portions & Facilities described in the **Fifth Schedule** hereto with right to use and enjoy the same in common subject to the rights and entitlements of common ownership, use and enjoyment of the Unit Owners and/or occupiers of the other portions of the Buildings in respect of the same; and
- d) Transfer of the said Undivided Share.

9.2 Any of the following is not intended to and shall not be transferred in favour of the Purchaser and the Purchaser shall have no right, title, interest, claim or entitlement whatsoever or howsoever in respect thereof :

- a) Open and covered spaces in the Buildings and the Premises not included in the Common Portions & Facilities mentioned in the **Fifth Schedule** hereto;
- b) Other Flats, Flat Units, Commercial Space, Commercial Unit, other constructed spaces and Parking Spaces in the Buildings and/or the Premises;
- c) Open Terrace attached and/or appurtenant to other Units; and
- d) Right of further construction on any part of the land comprised in the Premises or raising of any additional floor/storey/construction over the roofs of the Buildings including both the Private Roof Area and the Common Roof Area.
- e) Private Roof Area along with Private Roof Area Rights in respect of the same which shall belong exclusively to the Owner and the Developer.

- f) The Commercial Space and Commercial Unit as also the right of use of the Commercial Unit which shall belong exclusively to the owners of the Commercial Unit only.
- 9.3 In respect of the Flats, Flat Units, Commercial Space, Commercial Unit, other constructed spaces, Parking Spaces and the properties and rights which are not intended to be transferred to the Purchaser as aforesaid, the Owner and the Developer shall be entitled to use, utilise, enjoy, transfer, alienate, part with possession, deal with or dispose of the same in any manner whatsoever to any person or entity on such terms and conditions as may be thought fit and proper by the Owner and the Developer in their absolute discretion, without any reference to the Purchaser. The Purchaser hereby consents to the same and undertakes and covenants not to raise any claim or create or cause to be created any obstruction or hindrance whatsoever regarding the same. The Purchaser has irrevocably and unconditionally agreed and undertaken not to have or be entitled to nor to claim any right title interest in the other Flats, Flat Units, Commercial Space, Commercial Unit, other constructed spaces and Parking Spaces at the Premises and/or the properties and rights which are not intended to be transferred to the Purchaser as aforesaid and also hereby disclaims, relinquishes releases and/or waives in favour of the Owner and/or the Developer and/or the other Unit Owners, as the case may be, all right, title, interest, entitlement or claim that the Purchaser may be entitled to, both in law or any equity, into or upon the other parts and portions of the Buildings and the Premises excepting those which are being expressly agreed to be transferred in favour of the Purchaser by this Memorandum and has agreed that such provision would also be included in the Deed of Conveyance to be executed in favour of the Purchaser in respect of the said Flat Unit.
- 9.4 The proportionate share of the Purchaser in respect of any matter referred to under this Memorandum shall be such as may be determined by the Developer and the Purchaser has agreed and undertaken to accept the same notwithstanding there being minor variations.
- 9.5 The right of the Purchaser regarding the Undivided Share shall be variable depending on further / additional vertical and/or horizontal or other constructions, if any, made by the Developer from time to time and the Purchaser hereby consents to the same. Any such variation shall not affect the Agreed Consideration and no claim can be raised regarding the same by the Purchaser and the Purchaser shall not be entitled to and covenants not to demand any refund out of the Agreed Consideration paid by the Purchaser on the ground of or by reason of any variation of the Undivided Share
- 9.6 The Developer shall be entitled at all times to install, display and maintain its name and/or logo on the roofs of the Buildings and/or other areas in the Buildings and/or the Premises by putting up display signs, lighted displays, etc. without being required to pay any charges for the same, other than payment of electricity consumed on actuals, and no one including the Unit Owners and the Association shall be entitled to object or to hinder the same in any manner whatsoever.
- 9.7 Save and except the right of obtaining housing loan in terms clause 13.12 below, the Purchaser shall not have any right or lien in respect of the said Flat Unit till physical possession is made over to him after payment of all amounts by the Purchaser.
- 9.8 The Developer may permit and/or grant rights to outsider/third parties against

payment of consideration/charges to the Owner and the Developer for setting up communication towers or other installations for mobile telephones, VSAT, Dish and/or other antennas and other communications and satellite systems on the Common Portions & Facilities of the Buildings and neither the Unit Owners nor the Association nor any other entity shall be entitled to object to or hinder the same in any manner whatsoever. If any refundable Deposit is received from such outsider/third parties, then the same shall be made over by the Developer to the Association at the time of handing over of maintenance. Further, the recurring monthly consideration/charges, if any, shall be receivable by the Association after handing over of maintenance by the Developer.

- 9.9 The Purchaser confirms that he has agreed to purchase the said Flat Unit with full knowledge that he would have no right, title, interest, claim or entitlement in respect of the Private Roof Area in respect of which only the Owner and Developer shall have Private Roof Area Rights and the same shall be transferable by the Owner and Developer independently to any other Unit Owner of the Building and the Commercial Unit. The Purchaser hereby disclaims, relinquishes, releases and/or waives any right, title, interest, entitlement or claim that the Purchaser may be entitled to, both in law or any equity, in favour of the Owner, Developer, and/or their respective transferees of the Private Roof Area and the Commercial Unit and agrees that such provision would also be included in the Deed of Conveyance to be executed in favour of the Purchaser in respect of the said Flat Unit.

10. Maintenance and Enjoyment

- 10.1 The Buildings and the Premises shall be managed and maintained by the Maintenance Agency.
- 10.2 After handing over possession of all the Flat Units in the Buildings and/or at such other time as the Developer may in its discretion decide, the Developer shall take steps for formation of the Association. Any association, company, syndicate, committee, body or society formed by any of the Unit Owners without the participation of the Developer shall not be entitled to be recognised by the Developer and shall not have any right to represent the Unit Owners or to raise any issue relating to the Buildings or the Premises. The maintenance of the Buildings shall be made over to the Association within 12 months of handing over possession of the Units and upon such making over the Association shall be responsible for the maintenance of the Buildings and the Premises and for timely renewal of all permissions, licenses, etc.
- 10.3 All the Unit Owners including the purchaser shall become members/shareholders of the Association without raising any objection whatsoever and abide by all the rules, regulations, restrictions and bye-laws as be framed and/or made applicable by the Developer.
- 10.4 All papers and documents relating to the formation of the Association shall be got prepared and finalised by the Developer and the Purchaser hereby consents to accept and sign the same.
- 10.5 The rules and regulations of the Association shall not be inconsistent and/or contrary to the provisions and/or covenants contained herein which provisions and covenants shall, in any event, have an overriding effect.

- 10.6 All costs, charges and expenses relating to the formation and functioning of the Association shall be borne and paid by all Unit Owners of the Buildings including the Purchaser herein.
- 10.7 The rights of the Owner, the Developer, the Maintenance Agency and the Association relating to certain matters are more fully specified in the **Seventh Schedule** hereto and the Purchaser has irrevocably agreed to be bound by the same.
- 10.8 The Purchaser shall from the Date of Possession use and enjoy the said Flat Unit in the manner not inconsistent with the Purchaser's rights hereunder and without committing any breach, default or creating any hindrance relating to the rights of any other Unit Owner and/or the Owner and/or the Developer.
- 10.9 The obligations and covenants of the Purchaser in respect of the use, maintenance and enjoyment of the said Flat Unit, the Common Portions & Facilities, the Buildings and the Premises including payment of Maintenance Charges, electricity charges, municipal and other taxes and other outgoings are more fully specified in the **Eighth Schedule** hereto and the same shall be binding on the Purchaser. It is expressly made clear that from the Date of Possession, all costs, expenses and outgoings in respect of the said Flat Unit including for Maintenance Charges, electricity charges, municipal taxes and other outgoings, charges, rates, taxes, levies, deposits including security deposits or assessments pertaining to the said Flat Unit, shall become payable by the Purchaser notwithstanding anything to the contrary contained in the **Eighth Schedule** hereto or elsewhere in this Memorandum. Such liability shall continue till the same is paid by the Purchaser or the Memorandum/ Allotment is cancelled/terminated.
- 10.10 The certified copies of title deeds relating exclusively to the said Premises that are available with the Owner along with related documents and certified copy of Plans of the Buildings shall be handed over by the Owner and the Developer to the Association within 3(three) months of handing over of maintenance of the Buildings to the Association.
- 10.11 The Developer shall prior to handing over of maintenance of the Building to the Association, apply for the Occupancy/Completion Certificate.
- 10.12 From the date of handing over of maintenance to the Association, the Owner and the Developer shall not have any responsibility whatsoever regarding the Building and the Premises and/or any maintenance, security, safety or operations including relating to fire fighting equipment and fire safety measures, lift operations, generator operations, electrical equipment, installations, meters and connection, etc and/or for any statutory compliances, permissions and licenses regarding the Building and/or any equipment installed and/or required to be installed therein. The same shall be the exclusive responsibility of the Unit Owners including the Purchaser and/or the Association who shall also ensure continuous compliance with all statutory rules, regulations and norms including in particular relating to fire fighting and safety, lift and generator operations, etc. and obtaining and/or renewing all necessary permissions and licenses. The Unit Owners including the Purchaser and/or the Association shall take steps and get transferred all necessary permissions and licenses in their names including lift license, generator license, fire licence, etc. and the Owner and the Developer shall sign necessary papers upon being requested by them in writing. In case of any default or negligence and/or in the event of any accident taking place subsequent to the date of handing over of maintenance, neither the Owner nor the

Developer and/or their directors, employees or agents shall have any liability or responsibility whatsoever under any circumstance.

- 10.13 It is expressly agreed and understood by the parties that the Owner has nothing to do with the development and/or providing of Common Portions & Facilities and as such at no time, whether before or after the date of handing over of maintenance to the Maintenance Agency, the Owner or any of their directors, employees or agents shall have any liability, obligation or responsibility whatsoever under any circumstances in respect of any of the matters mentioned in Clause 10.12 above.

11. Default

- 11.1 Failure to make payment of any amount payable by the Purchaser under this Memorandum on account of the Agreed Consideration and/or the Additional Payments and/or Deposits or otherwise within the specified time, or within 15 days of demand if no time is specified, shall amount to a default and the consequences mentioned in the **Ninth Schedule** hereto shall follow.
- 11.2 Failure to perform or comply with any of the terms, conditions, covenants, undertakings, stipulations, restrictions, prohibitions and obligations of the Purchaser or any breach or default regarding any of them shall amount to a default on the part of the Purchaser and the consequences mentioned in the **Ninth Schedule** hereto shall follow.
- 11.3 The Rights on Purchaser's Default mentioned in the **Ninth Schedule** hereto are independent of each other and not alternative to each other and more than one of the said rights may be simultaneously exercised and/or enforced by the Owner and/or the Developer regarding any default on the part of the Purchaser.

12. Force Majeure

The Owner and/or the Developer shall not be held responsible for any consequences or liabilities if the Owner and/or the Developer are prevented from meeting their obligations herein due to Force Majeure or reasons beyond their control. Any delay by the Owner and/or the Developer due to Force Majeure or reasons beyond the control of the Owner and/or the Developer shall result in suitable extension of time without any liability of the Owner and/or the Developer.

13. Miscellaneous

- 13.1 The Project and the Buildings to be constructed at the Premises have been named "PRATHAM" and the same shall always be known by the said name. Neither the Purchaser and/or the other Unit Owners nor the Association shall be entitled to change the said name and its logo, if any, under any circumstances whatsoever.
- 13.2 This Memorandum records the finally agreed terms and conditions between the parties and all previous oral or written assurances, representations, brochures, offerings, advertisements, documents, understandings, correspondence and/or negotiations, if any, are and shall stand superceded and be invalid and not binding and the same cannot be relied upon in any manner whatsoever. Any mutual

modification or variation of any term or condition recorded in this Memorandum shall be valid only if the same is made in writing by all the parties hereto.

- 13.3 The transaction contemplated herein is a single transaction of sale and purchase of the said Flat Unit and does not constitute any Party to be the agent of the other Party and no form of service is contemplated. It is further hereby expressly intended and agreed by and between the parties hereto that nothing herein contained shall be construed to be a "Works Contract" and it is hereby further intended and agreed by and between the parties hereto that in the event the Owner and the Developer are liable to make payment of any Sales Tax, VAT, Works Contract Tax, Service Tax, Goods & Service Tax or any other statutory tax, duty or levy in respect of this Memorandum or the transfer of the said Flat contemplated hereby, the Purchaser shall be liable to and has agreed to make payment of the same at or before taking possession of the said Flat Unit or the execution of the Deed of Conveyance whichever is earlier.
- 13.4 The Parties shall keep confidential all non-public information and documents concerning the transaction contemplated herein, unless compelled to disclose such information/documents by judicial or administrative process or by other requirements of law.
- 13.5 Non enforcement of any right by the Owner and the Developer or any indulgence granted by the Owner and the Developer to the Purchaser or any other Unit Owner shall not amount to any waiver of any of the rights of the Owner and the Developer.
- 13.6 If at any time there be imposition of or enhancement of any tax, duty, levy, surcharge or fee (including service tax) under any statute or regulation on the Premises, the Buildings and/or the said Flat Unit or on the construction or transfer of the said Flat Unit or any portion thereof (whether payable to the concerned authority by the Owner, the Developer or the Purchaser) the same shall be borne and paid by the Purchaser wholly in respect of the said Flat Unit and proportionately in respect of the Premises and the Buildings, without raising any objection thereto. The Owner and the Developer shall not be liable for the same or any portion thereof under any circumstances whatsoever. The Purchaser shall make such payment within 7 (seven) days of demand being made by the Owner and/or the Developer and/or the concerned authority.
- 13.7 The terms and conditions between the parties have been agreed at and this Memorandum is being executed at the office of the Developer within the jurisdiction of the Hon'ble High Court at Calcutta.
- 13.8 The Purchaser shall have no connection whatsoever with the other Unit Owners and there shall be no privity of contract or any agreement or arrangement as amongst the Purchaser and the other Unit Owners (either express or implied) and the Purchaser shall be responsible to the Owner and the Developer for fulfillment of the Purchaser's obligations irrespective of non-compliance by any other Unit Owner.
- 13.9 In case of any material defect in the construction of the said Flat (excluding any purchased materials and/or items and any defect arising due to any act or omission on the part of the Purchaser or the Purchaser's agents or any other Unit Owner or the Association or any other third parties), being noticed by the Purchaser within 12 months from the Date of Possession, then the same shall be brought to the notice of the Developer by the Purchaser. The Developer shall

refer the same to the Architects who shall decide whether the Developer is liable to make any rectification or repairs. The decision of the Architect shall be final and the Purchaser has agreed to accept the same without any objection. The Developer shall, if required by the Architect, rectify the defect at its own cost. The Developer shall not have any liability and/or responsibility regarding the same after making such rectification.

- 13.10 If the Purchaser is a resident outside India, then it shall be the Purchaser's sole obligation and liability to comply with the provisions of all applicable laws including Foreign Exchange Management Act, 1999 (FEMA) and all other necessary requirements, rules, regulations, guidelines, etc. of the government or any other authority from time to time, including those pertaining to remittance of payment for acquisition of immovable properties in India. The Purchaser shall also furnish the required declaration/documents to the Developer on the prescribed format, if necessary. All refunds, if any, to Non-Resident Indians (NRI) and foreign citizens of Indian origin, shall however, be made in Indian Rupees.
- 13.11 The Unit Owners shall be entitled to take housing loans for the purpose of acquiring Units in the Project from banks, institutions and entities granting such loans provided that such loans are in accordance with and subject to this Memorandum. The Owner and the Developer shall, if required by the Purchaser, render co-operation for obtaining such housing loans.
- 13.12 The Purchaser shall be responsible for and shall keep the Owner, the Developer and the Maintenance Agency indemnified of from and against all damages, claims, demands, costs, charges, expenses and proceedings occasioned relating to the Premises or any part of the Buildings or to any person due to any negligence or any act deed thing or omission made done or occasioned by the Purchaser and shall keep the Owner, the Developer and the Maintenance Agency indemnified of from and against all actions claims proceedings costs expenses and demands made against or suffered by the Owner, the Developer and the Maintenance Agency as a result of any act, omission or negligence of the Purchaser or the servants, agents, licensees, invitees or visitors of the Purchaser and/or any breach or non-observance by the Purchaser of the Purchaser's covenants and/or any of the terms herein contained.
- 13.13 Under no circumstances interest shall be payable by the Developer on any payment or deposit received by the Developer under this Memorandum or in pursuance hereof whether by way of Agreed Consideration, Additional Payments, Deposits and/or otherwise.
- 13.14 If any provision of this Memorandum or the application thereof, to any circumstance, shall be invalid or unenforceable to any extent, the remainder of this Memorandum shall not be affected thereby and each provision of this Memorandum shall be valid and enforceable to the fullest extent permitted by law. If any such provision is so held to be invalid, illegal or unenforceable, the Parties hereto undertake to use their best efforts to reach a mutually acceptable alternative to give effect to such provision in a manner, which is not invalid, illegal or unenforceable.
- 13.15 This Memorandum has been prepared in triplicate. The original of this Memorandum has been signed by the Owner and the Developer at the request of the Purchaser and has been made over to the Purchaser who has committed himself and/or has assumed the complete responsibility and obligation to make

payment of the appropriate stamp duty and/or make payment of any deficiency in the stamp duty payable in respect thereof and in no event the Owner and/or the Developer shall be liable and/or responsible for the same. If at any time the Purchaser shall require this Memorandum to be registered, then and in that event upon fourteen days prior written notice being given by the Purchaser the Owner and the Developer shall remain present at the appropriate registration office to admit the execution of the original of this Memorandum that is being handed over to the Purchaser. In case of any failure on the part of the Purchaser in getting this Memorandum properly stamped and/or if the Owner and the Developer are required to provide this Memorandum in evidence, then any amount which may become payable on account of deficient stamp duty, registration charges, penalty and interest shall be paid, borne and discharged by the Purchaser and the Purchaser hereby indemnifies and has agreed to keep saved harmless and indemnified the Owner and the Developer of from and against all costs, charges, claims, liabilities, obligations, actions, penalty, suits and proceedings whatsoever in the event of the Owner and the Developer being saddled with any claim, liability or obligation whatsoever relating to stamp duty, registration fees, penalty and/or interest. In case of cancellation / termination of this Memorandum for any reason whatsoever, the Purchaser shall not be entitled, under any circumstances whatsoever, to make any claim from the Owner and/or the Developer on account of stamp duty and/or registration fees and/or legal fees and/or service tax thereon paid by the Purchaser. The duplicate and triplicate copies of this Memorandum shall be retained by the Owner and the Developer respectively.

14. NOTICES

All notices shall be sent by registered post or speed post with acknowledgment due at the last notified address of the addressee and shall be deemed to be served on the fourth day after the date of such despatch.

15. DISPUTE RESOLUTION

In case of any dispute or difference amongst or between any of the parties hereto arising out of and/or relating to and/or connected with the said Flat Unit and/or this Memorandum or any term or condition herein contained and/or relating to interpretation thereof, any party shall be entitled to refer the same to the arbitration of a sole Arbitrator to be appointed by Mr. R. Ginodia, Advocate of 7C, Kiran Shankar Roy Road, Kolkata. Any fresh or new appointment of an Arbitrator that may be necessary shall also be made by Mr. R. Ginodia. The arbitration shall be held at Kolkata in accordance with the Arbitration and Conciliation Act, 1996 as amended from time to time. The parties have agreed that the sole Arbitrator shall not be bound to follow the rules of evidence and shall have summary powers and may make interim orders and Awards and/or non-speaking Awards, whether interim or final. The Award/Awards made by the Arbitrator shall be final and the parties agree to be bound by the same.

THE FIRST SCHEDULE ABOVE REFERRED TO :**“Premises”**

ALL THAT the piece or parcel of land measuring about 253 cottahs and 6 chittacks be the same a little more or less together with structures constructed thereon comprised in Premises No. 26, Barrackpore Trunk Road, Kolkata- 700 058 under Police Station Belghoria within Ward no. 8 of the Kamarhati Municipality and butted and bounded in the manner following that is to say :-

- On the North** : By Prasad Nagar Housing Complex, being premises No. 27, Barrackpore Trunk Road;
- On the East** : Partly by Barrackpore Trunk Road and partly by premises No. 24, Barrackpore Trunk Road;
- On the South** : Partly by vacant portion of 26, Barrackpore Trunk Road and partly by vacant land; and
- On the West** : Partly by Municipal Lane and partly by premises No. 24, Barrackpore Trunk Road.

OR HOWSOEVER OTHERWISE the same may be butted bounded called known numbered described or distinguished.

THE SECOND SCHEDULE ABOVE REFERRED TO :**PART-I****“SAID FLAT”**

ALL THAT the residential Flat No. [REDACTED], on the [REDACTED] Floor of Part No [REDACTED] of Block [REDACTED] measuring about [REDACTED] square feet built-up area (including Store Room measuring about [REDACTED] square feet built up area on the seventeenth floor) which is equivalent to super built-up area of [REDACTED] square feet **together with one Open Terrace measuring about [REDACTED] square feet** (including Store Room measuring about [REDACTED] square feet super built up area on the seventeenth floor) in the Project named “**PRATHAM**” to be constructed at said Premises, as described in First Schedule hereinabove and delineated on the **Plan** attached hereto and bordered in **RED** colour thereon.

PART-II**“SAID PARKING SPACE”**

ALL THAT the right to park:

- (i) [REDACTED] medium-sized car in the covered car parking space at such place in the basement of the said premises as may be allotted by the Developer at the time of handing over of possession; and/or
- (ii) [REDACTED] medium-sized car in the covered car parking space at such place in the ground floor of the said premises as may be allotted by the Developer at the time of handing over of possession; and/or
- (iii) [REDACTED] medium-sized car in the open car parking space at such place in the open

spaces surrounding the Buildings as may be allotted by the Developer at the time of handing over of possession;

PART-III

The Developer shall subject to force majeure, endeavour to make the said Flat ready for delivery of possession within 48 (Forty Eight) months from the date of commencement of work with a grace period of 12 (twelve) months.

THE THIRD SCHEDULE ABOVE REFERRED TO

PART-I

“AGREED CONSIDERATION”
(payable to the Developer)

	<u>Amount</u>
Consideration for the said Flat Unit.	Rs. _____ /-
(Rupees _____ Only)	Rs. _____ /-

Applicable Service tax and any other tax, duty, levy, etc., if applicable, on the above amounts shall be paid by the Purchaser in addition to the above.

Upon construction being made, in case of there being any variation in the Built-up Area of the said Flat as per the measurement certified by the Architects, then the Agreed Consideration shall stand proportionately increased or decreased, as the case may be.

PART-II

“FIXED ADDITIONAL PAYMENTS”	
(a)	Cost of obtaining and providing electricity connection to the Premises payable by the Purchaser at the agreed rate of Rs. 55/- (Rupees fifty five only) per square feet of Super Built-up Area of the said Flat.
(b)	Installation of generator for the Common Portions & Facilities and for providing power to the said Flat (as mentioned below) at an agreed rate of Rs. 25/- per square feet of the Super Built up Area of the said Flat. 2BHK - 500W, 3BHK - 750W, 4BHK - 1000W
(c)	Legal fees payable to the Project Advocates shall be a sum of Rs. 30,000/- in the manner mentioned in Part-III (b) below.
(d)	Fixed Maintenance Charges for the 1st year at the rate of Rs. 2.50 p per square feet per month of Super Built-up Area of the said Flat for a period of 12 months, that is, total Rs. 30/- per square feet of Super Built-up Area.

Applicable Service tax and any other tax, duty, levy, etc., if applicable, on the above amounts shall be paid by the Purchaser in addition to the above.

PART-III**“PAYMENT SCHEDULE”**

- (a) The Agreed Consideration mentioned in **Part I** of the **Third Schedule** is to be paid to the Developer in the following manner:

	Percentage of Agreed Consideration	Amount (Rs.)
On or before execution of this Memorandum	20%	/-
On Completion of Piling	10%	
On Completion of 2nd Floor Casting of the concerned building of Block 1	10%	/-
On Completion of 5th Floor Casting of the concerned building of Block 1	10%	/-
On Completion of 9th Floor Casting of the concerned building of Block 1	10%	/-
On Completion of 13th Floor Casting of the concerned building of Block 1	10%	/-
On Completion of 16th Floor Casting of the concerned building of Block 1	10%	/-
On Completion of brick work of the said Flat of the concerned building of Block 1	10%	/-
On Completion of Flooring of the said Flat of the concerned building of Block 1	5%	/-
At or before Date of Possession of the said Flat or within 15 days of the Possession Notice whichever is earlier.	5%	/-
Total	100%	/-

- (b) The Fixed Additional Payments mentioned in clauses (a) and (b) of **Part II** of the **Third Schedule** is to be paid to the Developer in the following manner:

	Amount
a) On Completion of Piling	Rs. /-
b) At or before Date of Possession of the said Flat or within 15 days of the Possession Notice, whichever is earlier.	Rs. /-
Total	Rs. /-

- (c) The Legal Fees mentioned in **Part II** of the **Third Schedule** is to be paid by the Purchaser in the following manner:

	Amount
On or before execution of this Memorandum.	Rs. 15,000/-
At or before Date of Possession of the said Flat or within 15 days of the Possession Notice, whichever is earlier.	Rs. 15,000/-
	Rs. 30,000/-

In respect of each installment of payment of the Legal Fees, the Purchaser shall issue cheques for the above amounts in the name of Messrs. R. Ginodia & Co., Advocates.

- (d) The Fixed Maintenance Charges mentioned in **Part II** of the **Third Schedule** is to be paid by the Purchaser to the Developer at or before Date of Possession of the said Flat or within 15 days of the Possession Notice, whichever is earlier.

Applicable Service tax and any other tax, duty, levy, etc., if applicable, on the above amounts shall be paid by the Purchaser in addition to the above.

THE FOURTH SCHEDULE ABOVE REFERRED TO

PART I

“Variable Additional Payments”

Section A: Payable wholly by the Purchaser

- (a) Additional consideration payable in case there be any increase in area of the said Flat upon construction being made and the measurement being certified by the Architects. Such additional consideration shall be calculated at the same rate at which the Agreed Consideration has been computed. Similarly, in case there be any decrease in area of the said Flat upon construction being made and the measurement being certified by the Architects, the Agreed Consideration shall be reduced on the same basis.
- (b) Price, cost, charges and expenses levied for any additional or extra work done and/or any additional amenity or facility provided and/or for any changes, additions, alterations or variation made in the said Flat, the Buildings, the said Property, the Project and/or the agreed Specifications, including the costs, charges and expenses for revision of the Plans.
- (c) Sales tax, VAT, service tax, works contract tax, G.S.T., betterment and/or development charges and any other tax, duty levy or charge that may be imposed or charged, if any, in connection with construction or transfer of the said Flat Unit in favour of the Purchaser.
- (d) Stamp duty and registration fee and all other taxes, levies and other allied expenses relating to this Memorandum, the Deed of Conveyance and all other papers and documents that may be required to be executed and/or registered in pursuance hereof and/or relating to the said Flat Unit and any additional/deficit stamp duty,

additional/deficit registration fee, penalty, interest or any other levy, if any, that may be imposed in this regard at any time together with miscellaneous expenses for registration of each document.

- (e) Any income tax liability that may become payable by the Developer and/or the Owner due to there being any difference between the market valuation of the said Flat Unit as per the Registration Authorities and the Agreed Consideration payable by the Purchaser and/or his nominees, assignees etc. shall be compensated by the Purchaser and/or his nominees, assignees, etc. who shall pay to the Developer and/or the Owner the agreed compensation equivalent to such income tax liability on such difference at the highest applicable tax rate at the prevailing time and any interest and/or penalty in respect thereof. Such payment shall be made by the Purchaser and/or his nominees, assignees within 15 days of demand by the Owner and/or the Developer and such liability and obligation shall continue even after handing over of possession and/or execution and registration of the Deed of Conveyance.

Section B: Payable proportionately by the Purchaser to the Developer

Proportionate share of costs, charges and expenses for :

- (a) Formation of the Association for the Common Purposes.
- (b) Betterment and/or development charges or other levies that may be charged regarding the Premises or the Buildings or the construction in terms hereof.
- (c) Providing any additional or special provision, fitting or amenity in the Buildings and/or the Premises.

The amounts of the aforesaid Variable Additional Payments shall be quantified by the Owner/Developer at the appropriate time and the Purchaser has agreed and undertaken to pay the same within 15 (fifteen) days of demand without raising any objection whatsoever regarding the same.

Applicable Service tax and any other tax, duty, levy, etc., if applicable, on the amounts payable under this Schedule shall be paid by the Purchaser in addition to the above.

PART II

“Deposits”

- (a) Deposit/Advance for Maintenance for the 2nd year at the rate of Rs. 2.50p per square feet per month of Super Built-up Area of the said Flat for a period of 12 months, that is, total Rs. 30/- per square feet of Super Built-up Area.
- (b) Deposit for Municipal Taxes at the rate of Rs. 20/- per square feet of Super Built-up Area of the said Flat.
- (c) Deposit for electric supply/ individual meter for the said Flat as per actuals payable to the electricity supply authority.
- (d) Deposit for any other item in respect of which payment is to be made by the

Purchaser under Part-I of this Schedule.

The amounts of Deposits under item nos. (c) and (d) above shall be quantified by the Developer at the appropriate time and the Purchaser has agreed and undertaken to pay the same within 7 (seven) days of demand without raising any objection whatsoever regarding the same. The Deposit under Item Nos. (a) and (b) shall be paid by the Purchaser to the Developer at or before the Date of Possession of the said Flat Unit or within 15 days of the Possession Notice, whichever is earlier.

Applicable Service tax and any other tax, duty, levy, etc., if applicable, on the above amounts shall be paid by the Purchaser in addition to the above.

THE FIFTH SCHEDULE ABOVE REFERRED TO :

“Common Portions & Facilities”

Part-I

“Common Areas and installations for all Unit Owners of both residential Flats and Commercial Spaces”

1. Common drains, sewers and pipes from the Units to drains and sewers to the municipal drain
2. Common water reservoir, water tank, water pipes
3. Wire and accessories for lighting of Common Portions & Facilities
4. Room for darwan/security guard/caretaker’s office in the ground floor of the Premises
5. Boundary walls
6. Fire fighting system/control room
7. Rainwater Harvesting Tank
8. Entrance and exit gates of the Premises
9. Cabling for Cable TV

Part-II

“Common Areas and installations for Unit Owners of residential Flats “

1. Community Centre/Club in one of the buildings having facilities and/or provision for gymnasium
2. All lobbies, common passages and staircases of the buildings and common paths in the Premises
3. Lift Machine Room, Lift machinery and lift pits

4. Generator Room for stand-by power for lobbies, common lights, lifts and pumps as also for supply to the Flats Unit as per respective agreement with the Unit Owners.
5. Common Staff Toilet on the ground floor.
6. Electrical Installations including meters, transformer and/or substation that may be installed for receiving electricity from the body supplying electricity
7. CCTV surveillance for the common Portions & Facilities
8. Lawn/landscaped area with separate children plying area.
9. Paths passages and open spaces in the buildings other than those intended to be reserved for parking of medium-sized cars marked by the Developer for use of any Unit Owners.
10. Common staff toilet on the ground floor.
11. Only Common Roof Area shall form part of the Common Portions & Facilities. The Private Roof Areas shall belong to the Owner and/or the Developer with exclusive right and entitlement to use, enjoy and transfer the same absolutely without the Purchaser or anyone else having any right, title, interest, claim or entitlement whatsoever in respect of the same as fully mentioned elsewhere in this Memorandum.

Part-III

“Common Areas and installations for Unit Owners of Commercial Spaces only”

1. Electrical installations relating to meter, transformer and sub-station for receiving electricity from the body supplying electricity.
2. Generator Room for stand-by power for commercial Unit
3. Lift and staircases for the Commercial Unit of the Buildings
4. Parking Spaces in the Building intended to be reserved for parking of medium sized cars marked by the Developer for use of Commercial Units
5. Common staff toilet on the ground floor
6. CCTV surveillance for the common area
7. Only Common Roof Area shall form part of the Common Portions & Facilities. The Private Roof Areas shall belong to the Owner and/or the Developer with exclusive right and entitlement to use, enjoy and transfer the same absolutely without the Purchaser or anyone else having any right, title, interest, claim or entitlement whatsoever in respect of the same as fully mentioned elsewhere in this Memorandum.

Notwithstanding anything contained elsewhere herein the contents of this Schedule and the rights in respect of the Common Portions & Facilities are subject to the reservations and/or the rights of the Owner and the Developer under this Memorandum.

Notwithstanding anything contained elsewhere in this Memorandum, the Purchaser shall be entitled to common use and share in the Common Portions & Facilities mentioned in **Part-I** and **Part-II** only and shall not have any right title or interest whatsoever in the Common Portions & Facilities mentioned in **Part-III** above.

PART- IV

“COMMON EXPENSES”

1. **Association:** Establishment and all other capital and operational expenses of the Association.
2. **Common Utilities:** All charges and deposits for supply, operation and maintenance of common utilities.
3. **Electricity:** All charges for the electricity consumed for the operation of the common machinery and equipment.
4. **Litigation:** After handing over of possession all litigation expenses incurred for the common purposes and relating to common use and enjoyment of the Common Portions & Facilities.
5. **Maintenance:** All costs for maintaining, operating, replacing, repairing, white-washing, painting, decorating, re-decorating, re-building, re-constructing, lighting and renovating the Common Portions & Facilities of the Premises, including the exterior or interior (but not inside any Unit) walls of the Buildings.
6. **Operational:** All expenses for running and operating all machinery, equipments and installations comprised in the Common Portions & Facilities of the Premises, including lifts, generator, changeover switches, CCTV, if any, EPABX if any, pumps and other common installations including, their license fees, taxes and other levies (if any) and expenses ancillary or incidental thereto and the lights of the Common Portions & Facilities of the Premises.
7. **Rates and Taxes:** Municipal Tax, surcharge, Multistoried Buildings Tax, Water Tax and other levies in respect of the Buildings and/or the Premises save those separately assessed on the Purchaser.
8. **Staff:** The salaries of and all other expenses on the staff to be employed for the Common Purposes, viz. manager, caretaker, clerks, security personnel, liftmen, sweepers, plumbers, electricians etc. including their perquisites, bonus and other emoluments and benefits.

THE SIXTH SCHEDULE ABOVE REFERRED TO :

“Specifications”

Structure:	Earthquake resistant reinforced concrete cement structure
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Walls:	Bricks with advanced AAC technology
Doors:	Door frame: Seasoned and treated wood. Main door: Solid core flush door with Godrej or equivalent lock Internal doors: Solid core flush with stainless steel lock
Flooring :	Bedrooms : Good quality vitrified tiles Living/Dining : Good quality vitrified tiles Entrance Lobbies : Granite/Marble/vitrified tiles
Windows:	Fully glazed naturally anodised aluminium
Air-conditioning:	Split AC provisions in living, dining and all bedrooms with connection to A.C. ledge. Air-conditioners to be purchased by the Transferees at their own costs.
Water Supply:	Filtered Water Supply from captive and deep tubewells.
Common lighting:	Overhead illumination for compound and common area lighting. Ample illumination in all lobbies, staircase and common areas.
Ground lobby:	Well decorated Ground Floor lobby
Lifts:	2 nos. High speed lifts of at least 12 PAX in each Tower (Otis or equivalent make)
Car Park :	Car parking provisions for medium-sized cars on first come first serve basis at extra cost payable by the Transferees. Provision for parking of Visitor's and Doctor's medium-sized Car for temporary periods.
Security:	CCTV at Ground Floor level with Central Surveillance for round the clock security.
Generator:	Standby Generator power back-up at extra cost payable by the Transferees. For apartments:2BHK - 500W, 3BHK - 750W, 4BHK - 1000W For common areas and services.
Fire safety:	Fire -fighting equipment as per applicable norms.
Telephone point :	Provision for Cable TV, Telephone and broadband wiring in Bedrooms & Living room.

THE SEVENTH SCHEDULE ABOVE REFERRED TO :

“RIGHTS OF THE OWNER, THE DEVELOPER & MAINTENANCE AGENCY”

- a) Apportionment of any liability of the Purchaser in respect of any expenses, taxes, dues, levies or outgoings payable by the Purchaser pursuant to this Memorandum or otherwise shall be done by the Developer whose decision shall be final and binding on the Purchaser.
- b) The Maintenance Charges payable by the Purchaser with effect from the Date of Possession, shall be payable on a monthly basis on the basis of the bills to be raised by Developer / Maintenance Agency (upon formation), such bills being conclusive proof of the liability of the Purchaser in respect thereof. The Maintenance Charges shall be decided by the Developer from time to time subject to a minimum of Rs. 2.5/- per square feet of super built-up area per month for the said Flat for the first one year.
- c) The Maintenance Agency shall be entitled to revise and increase the Maintenance Charges from time to time and the Purchaser shall not be entitled to object thereto.
- d) The Purchaser shall, without raising any objection in any manner whatsoever and without claiming any deduction or abatement whatsoever, pay all bills raised by Developer/Maintenance Agency (upon formation), within the prescribed due date, failing which the Purchaser shall pay interest @ 1.5% (one point five percent) per month or part thereof (compoundable quarterly), for the period of delay, computed from the date the payment became due till the date of payment, to Developer / Maintenance Agency (upon formation), as the case may be. The Purchaser also admits and accepts that apart from the above. the Maintenance Agency shall be entitled to withdraw, withhold, disconnect or stop all or any services, facilities and utilities to the Purchaser and/or the said Flat Unit including water supply, electricity, user of lift etc., in case of default in timely payment of the Maintenance Charges, Electricity Charges, Municipal taxes, Common Expenses and/or other payments by the Purchaser after giving 15 days notice in writing.

THE EIGHTH SCHEDULE ABOVE REFERRED TO

“PURCHASER’S COVENANTS”

1. On and from the Date of Possession, the Purchaser has agreed undertaken and covenanted to:
 - a) comply with and observe the rules, regulations and bye-laws framed by the Maintenance Agency from time to time;
 - b) permit the Maintenance Agency and its men agents and workmen to enter into the said Flat for the Common Purposes or the Project;
 - c) deposit the amounts for various purposes as required by the Developer and/or the Maintenance Agency;
 - d) use and occupy the said Flat only for the purpose of residence and shall not be entitled to and shall not kill, slaughter or otherwise harm or injure animals,

livestock or birds etc. within the Building and/or the said Premises or on any portion thereof;

- e) use the Common Portions & Facilities without causing any hindrance or obstruction to other Unit Owners and occupants of the Buildings;
- f) keep the said Flat and party walls, sewers, drains pipes, cables, wires, entrance and main entrance serving any other Flat in the Buildings and/or in the Premises in good and substantial repair and condition so as to support shelter and protect and keep habitable the other Flats and parts of the Buildings;
- g) in particular and without prejudice to the generality of the foregoing, not to make any form of alteration in or cut or damage the beams and columns passing through the said Flat or the Common Portions & Facilities for the purpose of fixing, changing or repairing the concealed wiring and pipelines or otherwise;
- h) use and enjoy the Common Portions & Facilities only to the extent required for ingress to and egress from the said Flat of men, materials and utilities;
- i) sign and deliver to the Developer all papers applications and documents for obtaining separate electric meter or electricity connection for and in respect of the said Flat from the Electricity Supply Agency in the name of the Purchaser and until the same be obtained, the Developer shall provide or cause to be provided reasonable quantum of electricity from its own sources and install at the cost of the Purchaser an electric sub-meter in or for the said Flat and the Purchaser shall pay all charges for electricity shown by such sub-meter as consumed in or relating to the said Flat;
- j) be obliged to draw electric lines/wires, television cables, broadband data cables and telephone cables to the said Flat only through the ducts and pipes provided therefor, ensuring that no inconvenience is caused to the Developer or to other Transferees. The main electric meter shall be installed only at the common meter space. The Purchaser shall under no circumstances be entitled to affix, draw or string wires, cables or pipes from, to or through any part or portion of the Buildings, the Premises and outside walls of the Buildings save in the manner indicated by the Developer /Maintenance Agency (upon formation)
- k) bear and pay the Common Expenses and other outgoings in respect of the Premises proportionately and the said Flat Unit wholly;
- l) pay Municipal and all other rates taxes levies duties charges and impositions outgoings and expenses in respect of the Buildings and the Premises proportionately and the said Flat Unit wholly and to pay proportionate share of such rates and taxes payable in respect of the said Flat Unit until the same is assessed separately by the Municipality;
- m) pay for other utilities consumed in or relating to the said Flat Unit;
- n) allow the other Unit Owners the right to easements and/or quasi-easements;
- o) regularly and punctually make payment of the Common Expenses, Maintenance Charges, Electricity Charges, Municipal Taxes and other payments mentioned herein within seven days of receipt of demand or relevant bill, whichever be earlier;

- p) to make payment of applicable Service Tax that may be payable in respect of all amounts to be paid by the Purchaser to the Developer, the Maintenance Agency and/or Association in terms of this Agreement as also to pay all others taxes payable by the Purchaser in terms of this Agreement; and
 - q) observe and comply with such other covenants as be deemed reasonable by the Developer for the Common Purposes.
 - r) No Bird or animal shall be kept or harboured in the Common Portions/common areas of the Premises. In no event shall unaccompanied dogs and other pets be permitted inside the lifts or in any of the Common Portions of the Premises.
2. On and from the Date of Possession, the Purchaser has agreed and covenanted:
- a) not to put any nameplate or letter box or neon-sign or board in the Common Portions & Facilities or on the outside wall of the Buildings save at the place as be approved or provided by the Developer Provided However That nothing contained herein shall prevent the Purchaser to put a decent nameplate on the outface of the main door of the said Flat;
 - b) not to open out any additional window or fix any grill box or grill or ledge or cover or any other apparatus (including Dish TV or DTH or other Antenna) protruding outside the exterior of the said Flat or any portion thereof and not to change the design of balcony railings, window grills, and/or change the outer elevation of the said Flat or the Building under any circumstance;
 - c) not to do or permit to be done any act deed or thing which may render void or voidable any policy of Insurance on any Flat or any part of the Buildings or the Premises or may cause any increase in the premium payable in respect thereof;
 - d) not use the lifts in case of fire.;
 - e) not to decorate the exterior of the Buildings otherwise than in the manner agreed by the Developer in writing or in the manner as near as may be in which it was previously decorated;
 - f) not to deposit or throw or permit to be deposited or thrown any rubbish or refuse or waste or garbage in or around the staircase, lobby, landings, lift or in any other common areas or installations of the Buildings;
 - g) not to store or allow any one to store any goods articles or things in or around the staircase lobby landings or other common areas or installations of the Buildings;
 - h) not to commit or permit to be committed any alteration or changes in pipes, conduits, cables and other fixtures and fittings serving the other Flats in the Buildings;
 - i) not to obstruct any development or further development or additional vertical/horizontal or other constructions which may be made by the Developer;
 - j) not to object to or hinder further/additional vertical or other constructions or to the resultant variation in the said Undivided Share and the Purchaser shall not object to the changes and/or inconvenience caused due to the construction being made by the Developer from time to time even after the Date of Possession;

- k) not to shift or obstruct any windows in the said Flat or the Buildings;
 - l) not cover the Common Portions, fire exits and balconies/terraces (if any) of the Said Flat;
 - m) not to permit any new window light opening doorway path passage drain or other encroachment or easement to be made or acquired in against out of or upon the said Flat without the prior consent in writing of the Developer and/or the Association;
 - m) not hang or cause to be hung clothes from the balconies of the Said Flat;
 - n) not to park or allow anyone to park any car at any place other than the space earmarked for parking car(s) of the Purchaser;
 - o) not to let out or part with possession of the parking space, if so agreed to be acquired by the Purchaser hereunder, independent of the said Flat and to use the same only for the purpose of parking of a medium-sized motor car;
 - p) Not to install any air-conditioner except at the spaces that may be specified by the Developer for installation of the Window type air-conditioner and/or Outdoor Unit of Split air-conditioner and at no point of time to change the position or arrangement for the installation of air-conditioner without prior written consent of the Developer or the Association;
 - q) not to claim any right, title, interest or entitlement whatsoever over and/or in respect of any portion of the Buildings and the Premises not forming part of the Common Portions & Facilities;
 - r) not to claim any right, title, interest or entitlement whatsoever over and/or in respect of any of Open Terraces in the Buildings and the Premises save and except the said Open Terrace, if mentioned in **Part-I** of the **Second Schedule** hereto;
 - s) not to claim any right, title, interest, or entitlement whatsoever in the Private Roof Area and the Commercial Unit; and
 - t) not to interfere in any manner with the Private Roof Area Rights of the Owner and the Developer and/or their respective transferees (along with their guests and visitors) in respect of Private Roof Area including the transfer of such rights and entitlements and/or do anything that may be contrary to Clause 9.6
 - u) not to interfere in any manner with the right, title, interest or entitlement of the Owner and the Developer and/or their transferees in respect of other Flat Units; and
 - v) not to do anything that may be contrary to the terms, conditions, restrictions, stipulations and covenants contained in this Memorandum.
3. The Purchaser has agreed, undertaken and covenanted not to make or cause any objection interruption interference hindrance obstruction or impediment for any reason or in any manner whatsoever relating to the Project or the construction and completion of the Buildings by the Owner and the Developer including any further constructions, additions or alterations that may be made from time to time.

4. The Purchaser has agreed undertaken and covenanted not to question at any time the computation of the super built-up area of the said Flat Unit and not to claim or demand, under any circumstances whatsoever, details or calculations of the super built-up area.

THE NINTH SCHEDULE ABOVE REFERRED TO

“RIGHTS ON PURCHASER’S DEFAULT”

- a) In case of default/delay in making payment of any amount payable under this Memorandum (including in particular the Third, Fourth and Eighth Schedules hereto) or otherwise by the Purchaser to the Developer, this Memorandum shall at the option of the Developer, stand cancelled and/or terminated.
- b) In case of there being a failure refusal, neglect, breach or default on the part of the Purchaser to perform or comply with any of the terms, conditions, covenants, undertakings, stipulations, restrictions, prohibitions and/or obligations, then the Developer shall be entitled to issue a Notice to the Purchaser calling upon the Purchaser to rectify and/or make good or set right the failure, neglect, refusal, breach or default within one month from the date of issue of the said Notice. If the Purchaser does not comply with the said Notice to the satisfaction of the Developer within the above time, then the Purchaser shall be liable to pay to the Developer compensation and/or damages that may be quantified by the Developer.
- c) In case of default in payment of any amount payable hereunder or otherwise and/or in case of the Purchaser not rectifying or making good any default, breach, failure, refusal or neglect, then in that event the Developer shall be entitled to cancel/terminate the Memorandum/Allotment.
- d) In case of termination of the Memorandum/Allotment, without prejudice to the other rights which the Owner and the Developer may have against the Purchaser, the Developer shall be entitled to deduct (a) a sum equivalent to 15 per cent of the Agreed Consideration, as pre-determined and agreed liquidated damages for cancellation of the Memorandum/Allotment together with service tax applicable thereon and (b) the Legal Fees payable/paid till that time by the Purchaser and the balance sum received by the Developer from the Purchaser shall be refunded to the Purchaser without any interest within a period of three month of termination. In the event of the Developer condoning such default/delay, the Purchaser shall be liable to pay interest at the rate of 18 (eighteen) per cent per annum compounded quarterly for the period of delay (computed from the date the payment became due till the date of payment). However, such right of condonation shall be at the sole discretion of the Developer.
- e) Upon cancellation/termination of the Memorandum /Allotment by the Owner and/or the Developer , all rights and/or claims of the Purchaser, if any, against the Owner and the Developer, the said Flat Unit, the Buildings and/or the Premises shall stand extinguished and the Owner and the Developer shall be entitled to transfer, deal with and dispose of in any manner the said Flat Unit to any person on such terms and conditions as may be deemed fit and proper by the Owner and the Developer and the Purchaser shall not be entitled to make or raise any objection, hindrance or claim regarding the same.

- f) If any act or omission of the Purchaser results in any interruption, interference, hindrance, obstruction, impediment or delay in the Project or the construction of the Buildings or any portion thereof including further constructions, additions and/or alterations from time to time and/or in the transfer, sale or disposal of any Flat or portion of the Buildings, then in that event the Purchaser shall also be liable to pay to the Developer compensation and/or damages that may be quantified by the Developer.
- g) Besides the aforesaid rights the Owner and the Developer shall also be entitled to enforce any other right to which the Owner and the Developer may be entitled to in law by reason of any default or breach on the part of the Purchaser.

TENTH SCHEDULE ABOVE REFERRED TO

(Devolution of Title)

- A. Deed of Conveyance dated 16th March, 2006 registered at the office of the Additional District Sub-Registrar, Cossipore Dum Dum in Book No. I Volume no. 291 Pages 329 to 358 Being No. 10574 for the year 2006 and made between Shri Narayan Mishra and Shekhar Iron Works Private Limited (therein jointly referred to as the Vendors) and the Owner herein (therein referred to as the Purchaser).
- B. The Premises is duly mutated in the name of the Owner in the records of the Kamarhati Municipality.

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

SIGNED AND DELIVERED by the
OWNER at Kolkata in the presence of:

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

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

DATED THIS _____ DAY OF _____ 2016

BETWEEN

RASIKA MERCHANDISE PRIVATE LIMITED

AND

DHOOT REALTORS PRIVATE LIMITED

AND

MEMORANDUM OF AGREEMENT FOR SALE

Flat No.	:	
Floor	:	
Part No.	:	
Block	:	

R. Ginodia & Co.
Advocates
7C, Kiran Shankar Roy Road,
Kolkata - 700 001.

DATED THIS DAY OF , 2016

BETWEEN

RASIKA MERCHANDISE PRIVATE LIMITED

AND

DHOOT REALTORS PRIVATE LIMITED

AND

MEMORANDUM OF AGREEMENT FOR SALE

Flat No.	:	
Floor	:	
Part No.	:	
Block	:	

**R. Ginodia & Co.
Advocates
7C, Kiran Shankar Roy Road
Kolkata – 700 001.**