

AGREEMENT

1. **Date:** _____
2. **Place:** Kolkata
3. **Parties:**

DJSS Realty Private Limited [PAN AADCD8870H] a company incorporated under the Companies Act, 1956 having its registered offices at 2, Rowland Road, Police Station Ballygunge, Kolkata-700020, being represented by its director Sanjiv Kumar Dabriwal [PAN ADEPD7510M] son of Dwarka Prasad Dabriwal, residing at 2, Rowland Road, Police Station Ballygunge, Kolkata-700020, hereinafter referred to as the **OWNER** (which expression shall unless excluded by or repugnant to the context be deemed to mean and include its successor and/or successors-in-interest and assigns) of the **ONE PART**

And

3.2 **Sole/First Applicant:**

Second Applicant

(**Buyer/(s)**, includes successors-in-interest).

Owner and Buyer collectively **Parties** and individually **Party**.

NOW THIS AGREEMENT WITNESSES, RECORDS, BINDS AND GOVERNS THE CONTRACTUAL RELATIONSHIP BETWEEN THE PARTIES AS FOLLOWS:

4. Subject Matter of Agreement

4.1 Transfer of Said Flat And Appurtenances: Terms and conditions for transfer of:

- 4.1.1 **Said Flat:** Residential Flat No. 3D on third floor, having carpet area measuring 462.11 (Four Hundred Sixty Two point Eleveen) square feet, more or less [corresponding to super built up area measuring 709 (Seven Hundred and Nine) square feet, more or less, pertinent to mention herein that, the super built up area has been mentioned herein shall be utilized for calculating maintenance only) more or less] more fully described in **Part-I** of the **2nd Schedule** below and delineated on the **Plan** annexed hereto and bordered in colour **Red** thereon (**Said Flat**) in the proposed blocks being, **Block-2, "TOPAZ" (Said Block)** forming part of the several independent blocks (which includes additions of blocks thereto from time to time "**Other Blocks**") of the project named "**IMPERIAL RIDDHI SIDDHI**" (**Project**), the Said Block being on a divided and demarcated portion of land comprised in R.S./L.R *Dag* No. 2,4 and 14, recorded in L.R. *Khatian* No. 3196, *Mouza* Daulatpur, J.L. No.79, Police Station Bishnupur, District South 24 Parganas, within the limits of Kulerdhari Gram Panchayet, more fully described in the **Part-I** of the **1st Schedule** below (**Said Property**, which includes extensions and additions of land made thereto from time to time).
- 4.1.2 **Land Share:** Subject to the provisions of Clause 6.1.1 below, undivided, impartible, proportionate and variable share in the land underneath the Said Block, comprised within the Said Property, as be attributable and appurtenant to the Said Flat (Land Share). The Land Share is/shall be derived by taking into consideration the proportion which the super built-up area of the Said Flat bears to the total super built-up area of the Said Block.

- 4.1.3 **Said Parking Space:** The right to park in the parking space/s described in **Part II** of the **2nd Schedule** below (**Said Parking Space**), if any.
- 4.1.4 **Share In Common Portions:** Undivided, impartible, proportionate and variable share and/or interest in the common areas, amenities and facilities of the Said Block and the Project as be attributable and appurtenant to the Said Flat (**Share In Common Portions**), the said common areas, amenities and facilities being described in the **3rd Schedule** below (collectively **Common Portions**, which includes extensions and additions of common areas, amenities and facilities made from time to time, if any).

The Said Flat, the Land Share, the Said Parking Space (if any) and the Share In Common Portions, collectively described in **Part III** of the **2nd Schedule** below (collectively **Said Flat And Appurtenances**).

5. Background

- 5.1 **Absolute Ownership:** The Owner has represented to the Buyer that the Owner is the absolute Owner of the Said Property, the manner of acquiring such ownership has been described in the **Part-II** of **1st Schedule** below, free from all encumbrances.
- 5.2 **Sanctioned Plan:** For the purpose of developing and commercially exploiting the Said Property by construction and selling various flats/spaces therein (collectively **Flats**), Owner has got a building plan sanctioned from South 24 Parganas *Zilla Parishad*, being Approval No. 488/618/KMDA dated 24th November, 2017 and from Kulerdhari *Gram Panchayet*, Bishnupur-I, South 24 Parganas (**Sanctioned Plans**, which includes all sanctioned/permmissible vertical/horizontal extensions and modifications made thereto, from time to time by South 24 Parganas *Zilla Parishad* or Kulerdhari *Gram Panchayet* or any other Authorities).
- 5.3 **Commencement of Construction:** The Owner has commenced construction work on the Said Property and has announced sale of Flats and Parking Spaces comprised in Blocks of the intending therein Project.
- 5.4 **Scheme:** The Owner formulated a scheme for sale of the Flats and Parking Spaces in the Said Block/Other blocks of the Project to prospective purchasers (**Intending Buyers**).
- 5.5 **Application and Allotment:** The Buyer has applied to the Owner for purchase of the Said Flat And Appurtenances and the Owner has provisionally allotted the same to the Buyer conditional upon the Buyer entering into this Agreement and fulfilling all terms and conditions hereof, without default.
- 5.6 **Agreement to Record:** Pursuant to the aforesaid application made by the Buyer and the provisional allotment made by the Owner, this Agreement is being entered into between the Parties for recording the conclusive and comprehensive terms and conditions (superseding all brochures, offerings, advertisements, documents [oral or in writing, express or implied] and understandings) for sale of the Said Flat And Appurtenances to the Buyer.

6. Conditions Precedent

6.1 **Acceptance of Conditions Precedent:** The Parties have accepted and agreed that the following are and shall be the conditions precedent to this Agreement:

6.1.1 **Understanding of Scheme by Buyer:** The undertaking and covenant of the Buyer that the Buyer has understood and accepted the under mentioned scheme of development of the Owner:

- (a) **Project Loan:** The owner has secured a project loan from State Bank of India, SME New Alipore Branch for developing the said Property.
- (b) **NOC from Said Bank:** The Owner shall provide No Objection Certificate of the said Bank, with regard to this Agreement for sale to the buyer, if required.
- (c) **Development of Said Property:** The Owner intends to develop the entirety of the Said Property containing the Said Block and the Other Blocks in due course and in staggered phases and the Buyer hereby accepts the same and shall not, under any circumstances, raise any objection or hindrance thereto.
- (d) **Sanctioned Plans and Modifications:** In pursuance of such intention, the Sanctioned Plans of the Project have been and or shall further be sanctioned by the South 24 Parganas *Zilla Parishad* and Kulerdhari *Gram Panchayetand* other related authorities, as required but the Owner may also have the Building Plans of the entirety of the Project sanctioned as a composite plan.
- (e) **Extent of Rights:** The rights of the Buyer are limited to (1) the Said Flat (2) the Land Share (3) the Share In Common Portions and (4) the right to park in the Said Parking Space (if any) and the Buyer hereby accepts the same and the Buyer shall not, under any circumstances, raise any claim of ownership contrary to the above including but not limited to claim of ownership on the Common Portion or any other component or constituent of the Other Blocks of the Project.
- (f) **Further Construction:** The Buyer hereby expressly agrees and gives Buyer's consent to the Owner, the Owner shall have all liberty to construct additional floor/s, upon obtaining necessary permission from the sanctioning authority, on the top of the Said Block as well as constructions in any other place comprised in the Project and/or in any adjacent land to the Said Property. The Buyer hereby further undertakes to co-operate with the Owner during the period of further construction, if any, and shall not raise any objection if the Owner, through its men, labour/s, engineer/s and/or employee/s uses the Common Portion of the Said Block. Further, the Buyer hereby expressly agrees that, the occupant/s/owner/s of all Flats [whether existing or proposed] shall have the absolute right to use all amenities, facilities and/or Common Portion of the Said Block and also the project.
- (g) **Common Portions Subject to Change:** The Common Portions shall always be and remain subject to change and modification, as be deemed fit and necessary by the Owner, to accommodate its future plans regarding the Said Property, the Other blocks and the Buyer hereby accepts the same and the Buyer shall not, under any circumstances, raise any objection or hindrance thereto.

- 6.1.2 **Financial and Other Capacity of Buyer:** The undertaking of the Buyer to the Owner that the Buyer has the financial capacity and other resources to meet and comply with all financial and other obligations under this Agreement, punctually.
- 6.1.3 **Satisfaction of Buyer:** The undertaking of the Buyer to the Owner that the Buyer is acquainted with, fully aware of and is thoroughly satisfied about the title of the Owner, right and entitlement of the Owner, the Sanctioned Plans, Layout Plans, along with specifications, approvals of the competent authority, all the background papers, the right of the Owner to enter into this Agreement, the scheme of development described above and the extent of the rights being granted in favour of the Buyer and the all covenants (either to act and/or to omit) mentioned above and elsewhere in this Agreement and the Buyer hereby accepts the same and shall not raise any objection with regard thereto.
- 6.1.4 **Grant of Permissions:** The Buyer hereby grants his/her/its consent for carrying out any additions and alterations in the sanction plans, layout plans and specifications in respect to the Said Block, Common Areas and/or Project, however, the Owner shall not do any acts, things or deeds which may prejudice the right of the Buyer granted herein under.
- 6.1.5 **Permission For Assignment:** The Buyer hereby grants its permission in case the Owner become desirous to transfer its majority rights and liabilities to any third party or entity, however no such assignment/transfer shall have any effect to the right of the Buyer with respect to the Said Flat And Appurtenances as envisaged herein.
- 6.1.6 **Measurement:** The mutual agreement by and between the Parties that the measurement of the Said Flat as mentioned in this Agreement is tentative and (1) any variation in the final measurement of the Said Flat will be communicated by the Owner on completion of its construction (2) the carpet area of the Said Flat shall be certified by Raj Agarwal & Associates, of 2nd floor, 8B, Royd Street, Kolkata-700016 or such other architect or architects as may be appointed by the Owner from time to time (**Architect**) (3) the carpet area of the Said Flat shall mean the net usable floor area of an apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony or verandah area and exclusive open terrace area, but includes the area covered by the internal partition walls of the apartment. (4) neither of the Parties shall question and/or challenge the carpet area and super Built up area for maintenance purposes as certified by the Architect, at any time or under any circumstances. The Total Consideration (defined in Clause 8.1 below) shall increase or decrease on the basis of any variation in the final measurement as certified by the Architect. The Buyer hereby accepts the above and shall not raise any objection with regard thereto.
- 6.1.7 **Said Parking Space and Terms of Allotment:** The mutual agreement by and between the Parties is that the Said Parking Space (if any has been agreed to be taken by the Buyer) (1) shall be allotted to the Buyer only after completion of construction but simultaneously with delivery of possession of the Said Flat (2) if covered, the Parking Space may be dependent or independent and in the ground floor of any block in the Project and if open, the Parking Space may be dependent or independent and at any place in the ground level of the Project (3) if for two wheeler, at any place in the ground level reserved for the parking of two wheelers only (4) the Parking Space can only be used for parking of a medium sized motor car or two wheeler of the Buyer and not for

any other purposes and (5) the Buyer will have only right to park in the Parking Space. The Buyer hereby accepts the above and shall not raise any objection with regard thereto.

- 6.1.8 **Rights Confined to Said Flat And Appurtenances:** The undertaking of the Buyer to the Owner that the right, title and interest of the Buyer is confined only to the Said Flat And Appurtenances and the Owner is entitled to deal with and dispose off all other portions of the Said Property, the Said Block, the Other Blocks and the Project to third parties at the sole discretion of the Owner, which the Buyer hereby accepts and to which the Buyer, under no circumstances, shall be entitled to raise any objection.
- 6.1.9 **Covenants:** The mutual agreement and acceptance by and between the Parties that (1) the covenants of the Buyer (**Buyer's Covenants**) and the covenants of the Owner (**Owner's Covenants**) as mentioned in Clause 10 and its Sub-Clauses below shall perpetually run with the land (2) the Buyer's Covenants and the Owner's Covenants (collectively Covenants) shall bind them and their successors-in-title or interest and (3) this Agreement is based on the undertaking that the Buyer's Covenants and the Owner's Covenants shall be strictly performed by the Buyer and the Owner, respectively.
- 6.1.10 **Common Portions Indicative:** In addition to the provisions of Clause 6.1.1 (g) above, the mutual agreement by and between the Parties that although the Common Portions are described in the **3rd Schedule** below, the said descriptions are only indicative and are not intended to bind the Owner in any manner. The Owner shall, in the absolute discretion of the Owner, be entitled to modify or improvise upon the Common Portions and the Buyer hereby accepts the same and shall not raise any objection in this regard and/or have any claim, either financial or otherwise, against the Owner for such modification or improvisation.
- 6.1.11 **Extension/Addition:** The undertaking of the Buyer to the Owner that notwithstanding anything contained in this Agreement, the Buyer has no objection and shall under no circumstances have any objection to the Owner (1) integrating/adding (notionally or actually) Other Blocks to the Said Property and/or the Project and for this purpose, demolishing boundary walls and affixing gates wherever necessary and connecting existing roads to future roads (2) extending, modifying and realigning the extent, area, layout and location of the Said Block/Project including the Common Portions and the Specified Facilities (3) modifying the Sanctioned Plans, as may be necessary in this regard and (4) granting all forms of unfettered and perpetual proportionate right of ownership and use over the Common Portions. It is clearly understood by the Buyer that the Buyer shall not have any right to erect any wall/boundary wall in any point of time in the Said Blocks and/or Other Blocks and/or Said Property.

The Buyer further undertakes that in consideration of the Owner agreeing to sell the Said Flat And Appurtenances to the Buyer, the Buyer has accepted the above conditions and has granted and shall be deemed to have granted to the Owner and all successors-in-interest/title unfettered and perpetual easements over, under and above all Common Portions including roads, passages and all open spaces in the Said Property, with right to connect the same to new roads and passages in the Other Blocks and/or Said Property.

7. Commencement and Validity

7.1 **Date of Commencement:** This Agreement has commenced and shall be deemed to have commenced on and with effect from the date mentioned at the beginning of this Agreement.

7.2 **Validity:** This Agreement shall remain in force till such time the Said Flat And Appurtenances is completed and possession thereof is delivered to the Buyer, unless terminated in the manner mentioned in this Agreement.

8. Total Consideration, Payment and Extras

8.1 **Total Consideration:** The consideration for sale of the Said Flat, the Land Share, the Share In Common Portions and right to use the Said Parking Space (Covered/Open) if any, is Rs. 21,09,275/- (Rupees Twenty One Lac Nine Thousand Two Hundred and Seventy Five Only Only) (collectively **Total Consideration**), to be paid in full to the Owner , which the Parties confirm and accept. The Total Consideration has been fixed by mutual consent and hence it shall not be open to question by any Party **provided however** the Total Consideration may vary proportionately on actual measurement and does not include the Extras Charges (defined in Clause 8.4 below and more fully described in 6th Schedule below) and **provided further** that the Buyer shall also be liable to pay the Goods and Service Tax (GST) or any other taxes as be applicable from time to time.

8.2 **Payment of Total Consideration and Goods and Service Tax (GST):** The Total Consideration and Goods and Service Tax (GST) (as be proportionate to the payment being made) shall be paid by the Buyer in the manner mentioned in the **7th Schedule** below. The Buyer hereby agrees to pay the Total Consideration, Extras along with applicable taxes, timely and in such manner as specified in the **7th Schedule** below. Time shall always be the essence of this contract. The Buyer agrees and covenants not to claim any right or possession over and in respect of the Said Flat And Appurtenances till such time the Buyer has paid the entirety of the Total Consideration and the Extras and all other amounts agreed to be paid or deposited under this Agreement.

8.3 **Notice for Payment:** On happening of each event mentioned in Sl. Nos. 1 to 7 of the chart above, the Owner shall give written notice by post/courier (and by email, if the Buyer supplies the Buyer's email ID) to the Buyer (**Payment Notice**), quantifying the amount payable by the Buyer. Within 15 (fifteen) days of the date of the Payment Notice, the Buyer shall (unconditionally, without demur and without raising any dispute about service/receipt of the Payment Notice), pay the amount quantified in the Payment Notice, if the Buyer make defaults or delays in making payment within the time specified herein above, the Buyer shall be liable to pay an interest @12% (twelve percent) per annum to be calculated on compounded basis, in case the delay continues for more than 3 (three) months, then the Buyer shall be deemed to be in default and the consequences mentioned in Clause 11.1 shall follow. The Buyer covenants that the Buyer shall regularly and punctually make payment of the installments of the Total

Consideration in the manner mentioned in the chart above and this Agreement is and shall be deemed to be sufficient notice to the Buyer about the obligation to make payment. Timely payment of the Total Consideration and the Extras (defined in Clause 8.4 below) shall be the essence of the contract. The payments are to be made by A/c payee cheques / drafts or by electronic transfer or RTGS and the same shall be made payable at Kolkata and favouring “**DJSS REALTY PRIVATE LIMITED**” or such name as may be notified by the Owner.

- 8.4 **Extras:** In addition to the Total Consideration, the Buyer shall also pay to the Owner /other concerned person/entity (as specified below), as and when demanded, the following amounts (collectively **Extras**), proportionately or wholly (as the case may be), with Goods and service tax thereon, towards:
- 8.4.1 **Increase Due to Circumstances Of Force Majeure: any increase and/or escalation in the cost of construction due to Circumstances Of Force Majeure** (defined in Clause 15.1 below), proportionately, to the Owner.
- 8.4.2 **Special Amenities/Facilities:** providing any special amenities/facilities in the Common Portions (save and except those described in the 3rd Schedule below) and improved specifications of construction of the Said Flat over and above the specifications described in the 4th Schedule below (**Specifications**).
- 8.4.3 **Electricity Meter Common Portions:** security deposit and all other billed charges of the supply agency for providing electricity meter to the Common Portions.
- 8.4.4 **Betterment Fees:** betterment or other levies that may be charged/imposed by any government authorities or statutory bodies on the Said Property or the Said Flat and Appurtenances or its transfer in terms hereof.
- 8.4.5 **Maintenance Charge:** proportionate share (**Maintenance Charge**) in the common expenses indicatively described in **4th Schedule** below (**Common Expenses**), from the Date of Possession Notice to the Owner and thereafter to the facility manager.
- 8.5 **Taxes:** Goods and Service Tax and/or any other tax and imposition levied by the State Government or any other authority or body on the Owner from time to time
- 8.5.1 **Wholly:** Wholly, costs, expenses, deposits and charges towards:
- (a) **Electricity Meter for Said Flat:** security deposit and all other billed charges of the supply agency for providing electricity meter to the Said Flat, at actual.
- (b) **Generator:** stand-by power supply to the Said Flat from diesel generators per KVA, per Flat. The Owner shall provide power back of 1 KVA for each 2 (two) & 3 (three) Bedrooms-Hall-Kitchen flat.
- (c) **Legal Fees, Stamp Duty and Registration Costs:** Rs.15,000/- (Rupees fifteen thousand only) is required to pay as documentation charge for this Agreement and all further documents in pursuance of this Agreement. 50% (fifty percent) of the

documentation charge shall be paid simultaneously herewith and the balance 50% (fifty percent) shall be paid on the Date Of Possession (as defined in Clause 9.5.1 below) to the Owner. Stamp duty, registration fees, fixed miscellaneous expenses for registration and all other fees and charges, if any, shall be borne by the Buyer and paid directly to the concerned persons within 7 (seven) days prior to the date of registration.

- (d) **Upgradation:** increased cost is applicable due to any up-gradation or modification in accordance with the Specifications as described in **4th Schedule** mentioned below or change of layout of the Said Flat. In this regard it is clarified that (1) the Buyer can seek specific up-gradation or change of layout of the Said Flat only once, (2) the Owner shall have absolute discretion in agreeing to such up-gradation or change of layout of the Said Flat, (3) written instruction for specific up-gradation or change of layout of the Said Flat shall have to be given by the Buyer to the Owner , (4) if acceptable, the Owner shall signify consent to the proposed specific up-gradation or change of layout of the Said Flat and give a cost estimate for the same, in writing and (5) within 15 (fifteen) days of the said consent and cost estimate, the Buyer shall have to pay the estimated cost, failing which the instruction for up-gradation or change of layout of the Said Flat shall be deemed to have been perpetually withdrawn, waived and abandoned by the Buyer.
- (e) **Common Expenses/Maintenance Deposit/Maintenance Charges :** interest free deposit as security for payment of Common Expenses/Maintenance Charges, a sum of Rs.24/- (Rupees twenty four only) per square feet, plus GST extra for 12 (twelve) months, from the Date Of Possession (defined in Clause 9.5.1 below), and Municipal Deposit @ Rs 15/- (Rupees fifteen only) per square feet upon Built up Area.
- (f) **Sinking Fund:** interest free deposit as sinking fund for replacement, renovation and/or other periodic expenses @ Rs.20/- (Rupees twenty) per square feet, to be calculated on super built up area.
- (g) **Increase or Decrease in Total Consideration:** The Total Consideration shall increase or decrease on the basis of the final measurement, at the rate at which the Total Consideration has been computed.
- (h) **Nomination Charge:** In case of nomination made by the Buyer, the Buyer shall be liable to pay an amount Rs. 100/- (Rupees one hundred) per square feet, to be calculated on super build-up area of the Said Flat along with GST, as applicable. However, the Buyer shall be able to do such nomination only after 12 (twelve) months from the date of this Agreement.
- (i) **Cancellation Charge:** In case of any cancellation of this Agreement made by the Buyer, the developers shall refund the money, without any interest after deducting 10% (ten percent) of the total consideration, along with GST as applicable, of the said flat and the balance amount will be refunded by the Owner / Developer to such purchaser upon the counter sale of such unit taking place or the completion of the new building, which ever is earlier .
- (j) **Mutation:** fees and charges for causing mutation in the name of the Buyer in the records of the Kulerdari *Gram Panchayet*, which shall paid by the Buyer directly to the respective authorities, wholly. The Buyer shall cause such mutation within 30 (thirty) days from the Date of Possession (defined in Clause 9.5.1 below).

- (k) **Rates & Taxes:** Land Revenue (*khajna*), surcharges, levies, cess etc. (collectively **Rates & Taxes**) as to be assessed for the Said Flat with effect from the Date Of Possession shall be directly paid to the appropriate authority by the Buyer.
- (l) **Other Expenses:** The Buyer shall also pay all other expenses including but not limited to the following:
 - (i) Expenses for any addition/alteration work in deviation to the Architect's drawing/ Sanction plan and fees for rules 26, to be paid by the Buyer at actuals.
 - (ii) If the Owner, at its sole discretion provides/installs any additional materials, facilities or gadgets in any part or portion of the Said Block/Project, then the Buyer shall be liable to make payment of proportionate share on account of such facilities/installation, as to be informed by the Owner, without making any demure or delay. And all such facilities/installation shall be considered as part of the Common Portions, to be used and enjoyed by the Buyer in common with the other co-buyers. In this connection be it noted herein, the nature, place of such facilities/installation shall be the sole discretion of the Owner, to which the Buyer hereby grants Buyer's consent.

8.6 **Formation of Association:** The cost for forming the Association [Association shall always mean and include any Company incorporated under the Companies Act, 1956 or any association under the West Bengal Apartment Ownership Act, 1972 or a syndicate or the flat/unit owners in the Project as may be formed by the Owner immediately after the completion of the Project and the possession is made over to the Flat/ Unit owners for the common purposes as per section 10 of West Bengal Building (Regulation and Promotion of Construction and Transfers by Promoters) Act, 1993 having such rules, regulations and restrictions as may be deemed proper and necessary], being a sum of Rs.5/- (Rupees five) @ per square feet, to be calculated on super build-up area of the Said Flat.

Note: The details of Extras, more fully described in the **6th Schedule** below.

9. Construction, Completion of Sale and Facility Manager

9.1 **Construction by Owner:** The Owner shall construct, complete and finish the Said Flat And Appurtenances in accordance with the Sanctioned Plans with standard materials or as may be recommended by the Architect, as per the Specifications described in the **4th Schedule** below. The decision of the Architect in all regards including quality and workmanship shall be final and binding on the Parties.

9.2 **Quality, Workmanship and Acceptance of Variations etc.:** The decision of the Architect regarding quality, workmanship and variations shall be final and binding on the Parties. The Buyer hereby consents to the variations, modifications or alterations as may be recommended by the Architect and hereby further agrees not to raise any objection to the Owner and/or the Architect making such variations, modifications or alterations.

- 9.3 **No Hindrance:** The Buyer shall not do any act, deed or thing whereby the construction/developmental work of the Said Flat And Appurtenances and/or the Said Block / Blocks or other Blocks of the Project is in any way hindered or impeded. The Buyer shall be solely liable to compensate the Owner with all losses as to be incurred by the Owner due to any such acts or deeds of the Buyer.
- 9.4 **Completion Date:** The Owner shall construct, finish and make the Said Flat habitable and the Said Parking Space (if any) usable [the decision of the Architect in this regard being final and binding], within 42 (forty two) months from the date of this Agreement [**provided however** the Completion Date may be extended by a period of 6 (six) months (**Extended Period**) at the option of the Owner] and/or earlier. The Owner shall neither incur any liability nor be held liable for claim of any amount by the Buyer, if the Owner is unable to deliver possession of the Said Flat within the Completion Date and/or including the Extended Period due to Circumstances Of Force Majeure (defined in Clause 15.1 below) or for or on account of (1) delay on the part of the Buyer in making any payment and (2) any other reasonable, justifiable cause whereby the Owner is prevented from completing the Said Flat And Appurtenances or any portion thereof. In no circumstances, the Buyer shall be entitled to claim any amount from the Owner on account of consequential losses and damages or otherwise if the Said Flat and Appurtenances is not completed within the Completion Date and/or including the Extended Period.
- 9.5 **Possession of Said Flat and Said Parking Space:** Upon construction, finishing and making the Said Flat habitable and the Said Parking Space, if any, usable, the Owner shall hand over possession of the same to the Buyer. With regard to possession, it is clarified as follows:
- 9.5.1 **Possession Notice:** On the Completion Date (which may include the Extended Period or the period required beyond the Extended Period due to Circumstances Of Force Majeure and other circumstances mentioned in Clause 9.4 above), the Owner shall serve a notice on the Buyer (**Possession Notice**) calling upon the Buyer to take physical possession. Within 15 (fifteen) days from the date of the Possession Notice (**Date Of Possession Notice**), the Buyer shall be bound to take over physical possession of the Said Flat and the Said Parking Space (if any) after fulfilling all obligations under this Agreement, including payment of all amounts due (if any) under this Agreement, failing which it shall be deemed that the Buyer has taken possession on the 16 th day of the Date Of Possession Notice (date of actual or deemed exclusive physical possession, **Date Of Possession**). From the Date Of Possession Notice, the Buyer shall become liable to pay all outgoings (such as Maintenance Charge, Common Expenses and Rates & Taxes), irrespective of whether the Buyer takes physical possession of the Said Flat And Appurtenances. In case the deeming provision comes into force, the Buyer confirms that the Buyer shall not claim to be in physical possession of the Said Flat And

Appurtenances and the same shall be received by the Buyer only upon clearing all dues and performing all obligations.

- 9.5.2 **Meaning of Completion:** It shall not be obligatory for the Owner to complete the Common Portions before giving the Possession Notice to the Buyer and the Said Flat and the Said Parking Space (if any), shall be deemed to have been completed in all respect if the same is made fit for habitation and use, the decision of the Architect in this regard shall be final and binding.
- 9.5.3 **Complete Satisfaction on Possession:** Subject to the provisions of Clause 13.1 below, on the Date Of Possession, the Buyer shall be deemed to be completely satisfied with all aspects of the Said Flat And Appurtenances, including the carpet area and super built-up area for maintenance purpose of the Said Flat.
- 9.5.4 **Commencement of Outgoings:** From the Date Of Possession Notice, all outgoings in respect of the Said Flat And Appurtenances, including Maintenance Charge, Common Expenses and Rates & Taxes shall become payable by the Buyer calculated on the Super Built Up area of the said Flat.
- 9.5.5 **Restriction on Alienation:** Before taking actual physical possession of the Said Flat by the Buyer in terms of clause cited in the agreement herein mentioned above, the Buyer shall not deal with, let out, encumber, transfer or alienate the Said Flat or the rights of the Buyer hereunder, without having obtained prior consent in writing of the Owner, **provided that** the Buyer may do so in case the Buyer is not in any manner in default in observance of his/her/its/their obligations hereunder but subject to nevertheless to the following terms and conditions:
- (i) Any such nomination, transfer, letting out or alienation shall be subject to the terms conditions Agreements and covenants contained hereunder and on the part of the Buyer to be observed fulfilled and performed and which would be required to be observed, fulfilled and performed by the Buyer only;
 - (ii) The Buyer shall have to inform the Owner in writing in advance of the full particulars of such nominee, tenant and/or occupant, it being clarified that in case of leasing out or letting out, the Buyer shall also inform to the Owner the full particulars of the rent and all other charges and benefits receivable by the Buyer in respect thereof to the extent necessary for assessment of the liability for rates and taxes and other impositions;
 - (iii) The Buyer shall be liable to pay all amount the municipal taxes in the increased rates, if any, and other outgoings as may be occasioned due to aforesaid leasing out or letting out.
 - (iv) There will be no privities whatsoever between the Owner and the nominee or new transferee before and until a Deed of Conveyance is granted by the Sellers and/or until the nomination has been accepted expressly in writing. The Owner shall be entitled to refuse to accept nomination without assigning reasons.

- 9.6.1 **Owner's Obligations:** Subject to the Buyer making timely payment of the Total Consideration, Extras and other charges in the manner as stipulated in this Agreement, the Owner hereby agrees to the following:
- (i) **Construction of Said Flat:** to construct, finish and make the Said Flat habitable and the Said Parking Space (if any) usable and transfer the Said Flat And Appurtenances to the Buyer.
 - (ii) **Construction According to Specifications:** subject to the other provisions of this Agreement, to construct and finish the Said Flat and the Parking Space (if any) in accordance with the Sanctioned Plans and Specifications, including reasonable variations as accepted.
- 9.6.2 **Completion of Sale:** The sale of the Said Flat And Appurtenances shall be completed by execution and registration of conveyance in favour of the Buyer provided the Buyer tenders in time all amounts required for the same as mentioned above. M/s. BS Associates, Advocates, 1/A, Vansittart Row, Kolkata-700001 or any other Advocate appointed by the Owner (**Legal Advisors**) shall draft the standard conveyance and only such standard conveyance shall be used. The Buyer shall be bound to take conveyance of the Said Flat And Appurtenances within 30 (thirty) days from the Date Of Possession or deemed possession. The Buyer shall become liable for Maintenance Charges, Common Expenses and Rates & Taxes from the Date Of Possession Notice, and in addition, all statutory taxes, dues and penalties shall also be borne and paid by the Buyer.
- 9.7 **Facility Manager:** The Owner may hand over to the Maintenance Company or Management Organization/Facility Management Organization or the Association for upkeeping all Common Portions, areas for the specified amenities & facilities and it is stated & clarified that (1) the Facility Manager on behalf of Maintenance Company/Organization or Association, shall operate, manage and render day to day services with regard to the Common Portions and provide all Specified Facilities of the Project and (2) the Facility Manager shall merely be the service provider for rendition of services with regard to the Common Portions and the Specified Facilities of the Project.

10. Covenants

- 10.1 **Buyer's Covenants:** The Buyer covenants with the Owner (which expression includes the Association (upon formation) in all Sub-Clauses of Clause 10, wherever applicable) and admits and accepts that:
- 10.1.1 **Buyer Aware of and Satisfied with Common Portions and Specifications:** The Buyer, upon full satisfaction and with complete knowledge of the Common Portions, Specified Facilities, Specifications and all other ancillary matters, is entering into this Agreement. The Buyer has examined and is acquainted with the Said Block / Blocks/Other Blocks/Project and has agreed that the Buyer shall neither have nor shall claim any right over any portion of the Said Block / Said Blocks / Other Blocks / Project **save and except** the Said Flat And Appurtenances.
- 10.1.2 **Buyer to Mutate and Pay Rates & Taxes:** Subject to the provisions of Clauses 8.5.2 (a) & (b) above, the Buyer shall (1) pay all fees and charges and cause mutation in the name of the Buyer in the records of all local authorities and the office of the BL&LRO, within 30 (thirty) days from the Date Of Possession and (2) pay the Rates & Taxes

(proportionately for the Project and wholly for the Said Flat And Appurtenances from the Date Of Possession Notice and until the Said Flat And Appurtenances is separately mutated and assessed in favour of the Buyer), on the basis of the bills/demand to be raised by the Owner and/or local authorities and the BL&LRO, such bills/demands being conclusive proof of the liability of the Buyer in respect thereof. The Buyer further admits and accepts that the Buyer shall not claim any deduction or abatement in the aforesaid bills/demands. The Buyer further admits and accepts that the Buyer shall not claim any deduction or abatement in the bills of the Owner /the Facility Manager or the Association (upon formation).

- 10.1.3 **Buyer to Pay Maintenance Charge and Common Expenses:** Subject to the provisions of Clause 8.4.5 and 8.5.1 (f) above, the Buyer shall pay the Maintenance Charge and Common Expenses on the basis of the bills to be raised by the Owner /the Facility Manager/the Association (upon formation), such bills being conclusive proof of the liability of the Buyer in respect thereof. The Buyer further admits and accepts that (1) the Buyer shall not claim any deduction or abatement in the bills relating to Maintenance Charge and Common Expenses and (2) the Maintenance Charge and Common Expenses shall be subject to variation from time to time, at the sole discretion of the Owner /the Facility Manager/the Association (upon formation).
- 10.1.4 **Buyer to Pay Interest for Delay and/or Default:** The Buyer shall, without raising any objection in any manner whatsoever and without claiming any deduction or abatement whatsoever, pay all bills raised by the Owner , within 15 (Fifteen) days of presentation thereof, failing which the Buyer shall pay interest @ 1.5% (one point five percent) per month or part thereof, for the period of delay, computed from the date the payment became due till the date of payment, to the Owner . The Buyer also admits and accepts that in the event such bills remain outstanding for more than 2 (two) months, all common services shall be discontinued to the Buyer and the Buyer shall be disallowed from using the Common Portions and the Specified Facilities. Further, in case the Buyer delays to get the Deed of Conveyance registered within such date as to be notified by the Owner , the Owner shall have at its sole discretion cancel this Agreement, to which the Buyer hereby give his/her/its/their consent without prejudice to the aforesaid right of the Owner for each day of delay in executing and registering Deed of Conveyance, the Buyer shall be liable to and agrees and undertakes to pay the Owner as and by way of agreed pre-determined liquidated damages presently assessed at a sum of Rs.1000 (Rupees One Thousand) per day. Provided that, the same shall not render the Owner liable or responsible for any damage that may be caused to the Said Flat And Appurtenances due to such delay caused/occasioned by and/or attributable to the Buyer and the Buyer shall be bound and obliged to take the conveyance thereof, subject to compliance of the other terms stipulated herein on “as is where is basis”.
- 10.1.5 **Owner’s Charge/Lien:** The Owner shall have first charge and/or lien over the Said Flat And Appurtenances for all amounts due and payable by the Buyer to the Owner provided however if the Said Flat And Appurtenances is purchased with assistance of a financial institution, then such charge/lien of the Owner shall stand extinguished on the financial institution clearing all dues of the Owner .
- 10.1.6 **No Obstruction by Buyer for Further Construction:**

- (a) It is agreed by the Buyer that the Owner reserves unto itself or in favour of its associates or nominees the following various rights and benefits at the Said Block and/or the Project notwithstanding the sale of the Said Flat And Appurtenances and/or the undivided share in the portion of land lying beneath the Said Block and Common Areas to the Buyer and also notwithstanding the handing over of the maintenance to the association or maintenance company. Such rights and benefits reserved unto the Owner are fully agreed and consented to by the Buyer hereby and the Buyer undertakes not to infringe or object to such rights and benefits reserved unto the Owner hereunder.
- (b) The Owner reserves the right to make vertical and/or horizontal exploitation of the Said Block by constructing upon the existing structure and/or by extending the existing structure and/or in the open areas of the roof or the compound without infringing upon the ultimate convenience of the flat purchasers and the declared Common Areas save that in case of vertical construction being undertaken, the ultimate roof will be deemed as common and the Buyer consents and covenants not to raise objection and /or create obstruction on the ground of temporary inconvenience being faced during the course of such construction or exploitation.

10.1.7 No Rights of or Obstruction by Buyer: All open areas in the Said Property proposed to be used for open car parking spaces do not form part of the Common Portions within the meaning of this Agreement and the Owner shall have absolute right to sell, transfer and/or otherwise deal with and dispose of the same or any part thereof.

10.1.8 Variable Nature of Land Share, and Share In Common Portions: The Buyer fully comprehends, acknowledges and accepts that (1) the Land Share and the Share In Common Portions is a notional proportion that the Said Flat bears to the currently proposed area of the Said Block/ Said Blocks/Project (2) if the area of the Said Block/Said Blocks/Project is recomputed by the Owner , integrate or add (notionally or actually) Other Blocks to the Said Property (which the Owner shall have full right to do and which is hereby unconditionally accepted by the Buyer), then the Land Share, and the Share In Common Portions shall vary accordingly and proportionately and the Buyer shall not question any variation (including diminution) therein (3) the Buyer shall not demand any refund of the Total Consideration paid by the Buyer on the ground of or by reason of any variation of the Land Share and the Share In Common Portions and (4) the Land Share and the Share In Common Portions are not divisible and partible and the Buyer shall accept (without demur) the proportionate share with regard to various matters, as be determined by the Owner , in its absolute discretion.

10.1.9 Buyer to Participate in Formation of Association: Subject to the provisions of clause 8.6 above, the Buyer admits and accepts that the Buyer and the other Intending Buyers of Flats in the Project will form the Association and the Buyer shall become a member of the Association. The Buyer shall bear and pay the proportionate expenses of the Association and shall acquire and hold membership with voting rights and in this regard, the Buyer shall sign, execute and submit/ deliver necessary applications and all other papers, declarations and documents as may be required. Notwithstanding formation of the Association, the Facility Manager, subject to clause of 9.7, shall look after the maintenance of the Common Portions and the Specified Facilities. Each Flat

Owner will be entitled to cast a vote irrespective of his/her/its size of Flat. The Buyer further admits and accepts that the Buyer shall not object to the Intending Buyers of Other Blocks of the Project joining the Association.

10.1.10 Obligations of Buyer: The Buyer shall:

- (i) To use the Said Flat only for residential purpose and not to use and/or permit the same or any part thereof to be used for any other purpose and/or for any illegal or immoral purpose and/or as a boarding house, office, professional chamber, guest house, club house, nursing home, clinic, dispensary, amusement or entertainment centre, eating or catering place, a meeting place, place of worship and/or for any religious activities and/or for any business and/or manufacturing/industrial and/or commercial purposes/activities, and further not convert/apply for conversion of the nature/user thereof including but not limited to commercial, semi-commercial use etc.
- (ii) Not to use or permit the Said Flat or any part thereof to be used for any purpose which may or is likely to cause nuisance or annoyance to the users/occupiers of the other Said Flats and/or of the other portions of the Project and/or the Property and/or the neighboring premises.
- (iii) Not to sub-divide and/or damage and/or demolish the Said Flat and/or the Said Car Parking Space, if any, and/or any part or portion thereof.
- (iv) Not to keep or store or operate or bring into the Said Flat and/or the Said Car Parking Space, if any, and/or into/upon any of the common areas and/or any part or portion of the Said Property and/or the Project, any goods, articles, machines etc. which in the opinion of Owner are of a hazardous and/or combustible and/or offensive and/or obnoxious and/or dangerous nature and/or which are heavy and/or which can affect or endanger or damage the structure and/or stability of the Said Block and/or any part or portion thereof and/or any fitting or fixtures thereof including the windows, doors, floors, the outer walls of any space/Said Flat etc., such opinion of Owner being final and binding on the Buyer.
- (v) Not to do or cause or permit anything to be done or be a party to any act or deed in or around the Said Flat And Parking Space, if any, which in the opinion of Owner may cause or tend to cause or tantamount to cause or affect or damage the floor(s) and/or ceiling(s) of the Said Flat and/or of any Said Flat adjacent to or below the Said Flat, or in any manner interfere with the use and rights and enjoyment thereof or of any open passages or amenities available for common use, such opinion of Owner being final and binding on the Buyer.
- (vi) Not to hang from or attach to the beams or rafters, any articles or machineries which in the opinion of Owner are heavy or likely to affect or endanger or damage the stability and/or structure and/or construction of the building or any part thereof, such opinion of Owner being final and binding on the Buyer.

- (vii) Not to fix or install in the Said Flat, air conditioner(s) other than split/package air conditioners, and further each of such air-conditioner(s) and the unit(s) thereof (both internal and external) shall be fixed/installed only at such place(s) which have been specified by Owner , and further not to change/tamper with any of the electrical points at any part or portion of the Said Flat.
- (viii) Not to do any act, deed or thing which may in any manner whatsoever obstruct/impede/restrict/hinder the construction and/or development of any part or portion of the Said Property and/or any further and/or additional constructions, alterations etc. at/to the Said Property and/or the Said Block wherein the Said Flat is situate and/or the consolidation/amalgamation/connection of the Project and/or the Said Property with any adjacent/adjoining land/building(s)/structure(s) etc. and the works related thereto, notwithstanding any disruption/hindrance in the enjoyment of the Said Flat and properties appurtenant thereto by the Buyer.
- (ix) Not to make any new window(s), light opening(s), door(s), path(s), passage(s), drain(s) and/or any other encroachment(s) or easement(s) in any part or portion of the Said Flat and/or the Said Car Parking Space, if any.
- (x) Not to relocate the windows, doors etc. of the Said Flat, and further not to raise the floor levels thereof and further not to do any act, deed or thing which may increase/cause to increase the total load of/on the floor.
- (xi) Not to block up or darken or obstruct or obscure or cover up any of the windows and/or lights of/at the Said Flat, and further not to cover or obstruct any ventilating shafts and/or inlets and/or outlets.
- (xii) Not to install or fix grills, shades, awnings, window guards, ventilators etc. and/or alter those if any already installed/fixed, without the prior written consent of Owner.
- (xiii) Not to do any act, deed or thing which may render void or make voidable any insurance in respect of the Said Flat and/or of any part of the Project and/or the Said Property and/or cause increased premium to be payable in respect thereof, if the Project/Said Property are/is insured.
- (xiv) Not to make and/or carry out any structural modifications and/or additions and/or alterations and/or improvements of a permanent nature in/to the Said Flat and/or the Said Car Parking Space, if any, and/or any part or portion thereof including such as beams, columns, partition walls, load bearing walls etc.
- (xv) To keep the Said Flat and properties appurtenant thereto in a good state of preservation and cleanliness, and at all times keep the interior walls, fittings, fixtures, appurtenances, floors, ceilings, sewerage, drainage, plumbing etc. in perfect condition and repair, and to keep the Owner and its respective directors, shareholders, officers etc. and each of the

users/occupiers/ owners of the other flats/spaces/areas/units at the Project and the Said Property fully safe, harmless and indemnified from and against the consequences of any damage arising therefrom.

- (xvi) To be solely responsible for the safety and security of the Said Flat and properties appurtenant thereto and the permissible goods/articles lying therein/thereat, if any, and to get the same insured at his/her/their/its own costs including against damage by fire, riot, explosion, earthquake, strike, storm, tempest, floods, wars, accidents, malicious damage, civil commotion etc.
- (xvii) To carry out any permitted interior works and/or all permitted repairs and maintenance works and/or any other permitted works inside the Said Flat only between 10 a.m. to 5 p.m. on working days in terms of the rules framed from time to time by Owner , and only by persons authorized or provided by Owner or entities nominated/identified/designated/appointed by Owner and the Buyer shall be liable to pay and bear such amounts that Owner and/or the entities nominated/identified/designated/appointed by Owner may determine from time to time towards the fees/charges for the administration of such repair and/or maintenance and/or other works, and the Buyer shall ensure that such repair and/or maintenance and/or other works do not cause any manner of annoyance and/or nuisance to the other users/occupants of the Said Block and/or the Project and/or the Said Property and/or the adjoining premises, and in the event of violation of any of the above, Owner and/or the entities nominated/identified/ designated/appointed by Owner be shall be entitled to forthwith stop the same without any liability, at the cost and expense of the Buyer.
- (xviii) Not to hang/dry any linen/clothes in or upon the windows and/or the other portions of the Said Flat.
- (xix) Not to close or permit the closing of the balconies, verandahs, terraces, lounges, lobbies, passages, corridors, any of the areas including the common areas etc. and also not to alter the elevation and/or the outside colour scheme of the exposed walls of the Said Flat, the balconies, verandahs, terraces, lounges, passages, corridors, any of the areas including the common areas and/or any external walls and/or both the faces of the external doors and windows of the Said Flat and/or the external walls of the Said Block, which in the opinion of Owner differs from and/or is in deviation from the colour scheme of the building and/or the Project and/or which may affect the elevation in respect of the exterior walls of the building, such opinion of Owner being final and binding on the Buyer.
- (xx) Not to make/permit any changes in/to the signage of the Said Block and/or the Project as installed by Owner and not to install any monogram etc. at any part or portion of the external walls of the building and/or the Project and/or the Said Property.
- (xxi) Not to make/permit any changes in/to any of the entrance lobbies of the Said Block and/or the entrance of/to the Said Flat including but not limited to by changing/ replacing the main door, installing any collapsible gate and/or shutter etc.

- (xxii) Not to use the Said Parking Space, if any, for any purpose other than for parking 1 (one) private motor car or 1(one) motor cycle owned by the Buyer, and not to raise or put up any kutchra or pucca construction(s), grilled wall(s) or enclosure(s) thereon or part thereof, and to always keep the same open, and not to permit any person to dwell/stay/reside thereat, and further not to store/keep any goods, furniture, articles etc. therein/thereat.
- (xxiii) Not to park or allow any vehicle to be parked on/in the passage(s) and/or the pathway(s) and/or the open space(s) of the Project and/or the Said Property and/or at any other place at the Said Property except at the space, if any, allotted by Owner and to use the passage(s), pathway(s) open spaces etc. only as determined by Owner.
- (xxiv) Not to object to the mode and manner in which any part or portion of the Project and/or the Said Block and/or the Said Property and/or any space/area/ unit of the Project and/or any of the areas retained by Owner may be used by and/or may be permitted to be used by Owner and/or the nominees/assigns of Owner.
- (xxv) The Buyer shall not to object to the use of any part or portion of the Said Block and/or the Project and/or the Said Property for the operation/running of a showroom, restaurant or for any other commercial purpose which Owner may determine.
- (xxvi) The Buyer shall not raise any objection to the cooking/bringing in of any non-vegetarian items/food into/at any part or portion of the Project and/or the Said Property and/or to the keeping/raising of any pets by any of the users/ occupiers thereof.
- (xxvii) Not to smoke and/or permit smoking at any part or portion of the Project save at the areas designated for the same by Owner.
- (xxviii) Not to use or permit to be used the lifts for the purpose of carting pets and/or other domesticated animals as also any furniture, fixtures, equipment's, articles etc.
- (xxix) Not to slaughter or permit to be slaughtered any living animals at/within any part of portion of the Said Flat and/or and/the Said Block and/or the Project and/or the Said Property on any religious occasion or otherwise, and further not to do any act deed or thing which may hurt the sentiments of any of the other owners and/or occupiers of the Said Block and/or the Project.
- (xxx) To co-operate with Owner in the management and maintenance of the Said Property and the Project.
- (xxxi) To observe and abide by the rules and regulations that may be framed from time to time by Owner, and without prejudice to the other rights of Owner to pay all the penalties levied for non-observance of and/or non-compliance with such rules and regulations.

- (xxxii) To allow Owner and/or its respective representatives, with or without workmen, to enter into the Said Flat and/or the Said Car Parking Space, if any, for the purpose of maintenance, repairs, re-building etc. and for keeping in good order and condition, the electrical lines, the air-conditioning lines, the water lines, the pipe, lines etc. and/or any and/or all other elements, without raising any objection.
- (xxxiii) Not to throw or accumulate any dirt, rubbish or other refuse within/at the Said Flat and/or in/at any part or portion of the Property and/or the Project and/or in/at any of the common areas, save at the places indicated therefor.
- (xxxiv) Not to block any area(s) and/or passage(s) including those comprising the common areas.
- (xxxv) Not to form with the other co-owners and/or occupiers of the several flats/areas /spaces/units comprising the Project and/or Said Block any association/holding organization and/or become a member of any association and/or association of persons and/or firm and/or holding organization and/or any entity for any purpose/matter related/pertaining directly and/or indirectly, to the Said Block(s) and/or the Project and/or the Said Property and/or for the purpose of maintenance, management, upkeep etc. of the Said Block and/or the Project and/or the Property save and except such holding organization/association/entity formed/caused to be formed/directed to be formed by Owner , and if any other such organization/company/firm/association/other entity etc., be formed, the same shall not be recognized by Owner.
- (xxxvi) To use the common areas as identified by Owner , in common with Owner and the other lawful users and occupiers of the Project only in the manner as determined by Owner at its sole and absolute discretion, and only for the limited purpose for which the same are designated/identified by the Owner , without claiming any manner of absolute and/or exclusive right or title or interest therein/thereon/ thereto, and not to damage, destroy, disfigure any of the utilities and/or facilities or use or employ any of the common areas and facilities in any manner not intended to be used or employed, and further not to do any act, deed or thing which may in any manner prevent and/or restrict the rights and liberties of Owner and/or the other users/occupiers of the Said Block, it being clarified that the Buyer and/or its contractors, agents or representatives etc. of the Buyer shall not be entitled to the lift machine room, the electrical meter panel room(s), the generator set and/or any of the portions and facilities comprising the common areas and facilities and/or such other areas/facilities as may be identified by Owner from time to time.
- (xxxvii) To use only such routes of entry into and/or exit from the Said Property and/or Project and/or the building as specified by Owner.
- (xxxviii) Not to affix or draw any wires, cables, pipes etc. from or to or through any of the common areas/corridors or the other units/spaces.

- (xxxix) Not to keep/place/leave or permit to be kept/placed/left outside the Said Flat and/or in/at any part or portion of the Said Property and/or the Project and/or the Said Block and/or in/at the lobbies, corridors, passages, staircases, landings, any of the common areas etc., any packages, boxes, crates of any description, parcel of goods or articles, containers of any description, sitting stools etc., even temporarily or for a short period of time, and further to carry out all unpacking of goods etc. only within the Said Flat.
- (xl) Not to permit any driver, domestic help, servants, staff, servants etc. and/or any other person employed by the Buyer to sleep and/or squat in the common areas/passage/lobby/terrace/corridors/lift room/garden etc.
- (xli) To submit to Owner full particulars with photographs of any driver, domestic help, servants, staff etc. and/or any other person employed by the Buyer (with a copy to the local Police Station), to enable issuance of Identity Cards to each of such individuals, who shall be bound and obliged to carry the same.
- (xlii) Not to put or affix any signboard, signage, glow sign, name plate or stick or affix bill(s), notice(s), advertisement(s), hoarding(s) etc. in any of the common areas and/or at any part or portion of the exposed/outside walls, doors, external façade, windows etc. of the Said Flat and/or the Said Car Parking Space, if any, and/or at any part or portion of the building and/or the Project and/or the Said Property, save and except displaying a small decent name plate of the buyer at the location specified for the same by Owner.
- (xliii) Not to affix or attach or hang any aerial/antenna/satellite dishes to/from any part or portion of the building and/or the Said Flat and/or the Said Car Parking Space, if any.
- (xliv) To use only such power/generator back-up as allocated by Owner to the Said Flat, and not to demand/claim any further/additional power/generator back-up on any ground whatsoever or howsoever.
- (xlv) To ensure that all the employees, personnel, visitors, agents, contractors, etc. of the Buyer strictly abide by the rules framed from time to time by Owner as also the instructions issued from time to time for enforcing security, maintenance etc., and further that none of them in any manner deface, vandalize, tarnish or bring to disrepute the Said Flat and/or the Project and/or the Said Property.
- (xlvi) At his/her/their/its own costs, to comply with all notices, orders and requisitions of the local and/or municipal and/or other concerned authorities that may be required to be complied with by the Owner and/or the Buyer, as deemed fit, in respect of the Said Flat and properties appurtenant thereto or any part and/or portion thereof.
- (xlvii) To exercise all precautions and care and take all steps as may be necessary and/or expedient to prevent the commission of any offence under any statutory law or otherwise, and to keep each of the Owner and their respective directors, shareholders, officers etc., safe, harmless and indemnified in respect thereof.

- (xlviii) Not to claim any right of user or common use or any other right of any nature whatsoever over the areas retained by Owner and/or such areas which are under the exclusive ownership, control, use and possession of Owner, who shall be entitled to dispose of and/or deal with the same in such a manner and in lieu of such consideration as Owner may deem fit and proper.
- (xlix) Within 1 (one) month from the date of execution of the deed of conveyance, the Buyer shall, at his/her/their/its own costs, expenses and liability, apply for and obtain:
 - (l) a separate electricity connection as well as electricity meter for the Said Flat; and
 - (li) separation and mutation of the Said Flat in the records of the concerned authorities in the name of the Buyer; and the Buyer shall be liable and responsible for all the costs and the consequences of non-observance of this clause.
 - (lii) To work in close co-ordination with the owners of the several other flats/ spaces of the Project, in the common interest of maintaining the Project and the Said Property.
 - (liii) Owner shall be entitled to take such steps as it deems fit and proper in the interest of preserving the aesthetics of the Project and/or the Said Property including but not limited to the external façade of each of the above.
 - (liv) The Project shall always be known as “ **IMPERIAL RIDDHI SIDDHI**” and the Buyer shall not be entitled to change such name at any point of time.

10.1.11 **Notification Regarding Letting/Transfer:** If the Buyer lets out or sells the Said Flat And Appurtenances, the Buyer shall immediately notify the Owner /Facility Manager/the Association (upon formation) pertaining to the tenant’s/transferee's name, address and telephone number.

10.1.12 **No Objection to Construction:** Notwithstanding anything contained in this Agreement, the Buyer has accepted the scheme of the Owner to construct/develop the Project in Blocks and to construct on other portions of the Said Property and hence the Buyer has no objection to the continuance of construction in the other portions of the Project, even after the Date Of Possession Notice. The Buyer shall not raise any objection in course of and/or arising out of the said construction/developmental activity of the project or construction.

10.1.13 **No Right in Other Areas:** Excepting only User Rights on Specified Facilities, the Buyer shall not have any right in the other portions of the Said Property/Project.

10.1.14 **Roof Rights:** The top roof of the Said Block shall remain common to all Intending Buyers of the Said Block (**Common Roof**) and all common installations such as water tank and lift machine room shall be situated in the Common Roof. Notwithstanding the

above, the Owner shall always have the right of further construction on the entirety of the Common Roof and the Buyer specifically agrees not to do any act which prevents or hinders such construction. After such construction, the roof above such construction shall again have be the Common Roof for common use of all Intending Buyers of the Said Block.

10.1.15 **No Objection In Use of Common Portions:** The Buyer hereby expressly agrees and covenants with the Owner that, the Buyer shall not raise any objection of any nature whatsoever, if the other owners of any adjacent Project [developed or to be developed by the Owner] use the Common Portion etc. along with the Buyer.

10.1.16 **Easements And Quasi-easements:** The Buyer shall be entitled to use and exercise and shall allow each co-other, the Owner, the Owner and the Association, upon formation, the following rights, easements, quasi-easements, privileges and/or appurtenances:

- (a) **Right of Common Passage on Common Portions:** The right of common passage, user and movement in all Common Portions.
- (b) **Right of Passage of Utilities:** The right of passage of utilities including connection for telephones, televisions, pipes, cables etc. through each and every part of the Said Property/Project/Said Block.
- (c) **Right Over Common Portions:** The absolute unfettered and unencumbered right over the Common Portions subject to the terms and conditions herein contained.
- (d) **Appurtenances of Said Flat And Appurtenances:** Such rights, supports, easements and appurtenances as are usually held, used, occupied or enjoyed as part or parcel of the Said Flat And Appurtenances.
- (e) **Right of Entry:** The rights to use the pathways, ways, Said Property and/or Common Portion of the Project/Said Block to enter, use and enjoy any adjacent Project and/or any other Project.

10.2 **Owner 's Covenants:** The Owner covenant with the Buyer and admits and accepts that:

10.2.1 **Completion of Transfer:** The transfer of the Said Flat And Appurtenances shall be completed by the Owner by executing conveyance in favour of the Buyer provided the Buyer pays all amounts required for the same.

10.2.2 **Documentation for Loan:** The Owner shall provide to the Buyer all available documents so that the Buyer may get loan from banks and financial institutions.

11. Termination and its Effect

11.1 **Breach of Buyer's Covenants:** In the event the Buyer (1) fails to make payment of any part or portion of the Total Consideration, Extras and other charges, or (2) neglects or

fails to perform the Buyer's Covenants and/or the obligations on the part of the Buyer to be performed in terms of this Agreement, this Agreement shall, at the option of the Owner, stand cancelled and/or rescinded, upon which the Owner shall refund to the Buyer all payments received till that date, without any interest, after deducting 10% (ten percent) of the Total Consideration, within 60 (sixty) days. In the event the Owner condones the delay of any payment due under the terms of this Agreement, the Buyer shall be liable to pay interest @ 1.5% (one point five percent) per month or part thereof (compoundable monthly), for the period of delay, computed from the date the payment became due till the date of payment. However, such right to condone is exclusively vested upon the Owner and the Buyer shall not be entitled to claim the same as a matter of right.

- 11.2 **Charge for Delay in Possession:** Without prejudice to the provisions of Clause 9.4 and 9.5 above, in the event the Owner fails to deliver possession of the Said Flat And Appurtenances within the stipulated time, the Owner shall pay to the Buyer a fixed charge of Rs. 2000/- (Rupees Two Thousand only) per month for a 2 (two) Bedroom Unit] or a fixed charge of Rs. 3000/- (Rupees Three Thousand only) per month [if the Buyer has agreed to buy a 3 (three) Bedroom Unit], starting from the month the delay starts till the month of delivery of possession subject to force majeure.
- 11.3 **Effect:** Upon termination of this Agreement due to any of the circumstances mentioned in Clause 11.1 above, the Buyer shall not be entitled to claim any right, title and interest (either equitable or otherwise) over and in respect of the Said Flat And Appurtenances and/or the Said Block and/or the Project and/or the Said Property or part or portion thereof and the Buyer shall further not be entitled to claim any charge on the Said Flat And Appurtenances and/or any part or portion thereof, in any manner whatsoever. The effect of such termination shall be binding and conclusive on the Parties.

12. Taxes

- 12.1 **Obligation Regarding Taxes:** In the event of the Owner being made liable for payment of any tax (excepting Income Tax, if any), fee, duty, levy or any other liability under any statute or law for the time being in force or enforced in future (such as Good and Service Tax, Service tax, Works Contract Tax, Value Added Tax or any other tax, fee and imposition levied by the State Government, Central Government or any other authority or body) or if the Owner is advised by its consultant that the Owner is liable or shall be made liable for payment of any such tax, fee, duty, levy or other liability on account of the Owner having agreed to perform the obligations under this Agreement or having entered into this Agreement, then and in that event, the Buyer shall be liable to pay all such tax, fee, duty, levy or other liability and hereby indemnifies and agrees to keep the Owner indemnified against all actions, suits, proceedings, costs, charges and expenses in respect thereof. The taxes, fees, duties, levies or other liabilities so imposed or estimated by the Owner's consultant shall be paid by the Buyer on or before the Date of Possession.

13. Defects

- 13.1 **Decision of Architect Final:** If any work in the Said Flat And Appurtenances is claimed to be defective by the Buyer within a period of 1 (one) month from the Date Of Possession Notice, the matter shall be referred to the Architect and the decision of the Architect shall be final and binding on the Parties. If directed by the Architect, the Owner shall, at its own costs, remove the defects. This will however not entitle the Buyer to refuse to take possession of the Said Flat and if the Buyer does so, the provisions regarding deemed possession as contained in Clause 9.5.1 above shall apply and all consequences mentioned therein shall follow. In the context of this Clause, defects shall mean defect in construction only and not defect in bought-out items such as electrical fittings, sanitary fittings, hardware fittings etc.

14. Association and Rules

- 14.1 **Rules of Use:** The Said Flat And Appurtenances shall be owned by the Buyer subject to such rules and regulations as may be made applicable by the Owner and the Association (upon formation), from time to time.
- 14.2 **Restrictions:** The Buyer agrees that the Buyer shall use the Said Flat and Appurtenances subject to all restrictions as may be imposed by the Owner and the Association (upon formation), as applicable from time to time.

15. Force Majeure

- 15.1 **Circumstances Of Force Majeure:** The Owner shall not be held responsible for any consequences or liabilities under this Agreement if the Owner is prevented in meeting the obligations under this Agreement by reason of contingencies caused by neither of the Parties nor any unforeseen occurrences such as (1) acts of God (2) acts of nature (3) acts of war (4) fire (5) insurrection (6) terrorist action (7) civil unrest (8) riots (9) delay on account of receiving *statutory permissions* (10) *delay in the grant of electricity, water, sewerage and drainage connection or any other permission or sanction by the Government or any statutory authority* (11) any notice, order of injunction, litigation, attachments, etc. and (12) any rule or notification of the Government or any other public authority or any act of Government such as change in legislation or enactment of new law, restrictive Governmental laws or regulations and/or any circumstances beyond the control of the Owner (collectively **Circumstances Of Force Majeure**).
- 15.2 **No Default:** The Owner shall not be deemed to have defaulted in the performance of the Owner's contractual obligations whilst the performance thereof is prevented by Circumstances Of Force Majeure and the time limits laid down in this Agreement for the performance of obligations shall be extended accordingly upon occurrence of any event constituting Circumstances Of Force Majeure.

16. Miscellaneous

- 16.1 **Indian Law:** This Agreement shall be subject to Indian Laws.
- 16.2 **One Transaction:** This Agreement relates to the transaction recorded and contemplated herein and no other transactions will be entertained.
- 16.3 **Confidentiality and Non-Disclosure:** The Parties shall maintain confidentiality of all information pertaining to this agreement from becoming public or to evade non-public and/or documents concerning the transactions recorded herein, unless compelled to disclose such information and/or documents as and when asked by the judicial authority or administrative process.
- 16.4 **Partial Invalidity:** If any provision of this Agreement or the application thereof to any circumstance shall be invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provision to other circumstances shall not be affected thereby and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law. When any 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. In the event of any of the terms and conditions of this Agreement are set-aside or declared unreasonable by any Court of Law or if the Parties take the plea of frustration of contract, the entire Agreement shall not be void and shall continue to subsist to the extent of the remaining terms and conditions and bind to the Parties.
- 16.5 **No Claim of Un-Enforceability:** This Agreement is being entered into by the Parties out of free will and without any duress or coercion. Hence, none of the Parties shall have the right to claim un-enforceability of this Agreement.
- 16.6 **Right of Possession:** The right of possession of the Buyer in respect of the Said Flat And Appurtenances shall arise only upon the Buyer fulfilling all obligations as are contained in this Agreement.
- 16.7 **Nomination by Buyer:** The Buyer admits and accepts that before the execution and registration of conveyance deed of the Said Flat And Appurtenances, the Buyer will be entitled to nominate, assign and/or transfer the Buyer's right, title, interest and obligations under this Agreement **provided however** no nomination can be made by the Buyer within 12 (twelve) months from the date of this Agreement, only by following the under mentioned process:
- 16.7.1 **Application by Buyer:** The Buyer shall apply in writing to the Owner for permission to nominate.
- 16.7.2 **Permission by Owner:** On receiving such application, the Owner may grant permission for such nomination.
- 16.7.3 **Process Following Permission:** If the Owner grants permission, then and in such event and as a condition precedent to granting of such permission (1) the Buyer shall make payment of all dues of the Owner in accordance with the terms of this Agreement, up to

the time of nomination (2) the Buyer shall pay to the Owner the Nomination Charges, as mentioned in Clause 8.5.2 (i) , (3) the Buyer and the Nominee shall enter into a multi-party agreement with the Owner, for recording such nomination **and** (4) simultaneously with the execution of the aforesaid multi-party agreement, the Nominee shall enter into a fresh agreement with the Owner, identical to this Agreement. The Buyer admits and accepts that the Buyer shall not nominate or assign the rights under this Agreement **save** in the manner indicated above.

- 16.8 **Entire Agreement:** This Agreement constitutes the entire understanding between the Parties and supersedes the terms and conditions whatever agreed between the Parties prior to execution of this Agreement.
- 16.9 **Counterparts:** This Agreement is being executed simultaneously in counterparts and each copy shall be deemed to be an original and both copies shall together constitute one instrument and agreement between the Parties. One copy shall be retained by the Buyer and another by the Owner.
- 16.10 **Amendments/Modifications:** No amendments or modifications of this Agreement or any part hereof shall be valid and effective unless it is by an instrument in writing executed by all the Parties.
- 16.11 **Reservation of Rights:** No forbearance, indulgence, relaxation or inaction by any Party at any time to require performance of any of the provisions of this Agreement shall in any way affect, diminish or prejudice the right of such Party to require performance of that provision.
- 16.12 **Waiver:** Any term or condition of this Agreement may be waived at any time by the Party who is entitled to the benefit thereof. Such waiver must be in writing and must be executed by the concerned Party. A waiver on one occasion will not be deemed to be waiver on a future occasion. Omission or delay on the part of either Party to require due and punctual performance of any obligation by the other Party shall not constitute a waiver of such obligation and it shall not in any manner constitute a continuing waiver and/or as a waiver of other breaches of the same or other obligations hereunder or as a waiver of any right or remedy that the Party may otherwise have in law or in equity.
- 16.13 **No Agency:** The Parties are entering into this Agreement on principal-to-principal basis and nothing contained herein shall make the Parties agents of each other.

17. Notice

- 17.1 **Mode of Service:** Notices under this Agreement shall be served by email or by messenger or by courier/registered post/speed post with acknowledgment due at the above mentioned addresses of the Parties, unless and until the addresses are changed by prior intimation in writing. Such service shall be deemed to have been effected **(1)** on the date of delivery, if sent by email/messenger and **(2)** on the 4th day of handing over of the

cover to the postal authorities, if sent by registered post/speed post, irrespective of refusal to accept service by the Parties.

18. Alternative Dispute Resolution

18.1 **Disputes:** Disputes or differences in relation to or arising out of or touching this Agreement or the validity, interpretation, construction, performance, breach or enforceability of this Agreement (excepting disputes which are to be expressly referred to and resolved by the Architect) (collectively **Disputes**) shall be referred to the Arbitral Tribunal described in Clause 18.1.1 below and finally resolved by arbitration under the Arbitration and Conciliation Act, 1996, with modifications made from time to time. In this regard, the Parties irrevocably agree that:

18.1.1 **Constitution of Arbitral Tribunal:** The Arbitral Tribunal shall consist of 1 (one) arbitrator, who shall be an Advocate, to be nominated by the Legal Advisors.

18.1.2 **Place:** The place of arbitration shall be Kolkata only.

18.1.3 **Language:** The language of the arbitration shall be English.

18.1.4 **Binding Effect:** The Arbitral Tribunal shall have summary powers and be entitled to give interim awards/directions regarding the Disputes and shall further be entitled to avoid all rules relating to procedure and evidence as are expressly avoidable under the law. The interim/final award of the Arbitration Award shall be binding on the Parties.

18.2 **No Legal Proceeding without Recourse to Arbitration:** The Parties shall not commence legal proceedings or have any receiver appointed over the Said Flat And Appurtenances and/or the Said Block/Said Property without first referring the matter to arbitration or adjudication and till the Arbitral has given its direction/award.

19. Jurisdiction

19.1 **District Judge and High Court:** In connection with the aforesaid arbitration proceeding, only the District Judge and the High Court at Calcutta shall have jurisdiction to entertain and try all actions and proceedings.

20. Rules of Interpretation

20.1 **Number and Gender:** Words denoting the singular number include, where the context permits and requires, the plural number and vice-versa. Words denoting any gender include the other genders.

20.2 **Headings:** The headings in this Agreement are inserted for convenience only and shall be ignored in construing the provisions of this Agreement.

- 20.3 **Schedules and Plans:** Schedules and Plans appended to this Agreement form a part of this Agreement and shall always be taken into consideration for interpreting the complete understanding between the Parties. Any reference to a schedule or plan is a reference to a schedule or plan to this Agreement.
- 20.4 **Definitions:** In this Agreement, words have been defined by putting them within brackets and printing them in bold. Where a word or phrase is defined, other parts of speech or grammatical forms of that word or phrase shall have corresponding meaning.
- 20.5 **Documents:** A reference to a document includes an amendment or supplement or replacement of that document.
- 20.6 **Successors:** A reference to a Party includes that Party's successors and permitted assigns.
- 20.7 **Statutes:** Any reference to a statute, statutory provision or subordinate legislation shall include its amendment, modification, consolidation, re-enactment or replacement as enforced from time to time, whether before or after the date of this Agreement.

1st Schedule

Part- I

(Said Property)

ALL THAT the several pieces and parcels of land measuring (i) 19 (nineteen) decimal, more or less, comprised in R.S./L.R. *Dag* No.2 **And** (ii) 52 (fifty two) decimal, more or less, comprised in R.S./L.R. *Dag* No.4 **And** (iii) 57 (fifty seven) decimal, more or less, comprised in R.S./L.R. *Dag* No.14, **totaling to** 128 (one hundred and twenty eight) decimal equivalent to 77 (seventy seven) *cottah* 8 (eight) *chittack* and 26 (twenty six) square feet, more or less, comprised in R.S./L.R. *Dag* Nos 2,4 and 14, all recorded in L.R. *Khatian* No. 3196, *Mouza* Daulatpur, J.L. No.79, Police Station Bishnupur, District South 24 Parganas, within the limits of Kulerdhari *Gram Panchayet* and butted and bounded as follows:

- On The North** : **By** R.S. *Dag* No. 1 and 3 under *Mouza* Daulatpur
- On The East** : **By** R.S. *Dag* No. 5 and 3 under *Mouza* Daulatpur
- On The South** : **By** land and building of “ Gurukul Vidya Mandir” and land of R.S *Dag* no. 13 under *Mouza* Daulatpur and common road
- On The West** : **By** land and building of “ Gurukul Vidya Mandir” and part land of R.S. *Dag* no 512 , *Mouza* Hanspukuria

Part-II
(Devolution On Title)

1. **Ownership of Kalu Sk. And Another:** By virtue of inheritance from their mother Late Kadu Bibi, wife of Late Nemaï Sk., Kalu Sk. And Manu Sk. (collectively **Kalu Sk. And Another**) being the only legal heirs of Late Kadu Bibi, became the absolute owner of the Said Property, being land measuring 77 (seventy seven) *cottah* 8 (eight) *chittack* and 26 (twenty six) square feet, more or less, comprised in C.S./R.S and L.R. *Dag* Nos. 2,4 and 14, *Mouza* Daulatpur, J.L No.79, Police Station Bishnupur, District South 24 Parganas, morefully described in **Part I** of the **1st Schedule** above.
2. **Sale by Kalu Sk. And Another:** By a Deed of Conveyance dated 9th April, 1960, registered in the Office of the Additional District Sub-Registrar, Bishnupur, South 24 Parganas, in Book No. I, Volume No. 30, at Pages 218 to 222, being Deed No.3406 for the year 1960, Kalu Sk. Another sold the entirety of the Said Property, to Subal Chandra Mondal.
3. **Sale to Kusum Debi Parasramka:** By a Deed of Conveyance dated 10th April, 1962, registered in the Office District Registrar, Alipur, in Book No. I, Volume No. 31, at Pages 103 to 106, being Deed No. 1543 for the year 1962, Subal Chandra Mondal sold the entirety of the Said Property, to Kusum Debi Parasramka.
4. **Sale to Shubha Talwar:** By a Deed of Conveyance dated 11th April, 1997, registered in the Office of the District Sub-Registrar-IV, Alipore, South 24 Parganas, in Book No. I, Volume No. 38, at Pages 385 to 394, being Deed No. 3408 for the year 1998, Kusum Debi Parasramka sold the entirety of the Said Property, to Shubha Talwar.
5. **Sale to Owner:** By a Deed of Conveyance dated 7th June, 2011, registered in the Office of the Additional Registrar of Assurances-I, Kolkata, in Book No. I, CD Volume No. 14, at Pages 2254 to 2278, being Deed No. 5986 for the year 2011, Shubha Talwar sold the entirety of the Said Property, along with various other property, to the Owner.
6. **Records of Rights:** Subsequent to the purchase, the Owner has recorded its name in the records of the Land Reforms Settlements, vide L.R. *Khatian* No. 3196 and has been paying taxes regularly.
7. **Deed of Declaration/Rectification:** Owing to typographical error, in the purchase deed of the Seller, being Deed No. 5986, the respective quantum of each *Dags*, i.e. R.S./L.R. *Dag* Nos. 2, 4 and 14, comprised in the Said Property has been wrongly described, which was duly rectified by a Deed of Declaration/Rectification dated 27th

March, 2015, registered in the Office of the Additional Registrar of Assurances-I, Kolkata, in Book No. I, CD Volume No. 9, at Pages 1334 to 1343, being Deed No. 3077 for the year 2015, executed by both the erstwhile owner Shubha Talwar and the present owner, i.e. the Owner herein. Pertinent to mention herein that, for all future purposes the said Deed of Declaration is shall be considered in order to assert the Said Property and save and except the aforesaid rectification, the purchase deed of the Seller, being Deed No. 5986 has remained in full effect and virtue.

8. **Absolute Ownership of Owner:** Thus, in the aforesaid circumstances, the Owner has become the absolute owner of the Said Property.

**2nd Schedule
Part I
(Said Flat)**

Residential Flat No. 3D on Third floor, having carpet area of approximately 462.11 (Four Hundred Sixty Two point Eleveen) square feet, more or less [corresponding to super built up area measuring 709 (Seven Hundred and Nine) square feet, more or less for calculating maintenance cost only], delineated on the **Plan** annexed hereto and bordered in colour Red thereon in the proposed blocks being, **Block-2, "TOPAZ"** of the project named "**IMPERIAL RIDDHI SIDDHI**" being on a divided and demarcated portion of land comprised in R.S./L.R. *Dag* Nos 2,4 and 14, all recorded in L.R. *Khatian* No. 3196, *Mouza* Daulatpur, J.L. No.79, Police Station Bishnupur, District South 24 Parganas, within the limits of Kulerdhari *Gram Panchayet*.

**Part II
(Said Parking Space)**

Car Parking for Medium Sized Car – Right to Park

Sl. No.	Quantity in No.	Covered/Open
NIL	NIL	NIL

Two-Wheeler Parking – Right to Park

Sl. No.	Quantity in No.	Covered/Open
NIL	NIL	NIL

1. The Parking Space shall be allotted to the Buyer after completion of construction of the Said Block.
2. If covered, the Parking Space may be in the ground floor of any building in the Said Block and if open, at any place in the ground level of the Said Property.
3. If for two wheeler, the Parking Space may be at any place in the ground level reserved for the parking of two wheelers only
4. The Parking Space can only be used for parking of a medium sized motor car or two wheeler of the Buyer and not for any other purpose.

Part III
(Said Flat And Appurtenances)
[Subject Matter of Agreement]

The Said Flat, being the flat described in **Part I** of the **2nd Schedule** above.

The Land Share, being undivided, impartible, proportionate and variable share in the land underneath the Said Block, comprised within the Said Block, as be attributable and appurtenant to the Said Flat, subject to the terms and conditions of this Agreement.

The right to park in the Said Parking Space, being the car/two wheeler parking space/s described in **Part II** of the **2nd Schedule** above, if any.

The Undivided Interest In Common Portions, being undivided, impartible, proportionate and variable interest in the Common Portions described in the **3rd Schedule** below, as be attributable and appurtenant to the Said Flat, subject to the terms and conditions of this Agreement.

User Rights in Specified Facilities, being the facilities and amenities which may be provided by the Owner for common benefit and utilization of all or specified portions of the Said Block, subject to the terms and conditions of this Agreement.

3rd Schedule
(Common Portions)

- Community Hall
- Games Room
- Gymnasium
- Swimming Pool
- Guest Room
- Kids Playing Area

4th Schedule
(Specifications)

1. **General Flooring:** Vitrified Tiles Flooring
2. **Internal Walls and Ceiling:** Plaster of Paris
3. **Bath:** Semi-glazed ceramic tiles Dado upto 2 meter. With tiles flooring
4. **Kitchen:** Semi glazed ceramic tiles Dado upto 1.2 meter over platform of marble.
5. **Sanitary:** Standard good quality fixtures and fittings
6. **Electrical:** Concealed electric wiring system within the flats with good quality switch board
7. **Windows:** Sliding Aluminum Window
8. **Doors:** Good quality flush door
9. **External Walls:** Rendered in special weather proof, enamel painted M/S/ railing in stair and balcony.

5th Schedule
(Common Expenses)

1. **Common Utilities:** All charges, costs and deposits for supply, operation and maintenance of common utilities.
2. **Electricity:** All charges for the electricity consumed for the operation of the common lighting, machinery and equipment of the Said Block and the Specified Facilities.
3. **Association:** All capital and operational expenses of the Association.
4. **Litigation:** All litigation expenses incurred for the common purposes and relating to common use and enjoyment of the Common Portions and the Specified Facilities.
5. **Maintenance:** All costs for maintaining, operating, replacing, repairing, white-washing, painting, decorating, re-decorating, re-building, re-constructing, lighting and renovating and all other expenses, taxes and charges related to the Common Portions and the Specified Facilities [including the exterior or interior (but not inside any Flat) walls of the Said Block].

6. **Operational:** All expenses for running and operating all machinery, equipment and installation comprised in the Common Portions and the Specified Facilities, including elevators, diesel generator set, changeover switch, pump and other common installation including their license fees, taxes and other levies (if any) and expenses ancillary or incidental thereto and the lights of the Common Portions and the Specified Facilities.
7. **Staff:** The salaries of and all other expenses on the staff to be employed for the common purposes, viz. manager, caretaker, clerk, security personnel, liftmen, sweepers, plumbers, electricians, gardeners etc. including their perquisites, bonus and other emoluments and benefits.

6th Schedule

Extras

Particulars of charges/deposits (free of interest) to be kept with the Owner before taking delivery of possession of the Said Flat

- a) **Electricity Meter for Said Flat:** security deposit and all other billed charges of the supply agency for providing electricity meter to the Said Flat, at actual.
- b) Towards 1 (one) year deposit for common expenses and outgoings as described in the 5th Schedule above @Rs. 24/- per Sq.Ft., calculated on super built up area
- d) Towards deposit for corporation rates taxes and other taxes, extra @ Rs. 15/- per Sq.Ft., calculated on super built up area
- e) Towards sinking fund @Rs. 20/- per Sq.Ft., calculated on super built up area
- f) Charges for Legal documentation @ Rs. 15,000/-
 - i) At the time of agreement Rs. 7500/- (Seven Thousand Five Hundred only)
 - ii) At the time of conveyance Rs. 7500/- (Seven Thousand Five Hundred only)

- g) Proportionate costs for formation of the Association @Rs.5.00/- per Sq.ft
- h) Expenses for installation of Generator Nil for one KVA.
- i) Expenses for any addition/alteration work in deviation to the Architect's drawing/ Sanction plan and fees for rules 26, to be paid by the Buyer at actuals.
- j) If the Owner, at its sole discretion provides/installs any additional materials, facilities or gadgets in any part or portion of the Said Block/Project, then the Buyer shall be liable to make payment of proportionate share on account of such facilities/installation, as to be informed by the Owner, without making any demure or delay. And all such facilities/installation shall be considered as part of the Common Portions, to be used and enjoyed by the Buyer in common with the other co-buyers. In this connection be it noted herein, the nature, place of such facilities/installation shall be the sole discretion of the Owner, to which the Buyer hereby grants Buyer's consent.
- k) For arranging mutation in the name of the Buyer in the municipal records @ actuals

Note: GST and/or other applicable taxes shall be applicable on Extras.

7th Schedule
Payment Schedule

Sl.	Particulars	Flat Charges	Amount (In Rs.)
1.	Booking Amount	Rs. 50,000/-	50,000/-
2.	Within 15 days of booking/On Agreement	10% (Less : Booking Amount)	
3.	Within 45 days of booking	10%	
4.	On completion of Foundation of Block Booked	10%	
5.	On completion of First Floor Casting of Block Booked	10%	
6.	On completion of Third Floor Casting of Block Booked	10%	
7.	On completion of Roof Floor Casting of Block Booked	10%	
8.	On completion of Brick Work of Flat Booked	10%	
9.	On Starting of Installation of Lift of Blocked Booked	10%	
10.	On Completion of Flooring of Flat Booked	10%	
11.	On Possession	10%	

- Plus GST as applicable .

20. Execution and Delivery

20.1 **In Witness Whereof** the Parties have executed and delivered this Agreement on the date mentioned above.

[Owner]

[Buyer]

Witnesses:

Signature _____

Signature _____

Name _____

Name _____

Father's Name _____

Father's Name _____

Address _____

Address _____
