

Dated :

SUB: ALLOTMENT of Flat No : ____ on Floor No.: __ , in ____ Block admeasuring Carpet area of ____ Sq.ft (more or less) in _____ , an upcoming residential housing project on _____

Dear Sir / Madam,

This is in reference to your application dated: _____ for booking / allotment of the said flat at our above project, we are very pleased to allot the above flat in your name and hereby heartily welcome you as the proud member of _____ FAMILY.

Your unique Booking ID is : _____ , please quote the same for all your future references & correspondences.

Please find enclosed : Detailed Price Computation cum Payment Schedule for your perusal.

The above allotment is subject to fulfillment and timely payment of the total price as per the enclosed schedule, failing which the management shall have the right to cancel the said allotment without any further information. Timely payment shall be the essence of this allotment. This allotment shall be superseded by the agreement for sale in due course time.

However please feel free to get in touch with us for any further assistance / queries requested by yourself.

Assuring you of our best and professional services.

We hereby welcome & congratulate you once again.

Thanking You.

Yours faithfully

For _____.

Authorised Signatory

This is a computer generated and verified document hence requires no signatures.

Encl : a/a

THIS AGREEMENT made this _____ day of _____ Two Thousand _____
BETWEEN (1) LIFEMAKE CONSTRUCTION PRIVATE LIMITED (PAN AACCL4327N) having its registered office address at 1, Sarojini Naidu Sarani, 7th Floor, P.S. Shakespeare Sarani, P.O. Circus Avenue, Kolkata - 700 017, **(2) MONOGRAM TRADELINK PRIVATE LIMITED (PAN AAGCM3164L)** having its registered office address at 2/6, Sarat Bose Road, 2nd floor, Room No. 203, P.S. Ballygunge, P.O. Lala Lajpat Rai Sarani, Kolkata - 700 020 **(3) SANKET VINCOM PRIVATE LIMITED (PAN AAOCS2273A)** having its registered office address at 2/6, Sarat Bose Road, 2nd floor, Room No. 203, P.S. Ballygunge, P.O. Lala Lajpat Rai Sarani, Kolkata - 700 020 **(4) PANCHAMUKHI TRADECOM PRIVATE LIMITED (PAN AAFCP4652F)** having its registered office address at 2/6, Sarat Bose Road, 2nd floor, Room No. 203, P.S. Ballygunge, P.O. Lala Lajpat Rai Sarani, Kolkata - 700 020 **(5) NIGAM HOUSING PRIVATE LIMITED (PAN AAECN0724F)** having its registered office address at 2/6, Sarat Bose Road, 2nd floor, Room No. 203, P.S. Ballygunge, P.O. Lala Lajpat Rai Sarani, Kolkata - 700 020 **(6) NIGAM PROJECTS PRIVATE LIMITED (PAN AAECN0726H)** having its registered office address at 2/6, Sarat Bose Road, 2nd

floor, Room No. 203, P.S. Ballygunge, P.O. Lala Lajpat Rai Sarani, Kolkata - 700 020 **(7) LOK DEVELOPERS PRIVATE LIMITED (PAN AABCL3418M)** having its registered office address at 7, Rabindra Sarani, 1st floor, Room No. 2, P.S. Hare Street, P.O. Lalbazaar, Kolkata - 700 001 **(8) LOK REALTORS PRIVATE LIMITED (PAN AABCL3417E)** having its registered office address at 7, Rabindra Sarani, 1st floor, Room No. 2, P.S. Hare Street, P.O. Lalbazaar, Kolkata - 700 001 **(9) NIGAM REALTORS PRIVATE LIMITED (PAN AACCN5672J)** having its registered office address at 2/6, Sarat Bose Road, 2nd floor, Room No. 203, P.S. Ballygunge, P.O. Lala Lajpat Rai Sarani Kolkata - 700 020 **(10) SRISHTI CONSULTANTS PRIVATE LIMITED (PAN AADCS7430E)** having its registered office address at 2/6, Sarat Bose Road, 2nd floor, Room No. 203, P.S. Ballygunge, P.O. Lala Lajpat Rai Sarani, Kolkata - 700 020 **(11) MEGACITY TRADERS LLP (PAN ABCFM4913D) (formerly MEGACITY TRADERS PRIVATE LIMITED)** vide a certificate of registration on conversion dated 03.03.2016 issued by the Registrar of Companies, West Bengal having its registered office address at 5, Dr. Rajendra Prasad Sarani, 8th Floor, Room No. 8K, P.S. Hare Street, P.O. GPO, Kolkata - 700 001 **(12) BANGABHUMI CONSTRUCTIONS PRIVATE LIMITED (PAN AACCB3587G)** having its registered office address at Rawdon Enclave, 1st Floor, 10A, Rawdon Street, P.S. Shakespeare Sarani, P.O. Circus Avenue, Kolkata – 700 017 **(13) BOLERO COMMERCIAL PRIVATE LIMITED (PAN AAECB0562H)** having its registered office address at Rawdon Enclave, 1st Floor, 10A, Rawdon Street, P.S. Shakespeare Sarani, P.O. Circus Avenue, Kolkata – 700 017 **(14) BOLERO TRADELINK PRIVATE LIMITED (PAN AAECB0963E)** having its registered office address at 5/1A Hungerford Street, P.S. Shakespeare Sarani, P.O. Circus Avenue, Kolkata – 700 017 **(15) SANKET TRADECOM PRIVATE LIMITED (PAN AAOCS2272B)** having its registered office address at 7, Ironside Road, P.S. Karaya, P.O. Ballygunge, Kolkata – 700 019 **(16) ANKUSH VINCOM PRIVATE LIMITED (PAN AAICA5975B)** having its registered office address at 50 Jawahar Lal Nehru Road, 11th Floor, P.S. Shakespeare Sarani, P.O. Little Russell Street, Kolkata-700071 **(17) OVERGROW NIRMAAN PRIVATE LIMITED (PAN AABCO7800L)** having its registered office address at 50 Jawahar Lal Nehru Road, 11th Floor, P.S. Shakespeare Sarani, P.O. Little Russell Street, Kolkata-700071 **(18) BLUESNOW REALCON LLP (PAN AAQFB8108G) (formerly BLUESNOW REALCON PRIVATE LIMITED)** vide a certificate of registration on conversion dated 25.07.2016 issued by the Registrar of Companies, West Bengal having its registered office address at 8A & 8B Satyam Towers, 3, Alipore Road, 1st Floor, P.S. Alipore, P.O. Alipore, Kolkata-700027 **(19) SIDHISHREE HOUSING PRIVATE LIMITED (PAN AASCS7393F)** having its registered office address at 1, Sarojini Naidu Sarani, 7th Floor, P.S. Shakespeare Sarani, P.O. Circus Avenue, Kolkata – 700 017 **(20) ROSERISE CONSTRUCTION PRIVATE LIMITED (PAN AAGCR2929E)** having its registered office address at 1, Sarojini Naidu Sarani, 7th Floor, P.S. Shakespeare Sarani, P.O. Circus Avenue, Kolkata – 700 017, all hereinafter collectively referred to as “the **VENDORS**” (which expression unless excluded by or repugnant to the subject or context shall be deemed to

mean and include their and each of their respective successors or successors-in-office and/or nominees and assigns) of the **ONE PART**

AND

1. Sri/Smt./ M/s _____ (PAN _____) **S/o / W/o**

2. Sri/Smt./ M/s _____ (PAN _____) **S/o / W/o**

residing at _____ hereinafter referred to as “the

PURCHASER” of the **OTHER PART:**

WHEREAS:

- A. Unless, in this agreement, there be something contrary or repugnant to the subject or context:
- i) **SAID PREMISES** shall mean the **All That** the piece or parcel of land containing an area of **163.72 Sataks** more or less situate lying at and comprised in R.S. Dag Nos.185/1011, 178, 186, 179, 181, 174 & 175, recorded in Khatian Nos. 2507, 2510, 19, 174, 129, 497 & 1085, all in Mouza Rajpur, J.L No.55, Police Station Sonarpur, 24-Parganas (South) and all comprised in Holding No. 178, Netaji Subhas Road, Kolkata 700 149 in Ward No.17, Rajpur Sonarpur Municipality in the District of South 24-Parganas, more fully and particularly mentioned and described in the **FIRST SCHEDULE** hereunder written.
 - ii) **BUILDING/S AND/OR NEW BUILDING/S** shall mean the New Residential Building named “**AMAYA RESIDENCES**” proposed to be constructed at the said Premises and for the time being containing several Blocks and containing several independent and self contained flats, parking spaces and other constructed areas.
 - iii) **CO-OWNERS / UNIT-HOLDERS** according to the context shall mean the persons who for the time being have purchased or agreed to purchase from the Vendors any Unit in the Building and have taken possession thereof (including the Vendors for those Units and other constructed spaces not alienated by them and/or reserved and/or retained by them for their own exclusive use).

- iv) **COMMON AREAS AND INSTALLATIONS** shall mean the areas installations and facilities in the Said Premises as mentioned and specified in **PART-I** of the **THIRD SCHEDULE** hereunder written and expressed or intended by the Vendors for exclusive use and enjoyment by the occupants of the Said Premises.

It is clarified that the Common Areas and Installations shall not include the parking spaces, roofs/terraces at different floor levels attached to any particular flat or flats, exclusive greens / gardens attached to any particular flat or flats and other open and covered spaces at the Premises and the Buildings which the Vendors may from time to time express or intend not to be so included in the common areas and installations and the Vendors shall be entitled to deal with and/or dispose of the same in their absolute discretion, to which the Purchaser hereby consents.

- v) **COMMON EXPENSES** shall mean and include all expenses to be incurred for the management maintenance upkeep and administration of the Common Areas and Installations and rendition of common services in common to the co-owners of the Said Premises and all other expenses for the common purposes (including those mentioned in the **FOURTH SCHEDULE** hereunder written) to be contributed and shared by the Co-owners.
- vi) **COMMON PURPOSES** shall mean and include the purpose of managing maintaining upkeeping and administering the Common Areas and Installations, rendition of services in common to the Unit Holders / Co-owners in the Said Premises for the Common Areas and Installations, collection and disbursement of the common expenses and dealing with all matters of common interest of the Unit Holders and relating to their mutual rights and obligations for the beneficial use and enjoyment of their respective units exclusively and the Common Areas and Installations in common.
- vii) **UNITS** shall mean the independent and self-contained flats and/or other constructed areas (capable of being independently and exclusively used and enjoyed) in the Buildings at the said premises and wherever the context so permits or intends shall include the servant's quarter / store room and/or Parking Space/s and/or exclusive right to use of roof/s / terrace/s and/or exclusive right to use of gardens / greens and/or other properties benefits and rights, if any, attached to the respective flats.
- viii) **PARKING SPACES** shall mean covered parking spaces in or portions of the Buildings / Blocks at the premises and also the open parking spaces in the open compound at the

ground level of the premises as expressed or intended by the Vendors at their sole discretion for parking of motor cars and other vehicles. Notwithstanding anything elsewhere to the contrary herein contained, it is expressly agreed and clarified that any allotment of parking shall for intents and purposes mean the exclusive right to park motor cars or other vehicles as may be specified, without the allottee thereof having any ownership or title to the space thereof. It is also clarified that in case any parking be a stack car parking, then allottees of both the stack parkings shall allow each other to park his / her / its motor car and for that shall do all acts as be necessary (including to remove / shift his / her motor car from time to time as be required).

- ix) **BUILT-UP AREA** according to the context shall mean and include the plinth area of any unit in the Buildings (including the area of the balconies / terraces therein and/or attached thereto and also including the thickness of the external and internal walls thereof and columns therein **PROVIDED THAT** if any wall or column be common between two units, then one half of the area under such wall or column shall be included in the area of each such Unit).
- x) **CHARGEABLE AREA** according to the context and in relation to a particular unit shall mean and include the Built-Up Area of such Unit **AND** shall include the proportionate share of the areas of the common areas in the Buildings and the Premises, attributable to such Unit as shall be determined by the Vendors in their absolute discretion. In case any terrace / roof be attached to any flat, then one-half area of such terrace / roof shall be taken as Chargeable Area thereof.
- xi) **PROPORTIONATE OR PROPORTIONATELY** according to the context shall mean the proportion in which the chargeable area of the said Unit may bear to the chargeable area of all the Units in the Said Premises;

PROVIDED THAT where it refers to the share of the Purchaser or any Co-owner in the rates and/or taxes amongst the Common Expenses then such share of the whole shall be determined on the basis on which such rates and/or taxes are being respectively levied (i.e. in case the basis of any levy be on area rental income consideration or user then the same shall be determined on the basis of the area rental income consideration or user of the said Unit);

PROVIDED FURTHER THAT where it refers to the share of the Purchaser in the land underneath the Block in which the said Unit is situated, same shall be the proportion in

which the chargeable area of the said Unit may bear to the chargeable area of all the Units in such Block only;

- xii) **SAID UNIT** shall mean the Residential Flat No. _____ on the _____ (_____) floor of the Block ____ Tower ____ of the Buildings to be constructed at the said premises morefully and particularly mentioned and described in the **SECOND SCHEDULE** hereunder written with fittings and fixtures to be provided therein by the Vendors as mentioned in **PART-II** of the **THIRD SCHEDULE** hereunder written **and wherever the context so permits** shall include the servant's quarter / store room if so specifically and as expressly mentioned and described in the within stated **SECOND SCHEDULE and further wherever the context so permits** shall include the Purchaser's proportionate undivided indivisible impartible variable share in the Common Areas and Installations as also in the Land underneath the Block in which the said Flat be situate **and further wherever the context so permits** shall include the right of parking one or more motor car/s in or portion of the parking space, if so specifically and as expressly mentioned and described in the withinstated **SECOND SCHEDULE and further wherever the context so permits** shall include the exclusive right to use the Open Private Terrace attached to the said Flat if so specifically and as expressly mentioned and described in the withinstated **SECOND SCHEDULE and further wherever the context so permits** shall include the exclusive right to use the green / garden attached to the said Flat if so specifically and as expressly mentioned and described in the withinstated **SECOND SCHEDULE**.
- xiii) **SAID SHARE IN THE LAND** shall mean the proportionate undivided indivisible impartible variable share in the land underneath the Block in which the said Unit, agreed to be purchased by the Purchaser, be situate.
- xiv) **MAINTENANCE COMPANY / ASSOCIATION** shall mean any Company incorporated under any provisions of the Companies Act, 1956 or any Association or any Syndicate Committee or Registered Society or any other Association of Persons of the Co-owners, that may be formed by the Vendors for the common purposes having such rules regulations bye-laws and restrictions as be deemed proper and necessary by the Vendors in their absolute discretion.
- xv) **MAINTENANCE IN-CHARGE** shall upon formation of the Maintenance Company and its taking over charge of the acts relating to the Common Purposes from the Vendors shall mean the Maintenance Company and till such time the Maintenance Company is formed

and takes over charge of the acts relating to the Common Purposes shall mean the Vendors.

- xvi) **DATE OF COMMENCEMENT OF LIABILITY** shall mean the date on which the Purchaser takes actual physical possession of the said Unit after fulfilling all his liabilities and obligations in terms of the clause 5 hereinafter or the date of expiry of the period specified in the notice by the Vendors or any of them to the Purchaser to take possession of the said Unit in terms of the said clause 5 irrespective of whether the Purchaser takes actual physical possession of the said Unit or not, whichever be earlier.
- xvii) **ARCHITECTS** shall mean M/s. INNATE of 26/2 Ballygunge Circular Road, 3rd Floor, Kolkata 700 019 or such other Architects as may be appointed by the Vendors from time to time for the Buildings;
- xviii) **ADVOCATES** shall mean Messrs. Saraogi & Company, Advocates of No.7B Kiran Shankar Roy Road, 4th Floor, Kolkata 700001 appointed for the said Project at the said Premises;
- xix) **PLAN** shall mean the plan for the time being sanctioned by the Rajpur Sonarpur Municipality vide Building Permit No.2198/CB/17/62 dated 17/03/2015 for construction of the Buildings at the said Premises and shall include sanctionable modifications thereof and/or alterations thereto as may be made from time to time by the Vendors. It is clarified that in case additional constructions are sanctioned by the concerned authorities, then the Vendors shall be entitled to construct and deal with the same, to which the Purchaser hereby consents.
- xx) Words importing **SINGULAR NUMBER** shall include the **PLURAL NUMBER** and vice versa.
- xxi) Words importing **MASCULINE GENDER** shall include the **FEMININE GENDER** and **NEUTER GENDER**; Similarly words importing **FEMININE GENDER** shall include **MASCULINE GENDER** and **NEUTER GENDER**; Likewise **NEUTER GENDER** shall include **MASCULINE GENDER** and **FEMININE GENDER**.
- xxii) The expression **PURCHASER** shall be deemed to mean and include:
 - (a) In case the Purchaser be an individual or a group of persons, then his or her or their respective heirs legal representatives executors and administrators;
 - (b) In case the Purchaser be a Hindu Undivided Family, then its members for the time being their respective heirs legal representatives executors and administrators;
 - (c) In case the Purchaser be a partnership firm or an LLP, then its partners for the time being their respective heirs legal representatives executors administrators;

- (d) In case the Purchaser be a company, then its successors or successors-in-office;
- B. The Vendors are seized and possessed of and/or otherwise well and sufficiently entitled as the full and absolute owners to the said Premises described in **the FIRST SCHEDULE** hereunder written, absolutely and forever. Devolution of title of the Vendors to the said Premises is set out in the **SIXTH SCHEDULE** hereunder written.
- C. Plan for construction of the New Buildings at the said Premises has been sanctioned by concerned authorities.
- D. The Purchaser, being desirous of owning **ALL THAT** the said Unit morefully and particularly mentioned and described in the **SECOND SCHEDULE** hereunder written, approached the Vendors to sell convey and transfer the same to the Purchaser to which the Vendors agreed to at or for the consideration and on the terms and conditions hereinafter contained.

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED AND DECLARED BY AND BETWEEN THE PARTIES HERETO as follows:

1. **TITLE & PLANS:** The Purchaser has examined and got himself fully satisfied about the title of the Vendors to the said Premises and all legal incidents and matters in relation thereto and/or affecting the same, including those hereinbefore recited and also hereinafter stated, and has accepted the same to be free from all encumbrances whatsoever and agrees and covenants not to raise any objection thereto or make any requisition in connection therewith.
 - 1.1 The Purchaser has also inspected the Building Plan presently sanctioned by the concerned authorities and agrees and covenants not to raise any objection with regard thereto. The Purchaser agrees and consents to the fact that in case additional constructions are sanctioned by the concerned authorities, then the Vendors shall be entitled to construct and deal with, to which the Purchaser hereby consents and shall not raise any objection with regard thereto, including with regard to the fact that owing to construction of such additional areas, the occupants of such additional areas / constructions shall be entitled to proportionate ownership and common use of the Common Areas and Installations and the proportionate undivided share of the Purchaser in the land underneath the Block in which the said Unit be situate, as also in the Common Areas and Installations, shall be and/or is likely to stand reduced. The Purchaser also consents and confirms that the Vendors shall be at liberty to have the plan to be modified and/or altered from time to time.

2. **SALE OF PROPERTY AND CONSIDERATION:** The Vendors have agreed to sell and transfer **ALL THAT** the said Unit morefully and particularly mentioned and described in the **SECOND SCHEDULE** hereunder written **TOGETHER WITH** the said Share in the Land **AND TOGETHER WITH** proportionate undivided indivisible impartible variable share in the Common Areas and Installations morefully and particularly mentioned and described in **PART-I** of the **THIRD SCHEDULE** hereunder written, attributable to the said Flat **TOGETHER WITH** right to use the Common Areas and Installations in common with the other persons lawfully entitled to common user of the same, and the Purchaser agrees to purchase the same at or for the consideration mentioned in **PART-I** of the **FIFTH SCHEDULE** hereunder written payable in installments as mentioned in **PART-II** of the **FIFTH SCHEDULE** hereunder written on and subject to the terms and conditions contained herein.
 - 2.1 Time for payment of the consideration and all other amounts hereunder by the Purchaser to the Vendors shall be the essence of the contract.
3. **UNIT CONSTRUCTION:** Subject to Force Majeure and subject to the Purchaser making payment of the consideration and other amounts within the due dates stipulated hereunder and complying with the Purchaser's other obligations herein contained, the Vendors shall construct and complete the construction of the said Unit within the period mentioned in **PART-III** of the **THIRD SCHEDULE** hereunder written and shall cause to be installed and completed the Common Areas and Installations within a reasonable time thereafter. The said Unit will be provided with the fittings fixtures and amenities as specified in **PART-II** of the **THIRD SCHEDULE** hereunder written.
 - 3.1 The Vendors will construct the Building in accordance with the Plan, with such sanctionable modifications thereof and/or alterations thereto as be deemed fit and proper by the Vendors.
4. **NO OBSTRUCTION / HINDRANCE :** The Purchaser shall not in any manner cause any objection obstruction interference hindrance impediment or interruption at any time hereafter in the construction or completion of construction of or in the Buildings or other parts of the said Premises in any manner (notwithstanding the delivery of possession of the said Unit to the Purchaser in the meantime and notwithstanding there being temporary inconvenience in the use and enjoyment thereof by the Purchaser) nor shall at any time hereafter do or omit to be done anything whereby the construction or development of the Buildings or the said Premises or the sale or transfer of the other Units in the Buildings/Said Premises is in any way interrupted or objected or

obstructed or interfered or interrupted or hindered or impeded with nor shall in any way commit breach of any of the terms and conditions herein contained and if due to any neglect or default on the part of the Purchaser or because of any act or omission on the part of the Purchaser, the Vendors or any of them are restrained from construction as aforesaid and/or transferring and disposing of the other units therein then and in that event without prejudice to such other rights the Vendors may have, the Purchaser shall be liable to compensate and also indemnify the Vendors for all losses damages costs claims demands actions and proceedings that may be suffered or incurred by the Vendors or any of them.

5. **POSSESSION AND CONVEYANCE:** Upon the said Unit being made habitable, the Vendors shall give a notice thereof to the Purchaser who shall within 15 (fifteen) days of its service pay the entire balance consideration and all other amounts and deposits payable by the Purchaser to the Vendors hereunder and fulfill all his other covenants hereunder and complete the purchase of the said Unit and take possession of the said Unit.
- 5.1 It is expressly agreed understood and clarified as follows:
- (i) The Vendors shall not be liable to deliver possession of the said Unit to the Purchaser nor to execute or cause to be executed any Sale Deed or other instruments until such time the Purchaser makes payment of all amounts agreed and required to be paid hereunder by the Purchaser and the Purchaser has fully performed all the terms conditions and covenants of this Agreement and on the part of the Purchaser to be observed and performed until then;
- (ii) The Purchaser's liabilities and obligations towards payment of Common Expenses, rates and taxes and other outgoings payable in respect of the said Unit as well as all or any consequence of default, non performance or delay in performance of all or any of the obligations and covenants as contemplated under the Heading "**Management Maintenance and Common Enjoyment**" hereunder shall be deemed to have commenced on and from the Date of Commencement of Liability irrespective of when the Purchaser takes actual physical possession of the said Unit.
- 5.2 Subject to the Purchaser making payment of the entire consideration and all other amounts and deposits payable by the Purchaser hereunder and complying with all his other obligations hereunder, the Vendors shall execute Sale Deed or Deeds in respect of the said Unit in favour of the Purchaser upon the delivery of possession of the said Unit to the Purchaser, it being expressly made clear that the Vendors shall not be obliged to deliver possession of the said Unit to the Purchaser unless the Purchaser executes

and/or is ready and willing to execute the conveyance simultaneously with such delivery of possession.

- 5.2.1 It is expressly agreed that the said Unit shall be deemed to be fit for delivery of possession as soon as the same is completed internally with the fittings fixtures and amenities mentioned in **PART-II** of the **THIRD SCHEDULE** hereunder written and the entrance ground floor lobby of the concerned Block is completed and at least one lift in the concerned Block made operative and water drainage sewerage and electricity connections (temporary or permanent) are provided in or for the said Unit, it being clarified that it will not be necessary for the Vendors to complete the Building / Blocks in all manner and to install and make operative all the Common Areas and Installations before the Vendors giving such notice to the Purchaser, which the Vendors shall be entitled to do within a reasonable time thereafter.
- 5.3 In case upon completion of construction of the said Unit, the chargeable area of the said Flat varies from the area stated in the **Second Schedule** hereunder written, then the amounts payable under this Agreement by the Purchaser to the Vendors towards consideration, deposits and/or otherwise (wherever such deposits and other amounts are payable on the basis of the chargeable area comprised in the said Flat) shall also vary accordingly.
- 5.4 It is further expressly agreed that with effect from the Date of Commencement of Liability, it shall be deemed that the Vendors have duly complied with all their obligations hereunder to the full satisfaction of the Purchaser and the Purchaser shall not be entitled thereafter to raise any dispute against or claim any amount from the Vendors on any account whatsoever.
- 5.5 The conveyance and other documents of transfer to be executed in pursuance hereof shall be in such form and shall contain such covenants exceptions restrictions etc., as be drawn by the Advocates and the Purchaser shall execute the same without raising any objection.
- 5.6 Without prejudice to the generality of the foregoing it is expressly agreed that as regards the construction of the said Unit, in case any purported defect in the construction of the said Unit or in the materials used therein is noticed by the Purchaser within 1 (one) year from the Date of Commencement of Liability, the Purchaser shall immediately bring the same to the notice of the Vendors and unless the purported defect has arisen due to any act or omission on the part of the Purchaser or his agents, the Vendors shall wherever possible, rectify the purported defect without charge to the

Purchaser or the Vendors shall pay a reasonable compensation for such defect or change, if the same cannot be easily rectified.

- 5.6.1 Notwithstanding anything to the contrary contained in clause 5.6 immediately preceding, it is expressly agreed and understood that in case the Purchaser, without first notifying the Vendors and without giving to the Vendors the opportunity to inspect assess and determine the nature of the purported defect, alters the state and condition of the area of the purported defect, then the Vendors shall be relieved of their obligations contained in clause 5.6 immediately preceding.
6. **RESTRICTIONS ON ALIENATION:** Before taking actual physical possession of the said Unit in terms of clause 5 hereinabove and execution and registration of the Sale Deed to be executed in pursuance hereof, the Purchaser shall not deal with, let out, encumber, transfer or alienate the said Unit or his rights under this Agreement without the consent in writing of the Vendors first had and obtained in writing **Provided That** the Purchaser may transfer or alienate the said Unit or his rights under this Agreement with the consent in writing of the Vendors (which consent the Vendors may refuse to grant without assigning any reason whatsoever) after expiry of a period of 12 (twelve) months from the date hereof ("Lock-in Period") and that too only after the Purchaser having made payment of the entirety of all amounts payable hereunder to the Vendors and not being in default in observance of his obligations under this Agreement **Provided Further That** the Purchaser shall be liable for payment to the Vendors of a fee / charge calculated **@Rs. 100 (Rupees One Hundred)** only per Square Foot of the Chargeable Area of the said Unit or such other fee / charge as may be decided and/or made applicable from time to time by the Vendors in their absolute discretion for such transfer or alienation **And Subject Nevertheless To** the following terms and conditions:
- i) The Vendors shall consent to such nomination transfer or alienation only upon being paid the fee / charge as aforesaid;
 - ii) Any such nomination assignment transfer or alienation shall be subject to the terms conditions agreements and covenants contained hereunder and on the part of the Purchaser to be observed fulfilled and performed;
 - iii) The Purchaser shall have previously informed the Vendors in writing of the full particulars of such nominee / transferee;
 - iv) Under no circumstances, the Purchaser shall be entitled to let out the said Unit before possession of the said Unit is delivered to the Purchaser in terms hereof and the Purchaser having duly made payment of all amounts payable hereunder and having duly complied with all the Purchaser's obligations hereunder.

- 6.1 It is clarified that any change in the control or ownership of the Purchaser (if being a Company or a partnership or an LLP) shall come within the purview of such nomination / assignment / transfer and be subject to the above conditions.
7. **EXTRAS AND DEPOSITS** : In addition to the consideration payable by the Purchaser to the Vendors as stated hereinabove, the Purchaser shall, before the Date of Commencement of Liability, pay to the Vendors:
- i) Full costs charges and expenses, for making any additions or alterations and/or for providing at the request of the Purchaser any additional facility and/or utility in or relating to the said Unit in excess of those specified herein and proportionate share of those costs charges and expenses for providing any additional or extra common facility or utility to the Co-owners in the said Buildings in addition to those mentioned herein, payable before the work is commenced by the Vendors. It is further clarified that if by reason of such additional work any delay is caused in completion of construction of the said Unit and/or the Common Areas and Installations ultimately resulting in delay in the delivery of possession of the said Unit by the Vendors to the Purchaser, the Vendors shall not be liable for any interest damages compensation etc., that may be suffered by the Purchaser thereby.
 - ii) Betterment fees, development charges and other levies taxes duties and statutory liabilities that may be charged on the premises or the said Unit or on its transfer or construction in terms hereof partially or wholly, as the case may be and the same shall be paid by the Purchaser within 7 days of the demand being made by the Vendors.
 - iii) Pay to the Vendors the Electrical & Generator Charges calculated at the rate of Rs.150/= (Rupees One hundred and fifty) only per Sq. Ft of the chargeable area of the flat. Additionally, the Purchaser shall also be liable for payment of service tax on such amount.
 - iv) The full amount of Security Deposit and other costs payable to electricity authorities for obtaining direct electric meter in respect of the said Unit and proportionate share of the total amount of Security Deposit and other costs payable to the electricity authorities for the electric meter/s for maintenance lighting running and

operating common areas and installations. It is clarified that the obligation of obtaining direct electric meter in respect of the said Unit shall be that of the Purchaser.

v) All stamp fees and registration fees on execution and registration of this agreement and of the sale deed and other documents to be executed and/or registered in pursuance hereof **and** also all statutory charges payable therefor including the charges of the copywriter for copying of such documents and expenses incidental to registration. The Purchaser is aware that stamp duty on this agreement is payable on ad-valorem basis on the market value of the said Unit and the Vendors shall as and when called upon by the Purchaser, be present for registration and admittance of their signatures.

vi) Make payment of the fees and/or legal charges of the Advocates for preparation of this Agreement and the Sale Deed to be executed in pursuance hereof, which shall be Rs. 15000/- (Rupees Fifteen Thousand only) per Unit, out of which Rs. 7500/- (Rupees Seven Thousand Five Hundred only) shall be paid by the Purchaser to the said Advocates at or before the execution hereof and the balance Rs. 7500/- (Rupees Seven Thousand Five Hundred only) on or before the Date of Commencement of Liability or the date of execution of the sale deed in respect of the said Unit, whichever be earlier. In addition to the said fees, the Purchaser shall also be liable for payment of service tax thereon, if and as applicable.

vii) Works Contract (Sales) Tax, Service Tax, Vat and other government taxes duties levies and impositions, as applicable from time to time.

viii) Towards formation of Maintenance Company, being Rs. 2000/- (Rupees Two Thousand) only per unit.

7.1 The Purchaser shall deposit and/or keep deposited with the Vendors and/or the Maintenance In-charge the following sums of money against the respective heads hereinbelow mentioned, to remain in deposit with the Vendors and/or the Maintenance In-charge and in the event of any default by the Purchaser in making payment of the municipal and other rates taxes and outgoing, electricity charges, maintenance charges and proportionate liability towards the Common Expenses (including those mentioned in the **FOURTH SCHEDULE** hereunder written) within the due dates and in the manner mentioned hereunder, the Vendors and/or the Maintenance In-charge in their sole discretion and without prejudice to the other rights and remedies available to the

Vendors and/or the Maintenance In-charge, be entitled to meet out of the said deposit the amount/s under default.

- i) A sum calculated @Rs. ___/= (Rupees _____) only per Square foot of the Carpet Area of the said Unit towards rates and taxes in respect of the said Unit;
- ii) A sum calculated @Rs. ___/= (Rupees _____) only per Square foot of the Carpet Area of the said Unit towards advance maintenance charges and proportionate liability towards the Common Expenses (including those mentioned in the **Fourth Schedule** hereunder written);
- iii) A sum calculated @Rs. ___/= (Rupees _____) only per Square foot of the carpet area of the said Units towards Sinking Fund;

7.1.1 Unless otherwise expressly so mentioned, all the said amounts specified in clause 7.1 hereinabove are refundable to the Purchaser by the Vendors or the Maintenance In-charge, as applicable, at the time of transfer of the said Unit by the Purchaser to its transferee / buyer Provided That equivalent amount or amount as may be applicable at that point of time is deposited by such transferee / buyer with the Vendors or the Maintenance In-charge, as applicable;

7.2 Unless otherwise expressly so mentioned, all the said amounts specified in clauses 7 and 7.1 hereinabove shall be paid and/or deposited by the Purchaser with the Vendors and/or the Maintenance In-Charge, as the case may be, before the Date of Commencement of Liability. This shall not however prejudice the Vendors' and/or the Maintenance In-Charge's right to claim or realise the said amounts thereafter in case the liability arises or accrues thereafter or if the Vendors deliver possession of the said Unit without claiming and/or receiving the same and/or otherwise.

7.3 It is expressly agreed and understood that in case the exact liability on all or any of the heads mentioned hereinabove cannot be quantified then the payment shall be made according to the Vendors' reasonable estimate subject to subsequent accounting and settlement within a reasonable period.

7.4 Any apportionment of the liability of the Purchaser in respect of any item of expenses, taxes, duties, levies and outgoings payable by the Purchaser hereunder done by the Vendors shall be final and binding on the Purchaser.

7.5 Any payment and/or deposit to be made by the Purchaser hereunder shall not carry any interest.

8. **MANAGEMENT, MAINTENANCE AND COMMON ENJOYMENT:** As a matter of necessity, the ownership and enjoyment of the units by Co-owners shall be consistent with the rights and interest of all the other Co-owners and in using and enjoying their

respective units and the Common Areas and Installations, each of the Co-owners (including the Purchaser) shall be bound and obliged:

- (a) to co-operate with the Maintenance In-charge in the management and maintenance of the said Premises and the common purposes;
- (b) to observe fulfill and perform the rules regulations and restrictions from time to time in force for the quiet and peaceful use enjoyment and management of the said Premises and in particular the Common Areas and Installations, and other common purposes, as may be made and/or framed by the Vendors and/or the Maintenance Company, as the case may be;
- (c) to allow the Maintenance In-charge and their authorised representatives with or without workmen to enter into their units at all reasonable times for want of repairs and maintenance of the Buildings and the common purposes and to view and examine the state and condition thereof and make good all defects decays and want of repair in their units within seven days of giving of a notice in writing by the Maintenance In-charge thereabout **Provided That** in case or emergencies / exigencies, not such notice shall be required to be given;
- (d) to use their respective flats (and servant's quarter, if any) only for the private dwelling and residence in a decent and respectable manner and for no other purposes (such as Guest House, Boarding & Lodging House, Hotel, Nursing Home, Meeting Place, Club, Eating & Catering Centre, Hobby Centre or any commercial, manufacturing or processing work etc.,) whatsoever without the consent in writing of the Vendors first had and obtained, it being expressly agreed that such restriction on the Co-owners shall not be applicable to the Vendors nor shall in any way restrict the right of the Vendors or any of them to use or permit to be used any unit belonging to the Vendors or any of them for non-residential purposes;
- (e) to use the car parking spaces, if any granted and/or agreed to be granted only for the purpose of parking of medium sized motor cars.
- (f) not to use the ultimate roof of the Buildings or the Common Areas and Installations for bathing or other undesirable purposes or such purpose which may cause any nuisance or annoyance to the other Co-owners.
- (g) to use the Common Areas and Installations only to the extent required for ingress to and egress from their respective units of men and materials and passage of utilities and facilities.
- (h) to keep the common areas, open spaces, parking areas, paths, passages, staircases, lobbies, landings etc., in the premises free from obstructions or encroachments and in a

clean and orderly manner and not to store or allow any one to store any goods articles or things therein or thereat or in any other common areas of the premises.

- (i) not to claim any right whatsoever or howsoever over any unit or portion in the premises save their units.
- (j) not to put any nameplate or letter box or neon-sign or board in the common areas or on the outside wall of the Buildings save a letter-box at the place in the ground floor as be expressly approved or provided by the Vendors and decent nameplates outside the main gates of their units. It is hereby expressly made clear that in no event any Co-Owner shall open out any additional window or any other apparatus protruding outside the exterior of his flat / unit.
- (k) not to do or permit to be done any act deed or thing which may render void or voidable any policy of Insurance on any unit or any part of the said Premises or may cause any increase in the premia payable in respect thereof.
- (l) not to alter the outer elevation of the Buildings or any part thereof nor decorate the exterior of the Buildings or the premises otherwise than in the manner agreed by the Maintenance In-charge in writing or in the manner as near as may be in which it was previously decorated.
- (m) not to deposit or throw or permit to be deposited or thrown any rubbish or refuse or waste in the top roof, staircase, lobby, landings, pathways, passages or in any other Common Areas and Installations nor into lavatories, cisterns, water or soil pipes serving the Buildings nor allow or permit any other person to do so.
- (n) not to commit or permit to be committed any alteration or changes in pipes, conduits, cables and other fixtures and fittings serving the other units in the Buildings.
- (o) To keep their respective units and party walls, sewers, drains pipes, cables, wires, entrance and main entrance serving any other Unit in the Buildings in good and substantial repair and condition so as to support shelter and protect and keep habitable the other units/parts of the Buildings and not to do or cause to be done anything in or around their respective units which may cause or tend to cause or tantamount to cause or affect any damage to any flooring or ceiling of any other portion over below or adjacent to their respective units. In particular and without prejudice to the generality to the foregoing, the Co-owners shall not make any form of alteration in the beams and columns passing through their respective units or the common areas for the purpose of making changing or repairing the concealed wiring and piping or otherwise.
- (p) not to let out transfer or part with the possession of the parking right or the servant quarter / store room, if any agreed to be allotted and/or granted to them independent of the flats agreed to be sold to them nor vice versa, with the only exception being that they shall be entitled to let out transfer or part with possession of their parking spaces

independent of their flats / commercial spaces to any other owner of flat in the Buildings and none else.

- (q) In case any Open Terrace be attached to any flat, then the same shall be a right appurtenant to such flat and the right of use and enjoyment thereof shall always travel with such flat and the following rules terms conditions and covenants shall be applicable on the purchaser thereof in relation thereto:
- i) The purchaser thereof shall not be entitled to sell convey transfer or assign such Open Terrace independently (i.e. independent of the flat owned by such purchaser in the said buildings);
 - ii) The purchaser thereof not make construction of any nature whatsoever (be it temporary or permanent) on such Open Terrace nor cover the same in any manner, including *Shamianas* etc.;
 - iii) The purchaser thereof not install a tower or antenna of a mobile phone company or display hoardings or placards.
- (r) In the event any Co-Owner has been allotted any right of car parking motor car or other vehicle within the premises, then such Co-Owner shall be bound and obliged to observe fulfill and perform the following terms and conditions:
- (i) The Co-Owner shall use such Parking Space only for the purpose of parking of its own medium sized motor car and for no other purpose whatsoever and shall not at any time claim ownership title interest or any other right over the same save the exclusive right to park one medium sized motor car thereat;
 - (ii) The Co-Owner shall not be entitled to sell transfer or assign such parking space or his right of parking car at such Parking Space or allow or permit any one to park car or other vehicle at such Parking Space as tenant, lessee, caretaker, licensee or otherwise or part with possession of such Parking Space, independent of his Unit, to any person;
 - (iii) The Co-Owner shall not make any construction of any nature whatsoever in or around such Parking Space or any part thereof nor cover such parking space by erecting walls / barricades etc. of any nature whatsoever;
 - (iv) The Co-Owner shall not park nor allow or permit anyone to park motor car or any other vehicle nor shall claim any right of parking motor car or any other vehicle in or at the driveways pathways or passages within the said premises or any other portion of the premises save at the allotted Parking Space;
 - (v) The Co-Owner shall observe fulfill and perform all terms conditions stipulations restrictions rules regulations etc., as be made applicable from time to time by the Vendors or any of them and/or the Maintenance Company with regard to the user and maintenance of the parking spaces in the said buildings and the said premises.

- (vi) The Co-Owner shall remain liable for payment of all municipal and other rates and taxes, maintenance charges and all other outgoings payable in respect of such Parking Space, if and as applicable, and shall indemnify and keep saved harmless and indemnified the Vendors and each of them with regard thereto.

- (s) In the event any Co-Owner has been allotted any servant's quarter / store room, whether jointly with the flat or independently, then such Co-Owner shall be bound and obliged to observe fulfill and perform the following terms and conditions:
 - (i) The Co-Owner shall use such servant's quarter / store room only for the purpose of residence of his servant or storage, as applicable, and for no other purpose whatsoever;
 - (ii) The Co-Owner shall not be entitled to sell transfer or assign to any person such servant's quarter / store room or allow or permit any one to use such servant's quarter / store room as tenant, lessee, caretaker, licensee or otherwise or part with possession of such servant's quarter / store room, independent of his Unit,;
 - (iii) The Co-Owner shall observe fulfill and perform all terms conditions stipulations restrictions rules regulations etc., as be made applicable from time to time by the Vendors or any of them and/or the Maintenance Company with regard to the user and maintenance of the servant's quarters / store room.
 - (iv) The Co-Owner shall remain liable for payment of all municipal and other rates and taxes, maintenance charges and all other outgoings payable in respect of such servant's quarter / store room and shall indemnify and keep saved harmless and indemnified the Vendors and each of them and the Maintenance Company with regard thereto.
 - (t) not to carry on or cause to be carried on any obnoxious injurious noisy dangerous hazardous illegal or immoral deed or activity in or through their units.
 - (u) not to slaughter or kill any animal in any area (including common areas / parking areas etc.) under any circumstances whatsoever, including for any religious purpose or otherwise.
 - (v) not be entitled to nor permitted to make any structural changes / modifications to their respective units or any part thereof Provided That internal finishing work may be carried out by the Co-owners in a lawful manner.
 - (w) not make construction of any nature whatsoever (be it temporary or permanent) in or about the balcony / terraces etc., nor cover the same in any manner, including *Shamianas* etc.
 - (x) to abide by and observe and perform all the relevant laws, norms, terms, conditions, rules and regulations with regard to user and operation of water, electricity, drainage, sewerage, lifts, tube-well generator and other installations and amenities at the said premises including those under the West Bengal Fire Service Act and rules made

thereunder and shall indemnify and keep the Vendors and each of them saved harmless and indemnified from and against all losses damages costs claims demands actions and proceedings that they or any of them may suffer or incur due to any non compliance, non performance, default or negligence on their part.

- (y) maintain at their own costs, their respective units in the same good condition state and order in which the same be delivered to them and abide by all laws, bye-laws, rules, regulations and restrictions (including those relating to Fire Safety under the West Bengal Fire Services Act and the rules made thereunder) of the Government, Rajpur Sonarpur Municipality, Kolkata Metropolitan Development Authority, CESC Limited and/or the WBSEB Limited, Fire Brigade, and/or any statutory authority and/or local body with regard to the user and maintenance of their respective units as well as the user operation and maintenance of the lifts, tube-well, generator, water, electricity, drainage, sewerage and other installations and amenities at the premises and to make such additions and alterations in or about or relating to their respective units and/or the Buildings as be required to be carried out by them, independently or in common with the other Co-owners as the case may be without holding the Vendors or any of them in any manner liable or responsible therefor and to pay all costs and expenses therefor wholly or proportionately as the case may be and to be answerable and responsible for deviation or violation of any of their conditions or rules or bye-laws and shall indemnify and keep the Vendors and each of them and the Maintenance In-charge and each of them saved harmless and indemnified from and against all losses damages costs claims demands actions and proceedings that they or any of them may suffer or incur due to any non compliance, non performance, default or negligence on the part of the Co-owners.
- (z) to apply for and obtain at their own costs separate apportionment / assessment and mutation of their respective units, as may be permissible, in the records of the Rajpur Sonarpur Municipality.
- (aa) not to fix or install air conditioners in their respective flats save and except at places where provision has been made by the Vendors for installation of the same. In case of and in the event any Co-owner installs air conditioner/s at any place other than the places earmarked and/or specified for the same, then and in that event, such Co-owner shall be liable to pay to the Vendors penalty charges of a sum calculated @Rs.200/= (Rupees Two Hundred) only per sq. ft., of the chargeable area of such Co-owner's flat and shall also forthwith remove the air conditioner/s. Further, before installation, the Co-owners shall also get the layout plan of the air conditioner/s to be installed in their respective flats

approved by the Vendors and shall further ensure that all water discharged by the split air conditioning units is drained within their respective flats.

- (bb) not to close or permit the closing of verandahs, lounges, balconies, lobbies or the common areas and also not to alter or permit any alteration in the elevation and outside colour scheme of the exposed walls of the verandahs, balconies, lounges or any external walls or the fences of external doors and windows including grills of the flat which in the opinion of the Vendors or any of them or the Maintenance Company differs from the colour scheme of the buildings or deviation of which in the opinion of the Vendors or any of them or the Maintenance Company may affect the elevation in respect of the exterior walls of the buildings and if so done by any Co-owner, such Co-owner shall be liable to pay to the Vendors, liquidated damages assessed @Rs.200/= (Rupees Two Hundred) only per sq. ft. of the chargeable area of such Co-owner's flat. Such Co-owner shall also be liable to reimburse to the Vendors and/or the Maintenance Company, the actual costs, charges and expenses plus 50% (fifty Percent) of such actual costs, charges and expenses, for restoring the concerned flat to its original state and condition, for and on behalf of and as the agent of such Co-owner.
- (cc) not to make in the flat any structural addition or alteration and/or cause damage to beams, columns, partition walls etc. and in case of default the defaulting Co-owner shall be liable to pay to the Vendors penalty / charges of a sum calculated @Rs.200/= (Rupees Two hundred) only per sq. ft., of the chargeable area of the concerned flat.
- (dd) to bear and pay and discharge exclusively the following expenses and outgoings:-
- i) Municipal rates and taxes and water tax, if any, assessed on or in respect of their respective units directly to the Rajpur Sonarpur Municipality Provided That so long as their respective units are not assessed separately for the purpose of such rates and taxes, each Co-owner shall pay and/or deposit in the Suspense Account of the Rajpur Sonarpur Municipality proportionate share of all such rates and taxes assessed on the Premises or pay the same to Vendors or any of them, as be intimated by the Vendors from time to time;
 - ii) All other taxes land revenue impositions levies cess and outgoings whether existing or as may be imposed or levied at any time in future on or in respect of their respective units or the Buildings or the said Premises as a whole and whether demanded from or payable by the Co-owners or the Vendors and the same shall be paid by the Co-owners wholly in case the same relates to their respective units and proportionately in case the same relates to the Buildings or the said Premises as a whole.
 - iii) Electricity charges for electricity consumed in or relating to their respective units and until a separate electric meters are obtained by the Co-owners for their respective

units, the Vendors or any of them and/or the Maintenance In-Charge shall (subject to availability) provide a reasonable quantum of power in their respective units from their own existing sources and the Co-owners shall pay electricity charges to the Maintenance In-charge based on the reading shown in the sub-meter provided for their respective units at the rate at which the Maintenance In-charge shall be liable to pay the same to CESC Limited and/or the WBSEB Limited.

- iv) Charges for enjoying and/or availing excess power (i.e. in excess of that agreed under their respective Unit Sale Agreements) from the common Generator installed / to be installed and the same shall be payable to the Maintenance In-charge And also charges for using enjoying and/or availing any other utility or facility, if exclusively in or for their respective units, wholly and if in common with the other Co-owners, proportionately to the Vendors or the appropriate authorities as the case may be.
- v) Proportionate share of all Common Expenses (including those mentioned in the **Fourth Schedule** hereunder written) payable to the Maintenance In-charge from time to time. In particular and without prejudice to the generality of the foregoing, the Co-owners shall pay to the Maintenance In-charge, a minimum of maintenance charges calculated @Rs.2.50 (Rupees Two and Fifty Paise) only per square foot per month of the Chargeable Area of their respective units. The said minimum rate shall be subject to revision from time to time as be deemed fit and proper by the Maintenance In-charge at its sole and absolute discretion after taking into consideration the common services provided and the general escalation in the market rates of such services.
- vi) All penalty surcharge interest costs charges and expenses arising out of any delay default or negligence on the part of the Co-owners in payment of all or any of the aforesaid rates taxes impositions and/or outgoings proportionately or wholly as the case may be (including Delayed Payment Surcharge as charged by CESC Ltd. and/or the WBSEB Limited from its consumers for the delay payment of its bills).
- (ee) to observe such other covenants as be deemed reasonable by the Vendors and/or the Maintenance Company from time to time for the common purposes.

8.1 Unless otherwise expressly mentioned elsewhere herein, all payments mentioned herein shall be made within 7th day of the month for which the same shall be due in case of monthly payments and otherwise also all other payments herein mentioned shall be made within 7 days of demand being made by the Maintenance In-charge. The bills and demands for the amounts payable by the Purchaser shall be deemed to have been served upon the Purchaser, in case the same is left in the said Unit or in the letterbox earmarked for the said Unit.

- 8.2 Until the expiry of three months of a notice in writing given by the Vendors or any of them to the Purchaser and the other co-owners to take over charge of the acts relating to common purposes, the Vendors or any of them and/or any person or persons nominated, appointed and/or authorised by the Vendors to take over of the acts relating to the Common Purposes shall be the Maintenance In-charge and look after the common purposes and the Purchaser undertakes to regularly and punctually pay to the Vendors or its nominee/appointees as aforesaid the maintenance charges and other amounts payable by the Purchaser hereunder.
- 8.2.1 So long the Vendors or any of them or their nominee/appointee as aforesaid is the Maintenance In-charge, the Purchaser shall not hold the Maintenance In-charge liable for rendering any accounts or explanation of any expenses incurred by the Maintenance In-charge in their acts relating to the Common Purposes nor shall the Purchaser be entitled to hold the Vendors or their nominee/appointee as aforesaid responsible to furnish any accounts, vouchers, bills, documents etc., in any manner and the Purchaser as well as the Maintenance Company / Association shall remain liable to indemnify and keep indemnified the Vendors for all liabilities due to non-fulfillments of their respective obligations contained herein by the Purchaser and/or the Maintenance Company / Association.
- 8.3 The notice contemplated under clause 8.2 hereinabove may be given by the Vendors at their sole discretion upon transfer of all the Units in the Said Premises to the Co-owners or, earlier, and immediately upon receipt of such notice, the Purchaser along with the other Co-owners shall at their own costs and expenses and in a lawful manner form the Maintenance Company / Association for the common purposes with the Co-owners as shareholders or members, as the case may be, and each shareholder or member shall have voting rights in such Maintenance Company / Association equivalent to one vote per Unit, it being clarified that in case there be more than one Purchaser of one Unit even then only one of such Purchasers who is nominated amongst them shall be entitled to have voting rights appertaining to their Unit.
- 8.3.1 The Purchaser and the other Co-owners shall sign and execute all papers, documents and applications for the purpose of formation of the Maintenance Company / Association and proportionately pay and incur all costs fees and expenses in that behalf and do all the necessary acts deeds and things and the Vendors shall not in any manner be responsible and liable therefor. These presents itself shall be deemed to be the application of the Purchaser for allotment of shares of the Maintenance Company, if formed, and the Vendors shall be entitled (but not obliged) to adjust the amount

payable towards share application money from the deposits made by the Purchaser with Vendors.

- 8.4 Upon formation of the Maintenance Company / Association, the Vendors shall transfer to the Maintenance Company / Association all its rights responsibilities and obligations with regard to the common purposes (save those expressly reserved by the Vendors hereunder or so intended to be or so desired by the Vendors hereafter) whereupon only the Maintenance Company / Association shall be entitled thereto and obliged therefor, it being expressly agreed and clarified that in case on the date of expiry of the notice period specified in clause 8.2 hereinabove, the Maintenance Company / Association is not formed then all such rights responsibilities and obligations with regard to the common purposes shall be deemed as on such date to have been transferred by the Vendors to all the Co-owners for the time being of the Buildings without any further act on the part of the Vendors and whereupon only the Co-owners shall be entitled thereto and obliged therefor. All reference to the Vendors herein with regard to the common purposes shall thenceforth be deemed to be reference to the Maintenance Company / Association or the Co-owners as the case may be.
- 8.4.1 At the time of handing over the charge to the Maintenance Company / Association or to the Co-owners as the case may be, the Vendors shall also transfer the residue then remaining of the deposit made by the Purchaser under clause 7.1 hereinabove after adjusting all amounts then remaining due and payable by the Purchaser and the amounts thus transferred shall be held by the Maintenance Company / Association or the Co-owners to the account of the Co-owners respectively for the purpose thereof and the Purchaser and the other Co-owners and the Maintenance Company / Association shall remain liable to indemnify the Vendors for all liabilities due to non fulfillment of their respective obligations by the Purchaser and/or the other Co-owners and/or the Maintenance Company / Association and also for all liabilities claims and demands arising in course of the maintenance management upkeep and administration of the said premises by the Maintenance Company / Association and/or Co-owners (including those on account of loss of life or property due to operation and maintenance of lifts and/or other installations in the said premises).
- 8.4.2 Furthermore, with effect from date of expiry of the notice period specified in clause 8.2 hereinabove written or the formation of the Maintenance Company / Association and its taking charge of the acts relating to the common purposes whichever be earlier, all the employees of the Vendors having appointment as on such date for the common purposes such as watchmen, security men, caretaker, sweeper, etc., shall be employed

and/or absorbed by the Maintenance Company / Association or the Co-owners as the case may be with continuity of service with effect from such date.

8.5 The rules and regulations and/or byelaws/memorandum of the said Maintenance Company / Association shall not be inconsistent herewith.

8.6 In the event of the Purchaser failing and/or neglecting or refusing to make payment or deposits of the maintenance charges, municipal rates and taxes, Common Expenses or any other amount payable by the Purchaser under these presents and/or in observing and performing the covenants terms and conditions of the Purchaser hereunder, then without prejudice to the other remedies available against the Purchaser hereunder, the Purchaser shall be liable to pay to the Maintenance In-charge interest at the rate of 1.5% per mensem on all the amounts in arrears and without prejudice to the aforesaid, the Maintenance In-charge shall be entitled to:

- (i) disconnect the supply of electricity to the said Unit;
- (ii) withhold and stop all other utilities and facilities (including lift, generator etc.) to the Purchaser and his family members, servants, visitors, guests, tenants, licensees and/or the said Unit;
- (iii) to demand and directly realise rent and/or other amounts becoming payable to the Purchaser by any tenant or licensee or other occupant in respect of the said Unit;
- (iv) to display the name of the Purchaser as a defaulter on the notice board of the Building/s.

8.6.1 It is also agreed and clarified that in case any Co-owner (not necessarily being the Purchaser herein) fails to make payment of the maintenance charges, municipal rates and taxes, Common Expenses or other amounts and as a result there be disconnection / discontinuity of services etc. (including disconnection of electricity, water etc.), then the Purchaser shall not hold the Vendors or any of them or the Maintenance In-charge responsible for the same in any manner whatsoever.

9. **PURCHASER'S ACKNOWLEDGEMENTS, COVENANTS AND ASSURANCES:** The Purchaser shall not cause any objection obstruction interference or interruption at any time hereafter in the construction or completion of construction of or in the Said Premises or other parts of the said premises (notwithstanding there being temporary inconvenience in the use and enjoyment by the Purchaser of the said Unit) nor do anything whereby the construction or development of the said Building or the said Premises or the sale or transfer of the other Units in the Said Premises is in any way interrupted or hindered or impeded with and if due to any act matter or deed of the Purchaser, the Vendors are restrained from construction of the Said Premises and/or

transferring and disposing of the other units in the Said Premises or the said Premises then and in that event without prejudice to such other rights the Vendors may have, the Purchaser shall be liable to compensate and also indemnify the Vendors for all pre-determined losses damages costs claims expenses dues charges demands actions and proceedings suffered or incurred by the Vendors or any of them.

- 9.1 The Purchaser shall not nor be entitled to ask, demand or seek delivery of possession of the said Unit so long the Purchaser has not paid, in full, the consideration and other amounts and deposits agreed to be paid herein or is in default in performing any of his obligations and covenants herein contained.
- 9.2 Save the said Unit, the Purchaser shall have no nor shall claim any right whatsoever or howsoever over and in respect of the other flats / units and spaces or servant's quarters / store-rooms or constructed areas or parking spaces at the said Premises or the Buildings thereat.
- 9.3 The Purchaser shall within 6 (six) months of completion of sale apply for and obtain at his own costs separate assessment and mutation of the said Unit in the records of concerned authorities.
10. **DEFAULTS:** The Purchaser shall pay interest at the then prevailing State Bank of India Savings Bank Account Rate on all sums becoming due hereunder and which the Purchaser fails to pay to the Vendors within the period stipulated hereunder for the period during which the Purchaser remains in default. This will be without prejudice to the other rights of the Vendors herein, including the right to terminate at its sole discretion. The Vendors shall have the discretion to waive and/or reduce the interest payable as aforesaid.
- 10.1 In case the Purchaser commits delay / default in making payment of the consideration mentioned herein or in observing his covenants herein within time or in case the Purchaser desires to cancel this agreement then in such event, this agreement shall at the option of the Vendors stand terminated and rescinded and the Vendors shall become entitled to enjoy and/or transfer the said Unit to any person without in any way becoming liable to the Purchaser and upon the Vendors having entered into a contract for sale of the said Unit with any new buyer or buyers, the Vendors shall refund to the Purchaser the earnest money paid by the Purchaser to the Vendors after deduction of a sum equivalent to 5% (five percent) of the total consideration as and by way of pre-determined compensation/liquidated damages.

- 10.2 In case the Vendors condone the default of the Purchaser then in such event, the Purchaser shall, along with such dues and/or arrears, pay interest at the rate mentioned in clause 10 hereinabove for the period of default on all amounts remaining unpaid and nonetheless in addition thereto it is expressly agreed and declared that the period stipulated in **PART-III** of the **THIRD SCHEDULE** hereunder written for construction of the said Unit by the Vendors shall stand automatically extended by such period of default by the Purchaser.
- 10.3 In case the Purchaser duly and punctually complies with and/or is ready and willing to comply with all his obligations hereunder and the Vendors fail to construct the said Unit within the period stipulated in **Part-III** of the **Third Schedule** hereunder written, then the Vendors shall be allowed automatically an extension of 6 (six) months whereof without being liable for any penalty or interest during such extended period and in case of failure on the part of the Vendors to construct the said Unit even within such extended period then and only in such event-
- (i) the Purchaser shall have the option either to claim interest at the then prevailing State Bank of India Savings Bank Account Rate from the Vendors as damages / compensation arising from the date of expiry of the period of construction and the extension thereof till the date of delivery of possession of the said Unit to the Purchaser;

or in the alternative

- (ii) to terminate the contract and claim refund of the amount of consideration paid by the Purchaser to the Vendors till then alongwith accrued interest as damages / compensation mentioned in sub-clause immediately preceding.
11. **FORCE MAJEURE** : The giving of possession of the said Unit by the Vendors to the Purchaser and the compliance of all other obligation by the Vendors shall nevertheless be subject to the Vendors not being prevented by force majeure and storm, tempest, fire, flood, earthquake and other Acts of God or Acts of Government, Statutory Body etc., strike, riot, mob, air raid, acquisition / requisition proceedings, labour unrest, shortage or non availability of construction material, order of injunction or otherwise restraining development or construction at the said premises by the Court of Law, Tribunal or Statutory Body and any other reason beyond the Vendors' control shall be included in force-majeure for such purposes.
12. **RIGHTS OF THE VENDORS:** Notwithstanding anything elsewhere to the contrary herein contained, it is expressly agreed and understood by and between the Vendors and the Purchaser as follows:

- (a) The Vendors shall have the right to grant to any person the exclusive right to park motor cars and/or other vehicles in or at the parking spaces or otherwise use and enjoy for any other purposes, the side, front and back open spaces surrounding the buildings at the premises and also the covered spaces in the Buildings (including car parking spaces but not the one expressly provided for to the Purchaser under this Agreement) in such manner as the Vendors shall in their absolute discretion think fit and proper.
- (b) The proportionate share of the Purchaser in various matters referred herein shall be such as be determined by the Vendors and the Purchaser shall accept the same notwithstanding there being minor variations therein for the sake of convenience.
- (c) Save the said Unit the Purchaser shall have no right nor shall claim any right whatsoever or howsoever over and in respect of other units and spaces or constructed areas or car parking spaces at the said premises and the Vendors shall be absolutely entitled to use, enjoy, transfer, sell and/or part with possession of the same and/or to deal with the same in any manner and to any person and on any terms and conditions as the Vendors in their absolute discretion shall think fit and proper and the Purchaser hereby consents to the same and agrees not to obstruct or hinder or raise any objection with regard thereto nor to claim any right of whatsoever nature over and in respect of the said areas and spaces belonging to the Vendors exclusively.
- (d) It is expressly agreed understood and clarified that at any time hereafter, the Vendors shall be absolutely entitled to enter into any agreement or arrangement with the owners and/or co-owners of adjoining properties on such terms as be agreed by and between the Vendors and the owners of such adjoining properties. In such event, such additional land added on to the said Premises (hereinafter for the sake of brevity referred to as the "**Enlarged Property Under Development**") shall increase the scope and ambit of the development presently envisaged by the Vendors and the proportionate share of the Purchaser in the common areas and installations may stand varied owing to such additional land / development and the Purchaser shall not be entitled to raise any objection or dispute (notwithstanding any temporary inconvenience or difficulty that the Purchaser may be subjected to) nor to claim refund or reduction of the consideration and other amounts payable by the Purchaser hereunder nor to claim any amount or consideration from the Vendors on account thereof and furthermore the Purchaser shall fully co-operate with the Vendors and sign execute and submit all affidavits, declarations, powers, authorities, no objections, consents etc., as may be required by the Vendors.

- (e) The Vendors may in their absolute discretion shall also be absolutely entitled to enter into any agreement or arrangement with the owners/occupiers of any other property adjoining / contiguous to the said Premises thereby allowing/permitting them, temporarily or permanently, the right of user and enjoyment of the Common Areas Installations and Facilities in the said Premises in lieu/exchange of such owners/occupiers of the such adjoining/contiguous property granting similar right of user and enjoyment to the unit-owners/occupiers of the said Premises of the Common Areas Installations and Facilities comprised in such adjoining/ contiguous property.
- (f) Notwithstanding anything elsewhere to the contrary herein contained it is expressly agreed and understood that the Vendors shall be exclusively entitled to all future horizontal and vertical exploitation of the said Premises lawfully, including by way of raising further storey or stories on the roofs for the time being of the Buildings / Blocks or any of them and to do all acts deeds and things and make all alterations and connections (including to connect all existing utilities and facilities available at the said Premises viz. lifts, water, electricity, sewerage, drainage, air-conditioning etc., to the new constructions) as be deemed to be expedient to make such areas and constructions tenantable and to use, enjoy, hold and/or sell transfer the same to any person on such terms and conditions as the Vendors in their absolute discretion may think fit and proper and the Purchaser's said share in the Land and also in the Common Areas and Installations shall also stand reduced owing to such construction but the Purchaser shall not be entitled to raise any objection or dispute (notwithstanding any inconvenience or difficulty that the Purchaser may be subjected to) nor to claim refund or reduction of the consideration and other amounts payable by the Purchaser hereunder nor to claim any amount or consideration from the Vendors on account thereof and furthermore the Purchaser shall fully co-operate with the Vendors and sign execute and submit all affidavits, declarations, powers, authorities, no objections, consents etc., as may be required by the Vendors.
- (g) Notwithstanding anything elsewhere to the contrary herein contained it is expressly agreed and understood that the Vendors shall be exclusively entitled to and shall have the exclusive right to install its own glow sign / signage without any fee or charge and also to install and/or permit any person to install Towers, V-Sat, Dish or other Antennas or installations of any nature on the roofs for the time being of the Buildings / Blocks or any of them or any part thereof on such terms and conditions as the Vendors may in its sole discretion think fit and proper without any objection or hindrance from the Purchaser, and the Purchaser hereby consents to the same;

13. **MISCELLANEOUS:** The Purchaser shall have no connection whatsoever with the purchasers / buyers of the other Units and there shall be no privity of contract or any agreement arrangement or obligation or interest as amongst the Purchaser and the other Co-owners (either express or implied) and the Purchaser shall be responsible to the Vendors for fulfilment of the Purchaser's obligations and the Purchaser's obligations and the Vendors' rights shall in no way be affected or prejudiced thereby.
- 13.1 The properties and rights hereby agreed to be sold to the Purchaser is and shall be one lot and shall not be partitioned or dismembered in part or parts in any manner save with the consent of the Vendors in writing. It is further agreed and clarified that any transfer of the said Unit by the Purchaser shall not be in any manner inconsistent herewith and the covenants herein contained shall run with the land.
- 13.2 If at any time hereafter there be imposition of any new or enhancement in any tax or levy or betterment fees or development charges or levies under any statute rules and regulations on the said Premises and/or the Buildings as a whole and/or the said Unit or on the transfer thereof, the same shall be borne and paid by the Purchaser proportionately or wholly as the case may be within 7 days of a demand being made by the Vendors without raising any objection thereto.
- 13.3 The Vendors may already have created mortgage and/or charge on the said Premises and shall be at liberty to create further mortgages and/or charges in respect of the said Premises or any part thereof and the Purchaser hereby consents to the same. At the time of execution of the deed of conveyance / transfer in terms hereof, the Vendors, as applicable, assure to have the said Unit released from any such mortgage and/or charge with intent that the Purchaser, subject to his making payment of all the amounts payable hereunder or otherwise and complying with his other obligations herein, will be acquiring title to the said Unit free of all such mortgages and charges created by the Vendors.
- 13.4 For the purpose of facilitating the payment of the consideration, the Purchaser shall be entitled to apply for and obtain financial assistance from recognized banks and/or financial institutions. In the event of the Purchaser obtaining any financial assistance and/or housing loan from any bank and/or financial institution, the Vendors shall be entitled and are hereby authorised by the Purchaser to act in accordance with the instructions of the bank and/or financial institution in terms of the agreement between the Purchaser and the Bank and/or financial institution, SUBJECT HOWEVER TO the Vendors being assured of all amounts being receivable for sale and transfer of the said

Unit and in no event the Vendors shall assume any liability and/or responsibility for any loan and/or financial assistance which may be obtained by the Purchaser/s from such bank and/or financial institution. Further, in case the Purchaser desires to transfer the said Unit, then the Purchaser shall at its own costs be obliged to bring / obtain the requisite NOC from the concerned financing Bank / Financial Institution / Lender.

- 13.5 As soon as the said buildings are constructed, the Maintenance In-charge shall insure the same at the said premises with any general insurance company and obtain insurance policy covering the liability of any loss or death caused by any defect on the part of the Vendors in the land and Buildings. Such policy shall cover the risks extending not less than 90% of the estimated value of only the said Buildings (and not the land) and cover for five years from the date of possession of the last of the units in the said Buildings. The Maintenance Company, upon its formation, shall be named as beneficiary by the Vendors under such policy of insurance, to which the Purchaser hereby expressly consents.
- 13.6 In case upon completion of construction of the said Unit the Chargeable Area thereof varies then the amounts payable hereunder by the Purchaser to the Vendors towards consideration money, deposits and/or otherwise (wherever such deposits and other amounts are payable on the basis of the Chargeable Area comprised in the said Unit) shall also vary at the rates specified herein and otherwise proportionately.
- 13.7 This Agreement contains the entire agreement of the parties and no oral representation or statement shall be considered valid or binding upon either of the parties nor shall any provision of this Agreement be terminated or waived except by written consent by both parties. The Purchaser acknowledges upon signing of this Agreement that no agreements, conditions, stipulations, representations, guarantees or warranties have been made by the Vendors or their agents, servants or employees other than what is specifically set forth herein.
- 13.8 Any delay or indulgence by the Vendors in enforcing the terms of this Agreement or any forbearance or giving of time to the Purchaser shall not be construed as waiver of any breach or non-compliance by the Purchaser nor shall the same in any way or manner prejudice the rights to the Vendors.
- 13.9 The Project / Building/s at the said Premises shall bear the name **"AMAYA RESIDENCES"** unless changed by the Vendors from time to time in their absolute discretion.

- 13.10 The paragraph headings do not form a part of the agreement and have been given only for the sake of convenience and shall not be taken into account for the construction or interpretation thereof.
14. **ARBITRATION:**
- (a) Disputes to be settled by Arbitration:** Any dispute, controversy or claims between the parties hereto arising out of or relating to this Agreements or the breach, termination or invalidity thereof, shall be settled by arbitration in accordance with the provisions of the Arbitration and Conciliation Act, 1996.
- (b) Arbitral Tribunal:** The arbitral tribunal shall be composed of a Sole Arbitrator namely Mr. Nirupam Saraogi, Advocate of No.7B Kiran Shankar Roy Road, Kolkata 700001 or any person nominated by him.
- (c) Place of Arbitration:** The place of arbitration shall be Kolkata and any award made whether interim or final, shall be deemed for all purposes between the Parties to be made in Kolkata.
- (d) Language and Applicable Law:** The arbitral proceeding shall be conducted in the English language and any award or awards shall be rendered in English. The Arbitrator shall not be obliged to follow any procedural law and shall be entitled to set up its own procedure.
- (e) Award Final and Binding:** The award of the arbitral tribunal shall be final and conclusive and binding upon the Parties hereto and the Parties shall be entitled (but not obliged) to enforce the award. Such enforcement shall be subject to the provisions of the Arbitration and Conciliation Act, 1996.
- (f) Summary Proceedings and Interim Awards:** The arbitral tribunal shall have the right to proceed summarily and to make interim awards.
15. **JURISDICTION:** Courts within the Ordinary Original Civil Jurisdiction of the Calcutta High Court alone shall have the jurisdiction to entertain try and determine all actions and proceedings between the parties hereto relating to or arising out of or under this agreement or connected therewith including the arbitration as provided hereinabove.
16. **NOTICE:** Unless otherwise expressly mentioned herein all notices to be served hereunder by any of the parties on the other shall be deemed to have been served if served by hand or sent by registered post with acknowledgment due at the address of the other party mentioned hereinabove or hereafter notified in writing and irrespective of any change of address or return of the cover sent by registered post without the same

being served. None of the parties shall raise any objection as to service of the notice deemed to have been served as aforesaid.

THE FIRST SCHEDULE ABOVE REFERRED TO:
(said Premises)

ALL THAT the piece or parcel of land containing an area of **163.72 Sataks** more or less situate lying at and comprised in R.S. Dag Nos.185/1011, 178, 186, 179, 181, 174 & 175, recorded in R.S. Khatian Nos. 2507, 2510, 19, 174, 129, 497 & 1085, all in Mouza Rajpur, J.L No.55, Police Station Sonarpur, 24-Parganas (South) and all comprised in Holding No.178, Netaji Subhas Road, in Ward No.17, Rajpur Sonarpur Municipality in the District of South 24-Parganas, which is butted and bounded as follows:

on the North : By R.S. Dag No. 175(P), 177, 178(P), 173, 172(P) & 187;
on the South : By R.S. Dag Nos. 181(P), 179(P), 186(P) & 1074;
on the East : By R.S. Dag Nos. 185, 184, 187;
on the West : By R.S. Dag No. 177 and Netaji Subhas Road;

OR HOWSOEVER OTHERWISE the same now are or is or heretofore were or was situate butted bounded called known numbered described or distinguished.

THE SECOND SCHEDULE ABOVE REFERRED TO:
(UNIT)

ALL THAT the Residential Flat bearing No. ____ containing a built up area of ____ Square Feet more or less on the ____ floor of the Block ____ Tower ____ at the said Premises described in the **First Schedule** hereinabove written **TOGETHER WITH** the Servant Quarter / Store Room bearing No. ____ containing a carpet area of ____ Square Feet more or less on the ____ floor of the ____ Block at the said Premises **WITH** Exclusive Right to use the Open Terrace/s adjoining the said Flat containing an area of ____ Square Feet. The total carpet and/or chargeable area of the said flat is _____ **Square Feet** more or less.

TOGETHER WITH the right to park _____ motor car(s) at such place in the open compound of the said Premises surrounding the Building as be decided and earmarked by the Vendors in their absolute discretion at the time of completion of sale in terms hereof.

TOGETHER WITH the right to park _____ medium sized motor car(s) at such covered parking spaces in or portions of the Building as be decided and earmarked by the Vendors in their absolute discretion at the time of completion of sale in terms hereof.

THE THIRD SCHEDULE ABOVE REFERRED TO

PART – I
(Common Areas and Installations)

1. Entrance and exit gates of the premises.
2. Paths passages driveways and open spaces in the building / premises other than those intended to be reserved for parking of motor cars marked by the Vendors for use of any Unit/Owner.
3. Entrance lobbies.
4. Staircase including landing on all the floors.
5. Lifts and lift machine rooms.
6. Ultimate roof/s of the Building/s.
7. Stand-by diesel generator set of reputed make of sufficient capacity for lighting the lights at the common areas, for operation of lifts and pump during power failure and generator room in the ground floor of the building complex.
8. Concealed Electrical wiring and fittings and fixtures for lighting the staircases, lobby and landings and separate electric meter/s and meter room in the ground floor.
9. Water pump with motor and with water supply pipes to overhead water tank and with distribution pipes therefrom connecting to different units.
10. Underground water reservoir for domestic water with a pull on pumps installed thereat.
11. Waste water and sewerage evacuation pipes from the Units to drains and sewers to the municipal drain.
12. Room for darwan/security guard, space for services in the building.
13. Community Hall, Gym Room, Games Room, Landscaped garden, Children Play Area.
14. Requisite arrangement of Intercom/EPABX with connections to each individual flat from the reception in the ground floor.
15. Boundary walls.
16. Fire fighting system/control room.

PART-II
(Specifications of construction)

Walls	Clay / Flyash Brick or AAC Blocks
Wall Finish	Interior – Plaster of Paris: Exterior – Combination of superior quality cement/textured paints
Flooring and Dado	1) Vitrified Tiles in all bedrooms, Living / Dining
	2) Kitchen/Toilet flooring to be made with anti skid Ceramic Tiles
Kitchen	1) Kitchen platform to be made of Granite
	2) Dado of Ceramic Tiles upto a height of two feet from the platform
	3) Stainless Steel Sink
Toilet	1) Standard ceramic tiles on the wall up to 7" Height

	2) Reputed brands of good quality sanitaryware and CP fittings.
	3) Concealed plumbing and pipe work.
	4) Provision for Geyser
Doors	1) Door frame made of timber or any engineered material.
	2) Flush Solid core/Panel doors
	3) Lock of stainless steel / brass
Windows	Fully glazed aluminium windows
	1) Provision for adequate light points
Electricals	2) Modular Switches
	3) Provision for TV and Telephone lines in all Bedrooms and Living/Dining
Common Lighting	Overhead illumination for compound and street-lighting inside the complex
Wiring	Concealed copper wiring for electricity , telephone and television
Air Conditioning	Provision for air conditioning in all bedrooms
	1) Two elevators per tower
Amenities	2) Intercom facility
	3) Fire fighting equipment and extinguishers as required by law.
Generator	500 watts of backup power for every 2 BHK apartment and 750 watts of backup power for every 3 BHK apartment.

PART-III
(Period of construction of Unit)

The Unit described in the **SECOND SCHEDULE** hereinabove written shall be constructed and completed within _____, with a grace period of 6 (six) months.

THE FOURTH SCHEDULE ABOVE REFERRED TO:
(Common Expenses)

1. **Association / Maintenance Company:** Establishment and all other capital and operational expenses of the Association / Maintenance Company.
2. **Common Areas and Installations:** All charges and deposits for supply, operation and maintenance of common areas and installations.
3. **Electricity:** All charges for the electricity consumed for the operation of the common areas, machineries and installations.
4. **Litigation:** All litigation expenses incurred for the common purposes and relating to common use and enjoyment of the Common Areas & Installations.
5. **Maintenance:** All costs for maintaining, cleaning, operating, replacing, repairing, white-washing, painting, decorating, re-decorating, re-building, re-constructing, lighting and renovating the Common Areas & Installations of the Premises, including the exterior or interior (but not inside any Unit) walls of the Buildings, and in particular the top roof (only to the extent of leakage and drainage to the upper floors).

6. **Operational:** All expenses for running and operating all machinery, equipments and installations comprised in the Common Areas & Installations of the Premises, including lifts, generator, changeover switches, fighting equipments and accessories, CCTV, if any, EPABX if any, pumps and other common installations including their license fees, taxes and other levies (if any) and expenses ancillary or incidental thereto and the lights of the Common Areas & Installations of the Premises, and also the costs of repairing renovating and replacing the same and also including the costs/charges incurred for entering into "Annual Maintenance Contracts" or other periodic maintenance contracts for the same.
7. **Rates and Taxes:** Municipal tax, surcharges, Land Revenue, Khajana, Multistoried Buildings Tax, Water Tax and other levies in respect of the Buildings and/or the Premises save those separately assessed in respect of any unit.
8. **Insurance:** Insurance premium, if incurred for insurance of the Buildings and also otherwise for insuring the same against earthquake, damages, fire, lightning, mob, violence, civil commotion (and other risks, if insured)
9. **Staff:** The salaries of and all other expenses of the staff to be employed for the Common Purposes, viz. maintenance personnel, administration personnel, manager, accountants, clerks, gardeners, sweepers, liftmen etc., including their perquisites, bonus and other emoluments and benefits.
10. **Reserves:** Creation of funds for replacement, renovation and/or other periodic expenses.
11. **Others:** All other expenses and/or outgoings including litigation expenses as are incurred by the Maintenance In-charge for the common purposes.

THE FIFTH SCHEDULE ABOVE REFERRED TO:

PART - I

Lumpsum Consideration money for the said Unit, including for parking rights (if any)

Rs. _____ (Rupees _____ only)

Note : Service Tax as be applicable from time to time shall be borne paid and discharged by the Purchaser.

**PART-II
(Installments)**

The amount mentioned in **PART-I** hereinabove shall be paid by the Purchaser to the Vendors in installments as follows:

Sl	Particulars	Flat	Utility	Legal
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1	Booking Amount (minimum Rs. 51000/-)			
2	On execution of sale agreement (including Rs. 2 Lakhs)	20%	0%	50%
3	On completion of Piling of the Block booked	7.5%	0%	0%
4	On Completion of Ground Floor Roof of the Block Booked	7.5%	0%	0%
5	On Completion of Second Floor Casting of the Block Booked	7.5%	0%	0%
6	On Completion of Fourth Floor Casting of the Block Booked	7.5%	20%	0%
7	On Completion of Seventh Floor Casting of the Block Booked	7.5%	20%	0%
8	On Completion of Tenth Floor Casting of the Block Booked	7.5%	0%	0%
9	On Completion of Roof Casting of the Block Booked	7.5%	40%	0%
10	On Completion of Brickwork of the Flat Booked	7.5%	0%	0%
11	On Completion of Flooring of the Flat Booked	10%	0%	0%
12	On Possession	10%	20%	50%

THE SIXTH SCHEDULE ABOVE REFERRED TO:
(Devolution of Title)

- A1) By a Deed of Conveyance dated 12th June, 2013 registered in the office of the District Sub Registrar-IV South 24 Parganas, in Book I, CD Volume No.26, Pages 4063 to 4091 Being No.05010 for the year 2013 and made between Aarbur therein referred to as the Vendor of the one part and the Vendors herein, therein referred to as the Purchasers of the other part, the Vendor thereto for the consideration therein mentioned granted sold conveyed and transferred unto and to the Vendors herein, **All Those** various pieces and parcels of land containing an area of **122.46 Sataks** situate and lying at and comprised in various Dags, recorded in various Khatians, in Mouza Rajpur, J.L No.55, Police Station Sonarpur, 24-Parganas (South) details whereof are mentioned hereunder, comprised in and being Northern Portion of Premises No. 119 Netaji Subhas Road (presently Holding 178), Ward No.17 (formerly 16) within Rajpur Sonarpur Municipality (hereinafter for the sake of brevity referred to as "the **First Property**"):

R.S. Dag No.	R.S. Khatian No.	Area conveyed (in Sataks)
178	19	08.26
178	19	08.40
186	497	23.00
179	174	41.00
181	129	00.80
185/1011	1085	41.00

Total:	122.46
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A2) The title, whereby the said Aarbur became the owners of the **First Property** is narrated as follows:

I. Related to Dag No.185/1011

- ia) That one Dulal Chand Dutta was seized and possessed of and/or otherwise well and sufficiently entitled as the full and absolute owner to **All That** piece and parcel of **Bagan** land measuring 41 Sataks {equivalent to 1(one) Bigha 4 (four) cottahs 13 (thirteen) Chittacks} more or less situate and lying at and comprised in and being the entirety of Dag No.185/1011, recorded in R.S Khatian No.1085 (in the name of Dulal Chand Dutta) (Sabek Khatian No.745) in Mouza Rajpur, J.L No.55, under Police Station Sonarpur in the District of 24-Parganas (South), and comprised in Holding No.70 Ward No.16, within Rajpur Sonarpur Municipality, absolutely and forever and subsequently he recorded his name in the records of Revisional Settlement Record of rights as per W.B Estate Acquisition Act.
- ib) By a Saaf Bikray Kobala (Indenture of Conveyance) dated 25th July, 1958 and registered with the office of Sub-Registrar Baruipur and recorded in Book No.I, Volume no.77, Pages 3 to 4, Being No.6167 for the year 1958, the said Dulal Chand Dutta for the consideration therein mentioned granted, sold, conveyed and transferred unto and to one Karuna Bala Dutta **ALL THAT** the said 41 Sataks of land, absolutely and forever;
- ic) That the said Karuna Bala Dutta, a Hindu governed by Dayabhaga School of Hindu Law died intestate leaving behind him surviving her three sons namely, (1) Biswanath Dutta, (2) Mihir Lal Dutta, (3) Swapan Dutta and two daughters namely, (4) Smt. Sandhya Kundu and (5) Smt. Swapna Paul (Dutta) as her only heirs heiresses and legal representatives, who all upon her death inherited and became entitled to the said 41 Sataks of land in the said **Dag No.185/1011**, absolutely and forever, each having equal 1/5th share therein;
- id) That by a Deed of Conveyance dated 5th August, 2005 and registered in the office of Additional District Sub-Registrar, Sonarpur in Book No. I, Being No.6250 for the year 2005, the said Biswanath Dutta and 4 others for the consideration therein mentioned granted, sold, conveyed and transferred unto and to **Aarbur All That** the said **41 Sataks of land in the said R.S Dag No.185/1011**, recorded in **R.S Khatian No.1085** in Mouza Rajpur, J.L No.55,

under Police Station- Sonarpur in the District of 24-Parganas (South), and comprised in Holding No.70 Ward No.16, within Rajpur Sonarpur Municipality, absolutely and forever.

- ie) That Aarbur got its name mutated as the owner of the said **41 Sataks in the said Dag No.185/1011** at the office of the Block Land & Land Reforms Office, Sonarpur vide Mutation Case No.947/12.

II. Related to Dag No.178

- iiia) That by a Saaf Bikray Kobala (Indenture of Conveyance) dated 3rd April 1928, and registered with the office of Alipore Joint Sub-Registry, Behala, in Book No.I, Volume No.15, Pages 230 to 233, **Being No.1053** for the year 1928, Gobardhan Nath for the consideration therein mentioned, sold conveyed and transferred unto and to the said Hari Mohan Bhattacharya, along with other properties, **ALL THAT** the piece and parcel of land recorded as Sali, containing an area of **42 sataks** situate and lying at and comprised in and being the entirety of **Dag No.178**, recorded in **Khatian No.19** (in the name of Hari Mohan Bhattacharya), in Mouza Rajpur, J.L.No.55, under Police Station-Sonarpur, District 24 Parganas (South) and presently comprised in Holding No.235, Netaji Subhas Road, Ward No.16, within Rajpur Sonarpur Municipality;
- iiib) That the said Hari Mohan Bhattacharya, a Hindu governed by Dayabhaga School of Hindu Law died intestate leaving behind him surviving his two sons namely, (1) Dipak Kumar Bhattacharya, (2) Rupak Bhattacharya (being minor), and 3 daughters namely (3) Minati Bhattacharya, (4) Pranati Chakraborty (nee Bhattacharya) and (5) Jayanti Bhattacharya as his only heirs heiresses and legal representatives, who all upon his death inherited and became entitled to the said 42 Sataks in **Dag No.178**, absolutely and forever and each having equal 1/5th share therein;
- iiic) That by a Saaf Bikray Kobala (Indenture of Conveyance) dated 13th July, 1962 and registered with the office of Sub-Registrar at Baruipur in Book No.I, Volume No.93, Pages 03 to 06, **Being No.7104** for the year 1962, the said Dipak Kumar Bhattacharya, Minati Bhattacharya, Pranati Chakraborty and Jayanti Bhattacharya for the consideration therein mentioned, sold conveyed and transferred unto and to one Basanta Lal Shah, **ALL THAT** a divided and demarcated portion of land containing an area of **5 Cottahs** (equivalent to **8.26 sataks**) more or less in the said **Dag No.178**, absolutely and forever;

- iiid) That by an Indenture of Conveyance dated 2nd February, 1996 and registered with the office of Additional Registrar of Assurances-I, Kolkata in Book No.I, Volume No.22, Pages 217 to 224, **Being No.806** for the year 1996, the said Basanta Lal Shah for the consideration therein mentioned, sold conveyed and transferred unto and to **Aarbur ALL THAT** the said divided and demarcated portion of land containing an area of **5 Cottahs** (equivalent to **8.26 sataks**) more or less in the said **Dag No.178**, absolutely and forever;
- iiie) That Aarbur got its name mutated as the owner of the said **5 Cottahs** (equivalent to **8.26 sataks**) **in the said Dag No.178** at the office of the Block Land & Land Reforms Office, Sonarpur vide Mutation Case No.1017/12.

III. Related to Dag Nos.178, 179, 181 and 186:

- iii(a) That by an Indenture of Conveyance dated 24/7/1959 and registered with the office of District Registrar 24 Parganas, in Book no. I, Volume No.62, Pages 06 to 14 Being No.2459 in the year 1959, one Hari Mohan Bhattacharya for the consideration therein mentioned, sold conveyed and transferred unto and to one **Industrial Service and Engineers P. Ltd ALL THAT** the piece or parcel of land containing an area of **8.40 Sataks** (equivalent to 5 Cottahs 1 Chittack 28 sft.) (out of total area of 42 Sataks comprised in the concerned Dag) more or less situate and lying at and comprised in and being the part and portion of **Dag No.178**, recorded in Khatian No.19 (recorded in the name of Hari Mohan Bhattacharya), in Mouza Rajpur, J.L.No.55, under Police Station-Sonarpur, District 24 Parganas (South) within Rajpur Sonarpur Municipality, absolutely and forever;
- iii(b) That by an Indenture of Conveyance dated 28/9/1959 and registered with the office of District Registrar 24 Parganas, in Book no. I, Volume No.70, Pages 122 to 126 Being No.2964 in the year 1959, one Jiban Krishna Dutta for the consideration therein mentioned, sold conveyed and transferred unto and to one **Industrial Service and Engineers P.Ltd ALL THAT** the piece or parcel of land containing an area of **71 Sataks** (equivalent to 2 Bighas 3 Cottahs) more or less situate and lying at and comprised in and being the entirety of **Dag Nos.180 & 186**, recorded in Khatian No.174 (recorded in the name of Jiban Krishna Dutta) & No.497 (recorded in the name of Jiban Krishna Dutta), in Mouza Rajpur, J.L.No.55, under Police Station-Sonarpur, District 24 Parganas (South) within Rajpur Sonarpur Municipality, absolutely and forever;

- iii(c) That by an Indenture of Conveyance dated 5/10/1959 and registered with the office of Sub-Registrar of Baruipur 24 Parganas, in Book no.I, Volume No.103, Pages 03 to 10 Being No.8539 in the year 1959, one Luftanessa Bibi & Mussammat Golsehara Bibi for the consideration therein mentioned sold conveyed and transferred unto and to one **Industrial Service and Engineers P.Ltd ALL THAT** the piece or parcel of land containing an area of **64 Sataks** (equivalent to 1 Bighas 18 Cottahs 12 Chittacks 30 sft.) more or less situate and lying at and comprised in and being the entirety of **Dag No.179**, recorded in Khatian No.174, in Mouza Rajpur, J.L.No.55, under Police Station-Sonarpur, District 24 Parganas (South) within Rajpur Sonarpur Municipality, absolutely and forever;
- iii(d) That by an Indenture of Conveyance dated 8/7/1960 and registered with the office of District Registrar of Alipore 24 Parganas, in Book no.I, Volume No.40, Pages 195 to 198 Being No.2383 in the year 1960, one Sudhir Kumar Das for the consideration therein mentioned, sold conveyed and transferred unto and to one **Industrial Service and Engineers P.Ltd ALL THAT** the piece or parcel of land containing an area of **03 Sataks** (equivalent to 1 Cottahs 13 Chittacks 11 sft.) (out of total area of 52 Sataks comprised in the concerned Dag) more or less situate and lying at and comprised in and being the part and portion of **Dag No.181**, recorded in Khatian No.129 (recorded in the name of Sudhir Kumar Das), in Mouza Rajpur, J.L.No.55, under Police Station-Sonarpur, District 24 Parganas (South) within Rajpur Sonarpur Municipality, absolutely and forever;
- iii(e) In the event aforesaid, **Industrial Service and Engineers P.Ltd** became seized and possessed of and/or otherwise well and sufficiently entitled as the sole and absolute owner, to **ALL THOSE** the various pieces and parcels of land containing a total area of **146.40 sataks** situate and lying at and comprised in various Dags, recorded in various Khatians, in Mouza Rajpur, which is hereinafter in this part of this **Schedule** referred to as "**the said Land**", details whereof are mentioned hereunder:

Dag No.	Khatian No.	Total Area (in Sataks)	Area Sold (in Sataks)
178/Sali	19	42	08.40
180/Bagan & 186/Danga	174 & 495 under Khatian 497	21 & 50	71.00
179/Bastu	174	64	64.00

181/Bastu	129	52	03.00
Total			146.40

- iii(f) Subsequently, the said Industrial Service and Engineers P.Ltd consolidated the said Land and got it separately assessed and numbered as Premises No.119 Netaji Subhash Road, Rajpur and thereafter it constructed / erected buildings and structures on portions of the said Land;
- iii(g) That by a Deed of Mortgage dated 24/4/1968 and registered with the office of Sub-Registrar of Alipore 24 Parganas, in Book no.I, Volume No.48, Pages 282 to 292 Being No.2601 for the year 1968, the said Industrial Service and Engineers P.Ltd created a mortgage in respect of the said Land etc., in favour of one Padma Kundu to secure loan given by the said Padma Kundu.
- iii(h) That by an Agreement for Sale dated 7/7/1977, made between the said Industrial Service and Engineers P.Ltd of the First Part and one Giri Finance and Trading Limited of the Second Part and the said Padma Kundu as the Confirming Party of the Third Part, the said Industrial Service and Engineers P.Ltd agreed to sell the said Land, building etc. on the terms & conditions mentioned therein to the said Giri Finance and Trading Limited and the said Padma Kundu confirmed that she would release & relinquish all her right title & interest (under the said Deed of Mortgage dated 24/4/1968) therein before the execution of the Deed of Conveyance by the said Industrial Service and Engineers P.Ltd in favour of Giri Finance and Trading Limited;
- iii(i) That the said Industrial Service and Engineers P.Ltd delivered possession of the said Land etc., to the said Giri Finance and Trading Limited;
- iii(j) That by a Deed of Release and Reconveyance dated 21/2/1980, the said Padma Kundu released & reconveyed the said Land etc., to the said Industrial Service and Engineers P. Ltd;
- iii(k) That under and by virtue of an Indenture of Conveyance dated 21st February, 1980 and registered with the office of Registrar of Assurances, Calcutta in Book no. I, Volume No.95, Pages 135 to 154 Being No.947 for the year 1980, the said Industrial Service and Engineers P. Ltd for the consideration therein mentioned, sold conveyed and transferred unto and to the said **Giri Finance and Trading Limited, ALL THAT** the said Land, being Premises No.119 Netaji

Subhash Road, Rajpur having an area of **146.40 Sataks** more or less with brick built building and the structure and erections, absolutely and forever.

- iii(l) That by an Agreement dated 17th May 1982 made between Giri Finance and Trading Limited as the Vendor therein and Esneena Private Limited as the Purchaser therein and registered with the office of Registrar of Assurances, Calcutta in Book no.I, Volume No.165, Pages 99 to 112 Being No.4204 for the year 1982, the said Giri Finance and Trading Limited agreed to sell and the said Esneena Private Limited agreed to purchase **ALL THOSE** brick built messuages tenements hereditaments houses sheds structures and Premises No.119 Netaji Subhash Road, Rajpur together with the pieces and parcels of land thereunto belonging whereon or on parts whereof the same are erected and built containing an area of **146.40 Sataks** (equivalent to 4 Bighas 8 Cottahs 10 Chittacks) more or less situate and lying at and comprised in **R.S. Dag Nos.178, 180, 186, 181, 179** and recorded in R.S. Khatian Nos.19 (under Khatian No.19/1), 174, 495 (under Khatian No.497), 129 & 174, all in Mouza Rajpur, J.L.No.55, under Police Station-Sonarpur, District 24 Parganas (South), within Rajpur Sonarpur Municipality, absolutely and forever;
- iii(m) That by an Indenture of Conveyance dated 15th January 1983 executed by Giri Finance and Trading Limited in favour of Esneena Private Limited, the said Giri Finance and Trading Limited sold conveyed and transferred to the said **Esneena Private Limited ALL THAT** the said Premises No.119 Netaji Subhash Road, Rajpur together with the pieces and parcels of land thereunto belonging whereon or on parts whereof the same are erected and built containing an area of **146.40 Sataks** (equivalent to 4 Bighas 8 Cottahs 10 Chittacks) more or less, absolutely and forever.
- iii(n) That the said Esneena Private Limited was directed to be wound up by the Hon'ble High Court at Calcutta, by an order dated 14th November 1991 in Company Petition No.252 of 1989. Subsequently Hon'ble High Court, Calcutta, interalia directed for sale of the movables and immovables assets of the said Esneena Private Limited and in pursuance thereof the official Liquidator of the High Court, Calcutta by the following two Indenture of Conveyance both dt.2nd June, 1995 (details whereof are mentioned hereinbelow) for the consideration respectively therein mentioned granted sold conveyed and transferred unto and to Aarbur and Victor Auto Agency individually and severally **All That** the divided and demarcated portions of the said Premises No.119 Netaji Subhash

Road, Rajpur, each portion containing an area of **73.20 Sataks**, absolutely and forever.

- iii(o) Accordingly, by virtue of the Indenture of Conveyance dated 2nd June 1995, made between Esneena Private Limited as the Vendor, M/s. Orchid Towers Private Limited as the Confirming Party and **Aarbur** as the Purchaser and registered with the Additional Registrar of Assurances-I, Kolkata in Book no.I, Volume No.45, Pages 317 to 333 Being No.1803 for the year 1995, as clarified by the Declaration dt.15th March, 2013 made by Aarbur and the said Victor Auto Agency and registered with the Additional Registrar of Assurances-I, Kolkata in Book no.I, CD Volume No.5, Pages 7287 to 7303 Being No.02475 for the year 2013, **M/s Aarbur** purchased and acquired and became entitled as the sole exclusive and absolute owner of **All That** divided and demarcated **Northern Portion** of the said Premises No.119 Netaji Subhash Road (presently Holding No.178), Rajpur containing an area of **73.20 Sataks or 31,886 sq. ft.** (being **one-half divided part** or share of the said **146.40 Sataks**), details whereof are mentioned hereunder:

R.S. Dag No. / Nature	R.S. Khatian No.	Total Area in Dag (in Sataks)	Area Owned by Aarbur (in Sataks)
178 / Sali	19	42	08.40
186 / Danga	497	50	23.00
179 / Bastu	174	64	41.00
181 / Bastu	129	52	00.80
Total:			73.20

- iii(p) That Aarbur got its name mutated as the owner of the said **73.20** at the office of the Block Land & Land Reforms Office, Sonarpur vide Mutation Case No.946/2012.

- B1) By a Deed of Conveyance dated 12th June, 2013 registered in the office of the District Sub Registrar-IV South 24 Parganas, in Book I, CD Volume No.26, Pages 4008 to 4030 Being No.05009 for the year 2013 and made between (Smt.) Jyoti Burman therein referred to as the Vendor of the one part and the Vendors herein, therein referred to as the Purchasers of the other part, the Vendor thereto for the consideration therein mentioned granted sold conveyed and transferred unto and to the Vendors herein, **All**

Those various pieces and parcels of land containing an area of **41.26 Sataks** situate and lying at and comprised in various Dags, recorded in various Khatians, in Mouza Rajpur, J.L No.55, Police Station Sonarpur, 24-Parganas (South) details whereof are mentioned hereunder, comprised in and being part of Holding/Premises No.130 (formerly 93 and prior thereto 88 and therefore 120) Netaji Subhas Road, Ward No.17 (formerly 16) within Rajpur Sonarpur Municipality (hereinafter for the sake of brevity referred to as “the **Second Property**”):

R.S. Dag No.	R.S. Khatian No.	Area purchased (in Sataks)
174 (part)	2507 (C.S. Khatian No.42)	14.62
175 (part)	2510 (C.S. Khatian No.73)	22
178 (part)	19 (C.S. Khatian No.19)	4.64
Total		41.26

- B2) The title, whereby the said (Smt.) Jyoti Burman became the owner of the **Second Property** is narrated as follows:
- (i) By a Saaf Bikray Kobala (Indenture of Conveyance) dated 3rd April 1928, and registered with the office of Alipore Joint Sub-Registry, Behala, in Book No.I, Volume No.15, Pages 230 to 233, Being No.1053 for the year 1928, Gobardhan Nath and others for the consideration therein mentioned, sold conveyed and transferred unto and to the one Hari Mohan Bhattacharya, amongst other properties, **ALL THAT** the piece and parcel of land containing an area of 25 Sataks out of 42 Sataks situate and lying at and comprised in and being the a portion of **Dag No.178**, recorded in Khatian No.19, in Mouza Rajpur, J.L.No.55, under Police Station-Sonarpur, District 24 Parganas (South) and presently comprised in portion of Holding No.130, Netaji Subhas Road, Ward No.16 (now 17), within Rajpur Sonarpur Municipality;
- (ii) By another Saaf Bikray Kobala (Indenture of Conveyance) dated 13th October, 1939 and registered with the office of Sub-Registrar, Baruiপুর, in Book No.I, Volume No.46, Pages 252 to 254, Being No.3976 for the year 1939, Manik Chandra Das for the consideration therein mentioned, sold conveyed and transferred unto and to the said Hari Mohan Bhattacharya **ALL THAT** the piece and parcel of land containing an area of **27 sataks**

situate and lying at and comprised in and being the entirety of **Dag No.175**, recorded in Khatian No.73, in Mouza Rajpur, J.L.No.55, under Police Station-Sonarpur, District 24 Parganas (South) and presently comprised in portion of Holding No.130, Netaji Subhas Road, Ward No.16 (now 17), within Rajpur Sonarpur Municipality;

- (iii) That the said Hari Mohan Bhattacharya, a Hindu governed by Dayabhaga School of Hindu Law died intestate leaving behind him surviving his two sons namely, (1) Dipak Kumar Bhattacharya, (2) Rupak Bhattacharya (being minor) and 3 daughters namely (3) Minati Bhattacharya, (4) Pranati Chakraborty (nee Bhattacharya) and (5) Jayanti Bhattacharya as his only heirs heiresses and legal representatives, who all upon his death inherited and became entitled to, amongst other properties, the said 25 Sataks in **Dag No.178** and 27 Sataks in **Dag No.175**, aggregating to a total area of **52 Sataks**, absolutely and forever and each having equal $1/5^{\text{th}}$ share therein;
- (iv) That under and by virtue of a Saaf Bikray Kobala (Indenture of Conveyance) dated 9th February, 1963 and registered with the office of Sub-Registrar of Baruipur in Book No.I, Volume No.23, Pages 223 to 234, **Being No.1120** for the year 1963, the said Dipak Kumar Bhattacharya, Minati Bhattacharya, Pranati Chakraborty and Jayanti Bhattacharya for the consideration therein mentioned, sold conveyed and transferred unto and to one Ram Krishna Fouzdar, amongst other properties, **ALL THAT** the part and portion of land containing an area of **41.6 Sataks** being their $4/5^{\text{th}}$ share in the said **52 Sataks** in the said **Dag Nos.178 & 175**, absolutely and forever;
- (v) That under and by virtue of a Saaf Bikray Kobala (Indenture of Conveyance) dated 1st October, 1963 and registered with the office of Sub-Registrar of Baruipur in Book No.I, **Being No.10966** for the year 1963, the said Pranati Chakraborty as a guardian on behalf of his minor brother Rupak Bhattacharya, for the consideration therein mentioned, sold conveyed and transferred unto and to Ram Krishna Fouzdar, amongst other properties, **ALL THAT** the part and portion of land containing an area of **10.4 Sataks** being his $1/5^{\text{th}}$ share in the said **52 Sataks** in the said **Dag Nos.178 & 175**, absolutely and forever;
- (vi) That one Bechu Ram Das was seized and possessed of and/or otherwise well and sufficiently entitled as the sole and absolute owner / raiyat, amongst other properties, to **ALL THAT** the piece and parcel of Danga land containing an area of **15 sataks** situate and lying at and comprised in and being the entirety of **Dag No.174**, recorded in Khatian No.2507 (Sabek Khatian No.42), in Mouza Rajpur, J.L.No.55, under Police Station-Sonarpur, District 24 Parganas (South) and presently comprised in portion of

Holding No.130, Netaji Subhas Road, Ward No.16 (now 17), within Rajpur Sonarpur Municipality, absolutely and forever;

- (vii) By a Saaf Bikray Kobala (Indenture of Conveyance) dated 3rd October, 1963 and registered with the office of Sub-Registrar of Baruipur, in Book No.I, **Being No.10631** for the year 1963, the said Bechu Ram Das for the consideration therein mentioned, sold conveyed and transferred unto and to the said Ram Krishna Fouzdar **ALL THAT** the said **15 Sataks** in **Dag No.174**, absolutely and forever;
- (viii) In the events aforesaid, the said Ram Krishna Fouzdar became seized and possessed of and/or otherwise well and sufficiently entitled as the sole and absolute owner to, amongst other properties, **ALL THOSE** the various pieces and parcels of land containing a total area of **67 sataks** (i.e. 0.67 Acres equivalent to 02 Bighas 00 Cottahs 8.56 Chittacks) more or less situate and lying at and comprised in various Dags, recorded in various Khatians, in Mouza Rajpur, J.L. No.55, Police Station Sonarpur, District South 24-Parganas, details whereof are mentioned hereunder, with various sheds and structures thereat (hereinafter for the sake of brevity referred to as “the **Larger Property**”).

R.S. Dag No.	Nature of Land	R.S. Khatian No.	Total Area in Dag (in Sataks)	Area Owned (in Sataks)
174 (full)	Danga	2507 (C.S. Khatian No.42)	15	15
175 (full)	Bagan	2510 (C.S. Khatian No.73)	27	27
178 (part)	Sali	19 (C.S. Khatian No.19)	42	25
Total			84	67

- (ix) That by an Indenture of Conveyance dated 5th August 1997 and registered with the District Sub-Registrar-IV, South 24-Parganas, in Book No.I, Being No.1149 in the year 1997, the said Ram Krishna Fouzdar for the consideration therein mentioned, granted sold conveyed and transferred unto and to **Smt. Jyoti Burman and Deepak Chowdhry**, amongst other properties, **ALL THAT** the said **Larger Property** measuring 67 Sataks, absolutely and forever in equal shares.

- (x) That the names of the said **Smt. Jyoti Burman and Deepak Chowdhry** was duly mutated as the owners of the Larger Property in the records of the B.L. & L.R.O., Sonarpur;
- (xi) That by a Deed of Gift dated 25th February, 2013 and registered with the Additional Registrar of Assurances-I, Kolkata, in Book No.I, CD Volume No.5, Pages 5828 to 5840, Being No.02412 for the year 2013, the said Deepak Chowdhry in consideration of the natural love and affection towards the said **Smt. Jyoti Burman** (being her sister) did thereby freely and voluntarily grant convey transfer assign and assure by way of gift unto and to the said **Smt. Jyoti Burman**, amongst other properties, **ALL THAT** his **one-half undivided part or share** in the Larger Property, absolutely and forever;
- C. In the events aforesaid, the Vendors herein became seized and possessed of and/or otherwise well and sufficiently entitled as the full and absolute owners to the said First Property and Second Property, both aggregating **163.72 Sataks** more or less situate lying at and comprised in R.S. Dag Nos.185/1011, 178, 186, 179, 181, 174 & 175, recorded in R.S. Khatian Nos. 2507, 2510, 19, 174, 129, 497 & 1085, all in Mouza Rajpur, J.L No. 55, Police Station Sonarpur, 24-Parganas (South) and all comprised in Holding No. 178, Netaji Subhas Road, in Ward No. 17, Rajpur Sonarpur Municipality (hereinbefore collectively referred to as “the **said Premises**”) and subsequently the Vendors have got their names mutated in the records of Rajpur Sonarpur Municipality in respect of the sad Premises.

IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hands and seals the day month and year first above written.

SIGNED SEALED AND DELIVERED by the abovenamed **VENDORS** through their Constituted Attorney at **Kolkata** in the presence of:

MONOGRAM TRADELINK PRIVATE LIMITED
SANKET VINCOM PRIVATE LIMITED
PANCHAMUKHI TRADECOM PRIVATE LIMITED
NIGAM HOUSING PRIVATE LIMITED
NIGAM PROJECTS PRIVATE LIMITED
LOK DEVELOPERS PRIVATE LIMITED
LOK REALTORS PRIVATE LIMITED
NIGAM REALTORS PRIVATE LIMITED
SRISHTI CONSULTANTS PRIVATE LIMITED
MEGACITY TRADERS LLP
BANGABHUMI CONSTRUCTIONS PRIVATE LIMITED
BOLERO COMMERCIAL PRIVATE LIMITED
BOLERO TRADELINK PRIVATE LIMITED
SANKET TRADECOM PRIVATE LIMITED
ANKUSH VINCOM PRIVATE LIMITED
OVERGROW NIRMAAN PRIVATE LIMITED
BLUESNOW REALCON LLP
SIDHISHREE HOUSING PRIVATE LIMITED
ROSERISE CONSTRUCTION PRIVATE LIMITED
LIFEMAKE CONSTRUCTION PRIVATE LIMITED

CONSTITUTED ATTORNEY

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

DATED THIS ___ DAY OF _____
201__

BETWEEN

LIFEMAKE CONSTRUCTION PRIVATE LIMITED &
OTHERS

... VENDORS

AND

_____ ... PURCHASER

MEMORANDUM OF AGREEMENT FOR SALE

BLOCK -

TOWER-

FLAT -

FLOOR -

SARAOGI & COMPANY
Advocates
7B Kiran Shankar Roy Road
4C & 4E Punwani Chambers, 4th Floor
Kolkata - 700 001

TO BE DRAFTED