

AGREEMENT FOR SALE

THIS AGREEMENT is made on this day of Two Thousand and Eighteen.

BETWEEN

(1) **SUJIT KUMAR SAMANTA**, having PAN **AIZPS0290H**, (2) **SANJIT KUMAR SAMANTA**, having PAN **AMKPS3508D**, (3) **SARAJIT SAMANTA**, having PAN **AMPPS4205C**, (4) **RANAJIT SAMANTA**, having PAN **AJAPS5011L**, all are the sons of Late Satyeswar Samanta, (5) **SMT. MITHU SAMANTA**, having PAN **AJZPS9854Q**, wife of Sri Sujit Kumar Samanta, (6) **SMT. POMPA SAMANTA**, having PAN **AQFPS2539D**, wife of Sri Sanjit Kumar Samanta, (7) **SMT. SUPARNA SAMANTA**, having PAN **ALRPS1156P**, wife of Sri Sarajit Kumar Samanta and (8) **SMT. RINA SAMANTA**, having PAN **AMDPS4317D**, wife of Sri Ranajit Kumar Samanta, all by faith – Hindu, by occupation – Landholders, all by Nationality – Indian, all residing at 17, Shyam Square, Kolkata – 700 003, represented by their Constituted Attorney – **SRI SEKHARENDU DUTTA**, son of Late Niranjan Dutta, by faith – Hindu, by occupation – Business, by Nationality – Indian, residing at BC-199, Salt Lake City, Sector – 1, Kolkata – 700 064, hereinafter jointly referred to as the "**VENDORS**" (which terms or expression shall unless excluded by or repugnant to the context be deemed to mean and to include their respective heirs, executors, administrators, legal representatives and assigns) of the **FIRST PART**.

A N D

S. D. CONSTRUCTION PRIVATE LIMITED, having PAN **AAECS4755M** a company incorporated under the Companies Act, 1956, having its registered Office at Neelambar Apartment, GA-47, Narayantala West, P. O. Deshbandhunagar, Baguiati, Kolkata – 700 059, (since shifted to Poddar Court, 18, Rabindra Sarani, Gate No. 2, 6th Floor, Room No. 37, P.O. Bowbazar, P.S. Bowbazar, Kolkata - 700 001 w.e.f. 28.03.2015), represented by its Managing Director - **SRI SEKHARENDU DUTTA**, son of Late Niranjan Dutta, by faith – Hindu, by occupation – Business, by Nationality – Indian, residing at BC-199, Salt Lake City, Sector – 1, Kolkata – 700 064, hereinafter called and referred to as the "**DEVELOPER**" (which terms or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its Directors for the time being and the heirs and successors in its office and assigns) of the **SECOND PART**.

A N D

(1) _____, (having PAN _____), son of _____, by occupation _____ and (2) _____, (having PAN _____), son of _____, by occupation - _____, both by faith - Hindu, both by Nationality - Indian, both are residing at _____, P.O. _____, P.S. _____, District - _____, Pin - _____, hereinafter jointly referred to as the **PURCHASERS** of the **THIRD PART**:

WHEREAS :

A. One Doly Chakrabarty was seized and possessed of and/or otherwise well and sufficiently entitled to All That the piece and parcel of land containing an area of 27½ Decimals equivalent to 16 Cottahs 8 Chittaks 31 Sq.ft. be the same a little more or less situate lying at Mouza Sahara, Touzi No. 146, Pargana Anwarpur, J.L. No. 46, R.S. No. 3, Khatian No. 47, 111 and 501, Dag No. 429, 433, 434 and 435, Thana Barasat, Sub-Registration Office Barasat, in the District the then 24- Parganas (hereinafter referred to as the **said first plot of land**).

B. By a Bengali Kobala dated 4th Ashad 1381 corresponding to 19th June 1974 made between the said Doly Chakrabarty therein referred to as the Vendor of the One Part and Asit Kumar Samanta, Nisith Kumar Samanta, Ajit Kumar Samanta, Sujit Kumar Samanta, Sanjit Kumar Samanta, Sarojit Samanta and Ranjit Samanta the then a minor below the age of 18 years therein jointly referred to as the Purchasers of the Other Part and registered with the Sub-Registration Office Barasat in Book No. 1, Volume No. 91, Pages 41 to 47, Being No. 6151 for the year 1974, the said Vendor, for the consideration as mentioned therein granted conveyed transferred assured and assigned unto and in favour of the said Purchasers All That the piece or parcel of land containing an area of 10 Cotthas 7 Chittacks 5 Sq.ft. be the same a little more or less out of the said first plot of land, more fully and particularly described in the Schedule thereunder written.

C. One Minati Nath was seized and possessed of and/or otherwise well and sufficiently entitled to All That the piece and parcel of land containing an area of 16½ Decimals equivalent to 10 Cottahs be the same a little more or less situate lying at Mouza Sahara, Touzi No. 146, Pargana Anwarpur, J.L. No. 46, R.S. No. 3, Khatian No. 47, 111 and 501, Dag No. 429, 433, 434 and 435, Thana Barasat, Sub-Registration Office Barasat, in the District the then 24- Parganas (hereinafter referred to as the **said second plot of land**).

D. By another Bengali Kobala dated 4th Ashad 1381 corresponding to 19th June 1974 made between the said Minati Nath therein referred to as the Vendor of the One Part and the said Asit Kumar Samanta, Ajit Kumar Samanta, Sujit Kumar Samanta, Sanjit Kumar Samanta, Sarojit Samanta, Ranjit Samanta and Nisith Kumar Samanta, the then a minor below the age of 18 years therein jointly referred to as the Purchasers of the Other Part and registered with the Sub-Registrar Barasat in Book No. 1, Volume No. 91, Pages 48 to 54, Being No. 6152 for the year 1974, the said Vendor, for the consideration as mentioned therein, granted conveyed transferred assured and assigned unto and in favour of the said Purchasers All That the said second plot of land more fully and particularly described in the Schedule thereunder written.

E. One Charan Bala Mandal, Arun Kumar Mondal, Barun Kumar Mondal, Tarun Kumar Mondal, Madan Kumar Mondal and Prabash Kumar Mondal were jointly seized and possessed of and/or otherwise well and sufficiently entitled to All That the piece and parcel of land containing an area of 5 Bighas 1 Cottah 6 Chittaks 40 Sq.ft. situate lying at Mouza Sahara, Touzi No. 146, Pargana Anwarpur, J.L. No. 46, R.S. No. 3,

Khatian No. 501, 359 and 111, Dag No. 428, 429, 430 and 435, Thana Barasat, Sub-Registration Office Barasat, in the District the then 24- Parganas (hereinafter referred to as the **said third plot of land**).

F. By another Bengali Kobala dated 8th Shraban 1381 corresponding to 25th July 1974 made between the said Charan Bala Mandal, Arun Kumar Mondal, Barun Kumar Mondal, Tarun Kumar Mondal, Madan Kumar Mondal and Prabash Kumar Mondal therein jointly referred to as the Vendors of the One Part and Asit Kumar Samanta therein referred to as the Purchaser of the Other Part and registered with the Sub-Registrar, Barasat in Book No. 1, Volume No.106, Pages 17 to 24, Being No. 7447 for the year 1974, the said Charan Bala Mandal and others, for the consideration as mentioned therein, granted conveyed transferred assured and assigned unto and in favour of the said Asit Kumar Samanta All That the undivided one sixth part or share of the said third plot of land more fully and particularly described in the Schedule thereunder written.

G. By another Bengali Kobala dated 8th Shraban 1381 corresponding to 25th July 1974 made between the said Charan Bala Mandal, Arun Kumar Mondal, Barun Kumar Mondal, Tarun Kumar Mondal, Madan Kumar Mondal and Prabash Kumar Mondal therein jointly referred to as the Vendors of the One Part and Nisith Kumar Samanta therein referred to as the Purchaser of the Other Part and registered with the Sub-Registrar Barasat in Book No. 1, Volume No.106, Pages 25 to 32, Being No. 7448 for the year 1974, the said Charan Bala Mandal and others, for the consideration as mentioned therein, granted conveyed transferred assured and assigned unto and in favour of the said Nisith Kumar Samanta All That the undivided one sixth part or share of the said third plot of land more fully and particularly described in the Schedule thereunder written.

H. By another Bengali Kobala dated 8th Shraban 1381 corresponding to 25th July 1974 made between the said Charan Bala Mandal Arun Kumar Mondal, Barun Kumar Mondal, Tarun Kumar Mondal, Madan Kumar Mondal and Prabash Kumar Mondal therein jointly referred to as the Vendors of the One Part and Ranajit Samanta then a minor under the age of 18 years therein referred to as the Purchaser of the Other Part and registered with the Sub-registrar Barasat in Book No. 1 Volume No.104 Pages 19 to 26 Being no. 7449 for the year 1974, the said Charan Bala Mandal and others, for the consideration as mentioned therein, granted conveyed transferred assured and assigned unto and in favour of the said Ranajit Kumar Samanta All That the undivided one sixth part or share of the said third plot of land more fully and particularly described in the Schedule thereunder written.

I. By another Bengali Kobala dated 8th Shraban 1381 corresponding to 25th July 1974 made between the said Charan Bala Mandal, Arun Kumar Mondal, Barun Kumar Mondal, Tarun Kumar Mondal, Madan Kumar Mondal and Prabash Kumar Mondal therein jointly referred to as the Vendors of the One Part and Sanjit Kumar Samanta therein referred to as the Purchaser of the Other Part and registered with the Sub-

Registrar Barasat in Book No. 1, Volume No. 104, Pages 27 to 34, Being No. 7450 for the year 1974, the said Charan Bala Mandal and others, for the consideration as mentioned therein, granted conveyed transferred assured and assigned unto and in favour of the said Sanjit Kumar Samanta All That the undivided one sixth part or share of the said third plot of land more fully and particularly described in the Schedule thereunder written.

J. By another Bengali Kobala dated 8th Shraban 1381 corresponding to 25th July 1974 made between the said Charan Bala Mandal Arun Kumar Mondal, Barun Kumar Mondal, Tarun Kumar Mondal, Madan Kumar Mondal and Prabash Kumar Mondal therein jointly referred to as the Vendors of the One Part and Sarajit Samanta therein referred to as the Purchaser of the Other Part and registered with the Sub-Registrar Barasat in Book No. 1, Volume No.104, Pages 39 to X Being No. 7451 for the year 1974, the said Charan Bala Mandal and others, for the consideration as mentioned therein, granted conveyed transferred assured and assigned unto and in favour of the said Sarajit Kumar Samanta All That the undivided one sixth part or share of the said third plot of land more fully and particularly described in the Schedule thereunder written.

K. By another Bengali Kobala dated 8th Shraban 1381 corresponding to 25th July 1974 made between the said Charan Bala Mandal, Arun Kumar Mondal, Barun Kumar Mondal, Tarun Kumar Mondal, Madan Kumar Mondal and Prabash Kumar Mondal therein jointly referred to as the Vendors of the One Part and Sujit Kumar Samanta therein referred to as the Purchaser of the Other Part and registered with the Sub-Registrar Barasat in Book No. 1, Volume No. 102, Pages X to 23, Being No. 7452 for the year 1974, the said Charan Bala Mandal and others, for the consideration as mentioned therein, granted conveyed transferred assured and assigned unto and in favour of the said Sujit Kumar Samanta All That the undivided one sixth part or share of the said third plot of land more fully and particularly described in the Schedule thereunder written.

L. By another Bengali Kobala dated 8th Shraban 1381 corresponding to 25th July 1974 made between the said Charan Bala Mandal, Arun Kumar Mondal, Barun Kumar Mondal, Tarun Kumar Mondal, Madan Kumar Mondal and Prabash Kumar Mondal therein jointly referred to as the Vendors of the One Part and Ajit Kumar Samanta therein referred to as the Purchaser of the Other Part and registered with the Sub-Registrar Barasat in Book No. 1, Volume No. 102, Pages 25 to 32, Being No. 7453 for the year 1974, the said Charan Bala Mandal and others, for the consideration as mentioned therein, granted conveyed transferred assured and assigned unto and in favour of the said Ajit Kumar Samanta All That the undivided one sixth part or share of the said third plot of land more fully and particularly described in the Schedule thereunder written.

M. One Smt. Bhiva Thakur was seized and possessed of and/or otherwise well and sufficiently entitled to All That the piece or parcel of land containing an area of 2 Cottah 5 Chittacks 22 Sq.ft. be the same a little more or less situate lying at Mouza

Sahara, Touzi No. 146, Pargana Anwarpur, J.L. No. 46, R.S. No. 3, C.S. Khatian No. 126, Khatian No. 713 (Part), Dag No. 432, Thana Barasat, Sub-Registration Office Barasat, in the District the then 24-Parganas (hereinafter referred to as the **said fourth plot of land**).

N. By another Bengali Kobala dated 7th Magh 1381 corresponding to 21th January 1975 made between the said Smt. Bhiva Thakur therein referred to as the Vendor of the One Part and the said Asit Kumar Samanta, Nisith Kumar Samanta, Ajit Kumar Samanta, Sujit Kumar Samanta, Sanjit Kumar Samanta, Sarojit Samanta and Ranajit Samanta therein jointly referred to as the Purchasers of the Other Part and registered with the Sub-Registrar Barasat in Book No. 1, Volume No. 19, Pages 62 to 64, Being No. 604 for the year 1975, the said Vendor, for the consideration as mentioned therein, granted conveyed transferred assured and assigned unto and in favour of the said Asit Kumar Samanta and others All That the said fourth plot of land more fully and particularly described in the Schedule thereunder written.

O. One Gopal Sardar, Neri Sardar, Pengi Sardar, Kiran Sardar, Baidya Nath Sardar, Madan Sardar, Jamuna Sardar, Shyamali Sardar, Bijali Sardar, Rabi Sardar, Ranjan Sardar, Austo Sardar and Phul Kumari Sardar were jointly seized and possessed of and/or otherwise well and sufficiently entitled to All That the piece or parcel of land containing an area of 5 Cottahs 8 Chittacks be the same a little more or less situate lying at Mouza Sahara, Touzi 146, Pargana Anwarpur, J.L. No. 46, R.S. No. 3, Khatian No. 394, Dag No. 432, Thana Barasat, Sub-Registration Office Barasat, in the District the then 24 Parganas (hereinafter referred to as the **said fifth plot of land**).

P. By another Bengali Kobala dated 7th Chaitra 1381 corresponding to 21th March 1975 made between the said Gopal Sardar and others therein jointly referred to as the Vendors of the One Part and the said Asit Kumar Samanta, Nisith Kumar Samanta, Ajit Kumar Samanta, Sujit Kumar Samanta, Sanjit Kumar Samanta, Sarojit Samanta and Ranajit Samanta therein jointly referred to as the Purchasers of the Other Part and registered with the Sub-Registrar Barasat in Book No. 1, Volume No. 36, Pages 224 to 232, Being No. 2938 for the year 1975, the said Gopal Sardar and others, for the consideration as mentioned therein, granted conveyed transferred assured and assigned unto and in favour of the said Asit Kumar Samanta and others All That the said fifth plot of land more fully and particularly described in the Schedule thereunder written.

Q. Thus the said Asit Kumar Samanta, Nisith Kumar Samanta, Ajit Kumar Samanta, Sujit Kumar Samanta, Sanjit Kumar Samanta, Sarojit Samanta and Ranajit Samanta jointly became the absolute owners of the aforesaid plots of land containing total area of 6 Bighas 9 Cottahs 12 Chittacks and 27 Sq.ft. equivalent to 93,447 sq.ft. be the same a little more or less situate lying at Mouza Sahara, C.S. Dag Nos. 428, 429, 430, 431 (Part), 432, 434 (Part) and 435, under Khatian Nos. 47, 111, 126/75, 359, 393 and 501, J.L. No. 46, Touzi No. 146, R.S. No. 3, Sub-Registry Office Barasat,

Ward No.19, Madhyamgram Municipality, Police Station- Airport [formerly Barasat], District North 24-Parganas(hereinafter referred to as the **said entire land**).

R. The said Asit Kumar Samanta, Nisith Kumar Samanta, Ajit Kumar Samanta, Sujit Kumar Samanta, Sanjit Kumar Samanta, Sarojit Samanta and Ranajit Samanta recorded their names under L.R. Khatian Nos. 1697, 2157, 2031, 2237, 2727, 2725, 2724, 2726 in the records of rights in respect of L.R. Dag Nos. 733 & 734 being the said entire land.

S. Upon acquiring the said entire land the said Asit Kumar Samanta, Nisith Kumar Samanta, Ajit Kumar Samanta, Sujit Kumar Samanta, Sanjit Kumar Samanta, Sarojit Samanta and Ranajit Samanta caused construction of boundary wall around the same and erected several buildings, structures and sheds thereon or on the portion thereof and more fully and particularly described in the **First Schedule** hereunder written (hereinafter the said entire land and the said structures are collectively referred to as the **said property**) for the purpose of carrying on their partnership business.

T. By an Indenture of Conveyance dated the 13th day of September, 2002 made between the said Asit Kumar Samanta therein referred to as the Vendor of the One Part and one Tantia Enterprise therein referred to as the Purchaser of the Other Part registered in the office of the Additional Registrar of Assurances II, Calcutta in Book No. 1 Volume No. I , Pages 1 to 16, Being No. 02197 for the year 2004 the said Vendor for the consideration therein mentioned granted, transferred, conveyed, assured and assigned unto and in favour of the said Purchaser All That his undivided 1/7th share or part in the said property.

U. By a Deed of Gift dated 22nd day of May 2006 made between Ajit Kumar Samanta therein referred to as the Donor of the One Part and Sujit Kumar Samanta, Sanjit Kumar Samanta, Sarojit Samanta and Ranojit Samanta therein jointly referred to as the Donees of the Other Part and registered with the Registrar of Assurances, Kolkata in Book No.I, Volume No. 1, Pages 1 to 14, Being No. 05473, for the year 2008, the said Donor granted, transferred, conveyed, assured and assigned unto and in favour of the said Donees All That his undivided 1/7th share or part in the said property.

V. By another Indenture of Conveyance dated the 29th day of September, 2006 made between the said Tantia Enterprise therein referred to as the Vendor of the One Part and Mithu Samanta, Pompa Samanta, Suparna Samanta and Rina Samanta therein jointly referred to as the Purchasers of the Other Part and registered with the Additional Registrar of Assurances II, Kolkata in Book No.I, Volume No. I, Pages 1 to 14, Being No. 6218, for the year 2008, the said Vendor for the consideration therein mentioned granted, transferred, conveyed, assured and assigned unto and in favour of the said Purchasers All That the said undivided 1/7th share or part in the said property.

W. By another Deed of Gift dated 30th day of June 2008 made between the said Nisith Kumar Samanta therein referred to as the Donor of the One Part and Sujit Kumar Samanta, Sanjit Kumar Samanta, Sarojit Samanta and Ranojit Samanta therein jointly referred to as the Donees of the Other Part and registered with the Additional

District Sub- Registrar Bidhannagar in Book No.I, C.D.Volume No. 8, Pages 15431 to 15443, Being No. 08722, for the year 2008, the said Donor granted, transferred, conveyed, assured and assigned unto and in favour of the said Donees All That his undivided 1/7th share or part in the said property.

X. By a Deed of Declaration dated 22nd day of August, 2008 made by the said Sujit Kumar Samanta, Sanjit Kumar Samanta, Sarojit Kumar Samanta and Ranojit Kumar Samanta therein jointly referred to as the Declarants and registered with the Additional Registrar of Assurances II, Kolkata, Being No.2395 for the year 2008, the said Declarants declared that by the aforesaid recited Deed of Gift dated 22nd day of May 2006 the Donor therein granted, transferred, assured and assigned unto and in favour of the Donees therein All That the piece and parcel of land containing an area of 18 cottahs 8 chittaks 28.8 sq.ft. equivalent to 13,349.57 Sq.ft. be the same a little more or less in stead of 16 cottahs 7 chittaks 24 sq.ft. as wrongly mentioned therein.

Y. By another Deed of Declaration dated 22nd day of August, 2008 made by the said Mithu Samanta, Pompa Samanta, Suparna Samanta and Rina Samanta therein collectively referred to as the Declarants and registered with the Additional Registrar of Assurances II, Kolkata Being No. 3428 for the year 2008, the said Declarants declared that by the aforesaid recited Indenture of Conveyance dated the 29th day of September, 2006 the Vendor therein granted, transferred, conveyed, assured and assigned unto and in favour of the Purchasers therein All That the piece and parcel of land containing an area of 18 Cottahs 8 Chittacks 43 Sq. Ft. in stead of 18 cottahs 14 chittaks 15 sq.ft. as wrongly mentioned therein.

Z. The Vendors thus became seized and possessed of and/or otherwise well and sufficiently entitled to All That the said property morefully and particularly described in the **First Schedule** hereunder written free from all encumbrances, charges, liens, lispensens, attachments, acquisitions, requisitions, trusts whatsoever.

AA. The Vendors had represented to the Developer that six original Bengali Kobalas recited in recitals B, D, F, L, N and P above out of the aforesaid recited eleven Bengali Kobalas have been lost and/or misplaced and as such a General Diary being no.2553 dated 23rd July, 2008 was lodged with the Shyampukur Police Station and publications were made to that effect in "The Statesman" and "Dainik Statesman" on 31st July, 2008.

BB. By a Development Agreement dated 29th September, 2008 made between the Vendors and Developer herein, the Vendors had appointed the Developer to develop and commercially exploit the said property on the terms and conditions therein recorded.

CC. Pursuant to and in terms of the said Development Agreement, the Vendors had duly executed a General Power of Attorney in favour of the Developer which was registered with the Additional District Sub-Registrar, Bidhannagar in Book No. 4, Being No. 00947 for the year 2008.

DD. By an Agreement dated the 2nd day of April 2013 made between the Vendors of the One Part and the Developer of the Other Part the Vendors have released and relinquished their allocation against consideration recorded therein.

EE. Pursuant to and in terms of the said Agreement dated the 2nd day of April 2013 the Developer has paid the said agreed consideration to the Vendors.

FF. By and under the aforesaid Development Agreement the Developer has caused a plan in the name of the Vendors being Building Plan Sanction No. 685/MM/2011-2012 dated 01.09.2011 duly sanctioned by the Madhyamgram Municipality [herein after referred to as the **said plan**] for construction of multistoried residential complex upon the said property or on the part thereof [herein after referred to as the **said complex**].

GG. The present sanction being for construction of Five(5) Towers/blocks consisting of G+V (G plus five) storied buildings comprised of several independent Units and car parking spaces, further buildings would be sanctioned in the next phases.

HH. In pursuance of and in terms of the said plan, the Developer herein at its own cost and expenses has commenced construction of the said complex.

II. The Purchaser being desirous of acquiring **ALL THAT** the Unit No. _____ containing a super built up area of _____ Sq.Ft. on the _____ side of the _____ floor of the Tower/Block No. _____, more fully and particularly described in the **Part-I** of the **Second Schedule** hereunder written together with right to park one medium size car in the covered/open Car Parking space of the New Building Complex to be known as **"S. D. AQUA VIEW"** more fully and particularly described in the **Part-II** of the **Second Schedule** hereunder written presently in course of construction on a part of the said property **TOGETHER WITH** the undivided proportionate variable impartible share in the land underneath the said Tower attributable thereto more fully and particularly described in the **First Schedule** hereunder written **TOGETHER WITH** the undivided proportionate share in the common parts, portions, areas, facilities, and amenities of the said Tower more fully and particularly described in the **Part- I** of the **Third Schedule** hereunder written (hereinafter collectively referred to as the said **UNIT**) have approached the Vendors and the Developer to sell and transfer the same to the Purchaser to which the Developer have agreed to at or for the consideration and on the terms and conditions hereinafter contained.

JJ. At or before execution of this Agreement the Purchaser –

- a. has/have fully satisfied itself/himself/themselves as to the title of the Vendors and the right of the Developer in respect of the property;
- b. has/have inspected the plan sanctioned by the authorities concerned in respect of the building complex and the said Unit being constructed by the Developer and agrees not to raise any objection with regard thereto;
- c. has/have verified the location and site of the said Unit including the egress and ingress thereof and also the area of the Unit as stated in this Agreement and agrees not to dispute the same;

d. has/have acknowledged that the right of the Purchaser shall remain restricted to the said Unit;

e. has/have acknowledged that the Developer shall be entitled to change and/or alter and/or modify the said Plan including change of use of any part or portion of the building complex being constructed erected and completed on the land in the said property and the Purchaser shall have no objection thereto; and

f. has/have satisfied itself/himself/themselves as to the built up area and the super built-up area in relation thereto to comprise in the said Unit and also the common parts/portions which would be common for all the residents/occupants of the various units comprised in the said building and has agreed not to challenge or dispute the same in any manner whatsoever or however.

KK. Unless in this Agreement there be something contrary or repugnant to the subject or context, the following words shall have the following meanings :-

ADVOCATES – shall mean **VICTOR MOSES & CO.**, Solicitors & Advocates, Temple Chambers, 6, Old Post Office Street, Kolkata – 700 001 appointed by the Developer, inter alia, for preparation of this agreement and conveyance for transfer of the said unit/car parking space.

ARCHITECT – shall mean such person or persons who may be appointed by the Developer as the Architect for the Complex.

ASSOCIATION – shall mean any company incorporated under the Companies Act, 1956 or any Association or a Committee as may be formed by the Developer for the Common Purposes having such rules, regulations and restrictions as may be deemed proper and necessary by the Developer not inconsistent with the provisions and covenants herein contained.

BUILT-UP AREA : shall according to its context mean the plinth area of the flat/unit described in the Second Schedule hereunder and all the flat/units of the block and constructions thereat, and which area shall include, inter alia the area of covered balcony attached thereto and also thickness of the outer walls, internal walls columns pillars therein Provided That if any wall column or pillar being common between two flats/units then half of the area under such wall, column or pillar shall be included in each such flat/unit. The common areas, portions and installations of the building as shall be determined by the Architects in its absolute discretion and whose decision shall be final and binding.

CAR PARKING SPACE – shall mean the spaces in the portions of the ground floor level, whether open or covered, of the Complex expressed or intended to be reserved for parking of motor cars/scooters.

COMMON AREAS, FACILITIES AND AMENITIES – shall mean and include as mentioned in the **Part-I** of the **Third Schedule** hereunder written which includes corridors, hallways, stairways, internal and external passages, passage-ways, pump house, overhead water tank, water pump and motor, drive-ways, common lavatories, Generator, Community Hall, Gymnasium and other facilities in the complex which may

be provided by the Developer and required for establishment, location, enjoyment, provisions, maintenance and/or management of the Complex as would be decided by Developer but does not include the car parking areas.

COMMON EXPENSES– shall mean and include as mentioned in the **Fourth Schedule** hereunder written all expenses for maintenance, management, upkeep and administration of the Common Areas, Facilities and Amenities and for rendition of common services in common to the Co-transferees and all other expenses for the Common Purpose as may be decided by the Developer to be contributed, borne, paid and shared by the Co-transferees. Provided however the charges payable on account of Generator, Electricity etc. consumed by or within any flat/unit shall be separately paid or reimbursed to the Maintenance in-charge.

COMMON PURPOSES – shall mean and include the purpose of managing, maintaining and up keeping the Complex as a whole in particular the Common Areas, Facilities and Amenities, rendition of common services in common to the Co-transferees, collection and disbursement of the Common Expenses and administering and dealing with the matters of common interest of the Co-transferees and relating to their mutual rights and obligations for the beneficial use and enjoyment of their respective Flat/units exclusively and the Common Areas, Facilities and Amenities in common.

COMPLETION NOTICE – shall mean the notice contemplated in Clause No.6 hereunder written.

COMPLETION OF THE FLAT/UNIT – shall mean of the Flat/unit in usable state with water supply, waste, drainage and sewerage connections thereto, fire fighting and detection system, electrical and generator connection/wiring upto the entrance of the Flat/unit, and all other facilities and amenities as be required to be provided to make the Flat/unit and the Car Parking Space ready to use in accordance with the Specification specified in the **Part-II** of the **Third Schedule** hereunder written.

COMPLEX – shall mean the new building complex presently comprised of one Building/Block consisting several new flats/units to be constructed by the Developer in terms of said sanctioned plan and their surrounding areas being the entire area within the boundary of the said property.

CO-OWNERS : according to the context shall mean all the prospective or actual buyers who for the time being have agreed to purchase any flat/Unit in the Building and for all unsold Unit and/or Units, the Developer.

DATE OF COMMENCEMENT OF LIABILITY : shall mean the date on which the Purchaser takes actual physical possession of the said flat/Unit after fulfilling all his/her/its liabilities and obligations in terms of the Clause 6 hereinafter or the date of expiry of the period specified in the notice in writing by the Developer to the Purchaser to take possession of the said flat/Unit in terms of the said Clause 6 irrespective of whether the Purchasers take actual physical possession of the said unit or not, whichever be earlier.

MAINTENANCE-IN-CHARGE – shall upon the formation of the Association and its taking charge of the acts relating to the Common Purposes from the Developer mean the Association and till such time the Association is formed and takes charge of the acts relating to the Common Purposes, shall mean the Developer.

NEW BUILDING(S) - shall mean the new building(s) of the said complex comprising of residential areas, covered parking spaces and other constructions whatsoever to be constructed, erected and completed in accordance with the Plan on the said property.

PLAN - shall mean the sanctioned plan of Madhyamgram Municipality having No. 685/MM/2011-2012 dated 01.09.2011 for construction of a multistoried, multi-use and residential building complex comprising of Five (5) independent ground plus four (G+5) storied buildings comprising several independent Units and car parking spaces upon the said property, and shall include further stories as would be sanctioned in future Together With all modifications and/or alterations thereto from time to time made or to be made by Developer as per the project layout or under advice or on the recommendation of the Architect or as per the directive of any statutory authority.

PROPORTIONATE OR PROPORTIONATELY – according to the context shall mean the proportion in which the built up area of the said flat/Unit may bear to the built-up area of all the Units in the new building **PROVIDED THAT** where it refers to the share of any Purchaser or any Co-owners 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 flat/Unit).

PURCHASER – shall mean and include –

- i) In case the Purchaser be an individual or a group of person, then his/their respective heirs executors administrators legal representatives;
- ii) In case the Purchaser be a Hindu Undivided Family, then its coparceners or members for the time being and their respective heirs executors administrators legal representatives;
- iii) In case the Purchaser be a Partnership Firm, then its partners for the time being and their respective heirs executors administrators legal representatives;
- iv) In case the Purchaser be a Company, then its successors or successors in interest;

SAID PROPERTY – shall mean an area of 6 (six) Bigha 9 (nine) Cottahs 12 (twelve) Chittacks 27 (twenty seven) Sq. Ft. be the same or a little more or less lying and situated under Mouza – Sahara, J.L.No.46, R.S.No.3, Touzi No.146, comprised in R.S.Dag Nos.428, 429, 430, 431 (P), 432, 434 (P), 435, under R.S.Khatian Nos.47, 111, 126/75, 359, 393 & 501, L.R. Dag Nos. 733 & 734, L.R. Khatian Nos. 1697, 2157, 2031, 2237, 2727, 2725, 2724, 2726, presently Holding No.320, Jessore Road (South), Ward No.19, within the local limits of Madhyamgram Municipality, Police Station-

Airport, District- North 24-Parganas, Kolkata-700 129 more fully and particularly mentioned and described in the **First Schedule** hereunder written.

SAID SHARE – shall mean proportionate undivided indivisible impartible share in the land comprised in the said property attributable to the said Flat/Unit agreed to be purchased hereunder by the Purchaser.

SAID FLAT/UNIT – shall mean the Unit No. _____ containing a super built up area of _____ Sq.Ft. on the _____ side of the _____ floor of the Building/Block No. _____, more fully and particularly described in the **Part-I** of the **Second Schedule** hereunder written together with right to park one medium size car in the covered/open Car Parking space of the New Building Complex to be known as “S. D. AQUA VIEW” more fully and particularly described in the **Part-II** of the **Second Schedule** hereunder written presently in course of construction on a part of the said property together with the undivided proportionate indivisible part or share in the Common Areas, Facilities and Amenities and Together with the Said Share.

SPECIFICATION – shall mean the specification for the said new building as mentioned in the **Part-II** of the **Third Schedule** hereunder written subject to the alterations or modifications as may be suggested or approved by the Architect.

SUPER BUILT-UP AREA – according to the context shall mean and include the plinth area of the constructed space in the New Building including the thickness of the internal and external walls thereof and columns thereof and for each Flat/unit the plinth area of the said Flat/unit and all other Flat/units in the said New Building including the thickness of the internal and external walls thereof and columns therein provided that if any wall or column be common between two Flat/units then half of the area under such wall or column shall be excluded for the area of each such Flat/unit plus proportionate share of common areas which shall be determined by the Developer.

TITLE DEEDS – shall mean the documents of title of the Vendors in respect of the said property and the documents referred to herein.

TRANSFER – with its grammatical variations shall include transfer by possession and by other means adopted for effecting what is understood as a transfer of space in multi-storied building to the transferees thereof as per law.

Words importing **SINGULAR NUMBER** shall include the **PLURAL NUMBER** and vice versa.

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**

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

1. **INTERPRETATIONS :**

In this agreement save and except as otherwise expressly provided –

- i) all words and personal pronouns relating thereto shall be read and construed as the number and gender of the party or parties require and the verb shall be read and construed as agreeing with the required word and pronoun.
- ii) the division of this agreement into headings is for convenience of reference only and shall not modify or affect the interpretation or construction of this agreement or any of its provisions.
- iii) when calculating the period of time within which or following which any act is to be done or step taken pursuant to this agreement, the date which is the reference day in calculating such period shall be excluded. If the last day of such period is not a business day, the period in question shall end on the next business day.
- iv) all references to section numbers refer to the sections of this agreement, and all references to schedules refer to the Schedules hereunder written.
- v) the words 'herein', 'hereof', 'hereunder', 'hereafter' and 'hereto' and words of similar import refer to this agreement as a whole and not to any particular Article or section thereof.
- vi) Any reference to any act of Parliament or State legislature in India whether general or specific shall include any modification, extension or enactment of it for the time being in force and all instruments, orders, plans, regulations, bye-laws, terms or direction any time issued under it.
- vii) Any reference to any agreement, contract, plan, deed or document shall be construed as a reference to it as it may have been or may be from time to time amended, varied, altered, modified, supplemented or novated.

2. **COMMENCEMENT:**

2.1 This Agreement commences and shall be deemed to have commenced on and with effect from the date of the execution hereof (commencement date) and this Agreement shall remain valid and in force till all obligations of the Parties towards each other stand fulfilled and performed or till this Agreement is terminated in the manner stated herein.

3. **TITLE & PLAN** : The Purchaser has examined and got himself/herself/itself/themselves fully satisfied about the title of the Vendors to the said property and of the Developer to the said Flat/unit and has accepted the same and agrees and covenants not to raise any objection thereto or make any requisition in connection therewith.

3.1 The Purchaser has also seen and inspected the said Plan sanctioned by the Madhyamgram Municipality in respect of the said property and has fully satisfied himself/herself/itself/themselves about the validity thereof and agrees and covenants not to raise any objection with regard thereto.

3.2 The Purchaser doth/do hereby consent and confirm that the Developer shall be at liberty to have the sanctioned plan modified and/or altered **PROVIDED THAT** in case by such modification or alteration, the Purchaser's Flat/unit be affected then the

Developer shall take consent in writing from the Purchaser for such modification or alteration.

3.3 The Purchaser has fully satisfied himself/herself/itself/ themselves as to the built-up /super built up area to comprise in the said Flat/Unit and also the common parts/portions which would be common for all the residents/occupants of the various Flats/Units comprised in the said new building and has/have agreed not to challenge or dispute the same in any manner whatsoever or however.

4. **SALE OF UNIT AND CONSIDERATION:** The Vendors to sell and the Developer agrees to confirm the sale of All That the said Flat/unit, being the **Flat No.** _____ containing a super built up area of _____ Sq. Ft. on the _____ side of the _____ floor of the Tower/Building/Block No. _____, more fully and particularly described in the **Part-I** of the **Second Schedule** hereunder written Together with the undivided indivisible variable proportionate part or share in the land comprised in the said property together also with the right of parking one or more motor car/s /two wheeler/s in or portion of the car/two wheeler parking space, if so specifically and as expressly mentioned and described in the **Part II** of the **Second Schedule** hereunder written Together With proportionate undivided indivisible variable share in the Common Areas and Installations more fully and particularly mentioned and described in the **Part-I** of the **Third Schedule** hereunder written and the Purchaser agree(s) to purchase the same at and for the consideration of **Rs.**_____ [Rupees_____] only more fully mentioned in **Part-I** of the **Fifth Schedule** hereunder written payable by the Purchaser to the Developer in installments as mentioned in **Part-II** of the **Fifth Schedule** hereunder written on and subject to the terms and conditions contained herein.

4.1 Time for payment of the consideration and other amounts hereunder by the Purchaser to the Developer shall be the essence of the contract.

4.2 The consideration amount mentioned in **Part I** of the **Fifth Schedule** hereunder written is based on the present super built up area of the Unit. In the event of any increase or decrease in the same as would be certified by the Architect, there shall be corresponding increase or decrease in the amount of consideration agreed to be paid by the Purchaser to the Developer and would be required to be paid and/or adjusted with the last installment.

4.3 Unless otherwise expressly so mentioned, all the said amounts specified hereinabove and the Schedules below shall be strictly paid and/or deposited by the Purchaser with the Developer in accordance with the terms of payment as set out in this Agreement. This shall not however prejudice the Developer's right in case of default, to claim or realise the said amounts later even after possession is given.

5. **FLAT/UNIT CONSTRUCTION:** Subject to the Purchaser making payment of the consideration within due dates stipulated hereunder and complying with his/her/its

other obligations hereunder contained and subject to force majeure, the Developer will construct and complete the construction of and make tenantable the said Flat/unit in accordance with the Plan and in the manner and with the specifications mentioned in the **Part-II** of the **Third Schedule** hereunder written and within the period mentioned in **Part-III** of the **Third Schedule** hereunder written and shall install and complete the common Areas and Installations in the said Building mentioned in **Part-I** of the **Third Schedule** within a reasonable time thereafter which shall not exceed a period of six months thereafter.

5.1 The Purchaser shall not in any manner cause any objection obstruction interference or interruption at any time hereafter in the construction or completion of construction of the building (notwithstanding the delivery of possession of the said Flat/unit to the Purchaser in the meantime and 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 building or the said property or the sale or transfer of the other Flat/units in the building is in any way 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 Developer is restrained from construction of the new building and/or transferring and disposing of the other flat/units therein then and in that event without prejudice to such other rights the Developer may have the Purchaser shall be liable to compensate and also indemnify the Developer for all loss, damage, costs, claims, demands, actions and proceedings that may be suffered or incurred by the Developer.

5.2 During the period of construction the Purchaser shall enter the construction site at his/her/its/their own risk. The Developer shall not be liable for any untoward incident or accident. Developer's project staffs are to focus on timely and quality construction and are not expected to respond to Purchaser's enquiries. No verbal assurances shall be considered to be a commitment made by the Developer and only written commitments made by an authorized representative of the Developer shall be considered to have been made on behalf of the Developer.

5.3 The Developer may extend the Project in contiguous land in future wherein all the provisions of common facilities such as roads, gates, drainage, ingress and egress, sewerage, underground reservoir, pumps, community hall, playgrounds, multi level car parking space and other amenities shall all be part of a common integrated development and the Purchaser shall not have any objection to it.

5.4 The Complex may be expanded in future further than presently conceived of by constructing further towers and/ further storeys and various passages, pathways, common ways, common roads and services and taking into account the complexity of the Project, the Developer has reserved to itself the absolute right of changing or

altering and/or reallocating such passages, common ways, entrances, exits, pathways, roads and services as the Developer may deem fit and proper.

5.5 The work of construction of the project shall be taken up in various phases and all the common facilities and/or amenities will be provided progressively and since some of the common facilities and/or amenities are to be common for the entire project the same shall be provided only upon completion of the entire project but so far as the Tower in which the Unit of the Purchaser is situated the same shall be deemed to have been completed if made fit for habitation and certified to be so by the Architect.

5.6 The Developer will not entertain any request for modification in the internal layouts of the Unit and external facade of the Tower and common areas.

5.7 The Developer may effect such variations, additions, alterations, deletions and/or modifications to the layout plans and building plans, specification of the building(s)/complex. No complaints by the Purchaser regarding design layout and accommodation shall be entertained.

5.8 The Purchaser has the option to do any additional or modificational work in respect of specifications of a unit particularly mentioned in the Part-II of the Third Schedule written hereunder at his/their own costs and expenses with the prior written consent from the Developer. However, such additional cost borne by the Purchaser shall not be deducted or adjusted against the consideration of the flat/unit.

6. **POSSESSION AND CONVEYANCE**: Upon making the said Flat/unit tenantable the Developer shall give a notice thereof in writing to the Purchaser who within fifteen days of its service :-

- a) may take inspection of the said Flat/unit in presence of the Developer or its representative or Architect ;
- b) may point out any defect in construction required to be rectified by the Developer and which if required would be rectified by the Developer but which shall not withhold the performance of the other obligations of the Purchaser hereunder;
- c) shall pay the entire balance consideration and all other amounts and deposits payable by the Purchaser to the Developer for sale of the said Flat/unit;
- d) fulfill all his/her/its other covenants hereunder and complete the purchase of the said Flat/unit;
- e) take possession of the said Flat/unit.

If no inspection is taken within the said period, it shall be deemed that such a right is waived.

6.1 It is expressly agreed understood and clarified as follows:

- (i) The Developer shall not be liable to deliver possession of the said Flat/unit to the Purchaser nor shall execute any Deed of Conveyance 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 have 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) It will not be necessary for the Developer to complete and install all the Common Areas and Installations before giving the notice to the Purchaser to take possession in terms of clause 6 hereinabove. The said Flat/unit shall be deemed to be in a habitable condition as soon as the same is completed internally in accordance with the specifications mentioned in the **Third Schedule** hereunder written, the entrance lobby of the new building lift are made operative and water drainage sewerage and permanent electricity connection are provided in or for the said Flat/unit.
- (iii) The Purchaser's liabilities and obligations towards payment of Common Expenses, rates and taxes and other outgoings payable in respect of the said Flat/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 Flat/unit.

6.2 It will not be necessary for the Developer to complete all the common areas and install all the installations in the building, before giving the notice to the Purchaser to take possession of the said Unit. As stated above the Unit shall be deemed to be tenable as soon as the same is completed internally as per the specifications mentioned in the **Third Schedule** hereunder written and the entrance lobby and lift of the Tower is made operative and water drainage and sewerage connections are provided in or for the said Unit and the Occupancy Certificate or Partial Occupancy Certificate is obtained.

6.3 The Purchaser shall, at the time of taking possession get the Deed of Conveyance in respect of his Unit registered in his/her/its name and for this purpose shall pay the stamp duty, registration charges and incidental expenses for and/or in relation to execution and registration of the Deed of Conveyance in respect of the said Unit and also any other assurances deeds required to be made for or in relation thereto.

6.4 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 and the Developer agree to execute the Conveyance in respect of the said Flat/unit in favour of the Purchaser upon the delivery of possession of the said Flat/unit to the Purchaser.

6.5 It is further expressly agreed that with effect from the date of Commencement of Liability, it shall be deemed that the Developer has complied with all its 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 or the Developer on any account whatsoever.

7. **RESTRICTIONS ON ALIENATION BEFORE POSSESSION** : Before taking actual physical possession of the said flat/unit by the Purchaser in terms of clause 6 hereinabove, the Purchaser shall not deal with, let out, encumber, transfer or alienate the said Flat/unit or the rights of the Purchaser hereunder without the consent in writing of the Developer first had and obtained **PROVIDED THAT** the Purchaser may do so in case the Purchaser pays the entirety of the amounts payable hereunder to the Developer and is not in any manner in default in observance of his/her/its obligations hereunder But Subject Nevertheless To the following terms and conditions:

- (i) the Vendors and the Developer shall not be required to be parties to any nomination, transfer, letting out or alienation as aforesaid ;
- (ii) Any such nomination, transfer, letting out or alienation shall be subject to the terms conditions agreements and covenants contained hereunder and on the part of the Purchaser to be observed fulfilled and performed and which would be required to be observed, fulfilled and performed by the Purchaser only ;
- (iii) The Purchaser shall have previously informed the Developer in writing of the full particulars of such nominee, tenant and/or occupant, it being clarified that in case of leasing out or letting out, the Purchaser shall also inform to the Developer the full particulars of the rent and all other charges and benefits receivable by the Purchaser in respect thereof to the extent necessary for assessment of the liability for rates and taxes and other impositions ;
- (iv) The Purchaser shall be liable to pay all increase in the municipal rates and taxes and other outgoings as may be occasioned due to aforesaid leasing out or letting out.

7.1 In the event of nomination/assignment of this agreement the Purchaser shall be liable to pay to the Developer a sum of 3% of the total amount already paid by the Purchaser to the Developer as and by way of nomination charges and obtain an undertaking from the Transferee that he/she/it/they shall abide by all the terms and conditions of this Agreement and the Developer shall be entitled to such nomination charges for every subsequent nomination as well..

7.2 It is agreed that the Purchaser is not entitled within the 12 months from the date hereof to seek permission of the Developer to assign and/or transfer its/his/their right under this Agreement relating to the said Unit to any party.

7.3 There will be no privity whatsoever between the Developer and the nominee or new transferee before and until a regular deed of conveyance is granted by the Developer and/or until the nomination has been accepted expressly in writing. The Developer shall be entitled to refuse to accept nomination without assigning reasons.

8. **DOCUMENTS RELATING TO TRANSFER ETC.**: The Deed of Conveyance, Agreement for Nomination, if any and other documents of transfer to be executed in pursuance hereof shall be in such form and shall contain such covenants exceptions and restrictions etc., as be drawn by the Advocates of the Developer and the Purchaser

shall execute the same without raising any objection whatsoever. Provided That the Purchaser shall be entitled to seek reasonable clarifications thereon.

9. **EXTRAS AND DEPOSITS** : In addition to the consideration payable by the Purchaser to the Developer as stated hereinabove the Purchaser shall also pay to the Developer the additional payments and/or make the deposits particularly described in the **Sixth Schedule** hereunder written which are non- refundable.

9.1 Unless otherwise expressly so mentioned, all the said amounts specified in the Sixth Schedule shall be paid and/or deposited by the Purchaser with the Developer on or before the Date of Commencement of Liability. This shall not however prejudice the Developer's right to claim or realise the said amounts thereafter in case the liability arises or accrues thereafter or if the Developer deliver possession of the Unit without claiming and/or receiving the same and/or otherwise.

9.2 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 Developer's reasonable estimate subject to subsequent accounting and settlement within a reasonable period.

9.3 Any apportionment of the liability of the Purchaser in respect of any item of expenses, taxes, duties, levies, service taxes and outgoings payable by the Purchaser hereunder shall be final and binding on the Purchaser and the Purchaser shall be entitled to take inspection of the available supportings as and when required.

9.4 It is further expressly agreed and made clear that the payments and deposits to be made by the Purchaser hereunder shall not carry any interest and all such amounts to be paid and/or deposited by the Purchaser shall be held in trust by the Developer and specifically utilized for such purpose only and not otherwise.

9.5 In order to retain the Complex as a decent Residential Complex and as such to avoid any controversy in future and also for ensuring that proper maintenance and up-keep of the Complex continues, the Purchaser shall keep in deposit with the Maintenance in charge an amount as determined by it in its absolute discretion towards maintenance, free of interest.

9.6 Unless otherwise expressly so mentioned, all the said amounts specified hereinabove shall be paid and/or deposited by the Purchaser with the Developer/ Maintenance in charge before the Date of Commencement of Liability. This shall not however prejudice the Developer's right to claim or realize the said amounts thereafter in case the liability arises or accrues thereafter or if the Developer deliver possession of the said Unit without claiming and/or receiving the same and/or otherwise.

9.7 All payments shall be made at the office of the Developer/ Maintenance in charge against proper receipts being granted by the Developer/ Maintenance in charge or its Authorised Representative it being expressly agreed that the Purchaser shall not be entitled to and agrees not to set up any oral agreement regarding the payments and due performance and observance of the terms and conditions herein contained.

10. **MANAGEMENT, MAINTENANCE AND COMMON ENJOYMENT:**

As a matter of necessity, the ownership and enjoyment of the said Flat/unit by the Purchaser be consistent with the rights and interest of all the Co-owners and in using and enjoying the said Flat/unit and the Common Areas and Installations, the Purchaser binds himself and covenants :-

- (a) to co-operate with the Maintenance In charge in the management and maintenance of the Building and other common purposes.
- (b) to observe and perform the rules regulations and restrictions from time to time in force for the quiet and peaceful use enjoyment and management of the Building and in particular the Common Areas and Installation and other common purposes.
- (c) to use the said Unit only for the private dwelling residence in a decent and respectable manner and for no other purpose.
- (d) unless the right of parking motor car is expressly granted and mentioned in the Second Schedule hereunder written, the Purchaser shall not park any motor car or any other vehicle at any place in the Building (including at the open spaces in the Building) AND if the right to park car is so expressly granted and mentioned in the Second Schedule the Purchaser shall use the car parking space/s only for the purpose of parking of their medium sized motor car.
- (e) not to use any part of the Building or other 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.
- (f) to use the Common Areas and Installations only to the extent required for ingress to and egress from the said Unit of men and materials and passage of utilities and facilities.
- (g) to keep the common areas, open spaces, parking areas, paths, passages, staircases, lobby, landings etc., free from obstructions or encroachments and in a clean and orderly manner and not to store or allow any one to store any good articles or things or allow anyone to sleep or rest therein or thereat or in any other common areas of the Building.
- (h) not to claim any right whatsoever or howsoever over any other unit or portion in the Building save the said Unit.
- (i) not to put any nameplate or letter box or neon-sign or board in the common areas or on the outside wall of the Building save a letter-box at the place in the ground floor as be expressly approved or provided by the Developer and a decent nameplate outside the main gate of his/her/its/their Unit. It is hereby expressly made clear that in no event the Purchaser shall open out any additional window or any other apparatus protruding outside the exterior of the said Unit excepting airconditioners to be placed in the designated cut out positions.
- (j) not to alter the outer elevation of the Building or any part thereof nor decorate the exterior of the Building 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.

(k) not to deposit or throw or permit to be deposited or thrown any rubbish or refuse or waste or spit in the staircase, lobby, landings, pathways, passages or in any other Common Areas and Installations or in any other portion of the Building nor into lavatories, cisterns, water or soil pipes serving the Building nor allow or permit any other Co-owners to do so.

(l) 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 Building.

(m) to keep the said Unit and party walls, sewers, drains pipes, cables, wires, entrance and main entrance serving any other Unit in the Building in good and substantial repair and condition so as to support shelter and protect and keep habitable the other units/parts of the Building and not to do or cause to be done anything in or around the said Unit 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 the said Unit. In particular and without prejudice to the generality to the foregoing, the Purchaser do and each of them doth hereby covenant that the Developer that the Purchaser shall not make any form of alteration in the beams and columns passing through the said Unit or the common areas for the purpose of making changing or repairing the concealed wiring and piping or otherwise.

(n) not to let out transfer or part with the possession of the parking space, if the right of parking car is granted hereunder, independent of the said Unit nor vice versa, with the only exception being that the Purchaser shall be entitled to let out transfer or part with possession of the parking space independent of the said Unit to any other Co-owners and none else.

(o) 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 the said Unit.

(p) maintain at his/her/its/their own costs, the said Unit in the same good condition state and order in which the same be delivered to the Purchaser and abide by all laws, bye-laws, rules, regulations and restrictions (including those relating to Fire Safety under the West Bengal Fire Services Act, 1950 and the rules made thereunder) of the Government, Madhyamgram Municipality, Kolkata Metropolitan Development Authority, CESC Limited/ WBPSDCL, Fire Brigade and/or any statutory authority and/or local body with regard to the user and maintenance of the said Unit as well as the user operation and maintenance of the lift, water, electricity, drainage, sewerage and other installations and amenities at the Building and to make such additions and alterations in or about or relating to the said Unit and/or the Building as be required to be carried out by them or any of them, independently or in common with the other Co-owners as the case may be without holding the Vendors or the Developer 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 the Developer saved, harmless and indemnified

from and against all losses damages costs claims demands actions and proceedings that it may suffer or incur due to any non-compliance, non performance, default or negligence on the part of the Purchaser.

(q) to bear, 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 the said Unit directly to the Madhyamgram Municipality Provided That so long as the said Unit is not assessed separately for the purpose of such rates and taxes, the Purchaser shall pay to the Developer proportionate share of all such rates and taxes assessed on the said premises.

ii) All other taxes impositions levies cess and outgoings whether existing or as may be imposed or levied at any time in future on or in respect of the said Unit or the Building or the said property as a whole and whether demanded from or payable by the Purchaser or the Developer and the same shall be paid by the Purchaser wholly in case the same relates to the said Unit and proportionately in case the same relates to the Building as a whole.

iii) Electricity charges for electricity consumed in or relating to the said Unit and until a separate electric meter is obtained by the Purchaser for his Unit, the Developer shall provide a reasonable quantum of power in the said Unit from its existing sources and the Purchaser shall pay electricity charges to the Maintenance In-charge based on the reading shown in the sub-meter provided for the said Unit at the rate at which the Maintenance In charge shall be liable to pay the same to CESC Limited/ WBPSDCL.

iv) Charges for enjoying and/or availing power in excess of 1 (one) Watt per square foot of the area of the said Unit, if (subject to availability) provided to the Purchaser and the said Unit by the Maintenance In-charge from the common Generator 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 the said Unit, wholly and if in common with the other Co-owners, proportionately to the Developer 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 Purchaser shall pay to the Maintenance In-charge, a minimum of maintenance charges calculated @ Rs.2/- (Rupees Two) only per square feet per month of the super built-up area of the said Unit. 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 upon reasonable prior notice to the Purchaser.

vi) All penalty surcharge interest costs charges and expenses arising out of any delay default or negligence on the part of the Purchaser 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./WBPSDCL, from its consumers for the delay in payment of its bills).

vii) to observe such other covenants as be deemed reasonable by the Developer from time to time for the common purposes

10.1 The Purchaser shall be entitled to take inspection from time to time and at all times after the date of commencement of liability, the documents, vouchers or supporting of all the aforesaid charges or expenses to be incurred by the Developer or the Maintenance-in-charge and would be charged to the Purchaser either wholly or proportionately, at the office of the Developer upon prior written notice.

10.2 Unless otherwise expressly mentioned elsewhere herein, all payments mentioned herein shall be made within the seventh day of the month for which the same 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 Flat/unit or in the letter box in the ground floor of the building earmarked for the said Flat/unit.

10.3 Until the expiry of three months of a notice in writing given by the Developer to the Purchaser and the other co-owners to take over charge of the acts relating to common purposes, the Developer shall be the Maintenance In-charge and look after the common purposes and the Purchaser undertakes to regularly and punctually pay to the Developer or their nominee the maintenance charges and other amounts payable by the Purchaser hereunder.

10.3.1 So long the Developer 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 its acts relating to the Common Purposes nor shall the Purchaser be entitled to hold the Developer responsible to furnish any accounts, vouchers, bills, documents etc. in any manner and the Purchaser as well as the Association shall remain liable to indemnify and keep indemnified the Developer for all liabilities due to non-fulfillment of their respective obligations contained herein by the Purchaser and/or the Association.

10.4 The notice contemplated under clause 10.3 hereinabove may be given by the Developer at its sole discretion upon transfer of all the Flat/units in the building 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 Association for the common purposes with the Co-owners as shareholders or members, as the case may be, thereof and each shareholder or member shall have voting rights in such Association equivalent to one vote per square feet of the built-up area of their respective Flat/units, it being clarified that in case there be more than one Purchaser of one Flat/unit even then only one of such Purchaser who

is nominated amongst them shall be entitled to have voting rights appertaining to their Flat/unit.

10.4.1 The Purchaser and the other Co-owners shall sign and execute all papers, documents and applications for the purpose of formation of the Association and to do all the necessary acts deeds and things and the Developer shall not in any manner be responsible and liable therefor except that in the event, the Developer shall retain any flat/unit, he shall also become a shareholder or member of the Association, as the case may be.

10.5 Upon formation of the Association, the Developer shall transfer to the Association all its rights responsibilities and obligations with regard to the common purposes (save those expressly reserved by the Developer hereunder or so intended to be or so desired by the Developer hereafter) whereupon only the Association shall be entitled thereto and obliged therefore, it being expressly agreed and clarified that in case on the date of expiry of the notice period specified in Clause 10.3 hereinabove, the 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 Developer to all the Co-owners for the time being of the building without any further act on the part of the Developer and whereupon only the Co-owners shall be entitled thereto and obliged therefore. All reference to the Developer herein with regard to the common purposes shall thenceforth be deemed to be reference to the Association or the Co-owners as the case may be.

10.5.1 At the time of handing over the charge to the Association or to the Co-owners as the case may be the Developer shall also transfer the residue then remaining of the deposit made by the Purchaser hereinabove after adjusting all amounts then remaining due and payable by the Purchaser and the amounts thus transferred shall be held by the 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 Association shall remain liable to indemnify the Developer for all liabilities due to non fulfillment of its obligations by the Purchaser and/or the other Co-owners and/or the Association and also for all liabilities claims and demands arising in course of the maintenance management upkeep and administration of the building by the 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 building).

10.6 The rules and regulations and/or bye laws of the said Association shall not be inconsistent herewith.

10.7 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 within a period of seven days from the date of such sum becoming due or payable 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 12% 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 Flat/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, licenses and/or the said Flat/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 Flat/unit.

11. **HOUSE RULES:**

- (1) The lobbies, entrances and stairways of the Building/Block/Tower of the Complex shall not be obstructed or used for any purpose other than ingress to and egress from the Unit in the complex.
- (2) No Purchaser/Occupier shall make or permit any disturbing noises in the complex or do or permit anything to be done therein which will interfere with the rights comfort or convenience of other occupiers. No occupier shall use any loud speaker in the Unit if the same shall disturb or annoy other occupants of the complex.
- (3) Each Purchaser shall keep his Unit in a good state of preservation and cleanliness and shall not throw or permit to be thrown therefrom or from the doors, windows, terraces, balconies thereof any dirt or other substances.
- (4) No article shall be allowed to be placed in the staircase landings or fire towers or fire refuge area nor shall anything be hung or shaken from the floor, windows, terraces or balconies or place upon the window grills of the Towers of the said complex. No fences or partitions shall be placed or affixed to any terrace without the prior approval of the Developer /Maintenance in charge.
- (5) No shades awning, window guards, ventilators or air conditioning devices shall be used in or about the Towers of the complex excepting such as shall have been approved by the Developer /Maintenance in charge.
- (6) No sign, notice or advertisement shall be inscribed or exposed on or at a window or other part of the complex except such, as shall have been approved by the Developer /Maintenance in charge, nor shall anything be projected out of any window of the complex without similar approval.
- (7) Water-closets and other water apparatus in the Complex shall not be used for any purpose other than those for which they were constructed nor shall any sweepings, rubbish, rags or any other article be thrown into the same. Any damage resulting from misuse of any of the water-closets or apparatus shall be paid for by the Unit-owner in whose apartment it shall have been caused.

- (8) No bird or animal shall be kept or harboured in the common areas of the complex. In no event shall dogs and other pets be permitted on elevators or in any of the common portions of the Complex unless accompanied.
- (9) No television aerial shall be attached to or hung from the exterior of the Unit.
- (10) Garbage and refuse from the Unit shall be deposited in such place only in the complex and at such time and in such manner as the Maintenance in charge may direct.
- (11) No vehicle belonging to a Purchaser or to a member of the family or guest, tenant or employee of the Purchaser shall be parked in the open space or in such manner as to impede or prevent ready access to the entrance of the complex by another vehicle.
- (12) These house rules may be added to, amended or repealed at any time by the Developer /Maintenance in charge.

12. **DEFAULTS** : The Purchaser shall pay interest @ 15% per annum on all sums becoming due hereunder and which the Purchaser fails to pay to the Developer 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 Developer hereunder. The Developer shall have the discretion to waive and/or reduce the interest payable as aforesaid.

12.1 Having no default on the part of the Developer, in case the Purchaser commits default in making payment of the consideration mentioned herein or in observing his covenants herein within time then in such event, the Developer shall give one month's notice in writing to the Purchaser setting out the default or breach complained of and calling upon the Purchaser to remedy the default or breach complained of and if on the expiry of such notice, the Purchaser continues the default or breach, then this agreement shall at the option of the Developer stand terminated and rescinded and the Developer shall become entitled to enjoy and/or transfer the said Flat/unit to any person without in any way becoming liable to the Purchaser and upon the Developer having entered into a contract for sale of the said Flat/unit with any new buyer or buyers, the Developer shall refund to the Purchaser the earnest money paid by the Purchaser to the Developer after deduction of a sum equivalent to 10% (Ten Percent) thereof as and by way of pre-determined compensation/liquidated damages or service charges.

12.2 In case the Developer condones 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 hereinabove for the period of default on all amounts remaining unpaid and none the less in addition thereto it is expressly agreed and declared that the period stipulated in the Third Schedule hereunder written for construction of the said Flat/unit by the Developer shall stand automatically extended by such period of default by the Purchaser.

12.3 In case the Purchaser complies with and/or is ready and willing to comply with his obligations hereunder and the Developer fails to construct the said Unit within the period stipulated in the Third Schedule hereunder written then the Developer shall be allowed automatically an extension of 6 months and in case of failure on the part of the Developer to construct the said Unit even within such extended period then and only in such event:-

(i) if the Developer has been prevented from constructing the said Unit within the said period due to force majeure then the Purchaser shall be entitled to terminate the contract by serving a three months' notice in writing when and in which event, the Developer shall be liable on demand to refund the amount of consideration paid by the Purchaser to the Developer till then arising from the date of payment of the amount by the Purchaser to the Developer till the date of refund of the amount, and such amount shall be a charge on the said Unit until payment thereof, and

(ii) if the Developer has not so been prevented from constructing the said Unit within the said period due to force majeure then the Purchaser shall have the option either to claim interest @ 12% per annum from the Developer on the amount of consideration paid by the Purchaser to the Developer till then 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 to terminate the contract upon one month's notice in writing and claim refund of the amount of consideration paid by the Purchaser to the Developer till then.

13. **FORCE MAJEURE** : The following shall be included in the reasons beyond the Developer's control for giving possession of the said Flat/unit to the Purchaser :-

(a) storm, tempest, flood, earthquake and other Acts of God or Acts of Government, Statutory Body etc.

(b) strike, riot, mob, air raid, order of injunction or otherwise restraining development or construction at the said property by the Court of Law, Tribunal or Statutory Body, scarcity or no availability of building materials equipments or labourers, changes in laws for the time being in force resulting in stoppage of construction at the said property.

14. **RIGHTS OF DEVELOPER** : Notwithstanding anything elsewhere to the contrary herein contained, it is expressly agreed and understood by and between the parties hereto as follows :

(a) The Developer shall have the right to grant to any person the exclusive right to park car in or at the car parking spaces or otherwise use and enjoy for any other purposes, the side, front and back open spaces surrounding the building at the premises and also the covered spaces in the ground floor of the building (including car parking spaces but not the one expressly provided for to the Purchaser under this Agreement) or the residue portion of the roof in such manner as the Developer shall in its 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 Developer and the Purchaser shall accept the same notwithstanding there being minor variations therein for the sake of convenience.

(c) Save the said Flat/unit the Purchaser shall have no claim nor shall claim any right whatsoever or howsoever over and in respect of other flat/units and spaces or constructed areas or car/two wheeler parking spaces at the said premises or the building and the Developer 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 Developer in its 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 Developer exclusively.

15. **MISCELLANEOUS** : The Purchaser shall have no connection whatsoever with the purchaser of the other Flat/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 Developer for fulfillment of the Purchaser's obligations irrespective of whether the Developer can procure only a few of them and the Purchaser's obligations and the Developer's right shall in no way be affected or prejudiced thereby.

15.1 In case upon completion of construction of the said Flat/unit the super built-up area thereof varies then the amounts payable hereunder by the Purchaser to the Developer towards consideration money, deposits and/or otherwise (wherever such deposits and other amounts are payable on the basis of the super built-up area comprised in the said Flat/unit) shall also vary at the rates specified herein and otherwise proportionately.

15.2 The properties and rights hereby agreed to be sold to the Purchaser is and shall be one to and shall not be partitioned or dismembered in part or parts in any manner save with the consent of the Developer in writing. It is further agreed and clarified that any transfer of the said Flat/unit by the Purchaser shall not be in any manner inconsistent herewith and the covenants herein contained shall run with the land.

15.3 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 building as a whole and/or the said Flat/unit or on the transfer thereof, the same shall be borne and paid by the Purchaser partly or wholly as the case may be within 7 days of a demand being made by the Developer without raising any objection thereto. The Purchaser may however take inspection of the documents in support of such charges at the office of the Developer upon prior written notice.

15.4 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 Developer or its agents, servants or employees other than what is specifically set forth herein.

15.5 The complex shall bear the name "**S. D. AQUA VIEW**" unless changed by the Developer.

15.6 All item/s not specifically included in the clauses/Schedules hereinabove are excluded.

15.7 This Agreement is being signed in duplicate and each of them would be treated as the original. The Purchaser has the obligation to cause this Agreement to be stamped at his/her/its own cost and if he/she/it desires to have the same registered, the Vendors and the Developer will remain present for the purpose of presenting this Agreement for registration and the registration charges and other expenses and incidental thereto shall be paid borne and discharged by the Purchaser.

15.8 This Agreement supersedes all other agreements, arrangements, representations, understanding or brochure and in no event the Purchaser shall be entitled to set up any oral Agreement.

15.9 Nothing contained herein shall be treated or be regarded as a transaction involving allowing the possession of the said undivided proportionate share of the land or in the Unit to be taken or retained in part performance of contract of the nature referred to in Section 53A of the Transfer of Property Act, 1882 nor shall this Agreement be treated as an Agreement or arrangement of whatsoever nature whereby the Purchaser has acquired or shall be deemed to have acquired any right in or in respect of the Unit or the said construction at the said property, such rights shall accrue and arise only after the Purchaser has paid all the amounts agreed to be paid under this Agreement and has performed all the terms and conditions herein contained and on the part of the Purchaser to be observed and performed.

15.10 NOTWITHSTANDING anything elsewhere to the contrary herein contained it is expressly understood by and between the Parties hereto as follows:

- (a) The Developer shall have the right to grant to any person the exclusive right to park his car or scooter or any other vehicle in the open spaces of the complex (including car parking spaces but not the one expressly provided for to the Purchaser under this Agreement) in such manner as the Developer shall in its absolute discretion think fit and proper.
- (b) The proportionate share of the Purchaser in various matters referred to herein shall be such as be determined by the Developer and the Purchaser shall accept the same notwithstanding there being minor variations therein for the sake of convenience.

16. **ARBITRATION** : All disputes and differences by and between the parties hereto in any way relating to or connected with the said Flat/unit and/or this Agreement

and/or anything done in pursuance hereof shall be referred for arbitration to such person as be appointed by the Developer and the same shall to be adjudicated in accordance with the Arbitration and Conciliation Act, 1996 as modified from time to time. The Arbitrator shall have the right to proceed summarily and to make interim awards.

17. **JURISDICTION:** Only the Courts at Kolkata 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.

18. **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.

IT IS SPECIFICALLY NOTED HEREIN THAT THE DEVELOPER SHALL HAND OVER THE RESPECTIVE FLAT TO THE PURCHASER WITHIN MARCH, 2019 AND THE PURCHASER SHALL NOT BE ENTITLED TO CLAIM EARLY POSSESSION FOR THE SAME FROM THE DEVELOPER.

THE FIRST SCHEDULE ABOVE REFERRED TO:

(SAID PROPERTY)

ALL THAT the piece and parcel of land containing an area of 6 (six) Bigha 9 (nine) Cottahs 12 (twelve) Chittacks 27 (twenty seven) Sq. Ft. be the same or a little more or less lying and situated under Mouza – Sahara, J.L.No.46, R.S.No.3, Touzi No.146, comprised in R.S. Dag Nos.428, 429, 430, 431 (P), 432, 434 (P), 435, under R.S.Khatian Nos.47, 111, 126/75, 359, 393 & 501, L.R. Dag Nos. 733 & 734, L.R. Khatian Nos. 1697, 2157, 2031, 2237, 2727, 2725, 2724, 2726, presently Holding No.320, Jessore Road (South), Ward No.19, within the local limits of Madhyamgram Municipality, Police Station- Airport, District- North 24-Parganas, Kolkata-700 129 butted and bounded as follows :-

ON THE NORTH : By Sardarpara ;

ON THE SOUTH : By 30'-0" wide Service Road connected with New Jessore Road ;

ON THE EAST : By Motor Garrage ;

ON THE WEST : By Noai Canal.

THE SECOND SCHEDULE ABOVE REFERRED TO :
(THE SAID UNIT AND THE PROPERTIES APPURTENANT THERETO)

PART I

ALL THAT one Residential Unit No. _____ containing a super built up area of _____ (_____) Sq. Ft. on the **North-East** side of the _____ floor of the Tower/Building/Block No. _____ of the complex known as **S. D. AQUA VIEW**, now in course of construction and delineated in the **plan** annexed hereto duly bordered thereon in "**RED**" TOGETHER WITH the undivided proportionate variable share in the land underneath the said Tower attributable thereto TOGETHER WITH the undivided proportionate variable share in the common parts, portions, areas, facilities, and amenities of the said Tower.

PART II

ALL THAT the right to park one number of motor cars in the open/covered Car Parking Space on **Ground Floor** measuring a Super Built up Area of _____ Sq. ft. more or less of the tower/complex with Net Cement.

THE THIRD SCHEDULE ABOVE REFERRED TO :

PART I

(Common Parts and Portions)

1. The foundation, columns, shear walls, beams, support, corridors, lobbies, stairs, stairways, landings, entrances, exits and pathways.
2. Drains and sewers from the premises to the Municipal Duct.
3. Water sewerage and drainage connection pipes from the Units to drains and sewers common to the premises.
4. Toilets and bathrooms for use of durwans, drivers, maintenance staff of the premises.
5. The durwans & maintenance staff rest room with electrical wiring switches and points fittings and fixtures as allocated by the Developer.
6. Boundary walls including outer side of the walls of the new building complex and main gates.
7. Water pump and motor with installation and room therefore.
8. Bore well, Tube well water pump overhead tanks and underground water reservoirs, water pipes, water treatment unit , sewage treatment plant and other common plumbing installations and spaces required thereto.
9. D.G., transformer electrical wiring meters, common DB , electrical panels, fittings and fixtures for lighting the staircase lobby and other common areas , street , landscape area (excluding those as are installed for any particular Unit) and spaces required therefore.
10. Windows/doors/grills and other fittings of the common area of the property.
11. Generator its installations and its allied accessories and room.

12. Lifts and their accessories installations and spaces required therefore. Certain areas shall be earmarked as Excluded and Reserved areas and shall not be open for common use such as (I) part of the top roof of the Block not meant for common use including the roof of the overhead water tanks and lift machine rooms, the parapet walls of and all constructions on the top roof, (II) Open terraces on any floors of the Block (III) the Parking spaces of the Block (Save and except the parking space, roof, terraces specifically allotted to the Purchaser (IV) the elevation and the exterior of the Block (V) Gardens/Lawns (VI) Transformer, Effluent Treatment Plant etc., water treatment unit, D.G and (VII) Such other open and covered spaces which is hereinafter expressed or may from time to time be expressed or intended not to be a common portion and the rights thereto. The excluded and reserved areas shall never be claimed by the Purchaser to be a part of the Block's Common Portions and the Owner shall be entitled to all rights and interest in respect thereof.

PART II
SPECIFICATIONS

- BUILDING** : Designed on a RCC Frame structure with suitable foundation depending on soil conditions.
- BATHROOM** : Ceramic tiles flooring with wall dado of ceramic tiles up to 6 feet height from the floor with good quality CP fittings and white sanitary ware.
- DOORS** : Wooden Frames and flush Doors of ISI specifications and standard locks and fittings.
- ELECTRICALS** : Concealed insulated copper wiring with modular switches and MCBs. 1 Door bell point, Bedrooms to have 2 light points, 1 fan point and 1 nos. 5 amp plug point. Master bedroom to have 1 AC point. Living/Dinning to have 2 light points, 1 fan point and 2 nos. 5 amp. Plug points and one cable TV connection point, 1 telephone connection point, Kitchen to have 1 light point, 1 exhaust fan point, 1 No. 5 amp. Plug point and 1 no. 15 amp. Plug point. Toilet (1) to have 1 light point, 1 exhaust fan point and 1 No. 15 amp. Plug point. Toilet (2) to have 1 light point and 1 exhaust fan point. Verandah to have 1 light point. 1 No. 5 amp. Plug point.
- EXTERIOR**
- ELEVATION** : To be designed by the architect, finished with suitable exterior paint finish.
- FLOORING** : Vitrified tiles in internal common areas.
- GENERATOR** : A suitable standby generator shall be provided as standby for all common lighting and water pump.

- INTERIOR WALLS** : Brick walls with a plaster of paris finish over a cement plaster.
- KITCHEN** : Ceramic tiles flooring with green marble top, one sink and ceramic tiles wall cladding up to 2 feet over the green marble top.
- LIFTS** : Of reputed make.
- WINDOWS** : Aluminum sliding windows with glass.
- WATER SUPPLY** : Customary water supply from deep tube well.

PART III

Subject to the Purchaser observing and performing his/its/their obligations hereunder, the Unit shall be completed by the Developer within 36 months from the date of execution of Agreement with a grace period of six months and this period shall automatically stand extended by the period of delay or default subject however to force majeure.

THE FOURTH SCHEDULE ABOVE REFERRED TO : **(Common Expenses)**

1. Repairing rebuilding repainting improving or other treating as necessary and keeping the property and every exterior part thereof in good and substantial repairs order and condition and renewing and replacing all worn or damaged parts thereof.
2. Painting with quality paint as often as may (in the opinion of the Association) be necessary and in a proper and workmanlike manner all the wood metal stone and other work of the property and the external surfaces of all exterior doors of the respective Towers of the complex and decorating and colouring all such parts of the property as usually are or ought to be.
3. Keeping the gardens and grounds of the property generally in a neat and tide condition and tending and renewing all lawns flowers beds shrubs trees forming part thereof as necessary and maintaining repairing and where necessary reinstating any boundary wall hedge or fence.
4. Keeping the private road in good repair and clean and tidy and edged where necessary and clearing the private road when necessary.
5. Paying a fair proportion of the cost of clearing repairing instating any drains and sewers forming part of the property.
6. Paying such workers as may be necessary in connection with the upkeep of the complex.
7. Insuring any risks.
8. Cleaning as necessary the external walls and windows (not forming part of any Unit) in the property as may be necessary keeping cleaned the common parts and halls passages landing and stair cases and all other common parts of the complex.
9. Cleaning as necessary of the areas forming parts of the complex.

10. Operating maintaining and (if necessary) renewing the lighting apparatus from time to time for the maintenance of the complex and providing such additional lighting apparatus as the Developer may think fit.
11. Maintaining and operating the lifts.
12. Providing and arranging for the emptying receptacles for rubbish.
13. Paying all rates taxes duties charges assessments and outgoings whatsoever (whether central state or local) assessed charged or imposed upon or payable in respect of the various Towers of the complex or any part thereof excepting in so far as the same are the responsibility of the individual owners/ occupiers of any Unit/Unit.
14. Abating any nuisance and executing such works as may be necessary for complying with any notice served by a local authority in connection with the development or any part thereof so far as the same is not the liability of or attributable to the Unit of any individual lessee of any Unit.
15. Generally managing and administering the development and protecting the amenities in the new building and for that purpose employing and contractor and enforcing or attempting to enforce the observance of the covenants on the part of any occupants of any of the Units.
16. Employing qualified accountant for the purpose of auditing the accounts in respect of the maintenance expenses and certifying the total amount thereof for the period to which the account relates.
17. Complying with the requirements and directions of any competent authority and with the provisions of all statutes and all regulations orders and bye-laws made thereunder relating to the complex excepting those which are the responsibility of the owner/occupier of any Unit/Unit.
18. Insurance of fire fighting appliances and other equipments for common use and maintenance renewal and insurance of the common television aerials and such other equipment as the Developer may from time to time consider necessary for the carrying out of the acts and things mentioned in this Schedule.
19. Administering the management company staff and complying with all relevant statutes and regulations and orders thereunder and employing suitable persons or firm to deal with these matters.
20. The provision for maintenance and renewal of any other equipment and the provision of any other service which in the option of the Maintenance In charge it is reasonable to provide.
21. In such time to be fixed annually as shall be estimated by the Maintenance In charge (whose decision shall be final) to provide a reserve fund for items of expenditure referred to this schedule to be or expected to be incurred at any time.
22. The said reserve fund shall be kept in separate account and the interest thereon or income from the said fund shall be held by the Maintenance In charge for the

	connection charges.		
3.	Transformer, Generator, Elec. Etc.	-	Rs.80,000/- (Rupees Eighty Thousand only) payable on possession
4.	Legal charges (Agreement & Registration Charges)	-	i) Single Unit-Rs.15,000/- at the time of execution of this agreement and balance Rs. 15,000/- on the date of commencement of liability; ii) Duplex Unit-Rs.20,000/- at the time of execution of this agreement and balance Rs. 20,000/- on the date of commencement of liability;
5.	Interest free Maintenance Security Deposit.	-	Rs.2/- (Rupees Two only) per sq.ft. for 12 (twelve) months (Payable on possession)
6.	Municipal Taxes.	-	Rs.5/- (Rupees Five only) per sq.ft. for 12 (twelve) months of the super built up area comprised in the unit.
7.	Mutation Cost : All rates, taxes, fees and incidental costs for mutation as specified by the person appointed by the Developer till the date of obtaining completion certificate. (C.C)	-	As per actual applicable to the unit.
8.	Sinking fund :	-	Rs.50/- (Rupees Fifty only) per sq.ft. of the super built up area comprised in the unit.
9.	Stamp duty & Registration Charges.		As Applicable
10.	Association :	-	Rs.10,000/- (Rupees Ten Thousand only) per unit.
11.	Additional taxes, levis and outgoing :		As and when applicable

12.	Nomination fees (locking period 12 months) :	3% of paid amount applicable on each nomination.

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 said **VENDORS** in the presence of :-

1.

2.

SIGNATURE OF THE VENDORS

SIGNED SEALED AND DELIVERED

by the said **DEVELOPER** in the presence of :-

1.

2.

SIGNATURE OF THE DEVELOPER

SIGNED SEALED AND DELIVERED

by the said **PURCHASER** in the presence of :-

1.

2.

SIGNATURE OF THE PURCHASER

R E C E I V E D of and from the within-named
 Purchaser the withinmentioned sum of **Rs.**
 _____(Rupees _____)
 being the part consideration money as per Memo
 below:

MEMO OF CONSIDERATION

<u>CHEQUE NO.</u>	<u>DATE</u>	<u>BANK</u>	<u>AMOUNT (Rs.)</u>
--------------------------	--------------------	--------------------	----------------------------

(RUPEES _____ ONLY).

WITNESSES :

1.

2.

SIGNATURE OF THE DEVELOPER

Drafted by me : -

[Mr. Dilip Homchaudhury]
Advocate.
B.C.R. NO. WB-713/78