

MEMORANDUM OF AGREEMENT made this---- day of ----- TWO THOUSAND \_\_\_\_\_ B E T W E E N (1) **AJIT DAS** son of Surya Kumar Das, deceased by faith Hindu by occupation business and at present residing at Garia Main Road, (Tentultala), P. O. Garia, P. S. Sonarpur, District-24 Parganas (South) (2) **SMT. CHHANDA DAS** wife of Ajit Das by faith Hindu by occupation landholder and at present residing at Garia

Main Road, (Tentultala), P. O. Garia, P. S. Sonarpur, District-24 Parganas (South) (3) **AMIT KUMAR DAS** son of Ajit Das (4) **SMT. SUDESHNA DAS** wife of Amit Kumar Das both by faith Hindu by occupation business and at present residing at Garia Main Road, (Tentultala), P. O. Garia, P. S. Sonarpur, District-24 Parganas (South) (5) **MIHIR KANTI BHOWMICK** son of Late Naresh Ranjan Bhowmick by faith Hindu by occupation business and at present residing at "Lovkush Apartment" Block A, Flat 4F, Garia Main Road, Tentultala, P.O. & P.S. Garia, Kolkata – 84, (6) **BIPIN COMMERCIAL PVT. LTD.** a company incorporated under the Companies Act, 1956 and having its registered office at "LOVKUSH APARTMENT", Block-A, Garia Main Road, Kolkata- 700 084, P. S. Sonarpur being represented by its Director Smt. Sudeshna Das duly empowered and authorized on that behalf (7) **SWAPNIL VINTRADE PVT. LTD.** a company incorporated under the Companies Act, 1956 and having its registered office at RISHI APARTMENT, Ground Floor, Gaira Main Road, P. S. Sonarpur, Kolkata- 700 084 being represented by its Director Smt. Chhanda Das duly empowered and authorized on that behalf (8) **SATYEN VINCOM PVT. LTD.** a company incorporated under the Company Act, 1956 and having its registered office at No. 32, Ezra Street, North Block, 11<sup>th</sup> floor, Kolkata- 700 001, P. S. Hare Street, being represented by its director Amit Kumar Das duly empowered and authorized on that behalf (9) **GAJRUP DEALMARK PVT. LTD.** a company incorporated under the Company Act, 1956 and having its registered office at No. FD-13, 1598, Rajdanga Main Road, Kolkata – 700 107, being represented by its director Amit Das duly empowered and authorized on that behalf (10) **IRFAN ALAM** son of Azizul Haque, deceased (11) **SMT. MEHNAZ KHATOON** daughter of Azizul Haque, deceased by faith Muslim by occupation landholder residing at Block-1B, 1/4, Sector-III, Salt Lake City, Kolkata 700 106, P. S. South Salt Lake (12) **SMT. MEHRUNNISHA** (13) **SMT. ISHARAT NISHA** (14) **SMT. SUBKTARA KHATOON** (15) **ZAFRUN NISHA** all being daughters of Azizul Haque, deceased all by faith Muslim by occupation landholder and all citizens of India and at present residing at Village-Brahmpure, P. O. & District-Chapra, P. S. Bhagwan Bazar, Bihar (16) **SMT. PARVEEN KHATOON** wife of Imran Alam, (17) **SMT. NOOR ZAHIDA KHATOON** daughter of Irfan Alam (18) **NOOR TAHIRA KHATOON** daughter of Irfan Alam (19) **SMT. MUMTAJ KHATOON** wife of Irfan Alam (20) **IMRAN ALAM** son of Azizul Haque, deceased by occupation business, all nos. 16 to 20, by faith Muslim and residing at Block-1B, 1/4, Sector-III, Salt Lake City, Kolkata 700 106, P. S. South Salt Lake all citizens of India and all parties hereto being Nos. 10 to 20 are represented by their constituted attorney duly empowered and authorized on that behalf and hereinafter collectively referred to as the "**OWNERS**" (which expression shall unless excluded by or repugnant to the context be deemed to mean and include their respective heirs, legal representatives, successor and/or successors-in-interest and/or assigns as the case may be) of the FIRST PART AND **TODI CONSTRUCTIONS PRIVATE LIMITED**, a Company incorporated under the Companies Act 1956, having its office at Plot- FB-13, 1598, Rajdanga Main Road, Kolkata-700 107, hereinafter referred to as "**DEVELOPER**" (which expression shall unless excluded by or repugnant to the context be deemed to mean and include its successor

or successors-in-office and assigns) of the SECOND PART

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hereinafter referred to as the "**PURCHASER**" (which expression shall unless excluded by or repugnant to the context be deemed to mean and include his heirs, legal representatives, successors and/or assigns) of the THIRD PART :

W H E R E A S :

- A. By a Deed of Conveyance dated 22<sup>nd</sup> May, 2006 and made between Smt. Reba Ghosh Mondal therein described as the Vendor of the First Part and Ajit Das and Azizul Haque jointly therein described as the Purchasers of the Second Part and one Arun Kumar Ghosh alias Arun Ghosh therein described as the Confirming Party of the Third Part and registered in the office of ADSR Sonarpur District-24, Parganas (South) and recorded in Book No. I, being Deed No. 4302 for the year 2006 the said Smt. Reba Ghosh Mondal with the concurrence and confirmation of the Confirming Party namely Arun Ghosh sold, conveyed, transferred, assigned and assured unto and in favour of Ajit Das and Azizul Haque jointly and equally share of **ALL THAT** pieces and parcels of land hereditament and premises containing an area of 46 cottahs 10 chittacks and 23 sq. ft. be the same a little more or less situate and lying at Mouza-Barhans Fartabad, P. S. Sonarpur, District 24 Pargans (South) comprised in JL No. 47, Touzi No. 109 within Ward No. 27 of Rajpur Sonarpur Municipality and comprised in RS Dag Nos. 1054, 1058, 1052 (part), 1061 (part) and 1051 (part) appertaining to RS Khatian Nos. 338 & 475 for valuable consideration therein mentioned.
- B. By a Deed of Conveyance dated 29<sup>th</sup> July , 2005 and made between Kashinath Sardar & Ors. therein described as the Vendors of the First Part and Amit Das and Irfan Alam jointly therein described as the Purchasers of the Other Part and registered in the office of ADSR Sonarpur District-24, Parganas (South) and recorded in Book No. I, being Deed No. 6297 for the year 2005 the said Kashinath Sardar & Ors. for valuable consideration therein mentioned sold, conveyed, transferred, assigned and assured unto and in favour of Amit Das and Irfan Alam joint and absolute right and interest of and in **ALL THAT** land hereditament and premises containing an aggregate area of 23 cottahs 15 chittacks and 29 sq. ft. be the same a little more or less and cormprised in RS Dag No. 1050 measuring 12 cottahs 1 chittack approximately, RS Dag No. 1052 (Part) measuring 4 cottahs 10 chittaks and 22 sq. ft. approximately and RS Dag No. 1053 measuring 7 cottahs 4 chittakcs and 7 sq. ft. approximately appertaining to all R. S. Khatian No. 338 situate and lying at Mouza-Barhans Fartabad, P. S. Sonarpur, District 24 Pargans (South) comprised in JL No. 47, Touzi No. 109 within Ward No. 27 of Rajpur Sonarpur Municipality, for valuable consideration therein mentioned.
- C. By a Bengali Deed of Conveyance dated 26<sup>th</sup> April, 2005 and made between Joydeb Sardar, Ananta Sardar and Pradip Sardar therein collectively

referred to as the Vendors of the One Part and Ajit Das and Azizul Haque, since deceased therein jointly described as the Purchasers of the Other Part and registered in the office of the ADSR Sonarpur and recorded in Book No. I being Deed No. 6089 for the year 2005 the said Joydeb Sardar & Ors. for valuable consideration therein mentioned sold, conveyed, transferred, assigned and assured amongst other properties of **ALL THAT** piece and parcel of land containing an area of 1 cottahs 7 chittacks and 27 sq. ft. be the same a little more or less and comprised in RS Dag Nos. 1022, 1023 and 1026, appertaining to RS Khatian No. 81 and 83 within Mouza-Barhans Fartabad, J. L. No. 47 Ward No. 27 of Rajpur Sonarpur Municipality P. S. & ADSR Sonarpur, District-24 Parganas (South).

- D. By a Bengali Deed of Conveyance dated 26<sup>th</sup> April, 2005 and made between Joydeb Sardar, Ananta Sardar and Pradip Sardar therein collectively referred to as the Vendors of the One Part and Ajit Das and Azizul Haque, since deceased therein jointly described as the Purchasers of the Other Part and registered in the office of the ADSR Sonarpur and recorded in Book No. I being Deed No. 6090 for the year 2005 read with a Deed of Declaration dated 3<sup>rd</sup> May, 2010 and registered in the office of the ADSR Sonarpur, District-24 Parganas (South) and recorded in Book No. IV being Deed No. 851 for the year 2010 the said Joydeb Sardar & Ors. for valuable consideration therein mentioned sold, conveyed, transferred, assigned and assured amongst other properties of **ALL THAT** piece and parcel of land containing an area of 14 Satak equivalent to 8 cottahs 7 chittacks and 23 sq. ft. and comprised in RS Dag No. 1059, appertaining to RS Khatian No. 209 within Mouza-Barhans Fartabad, J. L. No. 47 Ward No. 27 of Rajpur Sonarpur Municipality P. S. & ADSR Sonarpur, District-24 Parganas (South).
- E. By a Bengali Deed of Conveyance dated 26<sup>th</sup> April, 2005 and made between Ajit Das and Azizul Haque, since deceased therein jointly described as the Purchasers of the First Part and Joydeb Sardar, Ananta Sardar therein described as the Vendors of the Second Part and Pradip Sardar therein described as the Confirming Party of the Third Part and registered in the office of the ADSR Sonarpur and recorded in Book No. I being Deed No. 6091 for the year 2005 the said Joydeb Sardar & Anr. with the confirmation of Pradip Sardar for valuable consideration therein mentioned sold, conveyed, transferred, assigned and assured amongst other properties of **ALL THAT** piece and parcel of land containing an area of 1 cottahs 5 chittacks and 23 sq. ft. out of which Joydeb Sardar conveyed 11 chittacks 42 sq. ft. and Ananta Sardar conveyed and transferred 9 chittacks 36 sq. ft. of land and comprised in RS Dag No. 1025, appertaining to RS Khatian No. 81 within Mouza-Barhans Fartabad, J. L. No. 47 Ward No. 27 of Rajpur Sonarpur Municipality P. S. & ADSR Sonarpur, District-24 Parganas (South).
- F. By a Bengali Deed of Conveyance dated 26<sup>th</sup> April, 2005 and made between Joydeb Sardar, Ananta Sardar and Pradip Sardar therein collectively referred to as the Vendors and Ajit Das and Azizul Haque, since deceased therein jointly described as the Purchasers and registered in the office of the ADSR Sonarpur and recorded in Book No. I being Deed No. 6092 for the year 2005 read with a Deed of Declaration dated 9<sup>th</sup> April, 2010 and registered in the office of the ADSR Sonarpur, District-24 Parganas (South) and recorded in Book No. I being Deed No. 853 for the year 2010 the said

Joydeb Sardar & Ors. for valuable consideration therein mentioned sold, conveyed, transferred, assigned and assured amongst other properties of **ALL THAT** piece and parcel of land containing an area of 28<sup>1/2</sup> satak equivalent to 17 cottahs 4 chittacks be the same a little more or less and comprised in RS Dag No. 1057, appertaining to RS Khatian No. 80, Holding No. 3584, Ward No. 29 of Rajpur Sonarpur Municipality P. S. & ADSR Sonarpur, District-24 Parganas (South) whereby and whereunder the said Ajit Das and Azizul Haque, since deceased jointly acquired the said land each of them having an undivided half part or share therein.

- G. By a Bengali Deed of Conveyance dated 26<sup>th</sup> April, 2005 and made between Pradip Sardar therein referred to as the Vendor of the One Part and Ajit Das and Azizul Haque, since deceased therein jointly described as the Purchasers of the Other Part and registered in the office of the ADSR Sonarpur and recorded in Book No. I being Deed No. 6093 for the year 2005 and read with Deed of Declaration dated 3<sup>rd</sup> May, 2010 and registered in the office of the ADSR Sonarpur, District-24 Parganas (South) and recorded in Book No. IV being Deed No. 854 for the year 2010 the said Pradip Sardar for valuable consideration therein mentioned sold, conveyed, transferred, assigned and assured amongst other properties of **ALL THAT** piece and parcel of land containing an area of 4 cottahs 4 chittacks and 27 sq. ft. be the same a little more or less and comprised in RS Dag No. 1025, appertaining to RS Khatian No. 81 within Mouza-Barhans Fartabad, J. L. No. 47 Ward No. 27 of Rajpur Sonarpur Municipality P. S. & ADSR Sonarpur, District-24 Parganas (South).
- H. By a Bengali Deed of Conveyance dated 26<sup>th</sup> April, 2005 and made between Pradip Sardar therein referred to as the Vendor of the One Part and Ajit Das and Azizul Haque, since deceased therein jointly described as the Purchasers of the Other Part and registered in the office of the ADSR Sonarpur and recorded in Book No. I being Deed No. 6187 for the year 2005 the said Pradip Sardar for valuable consideration therein mentioned sold, conveyed, transferred, assigned and assured amongst other properties of **ALL THAT** piece and parcel of land containing an area of 7 chittacks be the same a little more or less and comprised in RS Dag No. 1023, appertaining to RS Khatian No. 81 within Mouza-Barhans Fartabad, J. L. No. 47 Ward No. 27 of Rajpur Sonarpur Municipality P. S. & ADSR Sonarpur, District-24 Parganas (South).
- I. Thus the Ajit Das, Azizul Haque, since deceased, Amit Das and Irfan Alam jointly became entitled to as the full and absolute joint Owners of ALL THAT land hereditament and premises containing by estimation an aggregate area of 103 cottahs 14 chittacks 17 sq.ft. be the same a little more or less and comprised in R.S. Dag Nos. 1050, 1052, 1053, 1025, 1057(P), 1059, 1023, 1022, 1026, 1054, 1051(P), 1061(P), and 1058 appertaining to RS Khatian Nos. 338, 475, and 81 within Mouza-Barhans Fartabad, J. L. No. 47 Ward No. 27(presently Ward No. 29) of Rajpur Sonarpur Municipality P. S. & ADSR Sonarpur, District-24 Parganas (South) more fully and particularly described and mentioned in the FIRST SCHEDULE hereunder written.
- J. On the intestate demise of Azizul Haque his undivided half share which he acquired in **ALL THAT** pieces and parcels of land aggregating 79 cottahs

14 chittacks 33 sq.ft. comprised in RS Dag Nos. 1054, 1058, 1052(p), 1061(p), 1051(p), 1025, 1057(p), 1059, 1023,1022 and 1026 appertaining to RS Khatian No. 81, 338 and 475 devolved unto his legal heirs and representatives namely Smt. AJBUN NISHA (wife) IRFAN AALM, IMRAN ALAM (sons), SMT. MEHNAZ KHATOON, SMT. MEHRUNNISHA KHATOON, SMT. ISHARAT NISHA KHATOON, SMT. SUBKTARA KHATOON, ZAFRUN NISHA KHATOON (daughters) jointly whereby and whereunder the sons have acquired 1/5<sup>th</sup> part or share each and the wife and the daughters have acquired 1/10<sup>th</sup> part or share each of and in the undivided half of the property left behind by the said Azizul Haque, deceased.

- K. The said Ajbun Nisha the widow of Azizul haque, deceased died intestate some time in or about 7<sup>th</sup> December, 2010 whereupon her undivided 1/10<sup>th</sup> part or share devolved unto her sons and daughters name in the preceding paragraph above whereby and whereunder her two sons have acquired an undivided 2/9<sup>th</sup> part or share each and the daughter have acquired an undivided 1/9<sup>th</sup> part or share each in the property and/or in the undivided interest left by their mother.
- L. Thus the said IRFAN AALM, IMRAN ALAM, SMT. MEHNAZ KHATOON, SMT. MEHRUNNISHA KHATOON, SMT. ISHARAT NISHA KHATOON, SMT. SUBKTARA KHATOON, ZFRUN NISHA KHATOON, SMT. PARVEEN KHATOON, SMT. NOOR ZAHIDA KHATOON jointly became seized and possessed of or otherwise well and sufficiently entitled to the undivided half share of the said Azizul Haque, deceased of and in the land hereditament and premises containing an area of 79 cottahs 14 chittacks and 33 sq. ft. more or less in Mouza-Barhans Fartabada, P. S. & ADSR Sonarpur, District-24 Parganas (South) and comprised in RS Dag Nos. 1054, 1058, 1052(p), 1061(p), 1051(p), 1025, 1057(p), 1059, 1023, 1022 and 1026 appertaining to RS Khatian No. 81, 338 and 475 hereinafter for the sake of brevity referred to as the undivided half share of Azizul Haque, deceased.
- M. By a deed of gift dated 27<sup>th</sup> December, 2011 and registered in the office of ADSR Sonarpur, District-24 Parganas (South) and recorded in Book No. I being Deed No. 14103 for the year 2011 and made between Ajit Das therein described as the Donor of the One Part and Smt. Chhanda Das therein described as the Donee of the Other Part the said Ajit Das for diverse good causes and considerations thereunto moving and out of his natural love and affection which he bear for his wife grant, transfer, assign and assure by way of gift his undivided half share of and in the land hereditament and premises comprised in part of RS Dag No. 1052 (part) appertaining to RS Khatian No. 338 containing an area of 3 cottahs 4 chittacks and his undivided half share of land comprised in RS Dag No. 1054 appertaining to RS Khatian No. 338 containing an area of 7 cottahs 13 chittacks and 38 sq. ft. more or less aggregating 11 cottahs 1 chittak and 38 sq. ft. in the said two contiguous of land situate within Mouza-Barhans Fartabad P. S. & ADSR Sonarpur, Ward No. 27 of Rajpur Sonarpur Municipality, District- 24 Parganas (South).
- N. By a deed of gift dated 27<sup>th</sup> December, 2011 and registered in the office of ADSR Sonarpur, District-24 Parganas (South) and recorded in Book No. I being Deed No. 14102 for the year 2011 and made between Irfan Alam &

Ors. therein described as the Donor of the One Part and Smt. Noor Zahida Khatoon therein described as the Donee of the Other Part the said Irfan Alam & Ors. out of their natural love and affection and for diverse good causes and considerations thereunto moving grant, transfer, assign and assure by way of gift their undivided 1/4<sup>th</sup> part or share or interest out of the said undivided share of Azizul Haque, deceased of and in the land hereditament and premises comprised in part of RS Dag No. 1052 (part) appertaining to RS Khatian No. 338 containing an area of 1 cottahs 10 chittacks more or less and comprised in RS Dag No. 1054 appertaining to RS Khatian No. 338 containing an area of 3 cottahs 14 chittacks and 41 sq. ft. more or less aggregating 5 cottahs 8 chittak and 41 sq. ft. in the said two contiguous of land situate within Mouza-Barhans Fartabad P. S. & ADSR Sonarpur, Ward No. 27 of Rajpur Sonarpur Municipality, District- 24 Parganas (South) out of the said undivided half share of the Azizul Haque of and in the said Dag Nos.

- O. By a deed of gift dated 27<sup>th</sup> December, 2011 and registered in the office of ADSR Sonarpur, District-24 Parganas (South) and recorded in Book No. I being Deed No. 14104 for the year 2011 and made between Irfan Alam & Ors. therein described as the Donor of the One Part and Smt. Parveen Khatoon therein described as the Donee of the Other Part the said Irfan Alam & Ors. out of their natural love and affection and for diverse good causes and considerations thereunto moving granted, transferred, assigned and assured by way of gift their undivided 1/4<sup>th</sup> part or share or interest out of the said undivided share of Azizul Haque, deceased of and in the land hereditament and premises comprised in part of RS Dag No. 1052 (part) appertaining to RS Khatian No. 338 containing an area of 1 cottahs 10 chittacks more or less and comprised in RS Dag No. 1054 appertaining to RS Khatian No. 338 containing an area of 3 cottahs 14 chittacks and 41 sq. ft. more or less aggregating 5 cottahs 8 chittak and 41 sq. ft. in the said two contiguous of land situate within Mouza-Barhans Fartabad P. S. & ADSR Sonarpur, Ward No. 27 of Rajpur Sonarpur Municipality, District- 24 Parganas (South) out of the said undivided half share of the Azizul Haque of and in the said Dag Nos.
- P. By a deed of gift dated 27<sup>th</sup> December, 2011 and registered in the office of ADSR Sonarpur, District-24 Parganas (South) and recorded in Book No. I being Deed No. 14101 for the year 2011 and made between Amit Kumar Das therein described as the Donor of the One Part and Smt. Sudeshna Das therein described as the Donee of the Other Part the said Amit Kumar Das for diverse good causes and considerations thereunto moving and out of his natural love and affection which he bear for his wife granted, transferred, assigned and assured by way of gift his undivided half share of **ALL THAT** piece and parcel of Land measuring 2 cottahs 5 chittakcs and 11 sq. ft. approximately and comprised in RS Dag No. 1052 (part) appertaining to R S Khatian No. 338 and measuring 3 cottahs 10 chittaks and 4 sq. ft. approximately in RS Dag No. 1053 appertaining to RS Khatian No. 338 aggregating 5 cottahs 15 chittaks and 15 sq. ft. in the said two contiguous of land situate within Mouza-Barhans Fartabad P. S. & ADSR Sonarpur, Ward No. 27 of Rajpur Sonarpur Municipality, District- 24 Parganas (South) out of his undivided half share in the said Dag Nos.

- Q. By a deed of gift dated 27<sup>th</sup> December, 2011 and registered in the office of ADSR Sonarpur, District-24 Parganas (South) and recorded in Book No. I being Deed No. 14105 for the year 2011 and made between Irfan Alam therein described as the Donor of the One Part and Smt. Mumtaz Khatoon therein described as the Donee of the Other Part the said Irfan Alam for diverse good causes and considerations thereunto moving and out of his natural love and affection which he bear for his wife granted, transferred, assigned and assured by way of gift his undivided half share of **ALL THAT** piece and parcel of Danga Land measuring 2 cottahs 5 chittakcs and 11 sq. ft. approximately and comprised in RS Dag No. 1052 (part) appertaining to R S Khatian No. 338 and measuring 3 cottahs 10 chittaks and 4 sq. ft. approximately in RS Dag No. 1053 appertaining to RS Khatian No. 338 aggregating 5 cottahs 15 chittaks and 15 sq. ft. in the said two contiguous of land situate within Mouza-Barhans Fartabad P. S. & ADSR Sonarpur, Ward No. 27 of Rajpur Sonarpur Municipality, District- 24 Parganas (South) out of his undivided half share in the said Dag Nos.
- R. By a deed of gift dated 27<sup>th</sup> January, 2012 and registered in the office of ADSR Sonarpur, District-24 Parganas (South) and recorded in Book No. I being Deed No. 460 for the year 2012 and made between Smt. Chhanda Das therein described as the Donor of the One Part and Mrinal Kanti Bhowmik therein described as the Donee of the Other Part the said Smt. Chhanda Das for diverse good causes and considerations thereunto moving and out of his natural love and affection and for diverse good, causes and consideration thereunto moving granted, transferred, assigned and assured by way of gift **ALL THAT** undivided and undemarcated piece and parcel of Land measuring an area of 1 cottah 10 chitacks be the same a little more or less and comprised in RS Dag No. 1052 appertaining to R S Khatian No. - 338 and Land measuring an area of 3 cottah 14 chitacks 41 sq.ft. be the same a little more or less and comprised in RS Dag No. 1054 appertaining to R S Khatian No. – 338 aggregating to 5 cottahs 8 chitacks 41 sq.ft. be the same a little more or less, and situate within Mouza-Barhans Fartabad P. S. & ADSR Sonarpur, Ward No. 27 of Rajpur Sonarpur Municipality, District- 24 Parganas (South).
- S. By a deed of gift dated 7<sup>th</sup> June, 2012 and registered in the office of ADSR Sonarpur, District-24 Parganas (South) and recorded in Book No. I being Deed No. 7529 for the year 2012 and made between Irfan Alam. therein described as the Donor of the One Part and Smt. Noor Tahira Khatoon therein described as the Donee of the Other Part the said Irfan Alam out of his natural love and affection and for diverse good causes and considerations thereunto moving grant, transfer, assign and assure by way of gift **ALL THAT** undivided and undemarcated piece and parcel of land containing by estimation an area of 6 cottahs more or less comprised in part of RS Dag No. 1050 appertaining to RS Khatian No. 338 situate within Mouza-Barhans Fartabad P. S. & ADSR Sonarpur, Ward No. 27 of Rajpur Sonarpur Municipality, District- 24 Parganas (South) out of his undivided half share of and in the said dag nos.
- T. By a deed conveyance dated 6<sup>th</sup> June, 2012 and made between Ajit Das therein described as the Vendor of the One Part and Bipin Commercial Pvt. Ltd. therein described as the purchaser of the Other Part and registered in



the office of the ADSR Sonarpur and recorded in Book No. I, being Deed No. 7533 for the year 2012 the said Ajit Das for valuable consideration therein mentioned sold, conveyed, transferred, assigned and assured unto and in favour of the said Bipin Commercial Pvt. Ltd. **ALL THAT** divided and undemarcated part of premises comprised in RS Dag No. 1057 appertaining to RS Khatian No. 80 Holding No. 3584 within Ward No. 29 of Rajpur Sonarpur Municipality P. S. & ADSR Sonarpur, District 24 Parganas (South) containing by estimation an area of 5 cottahs 13 chittacks more or less out of the undivided half share or interest of the said Ajit Das.

- U. By a deed conveyance dated 6<sup>th</sup> June, 2012 and made between Ajit Das therein described as the Vendor of the One Part and Satyen Vincom Pvt. Ltd. therein described as the purchaser of the Other Part and registered in the office of the ADSR Sonarpur and recorded in Book No. I, being Deed No. 7530 for the year 2012 the said Ajit Das for valuable consideration therein mentioned sold, conveyed, transferred, assigned and assured unto and in favour of the said Satyen Vincom Pvt. Ltd. **ALL THAT** divided and undemarcated part of premises comprised in RS Dag No. 1057 appertaining to RS Khatian No. 80 Holding No. 3584 within Ward No. 29 of Rajpur Sonarpur Municipality P. S. & ADSR Sonarpur, District 24 Parganas (South) containing by estimation an area of 2 cottahs 13 chittacks more or less and **ALL THAT** divided and undemarcated part of premises comprised in RS Dag No. 1059, appertaining to RS Khatian No. 80 Holding No. 3584 within Ward No. 29 of Rajpur Sonarpur Municipality P. S. & ADSR Sonarpur, District 24 Parganas (South) containing by estimation an area of 3 cottahs more or less out of the undivided half share or interest of the said Ajit Das.
- V. By a deed conveyance dated 6<sup>th</sup> June, 2012 and made between Ajit Das therein described as the Vendor of the One Part and Swapnil Vintrade Pvt. Ltd. therein described as the purchaser of the Other Part and registered in the office of the ADSR Sonarpur and recorded in Book No. I, being Deed No. 7531 for the year 2012 the said Ajit Das for valuable consideration therein mentioned sold, conveyed, transferred, assigned and assured unto and in favour of the said Swapnil Vinted Pvt. Ltd. **ALL THAT** undivided and undemarcated part of premises comprised in RS Dag No. 1058 (part) appertaining to RS Khatian No. 338 Holding No. 3584 within Ward No. 29 of Rajpur Sonarpur Municipality P. S. & ADSR Sonarpur, District 24 Parganas (South) containing by estimation an area of 3 cottahs 14 chittacks and 42 sq. ft. more or less and **ALL THAT** divided and undemarcated part of premises comprised in RS Dag No. 1061 (part), appertaining to RS Khatian No. 475 Holding No. 3584 within Ward No. 29 of Rajpur Sonarpur Municipality P. S. & ADSR Sonarpur, District 24 Parganas (South) containing by estimation an area of 1 cottah 14 chittacks and 3 sq. ft. more or less out of the undivided share or interest of the said Ajit Das.
- W. By a deed conveyance dated 12<sup>th</sup> October, 2012 and made between Ajit Das therein described as the Vendor of the One Part and Gajrup Dealmark Pvt. Ltd. therein described as the purchaser of the Other Part and registered in the office of the ADSR Sonarpur and recorded in Book No. I, being Deed No. 12777 for the year 2012 the said Ajit Das for valuable consideration therein mentioned sold, conveyed, transferred, assigned and assured unto and in favour of the said Gajrup Dealmark Pvt. Ltd. **ALL**

**THAT** divided and undemarcated part of premises comprised in RS Dag No. 1051 (part) appertaining to RS Khatian No. 338 Holding No. 2726 within Ward No. 29 of Rajpur Sonarpur Municipality P. S. & ADSR Sonarpur, District 24 Parganas (South) containing by estimation an area of 5 cottahs 2 chitacks 22 sq.ft. within Rajpur Sonarpur Municipality.

- X. Thus the Owners have become jointly seized and possessed of or otherwise well and sufficiently entitled as the full and absolute joint Owners thereof ALL THAT piece and parcel of aggregated land containing by estimation an area of 103 cottahs 14 chittacks 17 sq.ft. be the same a little more or less together with the buildings and/or structures standing thereon and/or on part thereof and comprised in R.S. Dag Nos. 1050, 1052, 1053, 1025, 1057(P), 1059, 1023, 1022, 1026, 1054, 1051(P), 1061(P), and 1058 appertaining to RS Khatian Nos. 338, 475, 81, 209, 80 and 83 within Mouza-Barhans Fartabad, J. L. No. 47 Ward No. 29 of Rajpur Sonarpur Municipality P. S. & ADSR Sonarpur, District-24 Parganas (South) more fully and particularly described and mentioned in Part-I FIRST SCHEDULE hereunder written and hereinafter for the sake of brevity referred to as the SAID PREMISES,
- Y. After purchasing or acquiring the SAID PREMISES, the Owners have duly applied to the Office of the concerned B. L. & L. R. O. and get his/her/their name mutated in the records maintained in the Office of the said B. L. & L. R. O. in respect of the SAID PREMISES and have been duly and punctually paying and discharging of rates, taxes and other outgoings concerning or relating to the SAID PREMISES and has been holding and possessing the SAID PREMISES without any interruption, obstruction or demur as the full and absolute joint Owners thereof.
- Z. By an agreement dated 17<sup>th</sup> October, 2012 made between the Owners and the Developer herein they jointly formulated a scheme for development of the said premises on joint venture and for commercial exploitation thereof in mutual interest on the terms, conditions and stipulations contained therein and hereinafter for the sake of brevity referred to as the Development Agreement.
- AA. Under the said development agreement the Developer is vested with the obligation to take all necessary steps for preparation and sanction of the building plan and thereafter commence construction and/or erection of building or buildings upon demolition of the existing buildings and structures standing thereon and/or on part thereof and in terms whereof the Developer has caused a building plan to be prepared and sanctioned by the Rajpur-Sonarpur Municipality being building sanction permit No. 1455/CB/29/43 dated 21.11.2014 issued in the name of the Owners.
- BB. The Developer thereafter has in due compliance with its obligation under the said Development Agreement commenced construction of the building or buildings comprising of several self contained flats and/or units for sale and commercial exploitation.
- CC. Under the said development agreement the Owners are entitled to 44% of the total built up area including 44% of the total car parking spaces (both

open and covered) and equivalent undivided share in common areas, facilities, ultimate roof as also the land comprised in the said development scheme and the remaining 56% of the total built up area including 56% of the total car parking spaces (both open and covered) and equivalent proportionate share in common areas, facilities and ultimate roof including the land comprised in the said premises shall belong to the Developer.

- DD. It is further provided in the said development agreement that the Owners and/or the Developer as the case may be upon fulfillment of the terms, conditions and stipulations particularly contained in the said development agreement shall be entitled to deal with their respective proportionate allocable areas unto and in favour of the intending Purchasers and shall also be entitled to receive consideration on account thereof with power to grant, discharge of the same in favour of the Purchasers and/or Transferee as the case may be subject to the corresponding obligation of the Owners and/or the Developer as the case may be to join such agreement and/or deed in concurrence and confirmation of such transfer and/or sell.
- EE. On being fully satisfied as to the right vested in the Developer in the development of the said premises including the right to deal with their allocation of the built up areas Together With the proportionate share of the common rights facilities and amenities appurtenant thereto Together Also With the undivided proportionate share or interest in the land on which the said premises comprising of the said Flats/Units are erected and built and attributable to the built up areas contained in the said Flats/Units the Purchaser hath offered to purchase and acquire and the Developer upon due consideration thereof in concurrence with the Owners hath agreed to sell and transfer unto the Purchaser ALL THAT Flat/Unit No. ----- on the ---- - floor of Building/Block No. ---- containing by estimation a super built up area of ----- sq. ft. be the same a little more or less Together With the open / covered car parking space in the said premises and earmarked for the said Flat/Unit out of the Developer's allocation more fully and particularly described and mentioned in the SECOND SCHEDULE hereunder written (hereinafter referred to as the "SAID FLAT") TOGETHER ALSO WITH the undivided proportionate share or interest in the land on which the said premises comprising of the said flat is erected or built and attributable to the floor area of the said Flat/Unit more fully and particularly described and mentioned in Part-I FIRST SCHEDULE hereunder written AND TOGETHER ALSO WITH the undivided proportionate share in the common areas, portions, facilities and amenities appurtenant thereto more fully and particularly described and mentioned in **FIFTH SCHEDULE** hereunder written at or for the total consideration of Rs. -----/- only to be paid by the Purchaser in the manner hereunder provided.

#### ARTICLE-I : AGREEMENT

1. IN THIS AGREEMENT UNLESS IT IS REPUGNANT TO OR INCONSISTENT WITH, FOLLOWING EXPRESSIONS SHALL HAVE THE MEANING ASSIGNED TO EACH OF THEM SEPARATELY :-

- 1.1. ARCHITECT- shall mean SANYALSON ASSOCIATE CONSULTANT (P) LTD. Kolkata or such other person or firm who may be appointed as Architect of the building by the Developer.
- 1.2. PREMISES – shall mean ALL THAT piece or parcel of land heriditament and premises situate lying at Mouza-Barhans Fartabad, P. S. and Sub-Registry Office-Sonarpur, District-24-Parganas, J. L. No. 47, Ward No. 29 (earlier ward no. 27) within Rajpur-Sonarpur Municipality containing by estimation an area of 103 Cottahs 14 Chittacks 27 Sq. ft. be the same a little more or less and comprised in RS Dag Nos. 1050,1052, 1053, 1025, 1057(P), 1059, 1023, 1022, 1026, 1054, 1051(P), 1061(P), and 1058 appertaining to RS Khatian Nos. 338, 475 81, 209, 80 and 83 Together with building or structures standing thereon or on part thereof more fully and particularly described in the FIRST SCHEDULE hereunder written.
- 1.3. MAP OR PLAN- shall mean the plans designs drawings and specifications of the building and already sanctioned by the Rajpur-Sonarpur Municipal Authorities being Permit 1455/CB/29/43 dated 21.11.2014 with such alternations or modifications as may be made by the Developer with the written approval of the Owners from to time.
- 1.4. SPECIFICATIONS- shall mean the specifications and materials to be used in the construction of the building and/or flats and/or constructed and/or open portions on the said premises.
- 1.5. COMMON PARTS, PORTIONS, AREAS AND INSTALLATION- shall mean and include the entrances, Lobbies, staircases, lifts, lift-shafts, stair-lobbies, drive-ways (excepting those reserved for open car parking spaces), gardens, sub-station, pump rooms, machine rooms, water tank, ultimate roof and other facilities and amenities whatsoever, passages, construction and installation comprised in and required for maintenance and enjoyment of the building and/or spaces at the said premises more fully and particularly mentioned in the **FIFTH SCHEDULE** hereunder written and expressly or intended by the Owners and the Developer for common use and enjoyment of the Purchaser of different portions of the said buildings but shall not include the car parking spaces in the ground floor of the said premises and such other open and covered spaces which the developer may use or permit to be used for other purposes and the developer shall have the absolute right to deal with the same to which the purchaser hereby confirms and consents.
- 1.6. COMMON EXPENSES- shall mean and include all expenses and charges to be incurred by the co-owners including deposits for maintenance, management and up-keep of the new buildings and common areas and installation and rendering common services as are mentioned in the FOURTH SCHEDULE hereunder written.
- 1.7. CO-OWNERS- shall according to its context mean all persons who have agreed to purchase or acquire own flats/units/constructed spaces/car parking spaces in the new buildings.

- 1.8. BUILDING- shall mean the new building or buildings constructed on the said premises.
- 1.9. UNDIVIDED SHARE- shall mean all that the undivided variable impartible proportionate share in the land comprised in the said premises attributable to and allocable to the said Flat.
- 1.10. FLAT- shall mean the Flat agreed to be purchased along with the proportionate share in the common areas or parts and common facilities, with/without car parking space in the ground floor of the newly constructed premises more fully and particularly described in the SECOND SCHEDULE hereunder written.
- 1.11. SHARE OF EXPENSES- wherever any expenses or costs are mentioned to be borne or paid proportionately by the purchaser then the amount payable by the purchaser shall unless otherwise specified be in proportion to the areas of the respective purchasers' respective flats which will also include the proportionate area of the total common areas for the time being constructed and completed in the building.
- 1.12. SUPER BUILT UP AREA- has been calculated from built up area of the said Flat as certified by the Architects which is 25% less than the super built up area.
- 1.13. TRANSFER- with its grammatical variation shall include a transfer by possession and by any other means adopted for effecting what is understood as a transfer for flat in a multi-storied building to the purchaser.
- 1.14. THE SAID FLAT- shall mean and include ALL THAT Flat/Unit No ---- on the --- floor of Building/Block No. ----- of and in **SUNNY CREST** the building complex and containing a super built up area of ----- sq. ft. be the same a little more or less including the open / covered car parking space if and when earmarked for the said Flat/Unit and situate in the building complex in the Developer's Allocation more fully and particularly described and mentioned in the SECOND SCHEDULE hereunder written TOGETHER WITH the undivided proportionate share or interest in the land underneath the said premises on which the building comprising of the said Flat/Unit is erected and build and attributable to the built up area contained in the said Flat/Unit.
- 1.15. ASSOCIATION- shall mean the Association/ Syndicate/Committee or Society that may be formed and registered by the Owners/Occupiers of Flats/Units for the common purposes as may be deemed proper and necessary by the Developer.
- 1.16. FORCE MAJEURE- shall mean and include war, civil commotion, riots, floods, restriction by State, non availability of materials, legal, interference or any other cause or reason beyond the scope, authority and/or control by the Owner and/or Developer.
- 1.17. DEEMED POSSESSION- shall mean and include expiration of the period of notice by the Developer to the purchaser calling upon him/them to take

actual physical possession of the flat/unit notwithstanding such possession being taken by the Purchaser.

1.18. SINGULAR- shall include Plural and vice-versa.

2. ARTICLE –II:REPRESENTATION :

2.1. The Owners have represented and assured that the premises is free from all encumbrances. charges, liens, lispens , attachment, acquisition, requisition, trust of whatsoever nature.

2.2. The Developer has represented and assured that the building has been constructed in due compliance with the building sanction plan issued by Rajpur-Sonarpur and all the specifications have been observed to the best possible manner.

2.3. The Developer has represented and assured that the construction has been effected with the good quality materials and is covered by warranties of the suppliers and/or manufacturers as the case may be.

2.4. The Owners and the Developer further declare that *save* the agreement for sale entered into and/or is likely to be entered into with the buyers in respect of the parts and portion of the building and/or blocks, there exists no other impediment and encumbrances whatsoever.

3. ARTICLE - III : INTERPRETATION :

3.1. Unless there is something in the subject or context inconsistent with-

- i) Where two or more persons are included in the expression "PURCHASER" the covenants contained in this agreement, which are expressly to be made by the purchaser shall be deemed to be made by such persons jointly and severally.
- ii) Words imparting persons shall include firms, companies and corporations and vice versa.
- iii) Any covenant by the Purchaser not to do any act or thing shall include an obligation not to permit such acts or thing to be done and may covenant by the Purchaser to do or carry out some act or thing shall be deemed to have been satisfied if the Purchaser shall have procured that act or thing to be done or carried out.
- iv) Any reference to any agreement, contract, deed or document shall be construed as including any amendment, variation, alteration or modification to it any innovation of it and thing supplemental to it.
- v) Any reference to statute shall include any statutory extension or modification or enactment of such statute any rules, regulations or orders made thereunder.
- vii) Heading shall be ignored or the purpose of interpretation.
- viii) Singular number shall include plural and vice versa.
- ix) Masculine gender shall include feminine and neuter genders and vice versa.

4. ARTICLE : COMMENCEMENT TITLE :

- 4.1. This agreement shall be deemed to have commenced on and with effect from the ----- day of -----, 20----.
- 4.2. At or before the execution of this agreement the Purchasers hath fully satisfied himself or herself or itself about the right and interest of the Developer in respect of the said Flat and the said premises, the contents of the said sanctioned plan, the contents and purport of the said Development Agreement and modification thereto and also the total super built up area to comprise in the said flat and the common facilities and amenities attached thereto, including the absolute title of the Owners in respect of the said premises and hath agreed not to raise any objection or dispute whatsoever or howsoever or cause any requisition of the title in respect thereof.
- 4.3. The Purchaser has inspected the title of the Owners and the rights of the Developer in respect of the premises and agrees and covenants not to raise any objection thereto or make any requisition in connection therewith.
- 4.4. The Purchaser has also inspected the Building Plan duly sanctioned by Rajpur-Sonarapur Municipality.
- 4.5. The Purchaser has also satisfied himself as to the measurement or area of the Unit and has agreed not to challenge or dispute the same in any manner whatsoever.
- 4.6. The Purchaser has agreed not to raise any objection regarding title of the Owners and the Developer shall be entitled to modify or alter the said plan and/or submit revised plan to which the Purchaser hereby consents.
5. ARTICLE - V : SALE/TRANSFER :
  - 5.1. The Developer hath agreed to sell and transfer and the Purchaser has agreed to purchase and acquire on the terms conditions stipulated herein ALL THAT the said Unit/Flat TOGETHER WITH undivided proportionate share in the land and TOGETHER WITH undivided proportionate share in common parts or portion attributable to the said Flat/Unit subject to the terms hereinafter appearing and subject to the Purchaser making payment of all the amount agreed to be paid by Purchaser to the Developer and also performing and observing all other terms conditions and stipulations hereinafter appearing.
  - 5.2. The common parts and portions of the said building or the said premises shall be provided as would be necessary and/or required and thought it fit and determined by the Developer for the beneficial enjoyment of the said flat or unit and such common part or portion as may be declared or identified by the Owners/Developer only.
  - 5.3. The right of the Purchaser shall always remain restricted to the said flat or unit and/or the rights appertaining thereto And Further that the Purchaser

shall have no right or claim over and in respect of any other part or portion of the said building or any other places or spaces in the said premises or any part thereof save the right in common in respect of the common areas and facilities specifically ear-marked in this Agreement and particularly described and mentioned in the FIFTH SCHEDULE hereunder.

6. ARTICLE VI : CONSIDERATION AND PAYMENT :

- 6.1. In consideration of transfer or sell of the said Flat/Unit TOGETHER WITH the car parking space earmarked for the said Flat/Unit and situate in the ground floor of the said premises more fully and particularly described and mentioned in the **SECOND SCHEDULE** hereunder written TOGETHER ALSO WITH the proportionate indefeasible share in the land on which the building comprising of the said Flat/Unit is erected and/or built and attributable to the floor area contained in the said Flat/Unit more fully and particularly described and mentioned in the **FIRST SCHEDULE** hereunder written TOGETHER WITH the proportionate indefeasible share in the common areas, portions, rights and facilities specified in the **FIFTH SCHEDULE** hereunder written at or for the total consideration of Rs. \_\_\_\_\_/(Rupees \_\_\_\_\_) only at a rate of Rs. \_\_\_\_\_ per sq. ft. for \_\_\_\_\_ sq.ft. of super built up area of the flat / unit and a further sum of Rs. \_\_\_\_\_ on account of covered / uncovered car parking space for one car only aggregating to a sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) only hereinafter referred to as "CONSIDERATION" and a further amount towards service tax as applicable at the time of payment of consideration.
- 6.2. Consideration shall be payable by the Purchaser in installments and/or in stages in the manner more fully and particularly specified and mentioned in the THIRD SCHEDULE hereunder written.
- 6.3. Time for payment shall always be the essence of the contract.
- 6.4. All payments shall be made at the address of the Developer against proper receipts being granted by them and it being expressly agreed that the Purchaser shall not be entitled and agreed not to set up any oral agreement regarding the payments and/or any variation or modification of the terms and conditions herein contained unless confirmed by the Owners in writing.
- 6.5. The Purchaser has also agreed to pay to the Developer in addition to the consideration herein above proportionately, all applicable statutory outgoings and expenses including all charges and costs for any alterations in the said flat or unit or any other extra facilities or specification in constructions etc. which the Owners may on a later date decide to provide which is presently not taken into consideration.
- 6.6. Over and above the aforesaid consideration, the Purchaser shall also deposit with the Developer the amount, the details of which are mentioned in the **FOURTH SCHEDULE** hereunder written and payment



of such amount in full shall be made at or before taking possession of the said unit or flat.

- 6.7. At or before taking possession of the said Flat/Unit the Purchaser shall be liable and agrees to make payment of the proportionate share of his one time contributions and also deposits which shall include the proportionate share of costs to be incurred or incurred by the Developer towards payment to the West Bengal State Electricity Distribution Company Ltd. in obtaining high-tension or low-tension power connection for the entirety of the complex as also the deposits required to be made to the said WBSEDCL for installation of low-tension connection and separate electricity meter or meters for the said Flat/Unit including the proportionate share of the total costs, incurred for laying the main cable in obtaining such electricity to the said complex.
- 6.8. The Purchaser shall not be entitled to transfer or assign the benefits of this agreement or nominate any person till such time full consideration is paid and/or Deed of Conveyance is executed and if the Purchaser shall desire to transfer or assign or nominate any person prior to the execution of the Deed of Conveyance the Purchaser shall be entitled to do so only with the prior written consent of the Developer subject to payment of a further sum calculated at the rate of Rs. 100/- per sq. ft. for the total super built up space comprised in the said flat or unit.

7. ARTICLE - VII : COMPLETION AND POSSESSION :

- 7.1. The said flat or unit shall be completed on or before -----, 20---- subject to Force Majeure with a grace period of six months from the date thereof unless prevented by circumstances beyond the control of the Developer (hereinafter referred to as the "COMPLETION DATE") and subject to notice of possession having been received from the Developer by the Purchaser within the completion date upon execution of the relative Deed of Conveyance immediately thereafter by the Owners with the confirmation of the Developer in favour of the Purchaser or as and when called for by the Purchaser. It is made clear that the Purchaser shall be solely liable for payment of any loss and damage that the Developer may sustain or suffer by reason of failure on the part of the Purchaser in getting the said Deed of Conveyance executed and registered within the time if any fixed for such purpose by the relevant laws of the land prevailing or may be introduced hereinafter. However, if the Developer fails to deliver the said unit/flat on the completion date, the Purchaser would be entitled to a compensation @ 8% per annum on the amount of money already paid by the Purchaser.
- 7.2. It being expressly agreed that in the event of any delay in completion of the said flat or unit due to reason beyond the control of the Developer the purchaser shall not be entitled to and agrees not to claim any abatement or compensation and/or withhold any payment it being further expressly agreed that the said flat or unit shall be deemed to have been completed if made for habitation and certified to be so by the Architect of the time being of the building irrespective of the fact that the other flat or unit in the building have been completed or not.

- 7.3. The building shall be completed with such materials and specification more fully and particularly mentioned and described in the **SIXTH SCHEDULE** hereunder written and as shall be recommended by the Architect and in no event the purchaser shall be entitled to claim any damage or make any claim on any account regarding the quality of materials used and the Purchaser hereby consents to the same AND THAT the Architect shall be entitled to change or substitute such specification from time to time.
- 7.4. For the purpose of completion of the said building it shall be deemed to have been completed and made fit for habitation certificate issued by the Architect for the time being and the said certificate given by the Architect shall be final and binding on the parties to this agreement.
- 7.5. Within seven days from the date of completion, a communication would be given by the Developer regarding completion (hereinafter referred to as the "Notice of Possession") to the Purchaser and on being informed the Purchaser, shall proceed to take possession of the said flat or unit SUBJECT HOWEVER to the Purchaser making payment of all the amounts to be paid under this Agreement. However, if the Purchaser fails to take possession of the said flat or unit then without prejudice to such other right which the Developer may have, the Purchaser shall be liable to pay and/or contribute all municipal rates, taxes, maintenance charges and other outgoings proportionate for the said flat or unit from the date or notice of possession.
8. ARTICLE - VIII : COMMON PARTS AND PORTIONS :
- 8.1. Immediately after completion of the said building the Developer in consultation with the Owners shall be exclusively responsible in determining the common parts and portions of each of the said building or buildings which shall be held by the Purchaser along with the other co-purchaser of various other flat or units. The said common parts and portions are more fully and particularly mentioned and described in the FIFTH SCHEDULE hereunder written.
9. ARTICLE - IX : DEFAULT –IN- PAYMENT :
- 9.1. In the event of any default on the part of the Purchaser in making payment of the installation expenses falling due or any other sums becoming due and not paid by the Purchaser or if the Purchaser shall commit any breach and/or default and if such due continues for a period of one month of non-payment of any amount and if the purchaser fails to remedy the same within a period of one month the Developer at its discretion either in canceling and/or determining this agreement with or without notice upon forfeiting not less than a sum of Rs. 50,000/- as liquidated damages paid by the Purchaser under the agreement in respect of the said unit/flat up to the date of such cancellation or determination as and by way of determination of the liquidated damages or in the alternative the Developer shall be entitled to claim damages by

way of interest calculated at the rate of 18% per annum on the ground of default committed by the Purchaser from the date of such defaults.

- 9.2. In the event of cancellation and/or determination of this agreement the purchaser shall cease to have any right over and in respect of the said building and/or the said flat or unit and the Developer shall be entitled and the purchaser hereby consents to the same to deal with the said flat or unit at its sole and absolute discretion.
- 9.3. The Purchaser shall not do or cause to be done any thing whereby the construction and/or erection of the said building or any part thereof is in any way hindered or impeded with and if for any neglect or default on the part of the Purchaser, further construction of the said building or units or any part thereof is in any way hindered or impeded with or the Developer is prevented from carrying on or proceeding with the construction the Purchaser shall be liable to pay damage thereof. If for any reasons whatsoever because of any act of commission or omission on the part of the Purchaser, the Developer is prevented from proceeding with the constructions in the said building, then in that event without prejudice to such right the Developer may have the Purchaser shall be liable to pay liquidated damage being the pre-determined damages or loss which may be suffered or incurred by the Developer at the rate of Rs. 10,000/- per day until such obstruction or impediment is removed.

10. ARTICLE -X : ALIENATION BEFORE POSSESSION :

- 10.1 Before the date of possession, the Purchaser shall not deal with assign, transfer, encumber or alienate the said flat/unit or any of the rights of the Purchaser hereunder PROVIDED HOWEVER the Purchaser may do so in case he/she pays the entirety of the balance/remaining consideration and/or other amounts payable hereunder to the Developer and is not in any manner in default in observance of his/her/its/their obligation and covenants hereunder to be fulfilled and observed PROVIDED FURTHER it shall not in any way preclude the Purchaser to negotiate with bank and/or financial institution for availing financial accommodation to arrange for payment of the balance consideration to the Developer and only upon payment of the entire consideration hereunder reserved, the Purchaser shall, in order to secure due repayment of the amount so agreed to be lent and advanced by any bank or financial institution, be eligible to create a charge and/or mortgage restricted to the said unit only.

11. ARTICLE- XI : ARTICLE - RESTRICTIONS AND OTHER OBLIGATIONS :

- a) To co-operate with the other co-purchasers and Developer in the management and maintenance of the building ;
- b) To observe the rules that would be framed by the Developer in course of management and providing services of the said building complex in the initial term of one year and thereafter upon formation of the holding organization or management agency on the Developer's handing over charge unto them for quite and peaceful enjoyment of the said Flat/Unit and/or the other portion of the aid building complex.

- c) To allow the Developer with or without workmen to enter into the said flat or unit and/or roof for the purpose of maintenance and repairs.
- d) To pay and bear the common expenses and other outgoings and expenses since the date of possession and also the rates and taxes for and/or in respect of the said building including those mentioned in the **SEVENTH SCHEDULE** hereunder written proportionately for the building and/or common parts or areas and wholly for the said unit or flat and/or to make deposit on account thereof in the manner mentioned hereunder or with the Developer for twelve months and thereafter upon the formation of the Holding Organisation or the Society. Such amount shall be deemed to be due and payable on and from the date of possession whether actual possession of the unit or flat has been taken or not by the purchaser.
- e) To deposit the amounts reasonably required by the Developer and upon the formation with the Holding Organization or the Society/ Agency as the case may be towards the liability for the rates and taxes and other outgoings.
- f) To pay charges for electricity in or relating to the said flat or unit wholly and proportionately relating to the common parts.
- g) Not to subdivide the said flat or unit and any portion thereof.
- h) Not to do any act deed or things or obstruct the construction of the said building or buildings in any manner whatsoever and notwithstanding any temporary obstruction in the Purchaser's enjoyment of the said flat or unit.
- i) Not to throw dirt, rubbish or other refuse or permit the same to be thrown or accumulated in the said building and/or compound or any portion of the building except in the space of garbage to be provided in the ground floor of the said building.
- j) Not to store or bring and allow to be stored and brought in the said flat or unit any goods of hazardous or combustible nature or which are so heavy as to effect or endanger the structures of the building or any portion of any fittings or fixtures thereof including windows, doors, floors etc. in any manner.
- k) Not to hang from and attach to the beams or raters any articles or machinery which are heavy or likely to effect or endanger or damage the structure and style or the building or any part thereof.
- l) Not to do or cause anything to be done in and around the said flat or unit which may caused or tend to cause or that amount to cause or effect any damage to any flooring or ceiling of the said unit or adjacent to the said Unit or flat or in any manner interfere with the rights and enjoyment thereof or any open passages or amenities available for common use.
- m) Not to damage or demolish or cause to be damaged or demolished the said showroom or any part thereof or the fittings fixtures affixed thereto.
- n) Not to close or permit the closing of verandahs or lounges or balconies or lobbies and common parts and also not to alter or permit any alteration in the elevation and outside colour scheme of the exposed walls of the verandahs, lounges or any external walls or the fences of external doors and windows including grills of the

said Unit or flat which in the opinion of the Seller differs from the colour scheme of the building or deviation of which in the opinion of the Seller may effect elevation in respect of the exterior walls of the said building.

- o) Not to install grills the designs of which have not been suggested or approved by the Architect.
- p) Not to do or permits to be done any act or thing which may render void or make voidable any insurance in respect of the said Unit or flat or any part o the said building or cause to be increased premium to be payable in respect thereof if the building is insured.
- q) Not to make in the said Unit any structural addition and/or alteration such as beams, columns, partition wall etc. or improvement of a permanent nature expect with the prior approval in writing of the Developer and/or any concerned authority.
- r) Not to use the said flat or unit or permit the same to be used for any purpose whatsoever other than residential purpose and shall not be used for the purpose which may or is likely to cause nuisance or annoyance to occupiers of the other portions of the said building or to the owners and occupiers of the neighbouring premises or for any illegal or immoral purpose or as a Boarding House, Club House, Nursing Home, Amusement or Entertainment Centre, Rating or Catering Place, Dispensary or a meeting place or for any industrial activities whatsoever and similarly shall not keep in the parking place if allotted, anything other than private motor cars or motor cycles and shall not raise or put up any kaccha or Pucca construction, grill-wall or enclosures thereon or part thereof and shall keep it always open as before. Dwelling and staying of any person or blocking by putting any articles shall not be allowed in the car parking space.
- s) To abide by such building rules and regulations as may be made applicable by the Developer before the formation for Holding Organization and after the Holding Organization is incorporated to comply with and/or adhere to the building rules and regulations of such Holding Organization.
- t) Not to park car on the pathway or open spaces of the building or at any other place except the space allotted to it and shall use the pathways as shall be described by the Owners .
- u) To abide by such building rules and regulations as may be made applicable by the Developer before the formation for holding organization and after the Holding Organization is incorporated to comply with and/or adhere to the building rules and such holding organization.
- v) Not to cause any obstruction or objection in the event the Owners amalgamates or cause to be amalgamated with the premises any adjacent or contiguous land so as to bring the said land within the scheme of development relating to and/or concerning the rights, facilities and privileges of use and enjoyment of the common areas common services and/or common benefits.

12. ARTICLE - XII : HOLDING ORGANIZATION/MAINTENANCE COMPANY :

- 12.1. Immediately after completion of the said building and/or buildings in the said complex and upon handing over possession of the respective Flats or Units to the Purchaser the Developer shall strictly for a period not exceeding one year from the date of delivery of possession shall take all necessary and effective steps for management and maintenance of the said building complex.

Notwithstanding non formation of such holding Organisation/Agency/Maintenance Company by the Purchasers of the respective Flats/Units the Developer on the expiration of the stipulated period of twelve months shall hand over the maintenance and administration of services and facilities unto the Purchasers and/or Owners of such Flats/Units and shall not be held responsible on any account whatsoever.

- 12.2. Immediately preceding completion of the said period of one year the Developer shall issue notice upon the Flat/Unit Owners calling upon them to form an organization or syndicate of management or a company so as to take over charge from the Developer for the purpose of providing necessary services and management of the said building complex including the common portions and facilities attached thereto.
- 12.3. Irrespective of formation of any holding organization or syndicate of management or company to take over charge from the Developer for the maintenance, management and providing services on the expiration of the one year period and/or the notice period whichever is earlier the Developer shall no longer be held responsible in providing the said management, maintenance and services in the said building complex save in the exigencies of the circumstances at the sole discretion of the Developer.
- 12.4. The Purchaser agrees that the Purchaser shall regularly and punctually pay within 10<sup>th</sup> day of every month the common expenses as described in the SEVENTH SCHEDULE hereunder written at such rates as may be decided, determined and apportioned by the Developer in consultation with the Owners to be payable from the date of delivery of possession and upon formation and transfer of management of the buildings to the Holding Organization or the management agency as the case may be and such payments are required to be made without any abatement or demand.
- a) The proportionate rate payable by the Purchaser for the common expenses shall be decided by the Developer from time to time and the Purchaser shall be liable to pay all such expenses wholly if it relates to the Purchaser's flat or unit only and proportionate for all other spaces and/or building as a whole. In the event of the transfer of the management and administration of the said company in terms of these presents, the employees of the Developer such as Watchman, Security staff etc. shall be employed and/or absorbed in the employment of the said Holding Company or Syndicate management with continuity of service and on the same terms and conditions of employment with the Developer and the Purchaser shall not be entitled to raise any objection thereto and hereby consents to the same.

- b) On the formation of the Holding Organization or the management Syndicate or the company as the case may be the Purchaser shall pay the amount that would be demanded by such authority on the basis of the majority decision.
- c) So long as each Unit or flat in the said building or buildings shall not be separately mutated and as of all rates and taxes assessed on the whole premises including the charges for loss of electricity while in transmission to be Developer from the date of possession, which is to be determined by the Developer on the basis of the area of such unit or flat in the said building.
- d) If the Purchaser fails to pay the aforesaid expenses or part thereof, within time as aforesaid, the Purchaser shall be liable to pay interest at the rate of 18% per month and further that if any dues remain unpaid for sixty days, the Owners upon formation of such Holding Organization or the Society shall be at liberty to disconnect and/or suspend all common services attached to the Purchaser's unit such as water supply, electricity connection, use of lifts, escalators, air-conditioning, cable connection etc. till such dues with interest are paid and shall also be liable to pay the common expenses for such suspension period as well as re-connection charges.

13. ARTICLE - XIII : MISCELLANEOUS :

- 13.1. The Purchaser at its own cost shall make payment of the stamp duty and registration charges. It shall be the responsibility of the Purchaser to get this Agreement registered and the Owners and the Developers will appear before the authorities for the registration of the agreement.
- 13.2. This Agreement is personal and the Purchaser shall not be entitled to transfer let out mortgage, grant lease in respect of the said flat or unit without the consent in writing of the developer until such time the full amount of consideration has been paid by the Purchaser to the Developer and the Purchaser performing and observing all the other terms and conditions herein contained and on the part of the Purchaser to be performed and observed. PROVIDED HOWEVER after the full payment of the entire consideration amount the Purchaser shall be entitled to let out grant, lease and/or mortgage and/or in any way deal with the said flat or unit shall be used only for the purpose as described in detail in Article XIX) hereinafter.
- 13.3. The right of the Purchaser shall remain restricted to the said flat or unit and in no event, the Purchaser shall be entitled to and hereby agrees not to claim any right in respect of the other parts or portions of the said building or buildings.
- 13.4. For the purpose of facilitating the construction of the flat or unit in the aforesaid building the Developer shall be eligible to apply for and obtain financial assistance from banks and other financial institution against their respective allocation or the terms specifically provided in preceding Clause 10.1.

- 13.5. The name of the building shall be **SUNNY CREST** and will not be changed without the consent of the Developer.
- 13.6. The Developer and/or the Owners in proportion to their respective shares or always be entitled to future vertical and horizontal rights of exploitation of the buildings comprised in the said premises as and by way of additional construction amalgamation of lands, additional construction of buildings or floors or otherwise upon obtaining due sanction and approval from the competent authorities on that behalf.
- 13.7. The Purchaser doth hereby unequivocally covenant and agree that the Owners as well as the Developers shall at all times hereafter be entitled to amalgamate the Said Premises with contiguous and adjacent land so as to include the same within the scheme of development formulated herein and enlarge the scope of construction of further building or cluster of buildings in or upon the same and/or be also entitled to erect and construct further stories over and above the existing stories in due compliance with all the existing and/or amended building rules and laws for the time being in force and shall in the like manner have the full power and absolute authority to dispose of such additional construction and/or parts thereof if and when constructed and/or erected in proportion to their respective share as provided herein or as may be mutually agreed hereafter TOGETHER WITH the variable proportionate share in the land comprised in the said amalgamated premises and also in the proportionate share in the common rights and facilities attached thereto without any objection or demur notwithstanding such additional construction and/or erection shall result in consequential reduction in the proportionate indefeasible share or interest of the Purchaser in the land and/or in the common areas and facilities and the Owners and/or the Developer shall always be jointly and severally from time to time as and when required by reason of such further construction, sanitary, drainage, lift services, staircases and main entrance or exit to such additional buildings, structures or stories with the existing connection and/or sources for effecting and providing necessary services to such additional buildings, structures or floors so that such additional buildings, structures and/or floors shall be entitled to all the benefits, advantages, easements and facilities as the existing parts of the construction for the time being is enjoying and the same shall be treated as the covenant running with the land for all intents and purposes.
- 13.8. The Developer or their agency will have the right to commercially exploit the covered or open parking spaces in the drive-way or passage as they think fit without any hindrance or objection by the flat or unit-owners or the association.
- 13.9. The Developer will have the right to commercially exploit the boundary walls or front faced of the building for advertising space, signage, display without any let, hindrance or objection by the flat or unit owners or association.
- 13.10. The Developer will be entitled to demarcate or identify and set aside space for advertisement, display, signage, show window (Almirahs) inside the shopping area from ground to fourth floor and let out and/or dispose of the



same without any let, hindrance or objection by the flat or unit owners or association.

13.11. This agreement contains the entire agreement of the parties and no oral representative 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 within consent by both the parties. The Purchaser acknowledges upon signing his agreement that no agreement, conditions stipulations representations guarantees or warranties have been made by the Owners other than what is specifically set forth herein.

14. ARTICLE - XIV : DOCUMENTATION AND PROFESSIONAL SERVICES :

14.1. T. C. RAY & CO., SOLICITORS AND ADVOCATES of 6, Old Post Office Street, Kolkata - 700 001 (hereinafter referred to as "Said Advocate") has prepared this agreement and shall hereafter draw all papers and documents and/or drafts concerning and/or relating to transfer and/or sell of Flats/Units had respective rights in or around the above project who shall get a remuneration at the rate of Rs. 21,000/- per Flat/Unit on account of preparation of agreement for sale and also on account of preparation of the final deed or deeds of conveyance including nomination agreements or otherwise Provided However, despite aforesaid the Purchaser can always seek independent advise form other lawyers or Advocates at its discretion subject to its responsibility of payment of separate remuneration to such Advocate or Lawyer.

14.2. The Purchaser shall be bound to pay a sum of Rs. 21,000/- to the said Advocate on account of their remuneration for discharging professional service in preparation of the agreement and/or the connected deed or deeds including execution and registration thereof and such fees of the Advocate shall not include any part of the out of pocket expenses to be incurred by the Purchaser and in particular towards the execution and registration expenses and/or incidental thereto.

14.3. All stamp duty, registration charges and other incidental expenses and/or in relation to conveyance of the said Unit and for obtaining approval and consent necessary for such transfer and also any other assurances, deeds required to be made for in relation thereto shall be borne and paid by the Purchaser.

15. ARTICLE - XV : VAT, SERVICE TAX OR ANY OTHER APPLICABLE TAX :

15.1. In the event the Developer/Owners is/are made liable for payment of VAT, Service tax, TDS or any other impositions under any statute for the time being in force may become applicable or in the event the Developer is advised by its consultant that it is liable or shall be made liable for payment of such Tax and/or duties concerning and/or relating to sale on account of the Developer having constructed and completed the said unit for the Purchaser then in such event, the Purchaser shall be liable and hereby agrees to indemnify and keep the Developer/Owners indemnified against all actions, claims, suits, proceedings, costs, charges and/or expenses that is likely to be incurred in respect thereof so far as

concerning and/or arising out of such transfer and/or demise hereby made and intended to be made. The Purchaser further unequivocally undertakes and agree to pay all taxes and/or duties on account of VAT, service tax, TDS or any other duties and impositions that may be made applicable at actual or such amount as then may be applicable in respect of the unit and/or flat intended to be acquired by the Purchaser.

16. ARTICLE - XVI : FORCE-MAJEURE :

16.1. None of the parties shall be regarded as in breach of any of the terms and conditions of this Agreement, if any of the parties is prevented from performing or discharging its obligations in terms of this agreement because of the circumstances beyond its control, such as :

- a) Fire or explosion
- b) Earthquakes and lightning ;
- c) Accumulation of rainwater and unforeseen weather condition.
- d) Developer's company lock-out.
- e) Riots, civil disturbances, insurgency, enemy action or war ;
- f) Temporary or permanent, interruption in the supply or utilities serving the project in connection with the work ;
- g) Injunction or orders of any Government, civil bodies, Rajpur-Sonarpur Municipality or any other authority or authorities including Court of Law.
- h) Disturbance created by persons claiming through the Developer or the Purchaser.
- i) Disturbance created due to local problem.

17. ARTICLE : XVII - N O T I C E :

17.1. All notices to be served hereunder by either of the parties to the other shall be deemed to have been served on the day of the date the same has been delivered for dispatch to the postal authority by Registered Post with Acknowledgement Due at the last known address of the parties hereto.

18. ARTICLE - XVIII : ARBITRATION :

18.1. All disputes and difference between the parties hereto regarding the construction or interpretation of any of the terms and conditions herein contained and touching these presents or determination of any liability shall be referred to the sole arbitration of MR. SOMNATH RAY, Solicitor & Advocate of 6, Old Post Office Street, Kolkata - 700 001 and the same shall be deemed to be a Reference within the meaning of the Arbitration & Conciliation Act, 1996.

18.2. The Arbitrator shall have summary power and the Award given by the Arbitrator shall be final and binding on the parties to the agreement.

18.3. The Arbitrator shall have power to give interim Award or Direction.

19. ARTICLE : XIX - JURISDICTION :

- 19.1. CIVIL COURT AT ALIPORE/HIGH COURT shall have jurisdiction to entertain and try all actions suits and proceedings arising out of these presents.

**FIRST SCHEDULE ABOVE REFERRED TO**

**ALL THAT** piece or parcel of land heriditament and premises situate lying at Mouza-Barhans Fartabad, P. S. and Sub-Registry Office-Sonarpur, District-24-Parganas, J. L. No. 47, Ward No. 29 (earlier ward no. 27) being Holding No. 2726, Kalitala within Rajpur-Sonarpur Municipality containing by estimation an area of 103 Cottahs 14 Chittacks 27 Sq. ft. be the same a little more or less and comprised in RS Dag Nos. 1050,1052, 1053, 1025, 1057(P), 1059, 1023, 1022, 1026, 1054, 1051(P), 1061(P), and 1058 appertaining to RS Khatian Nos. 338, 475, 81, 209, 80 and 83 Together with building or structures standing thereon or on part thereof and butted and bounded in the manner hereinafter :

ON THE NORTH : By Municipal Road and portions of R.S.Dag Nos.1024, 1025(P), and 1026(P)

ON THE SOUTH : By Portions of Dag Nos. 1049, 1047, 1060/1985, 1061(P), and 1066.

ON THE EAST : By Portions of Dag Nos. 1015, 1055, 1057(P), and 1066.

ON THE WEST : By Portions of Dag Nos, 1026(P), 1029, 1049, 1047, 1046, and 1060/1985.

**SECOND SCHEDULE HEREUNDER WRITTEN**

(Description of the flat)

ALL THAT Flat/Unit No. ----- on the --- floor of Block/Building No. --- of **SUNNY CREST** containing by ad-measurement a super built up area of ---- sq. ft. be the same a little more or less TOGETHER WITH the open / covered car parking space earmarked for the said Flat/Unit and situate in the said premises.

**THIRD SCHEDULE ABOVE REFERRED TO:**

(CONSIDERATION)

1. On or before the execution of the Agreement – 20% Rs.-----
2. On completion of foundation of the said building – 15% Rs.-----
3. On completion of the 1<sup>st</sup> floor casting of building- 10% Rs.-----
4. On completion of the 2<sup>nd</sup> floor casting of building- 10% Rs.-----
5. On completion of the 3rd floor casting of building- 10% Rs.-----

- |    |   |     |          |
|----|---|-----|----------|
| 6. | On completion of the 4 <sup>th</sup> floor casting of building- | 10% | Rs.----- |
| 7. | On completion of roof-casting of building-                      | 10% | Rs.----- |
| 8. | On completion of brick work of the said Unit-                   | 10% | Rs.----- |
| 9. | On possession of the said Unit -                                | 05% | Rs.----- |

(along with each instalment payment , amount as applicable on that date shall be paid on account of service tax by the purchaser)

THE FOURTH SCHEDULE ABOVE REFERRED TO:  
(Particulars of Interest-free deposits and other consequential payment)

1. Proportionate share of Security Deposits and installation charges of electric connection to the Buildings comprised of the said Unit/Flat apartment and proportionate deposits for payment made to WBSEB for providing HT line Transformer in the said premises.
2. For common expenses, outgoings and other charges at the rate of Rs. 36.00 per sq. ft., being the cost of twelve months.
3. For Municipal mutation fees and outgoings at the rate of Rs. 17,500/- per unit/flat as the case may be.
4. Proportionate payment on account of costs and installation of Generator in actual.
5. For Sales Tax, service tax and other taxes and levies as would be applicable and on actual basis.
6. For club facilities Rs. 15,000/- per flat/unit
7. For corpus funds Rs. 20,000/- per flat / unit (to be handed over to the Association of flat owners).

THE FIFTH SCHEDULE ABOVE REFERRED TO :  
(common parts and facilities)

1. The foundation, columns beams and supports.
2. Corridors, lobbies stairs stairways and landing.
5. Entrance lobby.
6. Lift & Stairs.
7. Drains and sewers from the building to the main municipal duct.
8. Water sewerage and drainage connection pipes for the units/flats/apartments to drain and sewers common to new buildings at the premises.
8. Generator.
9. Deep tubewell.
10. Overhead water tank.

11. Kids play ground.
9. Community Hall.
10. The right of the Purchaser shall remain restricted to the particular unit and also to avail the common facilities but will have no rights over the open spaces and the ultimate roof which the Owners and/or the Developers shall in their discretion be entitled to dispose of or sell or grant permissive thereof in their absolute discretion.

THE SIXTH SCHEDULE ABOVE REFERRED TO:  
(SPECIFICATIONS)

1. RCC structures Foundation ;
2. Ornamental and modern architectural Elevation ;
3. Exterior walls with weather proof paints and other decorative finish ;
4. Interior walls with plaster of paris,
5. Flooring:-
  - a) Vitrified Tiles in living and dining area ;
  - b) Rectified/Vitrified Tiles in bedrooms and
  - c) Anti-skid Tiles in kitchen and toilet ;
6. Staircase & Lobby with good quality of marble/kota stone ;
7. Kitchen:  
Granite top platform with stainless steel sink of reputed make and Glazed tiles upto 2 ft. above the platform and point for water-purifier ;
8. Windows: Anodized Aluminium sliding windows ;
9. Doors: Entrance polished flush door with Teak Veneer , Godrej Lock or Equivalent with night-latch with good quality flush doors in all rooms;
10. Lift: Reputed brand in each block ;
11. Water supply : 24 Hours water supply from deep tubewell ;
12. Toilet :-
  - i) Ceramic tiles upto 7 ft. height;
  - ii) Supply of hot and cold water in both toilet.
  - iii) European style sanitary fittings of Hind ware or equivalent
  - iv) Elegant good quality of CP fittings ;
13. Electricals :
  - i) Good quality of concealed copper wiring ;
  - ii) MCB of Havels or equivalent ;
  - iii) A.C. point in all Bedrooms;
  - iv) Telephone, T.V. Cable point in living and dining area;
  - v) Geyser point in all toilets;
  - vi) Sufficient fan and light points ;
  - vii) Modular switches ;
14. Power back-up : 24 Hours power back-up provision of Generator in case of power cut.

THE SEVENTH SCHEDULE ABOVE REFERRED TO :

1. All proportionate costs of maintenance operations replacements services and white washing, painting rebuilding reconstructing, decorating, redecoration of all other common areas/parts its fixtures, fittings, electrical wiring and equipment in under or upon the building enjoyment or used common by the occupiers of the building ;
2. The salaries and other expenses incurred for and payable to any person or agency employed for common purposes including security, electrician, maintenance, plumber, administration of the building, accountant clerks gardeners sweepers liftmen etc.
3. Insurance premium for insuring the building and every part thereof against earthquake, damages, fire, lightening, mob violence, civil commotion etc. if insured.
4. Expenses for supplies of common utilities electricity water organization and payment of all other incidental thereto ;
5. Other contributions ;
6. Municipal and other rates and taxes and levies and all other and/or incurred in respect of any Unit/Flat/appurtenants or portion of land.
7. All such other expenses and outgoings as are deemed by the Owner to be necessary for or incidental thereto.
8. Electricity charges or expenses for lighting all the common parts,outer walls of the building, parking space and for operation of all the common areas.
9. Operational costs, maintenance, replacement of the lift and escalators, central air conditioning, fire-fighting security systems, generator and other gadgets, equipments which may be installed for showroom use and benefit.
10. Capital expenses costs for charge or replacement of any equipments

IN WITNESS WHEREOF the parties hereto set and subscribed their respective hands and seals on the --- day of -----, 2015

SIGNED SEALED AND DELIVERED by the OWNERS at Kolkata in the presence of :

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

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

RECEIVED this day from the within-named  
Purchaser Rs. -----/- (Rupees -----  
) as part payment or on account payment  
of adjustable security deposit of Rs. -----/- : Rs.

MEMO OF DEPOSIT

WITNESSES