

AGREEMENT FOR SALE

THIS MEMORANDUM OF AGREEMENT FOR SALE made this the ----- Day of
-----, 2018 (Two thousand Eighteen)

BETWEEN

1. **SRI DEBI PROSAD KHAN** son of Late Bishnu Chandra Khan, by caste - Hindu, by occupation - Business, having PAN No. AFOPK9107P, 2. **SMT. SNIGDHA KHAN** wife of late Ganga Prasad Khan, by caste - Hindu, by profession - House wife, having PAN No. ASBPK7271N, 3. **SMT. USHA KHAN (GHOSH)** wife of Sri Santu Ghosh, daughter of Late Ganga Prasad Khan, by caste- Hindu, by profession - Business, having PAN No. BLIPK0931L, 4. **SRI BHASKAR KHAN** alias **SRI BHASKAR PROSAD KHAN**, son of Late Bishnu Chandra Khan, by Caste Hindu, By occupation Business, having PAN No. AFRPK4444A, all are residing at J. C. Khan Road, P.O.: Mankundu, P.S.: Bhadreswar, Dist. Hooghly, Pin: 712139, hereinafter referred to and called as the **“OWNERS”** (Which terms or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their heirs, executors, administrators, successors, representatives and assigns) of the **FIRST PART**,

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“SUPREME CONSORTIUM”, a Partnership Firm, having its office at Super Market, Chinsurah Station Road, P.O. Chinsurah (R.S.), P.S. Chinsurah, District Hooghly, **PAN:ABIFSS8025Q**, Represented by its partners: **1.SRI BIJOY GUHA MALLICK** son of Late Birendra Nath Guha Mallick, by Caste – Hindu, by profession – Business, **PAN : ADIPG3332Q**, residing at Lake View Housing Complex, Flat No.D/SF-3, P.O.&P.S. Chandernagore, District– Hooghly, PIN-712136, presently residing at Uttarayan Apartment, Flat No: D-1/3, Barabazar, P.O & P.S: Chandannagar, Dist: Hooghly, PIN: 712136, **for self and as for Constituted Attorney of other Partners namely: 2. SMT. RATNA GUHA MALLICK**, wife of Sri Bijoy Guha Mallick, by Caste– Hindu(Indian), by Profession – Business, **PAN : ADUPG4235A**, residing at Lake View Complex, Flat No. D/SF-3, Barabazar, P.O. & P.S. – Chandernagore, District– Hooghly, PIN-712136, **3.SRI KRISHNA CHANDRA MONDAL**, son of Late Sitangshu Sekhar Mondal, by Caste– Hindu(Indian), by profession– Business, **PAN : AFCPM4341K**, residing at Ram Mandir, P.O. Chinsurah (R.S.), P.S. Chinsurah, District – Hooghly, PIN-712102, **4. SRI MAINAK MONDAL**, son of Sri Dilip Kumar Mondal, by Caste–Hindu (Indian), by Profession– Business, **PAN : AEIPM8633F**, residing at “Uttarayan”, P.O. Chinsurah (R.S.), P.S. Chinsurah, District- Hooghly, Pin-712102, **5.SRI CHANCHAL KUMAR BHATTACHARYA**, son of Prafulla Kumar Battacharya, by Caste–Hindu (Indian), by Profession – Business, **PAN : AEWPB2471A**, residing at A.C. Chatterjee Bye Lane, P.O. Chandernagore, District– Hooghly, PIN-712136, and **6. SMT. LIPI BHATTACHARYA**, wife of Sri Chanchal Kumar Bhattacharya, by Caste – Hindu, by Profession – Business, **PAN : AEGPB1837C**, residing at A.C. Chatterjee Bye Lane, P.O.& P.S. Chandernagore, District- Hooghly, PIN-712136, hereinafter referred to and called as the **“BUILDER/ DEVELOPER”** (which expression or term shall unless excluded by or repugnant to the subject or context be deemed to mean and include their legal heirs, successors, administrators, executors, representatives and assign)of the **SECOND PART**.

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1., son/wife of, Holding PAN:, Holding AADHAR:, By religion:, By Profession:, Residing at, Dist.-, PIN:, State:,

2., son/wife of, Holding PAN:, Holding AADHAR:, By religion:, By Profession:, Residing at, Dist.-, PIN:, State:,

hereinafter called the **“PURCHASER”** (Which expression shall unless excluded by or repugnant to the subject or context shall be deemed to mean and include her heirs, successors, executors, administrators, legal representatives and or assigns) of the **THIRD PART**.

WHEREAS all that piece and parcel of Bastu Land admeasuring 9 Cottahs 6 Chittaks 2 Sq.ft. equivalent to 0.155 Acre appertaining to R.S.Dag No. 655 under R.S. Khatian No. 375, corresponding to L.R. Dag No.885, under L.R. Khatian Nos.480, 2937, 2938 and 802, AND Bastu Land admeasuring 4 Cottahs 4 Chittaks 21 Sq.ft. equivalent to 0.071 Acre appertaining to R.S.Dag No. 666 under R.S. Khatian No. 377, corresponding to L.R. Dag No.896, under L.R. Khatian Nos. 480, 802, 2449, 2451, 2937 and 2938 both are within Sheet No. 24, Mouza Chandernagore, J.L. No.1, P.S. Chandernagore, District Hooghly and other properties previously belonged to Jogendra Chandra Khan.

AND WHEREAS that said Jogendra Chandra Khan settled the aforesaid property in favour of Ganesh Chandra Khan, Kartick Chandra Khan and Bishnu Chandra Khan by executing a Deed of Trust dated 26.06.1946 registered at the Office of Additional Registrar of Assurances, Kolkata.

AND WHEREAS that after demise of said Jogendra Chandra Khan, said Trustees Ganesh Chandra Khan, Kartick Chandra Khan and Bishnu Chandra Khan divided the said properties into three equal share by executing an Indenture dated 23.11.1954.

AND WHEREAS that subsequently said Kartick Ch. Khan and Ganesh Ch. Khan being incapable to act as trustee and they retired and as per the terms of the Deed and Smt. Lilabati Khan wife of Bishnu Ch. Khan became trustee by a Deed of Indenture dated 23/11/1954 registered in the office of Registrar of Assurance, Kolkata .

AND WHEREAS that said Bishnu Chandra Khan and Lilabati Khan became absolute owners of the said properties and their names were duly recorded in R.S.R.O.R. etc.

AND WHEREAS that said Lilabati Khan died intestate on 03.08.1978 and Bishnu Ch. Khan died intestate on 15.03.1988 living behind their three sons namely 1. SRI DEBI PROSAD KHAN , 2. GANGA PROSAD KHAN & 3. SRI BHASKAR KHAN alias SRI BHASKAR

PROSAD KHAN as their sole legal heirs and successors and being absolute owners of the said properties they were owning and possessing the same by paying rates and taxes to competent authority .

AND WHEREAS that said Ganga Prasad Khan died intestate on 18.08.2009 leaving behind his wife namely Smt. Snigdha Khan and only daughter namely Smt. Usha Khan (Ghosh) as his only legal heirs and successors and said Smt. Snigdha Khan and Smt. Usha Khan (Ghosh) became the joint absolute Owners of property left by Ganga Prasad Khan by way of inheritance having equal share,

AND WHEREAS that said **Sri Debi Prasad Khan, Smt. Snigdha Khan, Smt. Usha Khan(Ghosh) and Sri Bhaskar Khan** alias **Sri Bhaskar Prosad Khan** are the joint absolute owners of the above mentioned property morefully described in the Schedule hereunder and effected mutation their names before the Office of B.L & L.R.O, Singur as well as in the records of Chandernagore Municipal Corporation and possessing, enjoying the same jointly by paying rents and taxes to the Authority Concern .

AND WHEREAS that the Party of the First Part are not getting sufficient income from the properties mentioned in the Schedule hereunder, they have been searching for Developer/Promoter who would develop the Schedule mentioned Property at their own cost in exchange of valuable consideration in favour of the First Part after completing the proposed construction as per Building Plan sanctioned by Chandernagore Municipal Corporation. After execution of this final Agreement, all the terms and condition as laid in the final Agreement shall stand final, unto remain unchanged and binding upon till the subsistence of this Agreement.

AND WHEREAS that party of the First Part has entered into a preliminary "AGREEMENT FOR DEVELOPMENT" on 14.09.2015 which was duly notarised on 14.09.2015. The Land under L.R. Dag No.885 and 896 is bastu vacant land and free from all short of encumbrances.

AND WHEREAS that one Three storied building in the name and style of NEERA APARTMENT was constructed on the R.S. Dag No.656 but erroneously in the Sanction Plan of said Neera Apartment, R.S. Dag Nos. 655 and 666 corresponding to L.R. Dag Nos. 885 and 896 respectfully was inserted which was wrong. In order to avoid further litigation in future regarding the Schedule mentioned properties, the Second Part herein filled a Civil Suit being T.S. No.299 of 2016 before the Ld. First Court of Civil Judge(Jr.Div.) at Chandernagore against the First Part herein praying for declaration that said Neera Apartment constructed on R.S. Dag No.656 corresponding to L.R. Dag No.886.

AND WHEREAS that lastly the party of the First Part was agreed with the such error and also agreed to file the Compromise Petition before the Ld. Court and after hearing of both Side, Ld. Court was pleased enough to pass the Judgement on 30.11.2016 directing 'the Compromise treating the Solemnama Petition as part of Decree.

AND WHEREAS the FIRST PART has entered into a Registered Development Agreement with the SECOND PART on 29.03.2018 together with a) General Power of Attorney 'After Registered

Agreement for Development dated 29.03.2018' b) Registered General Power of Attorney in favour of the SECOND PART pertaining to sale of Owners' allocation dated 29.03.2018 vide Registration No. I-782 dated 04.04.2018, I-786 dated 04.04.2018, IV-95 dated 12.04.2018 respectively at the office of A.D.S.R, Chandernagore.

AND WHEREAS that the Owners herein have acquired absolute title in respect of the said property specifically mentioned in the Schedule below and have established their absolute right of Ownership and has been owning and possessing the same by paying rent and taxes to the proper authorities and have clear marketable title to the said property and the said property is free from all sorts of encumbrances Charges, liens, lispensens, attachment, trust whatsoever and that the Vendors are now absolutely seized and possessed of or otherwise well and sufficiently entitled to ALL that the Schedule property.

AND WHEREAS The Owner(s) has/have appointed the Developer SUPREME CONSORTIUM to develop the schedule of premises and subsequently the Developer has obtained the Building Sanctioned Plan morefully described in Clause No. A. 23 hereto. The DEVELOPER is in Khas possession of the said property paying rents and taxes to the competent authorities.

AND WHEREAS the OWNER/DEVELOPER have now absolutely seized and possessed of or otherwise well and sufficiently entitled to all that land as described in the FIRST SCHEDULE of property.

W H E R E A S :

A. The following terms and expressions shall in these presents have the respective meanings assigned to them herein-below, unless the same be contrary or repugnant to the subject or context :

A.1 ADDITIONAL PAYMENTS shall mean the additional payments mentioned in **Part- I of the Fourth Schedule** hereto which are to be paid by the Purchaser to the Owner/Developer in addition to the Agreed Consideration and shall also include any other additional amounts that may be required to be paid by the Purchaser;

A.2 AGREED CONSIDERATION shall mean the consideration mentioned in **Part- I of the Third Schedule** hereto payable by the Purchaser to the Owner/Developer for acquiring the said Flat/Commercial unit;

A.3 ARCHITECT(S) shall mean such person or persons as may be appointed from time to time by the Owner/Developer for the purpose of this Project;

A.4 ASSOCIATION shall mean the Association, Syndicate, Committee, Body, Society or Company which would comprise the Owner/Developer, the Owner/Developer and the representatives of all the buyers of Flat/Commercial unit and which shall be formed or incorporated at the instance of the Owner/Developer for the Common Purposes with such rules and regulations as shall be framed by the Owner/Developer;

A.5 SCHEDULE OF PROPERTY shall mean ALL THAT piece of land more fully and particularly described in the **FIRST SCHEDULE**;

A.6 BOOKING MONEY shall mean the% of the total consideration as per terms of this Agreement or as agreed upon.

A.7 BUILDINGS shall mean Buildings to be constructed by the Owner/Developer on the land comprised in the said Property;

A.8 BUILT-UP AREA in relation to a Flat/Commercial unit shall mean the plinth area of that Flat/Commercial unit (including the area of bathrooms, balconies, etc. appurtenant thereto) and also the thickness of the walls (external and internal), the columns and pillars therein, provided that, if any wall, column or pillar be common between the two or more Flat/Commercial unit then 1/2 (one-half) of the area under such wall, column or pillar shall be included in such Flat/Commercial unit.

A.9 CARPET AREA shall mean the net usable floor area of an apartment, excluding the area covered by external walls, areas under services shafts, exclusive lobby or corridor area and exclusive open terrace area but includes the area covered by internal partition walls of the apartment.

A.10 COMMON EXPENSES shall mean and include all expenses to be incurred payable and contributable proportionately by the Flat/Commercial unit Owners for the maintenance, management, upkeep and administration of the Buildings, the said Property, the Common Portions therein and the said Property and the expenses for rendering of services for the Common Purposes;

A.11 COMMON PORTIONS shall mean such common areas, facilities and installations in the Buildings and the said Property, like common staircases, landings, lobbies, lifts, passages, underground water reservoir, overhead water tank, water pump with motor and common electrical and plumbing installations mentioned in the **FIFTH SCHEDULE** hereto;

A.12 COMMON PORTION specifically regards to Commercial Unit shall be limited to Commercial Unit entrance, exit, common Toilet, if any, integrated electrical incoming and outgoing system, outside wall of the building limited to the commercial unit, integrated water and sewerage system, access to enter and inspect respective electric meter etc.

A.13 COMMON PURPOSES shall mean and include the purposes of maintaining and managing the said Property, the Buildings and in particular the Common Portions rendering of the services in common to the Flat/Commercial unit Owners, collection and disbursements of the Common Expenses and dealing with the matters of common interest of the Flat/Commercial unit Owners and relating to their mutual rights and obligations for the beneficial use and enjoyment of their respective Flat/Commercial unit exclusively and the Common Portions in common ;

A.14 CORPUS FUND shall mean the Fund comprising of the amounts to be paid/deposited and/or contributed by each Flat/Commercial unit owner, including the Purchaser herein, towards corpus fund which shall be held by the Association for the purpose of major repairs, replacements and additions to the Common Portions and other contingencies;

A.15 COMPLEX shall mean and include all the Flat/Commercial unit and/or other space intended to be built and constructed by the Owner/Developer and/or constructed area capable of being exclusively held or occupied by Owner of any Flat/Commercial unit together with Common Portions in common;

A.16 DATE OF POSSESSION shall mean the date on which the Purchaser takes actual physical possession or deemed to be ready for possession of the said Flat/Commercial unit by the Owner/Developer whichever is earlier but actual possession shall be effected by the Owner/Developer subject to receipt of full payment and discharge all his/her liabilities and obligations;

A.17 DEED OF CONVEYANCE shall mean the Deed of Conveyance to be executed by the Owner/Developer in favour of the Purchaser in respect of the said Flat/Commercial unit upon the Purchaser complying with all the obligations, paying and depositing all amounts in time and not committing any breach or default;

A.18 DEPOSITS shall mean the amounts mentioned in **PART- II OF THE FOURTH SCHEDULE** hereto and to be deposited by the Purchaser with the Owner/Developer and shall also include any other amount that the Owner/Developer may require the Purchaser to deposit to the competent authority;

A.19 FLAT shall mean the residential Flat and/or the constructed area capable of being exclusively held or occupied by any Flat Owner in the Buildings together with the right to use and enjoy the Common Portions in common and wherever the context so intends or permits, shall include the Undivided proportional Share attributable to such Flat;

A.20 FORCE MAJEURE shall include natural calamities, Acts of God, floods, earthquakes, riots, wars, storms, cyclones, tempests, fire, civil commotion, civil wars, air raids, general strikes, lockouts, transport strikes, strikes/shortage or unavailability of construction materials, acquisitions, requisitions, notices or prohibitory orders from Chandernagore Municipal Corporation or any other statutory body or any Court, government action or regulations, new and/or changes in Chandernagore Municipal Corporation or other rules, laws or policies affecting or likely to affect the Project, and/or any reasons/circumstances beyond the control of the Owner/Developer;

A.21 MAINTENANCE CHARGES shall mean the proportionate amount of Common Expenses payable monthly by the Purchaser initially to the Owner/Developer and upon its formation to the Association as mentioned in the **SEVENTH SCHEDULE** hereto;

A.22 Chandernagore Municipal Corporation shall mean its different departments and officers and shall also include other concerned authorities that may recommend, comment upon, approve, sanction, modify and/or revise the Plans;

A.23 PLAN shall mean the Site Plan No. B-3/S/60(A)/17-18 dated 04-08-2017 and Building Plan No. B-3/RB/55(A)/17-18 dated 09-08-2017 sanctioned by the Chandernagore Municipal Corporation for construction of buildings and shall also include, wherever the context permits, such other plans that may be sanctioned including variations/modifications therein, if any, as well as all revisions, renewals and extensions thereof, if any;

A.24 PROJECT shall mean the work of development of the Land, construction and completion of the Buildings, marketing and sale of the Flat/Commercial unit and other rights, handing over of possession of the completed Flat/Commercial unit to the Flat/Commercial unit Owners and execution and registration of the Deeds of Conveyance/in favour of the Flat/Commercial unit owners;

A.25 PROJECT ADVOCATE shall mean such advocate/advocates to be appointed by the Owner/Developer and to prepare this Memorandum who shall prepare all legal documentation regarding the development, construction, sale and transfer of the said Property, the Buildings and the Flat/Commercial unit therein, including the Deeds of Conveyance;

A.26 PROPORTIONATE with all its cognate variations shall mean such ratio as the Carpet Area of any Flat/Commercial unit or Flat/Commercial unit/Car Parking is in relation to the Carpet Area of all the Units in the Complex;

A.27 PURCHASER shall mean and include:

- a) If he/she be an individual, then his/her respective heirs, executors, administrators, legal representatives and permitted assigns;
- b) If it be a Hindu Undivided Family, then its members for the time being and their respective heirs, executors, administrators, legal representatives and permitted assigns;
- c) If it be a Company or a Limited Liability Partnership under the Limited Liability Partnership Act, 2008, then its successor or successors in interest and permitted assigns;
- d) If it be a Partnership Firm under the Indian Partnership Act, 1932, then its partners for the time being and their respective heirs, executors, administrators, legal representatives and permitted assigns;
- e) If it be a Trust, then it's Trustees for the time being and their successor(s)-in-office and assigns;

A.28 RIGHTS ON PURCHASER'S DEFAULT shall mean the rights mentioned in the **PART - I OF THE NINTH SCHEDULE** hereto to which the Owner/Developer shall be entitled in case of any default or breach by the Purchaser;

A.29 RIGHTS ON OWNER'S DEFAULT shall mean the rights mentioned in the **PART - II OF THE NINTH SCHEDULE** hereto to which the Purchaser shall be entitled in case of any default or breach by the Owner/Developer;

A.30 SAID FLAT/COMMERCIAL UNIT shall mean the said ALL THAT Flat/Commercial unit Being No., Floor, Block No. together with medium size Car Parking Space on Ground Floor, Serial No. and the right to use and enjoy the Common Portions and wherever the context so intends or permits, shall include the said Undivided Share, particularly described in the **SECOND SCHEDULE**;

A.31 SAID PROPERTY shall mean ALL THAT piece of land more fully and particularly described in the **FIRST SCHEDULE**;

A.32 SUPER BUILT UP AREA shall mean the integrated part(s), portion, facilities of the constructed area of the complex over and above of the individual unit built up area, common and enjoyable by all the purchasers for the purposes of the assessment of stamp duty and registration fees.

A.33 UNDIVIDED SHARE in relation to a Flat/Commercial unit shall mean the proportionate variable undivided indivisible and impartible share in the common area to be constructed at the SAID PROPERTY and which is attributable to the Flat/Commercial unit concerned; Flat/Commercial unit Owners shall, according to its context, mean all purchasers and/or intending purchasers of different Flat/Commercial unit including the Owner in respect of such Flat/Commercial unit as may be retained and/or not alienated and/or not agreed to be alienated for the time being by them;

A.34 MASCULINE GENDER used in this Memorandum shall include the feminine and neuter gender and vice versa and SINGULAR NUMBER shall include the plural and vice versa.

A.35 SINGULAR number shall include plural numbers and vice-versa.

B. The Owner/Developer has commenced construction in accordance with the Plan.

C. The Purchaser approached the Owner/Developer for being allotted for purchase the said Flat/Commercial unit and the Owner/Developer agreed to make such allotment The Purchaser/s has agreed to purchase the said Flat/Commercial unit to be constructed by the Owner/Developer at and for the consideration mentioned in the **PART- I OF THE THIRD SCHEDULE** free from all encumbrances and charges and paid **Rs./- (Rupees)** including GST as advance/booking money, fixing the rate of the Flat/Commercial unit/Car Parking.

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

1. **ALLOTMENT**

1.1 The Purchaser agrees to be allotted for purchase and the Owner/Developer agrees to allot to the Purchaser the said Flat/Commercial unit free from all encumbrances on the terms and conditions recorded herein.

1.2 The Purchaser shall pay the Agreed Consideration, Additional Payments and Deposits in the manner specified herein and upon completion of such payments, the said Flat/Commercial unit shall be deemed to have been absolutely allotted to the Purchaser subject to the Purchaser first complying with and/or performing the terms conditions covenants and obligations required to be complied with and/or performed on the part of the Purchaser hereunder or by law.

1.3 Alongwith the possession of the above mentioned unit, the Owner/Developer shall execute the Deed of Conveyance in favour of the Purchaser in respect of the said Flat/Commercial unit in the manner stated herein.

2. **TITLE & PLANS**

2.1 The Purchaser has independently examined or caused to be examined and is acquainted with, fully aware of and has thoroughly satisfied himself about the following:

- a. The title of the said Property and the documents relating thereto;
- b. The Plans sanctioned by the Chandernagore Municipal Corporation and the necessary approvals and permissions;
- c. The right title and interest of each of the Owner/Developer in respect of the said Property; and
- d. The Carpet Area as well as built up and super built up area of said Flat/Commercial unit.
- e. Payment to be made including Additional consideration.

2.2 The Purchaser undertakes and covenants not to raise henceforth any objection or make any requisition regarding the above and also waives his right, if any, to do so.

3. **CONSTRUCTION**

3.1 The construction of the Buildings including the said Flat/Commercial unit and the Common Portions shall be done by the Owner/Developer.

3.2 The Owner/Developer shall construct the Buildings as per the Plans and the applicable rules and regulations and shall use good quality materials and proper workmanship. The Buildings and the Common Portions shall be constructed and completed as per specifications mentioned in the **FIFTH & SIXTH SCHEDULE** hereto.

3.3 The Carpet Area of the said Flat/Commercial unit is tentative and is subject to final determination on completion and finishing of the said Flat/Commercial unit. The Purchaser confirms, accepts and assures that the decision of a Architect that the Owner/Developer may appoint from time to time (Architect) regarding the Carpet Area of the said Flat/Commercial unit shall be final and binding on the Purchaser. In case of variation in Carpet area, the cost of the Flat/Commercial unit as well as all payments including additional consideration as per terms of this agreement, shall also correspondingly stand modified.

3.4 The Owner/Developer shall be entitled to make such changes, modifications, additions, alterations and/or variations regarding the construction and the specifications of the Buildings, the Common Portions and/or the said Flat/Commercial unit as may be deemed necessary by the Owner/Developer and/or as may be required by any authority including the Chandernagore Municipal Corporation in consultation with the Architects and the same shall be within permissible and/or prevailing norms.

3.5 The decision of the Architects regarding the quality and specifications of the materials and the workmanship regarding construction shall be final and binding on the parties.

3.6 The Purchaser shall not for any reason, directly or indirectly, at any time make or cause any obstruction, interruption, hindrance, impediment, interference or objection in any manner relating to or concerning the construction or completion of the Buildings by the Owner/Developer and/or the transfer, sale or disposal of any Flat/Commercial unit or portion of the Buildings. In default, the Purchaser shall be responsible and liable for all losses and damages which the Owner/Developer may suffer in this regard.

3.7 The Owner/Developer shall Endeavour to construct the said Flat/Commercial unit and make the same ready for delivering possession thereof on or before the date mentioned in **PART- II OF THE SECOND SCHEDULE** hereto subject to Force Majeure and/or reasons beyond the control of the Owner, in which circumstances the time shall automatically stand suitably extended.

4. **CONSIDERATION**

The Agreed Consideration for transfer of the said Flat/Commercial unit is mentioned in **PART- I OF THE THIRD SCHEDULE** hereto and shall be paid by the Purchaser to the Owner/Developer in accordance with the Payment Schedule mentioned in **PART- II OF THE THIRD SCHEDULE** hereto. Time for payment shall be of the essence of the contract.

5. **ADDITIONAL PAYMENTS & DEPOSITS**

5.1 The Purchaser shall also pay to the Owner/Developer the Additional Payments mentioned in **PART- I OF THE FOURTH SCHEDULE** hereto.

5.2 The Purchaser shall also pay to the Owner/Developer the amounts of the Deposits mentioned in **PART- II OF THE FOURTH SCHEDULE** hereto.

5.3 The amounts of the Additional Payments mentioned in **PART- I OF THE FOURTH SCHEDULE** and the Deposits mentioned in **PART- II OF THE FOURTH SCHEDULE** shall be paid by the Purchaser as mentioned in the said Schedules. In the event of the Owner/Developer being unable to quantify any amount at the initial stage, the Purchaser shall make payment on the basis of the estimates made by the Owner/Developer. In case of subsequent revision of estimates and/or upon quantification of the concerned amount(s), for extra work (if any) by the Purchaser shall pay the balance/further amount(s) demanded by the Owner/Developer within 7 days of demand.

5.4 The Additional Payments and the Deposits are an integral part of the transaction and non-payment/delayed payments thereof shall also result in default on the part of the Purchaser and the Owner/Developer shall become entitled to exercise the Rights on Purchaser's Default.

6. **POSSESSION**

6.1 The Owner/Developer shall Endeavour to make the said Flat/Commercial unit ready for delivery of possession within the time period mentioned in **PART- II OF THE SECOND SCHEDULE** including grace period (Completion Time). The Completion Time shall stand extended in case of Force Majeure. The said Flat/Commercial unit shall be deemed to be ready for delivery of possession upon the same being completed internally, externally and reasonable ingress to and egress from the said Flat/Commercial unit being provided along with permanent water, drainage, sewerage, electricity and lift facilities/connections. A Certificate from the Architect(s) regarding this shall be final and binding. The Owner/Developer shall thereafter issue a 15 days' Notice to the Purchaser calling upon the Purchaser to take possession of the said Flat/Commercial unit upon making payment of all dues and complying with all other outstanding obligations of the Purchaser at the relevant time. It shall not be obligatory for the Owner/Developer to complete the Common Portions in all respects before giving the above Notice.

6.2 The Purchaser shall be entitled to receive possession of the said Flat/Commercial unit only upon prior payment of all his/her dues including the Agreed Consideration, the Additional Payments and the Deposits and also upon due compliance with and/or performance of all the covenants, undertakings and obligations required to be complied with and/or performed on the part of the Purchaser in pursuance of this Memorandum or otherwise required by law. The obligation to take over possession of the said Flat/Commercial unit shall arise only thereafter.

6.3 In the event of the Purchaser not making full payment and/or not complying with any of his obligations and/or not taking possession of the said Flat/Commercial unit within a period of 15 days from the date of issue of the Notice under Clause 6.1 hereinbefore, the Purchaser shall be deemed to have committed default entitling the Owner/Developer to the Rights on Purchaser's Default.

6.4 The Purchaser shall not have any right or lien in respect of the said Flat/Commercial unit till physical possession is made over to him after payment of all amounts by him and the only entitlement of the Purchaser shall be to complete the purchase of the said Flat/Commercial unit in terms of this Memorandum.

6.5 With effect from the Date of Possession or the date of expiry of the period specified in the Notice mentioned in Clause 6.1 hereinbefore, whichever is earlier, the Purchaser shall be deemed to have fully satisfied himself regarding the construction, specifications, Carpet area, workmanship, materials used and structural stability and completion of the Buildings and the said Flat/Commercial unit and shall not thereafter be entitled to raise any objection or make any claim regarding the same.

6.6 After the Date of Possession or from the date of execution of the Deed of Conveyance, the Purchaser shall apply for mutation to the Authorities and shall take all necessary steps and complete at his own costs, the mutation of the said Flat/Commercial unit in his name within 3 months thereafter.

6.7 From the Date of Possession or the date of expiry of the period specified in the Notice mentioned in Clause 6.1 hereinbefore, whichever is earlier, all outgoing, charges, rates, taxes, levies, deposits including security deposits or assessments pertaining to the said Flat/Commercial unit, including proportionate share of the common expenses/maintenance charges shall become payable by the Purchaser notwithstanding anything to the contrary contained elsewhere in this Memorandum.

7. ALIENATION

7.1 Until a Deed of Conveyance is executed in favour of the Purchaser, the Purchaser shall not be entitled to mortgage or encumber or assign or alienate or dispose of or deal in any manner whatsoever with the said Flat/Commercial unit or any portion thereof and/or any right or benefit of the Purchaser in the said Flat/Commercial unit and/or under this Memorandum ("Alienation") unless all the following conditions are complied with:-

a) There has been no default whatsoever by the Purchaser in compliance with and/or performance of any of the Purchaser's covenants, undertakings and obligations under this Memorandum or otherwise.

b) The Purchaser has made full payment of the Agreed Consideration, the Additional Payments and Deposits due or payable till the time of such Alienation.

c) Prior consent in writing is obtained from the Owner/Developer regarding the proposed Alienation.

d) Provided however that no Transfer Fee shall be payable in case of transfer to the mother or father or spouse or child of the Purchaser. It is further clarified that inclusion of a

new joint Purchaser or change of a joint Purchaser shall be treated as a transfer unless such joint Purchaser is a mother or father or spouse or child of the original Purchaser.

7.2 If the Purchaser wants to cancel this Agreement then booking amount/money and also all outgoings such as GST and others taxes as the case may be for the said Flat/Commercial unit and thereafter a deduction of 10% (Ten Percent) shall be made and the Owner/Developer will refund the advance taken from the Purchaser after deducting the cancellation charge as mentioned hereinabove but such payment will be made to the Purchaser only after getting a New Purchaser for the said Flat/Commercial unit and the consideration is received by the Owner/Developer.

7.3 After completion of the execution and registration of the Deed of Conveyance in favour of the Purchaser, the Purchaser may deal with or dispose of or assign or alienate the said Flat/Commercial unit subject to the following conditions:

a) The said Flat/Commercial unit shall be one lot and shall not be partitioned or dismembered in parts. In case of sale of the said Flat/Commercial unit in favour of more than one buyer, the same shall be done in their favour jointly and in undivided shares.

b) The transfer of the said Flat/Commercial unit by the Purchaser shall not be in any manner inconsistent with this Memorandum and/or the Deed of Conveyance and the covenants contained herein and/or the Deed of Conveyance shall run with the said Flat/Commercial unit and/or transfer.

The person(s) to whom the Purchaser may transfer/alienate the said Flat/Commercial unit shall be made bound by the same terms, conditions, covenants, stipulations, undertakings and obligations as applicable to the Purchaser by law and/or by virtue of this Memorandum and/or the Deed of Conveyance.

c) All the dues including outstanding amounts, interest, Maintenance Charges, electricity charges, Chandernagore Municipal Corporation and other taxes etc. relating to the said Flat/Commercial unit payable to the Owner/Developer, the Maintenance Agency, the Association and the Chandernagore Municipal Corporation are paid by the Purchaser in full prior to the proposed transfer/alienation.

8. DOCUMENTS RELATING TO TRANSFER

8.1 The Deed of Conveyance in respect of the said Flat/Commercial unit shall be prepared and finalized by the Project Advocate and the Purchaser agrees and undertakes to accept and execute such Deed of Conveyance.

8.2 The Purchaser agrees to sign and execute all other papers and documents that may be prepared by the Owner/Developer through the Project Advocate in connection with and/or relating to the transfer of the said Flat/Commercial unit.

8.3 The Purchaser shall, within 15 days of being required by the Owner/Developer accept, execute, complete and deliver to the Owner/Developer such executed documents, statements, declarations affidavits and authorities as be deemed reasonable by the Project Advocate relating to the transfer envisaged hereunder.

8.4 At any time after the completion of construction of the said Flat/Commercial unit, the Owner/Developer may intimate to the Purchaser his intention of executing the Deed of Conveyance and the Purchaser shall within one month of such intimation comply with all his obligations which are necessary for the execution and registration of the Deed of Conveyance. In default, the Purchaser shall be responsible and liable for all losses and damages which the Owner may suffer.

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

- a) The Agreed Consideration, the Additional Payments and Deposits are paid in full by the Purchaser;
- b) The Purchaser is not in default in respect of any of his obligations;
- c) All other amounts or dues payable by the Purchaser hereunder or in law in respect of the said Flat/Commercial unit are paid in full by the Purchaser including Maintenance Charges, electricity charges, Chandernagore Municipal Corporation and other taxes and levies and other outgoings;
- d) The Purchaser deposits to the Owner/Developer the estimated amount of stamp duty, registration fee and other connected and miscellaneous expenses relating to the execution and registration of the Deed of Conveyance and/or requisite papers and documents;

9. **RIGHTS**

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

- a. Transfer of the said Flat/Commercial unit described in **PART- I OF THE SECOND SCHEDULE** hereto;
- b. Right to use and enjoy the Common Portions described in the Fifth Schedule in common with the Flat/Commercial unit and/or occupiers of the Buildings.
- c. Transfer of the said proportional undivided share of land as stated in **FIRST SCHEDULE**.

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

Any additional area/space that may be sanctionable and/or sanctioned from time to time for construction on the said Property;

9.3

a) The Purchaser also confirms that he has agreed to purchase the said Flat/Commercial unit with full knowledge. The purchaser irrevocably and unconditionally agrees and undertakes not to have or be entitled to nor to claim any right, title or interest whatsoever in the other Flat / Commercial unit at the Premises and/or the properties and rights which are not intended to be transferred to the Purchaser as aforesaid and also hereby disclaims, relinquishes releases and/or waives in favour of the Owner/Developer and/or the other Flat/Commercial unit Owners, as the case may be, all right, title, interest, entitlement or claim that Purchaser may entitled to, both in law or any equity, into or upon the Other parts and portions of the Buildings and the Premises which are being expressly agreed to be transferred in favour of the Purchaser by the memorandum and agrees that such provision would also be included in the Deed of Conveyance to be executed in favour of the Purchaser in respect of the said Flat/Commercial unit.

9.4 Notwithstanding anything to the contrary contain elsewhere in this Memorandum it is expressly agreed that the sale of the said Flat/Commercial unit in favour of the Purchaser herein shall always be subject to the terms, conditions, restrictions, stipulations, covenants, rights, entitlements and easements contained in this **Clause 9**.

9.5 Owner is sufficiently entitled to and shall have the exclusive right (1) to avail the maximum permissible constructed area of Chandernagore Municipal Corporation and also (2) to construct Building/s as may be sanctioned by the concerned authority. Purchaser/s agree and covenants not to raise any dispute, objections, hindrances or claim any right there to and the Purchaser/s hereby accord his/her/their/its irrevocable consent for the same.

9.6 In respect of the properties and rights which are not intended to be transferred to the Purchaser as aforesaid and/or which are stated to belong to the Owner/Developer, the Owner/Developer shall be entitled to use, utilize, transfer, alienate, part with possession, deal with or dispose of the same in any manner whatsoever on such terms and conditions as may be thought fit and proper by him in his absolute discretion, without any reference to the Purchaser. The Purchaser hereby consents to the same and undertakes not to raise any claim or create or cause to be created any obstruction or hindrance whatsoever regarding the same.

9.7 The proportionate share of the Purchaser in respect of any matter referred to under this Memorandum shall be such as may be determined by the Owner/Developer and the Purchaser agrees and undertakes to accept the same notwithstanding there being minor variations.

9.8 Notwithstanding anything to the contrary contained elsewhere in this Memorandum it is expressly agreed that the sale of the said Flat/Commercial unit in favour of the Purchaser

herein shall always be subject to the terms, conditions, restrictions, stipulations, covenants, rights, entitlements and easements contained in this **Clause 9**.

10. MAINTENANCE & ENJOYMENT

10.1 The Buildings and the said Property shall initially be managed and maintained by Maintenance Agency/Owner/Developer.

10.2 As per prevailing Act and Rule and/or any new enactment of law, the Owner/Developer shall take steps for formation of the Association. Purchaser agrees to participate in the process of formation of the Association and become a part of it as and when invited by the Owner/Developer without any hindrance. Any association, company, syndicate, committee, body or society formed by any of the Flat/Commercial unit without the participation of the Owner/Developer shall not be entitled to be recognized by the Owner/Developer and shall not have any right to represent the Flat/Commercial unit or to raise any issue relating to the Buildings or the said Property. The maintenance of the Buildings shall be made over, to the Association by the Maintenance Agency/Owner/Developer and upon such making over the Association shall be responsible for the maintenance of the Buildings and the said Property.

10.3 The employees of the Maintenance Agency/Owner/Developer for the common purposes such as watchmen, security staff, caretaker, liftmen, sweepers etc. shall be employed and/or absorbed in the employment by the Owner/Developer. On and after formation of Association, the Association will have the rights to continue, change, modify, rearrange the said employment/Maintenance Agency and the Purchaser hereby consents to the same and shall not be entitled to raise any objection thereto.

10.4 All papers and documents relating to the formation of the Association shall be prepared and finalized through the Project Advocate and the Purchaser hereby consents to accept and sign the same.

10.5 The rules and regulations of the Association shall not be inconsistent and/or contrary to the provisions and/or covenants contained herein which provisions and covenants shall, in any event, have an overriding effect.

10.6 All costs, charges and expenses relating to the formation and functioning of the Association shall be borne and paid by all Flat/Commercial unit of the Buildings including the Purchaser herein.

10.7 The rights of the Owner/Developer, the Maintenance Agency and the Association relating to certain matters are more fully specified in the Seventh Schedule hereto and the same shall be binding on the Purchaser.

10.8 The Purchaser shall from the Date of Possession use and enjoy the said Flat/Commercial unit in the manner not inconsistent with his rights hereunder and without

committing any breach, default or creating any hindrance relating to the rights of any other Flat/Commercial unit Owner and/or the Owner/Developer.

10.9 The obligations and covenants of the Purchaser in respect of the user, maintenance and enjoyment of the said Flat/Commercial unit, the Common Portions, the Buildings and the said Property including payment of Maintenance Charges, electricity charges, Chandernagore Municipal Corporation and other taxes and other outgoings are more fully specified in the **EIGHTH SCHEDULE** hereto and the same shall be binding on the Purchaser. It is expressly made clear that in the event of the Purchaser not taking possession of the said Flat/Commercial unit within 15 days of the issue of Notice under **Clause 6.1** hereinabove, the liability of the Purchaser to make payment of all costs, expenses and outgoings in respect of the said Flat/Commercial unit including for Maintenance Charges, electricity charges, Chandernagore Municipal Corporation and other taxes and other outgoings shall immediately commence thereafter from the 16th day notwithstanding anything to the contrary contained in the Eighth Schedule hereto or elsewhere in this Memorandum. Such liability shall continue till the same is paid by the Purchaser or the Memorandum/ Allotment is cancelled/terminated.

11. **DEFAULT**

11.1 Failure to make payment of any amount payable by the Purchaser under this Memorandum on account of the Agreed Consideration and/or the Additional Payments and/or Deposits or otherwise within the specified time, or within 15 days of demand if no time is specified, shall amount to a default entitling the Owner/Developer to exercise all or any of the Rights on Purchaser's Default.

11.2 Failure to perform or comply with any of the terms, conditions, covenants, undertakings, stipulations, restrictions, prohibitions and obligations of the Purchaser or any breach or default regarding any of them shall amount to a default on the part of the Purchaser and the Owner/Developer shall be entitled to exercise all or any of the Rights on Purchaser's Default as mentioned in **PART - I OF THE NINTH SCHEDULE**.

11.3 The Rights on Purchaser's Default are independent of each other and not alternative to each other and more than one of the said rights may be simultaneously exercised and/or enforced by the Owner/Developer regarding any default on the part of the Purchaser.

11.4 In case of default by the Owner/Developer, the Purchaser shall be entitled to claim as mentioned in **PART-II OF THE NINTH SCHEDULE**.

12. **FORCE MAJEURE**

In the event of any delay by the Owner/Developer in fulfilling any of his obligations herein due to Force Majeure or reasons beyond the control or reasonable estimation, then in that event the time for the relevant matter shall stand suitably extended. The Owner/Developer shall not be liable for any interest or damages in case of such delay, if any.

13. **MISCELLANEOUS**

13.1 The Project along with the Buildings to be constructed at the said Property have been named **SOUTH POINT** and the same shall always be known by the said name. The Purchaser and/or the Flat/Commercial unit and/or the Association shall not be entitled to change the said name and its logo under any circumstances whatsoever.

13.2 This Memorandum records the finally agreed terms and conditions between the parties. Any mutual modification or variation of any term or condition recorded in this Memorandum shall be valid only if the same is made in writing by all the parties hereto.

13.3 The transaction contemplated herein is a single transaction of sale and purchase of the said Flat/Commercial unit and does not constitute any Party to be the agent of the other Party and no form of service is contemplated. It is further hereby expressly intended and agreed by and between the parties hereto that nothing herein contained shall be construed to be a "Works Contract" and it is hereby further intended and agreed by and between the parties hereto that in the event the Owner/Developer or any of them being liable to make any additional payment of any Sales Tax, VAT, Works Contract Tax, GST or any other statutory tax or duty or levy in respect of this Memorandum or the transfer of the said Flat/Commercial unit contemplated hereby, the Purchaser shall be liable and agrees to make payment of the same at or before taking possession of the said Flat/Commercial unit. Be it mentioned that the element of G.S.T. as prevailing during execution of this memorandum of norms, the purchaser(s) shall be liable to pay according to the prevailing and future revision, if any.

13.4 The Parties shall keep confidential all non-public information and documents concerning the transaction contemplated herein, unless compelled to disclose such information/documents by judicial or administrative process or by other requirements of law.

13.5 Non-enforcement of any right by the Owner or any indulgence granted by the Owner/Developer to the Purchaser or any other Flat/Commercial unit Owner shall not amount to any waiver of any of the rights of the Owner/Developer.

13.6 The Purchaser shall have no connection whatsoever with the other Flat / Commercial unit and there shall be no privity of contract or any agreement or arrangement as amongst the Purchaser and the other Flat/Commercial unit owners (either express or implied) and the Purchaser shall be responsible to the Owner/Developer for fulfillment of the Purchaser's obligations irrespective of non-compliance by any other Flat/Commercial unit Owner.

13.7 The Purchaser shall have the liberty to occasionally visit the said Property during the course of construction to see the progress of work only upon prior appointment with the Owner/Developer.

13.8 If any defect arises due to renovation work made by the Purchaser after taking possession of the Flat/Commercial unit then Owner/Developer is not responsible for that and Purchaser at his own cost and expenses have to make good the defect.

13.9 If the Purchaser is a resident outside India, then it shall be his sole obligation and liability to comply with the provisions of all applicable laws including Foreign Exchange Management Act, 1999 (FEMA) and all other necessary requirements, rules, regulations, guidelines, etc. of the government or any other authority from time to time, including those pertaining to remittance of payment for acquisition of immovable properties in India.

The Purchaser shall also furnish the required declaration/documents to the Owner/Developer on the prescribed format, if necessary. All refunds to Non-Resident Indians (NRI) and foreign citizens of Indian origin, shall however, be made in Indian Rupees (currency).

13.10 The Flat/Commercial unit shall be entitled to take housing loans for the purpose of acquiring Flat/Commercial unit in the Project from banks, institutions and entities granting such loans provided that such loans are in accordance with and subject to this Memorandum.

13.11 Imposition of or enhancement in any tax (including GST) duty levy surcharge charge or fee under any statute rule or regulation in respect of the said Property, the Buildings and/or the said Flat/Commercial unit or the maintenance thereof or the transfer of the said Flat/Commercial unit, the same shall be borne and paid by the Purchaser proportionately or wholly as the case may be, without raising any objection thereto, within 7 days of demand being made by the Owner/Developer and the Owner/Developer shall not be liable for the same.

13.12 The Purchaser shall be responsible for and shall keep the Owner/Developer, Maintenance Agency and/or the Association indemnified of from and against all damages claims demands costs charges expenses and proceedings occasioned relating to the said Property or any part of the Buildings or to any person due to any negligence or any act deed thing or omission made done or occasioned by the Purchaser and shall keep the Owner/Developer indemnified of from and against all actions claims proceedings costs expenses and demands made against or suffered by the Owner/Developer as a result of any act, omission or negligence of the Purchaser or the servants agents licensees invitees or visitors of the Purchaser and/or any breach or non-observance by the Purchaser of the Purchaser's covenants and/or any of the terms herein contained.

13.13 If any provision of this Memorandum or the application thereof, to any circumstance, shall be invalid or unenforceable to any extent, the remainder of this Memorandum shall not be affected thereby and each provision of this Memorandum shall be valid and enforceable to the fullest extent permitted by law. If any such provision is so held to be invalid, illegal or unenforceable, the Parties hereto undertake to use their best efforts to reach a mutually acceptable alternative to give effect to such provision in a manner, which is not invalid, illegal or unenforceable. In case of New enactment of any new Law, Act, rules if the Agreement is to be changed/modified then Parties will change/modify this Agreement accordingly.

13.14 This Memorandum has been prepared in duplicate. The original of this Memorandum has been made over to the Purchaser and it shall be the obligation and responsibility of the Purchaser to get it registered by the Project Advocate, if the Purchaser(s) desire(s) so within the time as per law and to make payment of the appropriate stamp duty and registration charges payable in respect thereof, the Owner/Developer shall remain present to admit the execution thereof. The Purchaser hereby indemnifies and agrees to keep saved harmless and indemnified the Owner/Developer of from and against all costs charges claims liabilities obligations actions penalty suits and proceedings whatsoever in the event of the Owner/Developer being saddled with any claim, liability or obligation relating to stamp duty and/or registration charges. In case of cancellation/termination of this Memorandum for any reason whatsoever, the Purchaser shall not be entitled to make any claim on account of stamp duty and/or registration charges under any circumstances whatsoever.

14. NOTICES

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

15. DISPUTE RESOLUTION

In case of any dispute or difference amongst or between any of the parties hereto arising out of and/or relating to and/or connected with the said Flat/Commercial unit and/or this Agreement or any term or condition herein contained and/or relating to interpretation thereof, any party shall be entitled to refer the same to the arbitration. Each Party will appoint one Arbitrator from each side and third Arbitrator will be appointed by above mentioned two Arbitrators. The arbitration shall be held at Chandernagore in accordance with the Arbitration and Conciliation Act, 1996 as amended from time to time. The parties have agreed that the Arbitrators shall have summary powers and may make interim orders and Awards and/or non-speaking Awards, whether interim or final. The Award/Awards made by the Arbitrator shall be final and the parties agree to be bound by the same.

THE FIRST SCHEDULE ABOVE REFERRED TO :

SAID PROPERTY

District : Hooghly, District Sub-Registry Office: Hooghly, A.D.S.R. Office & P.S. & Mouza : Chandernagore, J.L. No. 1, Sheet No. 24:-

A. ALL THAT piece and parcel of **Bastu Land** admeasuring and agreegate area of **0.155 Acre equivalent to 9 (Nine) Cottahs 6 (Six) Chittaks 2 (Two) Sq. ft.** appertaining to **R.S.Dag No. 655 (Six Hundred Fifty Five)** under **R.S. Khatian No. 375 (Three Hundred Seventy Five)** corresponding to **L. R. Dag No. 885** under **L. R. Khatian Nos. 480, 2937, 2938 and 802.**

ON THE NORTH : Mankundu Station Road.
ON THE EAST : Property of L. R. Dag No. 886.
ON THE SOUTH : Property of L. R. Dag No. 896 & Common Passage.
ON THE WEST : Property of L. R. Dag Nos. 883 & 884.

OR HOWSOEVER OTHERWISE the said Property is butted bounded called known numbered described or distinguished.

B. ALL THAT piece and parcel of **Bastu Land** admeasuring and agreegate area of **0.071 Acre equivalent to 4 (Four) Cottahs 4 (Four) Chittaks 21 (Twenty One) Sq. ft.** appertaining to **R.S.Dag No. 666** (Six Hundred Sixty Six) under **R.S. Khatian No. 377** (Three Hundred Seventy Seven) corresponding to **L. R. Dag No. 896** under **L. R. Khatian Nos. 480, 802, 2449, 2451, 2937 and 2938.**

Total area of Land is 13 Cottahs 10 Chittaks 23 Sq.ft.

Yearly rent payable to B.L & L.R.O. Singur.

The properties comprised in Holhing No. 99(New), 92(Old), Mankundu Station Road, under Ward No. 21 of Chandernagore Municipal Corporation, P.O. & P.S. Chandernagore, District Hooghly.

ON THE NORTH : Property of L. R. Dag Nos. 885 & 886.
ON THE EAST : Property of L. R. Dag Nos. 895.
ON THE SOUTH : Common Passaage
ON THE WEST : Property of L. R. Dag Nos. 885.

THE SECOND SCHEDULE ABOVE REFERRED TO :

PART- I

SAID FLAT/COMMERCIAL UNIT

ALL THAT the residential Flat/Commercial unit Being No., Floor, Block No. of the Building having Built up area of **Sq.ft.** and Carpet Area of **Sq. ft.** together with medium size Car Parking Space on Ground Floor, Serial No. in the Complex named "**SOUTH POINT**" to be constructed at the said Property.

PART- II

The estimated date of completion of the said Flat/Commercial unit ready for the purpose of delivery of possession is **September, 2020** with a grace period of 6(six) months. The aforesaid shall also be subject to Force Majeure.

THE THIRD SCHEDULE ABOVE REFERRED TO

PART - I

AGREED CONSIDERATION

	Amount
Consideration for the said Flat/Commercial Unit	Rs.
(.....) only.	
Basic Price for Flat: @ Rs. per sq.ft. x sq.ft.	= Rs.
Basic Price for Car Parking Space:	= Rs.
Add GST @ 12%	= <u>Rs.</u>
Total Price	Rs.

Note:- Basic Price agreed to be paid by the Purchaser(s) for Flat @ Rs. per Sq. ft. and Car Parking Space @ Rs. inclusive of 6% G.S.T and balance 6% G.S.T to be collected from Purchaser(s).

PART- II

PAYMENT SCHEDULE

The Agreed Consideration mentioned in PART- I OF THE THIRD SCHEDULE is to be paid to the Owner/Developer in the following manner:

1. Booking Amount (During Agreement) -	15%
2. Against roof casting of the floor of the respective Block -	10%
3. On or before casting of top floor slab of the respective block	30%
4. After completion of Brick Work of the said Flat/Commercial unit	25%
5. Within 7 days of receipt of Notice for possession of the said Flat/Commercial unit	20%
-----	100%

All Cheques/Demand Drafts/Pay Orders/Banker's Cheques to be issued in favour of **SUPREME CONSORTIUM.**

THE FOURTH SCHEDULE ABOVE REFERRED TO

PART - I

ADDITIONAL PAYMENTS

- (a) Price, cost, charges and expenses levied by the Owner/Developer for any additional or extra work done and/or any additional amenity or facility provided and/or for any changes, additions, alterations or variation made in the said Flat/Commercial unit, the Buildings, the said Property and/or the Project including the costs, charges and expenses for revision of the Plans, if any.
- (b) Service tax/GST payable to Owner/ Developer.
- (c) Sales tax, VAT, works contract tax, GST, betterment fee, development charges and any other tax, duty levy or charge that may be imposed or charged regarding the said Flat/Commercial unit, the Buildings, the said Property and/or the Project payable to the Owner/Developer.
- (d) Proportionate price, costs, charges and expenses for generator, electrical sub-station, high tension line, transformer, wiring and cables and accessories used for their installation, fire fighting equipment and other related equipment and accessories including for their acquisition and installation and for the equipment, instruments, additional facilities and conveniences for the Flat/Commercial unit that may be provided by the Owner/Developer together with proportionate management of maintenance charge of the respective unit with/without Car Parking Space for eight months from the date or quarter of the assessment made by Chandernagore Municipal Corporation for the respective block or for the entire complex in the Buildings, the said Property and/or the Project payable to the Owner/Developer.
- (e) Charges for formation of the Association for the Common Purposes payable to the Owner/Developer.

In respect of the Additional Payments for which no time for payment is specified in this Agreement, the Purchaser agrees and undertakes to pay the same within (15) fifteen days of demand by the Owner/Developer without raising any objection whatsoever.

PART- II

DEPOSITS

- (a) Deposit for electric supply/individual meter for the said Flat/Commercial unit as per actual payable to the electricity supply authority.

(b) Deposit for any other item in respect of which payment is to be made by the Purchaser under Part- I of this Schedule.

c) Rs. per Sq. ft. on Carpet Area payable to the owner/Developer for transformer/generator for common portions and other amenities in common portions (Refer clause no. d of fourth schedule). The amount thus shall be Rs. x sq.ft. = Rs. (Rupees) only.

The Deposit shall be paid by the Purchaser to the Owner/Developer within (15) fifteen days of demand without raising any objection whatsoever regarding the same.

THE FIFTH SCHEDULE ABOVE REFERRED TO :

PART - I

COMMON PORTIONS

- a) Lobbies, passages, staircases, landings, corridors, roofs, community hall of the said Building.
- b) Driveways and internal paths and passages in the said Property.
- c) Lift pits, chute and lift machine rooms.
- d) Common drains, sewers, pipes and plumbing equipments.
- e) Water supply from deep tube well/ Chandernagore Municipal Corporation.
- f) Common underground water reservoir.
- g) Overhead water tank in the said Building (save which are with individual Flat/Commercial unit).
- h) Wires, switches, plugs and accessories for lighting of common areas.
- i) Master/Disc Antenna for satellite television, cable T.V. together with its accessories if installed or provided (or if any).
- j) Water Pump and motor and water pump room (if any).
- k) Lifts and lift machinery and other equipments
- l) Common toilets
- m) Room for Darwans.
- n) Common electrical wiring, meters, fittings and fixtures for lighting of common areas.
- o) Boundary walls and Main Gate/Gates
- p) HT/LT room/space (if any).
- q) Electricity meter room/space

- r) Generator room/ space (if any)
- s) Fire fighting equipments in the Buildings (if any)

THE FIFTH SCHEDULE ABOVE REFERRED TO :

PART- II

COMMON EXPENSES AND GENERAL EXPENSES

- i. GENERAL : All costs and expenses for maintaining, repairing, redecoration and doing all acts, deeds and things which are necessary for maintaining and beautifying the whole complex and the said Buildings. The expenses for maintaining the gutters and water pipes, drains and electric wires for the complex and the said Buildings and used and enjoyed by the Purchaser in common with other Purchasers/occupiers and in common with other occupiers of the whole complex and all expenses for maintaining the said Building, Main Entrance, Landing, Staircases of the Buildings and Boundary walls of the Main Complex and the costs of cleaning and lightening the whole complex as well as the said building and keeping the said, back and front space of the complex and the building.
- ii. ASSOCIATION : All costs and expenses for establishment and incorporation and registration of the Association for the whole complex. Proportionate expenses for the Association will be paid by the Purchaser including the costs of its formation, establishment and registration.
- iii. OPERATIONAL : The expenses for day to day maintenance of the whole complex particular building and such expenses to be incurred by Association will be borne by the Flat/Commercial unit holders proportionately including the salary of the staffs of the Association.
- iv. RESERVES : Creation of funds replacement, for renovation and/or other periodic expenses.

THE SIXTH SCHEDULE ABOVE REFERRED TO

SPECIFICATIONS

- Foundation : RCC Foundation
- Structure : RCC framed
- Brick Walls : 8" and 5"

FLOORING & WALLS

ROOMS	: Vitrified tiles
LIVING ROOM	: Vitrified tiles
KITCHEN	
Flooring	: Standard Marble or Anti-Skid Tiles
Counter	: Granite
Sink	: Stainless Steel
Dado	: Ceramic Tiles (upto 3 feet above counter)
TOILETS	
Flooring	: Standard Marble or Anti-Skid Ceramic Tiles
Dado	: Ceramic tiles (up to door height)
Fixtures	: EPWC & Wash Basin of Reputed Brand (White Colour)
Fitting	: CP Fitting of Reputed Brand
DOORS	
Frames	: SAL Timber (Sal Wood)
Shutters	: 35MM Thick Good Quality Flash Door, one side C. P. Veneer laminated, polished.
Main Doors	: Thick wooden panel polished door
WINDOWS	: Aluminum Windows with glass panels, openable and or sliding type
INTERNAL FINISHES	: Wall Putty.
EXTERNAL FINISHES	: Good quality Weather-proof paint/Texture Paint
ELECTRICAL	: Concealed ISI copper conductor flexible wire and modular switches of reputed brand. A.C. point in master bed room. Internet point in Living and master bed room. Geysers, microoven, aquaguard, inverter points connecting provision.
LIFT	: Five passenger lift in both the Blocks
POWER BACK-UP (GENERATOR)	: Lifts, Common Lighting, Water Pumps, Community Hall etc

THE SEVENTH SCHEDULE ABOVE REFERRED TO :

RIGHTS OF OWNER/DEVELOPER & ASSOCIATION

- a) Apportionment of any liability of the Purchaser in respect of any expenses, taxes, dues, levies or outgoings payable by the Purchaser pursuant to this Memorandum or otherwise shall be done by the Owner/Developer whose decision shall be final and binding on the Purchaser.
- b) The Maintenance Charges payable by the Purchaser with effect from the Date of Possession shall be fixed by the Owner/Developer and shall be payable on a monthly basis. In the event of the Purchaser not taking over possession of the said Flat/Commercial unit within the time fixed in the notice calling upon him to take possession, the Maintenance Charges shall become payable by the Purchaser with effect from the date of expiry of the such period of such notice provided that until all payments due under this Memorandum are made by the Purchaser no right of whatsoever nature shall or can accrue in favour of the Purchaser in respect of the said Flat/Commercial unit.
- c) The Association shall be entitled to revise the Maintenance Charges from time to time and the Purchaser shall not be entitled to object thereto.
- d) The Association shall be entitled to withdraw, withhold, disconnect or stop all or any services, facilities and utilities to the Purchaser and/or the said Flat/Commercial unit in case of default in timely payment of the Maintenance Charges, Electricity Charges, Chandernagore Municipal Corporation taxes, Common Expenses and/or other payments by the Purchaser after giving 15 days notice in writing.

THE EIGHTH SCHEDULE ABOVE REFERRED TO

PURCHASER'S COVENANTS

1. Comply with and observe the rules, regulations and bye-laws framed by the Maintenance Agency/Association from time to time;
2. Permit the Vendor and Association and their respective men agents and workmen to enter into the said Flat/Commercial unit for the Common Purposes or the Project;
3. Deposit the amounts for various purposes as required by the Owner/Developer or the Association;
4. Use and occupy the said Flat for the purpose of residence and commercial unit for the purpose of commercial use only;
5. Use the Common Portions without causing any hindrance or obstruction to other Flat/Commercial unit and occupants of the Buildings;
6. Keep the said Flat/Commercial unit and walls, sewers, drains pipes, cables, wires, entrance and main entrance serving any other Flat/Commercial unit in the Buildings and/or

in the said Property in good and substantial repair and condition so as to support shelter and protect and keep habitable the other Flat/Commercial unit /parts of the Buildings.

7. In particular and without prejudice to the generality of the foregoing, not to make any form of alteration in or cut or damage the beams and columns passing through the said Flat/Commercial unit or the Common Portions for the purpose of fixing, changing or repairing the concealed wiring and pipelines or otherwise;

8. Use and enjoy the Common Portions only to the extent required for ingress to and egress from the said Flat/Commercial unit of men materials and utilities;

9. Bear and pay the Common Expenses and other outgoings in respect of the said Property proportionately and the said Flat/Commercial unit wholly;

10. Pay Chandernagore Municipal Corporation and all other rates taxes levies duties charges and impositions outgoings and expenses in respect of the Buildings and the said Property proportionately and the said Flat/Commercial unit wholly and to pay proportionate share of such rates and taxes payable in respect of the said Flat/Commercial unit until the same is assessed separately by the Chandernagore Municipal Corporation /Competent Authority;

11. Pay for other utilities consumed in or relating to the said Flat/Commercial unit;

12. Allow the other Flat / Commercial unit the right to easements and/or quasi-easements;

13. Regularly and punctually make payment of the Common Expenses, Maintenance Charges, Electricity Charges, Chandernagore Municipal Corporation Taxes and other payments mentioned herein within seven days of receipt of demand or relevant bill, whichever be earlier; and

14. Observe and comply with such other covenants as be deemed reasonable by the Owner/Developer for the Common Purposes.

15. Not to put any nameplate or letter box or neon-sign or board in the Common Portions or on the outside wall of the Buildings save at the place as be approved or provided by the Owner/Developer Provided However that nothing contained herein shall prevent the Purchaser to put a decent nameplate on the outface of the main door of the said Flat/Commercial unit;

16. Not to open out any additional window or fix any grill box or grill or ledge or cover or any other apparatus protruding outside the exterior of the said Flat/Commercial unit or any portion thereof;

17. Not to do or permit to be done any act deed or thing which may render void or voidable any policy of Insurance on any Flat/Commercial unit or any part of the Buildings or the said Property or may cause any increase in the premium payable in respect thereof;
18. Not to decorate the exterior of the Building otherwise than in the manner agreed by the Owner/Developer in writing or in the manner as near as may be in which it was previously decorated;
19. Not to deposit or throw or permit to be deposited or thrown any rubbish or refuse or waste in or around the staircase, lobby, landings or in any other common areas or installations of the Buildings/Complex;
20. Not to store or allow any one to store any goods articles or things in or around the staircase lobby landings or other common areas or installations of the Buildings/Complex;
21. Not to commit or permit to be committed any alteration or changes in pipes, conduits, cables and other fixtures and fittings serving the other Flat/Commercial unit in the Buildings;
22. Not to claim any right over and/or in respect of any open land at the said Property or in any other open or covered areas of the Buildings and the said Property reserved or intended to be reserved by the Owner/Developer for his own exclusive use and enjoyment and not meant to be a common area or portion and notwithstanding any inconvenience to be suffered by him;
23. Not to shift or obstruct any windows or lights in the said Flat/Commercial unit or the Buildings;
24. Not to permit any new window light opening doorway path passage drain or other encroachment or easement to be made or acquired in against out of or upon the said Flat/Commercial unit without the prior consent in writing of the Owner/Developer and/or the Association;
25. Not to park or allow anyone to park any car or two wheeler at any place other than the space earmarked for parking car(s) and two wheeler(s);
26. Not to do any addition, alteration, structural changes, construction or demolition in the said Flat/Commercial unit without prior permission from the Chandernagore Municipal Corporation and other concerned authorities as also the Owner and also subject to the condition that the same is not restricted under any other provision of this Memorandum;
27. Not to use the said Flat/Commercial unit for any purpose save and except for residential purpose and not to use the said Flat/Commercial unit in any manner that may cause nuisance to occupiers of the other portions of the Buildings/Complex and not to use the said Flat/Commercial unit as a Club House, Boarding House, Eatery or for commercial, illegal or immoral purposes;

28. Not to block or occupy any pathway, passages, corridor, lobby in any manner whatsoever;
29. Not to interfere in any manner with the Exclusive Use Rights of the Owners/Developer and occupants (along with their guests and visitors) of the Exclusive rights, if any;
30. Not to do anything that may be contrary to the terms, conditions, restrictions, stipulations and covenants contained in this Memorandum.
31. To co-operate with the Owner/Developer/Association in the management and maintenance of the Complex and doing all other acts relating to and concerning with the common purpose and formation of association of the Flat/Commercial unit Holders of the Society of the complex.
32. To observe and perform rules regulations and restrictions from time to time in force for the use and management of the said Buildings/Complex and in particular the common parts and the common portions formed and/or made applicable from time to time by the Owner/Developer /Association.
33. Not to do or permit anything to be done which is likely to cause nuisance or annoyance to the occupants of the other Flat/Commercial unit in the said Building and other Buildings in the Complex.
34. To pay and bear proportionately the common expenses and general expenses and other outgoings in respect of the Housing complex and all the expenses and outgoings and charges in respect of the said Flat/Commercial unit.
35. To pay the competent authority and all other rates, taxes, levies and impositions in respect of the said Buildings and complex proportionately and in respect of the said Flat wholly.
36. To pay and bear for electricity and other utilities in or relation to the said Flat/Commercial unit including the charges for loss of electricity due to amortization/transformation etc., and the proportionate charges for replacement/repairs of the transformer and other connected utilities and apparatus.
37. Until formation of the Association and its taking over maintenance management and administration of the common portions of the Buildings, common parts, general utilities or common portion of Flat/Commercial unit, the said Owner/Developer shall continue to maintain, manage and administer the same and the Purchaser/s shall pay to the Owner/Developer proportionate share of the common expenses.
38. The Purchaser/s will/shall not take up wiring for electrical and telephone installations, television antenna and/or any other appliances or air conditioning units on the exterior of the property concerned that protrudes through the walls except as expressly authorized in writing by the Owner/Developer and/or Association.

39. Till such time the said Flat/Commercial unit is being separately assessed by the Chandernagore Municipal Corporation or any Comptenant Authority and separate rate bills being issued, the Purchaser/s will/shall regularly and punctually pay proportionate share of the rates and taxes as assessed by the Chandernagore Municipal Corporation /or any Competent Authority on the whole building and/or the premises to the Owner/Developer or the association (upon its formation) within such time as may be prescribed by the Owner/Developer or the Association. The proportion of the Purchaser/s in the rates and taxes and also otherwise hereunder be determined by the Owner/Developer or the Association on the basis of the area of each Flat/Commercial unit in the said building and the Purchaser/s shall accept the same. Upon the said Flat/Commercial unit being separately assessed by the Chandernagore Municipal Corporation or any other Competent Authority and separate rate bills being issued, the liability of the Purchaser/s for payment of his/her share towards the rates and taxes of the said Flat/Commercial unit to the Owner/Developer or the Association shall determine. The Purchaser/s will/shall however, regularly and punctually pay all such rate bill and keep the Owner/Developer and the Association as the case may be indemnified there from.

40. Upon formation of the Association and Holding Organization and its taking over maintenance and management of the building or buildings with the consent of the Owner/Developer, the Owner/Developer shall transfer to the Association and Holding Organization all the rights and obligations of the Owner with regard to the common purpose (save those expressly or intended to be reserved by the Owner/Developer) whereupon only the Association and Holding Organization shall be entitled to and obliged therefore. Upon such transfer the Co-owners and the Association and Holding Organization shall however remain liable to indemnify the Owner/Developer from all liabilities due to non-fulfillment of their respective obligations hereunder by the Co-owners and/or the Association and/or Holding Organization.

41. The Purchaser/s will/shall pay to the Owner/Developer any Tax at such rate as be fixed by the authorities upon the construction cost paid by the Purchaser/s to the Developers and also pay all ancillary taxes and levies within 7 days of demand by the Owner/Developer upon the Purchaser/s.

42. It would be obligatory on the Purchaser/s to make payment of the liabilities herein mentioned to the Owner/Developer or the Association or Holding Organization in whom the control and management of the building or buildings/Complex shall remain vested, in such manner as may be directed by the Owner/Developer or the Association or the Holding Organization. In case the Purchaser/s fails or neglect to pay the amount payable and/or reserved under this present, the same shall carry interest at the rate of 12% (Twelve percent) per annum and it will be within the competence of the Owner/Developer or the association or the Holding Organization to discontinue services to the Purchaser/s in his/her/its/their said Flat/Commercial unit pending payment of such liabilities.

43. In case at any time any demand is raised or any amount is realized from the Owner/Developer by the Chandernagore Municipal Corporation or by the State of West Bengal or by the Central Government for betterment fee, development tax or Chandernagore Municipal Corporation tax or other tax or imposition in respect of the said Flat/Commercial unit in such case the Flat/Commercial unit holder shall be liable to pay the same to Owner/Developer and the Purchaser/s will/shall on demand pay to the Owner/Developer the proportionate share thereof as determined by the Owner/Developer as aforesaid.

44. The Purchaser/s will/shall not claim any separation or partition proportionate share in land or in the common areas and facilities.

THE NINTH SCHEDULE ABOVE REFERRED TO

PART - I

RIGHTS ON PURCHASER'S DEFAULT

a) In case of default/delay in making payment of any amount payable under this Memorandum (including in particular the Third, Fourth and Eighth Schedules hereto) or otherwise by the Purchaser to the Owner/Developer, interest shall be payable by the Purchaser at the agreed rate of 12% per annum from the due date till the date of payment;

b) In case of there being a failure refusal neglect breach or default on the part of the Purchaser to perform or comply with any of the terms conditions covenants undertakings stipulations restrictions prohibitions and/or obligations, then the Owner/Developer shall be entitled to issue a Notice to the Purchaser calling upon the Purchaser to rectify and/or make good or set right the failure neglect refusal breach or default within one month from the date of issue of the said Notice. If the Purchaser does not comply with such Notice to the satisfaction of the Owner/Developer, then the Purchaser shall be liable to pay to the Owner/Developer compensation and/or damages that may be quantified by the Owner/Developer.

c) In case of default in payment of any amount payable hereunder or otherwise for more than one month after the due date thereof, and/or in case of the Purchaser not rectifying or making good any default breach failure refusal or neglect within one month from the date of issue of the Notice mentioned above, then in that event the Owner/Developer shall be entitled to cancel/terminate the Memorandum/Allotment.

d) In case of termination of the Memorandum/Allotment, without prejudice to the other rights which the Owner/Developer may have against the Purchaser, the Owner/Developer shall be entitled to deduct and retain a sum equivalent to 10% of the Agreed Consideration plus other outgoings as pre-determined and agreed liquidated damages for cancellation of the Memorandum/Allotment and the remaining sum received by the Owner/Developer from the

Purchaser shall be refunded to the Purchaser without any interest within a period of two months from the date of resale of the said Flat/Commercial unit to a new Purchaser.

e) Upon cancellation/termination of the Memorandum/Allotment being made by the Owner/Developer, all rights and/or claims of the Purchaser, if any, against the Owner/Developer, the said Flat/Commercial unit, the Buildings and/or the said Property shall stand extinguished and the owner/Developer shall be entitled to transfer deal with and dispose of in any manner the said Flat/Commercial unit to any person on such terms and conditions as may be deemed fit and proper by the Owner/Developer and the Purchaser shall not be entitled to make or raise any objection, hindrance or claim regarding the same.

f) If any act or omission of the Purchaser results in any interruption interference hindrance obstruction impediment or delay in the Project or the construction of the Buildings or any portion thereof including further constructions additions and/or alterations from time to time and /or in the transfer sale or disposal of any Flat/Commercial unit or portion of the Buildings, then in that event the Purchaser shall also be liable to pay to the Owner/Developer compensation and/or damages that may be quantified by the Owner/Developer.

g) Besides the aforesaid rights the Owner/Developer shall also be entitled to any other right to which the Owner/Developer may be entitled to in law by reason of any default or breach on the part of the Purchaser.

THE NINTH SCHEDULE ABOVE REFERRED TO

PART - II

RIGHTS ON OWNER'S DEFAULT

If the Owner/Developer fails to handover possession of Flat/Commercial unit within time as mentioned herein including grace period subject to force majeure, inspite of Purchaser made payment in terms of this Agreement to the Owner/Developer and Purchaser is not in default then in that case Owner/Developer has to pay interest @12% per annum on the payment he has received and till such time possession is handed over.

Be it mentioned that The West Bengal Housing Industry Regulatory Authority Act and subsequent amendments came into effect shall be applicable and shall be abide by all parties involved in the Deed of Sale.

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

SIGNED, SEALED AND DELIVERED

by the OWNER /Developer

in the presence of:

1.

SIGNATURE OF OWNER / VENDOR

2.

SIGNATURE OF THE DEVELOPER

SIGNED, SEALED AND DELIVERED

by the PURCHASER at Chandernagore

in the presence of:

1.

.....
(SIGNATURE OF THE PURCHASER/S)

DEED OF SALE

THIS INDENTURE is made on this the day of
....., 201.... Two Thousand and

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BETWEEN

1.**SRI DEBI PROSAD KHAN**, son of Late Bishnu Chandra Khan, by caste - Hindu, by occupation - Business, having PAN No. AFOPK9107P, 2.**SMT. SNIGDHA KHAN**, wife of late Ganga Prasad Khan, by caste - Hindu, by profession - House wife, having PAN No. ASBPK7271N, 3.**SMT.USHA KHAN (GHOSH)**, wife of Sri Santu Ghosh, daughter of Late Ganga Prasad Khan, by caste-Hindu, by profession - Business, having PAN No. BLIPK0931L, 4. **SRI BHASKAR KHAN** alias **SRI BHASKAR PROSAD KHAN**, son of Late Bishnu Chandra Khan, by Caste Hindu, By occupation Business, having PAN No. AFRPK4444A, all are residing at J. C. Khan Road, P.O.: Mankundu, P.S.: Bhadreswar, Dist. Hooghly, Pin: 712139, all are Represented by their Constituted Attorney : **SRI BIJOY GUHA MALLICK**, son of Late Birendra Nath Guha Mallick, by Caste – Hindu, by profession – Business, PAN : **ADIPG3332Q**, residing at Lake View Housing Complex, Flat No.D/SF-3, P.O.&P.S. Chandernagore, District– Hooghly, PIN-712136, presently residing at Uttarayan Apartment, Flat No: D-1/3, Barabazar, P.O & P.S: Chandannagar, Dist: Hooghly, PIN: 712136, hereinafter referred to and called as the **“VENDORS”** (Which terms or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their heirs, executors, administrators, successors, representatives and assigns) of the **FIRST PART**,

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AND

“SUPREME CONSORTIUM”, a Registered Partnership Firm, having its office at Super Market, Chinsurah Station Road, P.O. Chinsurah (R.S.), P.S. Chinsurah, District Hooghly, **PAN:ABIFS8025Q**, Represented by its partners: **1.SRI BIJOY GUHA MALLICK** son of Late Birendra Nath Guha Mallick, by Caste – Hindu, by profession – Business, **PAN : ADIPG3332Q**, residing at Lake View Housing Complex, Flat No.D/SF-3, P.O.&P.S. Chandernagore, District– Hooghly, PIN-712136, presently residing at Uttarayan Apartment, Flat No: D-1/3, Barabazar, P.O & P.S: Chandannagar, Dist: Hooghly, PIN: 712136, **for self and as for Constituted Attorney of other Partners namely: 2. SMT. RATNA GUHA MALLICK**, wife of Sri Bijoy Guha Mallick, by Caste– Hindu(Indian), by Profession – Business, **PAN : ADUPG4235A**, residing at Lake View Complex, Flat No. D/SF-3, Barabazar, P.O. & P.S. – Chandernagore, District– Hooghly, PIN-712136, **3.SRI KRISHNA CHANDRA MONDAL**, son of Late Sitangshu Sekhar Mondal, by Caste– Hindu(Indian), by profession– Business, **PAN : AFCPM4341K**, residing at Ram Mandir, P.O. Chinsurah (R.S.), P.S. Chinsurah, District – Hooghly, PIN-712102, **4. SRI MAINAK MONDAL**, son of Sri Dilip Kumar Mondal, by Caste– Hindu (Indian), by Profession– Business, **PAN : AEIPM8633F**, residing at “Uttarayan”, P.O. Chinsurah (R.S.), P.S. Chinsurah, District- Hooghly, Pin- 712102, **5.SRI CHANCHAL KUMAR BHATTACHARYA**, son of Prafulla Kumar Battacharya, by Caste–Hindu (Indian), by Profession – Business, **PAN : AEWPB2471A**, residing at A.C. Chatterjee Bye

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Lane, P.O. & P.S. Chandernagore, District– Hooghly, PIN-712136, and **6. SMT. LIPI BHATTACHARYA**, wife of Sri Chanchal Kumar Bhattacharya, by Caste – Hindu, by Profession – Business, **PAN : AEGPB1837C**, residing at A.C. Chatterjee Bye Lane, P.O.&P.S. Chandernagore, District- Hooghly, PIN-712136, hereinafter referred to and called as the **“BUILDER/DEVELOPER”** (which expression or term shall unless excluded by or repugnant to the subject or context be deemed to mean and include their legal heirs, successors, administrators, executors, representatives and assign)of the **SECOND PART**.

AND

1., son/wife of, by religion:....., Indian Citizen, by Profession:, PAN:, Holding AADHAR:, Residing at, P.O..... P.S....., Dist.-....., PIN:....., State:.....,

2., son/wife of, by religion:....., Indian Citizen, by Profession:, PAN:, Holding AADHAR:, Residing at, P.O..... P.S....., Dist.-....., PIN:....., State:....., hereinafter called the **“PURCHASER”** (Which expression shall unless excluded by or repugnant to the subject or context shall be deemed to mean and include her heirs, successors, executors, administrators, legal representatives and or assigns) of the **THIRD PART**.

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WHEREAS all that piece and parcel of Bastu Land admeasuring 9 Cottahs 6 Chittaks 2 Sq.ft. equivalent to 0.155 Acre appertaining to R.S.Dag No. 655 under R.S. Khatian No. 375, corresponding to L.R. Dag No.885, under L.R. Khatian Nos.480, 2937, 2938 and 802, AND Bastu Land admeasuring 4 Cottahs 4 Chittaks 21 Sq.ft. equivalent to 0.071 Acre appertaining to R.S.Dag No. 666 under R.S. Khatian No. 377, corresponding to L.R. Dag No.896, under L.R. Khatian Nos. 480, 802, 2449, 2451,2937 and 2938 both are within Sheet No. 24, Mouza Chandernagore, J.L. No.1, P.S. Chandernagore, District Hooghly and other properties previously belonged to Jogendra Chandra Khan.

AND WHEREAS that said Jogendra Chandra Khan settled the aforesaid property in favour of Ganesh Chandra Khan, Kartick Chandra Khan and Bishnu Chandra Khan by executing a Deed of Trust dated 26.06.1946 registered at the Office of Additional Registrar of Assurances, Kolkata.

AND WHEREAS that after demise of said Jogendra Chandra Khan, said Trustees Ganesh Chandra Khan, Kartick Chandra Khan and Bishnu Chandra Khan divided the said properties into three equal share by executing an Indenture dated 23.11.1954.

AND WHEREAS that subsequently said Kartick Ch. Khan and Ganesh Ch. Khan being incapable to act as trustee and they retired and as per the terms of the Deed and Smt. Lilabati Khan wife of Bishnu Ch. Khan became trustee by a Deed of Indenture dated 23/11/1954 registered in the office of Registrar of Assurance, Kolkata.

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AND WHEREAS that said Bishnu Chandra Khan and Lilabati Khan became absolute owners of the said properties and their names were duly recorded in R.S.R.O.R. etc.

AND WHEREAS that said Lilabati Khan died intestate on 03.08.1978 and Bishnu Ch. Khan died intestate on 15.03.1988 living behind their three sons namely 1. SRI DEBI PROSAD KHAN , 2. GANGA PROSAD KHAN & 3. SRI BHASKAR KHAN alias SRI BHASKAR PROSAD KHAN as their sole legal heirs and successors and being absolute owners of the said properties they were owning and possessing the same by paying rates and taxes to competent authority .

AND WHEREAS that said Ganga Prasad Khan died intestate on 18.08.2009 leaving behind his wife namely Smt. Snigdha Khan and only daughter namely Smt. Usha Khan (Ghosh) as his only legal heirs and successors and said Smt. Snigdha Khan and Smt. Usha Khan (Ghosh) became the joint absolute Owners of property left by Ganga Prasad Khan by way of inheritance having equal share,

AND WHEREAS that said **Sri Debi Prasad Khan, Smt. Snigdha Khan, Smt. Usha Khan(Ghosh) and Sri Bhaskar Khan** alias **Sri Bhaskar Prasad Khan** are the joint absolute owners of the above mentioned property morefully described in the Schedule hereunder and effected mutation their names before the Office of B.L & L.R.O, Singur as well as in the records of Chandernagore Municipal Corporation and possessing, enjoying the same jointly by paying rents and taxes to the Authority Concern .

AND WHEREAS that the Party of the First Part are not getting

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sufficient income from the properties mentioned in the Schedule hereunder, they have been searching for Developer/Promoter who would develop the Schedule mentioned Property at their own cost in exchange of valuable consideration in favour of the First Part after completing the proposed construction as per Building Plan sanctioned by Chandernagore Municipal Corporation. After execution of this final Agreement, all the terms and condition as laid in the final Agreement shall stand final, unto remain unchanged and binding upon till the subsistence of this Agreement.

AND WHEREAS that party of the First Part has entered into a preliminary “AGREEMENT FOR DEVELOPMENT” on 14.09.2015 which was duly notarised on 14.09.2015. The Land under L.R. Dag No.885 and 896 is bastu vacant land and free from all short of encumbrances.

AND WHEREAS that one Three storied building in the name and style of NEERA APARTMENT was constructed on the R.S. Dag No.656 but erroneously in the Sanction Plan of said Neera Apartment, R.S. Dag Nos. 655 and 666 corresponding to L.R. Dag Nos. 885 and 896 respectfully was inserted which was wrong. In order to avoid further litigation in future regarding the Schedule mentioned properties, the Second Part herein filled a Civil Suit being T.S. No.299 of 2016 before the Ld. First Court of Civil Judge(Jr.Div.) at Chandernagore against the First Part herein praying for declaration that said Neera Apartment constructed on R.S. Dag No.656 corresponding to L.R. Dag No.886.

AND WHEREAS that lastly the party of the First Part was

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agreed with the such error and also agreed to file the Compromise Petition before the Ld. Court and after hearing of both Side, Ld. Court was pleased enough to pass the Judgement on 30.11.2016 directing 'the Compromise treating the Solemnama Petition as part of Decree.

AND WHEREAS the FIRST PART has entered into a Registered Development Agreement with the SECOND PART on 29.03.2018 together with (a) General Power of Attorney 'After Registered Agreement for Development dated 29.03.2018, (b) Registered General Power of Attorney dated 29.03.2018 in favour of **SRI BIJOY GUHA MALLICK** pertaining to sale of Owners' allocation vide Registration No. I-782 dated 04.04.2018, I-786 dated 04.04.2018, IV-95 dated 12.04.2018 respectively at the office of A.D.S.R, Chandernagore.

AND WHEREAS that the Owners herein have acquired absolute title in respect of the said property specifically mentioned in the Schedule below and have established their absolute right of Ownership and has been owning and possessing the same by paying rent and taxes to the proper authorities and have clear marketable title to the said property and the said property is free from all sorts of encumbrances Charges, liens, lispensens, attachment, trust whatsoever and that the Vendors are now absolutely seized and possessed of or otherwise well and sufficiently entitled to ALL that the Schedule property.

AND WHEREAS The Owner(s) has/have appointed the Developer SUPREME CONSORTIUM to develop the schedule of premises and subsequently the Developer has obtained the Site Plan

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No. B-3/S/60(A)/17-18 dated 04-08-2017 and Building Plan No. B-3/RB/55(A)/17-18 dated 09-08-2017 sanctioned by the Chandernagore Municipal Corporation. The DEVELOPER is in Khas possession of the said property paying rents and taxes to the competent authorities.

AND WHEREAS the OWNER/DEVELOPER have now absolutely seized and possessed of or otherwise well and sufficiently entitled to all that land as described in the FIRSTSCHEDULE of property.

AND WHEREAS the Developers of the Project **SUPREME CONSORTIUM** has also appointed their Constituted Attorney namely **SRI BIJOY GUHA MALLICK**, son of Late Birendra Nath Guha Mallick having permanent residence at Lake View Housing Complex, Flat No. D/SF-3, P.O & P.S: Chandannagar, Dist: Hooghly, PIN: 712136, presently residing at Uttarayan Apartment, Flat No: D-1/3, Barabazar, P.O & P.S: Chandannagar, Dist: Hooghly, PIN: 712136, authorising **SRI BIJOY GUHA MALLICK** to act as their constituted Attorney for the purpose of execution of the Project in the Schedule property and to represent himself before all competent authority including entering into Agreement for sale with the intending purchaser(s) and obtain payment accordingly, vide **GENERAL POWER OF ATTORNEY** dated 26.08.2016 which was duly registered before the office of A.D.S.R. Chandernagore and recorded in Book No. IV, CD Volume No.0604-2016, Pages from 4051 to 4066, being No. 060400274 for the year 2016.

AND WHEREAS the Developer has developed the said property completing the construction work of the multistoried

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building in the name and style of “**SOUTH POINT**” consisting of several Flats, Shops and Car Parking Spaces containing appropriate facilities to be held and enjoyed as Flats/ Car Parking Spaces by the **PURCHASER(S)** within meaning of West Bengal Apartment Ownership Act. 1972 along with all other erections, fittings and fixtures together with the piece and parcel of land or grounds thereunder whereupon or on part where of the same is erected and building being Holhing No. 99(New), 92(Old), Mankundu Station Road,, under Ward No.21 Mohalla-Swapna Bazar of Chandernagore Municipal Corporation fully mentioned and described in the **Second Schedule** hereto and hereinafter referred to as the Building .

AND WHEREAS the **PURCHASER(S)** being satisfied with the title of the property as well as having satisfied with the construction work has agreed to purchase a Flat of the said Apartment .

AND WHEREAS the **PURCHASER(S)** has / have entered into an **Agreement for Sale** on to purchase a Residential **Flat/Shop/Garage** being No. “**.....**” , **BLOCK-**“**.....**” having Built up area of Sq.ft. and Carpet area of **..... Sq. ft.** on **.....FLOOR** together with/without a medium size Car Parking Space having area on ground floor, serial no. with sole exclusive transferable and irrevocable right to use the same together with undivided proportionate share or interest in the common parts and common services of the Building, as described in the Third Schedule, hereunder as also

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shown in the Map enclosed hereto which is to be treated as a part and parcel of this Deed at a consideration of **Rs.**/Rupees.....) only.

AND WHEREAS the common parts and common service of the building are fully described in the **Fourth Schedule** hereunder.

AND WHEREAS subsequently the price of the land proportionate to the area of the Flat mentioned in **Third Schedule** below along with the cost of construction and the common area and facilities of the Flat has been settled at **Rs.**/- (**Rupees**) **only** and the **PURCHASER(S)** has/have paid the said consideration money in full which the **VENDOR / LAND OWNER** and the **DEVELOPER** doth hereby acknowledge to have received.

NOW THIS INDENTURE WITNESSETH

That in pursuance of the aforesaid agreement and in consideration of the aforesaid payment of the entire consideration sum of **Rs.**/-(**Rupees**) **only** (as per memo below) payment of which the **VENDOR / LAND OWNER** and the **DEVELOPER** hereby acknowledge, and, of and from the same and every part thereof doth hereby acquit and release the **PURCHASER(S)** the said property being the undivided proportionate share in the land described in the **First Schedule**

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in respect of the said property together with as calculated on the basis of the area of the Flat described in the **Third Schedule** below being **.....Sq.ft.** Built up Area more or less and Carpet Area **.....Sq.ft.** more or less and that **Flat/Shop/Garage being Serial No. “.....”, BLOCK- “.....”** on the **..... FLOOR** together with/without a medium size Car Parking Space having area on ground floor, serial no. and the **VENDOR / LAND OWNER** and the **DEVELOPERS** doth hereby convey and transfer, assign and assure unto the **PURCHASER(S)** free from all encumbrances, charges, liens, trust, annuities, lispenses, attachments, Debtor and wakf charges, for maintenance and residence / business and servients or easements with **ALL THAT** the undivided proportionate share of land and the Flat/Shop/Garage and as aforesaid in the piece and parcel of land hereditament, measured more fully described in the **First Schedule** in particular the undivided proportionate share in the land underneath in respect of the Apartment of Flat/Shop/Garage described in the **Third Schedule** hereinafter referred to as “the said property” or howsoever otherwise the said property situated butted, bounded, called known, numbered, described and distinguished **TOGETHER WITH** all rights, liberties, privileges, easements, lights, appendages, appurtenance, walls, ways, paths, passages, swears, drains, water, water sources and the benefit and advantages to ancient and other right whatsoever to the said property or any part thereof now are or hereto before were hold, used, occupied or enjoyed

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or reputed to belong or be appurtenant thereto and also compounds, drains, ways, paths, passages, fences and other rights and liberties whatsoever to the said property belonging or in any way appertaining thereto and the reversion or reversions, remainder or remainders, rents, issues and profits thereof and of every part thereof and all the estate, rights, title, interest, property, claims and demands whatsoever both at law and in equity of the **VENDOR/LAND OWNER** and the **DEVELOPERS** into and upon the same or any part thereof.

TO HAVE AND TO HOLD THE SAID PROPERTY
HEREBY GRANTED conveyed and transferred or expressed or intended so to be and every part thereof unto and to the use of “the Purchasers” absolutely and forever to be held as heritable and transferable immovable property within the meaning or any law for the time being in force subject to the provisions of the West Bengal Apartment Ownership Act.1972 and its subsequent amendments and all the rules and regulations and agreement lawfully made and entered into pursuant to the provisions of the aforesaid Act and also subject to the payment of all rents, taxes, easement etc. now chargeable upon the same or which may hereafter become payable in respect thereof to the Govt. of West Bengal Municipal Authorities and the **VENDOR/ LAND OWNER** and the **DEVELOPER** doth hereby covenant with the **PURCHASER(S)** that notwithstanding any acts deeds or things by the **VENDOR/LAND OWNER** and the **DEVELOPER** made done or executed or knowingly suffered with the contrary the

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VENDOR / LAND OWNER now hath good right and full and absolute power and indefeasible title to transfer the said property hereby sold and conveyed or expressed or intended so to be with the appurtenance up to the **PURCHASER(S)** in manner aforesaid AND that “THE PURCHASE(S)” shall and may at all times hereinafter peaceably and quietly possess and enjoy the said property and every part thereof and receive the rents, issues and profits thereof without any lawful eviction interruption, claim or demand whatsoever from or by the **VENDOR / LAND OWNER** or the **DEVELOPER** or any person or persons lawfully or equitably claiming from under or through them free and clear and freely and clearly absolutely acquire exonerated and released or otherwise by and at the cost and expenses of the **VENDOR/LAND OWNER/DEVELOPER** well and sufficiently saved, indemnified and keep indemnified on and from and against all manner or claims, charges, liens, debts, attachments, encumbrances, debtor, wakf charges or maintenance and residence whatsoever made or suffered or created by the **VENDOR/LAND OWNER/DEVELOPER** or their predecessors - in - interest or any person lawfully equitably claiming any estate or interest in the said property or any part thereof from under or in trust for them and the **VENDOR / LAND OWNER/DEVELOPER** will from time to time and at all times hereinafter at the request and cost of the **PURCHASER(S)** do or execute or cause to be done and executed all such acts, deeds, matters and things whatsoever for furtherance of better and more perfectly assuring the said

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property and every part and parcel thereof unto and to the use of the **PURCHASER(S)** in any manner aforesaid or shall or may be reasonable required.

AND it is further agreed and declared between the parties as follows :-

A. That the **PURCHASER(S)** shall abide by the Bye – Laws of the Society/ Association to be formed and shall bear and pay their proportionate share of part in the common expenses required to be paid as her share of expenses as required by the other Apartment / Shop/Garage owners.

B. That the **PURCHASER(S)** shall/will use the Flat/Garage for residential purpose only and for no other purpose AND Shop shall/will use only for Commercial purpose.

C. That the **PURCHASER(S)** shall not do any work which would jeopardize the soundness or safety of the property, reduce the value thereof or impair any easement nor add any material structure without, in ever such case, the unanimous consent of all the other Flat/Shop /Car Parking Space owners in the building including the Vendors being first obtained .

D. That the **PURCHASER(S)** shall / will be liable to pay the proportionate share of Municipal Tax, Land Tax and also of the common expenses for the maintenance and management of the common areas as described in the Fifth and Sixth Schedule hereunder and such payment could have been made by the PURCHASERS to the Vendors / Developers till the society is not formed by all the Flat owners, Shop Owners and Garage owners .

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Be it mentioned that by virtue of this Deed of Conveyance of the Flat/Shop/Garage, the **PURCHASER(S)** has/ have become entitled to the proportionate share of the land and the Apartment Ownership together with the vertical support of the columns and beams easements rights over the common passage on the ground floor for egress and the common areas and facilities of the building for natural use and occupation including the roof and roof areas, Lift room and the **PURCHASER(S)** further covenant with the **VENDOR / LAND OWNER/ DEVELOPER** that they will observe the terms and conditions as laid down in the seventh Schedule hereunder .

The **Map** appended with this deed will be treated as a part and parcel of this **Deed.**

THE FIRST SCHEDULE ABOVE REFERRED TO:
(THE LAND)

District : Hooghly, District Sub-Registry Office: Hooghly, A.D.S.R. Office & P.S. & Mouza : Chandernagore, J.L. No. 1, Sheet No. 24:-

A. ALL THAT piece and parcel of **BastuLand** measuring and aggregate area of **0.155 Acre equivalent to 9 (Nine) Cottahs 6 (Six) Chittaks 2 (Two) Sq. ft.** appertaining to **R.S.Dag No. 655** (Six Hundred Fifty Five) under **R.S. Khatian No. 375** (Three Hundred Seventy Five) corresponding to **L. R. Dag No. 885** under **L. R. Khatian Nos. 480, 2937, 2938 and 802.**

BUTTED AND BOUNDED BY :

NORTH : Mankundu Station Road.

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EAST : Property of L. R. Dag No. 886.

SOUTH : Property of L. R. Dag No. 896 & Common Passage.

WEST : Property of L. R. Dag Nos. 883 & 884.

OR HOWSOEVER OTHERWISE the said Property is butted bounded called known numbered described or distinguished.

B. ALL THAT piece and parcel of **Bastu Land** admeasuring and agreegate area of **0.071 Acre equivalent to 4 (Four) Cottahs 4 (Four) Chittaks 21 (Twenty One) Sq. ft.** appertaining to **R.S.Dag No. 666** (Six Hundred Sixty Six) under **R.S. Khatian No. 377** (Three Hundred Seventy Seven) corresponding to **L. R. Dag No. 896** under **L. R. Khatian Nos. 480, 802, 2449, 2451, 2937 and 2938.**

Total area of Land is 13 Cottahs 10 Chittaks 23 Sq.ft.

Yearly rent payable to B.L & L.R.O. Singur.

The properties comprised in Holhing No. 99(New), 92(Old), Mankundu Station Road, under Ward No. 21 of Chandernagore Municipal Corporation, P.O. & P.S. Chandernagore, District Hooghly.

BUTTED AND BOUNDED BY :

NORTH : Property of L. R. Dag Nos. 885 & 886.

EAST : Property of L. R. Dag Nos. 895.

SOUTH : Common Passaage

WEST : Property of L. R. Dag Nos. 885.

THE SECOND SCHEDULE ABOVE REFERRED TO

(THE BUILDING)

The building name and Style of **“SOUTH POINT”** constructed in Holhing No. 99(New), 92(Old), Mankundu Station Road, under Ward No. 21of Chandernagore Municipal Corporation,

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P. S. Chandernagore, District Hooghly, being the land described in the **First Schedule** according to the Site Plan No. B-3/S/60(A)/17-18 dated 04-08-2017 and Building Plan No. B-3/RB/55(A)/17-18 dated 09-08-2017 sanctioned by the Chandernagore Municipal Corporation.

THE THIRD SCHEDULE ABOVE REFERRED TO:
(THE UNIT)

ALL THAT the **Residential Flat/Shop/Garage** on
FLOOR bearing **No. “.....”**, **BLOCK-“.....”** aggregating approximately Built up area of(.....) **Sq.ft.** and **Carpet Area of(.....) Sq.ft.** together with/without a medium size Car Parking Space having area on ground floor, serial no. of **“SOUTH POINT”** COMPLEX referred to the **Second Schedule** situate on the Land referred in the **First Schedule** alongwith proportionate share of common areas and facilities attached to the building mentioned in the **Second Schedule** referred above **TOGETHER WITH** proportionate undivided and impartible share and/or interest in the land underneath the said building.

THE FOURTH SCHEDULE ABOVE REFERRED TO
(COMMON PARTS & PORTIONS)

- A. Entrance, exits, boundary walls, water body, common paths and passages, common toilets and covered space in ground floor for two wheelers parking, water body and surrounding walls .
- B. Stair case, stair case landings on all floor, and roof areas, lift room etc.

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C. Rooms and spaces for water pumps, overhead water tanks, reservoir, Lift(s), water pipes, foundations, columns, beams, supports, external electrical installations, switch (s), switch board (s) and all other electrical wiring, fittings, drains, sewerage, all other pipes including rain water and waste water, concealed or exposed, other installation (s) in or around the Building (except only those are installed within the exclusive area of any Unit and / or exclusively for the use of the Purchaser).

D. Such other common parts, areas, equipment, installations, fittings, space in or about the building as are necessary for the common use and/or enjoyment by the co-sharers of the same building.

THE FIFTH SCHEDULE ABOVE REFERRED TO
(COMMON EXPENSES)

A. All expenses for maintenance's, operating, replacing, repairing, renovating, painting of the common portion and the common areas in the building including the water body and outer walls of the building .

B. All the expenses for running and operating all machinery equipment and installations comprised in the common portions including water pumps, Lift(s), electrical installations including the cost of repairing, renovating and replacing the same.

C. Salaries and other emoluments and benefits of and all other expenses of the persons employed or to be employed for the common purposes such as Caretaker, supervisor, accountant, darwans, security personnel, sweepers, plumber, electricians and other maintenance's staff, if any.

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D. Cost of insurance premium for insurance of the building and/or the common portions;

E. Municipal Tax, Land Tax, Water tax and other levied in respect of the premises and the building (save and except those are separately assessed in respect of any unit of the Purchaser/s).

F. Costs of formation and operation of the service Organization / Association including the Office expenses.

THE SIXTH SCHEDULE ABOVE REFERRED TO:

(MANAGEMENT & MAINTENANCE)

A. The Co-owners of the flats / shops shall form an Association / Society for the common purposes including taking over all obligations with regard to management, control and operation of all the common portions of the said building under West Bengal Apartment Ownership Act. 1972. The Association or Society may frame rules , regulations and bye - laws from time to time for maintaining quiet and peaceful enjoyment of the said building .

B. Upon formation of the Association / Society the VENDORS / LAND OWNERS and the Developers shall transfer all its rights and obligation as also residue then remaining of the deposits made by the PURCHASER(S) or otherwise after adjusting all amounts then remaining due and payable by the PURCHASER(S) and the amounts so transferred henceforth be so held by the Association / Society under the account of PURCHASER(S) for the purpose of such deposits .

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THE SEVENTH SCHEDULE ABOVE REFERRED TO:

(THE PURCHASERS SHALL NOT DO THE FOLLOWING)

- A. To obstruct the VENDORS / DEVELOPERS or the Association/Society in their Act relating to the common purposes;
- B. To injure, harm or damage the common portions or any other units in the building by making any alteration or withdrawing any support or otherwise.
- C. To alter any portion, elevation or colour scheme of the building;
- D. To carry on or to be carried on any obnoxious, injurious, dangerous, offensive illegal or immoral activity in or through the unit or in the common portions.

- E. To affix or draw any wires, cables, pipes, from and to or through any common portion for outside walls of the building or other units except for the common purpose of laying out of wires for T.V & Telephone .

- F. To keep any heavy Articles or things which are likely to damage the floor or operate any machine other than the usual home appliances.

- G. To make any such structural additions or alterations in the said unit or any part thereof which would affect the structural stability of the said building.

- H. To use the said unit for the purpose of Hotel, Club,

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Restaurant, Nursing Home, Boarding / lodging house etc. which do not come within the purview of normal livelihood .

J. To do any acts or Deeds which are forbidden by the rules and or regulations framed from time to time by the Association / Service organisation for the common purpose and for quite peaceful and beneficial enjoyment of the building.

Be it mentioned that The West Bengal Housing Industry Regulatory Authority Act and subsequent amendments came into effect shall be applicable and shall be abide by all parties involved in the Deed of Sale.

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 WITHINNAMED VENDORS /
LAND OWNERS AND THE DEVELOPERS
IN THE PRESENCE OF WITNESSES :

1.

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2.

**SIGNATURE OF THE VENDORS
/ LAND OWNERS**

SIGNATURE OF THE DEVELOPERS

SIGNATURE OF THE PURCHASERS

MEMO OF CONSIDERATION

RECEIVED by the within named **VENDOR / DEVELOPER**
from the within named **PURCHASER**, the sum of **Rs.**/-
(.....) only.

Sl. No. **Chq. No. & Date** **Bank & Branch** **Amount(Rs.)**

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WITNESSES:

1.

**SIGNATURE OF THE VENDOR(S)
/ LAND OWNER(S)**

2.

SIGNATURE OF THE DEVELOPERS

Drafted by _____
Advocate
Chandernagore Court

Comp. Print by/Typed by

Chandernagore Court .

Date:

ALLOTMENT LETTER
To Whom So Ever It May Concern

This is to confirm that Mr. / Mrs.
..... residing at
..... has / have
booked the Flat / Commercial Unit bearing Serial No. on
..... floor aggregating Builtup area Sq. Ft. and Carpet area
..... Sq. Ft. along with / without one medium size Car Parking Space
bearing Serial No. on ground floor aggregating Builtup area
..... Sq. Ft. and Carpet area Sq. Ft. in our '**SOUTH POINT**'
Apartment at Tematha, Swapna Bazar, Chandernagore, Hooghly paying a booking
consideration of **Rs./- (Rupees)** plus GST **Rs. (Rupees
.....)** only, totaling **Rs./- (Rupees One Lakh)** only which
has duly been acknowledged vide Money Receipt No. Dated
..... . The consideration payable by the Purchaser(s) towards the aforesaid
purchase @ **Rs. (Rupees)** against the
residential unit and **Rs. (Rupees)** only
against the Car Parking Space. The total consideration payable by the Purchaser(s)
(Flat plus Car Parking) is **Rs. (Rupees)** only plus
G.S.T. @ 12% amounting to **Rs. (Rupees)** only
amounting to **Rs. (Rupees)** only.

We have no objection what so ever if the aforesaid purchaser(s) obtain
permission from the concerned employer and proceed to obtain financial loan
from the bank or any other financial institutions at his / her own capacity with
due compliances of all requisite norms.

The purchaser(s) is/are hereby requested to enter into an Agreement To Sale pertaining to the aforesaid purchase at an early date but not exceeding 45(Forty Five) days from this letter date.

Thanking you.

Yours faithfully,

SUPREME CONSORTIUM

(Partner and/or Authorised Signatory)

Note:- Basic Price agreed to be paid by the Purchaser(s) @ Rs. per Sq. ft. for the Flat and Rs. for Car Parking inclusive of 6% G.S.T and balance 6% G.S.T to be collected from Purchaser(s).