



## AGREEMENT

1. Date: \_\_\_\_\_
2. Place: Kolkata
3. Parties:
  - 3.1 **Priyama Majumdar alias Priyam Mozumdar**, wife of Udayshankar Majumder *alias* Uday Sankar Mozumdar, residing at Roychand Dey Street, Sonarpur, Ward No.6, Kolkata-700103, Police Station Sonarpur, Post Office -Narendrapur, District - South 24 Parganas [PAN AERPM1388J]
  - 3.2 **Udayshankar Majumdar *alias* Uday Sankar Mozumdar**, son of Biswasundar Mozumdar *alias* Bishwasundar Majumder, residing at Roychand Dey Street, Sonarpur, Ward No.6, Kolkata-700103, Police Station Sonarpur, Post Office Narendrapur, South 24 Parganas [PAN AHCPM2288H]
  - 3.3 **Priyanka Sarkar**, wife of Koushik Sarkar, residing at Vivekananda Sarani, Block V, Kolkata-700129, Police Station Barasat, Post Office Madhyamgram, District North 24 Parganas [PAN CDVPS3520H]
  - 3.4 **Yagnik Mazumder**, son of Uday Shankar Mazumdar, residing at 41, Kasaripara Road, Kolkata-700025, Police Station Kalighat, Post Office Kalighat [PAN CONPM7715P]
  - 3.5 **Surajit Chakraborty**, son of Late Debendra Chakraborty, residing at 30/2, Harmohan Ghosh Lane, Kolkata-700088, Police Station Beliaghata, Post Office Phoolbagan [PAN AIKPC9995Q]

(collectively **Owners**, which expression shall unless excluded by or repugnant to the context be deemed to include their respective heirs, executors, legal representatives, administrators, successors-in-interest and/or assigns)

All being represented by their Constituted Attorney namely, **Realmark Oracle Project LLP**, a Limited Liability Partnership, having its registered office at 209 AJC Bose Road, Karnani Estate, 4th floor, Room No. 170B, P.S. - Maidan, P.O. AJC Bose Road, Kolkata - 700 017 [**PAN AASFR5988E**], being represented by one of its Designated Partner namely, **Gagan Lohia**, son of Gopal Prasad Lohia, working for gain at Marcentile Building, 9 Lalbazar Street, Block -A, Suit - 68, Kolkata 700 001, [**PAN AAVPL2914M**] [appointed by virtue of General Power of Attorney dated 1<sup>st</sup> April, 2016, registered in the Office Of District Sub-Registrar-IV, South 24 Parganas, in Book No. I, Volume No. 1604-2016, at Page from 57272 to 57321, being Deed No. 160402069, for the year 2016 and supplementary Power of Attorney dated 7<sup>th</sup> February, 2017, registered in the Office Of District Sub-Registrar-IV, South 24 Parganas, in Book No. I, Volume No. 1604-2017, at Page from 13753 to 13784, being Deed No. 160400455, for the year 2017] of the FIRST PART;

And

- 3.6 **Realmark Oracle Project LLP**, a Limited Liability Partnership, having its registered office at 209 AJC Bose Road, Karnani Estate, 4th floor, Room No. 170B, P.S. - Maidan, P.O. AJC Bose Road, Kolkata - 700 017 [**PAN AASFR5988E**], being represented by one of its Partner namely, **Gagan Lohia**, son of Gopal Prasad Lohia, working for gain at Marcentile Building, 9 Lalbazar Street, Block -A, Suit - 68, Kolkata 700 001, [**PAN AAVPL2914M**]

(**Developer**, which expression shall unless excluded by or repugnant to the context be deemed to include successors-in-interest and/or assigns)

And

- 3.7 **Sole/First Applicant:**

MR./MRS \_\_\_\_\_, C/o \_\_\_\_\_, residing at  
 \_\_\_\_\_ (PAN \_\_\_\_\_)

Second Applicant

MR./MRS. \_\_\_\_\_, C/o, of \_\_\_\_\_ residing at  
 \_\_\_\_\_ (PAN DDGPS5416G)

(Buyer, includes successors-in-interest).

Owners, Developer and Buyer collectively **Parties** and individually **Party**.

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

4. Subject Matter of Agreement

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

4.1.1 **Said Flat:** Residential Flat No. \_\_\_\_\_ on \_\_\_\_\_ floor, having super built-up area of approximately \_\_\_\_\_ (\_\_\_\_\_) sq. ft., more or less, more fully described in **Part-I** of the 2<sup>nd</sup> **Schedule** below and delineated on the **Plan** annexed hereto and bordered in colour **Red** thereon (**Said Flat**) in the proposed named "**Realmark Oracle**" (**Said Building**), the Said Building being on a divided and demarcated portion of land comprised in Municipal Holding No. 460, N. S. Road, Police Station Sonarpur, Post Office -Narendrapore, Kolkata-700103, District 24 Parganas (South), within the limits of Rajpur-Sonarpur Municipality, Ward No. 26, more fully described in the 1<sup>st</sup> **Schedule** below (**Said Property**).

- 4.1.2 **Land Share:** Subject to the provisions of Clause 6.1.1 below, undivided, impartible, proportionate and variable share in the land underneath the Said Block, comprised within the Said Property, as be attributable and appurtenant to the Said Flat (**Land Share**). The Land Share is/shall be derived by taking into consideration the proportion which the super built-up area of the Said Flat bears to the total super built-up area of the Said Block.
- 4.1.3 **Said Parking Space:** The right to park in the parking space/s described in **Part II** of the **2<sup>nd</sup> Schedule** below (**Said Parking Space**), if any.
- 4.1.4 **Share In Common Portions:** Undivided, impartible, proportionate and variable share and/or interest in the common areas, amenities and facilities of the Said Block and the Said Building as be attributable and appurtenant to the Said Flat (**Share In Common Portions**), the said common areas, amenities and facilities being described in the **3<sup>rd</sup> Schedule** below (collectively **Common Portions**, which includes extensions and additions of common areas, amenities and facilities made from time to time, if any).
- 4.1.5 **User Rights in Specified Facilities:** Conditional right, only of user and enjoyment (**User Rights**) on certain amenities and facilities as may be provided [for illustration purpose only, such as swimming pool, Double height community hall, Gymnasium, Indoor play room, kids play area, Adda zone, arterial and internal roads, pathways, walkways, landscaped green areas, central drainage and sewage pipeline and connection with Municipality/Panchayat/PWD, domestic and fire water reservoirs, deep or shallow tube well etc. (collectively **Specified Facilities**)]. It is clarified that (1) the Developer shall have absolute right to modify the Specified Facilities and (2) the Specified Facilities shall be available for use in common by all owners/occupants of all other unit/s of the Said Building.

The Said Flat, the Land Share, the Said Parking Space (if any), the Share In Common Portions and the User Rights in Specified Facilities collectively described in **Part III** of the **2<sup>nd</sup> Schedule** below (collectively **Said Flat And Appurtenances**).

## 5. Background

5.1 **Absolute Ownership:** The Owners have represented to the Buyer that the Owners are the joint owners of the Said Property by virtue of events and circumstances, described in **Part-II** of the **1<sup>st</sup> Schedule** below, free from all encumbrances.

5.2 **Development Agreement:** For the purpose of developing and commercially exploiting the Said Property by construction and selling various flats/spaces therein (collectively **Flats**), the Owners entrusted the work of development of the Said Property to the Developer, on the terms and conditions recorded in an agreement in writing entered into between the Owners of the one part and the Developer of the other part dated 16<sup>th</sup> March, 2016, registered in the Office of District Sub-Registrar-IV, Alipore, South 24 Parganas, recorded in Book No. I, CD Volume No. 1604-2016, at Pages from 51248 to 51342, being Deed No. 160401792 for the year 2016 and supplementary Development Agreement dated 7<sup>th</sup> February, 2017, registered in the Office of District Sub-Registrar-IV, Alipore, South 24 Parganas, recorded in Book No. I, CD Volume No. 1604-2017, at Pages from 13785 to 13821, being Deed No. 160400456 for the year 2017 (**Development Agreement**). In terms of the Development Agreement, the Developer has become entitled to sell, transfer, encumber or otherwise alienate or dispose of certain numbers of Flats, Parking Spaces and other saleable spaces and to appropriate the entire consideration thereof.

5.3 **Sanctioned Plans:** Pursuant to the Development Agreement, for construction of the Said Building, the Developer has got a building plan sanctioned by Rajpur-Sonarapur Municipality, being Approval No. 265/CB/26/25 dated 9<sup>th</sup> February, 2017 (**Sanctioned**

**Plans**, which includes all sanctioned/permissible vertical/horizontal extensions and modifications made thereto, from time to time by Rajpur-Sonarpur Municipality and other Authorities).

- 5.4 **Commencement of Construction:** The Developer has commenced construction work on the Said property and announced sale of Flats and Parking Spaces therein.
- 5.5 **Scheme:** The Developer formulated a scheme for sale of the Flats and Parking Spaces in the Said Building to prospective purchasers (**Intending Buyers**).
- 5.6 **Application and Allotment:** The Buyer has applied to the Developer for purchase of the Said Flat And Appurtenances and the Developer has provisionally allotted the same to the Buyer conditional upon the Buyer entering into this Agreement and fulfilling all terms and conditions hereof, without default.
- 5.7 **Agreement to Record:** Pursuant to the aforesaid application made by the Buyer, this Agreement is being entered into between the Parties for recording the conclusive and comprehensive terms and conditions (superseding all brochures, offerings, advertisements, documents [oral or in writing, express or implied] and understandings) for sale of the Said Flat And Appurtenances to the Buyer.

## 6. Conditions Precedent

- 6.1 **Acceptance of Conditions Precedent:** The Parties have accepted and agreed that the following are and shall be the conditions precedent to this Agreement:
- 6.1.1 **Understanding of Scheme by Buyer:** The undertaking and covenant of the Buyer that the Buyer has understood and accepted the under mentioned scheme of development of the Developer:

- (a) **Development of Said Property:** The Developer intends to develop the entirety of the Said Property by constructing the Said Building and the Buyer hereby accepts the same and shall not, under any circumstances, raise any objection or hindrance thereto.
- (b) **Sanctioned Plans and Modifications:** In pursuance of such intention, the Sanctioned Plans of the Said Building have been and or shall further be sanctioned by Rajpur-Sonarpur Municipality and other authorities but the Developer may also have the Building Plans of the entirety of the Said Building sanctioned as a composite plan.
- (c) **Extent of Rights:** The rights of the Buyer are limited to (1) the Said Flat (2) the Land Share (3) the Share In Common Portions and (4) the right to park in the Said Parking Space (if any) and the User Rights in the Specified Facilities and the Buyer hereby accepts the same and the Buyer shall not, under any circumstances, raise any claim of ownership contrary to the above including but not limited to claim of ownership on the Specified Facilities or any other component or constituent of the Said Building.
- (d) **Common Portions Subject to Change:** The Common Portions shall always be and remain subject to change and modification, as be deemed fit and necessary by the Developer, to accommodate its future plans regarding the Said Property and the Buyer hereby accepts the same and the Buyer shall not, under any circumstances, raise any objection or hindrance thereto.
- (e) **Only User Rights on Specified Facilities:** The Buyer shall only have User Rights on the Specified Facilities and the Buyer hereby accepts the same and the Buyer



shall not, under any circumstances, raise any claim of ownership on any component or constituent of the Specified Facilities.

- (f) **Location of Specified Facilities:** The Specified Facilities may either be located outside the Said Property or may be part of the Said Property; if some of the Specified Facilities are part of the Said Property, then and in such event such part of the Said Property on which the Specified Facilities are located shall be deemed to be excluded from the area of the Said Property and the Land Share being agreed to be transferred to the Buyer shall not under any circumstances extend to and include such part. The Buyer hereby accepts the same and shall not, under any circumstances, raise any objection or hindrance in this regard.

6.1.2 **Financial and Other Capacity of Buyer:** The undertaking of the Buyer to the Owners and the Developer that the Buyer has the financial and other resources to meet and comply with all financial and other obligations under this Agreement, punctually.

6.1.3 **Satisfaction of Buyer:** The undertaking of the Buyer to the Owners and the Developer that the Buyer is acquainted with, fully aware of and is thoroughly satisfied about the title of the Owners, right and entitlement of the Developer, the Sanctioned Plans (alteration, modification and/or regularization in the sanctioned plan, lay out and construction etc.), all the background papers, the right of the Owners and the Developer to enter into this Agreement, the scheme of development described above and the extent of the rights being granted in favour of the Buyer and the all covenants (either to act and/or to omit) mentioned above and elsewhere in this Agreement and the Buyer hereby accepts the same and shall not raise any objection with regard thereto.

6.1.4 **Measurement:** The mutual agreement by and between the Parties that the measurement of the Said Flat as mentioned in this Agreement is tentative and (1) if any

variation in the final measurement of the Said Flat will be communicated by the Developer on completion of its construction (2) the super-built up area of the Said Flat shall be certified by Messieurs Raj Agarwal & Associates of 8B, Royd Street, 2nd Floor, , Kolkata- 700016 or such other architect or architects as may be appointed by the Developer from time to time (**Architect**) (3) the carpet area up area of the Said Flat shall mean with reference to the said Flat the net usable floor area thereof, excluding the area covered by the external walls, areas under services shafts, exclusive balcony or verandah area and exclusive open terrace area, but includes the area covered by the internal partition walls thereat and (4) neither of the Parties shall question and/or challenge the built up area certified by the Architect, at any time or under any circumstances. The Total Consideration (defined in Clause 8.1 below) shall increase or decrease on the basis of any variation in the final measurement as certified by the Architect. The Buyer hereby accepts the above and shall not raise any objection with regard thereto.

**6.1.5 Said Parking Space and Terms of Allotment:** The mutual agreement by and between the Parties is that the Said Parking Space (if any has been agreed to be taken by the Buyer) (1) shall be allotted to the Buyer only after completion of construction but simultaneously with delivery of possession of the Said Flat (2) if covered/sheded, the Parking Space may be dependent or independent and in the ground floor of the Said Building and if open, the Parking Space may be dependent or independent and at any place in the ground level of the Said Building (3) if for two wheeler, at any place in the ground level reserved for the parking of two wheelers only, pertinent to mention herein that, under no circumstances, the Buyer shall park or allowed to be parked any two wheeler in any other place of the Said Building other than the area allotted (4) the Parking Space can only be used for parking of a medium sized motor car or two wheeler of the Buyer and not for any other purposes and (5) the Buyer will have only right to park in the Parking Space. The Buyer hereby accepts the above and shall not raise any objection with regard thereto.

- 6.1.6 **Rights Confined to Said Flat And Appurtenances:** The undertaking of the Buyer to the Owners and the Developer that the right, title and interest of the Buyer is confined only to the Said Flat And Appurtenances and the Developer is entitled to deal with and dispose off all other portions of the Said Property and the Said Building to third parties at the sole discretion of the Developer, which the Buyer hereby accepts and to which the Buyer, under no circumstances, shall be entitled to raise any objection.
- 6.1.7 **Covenants:** The mutual agreement and acceptance by and between the Parties that (1) the covenants of the Buyer (**Buyer's Covenants**) and the covenants of the Owners and the Developer (**Owners' And Developer's Covenants**) as mentioned in Clause 10 and its Sub-Clauses below shall perpetually run with the land (2) the Buyer's Covenants and the Owners' And Developer's Covenants (collectively **Covenants**) shall bind them and their successors-in-title or interest and (3) this Agreement is based on the undertaking that the Buyer's Covenants and the Owners' And Developer's Covenants shall be strictly performed by the Buyer, the Owners and the Developer, respectively.
- 6.1.8 **Common Portions Indicative:** In addition to the provisions of Clause 6.1.1 (g) above, the mutual agreement by and between the Parties that although the Common Portions are described in the **3<sup>rd</sup> Schedule** below, the said descriptions are only indicative and are not intended to bind the Developer in any manner. The Developer shall, in the absolute discretion of the Developer, be entitled to modify or improvise upon the Common Portions and the Buyer hereby accepts the same and shall not raise any objection in this regard and/or have any claim, either financial or otherwise, against the Developer for such modification or improvisation.

## 7. Commencement and Validity

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

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

## 8. Total Consideration, Payment and Extras

8.1 **Total Consideration:** The consideration for sale of the Said Flat, the Land Share, the Share In Common Portions grant of User Rights over the Specified Facilities and right to use the Said 1 (one) Covered/Open Parking Space, Both are collectively Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) (Total Price of Flat And Appurtenances) to be paid in full to the Developer, which the Parties confirm and accept. The Total Consideration has been fixed by mutual consent and hence it shall not be open to question by any Party **provided however** the Total Consideration shall vary proportionately in the manner mentioned in Clause 6.1.4 above and does not include the Extras (defined in Clause 8.4 below) and **provided further** that the Buyer shall also be liable to pay the Service Tax or any other taxes as be applicable from time to time. The Purchaser has been informed that the Total Consideration amount payable by the Purchaser to the Owners/Developer has been arrived at on the basis of the super built-up area of the Said Flat and the Purchaser has fully understood the same and hereby agrees and consents to the same.

8.2 **Payment of Total Consideration and GST:** The Total Consideration GST (as be proportionate to the payment being made) shall be paid by the Buyer in the manner mentioned in the chart below, time being the essence of contract. The Buyer agrees and covenants not to claim any right or possession over and in respect of the Said Flat

And Appurtenances till such time the Buyer has paid the entirety of the Total Consideration and the Extras and all other amounts agreed to be paid or deposited under this Agreement.

Sl.	Payment Description	Amount/Percentage
1.	On Booking	Rs.1,00,000/-+ GST and any other taxes (as applicable)
2.	On execution of Agreement for Sale [Within 15 (fifteen) days of booking] LESS Booking Amount	20% Of Total Consideration + GST and any other taxes (as applicable) (-Booking Value) + (50% of Legal Fees)
3.	On Piling	10% Of Total Consideration + GST and any other taxes (as applicable)
4.	On 1 <sup>st</sup> Floor Casting of the Said Building	10% of Total Consideration + GST and any other taxes (as applicable)
5.	On 3 <sup>rd</sup> Floor Casting of the Said Building	10% of Total Consideration + GST and any other taxes (as applicable)
6.	On 6 <sup>th</sup> Floor Casting of the Said Building	10% of Total Consideration + GST and any other taxes (as applicable)
7.	On 9 <sup>th</sup> Floor Casting of the Said Building	10% of Total Consideration + GST and any other taxes (as applicable)
8.	On 12 <sup>th</sup> Floor Casting of the Said Building	10% of Total Consideration + GST and any other taxes (as applicable)
9.	On Brickwork of the Said Flat	5% of Total Consideration + GST and any other taxes (as applicable)
10.	On Internal Plaster of Paris	5% of Total Consideration + GST and any

	(POP) Work of the Said Flat	other taxes (as applicable)
11.	On Possession of Flat	10% of Total Consideration + GST and any other taxes (As applicable) + Balance Amount of Legal Fees (+) 100% of Generator Charges(+) 100% of Electricity/Transformer Charges(+)100% of formation of Association charges+ any other charges/deposits

8.3 **Notice for Payment:** On happening of each event mentioned in Sl. Nos. 1 to 11 of the chart above, the Developer shall give written notice by post/courier (and by email, if the Buyer supplies the Buyer's email ID) to the Buyer (**Payment Notice**), quantifying the amount payable by the Buyer. Within 7 (Seven) days of the date of the Payment Notice, the Buyer shall (unconditionally, without demur and without raising any dispute about service/receipt of the Payment Notice), pay the amount quantified in the Payment Notice, if the Buyer make defaults or delays in making payment within the time specified herein above, the Buyer shall be liable to pay an interest @18% (Eighteen percent) per annum to be calculated on compounded basis, in case the delay continues for more than 3 (three) months, then the Buyer shall be deemed to be in default and the consequences mentioned in Clause 12.1 shall follow. The Buyer covenants that the Buyer shall regularly and punctually make payment of the installments of the Total Consideration in the manner mentioned in the chart above and this Agreement is and shall be deemed to be sufficient notice to the Buyer about the obligation to make payment. Timely payment of the Total Consideration and the Extras (defined in Clause 8.4 below) shall be the essence of the contract. The payments are to be made by A/c payee cheques / drafts or by electronic transfer and the same shall be made payable at Kolkata and favouring "*Realmark Oracle Project LLP*" or such name as may be notified by the Developer.

- 8.4 **Extras:** In addition to the Total Consideration, the Buyer shall also pay to the Developer/other concerned person/entity (as specified below), as and when demanded, the following amounts (collectively **Extras**), proportionately or wholly (as the case may be), with GST thereon, towards:
- 8.4.1 **Increase Due to Circumstances Of Force Majeure:** any increase and/or escalation in the cost of construction due to Circumstances Of Force Majeure (defined in Clause 16.1 below), proportionately, to the Developer.
- (a) **Special Amenities/Facilities:** providing any special amenities/facilities in the Common Portions (save and except those described in the **3rd Schedule** below) and improved specifications of construction of the Said Flat over and above the specifications described in the **4<sup>th</sup> Schedule** below (**Specifications**).
- (b) **Electricity Meter Common Portions:** security deposit and all other billed charges of the supply agency for providing electricity meter to the Common Portions, Specified Facilities.
- (c) **Betterment Fees:** betterment or other levies that may be charged/imposed by any government authorities or statutory bodies on the Said Property or the Said Flat and Appurtenances or its transfer in terms hereof.
- (d) **Formation of Association:** The cost for forming the Association [ Association shall always mean and include any Company incorporated under the Companies Act, 2013 or any association under the West Bengal Apartment Ownership Act, 1972 or a syndicate or the flat/unit owners in the Said Building as may be formed by the Developer immediately after the completion of the Said Building and the possession is made over to the Flat/ Unit owners for the common purposes as per section 10 of West Bengal Building (Regulation and Promotion of Construction and Transfers by

Promoters) Act, 1993 having such rules, regulations and restrictions as may be deemed proper and necessary], being a sum of Rs.5,000/- (Rupees five thousand) per unit.

- (e) **Maintenance Charge:** proportionate share (**Maintenance Charge**) in the common expenses indicatively described in **5th Schedule** below (**Common Expenses**), from the Date of Possession Notice to the Developer and thereafter to the facility manager.
- (f) **Taxes:** GST, , and/or any other imposition levied or may be levied in future by the State Government, Central Government or any other authority or body on the Developer and the Owners from time to time

#### 8.4.2 **Wholly:** Wholly, costs, expenses, deposits and charges towards:

- (a) **Electricity/Transformer:** obtaining HT/LT electricity supply from the supply agency, @ Rs.35/- (Rupees thirty five) per square feet, based on the super built-up area of Said Flat or as per actual, whichever is higher, to the Developer. The entirety of the Electricity charges are to be paid at the time of the Possession to the Developer (defined in Clause 9.5.1 below).
- (b) **Electricity Meter for Said flat:** security deposit and all other billed charges of the supply agency for providing electricity meter to the Said Flat, at actual.
- (c) **Generator:** stand-by power supply to the Said Flat from diesel generators, @ being a sum of Rs.20,000 (Rupees twenty thousand) Per KVA . The entirety of the Generator installation charges is to be paid to the Developer on the Date of Possession where 1 KVA is mandatory for 2BHK units and 1.5 KVA is mandatory for 3BHK units. (defined in Clause 9.5.1 below).
- (d) **Legal Fees:** Rs.15,000/- (Rupees fifteen thousand) @ per flat as documentation charge for this Agreement and all further documents in pursuance of this Agreement. 50% (fifty



percent) of the documentation charge shall be paid at the time of this Agreement and the balance 50% (fifty percent) shall be paid on the Date Of Possession (defined in Clause 9.5.1 below) to the Developer. Stamp duty, registration fees, fixed miscellaneous expenses for registration and all other fees and charges, if any, shall be borne by the Buyer and paid directly to the concern person 7 (seven) days prior to the date of registration.

- (e) **Association Formation Charge:** The buyer shall pay to the Developer a sum of Rs.5,000/-@ per flat towards forming of association of the Owners. The entirety of the Generator installation charges is to be to the Developer on the Date of Possession (defined in Clause 9.5.1 below).
- (f) **Common Expenses/Maintenance Deposit:** interest free deposit as security for payment of Common Expenses/Maintenance Charges, a sum of Rs.1.5/- (One Rupees Fifty Paisa) @ per square feet, per month, for 12 (Twelve) months (payable at the time of possession), to be calculated on the super built-up area, from the Date Of Possession (defined in Clause 9.5.1 below) (**Common Expenses/Maintenance Deposit**), which shall be handed over to the Association, upon formation.
- (g) **Sinking Fund:** interest free deposit as sinking fund for replacement, renovation and/or other periodic expenses @Rs.20/- (Rupees twenty) per square feet, to be calculated on super built up area. The entirety of the Sinking Fund shall be deposited by the Buyer on the Date Of Possession (defined in Clause 9.5.1 below).
- (h) **Increase or Decrease in Total Consideration:** The Total Consideration shall increase or decrease on the basis of the final measurement, at the rate at which the Total Consideration has been computed.

- (i) **Nomination Charge:** In case of nomination made by the Buyer, the Buyer shall be liable to pay a sum of Rs.25/- (Rupees twenty five) @ per square feet, to be calculated on the super built-up area, towards Nomination Charges, to the Developer.
- (j) **Cancellation Charge:** In case the Purchaser commits default in making payment of the consideration mentioned herein or in observing his covenants herein within time then in such event, the Developer shall give one month's notice in writing to the Purchaser setting out the default or breach complained of and calling upon the Purchaser to remedy the default or breach complained of and if on the expiry of such notice, the Purchaser continues the default or breach, then this agreement shall at the option of the Developer stand terminated and rescinded and also if the Purchaser wishes to cancel and/or withdraw from the Agreement of his own volition then in both such events the Developer shall become entitled to enjoy and/or transfer the said Unit and the Car Parking Space to any person without in any way becoming liable to the Purchaser and upon the Developer only after having entered into a contract for sale of the said Unit and the Car Parking Space with any new buyer or buyers, only thereafter the Developer shall refund to the Purchaser the earnest money paid by the Purchaser to the Developer after deduction of a sum equivalent to 10% (ten percent) of the consideration as and by way of pre-determined compensation/liquidated damages or service charges.
- (k) **Rates & Taxes Deposit:** Simultaneously with the payment of the last installment of the Total Price, the Buyer shall pay and deposit a sum of Rs.10/- (Rupees ten) per square feet of the super built-up area of Said Flat, with the Developer (**Rates & Taxes Deposit**) towards timely payment for Land Revenue (*Khazna/Municipal Tax*), surcharge, levies, cess etc. (collectively **Rates & es**), as be assessed for the Said Flat And Appurtenances, from the Date Of Possession Notice (defined in Clause 9.5.1 below), by the Rajpur-Sonarpur Municipality and the Block Land and Land Reforms Office, respectively. The Rates & Taxes Deposit shall be held by the Developer, free of interest, as security for timely payment of Rates & Taxes by the Buyer and in the event of any non-payment/default by the Buyer in

paying Rates & Taxes, the Developer shall be entitled to deduct from the Rates & Taxes Deposit the amount in default. It is clarified that the Rates & Taxes Deposit (less deductions made but not replenished, if applicable) shall be transferred by the Developer to the Association (upon formation) and the Association (upon formation) shall be entitled to hold the same on the terms and conditions and in the same manner as the Developer, as mentioned above.

8.4.3 **Mutation:** fees and charges for causing mutation in the name of the Buyer in the records of the Rajpur-Sonarpur Municipality and the Office of the BL&LRO, which shall be paid by the Buyer directly to the respective authorities, wholly. The Buyer shall cause such mutation within 30 (thirty) days from the Date of Possession (defined in Clause 9.5.1 below).

8.5 **Basic Duty of the Buyer:** The Buyer shall make all payments and perform all obligations as stipulated in this Agreement and the Buyer shall not in any way commit, break or breach any of the terms and conditions herein under contained.

## 9. Construction, Completion of Sale and Facility Manager

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

9.2 **Quality, Workmanship and Acceptance of Variations etc.:** The decision of the Architect regarding quality, workmanship and variations shall be final and binding on the Parties. The Buyer hereby consents to the variations, modifications or alterations as may be

recommended by the Architect and hereby further agrees not to raise any objection to the Developer and/or the Architect making such variations, modifications or alterations.

- 9.3 **No Hindrance:** The Buyer shall not do any act, deed or thing whereby the construction/developmental work of the Said Flat And Appurtenances and/or any part or portion of the Said Building is in any way hindered or impeded. The Buyer shall be solely liable to compensate the Developer with all losses as to be incurred by the Developer due to any such acts or deeds of the Buyer.
- 9.4 **Completion Date:** The Developer shall construct, finish and make the Said Flat habitable and the Said Parking Space (if any) usable [the decision of the Architect in this regard being final and binding], The Developer shall handover the possession of the Said Flat And Appurtenances is comprising of on 31<sup>st</sup> December, 2019 (**Completion Date**) [provided however the Completion Date may be extended by a period of 6 (six) months (**Extended Period**) at the option of the Developer] and/or earlier. The Developer shall neither incur any liability nor be held liable for claim of any amount by the Buyer, if the Developer is unable to deliver possession of the Said Flat within the Completion Date and/or the Extended Period due to Circumstances Of Force Majeure (defined in Clause 16.1 below) or for or on account of (1) delay on the part of the Buyer in making any payment and (2) any other reasonable cause whereby the Developer is prevented from completing the Said Flat And Appurtenances or any portion thereof. In no event shall the Buyer be entitled to claim any amount from the Developer on account of consequential losses and damages or otherwise if the Said Flat and Appurtenances is not completed within the Completion Date and/or the Extended Period.
- 9.5 **Possession of Said Flat and Said Parking Space:** Upon construction, finishing and making the Said Flat habitable and the Said Parking Space, if any, usable, the

Developer shall hand over possession of the same to the Buyer. With regard to possession, it is clarified as follows:

9.5.1 **Possession Notice:** On the Completion Date (which may include the Extended Period or the period required beyond the Extended Period due to Circumstances Of Force Majeure and other circumstances mentioned in Clause 9.4 above), the Developer shall serve a notice on the Buyer (**Possession Notice**) calling upon the Buyer to take physical possession. Within 21 (twenty one) days from the date of the Possession Notice (**Date Of Possession Notice**), the Buyer shall be bound to take over physical possession of the Said Flat and the Said Parking Space (if any) after fulfilling all obligations under this Agreement, including payment of all amounts due (if any) under this Agreement, failing which it shall be deemed that the Buyer has taken possession on the 22<sup>nd</sup> day of the Date Of Possession Notice (date of actual or deemed exclusive physical possession, **Date Of Possession**). From the Date of Possession Notice, the Buyer shall become liable to pay all outgoings (such as Maintenance Charge, Common Expenses and Rates & Taxes), irrespective of whether the Buyer takes physical possession of the Said Flat and Appurtenances. In case the deeming provision comes into force, the Buyer confirms that the Buyer shall not claim to be in physical possession of the Said Flat and Appurtenances and the same shall be received by the Buyer only upon clearing all dues and performing all obligations.

9.5.2 **Meaning of Completion:** It shall not be obligatory for the Developer to complete the Common Portions, the Specified Facilities (defined in Clause 10.1 below) before giving the Possession Notice to the Buyer and the Said Flat and the Said Parking Space (if any) shall be deemed to have been completed in all respect if the same is made fit for habitation and use, the decision of the Architect in this regard shall be final and binding.

- 9.5.3 **Complete Satisfaction on Possession:** Subject to the provisions of Clause 14.1 below, on the Date of Possession, the Buyer shall be deemed to be completely satisfied with all aspects of the Said Flat and Appurtenances, including the super built up area of the Said Flat.
- 9.5.4 **Commencement of Outgoings:** From the Date of Possession Notice, all outgoings in respect of the Said Flat and Appurtenances, including Maintenance Charge, Common Expenses and Rates & Taxes shall become payable by the Buyer.
- 9.5.5 **Restriction on Alienation:** Before taking actual physical possession of the Said Flat by the Buyer in terms of clause hereinabove, the Buyer shall not deal with, let out, encumber, transfer or alienate the Said Flat or the rights of the Buyer hereunder without the consent in writing of the Developer first had and obtained **provided that** the Buyer may do so in case the Buyer is not in any manner in default in observance of his/her/its/their obligations hereunder but subject nevertheless to the following terms and conditions:
- (i) Any such nomination, transfer, letting out or alienation shall be subject to the terms conditions Agreements and covenants contained hereunder and on the part of the Buyer to be observed fulfilled and performed and which would be required to be observed, fulfilled and performed by the Buyer only;
  - (ii) The Buyer shall have previously informed the Developer in writing of the full particulars of such nominee, tenant and/or occupant, it being clarified that in case of leasing out or letting out, the Buyer shall also inform to the Developer the full particulars of the rent and all other charges and benefits receivable by the Buyer in respect thereof to the extent necessary for assessment of the liability for rates and Taxes and other impositions;

- (iii) The Buyer shall be liable to pay all increase in the municipal rates and taxes and other outgoings as may be occasioned due to aforesaid leasing out or letting out.
- (iv) There will be no privity whatsoever between the Developer and the nominee or new transferee before and until a Deed of Conveyance is granted by the Sellers and/or until the nomination has been accepted expressly in writing. The Developer shall be entitled to refuse to accept nomination without assigning reasons.

**9.6.1 Developer's Obligations:** Subject to the Buyer making timely payment of the Total Consideration, Extras and other charges in the manner stipulated in this Agreement, the Developer hereby agrees:

**9.6.2 Construction of Said Flat:** to construct, finish and make the Said Flat habitable and the Said Parking Space (if any) usable and transfer the Said Flat And Appurtenances to the Buyer.

**9.6.3 Construction According to Specifications:** subject to the other provisions of this Agreement, to construct and finish the Said Flat and the Parking Space (if any) in accordance with the Sanctioned Plans and Specifications, reasonable variations accepted.

**9.6.4 Completion of Sale:** The sale of the Said Flat And Appurtenances shall be completed by execution and registration of conveyance in favour of the Buyer provided the Buyer tenders in time all amounts required for the same as mentioned above. **Legal Advisors** of the Developers all draft the standard conveyance and only such standard conveyance shall be used. The Buyer shall be bound to take conveyance of the Said Flat And Appurtenances within 30 (thirty) days from the Date Of Possession or deemed possession the Buyer shall become liable for Maintenance Charge, Common Expenses

and Rates & Taxes from the Date Of Possession Notice, and in addition, all statutory taxes and penalties shall also be borne and paid by the Buyer.

9.7 **Facility Manager:** The Developer may hand over management and upkeep of all Common Portions and the Specified Facilities to a professional facility management organization (**Facility Manager**). In this regard, it is clarified that (1) the Facility Manager shall operate, manage and render day to day services with regard to the Common Portions and the Specified Facilities of the Said Building and (2) the Facility Manager shall merely be the service provider for rendition of services with regard to the Common Portions and the Specified Facilities of the Said Building.

## 10. Covenants

10.1 **Buyer's Covenants:** The Buyer covenants with the Developer (which expression includes the Association (upon formation) in all Sub-Clauses of Clause 11, wherever applicable) and admits and accepts that:

10.1.1 **Buyer Aware of and Satisfied with Common Portions and Specifications:** The Buyer, upon full satisfaction and with complete knowledge of the Common Portions, Specified Facilities, Specifications and all other ancillary matters, is entering into this Agreement. The Buyer has examined and is acquainted with the Said Building and has agreed that the Buyer shall neither have nor shall claim any right over any portion of the Said Building **save and except** the Said Flat And Appurtenances.

10.1.2 **Buyer to Mutate and Pay Rates & Taxes:** Subject to the provisions of Clauses 8.4.2 (I) above, the Buyer shall (1) pay all fees and charges and cause mutation in the name of the Buyer in the records of all local authorities and the office of the BL&LRO, within 30 (thirty) days from the Date Of Possession and (2) pay the Rates & Taxes (proportionately for the Said Building and wholly for the Said Flat And Appurtenances from the Date Of Possession Notice and until the Said Flat And Appurtenances is separately mutated and assessed in favour of the Buyer), on the basis of the



bills/demand to be raised by the Developer and/or local authorities and the BL&LRO, such bills/demands being conclusive proof of the liability of the Buyer in respect thereof. The Buyer further admits and accepts that the Buyer shall not claim any deduction or abatement in the aforesaid bills/demands. The Buyer further admits and accepts that the Buyer shall not claim any deduction or abatement in the bills of the Developer/the Facility Manager or the Association (upon formation).

**10.1.3 Buyer to Pay Maintenance Charge and Common Expenses:** Subject to the provisions of Clause 8.4.1 (e) above, the Buyer shall pay the Maintenance Charge and Common Expenses on the basis of the bills to be raised by the Developer/the Facility Manager/the Association (upon formation), such bills being conclusive proof of the liability of the Buyer in respect thereof. The Buyer further admits and accepts that (1) the Buyer shall not claim any deduction or abatement in the bills relating to Maintenance Charge and Common Expenses and (2) the Maintenance Charge and Common Expenses shall be subject to variation from time to time, at the sole discretion of the Developer/the Facility Manager/the Association (upon formation).

**10.1.4 Buyer to Pay Interest for Delay and/or Default:** The Buyer shall, without raising any objection in any manner whatsoever and without claiming any deduction or abatement whatsoever, pay all bills raised by the Developer, within 7 (seven) days of presentation thereof, failing which the Buyer shall pay interest @ 18% (eighteen percent) per annum or part thereof, for the period of delay, computed from the date the payment became due till the date of payment, to the Developer. The Buyer also admits and accepts that in the event such bills remain outstanding for more than 2 (two) months, all common services shall be discontinued to the Buyer and the Buyer shall be disallowed from using the Common Portions and the Specified Facilities.

**10.1.5 Developer's Charge/Lien:** The Developer shall have first charge and/or lien over the Said Flat And Appurtenances for all amounts due and payable by the Buyer to the

Developer **provided however** if the Said Flat And Appurtenances is purchased with assistance of a financial institution, then such charge/lien of the Developer shall stand extinguished on the financial institution clearing all dues of the Developer.

- 10.1.6 **No Obstruction by Buyer to Further Construction:** The Developer shall be entitled to construct further floors on and above the top roof of the Said Building and/or make constructions in the adjacent land of the Said Property and the Buyer shall not obstruct or object to the same notwithstanding any inconveniences that may be suffered by the Buyer due to and arising out of the said construction/developmental activity. The Buyer also admits and accepts that the Developer and/or employees and/or agents and/or contractors of the Developer shall be entitled to use and utilize the Common Portions and the Specified Facilities for movement of building materials and for other purposes and the Buyer shall not raise any objection in any manner whatsoever with regard thereto.
- 10.1.7 **No Rights of or Obstruction by Buyer:** All open areas in the Said Property proposed to be used for open car parking spaces do not form part of the Common Portions within the meaning of this Agreement and the Developer shall have absolute right to sell, transfer and/or otherwise deal with and dispose of the same or any part thereof.
- 10.1.8 **Variable Nature of Land Share, and Share In Common Portions:** The Buyer fully comprehends and accepts that (1) the Land Share and the Share In Common Portions is a notional proportion that the Said Flat bears to the currently proposed area of the Said Building (2) if the area of the Said Building is recomputed by the Developer, integrate or add (notionally or actually) any adjacent land to the Said Property (which the Developer shall have full right to do and which is hereby unconditionally accepted by the Buyer), then the Land Share, and the Share In Common Portions shall vary accordingly and proportionately and the Buyer shall not question any variation (including diminution) therein (3) the Buyer shall not demand any refund of the Total

Consideration paid by the Buyer on the ground of or by reason of any variation of the Land Share and the Share In Common Portions and (4) the Land Share and the Share In Common Portions are not divisible and partible and the Buyer shall accept (without demur) the proportionate share with regard to various matters, as be determined by the Developer, in its absolute discretion.

10.1.9 **Buyer to Participate in Formation of Association:** Subject to the provisions of Clause 8.4.1 (d) above, the Buyer admits and accepts that the Buyer and the other Intending Buyers of Flats in the Said Building form the Association and the Buyer shall become the member thereof. The Buyer shall bear and pay the proportionate expenses of the Association and shall acquire and hold membership with voting rights and in this regard, the Buyer shall sign, execute and deliver necessary applications and all other papers, declarations and documents as may be required. Notwithstanding formation of the Association, the Facility Manager shall look after the maintenance of the Common Portions and the Specified Facilities. Each Flat owner will be entitled to cast a vote irrespective of his/her/its size of Flat. The Buyer further admits and accepts that the Buyer shall not object to the Intending Buyers of the Said Building joining the Association.

10.1.10 **Obligations of Buyer:** The Buyer shall:

- (a) **Co-operate in Management and Maintenance:** co-operate in the management and maintenance of the Said Building, the Common Portions, the Specified Facilities by the Developer/the Facility Manager/the Club Manager, as applicable.
- (b) **Observing Rules:** observe the rules framed from time to time by the Developer/the Facility Manager/the Association for the beneficial common

enjoyment of the Said Building, the Common Portions and the Specified Facilities.

- (c) **Paying Electricity Charges:** pay for electricity and other utilities consumed in or relating to the Said Flat And Appurtenances and the Common Portions and the Specified Facilities, from the Date Of Possession.
- (d) **Meter and Cabling:** be obliged to draw electric lines/wires, television cables, broadband data cables and telephone cables to the Said Flat only through the ducts and pipes provided therefore, ensuring that no inconvenience is caused to the Developer or to the other Flat owners. The main electric meter shall be installed only at the common meter space in the Said Building. The Buyer shall under no circumstances be entitled to affix, draw or string wires, cables or pipes from, to or through any part or portion of the Said Building and outside walls of the Said Building **save** in the manner indicated by the Developer/the Facility Manager/the Association (upon formation). The Developer shall endeavor to provide T.V. cable line or DTH connection with cabling but set top boxes shall have to be purchased by the Buyer.
- (e) **Residential Use:** use the Said Flat for residential purpose only. Under no circumstances shall the Buyer use or allow the Said Flat to be used for commercial, industrial or other non-residential purposes. The Buyer shall also not use or allow the Said Flat to be used as a religious establishment, hotel, guesthouse, serviced apartment, mess, chummery, hostel, boarding house, restaurant, nursing home, club, coaching center or other public gathering place.
- (f) **Maintenance of Said Flat:** repair, clean and maintain water, light, power, sewage, telephone, air conditioners, sanitary installations, doors, windows, glass panes etc. inside the Said Flat at the cost of the Buyer.

- (g) **Use of Common Toilets:** ensure that the domestic help/service providers visiting the Said Flat use only the common toilets and while so using, keep the common toilets clean and dry.
- (h) **Use of Spittoons/Dustbins:** use the spittoons/dustbins located at various places.
- (i) **No Alteration:** not alter, modify or in any manner change the (1) elevation and exterior colour scheme of the Said Flat and the Said Building and (2) design and/or the colour scheme of the windows, grills and the main door of the Said Flat. In the event the Buyer makes any alterations/changes, the Buyer shall compensate the Developer/the Association (as the case may be) as estimated by the Developer/the Association (upon formation) for restoring it to its original state.
- (j) **No Structural Alteration And Prohibited Installations:** not alter, modify or in any manner change the structure or any civil construction in the Said Flat And Appurtenances or the Common Portions or the Said Building. The Buyer shall not install any dish-antenna on the balcony and/or windows of the Said Building and/or on any external part of the Said Building. The Buyer shall not install grills on the railings of the balcony and/or outside the windows, in any form or manner save and except such grills on the railings of the balcony, which may be specifically designed by the Architect for that purpose. Grills may be installed by the Buyer on the inner side of the doors and windows of the Said Flat. The Buyer shall further install such type of air-conditioners (window or split) and at such places, as be specified and prescribed by the Developer, it being clearly understood by the Buyer that no out-door units of split air-conditioners will be installed on the external walls of the Said Building and no window air-conditioners will be installed by cutting open any wall. If split air-conditioners

- are specified and prescribed to be installed, the Buyer shall install the out-door unit of the same either inside the Buyer's own balcony or on common ledge provided for the same, in which case the out-door unit will be installed only on such ledge and at no other place. The Buyer accepts that the aforesaid covenants regarding grills, air-conditioners, collapsible gates etc. are for maintaining uniformity and aesthetic beauty of the Said Building, which is beneficial to all.
- (k) **No Sub-Division:** not sub-divide the Said Flat and Appurtenances and the Common Portions, under any circumstances.
  - (l) **No Changing Name:** not change/alter/modify the names of the Said Building from that mentioned in this Agreement.
  - (m) **No Nuisance and Disturbance:** not use the Said Flat or the Common Portions or the Specified Facilities or the Said Parking Space (if any) or permit the same to be used in such manner or commit any act, which may in any manner cause nuisance or annoyance to other occupants of the Said Building and not make or permit to be made any disturbance or do or permit anything to be done that will interfere with the rights, comforts or convenience of others.
  - (n) **No Storage:** not store or cause to be stored and not place or cause to be placed any goods, articles or things in the Common Portions and the Specified Facilities.
  - (o) **No Obstruction to Developer/Club Manager/Facility Manager/Association:** not obstruct the Developer/the Club Manager/the Facility Manager/the Association (upon formation) in their acts relating to the Common Portions, Specified Facilities and not obstruct the Developer in constructing on other portions of the

- Said Building and selling or granting rights to any person and/or on any part of the Said Building (excepting the Said Flat and the Said Parking Space, if any).
- (p) **No Obstruction of Common Portions/Specified Facilities:** not obstruct the pathways and passages of the Common Portions/Specified Facilities or use the same for any purpose other than for ingress to and egress from the Said Flat and the Said Parking Space (if any).
  - (q) **No Violating Rules:** not violate any of the rules and/or regulations laid down by the Developer/Facility Manager/Club Manager/Association (upon formation) for the use of the Common Portions, the Specified Facilities.
  - (r) **No Throwing Refuse:** not throw or accumulate or cause to be thrown or accumulated any dust, rubbish or other refuse in the Common Portions and the Specified Facilities **save** at the places indicated therefore.
  - (s) **No Injurious Activities:** not carry on or cause to be carried on any obnoxious or injurious activity in or through the Said Flat, the Said Parking Space (if any), the Common Portions, the Specified Facilities, the Said Property and the Said Building, including but not limited to acts of vandalism, putting up posters and graffiti etc.
  - (t) **No Storing of Hazardous Articles:** not keep or store any offensive, combustible, obnoxious, hazardous or dangerous articles in the Said Flat, the Parking Space (if any), the Common Portions, the Specified Facilities, the Said Property and the Said Building. Further no parking of two wheeler/s or car/s should be allowed or permitted in any area other than specified to the buyer or purchaser specifically.

- (u) **No Signage:** not put up or affix any sign board, name plate or other things or other similar articles in the Common Portions and the Specified Facilities or outside walls of the Said Flat/Said Building **save** at the place or places provided thereof **provided that** this shall not prevent the Buyer from displaying a standardized name plate outside the main door of the Said Flat.
- (v) **No Floor Damage:** not keep any heavy articles or things that are likely to damage the floors or install and operate any machine or equipment **save** usual home appliances.
- (w) **No Installing Generator:** not install or keep or run any generator in the Said Flat and the Said Parking Space (if any).
- (x) **No Misuse of Water:** not misuse or permit to be misused the water supply to the Said Flat.
- (y) **No Damage to Common Portions and Specified Facilities:** not damage the Common Portions and the Specified Facilities in any manner and if such damage is caused by the Buyer or the family members, invitees, servants, agents or employees of the Buyer, the Buyer shall compensate for the same.
- (z) **No Hanging Clothes:** not hang or cause to be hung clothes from the balconies of the Said Flat.
- (aa) **No Smoking in Public Place:** not smoke in public places of the Said Building and the Buyer and his/her /its guests shall not throw empty cigarette cartons, cigarette butts and matchboxes in open spaces but shall dispose them off in dustbins after ensuring that the fire is fully smothered/extinguished.



- (ab) **No Plucking Flowers:** not pluck flowers or stems from the gardens.
- (ac) **No Littering:** not throw or allow to be thrown litter in the Said Building.
- (ad) **No Trespassing:** not trespass or allow to be trespassed over lawns and green plans within the Said Building.
- (ae) **No Overloading Lifts:** not overload the passengers lifts and move goods only through staircase of the Said Building.
- (af) **No Use of Lifts in Case of Fire:** not use the lifts in case of fire.
- (ag) **No Covering of Common Portions, Specified Facilities etc.:** not cover the Common Portions or the Specified Facilities, fire exits and balconies/terraces (if any) of the Said Flat.

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

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

- 10.1.13 **No Right in Other Areas:** Excepting only User Rights on Specified Facilities, the Buyer shall not have any right in the other portions of the Said Property/Said Building.
- 10.1.14 **Roof Rights:** The top roof of the Said Building shall remain common to all Intending Buyers of the Said Building (**Common Roof**) and all common installations such as water tank and lift machine room shall be situated in the Common Roof. Notwithstanding the above, the Developer shall always have the right of further construction on the entirety of the Common Roof and the Buyer specifically agrees not to do any act which prevents or hinders such construction. After such construction, the roof above such construction shall again have be the Common Roof for common use of all Intending Buyers of the Said Building.
- 10.1.15 **No Objection In Use of Common Portions, Specified Facilities etc:** The Buyer hereby expressly agrees and covenants with the Developer that, the Buyer shall not raise any objection of any nature whatsoever, if the other owners of any adjacent Project [developed or to be developed by the Developer] use the Common Portion, Specified Facilities etc. along with the Buyer.
- 10.1.16 **Easements And Quasi-easements:** The Buyer shall allow each co-other, the Owners, the Developer and the Association, upon formation, the following rights, easements, quasi-easements, privileges and/or appurtenances:
- (a) **Right of Common Passage on Common Portions:** The right of common passage, user and movement in all Common Portions.
  - (b) **Right of Passage of Utilities:** The right of passage of utilities including connection for telephones, televisions, pipes, cables etc. through each and every part of the Said Property/Said Building.
  - (c) **Right Over Common Portions:** The absolute unfettered and unencumbered right over the Common Portions subject to the terms and conditions herein contained.

- (d) **Appurtenances of Said Flat And Appurtenances:** Such rights, supports, easements and appurtenances as are usually held, used, occupied or enjoyed as part or parcel of the Said Flat And Appurtenances.
  - (e) **Right of Entry:** The rights to use the pathways, ways, Said Property and/or Common Portion of the Said Building to enter, use and enjoy any adjacent Project and/or any other Project.
- 10.2 **Owners' And Developer's Covenants:** The Owners and the Developer covenant with the Buyer and admit and accept that:
- 10.2.1 **Completion of Transfer:** The transfer of the Said Flat And Appurtenances shall be completed by the Owners and the Developer by executing conveyance in favour of the Buyer provided the Buyer pays all amounts required for the same.
  - 10.2.2 **Documentation for Loan:** The Developer shall provide to the Buyer all available documents so that the Buyer may get loan from banks and financial institutions.
  - 10.2.3 **No Interruption:** The Purchasers shall not in any manner cause any objection obstruction interference or interruption at any time hereafter in the construction or completion of construction of the New Building nor shall at any time hereafter do or omit to be done anything whereby the construction or development of the building is in any way interrupted or hindered or impeded with nor shall in any way commit breach of any of the terms and conditions herein contained and if due to any neglect or default on the part of the Purchasers or because of any act or omission on the part of the Purchasers, the Vendor or the Developer are restrained from construction of the Building and/or transferring and disposing of the other units therein then and in that event without prejudice to such other rights the Vendor or the Developer may have the Purchasers shall be liable to compensate and also

indemnify the Vendor or the Developer for all loss, damage, costs, claims, demands, actions and proceedings that may be suffered or incurred by them.

## 11. Termination & Effect

- 11.1 **Breach of Buyer's Covenants:** The Purchaser acknowledges that payment of the amounts made and due performance and observance of the terms and conditions herein contained and the Purchaser further acknowledges that he/she/it is obligated to perform all the obligations in terms of this Agreement and upon breach of these clauses the Purchaser waives any cause of action and shall lose the right to insist on the specific performance of the Agreement and as such, will not be entitled to any relief whatsoever. The Purchaser shall pay interest @ 18% per annum on all sums becoming due hereunder and which the Purchaser fails to pay to the Developer within the period stipulated hereunder for the period during which the Purchaser remain in default. This will be without prejudice to the other rights of the Vendor/Developer hereunder.

In case the Purchaser commits default in making payment of the consideration mentioned herein or in observing his covenants herein within time then in such event, the Developer shall give one month's notice in writing to the Purchaser setting out the default or breach complained of and calling upon the Purchaser to remedy the default or breach complained of and if on the expiry of such notice, the Purchaser continues the default or breach, then this agreement shall at the option of the Developer stand terminated and rescinded and also if the Purchaser wishes to cancel and/or withdraw from the Agreement of his own volition then in both such events the Developer shall become entitled to enjoy and/or transfer the said Unit and the Car Parking Space to any person without in any way becoming liable to the Purchaser and upon the Developer having entered into a contract for sale of the said Unit and the Car Parking Space with any new buyer or buyers, the Developer only after having

entered into a contract for sale of the said Unit and the Car Parking Space with any new buyer or buyers, only thereafter the Developer shall refund to the Purchaser the earnest money paid by the Purchaser to the Developer after deduction of a sum equivalent to 10% (ten percent) of the consideration as and by way of pre-determined compensation/liquidated damages or service charges.

- 11.2 **Effect:** Upon termination of this Agreement due to any of the circumstances mentioned in Clause 11.1 above, the Buyer shall not be entitled to claim any right, title and interest (either equitable or otherwise) over and in respect of the Said Flat And Appurtenances and/or the Said Building and/or the Said Property or part or portion thereof and the Buyer shall further not be entitled to claim any charge on the Said Flat And Appurtenances and/or any part or portion thereof, in any manner whatsoever. The effect of such termination shall be binding and conclusive on the Parties.

## 12. Taxes

- 12.1 **Obligation Regarding Taxes:** In the event of the Owners and/or the Developer being made liable for payment of any tax (excepting Income Tax, if any, levied in regard to the Development Agreement), fee, duty, levy or any other liability under any statute or law for the time being in force or enforced in future (such as =GST, or any other tax, fee and imposition levied by the State Government, Central Government or any other authority or body) or if the Owners and/or Developer are advised by their consultant that the Owners and/or Developer are liable or shall be made liable for payment of any such tax, fee, duty, levy or other liability on account of the Owners and/or Developer having agreed to perform the obligations under this Agreement or having entered into this Agreement, then and in that event, the Buyer shall be liable to pay all such tax, fee, duty, levy or other liability and hereby indemnifies and agrees to keep the Owners and/or the Developer indemnified against all actions, suits, proceedings, costs, charges and expenses in respect thereof. The taxes, fees, duties, levies or other liabilities so

imposed or estimated by the Owners' and/or Developer's consultant shall be paid by the Buyer at or before the Date Of Possession.

### 13. Defects

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

### 14. Association and Rules

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

### 15. Force Majeure

- 15.1 **Circumstances Of Force Majeure:** The Developer shall not be held responsible for any consequences or liabilities under this Agreement if the Developer is prevented in meeting the obligations under this Agreement by reason of contingencies caused by neither of the Parties and unforeseen occurrences such as (1) acts of God (2) acts of nature (3) acts of war (4) fire (5) insurrection (6) terrorist action (7) civil unrest (8) riots (9) delay on account of receiving statutory permissions (10) delay in the grant of electricity, water, sewerage and drainage connection or any other permission or sanction by the Government or any statutory authority (11) any notice, order of injunction, litigation, attachments, etc. and (12) any rule or notification of the Government or any other public authority or any act of Government such as change in legislation or enactment of new law, restrictive Governmental laws or regulations and/or any circumstances beyond the control of the Developer (collectively **Circumstances Of Force Majeure**).
- 15.2 **No Default:** The Developer shall not be deemed to have defaulted in the performance of the Developer's contractual obligations whilst the performance thereof is prevented by Circumstances Of Force Majeure and the time limits laid down in this Agreement for the performance of obligations shall be extended accordingly upon occurrence of any event constituting Circumstances Of Force Majeure.
16. **Miscellaneous**
- 16.1 **Indian Law:** This Agreement shall be subject to Indian Laws.
- 16.2 **One Transaction:** This Agreement relates to the transaction recorded and contemplated herein and no other transaction.

- 16.3 **Confidentiality and Non-Disclosure:** The Parties shall keep confidential all non-public information and/or documents concerning the transaction recorded herein, unless compelled to disclose such information and/or documents by judicial or administrative process.
- 16.4 **Partial Invalidity:** If any provision of this Agreement or the application thereof to any circumstance shall be invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provision to other circumstances shall not be affected thereby and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law. When any provision is so held to be invalid, illegal or unenforceable, the Parties hereto undertake to use their best efforts to reach a mutually acceptable alternative to give effect to such provision in a manner which is not invalid, illegal or unenforceable. In the event any of the terms and conditions of this Agreement are set-aside or declared unreasonable by any Court of Law or if the Parties take the plea of frustration of contract, the entire Agreement shall not be void and shall continue to subsist to the extent of the remaining terms and conditions and bind the Parties.
- 16.5 **No Claim of Un-Enforceability:** This Agreement is being entered into by the Parties out of free will and without any duress or coercion. Hence, none of the Parties shall have the right to claim un-enforceability of this Agreement.
- 16.6 **Right of Possession:** The right of possession of the Buyer in respect of the Said Flat And Appurtenances shall arise only upon the Buyer fulfilling all obligations as are contained in this Agreement.
- 16.7 **Nomination by Buyer:** The Buyer admits and accepts that before the execution and registration of conveyance deed of the Said Flat And Appurtenances, the Buyer will be entitled to nominate, assign and/or transfer the Buyer's right, title, interest and



obligations under this Agreement **provided however** no nomination can be made by the Buyer within 12 (twelve) months from the date of this Agreement, only by following the under mentioned process:

- 16.7.1 **Application by Buyer:** The Buyer shall apply in writing to the Developer for permission to nominate.
- 16.7.2 **Permission by Developer:** On receiving such application, the Developer may grant permission for such nomination.
- 16.7.3 **Process Following Permission:** If the Developer grants permission, then and in such event and as a condition precedent to granting of such permission (1) the Buyer shall make payment of all dues of the Developer in terms of this Agreement, up to the time of nomination (2) the Buyer shall pay to the Developer the Nomination Charges along with the service charges, as applicable, as mentioned in Clause 8.4.2 (i) (3) the Buyer and the Nominee shall enter into a multi-party agreement with the Developer and the Owners, for recording such nomination **and** (4) simultaneously with the execution of the aforesaid multi-party agreement, the Nominee shall enter into a fresh agreement with the Owners and the Developer, identical to this Agreement.

The Buyer admits and accepts that the Buyer shall not nominate or assign the rights under this Agreement **save** in the manner indicated above.

- 16.8 **Entire Agreement:** This Agreement constitutes the entire understanding between the Parties and supersedes the terms and conditions whatever agreed between the Parties prior to execution of this Agreement but does not supersede any document contemporaneously entered into between the Parties. It is specifically understood that the brochures, compact discs, advertising and marketing material published by the Developer from time to time in respect of the Said Building are just advertisement

material and contain various features such as furniture lay out, vegetation and plantation shown around the Said Building, colour scheme, vehicles etc. to increase the aesthetic view only and are not part of the development. These features/amenities are not agreed to be developed or provided by the Developer.

- 16.9 **Counterparts:** This Agreement is being executed simultaneously in counterparts and each copy shall be deemed to be an original and both copies shall together constitute one instrument and agreement between the Parties. One copy shall be retained by the Buyer and another by the Developer.
- 16.10 **Amendments/Modifications:** No amendments or modifications of this Agreement or any part hereof shall be valid and effective unless it is by an instrument in writing executed by all the Parties.
- 16.11 **Reservation of Rights:** No forbearance, indulgence, relaxation or inaction by any Party at any time to require performance of any of the provisions of this Agreement shall in any way affect, diminish or prejudice the right of such Party to require performance of that provision.
- 16.12 **Waiver:** Any term or condition of this Agreement may be waived at any time by the Party who is entitled to the benefit thereof. Such waiver must be in writing and must be executed by the concerned Party. A waiver on one occasion will not be deemed to be waiver on a future occasion. Omission or delay on the part of either Party to require due and punctual performance of any obligation by the other Party shall not constitute a waiver of such obligation and it shall not in any manner constitute a continuing waiver and/or as a waiver of other breaches of the same or other obligations hereunder or as a waiver of any right or remedy that the Party may otherwise have in law or in equity.

16.13 **No Agency:** The Parties are entering into this Agreement on principal-to-principal basis and nothing contained herein shall make the Parties agents of each other.

## 17. Notice

17.1 **Mode of Service:** Notices under this Agreement shall be served by email or by messenger or by courier/registered post/speed post with acknowledgment due at the above mentioned addresses of the Parties, unless the addresses are changed by prior intimation in writing. Such service shall be deemed to have been effected **(1)** on the date of delivery, if sent by email/messenger and **(2)** on the 4<sup>th</sup> day of handing over of the cover to the postal authorities, if sent by registered post/speed post, irrespective of refusal to accept service by the Parties. The Developer shall give notices on behalf of the Owners.

## 18. Alternative Dispute Resolution

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

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

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

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

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

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

## 19. Jurisdiction

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

## 20. Rules of Interpretation

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

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

20.3 **Schedules and Plans:** Schedules and Plans appended to this Agreement form a part of this Agreement and shall always be taken into consideration for interpreting the

complete understanding between the Parties. Any reference to a schedule or plan is a reference to a schedule or plan to this Agreement.

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

### 1<sup>st</sup> Schedule

#### (Said Property)

**All That** land measuring 35 (thirty five) *cottah* 4 (four) *chittack* and 14 (fourteen) square feet, more or less, comprised in R.S. *Dag* Nos.2179, 2180, 2180/2946 and 2181, corresponding to L.R. *Dag* Nos. 2162, 2163, 2164 and 2166, recorded in R.S. *Khatian* No. 782 corresponding to L.R. *Khatian* Nos. 1628, 1629, 2307, 2308 and 2309, *Mouza* Ukila Paik Para, J.L. No. 56, R.S. No. 107, comprising of Municipal Holding No. 460, N.S. Road, Police Station Sonarpur, Post Office Narendrapur, within Ward No. 26 of the Rajpur - Sonarpur Municipality.

### Part-II

## (Devolution On Title)

1. **First Purchase of Priyama Majumdar *alias* Priyam Mozumdar:** By a *Bengali* Deed of Conveyance dated 9<sup>th</sup> October, 2002, registered in the Office of the District Sub-Registrar, IV, Alipore, South 24 Parganas, recorded in Book No. I, Volume No. 126, at Pages 167 to 174, being Deed No. 5242, for the year 2002, Surendra Mitra and Chandra Shekhar Paramanick jointly sold to Priyama Majumdar *alias* Priyam Mozumdar (Owner No. 3.1 herein) **All That** the piece and parcel of land classified as '*Danga*', admeasuring an area of 6 (six) *cottah*, more or less, comprised in R.S. *Dag* No. 2180, corresponding to L.R. *Dag* No. 2162, recorded in R.S. *Khatian* No. 782, *Mouza* Ukila Paik Para, J.L. No. 56, R.S. No. 107, Police Station Sonarpur, Post Office Narendrapur, within Ward No. 24 of the Rajpur - Sonarpur Municipality (**First Portion of Priyama Majumdar's Property**).
  
2. **Second Purchase of Priyama Majumdar *alias* Priyam Mozumdar:** By another *Bengali* Deed of Conveyance dated 29<sup>th</sup> December, 2006, registered in the Office of the District Sub-Registrar, IV, Alipore, South 24 Parganas, recorded in Book No. I, Volume No. 20, at Page from 2394 to 2413, being Deed No. 06232, for the year 2009, Ramendra Prasad Roy, Anjali Sengupta and Namita Das jointly sold to Priyama Majumdar *alias* Priyam Mozumdar (the Owner No. 3.1 herein) **All That** the piece and parcel of land classified as '*Danga*', admeasuring an area of 4 (four) *cottah* 7 (seven) *chittack* and 44 (forty four) square feet, more or less, comprised in R.S. *Dag* No. 2180 corresponding to L.R. *Dag* No. 2162, recorded in R.S. *Khatian* No. 782, *Mouza* Ukila Paik Para, J.L. No. 56, R.S. No. 107, Police Station Sonarpur, Post Office Narendrapur, within Ward No. 24 of the Rajpur - Sonarpur Municipality (**Second Portion of Priyama Majumdar's Property**).
  
3. **Ownership of Priyama Majumdar *alias* Priyam Mozumdar:** Thus, by virtue of the aforesaid 2 (two) deeds, Priyama Majumdar *alias* Priyam Mozumdar (the Owner No. 3.1 herein) has become the absolute owners of the First Portion of First Property and Second Portion of First Property, collectively admeasuring an area of 10 (ten) *cottah* 7

(seven) *chittack* and 44 (forty four) square feet, more or less Together With *pucca* structure standing thereon admeasuring an area of 2100 (two thousand and one hundred) square feet, more or less, Together With all easements rights thereto and right to use the Common Passage (collectively **Priyama Majumdar's Property**).

4. **First Gift in favour of Priyanka Sarkar:** By a *Bengali* Deed of Gift dated 20<sup>th</sup> January, 2016, registered in the Office of the Additional District Sub-Registrar, Sonarpur, South 24 Parganas, recorded in Book No. I, Volume No. 1608-2016, at Page from 11553 to 11574, being Deed No. 160800522, for the year 2016, Priyama Majumdar *alias* Priyam Mozumdar (the Owner No. 3.1 herein) gifted All That the undivided, undemarcated piece and parcel of land admeasuring an area of area of 2 (two) *cottah*, out of the Priyama Majumdar's Property, to Priyanka Sarkar (the Owner No. 3.3 herein) (**Priyanka Sarkar's Property**).
5. **Second Gift in favour of Surajit Chakraborty:** By a *Bengali* Deed of Gift dated 20<sup>th</sup> January, 2016, registered in the Office of the Additional District Sub-Registrar, Sonarpur, South 24 Parganas, recorded in Book No. I, Volume No. 1608-2016, at Page from 11530 to 11552, being Deed No. 160800521, for the year 2016, Priyama Majumdar *alias* Priyam Mozumdar (the Owner No. 3.1 herein) gifted area of 2 (two) *cottah*, out of the Priyama Majumdar's Property, to Surajit Chakraborty (the Owner No. 3.5 herein) (**Surajit Chakraborty's Property**).
6. **Ownership of First Property:** Thus in the aforesaid circumstances, Priyama Majumdar *alias* Priyam Mozumdar (the Owner No. 3.1 herein) has become the absolute owner of the balance of the Priyama Majumdar's Property, being land measuring 6 (six) *cottah* 7 (seven) *chittack* and 44 (forty four) square feet, more or less Together With *pucca* structure standing thereon admeasuring an area of 2100 (two thousand and one hundred) square feet, more or less, Together With all easements rights thereto and right to use the Common Passage (**First Property**).

7. **First Purchase by Udayshankar Majumder *alias* Uday Sankar Mozumdar:** By a *Bengali* Deed of Sale dated 12<sup>th</sup> March, 2001, registered in the Office of the Additional District Sub-Registrar, Sonarpur, South 24 Parganas, recorded in Book No. I, Volume No. 44, at Pages 305 to 312(B), being Deed No. 2573, for the year 2001, Pritikana Roy and Ramendra Prasad Roy sold All That the piece and parcel of land admeasuring an area 10 (ten) *cottah*, more or less, comprised in R.S. *Dag* No. 2180, corresponding to L.R. *Dag* No. 2162, recorded in R.S. *Khatian* No. 782, *Mouza* Ukila Paik Para, J.L. No. 56, R.S. No. 107, Police Station Sonarpur, Post Office Narendrapur, within Ward No. 24 of the Rajpur - Sonarpur Municipality (**First Portion of Udayshankar Majumder's Property**).
8. **Second Purchase by Udayshankar Majumder *alias* Uday Sankar Mozumdar:** By another *Bengali* Deed of Sale dated 24<sup>th</sup> August, 2015, registered in the Office of the District Sub-Registrar-IV, South 24 Parganas, recorded in Book No. I, Volume No. 1604-2015, at Pages 63147 to 63171, being Deed No. 160406444, for the year 2015, Prasun Sengupta (represented by his constituted attorney namely, Sanjoy Das), sold All That the piece and parcel of land admeasuring an area of 2 (two) *cottah* and 15 (fifteen) square feet, more or less, comprised in R.S. *Dag* Nos. 2180/2946 and 2179 corresponding to L.R. *Dag* Nos. 2163 and 2164, recorded in L.R. *Khatian* No. 569, *Mouza* Ukila Paik Para, J.L. No. 56, R.S. No. 107, Police Station Sonarpur, Post Office Narendrapur, within Ward No. 26 of the Rajpur - Sonarpur Municipality (**Second Portion of Udayshankar Majumder's Property**).
9. **Ownership of Udayshankar Majumder *alias* Uday Sankar Mozumdar:** Thus, Udayshankar Majumder *alias* Uday Sankar Mozumdar (the Owner No. 3.2 herein) has become the absolute owner of First Portion of Udayshankar Majumder's Property and Second Portion of Udayshankar Majumder's Property, collectively Udayshankar Majumder's Property, measuring 12 (twelve) *cottah*, and 15 (fifteen) square feet, more or less (**Udayshankar Majumder's Property**).



10. **Gift in favour Yagnik Mozumdar:** By a *Bengali* Deed of Gift dated 20<sup>th</sup> January, 2016, registered in the Office of the Additional District Sub-Registrar, Sonarpur, South 24 Parganas, in Book No. I, Volume No. 1608-2016, at Pages from 11509 to 11529, being Deed No. 160800520, for the year 2016, Udayshankar Majumder *alias* Uday Sankar Mozumdar (the Owner No. 3.2 herein), gifted All That the undivided, undemarcated piece and parcel of land admeasuring an area of 4 (four) *cottah*, more or less out of Udayshankar Majumder's Property (**Yagnik Mozumdar's Property**).
  
11. **Ownership of Second Property:** Thus in the aforesaid circumstances, Udayshankar Majumder *alias* Uday Sankar Mozumdar (the Owner No. 3.2 herein) has become the absolute owner of the remaining portion of Udayshankar Majumder's Property, being land admeasuring an area of 8 (eight) *cottah*, and 15 (fifteen) square feet, more or less (**Second Property**).
  
12. **First Purchase by Priyanka Sarkar And Others:** By a *Bengali* Deed of Conveyance dated 24<sup>th</sup> July, 2015, registered in the Office of the Additional District Sub-Registrar, Sonarpur, South 24 Parganas, in Book No. I, Volume No. 1608-2015, at Pages from 28904 to 28925, being Deed No. 160804560, for the year 2015, Biswajit Ghosh and Lakshmi Bhattacharjee sold All That the piece and parcel of land admeasuring an area of 5 (five) *cottah* 3 (three) *chittack* and 38 (thirty eight) square feet, more or less, comprised in R.S. *Dag* Nos.2180 and 2180/2946 corresponding to L.R. *Dag* Nos. 2162 and 2163, recorded in L.R. *Khatian* No.697, 909 and 569, *Mouza* Ukila Paik Para, J.L. No. 56, R.S. No. 107, Police Station Sonarpur, Post Office Narendrapur, within Ward No. 26 of the Rajpur - Sonarpur Municipality, to Priyanka Sarkar (the Owner No. 3.3 herein), Yagnik Mazumder (the Owner No. 3.4 herein) and Surajit Chakraborty (the Owner No. 3.5 herein) [collectively **Priyanka Sarkar And Others** ] (**Priyanka Sarkar And Others' First Property**).

13. **Second Purchase by Priyanka Sarkar And Others:** By a *Bengali* Deed of Conveyance dated 24<sup>th</sup> July, 2015, registered in the Office of the Additional District Sub-Registrar, Sonarpur, South 24 Parganas, in Book No. I, Volume No. 1608-2015, at Pages from 28883 to 28903, being Deed No. 160804559, for the year 2015, Biswajit Ghosh and Lakshmi Bhattacharjee sold All That the piece and parcel of land admeasuring an area of 7 (seven) *cottah* 8 (eight) *chittack* and 7 (seven) square feet, more or less, comprised in R.S. *Dag* No. 2179 and 2181 corresponding to L.R. *Dag* Nos. 2164 and 2166, recorded in L.R. *Khatian* No. 697, 909 and 569, *Mouza* Ukila Paik Para, J.L. No. 56, R.S. No. 107, Police Station Sonarpur, Post Office Narendrapur, within Ward No. 26 of the Rajpur - Sonarpur Municipality, to **Priyanka Sarkar And Others (Priyanka Sarkar And Others' Second Property)**.
14. **Ownership of Third Property:** Thus, Priyanka Sarkar (the Owner No. 3.3 herein), Yagnik Mazumdar (the Owner No. 3.4 herein) and Surajit Chakraborty (the Owner No. 3.5 herein) have become the absolute owners of land measuring 20 (twenty) *cottah* and 12 (twelve) *chittack*, more or less [comprising of Priyanka Sarkar's Property, Surajit Chakraborty's Property, Yagnik Mozumdar's Property, Priyanka Sarkar And Others' First Property and Priyanka Sarkar And Others' Second Property] (**Third Property**).
15. **Absolute Ownership of Owners:** In the aforesaid circumstances, the Owners have become the absolute owners of the First Property, the Second Property and the Third Property, collectively the Said Property. The Owners have recorded their names in the records of the Land Revenue Officer, vide L.R. *Khatian* Nos.1628, 1629, 2307, 2308 and 2309

## 2<sup>nd</sup> Schedule

### Part I

(Said Flat)

Residential Flat No. \_\_\_ on \_\_\_\_\_ floor the Said Building having super built-up area of \_\_\_\_\_ ( \_\_\_\_\_ ) square feet having carpet area of \_\_\_\_\_ ( \_\_\_\_\_ ) Square feet as agreed and faced three direction North-East-South, delineated on the **Plan** annexed hereto and bordered in colour **Red** thereon, comprised in the Said Building named **Realmark Oracle**, to be constructed on the Said Property, morefully described in the **1<sup>st</sup> Schedule** above, being a Municipal Holding No. 460, N.S. Road, Police Station Sonarpur, Post Office Narendrapur, within Ward No. 26 of the Rajpur - Sonarpur Municipality.

## Part II

### (Parking Space)

#### Car Parking for Medium Sized Car – Right to Park

Sl. No.	Quantity in No.	Covered/Open
1	1	

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

## Part III

### (Said Flat And Appurtenances)

*[Subject Matter of Agreement]*

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

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

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

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

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

### 3<sup>rd</sup> Schedule

#### (Common Portions)

- |  |  |
|--|--|
| <ul style="list-style-type: none"> <li>• Double Height Community Hall</li> <li>• Landscaped Garden</li> <li>• Fitness Gymnasium</li> <li>• Swimming pool with toddlers pool</li> <li>• Beautiful Entrance Lobby with Gate</li> <li>• Outdoor Children's Play Area</li> </ul> | <ul style="list-style-type: none"> <li>• Plantation all around the driveway</li> <li>• DTH TV and Broadband provision</li> <li>• Intercom Facility</li> <li>• CCTV Surveillance</li> <li>• Multipurpose court</li> <li>• Yoga &amp; Meditation Area</li> </ul> |
|--|--|

- |  |  |
|--|--|
| <ul style="list-style-type: none"> <li>• Indoor Games Room</li> <li>• Waterfall feature</li> </ul> | <ul style="list-style-type: none"> <li>• 24 Hour Power Back up</li> <li>• 24 Hour Filtered water Supply</li> </ul> |
|--|--|

#### 4<sup>th</sup> Schedule (Specifications)

<b>Structure</b>	:	RCC frame and brick wall
<b>Exterior Wall</b>	:	Weather coat / Texture Paint finish
<b>Interior Wall</b>	:	POP Finish on walls & ceiling
<b>Ground Lobby and Stairs</b>	:	Decorated lobby with Marble, Granite or Tiles finish
<b>Flooring</b>	:	Vitrified tiles in all bedrooms and living/dining
<b>Doors</b>	:	Painted flush door with magic eye in main door and frame of Sal-wood
<b>Windows</b>	:	Powder coated aluminum sliding windows with glass along with integrated grills
<b>Toilet</b>	:	Anti-skid floor tiles, ceramic wall tiles upto door height. CP fittings and white sanitary wares of reputed make. Geyser points in all toilets
<b>Kitchen</b>	:	Anti-skid flooring with granite counter. Ceramic tiles wall cladding upto 3 feet over the

counter One stainless steel sink. Three 15A plug points and two 5A plug points

- Electricals** : Concealed Insulated Copper wiring with Sufficient switches and MCB in each flat. AC point in all bedrooms and living/dining. Generator back up
- Lift** : Two automatic lifts
- Fire Fighting** : Equipped with modern fire fighting system and equipments.

#### 5<sup>th</sup> Schedule (Common Expenses)

1. **Common Utilities:** All charges, costs and deposits for supply, operation and maintenance of common utilities.
2. **Electricity:** All charges for the electricity consumed for the operation of the common lighting, machinery and equipment of the Said Building and the Specified Facilities.
3. **Association:** All capital and operational expenses of the Association.
4. **Litigation:** All litigation expenses incurred for the common purposes and relating to common use and enjoyment of the Common Portions and the Specified Facilities.

5. **Maintenance:** All costs for maintaining, operating, replacing, repairing, white-washing, painting, decorating, re-decorating, re-building, re-constructing, lighting and renovating and all other expenses, GSTs and charges related to the Common Portions and the Specified Facilities [including the exterior or interior (but not inside any Flat) walls of the Said Building].
6. **Operational:** All expenses for running and operating all machinery, equipment and installation comprised in the Common Portions and the Specified Facilities, including elevators, diesel generator set, changeover switch, pump and other common installation including their license fees, GSTs and other levies (if any) and expenses ancillary or incidental thereto and the lights of the Common Portions and the Specified Facilities.
7. **Staff:** The salaries of and all other expenses on the staff to be employed for the common purposes, viz. manager, caretaker, clerk, security personnel, liftmen, sweepers, plumbers, electricians, gardeners etc. including their perquisites, bonus and other emoluments and benefits.
8. **Fire Fighting:** Costs of operating and maintaining the fire-fighting equipments and personnel, if any.

21. Execution and Delivery

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

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[Owners]

(Being represented by their constitute attorney **Gagan Lohia**)

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(Authorized Signatory)

[Gagan Lohia ]

[Developer]

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[Buyer]



Witnesses:

Signature\_\_\_\_\_

Signature\_\_\_\_\_

Name \_\_\_\_\_

Name \_\_\_\_\_

Father's/Husband's

Father's/Husband's

Name\_\_\_\_\_

Name\_\_\_\_\_

Address \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_