

AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE is made on this _____ day of _____, _____ of the Christian Era:

BETWEEN

(1) **SOMENATH NIRMAN PRIVATE LIMITED**, [PAN : AATCS4119C] a Private Limited Company incorporated under the Companies Act, 1956, having its office at Krishnapur, Purbapara, Kolkata - 700102 and represented by its Director : **SRI. BIKASH MONDAL** [PAN : AIJPM7198J] son of Sarat Kumar Mondal, by faith – Hindu, by Nationality – Indian,

(2) [1]**KEDARNATH NIRMAN PVT. LTD.**, [PAN : AAFCK2477H] a Private Limited Company incorporated under the Companies Act, 1956, having its office at Krishnapur, Purbapara, P.O. Krishnapur, Kolkata - 700102 and represented by its Director : **SATHI MONDAL** [PAN : AYJPM5732G] wife of Bikash Mondal, by faith – Hindu, by Nationality – Indian and [2]**CHANDRA SEKHAR NIRMAN PVT. LTD**, [PAN : AAFCC3453R] a Private Limited Company incorporated under the Companies Act, 1956, having its office at Krishnapur, Purbapara, P.O. Krishnapur, Kolkata - 700102 and represented by its Director : **SARAT KUMAR MONDAL** [PAN : AENPM2492P] son of Late Abinash Chandra Mondal, by faith – Hindu, by Nationality – Indian,

- (3) **SMT. ANNAPURNA MONDAL [PAN : CJSPM4833J]** wife of Sri Sarat Kumar Mondal, by faith – Hindu, by Occupation - Business, by Nationality – Indian, residing at Krishnapur, Purba Para, Kolkata – 700102, P.S. Baguiati in the District of North 24 – Parganas,
- (4) **SRI SARAT KUMAR MONDAL [PAN : AENPM2492P]** son of Late Abinash Chandra Mondal, by faith – Hindu, by Occupation – Business, by Nationality – Indian, residing at Krishnapur, Purbapara, Kolkata – 700102, P.S. Baguiati in the District of North 24 – Parganas,
- (5) **SRI BIKASH MONDAL [PAN : AIJPM7198J]** son of Sarat Kumar Mondal, by faith – Hindu, by Nationality – Indian, residing at at Krishnapur, Purbapara, P.O. Krishnapur, Kolkata – 700102, P.S. Baguiati in the District of North 24 – Parganas,
- (6) **SMT. SATHI MONDAL [PAN : AYJPM5732G]** wife of Bikash Mondal, by faith – Hindu, by Nationality – Indian and residing at Krishnapur, Purbapara, P.O. Krishnapur, Kolkata – 700102, P.S. Baguiati in the District of North 24 – Parganas,
- (7) **SMT. JHINKU ROY [PAN : ADEPR2794P]**, wife of ParthaPratim Roy, by faith – Hindu, by Occupation - Private Service, by Nationality – Indian, residing at 267, Lake Town, Block ‘B’, P.O. & P.S. Lake Town, Kolkata – 700 089 in the District of North 24 – Parganas
- (8) (1) **SMT. SANDHYA RANI SAHA, [PAN: DIHPS2548B]** wife of Late Satya Ranjan Saha, (2) **MISS. GOPA SAHA [PAN: DIHPS2544P]** and (3) **MISS. DIPA SAHA [PAN : DIHPS2546R]**, both daughters of Late Satya Ranjan Saha, all by faith – Hindu, by Occupation – House wife, by Nationality – Indian, residing at 5, Dakshindari Nehru Colony, Kolkata – 700 048, P.S. Lake Town in the District of North 24 – Parganas, hereinafter jointly called and referred to as the “**LANDOWNERS**” (which expression shall unless excluded by or repugnant to the context be deemed to include their respective heirs, executors, administrators, legal representatives, successors-in-interest and assigns) of the **FIRST PART**.

A N D

ANNAPURNA NIRMAN PVT. LTD., [PAN : AALCA4371J] a Private Limited Company incorporated under the Companies Act, 1956, having its office at Krishnapur, Ghosh Para, P.O. Krishnapur, P.S- Baguiati, Kolkata - 700102 and represented by its **Director : BIKASH MONDAL [PAN : AIJPM7198J]** son of Sri Sarat Kumar Mondal, by faith – Hindu, by Nationality – Indian, hereinafter called and referred to as the “**DEVELOPER**” (which expression shall unless excluded by or repugnant to the context be deemed to include its successor-in-office and assigns) of the **SECOND PART**

AND

(1) **MR./MRS./MISS.** _____ **[PAN No.** _____ **]** son/daughter/wife of Mr./Late. _____, by faith - _____, by Occupation – _____, by Nationality – Indian, residing at _____, P.O- _____, P.S – _____, District- _____, PIN- _____, hereinafter called and referred to as the “**PURCHASER/S**” (which expression shall unless excluded by or repugnant to the context be deemed to include their heirs, executors, successors, nominees, legal representatives, administrators and assigns) of the **THIRD PART**.

ARTICLE-I
DEFINITIONS

The following terms and expressions used in these presents shall the same be contrary and or repugnant to the subject or context have the specific following meanings:

- 1. BUILDING** Shall mean a multi storied building consisting of flats/commercial units, shops and also carparking spaces to be constructed, erected, promoted , developed and built on and upon the land at the premises under the First Schedule owned by the Owner-Vendor herein and to be practically executed by the Developer herein and shall include all constructions to be made on the premises from time to time as per sanctioned plan and necessary modifications to be regularized by the developer through revise sanctioned plan.
- 2. LAND** Shall mean the entire land being ALL THAT piece and parcel of Land measuring an area of **34 (thirty four) Cottahs 15 (fifteen) Chittacks and 32 Square Feet**, be the same a little more or less appertaining to **Mouza – Gopalpur, J.L. No. 2, R. S. No. 140, Touzi No. 2998** within **Police Station- Airport** within the local limits of (Formerly Rajarhat Gopalpur Municipality, Ward No. 05) presently Bidhannagar Municipal Corporation, Ward No. 04 in the District of North 24 – Parganas, morefully and particularly mentioned described explained, enumerated and provided in the **FIRST SCHEDULE** hereunder written and / or given.
- 3. PROJECT** Shall mean an Enclave comprised of the said building in the nature of residential flats and car parking spaces and collectively named **NIRMAN GREENS** and in relation therewith the work of development undertaken and also to be done by the Developer herein and/or any modification or extension thereof till such development , erection, promotion, construction and building or building/s at upon the said premises be completed and possession of the completed Unit/s /Flat/s / Car parking Space/s and others be taken over by the Unit / flat and occupiers.
- 4. MUNICIPALTY/CORPORATION** Shall mean the (formerly Rajarahat Gopalpur Municipality) Presently Bidhannagar Municipal Corporation having the jurisdiction in respect all municipal affairs including examinations and granting sanction of plan/s for erection and construction of building/s on and over and in respect of all the holdings and properties under its jurisdiction including the subject land/property hereunder the **FIRST SCHEDULE**.
- 5. PLAN** Shall mean and authenticated documents showing the erection/construction of the subject building/s duly sanctioned / approved by the Rajarahat- Gopalpur Municipality Vide **B.P. No. 937/14-15 dated 21/07/2014** and shall also include variation / modification, alterations therein that may be made by the developer herein as well as revisions, renewals and extensions thereof, if any.
- 6. THE FLAT** shall mean a specified covered space constructed and finished in a habitable condition on the _____ **Floor at Nirman Greens (Block- I/II)** and described in Part -I of the second Schedule and which is capable of being exclusively owned, used and/or enjoyed by the purchaser/s herein for residential purpose only together with the right of common use of the common of the common portions appurtenant to the concerned unit / flat and wherever the context so intends or permits, shall include the undivided proportionate share and / or portion attributable to such Unit / Flat as detailed and described in the **SECOND SCHEDULE** hereunder written.
- 7. PARKING ZONE** Shall mean right to park motor car in a specific space within covered common / open common car parking zone of the premises (Particularly Specified by the Developer for residential unit Owner/s those who agree to acquire a car parking space) for parking cars on extra costs. That said Car-parking space/s under the Part- II of the second schedule shall be allotted to the prospective purchase/s and /or buyer/s sole discretion of the developer.
- 8. BUILT UP AREA/COVERED** shall, according to its context, mean the plinth area of that Unit/Flat including the area of stair case landing with lifts space & lobby on the same floor, whereon the said flat is situated and also the thickness of the outer walls internal walls and pillars and also the thickness of the outer walls and also of such outer walls which are common between the adjacent Units/Flats including of the subject flat/unit under the second Schedule.
- 9. SALEABLE AREA** Shall mean in context to a Unit as the area of a unit computed by adding the built up area of the unit plus proportionate undivided share of the common areas.

10. COMMUNITY HALL: Shall mean a community hall/room measuring approximatelySq.ft super built up area a little more or less for facilitating the meetings and conferences of the residents / owner of all the units as shall be provided by the developer in the project.

10.A. INDOOR GAMES ROOM: Shall mean a INDOOR GAMES ROOM measuring approximatelySq. ft super built up area a little more or less for facilitating the Playing indoor games for the residents / owner of all the units as shall be provided by the developer in the project.

10.B. GYM ROOM Shall mean a GYM room measuring approximatelySq. ft super built up area a little more or less for Exercise of the residents / owner of all the units as shall be provided by the developer in the project.

11. ASSOCIATION Shall mean the association, syndicate, committee, Body, Society or Company which would comprise the Owner-Vendor herein/Developer herein and the representatives of the purchaser/s herein of the Unit/s/Flat/s/ and be formed or incorporated at the instance of the owner -Vendor herein /Developer herein for the common purpose with such rules and regulations as shall be framed by the Owner-Vendor herein / Developer herein.

12. COMMON EXPENCES Shall include all expenses for the management, maintenance and upkeep the Unit/s / Flat/s and the buildings, the common portions therein and the premises and the expenses for common purposes of the Unit / Flat and shall be payable proportionately by the purchaser/s herein periodically as maintenance charges.

13. COMMON PORTIONS Shall mean the common areas and installations in the building and the premises, which are mentioned, described, enumerated, provided in the **THIRD SCHEDULE**.

14. COMMON PURPOSES Shall include the purpose of maintaining and managing the premises, the building and in particular the common portions, rendition of services in common to the Unit /Flat, collection and disbursement of the common expenses and dealing with the matters of common interest of the Unit / Flat owners and occupiers relating to their mutual rights and obligations for beneficial use and enjoyment of their respective Unit/Flat exclusively and common portions commonly.

15. ADDITIONAL PAYMENT Shall mean the amounts in **PART-I** of the **SIXTH SCHEDULE** hereunder written and to be paid by the Purchaser/s herein to the developer herein as the case may be in addition to the agreed consideration and shall also include extra development charges and any other additional amount/s that may be required to be paid by the purchaser/s herein by the instance of the Municipality/Corporation, government, Semi Government and or other authorities and statutory bodies.

16. AGREED CONSIDERATION: Shall mean the consideration mentioned in **PART - I** of the **FIFTH SCHEDULE** hereto payable by the purchaser/s herein to the Owner-Vendor herein / Developer herein for acquiring the said unit specified under the Second Schedule.

17. ARCHITECT/SURVEYOR shall mean such Architect(s) / Surveyor(s) having registration or license with the concerned municipality / Corporation and whom the Developer herein may from time to time, appoint as the Architect(s) of the Building.

18. DATE OF POSSESSION shall mean the date on which the Purchaser/s herein Take/s Actual physical possession of the said Unit / Flat after discharging all his liabilities and obligations relating to payment of agreed consideration for the relating to payment of agreed considerations for the said unit and also all other additional amount payable by the purchaser/s under terms and conditions of the agreement.

19. DEED OF CONVEYANCE shall mean the Deed of Conveyance /Transfer to be executed by the Owner-Vendor herein / Developer herein unto and in favour of the purchaser/s herein respect of the said unit under second schedule at and upon the purchaser/s herein complying with all his/her/ its/ their obligations/s and paying and depositing all the amounts in time and not committing any breach or default in any manner whatsoever.

20. DEPOSITS shall mean the amounts mentioned in **PART -II** of the **SIXTH SCHEDULE** hereunder written and to be deposited by the Purchasers/s herein with the owner-vendor herein/ developer herein shall also include any other amount that the Owner-vendor/Developer herein may require the purchase/s herein to deposit.

- 21. EXTRA CHARGES** shall mean all other charges and deposits that the purchaser/s shall be required to make in addition to the agreed purchase consideration.
- 22. FORCE MAJEURE** shall include natural calamities, act of god, flood, tidal waves , earthquake , riot, war, storm , tempest fire, civil commotion, civil war, air raid, strike, lockout, transport strike , notice or prohibitory order from Municipality or any other statutory body, or any court Government regulations, due to changes in any municipal or other rules, laws or policies affecting or likely to affect the project or any part or portion thereof, shortage of essential commodities and /or any circumstances beyond the control or reasonable estimation of the OWNER-VENDOR/Developer herein
- 23. MAINTENANCE AGENCY** shall mean the association, society, company, body or committee formed /appointed by the OWNER-VENDOR/Developer herein for the common purposes.
- 24. PROPORTIONATE** With all its cognate variations shall mean the proportion in which the built-up-area of any single flat/unit would bear to the entire undivided built up areas of all the flats/units collectively for the time being in the building, PROVIDED THAT where it refers to the share of any rates and/or taxes relating to the common purposes and the common expenses then such share shall mean the proportions in which the total amount of such taxes rates or expenses as shall be paid equally by the co-owners and such share shall be treated as such rates and/or taxes and common expenses as are being separately levied and the proportionate share of the "said land" under the first schedule and in a proportion to the measuring area of a single flat or unit out of the total measuring area of the entire undivided covered areas of all the flats and the units collectively in the building constructed on the Said Land at the said Premises.
- 25. PURCHASER/S** shall mean the party of the Third part herein agreed to purchase the said Unit under the second Schedule and subject to fulfillment of all the terms and conditions under these presents including and subject to payment of the entire agreed consideration and other additional payments made by the Third Party shall also mean include:
- a) If he/she/they be an individual then his/her/their respective heirs, executors, administrators, legal representatives, and /or permitted assigns.
 - b) If it be a Hindu Undivided Family then its members of the time being and their respective heirs, executors, administrators, , legal representatives, and /or permitted assigns.
 - c) If it be a company then its successor of successors-in-interests and / or permitted assigns.
 - d) If it be a partnership firm then its partners for time being and their respective heirs, executors administrators, legal representatives and / or permitted assigns.
 - e) If it be a Trust then is Trustees for the time being and their successors(s)-in-interest and assigns.
- 26. RIGHTS OF THE OWNER-VENDOR AND THE DEVELOPER ON THE PURCHASERS/S DEFAULT** shall mean the rights mentioned in the NINTH SCHEDULE hereunder written to which the owner-Vendor and the Developer herein shall be entitled in case of any default or breach by the purchaser/s herein
- 27. SAID UNIT** shall mean a flat/car parking space described, mentioned, explained, provided in the SECOND SCHEDULE hereunder written and further the right of common use of the common portions and wherever the context so intends or permits, shall include the said undivided share.
- 28. SINKING FUND** shall mean the fund comprising of the amounts to be paid/deposited and/or contributed by each Unit, including the Purchaser/s herein towards sinking fund which shall be held by the maintenance Agency on account of maintenance expenses
- 29. SPECIFCATIONS** shall mean the manner or standard of construction of the unit and the building as specified and described in the Fourth Schedule hereunder written and / or described.
- 30. UNDIVIDED SHARE** in relation to a unit/flat shall mean the undivided proportionate indivisible impartiable variable shares in land comprised in the said premises which is attributable to the Unit/Flat Concerned.
- 31. OWNER-VENDOR** shall mean all of the First party herein holding right of ownership on the entire land under the first schedule and include it's successor or successors at office, executors, administrator and legal representatives and where the context so permits refer to only such of its as is / are concerned with the relevant matter / issue.
- 32. DEVELOPER** shall mean M/s. ANNAPURNA NIRMAN PVT. LTD. the Second Party herein include it's successor or successors at office, executors, administrators and legal

representatives and dealing with business of promotion and development of real estates and construction of multi storied buildings And shall mean sole and absolute Agent and representatives of all the Owner-Vendor and at present holding physical possessional rights of the said “Demise Land” and where the context so permits refer to only such of them as is/are concerned with the relevant matter/issue.

ARTICLE - II
(TITLE OF THE PROPERTY UNDER FIRST SCHEDULE)

WHEREAS, the Landowner No. 1 [Somenath Nirman Pvt. Ltd.] is absolutely seized and possessed of or otherwise well and sufficiently entitled to:

[A]

[PART – I]

ALL THAT Bastu land measuring an area of 10.89 decimals equivalent to **6 Cottahs 9 Chittacks 27 Sq. Ft.**, a little more or less, **TOGETHER WITH** all easement rights over the said plots of land divided into two plots, [**Plot No. A** land measuring 2.89 decimals comprised in R. S. Dag No. 2844, L.R. Khatian Nos. 10,581, 10579, 10582 and 10583, New L.R. Khatian No. 11743 and **Plot No. B** comprised in R. S. Dag No. 2829, L.R. Khatian Nos. 10582 and 10583, New L.R. Khatian No. 11743 land measuring 8.00 decimals] appertaining to **Mouza – Gopalpur**, J.L. No. 2, R. S. No. 140, Touzi No. 2998, within Police Station Airport within the local limits of Rajarhat Gopalpur Municipality, Ward No. 05, presently Bidhannagar Municipal Corporation Ward No. 04 in the District of North 24 – Parganas, free from all encumbrances, which the Party of the First Part purchased from Sri Gopal Nandi & Others by virtue of a Deed of Sale dated 29th November, 2013, registered in the office of the ADSR, Bidhannagar (Salt Lake City) and recorded in Book No. 1, CD Volume No. 10, Pages from 4693 to 4720, Being No. 03448 for the year 2013.

[PART – II]

ALL THAT Bastu land measuring an area of **0.41 decimals** (share 0.0217) equivalent to **4 Chittacks**, a little more or less, being **Plot No. A/1** **TOGETHER WITH** all easement rights over the said plot of land appertaining to **Mouza – Gopalpur**, J.L. No. 2, R. S. No. 140, Touzi No. 2998, L.R. Khatian No. 10580, New L.R. Khatian No. 11743 comprised in **R. S. Dag No. 2840** within Police Station Airport within the local limits of Rajarhat Gopalpur Municipality, Ward No. 05, presently Bidhannagar Municipal Corporation, Ward No. 04 in the District of North 24 – Parganas, free from all encumbrances, which the Party of the First Part purchased from Smt. Gopa Majumdar by virtue of a Deed of Sale dated 31st January, 2014 registered in the office of the ADSR, Bidhannagar (Salt Lake City) and recorded in Book No. 1, CD Volume No. 1, Pages from 6701 to 6717, Being No. 00295 for the year 2014.

AND WHEREAS, the Landowner No. 2 [Kedarnath Nirman Pvt. Ltd & Chandra Sekhar Nirman Pvt. Ltd.] are absolutely seized and possessed of or otherwise well and sufficiently entitled to :

[B]

[PART – I]

ALL THAT un-divided **half share** of Bastu land measuring **13.60 decimals** equivalent to **6.80 decimals equivalent to 4 Cottahs 2 Chittacks**, a little more or less, being **Plot No. ‘C’** **TOGETHER WITH** all easement rights over the said plot of land appertaining to **Mouza – Gopalpur**, J.L. No. 2, R. S. No. 140, Touzi No. 2998, within **Police Station - Airport** within the local limits of Rajarhat Gopalpur Municipality, Ward No. 05, presently Bidhannagar Municipal Corporation, Ward No. 04 in the District of North 24 – Parganas, free from all encumbrances and the said land is owned in the following manner:

<u>L.R. Kh.</u>	<u>R.S. Dag No.</u>	<u>ShareArea in decimals</u>	
10581	2840	0.3039	5.77
10579	2840	0.0217	0.41
10582	2840	0.1953	3.71
10583	2840	0.1955	3.71

New L.R. Khatian Nos. 11764 and 11765
Hence, total Land in R. S. Dag No. 2840 stands

13.60 deci.

Half share of the total Area of Shali land stands 6.80 decimals equivalent to 4 Cottahs 2 Chittacks more or less, which they purchased by virtue of a Deed of Sale dated 20th December, 2013, registered in the office of the ADSR, Bidhannagar (Salt Lake City) and recorded in Book No. 1, CD Volume No. 11, Page from 4381 to 4406, Being No. 03750 for the year 2013.

[PART – II]

ALL THAT un-divided **half share** of Bastu land measuring **13.60 decimals** equivalent to **6.80 decimals equivalent to 4 Cottahs 2 Chittacks**, a little more or less, being **Plot No. 'C/1'** TOGETHER WITH all easement rights over the said plot of land appertaining to **Mouza – Gopalpur**, J.L. No. 2, R. S. No. 140, Touzi No. 2998, within **Police Station Airport** within the local limits of Rajarhat Gopalpur Municipality, Ward No. 05 presently Bidhannagar Municipal Corporation, Ward No. 04 in the District of North 24 – Parganas, free from all encumbrances and the said land is owned by the Vendors and having being mutated in the Records of the B.L. & L.R.O., Rajarhat in the following manner:

<u>L.R. Kh.</u>	<u>R.S. Dag No.</u>	<u>Share Area in decimals</u>	
10581	2840	0.3039	5.77
10579	2840	0.0217	0.41
10582	2840	0.1953	3.71
10583	2840	0.1955	3.71
Hence, total Land in R. S. Dag No. 2840 stands			13.60 deci.

New L.R. Khatian Nos. 11764 and 11765

Half share of the total Area of Shali land stands 6.80decimals equivalent to 4 Cottahs 2 Chittacks more or less, which they purchased by virtue of a Deed of Sale dated 20th December, 2013, registered in the office of the ADSR, Bidhannagar (Salt Lake City) and recorded in Book No. 1, CD Volume No. 11, Page from 4540 to 4565, Being No. 03759 for the year 2013.

PART – III

ALL THAT piece or parcel of revenue paying RayataDakhaliSwatyaBastu land measuring **3 (three) Cottahs 9 (nine) Chittacks 07 (seven) Square Feet**, a little more or less, including Common Passage, appertaining to **Mouza – Gopalpur**, J.L. No. 2, R. S. No. 140, Touzi No. 2998 in the District of North 24 – Parganas, TOGETHER WITH all easement rights of common passage comprised in part of C. S. Dag No. 3812, **R. S. Dag No. 2828** under C. S. Khatian No. 176, R. S. Khatian No. 232, there under Khanda R.S. Khatian No. 2707, L.R. Khatian No. 10685, New L.R. Khatian Nos. 11764 and 11765 : land measuring 3 (three) decimals and L.R. Khatian No.10684 : New L.R. Khatian Nos. 11764 and 11765 land measuring 3 (three) decimals, within the local limits of Rajarhat Gopalpur Municipality Ward No. 05, presently Bidhannagar Municipal Corporation, Ward No. 04, **Police Station – Airport**, Additional District Sub-Registration Office at Bidhannagar (Salt Lake City) in the District of North 24 – Parganas, free from all encumbrances, which they purchased by virtue of a Deed of Sale dated 24th January, 2014, registered in the office of the ADSR, Bidhannagar (Salt Lake City) and recorded in Book No. 1, CD Volume No. 1, Page from 5165 to 5182, Being No. 00224 for the year 2014.

PART – IV

ALL THAT Bastu land measuring an area of **0.73 decimals** (share 0.0384) equivalent to **7 Chittacks 03 Sq. Ft.**, a little more or less, being **Plot No. C/2**, TOGETHER WITH all easement rights over the said plot of land appertaining to **Mouza – Gopalpur**, J.L. No. 2, R. S. No. 140, Touzi No. 2998, L.R. Khatian No. 10580, New L.R. Khatian Nos. 11764 and 11765 comprised in **R. S. Dag No. 2844** within Police Station Airport within the local limits of Rajarhat Gopalpur Municipality, Ward No. 05 presently Bidhannagar Municipal Corporation, Ward No. 04 in the District of North 24 – Parganas, free from all encumbrances, which they purchased by virtue of a Deed of Sale dated 31st January, 2014, registered in the office of the ADSR, Bidhannagar (Salt Lake City) and recorded in Book No. 1, CD Volume No. 1, Page from 6718 to 6735, Being No. 00296 for the year 2014.

AND WHEREAS, the **Land owner No. 3 [Annapurna Mondal]** is absolutely seized and possessed of or otherwise well and sufficiently entitled to:

[C] **ALL THAT** piece or parcel of Rayata Dakhali Swattya “Bastu” land measuring an area of **3 (three) Cottahs**, equivalent to 5 (five) decimals (share 1710) be the same a little more or less, together with all easement rights and common passages, comprised in part of C.S. Dag No. 3812, **R. S. Dag No. 2828** under C. S. Khatian No. 176, R. S. Khatian No. 232, thereafter Khanda Khatian No. 2707, L.R. Khatian No. 3740, New L.R. Khatian No. 12298, appertaining to **Mouza – Gopalpur**, J.L. No. 2, R. S. No. 140, Touzi No. 2998 within the local jurisdiction of Rajarhat Goopalpur Municipality, Ward No. 05, presently Bidhannagar Municipality Corporation, Ward No. 04 Kolkata – 700136 within **P. S. Airport** within the Registration Jurisdiction of ADSR, Bidhannagar (Salt Lake City) in the District of North 24 – Parganas, free from all encumbrances, which she purchased by virtue of a Deed of Sale dated 25th April, 2014, registered in the office of the ADSR, Bidhannagar (Salt Lake City) and recorded in Book No. 1, CD Volume No. 4, Page from 6221 to 6238, Being No. 01154 for the year 2014.

AND WHEREAS, the **Landowner No. 4 [Sarat Kumar Mondal]** is absolutely seized and possessed of or otherwise well and sufficiently entitled to :

[D] **ALL THAT** Bastu land measuring an area of **3 (three) Cottahs**, be the same a little more or less TOGETHER WITH all easement rights over the said plot of land appertaining to **Mouza – Gopalpur**, J.L. No. 2, R. S. No. 140, Touzi No. 2998, comprised in C. S. (Praja) Khatian Nos. 4, 1290, 1291, 1292, R. S. Khatian No. 2876, 2877, 2878, L. R. Khatian No. 2613, new L.R. Khatian No. 21183, C. S. Dag No. 3823, **R. S. Dag No. 2839** within the local limits of Rajarhat Gopalpur Municipality, Ward No. 05, presently Bidhannagar Municipality Corporation, Ward No. 04 having Municipal Holding No. AS/69/BL-B/13-14 within **P.S. Airport** in the District of North 24 – Parganas, free from all encumbrances, which he purchased by virtue of a Deed of Sale dated 18th July, 2014, registered in the office of the ADSR, Bidhannagar (Salt Lake City) and recorded in Book No. 1, CD Volume No. 7, Page from 5642 to 5661, Being No. 02014 for the year 2014.

AND WHEREAS, the **Landowner No. 5 [Bikash Mondal]** is absolutely seized and possessed of or otherwise well and sufficiently entitled to :

[E] **ALL THAT** piece and parcel of Bastu land measuring an area of 01 Cottah 04 Chittacks 26 Square Feet, be the same a little more or less, together with all easement rights, lying and situated at Mouza Gopalpur, J. L. No. 2, R. S. No. 140, Touzi No. 2998, Pargana-Kolkata, comprised in C. S. Dag No. 3823 corresponding to R. S. Dag No. 2839, New L. R. Khatian No. 12133, within P.S. Airport within the Registration Jurisdiction of ADSR, Bidhannagar (Salt Lake City), within the local limits of Rajarhat Gopalpur Municipality, Ward No. 5, presently Bidhannagar Municipality Corporation, Ward No. 04 in the District of North 24 – Parganas, free from all encumbrances, which he purchased by virtue of a Deed of Sale dated 10th December, 2014 registered in the office of the A.D.S.R, Bidhannagar (Salt Lake City) and recorded in Book No. 1, CD Volume No. 9, Page from 10376 to 10395, Being No. 03469 for the year 2014.

AND WHEREAS, the **Landowner No. 6 Part [Sathi Mondal]** is absolutely seized and possessed of or otherwise well and sufficiently entitled to :

[F] **ALL THAT** piece and parcel of Bastu land measuring an area of 01 Cottah 08 Chittacks be the same a little more or less, together with all easement rights, lying and situated at Mouza Gopalpur, J. L. No. 2, R. S. No. 140, Touzi No. 2998, Pargana-Kolkata, comprised in C. S. Dag No. 3823 corresponding to R. S. Dag No. 2839 under R. S. Khatian Nos. 2876, 2877 & 2878, new L.R. Khatian No. 21619 within P.S. Airport within the Registration Jurisdiction of ADSR, Bidhannagar (Salt Lake City), within the local limits of Rajarhat Gopalpur Municipality, Ward No. 5, presently Bidhannagar Municipality Corporation, Ward No. 04 in the District of North 24 – Parganas, free from all encumbrances, which the Party of the Eighth Part purchased by virtue of a Deed of Sale After Registered Sale Agreement dated 14th March, 2016, registered in the office of the ADSR,

Bidhannagar (Salt Lake City) and recorded in Book No. 1, Volume No. 1504-2016, Pages from 16833 to 16852, Being No. 150400497 for the year 2016.

AND WHEREAS, the **Landowner No. 7 Part [Mrs. Jhinku Roy]** is absolutely seized and possessed of or otherwise well and sufficiently entitled to:

[G]**ALL THAT** piece and parcel of Bastu land measuring an area of 01 Cottah 08 Chittacks of land in Plot No. 1, comprised in C. S. Dag No. 3823, **R. S. Dag No. 2839** under C. S. Khatian No. 1290, 1291, 1292, R. S. Khatian No. 2876, 2877, 2878 and land admeasuring 03 Cottahs 05 Chittacks 14 Sq. Ft., in plot No. CD/11, comprised in C. S. Dag No. 3814, **R. S. Dag No. 2830** under R. S. Khatian No. 310, R. S. Khanda Khatian No. 2387, 2388 and 2391, having total land measuring an area of **04 (four) Cottahs 13 (thirteen) Chittacks 14 (fourteen) Square Feet**, a little more or less, together with all easement rights, lying and situated at Mouza Gopalpur, Pargana-Kolkata, P.S. Airport (Dum Dum) within the Registration Jurisdiction of ADSR, Bidhannagar (Salt Lake City), J. L. No. 2, Touzi No. 2998, within the local limits of Rajarhat Gopalpur Municipality, Ward No. 5, bearing Holding No. RGM/5/117, Block 'B' and RGM/5/118, Block 'B' in the District of North 24 – Parganas, free from all encumbrances,

Which she purchased by virtue of Deed of Conveyance dated 19-09-2012, registered in the office of the District Registrar, Barasat and recorded in Book No. 1, CD Volume No. 47, Page from 3419 to 3451, Being No. 13889 for the year 2012, against valuable consideration recorded therein

AND WHEREAS, the **Landowner No. 8 Part [(1) SMT. SANDHYA RANI SAHA, (2) MISS. GOPA SAHA and (3) MISS. DIPA SAHA]** are jointly seized and possessed of or otherwise well and sufficiently entitled to:

[H] **ALL THAT** piece and parcel of Bastu land measuring an area of **02 Cottah 04 Chittacks**, a little more or less, lying and situated at **Mouza – Gopalpur**, J. L. No. 2, R. S. No. 140, Touzi No. 125B/1, comprised in C. S. Dag No. 3830, **R. S. Dag No. 2844** under C. S. Khatian No. 1575, R. S. Khatian No. 1550 recorded as L.R. Khatian No. 21501 in the name of Sandhya Rani Saha, L. R. Khatian No. 21503 in the name of Gopa Saha and L.R. Khatian No. 21502 in the name of Dipa Saha within the jurisdiction of **Airport Police Station** within the local limits of **Bidhannagar Municipal Corporation, Ward No. 4** in the District of North 24 – Parganas **TOGETHER WITH** all rights, liberties and easements including the easement of egress and ingress and otherwise all common rights and facilities available in the said plot of land free from all encumbrances, which they inherited from Satya Ranjan Saha being husband of **SMT. SANDHYA RANI SAHA** and father of **MISS. GOPA SAHA** and **MISS. DIPA SAHA** by operation of **Hindu Succession Act, 1956**.

AND WHEREAS, all the Parties hereto have jointly decided to develop their aforesaid landed property by raising multi-storied buildings and / or housing project thereon and to facilitate better planning they have settled to amalgamate the aforesaid plots into a single one and with such intention, they have prepared a Plan amalgamating the several adjacent plots into a single one measuring an area of **ALL THAT** land homestead land measuring an area of **34 (thirty four) Cottahs 15 (fifteen) Chittacks and 32 Square Feet**, be the same a little more or less appertaining to **Mouza – Gopalpur**, J.L. No. 2, R. S. No. 140, Touzi No. 2998 within **Police Station- Airport** within the local limits of Rajarhat Gopalpur Municipality, Ward No. 05 presently Bidhannagar Municipal Corporation, Ward No. 04 in the District of North 24 – Parganas, free from all encumbrances, more fully and particularly described in the **FIRST SCHEDULE** hereunder written in the following manner:

<u>Name of Company/ Persons</u>	<u>R. S. Dag No.</u>	<u>R. S. Khatian No.</u>	<u>Area of Land in K – Ch-Sft.</u>
Somnath Nirman Pvt. Ltd.	2844	1680 2.89 deci	= 01-12-01
	2829	2588 8.00 deci (10.89 deci)	= 04-13-26
	2840	2528 0.41 “	= 00-04-00
KedarnathNirman Pvt. Ltd.	2840	2528 6.80 deci	= 04-02-00
&	2840	2528 6.80 deci	= 04-02-00
Chandra Sekhar Nirman Pvt. Ltd.	2828	2707 6.00 deci	= 03-09-07
	2844	2528	= 00-07-03
Annapurna Mondal	2828	232	= 03-00-00
Sarat Kumar Monda	2839	2876 to 2878	= 03-00-00
Jhinku Roy	2839	2876 to 2878	= 01-08-00
	2830	310	= 03-05-14
Bikash Mondal	2839	2877	= 01-04-26
Sandhya Rani Saha,	2844	1550	= 02-04-00
GopaSaha&DipaSaha Sathi Mondal	2839	2876 to 2878	= <u>01-08-00</u>
		Total Land:	= 34-15-32

i.e. 34 Cottahs 15 Chittacks and 32 Square Feet, a little more or less
comprised in R. S. Dag Nos. as follows:

	<u>Cottah – Chittack - Sq. Ft..</u>		
R. S. Dag No. 2828 land measuring	06	09	07
R. S. Dag No. 2829 land measuring	04	13	26
R. S. Dag No. 2830 land measuring	03	05	14
R. S. Dag No. 2839 land measuring	07	04	26
R. S. Dag No. 2840 land measuring	08	08	00
R. S. Dag No. 2844 land measuring	<u>04</u>	<u>07</u>	<u>04</u>

Note : In this connection it is important to record that Mrs. Jhinku Roy, Sandhya Rani Saha, DipaSaha and GopaSaha have separately entered into Development Agreement with the Developer hereto by virtue of registered Development Agreement and registered Development Power in favour of Annapurna Nirman Pvt. Ltd represented by its Director- Mr. Bikash Mondal, as per rules and those Agreements are in full force and effect. The Landowners hereto have undertaken that they shall not raise any objection in acknowledging the Landowner's Allocation irrespective of location of their land.

AND WHEREAS, by virtue of the aforesaid Deed of Amalgamation dated 21st July, 2017, registered in the office of the ADSR, Bidhannagar and recorded in Book No. 1, Volume No. 1504-2017, Pages from 35373 to 35432, Being No. 150400961 for the year 2017, the Parties hereto jointly seized and possessed of or otherwise well and sufficiently entitled to **ALL THAT** land homestead land measuring an area of **34 (thirty four) Cottahs 15 (fifteen) Chittacks and 32 Square Feet**, be the same a little more or less appertaining to **Mouza – Gopalpur**, J.L. No. 2, R. S. No. 140, Touzi No. 2998 within **Police Station - Airport** within the local limits of Rajarhat Gopalpur Municipality, Ward No. 05 presently Bidhannagar Municipal Corporation, Ward No. 04 in the District of North 24 – Parganas, **TOGETHER WITH** all rights, liberties and easements including the easement of egress and ingress and otherwise all common rights and facilities available in the said plot of land free from all encumbrances, charges, mortgages, liens, attachments etc.

AND WHEREAS, the said Landowners are now desirous of developing the said land by constructing thereupon multi-storied building in accordance with the building plan. But due to financial stringency and shortage of time and manpower, the Landowners are unable to start the construction of

the said building and had been in search of a Developer, who can undertake the responsibility of construction of such building on the said premises by affording his own arrangement and expenses.

AND WHEREAS, knowing the intention of the Landowners hereto, **ANNAPURNA NIRMAN PVT. LTD.**, a Private Limited Company incorporated under the Companies Act, 1956, having its office at Krishnapur, Purbapara, P.O. Krishnapur, Kolkata - 700102 and represented by its **Director : BIKASH MONDAL** son of Sri Sarat Kumar Mondal, by faith – Hindu, by Nationality – Indian, hereinafter called and referred to as the “**DEVELOPER**” contacted the Landowners and requested the Landowners to allow him to develop the said premises as desired by the Landowners by constructing the proposed multi-storied building/s in accordance with the building to be sanctioned in the name of the Landowners, at its own arrangement, costs and expenses.

AND WHEREAS, the Landowners are having thus been approached by the Developer, have agreed to allow the Developer to develop **ALL THAT** land homestead land measuring an area of **34 (thirty four) Cottahs 15 (fifteen) Chittacks and 32 Square Feet**, be the same a little more or less appertaining to **Mouza – Gopalpur**, J.L. No. 2, R. S. No. 140, Touzi No. 2998 within **Police Station - Airport** within the local limits of Rajarhat Gopalpur Municipality, Ward No. 05 presently Bidhannagar Municipal Corporation, Ward No. 04 in the District of North 24 – Parganas, free from all encumbrances, **TOGETHER WITH** all rights, liberties and easements including the easement of egress and ingress and otherwise all common rights and facilities available in the said plot of land free from all encumbrances, charges, mortgages, liens, attachments etc.

AND WHEREAS, the Landowners [From Serial No. 1 to 6] hereto with the above intention entered into an Development Agreement with the Developer dated **18TH AUGUST, 2017**, which was registered in the office of the Additional District Sub-Registrar, Bidhannagar (Salt Lake City and recorded in Book No. 1, Volume No. 1504-2017, Page from 42163 to 42233, **Being No. I- 1128/17** for the year 2017 and also executed a **Development Power** dated **22ND AUGUST, 2017**, which was also was registered in the office of the Additional District Sub-Registrar, Bidhannagar (Salt Lake City and recorded in Book No. 1, Volume No. 1504-2017, Page from 42515 to 42552, **Being No. I- 1138/17** for the year 2017 on the terms and conditions recorded therein.

AND WHEREAS, the Landowner No. 7 hereto with the above intention entered into a Development Agreement with the Developer dated **8TH AUGUST, 2014**, which was registered in the office of the Additional District Sub-Registrar, Bidhannagar (Salt Lake City and recorded in Book No. 1, Volume No. 7, Page from 12741 to 12765, **Being No. I-02305/14** for the year 2017 and also executed a Development Power dated **8TH AUGUST, 2014**, which was also was registered in the office of the Additional District Sub-Registrar, Bidhannagar (Salt Lake City and recorded in Book No. 1, Volume No. 7, Page from 13268 to 13278, **Being No. I-2329/14** for the year 2017 on the terms and conditions recorded therein.

AND WHEREAS, the Landowner No. 8 hereto with the above intention entered into an Development Agreement with the Developer dated **15TH JUNE, 2016**, which was registered in the office of the Additional District Sub-Registrar, Bidhannagar (Salt Lake City and recorded in Book No. 1, Volume No. 1504-2016, Page from 37805 to 37842, **Being No. I-1056/16** for the year 2017 and also executed a Development Power dated **21ST FEBRUARY, 2017**, which was also was registered in the office of the Additional District Sub-Registrar, Bidhannagar (Salt Lake City and recorded in Book No. 1, Volume No. 1504-2017, Page from 4934 to 4957, **Being No. I-137/17** for the year 2017 on the terms and conditions recorded therein.

AND WHEREAS, by virtue of the aforesaid Development Agreement and registered General Power of Attorney, the Developer hereto prepared a Building Plan in the name of the Landowners aforesaid and submitted before the Competent Authority for their sanction and got the same vide **No. 937/14-15 dated 21/07/2014** from the **Rajarhat Gopalpur Municipality**,

By virtue of the said Development agreement the Developer herein has after obtaining the physical possession of the said land from the Land Owner, commenced the construction works of multi-storied building on and upon the owner's said demised land hereunder the First Schedule which is under progress.

ARTICLE - III
ABSOLUTE RIGHT, TITLE OF THE OWNER-VENDOR

The Owner-Vendor herein are the joint owners and seized and possessed of or otherwise well and sufficiently entitled to the subject property more fully particularly mentioned, described, explained, enumerated, provided at the under the **FIRST SCHEDULE** hereunder written and enjoying the right and interest thereof free from all sorts of encumbrances, charges, liens, lispendenses, demands, claims, hindrances, attachments, debts, dues, acquisitions and requisitions whatsoever without any interference, obstruction and disturbance whatever from any person whomsoever and corner manner whatever save and except the rights conferred upon the Developer and created by the Owner-Vendor herein by way of and under the terms and conditions of the said Development Agreements dated 08/08/2014 & 21/02/2017 & 22/08/2017 and by which the owners have appointed the Developer herein as the only and exclusive Agent of the Owner to Execute all the work of Development and Completion thereof in respect of the owner's said Land under the First Schedule hereto.

ARTICLE - IV
THE PROJECT

1. The said M/s. Annapurna Nirman Pvt. Ltd as the developer as well the exclusive agent of the Owner-Vendor being well entire carrying on construction erection of the said building and the project comprise of various flats /units/Apartments constructed spaces and car parking spaces etc. capable of being held and / or enjoyed independently of each other and the said Project has been named **NIRMAN GREENS at Kalipak (Bablatala), P.O- Rajarhat-Gopalpur, P.S- Presently Narayanpur, Previously Airport, Kolkata 700136**, under a good progress of construction and awaiting for its completion at or upon the **FIRST SCHEDULE** premises

2. The flats/Units/Apartments constructed spaces and car parking spaces shall be sold to the intending transferees who shall enter into the instant agreement and shall on payment of the entire purchase consideration acquire an unit at **NIRMAN GREENS**

ARTICLE - V
PURCHASERS INTEREST TO PURCHASE

The purchaser/s herein approached the Owner-Vendor and the Developer herein for having allotment and Purchase of **ALL THAT** piece and parcel of the **Flat/Unit bearing No. _____** on the _____ **Floor of Nirman Greens (Block-I/II)** measuring about an area a little more or less _____ **Sq. ft.** in the "**Said Building**" Along with _____ **Car parking Space Being No. _____** measuring about a little more or less _____ **Sq. ft at Ground Floor of Nirman Greens (Block- I/II)**, and together with the proportionate share of land contained at and under the said premises and togetherwith the common areas, benefits, amenities, facilities and others thereof as under morefully and particularly mentioned, described, enumerated, provided and explained at and under the Second Schedule hereunder written and as under and the Owner /Vendor herein and the developer herein agreed to make such allotment on certain terms and conditions that have been agreed to by and between the parties and are being recorded in writing herein.

NOW IT IS HEREBY DECLARER THAT THE PARTIES HERETO HAVE AGREED AS FOLLOWS:-

1. ALLOTMENT:

1.1 The Purchase/s herein agree/s to purchase and the OWNER-VENDOR as well as The Developer herein, agree to sell and allot to the purchase/s herein **ALL THAT** the unit / **Flat bearing No. _____**, on the Fifth floor measuring about _____ **Sq. ft.** a little more or less super built up area along with _____ **Car parking Space being No. _____** measuring about a little more or less _____ **Sq. ft at Ground Floor** in the building Namely **NIRMAN GREENS**

(BLOCK-I/II) morefully, particularly and collectively mentioned and described in the second schedule hereunder written together with the undivided proportionate impartable share of land contained under the First Schedule at the said premises and together with common easement right to the common areas, benefits, amenities, facilities morefully described in the Third Schedule and other rights, benefits and appurtenances in connection to the said unit/flat free from all encumbrances, charges, liens, lispenses, demands, claims, hindrances, attachments, debts, dues acquisitions and requisitions whatsoever on the terms and conditions recorded herein.

1.2 The purchaser/s herein shall pay the agreed consideration, additional payments and deposits in the manner specified in and upon completion of such payments, the **SECOND SCHEDULE** property shall deemed to allotted to the purchaser/s subject to the purchaser/s subject to the Purchaser/s herein first complying with and / or performing the terms and condition , covenants and obligations required to be complied with and / or performed on the part of the purchaser/s herein and as under or as stipulated and enshrined under prevailing law.

1.3 After completion of allotment as mentioned above, the Owner-Vendor and the Developer herein shall execute the Deed of Conveyance /s unto and in favour of the purchaser/s in respect of the said Unit/ Flat in the manner stated herein.

2. PURCHASERS SATISFACTION.

The Purchaser/s herein has / have independently examined or caused to be examined the following relating to the title and has / have fully satisfied himself/herself/itself/themselves about the same.

- a) The documents relating to the title of the premises.
- b) The building plan/s and / or modifications sanctioned and/or approved by the (Rajarhat Gopalpur Municipality Formerly) presently Bidhannagar Municipal Corporation.
- c) The respective right, title and interest of the owner- Vendor and the Developer herein respect of the premises.

2.1. The Purchaser/s undertake/s and covenant/s as not to raise henceforth any objection or make any requisition regarding the above and also waive/s his/her/its/their right, if any to do so.

3. CONSTRUCTION

3.1. The construction of the building including the said **SECOND SCHEDULE** property and the common parts and portions thereof, shall be carried out by the Developer herein.

3.2. The building and the common portions shall be constructed and completed as per specifications (including any revisions thereto) mentioned as described, explained and provided in the **FOURTH SCHEDULE** hereto.

3.3. The Materials of construction, promotion, building, development and erection of the building /s including the said Flat / Unit described in **SECOND SCHEDULE** property and their quality shall be such as be approved by the recorded architect /surveyor thereof.

3.4. The Developer herein shall be entitled to make such changes, modification , additions, alternations and/or variations regarding the construction, erection promotion , building and development and the specifications of the building/s including the **SECOND SCHEDULE** property, the common portions as may be deemed necessary by the Developer herein and / or required by any authority including the Formerly Rajarhat Gopalpur Municipality, presently Bidhannagar Municipal Corporation, wherein the purchaser/s hereby authorize/s the Developer herein in this regards and the knowledge or any further consent of the purchaser/s herein shall not be required henceforth for the same , such charges, costs, expenses etc. may be made by the developer herein consultation with the Architect/s. No claim or objection shall be raised by the Purchaser/s herein in this regards at any time.

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

3.6 The Purchaser/s herein before or after completion of the sale of the subject unit herein shall not for any reason, directly or indirectly, make or cause any obstruction, interruption , hindrance impediment, interference or objection in any manner relating to or concerning the construction or

completion of the building by the Owner - Vendor as well as The Developer herein and /or the Transfer sale of the disposal of any Unit/s/ Flat/s/ Car parking Space/s or other portion/s of the said Building. In default the Purchaser/s herein shall be responsible and liable for all the losses and damages, which the Owner -Vendor and The Developer herein may suffer in this regard.

3.7 The Owner - Vendor and the Developer and the Developer herein shall endeavor to construct promote, built, develop and erect the said unit/s/ Flat/s/ Car parking Space/s and the date mentioned in PART - III of the FIFTH SCHEDULE hereunder written subject to the force majeure and / or reasons beyond the control of the Developer herein, which irresistible circumstances the time shall automatically stand extended and the purchaser/s herein shall not be entitled to make or raise any objection or claim whatsoever in the regard.

3.8 The Purchaser/s herein shall not in any manner interfere or hinder or obstruct the completion of the project and / or the other Unit/s/ Flat/s/ Car parking Space/s and other portion/s of the said Building/s or any part thereof by the Developer herein and / or the other prospective purchaser/s hereof and shall further not be entitled to raise and make any objection whatever with regards to raising, constructing, promoting, building developing and erecting and there upon any further storey and / or stories as above at and upon the roof/s of the building/s ought to be constructed, built, developed, promoted and erected and to lawfully use , enjoy, sell , demise, transfer provide and give the same to any person whomsoever for any consideration and in any lawful manner whatsoever and till the said construction, erection, promotion , development and building of the said further storey and / or stories is not made and or completed, the roof/s of the said Building/s shall be the property of the developer herein as per the respective allocations and upon the completion of the said construction, erection, promotion, development and building of the said further storey and /or stories the roof of the said building shall be under the use , occupation and Possession of the owner-Vendor and the Developer herein in the manner as kept, assigned and provided at and under the agreement/s and / or conveyance/s thereof meant for the transfer, alienation, grant, demise of the parts and portion of the subject premises and the building/s standing and / or lying erected thereupon and further to make any further construction, erection, promotion , development and building at around and adjacent to the subject project The purchaser/s limited use rights shall remain the said ultimate roof and the purchaser/s consents to the same.

3.9 The Purchaser/s herein shall not be entitled to raise or cause to raise any objection of whatsoever nature in the matter of completion of the said project and construction of the said Unit/s/Flat/s/Car-parking Space/s and other portion/s of the said building/s and / or construction of the further structure/s thereupon anyhow and/ or in any manner.

4. CONSIDERATION.

The agreed consideration for sale, transfer, conveyance, alienation, grant, of the said Unit/s/Flat/s/Car parking Space/s and others as mentioned, described enumerated provided and given in **PART-1** of the **FIFTH SCHEDULE** hereunder written shall be paid by the Purchaser/s herein to the Owner-Vendor/Developer herein accordance with the payment schedule contained at under PART-II of the Fifth Schedule hereunder written and / or written. Time of payment shall be the essence of the contract.

5 ADDITIONAL PAYMENTS AND DEPOSITS:

5.1 Beside the agreed consideration, the purchaser/s herein shall also pay to the Owner-vendor/Developer herein the additional payment as mentioned explained. Enumerated, provided and given at and under PART- I of the SIXTH SCHEDULE and also shall pay and deposits all as mentioned in PART-II of the SIXTH SCHEDULE hereunder written.

5.2 In case the area of the flat is found to be increased after completion of construction and if such addition in area is certified by the architect/s of the project, the purchaser/s herein shall make the payment/s of considerations/s is agreed hereto.

5.3 The amounts of the additional payments and deposits shall be paid by the Purchaser/s herein within 7 days of the respective demand for the same on or before the date of possession whichever is earlier. In the event of the Owner-Vendor and the Developer herein being unable to quantify an amount at the initial stage, the purchaser/s herein shall make payment on the basis of the estimates made by the Owner-Vendor and the Developer herein. In case of subsequent revision of estimates and / or upon quantification of the concerned amount(s) demanded by the Owner - Vendor and the Developer herein, the Purchaser/s herein shall pay the balance /further amount(s) within 15 days of such demand.

5.4 The additional Payments and the deposits are an integral part of the transaction and non-payment/delayed payments thereof shall also result in default on in the part of the Purchaser/s and the Owner - Vendor and The Developer herein shall become entitled to exercise the right on the Purchaser/s causing such default.

5.5 The Purchaser/s herein shall be entitled to nominate the rights under these presents only with the consent of the Developer herein, which may be given upon payment of transfer/assignment fees at the rate of **Rs. 100000/-** of each Unit.

5.6 In addition to the consideration the purchaser shall be liable for payment of all Government taxes & Duties as applicable from time to time presently GST is 12%, on extra installations and works purchaser shall pay 18% of GST which shall be charged separately

6. POSSESSION.

6.1 Upon the said, Unit/s/Flat/s/Car parking Space/s / Commercial Spaces/s and other/s, if any, shall be deemed to be ready for delivery of possession upon the same being completed internally in a reasonable habitable condition with reasonable ingress to and egress from the said unit/s/flat/s/ car parking space/s and other/s being provided along with temporary or permanent water drainage, sewerage , electricity and lift facilities/connections, the developer shall thereafter issue a notice to purchaser/s herein called upon the purchaser/s herein to take possession of the said unit Unit/s/Flat/s/Car parking Space/s and other/s upon making payments of all dues and complying with all other outstanding obligations of the purchasers herein at the relevant time even if any or some work in respect of the common areas , common amenities and common facilities are not till then completed in all respect , however the Developer shall cause to complete all the common portions and common facilities and as per programme of constructional specification respectively mentioned in the THIRD and FOURTH SCHEDULE hereunder.

6.2 The Purchaser/s herein shall be entitled to received possession of the said Unit/s Flat/s / Car-parking Space and Other/s only upon prior payments o fall His/her/their dues including the agreed consideration, the additional payments and deposits and also upon due compliance with and/or performance of all covenants, undertakings and obligations required to be complied with and / or performed on the Part of the Purchaser/s herein in pursuance hereof or otherwise required by law, The obligation to make over possession of the said Unit/s Flat/s Car Parking Space/s and other/s shall arise only thereafter.

6.3 In the event of the Purchaser/s herein not making full payments and / or not Complying with any of his/her/their obligations and /or not taking possession of the said Unit/Flat within a period of 15 days from the date of issue of the notice under clause 6.1 herein above, the purchaser/s herein shall be deemed to have committed default entitling the Owner-Vendor / Developer herein to exercise its rights on the purchaser's/s default.

6.4 With effect from the date of possession the purchaser/s herein shall be deemed to have fully satisfied himself/herself/themselves regarding the title of the property and the respective rights, title of the Owner-Vendor and the Developer And also regarding constructional - specifications, built up and super built up area, workmanship, materials use and structural stability and completion of the said Building, the common portions and the said Units/s/ Flat/s/ car Parking Space/s and other/s modification and accordingly shall not thereafter be entitled to raise any objection or make any claim regarding the same.

6.5 Upon making the units habitable, the company shall give a notice thereof to the respective purchaser thereof who shall within 15 days of its service pay the entire balance amount and all other amounts and deposits payable to the company and fulfilled all their other covenants and obligations and take possession of their respective unit.

7. ALIENATION.

7.1 Until a Deed of Conveyance is executed unto and in favor of the Purchaser/s Herein, The Purchaser/s herein shall not be entitled to mortgage (Except in the case of Purchasers obtaining a home / housing loan from any recognized financial institution where clause C below shall be applicable) or encumber or alienate or dispose of or deal in any manner whatsoever with thee said Unit/S Flat/s or any portion thereof and / or any right or benefit of the purchaser/s herein in the said Unit /Flat/car parking Space and others and / or under this memorandum unless all the following conditions are complied with:

- a) There has been no default whatsoever by the Purchaser/s herein in compliance with and / or performance of any of the purchaser herein covenants, undertaking and obligations under this memorandum or other wise
- b) The purchaser/s herein has/ have made full payment of the agrees consideration, Additional payments and deposits
- c) Prior consent in writing is obtained from the Developer herein regarding the proposed mortgage, encumbrance, assignment disposal or alienation

7.2 After completion of the execution and registration o the Deed of conveyance unto and in favour of the purchaser/s herein the Purchaser/s herein may deal with dispose of the alienate the said Unit/Flat in lawful manner and subject to the following conditions:

- a) The said Unit/s/Flat/s/ Car parking Space/s and Other/s be one lot and shall not be partitioned or dismembered in parts, in case of sake, alienation, transfer, demise and grant of the said Unit/s/Flat/s/ Car-parking Space/s and Other/s unto and in favour of more than one buyer the same shall be done in their favor jointly and in undivided shares.
- b) The Transfer, sell, grant, demise and sale of the said Unit/s / Flat/s/s Car-parking Space/s and other/s by the purchaser/s herein shall not be in any manner inconsistent with this agreement and / or the Deed of Conveyance and the covenants contained herein and / or to be contained in the deed of conveyance shall run with the land and / or transfer and shall be self - same manners and nature, the Person (s) to whom the purchaser/s may transfer / alienate the said Unit/s/flat/s/Car Parking Space/s and other/s shall be made bound by the same terms and conditions, covenants, stipulations, undertakings, and obligations as applicable to the purchaser/s herein by law and / or by virtue of this agreement and / or the deed of conveyance.
- c) All the dues including outstanding amounts, interest, maintenance charges, electricity charges, municipal and other taxes etc. relating to the said unit/s payable to Developer herein, the maintenance Agency, The association and the Municipality/Corporation are paid by the Purchaser/s in full prior to the proposed transfer / alienation. Such dues, if any shall in any event, run with such proposed transfer.

8. DOCUMENTS RELATING TO TRANSFER:

The preparation of the deed of conveyance and registration of the same shall be made by the Developer's Solicitors/Advocates and all expenses towards such preparations and such registration of such conveyance including of necessary stamps duty and registration fees together all other miscellaneous and incidental costs shall be incurred by the Purchaser/s and the Purchaser/s and the Purchaser/s agrees with the same.

8.1 The Purchaser/s agrees to sign and execute all other papers and documents that may be prepared by the developer herein or by its advocates in connection with and / or relating to the transfer of the said Unit/s/flat/s/Car-parking Space/s and Other/s.

8.2 The Purchaser/s herein shall within 15 days of being required by the owners may accept, execute, complete and deliver to the owner-vendor / developer herein such executed documents,

statements, declarations affidavits and authorities as be deemed reasonable by the such advocate relating to the transfer envisaged herein above.

8.3 At any time after completion of construction of the said Unit/s/Flat/s/ Car parking Space/s, the Owner-Vendor / Developer herein or any of them may intimate to the Purchaser/s herein their intention of executing the Deed of Conveyance and the Purchaser/s herein shall within one month of such intimation comply with all his/her/their obligations which are necessary for the execution and registration of the Deed of Conveyance. In default the purchaser/s herein shall be responsible and liable for all losses and damages which the owner-Vendor/Developer herein or any of them may suffer.

8.4 The Owner-Vendor /Developer herein shall be required to execute the Deed of conveyance and / or Other paper and documents for transfer of the said unit/s/Flat/s/Car Parking Space/s and Other/s only upon all the Following conditions and obligations being satisfied and complied with by the Purchaser/s herein:

- a) The Agreed consideration, the additional payments and deposits are paid in full by the Purchaser/s herein.
- b) The Purchaser/s herein is /are not default in respect of any of his / her/ their obligation/s
- c) All other amounts or dues payable by the purchaser/s herein hereunder or in law in respect of the said Unit/s / Flat/s/ Car Parking Space/s and Other/s are paid in full by the Purchaser/s including maintenance charges, electricity charges , Municipal/ Corporation and other taxes and levies and other outgoings.
- d) The deed for registration shall contain full details of the sold unit /flat/car parking space (s)/ rights and other areas and right as applicable, and shall also contain details of the consideration payable by the purchaser herein and the schedule of payments thereof,
- e) The Purchaser/s herein deposits with the Owner-Vendor/Developer herein or the advocate of the Developer, such estimated amount of stamp duty, registration fees with under statutory out goings and other connected and miscellaneous expenses relating to the execution and registration of the Deed of Conveyance and / or requisite papers and documents.
- f) The deed of sale/Conveyance and other documents to be executed in pursuance hereof shall be in such form and shall contain such covenants exceptions and restrictions etc., as be drawn by the Advocates of the company and the purchaser shall execute the same without raising any objection whatsoever;
- g) The purchaser shall be bound to execute and register the deed in respect of their respective unit within 3 months from the date of commencement of liability
- h) The purchaser shall be bound to abide by all the terms and conditions contained in the said Agreement for sale.

9.RIGHTS:

9.1 The following rights are intended to be and shall be transferred In favor of the Purchaser/s herein at the time of completion of the transaction:

- a) Transfer of the Said Unit/s/Flat/s/ Car Parking Space/s and Other/s to be constructed by the Owner - Vendor / Developer herein as described explained , enumerated , provided and given in PART- I of the Second Schedule together with undivided impartable proportionate share of rights, title and interest in the land described in the First Schedule hereunder written.
- b) Right to park motor car(s) in the said Car-parking Space , if any agreed to be purchased under these presents and described in **PART-II** of the **SECOND SCHEDULE** hereunder written.
- c) Right of common use and enjoyment only in respect of the common portions mentioned, described, explained, enumerated and provided in the **THIRD SCHEDULE** hereunder written in common with the owner and/or occupiers of the other portions of the Building/s; save and except the portion of the Building/s; save and except the portion of the open spaces reserved by the Developer-enmarked for car parking by the car parking space purchaser/s.

9.2 Any of the following is not intended to and shall not be transferred unto and in favour of the Purchaser/s herein and the Purchaser/s herein shall have not right, title and interest whatsoever in respect thereof;

- a) The roof of the Building at the Premises save and excepts limited common rights as stated in Third Schedule hereunder; since the entire roof of the building shall be held and possessed by the

Developer who shall be entitled to raise additional floor/s on the said roof and shall be entitled to dispose off in any way to any person at its own discretion and the purchaser/s shall not be entitled to raise any objection thereat. The Developer shall also be entitled to display Hoardings, by way of Advertisement by fixing movable structures if necessary for the said purpose on the roof and also on the parapet walls of the building keeping the structure stability unharmed. The Developer shall be exclusively entitled to all the revenues and or earnings coming out of such Hoardings and Advertisements and reciprocally shall be solely responsible to pay the taxes and levies, if any imposed by any authorities for displaying such Hoardings and or Advertisements.

b) Common Portions except the open and covered spaces in the Building and the Premises not included in the common portions mentioned in the THIRD SCHEDULE hereto.

c) Other flats/units, car parking spaces and other portions (except the right to park medium sized motor car(s) on a portion thereof if the Purchaser/s herein has/have hereby agreed to purchase the same) in the Building and/or at the said Premises.

d) Right of further construction of any part of the land comprised in the premises or raising of any additional Floor/Storey/ construction over the roof/s of the Building/s reserved under the Developer only;

9.3) In respect of the properties and rights which are not intended to be transferred to the Purchaser/s as aforesaid, the Owner- Vendor and the Developer herein shall be entitled to use, utilize, transfer, alienate, part with possession, deal with or dispose of the same in any manner whatsoever on such lawful terms and conditions as shall deem fit and proper by them in their absolute discretion, without any reference to the Purchaser/s herein. The Purchaser/s herein hereby agrees to the same and undertakes not to raise any claim or create or cause to be created any obstruction or hindrance whatsoever regarding the same.

9.4) Proportionate share of the Purchaser/s herein in respect of any matter referred to under this Memorandum shall be such as may be determined by the Owner-Vendor and the Developer herein and the Purchaser/s herein agrees and undertakes to accept the same notwithstanding there being minor variations.

9.5) The right of the Purchaser/s herein regarding the undivided share shall be variable depending on further/additional constructions, if any, made by the Owner-Vendor and the Developer herein from time to time and the Purchaser/s hereby agrees and consents to the same. Any such variation shall not affect the agreed consideration and no claim can be raised regarding the same by the Purchaser/s herein.

9.6) The Owner-Vendor and the Developer herein shall be entitled at all times to install, display and maintain its name and/or logo on the roof of the Building and/or other area in the Building or the premises by putting up hoardings, display signs, neon signs, lighted display etc. without being required to pay any charges for the same and neither the Unit/Flat/Car Parking owner and occupiers nor the Association or any other entity shall be entitled to object or to hinder the same in any manner whatsoever.

9.7) The Owner-Vendor and the Developer herein may permit and/or grant rights to outside/third parties against payment of consideration charges of the Owner-Vendor and the Developer herein for setting up communication towers or other installations for mobile telephones, VSAT, Dish and/or other antenna and other communications and satellite systems on the roof/s of the Building/s and neither the Unit/Flat/Car Parking owner/s and occupier/s nor the Association or any other entity shall be entitled to object or to hinder the same in any manner whatsoever.

10. MAINTENANCE AND ENJOYMENT:

10.1 The Building and the premises shall initially be managed and maintained by the Owner's Association / Maintenance Agency.

10.2 After delivery of the Possession of all the Unit/Flat in the building, the Owner - Vendor and the Developer herein shall take steps for formation of the Association. Any Association, syndicate, committee body or society form by the Unit/s/Flat/s/ Carparking/s owner and occupiers without the participation of the Owner-Vendor and the Developer herein shall not be entitled to be recognized by the Owner-Vendor and the developer herein and shall not have any right to represent the Unit/Flat/Car parking Space owners/ and occupiers to raise any issue relating to the Building/s or the premises. The

maintenance of the Building/s shall be made over or handed over to the Association by the Developer or its nominated /Appointed maintenance Agency and upon such making over the Association shall be responsible for the maintenance of the Building/s and the premises.

10.3 The employees of the Maintenance Agency of the common purposes such as Watchmen, security staff, caretaker, liftman sweepers etc. shall be employed and / or absorbed in the employment of the association with continuity of service on the same terms and conditions of employment subsisting with the Maintenance Agency and the Purchaser/s herein hereby consents to the same and shall not be entitled to raise any objection hereto.

10.4 The Purchaser/s herein shall form the date of possession use and enjoy the said Unit/s/Flat/s/Car Parking Space/s and others/s in the manner not inconsistent with his/her/their rights hereunder and without committing any breach, default or creating any hindrance relating to the rights of any other Units/S/Flat/s/ Car Parking Space/s and other/s and / or any Owner-Vendor and the Developer herein party herein.

10.5 All costs, charges and Expenses relating to the formation and functioning of the Association shall be borne and paid by all Unit/Flat/ Car parking Space owners and occupiers of the Building including the Purchaser/s herein.

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

10.7 The rights of Owner-Vendor and the Developer herein , the maintenance agency and the association relating to certain matters are more fully and particularly mentioned, described, enumerated, provided, given and Specified in the **SEVENTH SCHEDULE** hereunder written and / or Given and the same shall be binding on the purchaser /s herein.

10.8 The Obligations and covenants of the Purchaser/s herein in respect of the user maintenance and enjoyment of the said Unit/Flat/Car Parking Space , the common portions, the Building/s and the premises including payment of maintenance charges, electricity Charges, Municipal / Corporation Taxes and other out goings are more fully and Particularly mentioned, described, enumerated , provided, given and specified in the **EIGHTH SCHEDULE** hereunder written to and the same shall be binding on the purchaser/s herein. It is expressly made it clear that in the event of the Purchaser/s herein not taking possession of the said Unit /s/flat/s/Car parking Space within 15 days of the issue of the notice under clause 6.1 herein above, the liability of the Purchaser/s to make payment of all costs, expenses and outgoings in respects of the said Unit /s/flat/s/Car parking space/s including the maintenance charges, electricity charges municipal and other taxes and other outgoings shall immediately commence thereafter from the 16th Day of notwithstanding anything to the contrary contained written or elsewhere in this memorandum. Such liability shall continue till the same is paid by the purchaser/s herein or the agreement is cancelled / terminated.

11. DEFAULT:

11.1 Failure to make payment of any amount payable by the Purchaser/s herein under these presents being the agreed consideration and / or the additional payments and / or deposits or otherwise within the specified time, or within 15 (Fifteen) days of demand if no time is specified, shall amount to exercise all or any of the rights on the Purchaser's/s default.

11.2 In non - compliance of any of the terms, conditions, covenants, undertakings, stipulations restrictions, prohibitions and obligations of the Purchaser/s herein including the obligations to make payment and deposits all the amounts under these presents by the Purchaser/s within the time stipulated hereto, the Owner-Vendor and Developer herein shall be entitled to exercise all or any of the Rights on the Purchase/s default.

11.3 The right of the Owner-Vendor and the Developer to take steps on the Purchaser/s default are independent to each other and not alternative to each other and more than one of the said rights may be simultaneously exercised and / or enforced by the Owner - Vendor and the Developer herein regarding any default on the part of the purchaser/s Herein.

11.4 If the Purchaser/s fails to fulfill his/her/their obligations under this agreement, the owner - Vendor and the Developer herein shall have exclusive liberty to cancel this agreement upon a prior 15 (Fifteen) days Notice to the purchaser/s and shall be entitled to forfeit amount of **Rs. 1,00,000/-**

(Rupees One Lakh) Only from the total agreed consideration of the subject flat/Unit and refund the balance without paying any interest to the purchaser/s within **6 Months** from the date of such cancellation and owner - Vendor and the Developer in that event immediate after such cancellation of the subject unit with any intending purchaser or purchasers at its own choice and discretion after intimating to the Purchaser/s of such matter of cancellation and the purchaser/s herein hereby agreed and consent to the same. The notice served by the Owner - Vendor or the Developer to the Purchaser/s either by hand delivery or by speed post in this respect shall be treated as the Owner-Vendor as well the developer's obligation in this regard is fulfilled.

11.5 In case of default by owner-vendor and the Developer herein, the purchaser/s herein shall be entitled to claims specific performance.

12. FORCE MAJEURE

In the event of any delay by the Owner - Vendor and the Developer herein in fulfilling any of their obligations herein due to any of the circumstances defined above as the Force Majeure and /or reasons beyond the control or reasonable estimation of any of the Owner-Vendor and the Developer herein, then in such an event the time for the relevant matter shall stand extended and the Owner-Vendor and the Developer herein shall not be liable for any interest or damages for such delay if any due to any of the reasons thereunder.

13. MISCELLANEOUS:

13.1 The project and the building to be constructed at the said premises have been named **NIRMAN GREENS** and the same shall remain unaltered.

13.2 Simultaneously with the signing of this agreement by all parties participating hereto, all previous oral and written assurances, representations, brochures, correspondence, if any shall be deemed to invalid and terminated. Any mutual modification or variation of any terms and conditions recorded in this Agreement shall be valid only if the same is made in writing by all the parties hereto.

13.3 Any delay for the time being in exercising and or enforcing any of the rights by the Owner-Vendor and the Developer herein compelling the Purchaser/s or any other Unit/Flat/ Car parking Owner/s and occupier/s to perform the Purchaser/s obligations under these presents shall not amount to any waiver of any of the rights of the Owner-Vendor and the Developer herein available to them under the terms and conditions of these presents.

13.4 In respect of any of the rights and or objection/obstruction of the Owner - Vendor and the Developer herein or any of them as against or towards the purchaser/s it shall be sufficient if the Developer herein take any steps and / or issue notices regarding the same and it shall not be necessary for the owner - Vendor herein to take any step since the Developer herein have been appointed by the Owner-Vendor herein as its exclusive agent and authorized representative by an under the said Development Agreement. It shall however be necessary for the Purchaser/s herein to give notice and deal with the owner- vendor / Developer herein individually and separately.

13.5 The terms and condition between the parties have been agreed at and this memorandum is being executed at the office of the Owner - Vendor / Developer herein

13.6 The Purchaser/s shall have no connection whatsoever with any of the other Unit/Flat/ Car Parking Space/s and particularly and specifically with any of the commercial unit if there would be any and there shall be no privities of contract or any agreement or arrangement as amongst the Purchaser/s herein and the other unit /flat/ car parking space owner and occupiers (either express or implied) and the purchaser/s herein shall be responsible to the Owner - vendor/ Developer hereon for fulfillment of the purchaser/s obligations irrespective of non - compliance by any other Unit/Flat/Car Parking Owner and occupiers.

13.8 The Purchaser/s herein shall be responsible for and shall make harmless and indemnify and shall further ever cause to keep indemnified the Owner - Vendor / Developer herein maintenance agency and / or the Association from and against all actions, claims, demands proceedings, damages, costs, charges expenses, occasioned relating to the premises or any part of the building/s or to any person due to any negligence or any act deed thing or omission made done or occasioned by the purchaser/s herein and / or the servants, agents, licensees or invitees of the purchaser/s herein and / or any person/s, mortgage/lessee and or other claiming any such under or through the Purchaser/s herein

13.9 Further the purchase herein shall be entitled to the said unit / flat and the proportionate share of land to the extent of the said unit/flat hereunder intended for transfer, sell, demise, grant and provided common easement rights in respect to the common areas , facilities , amenities, benefits, and entitlements as provided or shall be stipulated by the developer at and under which the Purchaser/s herein shall be having its/his/her/their ownership and occupation and keeping harmless and indemnified the Owner-Vendor/ Developer herein and also the open space car parking owner/s as the case may be , shall be having the discretion to alienate , transfer, demise , provide, and grant the same to any conditions, covenants, stipulation and reservations as provided hereunder and as shall be made in the final Deed of Transfer for completion of this transaction.

13.10. The Display of Nirman Greens in any may be erected in anywhere at the said premises.

14. NOTICE:

All notices shall be sent by registered post/Speed post with acknowledgement due at the last notified address of the addressee and shall be deemed to be served on the fourth day after the date of such dispatch.

15. ARBITRATION:

If any disputes or differences arises between the parties implementing this agreement or facing true interpretation to the terms herein , the same shall be referred to an advocate or arbitrator chosen by the parties hereto or such separated one or two advocates of arbitrators selected by each of the party with the right to appoint umpire, whose decision and award as envisaged in Indian arbitration and conciliation 1996 and its modifications for the time being enforce shall be final, conclusive and binding on both the parties.

16. JURISDICTION

The high court at Kolkata and courts sub-ordinate thereto shall exclusively have jurisdiction to entertain try and determine all actions, suits, and proceedings arising out of non performance or breach of terms and conditions of these presents by either of the parties hereto.

THE FIRST SCHEDULE ABOVE REFERRED TO:
(ENTIRE PREMISES)

ALL THAT land homestead land measuring an area of **34 (thirty four) Cottahs 15 (fifteen) Chittacks and 32 Square Feet**, be the same a little more or less, appertaining to **Mouza – Gopalpur**, J.L. No. 2, R. S. No. 140, Touzi No. 2998, New L.R. Khatian Nos. 11743, 11764, 11765, 12298, 21183, 12139, 12133, 21501, 21502, 21503 and 21619 within **Police Station – Airport**, within the local limits of Rajarhat Gopalpur Municipality, Ward No. 05 presently Bidhannagar Municipal Corporation, Ward No. 04 in the District of North 24 – Parganas, free from all encumbrances, in the following manner:

Name of Company/ <u>Persons</u>	R. S. Dag <u>No.</u>	R. S. Khatian <u>No.</u>	Area of Land <u>in K – Ch-Sft.</u>
Somnath Nirman Pvt. Ltd.	2844	1680 2.89 deci	= 01-12-01
	2829	2588 8.00 deci (10.89 deci)	= 04-13-26
KedarnathNirman Pvt. Ltd.	2840	2528 0.41 “	= 00-04-00
&	2840	2528 6.80 deci	= 04-02-00
Chandra Sekhar Nirman Pvt. Ltd.	2840	2528 6.80 deci	= 04-02-00
	2828	2707 6.00 deci	= 03-09-07
	2844	2528	= 00-07-03
Annapurna Mondal	2828	232	= 03-00-00
Sarat Kumar Mondal	2839	2876 to 2878	= 03-00-00
Jhinku Roy	2839	2876 to 2878	= 01-08-00
	2830	310	= 03-05-14
Bikash Mondal	2839	2877	= 01-04-26
Sandhya Rani Saha,	2844	1550	= 02-04-00
GopaSaha&DipaSaha Sathi Mondal	2839	2876 to 2878	= <u>01-08-00</u>
		Total Land:	= 34-15-32

i.e. 34 Cottahs 15 Chittacks and 32 Square Feet, a little more or less comprised in R. S. Dag Nos. as follows:

<u>Cottah</u>	<u>Chittack</u>	<u>Sq. Ft.</u>
R. S. Dag No. 2828 land measuring	06	09 07
R. S. Dag No. 2829 land measuring	04	13 26
R. S. Dag No. 2830 land measuring	03	05 14
R. S. Dag No. 2839 land measuring	07	04 26
R. S. Dag No. 2840 land measuring	08	08 00
R. S. Dag No. 2844 land measuring	<u>04</u>	<u>07 04</u>

The said land is butted and bounded as follows:

BOUNDARY

On the North	:	By R. S. Dag Nos. 2841, 2842
On the South	:	By 12'-0" Wide Road,
On the East	:	By 10'-0" Wide Road,
On the West	:	By 18'-0" Wide Road.

THE SECOND SCHEDULE ABOVE REFERRED TO
SAID UNIT / FLAT

All That a Self contained residential **Flat Being No. _____** On the _____ **Floor**, measuring Super built up area of _____ **Sq. ft.** more or less consisting 2(Two) Bedrooms, 1 (One) Living cum Dinning space, 1 (One) Kitchen, , 2 (two) Toilets , 1 (One) Verandah, Along With _____ **Car-parking Space Being No. _____** measuring _____ **Sq. Ft.** a little more or less **on the Ground Floor** with undivided proportionate share of land written in the First Schedule hereunder and in the Said residential Building Namely **NIRMAN GREENS(Block- I/II)** and at the said Premises.

THE THIRD SCHEDULE ABOVE REFERRED TO:
(COMMON PORTIONS)

SECTION - A :

1. The land measuring **34 (thirty four) Cottahs 15 (fifteen) Chittacks and 32 Square Feet** on which the building known as **NIRMAN GREENS** and all easements and quasi- easement rights and appurtenances belonging thereto save and except the portion of the open space enmarked and reserved by the developer herein for providing open car parking spaces to such purchaser/s intending to purchase the same.
2. Foundation beams, vertical and supports main wall, common walls, boundary walls, main entrance/gates of the said project at the said premises.
3. Main gate of the said premises and common passages from main road to the enclave and leading to the staircase of the ground floor of the said building/block for ingress and egress.
4. Installation of common services namely, electricity, water pipes, sewerage, rain water pipes.
5. Water pump with motor and pump house.
6. Limited rights of the ultimate roof for the purpose of smooth water supply from Overhead reservoir to the flats/units, smooth outlet of Rain water, etc and also for the repairing and maintenance purpose only for the smooth enjoyment of all the units by all the co - Owners/ Co-occupiers of the Building.
7. Drainage, septic tank on the Ground Floor including all external sewerage pipes ad water pipes for the use of all owners of the Building.
8. 24 Hours supply of water from overhead tank to the respective flats/units
9. Common Staircase lift, landing, lobbies etc.
10. Lightning in the common spaces, passages, staircase, lift including fixtures and fittings.
11. Common Electric Meter Boxes.
12. Open Space surrounding the said building at the premises (Save and except the portion of the Open spaces enmarked and reserved by the developer and or its respective nominee/s for open space car parking.
13. Community Room.
14. Common toilets in the Ground Floor
15. Security Guard Room/Outpost.
16. All other part of the said building necessary for its existence maintenance and safety for normally in common use of the purchasers with the Landowner-Vendor herein and the Developer herein and the other co- owners of the respective unit / Flat save and except other portions, exclusively under the developer herein or its nominees and also save and except the provisions and reservations made in favour of the Developer herein and stated in the purchasers' covenants portion hereinabove.

SECTION B:

(COMMON INSTALLATIONS FOR WHICH THE PROPORTIONATE ADDITIONAL SEPPRATE COSTS ARE TO BE PAID BY THE PURCHASER/S)

1. Stand by diesel generator set of reputed make of requisite capacity for lightning the common areas for operation pump and for supply of power in the said Units to the extent of quantum required and / or in the other units during power failure and generator room, if any, in the ground floor of the Building.
2. Transformer for the complex including the space for transformer.

THE FOURTH SCHEDULE ABOVE REFERRED TO
(SPECIFICATION)

- 1. Foundation:** Resting on RCC Pile foundation
- 2. Superstructure:** RCC Frame Structure using minimum M20 grade concrete, Fe 500 steel reinforcement,
- 3. Walls:**
 - (a) External Walls:** Autoclaved aerated concrete (AAC) block walls 200 mm thk.
 - (b) Internal Walls:** Autoclaved aerated concrete (AAC) block walls 100 mm thk.
- 4. Roof:** reinforced concrete roof with appropriate water proofing.
- 5. Ceiling:** **(a) APARTMENT:** living & dining, Bedroom, Kitchen, Bathroom, cement & sand plaster with neat putty punning. Tray type design of false ceiling in hall cum dining room (as per developers choice) shall be provided by the developer along with 6 Nos. false ceiling round lights (as per developers choice). If any purchaser/s do not want the above mentioned complementary work he/she shall not be entitled to get any refund what so ever.
- (b) COMMON AREAS:**
 - (i) Lift Lobby:** Standard POP/Gypsum board with/without drops.
 - (ii) Car-parking:** cement & sand plaster finished with cement paints.
 - (iii) Stair case/ E Services rooms /Shaft & utilities:** cement and sand plaster with neat putty punning, Stair case shall be finished with 2 coats of cement/distemper paints
- 6. Finishes:**
 - (1)(a) Wall for Apartment Unit:** living & dining, Bedroom, Store & Other areas cement & sand plaster with neat putty punning.
Wall paper for decoration shall be provided as per Developers choice only on 1 (One) wall selected by the developer If any purchaser/s do not want the above mentioned complementary work he/she shall not be entitled to get any refund what so ever.
 - (1)(b) Kitchen:** Wall of Kitchen will be cladded with ceramic tiles of approved make upto a height of two feet above the counter, Balance wall shall be finished with putty punning
 - (1)(c) Bath room, W/C:** Walls will be cladded with ceramic tiles,
 - (2) Wall External:** Cement and sand plaster
 - (3) Wall Internal:**
 - (3) (a) Corridors , stair cases, landing and other areas:** Cement and sand plaster finished with neat putty punning finished in two coats of cement /distemper paints.
 - (b) Car-parking Area:** Cement & sand plaster finished in cement paint
 - (c) Ground floor entrance lobby:** Cement & sand plaster finished in combination of neat putty punning , granite cladding in designated areas
 - (4) Floor:**
 - (i) Apartment Units:**
 - (i)(a) Entrance, foyer, Living And Dining :** Vitrified tiles flooring
 - (i)(b) Bedrooms:** Vitrified tiles flooring
 - (i) (c) Kitchen :** Vitrified tiles flooring
 - (i)(d) Toilet:** Anti Skid tiles.
 - (ii) Floor in Common Areas:**
 - (ii)(a) Stair Case:** Finished in Marble/granite,
 - (ii) (b) Lift Lobby:** Finished in Marble/granite,
 - (5) Windows:**
 - (a) Living, Dining, Bed rooms, Bath room, Utility And Kitchen:** Standard aluminium section sliding windows with partially fixed and partially sliding shutters, with 1 way Blue Glass.
 - (b) Balcony:** MS Balcony Railing of Iron along with MS covered grill shall be provided by the developer.
 - (6) Door:**
 - (a) Main Entrance:** Tata Pravesha door
 - (b) Liv/Din, bedroom:** Wooden door frame with 32 mm thk. Designed Flushed shutter,
 - (c) Bathroom, W/C: Supreme make** PVC Doors
 - (d) Balcony:** Sliding door cum window of reputed make.
 - (7) Sanitary fitting:**
Standard wash basin, Wall Hanging European type water closet with concealed cistern, all cp fittings of "Jaquar" make. "Jaquar" make geyser for both bath rooms shall be provided.
- 8. KITCHEN**
Black Granite marble counter top, stainless steel sink (17" X 20") of reputed make,
- 9. ELECTRIFICATION:**
 - a. Concealed wiring in all flats Copper electrical Wire Havells make).

- b. **For 2 BHK Flats** : 50 Nos. of Electrical points shall be provided.
For 3 BHK Flats : 60 Nos. of Electrical points shall be provided.
- c. **AC points For 2 BHK & 3 BHK Flats:** 2 (Two) A/C points shall be provided by the company in the master bedroom and in another room of the flat.

For extra Electric point purchaser shall have to pay Rs. 600/- + GST per point

For extra A/C point purchaser shall have to pay Rs.6000 + GST per A/C point

6. WATER:

Underground water tank and overhead water tank is to be constructed for supply of water tank id to be constructed for supply of water (24 Hours)

9. **RAILING OF STAIR CASE** Railing of Iron/ Stainless steel

10. **STAIR CASE PAINTING** Putty on inside Wall & Colour.

11. **LIFT** Johnson Make Automatic door Lift 1 Nosfor Each Block

12. **LOBBY** Well Decorated.

THE FIFTH SCHEDULE ABOVE REFERRED TO

PART - I

AGREED CONSIDERATION

The total price consideration/sale price of the "Said Flat" TOGETHER WITH undivided proportionate and impartible share in the common areas, facilities, amenities etc. of the said building and the said premises	Rs. __, __, __/- (Rupees _____) only + 12 % GST
The total price consideration/sale price of the "said Car parking Space" TOGETHER WITH undivided proportionate and impartible share in the common areas, facilities, amenities etc. of the said building and the said premises	Rs. __, __, __/- (Rupees _____) only + 12 % GST
<u>Total Excluding GST</u>	Rs. __, __, __/-
<u>Total GST@ 12%</u>	Rs. __, __, __/-
<u>Total Including GST</u>	Rs. __, __, __/-

PART- II

PAYMENT SCHEDULE

The Agreed Consideration mentioned in above is to be paid to the Developer and the Owner- Vendor through the Developer herein in the following manner:

1. At the time of booking Rs.1,00,000/- + 12 % GST
2. On Agreement 20 % of the Total Price (less Booking Amount) + 12 % GST
3. On Foundation 10 % of the Total Price + 12 % GST
4. On 1st Floor Roof Casting 10 % of the Total Price +12% GST
5. On 2nd Floor Roof Casting 10 % of the Total Price + 12 % GST
6. On 3rd Floor Roof Casting 10 % of the Total Price + 12 % GST
7. On 4th Floor Roof Casting 10 % of the Total Price + 12% GST
8. On of 5th Floor Roof Casting 10 % of the Total Price + 12 % GST
9. On Brick Work 5 % of the Total Price + 12 % GST
10. On Flooring work 5 % of the Total Price + 12 % GST
11. On Plumbing Work 5 % of the Total Price + 12 % GST
12. On Possession of the said Unit 5 % of the Total Price + 12 % GST

PART - III

The estimation date of asking subject Unit/s/Flat/s/Car Parking Space/s ready for the purpose of delivery of possession is June 2019 with a grace period of 3 (Three) months and also subject to force majeure.

PART- IV

- i. Extra Work, if any desired by the purchaser shall be extra chargeable. Tax as Applicable is levied.
- ii. Calculation of saleable area of the flat = (covered area + Shared Area)
- iii. Shared Area: Includes all serviceable area.
- iv. No deduction for any removal/ non requirement of partition wall, bathrooms and sanitary fittings & Electrical Wire & Switches & Fittings.
- v. In case of any development or betterment charges/work contract tax/abatement fees /GST, other taxes and duties in future by the statutory authorities, the same shall be borne by the purchaser/s

THE SIXTH SCHEDULE ABOVE REFERRED TO

PART-I

ADDITIONAL MANDATORY COSTS PAYABLE BY THE PURCHASER/S TO THE DEVELOPER HEREIN

- a) any tax of levy as may be applicable like GST, service Tax, VAT as are applicable at present and also may be imposed by the government for the time being in force.
- b) Stamp Duty, registration fee and all other taxes, levy, miscellaneous and other allied expenses relating to this presents and also charges of advocate/Solicitor of the Developer for preparation of the deed of conveyance and all other papers and documents that may be required to be executed and / or registered in pursuance hereof and / or relating to the said Units/Flat/S/ Car parking Space/s and Space/s and additional stamp duty additional registration fee, if any that may be imposed in this regards at any time.
- c) Charges levied by the Developer herein for any additional of extra work done or any additional amenity of facility provided or any variation made in the said Unit/Flat.
- d) Legal charges - Rs. _____/- (Lawyer Charges for Registration of Deed of conveyance shall be paid by the purchaser at the time of Registration)

All such agreed costs mentioned in item Nos. (a) to (e) above together with services taxes / GST wherever are applicable shall be paid by the Purchaser/s to the Developer herein before possession.

PART- II

DEPOSITS PAYABLE BY THE PURCHASER/S HEREIN TO THE DEVELOPER VENDOR HEREIN:

Maintenance Charges (Excluding GST/ Service Tax)

- i) Maintenance Deposit cost to be paid per month per Sq. ft @ _____/- from the date of possession for 24 months out of which 12 months deposits amount is adjustable and another 12 months deposited amount shall remain as security money which shall be refunded by the Developer after hand over the project by the Developer to the Owners Association / Syndicate/ Maintenance committee after adjusting there from all dues if there would be any on account of such purposes which will bear no interest and will be adjusted to the credit of or refunded of such purposes which will bear no interest and will be adjusted to the credit of or refunded to the purchaser on the determination of agreement, if so by any reason whatsoever.
- ii) The actual amount of security deposit charged by the WBSEDCL authority is payable by the purchaser for his/her/their personal electric meter for their unit(s)/flat(s)/car-parking space(s).

THE SEVENTH SCHEDULE ABOVE REFERRED TO

RIGHTS OF THE OWNER - VENDOR HEREIN / DEVELOPER HEREIN MAINTENANCE AGENCY AND ASSOCIATION

- a) Apportionment of any liability of the Purchaser/s herein in respect of any expenses, taxes dues, levies or outgoings payable by the purchaser/s herein pursuant to these presents of otherwise

shall be done by the owner -Vendor herein/Developer herein whose decision shall be final and binding on the purchaser/s

b) The Maintenance charges payable by the Purchaser/s herein with effect from the date of possession at the rate as has been fixed and stated above to be paid by the purchaser/s within seventh day of every English Calendar Month and shall be payable periodically. In the event of the Purchaser/s herein not taking over possession of the said unit/s/flat/s / Car Parking/S and space/s within the time fixed in the notice calling upon him to take possession, the maintenance charges shall become payable by the Purchaser/s herein with effect from the date of expiry of the said period of such notice PROVIDED THAT unit all payments due under this memorandum are made by the Purchaser/s herein no rights of whatsoever nature shall or can accrue favor of the Purchaser/s herein in respect of the said Unit/s/Flat/s Car-parking Space/s /and Space/s

c) After completion of the project and handover thereof by the developer and the Owner-Vendor to the maintenance Agency/ Association the maintenance Agency/Association shall be entitled to revise and increase the maintenance charges from time to time and the purchaser/s herein shall not be entitled to object thereto.

d) The Developer / maintenance Agency / Association for the time being in administration shall be entitled to withdraw, withhold, disconnect or stop all services, facilities and utilities to the purchaser /s herein and or the said Unit/s/Flat/s/Car parking Space/s/ including water supply, electricity, user of lift etc. in case of default in timely payment of the maintenance charges , electricity charges, municipality taxes, common expenses and / or other payments by the purchaser/s herein after giving 15 days notice in writing.

THE EIGHTH SCHEDULE ABOVE REFERRED TO:
PURCHASER'S/S COVENANTS

1. On and from the date of possession, the purchaser/s herein agree/s, undertake/s and covenant/s to:

a) Comply with and observed the rules, regulations and bylaws framed by maintenance Agency / Association from time to time.

b) Permit the Owner-Vendor herein / Developer herein, Maintenance Agency and association and their respective men agents and workmen to enter into the said Unit/s/Flat/s/Car Parking Space/s/ And Space/s for the common purposes or the Project.

c) Deposit the amounts for various purposes as required by the Owner - Vendor herein/Developer herein / Maintenance Agency or the association;

d) Use and occupy the said unit/s/ Flat/s/ Car Parking Space/s and other space/s only for the purpose of residence.

e) Use the common portions without causing any hindrance or obstruction to other Unit/s/Flat/s /car parking space/s and Space/s owner and occupants of the building.

f) Keep the said Unit/s/Flat/ Car parking Space/s/ and Space/s and party walls, sewers, drains pipes, cables, wires, entranced and main entrance serving any other unit / flat in the building and / or in the premises in good and substantial repair and condition so as to support shelter and protect and keep habitable the other unit/Flat/ Parts of the building/s.

g) In particular and without prejudice to generality of the foregoing, not to make any form of alteration in or cut or damage the beams and coloums passing through the said Unit/s/Flat/s/car Parking Space/s and Spaces/s or the common portions for the purpose of making changing or repairing the concealed writing and pipelines or otherwise.

h) Use and enjoy the limited and specified common portions only to the extent required for ingress to and egress from the said unit/s/ and Space/s of men materials and utilities.

i) Sign and Deliver to the Owner - Vendor herein / Developer herein all papers applications and documents for obtaining separate electric meter or electricity connection for and in respect of the said Unit/Flat from WBSedcl e\whatever the case maybe in the name of the Purchaser and until the same be obtained , the Owner - Vendor herein /Developer shall provide or cause to be provided reasonable quantum of electricity from their own sources and install at the cost of the Purchaser/s herein an electric Sub-meter in or for the said Unit/s/ Flat /Carparking space/s and space/s and the

purchaser/s herein shall pay all charges for electricity shown by such sub-meter as consumed in or relating to the said unit/s/flat/s/ Car parking Space/s and Space/s.

j) Bear and pay the common expenses and other outgoings in respect of the premises proportionately and the said Unit/s/flat/s / Carparking Space/s/ and Space/s wholly.

k) Pay the municipal and all other rate taxes levies duties charges and impositions out goings and expenses in respect of the building and the premises proportionately and the said Unit/s/flat/s/ Car parkingSpace/s/ and spaces/s until the same is assessed separately by the Municipality/ Corporation.

l) Pay for other Utilities consumed in or relating to the said Unit/s Flat/s/Car Parking space/s and space/s

m) Allow the other Unit/s/flat/s/ Car parking space /s and space/s owner the right to easements and / or quasi-easements.

n) Regularly and punctuality make payments of the common expenses , maintenance Charges, municipal Taxes and other Payments mentioned herein within seven days of receipt of demands or relevant bill, whichever be earlier and

o) Observe and comply with such other covenants in respect of the common purposes as be deemed reasonable by the Owner - Vendor Herein / Developer herein and subsequently by the association / Holding Organization for the time being in administration.

2. On and from the Date of Possession, the Purchaser/s agrees and covenants:

a) Not to put any nameplate or letter box or neon sign board in the common portions or on the outside wall of the building save at the place as be approved or provided by the Developer herein provided. However that nothing contained herein shall prevent the Purchaser/s to put a decent nameplate outside the main door of the said Flat/s/ Unit/s.

b) Not to install any additional window or any grill box or fix grill or ledge or cover or any other apparatus encroaching or infringing outside or the exterior part of the said unit/s/Flat/s/ Car parking Space /s and Space/s or any portion thereof.

c) Not to decorate the exterior of the building/s otherwise than in the manner agreed by the owner-vendor herein / Developer herein writing or in the manner as near as may be in which it was previously decorated.

d) Not to deposit or throw or permit to be deposited or thrown any rubbish or refuse or waste in or around the staircase, lobby, landings, lift or in any other common areas previously decorated.

e) Not to store or allow anyone to store any goods articles or things around the staircase lobby landings or other common areas or installation of the building/s.

f) Not to commit or permit to be committed any alteration or charges in pipes conduits, cables and other fixture and fittings serving the other Unit/s/Flat/s/ Carparking Spaces/s/ and /Space/s in the building/s.

g) Not to claim any right over and / or in respect of the roof (except the rights to use and enjoy the portion of the roof which is directly above the said Unit/S/Flat/S Car Parking Space / S and Space/s) or any open land at the premises or in any other open and covered areas of the Building /s and the premises reserved or intended to be reserved by the Developer herein for its own exclusive use and enjoyment and not meant to be a common area or portion and not obstruct any development or further development or additional construction which may be made by the Developer herein or on any part thereof (Except on that portion of the roof which is directly above the said Unit/s / Flat/s Car Parking Space/s/ and Spaces/s);

h) Not to installation of any new window, door, opening doorway path passage drain or other encroachment or easement to be made or acquired in against out of or upon the said Unit/s / Flat/s Car Parking Space/s without the prior consent in writing of the Developer herein and / or the Association for time being in administration.

i) Not to park or allow anyone to park any car at any place other than the space enmarked for parking car(s) of the purchaser/s herein.

j)not to let out or part with possession of the carparking space/s if so agreed to be acquired by the purchaser/s herein hereunder, independent of the said flat/Unit and /or space/s to use the same only for the purpose of parking of a medium size motor ar.

k) The purchaser/s herein agrees, undertakes and covenants not to make or cause any objection interruption, interference, hindrance, obstruction or impediment for any reason or in any manner

whatsoever relating to the project or the construction and completion of the Building /s by the Developer herein including any further construction, additions or alternations that may be made from time to time.

THE NINTH SCHEDULE ABOVE REFERRED TO:
RIGHTS ON PURCHASER/S DEFAULT

- a) In case of default/delay in making payment of any amount payable under this memorandum including in particular the **FIFTH, SIXTH AND EIGHTH SCHEDULES** hereto) or otherwise by the purchaser/s to the Owner-Vendor herein / Developer herein, interest shall be payable by the Purchaser/s herein at the agrees rate of 18% per annum from the due date till the date of actual payment.
- b) In case of there being a failure refusal neglect breach or default on the part of the purchaser/s herein to perform or comply with any of the terms and conditions covenants undertaking stipulations prohibitions and / or obligations then the Owner-Vendor herein / Developer herein shall be entitled to issue a Notice to the Purchaser/s herein calling upon the purchaser/s to rectify and /or make good or set right the failure neglect refusal breach or default within one month from the date of issue of the said notice. If the purchaser/s herein does not comply with the said notice to the satisfaction of the owner-Vendor herein.
- c) In case of default in payment of any amount payable hereunder or otherwise for more than 2 months after the due date thereof, and /or in case of the purchaser/s herein not rectifying or making good any default breach failure refusal or neglect within 15 (Fifteen) days from the date of issue of the notice mentioned above, then in that event the Owner-Vendor herein / Developer herein shall be entitled to cancel / terminate the agreement.
- d) In case of termination of the Agreement without prejudice to the other rights which the Owner - Vendor herein / Developer herein may have against the Purchaser/s herein, the Owner - Vendor herein/Developer herein shall be entitled to deduct and retain a sum of **Rs. _____/- (Rupees _____)** **Only** from the total value in case the purchaser/s herein chooses to terminate this agreement, as pre determined and agreed liquidate damages for cancellation of the agreement and the remaining sum received by the Owner -Vendor herein / Developer herein from the purchaser/s herein shall be refunded to the Purchaser/s herein within 6months.
- e) Upon cancellation / Termination of the agreement being made by the Owner Vendor- herein / Developer herein all rights and / or claims of the purchaser/s herein if any, against the Owner- Vendor herein/Developer herein, the said Unit/s/flat/s/Car parking Space/s the building and / or the premises shall stated extinguished and the owner-Vendor herein / Developer herein shall be entitled to transfer, deal with and dispose or in any way as be deemed fit and proper by the Owner-Vendor herein/Developer herein and the Purchaser/s herein shall not be entitled to make or raise any objection, hindrance or claim regarding the same.
- f) If any act or omission of the purchaser/s herein results in any interruption interference hindrance obstruction impediment or delay in the project or the construction of the building or any portion thereof including further construction additions and / or alterations from time to time and/or in the transfer sale or disposal of any unit/flat/ Car parking space / servant quarter and space to pay to the Building than in the event the Purchaser/s herein shall also be liable to pay to the Owner-Vendor herein / Developer herein compensation and / or damages that may be quantified by the Developer herein.
- g) Besides the aforesaid rights the Owner - vendor herein / Developer herein shall also be entitled to any other right to which the Owner -Vendor herein / Developer herein may be entitled to in law by reason of any default or breach on the part of the purchaser/s herein.

IN WITNESSES WHEREOF the Parties hereto have executed these presents on the day, month and year first above written.

SIGNED AND DELIVERED

By the OWNER-VENDOR
at Kolkata in Presence of:

1.

2.

For self and signed as the
Constituted Attorney of Landowners
namely :SomenathNirman Pvt.Ltd.,
KedarnathNirman Pvt. Ltd, Chandra Sekhar Nirman
Pvt. Ltd., Annapurna Mondal, Sarat Kumar Mondal,
Sathi Mondal, Bikash Mondal, JhinkuRoy, Sandhya
Rani Saha,GopaSaha and DipaSaha.

SIGNED AND DELIVERED

By the DEVELOPER at Kolkata
in presence of:

1.

2.

DEVELOPER

SIGNED AN DELIVERED

By the PURCHASER at Kolkata
in presence of:

1.

2.

PURCHASERS

MEMO OF CONSIDERATION

Sl. No.	Date	Bank & Branch Name	Ch./DD/RTGS/NEFT/IMPS No.	Amount

WITNESSES:

1.

2.

DEVELOPER