

## AGREEMENT

1. **Date:** \_\_\_\_\_
2. **Place:** Kolkata
3. **Parties:**
  - 3.1 **Kamalesh Roy**, son of Suresh Chandra Roy, (**PAN AVEPR3516K**), by faith Hindu, by occupation Business, by nationality Indian, residing at Reckjoani, Post Office and Police Station Rajarhat, District North 24 Parganas, Kolkata – 700135.
  - 3.2 **Skyscraper Griha Nirman Private Limited**, a company incorporated under the Companies Act, 1956, having its registered office at T-68, Tegharia Main Road, Kolkata 700157 [**PAN AAQCS9840P**], duly represented by its Directors namely **Shishir Gupta**, Son of Late Sri Bhagwan Gupta, by faith Hindu, by occupation Business, by nationality Indian, residing at 16 Amherst Row, Police Station Amherst Street, Kolkata 700009 and **Sk. Nasir**, Son of Late Sk. Rashid, by faith Muslim, by occupation Business, by nationality Indian residing at Hatiara, Pashchimpara, Police Station Rajarhat, Kolkata – 700157.

- 3.3 **Chandrani Dutta**, wife of Sabyasachi Dutta, (PAN AFTPD0031J), by faith Hindu, by occupation Business, by nationality Indian, residing at Reckjoani, Post Office and Police Station Rajarhat, District North 24 Parganas, Kolkata – 700135.
- 3.4 **Mala Dutta**, wife of Sujit Kumar Dutta, (PAN AFUPD782C), by faith Hindu, by occupation Business, by nationality Indian, residing at Reckjoani, Post Office and Police Station Rajarhat, District North 24 Parganas, Kolkata – 700135.
- 3.5 **Mithun Ghosh**, son of Shyamal Kumar Ghosh, (PAN AOQPG0980H), by faith Hindu, by occupation Business, by nationality Indian, residing at Reckjoani, Post Office and Police Station Rajarhat, District North 24 Parganas, Kolkata – 700135.
- 3.6 **Bimal Sen**, son of Late Ban Behari Sen, by faith – Hindu, by occupation – Business, by nationality – Indian, residing at Reckjoani, Post Office and Police Station Rajarhat, District North 24 Parganas, Kolkata – 700135.
- 3.7 **Putul Das**, wife of Manik Das, daughter of Late Ban Behari Sen, by faith – Hindu, by occupation – Housewife, by nationality – Indian, residing at Reckjoani, Post Office and Police Station Rajarhat, District North 24 Parganas, Kolkata – 700135. Presently residing at 1No. Lajum, Margherita, Tinshukia, Assam.
- 3.8 **Manas Kanti Chakraborty**, son of Mukundu Bikash Chakraborty, by faith – Hindu, by occupation – Service, by nationality – Indian, residing at Reckjoani, Ghosh Para, Police Station - Rajarhat, District North 24 Parganas. (PAN BBOPC1007P)
- 3.9 **Bijoy Kumar Saha**, son of Late Nimai Chandra Saha, by faith – Hindu, by occupation – Service, by nationality – Indian, residing at Bashirhat, Saha Para, Police Station Bashirhat, District North 24 Parganas. (PAN BLFPS8732N)
- 3.10 **Asha Saha**, wife of Bijoy Kumar Saha, by faith – Hindu, by occupation – Housewife, by nationality – Indian, residing at Bashirhat, Saha Para, Police Station Bashirhat, District North 24 Parganas. (PAN DAPPS8984F)
- 3.11 **Bijali Sarkar alias Biju Sarkar**, wife of Late Narayan Chandra Sarkar, residing at Reckjoyani, Ghosepara (near Hospital), Police Station & Post Office Rajarhat, District North 24 Parganas. (PAN CSLPS4816H)
- 3.12 **Kakali Sarkar Pal**, wife of Shaila Paul, daughter of Late Narayan Chandra Sarkar, residing at Jagadispur, Police Station & Post Office Rajarhat, District North 24 Parganas. (PAN DSOPS3564L)

- 3.13 **Mitali Naskar**, wife of Champak Naskar, daughter of Late Narayan Chandra Sarkar, residing at Matikol, Police Station Dumdum, Post Office Rabindranagar, Kolkata – 700 065. **(PAN AJMPN0272C)**
- 3.14 **Abhijit Sarkar**, son of Late Nandadulal Sarkar, residing at Reckjoyani, Ghosepara (near Hospital), Police Station & Post Office Rajarhat, District North 24 Parganas.
- 3.15 **Gouri Sarkar**, wife of Late Nandadulal Sarkar, residing at Reckjoyani, Ghosepara (near Hospital), Police Station & Post Office Rajarhat, District North 24 Parganas.
- 3.16 **Dipankar Sarkar**, son of Late Shibsankar Sarkar, residing at Reckjoyani, Ghosepara (near Hospital), Police Station & Post Office Rajarhat, District North 24 Parganas.
- 3.17 **Subhankar Sarkar**, son of Late Shibsankar Sarkar, residing at Reckjoyani, Ghosepara (near Hospital), Police Station & Post Office Rajarhat, District North 24 Parganas.
- 3.18 **Archana Sarkar**, wife of Late Shib Sankar Sarkar, residing at Reckjoyani, Ghosepara (near Hospital), Police Station & Post Office Rajarhat, District North 24 Parganas.
- 3.19 **Tapan Chowdhury**, son of Hari Prassana Chowdhury, by faith – Hindu, by occupation – Business, by nationality – Indian, residing at 1/55/14 Jatin Das Nagar, Belghoria, Police Station Belghoria, Kolkata – 700 056.
- 3.20 **Realtech Creation Company**, a partnership firm having its office at T-68, Tegharia Main Road, Post Office Hatiara, Police Station Baguiati, Kolkata 700157, **[PAN AAQFR8577B]** duly represented by its Partners, namely **Shishir Gupta**, Son of Late Shree Bhagwan Gupta, of T-68, Tegharia Main Road, Post Office Hatiara, Police Station Baguiati, Kolkata 700157, and **Sk. Nasir**, Son of Late Sk. Rashid, at T-68, Tegharia Main Road, Post Office Hatiara, Police Station Baguiati, Kolkata 700157.

(Collectively **Owners**, includes successor-in-interest and assigns)

**And**

- 3.21 **Abhilashini Realcon Private Limited**, a company incorporated under the Companies Act, 1956, having its registered office at T-68, Tegharia Main Road, Police Station Baguiati, Kolkata-700157 **[PAN AALCA7288C]** duly represented by its Directors namely (1) **Sk. Nasir**, Son of Late Sk. Rashid, by faith Muslim, by occupation Business, by nationality Indian, of T-68, Tegharia Main Road, Police Station Baguiati, Kolkata-700157 and (2) **Sujit Kumar Dutta**, son of Subimal Dutta, by

faith Hindu, by occupation Business, by nationality Indian, of T-68, Tegharia Main Road, Police Station Baguiati, Kolkata-700157.

**(Developer**, includes successor-in-interest and assigns)

**And**

3.22 \_\_\_\_\_, w/o, s/o, d/o of \_\_\_\_\_,  
residing at \_\_\_\_\_  
\_\_\_\_\_, Post Office \_\_\_\_\_,  
Police Station \_\_\_\_\_, District \_\_\_\_\_,  
Kolkata \_\_\_\_\_, [PAN \_\_\_\_\_]

3.23 \_\_\_\_\_, w/o, s/o, d/o of \_\_\_\_\_,  
residing at \_\_\_\_\_  
\_\_\_\_\_, Post Office \_\_\_\_\_,  
Police Station \_\_\_\_\_, District \_\_\_\_\_,  
Kolkata \_\_\_\_\_, [PAN \_\_\_\_\_]

(Collectively **Buyers**, includes successors-in-interest).

Owners and Developer collectively **Sellers**.

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

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

#### **4. Subject Matter of Agreement**

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

4.1.1 **Said Flat:** Residential Flat No. \_\_\_\_\_, on the \_\_\_\_\_ floor, having carpet area about \_\_\_\_\_ (\_\_\_\_\_) square feet, described in **Part-I** of the **2<sup>nd</sup> Schedule** below (**Said Flat**), in the proposed complex named **“16 AANA” (Said Complex)** at Reckjoani Hospital Road, Police Station Rajarhat, District North 24 Parganas, Kolkata - 700135, within the limits of Rajarhat Bishnupur No.1 *Gram*

*Panchayat (RBGP-I)*, morefully described in **Part-I** of the **1<sup>st</sup> Schedule** below (**Said Premises**).

- 4.1.2 **Land Share:** Undivided, impartible, proportionate and variable share in the land comprised in the Said Premises as is attributable to the Said Flat (**Land Share**). The Land Share is/shall be derived by taking into consideration the proportion which the covered area of the Said Flat bears to the total covered area of the Said Premises.
- 4.1.3 **Parking Space:** The Garage having 120 (one hundred twenty) square feet includes the service area for the respective car parking, in the ground floor of the Said Complex and the Open parking in the ground level of the Said complex, described in **Part II** of the **2<sup>nd</sup> Schedule** below (**Parking Space**), if any
- 4.1.4 **Share In Common Portions:** Undivided, impartible, proportionate and variable share and/or interest in the common areas, amenities and facilities of the Said Premises as is attributable to the Said Flat (**Share In Common Portions**), the said common areas, amenities and facilities being described in the **3<sup>rd</sup> Schedule** below (collectively **Common Portions**). The Share In Common Portions is/shall be derived by taking into consideration the proportion which the covered area of the Said Flat bears to the total covered area of the Said Buildings
- 4.1.5 **Easement Rights over Complex Common Portions:** Right of easement on facilities and amenities which may be provided by the Sellers for common benefit and utilization of all or specified portions of the Said Complex, described in **Part II** of the **3<sup>rd</sup> Schedule** below (collectively **Complex Common Portions**). It is clarified that the Complex Common Portions shall always be and remain subject to change and modification, as be deemed fit and necessary by the Developer, to accommodate their future plans regarding the Said Complex and the Buyers hereby accept the same and shall not, under any circumstances, raise any objection or hindrance thereto.

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

## 5. Background

5.1 **Absolute Ownership:** The Sellers have represented to the Buyers that by virtue of the events and in the circumstances described in **Part-II** of the **1<sup>st</sup> Schedule** below (**Devolution of Title**), the Sellers have become the joint owners of the Said Premises, free from all encumbrances and the Developer is now in peaceful possession thereof.

5.2 **Development Agreements:** With the intention of developing and commercially exploiting their respective land by constructing Said Complex thereon and selling the Flats and covered garage and open spaces therein (Flats), the Owners have appointed the Developer, who is a well-known developer, to develop their respective land and have subsequently entered into various registered agreements the details of those agreements are given below (collectively **Development Agreements**)

Sl. No	Name of the Owners	Date	Registered in the office of:	Book No.	CD Volume No.	Pages	Deed No. & Year
1.	Skyscraper Griha Nirman Private Limited	20 <sup>th</sup> June, 2016	A.D.S.R, Rajarhat	I	1523-2016	205421 to 205454	152306656 of 2016
2.	Chandrani Dutta and Others	28 <sup>th</sup> August, 2015	A.D.S.R, Rajarhat	I	1523 - 2015	106327 to 106358	152309651 of 2015
3.	Bimal Sen and Another	14 <sup>th</sup> August, 2014	A.D.S.R, Rajarhat	I	14	12780 to 12809	09252 for 2014
4.	Realtech Creation Company	28 <sup>th</sup> August, 2015	A.D.S.R, Rajarhat	I	1523 - 2015	102101 to 102130	152309614 for 2015
5.	Bijoy Kumar Saha and Another	31 <sup>st</sup> October, 2014	A.D.S.R, Rajarhat	I	20	2262 to 2290	12277 for 2014
6.	Bijali Sarkar <i>alias</i> Biju Sarkar and others.	28 <sup>th</sup> April, 2014	A.D.S.R, Rajarhat	I	7	13498 to 13530	04834 for 2014
7.	Abhijit Sarkar and other	7 <sup>th</sup> October, 2013	A.D.S.R, Rajarhat	I	17	11570 to 11601	12017 for 2013
8.	Manas Kanti Chakraborty	3 <sup>rd</sup> November, 2014	A.D.S.R, Rajarhat	I	20	2291 to 2317	12278 for 2014
9.	Tapan Chowdhury	19 <sup>th</sup> December, 2014	A.D.S.R, Rajarhat	I	24	389 to 415	14404 for 2014

- 5.3 **Power of Attorney:** By various registered Power of Attorney, the Owners appointed Sujit Kumar Dutta and Sk. Nasir as their lawful attorney and empowered them to do all acts, things and deeds in relation to develop the entire land by constructing the Said Complex and to sell various saleable areas comprised in the Said Premises/Said Complex and to execute this Conveyance on their behalf, the details of the said registered Power of Attorneys are given below.

Sl. No.	Name of the Grantors	Date	Registered in the office of:	Book No.	CD Volume No.	Pages	Deed No. & Year
1.	Skyscraper Griha Nirman Private Limited	20 <sup>th</sup> June, 2016	A.D.S.R, Rajarhat	I	1523-2016	205541 to 205557	152306672 of 2016
2.	Chandrani Dutta and Others	31 <sup>st</sup> August, 2015	A.D.S.R, Rajarhat	I	1523 - 2015	112485 to 112502	152309858 of 2015
3.	Bimal Sen and Another	14 <sup>th</sup> August, 2014	A.D.S.R, Rajarhat	I	14	12895 to 12908	09255 for 2014
4.	Realtech Creation Company	1 <sup>st</sup> September, 2015	A.D.S.R, Rajarhat	I	1523 - 2015	107167 to 107182	152309691 for 2015
5.	Bijoy Kumar Saha and Another	3 <sup>rd</sup> November, 2014	A.D.S.R, Rajarhat	I	20	2318 to 2331	12279 for 2014
6.	Bijali Sarkar <i>alias</i> Biju Sarkar and others.	28 <sup>th</sup> April, 2014	A.D.S.R, Rajarhat	I	7	13531 to 13546	04835 for 2014
7.	Abhijit Sarkar and other	7 <sup>th</sup> October, 2013	A.D.S.R, Rajarhat	I	17	12276 to 12292	12018 for 2013
8.	Manas Kanti Chakraborty	3 <sup>rd</sup> November, 2014	A.D.S.R, Rajarhat	I	20	2332 to 2343	12280 for 2014
9.	Tapan Chowdhury	19 <sup>th</sup> December, 2014	A.D.S.R, Rajarhat	I	24	509 to 521	14409 for 2014

- 5.4 **Sanctioned Plan:** Pursuant to the Development Agreement, for construction of the Said Complex, the Developer has got a building plan sanctioned by the Zilla Parishad, North 24 Parganas, vide Building Permit No. 73/NZP, dated 18<sup>th</sup> May, 2016 (**Sanctioned Plan**), which includes all sanctioned/permissible modifications made thereto, if any, from time to time)

- 5.5 **Allocation:** By mutual consent, certain Flats in the Said Complex have been allocated to the Owners (collectively **Owners' Allocation**) and

certain other Flats in the Said Complex have been allocated to the Developer (collectively **Developer's Allocation**). The Said Flat And Appurtenances is comprised in and forms part of the Developer's Allocation. It is to be further clarified here that the Developer has separate agreement whereby the Owners had permitted the Developer to sell certain portion from the Owners' Allocation (collectively **Additional Developer's Allocation**).

- 5.6 **Said Scheme:** For selling the Flats comprised in the Developer's Allocation and in the Additional Developer's Allocation, the Developer has adopted a scheme (**Said Scheme**). The Said Scheme is based on the legal premises that (1) the land contained in the Said Premises is owned by the Owners and hence Land Shares therein must be transferred by the Owners, (2) such transfer by the Owners is in consideration of the Developer bearing all costs for the construction of the Owners' Allocation except the Additional Developer's Allocation and paying all other consideration to the Owners, (3) consequently, prospective purchaser (**Intending Buyers**) are nominee of the Developer and would have to pay all consideration for the Land Shares to the Developer and not the Owners, (4) the Flats comprised in the Developer's Allocation belong to the Developer as they have been constructed by the Developer at the Developer's own cost and hence they shall be transferred by the Developer, (5) to give perfect title to the Intending Buyers, the Owners and the Developer should jointly enter into agreement with the Intending Buyers where under the Owners (accepting the Intending Buyers to be nominee of the Developer) would agree to sell Land Shares to the Intending Buyers and the Developer would agree to sell Flats comprised in the Developer's Allocation to the Intending Buyers and (6) the consolidated consideration payable by the Intending Buyers (for the Flats and the Land Shares) should be received entirely by the Developer.
- 5.7 **Application and Allotment:** The Buyers have applied to the Developer for purchase of the Said Flat And Appurtenances and the Developer has allotted the same to the Buyers conditional upon the Buyers entering into this Agreement.
- 5.8 **Agreement to Record:** Pursuant to the aforesaid application made by the Buyers and the allotment made by the Developer, this Agreement is being entered into between the Parties for recording the conclusive and comprehensive terms and conditions (superseding all previous documents and understandings) for sale of the Said Flat And Appurtenances to the Buyers.



## 6. Conditions Precedent

6.1 **Acceptance of Conditions Precedent:** The Parties have accepted and agreed that the following are and shall be the conditions precedent to this Agreement:

6.1.1 **Financial and Other Capacity of Buyers:** The undertaking of the Buyers to the Developer that the Buyers have the financial and other resources to meet and comply with all financial and other obligations under this Agreement, punctually.

6.1.2 **Satisfaction of Buyers:** The undertaking of the Buyers to the Sellers that the Buyers are acquainted with, fully aware of and is thoroughly satisfied about the title of the Owners, the Sanctioned Plan, all the background papers described in the Devolution of Title, the right of the Sellers to enter into this Agreement and the extent of the rights being granted in favour of the Buyers, and the Buyers shall not raise any objection with regard thereto.

6.1.3 **Measurement:** The mutual agreement and acceptance by and between the Parties that the measurement of the Said Flat as mentioned in this Agreement is tentative and (1) the final measurement of the Said Flat will be done by the Parties on completion of its construction, (2) the carpet area (excluding entire or proportionate share of thickness of the external wall of the concerned Flat, exclusive balcony or veranda, but including the area covered by the internal partition wall) of the Said Flat shall be certified by Tapas Kumar Roy, Architect or such other architect as may be appointed by the Developer from time to time (**Architect**), and (3) neither of the Parties shall question and/or challenge the covered area certified by the Architect/Engineer, at any time or under any circumstances. The Total Price (defined in Clause 8.1 below) shall increase or decrease on the basis of the final measurement done by the Architect/Engineer in the above manner. The Buyers hereby accept the above and shall not raise any objection with regard thereto.

6.1.4 **Parking Space Allotment:** The mutual agreement and acceptance by and between the Parties that (1) the Parking Space (if any has been agreed to be taken by the Buyers) shall be allotted to the Buyers after completion of construction of the Said Complex but simultaneously with delivery of possession of the Said Flat (2) if covered, the Parking Space shall be at the ground floor of the Said Complex and if open, at any place

at the ground level of the Said Premises **(3)** the Parking Space can only be used for parking of a medium sized motor car of the Buyers and not for any other purposes and **(4)** the Buyers will have only right to park in the Parking Space.

- 6.1.5 **Rights Confined to Said Flat And Appurtenances:** The undertaking of the Buyers to the Owners and the Developer that the right, title and interest of the Buyers are confined only to the Said Flat And Appurtenances and the Developer is entitled to deal with and dispose off all other portions of the Said Premises and the Said Complex to third parties at the sole discretion of the Developer, which the Buyers hereby accept and to which the Buyers, under no circumstances, shall be entitled to raise any objection.
- 6.1.6 **Covenants:** The mutual agreement and acceptance by and between the Parties that **(1)** the covenants of the Buyers (**Buyers' Covenants**) and the covenants of the Sellers (**Sellers' Covenants**) as mentioned in Clause 10 and its Sub Clauses below shall perpetually run with the land **(2)** the Buyers' Covenants and the Sellers' Covenants (collectively **Covenants**) shall bind them and their successors-in-title or interest and **(3)** this Agreement is based on the undertaking that the Buyers' Covenants and the Sellers' Covenants shall be strictly performed by the Buyers and the Sellers, respectively.
- 6.1.7 **Common Portions Subject to Change:** The mutual agreement and acceptance by and between the Parties that although the Common Portions which are described in the **3<sup>rd</sup> Schedule** below, the said description is only indicative and is not intended to bind the Developer in any manner. The Developer shall, in the absolute discretion of the Developer, upon intimation, be entitled to modify or improvise the Common Portions and the Buyers shall not have any claim, financial or otherwise, against the Developer for such modification or improvisation.
- 6.1.8 **Extension/Addition:** The undertaking of the Buyers to the Developer that notwithstanding anything contained in this Agreement, the Buyers has no objection and shall under no circumstances have any objection to the Developer **(1)** integrating/adding (notionally or actually) other contiguous lands to the Said Complex and for this purpose, demolishing boundary walls and affixing gates wherever necessary and connecting existing passages **(2)** extending, modifying and realigning the extent, area, layout and location of the Said Complex including the Common Portions **(3)** modifying the Sanctioned Plan, as may be necessary in this

regard **(4)** granting all forms of unfettered and perpetual proportionate right of ownership and use over the Common Portions and **(5)** granting all rights of user and easements to the Intending Buyers. The Buyers further undertake that in consideration of the Sellers agreeing to sell the Said Flat And Appurtenances to the Buyers, the Buyers have accepted and/or shall be deemed to have accepted all the above conditions.

## **7. Commencement and Validity**

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

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

## **8. Total Price, Additional Cost, Payment and Extras**

8.1 **Total Price:** The consideration for sale of the Said Flat , the Land Share, the Share In Common Portions and grant of Easement Rights is Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_) **And** for right to park \_\_\_\_\_ (\_\_\_\_\_) medium sized car/s in the covered space in the ground floor of any premises in the Said Complex Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_) aggregating to Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_) (collectively **Total Price**), to be paid in full to the Developer, which the Parties confirm and accept. The Total Price is exclusive of the applicable GST, which the Parties confirm and accept. The Buyers agree to pay the Total Consideration along with applicable GST. The Total Price has been fixed by mutual consent and hence it shall not be open to question by any Party **provided however** the Total Price shall vary proportionately in the manner mentioned in Clause 6.1.3 above and does not include the Extras (defined in Clause 8.5 below).

8.2 **Additional Cost:** During the construction of the Said Flat, if the Buyers desires to have any additional modification, changes in the Said Flat other than those which are specified herein, the Buyers shall communicate the same to the Developer in writing, the Developer shall then estimate the tentative cost to be incurred for that purpose (**Additional Cost**) and

intimate the amount of the Additional Cost in writing to the Buyers. The Developer shall do all further modifications and changes in the Said Flat only after receiving the estimated Additional Cost and GST, as applicable. It is to be clarified hereby that under no circumstances the Additional Cost will be presumed to be a part of the Total Price.

- 8.3 **Payment of Total Price:** The Total Price shall be paid by the Buyers to the Developer in the manner mentioned in the chart below, time being the essence of contract. The Buyers agree and covenant not to claim any right or possession over and in respect of the Said Flat And Appurtenances till such time the Buyers have paid the entirety of the Total Price, Additional Cost (defined in Clause 8.2 above) and the Extras (defined in Clause 8.5 below).

Sl.	Payment Description	Percentage
1.	At or before the execution hereof	20% of Total Price plus applicable GST
2.	On Foundation of Said Premises	15% of Total Price plus applicable GST
3.	On Ground Floor Roof Casting of Said Premises	10% of Total Price plus applicable GST
4.	On 1 <sup>st</sup> Floor Roof Casting of Said Premises	10% of Total Price plus applicable GST
5.	On 2 <sup>nd</sup> Floor Roof Casting of Said Premises	10% of Total Price plus applicable GST
6.	On 3 <sup>rd</sup> Floor Roof Casting of Said Premises	10% of Total Price plus applicable GST
7.	On 4 <sup>th</sup> Floor Roof Casting of Said Premises	10% of Total Price plus applicable GST
8.	On Brickwork of Said Flat	10% of Total Price plus applicable GST
9.	On Possession of Said Flat	5% of Total Price plus applicable GST

- 8.4 **Notice for Payment:** On happening of each event mentioned in the chart above, the Developer shall give written notice to the Buyers (**Payment Notice**), quantifying the amount payable by the Buyers. Within 15 (fifteen) days of the date of receipt of the Payment Notice, the Buyers shall (unconditionally, without demur and without raising any dispute about service/receipt of the Payment Notice), pay the amount quantified in the Payment Notice, failing which the Buyers shall be deemed to be in default and the consequences mentioned in Clause 11.2

shall follow. The Buyers covenant that the Buyers shall regularly and punctually make payment of the installments of the Total Price in the manner mentioned in the chart above and this Agreement is and shall be deemed to be sufficient notice to the Buyers about the obligation to make payment. Timely payment of the Total Price and the Extras (defined in Clause 8.5 below) shall be the essence of the contract. If payments are made by negotiable instruments, the same shall be made payable at Kolkata and favouring **Abhilashini Realcon Private Limited**.

8.5 **Extras:** In addition to the Total Price and the Additional Cost (if any), the Buyers shall also pay to the Sellers, as and when demanded by the Sellers, the following amounts (collectively **Extras**):

8.5.1 **Proportionately:** Proportionately, costs, expenses, deposits and charges for:

- (a) **Increase Due to Circumstances Of Force Majeure:** any increase and/or escalation in cost of construction due to Circumstances Of Force Majeure (defined in Clause 15.1 below).
- (b) **Special Amenities/Facilities:** providing any special amenities/facilities in the Common Portions and the Specified Facilities (save and except those described in the **3<sup>rd</sup> Schedule** below) and improved specifications of construction of the Said Premises over and above the specifications described in the **4<sup>th</sup> Schedule** below (**Specifications**).
- (c) **Formation of Association:** formation of a body of co-owners of the Said Complex, which may be a syndicate, committee, body corporate, company or association under the West Bengal Apartment Ownership Act, 1972 (**Association**).
- (d) **Betterment Fees:** betterment and development fees and levies that may be charged/imposed by any government authorities or statutory bodies on the Said Premises or the Said Flat And Appurtenances or its transfer in terms hereof.
- (e) **Taxes:** GST or any other tax and imposition levied by the State Government, Central Government or any other authority or body on the Sellers, from time to time.

- (f) **Main Electricity Meter/Transformer:** security deposit of Rs. 35,000/- (Rupees thirty five thousand) and all other charges of the supply agency for providing main meter to the Said Complex.

8.5.2 **Wholly:** Wholly, costs, expenses, deposits and charges towards:

- (a) **Electricity Meter:** security deposit and all other billed charges of the supply agency for providing meter to the Said Flat, at actual.
- (b) **Generator:** stand-by power supply to the Said Flat from diesel generators of 1 KVA. In this regard it is clarified that (1) the Buyers have to give an installation charge of Rs. 30,000/- (Rupees thirty thousand) for the same.
- (c) **Intercom:** The Sellers shall provide intercom facility in the Said Flat, the Buyers shall be liable to give an installation charge of Rs.10,000/- (Rupees ten thousand) for the same.
- (d) **Legal Fees:** Developer's Advocate, (**Legal Advisor**), who has drawn this Agreement and shall draw all further documents. The fees of Legal Advisor together with fixed miscellaneous expenses for registration will be 1% (one percent) of the market value of the Said Flat and Appurtenances, as to be determined by the concern authority. The Buyers shall be liable to pay a sum of Rs 5,000/- (Rupees five thousand) towards legal fees at the time of execution of this presents and the balance of the legal fees at the time of final conveyance. The fee shall be paid to the Developer who shall do all accounting with the Legal Advisor.
- (e) **Stamp Duty and Registration Costs:** costs and expenses of Stamp Duty and Registration Fees of each document.
- (f) **Upgradation:** increased costs due to any up-gradation of the Specifications described in the 4<sup>th</sup> **Schedule** below or change of layout of the Said Flat. In this regard it is clarified that (1) the Buyers can seek specific up-gradation or change of layout of the Said Flat only once, (2) the Sellers shall have absolute discretion in agreeing to such up-gradation or change of layout of the Said Flat, (3) written instruction for specific up-gradation or change of layout of the Said Flat shall have to be given by the Buyers to the Sellers, (4) if acceptable, the Sellers shall signify consent to the proposed specific up-gradation or change of layout of the Said Flat

and give a cost estimate for the same, in writing and (5) within 15 (fifteen) days of the said consent and cost estimate, the Buyers shall have to pay the estimated cost, failing which the instruction for up-gradation or change of layout of the Said Flat shall be deemed to have been perpetually withdrawn, waived and abandoned by the Buyers.

- (g) **Advance Common Expenses/Maintenance Charges:** interest free advance for proportionate share of the common expenses/maintenance charges described in the 5<sup>th</sup> Schedule below (**Common Expenses/ Maintenance Charges**) @ Rs.1.80/- (Rupees one point eight zero) plus GST per square feet per month, for 12 (twelve) months, from the Date Of Possession (defined in Clause 9.6.2 below) (**Advance Common Expenses/Maintenance Charges**). The Advance Common Expenses/Maintenance Charges shall (1) be utilized for meeting the Common Expenses/ Maintenance Charges for the said limited period of 12 (twelve) months only, (2) be a fixed payment after paying which the Buyers shall have no further obligation to pay any other amount towards Common Expenses/Maintenance Charges for the said period of 12 (twelve) months and (3) be utilized by the Sellers to meet all expenses towards Common Expenses/Maintenance Charges, without obligation of any accounting and (4) be handed over by the Sellers to the Association, if the Association becomes operational before expiry of the said period of 12 (twelve) months **provided however** the Sellers shall handover only the balance remaining of the Common Expenses /Maintenance Charges to the Association.
- (h) **Common Expenses/Maintenance Deposit:** interest free deposit as security for payment of Common Expenses /Maintenance Charges, a sum of Rs.12/- (Rupees twelve) per square feet (**Common Expenses/ Maintenance Deposit**), which shall be handed over to the Association, upon formation.
- (i) **Change in Total Price:** any increase or decrease in the Total Price due to increase or decrease in measurement of the Said Flat, at the rate at which the Total Price has been computed.

## 9. Construction and Completion of Sale

- 9.1 **Construction by Developer:** The Developer shall construct, complete and finish the Said Flat and Appurtenances in accordance with the

Sanctioned Plan or as may be recommended by the Architect/Engineer, as per the Specifications described in the 4<sup>th</sup> **Schedule** below.

- 9.2 **Quality, Workmanship and Acceptance of Variations etc.:** The decision of the Architect/Engineer regarding quality and workmanship shall be final and binding on the Parties. The Buyers hereby consent to the variations, modifications or alterations as may be recommended by the Architect/ Engineer and hereby further agrees not to raise any objection to the Developer and/or the Architect/Engineer making such variations, modifications or alterations.
- 9.3 **No Hindrance:** The Buyers shall not do any act, deed or thing whereby construction of the Said Flat and Appurtenances and/or the Said Complex is in any way hindered or impeded.
- 9.4 **Basic Duty of Buyers:** The Buyers shall make all payments and perform all obligations as stipulated in this Agreement and the Buyers shall not, in any way, commit breach of the terms and conditions herein contained.
- 9.5 **Completion Date:** Construction, finishing and making the Said Flat habitable and the Parking Space, if any, usable [(1) in bare condition and (2) as per the Specifications, the decision of the Architect/Engineer in this regard being final and binding], shall be done by the Developer within 31<sup>st</sup> December, 2020 (**Completion Date**). The Developer shall neither incur any liability nor be held liable for claim of any amount by the Buyers, if the Developer is unable to deliver possession of the Said Flat within the Completion Date due to Circumstances Of Force Majeure (defined in Clause 15.1 below) or for or on account of (1) delay on the part of the Buyers in making any payment, whereby the Developer is prevented from completing the Said Flat And Appurtenances or any portion thereof. In no event shall the Buyers be entitled to claim any amount from the Developer on account of consequential losses and damages or otherwise if the Said Flat and Appurtenances is not completed within the Completion Date.
- 9.6 **Possession of Said Flat and Parking Space:** Upon construction, finishing and making the Said Flat habitable and the Parking Space, if any, usable, the Developer shall hand over possession of the same to the Buyers. With regard to possession, it is clarified as follows:
  - 9.6.1 **All Payments Before Possession:** Before receiving possession of the Said Flat And Appurtenances, the Buyers shall pay to the Developer all



amounts due and payable towards the Total Price and Extras and the Buyers shall not claim possession of the Said Flat And Appurtenances till the Total Price and Extras are paid in full.

- 9.6.2 **Possession Notice and Date Of Possession:** Immediately after constructing, finishing and making the Said Flat habitable and the Parking Space, if any, usable, the Developer shall serve a notice on the Buyers (**Possession Notice**) calling upon the Buyers to take possession. Within 15 (fifteen) days from the date of the Possession Notice, the Buyers shall be bound to take over physical possession of the Said Flat and the Parking Space, if any, after fulfilling all obligations under this Agreement, including payment of all amounts due to the Developer under this Agreement, failing which it shall be deemed that the Buyers have taken possession on the 15<sup>th</sup> day of the date of the Possession Notice (date of actual or deemed possession, **Date Of Possession**).
- 9.6.3 **Meaning of Completion:** It shall not be obligatory for the Developer to complete the Common Portions in all respects before giving the Possession Notice to the Buyers and the Said Flat shall be deemed to have been completed in all respect if the same is made fit for habitation [(1) in bare condition and (2) as per the Specifications and (3) as per the modification by the Buyers (if any), in this regard being final and binding].
- 9.6.4 **Complete Satisfaction on Possession:** On the Date of Possession, the Buyers shall be deemed to be completely satisfied with all aspects of the Said Flat And Appurtenances, including the measurement of the Said Flat.
- 9.6.5 **Commencement of Outgoings:** From the Date Of Possession, all outgoings in respect of the Said Flat And Appurtenances, including Municipal tax, surcharge, land revenue, levies, cess etc. (collectively **Rates & Taxes**) and Common Expenses/ Maintenance Charges as be tentatively decided by the Developer, shall become payable by the Buyers. It is clarified that the Common Expenses/Maintenance Charges do not include the Rates & Taxes.
- 9.7 **Developer's Obligations:** Subject to the Buyers making payment of the Total Price and the Extras in the manner stipulated in this Agreement, the Developer hereby agrees:

- 9.7.1 **Construction of Said Flat:** to construct, finish and make the Said Flat habitable and the Parking Space, if any, usable and transfer the Said Flat and Appurtenances to the Buyers.
- 9.7.2 **Construction According to Specifications:** to construct, finish and make the Said Flat habitable and the Parking Space, if any, usable, in accordance with the Sanctioned Plan and Specifications, reasonable variations accepted.
- 9.7.3 **Arrangement for Utilities for Construction Work:** to make own arrangement for water and electricity required for construction.
- 9.8 **Completion of Sale:** The sale of the Said Flat and Appurtenances shall be completed by execution and registration of conveyance in favour of the Buyers provided the Buyers tender in time all amounts required for the same as mentioned in Clause 8.4.2 (b) above. The Legal Advisor shall draft the standard conveyance and only such standard conveyance shall be used. In such standard conveyance, (1) the Owners shall transfer the Land Share and (2) the Developer shall transfer the Said Flat and Parking Space (if any) and Share In Common Portions, for the Total Price. Sujit Kumar Dutta and Sk. Nasir shall sign on behalf of and as the constituted attorney of the Owners. The Buyers shall be bound to take conveyance of the Said Flat And Appurtenances on or before the Date Of Possession, failing which physical possession of the Said Flat And Appurtenances shall not be delivered to the Buyers (although it shall be deemed that the Buyers are in possession and liable for all Rates & Taxes and Common Expenses/Maintenance Charges, from the Date Of Possession) and in addition, all statutory taxes and penalties shall also be borne and paid by the Buyers.
- 9.9 **Management of Common Portions:** The Association shall maintain and manage all Common Portions of the Said Complex. In this regard, it is clarified that (1) the Association shall operate, manage and render specified day to day services with regard to the Common Portions, (2) the Association shall levy and collect the Common Expenses/Maintenance Charges, (3) the Buyers shall be bound to pay the Common Expenses/Maintenance Charges to the Association, (4) the Association will not be required to render any accounts to the Buyers and (5) the ownership of the Common Portions (subject to the terms of this Agreement) shall vest in all the co-owners of the Said Complex through the Association.

## 10. Buyers' Covenants and Sellers' Covenants

10.1 **Buyers' Covenants:** The Buyers covenant with the Sellers [which expression includes the Association in all Sub Clauses of Clause 10 except Sub Clause Nos. 10.1.7, 10.1.10 (l) and 10.1.12] and admits and accepts that:

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

10.1.2 **Buyers to Mutate and Pay Rates & Taxes:** The Buyers shall **(1)** pay the Rates & Taxes (proportionately for the Said Complex and wholly for the Said Flat And Appurtenances, from the Date Of Possession and until the Said Flat And Appurtenances is separately assessed in the name of the Buyers), on the basis of the bills to be raised by the Developer or the Association (upon formation), such bills being conclusive proof of the liability of the Buyers in respect thereof and **(2)** have mutation completed at the earliest. The Buyers further admit and accept that the Buyers shall not claim any deduction or abatement in the bills of the Developer or the Association (upon formation).

10.1.3 **Buyers to Pay for Common Expenses/Maintenance Charges:** Subject to the provisions of Clause 8.5.2 (g) above, the Buyers shall pay the Common Expenses/Maintenance Charges, on the basis of the bills to be raised by the Developer or the Association (upon formation), such bills being conclusive proof of the liability of the Buyers in respect thereof. The Buyers further admit and accept that **(1)** the Buyers shall not claim any deduction or abatement in the bills relating to Common Expenses/Maintenance Charges and **(2)** the Common Expenses/Maintenance Charges shall be subject to variation from time to time, at the sole discretion of the Developer or the Association (upon formation).

10.1.4 **Developer's Charge/Lien:** The Developer shall have first charge and/or lien over the Said Flat And Appurtenances for all amounts due and payable by the Buyers to the Developer **provided however** if the Said Flat And Appurtenances is purchased with assistance of a financial institution, then such charge/lien of the Developer shall stand

extinguished on the financial institution clearing all dues of the Developer.

- 10.1.5 **No Obstruction by Buyers to Further Construction:** The Developer shall be entitled to construct further floors on and above the top roof of the Said Complex after getting appropriate approval or sanction plan from the concert authority and the Buyers shall not obstruct or object to the same.
- 10.1.6 **No Obstruction by Buyers for Addition of Plots in the Said Premises:** The Sellers shall be entitled to purchase additional plots adjacent to the Said Premises or can enter into joint venture agreement for development of any plots adjacent to the Said Premises and amalgamate the same with the Said Premises and construct additional building/buildings therein, after written information and confirmation of the existing Buyers in the said complex.
- 10.1.7 **Buyers to Participate in Formation of Association:** The Buyers admits and accepts that the Buyers and other Intending Buyers of Flats in the Said Complex shall form the Association and the Buyers shall become a member thereof. The Buyers shall bear and pay the proportionate costs of formation and the expenses of the Association and shall pay for, acquire and hold membership with voting rights and in this regard the Buyers shall sign, execute and deliver necessary applications and all other papers, declarations and documents as may be required. Upon formation of the Association, the residue then remaining of the Advance Common Expenses/Maintenance Charges and the Common Expenses/Maintenance Deposit paid by the Buyers (after adjustment of all amounts then remaining due and payable) shall be transferred by the Developer to the Association. The deposits shall thereafter be held by the Association in the account of the Buyers. The Association shall look after the maintenance of the Common Portions of the Said Complex and the Said Premises.
- 10.1.8 **Obligations of the Buyers:** On and from the Date of Possession, the Buyers shall:
- (a) **Co-operate in Management and Maintenance:** co-operate in the management and maintenance of the Said Complex and the Said Premises by the Association.

- (b) **Observing Rules:** observe the rules framed from time to time by the Developer/Association for the beneficial common enjoyment of the Said Complex and the Said Premises.
- (c) **Paying Electricity Charges:** pay for electricity and other utilities consumed in or relating to the Said Flat and Appurtenances and the Common Portions.
- (d) **Meter and Cabling:** be obliged to draw the electric lines/wires, television cables, broadband data cables and telephone cables to the Said Flat only through the ducts and pipes provided therefor, ensuring that no inconvenience is caused to the Sellers or to the other Intending Buyers. The main electric meter shall be installed only at the common meter space in the Said Premises. The Buyers shall under no circumstances be entitled to affix, draw or string wires, cables or pipes from, to or through any part or portion of the Said Complex, the Said Premises and outside walls of the Said Complex save in the manner indicated by the Developer or the Association (upon formation).
- (e) **Residential Use:** use the Said Flat for residential purpose only. Under no circumstances shall the Buyers use or allow the Said Flat to be used for commercial, industrial or other non-residential purposes. The Buyers shall also not use or allow the Said Flat to be used as a religious establishment, hotel, guesthouse, serviced apartment, mess, chummary, hostel, boarding house, restaurant, nursing home, club, school or other public gathering place.
- (f) **No Alteration:** not alter, modify or in any manner change the (1) elevation and exterior colour scheme of the Said Complex and (2) design and/or the colour scheme of the windows, grills and the main door of the Said Flat, without the permission in writing of the Developer or the Association (upon formation). In the event the Buyers make the said alterations/changes, the Buyers shall compensate the Developer/ Association (as the case may be) as estimated by the Developer/Association.
- (g) **No Structural Alteration:** not alter, modify or in any manner change the structure or any civil construction in the Said Flat and Appurtenances or the Common Portions of the Said Complex.
- (h) **No Sub-Division:** not sub-divide the Said Flat and Appurtenances and the Common Portions, under any circumstances.

- (i) **No Changing Name:** not change/alter/modify the name of the Said Complex or the Said Complex from that mentioned in this Agreement.
- (j) **No Nuisance and Disturbance:** not use the Said Flat or the Parking Space, if any or permit the same to be used in such manner or commit any act, which may in any manner cause nuisance or annoyance to other occupants of the Said Complex and/or the neighboring properties and not make or permit to be made any disturbance or do or permit anything to be done that will interfere with the rights, comforts or convenience of other occupants.
- (k) **No Storage in Common Portions:** not store or cause to be stored and not place or cause to be placed any goods, articles or things in the Common Portions.
- (l) **No Obstruction to Developer/Association:** not obstruct the Developer/ Association (upon formation) in their acts relating to the Common Portions and not obstruct the Developer in constructing on the top roof of the Said Complex and selling and granting rights to any person on any part of the Said Premises (excepting the Said Flat And Appurtenances).
- (m) **No Obstruction of Common Portions:** not obstruct pathways and passages or use the same for any purpose other than for ingress to and egress from the Said Flat and the Parking Space, if any.
- (n) **No Violating Rules:** not violate any of the rules and/or regulations laid down by the Association for the use of the Common Portions.
- (o) **No Throwing Refuse:** not throw or accumulate or cause to be thrown or accumulated any dust, rubbish or other refuse in the Common Portions **save** at the places indicated therefor.
- (p) **No Injurious Activities:** not carry on or cause to be carried on any obnoxious or injurious activity in or through the Said Flat, the Parking Space, if any or the Common Portions.

- (q) **No Storing Hazardous Articles:** not keep or store any offensive, combustible, obnoxious, hazardous or dangerous articles in the Said Flat and the Parking Space, if any.
- (r) **No Signage:** not put up or affix any sign board, name plate or other things or other similar articles in the Common Portions or outside walls of the Said Flat/Said Complex **save** at the place or places provided therefor **provided that** this shall not prevent the Buyers from displaying a standardized name plate outside the main door of the Said Flat.
- (s) **No Floor Damage:** not keep any heavy articles or things, which are likely to damage the floors or operate any machine **save** usual home appliances.
- (t) **No Installing Generator:** not install or keep or run any generator in the Said Flat and the Parking Space, if any.
- (u) **No Use of Machinery:** not install or operate any machinery or equipment except household appliances.
- (v) **No Misuse of Water:** not misuse or permit to be misused the water supply to the Said Flat.
- (w) **No Overloading Lifts:** not overload the passenger lifts and move goods only through the staircase of the Said Complex.
- (x) **Damages to Common Portions:** not damage the Common Portions in any manner and if such damage is caused by the Buyers and/or family members, invitees or servants of the Buyers, the Buyers shall compensate for the same.

10.1.9 **Notification Regarding Letting:** If the Buyers let out or sells the Said Flat and Appurtenances, the Buyers shall immediately notify the Developer or the Association (upon formation) of the tenant's/transferee's address and telephone number.

10.1.10 **Roof Rights:** A demarcated portion of the top roof of the Said Complex shall remain common to all co-owners of the Said Complex (**Common Roof**) and all common installations such as water tank and lift machine room shall be situated in the Common Roof and the balance portion of the top roof of the Said Complex shall consist of gym-exercise room,

community hall and contemporary exteriors for common use of all co-owners of the Said Complex along with the Developer.

10.2 **Sellers' Covenants:** The Sellers covenant with the Buyers and admit and accept that:

10.2.1 **Completion of Transfer:** The transfer of the Said Flat and Appurtenances shall be completed by the Sellers by executing conveyance in favour of the Buyers.

10.2.2 **No Creation of Encumbrance:** The Sellers shall not create any charge, mortgage, lien and/or shall not sell, transfer, convey and/or enter into any agreement with any person other than the Buyers in respect of the Said Flat And Appurtenances, subject to the Buyers fulfilling all terms, conditions and obligations of this Agreement.

10.2.3 **Documentation for Loan:** The Sellers shall provide to the Buyers all available documents so that the Buyers may get loan from Banks and Financial Institutions.

## 11. Termination and its Effect

11.1 **Cancellation by Buyers:** The Buyers shall have the right to terminate this Agreement at any time and if the Buyers does so, the Developer shall refund to the Buyers all payments received till that date, without any interest, after deducting 10% (ten percent) of the Total Price.

11.2 **Breach of Buyers' Covenants:** In the event the Buyers **(1)** fail to make payment of the Total Price and the Extras, or **(2)** fails to perform the obligations on the part of the Buyers to be performed in terms of this Agreement or **(3)** neglects to perform any of the Buyers' Covenants, this Agreement shall, at the option of the Developer, stand cancelled and/or rescinded, upon which the Developer shall refund to the Buyers all payments received till that date, without any interest, after deducting 10% (ten percent) of the Total Price. Payments made by the Buyers for up-gradation shall be non-refundable. In the event the Developer condones the delay of any payment due under this Agreement, the Buyers shall be liable to pay interest @ 12% (twelve percent) per annum for the period of delay (computed from the date the payment became due till the date of payment) on all amounts due and outstanding. However, such right of condonation is exclusively vested in the Developer and the Buyers shall not be entitled to claim the same as a matter of right.



11.3 **Breach of Sellers' Covenants:** Without prejudice to the provisions of Clause 9.5 above, in the event the Sellers fail and/or neglect to perform any of the Sellers' Covenants, this Agreement shall, at the option of the Buyers, stand cancelled and/or rescinded, upon which the Developer shall refund to the Buyers all payments received till that date, with interest @ 12% (twelve percent) per annum, from the date of payment to the date of refund. If the Buyers opt not to cancel this Agreement, then also the Developer shall pay to the Buyers interest @ 12% (twelve percent) per annum, for the entire period of delay.

11.4 **Effect:** Upon termination of this Agreement due to any of the circumstances mentioned in Clauses 11.1, 11.2 and 11.3 above, the Buyers shall not be entitled to claim any right, title and interest (either equitable or otherwise) over and in respect of the Said Flat And Appurtenances and/or the Said Complex and/or the Said Premises or part or portion thereof and the Buyers shall further not be entitled to claim any charge on the Said Flat And Appurtenances and/or any part or portion thereof, in any manner whatsoever. The effect of such termination shall be binding and conclusive on the Parties.

## 12. Taxes

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

## 13. Defects

- 13.1 **Decision of Architect/Engineer Final:** If any work in the Said Flat and Appurtenances is claimed to be defective by the Buyers within a period of 12 (twelve) months from the Date of Possession Notice the matter shall be referred to the Architect/Engineer and the decision of the Architect/Engineer shall be final and binding on the Parties. If directed by the Architect/Engineer, the Developer shall, at its own costs, remove the defects. This will however not entitle the Buyers to refuse to take possession of the Said Flat and if the Buyers does so, the provisions regarding deemed possession as contained in Clause 9.6.2 above shall apply and all consequences mentioned therein shall follow. In the context of this Clause, defects shall mean defect in structural or construction quality, workmanship and not defect in bought-out items such as electrical fittings, sanitary fittings, hardware fittings etc.

#### 14. Association and Rules

- 14.1 **Rules of Use:** The Said Flat and Appurtenances shall be held by the Buyers subject to such rules and regulations as may be made applicable by the Association from time to time.
- 14.2 **Restrictions:** The Buyers agree that the Buyers shall use the Said Flat and Appurtenances subject to all restrictions as may be imposed by the Association provided however such restrictions are for the general good of the other co-owners of the Said Complex.

#### 15. Force Majeure

- 15.1 **Circumstances Of Force Majeure:** The Developer shall not be held responsible for any consequences or liabilities under this Agreement if the Developer is prevented in meeting the obligations under this Agreement by reason of contingencies caused by neither of the Parties and unforeseen occurrences such as **(1)** acts of God **(2)** acts of Nature **(3)** acts of War **(4)** fire **(5)** insurrection **(6)** terrorist action **(7)** civil unrest **(8)** riots **(9)** delay in the grant of electricity, water, sewerage and drainage connection or any other permission or sanction by the Government or any statutory authority **(10)** any notice, order of injunction, litigation, attachments, etc. and **(11)** any rule or notification of the Government or any other public authority or any act of Government such as change in legislation or enactment of new law, restrictive Governmental laws or regulations (collectively **Circumstances Of Force Majeure**).

- 15.2 **No Default:** The Developer shall not be deemed to have defaulted in the performance of the Developer's contractual obligations whilst the performance thereof is prevented by Circumstances Of Force Majeure and the time limits laid down in this Agreement for the performance of obligations shall be extended accordingly upon occurrence and cessation of any event constituting Circumstances Of Force Majeure.

## 16. Miscellaneous

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

- 16.7 **Nomination by Buyers:** The Buyers admit and accept that before the execution and registration of conveyance deed of the Said Flat And Appurtenances, the Buyers will be entitled to nominate, assign and/or transfer the Buyers' right, title, interest and obligations under this Agreement only by following the under mentioned process:
- 16.7.1 **Application by Buyers:** The Buyers shall apply in writing to the Developer for permission to nominate.
- 16.7.2 **Permission by Developer:** On receiving such application, the Developer may grant permission for such nomination.
- 16.7.3 **Process Following Permission:** If the Developer grants permission, then and in such event and as a condition precedent to granting of such permission (1) the Buyers shall make payment of all dues of the Developer in terms of this Agreement, up to the time of nomination (2) the Buyers shall pay to the Developer 2% (two percent) of the market price of the Said Flat And Appurtenances prevailing at that time (as be determined by the Developer) as Transfer Charge (3) the Buyers shall pay an additional legal fee of Rs.10,000/- (Rupees ten thousand) to the Legal Advisor for documentation of the nomination (4) the Buyers and the Nominee shall enter into a multi-party agreement with the Developer and the Owners, for recording such nomination and (5) simultaneously with the execution of the aforesaid multi-party agreement, the Nominee shall enter into a fresh agreement with the Owners and the Developer, identical to this Agreement.
- 16.7.4 **No Nomination Charges for Parent, Spouse and Children:** Subject to the approval and acceptance of the Developer **and subject to** the above conditions, the Buyers shall be entitled to nominate, assign and/or transfer the Buyers' right, title, interest and obligations under this Agreement to parent, spouse and children without payment of the Transfer Charge.

The Buyers admit and accept that the Buyers shall not nominate or assign the rights under this Agreement **save** in the manner indicated above.

- 16.8 **Entire Agreement:** This Agreement constitutes the entire understanding between the Parties and supersedes the terms and conditions whatever agreed between the Parties prior to execution of this Agreement but does not include or supersedes any document contemporaneously entered into between the Parties. It is specifically understood that the brochures, compact discs, advertising and marketing material published by the Developer from time to time in respect of the Said Complex are just advertisement material and contain various features such as furniture lay-out, vegetation and plantation shown

around the said complex, colour scheme, vehicles etc. to increase the aesthetic view only and are not part of the development. These features/amenities are not agreed to be developed or provided by the Developer.

- 16.9 **Counterparts:** This Agreement is being executed simultaneously in duplicate and each copy shall be deemed to be an original and both copies shall together constitute one instrument and agreement between the Parties. One copy shall be retained by the Buyers and another by the Developer.
- 16.10 **Amendments/Modifications:** No amendments or modifications of this Agreement or any part hereof shall be valid and effective unless it is by an instrument in writing executed by all the Parties.
- 16.11 **Reservation of Rights:** No forbearance, indulgence, relaxation or inaction by any Party at any time to require performance of any of the provisions of this Agreement shall in any way affect, diminish or prejudice the right of such Party to require performance of that provision.
- 16.12 **Waiver:** Any term or condition of this Agreement may be waived at any time by the Party who is entitled to the benefit thereof. Such waiver must be in writing and must be executed by the Party or an authorized agent of the Party. A waiver on one occasion will not be deemed to be waiver on a future occasion. Omission or delay on the part of either Party to require due and punctual performance of any obligation by the other Party shall not constitute a waiver of such obligation and it shall not in any manner constitute a continuing waiver and/or as a waiver of other breaches of the same or other obligations hereunder or as a waiver of any right or remedy that the Party may otherwise have in law or in equity.
- 16.13 **No Agency:** The Parties are entering into this Agreement on principal-to-principal basis and nothing contained herein shall make the Parties agents of each other.

## 17. Notice

- 17.1 **Mode of Service:** Notices under this Agreement shall be served by messenger or by registered post/speed post with acknowledgment due at the above mentioned addresses of the Parties, unless the addresses are changed by prior intimation in writing. Such service shall be deemed to have been effected **(1)** on the date of delivery, if sent by messenger and **(2)**

on the 4<sup>th</sup> day of handing over of the cover to the postal authorities, if sent by registered post/speed post, irrespective of refusal to accept service by the Parties.

## **18. Alternative Dispute Resolution**

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

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

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

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

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

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

## **19. Jurisdiction**

**19.1 District Court and High Court:** In connection with the aforesaid arbitration proceeding, only the District Judge, North 24 Parganas District and the High Court at Calcutta shall have jurisdiction to entertain and try all actions and proceedings.

## 20. Rules of Interpretation

- 20.1 **Number and Gender:** Words denoting the singular number include, where the context permits and requires, the plural number and vice-versa. Words denoting any gender include the other genders.
- 20.2 **Headings:** The headings in this Agreement are inserted for convenience only and shall be ignored in construing the provisions of this Agreement.
- 20.3 **Schedules and Plans:** Schedules and Plans appended to this Agreement form a part of this Agreement and shall always be taken into consideration for interpreting the complete understanding between the Parties. Any reference to a schedule or plan is a reference to a schedule or plan to this Agreement.
- 20.4 **Definitions:** In this Agreement, words have been defined by putting them within brackets and printing them in bold. Where a word or phrase is defined, other parts of speech or grammatical forms of that word or phrase shall have corresponding meaning.
- 20.5 **Documents:** A reference to a document includes an amendment or supplement or replacement or novation of that document.
- 20.6 **Successors:** A reference to a Party includes that Party's successors and permitted assigns.
- 20.7 **Statutes:** Any reference to a statute, statutory provision or subordinate legislation shall include its amendment, modification, consolidation, re-enactment or replacement as enforced from time to time, whether before or after the date of this Agreement.

### 1<sup>st</sup> Schedule Part-I (Said Premises)

(1) Land measuring 2.066 (two point zero six six) decimal, equivalent to 01 (one) *cottah* 04 (four) *chittack*, more or less, comprised in R.S. /L.R. Dag No. 1325, recorded in L.R. Khatian No. 7267 **(First Property)** (2) Land measuring 8.264 (eight point two six four) decimal, equivalent to 05 (five) *cottah*, more or less, comprised in R.S. /L.R. Dag No. 1329, recorded in L.R. Khatian No. 6248 **(Second Property)** (3) Land measuring 8.908 (eight point nine zero eight) decimal, equivalent to 5 (five) *cottah* 6 (six) *chittack* 10 (ten) square feet, more or less, comprised in R.S/L.R. Dag No.

1330, recorded L.R. Khatian Nos. 5706, 5705, 5707, 7300, 7301, 7302, 7220 and 7222 (**Third Property**) **(4)** Land measuring 51 (fifty one) decimal, equivalent to 30 (thirty) cottah 13 (thirteen) chittack 35 (thirty five) square feet, more or less, comprised in R.S./L.R. Dag No. 1331, recorded in L.R. Khatian Nos. 2087, 2088, 6833, 6834, 6835, 6837, 6838, 6839 and 7229 (**Fourth Property**) **(5)** Land measuring 7.093 (seven point zero nine three) decimal, equivalent to 04 (four) *cottah* 04 (four) *chittack* 30 (thirty) *square feet*, more or less, comprised in R.S. /L.R. *Dag* No. 1332, recorded in L.R. Khatian No. 6799 (**Fifth Property**) **totalling to** land measuring 77.34 (seventy seven point three four) decimal, equivalent to 46 (forty six) cottah 12 (twelve) chittak 30 (thirty) square feet, more or less (**Said Property**) all in Mouza Reckjoani, J.L No. 13, Police Station Rajarhat, Sub-Registration Office Rajarhat [formerly Bidhannagar (Salt Lake City)] within Rajarhat-Bishnupur 1 No. *Gram Panchayat* (**RBGP1**), District North 24 Parganas and butted and bounded as follows:

- |                     |   |   |
|---------------------|---|---|
| <b>On The North</b> | : | By Others' Land, in RS/LR Dag Nos. 1325, 1332 and common passage.   |
| <b>On The East</b>  | : | By Others' Land, in R.S. /L.R. <i>Dag</i> Nos. 1341, 1334.  |
| <b>On The South</b> | : | By Panchayet Road (Reckjoani Hospital Road).  |
| <b>On The West</b>  | : | By Others' Land, in R.S./L.R. <i>Dag</i> Nos. 1329, 1330, 8 ft. wide common passage and R.S./L.R. <i>Dag</i> Nos. 1325, 1318. |

## Part-II (Devolution of Title)

1. **Ownership of Tanuja Bhar:** By a Deed of Conveyance, dated 19<sup>th</sup> July, 2011, registered in the office of A.D.S.R. Bidhan Nagar (Salt Lake City) in Book No. I, Volume No. 15, Pages 9739 to 9753, Being No. 08215 for the year 2011, Tanuja Bhar has purchased land measuring 01 (one) *cottah* 04 (four) *chittack*, comprised in R.S/L.R. *Dag* No. 1325, recorded in L.R. *Khatian* Nos. 1996 & 1997, *Mouza* Reckjoani, J.L. No. 13, Police Station Rajarhat, within the limits of Rajarhat Bishnupur No.1 Gram Panchayat, Sub-Registration Rajarhat, District North 24 Parganas, from Sulekha Dey.



2. **Mutation:** Tanuja Bhar had mutated her name in respect of her purchased Property, in the records of Land Reforms Settlement vide L. R. *Khatian* No. 6593 and convert the classification by Conversion Case No. 383/BL/RAJ/14, date 30/10/14. (**Tanuja's Property**).
3. **Ownership of Kamalesh Roy:** By a Deed of Conveyance, dated 23<sup>rd</sup> April, 2015, registered in the office of Additional District Sub Registrar, Rajarhat in Book No-I, CD Volume No. 10, Pages 4919 to 4932 being No. 04907 for the year 2015, Tanuja Bhar sold convey and transfer her entire Tanuja's Property including all right, title and benefits to Kamalesh Roy (Owner No. 3.1 herein) (**Kamalesh's Property**).
4. **Mutation:** Kamalesh Roy had mutated his name in respect of Kamalesh's Property, in the records of Land Reforms Settlement vide L. R. *Khatian* No. 7267 (**First Property**).
5. **Ownership of Panchkori Sardar:** By a Deed of Conveyance dated 22<sup>nd</sup> December, 1931, registered in the Office of Sub-Registrar, Cossipore-Dum Dum, in Book No. I, Volume No. 15, at Pages 32 to 34, being Deed No.1379 for the year 1931, Panchkori Sardar purchased land measuring 26 (twenty six) decimal comprised in C.S. *Dag* No. 1259, correspondent to R.S. *Dag* No. 1329, under C.S. *Khatian* No. 211, correspondent to R.S. *Khatian* No. 143, *Mouza* Reckjoani, J.L. No. 13, Police Station Rajarhat, District North 24 Parganas (**Panchkori's Property**).
6. **Demise of Panchkori Sardar:** Panchkori Sardar, a Hindu, governed by the *Dayabhaga* School of Hindu Law, died intestate leaving behind him surviving his 3 (three) sons (collectively **Legal Heirs of Panchkori Sardar**) who jointly inherited the absolute right title and interest of Panchkori Sardar in Panchkori's Property.
7. **Ownership of Legal Heirs of Panchkori Sardar:** The Legal Heirs of Panchkori Sardar, have inherited 1/3<sup>rd</sup> (one-third) share in Panchkori's Property each.
8. **Sale to Bankim Behari Sardar:** By a Deed of Conveyance dated 13<sup>th</sup> May, 1975, registered in the Office of Sub-Registrar, Cossipore Dum Dum, in Book No. I, Volume No. 88, at Pages 13 to 15, being Deed No. 4645 for the year 1975, Nemai Charan Sardar sold land measuring 1 (one) *cottah*, out of his 1/3<sup>rd</sup> (one third) share in Panchkori's Property, to Bankim Behari Sardar.
9. **Absolute Ownership of Bankim Behari Sardar:** In the above mentioned circumstances, Bankim Behari Sardar, has become the owner of (1) 1/3<sup>rd</sup> (one-third) share in Panchkori's Property by virtue of inheritance and (2) land measuring 1 (one) *cottah*, more or less, by virtue of purchase from Nemai Charan Sardar, (collectively **Bankim's Property**).

10. **Mutation by Bankim Behari Sardar:** Bankim Behari Sardar mutated his name, in respect of Bankim's Property, in the records of Land Revenue Settlement vide L.R. *Khatian* No. 2024.
11. **Sale to Rathindra Nath Mitra:** By a Deed of Conveyance dated 18<sup>th</sup> October, 1993, registered in the office of Additional District Sub-Registrar, Bidhannagar, Salt Lake City, recorded in Book No. 1, Volume No. 175, at Pages 131 to 136, being Deed No. 8195, for the year 1993, Bankim Behari Sardar, sold land measuring 1 (one) *cottah*, more or less, out of Bankim's Property, to Rathindra Nath Mitra (**Rathindra's Property**).
12. **Mutation by Rathindra Nath Mitra:** Rathindra Nath Mitra mutated his name, in respect of Rathindra's Property, in the records of Land Revenue Settlement vide L.R. *Khatian* No. 2023.
13. **Sale to Barun Ghosh and Apu Ghosh:** By a Deed of Conveyance dated 17<sup>th</sup> August, 2011, registered in the Office of Additional District Sub-Registrar, Bidhannagar, Salt Lake City, recorded in Book No. I, CD Volume No. 17, at Pages 3960 to 3970, being Deed No. 09524 for the year 2011, Rathindra Nath Mitra, sold Rathindra's Property, being land measuring 1 (one) *cottah*, more or less, together with R.T. Shed measuring 100 (one hundred) square feet, to Barun Ghosh and Apu Ghosh. [**Barun & Apu's Property**].
14. **Ownership of Barun Ghosh and Apu Ghosh:** In the above mentioned circumstances, Barun Ghosh and Apu Ghosh have become the absolute owners of the Barun & Apu's Property.
15. **Demise of Bankim Behari Sardar:** Bankim Behari Sardar, a Hindu, governed by the *Dayabhaga* School of Hindu Law, died intestate, leaving behind him surviving his wife, Sibani Sardar, 3 (three) sons, namely, Sankar Sardar, Badal Kumar Sardar, Sambhu Sardar and 3 (three) daughters, namely, Maya Sardar, Jyotsna Sardar and Suniti Sardar [collectively **Legal Heirs of Bankim Behari Sardar**] as his only surviving legal heirs and heiresses, who jointly and equally inherited the right, title and interest of Bankim Behari Sardar in Bankim's Property.
16. **Sale to Shyamal Ghosh and Dilip Ghosh:** By a Deed of Conveyance dated 24<sup>th</sup> July, 2007, registered in the Office of Additional District Sub-Registrar, Bidhannagar, Salt Lake City, recorded in Book No. I, CD Volume No. 5, at Pages 7804 to 7820, being Deed No. 02825 for the year 2011, the Legal Heirs of Bankim Behari Sardar, sold land measuring 4 (four) *cottah*, more or less, together with R.T. Shed measuring 100 (one hundred) square feet, to Shyamal Ghosh and Dilip Ghosh [**Shyamal & Dilip's Property**].

17. **Ownership of Shyamal Ghosh and Dilip Ghosh:** In the above mentioned circumstances, the Shyamal Ghosh and Dilip Ghosh, have become the absolute owners of the Shyamal & Dilip's Property.
18. **Sale to Skyscraper Griha Nirman Private Limited:** By a Deed of Conveyance dated 21<sup>st</sup> September, 2012, registered in the Office of Additional District Sub-Registrar, Bidhannagar, Salt Lake City, recorded in Book No. I, CD Volume No. 17, at Pages 5316 to 5330, being Deed No. 12138 for the year 2012, Barun Ghosh and Apu Ghosh sold Barun & Apu's Property and Shyamal Ghosh and Dilip Ghosh sold Shyamal & Dilip's Property, collectively Said Property to the Skyscraper Griha Nirman Private Limited (Owner No. 3.2 herein).
19. **Mutation:** Skyscraper Griha Nirman Private Limited has mutated its name, as owner of Said Property, in the records of Land Reforms Settlement vide Khatian No. 6248 (**Second Property**).
20. **Ownership of Sefali Sen:** By a registered Deed of Conveyance, dated 12<sup>th</sup> August 1993, registered in the office of A.D.S.R. Bidhan Nagar (Salt Lake City) in Book No-I, Volume No. 139, Pages 53 to 60, Being No. 6489 for the year 1993, Sefali Sen has purchased land measuring 02 (two) *cottah* 08 (eight) *chittack* comprised in *sabek* 1257/1694 corresponding to R.S/L.R. Dag No. 1330, recorded in *jamider Khatian* No. 1327, corresponding to *Khatian* No. 1894 corresponding to R.S. *Khatian* No. 3251, Mouza Reckjoani, J.L. No. 13, Police Station Rajarhat, within the limits of Rajarhat Bishnupur No.1 *Gram Panchayat*, District North 24 Parganas from Banabiharini Sen (**First Part of the Third Property** ).
21. **Mutation:** Sefali Sen had mutated her name in respect of her purchased Property, in the records of Land Reforms Settlement vide L. R. *Khatian* No. 2025 (**Sefali's Property**).
22. **Demise of Sefali Sen:** Sefali Sen, a Hindu, governed by the *Dayabhaga* School of Hindu Law *died intestate*, leaving behind her surviving her 2 (two) sons, namely, Shyamal Sen (*Since deceased*), Bimal Sen and 2 (two) daughters, namely, Suchitra Dey and Putul Das [**Legal Heirs of Sefali Sen**] as her only surviving legal heir and heiresses, who jointly inherited the absolute right, title and interest of Sefali's Property.
23. **Demise of Shyamal Sen alias Shyamal Kumar Sen:** Shyamal Sen *alias* Shyamal Kumar Sen, a Hindu, governed by the *Dayabhaga* School of Hindu Law died intestate on 14/07/2007, leaving behind his surviving wife namely, Annapurna Sen, 1 (one) son namely, Biswajit Sen and 1(one) daughter namely, Aparna Kundu (collectively **Legal Heirs of Shyamal**

**Sen alias Shyamal Kumar Sen)** as his only surviving legal heir and heiresses, who jointly inherited the absolute right, title and interest of Shyamal Sen *alias* Shyamal Kumar Sen in the Sefali's Property.

24. **Absolute right of Sefali's Property:** In the aforesaid circumstances, Bimal Sen, Suchitra Dey, Putul Das, Annapurna Sen, Biswajit Sen and Aparna Kundu, have become the joint, absolute and undisputed owners of Sefali's Property, each of them having their respective shares therein. The details of each share of present owners are given hereby.

Names of Owners	Legal Heirs of Owner	Quantum of Land (in Chittack )
Bimal Sen (Owner No. 3.6 herein)	Safali Sen	10 Chittack
Putul Das (Owner No. 3.7 herein)		10 Chittack
Suchitra Dey		10 Chittack
Annapurna Sen	Shyamal Kumar Sen <i>alias</i> Shyamal Sen	10 Chittack
Biswajit Sen		
Aparna Kundu		

25. **Mutation:** Bimal Sen, Suchitra Dey, Putul Sen, Annapurna Sen, Biswajit Sen and Aparna Kundu have mutated their names in respect of Sefali's Property, in the records of Land Reforms Settlement vide L. R. *Khatian* Nos. 7220, 7221, 7222, 7223, 7224, 7225.
26. **Sale to Chandrani Dutta and others:** By a Deed of Conveyance, dated 14<sup>th</sup> August, 2014, registered in the office of Additional District Sub Registrar, Rajarhat in Book No-I, CD Volume No- 15, Pages 306 to 324 being No. 09288 for the year 2014, Suchitra Dey, Annapurna Sen, Biswajit Sen and Aparna Kundu sold their undivided share of land measuring 1 (one) cottah 4 (four) chittack, comprised in R.S./L.R. Dag No. 1330, recorded in L. R. *Khatian* No. 2025, corresponding to L. R. *Khatian* Nos. 7221, 7223, 7224, 7225, Mouza Reckjoani, J.L. No. 13, Police Station Rajarhat, within the limits of Rajarhat Bishnupur No.1 Gram Panchayat, District North 24 Parganas in favour of Chandrani Dutta (Owner No. 3.3 herein), Mala Dutta (Owner No. 3.4 herein) and Mithun Ghosh (Owner No. 3.5 herein) being the portion of First Part of the Third Property (**Chandrani and Others' Property**).

27. **Mutation:** Chandrani Dutta, Mala Dutta and Mithun Ghosh had mutated their names in respect of Chandrani and others' Property, in the records of Land Reforms Settlement vide L. R. *Khatian* Nos. 7302, 7300 and 7301 respectively.
28. **Ownership of Manas Kanti Chakraborty:** by a registered Deed of Conveyance, execution on 23<sup>rd</sup> July 1999 and registered on 24<sup>th</sup> January 2000, registered in the office of A.D.S.R. Bidhan Nagar (Salt Lake City) in Book No-I, Volume No. 9, Pages 37 to 44, Being No. 312 for the year 2000 Manas Kanti Chakraborty (Owner No. 3.8 herein) purchased land measuring 02 (two) *cottah* 14 (fourteen) *chittack* 12 (twelve) *square feet* comprised in C.S. *Dag* No. 1257/1694, R.S/L.R. *Dag* No. 1330, recorded in *Khatian* No. 3251 Mouza Reckjoani, J. L. No. 13, Police Station Rajarhat, within the limits of Rajarhat Bishnupur No.1 *Gram Panchayat*, Additional District Sub-Registry Office Bidhan Nagar (Salt Lake City), District North 24 Parganas from Ranjit Kumar Bhattacharya (**Manas Kanti's Property**).
29. **Sale by Manas Kanti Chakraborty:** by a registered Deed of Conveyance, dated 21<sup>th</sup> April 2003, registered in the office of A.D.S.R. Bidhan Nagar (Salt Lake City) in Book No-I, Volume No. 231, Pages 22 to 31, Being No. 4075 for the year 2003 Manas Kanti Chakraborty has been sold land measuring 01 (one) *cottah* 04 (four) *chittack* comprised in C.S. *Dag* No. 1257/1694, R.S/L.R. *Dag* No. 1330, recorded in *Khatian* No. 3251 corresponding to *Hal Khatian* No. 2026, Mouza Reckjoani, J. L. No. 13, Police Station Rajarhat, within the limits of Rajarhat Bishnupur No.1 *Gram Panchayat*, Additional District Sub-Registry Office Bidhan Nagar (Salt Lake City), District North 24 Parganas Bijoy Kumar Saha (Owner No. 3.9 herein) and Asha Saha (Owner No. 3.10 herein) out of Manas Kanti's Property.
30. **Mutation:** Bijoy Kumar Saha and Asha Saha mutated their name in respect of their purchased Property in the records of Land Reforms Settlement vide L. R. *Khatian* Nos. 5705, 5706 (**Second Part of the Third Property**).
31. **Mutation:** Manas Kanti Chakraborty mutated his name in respect of Balance portion of Manas Kanti's Property in the records of Land Reforms Settlement vide L. R. *Khatian* No. 5707 (**Third Part of the Third Property**).
32. **Absolute ownership of Third Property:** In the aforesaid circumstances, Bimal Sen, Putul Das, Chandrani Dutta, Mala Dutta and Mithun Ghosh have become the joint, absolute and undisputed owners of First Part of the Third Property and Bijoy Kumar Saha and Asha Saha have become the joint, absolute and undisputed owners of First Part of the

Third Property and Manas Kanti Chakraborty become the sole, absolute and undisputed owner of Third Part of the Third Property, each of them having their respective shares therein. The First Part of the Third Property, the Second Part of the Third Property and the Third Part of the Third Property collectively **Third Property**.

33. **Ownership of Mahendra Kumar Sarkar:** By a Deed of Conveyance dated 3<sup>rd</sup> March, 1964, registered in the Office of Sub-Registrar, Cossipur, Dum Dum, in Book No. I, Volume No. 13, at Pages 284 to 285, being Deed No. 1229 for the year 1964, Madhusudhan Dutta sold to Mahendra Kumar Sarkar land measuring 51 (fifty one) decimal comprised in C.S. *Dag* No. 1260, R.S./L.R. *Dag* No. 1331, recorded in *Jamidar Khatian* No.709/708 corresponding to *Sabek Khatian* No. 710 in *Mouza* Reckjoani, J.L No. 13, Police Station Rajarhat, Sub-Registration Office Cassipur Dum Dum, Police Station Rajarhat, District North 24 Parganas (**Fourth Property**).
34. **Demise of Mahendra Kumar Sarkar:** Mahendra Kumar Sarkar, a Hindu, governed by the *Dayabhaga* School of Hindu Law, died *intestate* on 14<sup>th</sup> March, 1971, leaving behind his surviving his 3 (three) sons, namely Shib Sankar Sarkar, Narayan Chandra Sarkar and Nanda Dulal Sarkar, who jointly inherited the absolute right title and interest of Mahendra Kumar Sarkar in the Fourth Property.
35. **Ownership of Shib Sankar Sarkar:** In the above mentioned circumstances, Shib Sankar Sarkar, Narayan Sarkar and Nanda Dulal Sarkar, have become the absolute Owners of Mahendra's Land.
36. **Demise of Nanda Dulal Sarkar:** Nanda Dulal Sarkar, a Hindu, governed by the *Dayabhaga* School of Hindu Law, died *intestate* leaving behind him surviving his wife Gouri Sarkar and one son, namely Abhijit Sarkar, as his only legal heirs and heiresses (collectively **Legal Heirs of Nanda Dulal Sarkar Sarkar**), who jointly and equally inherited the right title and interest of Nanda Dulal Sarkar in the Fourth Property.
37. **Sale to Tapan Chowdhury:** By a Deed of Conveyance dated 23<sup>rd</sup> August, 2006, registered in the Office of A.D.S.R. Bidhannagar (Salt Lake City) in Book No. I, Volume No. 514, at Pages 288 to 299, being Deed No. 8566 for the year 2006, Narayan Sarkar sold to Tapan Chowdhury land measuring 02(two) *cottah* out of Narayan Sarkar's share in the Fourth Property comprised in C.S. *Dag* No. 1260, R.S./L.R. *Dag* No. 1331, recorded in *Jamidar Khatian* No.709/708 corresponding to *Sabek Khatian* No. 710 in *Mouza* Reckjoani, J.L No. 13, Police Station Rajarhat, Sub-Registration Office Cossipore Dum Dum, Police Station Rajarhat, District North 24 Parganas, with confirmation of Shib Sankar Sarkar, Gouri Sarkar and Abhijit Sarkar as other co-owners.
38. **Mutation:** Shib Sankar Sarkar, Narayan Chandra Sarkar and Gouri Sarkar and Abhijit Sarkar, being the legal heirs of Nanda Dulal Sarkar, mutated their names as the absolute joint Owners of balance portion of

Fourth Property, in the records of Land Revenue Settlement vide L.R. *Khatian* Nos. 2085, 2086, 2088 and 2087 respectively.

39. **Sale to Abhjit Sarkar and another:** By a Deed of Conveyance dated 29<sup>th</sup> September, 2011, registered in the Office of Sub-Registrar, Bidhannagar (Salt Lake City), in Book No. I, Volume No. 19, at Pages 12842 to 12856, being Deed No. 11557 for the year 2011, Narayan Chandra Sarkar sold to Abhijit Sarkar and Dipankar Sarkar, land measuring 10.89 (ten point eight nine) decimal comprised in R.S./L.R. *Dag* No. 1331, recorded in *Jamidar Khatian* No.709/708 corresponding to *Sabek Khatian* No. 710, L R *Khatian* No. 2086, in *Mouza* Reckjoani, J.L No. 13, Police Station Rajarhat, Sub-Registration Office Bidhannagar (Salt Lake City), Police Station Rajarhat, District North 24 Parganas.
40. **Demise of Shib Sankar Sarkar:** Shib Sankar Sarkar, a Hindu governed by the Dayabhaga School of Hindu Law, died *intestate* leaving behind him surviving his wife, namely Archana Sarkar, and 2(two) sons, namely, Dipankar Sarkar and Subhankar Sarkar as his only legal heirs and heiresses (collectively **Legal Heirs of Shib Sankar Sarkar**), who jointly and equally inherited the right, title and interest of Shib Sankar Sarkar in Fourth Property.
41. **Demise of Narayan Chandra Sarkar:** Narayan Chandra Sarkar, a Hindu governed by the Dayabhanga School of Hindu Law, died *intestate* leaving behind him surviving his wife, namely Biju Sarkar *alias* Bijali Sarkar and 2(two) daughters, namely, Kakali Sarkar Pal and Mitali Naskar, as his only legal heiresses (collectively **Legal Heirs of Narayan Chandra Sarkar**), who jointly and equally inherited the right, title and interest of Narayan Chandra Sarkar in Fourth Property.
42. **Mutation:** Gouri Sarkar, Abhijit Sarkar, Archana Sarkar, Dipankar Sarkar and Subhankar Sarkar, Biju Sarkar *alias* Bijali Sarkar, Kakali Sarkar Pal and Mitali Naskar, have mutated their names in respect of balance portion of the Fourth Property, in the records of Land Reforms Settlement vide L. R. *Khatian* Nos. 2088, 2087, 6837, 6838, 6839, 6833, 6834 and 6835 respectively
43. **Mutation:** Tapan Chowdhury has mutated his name, First part of the Fourth Property, in the records of Land Reforms Settlement vide *Khatian* No. 7229.
44. **Ownership of the Fourth Property:** In the above mentioned circumstances, the Abhijit Sarkar and others have become the joint, absolute and undisputed Owners of the Said Fourth Property.

Name Of Owners	R.S./L.R. Dag No.	L.R. Khatian No.	By Inheritance	By Purchase	Total Land Measurement (in decimals)
Abhijit Sarkar	1331	2087	8.50	5.445	13.945

(Owner No. 3.14 herein)					
Gouri Sarkar (Owner No. 3.15 herein)	1331	2088	8.50		8.500
Dipankar Sarkar (Owner No. 3.16 herein)	1331	6838	5.666	5.445	11.111
Subhankar Sarkar (Owner No. 3.17 herein)	1331	6839	5.666		5.666
Archana Sarkar (Owner No. 3.18 herein)	1331	6837	5.666		5.666
Biju Sarkar <i>alias</i> Bijali Sarkar (Owner No. 3.11 herein)	1331	6833	0.93		0.936
Kakali Sarkar Pal (Owner No. 3.12 herein)	1331	6834	0.94		0.940
Mitali Naskar (Owner No. 3.13 herein)	1331	6835	0.94		0.940
Tapan Chowdhury (Owner No. 3.19 herein)	1331	7299	3.30		3.300
Total					<b>51.000</b>

45. **Ownership of Madhab Biswas:** By a Deed of Conveyance, dated 19th January, 2012, registered in the office of District Sub Registrar, North 24 Parganas - II, Barasat in Book No-I, Being No. 0777 for the year 2012, Madhab Biswas has purchased land measuring 4 (four) cottah 4 (four) chittack 30 (thirty) square feet, comprised in R. S./L. R. Dag No. 1332 under R. S. Khatian No. 2362 corresponding L.R. Khatian Nos. 3489 and 3490, under Mouza Reckjoani, J. L. No. 13, Police Station Rajarhat, within the limits of Rajarhat Bishnupur No. 1 Gram Panchayat, District North 24 Parganas, from Parbati Basak, Narayan Chandra Basak and Debashish Basak (**Fifth Property**).
46. **Mutation:** Madhab Biswas has mutated his name, as owner of his purchased Property, in the records of Land Reforms Settlement vide Khatian No. 6303 (**Madhab's Property**).
47. **Ownership of Realtech Creation Company:** By a Deed of Conveyance, dated 14<sup>th</sup> August, 2014, registered in the office of Additional District Sub Registrar, Rajarhat in Book No-I, CD Volume No- 14, Pages 12909 to 12921 being No. 09257 for the year 2014, Madhab Biswas sold convey and transferred the entire Madhab's Property, being the land measuring 4 (four) cottah 4 (four) chittack 30 (thirty) square feet, comprised in R. S./L. R. Dag No. 1332 under R. S. Khatian No. 2362 corresponding L.R. Khatian No. 6303, under Mouza Reckjoani, J. L. No. 13, Police Station Rajarhat, within the limits of Rajarhat Bishnupur No. 1 Gram Panchayat,



District North 24 Parganas to Realtech Creation Company (Owner No. 3.20 herein).

48. **Mutation:** Realtech Creation Company has mutated its name, as owner of Said Property, in the records of Land Reforms Settlement vide Khatian No. 6799.
49. **Title of the Owners:** In the abovementioned circumstances, the Owners have acquired joint right, title and interest to the Said Property, free from all encumbrances.

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

### **Part-I**

#### **(Said Flat)**

Residential Flat No. \_\_\_\_\_, on the \_\_\_\_\_ floor, having carpet area about \_\_\_\_\_ (\_\_\_\_\_) square feet, described in **Part-I** of the **2<sup>nd</sup> Schedule** below (**Said Flat**), in the proposed complex named "**16 AANA**" (**Said Complex**) at Reckjoani Hospital Road, Police Station Rajarhat, District North 24 Parganas, Kolkata - 700135, within the limits of Rajarhat Bishnupur No.1 *Gram Panchayat* (**RBGP-I**), morefully described in **Part-I** of the **1<sup>st</sup> Schedule** above.

### **Part-II**

#### **(Parking Space)**

The Garage having 120 (one hundred twenty) square feet includes the service area for the respective car parking, in the ground floor of the Said Complex and the Open parking in the ground level of the Said complex.

### **Part-III**

#### **(Said Flat And Appurtenances)**

#### **[Subject Matter of Agreement]**

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

The Land Share, being undivided, impartible, proportionate and variable share in the land comprised in the Said Premises described in **Part-I** of the **1<sup>st</sup> Schedule** above, as is attributable to the Said Flat.

Parking Space, being the car parking space/s described in **Part-II** of the **2<sup>nd</sup> Schedule** above, if any.

The Share In Common Portions, being undivided, impartible, proportionate and variable share and/or interest in the Common Portions described in the **3<sup>rd</sup> Schedule** below, as is attributable to the Said Flat.

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

### **3<sup>rd</sup> Schedule** **Part I** **(Common Portions)**

- |  |  |
|--|--|
| <ul style="list-style-type: none"> <li>• Lobby at the ground level of the Said Premises</li> <li>• Lift machine room(s) and lift well(s) of the Said Premises</li> <li>• Water supply pipeline in the Said Premises (save those inside any Flat)</li> <li>• Wiring, fittings and accessories for lighting of lobbies, staircase(s) and other common portions of the Said Premises</li> <li>• Intercom Network in the Said Premises</li> <li>• External walls of the Said Premises</li> <li>• Lift (s)</li> </ul> | <ul style="list-style-type: none"> <li>• Lobbies on all floors and staircase(s) of the Said Premises</li> <li>• Water reservoirs/tanks of the Said Premises</li> <li>• Drainage and sewage pipeline in the Said Premises (save those inside any Flat)</li> <li>• Electricity meter (s) for common installations and space for their installation</li> <li>• Electricity Cable for common installations in the Said Premises, if any</li> <li>• Generator (s)</li> <li>• Demarcated portion of the roof above top floor of Said Premises</li> </ul> |
|--|--|

### **Part II** **(Complex Common Portions)**

- |   |   |
|---|---|
| <ul style="list-style-type: none"> <li>• Boundary walls and main gate</li> <li>• Internal roads and walkways</li> </ul> | <ul style="list-style-type: none"> <li>• Landscaped Green Area</li> </ul> |
|---|---|

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

**Common Portions:**

The Common Portions will be completed and finished as follows:

<b>Brick Work</b>	External Wall: 8 (eight) inch thick with cement mortar (1:6) using first class brick. Partition Wall: 5 inch thick brickwork with cement mortar in proportion (1:6) by using 1 <sup>st</sup> class bricks.
<b>Plaster</b>	Wall Plaster - outside surface 18mm thick (1:6 cement mortar), inside plaster 12mm thick (1:6 cement mortar) Ceiling Plaster-6mm thick (1:4 cement mortar) Proper chipping will be made before ceiling plastering.
<b>Stair Case</b>	Staircase will be finished with good quality marble or vitrified tiles and mild steel/ brick railing.
<b>Drainage</b>	The drainage connection will be done as per approved drawing of concerned authority with very good quality material as approved by the architects. Rain water pipes will be 6"/4" dia made of supreme or equivalent brand.
<b>Roof Treatment</b>	Good quality material will be laid on roof or plain cement concrete with necessary admixture.
<b>Side Passage</b>	Will have I.P.S. flooring laid under flat brick soling.
<b>Water Supply</b>	Water supply with high quality pumps and motors will be made available.
<b>Electrical</b>	Separate meters for the entire flat will be provided upon payment of security deposit to WBSEDCL. Electrical mains etc. will be provided with good quality copper wire.
<b>Painting And Finishing</b>	Outside face of external walls will be finished with high quality cement paint/weather coat. Windows, gates and grills will be painted with two coats of enamel paints over two coats of primer.

**Said Flat:**

The Said Flat will be completed and finished as follows:

<b>Brick Work</b>	External Walls: 8 inch thick brickwork with cement mortar in proportion (1:6) by using 1 <sup>st</sup> class bricks. Partition Walls: 4 inch thick with cement mortar in proportion (1:4) by using first class bricks, providing wire mesh as required for 3 inch wall.
<b>Plaster</b>	Wall Plaster- outside surface 18mm thick (1:6 cement mortar), inside surface 12mm thick (1:6 cement mortar) Ceiling Plaster - 6 mm thick (1:4 cement mortar) Proper chipping will be made before wall and ceiling plastering.
<b>Floor Of Rooms And Toilets</b>	Vitrified tiles flooring in living cum dining room and ceramic tiles in all rooms, kitchen, toilets, verandah etc. will be provided.
<b>Toilet Walls</b>	Upto 6'- 6" finished with white/light colored ceramic tiles.
<b>Doors</b>	Door frames will be made of <i>shal</i> wood. Hot pressed flush door will be provided. Hatch bolt/Aldrop/Cylindrical lock in the door for each room and night latch for the main door of the flat will be provided.
<b>Windows</b>	Fully Aluminium windows with glass fittings and standard handle.
<b>Sanitary Fittings In Toilets</b>	The following will be provided: a) Tap and shower arrangements. b) White/light coloured wash basin (only in common toilet) made of porcelain. c) White/light coloured European type water closet made of porcelain. d) Water pipe line.
<b>Kitchen</b>	Kitchen will be provided with top cooking platform with one sink and drain board and ceramic tiles upto a height of 2'-6" feet above the cooking platform.
<b>Electrical Points And Fittings</b>	Concealed P.V.C. conduits, with good quality copper wire will be provided. Number of points will be decided later. Calling bell point at the main door of the flat will be provided.
<b>Telephone And Intercom</b>	Telephone points will be provided in the living room. Connection of intercom will be provided to each individual flat of the building.
<b>Painting And Finishing</b>	Outside face of external walls will be finished with good quality cement paint.

	Internal face of the walls will be finished with good quality plaster-of-paris.
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**5<sup>th</sup> Schedule**  
**(Common Expenses/Maintenance Charges)**

1. **Common Utilities:** All charges and deposits for supply, operation and maintenance of common utilities.
2. **Electricity:** All charges for the electricity consumed for the operation of the common machinery and equipment of the Said Premises/Said Complex.
3. **Association:** Establishment and all other capital and operational expenses of the Association.
4. **Litigation:** All litigation expenses incurred for the common purposes and relating to common use and enjoyment of the Common Portions and the Specified Facilities.
5. **Maintenance:** All costs for maintaining, operating, replacing, repairing, white-washing, painting, decorating, re-decorating, re-building, re-constructing, lighting and renovating the Common Portions and the Specified Facilities [including the exterior or interior (but not inside any Flat) walls of the Said Premises/Said Complex].
6. **Operational:** All expenses for running and operating all machinery, equipments and installations comprised in the Common Portions and the Specified Facilities, including lift, diesel generator set, changeover switch, pump and other common installations including their license fees, taxes and other levies (if any) and expenses ancillary or incidental thereto and the lights of the Common Portions and the Specified Facilities.
7. **Rates and Taxes:** Panchayat Tax, surcharge, Water Tax and other levies in respect of the Said Premises/Said Complex save those separately assessed on the Buyers.
8. **Staff:** The salaries of and all other expenses on the staff to be employed for the common purposes, viz. manager, caretaker, clerk, security personnel, liftman, sweeper, plumber, electrician etc. including their perquisites, bonus and other emoluments and benefits.

**22. Execution and Delivery**

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

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As the constituted attorney  
of the Owners No. 3.1 to 3.20  
[Owners]

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Abhilashini Realcon Private Limited  
[Developer]

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[Buyers]

**Witnesses:**

Signature\_\_\_\_\_

Signature\_\_\_\_\_

Name \_\_\_\_\_

Name \_\_\_\_\_

Father's Name \_\_\_\_\_

Father's Name \_\_\_\_\_

Address\_\_\_\_\_

Address \_\_\_\_\_