

THIS MEMORANDUM OF AGREEMENT made this day of Two
Thousand and Eighteen Christian year **B E T W E E N** "**OSWAL TOWERS LLP**", a Limited Liability
Partnership constituted under Limited Liability Partnership Act, 2008 [Act 6 of 2009] and Rules made
there under and having certificate of incorporation No. AAC3033 dated 16.05.2014 issued by the Registrar of
Companies, Delhi and having PAN. AADFO9095N and having its Regd. Office at 159 Rabindra Sarani,
Room No. 2C, ONKAR MANSION, P.O. Burrabazar, Police Station Burrabazar, Kolkata – 700007
and represented by its authorized Designated Partner **SRI SAURAV BAFNA**, son of Late Sohanlal
Bafna, having **PAN AMVPB0829K** by faith – Hindu, by Profession – Business, by Nationality –

Indian and presently residing at P-57, C.I.T.Road, Scheme VI M, P.O. Kankurgachi, Police Station – Phool Bagan, Kolkata – 700054 (vide resolution adopted in the Minute of the said Oswal Towers LLP dated 05.01.2016), hereinafter referred to and/or called as the **“VENDOR”** (which term or terms, expression or expressions shall unless excluded by or repugnant to the subject or context be deemed to include its successor-in-office, successor-in-interest, legal representatives and assigns) of the **FIRST PART AND (1)** _____, having PAN- _____, wife of Mr. _____ by faith Hindu, by occupation _____, by Nationality Indian, **AND (2)**, _____ having PAN _____ son of Sri _____, by faith Hindu, by occupation _____, by Nationality Indian, and both (1) & (2) are residing at _____ hereinafter jointly called as **“THE PURCHASERS”** (which term or expression shall unless excluded by or repugnant to the subject or context always mean the Purchasers themselves and include their heirs, executors, administrators, legal representatives and assigns) of the **SECOND PART AND (1) M/S. SHIVRASHI EXPORTS PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956, having its PAN **AASCS1630F** and having its Registered Office at 159, Rabindra Sarani, ONKAR MANSION, Room no. 2C, Second Floor, P.O. Burrabazar, Police Station Burrabazar, Kolkata - 700007; **(2) M/S. RANDATA COMMERCIAL PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956 having PAN **AAGCR1049D** and having its Registered Office at 159, Rabindra Sarani, ONKAR MANSION, Room no. 2C, Second Floor, P.O. Burrabazar, Police Station Burrabazar, Kolkata - 700007; **(3) M/S. RASHIAMRIT VINTRADE PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956 having PAN **AAGCR1047P** and having its Registered Office at 159, Rabindra Sarani, ONKAR MANSION, Room no. 2C, Second Floor, P.O. Burrabazar, Police Station Burrabazar, Kolkata - 700007; **(4) PANCHPARV COMMODEAL PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956 having PAN **AAGCP8441B** and having its Registered Office at 159, Rabindra Sarani, ONKAR MANSION, Room no. 2C, Second Floor, P.O. Burrabazar, Police Station Burrabazar Kolkata - 700007; **(5) M/S. BLUELAND PROMOTERS PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956 having PAN **AAFCEB5097C** and having its Regd. Office

at 71, Biplabi Rash Behari Basu Road, 3rd floor, room no. C-306, P.O. & Police Station Burrabazar, Kolkata - 700001; (6) **M/S. NIRMALMAYA PROJECTS PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956 having **PAN AAECN3595Q** and having its Regd. Office at 71, Biplabi Rash Behari Basu Road, 3rd floor, room no. C-306, P.O. & Police Station Burrabazar, Kolkata - 700001; (7) **MADHUDHAN COMPLEX PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956 having **PAN AAICM6263G** and having its Regd. Office at 71, Biplabi Rash Behari Basu Road, 3rd floor, room no. C-306, P.O. & Police Station Burrabazar, Kolkata - 700001 **AND (8) M/S. DHANSHREE HIGHRISE PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956 having **PAN AAECD6718M**, all having their Regd. Office presently at 71, Biplabi Rash Behari Basu Road, 3rd floor, room no. C-306, P.O. & Police Station Burrabazar, Kolkata - 700001 and all represented by its common authorized Director **SRI SAURAV BAFNA**, having PAN **AMVPB0829K**, son of Late Sohanlal Bafna, by faith – Hindu, by Profession – Business, by Nationality – Indian and presently residing at P-57, C.I.T.Road, Scheme VI M, P.O. Kankurgachi, Police Station – Phool Bagan, Kolkata – 700054), hereinafter referred to and/or called as the **LAND OWNERS/CONFIRMING PARTIES** (which term or terms, expression or expressions shall unless excluded by or repugnant to the subject or context be deemed to include its successor-in-office, successor-in-interest, legal representatives and assigns) of the **THIRD PART**;

WHEREAS one Dwarka Prasad Jhunjunwala, son of Kunjlal Jhunjunwala, since deceased, by faith Hindu by occupation Merchant & resident of 1B Nando Mullick Lane, Kolkata was the sole and absolute owner and absolutely seized possessed of and/or otherwise well and sufficiently entitled to all that piece or parcel of Rayati stithiban land by estimation measuring 3(Three) Bighas 15(Fifteen) Cottahs equivalent to 1.24 Acres be the same a little more or less (as per R.O.R) but as per measurement of commissioner of Partition in suit no. 236 of 1925 3(Three Bighas 17(Seventeen) Cottahs and Eight Chittacks be the same a little more or less **TOGETHER WITH** structures and appurtenances thereunto belonging situate lying at and being holding no. formerly 471 and now 501, Agarpara Road within Panihati Municipality comprised in C.S. Dag no. 1192, 1193, 1191/1308 & 1191/1314 appertaining to C.S. Khatian no. 65 in Mouza Agarpara, J.L. No. 11, Revenue Survey no. 31, Touzi no. 155, Police Station Khardah, Sub-Registration Office, Barrack pore in the District of 24 Parganas presently within North 24 Parganas [after Delimitation of the District of 24 Parganas] more fully and

specifically described in schedule "A" hereunder written and hereinafter referred to as "the said property" by way of purchase from the erstwhile recorded owner namely Akshoy Kumar Pal son of Late Amulya Charan Pal by a deed of conveyance dated January 7th 1948 duly executed by the said Akshoy Kumar Pal, therein referred to as the Vendor of the One Part in favour of the said Dwarka Prasad Jhunjunwala, therein referred to as the Purchaser of the Other Part and registered on 07.01.1948 at the office of the Sub-Registrar at Barrackpore, and recorded in Book no. 1, Volume no. 4, Pages 270 to 277, Being no. 50 for the Year 1948 against valuable considerations mentioned therein the said deed of conveyance;

AND WHEREAS while the said Dwarka Prasad Jhunjunwala was absolutely seized possessed of and/or otherwise well and sufficiently entitled to the said property [i.e. All that piece or parcel of Rayati stithiban land by estimation measuring 3(Three) Bighas 15(Fifteen) Cottahs equivalent to 1.24 Acres be the same a little more or less (as per R.O.R) but as per measurement of commissioner of Partition in suit no. 236 of 1925, - 3(Three) Bighas 17(Seventeen) Cottahs and 8(Eight) Chittacks be the same a little more or less **TOGETHER WITH** structures and appurtenances thereunto belonging situate lying at and being holding no. formerly 471 and now 501, Agarpara Road within Panihati Municipality comprised in C.S. Dag no. 1192, 1193, 1191/1308 & 1191/1314 appertaining to C.S. Khatian no. 65 in Mouza Agarpara, J.L. No. 11, Revenue Survey no. 31, Touzi no. 155, Police Station Khardah, Sub-Registration Office, Barrack pore in the District of 24 Parganas presently within North 24 Parganas [after Delimitation of the District of 24 Parganas] more fully and specifically described in schedule "A" hereunder written with specific boundaries] for diverse bonafide causes the said Dwarka Prasad Jhunjunwala subsequently sold transferred assigned and parted with possession of the same i.e. All that piece and parcel of Rayati stithiban land by estimation measuring 3(Three) Bighas 15(Fifteen) Cottahs equivalent to 1.24 Acres be the same a little more or less (as per R.O.R) but as per measurement of commissioner of Partition in suit no. 236 of 1925, - 3(Three) Bighas 17(Seventeen) Cottahs and 8(Eight) Chittacks be the same a little more or less **TOGETHER WITH** structures go - downs and appurtenances thereunto belonging situate lying at and being holding no. formerly 471 and thereafter 501, Agarpara Road and Later known and numbered as Municipal holding/Premises no. 110F, B.T.Road and presently 126F, B.T.Road Kolkata within Panihati Municipality to **MANGILAL ESTATE PRIVATE LIMITED** [a Company incorporated under the Companies Act, 1956, having its Registered Office at P – 16, Kalakar Street, Kolkata and thereafter P-564, Lake Road, Kolkata], by a Registered deed of conveyance dated 6th January 1954 executed by the said Dwarka Prasad Jhunjunwala (therein mentioned as Vendor) in favour of the said **MANGILAL ESTATE PRIVATE LIMITED** (therein mentioned as Purchaser) and Registered in

the office of the Registrar of Assurances, Kolkata and recorded in Book No. I, Volume No.14, Page No.94 to 98 being no.44 in the year 1954 against valuable consideration mentioned therein the said deed.

AND WHEREAS while the said MANGILAL ESTATE PRIVATE LIMITED was absolutely seized possessed of and/or otherwise well and sufficiently entitled to the said situate lying at and being holding no. formerly 471 and thereafter 501, Agarpara Road and later 110F, B.T.Road and presently 126F, B.T.Road within Panihati Municipality comprised in C.S. Dag no. 1192, 1193, 1191/1308 & 1191/1314 appertaining to C.S. Khatian no. 65 in Mouza Agarpara, J.L. No. 11, Revenue Survey no. 31, Touzi no. 155, Police Station Khardah, Sub-Registration Office, Barrack pore in the District of North 24 Parganas after erecting boundary walls on all sides and on construction of Tin sheds structures etc thereon, it inducted therein one tenant namely M.G.R.IRON & STEEL WORKS PRIVATE LIMITED [a Company incorporated under the Companies Act, 1956, having its Registered Office at 4/1, Kundan Lane, Liluah, Howrah, on monthly rent;

AND WHEREAS Later after surrender of tenancy and delivery of vacant possession of the entire property described in schedule "A" hereunder written including all Tin Sheds constructions therein by the said tenant namely M.G.R.IRON & STEEL WORKS PRIVATE LIMITED to the Landlord/Owner, the said MANGILAL ESTATE PRIVATE LIMITED, for diverse bonafide causes, sold transferred assigned and parted with possession the said entire piece and parcel of Rayati stithiban land situate lying at and being holding no. formerly 471 and thereafter 501, Agarpara Road and Later known and numbered as Municipal holding/Premises no. 110F, B.T.Road and presently 126F, B.T.Road Kolkata within Panihati Municipality together with tin shed structures lying therein covered by boundary walls to S.R.TRADERS PRIVATE LIMITED [a Company incorporated under the Companies Act, 1956, having its Registered Office at 6, Alipore Park Road, Kolkata], by Eight numbers of Registered deeds of conveyance all dated 30th August 2001 all executed by the said MANGILAL ESTATE PRIVATE LIMITED represented through its authorized Director namely Mr. N.L.Rungta (therein mentioned as Vendor of the First Part) in confirmation of the said M.G.R.IRON & STEEL WORKS PRIVATE LIMITED, through its authorized Director namely Mr. S.K.Rungta (therein mentioned as Confirming Party of the Second Part) in favour of the said S.R.TRADERS PRIVATE LIMITED (therein mentioned as Purchaser) and all Registered in the office of the Addl. District Sub-Registrar at Barrackpore and recorded respectively in (1) Book No. I, Volume No.223, Page No. 179 to 194, being no. 8593 for the year 2001, (2) Book No. I, Volume No. 223, Page No. 195 to 208 being no. 8594 for the year 2001, (3) Book No. I, Volume No. 223, Page No. 209 to 222 being no. 8595 for the year 2001, (4) Book No. I, Volume No. 223, Page No. 223 to 236, being

no. 8596 for the year 2001, (5) Book No. I, Volume No. 223, Page No. 237 to 252, being no. 8597 for the year 2001, (6) Book No. I, Volume No. 223, Page No. 253 to 266, being no. 8598 for the year 2001, (7) Book No. I, Volume No. 223, Page No. 267 to 280 being no. 8599 for the year 2001, (8) Book No. I, Volume No. 223, Page No. 281 to 294 being no. 8600 for the year 2001, against valuable consideration mentioned therein the said deeds.

AND WHEREAS while the said property was absolutely free from all encumbrances, charges, liens, lispendens, litigations, acquisition, requisition, claims, demands whatsoever and while the said S.R.TRADERS PRIVATE LIMITED, [represented by its authorized Director **SRI AMIT GOENKA**, son of Sri Shiv Ratan Goenka, by faith – Hindu, by Occupation – Business, by Nationality – Indian and presently residing at 6, Alipore Park Road, Police Station Alipore, Kolkata-700027], sold transferred assigned and parted with possession the entirety of the said piece and parcel of freehold land measuring 3(Three) Bighas 15(Fifteen) Cottahs equivalent to 1.24 Acres be the same a little more or less (as per R.O.R) but as per measurement of commissioner of Partition in suit no. 236 of 1925, - 3(Three) Bighas 17(Seventeen) Cottahs and 8(Eight) Chittacks be the same a little more or less **TOGETHER WITH** structures and appurtenances thereunto belonging situate lying at and being holding no. formerly 471 and thereafter 501, Agarpara Road and Later known and numbered as Municipal holding/Premises no. 110F, B.T.Road and presently 126F, B.T.Road Kolkata within Panihati Municipality, together with brick built tin shed Structure, messuage, tenement, hereditament and premises whatsoever were lying thereon and more fully and particularly described in the schedule 'A' hereunder written with all rights, title and interest along with the right of ways, passages, drains, water course, sewers, underlying, electrical cables, water pipe line, right of right, liberties, privileges belonging to or in otherwise appurtenant to or usually held or enjoyed or reputed thereto with all rights to hold the plot of land and the structure or structures sheds etc. erected thereon, including tress, etc standing thereon for ever, and while the said property was absolutely free from all encumbrances, charges, liens, lispendens, litigations, acquisition, requisition, claims, demands whatsoever, by virtue of eight Deed of conveyance all dated 30th June 2013 and all executed by S.R.TRADERS PRIVATE LIMITED, the erstwhile recorded owner, through its authorized Director namely SRI AMIT GOENKA in the joint favour of DHANSHREE HIGHRISE PRIVATE LIMITED, RANDATA COMMERCIAL PRIVATE LIMITED, RASHIAMRIT VINTRADE PRIVATE LIMITED, PANCHPARV COMMODEAL PRIVATE LIMITED , SHIVRASHI EXPORTS PRIVATE LIMITED , BLUELAND PROMOTERS PRIVATE LIMITED, MADHUDHAN COMPLEX PRIVATE LIMITED and NIRMALMAYA PROJECTS PRIVATE LIMITED, i.e. the Land Owners/Confirming Parties of the Third Part herein and all Registered on 4th July 2013 in the office of the Additional Registrar of Assurances – II, Kolkata

and respectively recorded in (1) [Book No. I C.D. Volume No. 29, Pages 4508 to 4533, Being No. 09729 for the Year 2013], (2) [Book No. I C.D. Volume No. 29, Pages 4534 to 4558, Being No. 9730 for the Year 2013], (3) [Book No. I C.D. Volume No. 29, Pages 4559 to 4584, Being No. 9731 for the Year 2013], (4) [Book No. I C.D. Volume No. 29, Pages 4585 to 4609, Being No. 9732 for the Year 2013], (5) [Book No. I C.D. Volume No. 29 Pages 4610 to 4634, Being No. 9733 for the Year 2013], (6) [Book No. I C.D. Volume No. 29, Pages 4635 to 4659 Being No. 9734 for the Year 2013], (7) [Book No. I C.D. Volume No. 30, Pages 255 to 280, Being No. 9743 for the Year 2013], (8) [Book No. I C.D. Volume No. 30, Pages 292 to 316, Being No. 9744 for the Year 2013], against valuable considerations mentioned therein the said respective deeds of conveyance;

AND WHEREAS the said DHANSHREE HIGHRISE PRIVATE LIMITED, RANDATA COMMERCIAL PRIVATE LIMITED, RASHIAMRIT VINTRADE PRIVATE LIMITED, PANCHPARV COMMODEAL PRIVATE LIMITED , SHIVRASHI EXPORTS PRIVATE LIMITED , BLUELAND PROMOTERS PRIVATE LIMITED, MADHUDHAN COMPLEX PRIVATE LIMITED and NIRMALMAYA PROJECTS PRIVATE LIMITED, hereinafter for the sake of brevity referred to as “the said Land Owners” have mutated their joint names in the office of the B.L.L.R.O as well as in Panihati Municipality, within whose jurisdiction the said property situates and the said Companies for their mutual and maximum advantage and best convenience already entered into an agreement on 6th July 2013, amalgamating their purchased properties specified in Part I to Part VIII of schedule “A” hereunder written, and more particularly their 1/8th undivided share each therein, in amalgamation to each other for all practical purposes and for ever in order to utilize the same in common and without asking for partition or division of the same and in consequence the entire land measuring 3(Three) Bighas 15(Fifteen) Cottahs equivalent to 1.24 Acres be the same a little more or less (as per R.O.R) but as per measurement of commissioner of Partition in suit no. 236 of 1925, - 3(Three) Bighas 17(Seventeen) Cottahs and 8(Eight) Chittacks be the same a little more or less **TOGETHER WITH** structures and appurtenances thereunto belonging situate lying at and being holding no. formerly 471 and thereafter 501, Agarpara Road and Later known and numbered as Municipal holding/Premises no. 110F, B. T. Road together with brick built tin shed Structure, messuage, tenement, hereditament and premises whatsoever were lying thereon and more fully and particularly described in the schedule ‘A’ hereunder written purchased by the said Land Owners have been amalgamated and new amalgamated holding being Holding no. 126F, B. T. Road Kolkata, has come into being and duly recorded in the said Panihati Municipality.

AND WHEREAS the said Land Owners namely DHANSHREE HIGHRISE PRIVATE LIMITED, RANDATA COMMERCIAL PRIVATE LIMITED, RASHIAMRIT VINTRADE PRIVATE LIMITED, PANCHPARV COMMDEAL PRIVATE LIMITED, SHIVRASHI EXPORTS PRIVATE LIMITED, BLUELAND PROMOTERS PRIVATE LIMITED, MADHUDHAN COMPLEX PRIVATE LIMITED and NIRMALMAYA PROJECTS PRIVATE LIMITED, being joint owners of their said amalgamated holding and for their better interest and convenience, subsequently on the basis of their unanimous resolution adopted on 03.06.2013, 04.06.2013 and 05.06.2013, formed a Limited Liability Partnership by and amongst themselves under the nomenclature “OSWAL TOWERS LLP”, hereinafter for the sake of brevity referred to as “the said LLP”, under the Limited Liability Partnership Act, 2008 and rules there under by treating their respective purchased share in the said property [i.e land admeasuring 3(Three) Bighas 17(Seventeen) Cottahs & 8(Eight) Chittacks be the same a little more or less comprised in CS/RS Dag nos. 1192,1193,1191/1308 & 1191/1314 appertaining to CS Khatian no.65, RS Khatian No. 702 [Later modified as Khatian no. 404 and presently further modified as new Khatian no. 1197] all in Mouza Agarpara, J.L. No. 11, Revenue Survey no. 31, Touzi no. 155, Police Station Khardah, Sub-Registration Office, Barrack pore in the District of 24 Parganas presently within North 24 Parganas [after Delimitation of the District of 24 Parganas] **TOGETHER WITH** the then Existing dwelling structures and appurtenances thereunto belonging situate lying at and being holding formerly no. 471 and thereafter 501, Agarpara Road and Later known and numbered as Municipal holding/Premises no. 110F, B.T.Road and subsequently 126F, B.T.Road, Kolkata within Panihati Municipality together with boundary wall, passages and all other easements, right, title, interest and amenities, facilities for beneficial enjoyment of the said property and hereinafter referred to as “the said Property” as part of their share capital within the said LLP as per terms and conditions of the said LLP in or about **30.10.2016** and the same has been duly Registered before Additional Registrar of Assurances – IV, Kolkata and recorded in Book No. I, CD Volume no. 1506 of 2017, Pages from 624 to 658, Being No. 150600043 for the Year 2017 and accordingly on compliance of all formalities and fulfillment of statutory obligations obtained its certificate of incorporation being No. **AAC-3033** from the appropriate authority i.e. Registrar of Companies, West Bengal according to law and therefore the said Purchased share of the said respective companies namely DHANSHREE HIGHRISE PRIVATE LIMITED, RANDATA COMMERCIAL PRIVATE LIMITED, RASHIAMRIT VINTRADE PRIVATE LIMITED, PANCHPARV COMMDEAL PRIVATE LIMITED , SHIVRASHI EXPORTS PRIVATE LIMITED , BLUELAND PROMOTERS PRIVATE LIMITED, MADHUDHAN COMPLEX PRIVATE LIMITED and

NIRMALMAYA PROJECTS PRIVATE LIMITED, the Confirming Parties/Land Owners herein of the Third Part, in respect of land & existing structures therein specified in schedule "A" hereunder written, has been fully vested in the said LLP by virtue of their treating the respective purchased share in the said property specified in schedule "A" hereunder written as part of their share capital within the said LLP as per terms and conditions of the said LLP and accordingly with effect from the said date of incorporation, the said Land Owners through the said LLP namely **OSWAL TOWERS LLP**, the Vendor herein, have become the sole and absolute Owner of the said Property specified in schedule "A" hereunder written and is competent to develop the same by developing desired housing complex thereupon, which property of the Vendor is absolutely free from all encumbrances, charges, liens, claims, attachments, acquisition, requisition and the Vendor herein of the One Part have every right to sell, transfer, Develop and enjoy the said property described in schedule "A" hereunder written and the Vendor herein accordingly has been carrying on business of construction with right to sale areas to be constructed (including other sellable areas and proportionate undivided impartible share of land specified in Schedule "A" hereunder written) after developing desired housing complex upon the said amalgamated joint holding being Holding no. 126F, B. T. Road, Kolkata measuring 3(Three) Bighas 17(Seventeen) Cottahs & 8(Eight) Chittacks be the same a little more or less.

AND WHEREAS as per terms of the said Limited Liability Partnership, the designated Partners named in the said LLP, who are also the respective authorized Directors of the said Land Owners namely namely **DHANSHREE HIGHRISE PRIVATE LIMITED, RANDATA COMMERCIAL PRIVATE LIMITED, RASHIAMRIT VINTRADE PRIVATE LIMITED, PANCHPARV COMMODEAL PRIVATE LIMITED , SHIVRASHI EXPORTS PRIVATE LIMITED , BLUELAND PROMOTERS PRIVATE LIMITED, MADHUDHAN COMPLEX PRIVATE LIMITED and NIRMALMAYA PROJECTS PRIVATE LIMITED**, the Confirming Parties/Land Owners herein of the Third Part, authorized Sri Sourav Bafna, one of the designated Partner, to sign, execute, and/or to enter into any agreement to sale with the prospective buyer, and to sign execute and Register requisite deeds of conveyance to the prospective buyer/s and to admit execution of such sale or conveyance or agreement to sale before any Registrar, Sub-Registrar, District Registrar, additional Sub Registrar, Additional District Sub Registrar, Registrar of Assurances, Kolkata or any additional Registrar of Assurances, Kolkata, or before any competent Registration authorities having Jurisdiction, to fix the consideration of sale and its terms and conditions, to accept Booking money, earnest money, part Consideration

full consideration and to acknowledge and grant receipt for and on behalf of the said LLP and to represent the said **OSWAL TOWERS LLP** as its authorized Designated Partner and/or to enter into any further agreement with men, sales agent, marketing agent, broker, and other agents, professional, employee, architect, Engineer, mason, labour etc. for the purpose of fulfillment of the ultimate object of the said LLP including for the purpose of construction, sanction of Plan and for providing all service connections such as electricity, water connections, drainage, sewerage system, fittings, fixtures to the proposed Housing complex and for taking all other steps which may arise time to time accordingly as the said authorized designated Partner feel justified.

AND WHEREAS in pursuance of the terms and conditions of the said LLP and resolution of the designated Partners adopted in the general meeting of the said LLP amongst the designated Partners, **OSWAL TOWERS LLP**, the Vendor herein of the One Part through its said authorized designated Partner, has been progressing work of construction of proposed buildings namely **“GRANDEUR TOWER” & “MYRIAD TOWER”** in their Development project to be known and/or familiar as **“ORCHARD 126”** on the basis of Building Plans already sanctioned by the appropriate authority subject to further modification from appropriate authority and the Vendor herein is thus entitled to dispose of proposed flats with servant's quarter/Car parking spaces etc. under construction in the proposed Buildings including one self-contained Flat being **Flat no ____** on the **_____ Floor** having super built up area of **_____ sq. ft** together with **_____ car parking in the _____ Area, commonly numbered as _____** in the at one of such proposed buildings to be known and familiar with the name as **_____ TOWER** and specified in respective Part I and Part II of schedule 'B' hereunder written and hereinafter referred for brevity as “the said Flat and Said Car Parking” by way of absolute Transfer and/or sale and/or Assignment to the intending buyer at the sole discretion and choice of the Vendor of the One Part herein and also to enter into agreement with the prospective buyer and to accept consideration money, earnest money or its part for disposal of the same together with proportionate impartible unpartitioned share of land specified in Schedule “A” hereunder written and to sign and register relevant transfer deed, documents, agreement for perfectly conveying and/or transferring and or assigning the same to its choiceable prospective buyer;

AND WHEREAS the Vendor herein of the One Part have already obtained necessary development plan duly sanctioned from Panihati Municipality and has already undertaken and or initiated development and or construction over the said premises described in Schedule 'A' hereunder written and the Vendor herein, being intended to develop and dispose of different Flats/Super Built Up area/room/covered & car parking space of different sizes and design in the proposed Buildings [to be erected on the land specified in schedule "A" hereunder written] including the said Flat and Said Car Parking at one of such proposed building to be known and familiar with the name as **MYRIAD**, invited interested buyers in absolute ownership basis;

AND WHEREAS the Purchasers of the Second Part herein **have** appraised **themselves** as to the right title and interest of the Vendor herein and also about power and authority of the Vendor's authorized designated Partner, regarding entering into agreement with prospective buyers including his power of disposal of the 'B' Schedule property hereunder written by executing and Registering appropriate deed of conveyance before appropriate Registering authority having jurisdiction and competence and accordingly on inspection of all necessary title Deeds, Documents, Sanctioned Plan, the Purchasers of the Second Part **have** fully satisfied with the right title interest of the Vendor in respect of both 'A' & 'B' Schedule of property appearing hereunder written and in respect of the measurement, specification of construction, sanctioned plan, proposed structural configuration, architectural safeguard, its terms & conditions and accordingly being interested to purchase one of such self-contained flat under construction with facilities of Said Car Parking i.e. the said Flat and Said Car Parking at the **Ground _____ Area at _____ TOWER**, and more fully and clearly specified in respective Part I and Part II of Schedule "B" hereunder written hereunder written together with undivided impartible proportionate share of land mentioned in Schedule 'A' hereunder written with other common areas facilities benefits terms & conditions as specified hereunder written and accordingly offered to purchase the same absolutely on ownership basis at the highest market value of **Rs. _____/- (Rupees _____ Only)** hereinafter referred to as the **TOTAL CONSIDERATION AMOUNT** as mention hereinafter plus **GST as Applicable**.

NOW IT IS EXPEDIENT TO HAVE A DEED OF AGREEMENT BETWEEN THE PARTIES CODIFYING AGREED TERMS & CONDITIONS BLACK AND WHITELY TO AVOID FUTURE DISPUTES AMONGST THEMSELVES AS HEREUNDER WRITTEN:-

1. The Vendor through its said authorized designated Partner, agreed to sell and the Purchasers herein of the Second Part agreed to purchase absolutely on ownership basis all that the said Flat and Said Car Parking in the _____ **TOWER**, and more fully and clearly specified in respective Part I and Part II of Schedule "B" hereunder written on completion of their respective construction, complete with all fittings & fixtures specified and/or detailed in schedule 'C' together with right of user of common areas & common facilities as provided in schedule 'D' subject to payment of common charges and/or expenses as specified the schedule 'E' hereunder written Together with undivided impartible, proportionate share of land (upon which the said self contained flat etc. under sale to be completed in the proposed _____ **TOWER** under Development) fully specified the schedule 'A' hereunder written at Mouza – Agarpara, comprised in CS/RS Dag nos. 1192,1193,1191/1308 & 1191/1314 appertaining to CS Khatian no.65, RS Khatian No. 702 [Later modified as Khatian no. 404 and presently further modified as new Khatian no. 1197], J.L. No. 11, Revenue Survey no. 31, Touzi no. 155, Police Station Khardah, Sub-Registration Office, Barrack pore in the District of 24 Parganas presently within North 24 Parganas [after Delimitation of the District of 24 Parganas] situate lying at and being holding formerly no. 471 and thereafter 501, Agarpara Road and Later known and numbered as Municipal holding/Premises no. 110F, B.T.Road and subsequently 126F, B.T.Road, Kolkata within Panihati Municipality hereinafter already referred to as "the said Flat and Said Car Parking" free from all encumbrances, charges liens, lispendens, acquisitions, requisitions etc, and quantum of payment to be made as specified above time to time, and as specified herein below and all amount to be payable by Demand Draft/Pay Order/Cheque in the name of " **OSWAL TOWERS LLP**" as detailed in the payment schedule specified hereunder written:-

The Purchasers hereby agrees to pay the total consideration amount of **Rs. _____/- (Rupees _____ Only)** plus **GST as Applicable** and the same shall be paid to the Vendor in the manner hereinafter appearing:

PARTICULARS	RATES PER SQ.FT.	TOTAL
BASIC PRICE	@_____/-	Rs. _____/-
ESCALLATION	@_____/-	Rs. _____/-
EDC	@_____/-	Rs. _____/-
	TOTAL	Rs. _____/-

CAR PARKING DETAILS

PARTICULARS	RATES PER CP.	TOTAL
Open Car Parking Space	N/A	N/A
Covered Car Parking Space	@_____/-	Rs. _____/-
Stack Car Parking Space	N/A	N/A
	TOTAL	Rs. _____/-

PLUS GST AS APPLICABLE ON THE ABOVE PAYMENT SCHEDULE

Sl. No	Payment Event	Flat	Parking	EDC
1	Booking Amount		Rs. 2 Lacs	
2	Execution of Sale Agreement (within 30 days of Booking)	20%	20%	20%
3	On completion of Piling	10%	10%	
4	On completion of Ground Floor Slab Casting	5%	5%	
5	On completion of 2nd floor Roof Casting	5%	5%	
6	On completion of 6th floor Roof Casting	5%	5%	
7	On completion of 10th floor Roof Casting	5%	5%	
8	On completion of 14th floor Roof Casting	5%	5%	
9	On completion of 18th floor Roof Casting	5%	5%	
10	On completion of 21st floor Roof Casting	5%	5%	
11	On completion of Flooring of the unit booked	15%	15%	40%
12	On completion of the Unit booked	10%	10%	40%
13	On Possession of the unit booked	10%	10%	

2. In addition to payments of considerations, Mandatory additional charges referred to in clause (1) herein above and also Municipal Tax, Revenue, Maintenance charges etc. as detailed hereinabove in the agreement, the Purchasers shall be liable to pay service Tax, GST, VAT (if any) Applicable or water charges or any other charges, if levied, in the event of high rise building or due to change of policy of the Govt. and all rates, taxes, impositions, maintenance including additional expenses as contained in this agreement are subject to revision at the sole discretion of the Vendor herein and that too without prior notice to the Purchasers depending hike in the market or for other bonafide reasons, which parties of both parts agreed and accepted.

At or before taking possession the Purchasers shall deposit the following amounts which are adjustable:

- i) Rs. _____/- towards Advance Maintenance for 12 months (@Rs.36/- p. sft)
- ii) Rs. _____/- towards Security Deposit (@Rs.20/- p.sft)
- iii) Rs. _____/- towards Municipality Deposit (@Rs.15/- p. sft)
- iv) Individual Electric Deposit (As per actual)

3. The Purchasers herein admit that **they have** already taken inspection of **original LLP Dated. 30.10.2016**, Sanctioned building Plan, certificate of amalgamation and relevant resolution towards power and authority of Vendor's authorized Designated Partner and other relevant title deeds & documents including Municipal & Revenue payment receipt in respect of the 'A' Schedule property & obtained copies thereof and **have** completed **their** requisite investigation of title of Vendor herein including Vendor's authorized designated Partner's Powers and authority and Vendor's rights title interest obligations and the Purchasers **are** very much satisfied and herewith approved the right title & interest of the Vendor as well as Vendor's authorized designated Partner's Powers and authority for disposal of the said Flat and Said Car Parking, and more fully and clearly specified in respective Part I and Part II of Schedule "B" hereunder written hereunder written along with proportionate undivided impartible share of 'A' schedule property being free from all encumbrances charges liens & lispens and the **PURCHASERS have** got no further requisitions or grievances in this respect whatsoever.

4. It is agreed amongst the parties herein that, subject to Purchasers payment of full consideration amount including mandatory additional charges in the manner and within the stipulated period provided in clause (1) hereinabove together with stamp duty, Registration cost and other legal cost and expenses (including Advocates fees) to the Vendor herein, then simultaneously with the Registration of the Registered Indenture of sale, the Vendor shall handover possession of proposed flat mentioned in 'B' schedule property complete with fittings & fixtures and Said Car Parking positively within 30th April 2020 on completion of the flat in all respect subject to force majeure etc. i.e. act of God, natural disaster, strike, arson or any other occurrences and reasons beyond the reasonable control of the Vendor provided further that in the event the Vendor is succeeded in completing the proposed flat and car Parking, before the aforesaid schedule date or time and preferably six months before the schedule date and time as aforesaid, in all respect and succeeded in providing all essential services thereto, it will intimate in writing to the Purchaser to take delivery of their said flat & car Parking accordingly within 31st October 2019 provided requisite Indenture of sale is executed and Registered as aforesaid before the competent Registration authority otherwise positively within 30th April 2020 as aforesaid (but that too on completion of Registration of Indenture of Sale as aforesaid), the Vendor through its authorized designated Partner, shall execute & Register appropriate Deed of Sale for disposal of the said Flat and Said Car Parking, and more fully and clearly specified in respective Part I and Part II of Schedule "B" hereunder written with proportionate undivided impartible share of 'A' schedule property & common areas & facilities as detailed in Schedule 'C' herein under written on a draft deed of conveyance to be prepared by the Advocate for the Vendor (which is a condition precedent of this Deed) incorporating the terms and conditions of this agreement or within such time as would be convenient to the parties herein subject to approval of date of registration by the said Ld. Advocate.

5a. It is also agreed amongst the parties herein that if the Purchasers fail to make the payments of the demand for installments as and when made within the specified due date, the Purchasers agrees to pay interest @ **12% p.a** on the defaulted amount for the period till the payment is made.

5b. It is also agreed amongst the parties herein that if the **Purchasers fail or neglect** to pay the balance considerations in the manner & within the stipulation mentioned in clause (1) herein above and decide to cancel

the allotment before execution of Sale Agreement (i.e. within 30 days of booking) then the developer reserve the right to deduct Rs. 1 Lac as cancelation charge and refund the balance amount without interest within 45 days of cancellation. It is also pertinent to mention that if purchasers continue with the booking but fail to pay their dues as per the clause (1) herein above after execution of Sale Agreement , the Vendor shall be at liberty to sell the said Flat and Said Car Parking, specified in respective Part I and Part II of Schedule "B" hereunder written with proportionate share of unpartitioned impartible land of 'A' schedule property with right of enjoyment of common areas & facilities & benefits to any other interested buyer upon prior notice to the Purchasers herein Provided however the Vendor shall refund without interest, but subject to deduction of 10% of total consideration being cancellation charges as specified in provision to clause(1), the total paid up booking money with subsequent paid up part consideration amount inclusive of mandatory additional payments within 90 days from the date of sale of the said Flat and Said Car Parking, specified in respective Part I and Part II of Schedule "B" hereunder written to the other interested buyer at Vendors choice and discretion provided the Purchasers shall join hand with the Vendor herein in all instrument of such sale to the third Party as confirming Party therein or shall execute necessary power and authority to the Vendor's authorized Person for execution and registration of all instruments towards transfer including agreement to sale of the said Flat and Said Car Parking, and more fully and clearly specified in respective Part I and Part II of Schedule "B" hereunder written to other prospective Purchasers and to represent the Purchasers herein before all appropriate registration authority in accordance with law in respect of execution and registration of all instruments towards transfer including agreement to sale of the said flat and the car Parking space specified in respective Part I and Part II of Schedule "B" hereunder written at the instance of the Vendor to such prospective Purchasers and Provided the Purchasers herein, in case of cancellation of this agreement due to **their** default in payment of installment or their inability to pay full consideration within the stipulated time or in case of their withdrawal from the agreement or in case of cancellation of this agreement for any other reason, the Purchasers herein, in spite of notice of the Vendor and as per the said notice of the Vendor, **fail and/or neglect or disagree** to join hand in all instrument of such sell to the third Party as confirming Party or refused to execute necessary power and authority to the Vendor's authorized Person for execution and registration of all instruments towards transfer to be executed by the Vendor herein including agreement to sale of the said Flat and Said Car Parking, and more fully and clearly specified in respective Part I and Part II of Schedule "B" hereunder written to other prospective Purchasers, the Vendor shall exclusively be entitled to

execute all necessary instrument of transfer including agreement to sale of the same to such other prospective **Purchasers** at the choice and discretion of the Vendor without having necessity of confirmation by the **Purchasers** by treating noncompliance of such notice of Vendor as consent for such transfer as confirming Party to such transfer exclusively at the instance of the Vendor, and in that event the Vendor shall not be bound to hear any objection whatsoever in that respect, which parties of both Part agreed and accepted.

6. It is agreed that in spite of payment of balance consideration and all mandatory additional payments indicated in clause (1) hereinabove including Registration cost, stamp duty and other legal expenses, if the Vendor disagrees and/or fails or neglects to execute requisite deed of sale, the Purchasers shall be at liberty to go to civil court of competent jurisdiction asking specific performance of this agreement & caused the requisite sale deed executed & Registered through court but if the balance considerations with all mandatory additional payments are not paid in the manner & within stipulated period provided in Para (1) herein, this agreement will ipso facto treated to be cancelled & the **Purchasers** shall not be entitled to go ask for specific performance of contract on any flimsy ground in court nor shall be entitled to get ask for possession of the proposed Flat and Said Car Parking and more fully and clearly specified in respective Part I and Part II of Schedule "B" hereunder written. But **they** shall be entitled to get back **their** paid up Booking money & subsequent paid up part consideration inclusive of paid up mandatory additional charges (paid till such date of cancellation of agreement) without interest & and after deduction of cancellation charges within **90 days from the date of sale** of the Flat and Said Car Parking and more fully and clearly specified in respective Part I and Part II of Schedule "B" hereunder written to the other suitable Purchasers of Vendors choice subject to proviso to the terms specified in clause (5b) hereinabove. Provided however that in spite of Purchasers' payment of balance consideration and all mandatory additional payments, Mandatory Additional Utility Charges or advance maintenance charges, Service Tax, GST, etc. within due dates indicated in clause (1) hereinabove including Registration cost, stamp duty and other legal expenses, if the Vendor disagree and/or fails or neglects to hand over possession within the stipulated time specified in clause 1 as aforesaid to the **Purchasers**, then and in that case apart from their rights and remedies available as and by way of specific performance, the **Purchasers** shall be entitled to Compensation and/or damages @ **12% P.A.** till receipt of delivery of possession, which parties of both Parts agreed and accepted which is applicable to the parties who have cleared their dues in time.

7. It is agreed that the **Purchasers** before execution and registration of deed of conveyance in **their** favour, shall not be entitled to transfer assign **their** right or interest towards disposal of proposed Flat and Said

Car Parking and more fully and clearly specified in respective Part I and Part II of Schedule "B" hereunder written to any third party **within 12 months** of the agreement and further in case the **Purchasers** paid full consideration in terms of clause (1) hereinabove but before registration of final conveyance in **their** favour if the **Purchasers intend/s** to assign or transfer or part with possession of the Flat and Said Car Parking, and more fully and clearly specified in respective Part I and Part II of Schedule "B" hereunder written to any third party and to cause the proposed deed of conveyance executed through the Vendor, **they** shall have to approach the Vendor first and subject to payment of **2%** of total value of assignment by the **Purchasers** and subject to **their** execution of necessary power and authority in favour of the Vendor's authorized person and subject to same restrictions, terms, conditions & obligations as is applicable on the Purchasers herein under this agreement and provided the said transferee or assignee etc. agree to observe and perform the covenants & conditions in these presents and to be observed and performed by the **Purchasers** etc. the Vendor shall arrange requisite deed of conveyance executed and registered in favour of the assignee, which is a condition precedent.

8. It is agreed by the **Purchasers** herein of the Second Part & the Vendor herein of the One Part that if the **Purchasers intends** to furnish **their** proposed Flat under sale described in Part I of schedule 'B' hereunder written insidely at their desire other than specified in schedule 'C' hereunder written, the **Purchasers** shall be at liberty to do the same but after getting delivery of the said flat under agreement to sale from the Owner and provided the **Purchasers** shall not be permitted to do any structural addition, alteration or change in the super structure, common and supporting walls beams and provided the same shall not cause any damage to the super structure.

9.a) The Vendor and the **Purchasers have** entered into this Agreement purely on Principal to Principal basis and nothing stated herein shall be deemed or constitute a Partnership between the Vendor and the **Purchasers** herein or construed as a Joint Venture between the **Purchasers** and the Vendor nor the Vendor and the **Purchasers** herein constitute an Association of persons. Each part shall keep the other duly indemnified from and against the same.

b) The name of the said residential building in which the **Purchasers'** said flat is located shall be " **TOWER**" or such other name as shall be chosen by the Vendor herein and the proposed flat and the car Parking space specified in respective Part I and Part II of Schedule "B" hereunder written shall be exclusively used respectively for residential and car parking purpose only.

c) The Vendor shall be entitled to all future vertical and horizontal exploitation of the said building and land by way of additional construction on the said _____ **TOWER** along with other Buildings constructed in the said property specified in schedule "A" hereunder written subject to sanction of Plan from appropriate authorities on the terms and conditions as specified in this Agreement and provisions hereof shall apply to such future exploitations by way of additional constructions without affecting the portion of the **Purchasers**.

d) Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law in respect of the said Flat and Said Car Parking, and more fully and clearly specified in respective Part I and Part II of Schedule "B" hereunder written or the said building or its annexed buildings or land or any part thereof.

10. Once possession of the Flat and Said Car Parking, and more fully and clearly specified in respective Part I and Part II of Schedule "B" hereunder written are handed over by the Vendor to the **Purchasers, the Purchasers** shall not be entitled to make any objection as regards the quality or workmanship or the materials used for construction or any other matter in connection thereto nor with the said flat and car parking space and even cannot make any claim in this behalf. It is hereby expressly agreed that the decision of the architect for the time being in charge of the said buildings [to be constructed in the said property specified in schedule "A" hereunder written including the proposed _____ **TOWER**] as regards quality and specifications of the building materials used including their workmanship, which shall be final, conclusive and binding on the **Purchasers and the Purchasers** shall not be entitled to dispute or challenge the same on any ground whatsoever.

11. It is agreed by the Vendor that it shall obtain necessary completion certificate of the proposed buildings to be erected on the 'A' Schedule property from the Appropriate authority at its cost & expenses after completion of proposed buildings including the proposed _____ **TOWER** in the said Premises, to which payment of consideration and registration of the proposed flat and the car Parking space under this Agreement of Sale has got no nexus or relation whatsoever.

12. It is agreed by the **Purchasers** herein that subject to payment of full consideration money, in the manner and as specified in Para (1) herein above to the Vendor herein, the Vendor shall execute

& Register appropriate Deed of Conveyance to the **Purchasers or their nominee/assignee** as the case may be subject to clause (7) hereinabove and provided the **Purchasers** covenant with the Vendor as hereunder written:

a) Until the Flat and Said Car Parking after sale in favour of **Purchasers** herein & described in respective Part I and Part II of Schedule "B" hereunder written, are assessed by the Panihati Municipality, the **Purchasers** shall regularly and punctually pay to the Vendor till before formation of Residents' association and after formation of Resident's association to such association, their proportionate share of Municipal and other Government Taxes (both owners' and occupiers' share) and revenue and shall indemnify and keep indemnified the Vendor or the Residents' Association, after its formation, against non-payment thereof and likewise the Vendor or the Residents' Association, after its formation shall keep the **Purchasers** indemnified against any liability of payment of Municipal and Government Taxes (if such taxes are paid by Purchasers to the Vendor or the Residents' Association, after its formation, in time as aforesaid).

However the Vendor agreed to co-operate with the **Purchasers** to mutate **their name/s** at Panihati Municipality and to obtain Individual Electric meter in the name of the **Purchasers** subject to payment of respective requisite cost at actual.

b) The **Purchasers** from time to time and at all times agreed to pay to the Vendor till before formation of Residents' association and after formation of Resident's association to such association, **Purchasers'** proportionate share towards the costs, expenses and outgoings in respect of matters specified in Schedule 'D' hereunder written. The aforesaid proportionate share mentioned in Clauses (a) and (b) above means and has at all material times meant such proportionate share to which the area of the said Flat mentioned in Part I of Schedule 'B' bears out of the total area of the proposed building as would be decided by the Vendor (till before formation of Residents' association) and after formation of Resident's association by such association depending upon cost for maintenance of common area & common benefits and common facilities therein.

c) The **Purchasers** shall have no right title or interest in respect of any other portion save and except the covered area of the said Flat and the car Parking space described in respective Part I and Part II of Schedule "B" hereunder written under this sale agreement including common areas

and facilities mentioned is Schedule 'D' for which the **Purchasers is/are** to pay proportionate cost and expenses for maintenance and common enjoyment of common facilities in common with the Vendor, or its assignees as specified in Schedule 'E' herein below.

d) The **Purchasers** shall maintain, at **their** own costs the said Flat and the car Parking space under this agreement to sale described in respective Part I and Part II of schedule 'B' hereunder written in good condition.

e) The **Purchasers** shall keep the walls of the said flat under this agreement to Sale described in Part I of Schedule 'B' hereunder written and partition walls, common wall, sewers drains pipes and other fittings and fixtures appurtenances that to belonging in good tenable repaired condition and in particularly so as to support, shelter and protect the parapets and other portion of the said _____ **TOWER** besides the said Flat and the car Parking space under this Agreement to sale.

f) The **Purchasers** shall permit the Vendor herein and also to the members/officials, men and agents of the said Resident's Association, after its formation, including their Surveyors or agents with or without workmen and others at all reasonable time upon prior notice in writing to enter into and upon the said Flat and the car Parking space under this agreement to sale described in respective Part I and Part II of schedule 'B' hereunder written or its any part thereof to view and examine the state and conditions thereof or for the purpose of making repairing, maintaining the said building, cleaning, lighting and keeping in order and good condition all services, drains, pipes, cables, water covers, gutters wire structures or other conveniences belonging to or serving or used for the buildings in the said premises and also for the purpose of laying down maintaining, repairing and testing drainages, gas and water pipes and electric wires and for similar purposes and the **Purchasers** shall make good within three months of the receipt of notice all such defects, decays and wants of repair of which notice in writing shall be given by the Vendor herein or its nominees or assignees or the said Resident's Association, after its formation, to the **Purchasers**.

g) The **Purchasers** shall not use said Flat and the car Parking space under this Agreement to sale described in respective Part I and Part II of Schedule 'B' hereunder written for any purpose other than respective residential and car Parking Purpose provided further that the **Purchasers** shall neither carry on nor shall be permitted to carry on any business or legal or illegal from the said flat

under this Agreement to sale at any time, under any circumstances whatsoever and the Purchasers shall not also store or allow to be stored any highly inflammable and combustible contraband articles in the said flat under this Agreement to sale and the **Purchasers themselves** or through **their** men shall not be permitted to create any nuisance and annoyance therein the said flat or in car parking space which may cause disturbances to other occupants. It is also agreed that the common sewerage shall be maintained at all material times by the Vendor and its authorized and assigned occupants or by the Residents Association, after its formation.

h) The **Purchasers** shall neither any time demolish or cause to be demolished, damage or cause to be damaged the said flat under this Agreement to sale or any part thereof nor shall make any structural addition or alternation or otherwise which will weaken the main structure of the said _____ **TOWER** without approval of Vendor Architects and Engineers in charge of the said _____ **TOWER** and without written permission of Vendor or the Resident's Association (expected to be formed within six months from sell of all flats etc in the proposed Buildings in the said premises) or other than or through men of Vendor as the case may be.

i) The amount becoming due and payable hereunder and the liability for the same shall be and remain always first charge on the said flat under this Agreement to sale.

j) The **Purchasers** shall not put and/or display any name writing drawings, signboard, placard of any kind over or on any windows in the interior of the said flat so as to be visible from outside the said flat nor on the outer walls of the said flat or on any part of the proposed buildings to be constructed in the said premises without the consent of the Vendor or Residents Association (when would be formed) as the case may be.

k) The Purchasers shall be bound to sign all papers and documents and do all other acts, deeds, things as the Vendor may lawfully require them to do from time to time in this behalf for safeguarding the property and the interest of other Co-Purchasers including for the purpose of formation of Association of owners, which to be signed by the Purchasers at the time of execution of final deed of conveyance..

l) Any delay or indulgence forbearance on the part of the Vendor in enforcing the terms of this Agreement or giving of time to the **Purchasers** by the Vendor, shall not be construed as a waiver on the part of the Vendor if any breach or non-compliance of any of the terms and conditions herein stipulated nor shall the same in any manner prejudice the rights of the Vendor in enforcing any of its rights or claim arising out of any such breach.

m) The Vendor shall always have the right to construct further storied on the existing roof subject to approval of land owners herein provided the Authority concerned permits to do the same & subject to sanction of proper plan by appropriate Municipal & other authority and without causing disturbance in enjoyment of **Purchasers** said flat. However the roof will always be in full control of the Vendor and in the roof, there will be installation of machinery room of the lift, overhead water reservoirs of the building and other necessary fittings fixtures etc. The Attic cum store of the said building will also be in full control and possession of the Vendor. The **Purchasers** shall at no time demand partition of **their** said flat nor be permitted to transfer or assign any part of the said flat or car Parking space in piecemeal.

n) The **Purchaser/s** shall keep at all times deposited with the Vendor and later with proposed Association (after the association is formed) a sum of **Rs_____/(Rupees _____ only) @ Rs. 20/- per sq. ft.** of the area of **his/her/their** flat, fixed for the time being by the Vendor or by the proposed Association as the case may be, towards security for the liability of the **Purchaser/s** to pay the amount of deposit may from time to time be varied by the Vendor or Association as the case may be

o) Any notice required to be given by the Vendor shall without prejudice to any other mode of service available be deemed to have been served on the Purchasers if sent by prepaid registered post under Certificate of Posting to the **Purchasers**.

p) This Agreement contained the entire Agreement between the parties and no oral representations or statements shall be considered valid or binding upon either of the parties nor shall any provision of this agreement be terminated or waived except by written consent by both parties. The **Purchasers** and the Vendor mutually acknowledge upon signing of this Agreement that no agreements, condition, stipulations, representations, guarantees or warranties have been made by the Vendor and/or its Agents, servants or employees other than what is specifically set forth herein. 3D model in display, brochure, flier, model flat etc. are representative and purchaser cannot complain the case of any change.

q) It is hereby further agreed (between the parties hereto) that after all the flats/rooms/covered space of the proposed two buildings in the said premises are sold away by the Vendor and thereupon the **Purchasers** of flats/rooms/space owners of the said _____ **TOWER** will duly form an Residents owners' Association/Society/Private Limited Company/ Partnership Firm/ LLP Firm for the upkeep and maintenance of the respective buildings and for enjoyment of the common amenities mentioned in the Schedule 'C' hereto, the Vendor if owing any Flat/room/space or other portions in the said building at the time, shall become a member of the said Society/Association and shall observe the Rules & Regulations in accordance to the W.B. Apartment

Ownership Act, 1972 with subsequent amendments of Government of West Bengal if any or any other law for the time being in force.

r) Upon the formation and registration of the said Society/Association, the respective obligations and covenants of the Vendor and the Purchasers and all other persons and parties owning other flat/space and room in the said building herein contained shall cease and shall vest in the said Association/Society. However any delay or indulgence forbearance on the part of the Vendor in enforcing the terms of this Agreement or giving of time to the **Purchasers** by the Vendor, shall not be construed as a waiver on the part of the Vendor if any breach or non-compliance of any of the terms and conditions herein stipulated nor shall the same in any manner prejudice the rights of the Vendor in enforcing any of its rights or claim arising out of any such breach.

s) It is agreed that after completion of registration and delivery of possession of the subject Flat and Car Parking specified in respective Part I and Part II of Schedule "B" hereunder written, the Purchasers shall have to take full responsibility and shall ensure so that they or any person through or under them (in whatever capacity) hold the subject Flat & Car Parking, shall always abide all the terms & condition as laid by the developer till the time of formation of the Society/Association and to abide by all the rules laid down by Society / Association once it is formed.

t) It is hereby agreed by the Purchasers that installation of Air Conditioners, DTH/ Cable or any other equipment's, the same has to be installed within the specified place as provided by the vendor. Moreover in case of installation of Grills, Collapsible gate, the same has to be installed as per the specified design and format to be provided later. Further it is agreed by the purchasers herein that under no circumstances window AC could be installed in any part of the subject Flat under this agreement to sale and only split AC, should be permitted but at the specific AC Ledge to be provided by the Vendor and all connected machineries relating to Split AC must also be installed and/or be kept outside in the specific space to be provided for such purpose;

u) It is also agreed by and between the parties herein that in the event for reason or otherwise, while installation of Split AC, internal pipeline and its covering require false ceiling to cover up such arrangement, the Purchasers shall have to make their own arrangement and at their own costs.

v) It is also agreed by the Purchasers that while installation of DTH/ Cable (including its infrastructure) for the subject flat of the Purchaser, the same should be permitted only by approved specific DTH/Cable connector or as would be provided in the complex.

w) The Purchasers also agreed with the Vendor herein that in the event for reason or otherwise, while installation of Fire protection in the subject Flat (under this agreement to sale) like sprinklers detection etc., requisite channel/lines, if found in exposed condition, the Purchasers shall have to make their own arrangement towards covering such exposed channel/lines by false ceiling and obviously at their own costs.

SCHEDULE 'A' ABOVE REFERRED TO

ALL THAT brick built tin Shed Structure, messuage, tenement heriditament and premises together with a piece and parcel of revenue redeemed homestead land thereunto belonging and whereon or on part whereof the same are erected and built containing by estimation 3(Three) Bighas 15(Fifteen) Cottahs equivalent to 1.24 Acres be the same a little more or less (as per R.O.R) but as per measurement of commissioner of Partition in suit no. 236 of 1925 and as also on physical measurement, 3(Three) Bighas 17(Seventeen) Cottahs and 8(Eight) Chittacks be the same little more or less comprising in C.S./R.S. Dag nos. 1192, 1193, 1191/1308 & 1191/1314 appertaining to C.S. Khatian no. 65, R.S. Khatian No. 702, [later modified as Khatian no. 404 and now further modified as new Khatian no. 1197(in the name of present Vendor)], all in Mouza Agarpara, J.L. No. 11, Revenue Survey no. 31, Touzi no. 155, Police Station Khardah, Sub-Registration Office, Barrack pore in the District of 24 Parganas presently within North 24 Parganas [after Delimitation of the District of 24 Parganas] and since been mutated as a separate Holding No 126F, B.T.Road, Calcutta within Panihati Municipality together with boundary wall, passages and all other easements, right, title, interest and amenities, facilities for beneficial enjoyment of the said property, which is butted and bounded by: -

ON THE NORTH	: Pre. No. 613, B.T.Road;
ON THE SOUTH	: North Station Road, Agarpara
ON THE EAST	: 136, North Station Road, Agarpara;
ON THE WEST	: B.T.Road;

SCHEDULE 'B' ABOVE REFERRED TO:**PART - I*****(Description of the Flat)***

ALL THAT piece and parcel of one self-contained flat being **Flat No. - ____** in _____ **TOWER** on the _____ **Floor** consisting of ____ numbers of bed rooms, One drawing cum Dining, One Kitchen, One Balcony, _____ Attached Toilet, _____ Common Toilet, including proportionate share of stair case, and landing having total super built up area of _____ **sq.ft** (_____ sq.ft) and a built-up area of _____ **sq.ft.** (_____ sq.ft) which may vary **upto 2%** be the same a little more or less and as specifically shown in the annex floor Plan with bordered red together with undivided proportionate impartible share and interest in the land mentioned in schedule 'A' hereinabove together with the right to use the common parts and portions mentioned with schedule 'C' herein below and together with all easement rights, benefits and facilities for beneficial enjoyment of the said flat.

PART - II

ALL THAT One Car Parking space in the _____ area measuring 130 sq ft approx & being Car Parking no. _____ for parking of one Car only;

SCHEDULE 'C' ABOVE REFERRED TO

(The Specification of construction of the proposed flat under agreement to sale with fittings & fixtures to be provided)

1. **FOUNDATION:**

EARTHQUAKE RESISTANT RCC STRUCTURE

2. **INTERNAL WALLS:**

RCC WALLS WITH PUTTY FINISH

3. **EXTERIOR WALLS :**

EXTERIOR WALLS WITH TEXTURE / HIGH QUALITY PAINT

4. **FLOORING -**

i. WOODEN FINISHED TILES IN MASTERED BEDROOM

- ii. VITRIFIED TILES IN ALL FLOOR AREA OF THE FLAT
- iii. MARBLE / GRANITE / DESIGNER TILES IN STARECASE, LOBBY AND CMON AREAS.

5. TOILET-

- i. ANTI SKID CERAMIC/VITRIFIED TILES ON FLOOR
- ii. DESIGNER CERAMIC TILES UPTO (door height) 7 FT HEIGHT ON WALLS
- iii. SANITARY WARE OF HINDWARE/PARRYWARE OR EQUIVALENT
- iv. CP FITTINGS OF JAQUAR/ESS OR EQUIVALENT
- v. ELECTRICAL POINTS FOR GEYSER AND EXHAUST FAN

6. DOORS:

- i. IMPORTED MALAYSIAN SAL WOOD FRAME WITH FLUSH DOORS.
- ii. MAIN DOORS WITH NIGHT LATCH AND HANDLES WITH EYEPIECE

7. WINDOWS:

ANODIZED/POWDER COATED ALUMINIUM WINDOWS

8. KITCHEN:

- i. GRANITE KITCHEN PLATFORM WITH STAINLESS STEEL SINK.
- ii. VITRIFIED TILES IN ALL FLOOR AREA OF THE FLATS.
- iii. ANTI-SKID TILES ON FLOOR.
- iv. CERAMIC GLAZED TILES UPTO 2 FT HEIGHT ABOVE PLATFORM,
- v. ELECTICAL POINTS FOR WATER FILTER, EXHAUST FAN, MICRO WAVE.

9. ELECTRICALS

FIRE RESISTANT COPPER WIRES WITH MCB (HAVELLS OR EQUIVALENT) AND MODULAR SWITCHES (HAVELLS OR EQUIVALENT)

- i. AC POINTS IN LIVING / DINING AND ALL ROOMS FOR SPLIT AIR-CONDITIONERS ONLY.
- ii. GEYSER POINT IN ALL BATHROOMS.
- iii. CABLE/DTH, TELEPHONE, INTERCOM CONNECTION IN LIVING/DINING
- iv. ADEQUATE 16 AMP AND 6 AMP POINTS.

10. ELEVATORS

TWO (2) AUTOMATIC ELEVATORS (OTIS/KONE/SCHNEIDER OR EQUIVALENT) IN EACH BLOCK.

11. SOCIAL INFRASTRUCTURE & AMENITIES

WATER SUPPLY-

- A. 24 HOURS WATER SUPPLY FROM DEEP TUBE WELLS

SCHEDULE 'D' ABOVE REFERRED TO:

(Viz. Common areas and common facilities to be enjoyed by the **Purchaser/s** along with Vendor or its nominees
as referred to above

1. **FACILITIES**
 - A. **LANDSCAPED CENTRAL GARDEN WITH ADEQUATE GREENERIES ALL AROUND THE COMPLEX.**
 - B. **SWIMMING POOL**
 - C. **AC COMMUNITY HALL**
 - D. **AC GYMNASIUM**
 - E. **INDOOR GAMES ROOM**
2. **POWER & FIRE SAFETY**
 - A. 24 HOURS POWER BACK UP
 - I. 100% POWER BACK UP FOR ALL COMMON AREAS,
 - II. 2BHK-500W, 3BHK-750W
 - B. STATE OF ART FIRE FIGHTING EQUIPMENT
3. **SECURITY**
 - A. 24 HOURS SECURITY
 - B. CLOSED CIRCUIT TV CAMERAS
 - C. INTERCOM CONNECTIVITY WITHIN THE WHOLE COMPLEX.
4. **OTHERS**
 - A. WATER PROOFING TREATMENT IN TOILETS & KITCHEN.
5. **COMMON AREAS**
 1. THE FOUNDATION COLUMN, BEAMS, SUPPORTS CORRIDORS, LOBBIES, STAIRS, ROOF, TERRACE, STAIRWAYS, ENTRANCE AND EXISTS.
 2. PUMP AND MOTOR WITH INSTALLATION.
 3. COMMON PASSAGE AND COMMON AREAS INSIDE OR OUTSIDE THE TWO BUILDINGS.
 4. WATER METER, OVERHEAD TANKS AND WATER PIPES AND OTHER COMMON PLUMBING INSTALLATIONS.
 5. ELECTRICAL FITTINGS, METERS AND FITTINGS AND FIXTURES FOR LIGHTING THE STAIRCASE AND OTHER COMMON AREAS
(EXCLUDING THOSE THAT ARE INSTALLED INSIDE ANY PARTICULAR FLAT)
 6. DRAINS AND SEWERS FROM THE TWO BUILDINGS TO THE MUNICIPALITY DUCT.
 7. WATER AND SEWERAGE EVACUATION PIPES FROM THE FLAT TO DRAIN SEWERS COMMON TO THE TWO BUILDINGS.
 8. DOORS AND WINDOWS ON THE STAIRCASE.
 9. BOUNDARY WALLS INCLUDING OUTSIDE PLASTERING OF THE WALLS OF THE SAID TWO BUILDINGS AND MAIN GATES.
 10. SUCH OTHER PARTS, AREAS, EQUIPMENTS, INSTALLATIONS, FIXTURES, FITTINGS, COVERED AND OPEN SPACES IN OR ABOUT THE SAID TWO BUILDINGS AS ARE EASEMENTS OF NECESSITY OF THE TWO BUILDINGS.

SCHEDULE 'E' ABOVE REFERRED TO

(Purchaser/s' cost of maintenance for providing Common Service & facilities to him/her)

1. COST OF MAINTENANCE, REPAIRING, RE-DECORATING ETC. OF THE MAIN STRUCTURE AND IN PARTICULAR THE GUTTERS, FRESH AND RAIN WATER PIPE, DRAINS, SEWERAGES OVERHEAD/UNDERGROUND WATER STORAGE TANKS AND ELECTRIC WIRES, MOTORS, GENERATORS AND OTHER APPLIANCES AND PASSAGES IN OR UNDER OR UPON THE TWO BUILDINGS AND ENJOYED OR USED BY THE PURCHASER/S IN COMMON WITH THE OTHER OCCUPIERS OF THE FLATS AND THE MAIN ENTRANCES, LIFT PASSAGES LANDING STAIRCASES OF THE TWO BUILDINGS ENJOYED BY THE PURCHASER/S OR USED BY IN COMMON AS AFORESAID AND THE BOUNDARY WALLS OF THE TWO BUILDINGS, COMPOUND TERRACES ETC.
2. COST OF CLEANING AND LIGHTING THE PASSAGES, LANDING STAIRCASES AND OTHER PARTS TWO BUILDINGS AS ENJOYED OR USED BY THE **PURCHASER/S** IN COMMON AS AFORESAID.
3. COST OF MAINTENANCE AND DECORATING THE EXTERIOR OF THE TWO BUILDINGS.
4. COST OF WORKING AND MAINTENANCE OF LIGHT AND SERVICE CHARGES.
5. CORPORATION RATES AND TAXES SAVE THOSE SEPARATELY ASSESSED FOR FLAT.
6. PREMIUM FOR INSURANCE OF THE TWO BUILDINGS (IN CASE OF INSURANCE OF THE TWO BUILDINGS).
7. COSTS AND CHARGES OF ESTABLISHMENT FOR MAINTENANCE OF THE TWO BUILDINGS AND THE SALARIES OF ALL PERSONS EMPLOYED FOR THE SAME.
8. ALL CHARGES AND DEPOSITS FOR SUPPLIES OF COMMON UTILITIES.
9. ALL LEGAL EXPENSES APPERTAINING TO THE MAINTENANCE AND PROTECTION OF THE SAID TWO BUILDINGS AND DISPUTES REGARDING CLAIMS AND/OR DEMANDS FROM THE CORPORATION, MUNICIPALITY AND/OR OTHER LOCAL AUTHORITIES.
10. THE OFFICE EXPENSES INCURRED FOR MAINTAINING THE OFFICE FOR COMMON PURPOSES.
11. ALL OTHER EXPENSES AND OUTGOINGS AS PER DEMAND BY THE VENDORS/ASSOCIATION TO BE NECESSARY OR INCIDENTAL FOR AND REGULATING INTEREST AND/OR THE RIGHTS OF THE PURCHASER/S AND OCCUPIERS INCLUDING THE PROMOTER/VENDORS AND THE OWNERS OR CO-OWNERS.
12. ALL EXPENSES REFERRED TO ABOVE SHALL BE BORNE BY THE PURCHASER/S FROM THE DATE OF NOTICE AS TO COMPLETION OF THE RESPECTIVE FLAT AND/OR TAKING POSSESSION OF THE FLAT BY THE PURCHASER/S AND THE LIABILITY OF THE PURCHASER/S TO PAY SUCH EXPENSES SHALL ACCRUE AND CONTINUE FROM THE DATE OF SUCH NOTICE NOTWITHSTANDING THE FACT THAT THE **PURCHASER/S** MAY EITHER FAIL TO TAKE POSSESSION OF THE FLAT OR FINALISE THE PURCHASE OR COMPLETE THE REGISTRATION OF THE DEED OF CONVEYANCE AND THE VENDORS OR OWNERS SHALL NOT UNDER ANY CIRCUMSTANCES BE LIABLE TO BEAR ANY OF SUCH CHARGES OR EXPENSES IN RESPECT OF SUCH UNSOLD UNDELIVERED FLAT.

IN WITNESS WHEREOF the parties of the entire First, Second and Third Parts hereunto set and subscribed their hand and seal on the day month and year first above written.

SIGNED & SEALED AND DELIVERED by the Land Owner

Vendor at Kolkata in the Presence of the:

WITNESSES:

1.

V E N D O R S

2.

SIGNED & SEALED AND DELIVERED by the **Purchasers**

at Kolkata in the Presence of the:

WITNESSES:

PURCHASERS

1.

2.

SIGNED & SEALED AND DELIVERED by the Confirming

Parties at Kolkata in the Presence of the:

WITNESSES:

1.

2.

Drafted by me and Typed

and Printed in my Office

SANKAR NARYAN SAHA

Advocate

7C, Kiran Sankar Roy Road,

Ground Floor, Kolkata - 700001.

CONFIRMING PARTIES

MEMO OF CONSIDERATION

RECEIVED from the within named **Purchaser/s** the sum of **Rs. _____ (Rupees**
_____ only) as detailed herein below for proposed
 sale of the said Flat and Said Car Parking at _____ **TOWER.**

1.	Paid on _____ the sum of Rs. _____/- by an a/c Payee Cheque bearing no. _____ dated _____ drawn on _____ Bank, _____ Branch in the name of Oswal Towers LLP;	Rs. _____/-
2.	Paid on _____ the sum of Rs. _____/- by an a/c Payee Cheque bearing no. _____ dated _____ drawn on _____ Bank, _____ Branch in the name of Oswal Towers LLP;	Rs. _____/-
Total	=	Rs. _____/-

(Rupees _____ only)

WITNESSES:

1.

2.

 Signature of the Vendor

MEMORANDUM
OF
AGREEMENT

BETWEEN

OSWAL TOWERS LLP

.....VENDOR

AND

.....PURCHASERS

DATED THIS THE DAY OF 2018

B E T W E E N

OSWAL TOWERS LLP VENDOR

A N D

.....PURCHASERS

**MEMORANDUM
OF
AGREEMENT**

Sankar Narayan Saha

Advocate

High Court, Kolkata

Chamber: 7C, K.S. Roy Road,
GroundP Floor, Kolkata-700001.