

AGREEMENT FOR SALE

**THIS AGREEMENT FOR SALE IS MADE ON THIS THE DAY OF
..... TWO THOUSAND AND**

BETWEEN

(1) SRI CHINMOY SAHA (Pan DEMPS8771F), **(2) SRI SAMBHU NATH SAHA** (PAN - ALLPS7355N), both are S/o - Late Ramesh Chandra Saha, both are residing at 80/1, Main Road East, P.O. & P.S. - New Barrackpore, Dist. - North 24 Parganas, Kolkata - 700131, by Nationality - Indian, by faith - Hindu, by occupation - Business, hereinafter jointly called and referred to as the "**LAND OWNERS**" (which expression shall unless excluded by

or repugnant to the context be deemed to mean and include their legal heirs, executors, administrator, representatives and assigns) of the **ONE PART.**

AND

DVK CONSTRUCTIONS PRIVATE LIMITED (PAN - AAGCD7664N) having its office address at 9/12, Lal Bazar, P.O. – GPO, Hare Street, District – Kolkata, Kolkata - 700001, represented by its Directors **(1) SRI KARAN KOCHAR (PAN - ALMPK8040M, Aadhaar No. 4175 5436 0936), (2) SRI KUNAL KOCHAR (PAN - AXWPK6159M, Aadhaar No. 8274 3021 2513)**, both are S/o – Sri Jagat Kochar, both are residing at 82, Ultadanga Main Road, P.O. & P.S. – Ultadanga, Dist. – North 24 Parganas, Kolkata - 700067, **(3) VISHAL GARG (PAN - ALUPG5460B, Aadhaar No. 8581 2985 1318)**, S/o – Mr. Suresh Kumar Garg, of 138, G.T. Road, P.O. – Howrah South, P.S. – Howrah, Dist. – Howrah, Pin – 711102, West Bengal, **(4) NEERAJ KUMAR DHANUKA (PAN - AIQPD6586Q, Aadhaar No. 227665751978)**, S/o – Rajendra Prosad Dhanuka, residing at 3b Ram Mohan Mallick Garden Lane, Mani Karn Apartment, Opposite Sale Lake Stadium, Kolkata – 700010, all are by faith – Hindu, by occupation – Business and by Nationality – Indian, hereinafter called and referred to as the **DEVELOPER/PROMOTER** (Which expression shall unless repugnant to the subject or context be deemed to include his legal heirs, successor-in-interest, executors, administrators, representatives and assigns) of the **SECOND PART.**

AND

(1) SRI/SMT..... (Aadhaar No)
son/wife/daughter of Sri, age about..... Years, by
occupation, (PAN), **(2) SRI/SMT**
.....

..... (Aadhaar No.) son/wife/daughter of Sri
....., age aboutYears, by

occupation

....., (PAN.....), both by faith....., both by Nationality
Indian/s, both residing at the

.....
..... hereinafter referred to as the "**PURCHASER/S**" (which terms or
expression shall unless excluded by or repugnant to the context be deemed to
mean and include his/her/its/their successors, legal representatives,
executors, administrators and assigns) of the **THIRD PART**.

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

1. **BUILDING**

Shall mean multi-storied Residential Building named as

EMERALD consisting of residential flats, /units, and also car parking spaces to be constructed, erected, promoted, developed and built on and upon the land at the premises under the First Schedule owned by the Owners- Vendors herein and to be practically executed by the Developer herein and shall include all constructions to be made on the premises from time to time as per Sanctioned Plan and or necessary modifications to be regularized by the Developer through revised Sanctioned Plan.

2. LAND

ALL THAT piece and parcel of land measuring about **10 Cottahs** more or less lying and situated at **Mouza-Aharampore**, J.L. No. 35, Re. Sa. No. 97, Touzi No. 1158, C.S. Plot No. 107, R.S. Dag No. 1341, corresponding to L.R. Dag No. 761, L.R. Khatian No. 1979 land measuring about 2 Cottahs 02 Chittacks and L.R. Dag No. 761, L.R. Khatian No. 1992, land measuring about 02 Cottahs 03 Chittacks and L.R. Dag No. 762, L.R. Khatian No. 1979, land measuring about 2 Cottahs 13 Chittacks and L.R. Dag No. 762, L.R. Khatian No. 1992 land measuring about 02 Cottahs 14 Chittacks i.e. in total land measuring about 10 Cottahs in **L.R. Dag No. 761 & 762, L.R. Khatian No. 1979, 1992**, under Police Station New Barrackpore, and Additional District Sub-Registry Office at Sodepur in the District of North 24 Parganas within New Barrackpore Municipality, under Ward No.- 1, **Holding No.- 10, Hari Pada Biswas Sarani**, which is butted and bounded as follows :-

On the North : Municipal Road.

On the South : Other's Plot.

On the East : Cannel.

On the West : Hari Pada Biswas Sarani.

3. PROJECT

Shall mean a Housing Complex comprised of numbers of Buildings including the 'Said Building' hereunder in the nature of residential flats/units, car parking spaces and others and collectively named '**EMERALD**' and in relation therewith the work of development undertaken and also to be done by the Developer herein and/or any modification or extension thereof till such development, erection, promotion, construction and building of building/s at and upon the said premises be completed and possession of the completed Unit/s

Flat/s / Car Parking Space/s and Others be taken over by the Unit/Flat and occupiers.

- 5. PLAN** Shall mean authenticated document/s showing the erection/ construction of the subject building/s duly sanctioned/ approved and/or to be sanctioned /approved by **NEW BARRCAKPORE MUNICIAPLITY** under the North 24 Parganas and shall also include variations/ modifications, alterations therein that may be made by the Developer herein as well as all revisions, renewals and extensions thereof, if any
- 6. THE FLAT** Shall mean a specified covered space constructed and finished in a habitable condition on the Floor in the 'Said Building' and described in Part – I of the Second Schedule and which is capable of being exclusively owned, used and/or enjoyed by the Purchaser/s herein for the residential purpose only together with the right of common use of the common portions appurtenant to the concerned Unit/Flat and wherever the context so intends or permits, shall include the undivided proportionate share and/or portion attributable to such Unit/Flat as detailed and described in the **SECOND SCHEDULE** hereunder written and all the rights, properties benefits, easements and appurtenances in connection therewith.
- 7. PARKING SPACE** Shall mean right to park small/medium size motor car in a space in the covered common car parking zone on the Ground Floor of the Buildings within the premises that may be earmarked by the Developer herein for Parking Cars on extra costs. The said Car Parking Space/s shall be allotted to such prospective purchaser/s and/or buyer/s those who agree to purchase the same against payment of additional consideration for each one car parking space.

- 8. CARPET AREA:** Shall according to its context, mean net usable total floor area of the flat/ apartment excluding all outer walls and other super structures services shafts, exclusive balcony or verandah

area and exclusive open terrace area, but includes the area

covered by the internal partition walls of the apartment and shall mean net area of the floor and ceiling within the Flat only available to the purchaser and or the occupier of the same.

9. COVERED/BUILT-UP AREA/COVERED:

Shall, according to its context, mean the plinth or carpet area of that Unit/Flat including and also the thickness of the outer walls, internal walls and pillars walls and also the half of such outer walls which are common between the adjacent Units/Flats including of the subject flat/unit under the Second Schedule.

11. ASSOCIATION

Shall mean the Association, Syndicate, Committee, Body, Society or Company which would comprise the Owners-Vendors herein/ Developer-Vendor herein and the representatives of the Purchaser/s herein of the Unit/s/Flat/s and be formed or incorporated at the instance of the Owners-Vendors herein/ Developer- Vendor herein for the common purposes with such rules and regulations as shall be framed by the Owners- Vendors herein/Developer-Vendor herein.

12. COMMON EXPENSES

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

13. COMMON PORTIONS

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

14. COMMON PURPOSES

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

**15. ADDITIONAL
PAYMENT**

Shall mean the amounts in **PART-I** of the **SIXTH SCHEDULE** hereunder written and to be paid by the Purchaser/s herein to the Developer herein as the case may be in addition to the agreed consideration and shall also include extra development charges and any other duties, levies or outgoings and other additional amount/s that may be required to be paid by the

Purchaser/s herein by the instance of the municipality, government, semi- government and or other authorities and statutory bodies.

**16. AGREED
CONSIDERA
TION**

Shall mean the price of the 'Said Flat' and the Said Car Parking Space together with undivided proportionate share of the 'Said Land' and which is motioned in **PART-I** of the **FIFTH SCHEDULE** hereto payable by the Purchaser/s herein to the OWNERS-VENDORS herein/ Developer herein for acquiring the said Unit specified under the Second Schedule.

**17. ARCHITECT
/
SURVEYOR**

Shall mean such Architect(s)/Surveyor(s) having registration or license with the concerned municipality and whom the Developer

- herein may from time to time, appoint as the Architect(s) of the Building.
18. **DATE OF POSSESSION** Shall mean the date on which the Purchaser/s herein take/s actual physical possession of the said Unit/Flat after discharging all his liabilities and obligations relating to payment of agreed consideration for the Said Unit and also all other additional amount payable by the Purchaser/s under terms and conditions of the Agreement.
19. **DEED OF CONVEYANCE** Shall mean the Deed of Conveyance/Transfer to be executed by the Owners-Vendors herein/ Developer herein unto and in favor of the Purchaser/s herein in respect of the said Unit under Second Schedule at and upon the Purchaser/s herein complying with all his/her/ its/their obligation/s and paying and depositing all the amounts in time and not committing any breach or default in any manner whatsoever.
20. **DEPOSITS** Shall mean the amounts mentioned in **PART-II** of the **SIXTH SCHEDULE** hereunder written and to be deposited by the Purchaser/s herein with the Owners- Vendors herein/ Developer herein shall also include any other amount that the Owners-Vendors herein/Developer herein may require the Purchaser/s herein to Deposit.
21. **EXTRA CHARGES** Shall mean all other Charges and Deposits that the purchaser/s shall be required to make in addition to the agreed purchase consideration.
22. **FORCE MAJEURE** Shall include natural calamities, act of god, flood, tidal waves, earthquake, riot, war, storm, tempest, fire, civil commotion, civil war, air raid, strike, lockout, transport strike, notice or prohibitory order from Municipality or any other Statutory Body or any Court, Government Regulations, due to changes in any municipal or other rules, laws or policies affecting or likely to affect the project or any part or portion thereof, shortage of essential commodities and/or any circumstances beyond the control or reasonable estimation of the Owners-Vendors herein/ Developer herein.
23. **MAINTENANCE AGENCY** Shall mean the Society, Association, Company, Body or Committee formed/appointed by the Owners-Vendors herein/ Developer herein for the common purposes.

- 24. “PROPORTIONATE OR PROPORTIONATELY OR PROPORTIONATE SHARE”** With all its cognate variations shall mean the proportion in which the Covered/Built-up area of any single flat/unit would bear to the entire undivided built-up areas of all the flats/units collectively for the time being in the building, PROVIDED THAT where it refers to the share of any rates and/or taxes relating to the common purposes and the common expenses then such share shall mean the proportions in which the total amount of such taxes rates or expenses as shall be paid equally by the co-owners and such share shall be treated as such rates and/or taxes and common expenses as are being separately levied, and the Proportionate Share of the “Said Land” under the First Schedule and in a proportion to the measuring area of a single flat or unit out of the total measuring area of the entire undivided covered areas of all the flats and the units collectively in the building constructed on the “Said Land” at the “Said Premises”.
- 25. PURCHASER/S** Shall mean the party of the Third Part herein agreed to purchase the Said Unit under the Second Schedule and subject to fulfillment of all the terms and conditions under these presents including and subject to payment of the entire agreed consideration and other additional payments made by the Second Party shall also mean and include:
- a) If he/she/they be an individual then his/her/their respective heirs, executors, administrators, legal representatives,

- and/or permitted assigns;
- b) If it be a Hindu Undivided Family then its members of the time being and their respective heirs, executors, administrators, legal representatives, and/or permitted assigns;
 - c) If it be a Company, then its successor or successors- in- interests and/or permitted assigns;
 - d) If it be a Partnership Firm then its partners for the time being and their respective heirs, executors, administrators, legal representatives, and/or permitted assigns;
 - e) If it be a Trust then is Trustees for the time being and their successor(s)-in-interest and assigns.
- 26. RIGHTS OF THE OWNERS- VENDORS AND THE DEVELOPER ON THE PURCHASER/S DEFAULT** Shall mean the rights mentioned in the **NINTH SCHEDULE** hereunder written to which the Owners- Vendors and the Developer herein shall be entitled in case of any default or breach by the Purchaser/s herein.
- 27. SAID UNIT** Shall mean a flat/car parking space described, mentioned, explained, provided in **PART-I** of the **SECOND SCHEDULE** hereunder written and further the right of common use of the common portions and wherever the context so intends or permits, shall include the said undivided share.
- 28. SINKING FUND** Shall mean the fund comprising of the amounts to be paid/deposited and/or contributed by each Unit, including the Purchaser/s herein, towards sinking fund which shall be held by the Maintenance Agency on account of maintenance expenses.
- 29. SUPER BUILT AREA** Shall mean in context to a Unit as the Carpet area plus proportionate undivided share of the common areas.
- 30. SPECIFICATIONS** Shall mean the manner or standard of construction of the unit and the building as specified and described in the Fourth Schedule hereunder written and/or described
- 31. UNDIVIDED SHARE** In relation to a Unit/Flat shall mean the undivided proportionate indivisible impartible variable share in land comprised in the said premises, which is attributable to the Unit/Flat concerned.

**32. OWNERS-
VENDORS**

Shall mean all of the First Parties collectively herein holding rights of ownership on the entire land under the First Schedule and includes each of their legal successors and where the context so permits refer to only such of them as is/are concerned with the relevant matter/issue.

33. DEVELOPER

Shall mean **M/S DVK CONSTRUCTION PRIVATE**

LIMITED the Second Party herein include it's successor or successors at office, executors, administrator and legal representatives and dealing with business of promotion and development of Real Estates and construction of multi-storied buildings And shall mean sole and absolute Agent and Representatives of all the Owners-Vendors and at present holding physical possession rights of the said 'Demised Land' and where the context so permits refer to only such of them as is/are concerned with the relevant matter/issue;

ARTICLE – II

(TITLE OF THE PROPERTY UNDER FIRST SCHEDULE):

DESCRIPTION OF LAND POSSESSED BY CHINMOY SAHA

LAND NO. 1

WHEREAS The Government of West Bengal (hereinafter referred to as "The Government") acquired by making a Notification under Section 4 of the West Bengal Land Development and Planning Act, 1948 by making a Declaration being No. 23878-L-Dev. Dated 24th November, 1953 under section 6 of the aforesaid Act which was published at page 3908-3909 of the Calcutta Gazettee, Part-I, dated 3rd December, 1953, C.S. Plot Nos. as set out in Schedule "A" hereinafter, in Mouza – Masunda, J.L. No. 34 and Aharampur J.L. No. 35, P.S. – Khardah, now Ghola, Dist. – North 24 Parganas measuring more or less 181.27 acres for public purpose viz. for the settlement of immigrants who had migrated into the State of West Bengal on account of circumstances beyond their control and for the establishment of a model colony for creation of better living conditions.

AND WHEREAS possession of the said land with tanks and other watery areas was duly taken under the provision of the said Act, by the Government and title of the said lands, thereupon, vested in the State of West Bengal free from all encumbrances in

terms of Section 8(i) (a) of the said Act.

AND WHEREAS by an Agreement which was executed by and between the Society and the Government on the 23rd November, 1953 (hereinafter referred to as “The said Agreement”) the Society agreed to pay to the Government all compensation to the awarded and all costs, charges and expenses payable in respect of the said acquisition and to complete a housing scheme including all works of development as set forth in the scheme within a period of three years from the date on which possession of the said lands would be given to the Society or within such extended period as might be allowed by the Government and the government agreed to do and execute all such acts and deeds as would be necessary and proper, for vesting the said lands in the Society.

AND WHEREAS the Government, thereafter, empowered the Society, under Sub-Section (2) of Section 10 of the West Bengal Land Development and Planning Act 1948 to execute at its own cost, a development scheme of the aforesaid lands and to dispose of the said lands comprised herein as per terms and conditions embodied in the said Agreement.

AND WHEREAS the Society completed the said development work in accordance with the layout plan and the terms and conditions of the said Agreement, interalia, by way of executing the development scheme in the said 181.27 acres of land and allotting the plots of land as shown in the development Plan of the said scheme amongst the members of the society who were all refugees from the then Eastern Pakistan (now in Bangladesh), after setting apart 28.40 acres of land out of the land common to Scheme Nos. I and III; of the said development plan to be used for common purpose of Schemes No. I and III.

AND WHEREAS the Government approved the total cost of the scheme as well as the

price of individual plots at which the Vendor proposed and agreed to allot the plots of respective allottees under their Memo No. 878-L. Dev. dated 18.1.1958 of the Land and Land Revenue Department, Land Development Branch, Government of West Bengal.

AND WHEREAS the Co-operatives Homes Ltd., allotted a plot of land measuring area more or less 1 cottahs 14 chittaks to Sri Chimney Saha, Son of Late Ramesh Chandra Saha in the year 18.10.2017 under Mouza - Aharampore, C.S. Dag No. 107, J.L. No. 35, under R.S. Dag No. 1341, L.R. Dag No. 762, L.R. Khatian No. 204 at P.S. Gholra, Hal New Barrackpur, Dist. - North 24 Parganas. Under the changed circumstances, Kamala Bala Dey, Wife of Late Sibendra Nath Dey has decided to surrender the above property i.e. 1 cottah 14 chittak to Co-operative Homes on 10.10.2017. After that Sri Chinmoy Saha, Son of Late Ramesh Chandra Saha has applied for new allotment of the said land i.e. 1 cottahs, 14 chittaks more or less for consideration on 13.10.2017. After due discussion it was resolved in meeting of Board of Directors Meeting of Co-operative Homes Ltd. on 18.10.2017 have granted for the regularisation as prayed by the above noted member of New Barrackpur Co-op. Homes Ltd. in respect of plot of land measuring 1 cottahs 14 chittaks forever free from all encumbrances, changes, lines and marketable title.

AND WHEREAS the Allottee being admitted into membership of the Society vide Plot Holder Regn. No. 3843, Holder Receipt No. 335, Municipal Ward No. 1, allotted a land measuring an area of 1 cottahs 14 chittaks within 100 sq.ft. tin shed structure in L.R. Dag No. 762, L.R. Khatian No. 204, J.L.No. 35 under the Development Scheme - I & II.

AND WHEREAS the allottee interest of the Allottee paid to total consideration and/or price of the Rs. 3530/- (Three thousand five hundred thirty) only for the said plot vide Sl. No. 7254.

AND WHEREAS the Society in terms of the said Agreement paid a total amount of Rs.

1,35,829.84 (Rupees one lac thirty five thousand eight hundred twenty nine and eighty four paise) only to the Government on account of compensation in respect of the acquisition of the said land under the aforesaid Act and all costs, charges and expenses of the proceeding in connection with such acquisition, as per demands made by the Government from time to time.

AND WHEREAS in pursuance of the said agreement, the Governor of the State of West Bengal granted, transferred, conveyed and assigned unto the society by an indenture dated 1st February, 1996 which was registered with the District Registrar, North 24 Parganas, Barasat on the 8th February, 1996 being Deed No. 970 of 1996 of the said registration office, all the pieces and parcels of land measuring a total area of 181.27 acres in Mouza Aharampur, J.L. No. 35, and Mouza Masunda, J.L. No. 34, New Barrackpur, Dist. North 24 Parganas, contained in C.S. Plot numbers as described in Schedule "A" hereunder and to hold unto the Society absolutely, free of revenue and free from encumbrances the said lands but subject to the terms and conditions contained in the said indenture of Conveyance together with modification made by the Government of West Bengal Land and Land Reforms Department, Land Reforms Branch Notification No. 2705-L. Dev./5D-4/92 dated 9th April, 1997 as published in the Calcutta Gazette Extraordinary Part-I dated the 10th April, 1997 forming part of the said Deed.

And said Chinmoy Saha, S/o - Late Ramesh Chandra Saha purchased the said land measuring about 01 Cottah 14 Chittacks at Mouza - Aharampore, J.L. No. 35, L.R. Dag No. 762, L.R. Khatian No. 204, under P.S. - Gholahal New Barrackpore through a registered Deed of Conveyance being No. 7738 dated 20th November 2017, registered in the office of D.S.R. - I, North 24 Parganas, recorded in Book No. I, Volume No. 1501-

2017, Page from 160749 to 160777 from New Barrackpore Co-operative Society Homes Ltd. (formerly New Barrackpore Co-operative Colony Society Ltd.) represented by Sri Nirmal Kumar Basu, S/o – Late Upendra Nath Bose (Chairman) and Sri Sitangshu Sekhar Guha, S/o- Late Prafulla Chandra Guha (Secretary) and he has duly recorded his name in L.R. Record of Rights in L.R. Khatian No. 1992 and also Mutate his name in New Barrackpore Municipal Holding No. 11, Ward No. 1 and has been possessing and enjoying the same by paying rent and taxes to the concerned authority.

LAND NO. 2

WHEREAS the said Chinmoy Saha, S/o – Late Ramesh Chandra Saha also purchased all that piece and parcel of Bastu land measuring an area of **05 Decimals**, be the same a little more or less, alongwith 100 Sq.ft. RT Shed erected thereon, comprising in Sabek Dag No. 107, corresponding to R.S. Dag No. 1341, corresponding to L.R. Dag Nos. 761 (03 Decimals) and 762 (02 Decimals), under Sabek Khatian No. 28, corresponding to L.R. Khatian Nos. 1915 (recorded in the name of Durga Das), lying and situated at MOUZA - AHARAMPUR, J.L. No. 35, Re. Sa. No. 97, Touzi No. 1158, P.S. - Gholia now New Barrackpur, within the local limits of New Barrackpur Municipality, under Ward No. 1, being Holding No. 11/1, A.D.S.R.O. - Barrackpore now Sodepur, District - North 24 Parganas, through a registered Deed of Conveyance being No. 3910 dated 04-06-2018, registered in the office of D.S.R. – I, North 24 Parganas, recorded in Book No. I, Volume No. 1501-2018, Pages from 106096 to 106127 and he has duly recorded his name in L.R. Record of Rights in L.R. Khatian No. 1992 and also Mutate his name in New Barrackpore Municipal Holding No. 11/1, Ward No. 1 and has been possessing and enjoying the same by paying rent and taxes to the concerned authority.

AND WHEREAS by way of said two Deed of Conveyance said Chinmoy Saha became the

owner of total 8.1 decimals of land out of which 5.1 decimals of land in Dag No. 762 and 03 decimals of land in L.R. Dag No. 761 and has been possessing and enjoying the same.

DESCRIPTION OF LAND POSSESSED BY SAMBHU NATH SAHA

WHEREAS The Government of West Bengal (hereinafter referred to as “The Government”) acquired by making a Notification under Section 4 of the West Bengal Land Development and Planning Act, 1948 by making a Declaration being No. 23878-L-Dev. Dated 24th November, 1953 under section 6 of the aforesaid Act which was published at page 3908-3909 of the Calcutta Gazettee, Part-I, dated 3rd December, 1953, C.S. Plot Nos. as set out in Schedule “A” hereinafter, in Mouza – Masunda, J.L. No. 34 and Aharampur J.L. No. 35, P.S. – Khardah, now Ghola, Dist. – North 24 Parganas measuring more or less 181.27 acres for public purpose viz. for the settlement of immigrants who had migrated into the State of West Bengal on account of circumstances beyond their control and for the establishment of a model colony for creation of better living conditions.

AND WHEREAS possession of the said land with tanks and other watery areas was duly taken under the provision of the said Act, by the Government and title of the said lands, thereupon, vested in the State of West Bengal free from all encumbrances in terms of Section 8(i) (a) of the said Act.

AND WHEREAS by an Agreement which was executed by and between the Society and the Government on the 23rd November, 1953 (hereinafter referred to as “The said Agreement”) the Society agreed to pay to the Government all compensation to the awarded and all costs, charges and expenses payable in respect of the said acquisition and to complete a housing scheme including all works of development as set forth in the scheme within a period of three years from the date on which possession of the

said lands would be given to the Society or within such extended period as might be allowed by the Government and the government agreed to do and execute all such acts and deeds as would be necessary and proper, for vesting the said lands in the Society.

AND WHEREAS the Government, thereafter, empowered the Society, under Sub-Section (2) of Section 10 of the West Bengal Land Development and Planning Act 1948 to execute at its own cost, a development scheme of the aforesaid lands and to dispose of the said lands comprised herein as per terms and conditions embodied in the said Agreement.

AND WHEREAS the Society completed the said development work in accordance with the layout plan and the terms and conditions of the said Agreement, inter alia, by way of executing the development scheme in the said 181.27 acres of land and allotting the plots of land as shown in the development Plan of the said scheme amongst the members of the society who were all refugees from the then Eastern Pakistan (now in Bangladesh), after setting apart 28.40 acres of land out of the land common to Scheme Nos. I and III; of the said development plan to be used for common purpose of Schemes No. I and III.

AND WHEREAS the Government approved the total cost of the scheme as well as the price of individual plots at which the Vendor proposed and agreed to allot the plots of respective allottees under their Memo No. 878-L. Dev. dated 18.1.1958 of the Land and Land Revenue Department, Land Development Branch, Government of West Bengal.

AND WHEREAS the Co-operatives Homes Ltd., allotted a plot of land measuring area more or less 5 cottahs to Smt. Kamala Bala Dey, Wife of Late Sibendranath Dey in the year 11-06-1953. Under the changed circumstances Smt. Kamala Bala Dey, Wife of Late Sibendra Nath Dey has decided to surrender the above property i.e. 05 Cottahs to his

New Barrackpore Co-operative Homes Ltd. on 10-10-2017. After that Sri Sambhu Nath Saha, S/o – Late Ramesh Chandra Saha has applied for new allotment of the said plot of land measuring about 05 Cottahs for consideration on 13-10-2017 under Mouza – Aharampore, C.S. Dag No. 107, J.L. No. 35, under R.S. Dag No. 1341, L.R. Dag No. 761 & 762, L.R. Khatian No. 204 at P.S. – Ghola, hal New Barrackpore, Dist. – North 24 Parganas, Co-operative Ward No. 5, vide allotment register No. 336, Plot Holder Regn. No. 3842 at Municipal Ward No. 1, Holding No. 10.

After due discussion it was resolved in meeting of Board of Directors Meeting of Co-operative Homes Ltd. on 18.10.2017 have granted for the regularization as prayed by the above noted member of New Barrackpur Co-op. Homes Ltd. in respect of plot of land measuring 5 cottahs forever free from all encumbrances, changes, lines and marketable title.

AND WHEREAS the Allottee being admitted into membership of the Society vide Plot Holder Regn. No. 3842, Holder Receipt No. 336, Municipal Ward No. 1, allotted a land measuring an area of 5 cottahs within 500 sq.ft. pucca building structure in L.R. Dag No. 761, L.R. Khatian No. 204, J.L.No. 35 under the Development Scheme - I & II.

AND WHEREAS the allottee interest of the Allottee paid to total consideration and/or price of the Rs. 8660/- (Eight thousand eight hundred sixty) only for the said plot vide Sl. No. 7250.

AND WHEREAS the Society in terms of the said Agreement paid a total amount of Rs. 1,35,829.84 (Rupees one lac thirty five thousand eight hundred twenty nine and eighty four paisa) only to the Government on account of compensation in respect of the acquisition of the said land under the aforesaid Act and all costs, charges and expenses of the proceeding in connection with such acquisition, as per demands made by the

Government from time to time.

AND WHEREAS in pursuance of the said agreement, the Governor of the State of West Bengal granted, transferred, conveyed and assigned unto the society by an indenture dated 1st February, 1996 which was registered with the District Registrar, North 24 Parganas, Barasat on the 8th February, 1996 being Deed No. 970 of 1996 of the said registration office, all the pieces and parcels of land measuring a total area of 181.27 acres in Mouza - Aharampur, J.L. No. 35, and Mouza - Masunda, J.L. No. 34, New Barrackpur, Dist. North 24 Parganas, contained in C.S. Plot numbers and to hold unto the Society absolutely, free of revenue and free from encumbrances the said lands but subject to the terms and conditions contained in the said indenture of Conveyance together with modification made by the Government of West Bengal Land and Land Reforms Department, Land Reforms Branch Notification No. 2705-L. Dev./5D-4/92 dated 9th April, 1997 as published in the Calcutta Gazette Extraordinary Part-I dated the 10th April, 1997 forming part of the said Deed.

And said Sambhunath Saha, S/o- Late Ramesh Chandra Saha purchased the said land measuring about 05 Cottah at Mouza – Aharampore, J.L. No. 35, L.R. Dag No. 761 land 2 Cottahs 8 Chittacks and L.R. Dag No. 762 land measuring about 02 Cottahs 08 Chittacks, L.R. Khatian No. 204, under P.S. – Ghola Hal New Barrackpore through a registered Deed of Conveyance being No. 7739 dated 20th November 2017, registered in the office of D.S.R. – I, North 24 Parganas, recorded in Book No. I, Volume No. 1501-2017, Page from 161063 to 161092 from New Barrackpore Co-operative Society Homes Ltd. (formerly New Barrackpore Co-operative Colony Society Ltd.) represented by Sri Nirmal Kumar Basu, S/o – Late Upendra Nath Bose (Chairman) and Sri Sitangshu Sekhar Guha, S/o- Late Prafulla Chandra Guha (Secretary) and he has duly recorded

his name in L.R. Record of Rights in L.R. Khatian No. 1979 and also Mutate his name in New Barrackpore Municipal Holding No. 10, Ward No. 1 has been possessing and enjoying the same by paying rent and taxes to the concerned authority.

AND WHEREAS the Owners herein expressed their desire to develop the said land by constructing a multi-storied building (G+4) thereupon but due to lack of financial capacity as well as no experience in construction work, they approached the Developer to develop the said land by constructing a proposed multi storied building (G+4) thereupon at the cost and expenses of the Developer.

AND WHEREAS the Developer has agreed to the proposal made by the Owner hereto to develop the land by way of making construction of a multistoried building as per plan sanctioned from the New Barrackpore Municipality.

AND WHEREAS upon consideration of the said proposal of the Developer and for the purpose of development of the said property, the Vendors therein being the Land Owners entered into a development agreement with the Developer on the _____ which was registered before the D.S.R. I, North 24 Pgs, Barasat, being Deed No. _____, recorded in Book No. I, Volume No. _____, Pages from _____ to _____ containing several terms and conditions contained therein and thereafter the Land Owners/Vendors also executed and registered a general power of attorney on _____, which was registered before the D.S.R. -I, North 24 Pgs, Barasat, being Deed No. _____, recorded in Book No. I, CD Volume No. _____, Pages from _____ to _____ to that effect in favour of the Developer therein.

AND WHEREAS by the said development agreement the Land Owners/Vendors conferred upon the Developer the authority to construct and complete a new four

storied building upon the said property on the basis of the said plan sanctioned by the concerned authority of the said New Barrackpore Municipality on _____ vide Plan No. _____.

AND WHEREAS the Developer herein duly constructed a new R.C.C. framed super structure brick built four storied building upon the said property consisting of several self contained residential flats/units, shops, Flat, staircase with other common areas, spaces, parts, amenities and facilities relating thereto, herein after referred to as the "Said Building".

AND WHEREAS being in need of money the Developer has decided to sell one Flat being No. ____ on the _____ Floor, _____ side measuring super built up area _____ sq. ft. more or less along with electric and water facility, morefully described in the Second Schedule hereunder written and the Purchaser herein upon knowing the intention of the Developer, the Purchaser agree to purchase the said Flat particularly mentioned and described in the second schedule hereunder as an absolute estate free from all encumbrances, attachments, charges and other claims and demands with a consideration of **Rs. _____ only** subject to the terms and conditions hereunder contained.

1. The said **DVK Construction Pvt. Ltd.** being the Developer-Vendor as well the exclusive Agent of the **Owners** shall construct erect and complete all the Buildings in all Blocks each block and/or building comprise of various Flats/Units/Apartments constructed spaces etc. capable of being held and/or enjoyed independently of each other and the car parking space commonly in common parking zone by the car parking space purchaser/s and the said Project has been named '**EMERALD**' to be raised erected and constructed at or upon the FIRST SCHEDULE premises.

2. The Flats/Units/Apartments Constructed Spaces and Car Parking Spaces and other independent portions (save and except the common portions) at '**EMERALD**' are enjoyable independently by such purchaser/s

those who reserves the rights to enjoy the same by way of purchase under specific Agreement for Sale and under Deed of Conveyance/s and only upon the payment of the entire consideration thereunder.

PURCHASERS INTEREST TO PURCHASE

1. The Purchaser/s herein approached the Owners-Vendors and the Developer- Vendor herein for having allotment and purchase of **ALL THAT** piece and parcel of the Unit/Flat bearing no. on the Floor measuring carpet area Sq.ft. and Covered/Built-up area in the **Block – ‘**’ Building together with/without Car Parking Space/s/ and together with the proportionate share of land contained at and under the said premises and together with the common areas, benefits, amenities, facilities and others thereof as under morefully and particularly mentioned, described, enumerated, provided and explained at and under the **SECOND SCHEDULE** hereunder written and as under and the Owners/ Vendors herein and the Developer-Vendor herein agreed to make such allotment on certain terms and conditions that have been agreed to by and between the parties and are being recorded in writingherein.

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

1. ALLOTMENT:

1.1 The Purchaser/s herein agree/s to purchase and the OWNERS-VENDORS as well the DEVELOPER-VENDOR herein, agree to sell and allot to the Purchaser/s herein **ALL THAT** the Unit/Flat bearing No on the Floor measuring a **Carpet Area of Sq.**

Ft., and salable or super built up area (as defined above) of **sq. ft.** in the Block -

Building **along with a Car Parking Space** for parking of a small/medium size motor car in a space in the covered common car parking zone on the Ground Floor / in the Open Space within the premises that may be earmarked by the Developer herein morefully, particularly and collectively mentioned and described in the Second Schedule hereunder written together with the undivided proportionate impartable share of the entire said land contained under the First Schedule at the 'Said Premises' and together with common easement right to the common areas, benefits, amenities, facilities morefully described in the Third Schedule and others rights, benefits and appurtenances in connection to the Said Unit/Flat free from all encumbrances, charges, liens, lispendenses, demands, claims, hindrances, attachments, debts, dues, acquisitions and requisitions whatsoever on the terms and conditions recorded herein.

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

1.3 After completion of allotment as mentioned above, the Owners-Vendors and the Developer-Vendor herein shall execute the Deed of Conveyance/s unto and in favour of the Purchaser/s in respect of the said Unit/Flat (the said Flat with said Car Parking Space) in the manner stated herein.

2. PURCHASERS SATISFACTION.

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

- a) The documents relating to the title of the premises;
- b) The Building Plan/s and/or modifications sanctioned and/or approved by under the **NEW BARRACKPORE MUNICIPALITY**
- c) The respective right, title and interest of the Owners and the Developer herein in respect of the premises;

2.1 The Purchaser/s undertake/s and covenant/s as not to raise henceforth any objection or make any requisition regarding the above and also waive/s

his/her/its/their right, if any to do so.

3. CONSTRUCTION:

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

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

3.3 The materials of construction, promotion, building, development and erection of the Building/s including the **SAID FLAT/UNIT** described in the **SECOND SCHEDULE** property and their quality shall be such as be approved by the recorded Architect / Surveyor thereof.

3.4 The Developer herein shall be entitled to make such changes, modification, additions, alterations and/or variations regarding the construction, erection, promotion, building and development and the specifications of the Building/s including the **SECOND SCHEDULE** property, the common portions as may be deemed necessary by the Developer-Vendor herein and/or required by any authority including under the **NEW BARRACKPORE MUNICIPALITY** wherein the Purchaser/s hereby authorize/s the Developer-Vendor herein in this regard and the knowledge or any further consent of the Purchaser/s herein shall not be required henceforth for the same. Such charges, costs, expenses etc. may be made by the Developer.

Architect/s. No claim or objection shall be raised
by the Purchaser/s herein in this regard at any time.

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

3.6 The Purchaser/s herein before or after completion of sale of the subject unit herein shall not for any reason, directly or indirectly, make or cause any obstruction, interruption, hindrance impediment, interference or objection in any manner relating to or concerning the construction or completion of the buildings by the Owners-Vendors as well the Developer-Vendor herein and/or the Transfer sale of disposal of any Unit/s/ Flat/s/Car Parking Space/s or other portion/s of the said Building/s. In default, the Purchaser/s herein shall be responsible and liable for all the losses and damages, which the Owners-Vendors and the Developer-Vendor herein may suffer in this regard.

3.7 The Owners-Vendors and the Developer-Vendor herein shall endeavor to construct, promote, built, develop and erect the said Unit/s/Flat/s/Car Parking Space/s and Other/s and make the same ready for delivering possession thereof on or before the date mentioned in **PART-III** of the **FIFTH SCHEDULE** hereunder written subject to the Force Majeure and/or reasons beyond the control of the Developer- Vendor herein, in which irresistible circumstances the time shall automatically stand extended and the Purchaser/s herein shall not be entitled to make or raise any objection or claim

whatsoever in that regard.

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

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

3.10 The Developer-Vendor herein have already acquired other plots by way of Development Agreement and further shall be entitled to acquire and own any further land property and/or properties at and around and adjacent to the subject property for the purpose of further development, construction, erection, building and promotion of Building/s whether commercial or residential etc. The prospective flat/apartment/ space buyer/s of the adjoining plots shall also be entitled to use the common spaces, common areas, benefits, amenities of the project like community hall etc. if so to be installed by the Developer-Vendor at the subject premises and the Purchaser hereby agrees and consents to such sharing of amenities at the absolute discretion of option of the Developer-Vendor.

3.11 The Owners-Vendors and the Developer-Vendor herein shall be entitled to make the Project in various phases consisting of various Blocks, if necessary and/or expedient at and under the choice of the Owners-Vendors / Developer-Vendor herein, and it is agreed by the Purchaser/s herein that the common areas, facilities, amenities, benefits and entitlements of the Purchaser/s herein shall be confined strictly to the common areas, facilities, amenities, benefits and entitlements at and under the particular Block only at and under which the Purchaser/s herein shall be having its/his/her/their ownership and occupation and with respect to the other common areas,

facilities, amenities, benefits and entitlements at and under the

remaining common areas, facilities, amenities, benefits and entitlements remaining at and under the Project hereof the Purchaser/s herein shall be having limited rights and interest namely, for ingress and egress expedient, viable and necessary thereof.

4. CONSIDERATION:

4.1 The agreed consideration for sale, transfer, conveyance, alienation, grant, of the said Unit/s/Flat/s/Car Parking Space/s and Other/s as mentioned, described, numerated, provided and given in **PART- I** of the **FIFTH SCHEDULE** hereunder written shall be paid by the Purchaser/s herein to the Owners-Vendors / Developer-Vendor herein in accordance with the payment schedule contained at and under **PART-II** of the **FIFTH SCHEDULE** hereunder written. Time for payment shall be the essence of the contract.

5. ADDITIONAL PAYMENTS AND DEPOSITS:

5.1 Beside the agreed consideration, the Purchaser/s herein shall also pay to the Developer- Vendor herein the additional payments as mentioned, explained, enumerated, provided and given at and under **PART-I** of the **SIXTH SCHEDULE** and also shall pay and deposits all as mentioned in **Part – II of the Sixth Schedule** hereunder written.

5.2 In case the area of the flat is found to be increased after completion of constructions and if such addition in area is certified by the architect of the project, the Purchaser/s herein shall make the payment/s of consideration/s of such additional area at the rate at which the consideration/s is agreed hereto.

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

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

6 POSSESSION

6.1 Upon the said Unit/s/Flat/s/Car Parking Space/s /Commercial Space/s and Other/s, if any, shall be deemed to be ready for delivery of possession upon the same being completed internally in a reasonable habitable condition with reasonable ingress to and egress from the said Unit/s/Flat/s/Car Parking Space/s and Other/s being provided along with temporary or permanent water, drainage, sewerage, electricity and lift facilities, the Developer-Vendor shall thereafter issue a notice to the Purchaser/s herein calling upon the Purchaser/s herein to take possession of the said Unit/s/Flat/s/Car Parking Space/s and other/s upon making payment of balance

of the entire agreed consideration along with all other additional amounts and deposits payable under the terms and conditions of this presents and also complying with all other outstanding obligations of the Purchaser/s herein at the relevant time to be performed by the purchaser/s even if any or some work in respect of the common areas, common amenities and common facilities are not till then completed in all respect. However, the Developer-Vendor shall cause to complete all the common portions and common facilities and as per program of constructional specification respectively mentioned in the Third and Fourth Schedule hereunder.

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

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

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

7. **ALIENATION**

7.1 Until a Deed of Conveyance is executed unto and in favor of the Purchaser/s herein, the Purchaser/s herein shall not be entitled to mortgage (except in the case of the purchaser obtaining a home/housing loan from any recognized financial institution where Clause- C below shall be applicable) or encumber or alienate or dispose of or deal in any manner whatsoever with the said Unit/Flat or any portion thereof and/or any right or benefit of the Purchaser/s herein in the said Unit/s/Flat/s/Car Parking Space/s and Other/s and/or under this Memorandum unless all the following conditions are complied with:

- a) There has been no default whatsoever by the Purchaser/s herein in compliance with and/or performance of any of the Purchaser herein covenants, undertakings and obligations under this memorandum or otherwise.
- b) The Purchaser/s herein has/have made full payment of the agreed consideration, the additional payments and deposits.

c) Prior consent in writing is obtained from the Developer herein regarding the

proposed mortgage, encumbrance, assignment, disposal or alienation.

7.2 After completion of the execution and registration of the Deed of Conveyance unto and in favor of the Purchaser/s herein, the Purchaser/s herein may deal with or dispose of or alienate the said Unit/Flat in lawful manner and subject to the following conditions:

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

8. DOCUMENTS RELATING TO TRANSFER:

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

8.1 The Purchaser/s agrees to sign and execute all other papers and documents that may be prepared by the Developer-Vendor herein or by its Advocate in connection with and/or relating to the transfer of the said Unit/s/Flat/s/Car Parking Space/s and other/s.

8.2 The Purchaser/s herein shall within 15 days of being required by the Owners and the Developer, may accept, execute, complete and deliver to the Owners- Vendors / Developer-Vendor herein such executed documents, statements, declarations affidavits and authorities as be deemed reasonable by the such Advocate relating to the transfer envisaged hereinabove.

8.3 At any time after the completion of construction of the said Unit/s/Flat/s/Car Parking Space/s, the Owners-Vendors/Developer-Vendor herein or any of them may intimate to the Purchaser/s herein their intention of executing the Deed of

Conveyance and the Purchaser/s herein shall within one month of such intimation comply with all his/her/their obligations which are necessary for the execution and registration of the Deed of Conveyance. In default, the Purchaser/s herein shall be responsible and liable for all losses and damages which the Owners- Vendors / Developer-Vendor herein or any of them may suffer.

8.4 The Owners-Vendors / Developer-Vendor herein shall be required to execute the Deed of Conveyance and/or other papers and documents for transfer of the said Unit/s/Flat/s/Car Parking Space/s/ and Other/s only upon all the following conditions and obligations being satisfied and complied with by the Purchaser/s herein:

- a) The agreed consideration, the additional payments and deposits are paid in full by the Purchaser/s herein.
- b) The Purchaser/s herein is/are not in default in respect of any of his/her/its/their obligation/s.
- c) All other amounts or dues payable by the Purchaser/s herein hereunder or in law in respect of the said Unit/s/Flat/s/Car Parking Space/s/ and Other/s are paid in full by the Purchaser/s including maintenance charges, electricity charges, municipal and other taxes and levies and other outgoings.
- d) The Purchaser/s herein deposits with the Developer-Vendor herein or the Advocate of the Developer, such estimated amount of stamp duty, registration fee with other statutory outgoings and other connected and miscellaneous expenses relating to the execution and registration of the Deed of Conveyance and/or requisite papers and documents.

9. **RIGHTS:**

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

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

9.2 Any of the following is not intended to and shall not be transferred unto and in favor of the Purchaser/s herein and the Purchaser/s herein shall have no right, title and interest whatsoever in respect thereof;

a) The roof of the Buildings at the Premises save and excepts limited common

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

- b) Common Portions except the open and covered spaces in the Buildings and the Premises not included in the common portions mentioned in the **THIRD SCHEDULE** hereto.
- c) Other flats/units, car parking spaces and other portions (except the right to park medium sized motor car on a portion thereof if the Purchaser/s herein has/have hereby agreed to purchase the same) in the Buildings and/or at the said Premises.
- d) Right of further construction on any part of the land comprised in the premises or raising of any additional Floor/Storey/ construction over the roof/s of the Building/s reserved under the Developer-Vendor only;

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

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

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

9.6 The Owners-Vendors and the Developer herein shall be entitled at all times to install, display and maintain its name and/or logo on the roofs of the Building/s and/or other areas in the Buildings or the premises by putting up hoardings, display signs, neon signs, lighted displays etc. without being required to pay any charges for

the same and neither any of the Unit/Flat/Car Parking owner and occupiers nor the Association or any other entity shall be entitled to object or to hinder the same in any manner whatsoever.

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

10. MAINTENANCE AND ENJOYMENT:

10.1 The Building and the premises shall initially be managed and maintained by the Maintenance Agency.

10.2 After delivery of the possession of all the Unit/Flat Unit/Flats in the Buildings, the Owners- Vendors and the Developer-Vendor herein shall take steps for formation of the Association. Any association, syndicate, committee, body or society formed by the Unit/Flat/Car Parking Owners and occupiers without the participation of the Owners/ Vendors and the Developer-Vendor herein shall not be entitled to be recognized by the Owners-Vendors and the Developer-Vendor herein and shall not have any right to represent the Unit/Flat/Car Parking owner/s and occupier/s to raise any issue relating to the Building/s or the premises. The maintenance of the Building/s shall be made over or handed over to the Association by the Developer or its nominated/appointed Maintenance Agency and upon such making over the Association shall be responsible for the maintenance of the Building/s and the premises.

10.3 The employees of the Maintenance Agency of the common purposes such as Watchmen, Security Staff, Caretaker, Liftmen, Sweepers etc. shall be employed and/or absorbed in the employment of the Association with continuity of service on the same terms and conditions of employment subsisting with the Maintenance Agency and the Purchaser/s herein hereby consents to the same and shall not be entitled to raise any objection thereto.

10.4 The Purchaser/s herein shall from the date of possession use and enjoy the said Unit/s/Flat/s/Car Parking Space/s and Other/s in the manner not inconsistent with his/her/their rights hereunder and without committing any breach, default or creating any hindrance relating to the rights of any other Unit/s/Flat/s/Car Parking Space/s and Other/s and/or any of Owners- Vendors and the Developer-Vendor Herein Party herein.

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

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

10.7 The rights of Owners-Vendors and the Developer-Vendor herein, the

Maintenance Agency and the Association relating to certain matters are more fully and particularly mentioned, described, enumerated, provided, given and specified in the **SEVENTH SCHEDULE** here-under written and/or given and the same shall be binding on the Purchaser/s herein.

10.8 The obligations and covenants of the Purchaser/s herein in respect of the user, maintenance and enjoyment of the said Unit/Flat/Car Parking Space, the common portions, the Building/s, and the premises including payment of maintenance charges, electricity charges, municipal and other taxes and other outgoings are more fully and particularly mentioned, described, enumerated, provided, given and specified in the **EIGHTH SCHEDULE** hereunder written to and the same shall be binding on the Purchaser/s herein. It is expressly made it clear that in the event of the Purchaser/s herein not taking possession of the said Unit/s/Flat/s/Car Parking Space/s within 15 days of the issue of notice under clause

6.1 hereinabove, the liability of the Purchaser/s to make payment of all costs, expenses and outgoings in respect of the said Unit/s/ Flat/s/Car Parking Space/s including the maintenance charges, electricity charges, municipal and other taxes and other outgoings shall immediately commence thereafter from the 16th day of notwithstanding anything to the contrary contained, explained, enumerated, provided and given in the **EIGHTH SCHEDULE** hereunder written or elsewhere in this memorandum. Such liability shall continue till the same is paid by the Purchaser/s herein or the Agreement is cancelled/terminated.

11. DEFAULT:

11.1 Failure to make payment of any amount payable by the Purchaser/s herein under these presents being the agreed consideration and/or the additional payments and/or deposits or otherwise within the specified time, or within 7 (seven) days of demand if no time is specified, shall amount to a default entitling the Owners- Vendors and the Developer-Vendor herein to exercise all or any of the Rights on the Purchaser's/s' default.

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

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

11.4 If the Purchaser/s fails to fulfill his/her/their obligations under this agreement, the Owners- Vendors and the Developer herein shall have exclusive liberty to cancel this Agreement upon a prior 7 (seven) days' notice to the Purchaser/s and shall be entitled to forfeit 3% of the total agreed consideration of the subject Flat/unit and refund the balance without paying any interest to the purchaser/s within 3 (three) months from the date of such

cancellation and the

Owners-Vendors and the Developer-Vendor in that event immediate after such cancellation shall have full liberty to enter into a fresh booking and or agreement in respect of the subject unit with any intending purchaser or purchasers at its own choice and discretion after intimating to the Purchaser/s of such matter of cancellation and the Purchaser/s herein hereby agreed with and consent to the same. The Notice served by the Owners-Vendors or the Developer-Vendor to the Purchaser/s either by hand delivery or by Speed Post in this respect shall be treated as the Owners-Vendors' as well the Developer-Vendor's obligation in this regard is fulfilled.

11.5 In case of default by Owners-Vendors and the Developer-Vendor herein, the Purchaser/s herein shall be entitled to claim specific performance.

12. **FORCE MAJEURE:**

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

13. **MISCELLANEOUS:**

13.1 The Project/Complex and the Building to be constructed at the said premises have been named '**EMERALD**' and the same shall remain unaltered.

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

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

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

13.5 The terms and conditions between the parties have been agreed at and this

Memorandum is being executed at the office of the Owners-Vendors / Developer-Vendor herein.

13.6 The Purchaser/s shall have no connection whatsoever with any of the other Unit/Flat/Car Parking Space/s and particularly and specifically with any of the commercial unit and or with the entire commercial portions and there shall be no privates of contract or any agreement or arrangement as amongst the Purchaser/s herein and the other Unit/Flat/Car Parking Space Owner and occupiers (either express or implied) and the Purchaser/s herein shall be responsible to the Owners- Vendors / Developer-Vendor herein for fulfillment of the Purchaser/s' obligations irrespective of non-compliance by any other Unit/Flat/Car Parking Owner and occupiers.

13.7 If at any time hereafter there be imposition of or enhancement in any tax including service GST, duty, levy, surcharge, charge or fee under any statute, rule or regulation on the premises, the building/s and/or the said Unit/s/Flat/s/Car Parking Space/s or on the transfer, alienation, grant, demise and Sale of the said Unit/s/Flat/s/Car Parking Space/s, the same shall be borne and paid by the Purchaser/s herein proportionately or wholly as the case may be, without raising any objection thereto, within 7 days of demand being made by the Owners-Vendors / Developer- Vendor herein from the notification date and the Owners-Vendors / Developer-Vendor herein shall not be liable for the same.

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

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

14. **NOTICE:**

All notices shall be sent by registered post/speed post with acknowledgement due at the last notified address of the addressee and shall be deemed to be

served on the

fourth day after the date of such dispatch.

15. ARBITRATION:

If any disputes or differences arises between the parties implementing this agreement or facing true interpretation to the terms herein, the same shall be referred to an Advocate or Arbitrator chosen by the parties hereto or such separate one or two Advocates or Arbitrators selected by each of the party with the right to appoint umpire, whose decision and award as envisaged in Indian Arbitration And Conciliation 1996 and its modifications for the time being enforce shall be final, conclusive and binding on both the parties.

16. JURISDICTION:

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

THE FIRST SCHEDULE PART – I ABOVE REFERRED TO:

ALL THAT piece and parcel of land measuring about **10 Cottahs** more or less lying and situated at **Mouza- Aharampore**, J.L. No. 35, Re. Sa. No. 97, Touzi No. 1158, C.S. Plot No. 107, R.S. Dag No. 1341, corresponding to L.R. Dag No. 761, L.R. Khatian No. 1979 land measuring about 2 Cottahs 02 Chittacks and L.R. Dag No. 761, L.R. Khatian No. 1992, land measuring about 02 Cottahs 03 Chittacks and L.R. Dag No. 762, L.R. Khatian No. 1979, land measuring about 2 Cottahs 13 Chittacks and L.R. Dag No. 762, L.R. Khatian No. 1992 land measuring about 02 Cottahs 14 Chittacks i.e. in total land measuring about 10 Cottahs in **L.R. Dag No. 761 & 762, L.R. Khatian No. 1979, 1992**, under Police Station New Barrackpore, and Additional District Sub-Registry Office at Sodepur in the District of North 24 Parganas within New Barrackpore Municipality, under Ward No.- 1, **Holding No.- 10, Hari Pada Biswas Sarani**, which is butted and bounded as follows :-

On the North : Municipal Road.

On the South : Other's Plot.

On the East : Cannel.

On the West : Hari Pada Biswas Sarani.

THE SECOND SCHEDULE ABOVE
REFERRED TO: PART-I
'SAID UNIT/FLAT'

ALL THAT a self-contained Residential Flat being Flat No. on the floor, measuring a **Carpet Area** without balcony**Sq. Ft.**, Covered/Built-up area about **sq. ft.** and salable or super built up area (as defined above) of**sq. ft.** more or less consisting of (.....) Bed Rooms, 1 (one Living-cum-Dining space, 1 (One) Kitchen, (.....) Toilet/s, 1 (one) Verandah in the **Block** – ‘.....’ Building with undivided proportionate share of land written in the First Schedule hereinabove and common easement rights in specified common areas and facilities described in the Third Schedule hereunder and in the said Building and also in the said Housing Complex named “**EMERALD**”.

PART II
SAID CAR PARKING SPACE

ALL THAT **Car Parking Space** measuring **165** sq. ft. little more or less for right to park one medium size motor car hereby agreed to be purchased by the Purchaser for use and enjoyment in common manners within Covered Common Car Parking Zone on the Ground floor Car Parking Zone and in any portion therein as shall be specified and be allotted by the Developer at its sole discretion within the said Housing Complex namely ‘**EMERALD**’.

THE THIRD SCHEDULE ABOVE
REFERRED TO: (COMMON
PORTIONS)

SECTI
ON A:

1. all easements and quasi-easement rights and appurtenances belonging thereto save and except the portion of the open space embarked and reserved by the Developer herein for providing open car parking spaces to such purchaser/s intending to purchase the same.
2. Foundation beams, vertical and supports main wall, common walls, boundary walls, main entrance/gates of the said project at the said premises.
3. Main gate of the said premises and common passages from main road to the Enclave and leading to the staircase of the ground floor of the said Building/Block for ingress and egress.
4. Installation of common services namely, electricity, water pipes, sewerage, rain water pipes.
5. Water pump with motor and pump house.
6. Limited rights of the ultimate roof for the purpose of; smooth water supply from overhead reservoir to the flats/units, smooth outlet of rain water, etc. and also for repairing and maintenance purpose only for the smooth enjoyment of all the units by all the co-owners/co-occupiers of the building.
7. Drainage, Septic Tank on the Ground floor including all external sewage pipes and water pipes for the use of all owners of the building.
8. 24 hours supply of water from overhead tank to the respective flats.
9. Common Staircases lift, landing, lobbies etc.
10. Lighting in the common spaces, passages, staircases, lift, including fixtures and fittings.
11. Common electric meter boxes.
12. Open space surrounding the said building at the said premises (save and except the portions of open spaces embarked and reserved by the Developers and or its respective nominee/s for open space car parking.
- 13) Club with multi-gym facilities and Community Hall subject to obtaining membership upon payment for the purpose thereof as agreed hereto.
- 14) Common toilets in the Ground Floor.
- 15) Security Guard Room/Outpost.
- 16) All other part of the said building necessary for its existence maintenance and safety for normally in common use of the Purchasers with the Landowners/Vendors herein and the Developer herein and other co-owners of the respective Unit/Flat save and except other portions, exclusively under the Developer herein or its nominees and also save and except the provisions and reservations made in favour of the Developer herein and stated in the Purchasers' covenants portion hereinabove.

SECTION B:
(COMMON INSTALLATIONS FOR WHICH THE PROPORTIONATE
ADDITIONAL SEPARATE COSTS ARE TO BE PAID BY THE
PURCHASER/S)

1. Stand-by diesel generator set of reputed make of requisite capacity for enlighting the common area, for operation pump and for supply of power in the said Unit/s to the extent of quantum required and/or in the other Units during power failure and generator room, if any, in the ground floor of the building.

THE FOURTH SCHEDULE ABOVE REFERRED TO:

(SPECIFICATION)

1. DOOR & WINDOW:

All doorframes (size 4"x 2 ½") would be made of Sal/Hard wood, doors shutter would be flush doors - all doors thickness 32 mm fitted with cylindrical locks. Main door would be fitted with Godrej night latch lock. All windows would be made of natural colour aluminium sliding (two tracks) transparent plain white glass without any grill. All doors would be painted with white enamel paint (Berger Co., ICI or similar brand).

2. FLOORING:

All Bed Rooms, Dinning-cum-Living, and would be finished with Ivory Vitrified tiles (24" X 24") flooring and 4" skirting. Bath-room, Kitchen & Balcony would be finished with Ivory Ceramic tiles (12" X 12") flooring. The walls of the Toilets/Bathrooms would finish with white glazed tiles in 60" height. Roof would be finished with roof tiles.

3. SANITARY & PLUMBING:

Standard Toilet would be provided with C.P. Shower, one EWC white commode (Parryware or other similar brand) with P.V.C. cistern (Reliance Co.). All taps & C.P. fittings of Essco or similar brand (base model). There would be concealed line and geyser line in bathrooms. There would be one basin in common toilet (18"x12") Parryware or other similar brand) in each flat.

4. KITCHEN:

Black Granite counter top, Stainless steel sink (17" x 20"), glazed wall tiles up to 2 ft above black granite counter.

5. ELECTRICAL WORKS:

- a. Concealed wiring in all flats (Copper electrical wire, Rajdhani or J.J.)
- b. Each flat will be provided with the following electrical points:

(All switches modular type, Mylinc of legrand or other similar brand)

- | | | |
|------|-----------------|---|
| i) | Bed room (each) | 2 Light points
1 Fan point
1 Plug point (5 Amp.) |
| ii) | Dining/Drawing | 2 Light points
1 Fan points
1 Plug points (15 Amp.)
1 TV Power point
1 Cable Point without Wire
1 phone Point without Wire |
| iii) | Kitchen | 1 Light point |

1 Exhaust Fan Point

- | | | |
|-----|----------|---|
| iv) | Toilet | 1 Plug point (15 Amp.)
1 Light point
1 Exhaust Fan Point
1 Plug point (15 Amp.) for Geyser |
| v) | Verandah | 1 Light point |
| vi) | Entrance | 1 Door Bell point |
- 6. WATER** : Overhead water tank is to be constructed for supply of water (24 hours).
 - 7. PAINTING** : Plaster of Paris inside walls.
 - 8. OUTSIDE PAINTING** : Snowcem 2 coats painting.
 - 9. RAILING OF STAIR CASE:** Railing of iron.
 - 10. STAIR CASE PAINTING** : Plaster of Paris.
 - 11. LIFT** : One MCD (Manual Collapsible Door) lift in each Block.

THE FIFTH SCHEDULE ABOVE REFERRED

TO: PART I

AGREED CONSIDERATION:

Consideration for the Undivided proportionate share of land

under the First Schedule and for construction and completion of the said Flat under the Second Schedule: **Rs.**

Consideration for the said Car Parking Space under the Second Schedule: **Rs.**

Total Agreed Consideration for the Flat & Carparking Space: **Rs. -**
-

(Rupees.....)

.....) only and payable as per payment schedule hereunder.

PART
II PAYMENT
SCHEDULE

The Agreed Consideration mentioned in **PART-I** above is to be paid to the Developer and the Owners-Vendors through the Developer herein in the following manner:

- | | |
|--|-------------------------------|
| 1. At the time of booking | Rs.1,00,000/- + GST |
| 2. Within 20–30 on execution of Agreement | 20 % of the total price |
| + GST for sale (After deduction of booking amount) | |
| 3. Within 50 – 60 days of booking | 10 % of the total price + GST |
| 4. At the time of ground floor roof casting | 10 % of the total price + GST |
| 5. At the time of 1st floor roof casting | 10 % of the total price + GST |
| 6. At the time of 2nd floor roof casting | 10 % of the total price + GST |
| 7. At the time of 3rd floor roof casting | 10 % of the total price + GST |
| 8. At the time of 4th floor roof casting | 10 % of the total price + GST |
| 9. At the time of Brick Wall & Plaster | 15 % of the total price + GST |
| 10. Balance Before Possession of Flat | 05 % of the total price + GST |

PART – III

The estimation date of making subject Unit/s/Flat/s/Car Parking Space/s/ ready for the purpose of delivery of possession is **June 2022** with a grace period of 6 (Six) months and also subject to Force Majeure.

PART – IV

- i. Extra work, if any desired by the Purchaser shall be extra chargeable. Tax as applicable is levied.
- ii. Calculation of saleable area of the flat = (Covered area + Proportionate share of lobby, lift & stair) + 23% service area for other common area amenities viz. - septic tank, overhead tanks, underground reservoir, open spaces, passages, lift room, common toilet, caretaker room, community hall, etc.).
- iii. It is also noted that after completion of the building, the area of the flat

may be increased or decreased upto 5% against mentioned areas and the purchaser shall abide by the same without raising any objection.

iv. No deduction for any removal/non requirement of partition wall, window, grill and bathroom.

v. In case of any development charges/work contract tax/abetment fees/GST, other GST & duties if imposed in future by the statutory authorities, the same shall be borne by the purchaser.

THE SIXTH SCHEDULE ABOVE REFERRED TO:
PART-I ADDITIONAL MANDATORY COSTS PAYABLE BY THE
PURCHASER/S TO THE DEVELOPER HEREIN:

a) Any tax or levy as may be applicable like GST, VAT as are applicable at present and also may be imposed by the government for the time being in force.

b) Stamp duty, registration fee and all other taxes, levy, miscellaneous and other allied expenses relating to these presents and also charges of Advocate/Solicitor of the Developer for preparation of the Deed of Conveyance/s and all other papers and documents that may be required to be executed and/or registered in pursuance hereof and/or relating to the said Unit/s/Flat/s/Car Parking Space/s/ and Space/s and additional stamp duty, additional registration fee, if any that may be imposed in this regard at any time.

c) Charges levied by the Developer herein for any additional or extra work done or any additional amenity or facility provided or any variation made in the said Unit/Flat.

THE SEVENTH SCHEDULE ABOVE REFERRED TO:
'RIGHTS OF THE OWNERS-VENDORS HEREIN/DEVELOPER HEREIN,
MAINTENANCE AGENCY AND ASSOCIATION'

a) Apportionment of any liability of the Purchaser/s herein in respect of any expenses, taxes, dues, levies or outgoings payable by the Purchaser/s herein pursuant to these presents or otherwise shall be done by the OWNERS-VENDORS herein/Developer herein whose decision shall be final and binding on the Purchaser/s.

b) Apportionment of any liability of the Purchaser/s herein in respect of any expenses, taxes, dues, levies or outgoings payable by the Purchaser/s herein pursuant to these presents or otherwise shall be done by the OWNERS-VENDORS herein/Developer herein whose decision shall be final and binding on the Purchaser/s.

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

d) **After completion of the project and handover thereof by the Developer- Vendor and the Owners-Vendors to the Maintenance Agency/Association**, the Maintenance Agency/ Association shall be entitled to revise and increase the maintenance charges from time to time and the Purchaser/s herein shall not be entitled to object thereto.

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

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

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

a) Comply with and observe the rules, regulations and byelaws framed by Maintenance Agency/Association from time to time.

b) Permit the OWNERS-VENDORS herein/Developer herein, Maintenance Agency and Association and their respective men agents and workmen to enter into the said Unit/s/Flat/s/Car Parking Space/s/ and Space/s for the Common Purposes or the Project;

c) Deposit the amounts for various purposes as required by the Owners-Vendors herein/ Developer herein/Maintenance Agency or the Association;

d) Use and occupy the said Unit/s/Flat/s/Car Parking Space/s/ and Space/s only for the purpose of residence;

f) Use the common Portions without causing any hindrance or obstruction to other Unit/s/Flat/s/Car Parking Space/s/ and Space/s Owner and occupants of the Buildings;

g) Keep the said Unit/s/Flat/s/Car Parking Space/s/ and Space/s and party walls, sewers, drains pipes, cables, wires, entranced and main entrance serving any other Unit/Flat in the Building/s and/or in the premises in good and substantial repair and condition so as to support shelter and protect and keep habitable the other Unit/Flats/parts of the Building/s;

h) In particular and without prejudice to the generality of the foregoing, not to make any from of alteration in or cut or damage the beams and columns passing through the said Unit/s/Flat/s/Car Parking Space/s/ and Space/s or the Common Portions for the purpose of making changing or repairing the concealed writing and pipelines or otherwise;

i) Use and enjoy the limited and specified Common Portions only to the extent required for ingress to and egress from the said Unit/s/Flat/s/Car Parking Space/s/ and Space/s of men materials and utilities;

j) Sign and deliver to the Owners-Vendors herein/Developer herein all papers applications and documents for obtaining separate electric meter or

electricity

connection for and in respect of the said Unit/Flat from the WBSEB whatever the case may be in the name of the Purchaser/s and until the same be obtained, the Owners-Vendors herein/Developer herein shall provide or cause to be provided reasonable quantum of electricity from their own sources and install at the cost of the Purchaser/s herein an electric sub-meter in or for the said Unit/s/Flat/s/Car Parking Space/s/ and Space/s and the Purchaser/s herein shall pay all charges for electricity shown by such sub-meter as consumed in or relating to the said Unit/s/Flat/s/Car Parking Space/s and Space/s;

k) Bear and pay the common expenses and other outgoings in respect of the premises proportionately and the said Unit/s/Flat/s/Car Parking Space/s/ and Space/s wholly;

l) Pay the municipal and all other rates taxes levies duties charges and impositions outgoings and expenses in respect of the Building and the Premises proportionately and the said Unit/s/Flat/s/Car Parking Space/s/ and Space/s wholly and to pay proportionate share of such rates and taxes payable in respect of the said Unit/s/Flat/s/Car Parking Space/s/ and Space/s until the same is assessed separately by the Municipality;

m) Pay for other utilities consumed in or relating to the said Unit/s/Flat/s/Car Parking Space/s/ and Space/s;

n) Allow the other Unit/s/Flat/s/Car Parking Space/s/ and Space/s Owner the right to easements and/or quasi-easements;

o) Regularly and punctuality make payment of the Common Expenses, Maintenance Charges, Municipality Taxes and other payments mentioned herein within seven days of receipt of demands or relevant bill, whichever be earlier; and

p) Observe and comply with such other covenants in respect of the common purposes as be deemed reasonable by the Owners-Vendors herein/ Developer herein and subsequently by the Association/Holding Organisation for the time being in administration.

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

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

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

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

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

e) Not to store or allow any one to store any goods articles or things in or

around the staircase lobby landings or other common areas or installation of the

Building/s;

f) Not to commit or permit to be committed any alteration or charges in pipes, conduits, cables and other fixtures and fittings serving the other Unit/s/Flat/s/Car Parking Space/s/ and Space/s in the Building/s;

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

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

i) Not to park or allow anyone to park any car at any place other than the space earmarked for parking car(s) of the Purchaser/s herein;

j) Not to let out or part with possession of the Car Parking Space/s/, if so agreed to be acquired by the Purchaser/s herein hereunder, independent of the said Unit/Flat and/or Space/s to use the same only for the purpose of parking of a medium size motor car.

k) The Purchaser/s herein agrees, undertakes and covenants not to make or cause, any objection interruption interference hindrance, obstruction or impediment for any reason or in any manner whatsoever relating to the Project or the construction and completion of the Building/s by the Developer herein including any further constructions, additions or alterations that may be made from time to time.

l) The Purchasers acknowledge at or before executing these presents that the Developer have made known to the Purchasers that the Developer shall be entitled

to acquire any other piece or parcel of land adjoining or contiguous to the said land under the First Schedule hereto (hereinafter referred to and called as the additional area) and shall be entitled to provide all the facilities and/or utilities existing hereto (excluding the common facilities provided within the said building) to the residents and or owners/ occupiers of any new building and/or buildings which may be or shall be constructed and/or promoted on the said additional area including any access and/or for the purpose of ingress in and egress from and/or through the common passages, paths and or roads area provided hereto to the such new building and/or buildings which shall be or may be constructed and/or built and/or promoted on the additional area including drainage, sewerage, transformer, generator, cable ducts, water lines and such other facilities and/or amenities and/or utilizes which are to be provided within the said Housing Complex.

**THE NINTH SCHEDULE ABOVE REFERRED TO:
RIGHT ON PURCHASER'S/S' DEFAULT**

a) In case of default/delay in making payment of any amount payable under this

memorandum (including in particular the **FIFTH, SIXTH AND EIGHTH SCHEDULES** hereto) or otherwise by the Purchaser/s to the OWNERS-VENDORS herein/ Developer herein, interest shall be payable by the Purchaser/s herein at the agreed rate of 18 per cent per annum from the due date till the date of actual payment.

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

c) In case of default in payment of any amount payable hereunder and/or in case of the Purchaser/s herein not rectifying or making good any default breach failure refusal or neglect within 15 (fifteen) days from the date of issue of the notice mentioned above, then in that event the OWNERS-VENDORS herein/Developer herein shall be entitled to cancel/terminate the Agreement.

d) In case of termination of the Agreement, without prejudice to the other rights which the OWNERS-VENDORS herein/Developer herein may have against the Purchaser/s herein, the OWNERS-VENDORS herein/Developer herein shall be entitled to deduct and retain a sum of equivalent to 3% of the total value in case the Purchaser/s herein chooses to terminate this agreement as pre-determined and agreed liquidated damages for cancellation of the Agreement and the remaining sum received by the OWNERS-VENDORS herein/Developer herein from the Purchaser/s herein shall be refunded to the Purchaser/s herein

e) Upon cancellation/termination of the Agreement being made by the Owners- Vendors herein/Developer herein all rights and/or claims of the Purchaser/s herein, if any, against the Owners-Vendors herein/Developer herein, the said Unit/s/Flat/s/Car Parking Space/s/ and Space/s, the building and/or the premises shall stated extinguished and the Owners-Vendors herein/Developer herein shall be entitled to transfer deal with and dispose or in any way as be deemed fit and proper by the Owners-Vendors herein/Developer herein and the Purchaser/s herein shall not be entitled to make or raise any objection, hindrance or claim regarding the same.

f) If any act or omission of the Purchaser/s herein results in any interruption interference hindrance obstruction impediment or delay in the Project or the construction of the buildings or any portion thereof including further constructions additions and/or alterations from time to time and/or in the transfer sale or disposal of any Unit/ flat /Car Parking Space/Servant Quarter and Space to pay to the Buildings, than in that event the Purchaser/s herein shall also be liable to pay to the OWNERS-VENDORS herein/Developer herein compensation and/or damages that may be quantified by the Developer herein.

g) Besides the aforesaid rights the OWNERS-VENDORS herein/Developer herein shall also be entitled to any other right to which the OWNERS-VENDORS

herein/Developer herein may be entitled to in law by reason of any default or breach on the part of the Purchaser/s herein.

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

SIGNED AND DELIVERED

by the **OWNERS-VENDORS** at Kolkata in the presence of:

WITNESSES:

1.

2.

OWNERS / VENDORS

SIGNED AND DELIVERED

by the **PURCHASER/S** at Kolkata in the presence of

WITNESSES:

1.

2.

PURCHASER/S

SIGNED AND DELIVERED

by the **DEVELOPER** at Kolkata in the presence of: **WITNESSES:**

1.

2.

DEVELOPER

