

THIS AGREEMENT made this the _____ day of _____, Two Thousand and _____ **BETWEEN DEVALOKE DEVELOPERS LIMITED** (PAN AACCD5151E), a company incorporated under the Companies Act, 1956 and having its registered office at 82, Garia Main Road, Mahamayatala, Kolkata 700084, represented by its Director Sukanta Kundu (PAN AGXPK0623J), son of Sankar Kundu, working for gain at 82, Garia Main Road,

Mahamayatala, Kolkata 700084, **RAFIKUL ALAM SARKAR** (PAN AKUPS8565Q), son of Late Abdul Hakim Sarkar, resident of Village Jagannathpur, P.O. : R.K. Pally , P.S. : Narendrapur, District South 24 Parganas, **ABDUR RAUF SARDAR alias ABDUR RAUF SARKAR alias ABDUL ROUF SARKAR** (PAN DFAPS4148B), son of Late Abdul Hakim Sarkar, resident of Village Jagannathpur, Post Office - R.K. Pally , Police Station - Narendrapur, District South 24 Parganas, **JAHANARA BIBI** (PAN BIDPB1838H), wife of Yunus Ali Molla and daughter of Late Abdul Hakim Sarkar resident of Village Poleghat, P.O. Jagaddal, P.S. Sonarpur, District South 24 Parganas and **HOSNEYARA BEGUM alias HOSNE ARA BIBI alias HOSENARA BIBI** (PAN BRAPB9396Q), wife of Robiyel Haq Mondal and daughter of Late Abdul Hakim Sarkar, resident of B-6 Brahmapur Place, P.O. Brahmapur Badamtala, Kolkata-700096, the said Rafikul Alam Sarkar, Abdur Rauf Sardar, Jahanara Bibi and Hosne Ara Bibi represented by their Constituted Attorney Sukanta Kundu (PAN AGXPK0623J), son of Sankar Kundu, working for gain at 82, Garia Main Road, Mahamayatala, Kolkata 700084, hereinafter collectively referred to as the **VENDORS** (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its/his/her/their respective successors, liquidators, legal representatives, heirs, executors, administrators, and assigns), of the FIRST PART

AND

_____ (PAN _____)
(Email : _____), son/daughter/wife of _____,
resident of _____,
P.O. _____, P.S. _____, _____ - 700__ AND
_____ (PAN _____)
(Email : _____), son/daughter/wife of _____,
resident of _____,
P.O. _____, P.S. _____, _____ - 700__, hereinafter
jointly referred to as the **PURCHASER** (which expression shall unless excluded by or
repugnant to the context be deemed to mean and include his/her/their respective heirs,

executors, administrators, legal representatives, nominees and assigns) of the SECOND PART

O R

_____, (PAN _____)
(Email : _____), a company incorporated under the Companies Act, 1956 and having its Registered Office at _____ P.O. _____, P.S. _____, hereinafter referred to as the PURCHASER (which expression shall unless excluded by or repugnant to the context be deemed to mean and include its liquidators, administrators, successors and assigns) of the SECOND PART

WHEREAS :

A. Devaloke Developers Limited, one of the Vendors herein, was exclusively seized and possessed of and/or otherwise well and sufficiently entitled to All That 8.18 Acres of land contained in R.S. Dag Nos. 407, 454, 408, 418, 456, 457, 412, 416, 420, 417, 419, 421, 433, 433/811, 434, 435, 436, 437, 438, 448, 439, 440, 441, 443, 442, 445, 447, 449, 450, 451, 452, 455, 458, 459, 460, 464 and 453 (being L.R. Das Nos. 449, 495, 450, 460, 497, 498, 454, 458, 462, 459, 461, 463, 473, 475, 476, 477, 478, 479, 480, 489, 481, 482, 483, 485, 484, 487, 488, 490, 491, 492, 493, 496, 499, 500, 501, 505 and 494) situate and lying at Mouza Jagannathpur ; 1.2830 Acres of land contained in R.S. Dag Nos. 400, 412, 404, 411, 417, 413, 414 and 416 (being L.R. Dag Nos. 431, 434, 439, 446, 448, 435, 436 and 447) situate and lying at Mouza Teghori ; and 2.10 Acres of land contained in R.S Dag Nos. 4, 5, 6, 14, 15, 16, 17, 18, 18/494 and 19 (being L.R. Dag Nos. 1, 2, 3, 4, 5, 6, 7, 8, 9 and 10) situate and lying at Mouza Nischintapur P.S. and Sub-Registry Office Sonarpur, all within the limits of Ward No. 8 of the Rajpur Sonarpur Municipality in the District of South 24-Parganas, such land being more fully described in the Part – I of the First Schedule hereto free from all encumbrances, charges, liens, lispensens, acquisitions, requisitions, attachments and trust of whatsoever nature, the Vendor having obtained title to the same by diverse deeds of conveyance and exchange more fully particularised in the Second Schedule hereto

B. Abdur Rauf Sarkar, one of the Vendors herein, was exclusively seized and possessed of and/or otherwise well and sufficiently entitled to the plot of land measuring 10 Decimals, equivalent to 6 Cottahs 36 square feet, be the same a little more or less, situate at Mouza Jagannathpur, J.L. No. 51, Block Sonarpur, P.S. and Sub-Registry Office Sonarpur, being a demarcated portion of the lands comprised in R.S. Dag No.459 corresponding to L.R. Dag No. 500, lying within the limits of Ward No. 8 of the Rajpur Sonarpur Municipality in the District of South 24-Parganas, such plot of land being more fully described in Part – II of the First Schedule hereto free from all encumbrances, charges, liens, lispens, acquisitions, requisitions, attachments and trust of whatsoever nature, the said Abdur Rauf Sarkar having obtained title to 9 decimals thereof by way of a Bengali Kobala dated the 7th day of May, 2002 registered in the office of the Additional District Sub-Registrar, Sonarpur in Book No. I, Volume No. 102, at Pages 396 to 402, Being No. 6111 for the year 2002 and having obtained title to 1 decimal thereof by way of a Deed of Gift dated 4th July 2013 registered in the office of the Additional District Sub-Registrar, Sonarpur in Book No. I, CD Volume No. 19 at Pages 5750 to 5777, Being No. 08269 for the year 2013

C. Rafikul Alam Sarkar, Abdur Rauf Sarkar, Jahanara Bibi and Hosne Ara Bibi, some of the Vendors herein, were jointly seized and possessed of and/or otherwise well and sufficiently entitled to the plot of land the piece and parcel of land measuring 51 Decimals, be the same a little more or less situate at Mouza Jagannathpur, J.L. No. 51, Block Sonarpur, P.S. and Sub-Registry Office Sonarpur, lying within the limits of Rajpur Sonarpur Municipality in the District of South 24-Parganas being a demarcated portion of the lands comprised in R.S. Dag No.460 corresponding to L.R. Dag No. 501, lying within the limits of Ward No. 8 of the Rajpur Sonarpur Municipality in the District of South 24-Parganas, such plot of land being more fully described in Part – III of the First Schedule hereto free from all encumbrances, charges, liens, lispens, acquisitions, requisitions, attachments and trust of whatsoever nature, the said Vendors having obtained title the same by way of inheritance.

D. In terms of a Development Agreement dated 6th June 2013 entered into by and between Devaloke Developers Limited and Rafikul Alam Sarkar, Abdur Rauf Sardar alias Abdur Rouf Sarkar, Jahanara Bibi, and Hosne Ara Bibi alias Hosenara Bibi duly registered in the office of the District Sub-Registrar - IV, South 24 Parganas and recorded therein in

Book No. I, CD Volume No. 27 at Pages 3586 to 3617, Being No. 05220 for the year 2013, it was agreed that Devaloke Developers Limited would develop the lands described in Part – III of the First Schedule hereto hereunder written on the terms and conditions appearing therein.

E. In terms of another Development Agreement dated 3rd August 2015 entered into by and between Devaloke Developers Limited and Abdur Rauf Sardar alias Abdur Rouf Sarkar duly registered in the office of the Additional District Sub-Registrar, Sonarpur and recorded therein in Book No. I, Volume No. 1608-2015 at Pages 39064 to 39098, Being No. 160804681 for the year 2015, it was agreed that Devaloke Developers Limited would develop the lands described in Part – II of the First Schedule hereunder written on the terms and conditions appearing therein.

F. Inasmuch as Devaloke Developers Limited, Rafikul Alam Sarkar, Abdur Rauf Sardar alias Abdur Rouf Sarkar, Jahanara Bibi, and Hosne Ara Bibi alias Hosenara Bibi decided that the lands described in Parts I, II and III of the First Schedule hereto would be developed by Devaloke Developers Limited as a single integrated project and the lands described in Parts I, II and III of the First Schedule hereto were thus required to be amalgamed into a single holding, Devaloke Developers Limited by a Deed of Gift dated 14th October 2015 registered at the office of the Additional District Sub-Registrar, Sonarpur and recorded therein in Book No. 1, Volume No. 1608-2015 at Pages 61500 to 61554 Being No. 160805903 for the year 2015, gifted and transferred jointly unto Rafikul Alam Sarkar, Abdur Rauf Sardar alias Abdur Rouf Sarkar, Jahanara Bibi, and Hosne Ara Bibi alias Hosenara Bibi undivided shares of land in each of the Dags described in Part I of the First Schedule hereto.

G. For the aforesaid reason, Rafikul Alam Sarkar, Abdur Rauf Sardar alias Abdur Rouf Sarkar, Jahanara Bibi, and Hosne Ara Bibi alias Hosenara Bibi by a Deed of Gift dated 14th October 2015 registered at the office of the Additional District Sub-Registrar, Sonarpur and recorded therein in Book No. 1, Volume No. 1608-2015 at Pages 61461 to 61499 Being No. 160805902 for the year 2015, jointly gifted and transferred unto Devaloke Developers Limited undivided shares of land in each of the plots/ Dags described in the Parts II and III of the First Schedule hereto.

H. Devaloke Developers Limited, RafikulAlam Sarkar, Abdur Rauf Sardar alias Abdur Rauf Sarkar, Jahanara Bibi, and Hosne Ara Bibi alias Hosenara Bibi thus became the joint owners of land in each of the plots/ Dags described in the First Schedule hereto.

I. The Rajpur Sonarpur Municipality has, on the application of Devaloke Developers Limited, Rafikul Alam Sarkar, Abdur Rauf Sardar alias Abdur Rauf Sarkar, Jahanara Bibi, and Hosne Ara Bibi alias Hosenara Bibi amalgamated the lands described in Parts I, II and III of the First Schedule hereto save and except the land contained in RS Dag No. 404 in Mouza Teghori admeasuring 0.28 Acres and RS Dag No. 436 in Mouza Jagannathpur admeasuring 3 decimals into a single holding admeasuring 36 Bighas 16Cottahs 7 Chhitaks and 21 square feet be the same a little more or less.

J. Devaloke Developers Limited, acting in furtherance of the aforesaid Development Agreement dated 6th June 2013 and the aforesaid Development Agreement dated 3rd August 2015, has obtained sanction of building plans in the name of the Vendors from the Rajpur Sonarpur Municipality being Building Plan No. 120/CB/08/48 dated 24th April 2015 and Building Plan No. 194/Rev/CB/08/16 dated 20/01/2017 consisting of 21 residential blocks and a Clubhouse. The building plan in respect of Block No. 13 and the revised plan in respect of additional floors in Block no. 12 has not yet been applied for.

K. Devaloke Developers Limited, one of the Vendors is, in terms of the aforesaid sanction, in the process of erecting the several Blocks comprised in Phases I and II of the said project in stages.

L. For the purpose of defining the allocation of Devaloke Developers Limited, Rafikul Alam Sarkar, Abdur Rauf Sardar alias Abdur Rauf Sarkar, Jahanara Bibi, and Hosne Ara Bibi alias Hosenara Bibi in respect of the aforesaid proposed construction and to enable each of them to independently deal with their respective allocations, the Vendors entered into an Allotment Agreement dated 5th July 2017 amongst themselves and therein distributed the saleable area of the different Blocks to be constructed on the land described in the Parts I, II

and III of the First Schedule hereto amongst themselves in accordance with the aforesaid Development Agreement dated 6th June 2013 and 3th August 2015.

M. Subsequent to the execution of the aforesaid Allotment Agreement dated 5th July 2017, the Vendors desired to make substantial changes to the building plans as a consequence of which there would be a change in the numbers of residential units and change in the number and type of car parking spaces.

N. Devaloke Developers Limited, acting in furtherance of the aforesaid Development Agreement dated 6th June 2013 and the aforesaid Development Agreement dated 3rd August 2015, obtained sanction of another building plan in the name of the Vendors from the Rajpur Sonarpur Municipality being Building Plan No. 180/Rev/03/08/50 dated 24th November 2018.

O. Subsequent to sanction of the aforesaid Building Plan No. 180/Rev/03/08/50 dated 24th November 2018, the Vendors entered into a revised allotment agreement dated 11th April 2019 between themselves and therein re-distributed the saleable area of the different Blocks to be constructed on the land described in the Parts I, II and III of the First Schedule hereto amongst themselves in accordance with the aforesaid Development Agreement dated 6th June 2013 and 3th August 2015 entered into by and between the Vendors and declared that the earlier Allotment Agreement dated 5th July 2017 would stand cancelled and replaced by the Allotment Agreement dated 11th April 2019.

P. In terms of such Allotment Agreement dated 11th April 2019, the units described in Part I of the Third Schedule hereto comprises the allotment of the Devaloke Developers Limited and the units described in Part II of the Third Schedule hereto jointly comprises the joint allotment of Rafikul Alam Sarkar, Abdur Rauf Sardar alias Abdur Rauf Sarkar, Jahanara Bibi, and Hosne Ara Bibi alias Hosenara Bibi.

Q. In terms of the aforesaid Allotment Agreement dated 11th April 2019, the Unit No. _____ admeasuring _____ square feet of carpet area equivalent to _____ square feet of super-built area situated on the _____ Floor of Block _____ being constructed by Devaloke Developers Limited on the lands described in the First Schedule hereto forms part of the allocation of Devaloke Developers Limited, one of the Vendors abovenamed.

R. The Purchaser abovenamed approached Devaloke Developers Limited and offered to purchase the said Unit No. _____ admeasuring _____ square feet of carpet area equivalent to _____ square feet of super-built area situated on the _____ Floor of the Block _____ being constructed by the said Devaloke Developers Limited on the lands described in the First Schedule hereto together with an open terrace contiguous to the said Unit containing an area of _____ square feet and together with the right to park _____ nos. of motor cars in the open / covered / independent / dependant / mechanical car parking space(s) at the ground / first / second / third / fourth floor level / mechanical parking (upper/lower) at and for the aggregate consideration of Rs. _____ (Rupees _____ only).

S. Devaloke Developers Limited, one of the Vendors being agreeable to sell the aforesaid Unit forming part of its allocation as aforesaid and the car parking right for the consideration proposed by the Purchaser, accepted such offer of the Purchaser on the terms and conditions hereinafter appearing.

T. The Purchaser has perused the documents of title, the aforesaid development agreements and allotment agreements and the sanctioned building plan and has satisfied himself about the right, title and interest of the Vendor and the legality of the construction.

U. The Purchaser has satisfied himself that the carpet area of the said Unit No. _____ situated on the _____ Floor of Block _____ would be _____ square feet.

V. In this Agreement, unless it is contrary or repugnant to the context or meaning, the following expressions shall have the meaning given against each item.

- a) VENDOR shall mean DEVALOKE DEVELOPERS LIMITED, RAFIKUL ALAM SARKAR, ABDUR RAUF SARDAR ALIAS ABDUR RAUF SARKAR, JAHANARA BIBI, AND HOSNE ARA BIBI ALIAS HOSENARA BIBI described above and its/his/her/their respective successors, liquidators, legal representatives, heirs, executors, administrators, and assigns its successors administrators and assigns
- b) PURCHASER shall mean _____, son/daughter/wife of _____, resident of _____ and _____, son/daughter/wife of _____, resident of _____ and his/her/their heirs, executors, administrators, legal representatives and assigns
- c) UNIT shall mean the Unit No. _____ situated on the _____ Floor of Block _____ of the building complex known as 'DEVALOKE SONAR CITY' as more fully described in Part I of the Fourth Schedule hereunder written and bordered in Red ink on the floor plan annexed hereto.
- d) CARPET AREA shall mean the net usable floor area of an apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony or verandah area and exclusive open terrace area, but includes the area covered by the internal partition walls of the apartment. This area shall be measured and certified by the Architect of the project

- e) PROPORTIONATE SHARE shall mean the undivided impartible proportionate share which is agreed, fixed and settled to be the Purchaser's share in the land, the common portions and in all other common rights and liabilities including the common expenses.
- f) COMMON PARTS shall mean the common portions more fully described in the Fifth Schedule hereunder written.
- g) COMMON EXPENSES shall mean the expenses described in the Sixth Schedule hereunder written and shall include all the costs involved in maintaining and upkeep of all the common parts as described in the Fifth Schedule.
- h) CO-OWNERS shall according to its context mean all persons who have agreed to own Units in the proposed building including the Vendor in respect of the unacquired Units till such flats are acquired by others.
- i) PLAN shall mean sanctioned building plan obtained from the Rajpur Sonarpur Municipality in respect of the buildings on the property described in the First Schedule hereto being Building Plan No. 120/CB/08/48 dated 24th April 2015, Building Plan No. 194/Rev/CB/08/16 dated 20/01/2017 and Building Plan No. 180/Rev/03/08/50 dated 24th November 2018 as also further plans to be obtained from such Municipality together with all modifications and amendments thereto.
- j) MAINTENANCE ASSOCIATION shall mean the association of the owners/purchasers of different units in the proposed buildings to be collectively known as "Devaloke Sonar City" to be constituted for management of the common areas and common services including the Club House.
- k) FORCE MAJEURE shall mean acts of God, flood, earthquake, riot, war, storm, tempest, civil commotion, strike, labour trouble, order of injunction, action by the government or any agency thereof and/or any other act or commission beyond the reasonable control of the parties hereto.

- l) ARCHITECT shall mean 'Subir Basu & Associates' of 4 Broad Street, Kolkata 700019 appointed by the Vendor.
- m) ADVOCATE shall mean Mr. Rudradeb Chaudhuri of 34 Ballygunge Circular Road, Kolkata 700019.

That the Singular includes Plural and vice-versa and Masculine includes Feminine and Vice-Versa.

NOW THIS AGREEMENT WITNESSETH and it is hereby agreed and declared by and between the parties as follows :

1. The Purchaser agrees to acquire the Unit No. _____ admeasuring _____ square feet of carpet area equivalent to _____ square feet of super-built area situated on the _____ Floor of Block _____ of the building complex known as 'DEVALOKE SONAR CITY' being erected by Devaloke Developers Limited, one of the Vendors, on the property described in the First Schedule hereunder, such Unit being more fully described in Part I of the Fourth Schedule hereunder written together with undivided proportionate share in the land and common areas together with the right to park _____ nos. of motor cars in the open / covered / independent / dependant / mechanical car parking space(s) at the ground / first / second / third / fourth floor level / mechanical parking (upper/lower), more fully described in Part II of the Fourth Schedule hereunder on the terms and conditions herein contained.
2. The consideration payable by the Purchaser to Devaloke Developers Limited, one of the Vendors for the said Unit/Flat described in the Part I of the Fourth Schedule hereto alongwith the proportionate share in the land as well as the said car parking right described in the Part II of the Fourth Schedule hereto will be the amount mentioned in

Part - I of the Fifth Schedule hereunder written and payable in the manner set out in Part - II of the Fifth Schedule hereunder written.

3. The Purchaser has duly inspected, seen and approved the plans that have been sanctioned by Rajpur Sonarpur Municipality and has no objection thereto and has also agreed and does hereby agree that the Vendors may make such variations and/or modifications therein as may be deemed necessary or expedient or as may be required to be done by the Vendors at their instance or at the instance of the Municipality or any other local authority and hereby expressly accords his/her/their consent thereto. Such modifications may be in the sanctioned plans, layout plans or common areas. Devaloke Developers Limited, one of the Vendors may also acquire additional plots of land contiguous to the property described in the First Schedule hereto, whether by purchase or joint venture agreement or otherwise and develop such lands as a part of the building complex known as 'DEVALOKE SONAR CITY' with Purchasers of Units erected on such additional plots being entitled to the use of all common areas and facilities erected or constructed on the lands described in the First Schedule hereto.
4. Devaloke Developers Limited, one of the Vendors has informed the Purchaser that the Devaloke Developers Limited has obtained credit facilities from the State Bank of India for the purposes of the project and has created mortgage of, inter alia, a portion of the property described in the Part I of the First Schedule hereto as security in respect thereof. Devaloke Developers Limited, one of the Vendors undertakes to have the said Unit released from such charge immediately upon the Purchaser making payment of all amounts payable under this Agreement.
5. The Purchaser has also prior to the execution of this agreement taken inspection of all relevant documents of title in respect of the land and/or buildings and agrees not to question the same or put any requisition henceforth with regard thereto.

6. Any amount paid by the Purchaser to Devaloke Developers Limited, one of the Vendors in terms as aforesaid shall not carry any interest.
7. The sale of an undivided proportionate share in the land to the Purchaser in terms hereof shall be free from encumbrances but subject to the other provisions hereof.
8. Devaloke Developers Limited, one of the Vendors shall construct and complete the construction of the said Unit in the manner as mentioned in the Sixth Schedule hereunder written within 28th February 2021 / 2022 with a grace period of a further twelve months beyond such date unless prevented by force majeure or for any reason beyond the control of the Vendors subject to the Purchaser making punctual payments and observing and performing the terms, conditions and covenants as are on his part to be observed and performed as herein contained.
9. Devaloke Developers Limited, one of the Vendors shall within the date of delivery of the said Unit, construct, install and/or complete the Common Areas in the manner and with the general amenities and provisions as described in the Eighth Schedule hereto (insofar as it relates to the Common Areas) and as be necessary for egress and ingress to and/or from the Unit and making the Unit habitable and tenantable and the remaining parts of the common portions shall be constructed and/or completed by the said Devaloke Developers Limited within a reasonable time and in the manner and with general amenities and provisions hereunder written (insofar as such remaining part of the common portions are concerned). The decision of the Architect shall be final in respect of all issues concerning workmanship, quality of materials used in the construction and fittings supplied.
10. In case by reason of the contract herein made by the Purchaser with the Vendors for sale of the unit and the common portions, the Vendors be exposed to any liability for

payment of GST, Sales Tax, Service Tax, Value Added Tax or any other statutory liabilities, etc., then and in such event the same shall be the liability of the Purchaser and the Purchaser shall forthwith on demand by the Vendors pay to the Vendors the same and shall also indemnify and keep the Vendors saved harmless and indemnified against all costs, charges, expenses, losses, actions and proceedings in respect thereof.

11. In addition to the price mentioned in Part - I of the Fifth Schedule hereto, the Purchaser shall also pay to Devaloke Developers Limited, one of the Vendors the proportionate costs, expenses, deposits and charges for electricity meter, transformer, HT and LT cable, generator, documentation charges & maintenance cost deposit as applicable.
12. The Purchaser shall also pay wholly the costs of stamp fees, registration charges and miscellaneous expenses for this document and all documents to be executed in pursuance hereof and shall deposit with Devaloke Developers Limited the estimated value thereof at or before the date of taking possession.
13. All amounts mentioned in Clause 10 and 11 hereinabove shall be paid by the Purchaser to Devaloke Developers Limited, one of the Vendors 15 (fifteen) days before the date of possession of the said Unit or the date of execution of the Deed of Conveyance, whichever is earlier. In case the exact liability on any head cannot be quantified, then the payment shall be made by depositing an adhoc sum of Rs. 50,000/- (Rupees fifty thousand) and the amount will be adjusted as per accounts submitted by Devaloke Developers Limited within a reasonable time.
14. It is clarified that if by reason of such additions and/or alterations and/or for providing additional work and/or facility and/or utility as aforesaid any delay is made in completion of the construction of the Unit and common portions thereby causing delay

in the delivery thereof from the agreed date of delivery, the Vendors shall not be liable for any damages or costs.

15. Until the date of actual delivery of possession of the Unit, Devaloke Developers Limited, one of the Vendors shall exclusively be entitled to use and possess the Unit and every part thereof.
16. Upon delivery of possession of the Unit, the Purchaser shall be entitled to use and possess the same and every part thereof exclusively and be entitled to the rents issues and profits thereof.
17. At any time hereafter and upon payment of all the dues of the Vendors and/or the Maintenance Association hereunder and upon due observance and performance of the terms covenants and conditions as are on the part of the Purchaser to be paid, observed and performed, the Purchaser shall be entitled to nominate, sell, lease, mortgage, charge, let out or part with the possession of the Unit along with the said undivided impartible proportionate share in the land and the common portion provided however as follows :
 - a) Devaloke Developers Limited, one of the Vendors shall be paid a Nomination charge calculated @ Rs. 75/- (Rupees seventy five) per square feet of carpet area of the Unit in respect of each nomination ;
 - b) Any such nomination, transfer, lease, mortgage, charge and/or letting out shall be subject to the terms covenants and the conditions contained in this agreement as are on the part of the Purchaser to be paid, observed and performed save to the extent already observed and performed ;
 - c) The Purchaser shall pay all increase in the Municipal rates and taxes and other outgoing as may be occasioned due to the letting out of the said Unit.
 - d) The Nomination agreement shall be prepared by the Advocate defined above. The fees of the Advocate for drafting such Nomination Agreement shall be Rs. 7,500/-

to be paid by account payee cheques drawn in the name of Mr. Rudradeb Chaudhuri and made over to Devaloke Developers Limited, one of the Vendors.

- e) The Purchaser shall however not have the right to make any nomination within twenty four months from the date of this agreement.

It is however agreed and understood that in the event the Purchaser has obtained credit facilities from any bank or financial institution for the purpose of financing the purchase of the Unit, no nomination will be made without first obtaining a 'no objection certificate' from such bank or financial institution.

18. The Purchaser shall not for any reason whatsoever obstruct the Vendors' completion of construction of any part of the building and/or the proposed building notwithstanding any temporary inconvenience to the Purchaser in enjoyment of the Unit and the common portions.
19. The Purchaser shall not for any reason whatsoever obstruct the Vendors in its transferring the remaining share in the land and/or the other portions of the proposed building and/or parts thereof to any person or persons.
20. During construction and at all times thereafter till the said date of delivery, the Unit and the said undivided proportionate share in the land shall be at the risk of the Vendors and thereafter the same shall be at the risk of the Purchaser. The Purchaser shall not request the Vendors to permit workmen engaged by the Purchaser to either have access to the said Unit or to carry on any work of whatever nature therein before the date of delivery of possession.
21. The Purchaser shall become liable to pay proportionate share of the common expenses upon the expiry of 15 days from the date of issuance of the notice of taking

delivery of the said unit or from the date of actual delivery of possession, whichever is earlier.

22. The Purchaser shall, within 15 days of receipt of notice of possession and in any event before taking delivery of possession, fulfil his covenants herein as are on his part to be observed and fulfilled till the date of delivery.
23. The Unit shall for all purposes to deemed to be completed as soon as the flat therein be internally completed and the Vendors provide egress and ingress thereto and water and sewerage connection therein and obtains completion certificate from either the Rajpur Sonarpur Municipality or the Architect.
24. Before the date of delivery of the Unit or the date of execution of the Deed of Conveyance, whichever is earlier, the purchaser shall :
 - a) Pay to Devaloke Developers Limited, one of the Vendors all amounts then remaining payable as consideration for the said Unit and the undivided impartible proportionate share in the land as mentioned in parts I and II of the Fifth Schedule hereunder written.
 - b) Deposit with Devaloke Developers Limited, one of the Vendors the amounts for the purposes and on the conditions as mentioned in Part-III of the Fifth Schedule hereunder written.
 - c) Pay to Devaloke Developers Limited, one of the Vendors the further amounts for the purposes and on conditions mentioned in Clauses 12 and 13 hereof, if any, if the same be then remaining due and payable.
25. As from and after the date of delivery the Purchaser covenants :
 - a) To co-operate with the Vendors and the Maintenance Association in the management and maintenance of the common portions of the building and the common services

- b) To observe the rules framed from time to time by Devaloke Developers Limited, and upon its formation by the Maintenance Association, for quiet, peaceful and beneficial enjoyment of the Unit and/or the common portions and services.
 - c) Not to obstruct the construction and completion of the building and/or proposed building in any manner whatsoever notwithstanding any temporary inconvenience to the Vendors' enjoyment of the Unit.
 - d) To allow the Vendors and/or the Maintenance Association and its workmen to enter into the Unit for carrying out all work required for the common purposes.
 - e) To pay proportionate share of the common expenses regularly and punctually as billed by Devaloke Developers Limited / Maintenance Association.
 - f) To pay regularly and punctually all outgoings and the rates and taxes, for and/or in respect of the land and proposed building proportionately and for the Unit wholly.
 - g) To pay for all the charges for electricity and other utilities/services in or relating to the Unit.
 - h) Not to part with possession of any allotted car parking space to any individual, body corporate or anyone who does not already own any residential flat in the said building.
 - i) Not to use or utilize the said flat or any part thereof or any car parking space for any commercial, professional, trading or manufacturing activities of any nature nor to allow such areas to be used for any purpose other than for residential purpose or for the parking of a motor vehicle.
26. All the aforesaid covenants of the Purchaser shall be deemed to be the covenants running with the land.
27. All payment to be made by the Purchaser as mentioned in Clause 25 (e) and (f) hereinabove written shall be made from time to time and within 15 days of the Vendors/Maintenance Association sending its bill and/or demand for the same to the Purchaser. In the event of delay in making payment, the purchaser will be liable to

make payment of interest at the rate of 1 (one) percent per month compounded monthly in respect of all amount not paid within the due date by which the same was required to be paid.

28. After the date of delivery, if any additions and/or alterations to the buildings are thereafter required to be carried out at the instance of Rajpur Sonarpur Municipality or any other statutory authority, the same shall be carried out by the Purchaser insofar as they relate to the Unit and by the co-owners of the building including the Purchaser insofar as they relate to the common portions in the building and the Vendors shall not be made liable and/or responsible for the same. The Purchaser shall not make any addition or alteration or deviation to or in respect of the said Unit even after receipt of possession thereof at any time before the Completion Certificate is obtained from the Rajpur Sonarpur Municipality.
29. Devaloke Developers Limited, one of the Vendors shall, after completion of the proposed buildings and delivery of possession thereof to all persons who have purchased / agreed to purchase Units in the said project, constitute an Association of such unit owners for the purpose of maintenance of the common areas and common services. The costs of formation of such Association shall be Rs. 10,000/- (Rupees ten thousand) per unit borne by all unit owners. Formation/constitution of such association will not include steps for registration of the said Association which may be done by the unit owners themselves if they so desire at their own cost.
30. The Purchaser shall, prior to taking possession of the said Unit, deposit with Devaloke Developers Limited, one of the Vendors an amount equivalent to Rs. 50/- (Rupees Fifty) per square foot of carpet area of the said Unit towards maintenance charges of the common areas and services for a period of one year from the date of possession of the Unit and shall also and at the same time deposit with the said Devaloke Developers Limited an amount equivalent to Rs. 40/- (Rupees Forty) per square foot

of carpet area of the said Unit towards a sinking fund. Such sinking fund deposit will be made over by Devaloke Developers Limited to the Maintenance Association simultaneously with responsibility for maintenance of the common areas and services being made over to such Association. Such sinking fund will be used by the Maintenance Association for meeting capital expenses.

31. The said Devaloke Developers Limited shall upon completion of the proposed buildings in all respects and upon completion of all transfers envisaged hereunder and upon constitution of the Maintenance Association transfer to the Maintenance Association all the Vendors' rights and obligations with regard to common purposes.
32. Until the time the management and maintenance of the common areas and facilities is made over to the Maintenance Association constituted as aforesaid, Devaloke Developers Limited, one of the Vendors shall manage and maintain the common portions by itself or through its nominee or nominees in a proper and decent manner at the expenses of the co-owners and upon formation of such Maintenance Association the maintenance of the common portions shall be handed over and/or be the responsibility of such Association. No maintenance charges shall however be payable in respect of residential units in respect of which agreement for sale have not been entered into by the Vendors abovenamed and which are still unsold.
33. The Purchaser does hereby nominates constitutes and appoints Devaloke Developers Limited as his/her/their true and lawful Attorney for the purposes as follows :
 - a) To apply for and obtain connection for electricity and/or other utilities and other facilities for and/or relating to the unit and/or the proposed building and/or any of them.
 - b) To form the Association.
 - c) To do all works for which various payments and/or deposits as are agreed to be made by the Purchaser in terms of this agreement.

34. The Purchaser agrees to grant in favour of Devaloke Developers Limited, one of the Vendors and/or its nominee or nominees such further powers, authorities and confirmations and to sign and execute all papers and documents as be reasonably required by the Vendors for the aforesaid purpose.
35. All costs charges and expenses for and in connection with the aforesaid shall be borne and paid by the Purchaser and/or proportionately by the Co-owners of the other Units as the case may be.
36. The form and the mode of transfer and the terms conditions and covenants of the Deed of Conveyance and all documents to be executed in pursuance hereof shall be such as be drawn, settled and finalised by the Advocate defined above. All steps for registration of this agreement of sale and preparation and registration of the Deed of Conveyance will also be taken through the Advocate defined above and will be at the cost of the Purchaser.
37. All costs, charges and expenses for Stamp Duty, Registration Fees and Fees of the Advocates for the transfer of the said Unit in favour of the Purchaser shall be borne and paid by the Purchaser absolutely. Any GST, Contract Tax, Sales Tax or any levy charged/chargeable by the Government at a subsequent date shall be paid by the Purchaser. The Purchaser shall, before obtaining possession of the said Unit, deposit with Devaloke Developers Limited an amount equal to that estimated by the Advocate as liable to be incurred on account of stamp duty, registration charges and miscellaneous expenses.
38. The fees of the Advocate for drafting of this Agreement and drafting the Deed of Conveyance shall be Rs. 15,000/- (Rupees fifteen thousand), out of which Rs.7,500/- shall be paid by the Purchaser simultaneously with the execution of this

agreement and the balance Rs. 7,500/- at or before the date of possession or the date of execution of the Deed of Conveyance, whichever is earlier. The fees of the Advocate shall be paid by account payee cheques drawn in the name of Mr. Rudradeb Chaudhuri and is to be made over to Devaloke Developers Limited.

39. The Purchaser shall not be entitled to use the said Unit for any illegal or immoral purpose or in any manner which may be found offensive by other unit owners.
40. Land underneath of the said building shall always remain common and/or impartible and the Purchaser shall not be entitled to seek for partition of the land.
41. All outgoings in respect of the Unit shall be borne by Devaloke Developers Limited, one of the Vendors till the date of handing over of possession in habitable condition as aforesaid or till the date of obtaining of the completion certificate, whichever is earlier. All outgoings thereafter will be borne by the Purchaser.
42. (a) A Club House building is to be constructed by Devaloke Developers Limited on a portion of the land. The entirety of the ground floor of the club house building save and except the electrical room, security room and the two entrance lobbies leading to the upper floors of the club house building will remain the exclusive property of Devaloke Developers Limited and may be used in such manner as Devaloke Developers Limited deems fit and proper. The upper floors of such building will house the Club to be known as 'Sonar Tori" and will form part of the common areas. Purchasers of Units at Devaloke Sonar City will be entitled to use the facilities provided at Sonar Tori and in such club-house upon making regular payment of such monthly/yearly subscription as may be decided by the Vendors / Maintenance Association from time to time and upon abiding by all rules and regulations framed by the Vendors / Maintenance Association for use of the Club. The facilities intended to be provided in the club / club-house are described in the Ninth Schedule hereto.

(b) It is expressly made clear that the membership of the Purchaser to the Club shall cease upon the Purchaser transferring the Unit in favour of a third party. It is hereby clarified that the Club membership is not transferable and can only be used by the Purchaser and his /her immediate family members in accordance with the rules and regulations of the Club. Nothing contained in this Agreement shall be deemed to confer any right on a subsequent transferee, tenant, lessee or licensee of the Unit to be entitled to use the facilities of the Club solely on the basis of being in possession of the Unit.

(c) The rights and obligations of the Purchaser as a member of the Club and the detailed terms and conditions of membership and rules and regulations governing use of the Club facilities will be formulated by the Vendors / Maintenance Association, as the case may be, in due course and circulated to members before the Club is made operational. The Purchaser agrees, undertakes and covenants to abide by such rules and make payment of all periodic subscriptions and other expenses relating thereto. On failure of the Purchaser to regularly pay the charges, subscription, etc. in respect of the Club, the Vendors / Maintenance Association, as the case may be, shall be entitled to restrict the Purchaser's entry to the Club and withdraw all the privileges of the Club to the Purchaser, and the Purchaser hereby gives his/her/their unfettered consent to the same.

43. If the Purchaser intends to cancel this agreement of his own volition, he shall do so by way of a written communication addressed to Devaloke Developers Limited, one of the Vendors abovenamed. Upon receipt of such communication, Devaloke Developers Limited shall, within 45 (forty five) days of receipt thereof, refund to the Purchaser the amounts actually paid by the purchaser in terms of this agreement without any interest thereon. Devaloke Developers Limited shall however, before returning such sum deduct therefrom an amount equal to 10 (ten) percent of the total

consideration payable for the said unit and car parking right. Such deduction shall be as and by way of liquidated damages and will not be disputed by the Purchaser. Devaloke Developers Limited shall, immediately upon receipt of the notice of cancellation, be entitled to deal with the said unit in any manner it deems fit and proper including selling such unit to others free from all encumbrances, claim, charge or right of the Purchaser. Such cancellation and refund will however be subject to force majeure.

44. In the event the Purchaser fails and neglects to make payment of any of the instalments specified in Part II of the Fifth Schedule hereto within the due date for making payment of such individual instalment, the Purchaser shall be liable to make payment of interest at the rate of 2 percent per annum in excess of the State Bank of India Prime Lending Rate compounded monthly in respect of all amount not paid within the due date by which the same was required to be paid.

45. In the event the Purchaser fails and neglects to make payment of any of the instalments specified in Part II of the Fifth Schedule hereto in spite of thirty days having elapsed after the due date for making payment of such individual instalment, Devaloke Developers Limited will, upon giving 15 days notice in writing to the Purchaser, be entitled to terminate this agreement and to deal with the said unit in any manner it deems fit and proper including selling such unit to others free from all encumbrances, claim, charge or right of the Purchaser. Devaloke Developers Limited shall, in the event it terminates the instant agreement as aforesaid, within 45 (forty five) days of such termination, refund to the Purchaser the amounts actually paid by the purchaser in terms of this agreement without any interest thereon. Devaloke Developers Limited shall however, before returning such sum deduct therefrom an amount equal to 10 (ten) percent of the total consideration payable for the said unit and car parking space. Such deduction shall be as and by way of liquidated damages and will not be disputed by the Purchaser.

46. Any delay or indulgence by the Vendors in enforcing the terms and conditions of this Agreement or any forbearance of giving of time to the Purchaser shall not be construed as waiver on the part of the Vendors of any breach or non-compliance of any of the terms and conditions of this agreement by the Purchaser nor shall the same in any manner prejudice the rights of the Vendors.
47. If upon actual measurement being taken prior to handing over of possession of the Unit the area of the said Unit is found to be a little more or less than that mentioned herein, the sale price of the Unit will be adjusted accordingly and if any further sum is found to be payable by the Purchaser on such account, the same will be paid by the Purchaser to Devaloke Developers Limited before possession is made over to the Purchaser or before the date of execution of the Deed of Conveyance, whichever is earlier. If any sum is found to be refundable to the Purchaser on such account, the same will be refunded by Devaloke Developers Limited to the Purchaser simultaneously with handing over of possession of the Unit. Variation in size of the Unit will not be by more or less than 2 percent of the carpet area of the Unit mentioned in Part I of the Fourth Schedule hereunder written.
48. In the event Devaloke Developers Limited fails and neglects to construct and complete the construction of the said Unit in the manner as mentioned in the Sixth Schedule hereunder written within a further grace period of twelve months after the expiry of the month of February 2021 / 2022 as agreed aforesaid unless prevented by force majeure or for any reason beyond the control of the Vendors and in spite of the Purchaser making punctual payments and observing and performing the terms, conditions and covenants as are on his part to be observed and performed, Devaloke Developers Limited will pay to the Purchaser liquidated damages in the form of interest at the rate of 2 percent per annum in excess of the State Bank of India Prime Lending Rate compounded monthly calculated upon the net amount received by Devaloke

Developers Limited from the Purchaser towards the price of the Unit. Such interest will be paid in respect of the period 1st March 2022 / 1st March 2023 till the date construction of the said Unit is completed.

49. If the main door of the said Unit is at any time replaced by the Purchaser for whatever reason, the Purchaser will replace the same with another door of identical design and finish. If the Purchaser intends to fit window grilles and/or collapsible gates, the same shall be of the design and specification as decided upon by the Architect appointed by Devaloke Developers Limited. The Purchaser shall also not enclose any balconies nor install air conditioners except at the spaces designated for the same nor change the outer elevation of the building in any manner and shall adhere to the colour scheme decided upon by the Architect and/or the Owners' Association in respect of all areas visible from outside the Unit.
50. All letters, receipts and/or notices issued by the Vendor and despatched under registered post with acknowledgment due to the address of the purchaser as mentioned in this Agreement or sent by email to the email address provided by the Purchaser will be sufficient proof of despatch of the same to the Purchaser and shall effectually discharge Devaloke Developers Limited. The Purchaser will be deemed to have received such notice etc. twenty-four hours after the same has been sent by email or on the seventh day after the same is despatched by post with sufficient postage paid thereon.
51. All disputes and differences by and between the parties hereto in any way related to or connected with the Premises and/or the Unit and / or this Agreement and / or anything done in pursuance hereof shall be referred to the sole arbitration of Mr. Rudradeb Chaudhuri, Advocate of 34 Ballygunge Circular Road, Kolkata 700019 and will be adjudicated in accordance with the Arbitration and Conciliation Act, 1996. The said Arbitrator shall have the right to proceed summarily and to make interim awards.

52. No term or condition of this agreement shall be changed at any time unless the same is in writing duly signed by the parties hereto and it will not be open to any of the parties to allege that any oral agreement de hors this agreement was entered into.
53. This agreement is being prepared and executed in two originals, one being retained by the Vendor and the other by the Purchaser.

THE FIRST SCHEDULE ABOVE REFERRED TO

PART I

ALL THAT 8.180 Acres of land contained in R.S. Dag Nos. 407, 454, 408, 418, 456, 457, 412, 416, 420, 417, 419, 421, 433, 433/811, 434, 435, 436, 437, 438, 448, 439, 440, 441, 443, 442, 445, 447, 449, 450, 451, 452, 455, 458, 459, 460, 464 and 453 (being L.R. Das Nos. 449, 495, 450, 460, 497, 498, 454, 458, 462, 459, 461, 463, 473, 475, 476, 477, 478, 479, 480, 489, 481, 482, 483, 485, 484, 487, 488, 490, 491, 492, 493, 496, 499, 500, 501, 505 and 494) situate and lying at Mouza Jagannathpur ; 1.2830 Acres of land contained in R.S. Dag Nos. 400, 412, 404, 411, 417, 413, 414 and 416 (being L.R. Dag Nos. 431, 434, 439, 446, 448, 435, 436 and 447) situate and lying at Mouza Teghori ; and 2.10 Acres of land contained in R.S Dag Nos. 4, 5, 6, 14, 15, 16, 17, 18, 18/494 and 19 (being L.R. Dag Nos. 1, 2, 3, 4, 5, 6, 7, 8, 9 and 10) situate and lying at Mouza Nischintapur P.S. and Sub-Registry Office Sonarpur, all within the limits of Ward 8 of the RajpurSonarpur Municipality in the District of South 24-Parganas exclusively owned by Devaloke Developers Limited till execution of the two several registered Deeds of Gift, both dated 14thOctober 2015.

PART II

ALL THAT the plot of land measuring 10 Decimals, equivalent to 6 Cottahs 36 square feet, be the same a little more or less, situate at Mouza Jagannathpur, J.L. No. 51, Block Sonarpur, P.S. and Sub-Registry Office Sonarpur, being a demarcated portion of the lands comprised

in R.S. Dag No.459 corresponding to L.R. Dag No. 500, lying within the limits of Ward No. 8 of the Rajpur Sonarpur Municipality in the District of South 24-Parganas exclusively owned by Abdur Rauf Sarkar till execution of the two several registered Deeds of Gift, both dated 14th October 2015

PART III

ALL THAT the piece and parcel of land measuring 51 Decimals, be the same a little more or less situate at Mouza Jagannathpur, J.L. No. 51, Block Sonarpur, P.S. and Sub-Registry Office Sonarpur, lying within the limits of RajpurSonarpur Municipality in the District of South 24-Parganas being a demarcated portion of the lands comprised in R.S. Dag No.460 corresponding to L.R. Dag No. 501, lying within the limits of Ward No. 8 of the RajpurSonarpur Municipality in the District of South 24-Parganas exclusively owned by RafikulAlam Sarkar, AbdurAbdur Rauf Sarkar, Jahanara Bibi and Hosne Ara Bibi till execution of the two several registered Deeds of Gift, both dated 14th October 2015.

THE SECOND SCHEDULE ABOVE REFERRED TO

JAGANNATHPUR MOUZA

<u>SL NO.</u>	<u>DEED NO.</u>	<u>R.S DAG NO.</u>	<u>L. R DAG NO.</u>	<u>PURCHASED AREA IN DECIMAL</u>	<u>NAME OF SELLERS</u>
1.	2012/08dt.31.01.2007 Book1,CD Volume 67 Page No. 1125 to1138 A.R.A.1, Kolkata.	440	482	12.00	BasirDhali
		441	483	11.00	
		443	485	7.00	
2.	2015/08dt.31.01.2007 Book1,CD Volume 67 Page No.1152to1165 A.R.A.1, Kolkata	442	484	25.00	Asraf Ali Bhangi
3.	2016/08dt.31.01.2007 Book1,CD Volume 67 Page No. 1166 to 1178 A.R.A.1, Kolkata	449	490	47.00	Arjed Ali Seikh

4.	2044/08dt.31.01.2007 Book1, CD Volume 67 Page No. 1657 to 1668 A.R.A.1, Kolkata	434	476	8.00	Year Ali Sardar
5.	7118/08dt.31.01.2007 Book1,CD Volume 76 Page No.8314 to 8330 A.R.A.1,Kolkata.	433/811	475	6.00	Abdul Karim Gayen & Ors.
6.	7128/08dt.31.01.2007 Book1,CD Volume 76 Page No.8398 to 8415 A.R.A.1, Kolkata.	433	473	12	Abdul Karim Gayen & Ors.
7.	2021/08dt.14.03.2007 Book1, CD Volume 67 Page No.1237to 1251 A.R.A.1, Kolkata.	439	481	14	Ahmed Ali &Ors
8.	2030/08dt.14.03.2007 Book1,CD Volume 67 Page No.1526to1551 A.R.A.1, Kolkata	435 436 437	477 478 479	10.00 1.00 6.00	Jiyad Ali Mondal & Ors.
9.	2033/08dt.14.03.2007 Book1, CD Volume 67 Page No. 1526 to 1551 A.R.A.1, Kolkata.	452 455	493 496	4.00 4.00	Ajida Bibi
10.	2048/08 dt.14.03.2007 Book1, CD Volume67 PageNo.1669 to1695 A.R.A-1, Kolkata.	450 451	491 492	37.00 30.00	Jiyad Ali Mondal & Ors.
11.	3428/10 dt. 25.07.2007 Book1, CD Volume10 Page No. 478to 496 A.D.S.R., Sonarpur	450 451	491 492	3.00 2.00	Anwar Ali Mondal
12.	3429/10 dt. 25.07.2007 Book1, CD Volume10 Page No. 497to 513 A.D.S.R.,Sonarpur	435 436 437	477 478 479	4.00 1.00 2.00	Anwar Ali Mondal
13.	8721/08 dt. 21.08.2007 Book1, CD Volume 79	421	463	5.00	Sakila Bibi

Page No.260to 272 A.R.A.1, Kolkata					
14.	8742/08 dt. 21.08.2007 Book1, CD Volume79 Page No. 484to 495 A.R.A-1, Kolkata.	407 454	449 495	5.00 20.00	Ahed Ali Bhangi
15.	8832/08dt: 21.08.2007 Book1, CDVolume 79 Page No.1833to 1849 A.R.A.1, Kolkata.	452 455	493 496	18.00 19.00	Ahed Ali Bhangi &Ors
16.	1406/08 dt: 28.02.2008 Book1, CD Volume2 Page No. 2955to 2968 A.D.S.R., Sonarpur	421	463	8.00	Asraf Ali Bhangi
17.	2549/08 dt. 19.03.2008 Book1, CD Volume 5 Page No.4756to 4775 A.D.S.R. Sonarpur	458	499	30.00	Sahebjan & Ors.
18.	2550/08 dt. 19.03.2008 Book1, CD Volume5 Page No.4776to 4795 A.D.S.R. Sonarpur	416 420	458 462	8.50 25.00	Rabia Bibi &Ors.
19.	2637/08 dt: 26.03.2008 Book1, CD Volume6 Page No. 894to 907 A.D.S.R. Sonarpur	421	463	4.00	Ramjan Ali Mondal
20.	2639/08 dt: 26.03.2008 Book1, CD Volume6 Page No.927to 940 A.D.S.R. Sonarpur	460	501	20.00	Sahara Banu & Ors.
21.	3194/11 dt. 25.04.2011 Book1, CD Volume11 Page No. 1842to 1856 D.S.R-IV, 24 Pgs(S)	460	501	16.00	Dawood Ali Bhangi
22.	8302/11 dt. 17.11.2011 Book1, CD Volume27 Page No.4658to 4673 D.S.R-IV, 24 Pgs(S).	460	501	16.00	Jobeda Bibi

23. 10937/08 dt. 10.11.2008 Book1, CD Volume38 Page No. 225to 239 A.D.S.R. Sonarpur	419	461	10.00	Nur Hosen Dhali
24. 5016/10dt. 25.06.2010 Book1, CD Volume17 Page no. 4951to 4966 D.S.R-IV, 24Pgs (S).	412	454	30.00	Maleka Begum &Ors.
25. 9355/08 dt.10.09.2008 Book1, CD Volume26 Page No. 2212to 2228 A.D.S.R. Sonarpur	417	459	21.00	Sofia Bibi &Ors.
26. 12070/08 dt. 05.12.2008 Book1, CD Volume45 Page No.148to 166 A.D.S.R. Sonarpur	445 447	487 488	5.00 6.00	Ahmmad Hossein Mondal & Ors.
27. 12071/08 dt. 05.12.2008 Book1, CD Volume45 Page No.167to 184 A.D.S.R. Sonarpur	438 448	480 489	27.50 43.00	Giyasuddin Mondal &Ors.
28. 1028/09 dt. 30.01.2009 Book1, CD Volume3 Page No.5072to 5089 A.D.S.R. Sonarpur	458	499	24.00	Enayet Hossain & Ors
29. 2836/08 dt. 24.02.2009 Book1, CD Volume8 Page No. 5422to 5458 A.D.S.R. Sonarpur	408 418 457 456	450 460 498 497	16.00 10.00 92.00 24.00	RafikulAlam Sarkar &Ors.
30. 9252/08 dt.15.09.2008 Book1, CD Volume26 Page No. 630to 643 A.D.S.R. Sonarpur	412	454	8.00	Seikh Ahmed Hussain
31. 5017/10dt. 25.06.2010 Book1, CD Volume17 Page No.4697to 4986 D.S.R-IV, 24Pgs (S).	464	505	16.00	Rizia Bewa &Ors.
32. 7231/10 dt. 21.09.2010 Book1, CD Volume 25 Page No.1662to 1678 D.S.R-IV, 24Pgs (S).	459	500	25.00	RafikulAlam Sarkar &Ors.

33.	8644/11dt. 25.07.2011 Book1, CD Volume20 Page No.5300to 5312 A.D.S.R. Sonarpur, W.B.	453	494	9.50	Farahabul Bhangi
34.	946/13 dt. 7.02.2013 Book1, CD Volume5 Page No.1291to 1305 D.S.R-IV, 24 Pgs(s)	453	494	9.50	Mohinur Bhangi
35.	14528/12 dt. 1.12.2012 Book1, CD Volume 38 Page No.4897 to 4916 Being No.14528 of 2012 A.D.S.R. Sonarpur, W.B.	436	478	1.00	Sanat Kumar Chattopadhyay &Ors.

TEGHARI MOUZA

<u>SL NO.</u>	<u>DEED NO.</u>	<u>R.S DAG NO.</u>	<u>L. R DAG NO.</u>	<u>PURCHASED AREA IN DECIMAL</u>	<u>NAME OF SELLERS</u>
36.	8771/08 dt. 31.08.2007 Book1, CD Volume 79 Page No. 837 to 852 A.R.A-1, Kolkata.	404	439	25.00	Ramjan Ali Seikh&Ors.
37.	10196/12 dt. 28.12.2012 Book1, CD Volume 36 Page no.3979 to 3993 D.S.R-IV, 24 Pgs(S)	404	439	3.00	Sarafuddin Mondal
38.	4032/09 dt. 15.07.2009 Book1, CD Volume13 Page No. 656to 681 D.S.R-IV,24 Pgs(S).	417	448	34.00	Golam Mustafa Mondal & Ors.
39.	4033/09 dt.15.07.2009 Book1, CD Volume13 Page No. 705to722 D.S.R-IV,24 Pgs(S).	412	434	12.00	Golam Mustafa Mondal &Ors.
40.	4035/09 dt.15.07.2009 Book1, CD Volume13 Page No.740to 751	400	431	3.30	Jakir Hossain Mondal

D.S.R.-IV, 24 Pgs(S).					
41.	3058/10dt. 21.04.2010 Book1, CD Volume11 Page No. 2915to2932 D.S.R-IV, 24 Pgs(S).	411	446	25.00	Golam Mustafa Mondal & Ors.
42.	1102/11 dt. 14.02.2011 Book1, CD Volume4 Page No.3658to 3676 D.S.R-IV, 24 Pgs(S).	417	448	3.00	AnguraBewa &Ors.
43.	10203/12 dt. 28.12.2012 Book1, CD Volume37 Page No. 155to171 D.S.R- IV, 24 Pgs(S).	413	435	4.00	Abbas Ali Mondal & Ors.
		414	436	4.00	
44.	10204/12 dt. 28.12.2012 Book1, CD Volume37 Page No.140to 154 D.S.R-IV, 24 Pgs(S).	416	447	15.00	Abbas Ali Mondal.& Ors.

NISCHINTAPUR MOUZA

SL NO.	DEED NO.	R.S DAG NO.	L. R DAG NO.	PURCHASED AREA IN DECIMAL	NAME OF SELLERS
45.	11440/08 dt.13.05.2008 Book1, CD Volume59 Pages No.4254to 4269 A.R.A-1, Kolkata.	17	4	3.30	Gita Patra
46.	1354/09 dt. 31.03.2009 Book1, CD Volume4 Pages No.154to 166 D.S.R-IV, 24 Pgs(S).	17	4	3.00	Sirajul Haque Fakir & Ors.
47.	1355/09 dt. 31.03.2009 Book1, CD Volume4 Page No.167to 179 D.S.R-IV, 24 Pgs(S).	17	4	3.7	Haripada Das & Ors.

48. 3266/09 dt. 19.06.2009 Book1, CD Volume10 Pages No.872to 886 D.S.R-IV, 24 Pgs(S).	15	9	17.00	RiziaBewa &Ors.
49. 4031/09 dt. 15.07.2009 Book1, CD Volume13 Pages No.603to 626 D.S.R-IV, 24 Pgs(S).	4	1	7.00	Golam Mustafa Mondal & Ors.
50. 4034/09 dt. 15.07.2009 Book1, CD Volume13 Page No. 723to 739 D.S.R-IV, 24 Pgs(S).	4	1	7.00	Moharjan Bewa&Ors.
51. 4028/09dt. 16.07.2009 Book1, CD Volume13 Page No.433to 445 D.S.R,IV, 24 Pgs(S).	17	4	4.00	Noor Mohammed Halder
52. 4934/09 dt. 27.08.2009 Book1, CD Volume 15 Page No. 5263to 5275 A.R.A.-1, Kolkata	14	10	4.00	Swapan Kumar Das
53. 8086/13 dt. 26.09.2013 Book1, CD Volume41 Page No.2670to 2682 D.S.R.-IV, 24 Pgs(S).	6	3	8.00	Faraj Gayen &Ors.
54. 8085/13 dt. 26.09.2013 Book1, CD Volume41 Page No.2656to 2669 D.S.R-IV,24 Pgs(S).	16	7	12.00	Faraz Gayen &Ors.
55. 4125/14 dt. 6.06.2014 Book1, CD Volume23 Pages No.1174to 1186 D.S.R-IV,24 Pgs(S).	16	7	5.00	Md. Giyasuddin Mulla
56. 160804105/15 dt.28.05.2015 Book1, CD Vol.1608-2015 Page from24141 to 24158 A.D.S.R. Sonarpur	16	7	11.00	Seikh Sajahan Ali &Ors.
57. 3173/15 dt. 27.05.2015 Book1,CD Vol.1608-2015 Page No.13442 to13459 A.D.S.R. Sonarpur	16	7	4.00	FarajGayen &Ors

58. 8087/13 dt. 26.09.2013 Book1, CD Volume41 Page No. 2683 to 2695 D.S.R- IV, 24 Pgs(S).	18	6	8.00	Faraj Gayen &Ors.
59. 8088/13 dt. 26.09.2013 Book1, CD Volume 41 Page No. 2696to 2708 D.S.R-IV, 24 Pgs(S).	18/494	5	14.00	Faraj Gayen &Ors.
60. 8248/13 dt. 26.09.2013 Book1, CD Volume42 Page No. 1526to 1538 D.S.R-IV,24 Pgs(S).	19	8	00.32	Faraj Gayen & Ors.
	19	8	24.68	
61. 7096/13dt. 27.08.2013 Book1, CD Volume36 Page No. 3167to 3181 D.S.R-IV, 24 Pgs(S).	14	10	3.00	Baid Trade Fina Private Limited & Ors.
62. 5017/10dt: 25.06.2010 Book1, CD Volume17 Page No.4697to 4986 D.S.R-IV, 24Pgs (S).	6	3	8.00	Rizia Bewa & Ors.
	14	10	7.00	
	17	4	36	
	18	6	8.00	

THE THIRD SCHEDULE ABOVE REFERRED TO :

PART – I

(Areas forming part of the Allocation of Devaloke Developers Limited)

- a) A total of 1026 Units admeasuring a total carpet area of 975414 square feet consisting of :
- (i) All Units in Block nos. 1, 2, 4, 5, 6, 7, 9, 10, 11, 14, 15, 16, 17, 18, 19, 20, 21 and 22
 - (ii) All Units in Block 3 save and except Unit No. 1-C on the First Floor and Unit No 10-D on the Tenth floor of Block no. 3

(iii) All Units in Block 8 save and except the following twelve Units :

Unit No. 1-G on the First floor of Block no. 8

Unit No. 5-G on the Fifth floor of Block no. 8

Unit No 9-C on the Ninth floor of Block no. 8

Unit No 10-C on the Tenth floor of Block no 8.

Unit no 2-F on the Second floor on Block no 8.

Unit no 2-G on the Second floor on Block no 8

Unit no 9-B on the Ninth floor of Block no 8

Unit no 10-B on the Tenth floor of Block no 8

Unit no 3-F on the Third floor of Block no 8

Unit no 3-G on the Third floor of Block no 8

Unit no 4-F on the Fourth floor of Block no 8

Unit no 4-G on the Fourth floor of Block no 8

b) All 698 covered car parking spaces and 234 open car parking spaces and 139 open 'mechanical car parking' spaces save and except covered car parking space nos. 8-15, 8-16, 8-17, 8-18, 3-1 and open car parking space nos. 116, 117 and 118.

c) The entirety of the ground floor of the club house building save and except the electrical room, security room and the two entrance lobbies leading to the upper floors having a covered area of 7923 square feet

PART – II

(Areas forming part of the Allocations of Rafikul Alam Sarkar,

Abdur Rauf Sarkar, Jahanara Bibi, and Hosne Ara Bibi)

Rafikul Alam Sarkar :

Block No.	Floor	No.	Covered Area (sq. ft.)	Carpet Area (sq.ft)
8	1	G	1123	841

8	5	G	1123	841
8	9	C	1123	841
8	10	C	1123	841

Covered Independent Car Parking Space nos. 17 and 18

Abdur Rauf Sarkar :

Block No.	Floor	No.	Covered Area (sq. ft.)	Carpet Area (sq.ft)
8	2	F	1123	841
8	2	G	1123	841
8	9	B	1123	841
8	10	B	1123	841
3	1	C	1238	902 + OT 112
3	10	D	1240	905

Covered Dependent Car Parking Space Nos. 15 and 16

Covered Independent Car Parking Space No. 1

Open Car Parking Space No. 118

Jahanara Bibi :

Block No.	Floor	No.	Covered Area (sq. ft.)	Carpet Area (sq.ft)
8	3	F	1123	841
8	4	G	1123	841

Open Car Parking Space nos. 116

Hosne Ara Bibi :

Block No.	Floor	No.	Covered Area (sq. ft.)	Carpet Area (sq.ft)
8	4	F	1123	841
8	3	G	1123	841

Open Car Parking Space nos. 117

THE FOURTH SCHEDULE ABOVE REFERRED TO :

PART - I

ALL THAT Unit No. admeasuring square feet of carpet area situated on the Floor of Block of the buildings being constructed by the Vendor at on the lands described in Parts I, II and III of the First Schedule above written as bordered in red ink on Map - I attached herewith together with an open terrace admeasuring square feet contiguous to the said Unit Together With prorata undivided share in the entire land comprised in the said premises and prorata undivided share in the common areas, installations, services and facilities in the said building

PART - II

ALL THAT the right to park _____ nos. of motor cars in the open / covered / independent / dependant / mechanical car parking space(s) at the ground / first / second / third / fourth floor level / mechanical parking (upper/lower) of the said premises.

THE FIFTH SCHEDULE ABOVE REFERRED TO

PART — I

The Purchaser hereby agrees to pay to Devaloke Developers Limited, one of the Vendors, a total sum of Rs. _____ (Rupees _____ only) towards consideration money for the said Unit described in Part I of the Fourth Schedule above including proportionate share in the land and the rights and properties appurtenant thereto as well as the right to use _____ nos. open covered / independent / dependant / mechanical car parking space(s) at the ground/first/second/third floor level / mechanical parking space(s) described in Part II of the Fourth Schedule above

PART — II

(Mode of payment of the total cost)

For G+11 and G+12 Towers

1. On or before the date of this agreement (Including Booking amount)	10%	Rs.
2. Within 10 days of this Agreement	10%	Rs.
3. On Completion of foundation of the Block	10%	Rs.
4. On Completion of casting of 3 rd floor roof of the block	10%	Rs.
5. On Completion of casting of 7 th floor roof of the block	10%	Rs.
6. On Completion of casting of top floor roof of the block	10%	Rs.
7. On completion of brick work of the particular Unit	10%	Rs.
8. On completion of flooring of the particular Unit	10%	Rs.
9. On completion of the Unit	10%	Rs.
10. Within 7 days of issuance of possession	10%	Rs.
Total	100%	Rs.

(Rupees _____ only)

For G+4 Building (Block #14)

1. On or before the date of this agreement (Including Booking amount)	10%	Rs.
2. Within 10 days of this agreement	10%	Rs.
3. On completion of foundation of the Block	10%	Rs.
4. On completion of casting of 1 st floor roof of the Block	10%	Rs.
5. On completion of casting of 3 rd floor roof of the Block	10%	Rs.
6. On completion of casting of top floor roof of the Block	10%	Rs.
7. On completion of brick work of the particular Unit	10%	Rs.
8. On completion of flooring of the particular Unit	10%	Rs.

9. On completion of said Unit	10%	Rs.
10. Within 7 days of issuance of possession	10%	Rs.
	Total	100% Rs.

(Rupees _____ only)

Payment of each of the above instalments is required to be made by the Purchaser within 21 (twenty one) days of posting or 15 (fifteen) days of receipt (whichever is earlier) of notice from the Vendor to the Purchaser that a particular instalment has fallen due. Time for payment shall always be of the essence of the contract.

PART — III

- i) All charges at actuals for WBSCDCL electric lines, transformers, H.T. and L.T. cables, and all expenses for such lines, Generator cost and installation charges, presently estimated at Rs. 140/- per square foot of carpet area (generator to supply standby electricity for common lights, lifts, pumps and limited to 500 watts of electricity per 2BHK Unit and 750 watts per 3BHK Unit).
- ii) All costs of additional work in the said Unit other than provided in the Sixth Schedule.
- iii) In the event of Devaloke Developers Limited providing any additional facilities or gadgets for the benefit of the occupants of the building the Purchaser shall be liable to make payment of the proportionate share in respect thereof and the same shall form part of the common portions and whether such additional facilities or amenities are to be provided for will be entirely at the sole discretion of Devaloke Developers Limited and the Purchaser hereby consents to the same
- iv) Costs of formation of the Owners' Association being Rs. 10,000/- per unit.

THE SIXTH SCHEDULE AS REFERRED TO ABOVE

SPECIFICATIONS

Foundation

Pile foundation (G+11 and G+12) 95' depth, Isolated foundation (G+4) 6' depth

Depth depends on soil test

Superstructure

RCC Structure

Roof

Finished over water proofing treatment

Walls

Conventional bricks / Concrete bricks / Fly ash bricks

Internal walls- 3"/5" | External walls- 5"/8"/10" | Shear-wall (RCC technology) Internal walls- 3" | External walls- 5"/8"/10"

Wall Finishing

Interior walls & ceiling: POP

Exterior: Single Coat primer with double coat of paint (Asian paints or eq.)

Flooring

Living / Dining: Vitrified / Veil Craft (VC) Shield Tiles 24"x24" | Thickness: 10-12mm | Kitchen: Anti-skid tiles 12"x12" | Bedroom: Vitrified Tiles 24"x24" | Toilet: Anti-skid Ceramic Tiles 12"x12" | Balcony: Vitrified Tiles 24"x24" or Ceramic Tiles 16"x16" | Skirting: 4" from the floor | Lobby: Marble or Kota Stone 15mm thickness | Ground floor lobby: Marble or Kota Stone

12 mm thickness | Stairs: Kota / Indian marble | Lift: Laminated Mat / Tiles | Parking: I.P.S and Paver Blocks in open parking Road: Interlocking Pavers | Walkway: Paver Tiles

Window

Aluminium sliding with normal glass / casement (Hindalco glass or eq.) 4 / 5 mm glass thickness. Aluminum width 1.2mm | Balcony: Sliding Aluminium door with casement. External grille of 3' height

Kitchen

Black Granite counter | Sink: Stainless steel | 2' dado from counter of 8"x12" (Somani or eq.) | Tap: Jaquar or eq., single lever. Chimney provision

Doors

Main Door: Flush door with Wooden Frame (Main door will be fitted with Godrej or equivalent locks) Dimensions: Width- 1000/1100mm, Height- 2250mm, Thickness- 32-35 mm | Internal Door: Flush door with Door Stopper / Wooden frame with beet Dimensions: Width- 900mm, Height- 2100mm, Thickness- 30-32mm | Toilet: Water proof Flush doors / Wooden Frame with beet Dimensions: Width- 700-750mm, Height- 2100mm, Thickness- 30-32mm

Toilet

Exhaust provision | Sanitary: Cera or eq.- white porcelain | CP Fitting: Jaquar or eq. | Hot & Cold provision single lever (No provision for hot water to basin) | Floor mounted commode | Basin with pedestal | Geyser provision | Designer Dado up to 2100mm (Somani or eq.) 8"x12"

Electrical

Living & Dining: 1 no. TV point / Cable | 4 no. plugpoint 5A | 1 no. telephone & 1 no. intercom | 1 no. calling bell point | 2 nos. ceiling fan point | 3 nos. wall light points | Kitchen: 2 nos. 5A plug point & 2 nos. 15A plug point | 1 no. ceiling light point | Master Bedroom: 3 nos. 5A plug

point | 1 no. Cable TV Point | Provision for broadband internet | 1 no. ceiling fan point | 2 nos. wall light points

Other Bedrooms: 2 nos. 5A plug point | 1 no. ceiling fan point | 2 nos. wall light point Toilet: 1 no. 5A & 1 no. 15A plug point | 1 no. wall light point | 1 no. exhaust point | Internal corridor: 1 or 2 nos. ceiling/wall light point Concealed copper wiring of Finolex or eq. | Switches of modular type of Anchor / Havells or eq. | Balcony: 1 no. ceiling light point, 1 no. 15A plug point in any one balcony

Air Conditioning

Provision for split air-conditioners in Living & Dining and in all bedrooms

Elevator

Otis automatic lifts or equivalent

Flat security

Flat security Intercom facility, CCTV in all ground lobby and main gate of the Project

Power Back-up

2 BHK – 500 wt. | 3 BHK – 750 wt.

THE SEVENTH SCHEDULE AS REFERRED TO ABOVE

- i) Maintenance charges
- ii) Municipal Tax
- iii) Water Tax
- iv) Common Electricity charges

THE EIGHTH SCHEDULE — COMMON PARTS

- a) Entrance lobby, Corridors, Lobbies, Staircase, Staircase landing, Entrances, Exits, Pathways, Terraces, Foundations, Columns, Beams and all structural supports.
- b) Drains : Sewerage from the Premises to the main road
- c) Water Reservoir, Underground Tanks and Overhead Tanks
- d) Drainage pipes from the Units to the Drains and sewer connection to the premises
- e) Landscaped Garden..
- f) Children play ground
- g) Multipurpose Court
- h) Ponds with ghats
- i) Surveillance Cameras
- j) Intercom facility.
- k) Water Filtration facility.
- l) Visitors' parking
- m) Servants' Toilets.
- n) Lift
- o) Generator.
- p) Boundary walls of the premises including outside wall of the building and main gate
- q) Common Services :
 - i) Generator, Pump and Meter with installation and room therefor
 - ii) Water pump, underground reservoir, overhead tanks, water pipes and other common plumbing installation and space required therefor.
 - iii) Transformer, common area light fittings, electric wiring meter for lighting stair case lobby and other common areas (excluding those as are installed for any particular unit) and space required therefor
 - iv) Windows, Doors, Grilles and other fittings of the common areas of the premises.
 - v) Lift/Elevator and its accessories installations and space required therefor

- vi) Surveillance cameras, intercom, water filtration equipment.
- vii) Such other common parts areas equipment installations fixtures fittings covered and open space in or about the said Premises of the building as are necessary for use and occupancy of the Units as are required.

THE NINTH SCHEDULE AS ABOVE REFERRED TO

(Common facilities in the Club House)

- i) Banquet Hall
- ii) Infinity swimming pool
- iii) Massage room
- iv) Indoor Games with Pool Table
- v) Jacuzzi
- vi) Library / Reading Room
- vii) Air-Conditioned Home Theatre
- viii) Card Room
- ix) Snooker Room
- x) Children's Play Area
- xi) Gym
- xii) Sauna Room
- xiii) Toilets
- xiv) Spa room
- xv) Tuition Halls
- xvi) Yoga / Meditation Room
- xvii) Toddlers Pool
- xviii) Café Area

IN WITNESS WHEREOF the parties hereto have hereunder set and subscribed their respective hands and seals on the day month and year first above written.

SIGNED AND DELIVERED by the
VENDORS in the presence of :

1.

2.

(FIRST PART)

SIGNED AND DELIVERED by the
PURCHASER in the presence of :

1.

2.

(SECOND PART)