

SALE AGREEMENT

Dated this ____ day of _____ 2018 is made in KOLKATA

B E T W E E N

- A. Vendor: **SNL REALTY INFRA PRIVATE LIMITED, (PAN NO. AAXCS3405P)** a Company registered under the Companies Act, 2013 having its Registered office at 7/1, Heysham Road, Ground Floor, Kolkata - 700020 represented by Manideep Srivastava, **(PAN NO. AVGPS1229L)** Son of Sri. Kaushal Kumar Srivastava Director vide Resolution dated on 02.05.2018 hereinafter called the “Developer/Promoter” represented by its Director hereafter called Vendor (which expression includes and shall include its successor in interest and/or assigns), hereinafter collectively called “The Vendor” of the First Part

... FIRST PART

= A N D =

B. Purchaser/s :

XXXXXXXXXX (PAN _____), **Son of**
_____, **by faith Hindu, by**
Occupation _____, by Nationality – Indian, presently residing at

_____....

SECOND PART

C. CONFIRMING PARTIES:

1. ANITA SRIVASTAVA (PAN - CHQPS5131M) wife of Manideep Srivastava residing at Flat No-S-4,241A/1 Diamond Harbour Road, Kolkata- 700063 by faith Hindu by occupation- Service.

2. ASHOK KUMAR SARAWAGI (PAN- ALQPS3224B) son of Raj Kumar Sarawagi, residing at Flat No-6B, Block-6, Avani Oxford I, 136, Jessore Road, Kolkata- 700055 by faith Hindu by occupation – Business

... THIRD PART

The Vendor, the Purchaser and the Confirming Parties collectively be termed as “the Parties”

The Parties include their respective successor/s-in-interest and/or assignees and also transferees and shall mean singular or plural as the case may be.

1) **PROJECT DETAILS: -**

DEVOLUTION OF TITLE OF THE VENDOR:

By following deeds, the Vendor has become the owner of the scheduled property.

<u>NAME</u>	<u>KHATIAN No.</u>	<u>DEED No./ BEING No.</u>	<u>R.S.&L.R. DAG No./ PLOT No.</u>	<u>AREA (in acre)</u>
Suraj Kumar Shaw	2831	1048 of year 1996	505	0.13
		3229 of the year 1995 and deed no 1049 of the year 1996	503 504	0.12 0.21
		2620 of the year 1997 and deed No 3090 of the year 1997	511	0.08
Kiran Shaw	2832	299 of the year 2005 and deed no 680 for the year 2000	510/1987	0.25
		238 of the year 2005	510	0.35
		300 of the year 2005 and deed no 2563 for the year 2001	513	0.10
		301 for the year 2005	518	0.24
Usha Shaw	2830	2380 of the year 1995	512	0.11
		3228 of the year 1995	504	0.09
			514 515	0.12 0.10

Ashok Kumar Sarawagi	2904	I-1613-03552/2017	518	0.29
Anita Srivastava	2902	I-1613-03553/2017	518	0.24
SNL Realty Infra Pvt. Ltd.	2850	I-1613-06187/2016	510	0.50
		I-1613-06189/2016	510	0.50
		I-1613-06188/2016	510/1988	0.085
		I-1613-06190/2016	510/1988	0.085
Joint Venture Agreement of Anita Srivastava	-	I-1901-05491/2018	-	-
Joint Venture Agreement of Ashok Kr. Sarawagi	-	I-1901-05490/2018	-	-
Joint Venture Agreement of Suraj Shaw, Kiran Shaw and Usha Shaw.	-	I-1613-01211/2017	-	-

Details of Title Devolution is more fully described in 9th Schedule below.

The above mentioned Title deeds, Joint Venture Agreements, Power Of Attorney, Title search Report, Mutation Certificate(s), Conversion Certificate(s), Sanctioned Plan and Master Plan are integral Part of this document.

The Confirming Parties herein are the owners of the aforesaid properties and have entered into an arrangement with the Vendor to have their properties developed along with the properties of other owners on the basis of a ratio of 85% of the constructed area to be treated as Vendor/Developer's allocation whereas 15% of the Constructed Area is to be treated as Confirming Parties' allocation. The Confirming Parties do hereby provide necessary consent to the arrangement entered into by and between the Vendor and the Purchasers and for such purpose do hereby declare that all such agreements and/or arrangements by and between the Vendor/Developer and the Confirming Parties shall be treated as integral part of this document as well.

Project Name: **SABAR SATHE BIBIR HATHE**

Description: General –

As per the present Plan it shall consist of four blocks G+3 Buildings, 5 Blocks of 3 BHK Duplex and 3 Blocks of 2 BHK Duplex on 70 cottahs of land more or less (subject to the pathway/Road to be used for free ingress and egress to other part of the larger premises in lieu of free ingress and egress right to the Purchasers to the other part of larger premises) as segregated for Phase –I as per approved sanctioned Plan. In terms of arrangement and/or Plan 20 cottahs of land more or less within the said earmarked areas of 70 cottahs more or less will be kept vacant and will be used as Central Courtyard exclusively by the Purchasers of Phase-I. The Plan of Phase –I as sanctioned is annexed as part of this Agreement.

Segments –

It has/shall have three segments residential, utility rooms and parking space. The Parking Space Area is subject to change as will be decided by the Committee after due deliberation of the issue only for the betterment of the Project. The Purchasers shall be undivided proportionate Owners of the said 70 cottahs of land of Phase-I (more or Less) plus proportionate share of the common areas from the extreme end till ingress point of Phase-I. It is well understood that the Purchasers will be having all sorts of common rights of ingress and egress in the common areas of the entire project and will have right to use such places which will be earmarked for use of all the purchasers and/or interested parties such as Club, Temple, etc. etc. on reciprocal basis including 20 Cottahs of Central courtyard.

Specifications (Residential)-

The tentative specification of the project is as given in the Part-I of the First Schedule below subject to upgradation thereof at the discretion of the Parties with prior approval of the Committee framed under the Agreement. The Purchaser Opting for such upgradation of the specifications shall be required to pay the extra cost as aforesaid which will be on the basis of mutual understanding and as per usual practice.

Amenities –

Amenities offered to the Purchasers are as follows:

Water Management – 24 Hrs. Water supply as per Panchayat Provision with availability of both underground deep tube well and Govt supply from overhead individual tanks and centralized Tank for Phase-I.

Intercom for Security purpose, Adequate capacity Stand-by-Generator for Water Pump, Common Area, Lift and Other Services.

Club House free of cost.

The area breakup of the common facilities being provided is given below:

Common Area :		
Sl. No.	Space	Area (Sqft.)
1	Service (LT Room, DG Room etc.)	1625
2	STP	500

3	Gate Goomty	154
4	Club**	7190
5	Over Head Water Tank	237
6	Temple	1211
Total Common Area =		10917

** Club House is free of cost for all the residents of Phase – I and subsequent Phases. The area of Club House might change for the betterment of the Project.

Note: For providing maintenance and/or for setting up such Security Control System and Equipment for Power Back up, the Purchasers will be charged extra.

Individual requirements will be borne by respective unit holders. The details to be decided by the committee in consultation and consent of respective unit holders.

It is well understood that the Purchasers herein are concerned with the first phase of construction of the project and as such will be liable for maintenance of the entire area covered under the first phase of construction on the basis of the decision to be taken by the committee in respect thereof. In as much as the liability of the present owners in respect of the other part of the construction to take place subsequently in phases (the payment to be made at the time of construction) will arise subsequently and as such at the appropriate time the parties herein shall decide the maintenance charges for

the common area of such subsequent construction strictly on the basis of the decision of the committee in respect thereof in due course of time as per annexed Master Plan.

Further, if the decision of the committee does not satisfy 80% of the member-purchaser, matter will be taken up through voting and accepted on majority vote only. Voting rights will be given to committee members who are the purchasers only.

2) **INTERPRETATION :**

2.1) Project shall mean the Project undertaken at the first Phase as per sanctioned plan as annexed subject to further changes thereof in connection with further construction on the other part of the Area in the Second and/or subsequent phases. Any changes mean the changes which will no way affect the interest of the purchasers of Phase-I. This will be strictly confirms to the Master Plan attached herewith.

2.2) Sanctioned Plan shall mean the plan approved and sanctioned by The Moukhali Gram Panchayat and shall include such modification or variation as may be made and approved from time to time for Second or subsequent phases.

Sanctioned Plan dated 16.03.2018 has been acquired by the vendor for the first phase and no NOC for the purpose of construction of subsequent phases are required from the Purchasers. Vendor will submit the self-attested master plan along with the agreement of the

purchasers of Phase-I. He needs to take NOC if there are deviation in the said master plan.

- 2.3) Project shall mean the construction and completion of the complex to be treated as Phase-I construction as per sanction plan dated 16.3.2018 sanctioned by Moukhali Gram Panchayat.
- 2.4) Block shall mean a building consisting of Land, several Flats/Units and other spaces intended for independent or exclusive use and the same may also consist of several block or blocks.
- 2.5) Flat/s/ Unit/s shall mean such Flat/Unit having such Number, having proportionate Land based on allotted carpet area of such chargeable area on such floor, in such Block, in the Complex/Project aforesaid as described in PART I of the 6th SCHEDULE below.
- 2.6) Parking Space shall mean one open car parking space each for the Purchasers at the ground level of the Premises of the first Phase which is free for the agreement holders only and the location thereof is subject to change with the approval of the committee.
- 2.7) Unit shall mean ALL THAT the Flat/s, the Open Parking Space, proportionate share on 20 cottahs Central Courtyard (more or less) for Exclusively for Phase-I and the proportionate share of the common space all taken together as per the annexed Master Plan.

2.8) The Land Share is proportionate undivided and indivisible share of interest in the Land of Project i.e. in the first phase as per Sanctioned Master plan and annexed Master Plan so far as the rights of the purchasers are protected in the entire larger project under this agreement. This includes total 70 Cottas of land (more or less) for all the purchasers of Phase-I. It is well understood that the Purchasers will be having all sorts of common rights of ingress and egress in the common areas of the entire project and will have right to use such places which will be earmarked for use of all the purchasers and/or interested parties such as Club, Place of worship etc.

2.9) Common Installations shall comprise sewers, drains, channels, pipes, water courses, gutters, main wires cables, conduits, aerials, tanks, and soak ways and any other apparatus for the supply of water, electricity, or telephone or television signals or for the disposal of foul or surface water, CCTV or for any other Common facilities.

2.10) Common Parts shall mean the Common Area and Common Installations for the Phase I Project.

2.11) Built up Area shall mean the Area as mentioned in the Schedule hereunder written and/or as per applicable law.

2.12) **Chargeable Area** shall mean and will be the area on which the Consideration and other amounts payable by the Purchaser shall be determined.

2.13) Common Purposes shall include the purposes of upkeep management maintenance administration and protection of various respective common Parts and the purposes of regulating mutual rights obligations responsibilities and liabilities of the Purchaser/s and/or Occupants of various Spaces in the Complex.

2.14) Architect for the Phase I of the Project is ESPACE.

2.15) Advocate for Phase I of the Project is Mr. Prasun Ghosh, Advocate a partner of M/s. Sandersons & Morgans, Solicitors & Advocates, 5, Netaji Subhas Road, P.S. Hare Street Kolkata – 700001.

2.16) Excluded and Reserved Items:

Certain areas shall be earmarked as excluded and reserved items and shall not be open for common use such as the top roof of the building including the roof of the overhead water tanks and lift machines rooms, the parapet walls of all construction of the top roof not for any commercial use by the Vendor but for the purpose of security, Open terraces on any floors of the buildings save and except open terraces of one BHK units, Open area in or around the premises for free ingress and egress to the entire larger project i.e. subsequent project in second or subsequent phases as also for proper beautification, parking spaces, the elevation and the exterior the buildings and/or the blocks, gardens/lawns, the Voids and Ducts on different portions of the buildings, Transformer outer side walls of the Buildings and Blocks, Boundary walls, all open and covered areas other than the Unit, reserved rights mentioned in the schedule hereto and such other open

and covered spaces expressed or intended not to be a common part from time to time. Exception will be approved by the committee of Phase-I for Phase-I area only with prior approval from the Developer.

2.17) Number: Words denoting the singular number include, where the context permits and requires, the plural number and vice-versa.

2.18) Headings: The headings in this Agreement are inserted for convenience only and shall be ignored in construing the provisions of this Agreement.

2.19) Definitions: Where a word or phrase is defined, other parts of speech or grammatical forms of that word or phrase shall have corresponding meaning.

2.20) Documents: A reference to a document includes an amendment and supplement to, or replacement or novation of that document including accession.

2.21) This Agreement is being entered into between the Vendor and the Purchasers collectively to avoid any controversy and/or complication and it has been agreed that separate conveyance Deed will be executed in respect of such Purchasers individually

This agreement is collectively entered into between the vendor/ company and the purchasers. Individual registration and deed of sale of the units in the name of individual purchasers will be made at the time of completion of the project/ handing over the property.

2.22) Successors: In reference to a Party to these documents includes that Party's successors and as per law applicable.

3) **BASICS:**

- 3.1) The Vendor is constructing the complex on the land as per plan sanctioned or to be sanctioned by The Moukhali Gram Panchayat.
- 3.2) The right of the Purchaser/s shall remain restricted to the Unit aforesaid and in no event the Purchaser/s shall be entitled to claim any right in respect of the other parts or portions of the New Building/s and/or the Premises and/or the said Complex/Project and the same shall belong to and continue to belong to the Vendor and/or their respective said Transferee/s as per the Master Plan except the portion shown in the master plan for Phase-I along with common areas for the purchaser of Phase-I.
- 3.3) The Vendor shall be entitled to all future vertical and horizontal exploitation of the New Building/s and/or the said premises and/or the said Complex and/or extension of Complex by way of additional construction in adjoining land not covered under 1st Phase .
- 3.4) The Excluded and Reserved Items and/or any part or portion thereof shall never be claimed by the Purchaser and the Vendors shall be entitled to all rights and interest in respect thereof which are beyond the demarcation of Phase-I area including common area for Phase-I as per the attached Master plan.
- 3.5) Without prejudice to the other obligation, conditions, restriction and stipulation as regards the use of the building's common portions any right of use of the Purchaser in respect of such common portion or any part thereof beyond the allotted area including common area for Phase-

I, shall be subject always to the paramount and over-riding rights and authority of the Vendor to :

A) Identify or modify or alter from time to time the location and/or positioning of the pathway and access way for common access and ingress and egress and/or of the ducts, pipelines, sewerage lines, cable and wires, transit lines, etc. Approval is required from the committee of the Phase-I if there is any deviation in Master Plan for routing of any underground and over-the-ground construction.

B) Allow any glow sign, placard or any other form of advertisement of promotional material of the occupants and outsiders at the lobbies, corridors and other common area at such price and on such terms and condition as the Vendor / Owner may deem fit or proper. After the sale deed committee of Phase-I will decide this issue. Matter will remain adjourned till committee is formed for Phase-I.

4) **PURCHASER/S' DUTIES:**

4.1) Before entering into this agreement the Purchaser/s have apprised themselves about title of the vendor all the Terms and Conditions and all necessary details about the Complex/Project and also the Flat/Unit and that the Purchaser/s have cleared all their queries.

4.2) The Purchaser/s are entering into this agreement after the Purchaser/s are fully satisfied about the FOLLOWINGS AS PROVIDED BY THE VENDOR –

- a) Right and Title of the Vendor.
 - b) Building Sanctioned Plan.
 - c) Specifications.
 - d) The common parts and portions which would be common for all residents / occupants of the Complex.
 - e) The details of the complex and the premises.
 - f) The right title and interest which the Purchaser are going to acquire completing the purchase of the composite unit.
- 4.3) The Purchaser shall not be entitled to raise any objection after this agreement, UNLESS IT IS VIOLATING LAW OF THE LAND. Queries can be raised where vendor and present monitoring committee will address the issues.
- 4.4) On request of the Purchaser this Agreement may be registered and in such case the Purchaser/s take the entire responsibility for payment of Stamp Duty, Registration Fees, Advocates' fees and completing all legal formalities and that the Purchaser/s shall keep the Vendor saved, harmless and indemnified in this regard. All the above payment will be confined to the Area of Phase-I.
- 4.5) Conveyance shall be executed and registered after notice for possession.
- 4.6) The Purchaser have furnished the following documents (if not already furnished) within 15 days from the date hereof:-
- A) Documents relating to Identity Proof of the Purchaser/s.
 - B) Documents relating to Address Proof of the Purchaser.

- C) Photographs of the Purchaser/s with full name written on the Photograph in normal letters.
 - D) The Purchasers must provide Xerox copy of PAN Card and Adhaar Card duly attested.
 - E) Vendor, however, at its discretion may require such additional documents pertaining to this agreement from any applicants as it may deem fit and proper reasons if required.
- 4.7) It is understood that the Purchasers have entered into this agreement with full knowledge and subject to all the laws/notifications and rules applicable to this area in general, and group housing project in particular keeping collective and individual interest of the purchaser/s, which have been understood by them. It is further understood that the Purchaser has fully satisfied themselves about the interest and the title of the Vendor in the Project Land on which the apartment/s will be/are being constructed.
- 5) **RESTRICTION & OBLIGATIONS OF THE PURCHASER/S:-**
- 5.1) The Purchaser/s shall not be entitled to transfer or assign or let out or part with the benefits of this Agreement till such time the Deed of Conveyance is executed and if the Purchaser/s shall desire to do so prior to the execution of the Deed of Conveyance, the Purchaser shall be entitled to do so only with the written consent of the Vendor and upon clearing of the entire dues if any, and upon making payment of 25% of the Total Consideration as nomination charges or such payment/s as be decided by the Vendor, and the same shall be payable

for every successive nomination till delivery of possession and execution and registration of conveyance deed whichever be later.

- 5.2) The Purchaser shall not be entitled to transfer and/or deal with parking space, Utility Room and associated areas independent of the Unit Allotted save with the written permission of the Vendor, till registration of conveyance.
- 5.3) Notwithstanding anything contained in these presents or elsewhere, it is hereby clarified that the Nomination and/or Cancellation within a period of 1 (one) year from the date of execution of these presents shall not be allowed under any circumstances whatsoever and that in case of forceful cancellation by the Purchaser within such restrictive period the Purchaser will become liable to pay 25% of the total consideration as and by way of pre-fixed liquidated damages which the Vendor will be entitled to recover by way of adjustment/through-legal-action-or otherwise against all money paid till such date and in case of any deficit the Vendor will be entitled to recover the same from the Purchaser by other modes available. This clause is subject to mutual discussion and on proper adjudication of the genuine difficulty on the part of the purchaser under mediation process.
- 5.4) All correspondences will be made with the Purchaser at the address for correspondence on the Vendors record and email ids initially indicated in this Agreement unless changed. Any change of address will have to be notified in writing to the Vendor by purchaser and to the purchaser

from the vendor at its Project Office /given-residential-address-of-the-purchaser and acknowledgement obtained for such change. In case there are joint Purchaser/s, all communication shall be sent by the Vendor to the allottee whose name appears first and which shall for all purposes be considered as served on all allottees. For any dispute or argument purchaser may write/e-mail to Vendor/Developer where sending to vendor will be considered as served to VENDORS/DEVELOPER and also to the confirming parties.

- 5.5) The Purchaser must quote apartment number as mentioned in the Allotment Letter / Agreement for any correspondence.
- 5.6) The Purchaser/s of an apartment agrees to sign and execute all documents and agreements in standard form duly approved by the purchasers in collectively as may be provided by the Vendor.
- 5.7) The Vendor is and shall be entitled to take and carry loan and/or project finance, but at or before the date of Conveyance, the Vendor shall ensure that the Unit is free from all encumbrances save those created or agreed to be created by the Purchaser for financing payment of installments to the Vendor and/or for purchasing the Composite Unit.
- 5.8) The right of the Purchaser shall remain restricted to the Units respectively including the common areas etc as mentioned in this agreement,
- 5.9) The Conveyance and other documents of transfer to be executed in pursuance hereof shall be in such form and shall contain such covenants exceptions and restrictions etc., as may be drawn by the project Advocates and the Purchaser/s shall execute the same without

raising any objection whatsoever. Provided however the conveyance and/or the other document will not be contradictory to the terms of this agreement.

6) **MONEY MATTERS:**

- 6.1) Total Consideration: The consideration for transfer of the Composite Unit has been mutually agreed upon, settled and fixed as mentioned in PART- I of the 7th SCHEDULE, and the same shall be paid by the intended Purchaser/s to the Vendor/s in the manner mentioned in PART- II of the 7th SCHEDULE hereto.

Cost Escalation: Cost Escalation clause will be applied if there be any increase in cost more than 10% of the Construction completion cost and Purchasers shall be liable to pay such amount as will be decided by the Committee within 18 months from the date of execution of Agreement.

6.2) **Extras ;**

In addition to the price stated above the intended Purchaser will pay such other Charges and deposits as detailed in the Schedule hereto in the manner as mentioned in such Schedule and the same shall not carry any interest, which the vendor may revise from time to time with reference to the Purchaser/s and/or Allottee/s after being mutually agreed upon.

- 6.3) In addition to the consideration and extra payments and deposits as mentioned above the intended Purchaser/s shall also pay to / deposit with the Vendor the following :

- A) For Betterment Fees etc: Statutory charges, GST and other levies taxes duties and statutory liabilities that may be charged on the land or the Unit or on its transfer or construction in terms hereof partially or wholly, as the case may be, shall be paid by the Purchaser/s within 7 days of the demand being made by the Vendor.
- B) Cost of Registration etc. : All stamp duty and registration charges on execution and registration of this Agreement that may be executed and of the Conveyance and other documents to be executed and/or registered in pursuance hereof and also all statutory charges payable therefore including the charges of the copywriter for copying of such documents and expenses incidental to registration including the Advocate's fees of the of the indented purchaser. The Purchaser/s of an apartment agrees to sign and execute all documents and agreements in standard form duly approved by the purchasers in collectively as may be provided by the Vendor.
- C) Proportionate share of some expenses relating to Phase I Construction: The Purchaser/s will be liable to pay the proportionate share of some expenses such as Common Maintenance Expenses, electricity charges for common areas, municipal rates and taxes etc. Total charges so calculated will be evenly distributed among the all users of the said property and extended properties which will come up in future courses as mentioned in the master plan. Any apportionment of the liability on the Purchaser/s as decided by the Vendor in respect of such

Maintenance Charges, Electricity Charges, any taxes, duties, levies, operational cost payable by the Purchaser/s shall be final and binding on the Purchaser/s in production of actual expenses incurred and along with the details of the users of the facility. Vendor cannot earn any profit out of the expenses and charges applicable of the common facility. This expenses will be distributed evenly among all the users of facility of Phase-I and other purchasers in due course of the upcoming projects as mentioned in the master plan. The Common Maintenance Expenses for this purpose, shall mean and include all expenses for the maintenance, management, upkeep and administration of the Common Areas and Installations and for rendition of services in common to the Co-owners and all other expenses for the common purposes to be contributed borne paid and shared by the Co-owners including those mentioned in the 4th Schedule hereto.

- D) Common Maintenance Expenses: The Purchaser shall regularly and punctually within 7th day of every month and month by month the common expenses as described in the 4th Schedule hereto at such rate as may be decided, determined and apportioned by the Vendor as clearly described in 6.3 (C) payable from the date of possession to the Vendor and upon formation and transfer of management of the building to the Association such payments are required to be made to the Association without any abatement or demand. In case of any reservation of the purchasers relating to common maintenance expenses the same may be referred to the committee and the decision

of the committee will be binding on the Vendor and Purchaser. If the decision of the committee is not acceptable for 80% of the purchaser, decision will be taken through voting.

6.4) Essence: Time is the essence of the contract both for payment and for completion by the parties respectively subject to however accepted force majeure as per the law on contractual impossibility under the Indian Contract Act, 1872 (“Contract Act”).

6.5) Taxes like GST and any other tax and levies both present and future, as may be applicable, shall be borne and paid by the Purchaser.

6.6) All payments are to be made in the name of Vendor by crossed account payee cheque/draft/pay order or by RTGS, to the Authorized Person only. The Bank details are as follow:

Account Holder’s Name: SNL Realty Infra Private Limited

Bank’s Name: Axis Bank

Branch: Dalhousie, Kolkata

Account No: 917020039505865

IFSC Code: UTIB0000153

6.7) Time for payment of the consideration by installments and payment of other amounts hereto by the Purchaser shall be an absolute requirement for sustaining the Agreement.

6.8) The Vendor shall not be responsible towards any third party making payment / remittances on behalf of the Purchaser and such third party shall not have any right under the Agreement in any manner

whatsoever and the Vendor shall issue the payment receipts in the name of the Purchaser/s only.

- 6.9) For the purpose of facilitating the payment of the Price the Purchaser shall be entitled to apply for and obtain financial assistance from banks and/or financial institutions. In the event of the Purchaser obtaining any financial assistance and/or housing loan from any bank and/or financial institution the Vendor shall act in accordance with the instructions of the bank and/or financial institution in terms of the agreement between the Purchaser/s and the Bank and/or financial institution, SUBJECT HOWEVER the Vendor being assured of all amounts being receivable for sale and transfer of the Composite Unit and in no event the Vendor shall assume any liability and/or responsibility for any loan and/or financial assistance which may be obtained by the Purchaser from such bank and/or Financial Institution.
- 6.10) From the date of letter of possession, the Purchaser/s shall be liable to pay to the Maintenance Body all rates, taxes, levies, deposits including security deposit or assessment pertaining to the apartment and common areas. This relates to Phase I only as per master plan.
- 6.11) The Purchaser shall, within 1 month from the date of notice from the Vendor for taking possession or shortly thereafter get their Unit registered in their names and for this purpose, the Stamp Duty, registration charges, Advocate's fees and incidental expenses for and/or in relation to execution and registration of the Deed of Conveyance in

respect of the Unit and for obtaining approval and consent necessary for such transfer and also any other assurances deeds required to be made for in relation thereto shall be entirely borne and paid by the Purchaser for the part of his interest.

6.12) Unless otherwise expressly so mentioned, all amounts specified hereinabove shall be paid and/or deposited by the Purchaser with the Vendor in accordance with the payment schedule to be given in the Allotment Letter / Agreement and in case any payment schedule is not mentioned and/or can not be referred to then and in such cases the payments shall be made within 15 days of demand. This will not however prejudice the Vendor's right in case of default, to claim or realize the said amounts later even after possession is given. In case the vendor fails to fulfill the commitment as agreed upon in this agreement and defaults to maintain the time frame under the agreement and/or mutually extended will be referred to committee and in terms of decision of the committee purchaser shall be compensated by the vendor.

6.13) Upon payment of full consideration and performing and observing all the conditions and covenants to be performed and observed on the part of the Purchaser/s, the Vendor shall sale and transfer the Flat TOGETHER WITH the non-exclusive right of use of the common parts, portions, areas, facilities, and amenities FURTHER TOGETHER WITH the open car parking space as may be allocated within the Project and FURTHER TOGETHER WITH the Land Share at and for the consideration mentioned in this Agreement payable by the Purchaser in terms of this Agreement

7) **DELAY IN PAYMENT:**

- 7.1) It shall be incumbent on the part of the Purchaser/s to comply with the terms of payment.
- 7.2) No extension of time will be allowed for payment of allotment money.
- 7.3) Payment of subsequent installments and all other dues shall have to be made latest within 7 days after the same has become due as per the stage mentioned in this agreement.
- 7.4) In case payments is delayed, the Purchaser shall have to pay interest on the amount due @ 12% per annum.

8) **CANCELLATIOIN OF BOOKING / AGREEMENT:**

- 8.1) In case of delay in payment beyond 90 days the Vendor shall have the right to cancel the Agreement.
- 8.2) It the information given by Purchaser found out to be or turns out to be false then this agreement shall be liable to be terminated and cancelled by the Vendor and booking can be summarily rejected, whenever so detected and in consequence there of all agreements / provisional allotment issued, if any, will stand automatically terminated, withdrawn and nonest. In case of liquidation bankruptcy, insolvency etc. of the purchaser the agreement shall stand cancelled.

Same is applicable to vendor side for the same default on the deliverables of the vendor.

8.3) The Purchaser/s may cancel the allotment / agreement by serving a notice of its intention on the Vendor, upon which the allotment / agreement shall stand automatically cancelled, determined and/or terminated with immediate effect from the date of issue of such letter.

8.4) Upon cancellation and/or termination as above: -

i) all the rights of the Purchaser/s under the allotment and/or any Agreement shall stand forfeited, And

ii) the Purchaser/s shall have no right and/or lien on the Composite Unit,

iii) the Vendor shall deduct 25% of the total consideration as Service Charge from the money paid by the Purchaser without any interest thereon,

iv) such Cancellation shall take effect immediately but the refund aforesaid shall be made only after such Composite Unit is sold and money (at least to the tune of refund amount) is realized therefrom within a month from such Sale.

8.5) If the money has been paid out of Non-Resident Ordinary (NRO) account of Purchaser, then the aforesaid refund will be made only to that account.

8.6) If the money, has been paid out of Non-Resident External (NRE) account of the Purchaser, the refund will be made only to that NRE account

provided banker certificate for payment of application money out of the said NRE account is furnished.

8.7) All refunds to Non-Resident Indian (NRI)/Foreign Citizens of India origin shall, however, be made in Indian rupees.

8.8) Immediately after termination and/or cancellation (even before refund), the Vendor shall be entitled to deal with or transfer the Composite Unit in their absolute discretion as they may deem fit and proper free from any objection / claim / dispute / right of the Purchaser against the Vendors and the Composite Unit.

9) **CONSTRUCTION & POSSESSION:** -

9.1) Modification of Plan: The Vendor shall be at liberty to have the sanctioned plan modified and/or altered in consultation with the committee with the provisions morefully described in clause 9.6 of this agreement.

9.2) Construction in accordance with sanctioned Plan: The Vendor will construct and complete the construction of and make tenantable the Flats/Units within the period of 24 months from the date of agreement.

9.3) Penalty for Delayed Possession : In case the Vendor fails to offer the delivery of physical possession of the Flats/Units within the period stipulated above or within such period due to cogent reason in the opinion of the Vendor then the Purchaser will become entitled to claim interest as per provision of law on the Deposit along with additional

expenses made by him for such payment for actual period, Provided However the Purchaser has paid all money due from them in time and without keeping anything in arrears and/or prevented the vendor by any means in carrying out their work peacefully without any interruption as per the applicable law.

- 9.4) The Composite Unit shall be completed with such materials and specifications as mentioned in Part –I of the Schedule hereto and also as shall be recommended by the Architect and The developer and accepted by the purchaser/s shall be responsible for rectifying the structural defect (if any) upto 5 years from the date of completion of construction.
- 9.5) No Interference by Purchaser/s in construction : The Purchaser/s shall not in any manner cause any objection obstruction interference or interruption to the vendor but can place his queries to the committee at any time, till the construction is moving smooth as per the proposed plan and vendor keeps his commitment, which may cause any hindrance or impediments in the construction or completion of construction of the complex on the Project Land and if due to any act, default or omission on the part of the Purchaser, the Vendor is restrained from construction of the complex and/or transferring and disposing of the other units in the Complex then and in that event without prejudice to such other rights the Vendor may have the Purchaser/s shall be liable to compensate and also indemnify the

Vendor for all loss, damage, costs, claims, demands, actions and proceedings that may be suffered or incurred by the Vendor. All the above is applicable till vendor will methodically follow the schedule of completion as per the plan and commitment to the intended purchaser.

- 9.6) Extension of the Project : The Vendor may extend the Project in contiguous land in future wherein all the provisions of common facilities such as roads, gates, drainage, ingress and egress, sewerage, underground reservoir, pumps, clubs, gym, community hall, playgrounds and other amenities shall all be part of a common integrated development and the Purchaser/s shall not have any objection till the interest of the intended purchasers of phase-I is protected as per agreement and never create any obstruction on free & peaceful dwelling of the purchaser in all form or manner (all to be extended, the proportionate share and or user right may vary because of the same which the purchaser deemed to have consented and shall not raise any objection). Vendor will give the details of the future plan including the uses of the common facility by the other users of the extended project to the intended purchasers of Phase-I within six months from the signing of this agreement. No further expansion or uses of common facilities bound within the land allotted for the intended purchasers of Phase-I comprising of more or less 70 Kotahs can be established in future by the vendor.

- 9.7) Construction of Further Buildings: The Housing project will be expanded in future in phases on the basis of further sanctioned plan duly sanctioned by the competent authority and the parties hereto have no objection to the same as per the master plan attached herewith in view of the fact that both the parties will be having free ingress and egress in the entire larger project without disturbing the rights of each other. These parties will also share the common expenditure of the area equally.
- 9.8) Alternation of the Unit: The Purchaser is not permitted to make any structural changes / modifications to the Unit or any part thereof at any time if the same violates the govt rule. However, the internal finishing work in the Unit can be done by the Purchaser/s only after full payment, physical possession and execution & registration of conveyance Deed whichever is later without any disturbance to anyone but through the contractor engaged by the vendor/ purchaser for the purpose at its/his/her own cost and expenses strictly in accordance with law.
- 9.9) Progressive Construction : The work of construction of the project shall be taken up in various phases and/or progressively and also all the common facilities and/or amenities will be provided progressively and since some of the common facilities and/or amenities are to be common for the entire project and the liability of the purchaser to pay for the common facilities, not forming part of phase I, will take place

subsequently upon fulfillment of the obligation of the Developer but so far as the Building / Blocks in which the Unit of the Purchaser/s is situated the same shall be deemed to have been completed if made fit for habitation and certified to be so by the Architect and the purchaser as per this agreement.

9.10) Completion of Construction: The Building or the Unit aforesaid shall be deemed to have been completed if the Architect of the Phase I of the Project gives certificate to that effect. Dispute as regards to the completion of the project raised by any party shall be settled if the completion certificate is issued by the competent authority once for all.

9.11) The Vendor will not entertain any request for modification in the internal lay outs of the Composite Units and external façade of the Blocks and common areas. Any changes or deviation will be on mutual understanding with the vendor and the concerned purchaser.

9.13) Internal wiring for electrification will be provided for each apartment. The Purchaser/s shall be required to pay the applicable security deposit and/or other charges for supply of Electricity to the relevant Electricity Supply Company as stated hereinafter.

9.14) It is expressly agreed that in the event of any delay in the completion of the Composite Unit due to force majeure and/or reasons beyond the control of the Vendor and as per the law on

contractual impossibility under the Indian Contract Act, 1872 ("Contract Act"), the Purchaser shall not be entitled to claim any abatement or compensation and/or withhold any payment. It being further expressly agreed that the Composite Unit shall be deemed to have been completed if made fit for habitation and certified to be so by the Architect and accepted by the purchaser for the time being of the Building irrespective of the fact that the other Flats in the respective Block or other Blocks in the Complex or the Common Areas, facilities and Equipments in the Complex and the Common Parts may have not been completed. The certificate of the Architect about the completion of the Composite Unit agreed to be purchased by the Purchaser, shall be final and binding on the Purchaser.

Force Majeure shall, as per the law on contractual impossibility under the Indian Contract Act, 1872 ("Contract Act") sections 9, 32 and 56 of the Act.

- 9.15) In furtherance to the above it is also agreed that the Composite Unit would be deemed to have been completed and made fit for habitation if the respective Flat has been provided with electrical cabling, water connection, sewerage and drainage connection along with security of premises, smooth & comfortable ingress and egress.
- 9.16) Within seven days from the date of completion, a communication would be given by the Vendors regarding completion (hereinafter referred to as 'the Notice of Possession') and the Purchaser shall take possession

of the Unit subject however to the Purchaser making the payment of all the amounts to be paid under this Agreement. However, if the Purchaser fails to take actual possession of the Unit, then without prejudice to such other right which the Vendor may have the Purchaser shall be liable to pay and/or contribute all municipal rates, taxes, maintenance and other Outgoings proportionately for the Composite Unit from the date of Notice of Possession.

9.17) Upon receipt of the Notice of Possession the Purchaser shall within a period of 15 days :

- a) takes inspection of the Composite Unit in presence of the Vendor or its representative or Architect.
- b) shall pay the entire balance consideration and all other amounts and deposits payable by the Purchaser/s to the Vendor for sale of the Composite Unit after clear understanding of the completion as per schedule.
- c) fulfill all the other obligations required of him and complete the purchase of the Composite Unit.

If no inspection is taken within the said period and no communication from intended purchaser for the reason of such delay, it shall be deemed that such a right is waived provided vendor has the proof of receipt (or PoD) of his communication to the purchaser.

9.18) Deemed Possession : The Purchaser/s shall be deemed to have taken possession of their Flat Unit on the 30th (Thirty) day after service of the Notice of Possession, The Purchaser/s shall be required to take possession of his Flat Unit on or before the deemed date of possession

after fulfilling all the terms and conditions required of him, failing which the Purchaser/s shall be liable to pay to the Vendor guarding charges @ 5000/- per month or part thereof, for the period between the deemed date of possession of his allotted Flat Unit and the date of taking over actual physical possession, over and above all the charges payable by him.

9.19) The Vendor shall be entitled to give possession of the respective Flats/Unit in phases and will ensure the security at his cost till the complete handing over is made.

10) **MAINTENANCE :-**

Formation of Association for the purpose of maintenance and modalities thereof be decided by the committee from time to time as regards the first phase of construction to which the purchasers are concerned as well as with regard to subsequent construction in phases as the purchasers herein are interested in the common areas thereof as specified in the Sale Agreement/ Sale Deed.

11) **PURCHASER/S COVENANTS :**

The Purchaser/s deemed to have covenanted with the Vendor as under:

11.1) Residential Use : To use the Unit and/or Utility Room for residential purposes and any other legal activity only.

- 11.2) Payments : To make timely and regular payment of maintenance and other utility charges.
- 11.3) Observance of Rules : To observe Rules and Regulations for common use and enjoyment of the Purchaser/s whether framed by the Vendors or by the Association after its formation.
- 11.4) Easements : Not to obstruct in any manner the development of the Housing Project or in the dealings of the Vendor in such manner as the Vendor may decide from time to time. Vendor to ensure peaceful co-existence.
- 11.5) Appointment of the Unit : The properties and rights to be sold to the Purchaser constitute a single Unit and shall not be partitioned or dismembered in part or parts in any manner save with the consent of the Vendor in writing till the final handing over of the property. It is further clarified that any transfer of the said Unit by the Purchaser shall not be in any manner inconsistent herewith and the covenants herein contained shall run with the land till final handing over of the property.
- 11.6) Restriction of Rights : The right of the Purchaser shall remain restricted to the Unit and the properties appurtenant thereto and the Purchaser shall have no right nor shall claim any right over and in respect of any other Flats / Units and/or any other portions of the building or open spaces situated at the said housing project other than the construction in the First Phase notwithstanding the fact that the Purchasers of the First Phase Construction as per Sanctioned Plan will have free egress and ingress to the other parts of the entire larger project. Purchasers

collectively have the right on the entire premises of Phase – I along with the land for which they have paid either in total or a part. Vendor and the confirming parties will have no right on the land and the construction on Phase – I including the common passages and related constructions of facilities, surrounds, courtyards, parking space, temples etc after the sale deed is signed by the vendor and the confirming parties.

- 11.7) Restriction on internal construction : Not to carry on any construction inside the Unit which may in any way be inconvenient to the neighboring Purchaser/s save with the prior information of the association of Phase-I.
- 11.8) The internal security of the Composite Unit shall always be the sole responsibility of the Purchaser as per Government rule for individual for his purchased unit.
- 11.9) The Purchaser shall apply for at the Purchaser/s' own cost separate assessment of the Unit for municipal taxes and mutation of the name of the said Purchaser in the records of the concerned Municipal Authorities.
- 11.10) The Vendor may assign its interest or delegate all or any of its rights and responsibilities hereunder including those as Trustees for the Purchaser to any other person or persons it may deem fit. The Purchaser shall not object thereto. But legal responsibility will remain

on the owner or proprietor of the vendor firm by law in any circumstances whatsoever may be. If the Vendor firm does not exist at any point of time, the responsibility of the proprietor with his successors as defined in this agreement will remain as it is till the existence of this property.

11.11) The Vendor shall absolutely be entitled to use, enjoy, transfer, lease and/or part with possession of all the remaining areas and/or to deal with the same in any manner and to any person and on any terms and conditions as the Vendor, in their absolute discretion, shall think fit and proper and the Purchaser hereby consents to the same and agrees not to obstruct or hinder or raise any objection with regard thereto nor to claim any right of whatsoever nature over and in respect of the said spaces, rights etc. belonging to the Vendor exclusively or allow any person or persons to use the same along with or independent of the Units without creating any obstruction/nuisance/problem to the existing purchasers in whatsoever form or way it may be .

11.12) The Vendor has and shall have the exclusive right –

- a) To grant the right or facility of Parking at identified or unidentified parking spaces to any person without creating any obstruction or problem to the purchaser/s in this agreement till the sale deeds are signed.

- b) To establish and grant any facilities thereat or there from to one or more occupants of the Building/s and/or block/s according to the provisions made in sanctioned plan of Phase – I.

- c) To grant to any person the exclusive right to park his car or scooter or any other two-wheeler or otherwise use and enjoy for any other purpose, the open spaces of the Building or premises and also the covered spaces in the basement/ground floor of the building AS PROPOSED IN THE SANCTIONED PLAN (including car parking spaces but not the one expressly provided for to the Purchaser/s) with permission from the committee and/or the specific building occupants.

- d) To join and/or pull into the Complex the lands/properties adjoining on any side of the Premises (within the area already marked for Phase-I as per master plan) and to combine and amalgamate such land/area to the Complex, and to lawfully exploit the same along with the Premises and obtain plans duly sanctioned and raise buildings and deal with the constructed areas thereof along the Complex and grant rights advantages benefits concessions and putting and providing to the said future areas the same restrictions and regulations as are stated and applicable to the Purchaser/s hereunder and the said added land will be for all purposes treated as if included and part of the

Complex. At no point of time such action will deviate the master plan.

- e) To identify or modify or alter from time to time the location and/or positioning of the pathway and access way for common access and ingress and egress and/or of the ducts, pipelines, sewerage lines, cable and wires, transit lines, etc within the defined schedule of work as per master plan.
- f) To allow any glow sign, placard or any other form of advertisement of promotional material of the occupants and outsiders at the lobbies, corridors and other common area at such price and on such terms and condition as the Vendor may deem fit or proper. Vendor will pay to the common fund a reasonable charge for such act. Same is applicable to the purchasers also. However the rule will be fixed after the association is formed. Till that time the said definition will remain adjourned.
- g) To change the residential building of Phase - I into partly commercial and partly residential building and/or to fully commercial building or into any type of building for commercial exploitation and the Purchaser has consented thereto and has agreed not to raise any objection in any manner whatsoever or howsoever. Vendor will take prior permission from all the purchasers and also from the committee/association to do such due to security reason. Vendor will not perform any act in the

Phase-I premises, after the sale deed is signed by all the purchasers. The same is applicable to all purchasers of Phase-I also.

11.13) In case of joint allotment, the Unit will not be partitioned by metes and bounds under any circumstances if court of law does not permit.

11.14) The Purchaser shall keep the Vendor saved, harmless and indemnified from and against all claims, proceedings, costs, charges, losses, expenses and damages that may be faced, suffered and/or incurred and/or likely to be suffered and/or incurred by the Vendor as a result of non-payment, non-observance or non-performance by the Purchaser of the covenants and/or the terms contained in this Agreement. Vendor at the same time will keep the purchasers saved harmless, indemnified from and against all claims, proceedings, costs, charges, losses, expenses and damages that may be faced, suffered and/or incurred and/or likely to be suffered and/or incurred by the vendor for which purchaser is not responsible.

12) **MISCELLANEOUS :**

12.1) No privity of contract nor any arrangement between the Purchaser and other Purchaser :

The Purchaser shall have no connection whatsoever with the Purchaser of the other units and there shall be no privity of contract or any agreement or arrangement or obligation or interest as amongst them

(either express or implied) and the Purchaser shall be responsible to the Vendor for fulfillment of his/her/its obligations.

- 12.2) New levies of taxes etc. : The Purchaser will be liable to pay imposition of any new or enhancement in any tax or levy or betterment fees or development charges or levies under any statute rules and regulations on the Project Land and/or the complex as a whole and/or the said Unit or on the transfer thereof within 7 days of a demand being made by the Vendor without raising any objection thereto as per rule.
- 12.3) Name of the Housing Complex : The Housing complex shall be known by the name of "SABAR SATHE BIBIR HATHE" and Blocks shall be known as "GITANJALI", "PUJA" "PREM" and "PRAKRITI" save and except the purchasers jointly herein nobody else shall have the right to change the said name.
- 12.4) Separate Mutation of the Unit : The Purchaser shall apply for and obtain through the Vendors at the Purchaser's cost separate assessment of the said Unit for municipal taxes and mutation of the name of the said Purchaser in respect of the said Unit in the records of the concerned Municipal Authorities.
- 12.5) Joint Purchaser : If there are two or more applicants and/or Purchaser then all of them will be jointly and severally liable to follow the terms and conditions of this Agreement and due performance and observance of the terms and conditions and service of notice on any of the joint

Purchaser will be deemed to be a proper service of the notice on all the Purchaser.

- 12.6) Neon Sign, Signage : The committee reserves unto themselves the exclusive right to use and/or permitted to be used any space in the roof/common areas of the Complex for the purpose of exhibiting any neon sign, signage or any other mode of advertisement.
- 12.7) Vendor's right over open spaces : The Vendor has the right to grant to any person the exclusive right to park his car or scooter or any other two-wheeler or otherwise use and enjoy for any other purpose, the open spaces of the Building or premises and also the covered spaces in the basement/ground floor of the building (including car parking spaces but not the ones expressly provided for to the Purchaser as per the annexed Master Plan (to earmark separate parking for visitors) till the property is sold.
- 12.8) Deemed compliance of obligations by Vendor : With effect from the Date of Deemed Possession, it shall be deemed that the Vendor has complied with all its obligations hereunder to the full satisfaction of the Purchaser/s and the Purchaser/s shall not be entitled thereafter to raise any dispute against or claim any amount from the Vendors on any account whatsoever. This will come in force from the date when the the common spaces of Phase-I will be fully handed over to all the purchasers as described as per master plan.
- 12.9) Confidentiality and Non-Disclosure : The Parties shall keep confidential all non-public information and documents concerning the transaction

contemplated herein, unless compelled to disclose such information / documents by judicial or administrative process or by other requirements of law or self grievance.

12.10) Partial invalidity : If any provisions of this Agreement or the applications thereof, to any circumstances, shall be invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provision to circumstance shall not be affected thereby and each provisions of this Agreement shall be valid and enforceable to the fullest extent permitted by law unless and until it is defined at that context. If any such provision is so held to be invalid, illegal or non-acceptable, the Parties hereto undertake to use their best efforts to reach a mutually acceptable alternative to give effect to such provision in a manner, which is not invalid, illegal or unenforceable.

12.11) All notices shall be deemed to be served by either of the parties on the other on the 4th day from the date the same has been delivered for dispatch to the postal authority by Speed Post with acknowledgement due at the last known address or at the email address of the parties hereto. Guillotine

13) **DISPUTE RESOLUTION :**

13.1) All and/or any kind of disputes arising out of this Agreement and/or in any way relating to the Composite Unit and/or the Complex shall be settled mutually and amicably by the parties, and in case the same can not be settled amicably then all and/or any dispute (save as mentioned

hereafter) shall be adjudicated only by way of Civil Suit (by paying proper Court fees) within the jurisdiction of Kolkata and in no other manner whatsoever, and that the disputes relating to maintenance and/or management of the Complex shall be referred to the Sole Arbitrator of Mr. Prasun Ghosh, Advocate or a person to be nominated by Mr. Prasun Ghosh, Advocate whose award, shall be final, conclusive and binding on the parties. Further in case of dissatisfaction on the conclusion by the Arbitrator, individual purchaser may opt for separate legal help as per court of law. Arbitrator will be liable to assist him all respect.

13.2) Only the Calcutta High Court shall have the exclusive jurisdiction in respect of all disputes and/or differences.

FIRST SCHEDULE

PART-I

(Specifications)

Wall Finish - Interior – 4” Thick brick wall including Plaster & Putty
Putty finish for the Apartments
Putty with Paint finish for common areas.
Exterior – 8” Thick Brick Wall including Plaster & Weather Coat Paint

- Kitchen - Vitrified Tiles on the floor Granite counter top with stainless steel sink
- Dado of Ceramic Tiles with size of 300mm X 300mm upto 2 ft above the counter/ platform.
- Electrical points for Refrigerator, water purifier, microwave, chimney & exhaust fan.
- Bathroom - Anti skid ceramic floor tiles on the floor
- Designer glazed ceramic tiles Dado upto door height on the walls.
- Sanitary fittings of reputed Electrical points for Geysers & exhaust fan
- Plumbing provision for Hot/Cold water line
- Flooring - Interior (Bedroom, Living, Lobby & Balcony) – Vitrified Tiles
- Staircase Half Landing – Stone slab flooring using Kota Stone/ marble/ Granite
- Well decorated and lighted entrance lobby of each block
- Well decorated lift Fascia – Kota Stone/ Granite/ Decorative Tiles
- Doors& Windows - Main Door – Flush PANEL Door with Teak Wood Finish on external side/ Steel Security Doors.

Internal Doors – Polished/ Designer Laminated
Flush Doors

Windows – Anodized Aluminum / UPVC Sliding
window with Grill

Electricals

- Provision for Split AC Points
- Provision for cable TV, Telephone + Broadband
Wiring and Security Intercom wiring.
- Plug points in all Bedrooms, living / Dining,
Kitchen & Toilets
- Concealed Copper Wiring with central MCB of
reputed make
- Modular switches/fittings of reputed make.
- Doorbell Point at the Main Entrance Door

Lift

- High – speed (NOT MORE THAN 1.0 M/S)
- Automatic lifts with well decorated lift cars
providing ultra-smooth escalation and smooth
landing will be provided in each unit of G+3
Block.

Common

Lighting

- Overhead/FOOTLIGHT TYPE illumination for
compound and street lighting inside the
campus.

Power Backup

Optimized power backup with instant change over between mains and DG Sets with a provision of 1KVA supply per apartment at extra cost.

Water Supply

24 hrs water supply with provision for Hot / Cold water lines in basins & Showers.

Treated water supply with the help of Water Treatment Plant.

Correct Sewerage treatment with the help of STP.

PART – II

(Amenities & Social Infrastructure)

Amenities offered to the Purchasers are as follows :

Water Management – 24 Hrs. Water supply.

Intercom for Security purpose.

Adequate capacity Stand by Generator for Water Pump, Common Area, Lift and Other Services.

Club House.

The area breakup of the common facilities being provided is given below:

Common Area :		
Sl. No.	Space	Area (Sqft.)
1	Service (LT Room, DG Room etc.)	1625

2	STP	500
3	Gate Goomty	154
4	Club	7190
5	Over Head Water Tank	237
6	Temple	1211
Total Common Area =		10917

Note : For providing maintenance and/or for setting up such Security Control System and Equipment for Power Back up, the Purchasers will be charged extra. Individual requirements will be borne by respective unit holders. The details to be decided by the committee in consultation with respective unit holders.

Any improvement/ upgradation in amenities shall be made available to the purchasers and shall be charged accordingly in consultation with the committee.

SECOND SCHEDULE

(Common Parts and Portions)

- 1) The common parts and portions in and around the respective Blocks including entrances, lobbies, staircases, passageways. Lifts, Lift-shafts, sub-station, pump rooms, machine room, water tank, generator room, and other facilities whatsoever required for maintenance and/or management of the building to be determined by the committee and

shall not include the Excluded and Reserved Items as per definition earlier.

- 2) The common parts shall mean common areas of the Portions which may include generator, meter rooms, main gates, security room, electrical room, darwan/s quarters, paths and passages, common passages, drive ways, entrance gates, administrative and care taker's Room, children's playground, landscaped garden area, Toilet meant for common area, Water connection in the portion, and common Equipment in respect of the common portions like lifts and lift installation, generator and installation, pump and pump installations, drains, pipes, sewers, electrical installations, intercom equipment, cable connection equipment, equipment that be provided for recreational Centre all specifically for the purpose of common user of Portion of Co-Owners and/or Co-occupiers.
- 3) The Common Parts shall include Common Installations which would include sewers, drains, channels, pipes, water courses, gutters, main wires cables, conduits, aerials, tanks, and soakways and any other apparatus for the supply of water electricity gas or telephone or television signals or for the disposal of foul or surface water.
- 4) The common parts and portions also include –
 - a) The foundation columns beams support corridors lobbies stairs stairways landings entrances exits and pathways
 - b) Drains and sewers from the premises to the Municipal Duct.

- c) Water sewerage and drainage connection pipes from the Flats to drains and sewers common to the premises.
- d) Toilets and bath rooms for use of darwan, drivers, maintenance staff of the premises.
- e) The darwan & maintenance staff rest room with electrical wiring switches and points fittings and fixtures as allocated by the Vendor.
- f) Boundary walls of the premises including outer side of the walls of the building and main gates.
- g) Water pump and motor with installation and room therefore.
- h) Tube well water pump overhead tanks and underground water reservoirs water pipes and other common plumbing installations and spaces required thereto.
- i) Transformer electrical wiring meters and fittings and fixtures for lighting the staircase lobby and other common areas (excluding those as are installed for any particular Flat) and spaces required therefore.
- j) Windows/doors/grills and other fittings of the common area of the premises.
- k) Generator its installations and its allied accessories and room.
- l) Lifts and their accessories installations and spaces required therefore.

- m) Such other common parts areas equipment installations fixtures fittings covered and open space in or about the said Premises and/or the building as are necessary for passage to or use and occupancy of the Flats as are necessary.
- n) Community Hall for common use of all the occupants of the said New Building.
- o) Landscaped Garden.
- p) Demarcated portion of Roof for common use. This will be demarcated during the signing of individual signing of agreement.

3rd Schedule

(Rights Reserved to the committee till completion of project)

- I) The right to the free and uninterrupted passage and running of all appropriate services and supplies from and other parts of the building in and through the appropriate conduits and through any structures of a similar use or nature that may at any time be constructed in, on over or under the building.
- II) The right to construct and to maintain at any time pipes, sewers, drains, mains, ducts, conduits, gutter, wires, cables (Laser option fibers, data or impulse transmission communication or reception systems) channels, flues and other necessary conducting media for the provision of services or supplies for the benefit of any part of the building.

- III) The right of the vendor and all persons authorized by it is at reasonable times and on reasonable notice (but in emergency at any time and without notice, but with intimation over electronic media like phone etc) to enter the demised unit with surveyor for any or all of the following purposes;
- (i) Carrying out work in the structure or the plant.
 - (ii) Inspecting the demised unit.
 - (iii) Showing the demised unit to any person with a view to that person acquiring an interest in it.
 - (iv) Measuring the demised unit.
 - (v) Carrying out work for which the vendor is liable under the terms of this agreement.
- IV) The right of support which the said building gives to other parts of the Building.
- V) The right to build or alter or deal with the building even if this temporarily affects the light and air coming to the demised unit or causes nuisance, damages, annoyance or inconvenience to the Purchaser/s by noise, dust, vibration or otherwise, provided this does not affect the Purchaser/s ability to use the demised unit as per the Annexed Master Plan.
- VI) The right and liberty at any time to alter, raise the height or rebuild any part of building or to erect any new building in such manner as the

vendor may think fit and proper as per the Annexed Master Plan. There will not be any deviation from the Master Plan already attached along with this agreement.

- VII) To create and to maintain in upon through under or over the said sub demised unit and the new building at any time during the terms any easement or service for the benefit of any part of the building confined to Phase-I only.

- VIII) To erect scaffolding for the purpose of repair, cleaning or painting the Building notwithstanding that such scaffolding may temporarily restrict the access to or enjoyment and use of the sub Demised Unit.

- IX) Alteration in the beams and columns passing through the Building's Common Portions for the purpose of making changing or repairing the concealed wiring and piping or otherwise.

4th Schedule

(Common Maintenance Expenses for Phase-I)

- 1) Repairing rebuilding repainting improving or other treating as necessary and keeping the property and every exterior part thereof in good and substantial repairs order and condition and renewing and replacing all own or damages parts thereof.

- 2) Painting with quality paint as often as may (in the opinion of the Association- which will be formed after handing over to the purchasers

of Phase-I) be necessary and in a proper and workmanlike manner all the wood metal stone and other work of the property and the external surfaces of all exterior doors of the Building and decorating and coloring all such parts of the property as usually are or ought to be.

- 3) Keeping the gardens and grounds of the property generally in a neat and tidy condition and tending and renewing all lawns beds shrubs trees forming part thereof as necessary and maintaining repairing and where necessary reinstating any boundary wall hedge or fence.
- 4) Keeping the private road in good repair and clean and tidy and edged where necessary and clearing the private road when necessary.
- 5) Paying a fair proportion of the cost of cleaning & repairing any drains and sewers forming part of the property.
- 6) Paying such workers as may be necessary in connection with the upkeep of the property.
- 7) Insuring any risks.
- 8) Cleaning as necessary the external walls and windows (not forming part of any flat) in the property as may be necessary keeping clean the common parts and halls passage landing and stair cases and all other common parts of the building.

- 9) Cleaning as necessary of the areas forming parts of the property.
- 10) Operating maintaining and (if necessary) renewing the lighting apparatus from time to time of the maintained property and providing such additional lighting apparatus as the vendor may think fit.
- 11) Maintaining and operating the lifts.
- 12) Providing and arranging for the emptying receptacles for rubbish.
- 13) Paying all rates taxes duties charges assessments and outgoings whatsoever (whether central state or local) assessed charged or imposed upon or payable in respect of the building or any part thereof excepting in so far as the same are the responsibility of the individual owners/ occupiers of any flat/flats.
- 14) Abating any nuisance and executing such works as may be necessary for complying with any notice served by a local authority in connection with the development or any part thereof so far as the same is not the liability of or attributable to the flat of any individual lessee of any flat.
- 15) Generally managing and administering the development and protecting the amenities in the building and for that purpose employing contractor

and enforcing or attempting to enforce the observance of the covenants on the part of any occupants of any of the flats.

- 16) Employing qualified accountant for the purpose of auditing the accounts in respect of the maintenance expenses and certifying the total amount thereof for the period to which the account relates.
- 17) Complying with the requirements and directions of any competent authority and with the provisions of all statutes and all regulations orders and bye-laws made there under relating to the building excepting those which are the responsibility of the owner/occupier of any flat/flats.
- 18) Insurance of fire fighting applications and other equipment for common use and maintenance renewal and insurance of the common television aerials and such other equipment as the vendor may time to time consider necessary for the carrying out of the acts and things mentioned in this Schedule.
- 19) Administering the management company staff and complying with all relevant status and regulations and orders there-under and employing suitable persons or firm to deal with these matters.
- 20) The provision for maintenance and renewal of any other equipment and the provision of any other service which in the option of the Management company/Association it is reasonable to provide.
- 21) In such time to be fixed annually as shall be estimated by the vendor after consulting the said committee (whose decision shall be final

subject to satisfaction of min 80% of the purchasers) to provide a reserve fund for items of expenditure referred to this schedule to be or expected to be incurred at any time.

- 22) The said reserve fund shall be kept in separate account and the interest thereof or income from the said fund shall be held by the Association for the owners of the flat/flats and shall only be applied in accordance with the decision of the Association.
- 23) The charges/fees of any professional company/ agency appointed to carry out maintenance and supervision of the building complex.

5th Schedule

Part-I

(Regulations And Registrations)

the Purchasers/ agrees and covenants :-

- a) To co-operate with the Other Purchaser/s and the Vendor in the management and maintenance of the said New Building restricted to Phase-I only which is clearly defined through master plan.
- b) To observe the rules framed from time to time by the Association.
- c) To use the said Flat for residential purposes and other legal purpose only.

- d) To allow the Vendor with or without workmen to enter into the said Flat for the purpose of maintenance and repairs but only with 24-hours prior notice in writing to the purchaser and after getting his consent with timeframe.
- e) To pay and bear the common expenses and other outgoings and expenses since the date of possession and also the rates and taxes for the said flat and proportionately for the schedule as per master plan and/or common parts/areas and wholly for the said flat and/or to make deposits on account thereof in the manner mentioned in the Allotment offer to the vendor and upon the formation of the Association to such Association. Such amount shall be deemed to be due and payable on and from the date of possession (as defined herein) whether physical possession of the said flat has been taken or not by the Purchaser/s. The said amounts shall be paid by the Purchaser/s without raising any objection thereto regularly and punctually within 72 hours to the association or prefixed account and upon formation of the Association to such Association. Vendor is committed to assist in all respect to the association for the purchasers interest without raising any objection. Vendor will be a permanent invitee of the Association.
- f) To deposit the amounts reasonably required with the association/prefixed account of the association and upon the formation of the Association with such association towards the liability for rates and taxes and other outgoings expenses to be decided by the committee.

- g) To pay charges for electricity in relation to the said Flat wholly and proportionately relating to the common parts where proportionate implies the even distribution of the users at that point of time.
- h) Not to subdivide the said parking space if allotted or any portion thereof.
- i) Not to do anything or prevent the vendor from making further or additional constructions as per annexed master plan notwithstanding any temporary disruption in the purchaser/s enjoyment of the said flat. However vendor is committed to restrict his act within the master plan attached herewith.
- j) To maintain or remain responsible for the structural stability of the said flat and not to do anything which has the effect of affecting the structural stability of the building and also not to store or bring and allow to be stored and brought in the said Flat/Unit any goods of hazardous or combustible nature as per general guideline of Govt of India and West Bengal.
- k) or which are so heavy as to affect or endanger the structure of the Block or any portion of any fitting or fixtures thereof including windows, doors, floors, etc. in any manner.
- l) Not to do or cause anything to be done in or around the said flat which may cause or tend to cause or tantamount to cause or effect any

damage to any flooring or ceiling of the said flat or adjacent to the said flat or in any manner interfere with the use and rights and enjoyment thereof or any open passages or amenities available for common use.

- m) Not to damage demolish or cause to damage or demolish the said flat or any part thereof or the fittings and fixtures affixed thereto which may cause damage to any other portion of the building in any manner.
- n) Not to close or permit the closing of verandahs or lounges or balconies and lobbies and common parts and also not to alter or permit any alteration in the elevation and outside colour scheme of the exposed walls of the verandahs lounge or any external walls or the fences of external doors and windows including grills of the said flat which in the opinion of other purchasers and/or committee differs from the colour scheme of the building or which in the opinion of the other purchasers or committee may affect the elevation in respect of the exterior walls of the said building.
- o) The Purchaser may install grills as per approval design and specified norms at extra costs such designs and the place of installation shall have to be got approved by the Architect/ Vendor and clearly described in the schedule of deliverables

- p) Not to do or permit to be done any act or thing which may render void or voidable any insurance in respect of the said flat or any part of the said building or cause increased premium to be payable in respect thereof if the building is insured.
- q) Not to make in the said flat any structural additions and/or alterations such as beams columns partition walls etc. or improvements of a permanent nature except with the prior information to the association and with the sanction of the authorities concerned as and when required.
- r) Not to use the said flat or permit the same to be used for any purposes whatsoever other than residential purpose and legal purpose and shall not use for the purpose which may or is likely to cause nuisance or annoyance to co-purchasers/ occupiers of the other portions of the said building or buildings to the owners and occupiers of the neighboring premises.
- s) Similarly shall not keep in the parking place anything other than private motor car or motor cycle and shall not raise or put up any kutchra or pucca constructions grided wall or enclosure thereon or part thereof and shall keep it always open as before. Dwelling or staying of any person or blocking by putting any articles shall not be permitted.
- t) Not to use or permit to be used the allocated car parking space for any other purpose whatsoever other than parking of its own car/cars.

- u) Not to park car on the pathway or open spaces of the building at any other place except the space allotted to him/her/it and shall use the pathways as would be decided by the association.
- v) Not to let out, mortgage or give on rent or transfer the car parking space independently and separately of the flat/unit.
- w) To abide by such building rules and regulations as may be made applicable by the committee before the formation of Association and after the formation of the Association to comply with and/or adhere to the building rules and regulations of such association.
- x) Not to put any nameplate or letter box or neon-sign or board in the common areas or on the outside wall of the block save a letter-box at the place in the ground floor as be expressly approved or provided by the vendor and a decent nameplate outside the main gate of his unit.
- y) Not to alter the outer elevation of the block or any part thereof nor decorate the exterior of the block otherwise than in the manner agreed by the association and/or the purchasers of the same block or unit or in the manner as near as may be in which it was previously decorated.
- z) Not to bring in any contractor or any labour or mason of his own so long as the said complex is not handed over by the vendor to the Association.

- aa) Watchman, driver, domestic servants or any other person employed by the Purchaser/s or his Agents shall not be allowed to sleep or squat in the common passage/ lobby/ terrace/ corridors/ lift room/ garden etc.

PART - II

(USER RULES)

- A) The lobbies, entrances and stairways of the Building shall not be obstructed or used for any purpose other than ingress to and egress from the flat.
- B) Children shall not play in the public halls, stairways or elevators and shall not be permitted in the service elevators of the Building.
- C) No Purchaser/Occupier shall make or permit any disturbing noises in the Building or do or permit anything to be done therein which will interfere with the rights comfort or convenience of other occupiers. No Occupier shall play upon or suffer to be played upon instrument or permit to be operated a phonograph or radio or television loud speaker in such the apartment if the same shall disturb or annoy other occupants of the building. No Purchaser/Occupier shall give vocal or instrument instruction at any time in order to reduce sound emanating from an apartment.

- D) Each Owner shall keep such apartment in a good state of preservation and cleanliness and shall not throw or permit to be thrown there from or from the doors, windows, terraces, balconies thereof any dirt or other substances.
- E) No article shall be allowed to be placed in the halls or on the staircase landings or fire towers nor shall anything be hung or shaken from the floor, windows terraces or balconies or place upon the window sills of the Building. No fences or partitions shall be placed or affixed to any terrace without the prior approval of the association.
- F) No shades awnings, window guards, ventilators or air conditioning devises shall be used in or about the Building excepting as such have been scheduled in this agreement. However necessary changes may be made as per the choice of the owner after taking over through sale deed at his own cost.
- G) No sign, notice or advertisement shall be inscribed or exposed on or at a window or other part of the building except such as be approved by the association nor shall anything be projected out of any window of the Building without similar approval
- H) Water-closets and other water apparatus in the Building shall not be used for any purpose other than those for which they were constructed nor shall any sweepings, rubbish, rags or any other article be thrown into the same. Any damage resulting from misuse of any of the water-closets or apparatus shall be paid for by the Unit-owner in whose

apartment it shall have been caused. Vendor has to produce the exact evidence to the committee and the association before the claim.

- I) No bird or animal shall be kept or harboured in the common areas of the Building. In no event shall dogs and other pets be permitted on elevators or in any of the common portions of the Building unless accompanied.
- J) No radio or television aerial shall be attached to or hung from the exterior of the building without the permission of the association
- K) Garbage and refuse from the apartments shall be deposited in such place only in the Building and in such manner as the Maintenance-in-Charge of the Building may direct.
- L) No vehicle belonging to a Purchaser or to a member of the family or guest, sub-tenant or employee of a lessee shall be parked in the open space or in such manner as to impede or prevent ready access to the entrance of the Building by another vehicle.
- M) The purchaser is not to fix any antenna, equipment or any gadget on the roof or terrace of the building or any window antenna excepting that the Purchaser shall be entitled to avail of the cable connection facilities provided to all.
- N) After the purchaser the Purchaser shall get his flat mutated. In case of default by the Purchaser, the vendor will be entitled to get the said Unit mutated and apportioned in the name of the Purchaser/s subject to the

Purchaser bearing any paying all costs, charges and expenses including professional fees.

- O) The access to the ultimate roof in common with others shall be permissible BUT not to use the common areas and installations the roof of the said building for holding any cultural/social/functional programme or for resting of any staff etc. or for other undesirable and/or objectionable uses and purposes which may cause nuisance and annoyance or obscenity.
- P) These house rules may be added to, amended or repealed at any time by the purchaser/s and association jointly and after formation by the Association.

6th Schedule

Part-I

(Flats)

ALL THAT **XXX** Flat, Flat No. **XXX** in Block No. - X, having a Chargeable Area of **XXX** square feet (as per RERA calculation) at the Sabar Sathe Bibirhate project being situated at Shaw Palace, Nibaran Dutta Road, Mouza Chandandaha, Bibirhat, South 24 Parganas, Pin – 743503.

Carpet Area of the Flat						
Floor	Bedroom-I (in sqft)	Toilet-I (in sqft)	Kitchen (in sqft)	Drawing Room (in sqft)	Dining Room (in sqft)	Lobby Area (in sqft)
Third Floor	<u>XXX</u>	<u>XXX</u>	<u>XXX</u>	<u>XXX</u>	<u>XXX</u>	<u>XXX</u>
Total	<u>XXX</u>	<u>XXX</u>	<u>XXX</u>	<u>XXX</u>	<u>XXX</u>	<u>XXX</u>

Balcony Area/ Open Terrace (in sqft) – **XXX**

Cupboard Area (in sqft) – **XXX**

Part-II
(Parking Space)

ALL THAT One number of open parking space to be allotted by Vendor to the purchaser which will be free of cost.

7th Schedule
Part-I
(Consideration)

The consideration amount for the Flat is Rs. **XXXXXXXX** /- (Rupees **XXXXXXXX** only) exclusive of GST @12% for the total area of **XXXXXXXX** Square feet @ Rs. **XXXXXXXX** /- per Square feet. Morefully described in the below schedule
(The consideration amount mentioned above is excluding any escalation charges.)

Flat Type	XXXXXXXX
<u>RERA Area</u>	XXXXXXXX
<u>Rate per square feet</u>	XXXXXXXX
<u>Consideration Amount</u> (excl. of GST)	XXXXXXXX
<u>GST @ 12% *</u>	XXXXXXXX
<u>Total Consideration</u> <u>Amount</u>	XXXXXXXX

<u>Amount already Paid</u>	<u>XXXXXXXX</u>
<u>Balance Due</u>	<u>XXXXXXXX</u>

- **The benefit of “input tax credit” pertaining to GST will be passed on as per Anti- Profiteering Rule vide Section 171 of the CGST/SGST Act, prior to registration of the property.**

Part -II

(Payment Schedule)

The consideration amount with additional GST as applicable for G+3 storied building i.e. for 1BHK Flat and 2BHK Flat and 2BHK Duplex and 3BHK Duplex shall be paid by the Purchaser to the vendor as and when required by the vendor or in the manner as follows: -

- i) 20% to be paid at the time of booking of the Flats and Signing of the agreement.
- ii) 20% to be paid after completion of foundation
- iii) 30% to be paid after completion of Super structure construction.
- iv) 20% to be paid after completion of finishing work as per agreement.
- v) 10% to be paid at the time of registration.

8th Schedule

(Deposits & Extra Charges)

Sl. No.	Particulars	Charges	When Payable
1)	Electricity Installation Charge	On Actual Basis	As mentioned in Cloumn-5 of the Table given in Part-II of the 7th Schedule hereinabove.
2)	Generator Installation Charge	On Actual Basis	As mentioned in Cloumn-5 of the Table given in Part-II of the 7th Schedule hereinabove.
3)	Electricity Deposit	As Applicable	At the time of applying for individual meter/ bulk supply, in advance.
4)	Stamp duty, Registration Charge, & Misc. Incidental, expenses regarding execution and registration of documents	As Applicable	10 days before the execution & Registration of Document.
5)	Legal Charges	Rs. 25,000/- per document.	1/2 at the time of agreement and balance 1/2 at the time of possession or execution and registration of documents whichever is earlier.
6)	Duties and Taxes	As applicable	Along with Consideration amount with every and each instalment
7)	Maintenance Expenses	As be determined and payable to the	Regularly, each and every month from the date of possession and/.or deemed possession.

		society maintenance authority.	
8)	Maintenance deposit	To be decided by the committee.	Within 7 days of Notice for possession along with Registration
9)	Security Control System	As per Actual	At the time of commissioning.

9th Schedule

(Title Devolution)

1) TITLE DEVOLUTION OF SURAJ SHAW

NAME	KHATIAN No.	DEED No.	DAG No.	AREA (in acre)
Suraj Kumar Shaw	2831	1048 of year 1996	505	0.13
		3229 of the year 1995 and deed no 1049 of the year 1996	503 504	0.12 0.21
		2620 of the year 1997 and deed No 3090 of the year 1997	511	0.08

Report on Title in respect of Agriculture/Vastu Land all within P.S. Bisnupur, Mouza-Chandandaha J.L. No. 37 L.R. Khatian No. 2831 (a) R.S. & L.R. Dag No. 505 Area 13/42 dec. out of 3 & 1/4th Dec. (Shali) (b) R.S. Dag No. 503, Area 2 79/84 dcml. out of 3 1/4th dcml. danga (c) R. S. and L. R. Dag No. 511 Area 4 Dec. (Shali) (d) R.S. & L.R. Dag No. 511 Area 0.3 Dcml. (Shali) (e)

R.S. & L. R. Dag No. 503-0.12 dcml. (Danga), R. S. & L. R. Dag No. 504-0.20 ½ dcml. (Vastu) owned by Suraj Kumar Shaw son of Late Pachulall Shaw of Chandandaha P.S. Bishnupur.

(a) In the year 1967 one Megnath Bera and one Smt. Matibala Dassi (Bera) both resident of the then Kanchan Beria in the District 24 Pgs. South were owners of the aforesaid property. Subsequently by a Registered Deed dated 20-9-1967 being Deed No. 4889 for the year 1967 with D.R. Alipore a portion of the said land was sold to one Lakshmi Rani Kundu.

(b) The said Lakshmi Rani Kundu while being possessed of the said property died intestate leaving her husband Ratanlal Kundu and sons Kamal Kundu, Subrata Kundu, Dilip Kundu and Raja Kundu who by efflux of the succession Act became Joint Owner of the said property. Subsequently the said Joint owners sold the said property for and in favour of Suraj Kumar Shaw vide Deed No. 3229 with ADSR, Bishnupur for the year 1995.

(c) A part of the said aforesaid property being 2 dcml. under dag No. 505 was owned by Brindavan Jana and Shakhibala Jana as free hold land. Which the said Shakhibala Jana by a Deed No. 8561 for year 1961 gifted to Naba Kumar Jana whereas the said Brindaban Jana by a Deed No. 8563 for the year 1962 gifted to the said Naba Kumar Jana who in turn by Deed No. 1839 for the year 1982 with ADSR Bishnupur gifted to his son Deepak Jana which was sold to Suraj Kumar Shaw by Deed No. 669 with ADSR-Bishnupur. Subsequent thereto the Deed of Exchange took place in between the present owner and Alpana Mallick and/or Ashok Kumar Mallick separately whereby the ownership of Suraj Kumar Shaw was confirmed on the aforesaid properties.

(d) The other portion of the property at Dag No. 511 was recorded ancestral property of Dharendra Nam alias Nabin Chandra Bera on his death his legal heirs sold the said property by Deed No. 5180 for the year 1956 to Indumati

Bera who sold the said property vide deed no. 214 for the year 1962 with ADSR Bishnupur to one Panu Chayan Pal who passed away intestate leaving his legal heirs out of whom one Dilip Pal duly authoised by other legal heirs sold the said property vide Deed No. 2947/2948 for the year 1995 to and in favour of the Natural Gurdian Gunadhar Pal for his two minor sons Sanjay and Bikash. Vide Deed No. 2620 for the year 1997 the said Gunadhar Pal sold the property to Suraj Kumar Shaw.

2) TITLE DEVOLUTION OF KIRAN SHAW

NAME	KHATIAN No.	DEED No.	DAG No.	AREA (in acre)
Kiran Shaw	2832	299 of the year 2005 and deed no 680 for the year 2000	510/1987	0.25
		238 of the year 2005	510	0.35
		300 of the year 2005 and deed no 2563 for the year 2001	513	0.10
		301 for the year 2005	518	0.24

Title in respect of Agricultural Land all within P.S. Bishnupur, Mouza – Chandandha, J.L. No.37, L.R. Khaitan No.2832, (a) R.S. and L.R. Dag No.510/1987 area 11 satak out of 25 satak, (b) R.S. and L.R. Dag No.510, area 35 satak out of 1.35 satak, (c) R.S. and L.R Dag No.513, area 05 satak out of 10 satak, (d) R.S and L.R Dag No.518, area 23 ^{3/4} satak out of 1.06 satak, (e) R.S. and L.R. Dag No.510/1987, area 14 ^{1/16} satak out of 25 satak and (f) R.S. and L.R. Dag No.513, area 5 satak out of 10 satak . (hereinafter called “the said Agricultural Land”) at present owned by Smt. Kiran Shaw

daughter of Shri Arjun Lal Shaw of Chandandha, P.S. Bishnupur (hereinafter called “the present Owner/Occupier”).

- a) Vernacular Cobala dated 14th December 2001 made between Nisharan Bibi, Sabuda Bibi, Jabeda Bibi, Shahida Bibi, Tanuja Babi all represented by Illias Shek (Vendors) and Smt. Kiran Shaw (purchaser) and Registered at the office of A.D.S.R – Bishnupur, in Book-I, Volume – 05, Pages 15 to 20, Being 299 for the year 2005,
- b) Vernacular Cobala dated 13th July 2001 made between Piyar Ali, Jarina Bibi, Sabuda Bibi, Jabeda Bibi, Shahida Bibi, Tanuja Bibi all represented by Illias Shek (Vendors) and Smt. Kiran Shaw (purchaser) and Registered at the office of A.D.S.R – Bishnupur, in Book-I, Volume – 04, Pages 193 to 198, being 238 for the year 2005,
- c) Vernacular Cobala dated 13th July 2001 made between Chati Ram Orofe (Vendor) and Smt. Kiran Shaw (purchaser) and Registered at the office of A.D.S.R – Bishnupur, in Book-I, Volume – 05, Pages 21 to 25, being 300 for the year 2005,
- d) Vernacular Cobala dated 13th October 2002 made between Badal Chandra Das (Vendor) and Smt. Kiran Shaw (purchaser) and Registered at the office of A.D.S.R – Bishnupur, in Book-I, Volume – 05, Pages 25 to 32, being 301 for the year 2005.
- e) Vernacular Cobala dated 28th February 2000 made between Md. Piyar Ali Shek, Md. Iliash Shek, Jarina Bibi (Vendors) and Smt. Kiran Shaw (purchaser) and Registered at the office of A.D.S.R – Bishnupur, in Book-I, Volume – 09, Pages 491 to 496, being 680 for the year 2000,
- f) Vernacular Cobala dated 22nd February 2000 made between Chati Ram Orfe alias Ratan Chandra Samanta (Vendor) and Smt. Kiran Shaw (purchaser) and Registered at the office of A.D.S.R – Bishnupur, in Book-I, Volume – 28, Pages 293 to 296, being 2563 for the year 2001.

From the Recital of the Vernacular Cobala mentioned in item no. (a) above referred to above it appears as follows :-

On 06.07.1984 Smt. Ashalata Paul sold the captioned land to Shek. Tai Ruddin vide Deed No.5455 for the year 1984 registered at the office of A.D.S.R., Bishnupur in Book No.I and the said Tai Ruddin died intestate leaving the legal heirs mentioned in item no.(a) above. The said legal heirs sold the captioned land to Smt. Kiran Shaw.

From the Recital of the Vernacular Cobala mentioned in item no. (b) above referred to above it appears as follows :-

On 06.07.1984 Smt. Ashalata Paul sold the captioned land to Shek. Tai Ruddin vide Deed No.5455 for the year 1984 registered at the office of A.D.S.R., Bishnupur in Book No.I and the said Tai Ruddin died intestate leaving the legal heirs mentioned in item no.(b) above. The said legal heirs sold the captioned land to Smt. Kiran Shaw.

From the Recital of the Vernacular Cobala mentioned in item no. (c) above referred to above it appears as follows :-

Sri Chatiram alias Ratan Chandra Samanta inherited the captioned land from his father late Kedarnath Samanta. The said Chatiram sold the captioned land to Smt. Kiran Shaw.

From the Recital of the Vernacular Cobala mentioned in item no. (d) above referred to above it appears as follows :-

On 12.03.1986 vide two Deeds being Nos.1688 and 1690 for the year 1986 registered at the Office of A.D.S.R, Bishnupur in Book No.I Badal Chandra Das purchased the captioned land from Sambhu Chandra Ghosh. Thereafter said Badal Chandra Das sold the captioned land to Smt. Kiran Shaw.

From the Recital of the Vernacular Cobala mentioned in item no. (e) above referred to above it appears as follows :-

On 6.07.1984 vide Deed No.5455 Registered at the Office of A.D.S.R, Bishnupur in Book No.I, Ashalata Paul sold the captioned land to Sekh Tai

Ruddin. After the death of Sekh Tai Ruddin the vendors mentioned item no.(e) above inherited the captioned land. Thereafter the legal heirs of Sekh Tai Ruddin sold the captioned land to Smt. Kiran Shaw.

From the Recital of the Vernacular Cobala mentioned in item no. (f) above referred to above it appears as follows :-

Chatiram alias Ratan Chandra Samanta inherited some land from his father and on 21.03.1964 vide Deed No.2059 Registered at the office of A.D.S.R, Bishnupur in Book No.I, Nilratan Samanta sold the captioned land to Chatiram alias Ratan Chandra Samanta. The said Chatiram alias Ratan Chandra Samanta sold the captioned land to Smt. Kiran Shaw.

3) TITLE DEVOLUTION OF USHA SHAW

NAME	KHATIAN No.	DEED No.	DAG No.	AREA (in acre)
Usha Shaw	2830	2380 of the year 1995	512	0.11
		3228 of the year 1995	504	0.09
			514	0.12
			515	0.10

Title in respect of Agricultural/Bastu Land all within P.S. Bishnupur, Mouza – Chandandha, J.L. No.37, L.R. Khaitan No.2830 (a) R.S. and L.R. Dag No.512, area 11 satak (Sali), (b) R.S. and L.R. Dag No.504 - .09 ^{1/2} dec. (Bastu), R.S. and L.R. Dag No.514 – 0.12 dec. (Bastu), R.S. and L.R. Dag No.515 – 0.10 ^{1/2} dec. (Danga) (hereinafter called “the said Land”) at present owned by Smt. Usha Shaw wife of Suraj Kumar Shaw of Chandandha, P.S. Bishnupur (hereinafter called “the present Owner/Occupier”).

(a) Vernacular cobala dated 28th August 1995 made between Tapan Kumar Poyali (Vendor) and Smt. Usha Shaw (purchaser) and Registered at

the office of A.D.S.R – Bishnupur, in Book-I, Volume – 30, Pages 21 to 26, being 2380 for the year 1995 and

(b) Deed of Conveyance dated 1st November 1995 made between Ratan Kundu son of Late Ashu Kundu, Kamal, Subrata, Dili, Raja all sons of Ratan Kundu (Vendors) and Smt. Usha Shaw (purchaser) and Registered at the office of A.D.S.R – Bishnupur, in Book-I, Volume – 38, Pages 117 to 126, being 3228 for the year 1995.

From the Recital of the Vernacular Cobala mentioned in item no. (a) above referred to above it appears as follows :-

The said Tapan kumar Poyali inherited the captioned land from his father late Shib Charan Poyali and recorded his name in the record of the B.L. & L.RO and thereafter the said Tapan Kumar Poyali sold the captioned land to Smt. Usha Rani Shaw.

From the Recital of the Vernacular Cobala mentioned in item no. (b) above referred to above it appears as follows :-

On 27th September 1967 by a registered cobala Sri Megh Nath Bera and Sm. Moti Bala Dasi (Bera) jointly sold the captioned land to Sm. Lakshmi Rani Kundu vide Deed No.4889 for the year 1967 Registered at the Office of D.R. Alipore, in Book No.1. The said Lakshmi Rani Kundu died intestate on 18th August 1993 living Ratan Kundu, Kamal Kundu, Subrata Kundu, Dilip Kundu, Raja Kundu as her only heirs and legal representative. Thereafter the said Ratan Kundu and others jointly sold the captioned land to Mrs. Usha Rani Shaw.

4) TITLE DEVOLUTION OF ASHOK KUMAR SARAWAGI

NAME	KHATIAN No.	DEED No.	DAG No.	AREA (in acre)
Ashok Kumar Sarawagi	2904	I-1613-03552/2017	518	0.29

Set out herein below the devolution of Title as is appearing from the Recital of the Chain Deed whereby the erstwhile owner Kartick Chandra Pal son of Atul Chandra Pal purchased the Properties comprising in Land R.S. & L.R. Dag No. 518 with L.R. Khatian Nos. 20 and 2258, Mouza ChandanDaha within the District- South 24 Parganas having an area of 0.12 Acre and 0.17 Acre respectively.

It appears that one Sambhu Charan Ghosh by a Deed of Gift registered in Book No. I, Deed No. 12729 for the year 1975 became seized and possessed of which the said Sambhu Charan Ghosh vide Deed No. 1694 for the year 1986 with ADSR, Bishnupur transferred in favour of Kartick Chandra Pal and the said Kartick Chandra Pal Vide Deed No. 03552 for the year 2017 with ADSR, Bishnupur transferred in favour of the present owner i.e. Ashok Kumar Sarawagi.

5) TITLE DEVOLUTION OF ANITA SRIVASTAVA

NAME	KHATIAN No.	DEED No.	DAG No.	AREA (in acre)
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Anita Srivastava	2902	I-1613-03553/2017	518	0.24
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Set out herein below the devolution of Title as is appearing from the Recital of the Chain Deeds whereby the erstwhile owner Tapas Kumar Pal son of Kartick Chandra Pal purchased the Properties comprising in R.S. & L.R. Dag No. 518 with L.R. Khatian No. 2795, Mouza ChandanDaha within the District- South 24 Parganas having an area of 0.24 Acre.

It appears that by three Bengali Cobala being Deed Nos. 2740, 2741 and 2743 for the year 1992 with ADSR, Bishnupur the said erstwhile owner Tapas Pal purchased the said properties. It appears that Late Rajab Ali Sekh and Late Tairuddin Sekh and Late Ashu Sekh were the recorded owners with the records of BL&LRO long back and on their demise their legal heirs Anwar Ali Sekh and others legal heirs of Late Rajab Ali Sekh and Khoda Bux Sekh and others and Piyar Ali Sekh others legal heirs of Tairuddin Sekh became Owners by Laws of Inheritance. Subsequently, the said Tapas Pal Vide Deed No. 03553 of 2017 with ADSR, Bishnupur transferred the said property to and in favour of Smt. Anita Srivastava.

6) TITLE DEVOLUTION OF SNL REALTY INFRA PVT. LTD.

NAME	KHATIAN No.	DEED No.	DAG No.	AREA (in acre)
SNL Realty Infra Pvt. Ltd.	2850	I-1613-06187/2016	510	0.50
		I-1613-06189/2016	510	0.50
		I-1613-06188/2016	510/1988	0.085
		I-1613-06190/2016	510/1988	0.085

Title in respect of Agricultural Land all within P.S. Bishnupur, Mouza – Chandandha, J.L. No.37, L.R. Khatian No.2106 R.S. and L.R. Dag No.510, area 50 satak (Sali) and 510/1988 area 0.085 satak (Sali), Police Station and

Sub-Registry Office – Bishnupur, in the District of South 24 Parganas (hereinafter called “the said Land”) at present owned by Rabindra Nath Santra son of Dulal Chandra Santra of Chandandha, P.S. Bishnupur, South 24 Parganas (hereinafter called “the present Owner/Occupier”).

With the Recital of the Vernacular cobala dated 6th July 1984 made between Tai Ruddin Sekh (Vendor) and Rabindra Nath Santra (purchaser) and Registered at the office of A.D.S.R – Bishnupur, in Book-I, being 5458 for the year 1984.

From the Recital of the Vernacular Cobala referred to above it appears as follows :-

- a. Originally one Chanchalbala Dasi was the recorded owner of the captioned land and on 13.02.1970 by a Registered Deed of Gift being No.871 for the year 1970 registered at the office of A.D.S.R Bishnupur, Book No. I, she gifted the captioned land to one Ashalata Paul.
- b. The said Ashalata Paul on 06.07.1984 by a Registered deed no. 5455 for the year 1984 registered at the office A.D.S.R Bishnupur in Book No. I sold the captioned land to Tai Ruddin Sekh. After purchase the said Tai Ruddin Sekh was recorded as owner of the land.
- c. In the year 1984 the said Tai Ruddin Sekh sold the said land to one Sri Rabindranath Santra.

Title in respect of Agricultural Land all within P.S. Bishnupur, Mouza – Chandandha, J.L. No.37, L.R. Khatian No.2106 R.S. and L.R. Dag No.510, area 50 satak (Sali) and 510/1988 area 0.085 satak (Sali) Police Station and Sub-Registry Office – Bishnupur, in the District of South 24 Parganas (hereinafter called “the said Land”) at present owned by Smt. Purnima Santra wife of Bhola Nath Santra of Chandandha, P.S. Bishnupur, South 24 Parganas (hereinafter called “the present Owner/Occupier”).

Recital of the Vernacular cobala dated 6th July 1984 made between Tai Ruddin Sekh (Vendor) and Smt. Purnima Santra (purchaser) and Registered at the office of A.D.S.R – Bishnupur, in Book-I, being 5457 for the year 1984.

From the Recital of the Vernacular Cobala referred to above it appears as follows:-

- a. Originally one Chanchalbala Dasi was the recorded owner of the captioned land and on 13.02.1970 by a Registered Deed of Gift being No.871 for the year 1970 registered at the office of A.D.S.R Bishnupur, Book No. I, she gifted the captioned land to one Ashalata Paul.
- b. The said Ashalata Paul on 06.07.1984 by a Registered deed no. 5455 for the year 1984 registered at the office A.D.S.R Bishnupur in Book No. I sold the captioned land to Tai Ruddin Sekh. After purchase the said Tai Ruddin Sekh was recorded as owner of the land.
- c. In the year 1984 the said Tai Ruddin Sekh sold the said land to one Smt. Purnima Santra.

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

SIGNED, SEALED & DELIVERED

by the Owner/Vendor at Kolkata
in presence of :

SIGNED, SEALED & DELIVERED

by the Purchaser at Kolkata
in presence of :

SIGNED SEALED AND DELIVERED

By the said Anita Srivastava and
Ashok Sarawagi the Confirming parties
At Kolkata in presence of _ :

Drafted by me

Advocate

Dated this day of 2018

B E T W E E N

M/s. SNL Realty Infra Pvt. Ltd.

... Developer

AND

Mr. XXXXXXXXXXXX

.....Purchaser

AND

**Anita Srivastava and Ashok
Sarawagi**

... Confirming Party