

THIS AGREEMENT made this the ____ day of _____, Two Thousand and _____ **BETWEEN DEVALOKE DEVELOPERS LIMITED**, a company incorporated under the Companies Act, 1956 and having its registered office at 82, Garia Main Road, Mahamayatala, Kolkata 700084, hereinafter referred to as the **VENDOR** (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successors, administrators and assigns) of the FIRST PART

AND

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

OR

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

AND

RAFIKUL ALAM SARKAR, son of Late Abdul Hakim Sarkar, resident of Village Jagannathpur, P.O. : R.K. Pally , P.S. : Sonarpur, District South 24 Parganas,**ABDUR RAUF SARDAR alias ABDUR RAUF SARKAR**, son of Late Abdul Hakim Sarkar, resident of Village Jagannathpur, P.O. : R.K. Pally , P.S. : Sonarpur, District South 24 Parganas,**JAHANARA BIBI**, wife of Yunus Ali Molla and daughter of Late Abdul Hakim Sarkar resident of Village Poleghat, P.O.Jagaddal, P.S. – Sonarpur, District South 24 Parganas and **HOSNE ARA BIBI alias HOSENARA BIBI**, wife of RobiyelHaq Mondal and daughter of Late Abdul Hakim, resident of B-6 Brahmapur Place, P.O. BrahmapurBadamtala, Kolkata-700096, hereinafter collectively referred to as the CONFIRMING PARTY (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their respective successors, legal representatives, heirs, executors, administrators, and assigns) of the THIRD PART

WHEREAS :

A. Devaloke Developers Limited, the Vendor herein is seized and possessed of and/or otherwise well and sufficiently entitled to All That 8.18 Acres of land contained in R.S. Dag Nos. 407, 454, 408, 418, 456, 457, 412, 416, 420, 417, 419, 421, 433, 433/811, 434, 435, 436, 437, 438, 448, 439, 440, 441, 443, 442, 445, 447, 449, 450, 451, 452, 455, 458, 459, 460, 464 and 453 (being L.R. Das Nos. 449, 495, 450, 460, 497, 498, 454, 458, 462, 459, 461, 463, 473, 475, 476, 477, 478, 479, 480, 489, 481, 482, 483, 485, 484, 487, 488, 490, 491, 492, 493, 496, 499, 500, 501, 505 and 494) situate and lying at Mouza

Jagannathpur ; 1.2830 Acres of land contained in R.S. Dag Nos. 400, 412, 404, 411, 417, 413, 414 and 416 (being L.R. Dag Nos. 431, 434, 439, 446, 448, 435, 436 and 447) situate and lying at Mouza Teghori ; and 2.10 Acres of land contained in R.S Dag Nos. 4, 5, 6, 14, 15, 16, 17, 18, 18/494 and 19 (being L.R. Dag Nos. 1, 2, 3, 4, 5, 6, 7, 8, 9 and 10) situate and lying at Mouza Nischintapur P.S. and Sub-Registry Office Sonarpur, all within the limits of Ward No. 8 of the RajpurSonarpur Municipality in the District of South 24-Parganas, such land being more fully described in the Part – I of the First Schedule hereto free from all encumbrances, charges, liens, lispens, acquisitions, requisitions, attachments and trust of whatsoever nature, the Vendor having obtained title to the same by diverse deeds of conveyance and exchange more fully particularised in the Second Schedule hereto

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

C. Rafikul Alam Sarkar, Abdur Rauf Sarkar, Jahanara Bibi and Hosne Ara Bibi, the Confirming Parties herein are jointly seized and possessed of and/or otherwise well and sufficiently entitled to the plot of land the piece and parcel of land measuring 51 Decimals, be the same a little more or less situate at Mouza Jagannathpur, J.L. No. 51, Block Sonarpur, P.S. and Sub-Registry Office Sonarpur, lying within the limits of RajpurSonarpur

Municipality in the District of South 24-Parganas being a demarcated portion of the lands comprised in R.S. Dag No.460 corresponding to L.R. Dag No. 501, lying within the limits of Ward No. 8 of the RajpurSonarpur Municipality in the District of South 24-Parganas, such plot of land being more fully described in Part – III of the First Schedule hereto free from all encumbrances, charges, liens, lispens, acquisitions, requisitions, attachments and trust of whatsoever nature, the said confirming parties having obtained title the same by way of inheritance.

D. In terms of a Development Agreement dated 6th June 2013 entered into by and between Devaloke Developers Limited and RafikulAlam Sarkar, Abdur Rauf Sardar alias AbdurRouf Sarkar, Jahanara Bibi, and Hosne Ara Bibi alias Hosenara Bibi duly registered in the office of the District Sub-Registrar - IV, South 24 Parganas and recorded therein in Book No. I, CD Volume No. 27 at Pages 3586 to 3617, Being No. 05220 for the year 2013, it was agreed that Devaloke would develop the lands described in the Second Schedule hereunder written on the terms and conditions appearing therein.

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

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

AbdurRouf Sarkar, Jahanara Bibi, and Hosne Ara Bibi alias Hosenara Bibi undivided shares of land in each of the Dags described in Part I of the First Schedule hereto.

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

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

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

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

K. The Vendor is, in terms of the aforesaid sanction, is in the process of erecting the several Blocks comprised in Phase -I of the said project in stages.

L. For the purpose of defining the allocation of Devaloke Developers Limited, RafikulAlam Sarkar, Abdur Rauf Sardar alias Abdur Rauf Sarkar, Jahanara Bibi, and Hosne Ara Bibi alias Hosenara Bibi in respect of the aforesaid proposed construction and to enable each of them to independently deal with their respective allocations, the Vendor and the Confirming Parties entered into an Allotment Agreement dated 5th July 2017 and therein distributed the saleable area of the different Blocks to be constructed on the land described in the Parts I, II and III of the First Schedule hereto amongst themselves in accordance with the aforesaid Development Agreement dated 6th June 2013 and 3th August 2015 entered into by and between the Vendor and the Confirming Parties.

M. In terms of such Allotment Agreement dated 5th July 2017, the units described in Part I of the Third Schedule hereto comprises the allotment of the Vendor, the units described in Part II of the Third Schedule hereto jointly comprises the joint allotment of the Confirming Parties.

N. In terms of the aforesaid Allotment Agreement dated 5th July 2017, the Unit No. _____ admeasuring _____ square feet of carpet area equivalent to _____ square feet of super-built area situated on the _____ Floor of Block _____ being constructed by the Vendor on the lands described in the First Schedule hereto forms part of the allocation of the Vendor.

O. The Purchaser abovenamed approached the Vendor and offered to purchase the said Unit No. _____ admeasuring _____ square feet of carpet area equivalent to _____ square feet of super-built area situated on the _____ Floor of the Block _____ being constructed by the Vendor on the lands described in the First Schedule hereto together with an open terrace contiguous to the said Unit containing an area of _____ square feet and together with the right to park _____ nos. of motor cars in the open / covered / independent / dependant car parking space(s) at the podium / ground level

at and for the aggregate consideration of Rs. _____ (Rupees _____ only).

P. The Vendor being agreeable to sell the aforesaid Unit and the car parking right for the consideration proposed by the Purchaser, accepted such offer of the Purchaser on the terms and conditions hereinafter appearing.

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

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

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

- a) VENDOR shall mean DEVALOKE DEVELOPERS LIMITED of 82, Garia Main Road, Mahamayatala, Kolkata 700084 and its successors administrators and assigns
- b) PURCHASER shall mean _____, son/daughter/wife of _____, resident of _____ and _____, son/daughter/wife of _____, resident of _____ and his/her/their heirs, executors, administrators, legal representatives and assigns
- c) UNIT shall mean the Unit No. _____ situated on the _____ Floor of Block _____ of the building complex known as 'DEVALOKE SONAR CITY' as more fully described in Part I of the Fourth Schedule hereunder written and bordered in Red ink on the floor plan annexed hereto.

- d) CARPET AREA shall mean the net usable floor area of an apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony or verandah area and exclusive open terrace area, but includes the area covered by the internal partition walls of the apartment. This area shall be measured and certified by the Architect of the project
- e) PROPORTIONATE SHARE shall mean the undivided impartible proportionate share which is agreed, fixed and settled to be the Purchaser's share in the land, the common portions and in all other common rights and liabilities including the common expenses.
- f) COMMON PARTS shall mean the common portions more fully described in the Fifth Schedule hereunder written.
- g) COMMON EXPENSES shall mean the expenses described in the Sixth Schedule hereunder written and shall include all the costs involved in maintaining and upkeep of all the common parts as described in the Fifth Schedule.
- h) CO-OWNERS shall according to its context mean all persons who have agreed to own Units in the proposed building including the Vendor in respect of the unacquired Units till such flats are acquired by others.
- i) PLAN shall mean sanctioned building plan obtained from the RajpurSonarpur Municipality in respect of the buildings on the property described in the First Schedule hereto being Building Plan No. 120/CB/08/48 dated 24th April 2015 and Building Plan No. 194/Rev/CB/08/16 dated 20/01/2017 as also further plans to be obtained from such Municipality together with all modifications and amendments thereto.
- j) MAINTENANCE ASSOCIATION shall mean the association of the owners/purchasers of different units in the proposed residential buildings to be collectively known as "DevalokeSonar City" to be constituted for management of the common areas and common services but specifically excluding the Club House and contiguous areas.

- k) FORCE MAJEURE shall mean acts of God, flood, earthquake, riot, war, storm, tempest, civil commotion, strike, labour trouble, order of injunction, action by the government or any agency thereof and/or any other act or commission beyond the reasonable control of the parties hereto.
- l) ARCHITECT shall mean 'SubirBasu& Associates' of 4 Broad Street, Kolkata 700019 appointed by the Vendor.
- m) ADVOCATE shall mean Mr. Rudradeb Chaudhuri of 34 Ballygunge Circular Road, Kolkata 700019.

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

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

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

share in the land as well as the said car parking right described in the Part II of the Fourth Schedule hereto will be the amount mentioned in Part - I of the Fifth Schedule hereunder written and payable in the manner set out in Part - II of the Fifth Schedule hereunder written.

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

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

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

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

15. Until the date of actual delivery of possession of the Unit, the Vendor shall exclusively be entitled to use and possess the Unit and every part thereof.
16. Upon delivery of possession of the Unit, the Purchaser shall be entitled to use and possess the same and every part thereof exclusively and be entitled to the rents issues and profits thereof.
17. At any time hereafter and upon payment of all the dues of the Vendor and/or the Maintenance Association hereunder and upon due observance and performance of the terms covenants and conditions as are on the part of the Purchaser to be paid, observed and performed, the Purchaser shall be entitled to nominate, sell, lease, mortgage, charge, let out or part with the possession of the Unit along with the said undivided impartible proportionate share in the land and the common portion provided however as follows :
 - a) The Vendor shall be paid a Nomination charge calculated @ Rs. 50/- (Rupees fifty) per square feet of unit area in respect of each nomination ;
 - b) Any such nomination, transfer, lease, mortgage, charge and/or letting out shall be subject to the terms covenants and the conditions contained in this agreement as are on the part of the Purchaser to be paid, observed and performed save to the extent already observed and performed ;
 - c) The Purchaser shall pay all increase in the Municipal rates and taxes and other outgoing as may be occasioned due to the letting out of the said Unit.
 - d) The Nomination agreement shall be prepared by the Advocate defined above. The fees of the Advocate for drafting such Nomination Agreement shall be Rs. 7,500/- to be paid by account payee cheques drawn in the name of Mr. Rudradeb Chaudhuri and made over to the Vendor.
 - e) The Purchaser shall however not have the right to make any nomination within twenty four months from the date of this agreement.

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

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

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

- c) Not to obstruct the construction and completion of the building and/or proposed building in any manner whatsoever notwithstanding any temporary inconvenience to the Vendor's enjoyment of the Unit.
 - d) To allow the Vendor and/or the Maintenance Association and its workmen to enter into the Unit for carrying out all work required for the common purposes.
 - e) To pay proportionate share of the common expenses regularly and punctually as billed by the Vendor / Maintenance Association.
 - f) To pay regularly and punctually all outgoings and the rates and taxes, for and/or in respect of the land and proposed building proportionately and for the Unit wholly.
 - g) To pay for all the charges for electricity and other utilities/services in or relating to the Unit.
 - h) Not to part with possession of any allotted car parking space to any individual, body corporate or anyone who does not already own any residential flat in the said building.
 - i) Not to use or utilize the said flat or any part thereof or any car parking space for any commercial, professional, trading or manufacturing activities of any nature nor to allow such areas to be used for any purpose other than for residential purpose or for the parking of a motor vehicle.
26. All the aforesaid covenants of the Purchaser shall be deemed to be the covenants running with the land.
27. All payment to be made by the Purchaser as mentioned in Clause 25 (e) and (f) hereinabove written shall be made from time to time and within 15 days of the Vendor/Maintenance Association sending its bill and/or demand for the same to the Purchaser. In the event of delay in making payment, the purchaser will be liable to make payment of interest at the rate of 1percent per month compounded monthly in

respect of all amount not paid within the due date by which the same was required to be paid.

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

Association simultaneously with responsibility for maintenance of the common areas and services being made over to such Association. Such sinking fund will be used by the Maintenance Association for meeting capital expenses.

31. The Vendor shall upon completion of the proposed buildings in all respects and upon completion of all transfers envisaged hereunder and upon constitution of the Maintenance Association transfer to the Maintenance Association all the Vendor's rights and obligations with regard to common purposes.
32. Until the time the Maintenance Association is constituted as aforesaid, the Vendor shall manage and maintain the common portions by itself or through its nominee or nominees in a proper and decent manner at the expenses of the co-owners including the Purchaser and the Vendor and the Confirming Parties proportionately for unsold units forming part of their respective allocations and upon formation of such Maintenance Association the maintenance of the common portions shall be handed over and/or be the responsibility of such Association.
33. The Purchaser does hereby nominates constitutes and appoints the Vendor as his true and lawful Attorney for the purposes as follows :
 - a) To apply for and obtain connection for electricity and/or other utilities and other facilities for and/or relating to the unit and/or the proposed building and/or any of them.
 - b) To form the Association.
 - c) To do all works for which various payments and/or deposits as are agreed to be made by the Purchaser in terms of this agreement.
34. The Purchaser agrees to grant in favour of the Vendor and/or its nominee or nominees such further powers, authorities and confirmations and to sign and

execute all papers and documents as be reasonably required by the Vendor for the aforesaid purpose.

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

the Advocate shall be paid by account payee cheques drawn in the name of Mr. Rudradeb Chaudhuri and is to be made over to the Vendor.

39. The Purchaser shall not be entitled to use the said Unit for any illegal or immoral purpose or in any manner which may be found offensive by other unit owners.
40. Land underneath of the said building shall always remain common and/or impartible and the Purchaser shall not be entitled to seek for partition of the land.
41. All outgoings in respect of the Unit shall be borne by the Vendor till the date of handing over of possession in habitable condition as aforesaid or till the date of obtaining of the completion certificate, whichever is earlier. All outgoings thereafter will be borne by the Purchaser.
42. A Club House is to be constructed by the Vendor on a portion of the land. Such club house will remain the exclusive property of the Vendor and will house the Club to be known as 'Sonar Tori'. Purchasers of residential units at Devaloke Sonar City will be entitled to use the facilities provided at Sonar Tori and in such club-house upon becoming members thereof by making payment of the admission fee, abiding by all rules and regulations framed by the Vendor for use of the Club and making regular payment of subscription as may be decided by the Vendor from time to time. Membership of Sonar Tori and use of the facilities therein will not be restricted to residents of Devaloke Sonar City but will be at the sole discretion of the Vendor. The facilities intended to be provided in the club / club-house are described in the Ninth Schedule hereto.
43. If the Purchaser intends to cancel this agreement of his own volition, he shall do so by way of a written communication addressed to the Vendor. Upon receipt of such communication, the Vendor shall, within 90 days of receipt thereof, refund to the

Purchaser the amounts actually paid by the purchaser in terms of this agreement without any interest thereon. The Vendor shall however, before returning such sum deduct therefrom an amount equal to 10 (ten) percent of the total consideration payable for the said unit and car parking right. Such deduction shall be as and by way of liquidated damages and will not be disputed by the Purchaser. The Vendor shall, immediately upon receipt of the notice of cancellation, be entitled to deal with the said unit in any manner it deems fit and proper including selling such unit to others free from all encumbrances, claim, charge or right of the Purchaser. Such cancellation and refund will however be subject to force majeure.

44. In the event the Purchaser fails and neglects to make payment of any of the instalments specified in Part II of the Fifth Schedule hereto within the due date for making payment of such individual instalment, the Purchaser shall be liable to make payment of interest at the rate of 12 percent per annum compounded monthly in respect of all amount not paid within the due date by which the same was required to be paid.
45. In the event the Purchaser fails and neglects to make payment of any of the instalments specified in Part II of the Fifth Schedule hereto in spite of thirty days having elapsed after the due date for making payment of such individual instalment, the Vendor will, upon giving 15 days notice in writing to the Purchaser, be entitled to terminate this agreement and to deal with the said unit in any manner it deems fit and proper including selling such unit to others free from all encumbrances, claim, charge or right of the Purchaser. The Vendor shall, in the event it terminates the instant agreement as aforesaid, within 90 days of such termination, refund to the Purchaser the amounts actually paid by the purchaser in terms of this agreement without any interest thereon. The Vendor shall however, before returning such sum deduct therefrom an amount equal to 10 (ten) percent of the total consideration

payable for the said unit and car parking space. Such deduction shall be as and by way of liquidated damages and will not be disputed by the Purchaser.

46. Any delay or indulgence by the Vendor in enforcing the terms and conditions of this Agreement or any forbearance of giving of time to the Purchaser shall not be construed as waiver on the part of the Vendor of any breach or non-compliance of any of the terms and conditions of this agreement by the Purchaser nor shall the same in any manner prejudice the rights of the Vendor.
47. If upon actual measurement being taken prior to handing over of possession of the Unit the area of the said Unit is found to be a little more or less than that mentioned herein, the sale price of the Unit will be adjusted accordingly and if any further sum is found to be payable by the Purchaser on such account, the same will be paid by the Purchaser to the Vendor before possession is made over to the Purchaser or before the date of execution of the Deed of Conveyance, whichever is earlier. If any sum is found to be refundable to the Purchaser on such account, the same will be refunded by the Vendor to the Purchaser simultaneously with handing over of possession of the Unit. Variation in size of the Unit will not be by more or less than 2 percent of the carpet area of the Unit mentioned in Part I of the Fourth Schedule hereunder written.
48. In the event the Vendor fails and neglects to construct and complete the construction of the said Unit in the manner as mentioned in the Sixth Schedule hereunder written within a further grace period of twelve months after the expiry of the month of February 2021 / 2022 as agreed aforesaid unless prevented by force majeure or for any reason beyond the control of the Vendor and in spite of the Purchaser making punctual payments and observing and performing the terms, conditions and covenants as are on his part to be observed and performed, the Vendor will pay to the Purchaser liquidated damages in the form of interest @ 12 percent per annum compounded monthly calculated upon the net amount received by the Vendor from

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

49. If the main door of the said Unit is at any time replaced by the Purchaser for whatever reason, the Purchaser will replace the same with another door of identical design and finish. If the Purchaser intends to fit window grilles and/or collapsible gates, the same shall be of the design and specification as decided upon by the Architect appointed by the Vendor. The Purchaser shall also not enclose any balconies or change the outer elevation of the building in any manner and shall adhere to the colour scheme decided upon by the Architect and/or the Owners' Association in respect of all areas visible from outside the Unit.
50. All letters, receipts and/or notices issued by the Vendor and despatched under registered post with acknowledgment due to the address of the purchaser as mentioned in this Agreement or sent by email to the email address provided by the Purchaser will be sufficient proof of despatch of the same to the Purchaser and shall effectually discharge the Vendor. The Purchaser will be deemed to have received such notice etc. twenty-four hours after the same has been sent by email or on the seventh day after the same is despatched by post with sufficient postage paid thereon.
51. All disputes and differences by and between the parties hereto in any way related to or connected with the Premises and/or the Unit and / or this Agreement and / or anything done in pursuance hereof shall be referred to the sole arbitration of Mr. Rudradeb Chaudhuri, Advocate of 34 Ballygunge Circular Road, Kolkata 700019 and will be adjudicated in accordance with the Arbitration and Conciliation Act, 1996. The said Arbitrator shall have the right to proceed summarily and to make interim awards.

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

THE FIRST SCHEDULE ABOVE REFERRED TO

PART I

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

PART II

ALL THAT the plot of land measuring 10 Decimals, equivalent to 6 Cottahs 36 square feet, be the same a little more or less, situate at Mouza Jagannathpur, J.L. No. 51, Block Sonarpur, P.S. and Sub-Registry Office Sonarpur, being a demarcated portion of the lands comprised in R.S. Dag No.459 corresponding to L.R. Dag No. 500, lying within the limits of Ward No. 8 of the RajpurSonarpur Municipality in the District of South 24-Parganas exclusively owned byAbdur Rauf Sarkar till execution of the two several registered Deeds of Gift, both dated 14th October 2015

PART III

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

THE SECOND SCHEDULE ABOVE REFERRED TO

JAGANNATHPUR MOUZA

<u>SL NO.</u>	<u>DEED NO.</u>	<u>R.S DAG NO.</u>	<u>L. R DAG NO.</u>	<u>PURCHASED AREA IN DECIMAL</u>	<u>NAME OF SELLERS</u>
1.	2012/08dt.31.01.2007 Book1,CD Volume 67 Page No. 1125 to1138 A.R.A.1, Kolkata.	440	482	12.00	BasirDhali
		441	483	11.00	
		443	485	7.00	

2.	2015/08dt.31.01.2007 Book1,CD Volume 67 Page No.1152to1165 A.R.A.1, Kolkata	442	484	25.00	Asraf Ali Bhangi
3.	2016/08dt.31.01.2007 Book1,CD Volume 67 Page No. 1166 to 1178 A.R.A.1, Kolkata	449	490	47.00	Arjed Ali Seikh
4.	2044/08dt.31.01.2007 Book1, CD Volume 67 Page No. 1657 to 1668 A.R.A.1, Kolkata	434	476	8.00	Year Ali Sardar
5.	7118/08dt.31.01.2007 Book1,CD Volume 76 Page No.8314 to 8330 A.R.A.1,Kolkata.	433/811	475	6.00	AbdulKarim Gayen & Ors.
6.	7128/08dt.31.01.2007 KarimBook1,CD Volume 76 &Ors Page No.8398 to 8415 A.R.A.1, Kolkata.	433	473	12	Abdul Gayen
7.	2021/08dt.14.03.2007 Book1, CD Volume 67 Page No.1237to 1251 A.R.A.1, Kolkata.	439	481	14	Ahmed Ali &Ors
8.	2030/08dt.14.03.2007 Book1,CD Volume 67 Page No.1526to1551 A.R.A.1, Kolkata	435 436 437	477 478 479	10.00 1.00 6.00	Jiyad Ali Mondal & Ors.
9.	2033/08dt.14.03.2007 Book1, CD Volume 67 Page No. 1526 to 1551 A.R.A.1, Kolkata.	452 455	493 496	4.00 4.00	Ajida Bibi
10.	2048/08 dt.14.03.2007 Book1, CD Volume67	450 451	491 492	37.00 30.00	Jiyad Ali Mondal &

	PageNo.1669 to1695 A.R.A-1, Kolkata.			Ors.	
11.	3428/10 dt. 25.07.2007 Book1, CD Volume10 Page No. 478to 496 A.D.S.R., Sonarpur	450 451	491 492	3.00 2.00	Anwar Ali Mondal
12.	3429/10 dt. 25.07.2007 Book1, CD Volume10 Page No. 497to 513 A.D.S.R.,Sonarpur	435 436 437	477 478 479	4.00 1.00 2.00	Anwar Ali Mondal
13.	8721/08 dt. 21.08.2007 Book1, CD Volume 79 Page No.260to 272 A.R.A.1, Kolkata.	421	463	5.00	Sakila Bibi
14.	8742/08 dt. 21.08.2007 Book1, CD Volume79 Page No. 484to 495 A.R.A-1, Kolkata.	407 454	449 495	5.00 20.00	Ahed Ali Bhangji
15.	8832/08dt: 21.08.2007 Book1, CDVolume 79 Page No.1833to 1849 A.R.A.1, Kolkata.	452 455	493 496	18.00 19.00	Ahed Ali Bhangji &Ors
16.	1406/08 dt: 28.02.2008 Book1, CD Volume2 Page No. 2955to 2968 A.D.S.R., Sonarpur	421	463	8.00	Asraf Ali Bhangji
17.	2549/08 dt. 19.03.2008 Book1, CD Volume 5 Page No.4756to 4775 A.D.S.R. Sonarpur	458	499	30.00	Sahebjan & Ors.
18.	2550/08 dt. 19.03.2008 Book1, CD Volume5 Page No.4776to 4795 A.D.S.R. Sonarpur	416 420	458 462	8.50 25.00	Rabia Bibi &Ors.
19.	2637/08 dt: 26.03.2008 Book1, CD Volume6 Page No. 894to 907	421	463	4.00	Ramjan Ali Mondal

A.D.S.R. Sonarpur

20. 2639/08 dt: 26.03.2008 Book1, CD Volume6 Page No.927to 940 A.D.S.R. Sonarpur	460	501	20.00	Sahara Banu & Ors.
21. 3194/11 dt. 25.04.2011 Book1, CD Volume11 Page No. 1842to 1856 D.S.R-IV, 24 Pgs(S)	460	501	16.00	Dawood Ali Bhangi
22. 8302/11 dt. 17.11.2011 Book1, CD Volume27 Page No.4658to 4673 D.S.R-IV, 24 Pgs(S).	460	501	16.00	Jobeda Bibi
23. 10937/08 dt. 10.11.2008 Book1, CD Volume38 Page No. 225to 239 A.D.S.R. Sonarpur	419	461	10.00	Nur Hosen Dhali
24. 5016/10dt. 25.06.2010 Book1, CD Volume17 Page no. 4951to 4966 D.S.R-IV, 24Pgs (S).	412	454	30.00	Maleka Begum &Ors.
25. 9355/08 dt.10.09.2008 Book1, CD Volume26 Page No. 2212to 2228 A.D.S.R. Sonarpur	417	459	21.00	Sofia Bibi &Ors.
26. 12070/08 dt. 05.12.2008 Book1, CD Volume45 Page No.148to 166 A.D.S.R. Sonarpur	445 447	487 488	5.00 6.00	Ahmmad Hossein Mondal & Ors.
27. 12071/08 dt. 05.12.2008 Book1, CD Volume45 Page No.167to 184 A.D.S.R. Sonarpur	438 448	480 489	27.50 43.00	Giyasuddin Mondal &Ors.
28. 1028/09 dt. 30.01.2009 Book1, CD Volume3 Page No.5072to 5089 A.D.S.R. Sonarpur	458	499	24.00	Enayet Hossain & Ors

29. 2836/08 dt. 24.02.2009	408	450	16.00	RafikulAlam
Book1, CD Volume8	418	460	10.00	Sarkar &Ors.
Page No. 5422to 5458	457	498	92.00	
A.D.S.R. Sonarpur	456	497	24.00	
30. 9252/08 dt. 15.09.2008	412	454	8.00	Seikh Ahmed
Book1, CD Volume26				Hussain
Page No. 630to 643				
A.D.S.R. Sonarpur				
31. 5017/10dt. 25.06.2010	464	505	16.00	Rizia Bewa
Book1, CD Volume17				&Ors.
Page No.4697to 4986				
D.S.R-IV, 24Pgs (S).				
32. 7231/10 dt. 21.09.2010	459	500	25.00	RafikulAlam
Book1, CD Volume 25				Sarkar &Ors.
Page No.1662to 1678				
D.S.R-IV, 24Pgs (S).				
33. 8644/11dt. 25.07.2011	453	494	9.50	Farahabul
Book1, CD Volume20				Bhangi
Page No.5300to 5312				
A.D.S.R. Sonarpur, W.B.				
34. 946/13 dt. 7.02.2013	453	494	9.50	Mohinur
Book1, CD Volume5				Bhangi
Page No.1291to 1305				
D.S.R-IV, 24 Pgs(s)				
35. 14528/12 dt. 1.12.2012	436	478	1.00	Sanat Kumar
Book1, CD Volume 38				Chattopadhyay
Page No.4897 to 4916				&Ors.
Being No.14528 of 2012				
A.D.S.R. Sonarpur, W.B.				

TEGHARI MOUZA

<u>SL NO.</u>	<u>DEED NO.</u>	<u>R.S DAG NO.</u>	<u>L. R DAG NO.</u>	<u>PURCHASED AREA IN DECIMAL</u>	<u>NAME OF SELLERS</u>
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36. 8771/08 dt. 31.08.2007 Book1, CD Volume 79 Page No. 837 to 852 A.R.A-1, Kolkata.	404	439	25.00	Ramjan Ali Seikh&Ors.
37. 10196/12 dt. 28.12.2012 Book1, CD Volume 36 Page no.3979 to 3993 D.S.R-IV, 24 Pgs(S)	404	439	3.00	Sarafuddin Mondal
38. 4032/09 dt. 15.07.2009 Book1, CD Volume13 Page No. 656to 681 D.S.R-IV,24 Pgs(S).	417	448	34.00	Golam Mustafa Mondal & Ors.
39. 4033/09 dt.15.07.2009 Book1, CD Volume13 Page No. 705to722 D.S.R-IV,24 Pgs(S).	412	434	12.00	Golam Mustafa Mondal &Ors.
40. 4035/09 dt.15.07.2009 Book1, CD Volume13 Page No.740to 751 D.S.R.-IV, 24 Pgs(S).	400	431	3.30	Jakir Hossain Mondal
41. 3058/10dt. 21.04.2010 Book1, CD Volume11 Page No. 2915to2932 D.S.R-IV, 24 Pgs(S).	411	446	25.00	Golam Mustafa Mondal & Ors.
42. 1102/11 dt. 14.02.2011 Book1, CD Volume4 Page No.3658to 3676 D.S.R-IV, 24 Pgs(S).	417	448	3.00	AnguraBewa &Ors.
43. 10203/12 dt. 28.12.2012 Book1, CD Volume37 Page No. 155to171 D.S.R- IV, 24 Pgs(S).	413 414	435 436	4.00 4.00	Abbas Ali Mondal & Ors.
44. 10204/12 dt. 28.12.2012 Book1, CD Volume37 Page No.140to 154 D.S.R-IV, 24 Pgs(S).	416	447	15.00	Abbas Ali Mondal.& Ors.

NISCHINTAPUR MOUZA

<u>SL NO.</u>	<u>DEED NO.</u>	<u>R.S DAG NO.</u>	<u>L. R DAG NO.</u>	<u>PURCHASED AREA IN DECIMAL</u>	<u>NAME OF SELLERS</u>
45.	11440/08 dt.13.05.2008 Book1, CD Volume59 Pages No.4254to 4269 A.R.A-1, Kolkata.	17	4	3.30	Gita Patra
46.	1354/09 dt. 31.03.2009 Book1, CD Volume4 Pages No.154to 166 D.S.R-IV, 24 Pgs(S).	17	4	3.00	Sirajul Haque Fakir & Ors.
47.	1355/09 dt. 31.03.2009 Book1, CD Volume4 Page No.167to 179 D.S.R-IV, 24 Pgs(S).	17	4	3.7	Haripada Das & Ors.
48.	3266/09 dt.19.06.2009 Book1, CD Volume10 Pages No.872to 886 D.S.R-IV, 24 Pgs(S).	15	9	17.00	RiziaBewa &Ors.
49.	4031/09 dt. 15.07.2009 Book1, CD Volume13 Pages No.603to 626 D.S.R-IV, 24 Pgs(S).	4	1	7.00	Golam Mustafa Mondal & Ors.
50.	4034/09 dt. 15.07.2009 Book1, CD Volume13 Page No. 723to 739 D.S.R-IV, 24 Pgs(S).	4	1	7.00	Moharjan Bewa&Ors.
51.	4028/09dt. 16.07.2009 Book1, CD Volume13 Page No.433to 445 D.S.R,IV, 24 Pgs(S).	17	4	4.00	Noor Mohammed Halder
52.	4934/09 dt. 27.08.2009 Book1, CD Volume 15 Page No. 5263to 5275 A.R.A.-1, Kolkata	14	10	4.00	Swapan Kumar Das

53. 8086/13 dt. 26.09.2013 Book1, CD Volume41 Page No.2670to 2682 D.S.R.-IV, 24 Pgs(S).	6	3	8.00	Faraj Gayen &Ors.
54. 8085/13 dt. 26.09.2013 Book1, CD Volume41 Page No.2656to 2669 D.S.R-IV,24 Pgs(S).	16	7	12.00	Faraz Gayen &Ors.
55. 4125/14 dt. 6.06.2014 Book1, CD Volume23 Pages No.1174to 1186 D.S.R-IV,24 Pgs(S).	16	7	5.00	Md. Giyasuddin Mulla
56. 160804105/15 dt.28.05.2015 Book1, CD Vol.1608-2015 Page from24141 to 24158 A.D.S.R. Sonarpur	16	7	11.00	Seikh Sajahan Ali &Ors.
57. 3173/15 dt. 27.05.2015 Book1,CD Vol.1608-2015 Page No.13442 to13459 A.D.S.R. Sonarpur	16	7	4.00	FarajGayen &Ors
58. 8087/13 dt. 26.09.2013 Book1, CD Volume41 Page No. 2683 to 2695 D.S.R- IV, 24 Pgs(S).	18	6	8.00	FarajGayen &Ors.
59. 8088/13 dt. 26.09.2013 Book1, CD Volume 41 Page No. 2696to 2708 D.S.R-IV, 24 Pgs(S).	18/494	5	14.00	FarajGayen &Ors.
60. 8248/13 dt. 26.09.2013 Book1, CD Volume42 Page No. 1526to 1538 D.S.R-IV,24 Pgs(S).	19 19	8 8	00.32 24.68	Faraj Gayen &Ors.
61. 7096/13dt. 27.08.2013 Book1, CD Volume36 Page No. 3167to 3181 D.S.R-IV, 24 Pgs(S).	14	10	3.00	Baid Trade Fina Private Limited & Ors.
62. 5017/10dt: 25.06.2010 Book1, CD Volume17 Page No.4697to 4986	6 14 17	3 10 4	8.00 7.00 36	Rizia Bewa &Ors.

THE THIRD SCHEDULE ABOVE REFERRED TO :

PART – I

(Areas forming part of the Allocation of the Vendor)

- a) A total of 1016 Units admeasuring a total carpet area of 865254 square feet consisting of :
- (i) All Units in Block nos. 1, 2, 4, 5, 6, 7, 9, 10, 11, 12, 14, 15, 16, 17, 18, 19, 20, 21 and 22
 - (ii) All Units in Block 3 save and except Unit No. 1-C on the First Floor and Unit No 10-D on the Tenth floor of Block no. 3
 - (iii) All Units in Block 8 save and except the following twelve Units :
 - Unit No. 1-G on the First floor of Block no. 8
 - Unit No. 5-G on the Fifth floor of Block no. 8
 - Unit No 9-C on the Ninth floor of Block no. 8
 - Unit No 10-C on the Tenth floor of Block no 8.
 - Unit no 2-F on the Second floor on Block no 8.
 - Unit no 2-G on the Second floor on Block no 8
 - Unit no 9-B on the Ninth floor of Block no 8
 - Unit no 10-B on the Tenth floor of Block no 8
 - Unit no 3-F on the Third floor of Block no 8
 - Unit no 3-G on the Third floor of Block no 8
 - Unit no 4-F on the Fourth floor of Block no 8
 - Unit no 4-G on the Fourth floor of Block no 8

- b) All 849 covered car parking spaces and 276 open car parking spaces save and except covered car parking space nos. 8-15, 8-16, 8-17, 8-18, 3-1 and open car parking space nos. 116, 117 and 118.
- c) The Club House building having a covered area of 34952 Square feet
- d) All 16 Units admeasuring a total estimated carpet area of 12466 square feet in Block 13 upon the same being sanctioned by the RajpurSonarpur Municipality
- e) The additional 42 Units admeasuring a total estimated carpet area of 31580 square feet in the seven additional floors atop the already sanctioned ground plus four floors of Block 12 upon the same being sanctioned by the RajpurSonarpur Municipality

PART – II

(Areas forming part of the Allocation of the Confirming Parties abovenamed)

RafikulAlam Sarkar :

Block No.	Floor	No.	Covered Area (sq. ft.)	Carpet Area (sq.ft)
8	1	G	1123	841
8	5	G	1123	841
8	9	C	1123	841
8	10	C	1123	841

Covered Independent Car Parking Space nos. 17 and 18

Abdur Rauf Sarkar :

Block No.	Floor	No.	Covered Area (sq. ft.)	Carpet Area (sq.ft)
8	2	F	1123	841
8	2	G	1123	841

8	9 B	1123	841
8	10 B	1123	841
3	1 C	1238	902 + OT 112
3	10 D	1240	905

Covered Dependent Car Parking Space Nos. 15 and 16

Covered Independent Car Parking Space No. 1

Open Car Parking Space No. 118

Jahanara Bibi :

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

Open Car Parking Space nos. 116

Hosne Ara Bibi :

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

Open Car Parking Space nos. 117

THE FOURTH SCHEDULE ABOVE REFERRED TO :

PART - I

ALL THAT Unit No. admeasuring square feet of carpet area situated on the Floor of Block of the buildings being constructed by the Vendor at on the lands described in Parts I, II and III of the First Scheduleabovewritten as bordered in red ink on Map - I attached herewith together with an open terrace admeasuring

..... square feet contiguous to the said Unit Together With prorata undivided share in the entire land comprised in the said premises and prorata undivided share in the common areas, installations, services and facilities in the said building

PART - II

ALL THAT the right to park _____ nos. of motor cars in the open / covered / independent / dependant car parking spaces in the lower podium / ground level of the said premises.

THE FIFTH SCHEDULE ABOVE REFERRED TO

PART — I

The Purchaser hereby agrees to pay to the Vendor a total sum of Rs. _____ (Rupees _____ only) towards consideration money for the said Unit described in Part I of the Fourth Schedule above including proportionate share in the land and the rights and properties appurtenant thereto as well as the right to use _____ nos. open / covered / podium car parking space(s) described in Part II of the Fourth Schedule above

PART — II

(Mode of payment of the total cost)

For G+11 Towers

1. On Application		Rs. 1,00,000.00
2. On or before Agreement (within 15 days)	20%	Rs.
3. On Completion of Foundation of the Block	10%	Rs.
4. On Completion of casting of 3 rd floor roof of the block	10%	Rs.
5. On Completion of casting of 7 th floor roof of the block	10%	Rs.

6. On Completion of casting of Top floor roof of the block	10%	Rs.
7. On completion of Brick work of the particular Unit	10%	Rs.
8. On completion of Flooring of the particular Unit	10%	Rs.
9. On completion of the Unit	10%	Rs.
10. Within 7 days of issuance of Possession	10%	Rs.
Total	100%	Rs.

(Rupees _____ only)

For G+4 Building (Block #14)

1. On Application		Rs. 1,00,000/-
2. On or before Agreement (within 15 days)	20%	
3. On Completion of Foundation of the Block	10%	
4. On Completion of Casting of 1 st floor roof of the Block	10%	
5. On Completion of Casting of 3 rd floor roof of the Block	10%	
6. On Completion of Casting of Top floor roof of the Block	10%	
7. On completion of Brick work of the particular Unit	10%	
8. On completion of Flooring of the particular Unit	10%	
9. On completion of said Unit	10%	
10. Within 7 days of issuance of Possession	10%	
Total	100%	Rs.

(Rupees _____ only)

For G+11 Towers with Basement

1. On Application		Rs. 1,00,000/-
2. On or before Agreement (within 15 days)	20%	
3. On Completion of 1 st Basement of the Block	10%	
4. On Completion of Casting of 2 nd floor roof of the Block	10%	
5. On Completion of Casting of 7 th floor roof of the Block	10%	

6. On Completion of Casting of top floor roof of the Block	10%
7. On completion of Brick work of the particular Unit	10%
8. On completion of Flooring of the particular Unit	10%
9. On completion of said Unit	10%
10. Within 7 days of issuance of Possession	10%
Total	100% Rs.

(Rupees _____ only)

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

PART — III

- i) All charges at actuals for WBSCDCL electric lines, transformers, H.T. and L.T. cables, individual meters and all expenses for such lines, Generator cost and installation charges, presently estimated at Rs. 100/- per square foot of carpet area (generator to supply standby electricity for common lights, lifts, pumps and limited to 500 watts of electricity per 2BHK Unit and 750 watts per 3BHK Unit).
- iii) All costs of additional work in the said Unit other than provided in the Sixth Schedule.
- iv) In the event the Vendor providing any additional facilities or gadgets for the benefit of the occupants of the building the Purchaser shall be liable to make payment of the proportionate share in respect thereof and the same shall form part of the common portions and whether such additional facilities or amenities are to be provided for will be entirely at the sole discretion of the Vendor and the Purchaser hereby consents to the same

- v) Club Admission fees of Rs. 1,00,000/- (Rs. one lakh) per Unit including subscription for 1 year from date of inauguration of Club. In the event the Unit is purchased jointly by two or more persons, such Club Membership will be in the name of the first-named Purchaser.
- vi) Costs of formation of the Owners' Association being Rs. 10,000/- per unit.

THE SIXTH SCHEDULE AS REFERRED TO ABOVE
SPECIFICATIONS

Foundation

Pile foundation (G+11) 95' depth, Isolated foundation (G+4) 6' depth
Depth depends on soil test

Superstructure

RCC Structure

Roof

Finished over water proofing treatment

Walls

Conventional bricks / Concrete bricks / Fly ash bricks

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

Wall Finishing

Interior walls & ceiling: POP

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

Flooring

Living / Dining: Vitrified Tiles 2'2' | Thickness: 10-12mm | Kitchen: Anti-skid Tiles 12"/12" | Bedroom: Ceramic Tiles 16"/16" | Toilet: Anti-skid Ceramic Tiles 12"/12" | Balcony: Vitrified Tiles 2'2' or Ceramic Tiles 16"/16" | Skirting: 4" from the floor | Lobby: Marble or Kota Stone 15mm thickness | Ground floor lobby: Marble or Kota Stone 12 mm thickness | Stairs: Kota / Indian marble | Lift: Laminated Mat | Parking: I.P.S and Paver Blocks in open parking Road: Interlocking Pavers | Walkway: Paver Tiles

Window

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

Kitchen

Black Granite counter | Sink: Stainless steel of 256 gauge | 2' dado from counter of 8"/12" (Somani or eq.) | Tap: Jaquar or eq., single lever Chimney provision

Doors

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

Toilet

Exhaust provision | Sanitary: Cera or eq.- white porcelain | CP Fitting: Jaquar or eq. | Hot & Cold provision (without basin) single lever | Floor mounted commode | Basin with pedestal | Geyser provision | Designer Dado up to 2100mm (Somani or eq.) 8"/12"

Electrical

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

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

Air Conditioning

Provision for Split AC in Living & Dining and in all bedrooms

Elevator

Otis automatic lifts or equivalent

Flat security

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

Power Back-up

2 BHK – 500 wt. | 3 BHK – 750 wt.

THE SEVENTH SCHEDULE AS REFERRED TO ABOVE

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

THE EIGHTH SCHEDULE — COMMON PARTS

- a) Entrance lobby, Corridors, Lobbies, Staircase, Staircase landing, Entrances, Exits, Pathways, Terraces, Foundations, Columns, Beams and all structural supports.
- b) Drains : Sewerage from the Premises to the main road
- c) Water Reservoir, Underground Tanks and Overhead Tanks
- d) Drainage pipes from the Units to the Drains and sewer connection to the premises
- e) Landscaped Garden..
- f) Children play ground
- g) Multipurpose Court
- h) Ponds with ghats
- i) Surveillance Cameras
- j) Intercom facility.
- k) Water Filtration facility.
- l) Visitors' parking
- m) Servants' Toilets.
- n) Lift
- o) Generator.
- p) Boundary walls of the premises including outside wall of the building and main gate
- q) Common Services :

- i) Generator, Pump and Meter with installation and room therefor
- ii) Water pump, underground reservoir, overhead tanks, water pipes and other common plumbing installation and space required therefor.
- iii) Transformer, common area light fittings, electric wiring meter for lighting stair case lobby and other common areas (excluding those as are installed for any particular unit) and space required therefor
- iv) Windows, Doors, Grilles and other fittings of the common areas of the premises.
- v) Lift/Elevator and its accessories installations and space required therefor
- vi) Surveillance cameras, intercom, water filtration equipment.
- vii) Such other common parts areas equipment installations fixtures fittings covered and open space in or about the said Premises of the building as are necessary for use and occupancy of the Units as are required.

THE NINTH SCHEDULE AS ABOVE REFERRED TO

(Proposed facilities in Club House)

- i) Community Hall
- ii) Air Conditioned Gym
- iii) Roof top swimming pool
- iv) Air Conditioned Home Theatre
- v) Indoor Games with Pool Table
- vi) Jacuzzi
- vii) Reading Room
- viii) Coffee Shop
- ix) Multi – cuisine restaurant
- x) Grocery store
- xi) ATM
- xii) Sweet Shop

- xiii) Launderette
- xiv) Spa

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

SIGNED AND DELIVERED by the
VENDOR in the presence of :

1.

2.

(FIRST PART)

SIGNED AND DELIVERED by the
PURCHASER in the presence of :

1.

2.

(SECOND PART)

SIGNED AND DELIVERED by the
CONFIRMING PARTIES by the pen
of their Constituted Attorney in the
presence of :

1.

2.

(THIRD PART)