

AGREEMENT FOR SALE

Of

Tower No. :

Flat No. :

Floor :

WITH

One Vehicle Parking Space in the Basement

AT

GENEXX EXOTICA

G. T. Road (West), Kumarpur, Asansol.

BETWEEN

SWIFT ENCLAVE PVT. LTD. & ORS.

.... Vendors

AND

PAHARPUR ASANSOL PROPERTIES PVT. LTD.

.... Builder

AND

MR. / MRS.

.... Purchaser

**FOX & MANDAL,
Solicitors & Advocates,
12, Old Post Office Street,
Kolkata – 700 001.**

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Vendors

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Builder

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Purchaser

THIS AGREEMENT made on this day of, Two Thousand and Eighteen;

BETWEEN

(1) SWIFT ENCLAVE PRIVATE LIMITED, a Company incorporated under the Companies Act, 1956, having its registered office at “PRABHU KUNJA”, 1613 G.T Road West, Near Kumarpur Kali Mandir, Asansol, Bardhaman, W.B, Pin-713304, having its Income Tax Permanent Account Number **AANCS8691M**, **(2) PRIME ROSE PLAZA PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956, having its registered office at “PRABHU KUNJA”, 1613 G.T Road West, Near Kumarpur Kali Mandir, Asansol, Bardhaman, W.B, Pin-713304, having its Income Tax Permanent Account Number **AAF3363D**, **(3) LOVEJOY PROPERTIES PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956, having its registered office at “PRABHU KUNJA”, 1613 G.T Road West, Near Kumarpur Kali Mandir, Asansol, Bardhaman, W.B, Pin-713304, having its Income Tax Permanent Account Number **AABCL7303D**, **(4) BLUEBERRY PROMOTERS PRIVATE LIMITED**, a

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Vendors

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Builder

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Purchaser

Company incorporated under the Companies Act, 1956, having its registered office at "PRABHU KUNJA", 1613 G.T Road West, Near Kumarpur Kali Mandir, Asansol, Bardhaman, W.B, Pin-713304, having its Income Tax Permanent Account Number **AADCB9899A**, **(5) FORTUNE HIGHRISE PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956, having its registered office at "PRABHU KUNJA", 1613 G.T Road West, Near Kumarpur Kali Mandir, Asansol, Bardhaman, W.B, Pin-713304, having its Income Tax Permanent Account Number **AABCF4676K**, **(6) SUNSHINE MANSIONS PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956, having its registered office at "PRABHU KUNJA", 1613 G.T Road West, Near Kumarpur Kali Mandir, Asansol, Bardhaman, W.B, Pin-713304, having its Income Tax Permanent Account Number **AANCS8690L**, **(7) BEST VIEW PLAZA PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956, having its registered office at "PRABHU KUNJA", 1613 G.T Road West, Near Kumarpur Kali Mandir, Asansol, Bardhaman, W.B, Pin-713304, having its Income Tax Permanent Account Number **AADCB9898B**, **(8) NEWERA PROJECTS PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956, having its registered office at "PRABHU KUNJA", 1613 G.T Road West, Near Kumarpur Kali Mandir, Asansol, Bardhaman, W.B, Pin-713304, having its Income Tax Permanent Account Number **AADCN1914A**, **(9) BRISK BUILDERS PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956, having its registered office at "PRABHU KUNJA", 1613 G.T Road West, Near Kumarpur Kali Mandir, Asansol, Bardhaman, W.B, Pin-713304, having its Income Tax Permanent Account Number **AADCB9900C**, **(10) MAHIMA HIGHRISE PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956, having its registered office at "PRABHU KUNJA", 1613 G.T Road West, Near Kumarpur Kali Mandir, Asansol, Bardhaman, W.B, Pin-713304, having its Income Tax Permanent Account Number **AAGCM3719F**, **(11) CAROLINA DEVELOPERS PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956, having its registered office at "PRABHU KUNJA", 1613 G.T Road West, Near Kumarpur Kali Mandir, Asansol, Bardhaman, W.B, Pin-713304, having its Income Tax Permanent Account Number **AADCC8690A**, all the Companies hereinabove named are being represented by their/its Authorised Signatory **MR. BUDHAN PAL**, son of Mr. Kalipada Pal, by occupation Business, resident of Bijoy Pal Sarani, Post office: Asansol, District: Burdwan, PIN- 713 301, hereinafter collectively referred to as "the VENDORS" (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their respective successor or successors-in-interest and/or assigns) of the **FIRST PART**;

AND

PAHARPUR ASANSOL PROPERTIES PRIVATE LIMITED, a Company incorporated under Companies Act, 1956, having its registered office at 8/1/B, Diamond Harbour Road, Kolkata – 700 027, hereinafter referred to as "the **BUILDER**" (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successor or successors-in-interest and/or assigns) of the **SECOND PART**;

AND

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Vendors

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Builder

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Purchaser

(1) **MR. /MRS. [PAN-]** son of by faith Hindu, By occupation:- service, residing At, Pin-....., West Bengal, India, hereinafter referred to as "the **PURCHASERS**" (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their respective heirs, executors, administrators, legal representatives and assigns) of the **THIRD PART:**

WHEREAS:

A. In this Agreement, unless there be something contrary or repugnant to the subject or context, the following terms (whether used as capitalized terms or not) shall have the respective meanings which have been assigned thereto:

- (i) **“Architects”** shall mean Dulal Mukherjee & Associates, having their office at Neelambar, 28B, Shakespeare Sarani, Kolkata – 700 017, appointed by the Vendors and the Builder as the Architects for the Project / Buildings.
- (ii) **“Association”** shall mean an Association, Syndicate, Committee, Body, Society or Company which would comprise the Builder (for such Units not alienated or agreed to be alienated by the Builder) and the purchasers of Units and be formed or incorporated at the instance of the Builder for the Common Purposes with such rules and regulations as shall be framed by the Builder.
- (iii) **“Builder’s Advocates”** shall mean Fox & Mandal, Solicitors and Advocates, of 12, Old Post Office Street, Kolkata – 700 001, appointed by the Vendors and the Builder for preparation of these presents, the Said Sale Agreement and all other legal documents in respect of the development, construction, sale and transfer of the Units including the said Unit, in the Premises.
- (iv) **“Buildings”** includes any structure or erection or part of a structure or erection which is intended to be used for residential, commercial, or for the purpose of any business, occupation, profession or trade or for any other related purposes shall mean the 11 (eleven) buildings comprising Blocks/ Towers - 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11 & Commercial Building including such other constructions and/or structures, constructed or as may be constructed on the Premises by the Builder from time to time.
- (v) **“Built-Up Area”** and/or **“Covered Area”** in relation to a Flat shall mean the floor area of that Flat including the area of balconies and terraces, if any attached thereto, and also the thickness of the walls (external or internal) and the columns and pillars therein Provided That if any wall, column or pillar be common between two Flats, then one-half of the area under such wall column or pillar shall be included in the built-up area of each such Flat.
- (vi) **“Carpet Area”** means the net usable floor, area of an Flat/Apartment, excluding the area covered by the external walls, areas under services shafts,

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Vendors

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Builder

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Purchaser

excluding balcony or verandah area and exclusive open terrace, but includes the area covered by the internal partition walls of the flat/apartment;

- (vii) **“Car Parking Area”** means such area as may be prescribed;
- (viii) **“Common Area”** means-
- i) the entire land for the real estate project or where the project is developed in phase and registration under the West Bengal Housing Industry Regulation Act, 2017, the entire land for that phase;
 - ii) the stair cases, lifts, staircase and lift lobbies, fire escapes, and common entrances and exits of the building;
 - iii) the common basements, terraces, parks, play areas, visitors car parking areas and common storage spaces;
 - iv) the premises for the lodging of persons employed for the managements of the property including accommodation for watch and ward staffs or for the lodging of community service personal;
 - v) Installations of central services such as electricity, gas, water, and sanitation, air-conditioning and incinerating system for water conservation and renewal energy;
 - vi) the water tanks, pumps, motors, fans, compressors, ducts and all apparatus connected with installations for common use;
 - vii) all community and commercial facilities as provide in the real estate project;
 - viii) all other potion of the project necessary or convenient for its maintenance, safety etc., and in common use;
- (ix) **“Common Expenses”** shall mean and include all expenses for the maintenance, management and upkeep of the Buildings, the Common Area/Portions, and the Premises and also the expenses for Common Purposes of the Unit Owners and shall be payable proportionately by the Purchaser periodically as part of maintenance charges.
- (x) **“Common Portions”** shall mean the common areas and installations in the Buildings and the Premises that are morefully and particularly mentioned in the **THIRD SCHEDULE** hereto.
- (xi) **“Common Purposes”** shall include the purposes of managing and maintaining the Premises, the Buildings and in particular the Common Portions, rendition of services in common to the Unit Owners, collection and disbursement of the Common Expenses and dealing with the matters of common interest of the Unit Owners and relating to their mutual rights and obligations for the beneficial use and enjoyment of their respective Units exclusively and the Common Portions in common.
- (xii) **“Corpus Deposit or Sinking Fund”** shall mean a deposit comprising of amounts to be paid / deposited and/or contributed by each Unit Owner, including the Purchaser herein, towards future capital expenses or major maintenance which shall be held by the maintenance Agency/Company/Association.

- (xiii) **“Date of Possession”** shall mean the 30th day from the date of Notice of Possession or the date on which the Purchaser takes the possession of the said Unit, whichever is earlier.
- (xiv) **“Deed of Conveyance”** shall mean the Deed of Conveyance to be prepared and executed by the Vendors and the Builder in favour of the Purchaser in respect of the said Unit upon the Purchaser having made payment of Agreed Consideration and Additional Payments to the Builder in time and also having complied with all his obligations and liabilities and not committing any breach or default thereof.
- (xv) **“Family Members”** shall mean, and includes husband, wife minor son and unmarried daughter wholly dependent on a person.
- (xvi) **“Flat”** shall mean a flat or apartment whether called block, chamber, dwelling unit, flat, office, showroom, shop, godown, premises, suit, tenement, unit, or by any other name, means a separate and self contained part of any immovable property including one or more rooms or enclosed spaces, located on one or more floors or any part thereof, in a building or on a plot of land, used or intended to be used for any residential or commercial use such as residence, office, shop, showroom or godown or for carrying on any business, occupation, profession or trade or for any other type of use ancillary to the purposes specified;
- (xvii) **“Force Majeure”** shall include natural calamities, acts of God, floods, tidal waves, earthquake, riot, war, terrorist action, storm, tempest, fire, civil commotion, civil war, air raid, strikes (including by contractors / construction agencies), lockout, transport strike, notice or prohibitory order from or delay in granting necessary approvals by the Municipal Corporation or any other statutory body or any Court, adverse Government Regulations, new and/or changes in any municipal or other rules, laws or policies affecting or likely to affect the Project or any part or portion thereof, shortage and/or abnormal rise in prices of Essential Commodities and/or building materials and/or any circumstances beyond the control planning or reasonable estimation of the Vendors and/or the Builder.
- (xviii) **“Land”** shall mean the entire land measuring about 9.26 acres, be the same a little more or less, (less 7% of the entire land to be gifted to the Asansol Municipal Corporation) situate and lying at **premises no. 1625(N), G. T. Road (West), Kumarpur, within Ward No. 1 of the Asansol Municipal Corporation** and comprised in R.S. Plot Nos. 1746 (part), 1747 (part), 1748 (part), 1748/2146, 1748/2147, 1748/2148, 1749, 1750, 1751, 1751/2149, 1751/2150, 1752, 1752/2151, 1753 (part), 1754, 1755, 1756/2154, 1756/2155 (part), L.R. Dag Nos. 1049, 1051, 1052, 1053, 1054, 1055, 1056, 1057, 1058, 1059, 1060, 1061, 1062, 1063, 1064, 1065, 1066 and 1067, R.S. Khatian Nos. 525 and 14, L.R. Khatian Nos. 1133, 1134, 1235, 1236, 1237, 1238, 1239, 1240, 1241, 1242 and 1243 in Mouza Narsamuda (previously, Kalikapur), J.L. No. 9, Sub-Registry Office Asansol, Pargana Shergarh, P.O. Asansol, P.S. Asansol (South), District Burdwan, PIN Code: – 713 304.

- (xix) **“Maintenance Agency”** shall mean the Builder or its appointed, nominated agency for the time being and, upon its formation in terms Section V of clause I(c) hereof, the Association, for the Common Purposes.
- (xx) **“Mandatory Deposits”** shall mean the amounts mentioned in **PART-III** of the **SIXTH SCHEDULE** hereto and to be deposited/paid by the Purchaser with the Builder and shall also include any other amount that the Builder may require the Purchaser to deposit/pay.
- (xxi) **“Municipal Corporation”** shall mean Asansol Municipal Corporation and/or such other concerned authorities that may have recommended, commented upon, approved, sanctioned, modified and/or revised the Plans and/or are otherwise concerned with the imposition and collection of property rates and taxes.
- (xxii) **“Notice of Possession”** shall mean the notice given by the Builder to the Purchaser stating that the said Unit is ready for possession.
- (xxiii) **“Owners’ Handbook”** shall mean a booklet prepared by the Builder and handed over to the Purchaser at or before the execution and registration of these presents, which contains, *inter alia*, various information, rules, regulations, stipulations, restrictions, prohibitions, obligations, terms and conditions to be used, paid, performed and observed by the Unit Owners while owning, using and enjoying their respective Units.
- (xxiv) **“Plan”** or **“Plans”** shall mean the plan sanctioned by the Municipal Corporation; vide Memo No(s). **321/SP/Genl. dated 7th May, 2010, 830/11/BP/G dated 19th July 2013 and further modified by Site Plan No.164/SP/AMC/HO/17 dated 18th October 2017** for construction of the Buildings at the Land and shall include any other plan or plans sanctioned by any other department or departments authorised to do so and shall also include all its variations, modifications, alterations, amendment, validation, revalidation, renewals, extensions, if any, that may be made or obtained by the Vendors and/or the Builder from time to time.”.
- (xxv) **“Premises”** shall mean the Land including the Buildings and other structures constructed or to be constructed thereon.
- (xxvi) **“Project”** shall mean the work of development undertaken and/or to be done by the Vendors and the Builder jointly in respect of the Premises and/or any modification or extension thereof till such development of the Premises is completed and possession of the completed Flats / Units are made over to the respective Unit Owners.
- (xxvii) **“Proportionate”** with all its cognate variations shall mean the ratio of the Carpet Area of any Flat may bear to the Carpet Area of all the Flats in the Buildings.

- (xxviii) **“Proportionate Undivided Share”** in relation to a Flat shall mean the proportionate variable undivided indivisible and impartible share in the Land comprised in the Premises that is attributable to such Flat at any point of time.
- (xxix) **“Purchaser”** shall mean and include :
 - (a) If he be an individual, then the heirs, executors, successors, administrators, legal representatives and permitted assigns of such individuals.
 - (b) If it be a Hindu Undivided Family, then the members of such Hindu Undivided Family from time to time and their respective heirs, executors, successors, administrators, legal representatives and permitted assigns.
 - (c) If it be a company, then the successors-in-interest and permitted assigns of such Company.
 - (d) If it be a partnership firm, then the partners of such partnership firm from time to time and their respective heirs, executors, successors, administrators, legal representatives and permitted assigns.
 - (e) If it be a Trust, then the Trustees of such Trust from time to time and their respective successors-in-office and permitted assigns.
 - (f) If it be a proprietorship firm, then the proprietor thereof and the heirs, executors, successors, administrators, legal representatives and permitted assigns of such proprietor.
- (xxx) **“Rights on Purchaser's Default”** shall mean the rights mentioned in the **SIXTH SCHEDULE** hereto to which the Association and/or the Maintenance Agency shall be entitled in case of any default or breach by the Purchaser.
- (xxxi) **“Said Flat”** shall mean the Flat / apartment No. [redacted] on the [redacted] floor in Tower/Block No. [redacted], more fully described in **PART-I** of the **SECOND SCHEDULE** hereto.
- (xxxii) **“Said Undivided Share”** shall mean the proportionate variable undivided indivisible and impartible share or interest in the Land comprised in the Premises attributable to the said Flat.
- (xxxiii) **“Said Unit”** shall mean the said Flat, the said Vehicle Parking Space, (if any), and the right of common use of the Common Portions and wherever the context so intends or permits, shall also include the Said Undivided Share.
- (xxxiv) **“Super Built-Up Area”** of a Flat shall mean the Built-Up Area of such Flat and the Proportionate Undivided Share of Built-Up Area attributable to such Flat.
- (xxxv) **“Unit”** shall mean a residential apartment in the Buildings, with or without any Vehicle Parking Space, and wherever the context so intends or permits, shall include the Proportionate Undivided Share attributable to such Flat and the right of common use of the Common Portions thereto.
- (xxxvi) **“Unit Owners”** shall according to the context, mean all purchasers and/or intending purchasers of different Flats / apartments / Units in the Buildings and shall also include the Builder in respect of such Flats / apartments / Units

which are retained and/or not alienated and/or not agreed to be alienated for the time being by the Vendors and/or the Builder.

(xxxvii) **“Vehicle Parking Spaces/Garage”** means Garage and Parking Space as sanctioned by Competent Authority;

(xxxviii) **“Masculine”** gender shall include the **“Feminine”** and **“Neuter”** genders and vice versa.

(xxxix) **“Singular”** number shall include the **“Plural”** and vice versa.

- B. The Vendors are the absolute owners of the Land comprised in the Premises and are in vacant and peaceful possession thereof.
- C. The facts describing the devolution of title of the Vendors to the Land and the Premises is more particularly mentioned in the **TENTH SCHEDULE** hereto.
- D. By a Development Agreement dated 3rd October, 2009 made between the Vendors herein, therein referred to as the Owners of the One Part, Paharpur Cooling Towers Limited, therein referred to as the Builder of the Other Part and Ananda Mohan Chakraborty, therein referred to as the Guarantor of the Third Part, the Vendors agreed to grant and the said Paharpur Cooling Towers Limited agreed to accept exclusive rights for development of the said premises and agreed to construct a residential-cum-commercial complex on the said premises on the terms and conditions, as more particularly therein contained.
- E. By a Deed of Nomination dated 24th May, 2010 made between the said Paharpur Cooling Towers Limited, therein referred to as the Nominator of the One Part, the Builder herein, therein referred to as the Nominee of the Other Part and the Vendors herein, therein referred to as the Confirming Parties of the Third Part, the Nominator therein nominated the Nominee therein in its place and stead in the said Development Agreement to undertake the project of development of the said premises on the terms and conditions as more fully therein contained and to be entitled to its rights and benefits subject to its obligations thereunder and the Builder herein, being the Nominee therein, accepted the same. The Confirming Parties therein, being the Vendors herein, have also agreed to such nomination.
- F. In due course the Builder has started the construction of the said project/complex phase wise in accordance with necessary approvals and sanctioned plans and named the complex “Genexx Exotica”.
- G. The Purchaser herein being desirous of purchasing **ALL THAT** the said Unit, more fully and particularly mentioned in the **Part-I and Part-II of the Second Schedule** hereunder written has approached and requested the Vendors and the Builder to sell the said Unit to the Purchaser, and the Vendors and the Builder accepting the said request of the Purchaser, have agreed to sell the said Unit to the Purchaser at or for the consideration and on the terms and conditions more fully contained hereinafter.

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Vendors

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Builder

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Purchaser

H. It is recorded that at or before execution of this Agreement, the Purchaser has by obtaining independent professional services, examined and fully satisfied himself as to the following:

- (a) The title of the Vendors to the Land and the Premises and also the said Unit;
- (b) The right of the Builder in respect of the Project;
- (c) The terms and conditions contained in this Agreement;
- (d) The Plans sanctioned by the Municipal Corporation;
- (e) The total measurement of the said Unit including the Carpet Area thereof;
- (f) The specifications of materials used and/or to be used for construction of the said Unit and the Buildings;

and has agreed not to raise henceforth any objection or make any kind of requisition, whatsoever or howsoever, regarding the above and also waives his right, if any, to do so.

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED AND DECLARED BY AND BETWEEN THE PARTIES HERETO as follows:

1. Allotment

1.1 The Purchaser agrees to purchase and the Vendors and the Builder have agreed to allot to the Purchaser for sale the said Unit free from all encumbrances on the terms and conditions recorded herein.

1.2 The Purchaser shall pay to the Builder, notwithstanding any demand from the Vendors and/or the Builder, the Agreed Consideration, Taxes and Mandatory Deposits and the Builder will issue receipts acknowledging such payments on their behalf, in the manner specified in Part-I and Part-II of the **FIFTH** and the **SIXTH SCHEDULES** hereunder written, respectively, and upon completion of such payments, the said Unit shall be deemed to have been allotted to the Purchaser **SUBJECT TO** the Purchaser first complying with and/or performing the terms conditions covenants and obligations required to be complied with and/or performed on the part of the Purchaser hereunder.

1.3 The Purchaser(s) hereby also agree(s) and confirm(s) that he shall not nor be entitled to claim any deduction or abatement in the amount of the Agreed Consideration, Taxes and Deposits or any other amounts agreed and payable by the Purchaser to Builder, on any ground or reason whatsoever.

1.4. After making payment of all such amounts, as mentioned above, the Purchaser shall be entitled to obtain a Deed of Conveyance in his favour in respect of the said Unit in the manner stated herein.

2. Title Deeds

2.1 It is recorded and clarified that at or before entering into this Agreement, the Purchaser has inspected all title deeds and documents relating to the right, title and interest of the Vendors and the Builder in respect of the Premises and has satisfied himself about the same after making necessary investigation of title.

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Vendors	Builder	Purchaser
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3. Construction

- 3.1. The construction of the Buildings including the said Flat and the Common Portions shall be done by the Builder in a phased manner, as may be decided by the Builder, in its sole discretion.
- 3.2 The Buildings, the Common Portions and the said Flat shall be constructed and completed as per specifications mentioned and agreed by the Purchaser in the **FOURTH SCHEDULE** hereto.
- 3.3 The Architects and the Builder shall have the absolute authority to determine as to which quality and specifications of building materials are to be used in construction of the Buildings including the said Unit and the Purchaser hereby consents to the same.
- 3.4 The decision of the Architects regarding construction, specifications, division of phases, common portions, the quality of materials and the workmanship, calculation of the Carpet Area of all Flats and Units and other such matters regarding construction shall be final and binding on the Purchaser.
- 3.5 The Purchaser undertakes that he shall not do, directly or indirectly, any act deed or thing whereby the construction or completion of the said Flat and all other Flats in the said Buildings to be constructed on the said Land or in the remaining portion of the Premises is in any way hindered or affected or obstructed or interfered or interrupted or prejudiced. In case the Purchaser is found to have committed breach of the above undertaking, the Purchaser shall be responsible and liable for all losses and damages which the Vendors and/or the Builder may suffer in this regard.
- 3.6 The Builder shall endeavor to construct the said flat and make the same ready for delivering possession thereof on or before as mentioned in **PART-III** of the **FIFTH SCHEDULE** hereunder written subject to existence of Force Majeure conditions and/or for any reasons beyond the control of the Vendors and/or the Builder, in which case the time shall automatically stand extended by the period of existence of the Force Majeure or reason beyond the Vendors' and/or Builder's control and the Purchaser shall not be entitled to make or raise any claim whatsoever in this regard.
- 3.7 If the project demands, the Vendors and the Builder shall be entitled to all future extension (including vertical or otherwise) of the Buildings and/or the Premises by way of additional/further construction or otherwise on any part of the Land comprised in the Premises and/or raising of any additional floor / storey / construction over the roofs of the Buildings and also shall, subject to necessary approval of authorities concerned, be entitled to make from time to time additions or alterations to the Buildings and/or the Common Portions.

4. Consideration

- 4.1 The Purchaser agrees to pay to the Builder, the Agreed Consideration for sale and transfer of the said Unit, as mentioned in **PART-I** of the **FIFTH SCHEDULE**

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Vendors	Builder	Purchaser
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hereto, in accordance with the Payment Schedule contained in **PART-II** of the said **FIFTH SCHEDULE** hereto. The Purchaser has confirmed to the Vendors and the Builder that such Payment Schedule is convenient to the Purchaser and he agrees that time for payment shall be the essence of the contract.

4.2 The Agreed Consideration is an integral part of the transaction and non-payment / delayed payment thereof shall also be an act of default on the part of the Purchaser and the Builder shall become entitled to exercise the Rights on Purchaser's Default contained in the **EIGHT SCHEDULE** hereto

5. Taxes and Deposits

5.1 The Purchaser shall also pay to the Builder, the Taxes and Deposits mentioned in PART-I and PART-II of the **SIXTH SCHEDULE** hereto.

5.2 The Purchaser shall also pay to the Builder, the Taxes and Mandatory Deposits mentioned in **PART-III** of the **SIXTH SCHEDULE** hereto.

5.3 The amounts of the Taxes and Mandatory Deposits shall be paid by the Purchaser within 30 days of respective demands for the same or the date of Notice of Possession, whichever is earlier.

5.4 The Taxes and Mandatory Deposits are an integral part of the transaction and non-payment / delayed payment thereof shall also be an act of default on the part of the Purchaser and the Builder shall become entitled to exercise the Rights on Purchaser's Default contained in the **NINTH SCHEDULE** hereto.

6. Possession

6.1 The said Flat shall be deemed to be ready for delivery of possession upon the same being completed internally and reasonable ingress to and egress from the said flat being provided along with temporary or permanent water, drainage, sewerage, electricity and lift facilities/connections. A certificate from the Concerned Municipality regarding such completion shall be final and binding upon the Purchaser. Once the flat is so ready, the Builder shall issue Notice of Possession to the Purchaser and call upon the Purchaser to take possession thereof of the aforesaid unit upon payment of all outstanding amounts to the Builder. The interim Rules and Regulations for Management and Maintenance of the common areas and facilities of the said cluster in respect of all residents of the said cluster will be handed over during possession for due compliance thereof.

6.2 In the event of the Purchaser not making full payment of the Agreed Consideration, the Taxes and Mandatory Deposits and/or not complying with any of his obligations and/or not taking possession of the said Unit within a period of 30 days from the date of the Notice of Possession under clause 6.1 above, the Purchaser shall be deemed to have committed default entitling the Builder to the Rights on Purchaser's Default and the Purchaser shall further be liable to pay to the Builder

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Vendors Builder Purchaser

interest equivalent to 9.0% per annum on all the amounts remaining due until realization.

- 6.3 With effect from the date of expiry of the period specified in the Notice of Possession, the Purchaser shall be deemed to have fully satisfied himself regarding the Plans, the constructions (including the quality, specifications and workmanship thereof), the Carpet Area, the quality of materials used, the structural stability and the completion of the Buildings, the Common Portions and the said Flat and shall not thereafter be entitled to raise any objection or make any claim regarding the same
- 6.4 The Vendors and Builder make it clear to the Purchaser that the project will be developed in phases and the entire project may not at the same time be completed; to which the Purchaser shall have no objection. The Purchaser also agrees to the same and further agrees that the common facilities/ installations and amenities will accordingly also be made ready in phases and non completion of the whole project or all amenities/facilities/installations shall not be an excuse of the Purchaser to claim that the said Flat is not completed and ready for delivery of possession.

7. Alienation

- 7.1 Until a Deed of Conveyance is executed and registered in favour of the Purchaser, the Purchaser shall not be entitled to mortgage, encumber, lease or otherwise dispose of, deal with or alienate the said Unit or any portion thereof and/or any right or benefit of the Purchaser in the said Unit and/or under this Agreement.
- 7.2 The Purchaser may however, enter into any agreement to nominate, assign or transfer the allotment of the said Unit only if all the following conditions are complied with:-
- 7.2.1 The Purchaser has made full payment of the Agreed Consideration, the Taxes and Mandatory Deposits in respect of the Said Unit.
- 7.2.2 The Purchaser making payment to the Builder, Transfer Charges/ Nomination fees equivalent to **5% (Five percent)** plus taxes as applicable of the total transfer consideration payable by the Assignee or Nominee as noted in the Nomination Agreement or **5%** of the Agreed Consideration mentioned in the Fifth Schedule Part-I of the Sale Agreement signed between the Purchaser & the Builder, whichever is higher. In case of assignment and/or nomination in favour of any of the Family Members of the Purchaser as defined in **Clause A (xv)** hereinabove of the said Sale Agreement, the transfer charges/nomination fees shall be **Rs.15,000/- (Rupees Fifteen Thousand only)** plus taxes as applicable"
- 7.2.3 Prior consent in writing is obtained from the Builder of the proposed transfer / disposal / nomination or alienation of the said Unit or any part thereof.
- 7.3 After completion of the execution and registration of the Deed of Conveyance in favour of the Purchaser, the Purchaser may mortgage, encumber, lease out or

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Vendors

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otherwise deal with or dispose of or assign or alienate the said Unit subject to the following conditions:

- 7.3.1 The said Unit shall be impartible, indivisible and held in one lot, and the same shall not and cannot be partitioned or dismembered in part or parts. In case of sale of the said Unit in favour of more than one buyer, the same shall be done in their favour jointly and in undivided shares.
- 7.3.2 The transfer of the said Unit by the Purchaser shall not be in any manner inconsistent with the terms of this Agreement and/or the Deed of Conveyance and the covenants contained herein and/or in the Deed of Conveyance shall be covenants which run with the Land and/or transfer. One of the conditions on which the said Unit is being sold to the Purchaser is that all of the person(s) to whom the Purchaser may transfer/alienate the said Unit shall be bound by the same terms, conditions, covenants, stipulations, undertakings and obligations as applicable to the Purchaser by law and/or by virtue of this Agreement and/or the Deed of Conveyance.
- 7.3.3 All dues including outstanding amounts, interest, Maintenance Charges, electricity charges, gas bank charges, municipal corporation taxes and other taxes etc. relating to the said Unit payable to the Builder, the Maintenance Agency, the Association and the Municipal Corporation are paid by the Purchaser in full prior to the proposed transfer/alienation. Such dues, if any, shall in any event, be and remain a primary charge on the said Unit.

7.4 In case of death of any Purchaser prior to the execution and registration of the Deed of Conveyance in his favour, his legal representatives shall be entitled to obtain the Deed of Conveyance in their favour as per the Governing Law of Succession subject to production of necessary documents of representation to title as may be required in this regard, including probate, letters of administration and succession certificate.

8. Documents relating to Transfer

8.1 This Agreement has been prepared by the Builder’s Advocates and the Deed of Conveyance in respect of the said Unit shall also be prepared and finalised by the Builder’s Advocates and the Purchaser agrees and undertakes to accept and execute such Deed of Conveyance without asking for any modification thereto.

8.2 The Purchaser agrees to sign and execute all other papers and documents that may be prepared and required by the Vendors and/or the Builder through its Advocates in connection with and/or relating to the transfer of the said Unit.

8.3 The Purchaser shall, within 15 days of being required by the Vendors and/or the Builder, as the case may be, execute, complete and deliver to the Builder such executed documents, statements, declarations affidavits and authorities as be deemed reasonable by the Builder’s Advocates relating to the transfer envisaged hereunder.

8.4 At any time after the completion of construction of the said Flat, The Builder may call upon the Purchaser to execute the Deed of Conveyance and the Purchaser shall

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Vendors	Builder	Purchaser
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within 30 days of such notice comply with all his obligations (including making all payments) which are necessary for the execution and registration of the Deed of Conveyance.

8.5 The Vendors and the Builder through their authorised signatory will execute the Deed of Conveyance and/or other papers and documents for transfer of the said Unit only upon all of the following conditions and obligations having been satisfied and/or complied with by the Purchaser:

- 8.5.1 The Agreed Consideration, the Taxes and Mandatory Deposits are paid in full by the Purchaser;
- 8.5.2 The Purchaser is not in default in respect of any of his obligations;
- 8.5.3 All other amounts or dues payable by the Purchaser hereunder or in law in respect of the said Unit are paid in full by the Purchaser including Common Area Maintenance Charges, gas bank charges, Common Expenses, electricity charges, municipal corporation taxes and other taxes and levies and other outgoings;
- 8.5.4 The Purchaser deposits with the Builder or the Builder’s Advocates the estimated amount of stamp duty, registration fees and other connected miscellaneous expenses relating to the execution and registration of the Deed of Conveyance and/or requisite papers and documents; and
- 8.5.5 The Purchaser executes an undertaking and indemnity in favour of the Vendors and the Builder in respect of the Purchaser's obligation to pay the additional/ further stamp duty, additional registration fees, other levies, interest and penalty, if any, relating to execution and registration of the Deed of Conveyance.

8.6 The Purchaser shall always be at liberty to consult any other lawyer / advocate for any independent advice.

9. Rights

9.1 The following rights are intended to be and shall be transferred in favour of the Purchaser at the time of completion of the sale and transfer of the said Unit:-

- 9.1.1 Title of the said self contained Flat to be constructed by the Builder, as described in **PART-I** of the **SECOND SCHEDULE** hereunder written;
- 9.1.2 Right to park in the Parking Space such number of medium sized road worthy light motor vehicle (car) or two-wheeler, if any and as described in **PART-II** of the **SECOND SCHEDULE** hereunder written and agreed to be sold and transferred to the Purchaser with the said Flat;
- 9.1.3 Right of common use and enjoyment only in respect of the Common Portions described in the **THIRD SCHEDULE** hereto in common with the other owners and/or occupiers of the other portions of the Buildings subject to reasonable rules and restrictions imposed by the Builder in that regard.

9.2 None of the following is intended to be transferred and shall not be transferred in favour of the Purchaser, and the Purchaser shall have no right title or interest whatsoever in respect of all or any of the following:

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Vendors	Builder	Purchaser
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- 10.8 The Purchaser shall, after possession is made over to him, use and enjoy the said Unit in a manner not inconsistent with his rights hereunder and without committing any breach, default or creating any hindrance relating to the rights of any other Unit Owner, the Vendors and/or the Builder.
- 10.9 The obligations and covenants of the Purchaser in respect of the use, maintenance and enjoyment of the said Unit, the Common Portions, the Buildings and the Premises including payment of Maintenance Charges, electricity charges, cooking gas charges, municipal corporation taxes and other taxes and outgoings are more fully specified in the **EIGHTH SCHEDULE** hereto and the same shall be binding on the Purchaser. It is expressly made clear that the risk in the said Flat and liability of the Purchaser to make payment of all costs, expenses and outgoings in respect of the said Unit including for Maintenance Charges, electricity charges, cooking gas charges, municipal corporation taxes and other taxes and outgoings shall commence from the 30th day of the date of Notice of Possession notwithstanding anything to the contrary contained in the **EIGHTH SCHEDULE** hereto or elsewhere in this Agreement. Such liability shall continue till the same is paid by the Purchaser or the Agreement / allotment is cancelled / terminated by the Vendors and the Builder.

11. Default

- 11.1 Failure to make payment of any amount payable by the Purchaser under this Agreement on account of the Agreed Consideration and/or the Taxes and Mandatory Deposits or otherwise within the specified time, or within 30 days of demand if no time is specified, shall amount to a default entitling the Builder to exercise all or any of the Rights on Purchaser's Default.
- 11.2 Failure to perform or comply with any of the terms, conditions, covenants, undertakings, stipulations, restrictions, prohibitions and obligations of the Purchaser or any breach or default regarding any of them shall amount to a default on the part of the Purchaser and the Builder shall be entitled to exercise all or any of the Rights on Purchaser's Default.
- 11.3 The Rights on Purchaser's Default are independent of each other and not alternative to each other and more than one of the said rights may be simultaneously exercised and/or enforced by the Vendors and/or the Builder, as the case may be, either jointly or severally, regarding any default on the part of the Purchaser.
- 11.4 In case of default by the Vendors and/or the Builder, the Purchaser shall be entitled to claim specific performance and for the Vendors' and/or Builder's default in handing over possession of the said Unit on the Date of Possession except:
 - (a) due to reasons of Force Majeure conditions; and/or
 - (b) for other reasons and circumstances beyond its control,

the Purchaser shall be entitled to claim compensation for such delay at the rate of **9.0 % per annum** on the amount of the Agreed Consideration till then paid calculated from the Date of Possession as extended by the amount of time claimed

event the Vendors and/or the Builder being liable to make payment of any Goods and Services tax, Works Contract Tax, or any other statutory tax or duty or levy in respect of this Agreement or the transaction contemplated hereby, the Purchaser shall be liable and agrees to make payment of the same at or before taking possession of the said Unit.

13.4 Non-enforcement of any right by the Vendors and/or the Builder or any indulgence granted by the Vendors and /or the Builder to the Purchaser or any other Unit Owner shall not amount to waiver of any of the rights of the Vendors and the Builder.

13.5 In respect of any of the rights or obligations of the Vendors and the Builder as against or towards the Purchaser, it shall be sufficient if the Builder takes any steps and/or issue notices regarding the same.

13.6 The Purchaser shall have no connection whatsoever with the other Unit Owners and there shall be no privity of contract or any agreement or arrangement as amongst the Purchaser and the other Unit Owners (either express or implied) and the Purchaser shall be responsible to the Vendors and the Builder for fulfillment of the Purchaser’s obligations irrespective of non-compliance by any other Unit Owner.

13.7 If the Purchaser is not a resident of India, then it shall be his sole obligation and liability to comply with the provisions of all applicable laws including Foreign Exchange Management Act, 1999 (FEMA) and all other necessary requirements, rules, regulations, guidelines, etc. of the government or any other authority from time to time, including those pertaining to remittance of payment for acquisition of immovable properties in India. The Purchaser shall also furnish the required declaration / documents to the Builder in the prescribed format, if necessary. All refunds to Non-Resident Indians (NRI) and foreign citizens of Indian origin, shall however, be made in Indian Rupees.

13.8 The Vendors and the Builder may develop the entire Project with the loan assistance of a third party to whom they may mortgage the entire property towards security for loans and hence the rights created herein will be subject to the prior mortgage / charge of such third party, which shall be discharged only after the dues of such party is cleared and written permission of such party to this effect is obtained.

13.9 All taxes (including Goods and Services Tax, etc.), duties, levies, surcharges, charges or fees (whether existing at present or that may be imposed or enhanced in future) under any statute rule or regulation in respect of the Premises, the Buildings and/or the said Unit or the maintenance thereof or the transfer of the said Unit, shall be borne and paid by the Purchaser proportionately or wholly as the case may be, without raising any objection thereto, within 30 days of demand being made by the Builder and/or the Vendors, as the case may be, and the Vendors and the Builder shall not be liable for the same.

- 13.10 The Purchaser shall be responsible for and shall keep the Vendors and the Builder, the Maintenance Agency and/or the Association saved harmless and indemnified of from and against all damages costs claims demands charges expenses and proceedings occasioned relating to the Premises or any part of the Buildings or to any person due to any negligence or any act deed thing or omission made done or occasioned by the Purchaser and shall keep the Vendors and the Builder indemnified of from and against all actions claims proceedings costs expenses and demands made against or suffered by the Vendors and the Builder as a result of any act, omission or negligence of the Purchaser or the servants agents licensees invitees or visitors of the Purchaser and/or any breach or non-observance by the Purchaser of the Purchaser’s covenants and/or any of the terms herein contained.
- 13.11 In no circumstances interest shall be payable by the Vendors and/or the Builder on any payment or deposit received by them under this Agreement or in pursuance hereof whether by way of Agreed Consideration, the Taxes and Mandatory Deposits and/or otherwise.
- 13.12 This Agreement has been prepared in duplicate. The original of this Agreement has been made over to the Purchaser and it shall be the obligation and responsibility of the Purchaser to make payment of the appropriate stamp duty and registration charges payable in respect thereof and upon notice being received, the Vendors and the Builder shall remain present to admit the execution thereof. The Purchaser hereby indemnifies and agrees to keep saved harmless and indemnified the Vendors and the Builder of from and against all costs charges claims liabilities, obligations, actions, penalty, suits and proceedings whatsoever in the event of any claim, liability or obligation against the Vendors and/or the Builder relating to stamp duty and/or registration charges.

14. Notices

- 14.1 All notices shall be sent by registered post/speed post with acknowledgment due / courier service at the last notified address of the addressee and shall be deemed to be served on the fourth day after the date of dispatch.
- 14.2 All notices sent to the Purchaser through e-mail at his e-mail address, if any disclosed at the time of making application, without prejudice to any other mode of services as afore stated in clause 14.1, shall also be deemed to have been duly served on the Purchaser on 1 day after it is sent.

15. Arbitration

- 15.1 The Parties shall make every attempt to resolve in an amicable way all differences or disputes touching on or concerning this Agreement. If despite the attempts made to resolve the dispute amicably, no agreement can be reached, then the dispute shall be referred to an arbitral tribunal consisting of three (3) arbitrators, with each Party appointing one (1) arbitrator and the two (2) arbitrators so appointed shall appoint the third arbitrator in compliance with the provisions of the Arbitration and Conciliation Act, 1996, as amended

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Vendors	Builder	Purchaser
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from time to time. The venue of the arbitration would be Kolkata. The arbitration proceedings would be conducted in English language. The arbitration award shall be final and binding on the Parties.

16. Jurisdiction

16.1 Courts at Kolkata alone shall have exclusive jurisdiction in respect of all matters arising out of this Agreement to the exclusion of all other Courts.

Notwithstanding anything contained in this Agreement, should any Act or Rules with respect to Real estate be enforced with effect from any date prior to the date of this Agreement, provisions in the Act or Rules will supersede the provisions of this Agreement and will be dealt with accordingly

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Vendors

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Builder

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THE FIRST SCHEDULE ABOVE REFERRED TO:**(Description of the Premises)**

ALL THAT the piece or parcel of land containing an area of 9.26 acres, be the same a little more or less, (less the area which the Vendors/Builder gifts/ to be gifted to the Municipal Corporation) situate and lying at **premises No. 1625(N), G. T. Road (West), Kumarpur, within Ward No. 1 of the Asansol Municipal Corporation** and comprised in R.S. Dag Nos. 1746 (part), 1747 (part), 1748 (part), 1748/2146, 1748/2147, 1748/2148, 1749, 1750, 1751, 1751/2149, 1751/2150, 1752, 1752/2151, 1753 (part), 1754, 1755, 1756/2154 and 1756/2155 (part), corresponding to L.R. Dag Nos. 1049, 1051, 1052, 1053, 1054, 1055, 1056, 1057, 1058, 1059, 1060, 1061, 1062, 1063, 1064, 1065, 1066 and 1067, R.S. Khatian Nos. 525 and 14, L.R. Khatian Nos. 1133, 1134, 1235, 1236, 1237, 1238, 1239, 1240, 1241, 1242 and 1243 in Mouza Narsamuda (previously Kalikapur), J.L. No. 9, Sub-Registry office Asansol, Pargana Shergarh, P.O. Asansol, P.S. Asansol (South), District Burdwan, Pin- 713 304 and butted and bounded as follows:

- On the North** : Partly by GT Road and partly by Surja Sen Colony;
On the South : Partly by Private Houses and partly by Vidyasagar Sarani;
On the East : Partly by GT Road, partly by Kali Mandir, partly by House of Mr. R. Bansal and partly by football ground; and
On the West : Partly by property of M/s. United Spirits Limited and partly by private houses.

THE SECOND SCHEDULE ABOVE REFERRED TO:**PART-I****(Description of the said Flat)**

ALL THAT the residential **Flat No. ____** on the **__ floor** of **Tower _____** of “**Genexx Exotica**” having Super Built Up Area of Sq ft (Corresponding **Carpet Area** _____ Sq. ft.) (_____ sqm) along with a **Covered Balcony** having an area of _____ sq. ft. (_____ sqm) and exclusive right to use an **open terrace (without construction right)** having an area of _____ sq. ft. (_____ sqm) be the same a little more of less, at the Premises more particularly described in the **First Schedule** above written and delineated in the shown in the Plan or Map in colour Red annexed herewith being the part and parcel of this Agreement situate and lying at **premises No. 1625(N), G. T. Road (West), Kumarpur, within Ward No. 1 of the Asansol Municipal Corporation**, Post Office:- Asansol, Police Station:- Asansol (South), District Burdwan, Pin- 713 304.

PART-II**(Description of the said Parking Space)**

ALL THAT the exclusive right to park medium sized car in **One Vehicle Parking Space in the Covered/Open/Basement area** with Flat at the Premises more particularly described in the **First Schedule** above written.

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 Vendors

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 Builder

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 Purchaser

THE THIRD SCHEDULE ABOVE REFERRED TO:

(Description of the Common Areas)

- A. Common areas and installations in respect whereof only the right of user in common shall be granted to the Purchaser:
 - (i) Main entrances for ingress and egress to the Premises, lobbies, common passages and staircases of the Buildings and common paths in the Premises.
 - (ii) Lifts, lift machinery and lift pits.
 - (iii) Common drains, sewers and pipes.
 - (iv) Common underground water reservoirs, overhead water tanks, water pipes (save those inside any Flat) and deep tubewells appurtenant to the Buildings.
 - (v) Wires and accessories for lighting of Common Areas of the Buildings.
 - (vi) Pump room, motor room & generator room.
 - (vii) Well integrated fire fighting equipment and system in the Buildings.
 - (viii) Lawn with paved paths.
 - (ix) Sewage Treatment Plant in the Premises.
 - (x) Children Playground and Landscape Area in the Premises.

- A1. The Purchaser agrees and acknowledges that no right of access or use will be permitted to the Purchaser, his men, agents or representatives in respect of such of the above Common Areas which are not considered suitable and/or necessary for such access/use by the Builder including those areas and/or spaces in the Premises which have been earmarked by the Builder exclusively for commercial use.

- A2. Access and/or use of the Club shall be permitted in accordance with Club Rules framed and/or published by the Builder and/or the Association, after its formation, from time to time, Provided However it is hereby clarified that the Builder shall at all times have and also hereby reserves its right to allow / grant membership and/or use of the Club and/or facilities provided therein to third parties / persons other than Unit Owners, subject to such terms and conditions as shall be framed by the Builder for such third parties/persons.

THE FOURTH SCHEDULE ABOVE REFERRED TO:

(Specifications of construction as recommended by the Architect)

FOUNDATION	- RCC raft structure;
STRUCTURE	- RCC framed structure;
EXTERIOR WALL	- To be finished with suitable paint;
INTERIOR WALL	Brickwork with POP finish;
FLOORING	Vitrified Tiles in the Bedrooms, drawing & dining room, Ceramic tiles in other areas.
LOBBY	- Elegant lobby with Rectified/Ceramic Tiles;
STAIRCASE	- Spacious staircase with Tiles

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Builder

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Purchaser

KITCHEN	- Ceramic tiles on floors & upto suitable height on walls; Granite slab on cooking platform with Stainless steel sink; Adequate plug points for electrical appliances;
BATHROOM	- Ceramic tiles on floor and upto suitable height on the walls; Basin & Water Closet of reputed make; CP fittings of reputed make & PVC door; Electric points – Exhaust Fan point and Geyser point in both bathrooms.
DOOR & WINDOWS	- Molded Panel door at the main entrance; Flush door with enamel paint in bedrooms, Windows – Aluminium windows with clear glass glazing;
HARDWARE ELECTRICAL	- Hardware fittings of reputed make; - Concealed wiring with Modular Switches; Door bell point at main entrance door; AC point in two bedrooms for 3 BHK flats. AC point in one bedroom for 2 BHK flats. One TV point; One Telephone point with intercom connection; Main power load: 5 KW for 3 BHK and 4 KW for 2 BHK Emergency back up: 550 W for 3 BHK and 450 W for 2 BHK
WATER SUPPLY	- Adequate water supply;

II. In connection with the specifications mentioned above, the Purchaser should note that the specifications of the materials used in the construction of and the fixtures fittings, installations and equipments installed in the Unit is subject to the following qualifications (where applicable):

1. There may be tonal differences in vitrified and ceramic tiles while manufacturing of different lots. The stated tonality and pattern of granite tops shall be subject to availability.
2. The layout / location of TV / telephone and electrical / power points is subject to Architects' sole discretion and final design.
3. The brand and model of all the materials / equipments supplied are subject to their availabilities and the Builder shall have the sole discretion to substitute the materials / equipments to a comparable one that is available in the market.

THE FIFTH SCHEDULE ABOVE REFERRED TO:

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Vendors

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Purchaser

PART-I
(Agreed Consideration)

(a)	Consideration for the Undivided Share and for construction and completion of the said Flat.	Rs/-
(b)	Consideration for Car Parking Space/Area for One Vehicle Parking Space in the Covered/Open/Basement	Rs...../-
	TOTAL (A) :	Rs./-

[Rupees only]

Note: Goods and Services Tax, as applicable, will be payable in addition to the above.

PART-II
(Payment Schedule)

- (a) The Agreed Consideration as mentioned in **PART-I** above is to be paid by the Purchaser to the Builder in the following manner:

Application Money	Rs. 1,00,000/-
Amount due within 30 days of booking or executed agreement whichever is earlier	20% [less Application Money]
On Completion of 4 th Floor Casting	20%
On Completion of 6 th Floor Casting	10%
On Completion of 9 TH Floor Casting	10%
On Completion of 12 th Floor Casting	10%
On Completion of Final Roof Casting	10%
On Completion of Brick work	5%
On Completion of External Plaster	5%
On installation of lift	5%
On issue of notice of possession	5%
TOTAL	100%

PART-III
(Estimated date of delivery of possession)

The estimated date of making of the said Flat ready for the purpose of delivery of possession is withinwith a grace period of **6(Six) months**. The above shall always be subject to Force Majeure conditions and other provisions as continued in this Agreement. It is clarified that the whole project/all amenities/ installations may not be ready by such time, the project being undertaken in phases.

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THE SIXTH SCHEDULE ABOVE REFERRED TO:**(Taxes and Mandatory Deposits)****PART-I****(For Taxes)****A. Taxes payable wholly by the Purchaser:**

- (i) Goods and Services Tax, Betterment Fees, and/or other development charges and any other tax, duty, levy or charge that may be applicable, imposed or charged, if any, in connection with the construction, sale or transfer of the said Unit in favour of the Purchaser. Goods and Services Tax and other taxes will be deducted / adjusted from all amounts already paid by the Purchaser at or before signing of this Agreement in respect of the said Unit which shall be treated as gross of service tax. Amount paid (exclusive of Goods and Services Tax) will thus be correspondingly reduced and shall be made good by the Purchaser.
- (ii) Stamp duty, registration fee and all other taxes, levy, miscellaneous and other allied expenses relating to this Agreement, the Deed of Conveyance and all other papers and documents that may be executed and/or registered relating to the said Unit as also the additional stamp duty, additional registration fee, penalty, interest or any other levy, if any, that may be imposed or payable in this regard at any time.
- (iii) Charges levied by the Builder for any additional or extra work done or any additional amenity or facility provided or any changes, additions, alterations or variation made in the said Flat including the costs, charges and expenses for revision of the Plans to the extent it relates to such changes, additions, alterations or variation.

PART-II**(Additional Consideration)**

Additional consideration payable by the Purchaser to the Builder in case there be any increase in total Carpet Area of the said Flat upon completion of construction of the Buildings and the measurement being certified by the Builder/Architects. Such additional consideration shall be calculated at the same rate at which the Agreed Consideration has been computed. However, if there be any reduction in the total Carpet Area of the said Flat, then the differential consideration amount (calculated at the same rate of the Agreed Consideration) shall be adjustable / refundable by the Vendors and/or the Builder, as the case may be, to the Purchaser. In any case, the Mandatory Deposits, wherever the same is liable to paid by the Purchaser on Carpet Area basis, shall also stand increased / decreased proportionately.

PART-III**(For Mandatory Deposits)**

i)	Corpus Deposit / Sinking Fund towards future capital expenses to be incurred for major maintenance, repairs and/or replacements of common areas and installations of Rs...../- (Rupees Only)
ii)	Security Deposit for Common Area Maintenance for six months of Rs./- (Rupees Only)
iii)	Deposit for individual electricity meter at actual as demanded by electricity supplying authority
iv)	Deposit for Municipal Taxes.

Note: Goods and Services Tax, as applicable, will be payable in addition to the above.

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The Purchaser agrees and undertakes to pay the amounts of mandatory deposits within 30 (thirty) days of issuance of Notice of Possession, without raising any objection whatsoever regarding the same. In case of default in making payment of any of the amount as aforesaid within the specified time, the Purchaser will be liable to pay an **interest @ 9.0 % per annum** on the aforesaid amount due till realisation.

THE SEVENTH SCHEDULE ABOVE REFERRED TO:
(Further Rights of Vendors / Builder / Maintenance Agency / Association)

1. Apportionment of any liability of the Purchaser in respect of any expenses, taxes, dues, levies or outgoings payable by the Purchaser pursuant to this Agreement or otherwise shall be done by the Builder whose decision shall be final and binding on the Purchaser.
2. The Maintenance Charges shall be payable by the Purchaser with effect from the 30th day of Notice of Possession (**Deemed date of Possession**) as fixed by the Builder / Maintenance Agency and shall be payable periodically. Provided That until all payments due under this Agreement are made by the Purchaser, no right of whatsoever nature shall accrue in favour of the Purchaser to obtain possession of the said Flat.
3. The Builder / Maintenance Agency / Association shall be entitled to revise and increase the Maintenance Charges from time to time and the Purchaser shall not be entitled to object thereto.
4. The Builder / Maintenance Agency / Association shall be entitled to withdraw, withhold, disconnect or stop all services, facilities and utilities to the Purchaser and/or the said Unit including water supply, electricity, generator, use of club, integrated communication, cable TV, lift, etc., in case of default in timely payment of the periodical Maintenance Charges, Electricity / Generator Charges, Municipal Corporation taxes, Common Expenses, Club subscription and/or other payments by the Purchaser after giving 30 days notice in writing and further to an **interest @ 9.0 % per annum** on the amount so due till realisation.
5. The Maintenance Agency / Association shall have the first charge and/or lien over the said Unit in respect of the unpaid amounts of Maintenance Charges, Electricity Charges, Gas Bank charges, Municipal Corporation taxes, Common Expenses and/or other payments as also interest thereon and there shall be restriction on transfer of the said Unit till such payments are made in full. The Maintenance Agency / Association shall be entitled to recover such amounts together with interest accrued thereon by sale, transfer, lease, tenancy, etc. of the said Unit.

THE EIGHTH SCHEDULE ABOVE REFERRED TO:
(Purchaser's Further Covenants)

1. On and from the Notice of Possession, the Purchaser agrees undertakes and covenants to:
 - a) comply with and observe the rules, regulations and bye-laws framed by the Builder /Maintenance Agency/Association from time to time;
 - b) permit the Builder, Maintenance Agency and Association and their respective men agents and workmen to enter into the said Flat for the Common Purposes of the Project;

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Vendors

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Builder

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Purchaser

- c) deposit the amounts for various purposes as may be required by the Builder / Maintenance Agency or the Association;
- d) use the Common Portions without causing any hindrance or obstruction to other Unit Owners and occupants of the Buildings; not to stack/keep/litter the common passages/lobby/staircase/landings/fire refuse with personal belongings of any kind.
- e) keep the said Flat and party walls, sewers, drains pipes, cables, wires, entrance and main entrance serving any other Flat in the Buildings and/or in the Premises in good and substantial repair and condition so as to support shelter and protect and keep habitable the other Flats /parts of the Buildings;
- f) in particular and without prejudice to the generality of the foregoing, not to make any form of alteration in or cut or damage the beams and columns passing through the said Flat or the Common Areas for the purpose of fixing, changing or repairing the concealed wiring and pipelines or otherwise;
- g) use and enjoy the Common Areas only to the extent required for ingress to and egress from the said Flat of men materials and utilities;
- h) sign and deliver to the Builder all papers applications and documents for obtaining separate electricity meter or electricity connection for and in respect of the said Flat from the service provider in the name of the Purchaser and until the same is obtained, the Builder may provide or cause to be provided reasonable quantum of electricity to be drawn by the Purchaser at his cost upon installation of electricity sub-meter in or for the said Flat and the Purchaser shall pay all charges for electricity on the basis of reading of such sub-meter and as billed by the Builder;
- i) bear and pay the Common Expenses and other outgoings in respect of the Premises proportionately, and the said Unit wholly;
- j) pay Municipal Corporation Taxes and all other rates taxes levies duties charges and impositions outgoings and expenses in respect of the Buildings and the Premises proportionately, and the said Unit wholly, and to pay proportionate share of such rates and taxes payable in respect of the said Unit until the same is assessed separately by the Municipal Corporation;
- k) pay monthly common area maintenance charges for the maintenance of the Buildings, open areas, common areas, paths, passages and the Premises as a whole, at such rate as may be quantified by the Builder at the appropriate time;
- l) pay the monthly subscription for using the Club by the Purchaser and his family members at such rate as may be quantified by the Builder at the appropriate time;
- m) pay for reticulated gas and related service charges, generator, integrated communication facilities, cable TV and other utilities consumed in or relating to the said Unit;
- n) allow the other Unit Owners the right of easements and/or quasi-easements;
- o) regularly and punctually make payment of the Common Expenses, Maintenance Charges, Generator / Electricity Charges, Municipal Corporation Taxes and other payments mentioned herein within seven days of receipt of demand or relevant bill, whichever be earlier;
- p) observe and comply with such other covenants as be deemed reasonable by the Builder for the Common Purposes;
- q) not to use the said Flat or permit the same to be used for any purpose other than a private dwelling place of families;

- r) not to do or suffer any thing to be done in or about for the said Flat which may cause or tend to cause or tantamount to cause any damages to the floors or ceiling of the said Flat or in any manner interfere with the use and enjoyment thereof or of any open spaces, passages or amenities available for common use;
- s) not to demolish or cause to be demolished the said Flat or any part thereof at any time or any part of the said Buildings or the fittings and fixtures thereof;
- t) not to make in the said Flat any structural alterations of a permanent nature except with the prior approval in writing of the Builder and/or the Municipal Corporation and all other concerned or statutory authorities;
- u) not to carry out or permit to be carried out any illegal or immoral or hazardous activities in the said Flat;
- v) not to store or keep any hazardous or dangerous or combustible or exceptionally heavy materials or things in the said Flat or to hang from or attach to the rafters or beams any heavy materials which may damage or endanger the structural stability of the Buildings;
- w) not to put any nameplate or letter box or neon-sign or board in the Common Portions or on the outside wall of the Buildings save at the place as be approved or provided by the Builder Provided However that nothing contained herein shall prevent the Purchaser from putting a decent nameplate on the outer face of the main door of the said Flat;
- x) not to open out any additional window or fix any grill box or grill or ledge or cover or any other apparatus protruding outside the exterior of the said Flat or any portion thereof;
- y) not to install or fix air-conditioners, dish antennas or other apparatus on the exterior walls of the Buildings, save at places specified / fixed and in a manner as indicated by the Builder;
- z) not to do or permit to be done any act deed or thing which may render void or voidable any policy of Insurance of any Flat or any part of the Buildings or the Premises or may cause any increase in the premium payable in respect thereof;
- aa) not to decorate the exterior of the Buildings otherwise than in the manner agreed by the Builder/Maintenance Agency/Association in writing or in the manner as nearly as may be in which it was previously decorated;
- bb) not to store or permit any one to store any goods or things and neither to deposit or throw or permit to be deposited or thrown any garbage, dirt, rubbish or refuse or waste in or around the staircase, lobby, landings, lifts, passages or in any other common areas or installations of the Buildings;
- cc) not to commit or permit to be committed any alteration or changes in pipes, conduits, cables and other fixtures and fittings serving the other Flats in the Buildings;
- dd) not to claim any right over and/or in respect of any open land at the Premises or in any other open or covered areas of the Buildings and the Premises reserved or intended to be reserved by the Vendors and/or the Builder for their own exclusive use and enjoyment and not meant to be a common area or portion and not to obstruct any development or further development or additional construction which may be made from time to time by the Vendors and the Builder thereat or on any part thereof;
- ee) not to claim partition or sub-division of the Land comprised in the Premises underneath the Buildings and/or the Common Portions towards its Proportionate Undivided Share attributable to the said Flat or any part thereof

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Vendors

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Builder

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Purchaser

- nor to do any act or deed, whereby the rights of the Vendors and the Builder and/or the rights of the purchaser of other Flats in the Buildings is/are affected or prejudiced in any manner whatsoever nor to do any act or deed, which may cause obstruction and/or hindrance in the construction of the said Buildings;
- ff) not to partition the said Flat by metes and bounds;
 - gg) not to shift or obstruct any windows or lights in the said Flat or the Buildings;
 - hh) not to permit any new window light opening doorway path passage drain or other encroachment or easement to be made or acquired in against out of or upon the said Flat without the prior consent in writing of the Builder and/or the Association;
 - ii) not to park or allow anyone to park any car, two-wheeler or other vehicles at any place other than the space earmarked for parking car(s) or two wheeler(s) of the Purchaser, if any, mentioned in **PART-II** of the **SECOND SCHEDULE** hereto; and
 - jj) not to let out or part with possession of the Said Garage, if so agreed to be acquired by the Purchaser hereunder, independent of the said Flat and to use the same only for the purpose of parking of a medium size motor car or two-wheeler, as the case may be.
 - kk) not to let out the said Unit or any part thereof without obtaining prior written permission of the Builder and making payment of all sums or amounts then due and payable by the Purchaser in respect of the said Unit.
 - ll) not to park any car or two-wheeler in the Premises if the Purchaser has not been allotted any Parking Space and to park only one car or two wheeler in one Parking Space and not more than one, even if there be space for more than one in the Parking Space.
2. The Purchaser agrees, undertakes and covenants not to make or cause any objection, interruption, interference, hindrance, obstruction or impediment for any reason or in any manner whatsoever relating to the Project or the construction and completion of the Buildings by the Builder including any further constructions, additions or alterations that may be made from time to time.
 3. Notwithstanding anything to the contrary contained elsewhere in this Agreement, the Purchaser shall become liable, with effect from the date of expiry of the period of Notice of Possession, to pay Common Expenses, Maintenance Charges, municipal corporation taxes, common electricity charges, gas bank charges and other payments etc. including those mentioned in sub-paragraphs 1(c), (i), (j), (k), (l) and (o) of this Schedule as also a fine /guarding charge of Rs.5,000/- per month (the guarding charge is payable, till the time the Purchaser being otherwise entitled, takes possession of the said Unit). It is however clarified that payment of the aforesaid amounts shall not entitle the Purchaser to any rights of whatsoever nature in respect of the said Unit until the Agreed Consideration, the Taxes and Mandatory Deposits costs and other payments due under this Agreement are paid in full by the Purchaser.

THE NINTH SCHEDULE ABOVE REFERRED TO:
(Rights on Purchaser's Default)

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Vendors

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Builder

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Purchaser

- a) In case of default/delay in making payment of any amount payable under this Agreement (including in particular the Fifth, Sixth and Eighth Schedules hereto) or otherwise by the Purchaser to the Builder within **30** days of the demand being raised, interest shall be payable by the Purchaser at the agreed rate of **interest of 9.0% per annum** from the due date till the date of payment. If such default/delay continues beyond 45 days, the Builder shall reserve the right to cancel the agreement and forfeit an amount equivalent to 5% of the agreed consideration together with interest paid or due and taxes paid or due as on date of cancellation subject to minimum of Rs.51,000/- (Rupees Fifty One Thousand) only plus applicable taxes.
- b) In case of there being a failure, refusal, neglect, breach or default on the part of the Purchaser to perform or comply with any of the terms conditions covenants undertakings stipulations restrictions prohibitions and/or obligations in respect of the said Flat / said Unit, then the Builder shall be entitled to issue a notice to the Purchaser calling upon the Purchaser to rectify and/or make good or set right the failure neglect refusal breach or default within one month from the date of the said notice. If the Purchaser does not comply with the said notice to the satisfaction of the Builder, then the Purchaser shall be liable to pay to the Builder, compensation and/or damages that may be quantified by the Builder.
- c) In the event of any charges for any reason whatsoever being debited to the Bank Account of the Builder for any cheque for any amount issued by the Purchaser, the Purchaser agrees to pay / reimburse to the Builder, such bank charges. The Purchaser further undertakes that in case of return of any cheques being dishonoured, the Purchaser shall be liable to make payment of the amount of such dishonoured cheque with interest thereon. This shall be without prejudice to the other legal rights of the Vendors and the Builder under law (including under the Negotiable Instruments Act, 1881) as also the other rights of the Vendors and the Builder under this Agreement.
- d) In case of default in payment of any amount payable hereunder or otherwise for more than 2 (two) months after the due date thereof, and/or in case of the Purchaser not rectifying or making good any default breach, failure, refusal or neglect within 2 (two) months from the date of issue of the Notice mentioned above, then in that event the Vendors and the Builder shall be entitled to cancel / terminate the Agreement / allotment.
- e) If the Purchaser in any manner delays execution of the Deed of Conveyance beyond 30 (thirty) days from the date of notice by the Builder, the Purchaser shall be liable to pay a penalty of Rs.5,000/- (Rupees Five Thousand only) per month plus applicable taxes for the period of such delay. Such liability shall be in addition to and without prejudice to the other liabilities of the Purchaser as also the other rights of the Vendors and the Builder, under other provisions of this Agreement. If such delay continues for 6 (six) months or more, then in that event the Vendors and the Builder shall be entitled to cancel / terminate the Agreement / allotment.
- f) In case of cancellation/termination of the Agreement / allotment under any provision of this Agreement, without prejudice to the other rights which the

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Purchaser

Vendors and the Builder may have against the Purchaser, the Vendors and the Builder shall be entitled to deduct and retain a sum equivalent to 5% of the agreed consideration together with interest paid or due and taxes paid or due as on date subject to a minimum of Rs.51,000/- (Rupees Fifty One Thousand only), plus applicable taxes, as pre-determined and agreed liquidated damages for cancellation of the Agreement / allotment and the remaining sum received by the Builder from the Purchaser towards the Agreed Consideration shall be refunded to the Purchaser. Such balance amount shall be refunded without interest upon the sale of the said Unit by the Builder to a new purchaser or the completion of the Buildings, whichever is earlier.

- g) Upon cancellation / termination of the Agreement / Allotment being made by the Vendors and the Builder, all rights and/or claims of the Purchaser, if any, against the Vendors and the Builder, the said Unit, the Buildings and/or the Premises shall stand extinguished and the Vendors and the Builder shall be forthwith entitled to transfer, deal with and dispose of in any manner the said Unit to any person on such terms and conditions as may be deemed fit and proper by the Vendors and the Builder without making any reference to the Purchaser and the Purchaser shall not be entitled to make or raise any objection, hindrance or claim regarding the same.
- h) If any act or omission of the Purchaser results in any interruption interference hindrance obstruction impediment or delay in the Project or the construction of the Buildings or any portion thereof including further constructions additions and/or alterations from time to time and /or in the transfer sale or disposal of any Flat or portion of the Buildings, then in that event the Purchaser shall also be liable to pay to the Builder compensation and/or damages that may be quantified by the Builder.
- i) Besides the aforesaid rights, the Vendors and/or the Builder shall also be entitled to any other right to which the Vendors and the Builder may be entitled to in law or equity by reason of any default or breach on the part of the Purchaser.

THE TENTH SCHEDULE ABOVE REFERRED TO:
(Devolution of Title)

- A. One Seetarampore Coal Co. Ltd. was the absolute owner of **All That** landed property containing an area of 240 bighas, more or less, together with several bungalows therein, all situated within Mouza Kalikapur (now Narasamuda), P.S. Asansol, Pargana Shergarh, Sub Registry Office Asansol, District Burdwan, hereinafter referred to as the “**said larger property**”.
- B. By a Deed of Conveyance dated 1st May, 1928 made between Seetarampore Coal Co. Ltd., therein called the Vendor and Edward Hannaford Marshall therein called the Liquidator of the One Part, Bernard Willoughby Holmes of the Other Part, The Chartered Bank of India, Australia and China therein called the Bank of the Third Part, Edward Hannaford Marshall and James Douglas Marshall therein called the Mortgagor of the Fourth Part, Carew & Company Limited therein called the Purchaser of the Fifth Part and registered with the Registrar of Assurances, Kolkata (then Calcutta), in Book No. I, Volume No. 31, Pages 222 to 230, Being No. 1606 for the year 1928, the Vendor therein, for the consideration therein reserved, sold, transferred and conveyed **All That** the said larger property, as more fully described

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Vendors

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Builder

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Purchaser

- in the First Schedule therein, other than the surface rights in a portion thereof containing an area of 8 bighas 9 cottahs 3.4 chittacks described in the Second Schedule therein, absolutely and forever, to the said Purchaser.
- C. The said Carew & Co. Ltd. duly mutated its name as the owner of the said plots in the Record of Rights pertaining thereto.
- D. By an order dated 12th July, 1991 passed by the Hon'ble High Court at Calcutta in C.P. No. 22 of 1991 in the matter of Phipson & Co Ltd. and in the matter of Carew & Co. Ltd., the Hon'ble Court was pleased to sanction a Scheme of Arrangement for amalgamation of Phipson & Co. Ltd. with Carew & Co. Ltd.
- E. The name of Carew & Co. Ltd. was changed to Carew Phipson Co. Ltd. and a fresh certificate of incorporation consequent upon change of name was issued by the Registrar of Companies, Kolkata, on 19th May, 1992.
- F. By an order dated 6th February, 1995, passed by the Hon'ble High Court at Calcutta in C.P. No. 2119 of 1994 connected with C.A. No. 152 of 1994 in the matter of Carew Phipson Co. Ltd. and in the matter of McDowell & Co. Ltd. (a Company incorporated under the Companies Act, 1956 and having its registered office at McDowell House, 2, Second Line Beach, Madras), a Scheme of Amalgamation of Carew Phipson Co. Ltd. with McDowell & Co. Ltd. was sanctioned and all the properties, rights and powers of the transferor company (Carew Phipson Co. Ltd.) including the said plots fully described in Schedule B thereto was transferred without further act or deed to the transferee Company (McDowell & Co. Ltd.).
- G. In the circumstances, the said McDowell & Co. Ltd., a Company having its registered office at Madras, became the owners of all the assets and properties of Carew Phipson Co. Ltd. including the said plots.
- H. By an order dated 30th November, 2000 passed by the Hon'ble High Court at Madras, a Scheme of Amalgamation of the said McDowell & Co. Ltd., a Company having its registered office at 3, Second Line Beach, Chennai with McDowell Spirits Ltd, a Company having its registered office at Richmond Road, Bangalore, was sanctioned and all the assets and properties of the transferor company was transferred to and vested in the said transferee company.
- I. The name of McDowell Spirits Ltd. was changed to McDowell & Co. Ltd. and fresh certificate of incorporation consequent upon change of name was issued by the Registrar of Companies, Karnataka, on 12th April, 2001.
- J. In the circumstances, McDowell & Co. Ltd., a Company registered under the Companies Act, 1956, and having its registered at 51, Richmond Road, Bangalore, became the absolute owners of the said plots.
- K. By an Agreement For Sale dated 11th March, 2005 made between McDowell & Co. Ltd., therein referred to as the Vendor of the One Part and Smt. Tapati Chakraborty, therein referred to as the Purchaser of the Other part, the Vendor therein agreed to sell and Purchaser therein agreed to purchase **All That** the piece and parcel of land together with the brick built building, bungalows and/or structures therein, fully described in the Second Schedule therein written and comprised within R.S. Plot Nos. 1747, 1748, 1748/2146, 1748/2147, 1748/2148, 1751, 1751/2150, 1752/2151, 1753, 1754, 1755, 1756/2154, 1756/2155, 1749, 1750, 1751/2149, 1752, 1746 (P), Khaitan Nos. 525, 526, 527, 528 and 14 and containing an area of 7.26 acres, more or less, (hereinafter referred to as "the **subject plots**") situated within J. L. No. 9, Mouza Kalikapur (now Narasamuda), Parganas Shergarh, Sub-Registry Office, Asansol, District Burdwan at or for a consideration of Rs.60,40,320/- (Rupees Sixty Lakhs Forty Thousand Three

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Vendors

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Builder

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Purchaser

Hundred and Twenty only) and on the terms and conditions therein contained, inter alia, as follows: -

- i) In part performance of the contract, McDowell & Co. Ltd. agreed to and delivered vacant possession of **All That** the subject plots to the said Smt. Tapati Chakraborty.
 - ii) The entire consideration of Rs.60,40,320/- (Rupees Sixty Lakhs Forty Thousand Three Hundred and Twenty only), as aforesaid, was paid by Smt. Tapati Chakraborty to McDowell & Co. Ltd. simultaneously upon the execution of the said Agreement.
 - iii) McDowell & Co. Ltd. agreed to execute the Deed of Conveyance of the subject plots in favour of Smt. Tapati Chakraborty and/or to her nominee or nominees without any further claim or demand.
 - iv) McDowell & Co. Ltd. agreed to appoint Smt. Tapati Chakraborty as its Constituted Attorney for the purpose of execution or registration of the Deed or Deeds of Conveyance of the subject plots in favour of the respective nominee or nominees of Smt. Tapati Chakraborty.
- L. By a Deed of Conveyance dated 11th May, 2005 made between the said McDowell & Co. Ltd., therein referred to as the Vendor of the One Part and Smt. Tapati Chakraborty, therein referred to as the Purchaser of the Other Part and registered with the Additional Registrar of Assurances - III, Kolkata in Book No. I, Volume No. 11, Pages 493 to 507, Being No. 530 for the year 2005, the said McDowell & Co. Ltd., in consideration of a sum of Rs.3,02,016/- comprised out of the total consideration of Rs.60,40,320/- paid by Smt. Tapati Chakraborty to McDowell & Co. Ltd. in terms of the said Agreement for Sale, as aforesaid, sold, transferred and conveyed to Smt. Tapati Chakraborty **All That** an undivided 1/20th share or interest in **All That** the subject plots, being land admeasuring 0.363 acres out of the total area of the subject plots of 7.26 acres, fully described in the Schedule thereunder written, absolutely and forever.
- M. The name of McDowell & Co. Ltd. was changed to United Spirits Ltd. and a fresh certificate of incorporation consequent upon change of name was issued by the Registrar of Companies, Karnataka on 17th October, 2006.
- N. By a Deed of Nomination dated 30th March, 2007 made between Smt. Tapati Chakraborty, therein referred to as the Nominator of the One Part and Ananda Mohan Chakraborty and 14 others, therein referred to as the Nominees of the Third part, the said Smt. Tapati Chakraborty, for a consideration of a sum of Rs.60,00,000/- (Rupees Sixty Lakhs only), nominated the said Ananda Mohan Chakraborty and 14 others to purchase **All That** the remaining undivided 19/20th share or interest in **All That** the subject plots, comprising an area of 6.897 acres out of the total area of the subject plots of 7.26 acres, in her place and stead and transferred to the said nominees the benefit of the proportionate share of the total consideration paid to McDowell & Co. Ltd. for purchase of the said undivided 19/20th share in **All That** the subject plots, being a sum of Rs.57,38,304/- remaining after adjustment of the part in respect whereof she obtained a Deed of Conveyance in her name. The said Deed of Nomination records that out of the said sum of Rs.60,00,000/-, the Nominees paid to her a sum of Rs.10,000/- each, i.e., a sum of Rs.1,50,000/-, leaving behind a total sum of Rs.58,50,000/-, i.e., a sum of Rs. 3,90,000/- to be paid by each of them to her within 30th March, 2008.
- O. By 15 several Deeds of Conveyance all dated 30th March, 2007 and all made between McDowell & Co. Ltd., therein referred to as the Vendor of the One Part

and the said 15 nominees, as aforesaid in Recital N above, therein respectively referred to as the Purchaser of the Other part and registered with the Additional District Sub-Registrar, Asansol, as per details mentioned below, the Vendor therein sold, transferred and conveyed to each of the respective Purchasers therein mentioned, **All That** an undivided 1/15th share or interest each in the remaining area of the subject plots, totaling an area of 6.879 acres, more or less, free from all encumbrances, charges, liens, attachments whatsoever fully described in the Schedule thereunder written, absolutely and forever. The particulars of the said 15 Deeds of Conveyance are as follows:

Sl. No.	Date of Conveyance	Name of the Purchaser	Area	Registration Particulars
1	30/03/2007	Moumita Chakraborty	1/15 th undivided share out of the balance area of 6.897 acres	Book No. I , Vol. No. 7, Being No. 1698 for the year 2007
2	30/03/2007	Maya Chakraborty	1/15 th undivided share out of the balance area of 6.897 acres	Book No. I , Vol. No. 7, Being No. 1699 for the year 2007
3	30/03/2007	Debabrata Chakraborty	1/15 th undivided share out of the balance area of 6.897 acres	Book No. I , Vol. No. 7, Being No. 1700 for the year 2007
4	30/03/2007	Sukla Chakraborty (wife of Subrata Chakraborty)	1/15 th undivided share out of the balance area of 6.897 acres	Book No. I , Vol. No. 7, Being No. 1701, for the year 2007
5	30/03/2007	Supriti Bandyopadhyay	1/15 th undivided share out of the balance area of 6.897 acres	Book No. I , Vol. No. 7, Being No. 1702, for the year 2007
6	30/03/2007	Sukla Chakraborty (wife of Sankar Chakraborty)	1/15 th undivided share out of the balance area of 6.897 acres	Book No. I , Vol. No. 7, Being No. 1703, for the year 2007
7	30/03/2007	Pallabi Chakraborty	1/15 th undivided share out of the balance area of 6.897 acres	Book No. I , Vol. No. 7, Being No. 1704, for the year 2007
8	30/03/2007	Sampa Chakraborty	1/15 th undivided share out of the balance area of 6.897 acres	Book No. I , Vol. No. 7, Being No. 1705, for the year 2007
9	30/03/2007	Kalidas Mukherjee	1/15 th undivided share out of the balance area of 6.897 acres	Book No. I , Vol. No. 7, Being No. 1706, for the year 2007

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Vendors

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Builder

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Purchaser

10	30/03/2007	Chandra Nath Bandyopadhyay	1/15 th undivided share out of the balance area of 6.897 acres	Book No. I, Vol. No. 7, Being No. 1707, for the year 2007
11	30/03/2007	Abir Mukherjee	1/15 th undivided share out of the balance area of 6.897 acres	Book No. I, Vol. No. 7, Being No. 1708, for the year 2007
12	30/03/2007	Subrata Chakraborty	1/15 th undivided share out of the balance area of 6.897 acres	Book No. I, Vol. No. 7, Being No. 1709, for the year 2007
13	30/03/2007	Krishna Mukherjee	1/15 th undivided share out of the balance area of 6.897 acres	Book No. I, Vol. No. 7, Being No. 1710, for the year 2007
14	30/03/2007	Ananda Mohan Chakraborty	1/15 th undivided share out of the balance area of 6.897 acres	Book No. I, Vol. No. 7, Being No. 1711, for the year 2007
15	30/03/2007	Mouli Mukherjee	1/15 th undivided share out of the balance area of 6.897 acres	Book No. I, Vol. No. 7, Being No. 1712, for the year 2007

P. Later, it was found that the following common mistakes had occurred in all the said 15 Deeds of Conveyance:

- i) The name of the Vendor in the said Deeds of Conveyance was wrongly mentioned as McDowell & Co. Ltd. instead of United Spirits Ltd.
- ii) Smt. Tapati Chakraborty, though having confirmed the said sale, was not made a party to the said Deeds of Conveyance.
- iii) The fact that Smt. Tapati Chakraborty had paid the entire consideration for purchase of the whole of the subject plots to the Vendor (previously known as McDowell & Co. Ltd.) and had nominated each of the Purchasers in her place to obtain the benefit of and purchase an undivided 1/15th share of the remaining area of the subject plots together with benefit of proportionate share or interest in the total consideration of Rs.60,40,320/- (Rupees Sixty Lacs Forty Thousand Three Hundred and Twenty only) paid under the said Agreement for Sale to the Vendor, was, however, not mentioned in the said Deeds of Conveyance.
- iv) Each of the Purchasers had paid a sum of Rs.10,000/- (Rupees Ten Thousand only) to Smt. Tapati Chakraborty leaving behind a sum of Rs.3,90,000/- (Rupees Three Lakhs and Ninety Thousand only) to be paid by each of them to Smt. Tapati Chakraborty in full payment of total consideration of Rs.4,00,000/- (Rupees Four Lakhs only). The said Deeds of Conveyance, however, records that the said balance sum of Rs.3,90,000/- (Rupees Three Lakhs and Ninety Thousand only) is to be paid by each of the Purchasers to the Vendor (though the Vendor was fully

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Vendors

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paid) within 1 year from the date of the Deed of Conveyance instead of to Smt. Tapati Chakraborty, within such time.

- v) The said Deeds of Conveyance were signed by Bhajahari Chatterjee, the duly Constituted Attorney of the Vendor, without affixing the seal or rubber stamp of the Vendor to such Conveyances.

Q. In view of the aforesaid mistakes, the Purchasers in the said Deeds of Conveyance dated 30th March, 2007, requested United Spirits Limited, formerly known as McDowell & Co. Ltd., to rectify the said mistakes which occurred in the said Deeds of Conveyance and to perfect their respective titles to the properties conveyed thereby, being the 6.897 acres out of the subject plots, and to concur in the execution of said Deeds of Conveyance and pursuant to the aforesaid request, by 16 several Deeds of Declaration-cum-Concurrence, all dated 4th September, 2008, particulars whereof are given below, the aforesaid mistakes were rectified:

Sl. No.	Date	Name of the Purchaser	Registration Particulars
1	04/09/08	Tapati Chakraborty	Being No. 7605 for the Year 2008
2	04/09/08	Moumita Chakraborty	Being No. 7606 for the Year 2008
3	04/09/08	Pallabi Chakraborty	Being No. 7607 for the Year 2008
4	04/09/08	Sukla Chakraborty (wife of Sankar Chakraborty)	Being No. 7608 for the Year 2008
5	04/09/08	Mouli Mukherjee	Being No. 7609 for the Year 2008
6	04/09/08	Subrata Chakraborty	Being No. 7610 for the Year 2008
7	04/09/08	Sampa Chakraborty	Being No. 7611 for the Year 2008
8	04/09/08	Chandra Nath Bandyopadhyay	Being No. 7612 for the Year 2008
9	04/09/08	Maya Chakraborty	Being No. 7613 for the Year 2008
10	04/09/08	Supriti Bandyopadhyay	Being No. 7614 for the Year 2008
11	04/09/08	Ananda Mohan Chakraborty	Being No. 7615 for the Year 2008
12	04/09/08	Krishna Mukherjee	Being No. 7616 for the Year 2008
13	04/09/08	Debabrata Chakraborty	Being No. 7617for the Year 2008
14	04/09/08	Kalidas Mukherjee	Being No. 7618 for the Year 2008

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15	04/09/08	Abir Mukherjee	Being No. 7619 for the Year 2008
16	04/09/08	Sukla Chakraborty (wife of Subrata Chakraborty)	Being No. 7620 for the Year 2008

- R. In the premises, the said Smt. Tapati Chakraborty alongwith Ananda Mohan Chakraborty and 14 others became the absolute owners of **All That** the subject plots, being land together with several structures therein containing an area of 7.26 acres, with the said Smt. Tapati Chakraborty being absolute owner of 0.363 acres out of the subject plots and the said Ananda Mohan Chakraborty and 14 others being absolute owners of the remaining area of 6.897 acres in equal 1/15th undivided shares each.
- S. By two Indentures of Conveyance both dated 4th September, 2008 and made between United Spirits Limited, therein referred to as the Vendor of the One Part and Mahima High Rise Pvt. Ltd. and Carolina Developers Pvt. Ltd. therein respectively referred to as the Purchaser of the Other part and registered with the Additional District Sub-Registrar, Asansol, brief particulars whereof are given below, the said Vendor therein, for the consideration therein mentioned, sold conveyed and transferred to the said Purchasers **All That** the piece and parcel of land containing an area of 2 acres, more or less, comprised in Plot No. 1746, Khatian No. 525, J. L. No. 9, P.S. Asansol (South), Sub Registry office, Asansol, District Burdwan (hereinafter referred to as “the **other plots**”), in equal one-half undivided shares, absolutely and forever:

Sl. No.	Purchaser	Area	Registration Particulars
1.	Mahima High Rise Pvt. Ltd.	1 acre	Book No. I, CD Vol. 22, Pages 2690 – 2708, Being No. 7603 for the year 2008.
2.	Carolina Developers Pvt. Ltd.	1 acre	Book No. I, CD Vol. 22, Pages 2671 – 2689, Being No. 7604 for the year 2008.

- T. In the premises, the said Mahima High Rise Pvt. Ltd. and Carolina Developers Pvt. Ltd. became the sole and absolute owners of **All That** the other plots, with each of them having an equal one-half undivided share therein each.
- U. By 32 several Deeds of Sale, all dated 22nd September, 2009 and 24 September, 2009, respectively, and made between the said Smt. Tapati Chakraborty and Ananda Mohan Chakraborty and 14 others therein respectively referred to as the Vendor of the One Part and Swift Enclave Pvt. Ltd., Prime Rose Plaza Pvt. Ltd., Love Joy Properties Pvt. Ltd., Blue Berry Promoters Pvt. Ltd., Fortune High Rise Pvt. Ltd., Sunshine Mansions Pvt. Ltd., Best View Plaza Pvt. Ltd., Newera Projects Pvt. Ltd. and Brisk Builders Pvt. Ltd., therein collectively referred to as the Purchasers of the Other part and registered with the Additional District Sub-Registrar, Asansol, brief particulars whereof are given below, the said Smt. Tapati Chakraborty and Ananda Mohan Chakraborty and 14 others, for the consideration therein mentioned, sold conveyed and transferred to the said 9 companies in equal undivided shares **All That** the subject plots, being the piece and parcel of land containing an area of 7.26 acres, more or less, in equal undivided shares, absolutely and forever:

Sl. No.	Date	Name of the Vendor	Name of the Purchaser	Area (in acres)	Registration Particulars
1	22.09.2009	Abir Mukherjee	Swift Enclave Pvt. Ltd. and 8 other companies	0.2299	Book No. I, CD Vol. 22, Pages 5852 – 5870, Being No. 7910 for the year 2009
2	24.09.2009	Abir Mukherjee	Swift Enclave Pvt. Ltd. and 8 other companies	0.2299	Book No. I, CD Vol. 22, Pages 6062 – 6080, Being No. 7933 for the year 2009
3	22.09.2009	Ananda Mohan Chakraborty	Swift Enclave Pvt. Ltd. and 8 other companies	0.2299	Book No. I, CD Vol. 22, Pages 5987 – 6005, Being No. 7917 for the year 2009
4	24.09.2009	Ananda Mohan Chakraborty	Swift Enclave Pvt. Ltd. and 8 other companies	0.2299	Book No. I, CD Vol. 23, Pages 19 – 37, Being No. 7951 for the year 2009
5	24.09.2009	Chandra Nath Bandyopadhyay	Swift Enclave Pvt. Ltd. and 8 other companies	0.2299	Book No. I, CD Vol. 22, Pages 6138 – 6156, Being No. 7937 for the year 2009
6	22.09.2009	Chandra Nath Bandyopadhyay	Swift Enclave Pvt. Ltd. and 8 other companies	0.2299	Book No. I, CD Vol. 22, Pages 5968 – 5986, Being No. 7916 for the year 2009
7	22.09.2009	Debabrata Chakraborty	Swift Enclave Pvt. Ltd. and 8 other companies	0.2299	Book No. I, CD Vol. 22, Pages 5930 – 5948, Being No. 7914 for the year 2009
8	24.09.2009	Debabrata Chakraborty	Swift Enclave Pvt. Ltd. and 8 other companies	0.2299	Book No. I, CD Vol. 22, Pages 6119 – 6137, Being No. 7936 for the year 2009
9	22.09.2009	Kali Das Mukherjee	Swift Enclave Pvt. Ltd. and 8 other companies	0.2299	Book No. I, CD Vol. 22, Pages 6025 – 6043, Being No. 7919 for the year 2009

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10	24.09.2009	Kali Das Mukherjee	Swift Enclave Pvt. Ltd. and 8 other companies	0.2299	Book No. I, CD Vol. 23, Pages 54 – 72, Being No. 7953 for the year 2009
11	22.09.2009	Krishna Mukherjee	Swift Enclave Pvt. Ltd. and 8 other companies	0.2299	Book No. I, CD Vol. 22, Pages 5949 – 5967, Being No. 7915 for the year 2009
12	24.09.2009	Krishna Mukherjee	Swift Enclave Pvt. Ltd. and 8 other companies	0.2299	Book No. I, CD Vol. 23, Pages 111 – 129, Being No. 7956 for the year 2009
13	22.09.2009	Maya Chakraborty	Swift Enclave Pvt. Ltd. and 8 other companies	0.2299	Book No. I, CD Vol. 22, Pages 5814 – 5832, Being No. 7908 for the year 2009
14	24.09.2009	Maya Chakraborty	Swift Enclave Pvt. Ltd. and 8 other companies	0.2299	Book No. I, CD Vol. 23, Pages 1 – 18, Being No. 7950 for the year 2009
15	22.09.2009	Mouli Mukherjee	Swift Enclave Pvt. Ltd. and 8 other companies	0.2299	Book No. I, CD Vol. 22, Pages 5897 – 5914, Being No. 7912 for the year 2009
16	24.09.2009	Mouli Mukherjee	Swift Enclave Pvt. Ltd. and 8 other companies	0.2299	Book No. I, CD Vol. 22, Pages 6081 – 6099, Being No. 7934 for the year 2009
17	22.09.2009	Moumita Chakraborty	Swift Enclave Pvt. Ltd. and 8 other companies	0.2299	Book No. I, CD Vol. 22, Pages 5757 – 5775, Being No. 7905 for the year 2009
18	24.09.2009	Moumita Chakraborty	Swift Enclave Pvt. Ltd. and 8 other companies	0.2299	Book No. I, CD Vol. 23, Pages 92 – 110, Being No. 7955 for the year 2009
19	24.09.2009	Pallabi Chakraborty	Swift Enclave Pvt. Ltd.	0.2299	Book No. I, CD Vol. 23, Pages 73 – 91, Being

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			and 8 other companies		No. 7954 for the year 2009
20	22.09.2009	Pallabi Chakraborty	Swift Enclave Pvt. Ltd. and 8 other companies	0.2299	Book No. I, CD Vol. 22, Pages 5720 – 5738, Being No. 7893 for the year 2009
21	22.09.2009	Sampa Chakraborty	Swift Enclave Pvt. Ltd. and 8 other companies	0.2299	Book No. I, CD Vol. 22, Pages 5739 – 5756, Being No. 7894 for the year 2009
22	24.09.2009	Sampa Chakraborty	Swift Enclave Pvt. Ltd. and 8 other companies	0.2299	Book No. I, CD Vol. 23, Pages 130 – 148, Being No. 7957 for the year 2009
23	22.09.2009	Subrata Chakraborty	Swift Enclave Pvt. Ltd. and 8 other companies	0.2299	Book No. I, CD Vol. 22, Pages 5776 – 5794, Being No. 7906 for the year 2009
24	24.09.2009	Subrata Chakraborty	Swift Enclave Pvt. Ltd. and 8 other companies	0.2299	Book No. I, CD Vol. 22, Pages 6100 – 6118, Being No. 7935 for the year 2009
25	22.09.2009	Sukla Chakraborty	Swift Enclave Pvt. Ltd. and 8 other companies	0.2299	Book No. I, CD Vol. 22, Pages 6006 – 6024, Being No. 7918 for the year 2009
26	22.09.2009	Sukla Chakraborty	Swift Enclave Pvt. Ltd. and 8 other companies	0.2299	Book No. I, CD Vol. 22, Pages 5975 – 5813, Being No. 7907 for the year 2009
27	24.09.2007	Sukla Chakraborty	Swift Enclave Pvt. Ltd. and 8 other companies	0.2299	Book No. I, CD Vol. 22, Pages 6044 – 6061, Being No. 7924 for the year 2009
28	24.09.2009	Sukla Chakraborty	Swift Enclave Pvt. Ltd. and 8 other companies	0.2299	Book No. I, CD Vol. 22, Pages 6157 – 6175, Being No. 7938 for the year 2009
29	24.09.2009	Supriti Bandopadhyay	Swift Enclave	0.2299	Book No. I, CD Vol. 22, Pages

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			Pvt. Ltd. and 8 other companies		6176 – 6194, Being No. 7939 for the year 2009
30	22.09.2009	Supriti Bandyopadhyay	Swift Enclave Pvt. Ltd. and 8 other companies	0.2299	Book No. I, CD Vol. 22, Pages 5833 – 5851, Being No. 7909 for the year 2009
31	22.09.2009	Tapati Chakraborty	Swift Enclave Pvt. Ltd. and 8 other companies	0.1815	Book No. I, CD Vol. 22, Pages 5915 – 5929, Being No. 7913 for the year 2009
32	24.09.2009	Tapati Chakraborty	Swift Enclave Pvt. Ltd. and 8 other companies	0.1815	Book No. I, CD Vol. 23, Pages 38 – 53, Being No. 7952 for the year 2009

- V. In the premises, by virtue of the purchases, as aforesaid in Recitals S and U above, the said Mahima High Rise Pvt. Ltd. (being the Owner No. 10. herein) and Carolina Developers Pvt. Ltd. (being the Owner No. 11 herein) have become the absolute owners of **All That** the other plots, being piece and parcel of land admeasuring about 2 acres, more or less, in equal one-half undivided shares each, and the said Swift Enclave Pvt. Ltd. (being the Owner No. 1 herein), Prime Rose Plaza Pvt. Ltd. (being the Owner No. 2 herein), Love Joy Properties Pvt. Ltd. (being the Owner No. 3 herein), Blue Berry Promoters Pvt. Ltd. (being the Owner No. 4 herein), Fortune High Rise Pvt. Ltd. (being the Owner No. 5 herein), Sunshine Mansions Pvt. Ltd. (being the Owner No. 6 herein), Best View Plaza Pvt. Ltd. (being the Owner No. 7 herein), Newera Projects Pvt. Ltd. (being the Owner No. 8 herein) and Brisk Builders Pvt. Ltd. (being the Owner No. 9 herein) have become the absolute owners of **All That** the subject plots, being piece and parcel of land admeasuring about 7.26 acres, more or less, in equal one-ninth undivided shares each. The subject plots and the other plots are more particularly mentioned and described in the **FIRST SCHEDULE** hereinbefore written and hereinafter collectively referred to as “the **said premises**”.

IN WITNESS WHEREOF the parties hereto have hereunto put their respective hands the day month and year first above written.

SIGNED AND DELIVERED on
behalf of the **VENDORS**
By its Authorised Signatory,
Mr.,
at **Asansol** in the presence of:

SIGNED AND DELIVERED
by the **BUILDER** at **Asansol**
in the presence of:

SIGNED AND DELIVERED
by the **PURCHASER** at **Asansol**
in the presence of:

DATED THIS DAY OF, 2018

BETWEEN

SWIFT ENCLAVE PRIVATE LIMITED & ORS.
... VENDORS

AND

PAHARPUR ASANSOL PROPERTIES PRIVATE LIMITED
... BUILDER

AND

MR. /MRS.....
... PURCHASER

AGREEMENT FOR SALE

Of

Tower :...; Flat No. : ...; Floor : ..

WITH

One Vehicle Parking Space in the Basement

AT
GENEXX EXOTICA
Asansol

FOX & MANDAL,
Solicitors & Advocates,
12, Old Post Office Street,
Kolkata – 700 001.