

পশ্চিমবঙ্গ পশ্চিম বাংলা WEST BENGAL

09AA 232911

THIS AGREEMENT made this the 23<sup>RD</sup> day of June TWO THOUSAND AND TEN BETWEEN (1) ATAL PROPERTIES PRIVATE LIMITED (2) GANBRETE PROPERTIES PRIVATE LIMITED., both private limited companies within the meaning of the Companies Act 1956 having their respective registered offices situated at No.12C Pundit Madan Mohan Malaviya Sarani (formerly 12C Chakraberia Road North) Kolkata 700 020 (3) MILAN PROPERTIES PRIVATE LIMITED., a company within the meaning of the Companies Act 1956 having its registered office situated at No. 8 Camac Street, Kolkata 700 017 and (4) PS GROUP REALTY LIMITED., a public limited company within the meaning of the Companies Act 1956 having its registered office situated at No. 83 Tejashila Road (S) Kolkata 700 046 hereinafter collectively referred to as the GROUP A SELLERS (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their respective successors and/or successors in their respective offices/interests and as signs) of the FIRST PART

PS GROUP REALTY LTD. & OTHERS

Nirmalya Banerjee Majumdar

Authorised Signatory

No 442.

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~~Address~~

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Govinda Sharma  
Address  
Cambridge  
Mass 02102

Milner Ranch  
Mountain Stump Ranch  
Milner Cr. Calif.  
and 2000 ft.

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AND

**(1) CALICO TIE UP PRIVATE LIMITED (2) KASAUTI VYAPAAR PRIVATE LIMITED AND  
(3) KAVERIA VANIJYA PRIVATE LIMITED** all private limited companies within the meaning of the Companies Act 1956 having their respective registered offices situated at No.12C Pundit Madan Mohan Malaviya Sarani (formerly 12C Chakraberia Road North) Kolkata 700 020 hereinafter collectively referred to as the **GROUP B SELLERS** (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their respective successor and/or successors in their respective offices/interests and assigns) of the **SECOND PART**

AND

**(1) SREOME BUILDERS PRIVATE LIMITED (2) P.S. ADVERTISING & MARKETING PRIVATE LIMITED (3) P.S. NIRMAN PRIVATE LIMITED and (4) GOLDEN HOME DEVELOPERS PRIVATE LIMITED** all private limited companies within the meaning of the Companies Act 1956 having their respective registered offices situated at No.12C Pundit Madan Mohan Malaviya Sarani (formerly 12C Chakraberia Road North) Kolkata 700 020 hereinafter collectively referred to as the **GROUP C SELLERS** (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their respective successor and/or successors in their respective offices/interests and assigns) of the **THIRD PART**

AND

**(1) K.C. MANUFACTURERS INDIA PRIVATE LIMITED (2) MANJUSHREE PROPERTIES PRIVATE LIMITED (3) ADITYA VYAPAAR PRIVATE LIMITED AND (4) P.S. APARTMENTS PRIVATE LIMITED** all private limited companies within the meaning of the Companies Act 1956 having their respective registered offices situated at No.12C Pundit Madan Mohan Malaviya Sarani (formerly 12C Chakraberia Road North) Kolkata 700 020 hereinafter collectively referred to as the **GROUP D SELLERS** (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their respective successor and/or successors in their respective offices/interests and assigns) of the **FOURTH PART**

AND

**(1) ALEXY VYAPAAR PRIVATE LIMITED** a company within the meaning of the Companies Act 1956 having its registered office situated at No.12C Pundit Madan Mohan Malaviya Sarani (formerly 12C Chakraberia Road North) Kolkata 700 020 **(2) SANCHETI PROJECTS PRIVATE LIMITED and (3) S.N. ALLOYS PRIVATE LIMITED** both private limited companies within the meaning of the Companies Act 1956 having their respective registered offices situated at

No. 8 Camac Street, Kolkata 700 017 hereinafter collectively referred to as the **GROUP E SELLERS** (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their respective successor and/or successors in their respective offices/interests and assigns) of the **FIFTH PART**

AND

(1) **SUMIT QUALITY MARBLES PRIVATE LIMITED** (2) **ABINANDAN MERCHANTS PRIVATE LIMITED** (3) **GAUTAMAYA PROPERTIES PRIVATE LIMITED** AND (4) **JUPITER HIGHRISE & SANSTHAN PRIVATE LIMITED** all private limited companies within the meaning of the Companies Act 1956 having their respective registered offices situated at No.12C Pundit Madan Mohan Malaviya Sarani (formerly 12C Chakraberia Road North) Kolkata 700 020 hereinafter collectively referred to as the **GROUP F SELLERS** (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their respective successor and/or successors in their respective offices/interests and assigns) of the **SIXTH PART**

AND

**MR. NIRMALYA BASU MAJUMDAR**, son of Uday Basu Bajumdar, residing at 72, Surya Sen Street, Post Office – Konnagar, District – Hooghly, Pin – 712235, hereinafter referred to as the **PURCHASER** (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his legal heirs, legal representatives, administrator, nominee/nominees, executors, successor and/or assigns) of the **SEVENTH PART**

**W H E R E A S:**

- A) By a registered Deed of Conveyance dated 15<sup>th</sup> day of June 2009 and registered at the office of Additional District Sub Registrar, Bidhannagar, Salt Lake City and recorded in Book No. I Volume No. V, Pages 19399 to 19439, **Being No.5451** for the year 2009 the **Group A Sellers** became absolutely seized and possessed of and/or otherwise well and sufficiently entitled to ALL THAT the various pieces and parcels of Sali and Bastu land measuring **48.112 Decimals** (be the same a little more or less) having rayati rights comprised in part of portion of **R.S. Dag No. 3044 (21.444 decimals) R.S. Dag No. 3045 (10.000 decimals) and R.S. Dag No. 3152 (16.670 decimals)** in Mouza Ghuni, J.L. No. 42 Police Station - Rajarhat (more fully and particularly mentioned and described in **PART I** of the **FIRST SCHEDULE** hereunder written).

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- B) By a registered Deed of Conveyance dated 15<sup>th</sup> day of June 2009 and registered at the office of Additional District Sub Registrar, Bidhannagar, Salt Lake City and recorded in Book No. I Volume No. V, Pages 19483 to 19522, **Being No.5453** for the year 2009 the **Group B Sellers** became absolutely seized and possessed of and/or otherwise well and sufficiently entitled to ALL THAT the various pieces and parcels of Sali and Bastu land measuring **32.090 Decimals** (be the same a little more or less) having rayati rights comprised in part of portion of **R.S. Dag No. 3044 (12.170 decimals) R.S. Dag No. 3045 (9.920 decimals) and R.S. Dag No. 3152 (10.00 decimals)** in Mouza Ghuni, J.L. No. 42 Police Station - Rajarhat (more fully and particularly mentioned and described in **PART II** of the **FIRST SCHEDULE** hereunder written).
- C) By a registered Deed of Conveyance dated 15<sup>th</sup> day of June 2009 and registered at the office of Additional District Sub Registrar, Bidhannagar, Salt Lake City and recorded in Book No. I, Volume No. V, Pages 19523 to 19565, **Being No.5454** for the year 2009 the **Group C Sellers** became absolutely seized and possessed of and/or otherwise well and sufficiently entitled to ALL THAT the various pieces and parcels of Sali and Bastu land measuring **46.983 Decimals** (be the same a little more or less) having rayati rights comprised in part of portion of **R.S. Dag No. 3044 (30.455 decimals) R.S. Dag No. 3045 (16.530 decimals)** in Mouza Ghuni, J.L. No. 42 Police Station - Rajarhat (more fully and particularly mentioned and described in **PART III** of the **FIRST SCHEDULE** hereunder written).
- D) By a registered Deed of Conveyance dated 15<sup>th</sup> day of June 2009 and registered at the office of Additional District Sub Registrar, Bidhannagar, Salt Lake City and recorded in Book No. I, Volume No. V, Pages 19357 to 19398 **Being No.5450** for the year 2009 the **Group D Sellers** became absolutely seized and possessed of and/or otherwise well and sufficiently entitled to ALL THAT the various pieces and parcels of Sali and Bastu land measuring **48.370 Decimals** (be the same a little more or less) having rayati rights comprised in part of portion of **R.S. Dag No. 3044 (11.700 decimals) R.S. Dag No. 3045 (20.000 decimals) AND R.S. Dag No. 3152 (16.670 decimals)** in Mouza Ghuni, J.L. No. 42 Police Station - Rajarhat (more fully and particularly mentioned and described in **PART IV** of the **FIRST SCHEDULE** hereunder written).
- E) By a registered Deed of Conveyance dated 4<sup>th</sup> day of September 2009 and registered at the office of Additional District Sub Registrar, Bidhannagar, Salt Lake City and recorded in Book No. I Volume No. VIII, Pages 11532 to 11569 **Being No.8245** for the year 2009 the **Group E Sellers** became absolutely seized and possessed of

and/or otherwise well and sufficiently entitled to ALL THAT the various pieces and parcels of Sali and bastu land measuring **31.200 Decimals** (be the same a little more or less) having rayati rights comprised in part of portion of **R.S. Dag No. 3044 (23.200 decimals) and R.S. Dag No. 3045 (8.000 decimals)** in Mouza Ghuni, J.L. No. 42 Police Station - Rajarhat (more fully and particularly mentioned and described in **PART V** of the **FIRST SCHEDULE** hereunder written).

- F) By a registered Deed of Conveyance dated 15<sup>th</sup> day of June 2009 and registered at the office of Additional District Sub Registrar, Bidhannagar, Salt Lake City and recorded in Book No. I Volume No. V, Pages 19440 to 19482 **Being No.5452** for the year 2009 the **Group F Sellers** became absolutely seized and possessed of and/or otherwise well and sufficiently entitled to ALL THAT the various pieces and parcels of Sali and bastu land measuring **49.352 Decimals** (be the same a little more or less) having rayati rights comprised in part of portion of **R.S. Dag No. 3044 (32.692 decimals) R.S. Dag No. 3152 (16.660 decimals)** in Mouza Ghuni, J.L. No. 42 Police Stato Rajarhat (more fully and particularly mentioned and described in **PART VI** of the **FIRST SCHEDULE** hereunder written).
- G) The lands mentioned and described in **Part I, II, III, IV, V and VI** of the **FIRST SCHEDULE** hereunder written is hereinafter collectively referred to as the **ENTIRE PROPERTY**.
- H) In this Agreement the **Group A Sellers, Group B Sellers, Group C Sellers, Group D Sellers, Group E Sellers and Group F Sellers** are collectively referred to as the **SELLERS**.
- I) The Predecessors-in-interest of the Sellers, prior to effecting sale of the Entire Property in favour of the Sellers as aforesaid, caused their names to be mutated in the records of the authorities concerned and had also caused a map or plan being no.**184** dated **13/02/2009** (hereinafter referred to as the "**PLAN**") to be sanctioned by the authorities concerned and thereafter sold and transferred the said Entire Property together with benefit of the said plan in favour of the Seller as mentioned hereinabove. Thus the Sellers became entitled to construct, erect and complete a housing project on the said Entire Project comprising of various blocks and/or building each of such block and/or building having various self contained flats units apartments constructed spaces and car parking spaces to be ultimately held by various intending purchasers on ownership basis.

- J) The Sellers amongst themselves decided to undertake development of the said Entire Property by causing a Housing complex to be constructed thereon and for the aforesaid purposes by an Agreement dated **7<sup>th</sup> day of September, 2009** appointed **PS GROUP REALTY LTD** as the **PROJECT MANAGER** (hereinafter referred to as the **PROJECT MANAGER**) on the terms and conditions contained and recorded in the said Agreement (hereinafter referred to as the **PROJECT MANAGEMENT AGREEMENT**).
- K) The Seller of Group A, B, C, D, E and F have authorized and hereby authorize the Project Manager:-
- K.1 To sign and execute all agreements for sale on behalf of the Sellers herein and
- K.2 To receive Consideration Money for sale and transfer in terms hereof and issue receipt in discharge thereof.
- L) The Purchaser is desirous of acquiring on ownership basis ALL THAT the Flat/Unit No.**VIII-2C** on the **second floor** of the said building being Building No./Block No.**VIII** now in course of construction on the said Entire Property (more fully and particularly described in **PART - I TO PART - VI** of the **FIRST SCHEDULE** hereunder written) containing by admeasurement **989 sq. ft.** of super built-up area TOGETHER WITH the undivided proportionate share in the common parts, portions, areas, facilities & amenities (more fully and particularly mentioned and described in the **THIRD SCHEDULE** hereunder written) AND TOGETHER WITH **one covered car parking space** in the ground floor of the said building/Block No.**VIII** AND TOGETHER WITH the undivided proportionate imitable share in the land underneath the said Block/Building No.**VIII** allocable thereto (more fully and particularly mentioned and described in the **SECOND SCHEDULE** hereunder written and hereinafter collectively referred to as the said **FLAT AND THE PROPERTIES APPURTENANT THERETO**).
- M) At or before execution of these presents the Purchaser has fully satisfied himself as to the:
- i) The title of the Sellers
  - ii) The plan or plans sanctioned by the authorities concerned
  - iii) Has inspected the Project Management Agreement and the right of the Sellers to enter into this agreement

- iv) The total super built area to comprise in the said Flat and the properties appurtenant thereto

And has agreed not to raise any objections whatsoever or howsoever.

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

**ARTICLE - I - DEFINITIONS**

(In these presents unless it is repugnant to or inconsistent with the context following expressions shall have the following meanings):

- (a) **ARCHITECT** shall mean **RAJ AGARWAL & ASSOCIATES**, 8B Royd Street, Kolkata – 700 016 or any other person, firm or firms, company or companies whom the Sellers and/or Project Manager may appoint from time to time as the Architect of the building.
- (b) **COMMON PORTIONS, FACILITIES AND AMENITIES** shall be such as defined in the **THIRD SCHEDULE** hereunder written.
- (c) **COMMON PURPOSE** shall mean and include the purpose of maintaining the said Housing Complex and/or the new buildings forming part of the said Housing Complex and in particular the common parts and meeting of the common expenses and matters relating to mutual rights and obligations of the owners of various Flats and common use and enjoyment thereof.
- (d) **CAR PARKING SPACE** shall mean ALL THAT the open/covered car parking space in the ground floor of the building being Block /Building No. **VIII**.
- (e) **ENTIRE PROPERTY** shall mean all that the various pieces and parcels of land more fully and particularly mentioned and described in **PART I, PART II, PART III, PART IV, PART V and PART VI** of the **FIRST SCHEDULE** hereunder written.
- (f) **FACILITY MANAGER** shall be such person and/or persons firm and/or firms who may be appointed by the Sellers and/or the Holding Organisation in the manner as hereinafter appearing.
- (g) **HOUSE RULES/USER** shall mean the rules and regulations regarding the user/holding of the said Flat as hereinafter stated.



- (h) **LAND APPURTENANT** shall mean in as much as there are to be several blocks and/or buildings which are to be independent of each other, the Sellers shall allocate the Land Appurtenant for each Block and/or Building as the Sellers in their absolute discretion shall deem fit and proper. However each of the several independent blocks/buildings shall always remain an integral part of the Housing Complex.
- (i) **MAINTENANCE CHARGES** payable by the Purchaser shall be such as defined in the **SIXTH SCHEDULE** hereunder written.
- (j) **UNDIVIDED SHARE** shall mean the proportionate imitable undivided share in the part of the land forming part of the Housing Complex and allocated to the said Building/Block No. **VIII** comprised in the said Entire Property and shall be determined by the Sellers at the time of execution of the Deed of Conveyance and for the purpose of determination thereof the land underneath the said Building/Block No. **VIII** will be taken into account without any right of the Purchaser over and in respect of other spaces and parts and portions.
- (k) **PLAN** shall mean the plan sanctioned by the authorities concerned in the name of the Sellers being No. **184** dated **13/02/2009** whereby the Sellers have become entitled to construct **Ten Blocks** and/or Buildings and/or subsequent amendment thereafter.
- (l) **PURCHASER** shall mean the said **MR. NIRMALYA BASU MAJUMDAR** and shall include his heirs, legal representatives, executors, administrators and assigns.
- (m) **HOUSING COMPLEX** shall mean the housing project comprised of different blocks or buildings and common portions, facilities and amenities to be constructed in accordance with the said plan at the said entire property.
- (n) **BUILDING/BLOCK** shall mean the new building to be constructed in the said Entire property in accordance with the said plan and for the purpose of this agreement has been described as Building/Block No.**VIII**.
- (o) **BUILT UP AREA** shall mean the total built up area in Units inclusive of all external and internal walls comprised in the Units and as certified by the Architect.
- (p) **SUPER BUILT UP AREA** shall mean the total built up area of the Flat/Unit and including the proportionate share in the common parts, portions, areas, or facilities and amenities

comprised in the said Housing Complex and the aggregate of the same shall be the super built up area of the Flat/Unit. Such proportionate share will be determined by the Architect in its absolute discretion and the decision of the Architect shall be final and binding on the parties.

- (q) **SELLERS** shall mean the said **Group A Sellers, Group B Sellers, Group C Sellers, Group D Sellers, Group E Sellers and Group F Sellers** and their respective successor and/or successors in their respective offices/interest and assigns.
- (r) **SPECIFICATION** shall mean and include the various specifications, brief details as mentioned in the **FOURTH SCHEDULE** hereunder written and such specifications may be altered and/or changed and/or modified as may be required by the Seller from time to time in its absolute discretion and in the event of any Purchaser requiring any upgraded specification and/or better specification for a particular Unit and/or Flat then the Purchaser requiring such upgraded specification shall be required to pay and bear such extra costs as may be decided by the Sellers .
- (s) **FLAT/UNIT** shall mean ALL THAT the Flat /Unit No.**VIII-2C** on **second floor** of the said Building being Building/Block No.**VIII** now in course of construction on the said Premises containing by admeasurements **989 sq. ft.** of super built-up area, **TOGETHER WITH** the undivided proportionate share in the common parts, portions, areas, facilities & amenities **TOGETHER WITH one covered car parking space** AND **TOGETHER WITH** the undivided proportionate imitable share in the land underneath the said Block/Building comprised in the said Entire Property allocable thereto .

#### ARTICLE II- INTERPRETATIONS

- 2.1 Wherever any expenses or costs are mentioned to be borne or paid proportionately by the Purchaser, the portion of the whole amount payable by the Purchaser shall be in proportion to the super built up area of the Purchaser's respective Flat/Unit which will also include the proportionate area of the total common areas.
- 2.2 Any reference to statute shall include any statutory extension or modification or enactment of such statute, any rules regulations or orders made thereunder.
- 2.3 Any covenant by the Purchaser not to act or do anything shall be deemed to include their obligations not to permit the said act or things to be done.

- 2.4 Singular number shall include plural and vice versa.
- 2.5 Masculine gender shall include feminine and neuter genders and vice versa.
- 2.6 The paragraph headings do not form part of this Agreement and have been given only for the sake of convenience and shall not be taken into account for the construction or the interpretation.

### **ARTICLE III - COMMENCEMENT - TITLE**

This Agreement shall be deemed to have commenced on and become effective and binding on the parties from the date of signing this agreement (hereinafter referred to as the **COMMENCEMENT DATE**).

- 3.1 The Purchaser has inspected the said Project Management Agreement entered into between the Sellers interse and is fully satisfied about the right of the Sellers in respect of the Flat/Unit and the Purchaser agrees and covenants not to raise any objections thereto or make any requisition in connection therewith.
- 3.2 The Purchaser has also inspected the Building Plans duly sanctioned by the authorities concerned.
- 3.3 The Purchaser has also satisfied himself as to the measurement/ area of the Flat/Unit and has agreed not to challenge or dispute the same in any manner whatsoever.
- 3.4 The Purchaser has fully satisfied himself regarding the title of the Sellers and has agreed not to challenge or dispute the same on any account whatsoever or howsoever
- 3.5 In as much as several Buildings and/or Blocks are to be constructed, erected and completed on the said Entire Property in accordance with the Plan , the Purchaser has agreed not to raise any objection regarding the Title of the Sellers and hereby confirms that the Sellers shall be entitled to modify or alter the said Plan as may be recommended by the Architect from time to time to which the Purchaser hereby consents.

### **ARTICLE IV - SALE/TRANSFER**

- 4.1 The Sellers have agreed to sell and transfer, and the Purchaser has agreed to purchase and acquire, on the terms and conditions stipulated herein ALL THAT the Flat/Unit No. **VIII-2C** on the **second floor** of the said Building being Building No./Block No.**VIII**



now in course of construction on the said Entire Property (more fully and particularly described in **Part I to Part VI** of the **FIRST SCHEDULE** hereunder written) containing by admeasurement **989 sq. ft.** (super built-up area) **TOGETHER WITH** the undivided proportionate share in the common parts, portions, areas, facilities & amenities (more fully and particularly mentioned and described in the **THIRD SCHEDULE** hereunder written) AND **TOGETHER WITH one covered car parking space** in the ground floor of the Block/Building No.**VIII** allocable thereto AND **TOGETHER WITH** the undivided proportionate imitable share in the land underneath the said Building/Block No. **VIII** attributable thereto (more fully and mentioned and described in the **SECOND SCHEDULE** hereunder written and hereinafter referred to as the said **FLAT AND THE PROPERTIES APPURtenant THERETO**) SUBJECT TO the Purchaser making payment of all the amounts agreed to be paid by the Purchaser to the Sellers in terms of this Agreement and also subject to the Purchaser performing and observing all other terms and conditions hereinafter contained.

- 4.2 The right of the Purchaser shall remain restricted to the said Flat/Unit, open and/or covered car park area if allocated and the properties appurtenant thereto and the Purchaser shall have no right nor shall claim any right over and in respect of any other Flats/Units and/or open or covered spaces and/or any other Blocks and/or buildings situated at the said Housing Complex.

#### **ARTICLE V – CONSTRUCTION, COMPLETION AND POSSESSION**

- 5.1 The said Flat/Unit shall be completed on or before 30<sup>th</sup> September, 2011 (hereinafter referred to as the Completion date), unless prevented by force majeure. If for any reason whatsoever the construction of the said Flat/Unit shall not be completed within the said completion date the Sellers shall have a further grace period of 6 (six) months after the expiry of the completion date. The Sellers agrees to make over possession of the completed Flat/Unit to the said Purchaser within the said completion date, and said extended grace period subject to the Purchaser making all payments and deposits and carrying out and fulfilling the Purchaser's obligations hereunder and making payment of all the amounts towards the consideration amount. It is agreed that upon payment of the entire consideration amount, interest free payments and deposits and the Purchaser carrying out the Purchaser's part of this Agreement the possession of the Flat/Unit having been delivered and/or deemed to have been delivered, the Sellers shall grant a Deed of Conveyance of the said Flat/Unit in favour of the Purchaser and the costs and expenses of Stamp duty and registration charges and preparation thereof shall be borne and paid by the said Purchaser.

- 5.2 It is expressly agreed that in the event of any delay in completion of the construction of the said Flat/Unit due to force majeure, the Purchaser shall not be entitled to and the Purchaser agrees not to claim any abatement or deductions in the consideration amount or to claim any compensation from the Sellers or withhold any payment of any amount to be paid and/or deposited by the Purchaser in terms of this Agreement. It is also agreed that the said Flat/Unit shall be deemed to have been completed and made fit for habitation with electricity, water connection and facilities of sewerage and drainage being applicable and certified to be so by the architect for the time being of the building/block notwithstanding that the other Flat/Unit in the building/block other buildings/blocks, in the Housing Complex have not been completed. The certificate of the architect about the completion of the Flat/Unit and about its fitness for habitation shall be final and binding on the Purchaser and the Purchaser agrees not to dispute the same.
- 5.3 The Building and/or Buildings shall be completed with such materials and specifications more fully described in the **FOURTH SCHEDULE** hereunder written and/or as shall be recommended by the Architect and in no event the Purchaser shall be entitled to claim any damages or make any claims on any account regarding the quality of materials and specification and the Purchaser hereby consents to the same.
- 5.4 It is hereby agreed by and between the parties hereto that in as much several buildings/blocks are to be constructed in the said Housing Complex it has been made clear to the Purchaser that the work of construction of the said Housing Complex will be taken up progressively and also that all the common facilities and/or amenities agreed to be provided by the Sellers will be provided progressively and since some of the common facilities and/or amenities are to be common for the entire complex the same shall be provided only upon completion of the entire project but so far as the Buildings/Blocks in which the said Unit is situated the same shall be deemed to have been completed if made fit for habitation and certified so by the Architect.
- 5.5 Within seven days from the date of completion a communication would be given by the Sellers regarding the completion (hereinafter referred to as the NOTICE OF POSSESSION) and the Purchaser shall take possession of the said Flat/Unit subject however to the Purchaser making payment of all the amounts to be paid under this Agreement. However, if the Purchaser fails to take possession of the said Flat/Unit, the Purchaser shall also be liable to pay and/or contribute the proportionate share of all the municipal rates and taxes, other public outgoings and impositions and all maintenance charges and outgoings in respect of the said Flat/Unit from the date of Notice of Possession.

## ARTICLE VI- CONSIDERATION & PAYMENT

- 6.1 In consideration of the above the Purchaser has agreed to pay to the Sellers a sum of **Rs.18,80,311/- (Rupees Eighteen lakhs eighty thousand three hundred and eleven only)** hereinafter referred to as the **CONSIDERATION AMOUNT**.
- 6.2 Out of the said consideration amount at or before execution of this Agreement the Purchaser had paid to the Sellers a sum of **Rs.12,22,202/- (Rupees Twelve lacs twenty two thousand two hundred two only)** as and by way of Earnest Money and/or part payment of the amount of consideration (which amount the Sellers and each one of them doth admit and acknowledge to have been received and the balance of the consideration amount shall be paid in the manner as appearing in the **PART – I** of the **FIFTH SCHEDULE** hereunder written.
- 6.3 Timely payment shall always be the essence of the contract.
- 6.4 All payments shall be made at the office of Sellers against proper receipts being granted by the Sellers it being expressly agreed that the Purchaser shall not be entitled and agreed not to set up any oral agreement regarding the payments and due performance and observance of the terms and conditions herein contained.
- 6.5 In addition to the consideration hereinabove the Purchaser has also agreed to pay the Sellers:-
  - Wholly: (a) All costs and charges for any alterations in the said flat/unit.
  - (b) All costs and charges for extra or additional work.
  - (c) All costs and charges for any upgradation of the materials, fittings and fixtures done or carried out in the said flat/unit at the request of the Purchaser.

And proportionally: all applicable statutory outgoings and expenses.
- 6.6 Within 10 days from the demand being raised by the Sellers or before taking possession of the said Flat/Unit the Purchaser shall also be liable and agrees to make payment to the Sellers of the proportionate share or amount required to be paid for transformer and electric connection and HT/LT lines, deposit for electric meter, cost for generator, details of which are mentioned in the **PART - II** of the **FIFTH SCHEDULE** hereunder mentioned. The Purchaser however shall make payment of all the amounts due and payable on or before taking possession of the said Flat/Unit.

- 6.7 In addition to the aforesaid consideration, the Purchaser shall also deposit by way of advance and/or deposit with the Sellers the amounts agreed upon (details of which are mentioned in the **PART – II of the FIFTH SCHEDULE** hereunder written) and payment of such agreed amounts shall be made on or before taking possession of the said Unit.
- 6.8 The above consideration amount is based on the present super built area. In the event of any increase or decrease in the super built area there shall be corresponding increase or decrease in the amount of consideration agreed to be paid by the Purchaser to the Sellers.

#### **ARTICLE VII - DEFAULT IN PAYMENT**

- 7.1 The Purchaser shall pay interest at the rate of 15 per cent per annum on all sums becoming due which the Purchaser fails to pay to the Sellers in terms hereof within seven days from the date of Notice being given to the Purchaser by the Sellers. This will be without prejudice to the other rights of the Sellers herein. The Sellers shall have the discretion to waive and/or reduce the interest and this will not entitle other Flat/Unit purchasers to claim such waiver/reduction as a precedent/practice.
- 7.2 In the event of any default on the part of the Purchaser in making payment of any of the installments falling due or any other sum becoming due and not paid by them or the Purchaser commits breach of any of the terms and conditions herein contained then in that event the Sellers shall be entitled to cancel and/or terminate this agreement with or without notice and to refund without interest all the moneys paid to the Sellers after retaining/ deducting 10% of the total amount paid till such date or Rs.71,000 (Rupees seventy one thousand only) whichever is higher, for that Flat/Unit as predetermined liquidated damages and the Purchaser hereby consents to the same and in such an event the purchaser shall cease to have any right under this agreement or in respect of the said unit/flat. If the Purchaser on his/her own cancels this agreement, the Sellers shall be liable to refund the amount paid by the Purchaser within 120 days but without any interest and after retaining/ deducting 10% of the total consideration till then paid or Rs.71,000 (Rupees seventy one thousand only) whichever is higher, as and by way of liquidated damages. The Sellers shall in any of such events be entitled to deal with or transfer the said Flat/Unit at its absolute discretion as it may deem fit and proper free from any objection/claim/ dispute/ right of the Purchaser against the Sellers and the said Flat/Unit.

## ARTICLE VIII - FORCE MAJEURE

- 8.1 The Sellers shall not be regarded in breach of any of the terms and conditions herein contained and on the part of the Sellers to be performed and observed if it is prevented by any of the conditions hereinbelow:
- i) Act of God.
  - ii) Fire.
  - iii) Natural calamity.
  - iv) Tempest.
  - v) Labour unrest.
  - vi) Local problem and/or local disturbance.
  - vii) Any prohibitory order from the court, Jyangra Hatiara No.2 Gram Panchayat and all other statutory authorities including the Pollution Control Board and all other Environment Control and Regulation Authorities.
  - viii) Any other unavoidable circumstances beyond control of the Sellers.

## ARTICLE IX - RESTRICTIONS AND OTHER OBLIGATIONS

- 9.1 The Purchaser shall not be entitled to transfer or assign the benefits/rights of the Purchaser under this Agreement or nominate any person for acquiring the said Unit till such time the Deed of Conveyance of the said Unit is executed AND if the Purchaser shall desire to transfer or assign the Purchaser's rights hereunder or nominate any person for acquiring the said Unit before the execution of the Deed of Conveyance the Purchaser shall be entitled to do so only with a pre-granted written consent of the Sellers and in those cases where the purchaser has obtained housing loan in respect of the Unit from any bank or a financial institution with the consent in writing of the sellers and of such bank or the financial institution as the case may be upon payment of **Rs.30/- per sq. ft.** of the area of the unit to the said Seller as nomination charge/fee and such nomination charge shall be payable for every successive nomination till the execution of the Deed of Conveyance as aforesaid.

- 9.2 As from the date of possession of the said unit the Purchaser agrees and covenants :

- a) TO CO-OPERATE with the other co-purchasers and the Seller in the management and maintenance of the said building.

- b) TO OBSERVE the rules framed from time to time by the Seller and upon formation of the Maintenance Company by such Maintenance Company for quiet and peaceful enjoyment of the said Building as a decent building.
- c) TO ALLOW the Seller with or without workmen to enter into the said Unit for the purpose of maintenance and repairs.
- d) TO PAY and bear the common expenses and other outgoings and expenses since the date of possession and also the rates and taxes for and/or in respect of the said Building including those mentioned in the **SIXTH SCHEDULE** hereunder written proportionately for the building and/or common parts/ areas and wholly for the said Unit and/or to make deposits on account thereof in the manner mentioned hereunder to or with the Seller and upon the formation of the association or Co-operative society or Private Limited Company. Such amount shall be deemed to be due and payable on and from the date of possession whether actual possession of the said Unit has been taken or not by the Purchaser.
- e) TO DEPOSIT the amounts reasonably required with the Seller and upon the formation with the association or co-operative society or Private Limited Company as the said case may be towards the liability for the rates and taxes and other outgoings.
- f) TO PAY charges for electricity in or relating to the said Flat/Unit wholly and proportionately relating to the common parts.
- g) NOT TO sub-divide the said Unit and/or the Parking Space
- h) NOT TO do any act deed or thing or obstruct the construction and completion of the said building in any manner whatsoever and notwithstanding any temporary construction in the Purchaser's enjoyment of the said Unit.
- i) NOT TO throw dirt, rubbish or other refuse or permit the same to be thrown or accumulated in the said building and/or compound or any portion of the building.
- j) NOT TO store or bring and allow to be stored and brought in the said Unit any goods or hazardous or combustible nature or which are so heavy as to affect or endanger the structures of the building or any portion of any fittings or fixtures thereof including windows, doors, floors etc. in any manner.

- k) NOT TO hang from or attach to the beams or rafters any articles or machinery which are heavy or likely to affect or endanger or damage the construction of the building or any part thereof.
- l) NOT TO fix or install air conditions in the said Unit save and except at the places which have been specified in the said Unit for such installation.
- m) NOT TO do or cause anything to be done in or around the said Unit which may cause or tend to cause or that amount to cause or affect any damage to any flooring or ceiling of the said Unit or adjacent to the said Unit or in any manner interfere with the use and rights and enjoyment thereof or any open passages or amenities available for common use.
- n) NOT TO damage or demolish or cause to be damaged or demolished the said unit or any part thereof or the fittings and fixtures affixed thereto.
- o) NOT TO install grills the designs of which have not been suggested or approved by the Architect.
- p) NOT TO do or permit to be done any act or thing which may render void or make voidable any insurance in respect of the said Unit or any part of the said building or cause increased premium to be payable in respect thereof if the building is insured.
- q) NOT TO make in the said Unit any structural addition and/or alteration such as beams, columns, partition walls etc. or improvement of a permanent nature except with the prior approval in writing of the Seller and/or any concerned authority.
- r) NOT TO use the said unit or permit the same to be used for any purpose whatsoever other than residential purpose and shall not use for the purpose which may or is likely to cause nuisance or annoyance to occupiers of the other portions of the said building or to the Owners and occupiers of the neighbouring premises or for any illegal or immoral purpose and similarly shall not keep in the car parking spaces, if allotted, anything other than private motor car or motor cycle and shall not raise or put up any kutchha or pucca construction grilled wall/ enclosures thereon or part thereof and shall keep it always open as before, Dwelling or staying of any person or blocking by putting any articles shall not be allowed in the car parking space.

- s) NOT TO keep or permit to be kept any article and/or goods in the common areas, staircases lobbies and/or passages and in the event of such materials being kept and/or permitted to be kept then and in that event the Facility Management Company shall be entitled to remove the same without being liable for any losses and/or damages and the Purchaser shall be entitled to compensate the said Facility Management Company for all costs charges and expenses which may be incurred by the Facility Management Company for removal thereof.
- t) NOT TO use the allocated car parking space or permit the same to be used if allocated for any other purpose whatsoever other than parking of its own car/cars.
- u) TO ABIDE by such building rules and regulations as may be made applicable by the Seller before the formation of the Maintenance Company and after the Maintenance Company is incorporated to comply with and/or adhere to the building rules and regulations of such Maintenance Company.

#### **ARTICLE X – HOLDING ORGANISATION**

- 10.1 Immediately after the completion of the said new buildings forming part of the said Housing Complex and the possession is made over to the flat owners in the said building the Sellers shall form or cause to be formed an Association or a Society or Syndicate of the flat owners in the said building (hereinafter called the HOLDING ORGANISATION) with such rules and regulations as shall be determined by the Advocates and Solicitors of the Seller.
- 10.2 The Buyer shall become a member of the Holding Organisation and hereby agrees to abide by the rules and regulations which shall be framed by the said Holding Organisation for the benefit of all the members of the said Holding Organisation.
- 10.3 The Buyer shall be liable and agrees to abide by such further house rules as may be made applicable by the said Holding Organisation.
- 10.4 As and when the said Holding Organisation is formed, the Buyer shall become a member of such Holding Organisation and without becoming a member of such Holding Organisation shall not be entitled to avail of the various facilities and/or utilities at the said premises and the Purchaser hereby agrees to make payment of the proportionate share of maintenance charges per month to such Holding Organisation

10.5 Upon takeover of the common parts and portions by the Holding Organisation, the Holding Organisation will also be responsible for providing employment to such persons who are in the employment of the Seller in the said new buildings with continuity of service and on the same terms and conditions on which they have been engaged and/or employed

#### **ARTICLE XI – FACILITY MANAGEMENT COMPANY**

- 11.1 The Purchaser acknowledges that it is necessary that the said new building be properly maintained and as such in addition to the Purchaser there are other persons intending to acquire the various other units and as such it has been agreed and the Buyer hereby authorizes that the common parts and portions of the said new building including rendition of common services be entrusted to a Facility Management Company and the Sellers has agreed to appoint a Facility Management Company who will look after the common parts and portions and also be responsible for rendition of common services upon payment of such amount as may be determined by such Facility Management Company and in no event the Purchaser shall be entitled to have any claim on account of deficiency in service or on any account whatsoever or howsoever
- 11.2 All agreements to be entered into between the Seller and the Facility Management Company will be made over to the Holding Organisation upon its formation.
- 11.3 The Purchaser acknowledges that regular and timely payment of the maintenance charges is a "must" and non payment thereof is likely to adversely affect the interest of the other owners and/or occupiers of the said new building and non payment of such maintenance charges to the Holding Organisation and Facility Management Company is likely to cause malicious loss and damage to the other owners and/or occupiers of the said new building and as such in the event of any default on the part of the Purchaser in making payment of such maintenance charges then and in that event without prejudice to any other right which the Holding Organisation/Facility Management Company may have the Holding Organisation/Facility Management Company shall be entitled to and is hereby authorized :
- i) to disconnect the supply of water  
ii) to disconnect the supply of electricity
- 11.4 The said Facility Management Company may from time to time frame such rules and regulations in addition to the rules and regulations herein contained and in addition to the payment of the maintenance charges shall also be liable to make payment of such

other charges which may be levied by such Facility Management Company from time to time for rendition of such services

11.5 The Purchaser agrees that :

- a) The Purchaser shall pay regularly and punctually within 7th day of every month and month by month the common expenses as described in the **SIXTH SCHEDULE** hereunder written at such rates as may be decided, determined and apportioned by the Seller to be payable from the date of possession to the Seller and upon formation and transfer of management of the building to the Holding Organisation and/or Facility Management Company to such Holding organization and/or Facility Management Company without any abatement or demand.
- b) The proportionate rate payable by the Purchaser for the common expenses shall be decided by the Seller/Co-owners and upon after formation of the said Holding Organisation and appointment of the said Facility Management Company to such Holding Organisation and/or Facility Management Company as the case may be from time to time and the Purchaser shall be liable to pay all such expenses wholly if it relates to the Purchaser's Unit only and proportionately for all other spaces and/or buildings as a whole. The statement of account of the apportionment of the charges as prepared by the Seller shall be conclusive and final. The Purchaser shall not be entitled to dispute or question the same. In the event of the transfer of the Management and administration of the said Company , in terms of these presents, the employees of the Seller such as watchmen, security staff, liftmen etc. shall be employed and/or absorbed in the employment of such Holding Organisation with continuity of service and on the same terms and conditions of employment with the Seller and the Purchaser shall not be entitled to raise any objection thereto and hereby consents to the same.
- c) After the formation of the Holding Organisation and appointment of the Facility Management Company, the Purchaser shall make payment of such amounts to the Holding Organisation and/or Facility Management Company as may be determined by them
- d) So long as each unit in the said Housing Complex shall not be separately mutated and assessed, the Purchaser shall pay the proportionate share of all rates and taxes assessed on the whole premises from the date of possession, such proportion is to be determined by the Seller on the basis of the area of such unit in the said Building.

- e) If the Purchaser fails to pay the aforesaid expenses or part thereof, within time as aforesaid, the Purchaser shall be liable to pay interest at the rate of 15% per cent per annum And further that if any dues remain unpaid for sixty days, the Seller or upon formation of such association or Co-operative Society or Private Limited Company shall be at liberty to disconnect and/or suspend all common services attached to the Purchaser's Unit such as water supply, electricity connection, use of lifts, cable connection etc. till such dues with interest are paid and shall also be liable to pay the common expenses for such suspension period as well as reconnection charges.
- 11.6 The Purchaser agrees that in as much there are certain general common elements the Purchaser shall be liable to pay the proportionate amount on account of the costs charges and expenses for the maintenance repairs and replacement of such general common elements

#### ARTICLE XII - MISCELLANEOUS

- 12.1 The Purchaser has committed himself and/or has assumed the complete responsibility and obligation to get this Agreement registered and provide proper stamp duty and/or make payment of any deficiency in the stamp duty and in no event the Sellers shall be liable and/or responsible for the same. If at any time the Purchaser shall require this agreement to be registered then and in that event upon seven days notice being given to that effect the Sellers shall remain present at the appropriate registration office to admit execution of this agreement.

In case of any failure on the part of the Purchaser in getting this document and/or agreement properly stamped and if the Sellers have to provide this agreement in evidence then any amount which may become payable on account of deficient stamp duty, registration charges, penalty and interest shall be paid borne and discharged by the Purchaser and the Purchaser has agreed to indemnify and keep the Sellers indemnified from and against all costs charges claims actions suits and proceedings

- 12.2 In the event of the Purchaser obtaining any financial assistance and/or housing loan from any bank and/or financial institution the Sellers is hereby authorized and empowered to act in accordance with the instructions of the bank and/or financial institution in terms of the agreement between the Purchaser and the Bank and/or financial institution SUBJECT HOWEVER the Sellers being assured of all amounts being receivable for sale and transfer of the said Flat/Unit and in no event the Sellers shall assume any liability and/or responsibility for any loan and/or financial assistance which may be obtained by the Purchaser from such Bank and/or Financial Institution.

12.3 This Agreement is personal and the Purchaser shall not be entitled to transfer let out mortgage grant lease in respect of the said Flat/Unit without the consent in writing of the Sellers until such time the full amount of consideration and other dues including the nomination fees has been paid by the Purchaser to the Sellers and the Purchaser performing and observing all the other terms and conditions herein contained and on the part of the Purchaser to be performed and observed PROVIDED HOWEVER after the full payment of the entire consideration amount and other dues including the nomination fees as per the terms and conditions of this agreement the Purchaser shall be entitled to let out, grant, lease and/or mortgage and/or in any way deal with the said Flat/Unit for which no further consent of the Sellers shall be required.

12.4 The right of the Purchaser shall remain restricted to the said Flat/Unit and the properties appurtenant thereto and use of the Common Parts, Portions, Facilities and Amenities and in no event the Purchaser shall be entitled and hereby agrees not to claim any right of ownership or otherwise in respect of the other parts or portions of the said Building/Block and the said Premises/Complex.

12.5 For the purpose of facilitating the construction of the said Flat/Unit in the aforesaid building the Sellers may apply for and obtain financial assistance from banks and other financial institutions.

12.6 The name of the Complex shall be **PS IXORA** and will not be changed without the consent of the Sellers.

12.7 The Sellers and the Purchaser have entered into this Agreement purely on principal to principal basis and nothing stated herein shall be deemed to constitute a partnership between the Sellers and the Purchaser or to be construed as a joint venture or joint ventures between the Purchaser and the Sellers nor shall the Sellers and the Purchaser constitute an association of persons. Each party shall keep the other party duly indemnified from and against the same.

12.8 The Sellers shall be entitled to all future vertical exploitation of the said Building and / or the said Premises by way of additional construction or otherwise.

12.9 At or before entering into this agreement the Purchaser has fully satisfied himself and has appreciated that several buildings are to be constructed and/or the Housing Complex may be expanded further than presently conceived by constructing further several buildings and various passages, path ways, common ways, common roads and services, and taking into

account the complexity of the Project, the Sellers have reserved to themselves the absolute right of changing or altering and or reallocating such passages, common ways, entrances, exits, pathways, roads and services as the Sellers may deem fit and proper.

12.10 This Agreement contains the entire Agreement of the parties and no oral representation or statement shall be considered valid or binding upon either of the parties nor shall any provision of this Agreement be terminated or waived except by written consent of both the parties. The Purchaser acknowledges upon signing this agreement, that there are no other conditions, stipulation, representations, guarantees or warranties that have been made by the Sellers other than what is specifically set forth herein.

12.11 Upon completion of the said Housing Complex within six months of the date of completion of the particular Block/Building in which the said Unit/Flat is situated, the Sellers shall execute or cause to be executed the Deed of Conveyance or transfer in favour of the Purchaser and the Deed of Conveyance shall be as prepared by the Solicitor/Advocate of the Sellers. The stamp duty, registration fees, and other expenses shall be borne and paid by the Purchaser which shall be deposited with the Sellers within seven days from the date of notice being given to that effect.

12.12 It is hereby expressly agreed by and between the parties hereto that nothing herein contained shall be construed to be a "WORKS CONTRACT" and it is hereby further agreed by and between the parties hereto that in the event of the Sellers being liable to make payment of any sales tax or any other statutory duty in respect of said Flat/Unit and/or this Agreement, the Purchaser shall be liable and agrees to make payment of the same before taking over possession of the said Flat and/or Unit and if such liability shall be known thereafter, the Purchaser shall pay the same upon being informed and called for by the Sellers in that behalf.

12.13 This Agreement supercedes all other agreements, arrangements, understanding or brochure and in no event the Purchaser shall be entitled to set up any oral agreement.

12.14 The Sellers reserves to themselves the exclusive right to use and or permitted to be used any space in the Common Parts, Portions of the Housing Complex for the purpose of exhibiting any NEON SIGN Board, signage or otherwise in/upon the said open space in the Housing Complex.



### **ARTICLE XIII- DOCUMENTATION AND PROFESSIONAL CHARGES**

13.1 MR. R. L. GAGGAR, Solicitor and Advocate of No. 6, Old Post Office Street, Kolkata 700 001  
the Advocate of the Sellers' has prepared this Agreement and shall draw all papers documents and drafts required for and/or in connection with the execution and registration of the papers, documents in relation to the transfer of the aforesaid Flat/Unit and undivided proportionate share in the land attributable to the said Flat/Unit in favour of the Purchaser and formation of the Holding Organisation as envisaged herein and such documents containing covenants to be observed on the part of the parties hereto as in the sole discretion of the said Advocates be determined to be reasonable.

13.2 The Purchaser despite their obligations to pay the documentation charges inclusive of fees to the said Advocates shall be at liberty to consult any other Lawyer/ Advocate for any independent advice PROVIDED HOWEVER such consultation for independent advice will not absolve the Purchaser of his/her/its responsibility to pay the documentation charges.

13.3 The Purchaser shall on or before the execution of this Agreement pay Rs.5/- (Rupees Five) only/ per sq. ft. chargeable area as documentation charges including the legal fee towards the fee for the preparation of this Agreement and shall further pay Rs.5/- (Rupees Five) only/ per sq. ft. chargeable area as further documentation charges on or before delivery of possession of the said Flat/Unit towards documentation charges for preparing, drafting, execution and registration of the papers, documents in relation to transfer of the aforesaid Flat/Unit and the undivided proportionate imitable share of land attributable to the said Flat/Unit premises in favour of the Purchaser.

13.4 All Stamp Duty, Registration Charges and/or other incidental expenses in relation to conveyance of the said Flat/Unit and for obtaining approval and consent necessary for such transfer and also any other assurances deeds required to be made for or in relation thereto shall be borne and paid by the Purchaser.

### **ARTICLE XIV- NOTICE**

14.1 All notices to be served hereunder by either of the parties to the other shall be deemed to have been served on the 15th day of the date the same has been delivered for dispatch to the postal authority by registered post with acknowledgements due/or Courier Service/Hand delivery at the last known address of the parties hereto.

## ARTICLE XV - ARBITRATION

15.1 All disputes and differences between the parties hereto regarding the construction or interpretation of any of the terms and conditions herein contained or touching these presents or determination of any liability shall be referred to the arbitration of Mr. R. L. Gaggar of 6, Old Post Office Street, Kolkata - 700001 or any person nominated by him and the same shall be deemed to be a reference within the meaning of the Arbitration and Conciliation Act 1996.

15.2 The Arbitrator shall have summary power.

15.3 The Arbitrator shall have power to give interim awards and/or directions.

15.4 It will not be obligatory on the part of the Arbitrator to give any reasoned or speaking award.

15.5 The parties hereto agree and covenant with each other that they have full trust and faith in the Arbitrator and agrees not to challenge and/or dispute the same in any manner whatsoever or howsoever.

## ARTICLE XVI - JURISDICTION

16.1 Courts at Kolkata alone shall have jurisdiction to entertain and try all actions suits and proceedings arising out of this Agreement.

### THE FIRST SCHEDULE ABOVE REFERRED TO (THE SAID ENTIRE PROPERTY)

#### PART - I

ALL THAT the various pieces and parcels of Sali and bastu land measuring 48.112 decimals (be the same a little more or less) having rayati rights comprised in part of portion of R.S. Dag No. 3044 (21.444 decimals) R.S. Dag No. 3045 (10.000 decimals) and R.S. Dag No. 3152 (16.670 decimals) in Mouza Ghuni, J.L. No. 42 P.S. Rajarhat , Additional District Sub Registration Office Bidhan Nagar and District Registration Office at Barasat District 24 Parganas (North)

#### PART - II

ALL THAT the various pieces and parcels of Sali and bastu land measuring 32.090 decimals (be the same a little more or less) having rayati rights comprised in part of portion of R.S. Dag No. 3044 (12.170 decimals) R.S. Dag No. 3045 (9.920 decimals) and R.S. Dag No. 3152 (10.00 decimals) in Mouza Ghuni, J.L. No. 42 P.S. Rajarhat Additional District Sub Registration Office Bidhan Nagar and District Registration Office at Barasat District 24 Parganas (North)

PART - III

ALL THAT the various pieces and parcels of Sali and bastu land measuring 46.983 decimals (be the same a little more or less) having rayati rights comprised in part of portion of R.S. Dag No. 3044 (30.455 decimals) R.S. Dag No. 3045 (16.530 decimals) in Mouza Ghuni, J.L. No. 42 P.S. Rajarhat Additional District Sub Registration Office Bidhan Nagar and District Registration Office at Barasat District 24 Parganas (North)

PART - IV

ALL THAT the various pieces and parcels of Sali and bastu land measuring 48.370 decimals (be the same a little more or less) having rayati rights comprised in part of portion of R.S. Dag No. 3044 (11.700 decimals) R.S. Dag No. 3045 (20.000 decimals) AND r.s. Dag No. 3152 (16.670 decimals) in Mouza Ghuni, J.L. No. 42 P.S. Rajarhat Additional District Sub Registration Office Bidhan Nagar and District Registration Office at Barasat District 24 Parganas (North)

PART - V

ALL THAT the various pieces and parcels of Sali and bastu land measuring 31.200 decimals (be the same a little more or less) having rayati rights comprised in part of portion of R.S. Dag No. 3044 (23.200 decimals) and R.S. Dag No. 3045 (8.000 decimals) in Mouza Ghuni, J.L. No. 42 P.S. Rajarhat Additional District Sub Registration Office Bidhan Nagar and District Registration Office at Barasat District 24 Parganas (North)

PART - VI

ALL THAT the various pieces and parcels of Sali and bastu land measuring 49.352 decimals (be the same a little more or less) having rayati rights comprised in part of portion of R.S. Dag No. 3044 (32.692 decimals) R.S. Dag No. 3152 (16.660 decimals) in Mouza Ghuni, J.L. No. 42 P.S. Rajarhat Additional District Sub Registration Office Bidhan Nagar and District Registration Office at Barasat District 24 Parganas (North)

THE SECOND SCHEDULE ABOVE REFERRED TO  
(THE SAID FLAT AND THE PROPERTIES APPURTENANT THERETO)

ALL THAT the Flat/Unit No. **VIII-2C** on the **second floor** on the said building being Building/Block No. **VIII** now in course of construction on the said Entire Property containing by admeasurement **989 sq. ft.** of super built-up area **TOGETHER WITH** the undivided share in the Common Parts, Portions, Areas, Facilities and Amenities **AND TOGETHER WITH one**

*[Signature]*

*(S.M.)*

**covered car parking space** in the ground floor of the said Building/Block No. **VIII** or as may be allotted within the Housing Complex AND TOGETHER WITH the undivided proportionate imparible share in the land which will be allocable to that Building/Block No. **VIII** out of the total area of land comprised in the said Entire Property and/or Housing Complex

**THE THIRD SCHEDULE ABOVE REFERRED TO**  
**(COMMON PARTS & PORTIONS)**

1. Foundation
2. Column
3. Beam Support
4. Roof of the building along with roof decoration.
5. Lifts
6. Lift room
7. Lift Wells and Lift Installations
8. Transformer and its installations
9. Transformer Room
10. Generator and its installations/Generator Room
11. Pump and its installations/Pump Room
12. Main Gates
13. Entrance & Exits
14. Lobbies
15. Tube Wells and its installations
16. Drains
17. Sewers
18. Boundary Walls
19. Paths and Passages
20. Corridors
21. Driveways
22. Staircase/Stairways
23. Landing and Lobbies
24. Overhead and underground water reservoirs
25. Toilets in the ground floor
26. Splash Pool
27. A. C. Gym
28. A. C. Indoor Game room and lounge and its installation and equipments
29. Landscape Garden & Party Lawn.
30. Water filtration plant and its installation
31. Community Hall

RJL

32. Air conditions in the community Hall
33. Children Play area
34. Refreshment and Library room
35. Outdoor multipurpose games court
36. Adda Zone
37. A. C. Meditation Hall & Yoga Room

#### **GENERAL COMMON ELEMENTS**

1. Transformer, Transformer Room and its installation and fittings and fixtures for lighting the staircase lobby and other common areas
2. Generator, Generator Room and its installations
3. Pump, Pump Room and its installation
4. Tube wells and its installations
5. Water Filtration Plant and its installations
6. Drains
7. Sewers
8. Water Pump overhead tanks and underground water reservoirs
9. Water pipes and other common plumbing installations and spaces required thereto

#### **THE FOURTH SCHEDULE ABOVE REFERRED TO (SPECIFICATIONS)**

##### **Living / Dining / Lobby/ Passage**

<b>Floor</b>	Vitrified tiles
<b>Walls &amp; Ceiling</b>	Wall Putty (Ready to paint)

##### **Bedrooms**

<b>Floor</b>	High quality Ceramic Tiles
<b>Walls &amp; Ceiling</b>	Wall Putty (Ready to Paint)

##### **Kitchen**

<b>Walls</b>	Glazed tiles up to 2'-0" above counter Balance Wall Putty ( Ready to Paint)
<b>Floor</b>	Anti skid ceramic tiles
<b>Counter</b>	Marble
<b>Fitting / Fixtures</b>	CP fittings, SS Sink & Provision for Exhaust fan
<b>Ceiling</b>	Wall Putty (Ready to Paint)

Om

ABM:

**Balcony**

<b>Floor</b>	Anti skid ceramic tiles
<b>Walls &amp; Ceiling</b>	Exterior paint

**Bathrooms**

<b>Walls</b>	Combination of glazed ceramic tiles, Wall Putty (Ready to Paint)
<b>Floor</b>	Anti skid ceramic tiles & separate shower area
<b>Fitting/ Fixtures</b>	CP fittings, pastel shade wash basin & WC, Provision for Exhaust fan
<b>Accessories</b>	Towel rail / ring, Soap dish, Robe hook
<b>Sanitary Ware / CP Fittings</b>	Parryware / Hindware or equivalent brands for the pastel shade sanitary ware and Jaquar, ESS ESS or equivalent brands for CP fittings.

**Doors & Windows**

<b>Entrance Doors</b>	Polished hardwood Frame, moulded skin door / teak veneer flush door shutters
<b>Internal Doors</b>	Painted hardwood Frame, Painted flush door shutters
<b>Windows</b>	Powder coated Aluminium Glazing

**Electrical**

Modular switches (Havells / Anchor or equivalent make) and copper wiring.	
<b>Power Backup</b>	For common areas
<b>Apartment Type</b>	Power Backup at extra cost
<b>A/C Outlets</b>	For all the bed rooms and living rooms
<b>Intercom system</b>	Between apartment to apartment and apartments to all service areas

**Security System**

CCTV for Entrance lobby at Ground floor, entry & exit of the complex & Community Hall

**Lobby**

<b>Entrance Lobby</b>	Exquisitely designed at ground floor
<b>Other Floors</b>	Combination of one or more of Indian Marble / Granite / Vitrified Tiles, Stone-cladding / Acrylic Emulsion / wall covering

**THE FIFTH SCHEDULE ABOVE REFERED TO****PART - I****(CONSIDERATION AND PAYMENT)**

1. Consideration for the **Rs.18,80,311/- (Rupees Eighteen lakhs eighty thousand three hundred and eleven only)** which includes cost for the undivided proportionate share in Common parts & portions facilities & amenities and for the undivided proportionate imitable share in the land and car parking space/s.

2. The Purchaser has already paid a sum of **Rs.12,22,202/- (Rupees Twelve lacs twenty two thousand two hundred two only)** towards part payment of the amount of consideration and the balance of the consideration amount has been agreed to be paid in the manner following:

On Booking	:	15%
On Piling work	:	10%
On Casting of Ground Floor	:	10%
On Casting of First Floor	:	10%
On Casting of Second Floor	:	10%
On Casting of Third Floor	:	10%
On Casting of Fourth Floor	:	10%
On Brick work	:	10%
On Flooring	:	5%
On Possession	:	10%

**PART - II**  
**EXTRA PAYMENTS**

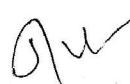
Particulars of extra payments to be paid by the purchaser before taking over possession of the said Flat/Unit:-

1. Cost towards generator @ Rs.18,000/- per KVA.
2. Charges for transformer and common electricity connection @ Rs.40/- per sq. ft. payable on the super built-up area.
4. Security deposits and service charges payable for obtaining individual electric meter for the said Flat/Unit as may be payable to the WBSEB and the proportionate share of deposits and expenses payable to the WBSEB for the common electric meter required for the individual Block/Building and the common parts, portions, facilities and amenities in the Complex as on actuals.
5. Documentation charges of Rs.10/- (Rupees Ten) only per sq. ft.
6. Maintenance deposits equivalent to one year maintenance charges as determined by the Sellers.

7. Rs. 20/- per sq. ft. on super built up area towards Sinking Fund as the proportionate share of expenses for maintenance of the building.
8. Rs.1.50/- per sq. ft per month towards Municipality Deposit for one year.
9. Rs.1.50/- per sq. ft. per month towards Maintenance Charges.
10. Rs.5,000/- (Rupees Five thousand only) towards the formation of the Holding Organization/Association.
11. For sales tax, works contract taxes and duties and impositions as would be applicable at actuals.
12. For land and property taxes of the said premises and consolidated rates and taxes for the Flat/Unit including mutation fees applicable from the date of possession of the Flat/Unit being made over by the Sellers to the Purchaser.
13. Any surplus if remaining with the Sellers on account of the deposits, stated above, the Sellers will handover such excess deposit to the Holding Organisation upon its formation provided there shall be no default on the part of the Purchaser/Purchasers in making payment as mentioned hereinbefore.

**THE SIXTH SCHEDULE ABOVE REFERRED TO**  
**(Maintenance/ Common Expenses)**

1. All proportionate costs of maintenance, operations repairs, replacement services and white washing, painting, rebuilding, reconstructing, decorating redecorating of all other common areas/ parts its fixtures fittings electrical wiring and equipment in under or upon the building enjoyment or used common by the occupiers of the building.
2. The salaries and other expenses incurred for and payable to pay person employed for common purposes including security, electrician, maintenance, plumber, administration of the building, accountant, clerks, gardeners, sweepers, liftmen etc.
3. Insurance premium for insuring the building and every part thereof against earthquake, damages, fire lightening mob violence, civil commotion, etc, if insured.
4. Expenses for supplies of common utilities electricity water charges etc. Payable to any concerned authorities and/or organisation and payment of all other incidental thereto.



5. Sinking fund and other contributions.
6. Municipal and other rates and taxes and levies and all other outgoings save those which would be separately assessed and/or incurred in respect of any unit or portion or land.
7. Costs and establishment and operational charges of the Seller for the Association of the Co-operative Society relating to common expenses.
8. All such other expenses and outgoings as are deemed by the Seller and/or the Association or Co-operative Society to be necessary for or incidental thereto.
9. Electricity expenses for lighting all the common parts outer walls of the building, parking space and for operation of all the common areas.
10. Operational cost of the Cable Connection, Intercom, EPABX, close circuit TV .
11. Operational cost, maintenance, replacement of the lift.
12. Capital expenses cost for charge or replacement of any equipment.
13. Repairing rebuilding repainting improving or other treating as necessary and keeping the property and every exterior part thereof in good and substantial repair order and condition and renewing and replacing all worn or damaged parts thereof.
14. Painting with quality paint as often as may (in the opinion of the Holding Organisation) be necessary and in a proper and workmanlike manner all the wood metal stone and other work of the property and the external surfaces of all exterior doors of the Building and decorating and colouring all such parts of the property as usually are or ought to be.
15. Keeping the gardens and grounds of the property generally in a neat and tidy condition and tending and renewing all lawns flowers beds shrubs trees forming part thereof as necessary and maintaining repairing and where necessary reinstating any boundary wall hedge or fence.
16. Keeping the private road in good repair and clean and tidy and edged where necessary and clearing the private road when necessary.



17. Cleaning as necessary the external walls and windows (nor forming part of any unit) in the property as may be necessary keeping cleaned the common parts and halls passages landing and stair cases and all other common parts of the building.
18. Cleaning as necessary of the areas forming parts of the property.
19. Operating maintaining and (if necessary) renewing the lighting apparatus from time to time of the maintained property and providing such additional lighting apparatus as the Sellers may think fit.
20. Providing and arranging for the emptying receptacles for rubbish.
21. Paying all rates taxes duties charges assessments and outgoings whatsoever (whether central state or local) assessed charged or imposed upon or payable in respect of the building or any part thereof excepting in so far as the same are the responsibility of the individual owners/occupiers of any Unit.
22. Abating any nuisance and executing such works as may be necessary for complying with any notice served by a local authority in connection with the development or any part thereof so far as the same is not the liability of or attributable to the Unit or any individual lessee of any Unit.
23. Generally managing and administering the development and protecting the amenities in the building and for that purpose employing any contractor and enforcing or attempting to enforce the observance of the covenants on the part of any occupants of any of the Units.
24. Employing qualified accountant for the purpose of auditing the accounts in respect of the maintenance expenses and certifying the total amount thereof for the period to which the account relates.
25. Complying with the requirements and directions of any competent authority and with the provisions of all statutes and all regulations orders ad bye-laws made thereunder relating to the building excepting those which are the responsibility of the occupier of any Unit.
26. The Purchaser maintenance renewal and insurance of equipment as the Seller may from time to time consider necessary for the carrying out of the acts and things mentioned in this schedule.



27. Administering the management company staff and complying with all relevant statutes and regulations and orders thereunder and employing suitable persons or firm to deal with these matters.
28. The provision maintenance and renewal of any other equipment and the provision of any other service which in the opinion of the Management company/Holding Organisation it is reasonable to provide.
29. Such time to be fixed annually as shall be estimated by the Holding Organisation (whose decision shall be final) to provide a reserve fund/ sinking fund and other contribution for items of expenditure referred to in this schedule to be or expected to be incurred at any time.
30. The said reserve fund shall be kept in separate account and the interest thereon or income from the said fund shall be held by the Holding Organisation for the trust of the owners of the units/Units and shall only be applied in accordance with the terms of this schedule.

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

**SIGNED, SEALED AND DELIVERED** by the  
**SELLERS** at Kolkata in the presence of :

**PS GROUP REALTY LTD. & OTHERS**

*Anup Sanyal*

**Authorised Signatory**

**SIGNED, SEALED AND DELIVERED** by the  
**PURCHASER** at Kolkata in the presence of :

*Nirmalya Banerjee Majumdar*

DATED THIS            DAY OF            2010

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BETWEEN

ATAL PROPERTIES PRIVATE LIMITED & ORS.

..... VENDORS

- AND -

NIRMALYA BASU MAJUMDAR

..... PURCHASER

AGREEMENT FOR SALE