

AGREEMENT FOR SALE

DATE:

PARTIES: **M/S. KAY PEE REALCON PRIVATE LIMITED (PAN No.: AAECK 8229J)**, a Company registered under the Companies Act, 1956 represented by its Director **Mr. PUNIT POPAT (PAN No. AFLPP 3320E)** having its registered office at 28,Chittaranjan Avenue, P.S.Bowbazar, Kolkata-700 012, hereinafter called and referred to as the **OWNER/DEVELOPER** (which terms and expressions shall unless excluded by or repugnant to the subject or context be deemed to mean and include his heirs, representatives, successors, administrators, executors and assigns) of the **FIRST PART.**

AND

....., son/wife of, by
faith, residing at
....., and
....., son/wife of
by faith, residing at
.....

OR, a
having its office at, hereinafter
called and referred to as the '**PURCHASER/S**' (which
term and expression shall unless excluded by or
repugnant to the subject or context be deemed to mean
and include his/her/its/their heirs, executors,
administrators, successors, successors-in-interests,
representatives, nominee/s and assigns) of the **SECOND**
PART.

OWNER/DEVELOPER AND PURCHASER/S collectively referred
to as Parties and individually as Party.

WHEREAS :

A The OWNER/DEVELOPER is the Owner of and seized and possessed
of or otherwise well and sufficiently entitled to **ALL THAT**
piece or parcel of Bastu land measuring 3 Bigha 4 Chittacks
be the same a little more or less together with more than
100 years old tin shed tenanted structure erected thereon
lying and situate at Municipal Premises No.150A, Beliaghata
Main Road, now known as 150A, Dr.Suresh Chandra Banerjee
Road, Kolkata-700010, ADSR Sealdah Dihi Panchannagram,
Touzi No. previously 1298 at present 2833 of Alipore
collectorate Division 3, Sub Division 15, Holding Nos. 15,
16, 18, P.S.Beliaghata, Kolkata-700 010 within Ward No.34
of the Kolkata Municipal Corporation more fully and
particularly mentioned, and described, in the **SECOND SCHEDULE**
hereunder written and/or given and hereinafter referred to as
the **PROJECT AREA**).

B The said Project Area and /or a part thereof has been earmarked
for the purpose of construction erection and completion of a
project to comprise of independent Building Blocks to comprise
of various Flats/Units/Apartments/Commercial Spaces
constructed spaces and car parking spaces etc. capable of being
held and/or enjoyed independently of each other.

The OWNER/DEVELOPER reserves its right to demarcate any area
out of the Project area or part thereof for construction of non
residential buildings, mixed use, institutional buildings and
decide all terms and conditions including those related to
user, sale, transfer, maintenance etc. in respect thereof.

The OWNER/DEVELOPER reserves its right to decide all the term of use of the various Unit types in the Project together with the limited passage rights over certain demarcated areas, the limited usage rights over certain common portions in the Project, reserved rights in respect of certain constructions and amenities although to be built and erected within the Project but not to form or mean the common areas of the Project and the Purchaser consents to the same and agrees not to raise any objection whatsoever in the OWNER/DEVELOPER effecting such modifications and/ or modifications, alterations in the Project.

- C** The details as to the title of the **OWNER/DEVELOPER** will appear from the **FIRST SCHEDULE** hereunder written and/or given.
- D** The OWNER/DEVELOPER has caused a map or plan to be sanctioned by the Kolkata Municipal Corporation whereby the OWNER/DEVELOPER has become entitled to commence construction in accordance with the said sanctioned Plan. Notwithstanding the completion of construction the OWNER/DEVELOPER shall have the right to apply for, seek modification of the same and construct in accordance with such modified plan without any further consent being required from the Purchaser herein and the Purchaser agrees not to raise any objection in respect thereof.
- F** The Purchaser herein has gone through the relevant documents being the Project Brochure, the sanctioned Plan, the documents of title of the Owner/Vendor herein and the planning lay out, restrictions, reservations of the Project, the facilities and amenities of the Project, and satisfied itself that the Project as conceptualised together with all required modifications thereto meets the requirement of the Purchaser.
- G** The Purchaser/s herein being desirous of acquiring a FLAT AND/OR UNIT on ownership basis has approached the OWNER/DEVELOPER to sell and transfer a FLAT AND/OR UNIT for valuable consideration and the OWNER/DEVELOPER herein has agreed to sell and transfer and the Purchaser/s has/have agreed to purchase and acquire i. ALL THAT the FLAT AND/OR UNIT no. on the Floor of the building being Block-..... containing by estimation an area of Square Feet (Super built-up) be the same a little more or less Together with one Open/Covered Car Parking Space being Car Parking No. on the floor TOGETHER WITH the undivided proportionate share or interest in the land directly underneath and forming part of the said Block/ Building AND TOGETHER WITH the proportionate share in all common parts portions areas and facilities as ear marked for residential flats (more fully and particularly mentioned and described in the FIFTH SCHEDULE part I hereunder written and hereinafter referred to as the said FLAT AND/OR UNIT) for the consideration and subject to the terms and conditions hereinafter appearing.
- H** The Purchaser/s herein further acknowledges that for the purpose of maintenance of the common parts and portions and for rendition of the common services making payment of the

maintenance charges regularly and punctually is an essential condition of these presents.

ARTICLE-I : DEFINATIONS

IN THESE PRESENTS UNLESS IT IS REPUGNANT TO OR INCONSISTENT WITH THE FOLLOWING EXPRESSIONS SHALL HAVE THE FOLLOWING MEANINGS:

ARCHITECT	Amitava Raha or such other person, firm or firms, company or companies whom the OWNER/DEVELOPER may appoint from time to time as the Architect of the Complex
BLOCK	shall mean the particular BLOCK as has been identified and in the manner identified by the OWNER/DEVELOPER that comprises the Said FLAT AND/OR UNIT/Apartment/Car Parking Space.
CLUB	The Club/s and /or recreational facilities intended also for the Owners of Units at "ORIENTAL PALMS" and /or any other person/persons/ organisations authorized and permitted by the Owner/Developer on such terms and conditions and charges attached thereto as may be decided by the Owner/Developer.
CAR PARKING SPACE	shall mean the space for parking of a medium sized motor car and the said car parking spaces will be located at such locations as may be decided and identified by the OWNER/DEVELOPER.
RESIDENTIAL AREA COMMON PARTS and PORTIONS	Areas and facilities as mentioned in Part-I of the FIFTH SCHEDULE.
NON RESIDENTIAL AREA, COMMON PARTS and PORTIONS	Areas and facilities as mentioned in PART-II of the FIFTH SCHEDULE.
COMMON EXPENSES	Expenses incurred for rendition of Common Services to Common Portions. The details of such COMMON EXPENSES for residential units are provided in SEVENTH SCHEDULE.
COMMON SERVICE/ MAINTENANCE	Services rendered by the OWNER/DEVELOPER or the HOLDING ORGANISATION/MAINTENANCE COMPANY, after appointment, for maintenance of the COMMON PORTIONS.

COMPLEX	The Buildings comprising of Building Blocks erected and/or constructed within the Project area
HOLDING ORGANISATION	Maintenance Company/Syndicate to be appointed by the OWNER/DEVELOPER (hereinafter referred to as the HOLDING ORGANIZATION) for taking over the common parts and portions forming part of the said Complex and also for rendition of common services including any replacements and/or repairs to the various equipments and/or installations as may be necessary and/or required from time to time and the rules and regulations framed by such Holding Organization shall be common for all the FLAT AND/OR UNIT OWNER and they shall be bound by the same. The Owner/Developer reserves the right appoint separate agencies for maintenance of common portions for the residential portion and the non residential portion and the Purchaser consents to the same.
OWNER/DEVELOPER	M/S. KAY PEE REALCON PRIVATE LIMITED (PAN AAECK 8229J) , a Company registered under the Companies Act, 1956 having its registered office at 28,Chittaranjan Avenue, P.S.Bowbazar, Kolkata-700 012and shall include its successors and/or successors in office and assigns
PLAN	The plan being no. 2015030064 dated 28.12.2015 sanctioned by Kolkata Municipal Corporation and shall include any modification and/or alterations thereto and the Purchaser/s hereby consents to the same. Further any revised plan for vertical/lateral extension of the Complex may be submitted to Kolkata Municipal Corporation for approval and the Purchaser agrees to such revision, modification alteration of the plan without any further consent being required from the Purchaser.
PARKING SPACE	Space for parking of a standard sized Motor Vehicle as may be allotted by the Owner/Developer to the Purchaser and the Purchaser agrees not to demand or claim any priority or any preference in location of the parking space. The Owner/Developer reserves the right to add or reduce the number of parking spaces in the Project as may be deemed fit and proper and the Purchaser consents to the same.

PROJECT AREA	ALL THAT piece or parcel of Bastu land measuring 3 Bigha 4 Chittacks be the same a little more or less together with more than 100 years old tin shed tenanted structure erected thereon lying and situate at Municipal Premises No.150A, Beliaghata Main Road, now known as 150A, Dr.Suresh Chandra Banerjee Road, Kolkata-700010, ADSR Sealdah Dihi Panchannagram, Touzi No. previously 1298 at present 2833 of Alipore collectorate Division 3, Sub Division 15, Holding Nos. 15, 16, 18, P.S.Beliaghata, Kolkata-700 010 within Ward No.34 of the Kolkata Municipal Corporation as provided in the SECOND SCHEDULE hereunder written and/or given
PURCHASER/S	Intending Purchaser/s abiding to the terms herein.
PROJECT	"ORIENTAL PALMS" undertaken for construction, erection and completion by the Owner/Vendor herein.
LAND SHARE	The undivided proportionate variable indivisible share in the land which shall be attributable to a particular Unit in the Project and as shall be determined by the Architect of the Project and upon completion of the Project the undivided variable share in the land shall stand finally determined without any compensation being required to be paid for the same and the Purchaser/s hereby consent/s to the same.
SUPER BUILT UP AREA	The saleable space and the proportionate share or interest forming part of the common parts and portion and the Architect shall determine the area occupied by various amenities/facilities. The Super Built up area of the FLAT AND/OR UNIT is tentative and is subject to final determination on completion and finishing of the FLAT AND/OR UNIT. For such final determination, the Parties confirm, accept and assure each other that the certificate of Architect and/or such other architect or architects that the OWNER/DEVELOPER may appoint from time to time, shall be final and binding on the Parties and the Purchaser has waived its right to raise any objection under any circumstances whatsoever with regard to the percentage/calculation of superbuilt area as may be finally decided by the Architect
SPECIFICATIONS	the various specifications intended for residential units in the Project as detailed in

the FOURTH SCHEDULE hereunder written and such specifications may be altered and/or changed and/or modified as may be required by the Architect from time to time in its absolute discretion and in the event of any Purchaser/s requiring any upgraded specification and/or better specification for a particular FLAT AND/OR UNIT then the Purchaser/s so requiring such upgraded specification shall be required to pay and bear such extra costs as may be decided by the OWNER/DEVELOPER.

SAID FLAT
AND/OR UNIT

The Unit intended to be sold and as defined in THIRD SCHEDULE below.

ARTICLE-II
INTERPRETATI
ONS

2.1 Wherever any expenses or costs are mentioned to be borne or paid proportionately by the Purchaser/s, then the portion of the whole amount payable by the Purchaser/s shall be in proportion to the area of the Purchaser/s'/'s respective FLATS AND/OR UNITS, which will also include the proportionate area of the total common areas.

2.2 Any reference to statute shall include any statutory extension of modification or enactment of such statute, any rules, regulations or orders there under.

2.3 Any covenant by the Purchaser/s not to act or do anything shall be deemed to include their obligation 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 neutral genders and vice versa.

2.6 The paragraphs heading 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
AND

These presents shall be deemed to have commenced on and with effect from the date of execution of this Agreement. hereinafter referred to as the COMMENCEMENT DATE

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ARTICLE-IV -
SUBJECT
MATTER OF
SALE AND
BASIC
UNDERSTANDIN
G

4.1 The OWNER/DEVELOPER has agreed to sell and transfer and the Purchaser/s has agreed to purchase and acquire on the terms and conditions stipulated herein the said FLAT AND/OR UNIT and the properties appurtenant thereto subject to the Purchaser/s making payment of all the amounts agreed to be paid by the Purchaser/s to the OWNER/DEVELOPER also performing and observing all other terms and conditions hereinafter appearing.

4.2 The COMMON PARTS and PORTIONS for the residential portion and the non residential portion may at the option of the Owner/Vendor be distinct separate and/or partially separate or as may be as the Owner/Vendor may require the same to be in accordance with the concept plan of the Project as explained to the Purchaser.

The OWNER/DEVELOPER shall not be under any obligation to include any specific common facility and similarly the OWNER/DEVELOPER shall be entitled to exclude any specific common facility which the OWNER/DEVELOPER may decide to.

4.3 The right of the Purchaser/s shall remain restricted to the said FLAT AND/OR UNIT only and the properties appurtenant thereto and the Purchaser/s shall have no right nor shall claim any right over and in respect of any other Units and/or the roof and/or open spaces and/or Common Parts and Portions and the OWNER/DEVELOPER shall have the exclusive right to deal with the same.

4.4 The Purchaser/s confirm/s, accept/s and assure/s the OWNER/DEVELOPER that the Purchaser/s has/have the financial and other resources to meet and comply with all financial and other obligations under this Agreement, punctually.

ARTICLE-V
CONSTRUCTION
, ERECTION,
COMPLETION
AND
POSSESSION

5.1 The said BLOCK will be constructed erected and completed in accordance with the said plan and with such specifications (more fully and particularly mentioned, described, explained, enumerated, provided and given in the FOURTH SCHEDULE hereunder written) and/or with such materials as may be recommended by the Architect from time to time and the Purchaser/s hereby consents to the Architect changing and/or replacing any material and/or specification with such other material and/or specification as the Architect may think fit.

5.2 Subject to force majeure, within a period of 48 months from the date of signing of this Agreement the OWNER/DEVELOPER shall make the FLAT AND/OR UNIT habitable and give notice to the Purchaser/s and the Purchaser/s shall, within 15 (fifteen) days of date of the Notice, take possession of the FLAT AND/OR UNIT and the properties appurtenant thereto, after fulfilling all obligations under these presents.

The OWNER/DEVELOPER shall be entitled to a grace period of six months (hereinafter referred to as the GRACE PERIOD) if the OWNER/DEVELOPER fails to deliver the Possession of the Said FLAT AND/OR UNIT. For the purpose of determination that there had been an embargo on the OWNER/DEVELOPER in performing its obligation the decision of the Architect shall be final and binding on the parties.

5.3 Unless prevented by circumstances beyond the control of the OWNER/DEVELOPER if within the said GRACE PERIOD the OWNER/DEVELOPER is unable to complete the said FLAT AND/OR UNIT and deliver possession thereof to the Purchaser/s then and in that event the OWNER/DEVELOPER shall be liable and agrees to make payment of a sum to be calculated at the rate of 12% interest per annum on the amount already received by the Owner/Developer from the Purchaser till such time the said FLAT AND/OR UNIT is completed but this will not absolve and/or release the Purchaser/s of his/her/its obligation to make timely payment of the amounts committed to be paid by the Purchaser/s in terms of these presents and for due performance and observance of all the other terms and conditions contained herein and on the part of the Purchaser/s to be paid performed and observed.

5.4 For the purpose of completion of the said BLOCK and/or the FLAT AND/OR UNIT, the said FLAT AND/OR UNIT shall be deemed to have been completed

if provided with electricity, (through sub meter) water and internal drainage facilities and the completion certificate is granted by the Architect and it would not be necessary that the other common parts and portions of the Complex are complete and the Purchaser/s agrees not to raise any objection and/or hindrance and the OWNER/DEVELOPER shall be entitled to continue with the completion of the common parts and portions without any obstruction or hindrance by the Purchaser/s or any person and/or persons claiming through or under him/her/it.

5.5 The Purchaser may be allowed on the discretion of the Owner/Developer a period of 90 days as fit out period for carrying out internal works related to the FLAT AND/OR UNIT subject to the terms of this Agreement Provided however the Purchaser shall not be allowed to reside in the said Flat during the fit out period and the Purchaser shall be responsible for all matters in connection with the safety and security of the said FLAT AND/OR UNIT and the persons as may be engaged by the Purchaser to carry out the internal work shall be the responsibility of the Purchaser for all intents and purposes.

5.6 Within fifteen days from the date of notice being given by the OWNER/DEVELOPER to the Purchaser/s regarding completion of the said FLAT AND/OR UNIT the Purchaser/s shall take over possession of the said FLAT AND/OR UNIT upon making payment of all amounts agreed to be paid by the Purchaser/s in terms of this Agreement it being expressly agreed and declared that in no event the Purchaser/s shall be entitled to take over possession and/or claim possession until such time all amounts agreed to be paid by the Purchaser/s are paid and discharged but so far as the payment of municipal rates taxes and other outgoings (hereinafter referred to as the RATES AND TAXES) including payment of the maintenance charges (hereinafter referred to as the MAINTENANCE CHARGES) in respect of the said FLAT AND/OR UNIT is concerned that without prejudice to any other right which the OWNER/DEVELOPER may have the Purchaser/s assures and commits himself/herself/itself to make payment of such rates and taxes and maintenance charges payable in respect of the said FLAT AND/OR UNIT and the Properties Appurtenant thereto from the date of the letter of possession.

5.7 Request for up-gradation of materials and/or specification from the Purchaser/s will not be entertained at any stage of development as the

Developer has exclusive right for the design, orientation and lay out of the Project and in the event the Purchaser carries out or effect any changes which are in violation of Municipal laws and rules and such violation if attracts any penalty, such penalty shall be paid by the Purchaser and the Owner/Developer shall not be responsible in any manner whatsoever.

ARTICLE-VI
CONSIDERATIO
N AND
PAYMENT

TOTAL CONSIDERATION: Rs. /-(Rupees only) (CONSIDERATION AMOUNT).

For Flat / Unit : Rs. /-(Rupees only)

For Car Parking Space : Rs. /-(Rupees only)

The purchaser has agreed to and shall pay Service Tax and all other taxes now in force or if any such is imposed at any time after signing of this Agreement at the applicable rates in addition to the consideration amount.

6.2 Out of the total consideration the Purchaser has paid Rs...../-(Rupees.....) only and balance consideration amount shall be paid as per the progress of construction and /or in the manner as appearing in the SIXTH SCHEDULE (PART - I) hereunder written.

6.3 Time for payment shall always be the essence of the Contract. It would not be obligatory on the part of the OWNER/DEVELOPER to send any notice or letter calling upon the Purchaser/s to make payment of the amounts agreed to be paid by the Purchaser/s and in the event of any default on the part of the Purchaser/s in making payment of any of the amounts agreed to be paid in terms of this agreement then and in that event without prejudice to the right of the OWNER/DEVELOPER to determine this Agreement and/or any other right which the OWNER/ DEVELOPER may have the OWNER/DEVELOPER shall be entitled to claim interest at the rate of 18%(eighteen percent) per annum on all amounts remaining in arrears till such time the said amounts are recovered.

6.4 All payments shall be paid at the office of OWNER/DEVELOPER against proper receipts being

granted by the OWNER/DEVELOPER it being expressly agreed that the Purchaser/s shall not be entitled and agrees not to set up any oral agreement regarding the payments and due performance and observance of the terms and conditions herein contained.

6.5 At or before taking Possession of the said FLAT AND/OR UNIT in addition to the Consideration Amount and Other Charges, referred above, committed to be paid by the Purchaser/s the Purchaser/s shall be liable and has agreed to make the following deposits (the amounts to be paid is detailed in Part-II of the Sixth Schedule)

I.DEPOSITS: (The Deposits taken are on ad-hoc basis, however expenses incurred shall be at actual and the Purchaser make further deposits as may be required and as and when called upon by the OWNER/DEVELOPER .

Deposits on account of municipal rates and taxes in respect of the said Unit/FLAT AND/OR UNIT/Apartment

Maintenance deposit on the total super built up area of the said Unit/FLAT AND/OR UNIT/Apartment for meeting of COMMON EXPENSES.

II.EXTRAS (The extras taken are on ad-hoc basis, however expenses incurred shall be at actual and the Purchaser make further payments/extra amounts as may be required and as and when called upon by the OWNER/DEVELOPER .

On account of costs, charges and expenses for creating electrical infrastructure and providing electrical connection to the entire Complex and/or Block.

On account of costs, charges and expenses for providing Transformer including HT/LT connection, in the said Complex and/or Block.

On account of costs, charges and expenses for taking electrical connection for the project and other miscellaneous expenses, which are normally required.

Towards Generator installation charges

Towards airconditioning charges of the Flats /units.

In those cases where Sub Meter is to be provided the Purchaser/s shall be liable and has agreed to

ARTICLE-VII
HOLDING
ORGANISATION

make payment of all costs, charges and expenses for the purpose of obtaining such Sub-Meter including required deposit on actual basis. The purchase shall obtain individual electrical connection FLAT AND/OR UNIT at its own cost and expenses as may be required.

6.6 The Purchaser/s shall not claim possession or have possession of the said FLAT AND/OR UNIT unless and until he has paid the Consideration Amount and/or Other Charges and/or the Deposits and all other Charges as stated in these present.

7.1 The Purchaser/s acknowledges that it is necessary that a particular agency should be appointed as the Holding Organization and for the aforesaid purpose it has been agreed by and between the parties hereto that the OWNER/DEVELOPER shall appoint a Company for undertaking maintenance of the common parts and portions and for rendition of common services and the Purchaser/s agrees to abide by the rules and regulations framed by the said Holding Organization. The Purchaser herein agrees to and shall abide by the Rules and Regulation as formulated by the **Owner/Developer** with regard to maintenance services for the residential portions and the non residential portions.

7.2 The Purchaser/s agrees to regularly and punctually make payment of the proportionate share of municipal rates and taxes until such time the said FLAT AND/OR UNIT is mutated in the name of the Purchaser/s including the maintenance charges and/or service charges payable to the said Maintenance Company and/or Holding Organization.

7.3 The Purchaser/s further acknowledges that timely payment of the said maintenance charges is a must in as much as nonpayment thereof is likely to adversely affect the other FLAT AND/OR UNIT OWNER and/or cause disruption in the common services to be provided by the Maintenance Company and/or Holding Organization to other FLAT AND/OR UNIT OWNER and as such the Purchaser/s herein has agreed to regularly and punctually make payment of the said maintenance charges and in' the event of any default of the Purchaser/s in making payment of the maintenance and/or service charges and if such default continues for a period of two months then and in that event without prejudice to any other right which the OWNER/DEVELOPER and/or Holding Organization may have, the OWNER/DEVELOPER and/or Holding Organization shall be entitled to and the

Purchaser/s hereby consents to the OWNER/DEVELOPER and/or Holding Organization:

Disconnecting the supply of electricity.
Disconnecting the supply of water.
Preventing the use of lifts by the Purchaser/s and/or its visitors.
Withdraw all the common services to be provided by such Maintenance Company /Syndicate until such time all amounts lying in arrears are paid together with interest at the rate of 15% (Fifteen Percent) per annum.

7.4 The Purchaser/s agrees not to become a member of any other Syndicate/Maintenance Company/Holding Organization and to avail of the common services to be rendered by such Maintenance Company/Syndicate appointed by the OWNER/DEVELOPER and through none else.

ARTICLE-VIII
CLUB

The Owner/Developer proposes to provide a Club and /or recreational center for the Purchasers of Units at ORIENTAL PALMS and any other person/persons/organisations authorized and permitted by the Owner/Developer and the Purchaser shall have the right to use the same in common with each other without claiming any share/ ownership/ title / interest therein,

it being expressly agreed that the Club its access roads, accessories, equipments and proportionate share in the land pertaining to the club has been retained by the Owner/ Developer and shall not form part of the super built area of Oriental Palms.

Club membership:-

The Owner/Developer shall grant Rights to Members, including access to the Club Facility, in accordance with the Rules & Regulations as may be framed by the Owner/Developer. the purchaser shall be bound by the said rules and regulations and shall abide by the same and shall not raise any objection thereto. Membership does not confer upon a Member any ownership, interest, right, benefit or

title to or in any of the Facility or assets of the Club. No Member shall, by virtue of his/her Membership only, assume any liability of the Owner/Developer whether in respect of its property or assets.

The Owner/Developer may extend Club Rights to such persons/organisation and guests for such period as the Owner/Developer deems appropriate and in the interest of the Club.

The Owner/Developer may itself either withdraw any Memberships and/or General Admission options, or introduce additional categories of Membership from time to time, and determine the maximum number of Members in each category and the terms and conditions applicable thereto.

The opinion of the Owner/Developer shall be final in respect of all matter relating to the Club, its Rules & Regulations, admission of members, charges, annual or monthly charges etc.

The membership of the Club shall be in the name of individual residents of the Project only. However, if the owner of a Unit is other than an individual, it will be required to nominate the occupier of such Unit, who, for all purposes, will be treated as the member of the Club. The OWNER/DEVELOPER shall at its discretion induct and/or allow such other person or persons or organisations as members of the Club on such consideration as may be decided by the OWNER/DEVELOPER and the Purchaser shall not object to the same at any point of time

The Owner/Developer reserves the right to decide the amenities and facilities and/or the modifications thereto to be provided in the Club.

Club Charges: The Club Membership Charges, one-time payment, usage based charges including annual/monthly membership fees and/or subscription charges and /or operational costs/charges and /or additional facility charges shall be determined by the Owner/ Developer and/or any other person as may designated by the owner developer from time to time,

The Purchaser understands that the membership of the Club is Compulsory for every owner of the Units and each member shall have the right of use the Club and its facilities on payment of charges and observance of rules and regulations of the Club. No right or lien of any nature whatsoever will be created or deemed to be created in favour of members, in respect of the assets of the Club.

The detailed terms and conditions of membership and rules and regulations governing use of the Club facilities will be formulated and circulated in due course before or after the Club is made operational. The Purchaser shall abide by these rules and regulations

Running of the Club: The Club will be managed, operated and maintained by the Maintenance Company and/or by any other suitable arrangement as Owner/Developer may decide.

The Owner/Developer shall not be responsible for any injury, death or illness or any loss or damage to property whatsoever/ howsoever caused, sustained or incurred out of, or in any way connected with the use, whether proper or otherwise, of any of the Club Facility including the swimming pool, whether defective or otherwise. Specifically, it is an ongoing condition of Membership that Members:

understand that all sports and others recreational activities involve a certain amount of risk; assume and accept all risks related to participation by them and their families in activities

organized by the Club or undertaken in the Club Facility; grant permission to the Owner/Developer, the Club, Management, Staff of the Club to act on their behalf according to their best judgment in any emergency and agree that all and any costs incurred for the purposes shall be reimbursed indemnify the Owner/Developer in full against all claims, losses, damages, costs and expenses which Owner/Developer may suffer or incur as a result of or in connection with the breach by such Member, his Spouse (if any) or guests of any of these Rules and Regulations, or any applicable rules or regulations in use in any manner at the Club, and each Member shall forthwith on demand pay in full to the Owner/Developer as the case may be, such claims, losses, damages, costs and expenses.

The Owner/Vendor shall have the right to sell, assign, trade, and transfer the club area together with undivided proportionate share in the land to any third party of its choice and the purchaser shall not be entitled to raise any objection. Purchaser shall accept and be bound by such sale, exchange, assignment, or transfer and faithfully perform and carry out obligations under this agreement with provided however The right and membership of the purchaser shall remain unaffected.

ARTICLE-VIII

Time for payment and due performance and observance of the terms and conditions herein contained shall always remain as the essence of the contract.

In the event of the Purchaser/s failing to make payment of any amounts committed by him/her/it in terms of this agreement and/or failing to perform and observe any of the terms and conditions herein contained and on the part of the Purchaser/s to be paid, performed and observed and if such default shall continue for a period of more than 30 days (thirty) days then and in that event without prejudice to any other right which the

OWNER/DEVELOPER may have, the **OWNER/DEVELOPER** shall be entitled to terminate and/or determine this agreement with or without notice and without assigning any reason whatsoever or howsoever.

Upon the Purchaser/s committing default to make payment the **OWNER/DEVELOPER** shall have the sole discretion to termination and/or determination this agreement. Upon such termination and/or determination by the **OWNER/DEVELOPER** the Purchaser/s shall cease to have any right over and in respect of the said FLAT AND/OR UNIT and the properties appurtenant thereto or under this Agreement and upon such termination and/or determination the **OWNER/DEVELOPER** shall be entitled to forfeit a sum equivalent to 25% (Twenty Five percent) of the total amount of the consideration paid till the date of termination/determination of this agreement or Rs. 10,00,000.00 whichever is more, and at the date of the said termination the **OWNER/DEVELOPER** shall be entitled to enter into fresh agreement for sale and transfer of the said FLAT AND/OR UNIT and properties appurtenant thereto with a new Person, without any obstruction and/or hindrance from the Purchaser/s excepting that the Purchaser/s shall be entitled to receive refund of the Refundable Amount and such Refundable Amount shall be paid by the **OWNER/DEVELOPER** only after the **OWNER/DEVELOPER** has entered into an agreement for sale and transfer of the said FLAT AND/OR UNIT and the properties appurtenant thereto with any other person and/or persons and the new person has made a payment to the Owner/Developer equal to the amount to be refunded to the Purchaser(s) by the Owner/Developer and the Purchaser/s consents to the same.

ARTICLE-IX

9.1 NOMINATION: These presents is personal to the Purchaser/s and in the event of the Purchaser/s nominating any other person and/or persons in his/her place and stead for acquiring the said FLAT AND/OR UNIT, the Purchaser/s or the nominee and/or nominees shall be liable to pay to the OWNER/DEVELOPER Rs. 10,00,000.00 (Rupees Ten Lacs only) plus applicable service tax (hereinafter referred to as the NOMINATION COSTS) for all such nominations.

9.2 CANCELLATION: In case after booking and /or the agreement for sale the purchaser desires to cancel the booking he/she/it/they shall make such application in writing to the OWNER/DEVELOPER herein. Upon receipt of such application, the OWNER/DEVELOPER shall be entitled to rebook the FLAT AND/OR UNIT in the name of any other Purchaser/s and the refund to the Purchaser/s shall be made only after such booking amount is received and after deducting 25% (Twenty Five Percent) of total amount paid by the Purchaser(s) to the Owner/Developers or Rs. 10,00,000.00 (Rupees Ten Lacs only) which ever is more, and any other amounts that the Owner/Developer shall be entitled to deduct.

ARTICLE-X

For the purpose of this Article, the expression OWNER/DEVELOPER shall include the Holding Organization, wherever the context permits or requires:

10.1 The Purchaser/s has examined the PLAN under proper guidance and is acquainted with the Block and Complex that will be constructed on the Said Premises and the Purchaser/s has identified his requirement as stated in this Agreement and agrees that he shall neither have nor shall claim any right over any portion of the Block/Complex/Premises save and except the FLAT AND/OR UNIT and the properties appurtenant thereto.

10.2 The Purchaser/s admits and accepts that the OWNER/DEVELOPER shall have the first charge and/or lien over the FLAT AND/OR UNIT and the properties appurtenant thereto for all amounts remaining outstanding from the Purchaser/s.

10.3 The Purchaser/s admits and accepts that the OWNER/DEVELOPER and/or his employees and/or agents and/or contractors shall be entitled to use and utilize the Block Common Portions and the Complex Common Portions for movement of building

materials and for other purposes as may become necessary for completing the Construction of the Complex and/or extension thereof and the Purchaser/s shall not raise any objection in any manner whatsoever with regard thereto.

10.4 The Purchaser/s consents to appointment of the Maintenance Company/Holding Company by the OWNER/DEVELOPER and from the date of possession of the said FLAT AND/OR UNIT the Purchaser/s agrees and covenants:

a.) To Co-Operate With The Other Co-Purchaser/s and the OWNER/DEVELOPER / OWNER/DEVELOPER / Holding Company In The Management And Maintenance Of The Block/Complex.

b) TO OBSERVE the rules framed from time to time by the OWNER/DEVELOPER and/or the Holding Company and upon formation by the Association or Co-operative Society or Private Limited Company for quiet and peaceful enjoyment of the Complex as a decent place for living.

c) TO ALLOW the OWNER/DEVELOPER with or without workmen to enter into the said FLAT AND/OR 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 FLAT AND/OR UNIT and/or to make deposit on account thereof in the manner mentioned hereunder to or with the OWNER/DEVELOPER 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 irrespective of the Purchaser/s taking actual possession of the said FLAT AND/OR UNIT at a later date or the said FLAT AND/OR UNIT has been taken possession of or not by the Purchaser/s.

TO DEPOSIT the amounts reasonably required with the OWNER/DEVELOPER 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.

TO PAY charges for electricity in or relating to the said FLAT AND/OR UNIT wholly and proportionately relating to the COMMON PORTIONS.

TO PAY maintenance charges, both Fixed and Variable Charges, regularly as indicated in the SIXTH SCHEDULE below, on the basis of the bills as raised by the OWNER/DEVELOPER /OWNER/DEVELOPER /Maintenance Company/Holding Organization, as the case may be, without claiming any deduction or abatement in any manner or on any account, from the date of possession. The Purchaser/s further accepts and confirms that on default of payment of maintenance charges by the Purchaser/s, the OWNER/DEVELOPER shall have the right to disconnect the water/electricity connection to the said FLAT AND/OR UNIT.

NOT TO sub-divide the said FLAT AND/OR UNIT and/or the parking space or any portion thereof.

NOT TO do any act deed or thing or obstruct the construction or completion of the said building in any manner whatsoever and notwithstanding any temporary construction in the Purchaser/s enjoyment of the said FLAT AND/OR UNIT.

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.

NOT TO store or bring and allow to be stored and brought in the said FLAT AND/OR 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 the building, any fittings or fixtures thereof including windows, floors etc. in any manner.

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.

NOT TO fix or install air conditioners in the said FLAT AND/OR UNIT save and except at the places which have been specified in the said FLAT AND/OR UNIT in as much as the said FLAT AND/OR UNIT shall be equipped with air conditioning units however in the event of a breach the Purchaser shall pay Rs.2,00,000/- (Rupees Two Lakhs) only to the Owner/Vendor or Holding Organisation besides rectifying the breach committed and restoring the damaged portion to its original position.

NOT TO do or cause anything to be done in or around the said FLAT AND/OR 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 FLAT AND/OR UNIT or adjacent to the said FLAT AND/OR UNIT or in any manner interfere with the use and rights and enjoyment thereof or any open passages or amenities available for common use.

NOT TO damage or demolish or cause to be damaged or demolished the said FLAT AND/OR UNIT or any part thereof or the fittings and fixtures affixed thereto.

NOT TO close or permit the closing of verandahs or lounges or balconies or lobbies and common parts and also not to alter or permit any alteration in the elevation and outside colour scheme of the exposed walls of the verandahs, lounges or any external walls or the fences, of external doors and windows of the said FLAT AND/OR UNIT which in the opinion of the OWNER/DEVELOPER differs from the colour scheme of the building or deviation or which in the opinion of the OWNER/DEVELOPER may affect the elevation in respect of the exterior walls of the said building and in the event of a breach the Purchaser shall pay Rs.2,00,000/- (Rupees Two Lakhs) only to the Owner/Vendor or Holding Organisation besides rectifying the breach committed and restoring the damaged portion to its original position.

NOT TO install grills, box grills the design of which have not been suggested or approved by the Architect and in the event of a breach the Purchaser shall pay Rs.2,00,000/- (Rupees Two Lakhs) only to the Owner/Vendor or Holding Organisation besides rectifying the breach committed and restoring the damaged portion to its original position.

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 FLAT AND/OR UNIT or any part of the said building or cause increased premium to be payable in respect thereof if the building is insured.

NOT TO raise any objection whatsoever to the OWNER/DEVELOPER 'S/OWNER/DEVELOPER 'S dealing with all the unsold and open areas in the Complex in the manner as deemed fit and proper by the OWNER/DEVELOPER.

NOT TO make in the said FLAT AND/OR 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 OWNER/DEVELOPER and any concerned authority.

The Purchaser/s shall not fix or install any antenna on the roof or terrace of the said building nor shall fix any window antenna excepting at the place designated for the purpose.

NOT TO use the said FLAT AND/OR 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 OWNER/DEVELOPER and occupiers of the neighboring premises or for any illegal or immoral purpose or as a Boarding House, Club House, Nursing Home, Amusement or Entertainment Centre, Eating or Catering Place, Dispensary or a Meeting place or for any commercial or industrial activities whatsoever and similarly shall not keep in the car parking space, if allotted, anything other than private motor car and/or motor cycle in the two wheeler parking spaces and shall not raise or put up any kutchra 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 any putting any articles shall not be allowed in the parking space.

NOT TO claim any right whatsoever over and in respect of the COMMON PARTS AND PORTIONS in the Complex.

NOT TO use the allocated car parking space or permit the same to be used for any other purpose whatsoever other than parking of its own car.

NOT TO park car on the pathway or open spaces of the building or at any other place except the space allotted to it and shall use the pathways as would be directed by the OWNER/DEVELOPER .

TO ABIDE by such building rules and regulations as may be made applicable by the OWNER/DEVELOPER before the formation of the Holding Organization and after the holding organization is incorporated to comply with and/or adhere to the building rules and regulations of such holding organization.

TO ABIDE with the rules of the Club to be formed later by the Owner/Developer.

NOT TO claim partition of its undivided right, title and interest in the land attributable to the said FLAT AND/OR UNIT.

NOT TO place any signboard, hoarding, signage on the outer and / or inner wall except a reasonably sized nameplate outside the main door to the FLAT AND/OR UNIT.

10.5 The transfer shall be completed upon the OWNER/DEVELOPER causing execution and registration of the Transfer Deed in favour of the Purchaser/s.

10.6 Till formation of the Holding Company, subject to all FLAT AND/OR UNIT buyers paying the Common Expenses/Maintenance Charges, the OWNER/DEVELOPER shall be obliged to manage and maintain the Common Portions.

10.7 The OWNER/DEVELOPER shall render all necessary cooperation to the Purchaser/s for obtaining housing finance for purchase of the FLAT AND/OR UNIT and the properties appurtenant thereto, if required by the Purchaser/s.

10.8 Subject to the Purchaser/s paying the installments of the Total Consideration without any single instance of default and all other payments required to be made under this Agreement in time, the OWNER/DEVELOPER shall complete and finish the FLAT AND/OR UNIT and the properties appurtenant thereto within the time stipulated in this Agreement, unless prevented by force majeure.

ARTICLE-XI

The OWNER/DEVELOPER shall not be regarded in breach of any of the terms and conditions herein contained and on the part of the OWNER/DEVELOPER to be performed and observed if it is prevented by any of the conditions herein below:

Fire.

Natural calamity.

Tempest.

Labour unrest.

Any prohibitory order from the Courts, Kolkata Municipal Corporation and other authorities.

Any local problems/disturbances

Any other unavoidable circumstances beyond the control of the OWNER/DEVELOPER .

ARTICLE-XII

12.1 These presents supersedes all the earlier agreements, memorandums, brochures and/or arrangements between the Parties hereto and the parties hereto shall be bound by the terms and conditions herein contained.

12.2 These presents has/have been prepared in duplicate. The original of this Agreement has been made over to the Purchaser/s and it shall be the Obligation and responsibility of the Purchaser/s to cause this agreement to be registered upon making payment of the stamp duty and registration charges payable in respect thereof and upon notice being given the OWNER/DEVELOPER shall remain present to admit the execution thereof and in the event the OWNER/DEVELOPER being saddled with any liability on account of the stamp duty and registration charges the Purchaser/s has/have agreed to indemnify and keep the OWNER/DEVELOPER indemnified and saved harmless from and against all costs charges claims action suits and proceedings.

12.3 These presents is personal and the Purchaser/s shall not be entitled to transfer, let out, mortgage, grant lease in respect of the said FLAT AND/OR UNIT without the consent in writing of the OWNER/DEVELOPER until such time the full amount of consideration has been paid by the Purchaser/s to the OWNER/DEVELOPER and the Purchaser/s performing and observing all the other terms and conditions herein contained and on the part of the Purchaser/s to be performed and observed PROVIDED HOWEVER after the full payment of the entire consideration amount Together With all extras and deposits the Purchaser/s shall be entitled to let out, grant, lease and/or mortgage and/or in any way deal with the said FLAT AND/OR UNIT for which no further consent of the OWNER/DEVELOPER shall be required however stipulations, rules and or obligations as to payment of maintenance charges shall be applicable in terms of this agreement

12.4 The right of the Purchaser/s shall remain restricted to the said FLAT AND/OR UNIT and the Properties Appurtenant thereto and in no event the Purchaser/s shall be entitled and hereby agrees not to claim any right in respect of the other parts or portions of the said building and the said Premises.

12.5 The OWNER/DEVELOPER shall not be held responsible in any manner whatsoever in the event the complex and/or the block and/or the unit is

not completed or delayed due to non availability of steel & cement etc, delay in obtaining delivery of lifts, delay in obtaining electricity connection etc.

12.6 For the purpose of facilitating the construction of the said FLAT AND/OR UNIT in the aforesaid building the OWNER/DEVELOPER may apply for and obtain financial assistance from banks and other financial institutions.

12.7 The name of the COMPLEX shall be " ORIENTAL PALMS " and will not be changed.

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

12.9 The OWNER/DEVELOPER shall be entitled to all future vertical/lateral expansion of the said BLOCK and/or the complex by way of additional construction or otherwise and the Purchaser/s has agreed not to raise any objection in any manner whatsoever or howsoever and specifically authorises the Owner/Developer to carry out such expansion notwithstanding the fact that the Purchaser herein has agreed to purchase undivided share in the land together with the said Flat or Unit and upon such additional constructions being made the undivided variable share in the land and the share in the common parts and portions shall stand reduced.

These presents 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 by both the parties. The Purchaser/s acknowledges upon signing this agreement, no other conditions, stipulations, representations, guarantees or warranties have been made by the OWNER/DEVELOPER other than what is specifically set forth herein.

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 in the event of the OWNER/DEVELOPER being liable to make payment of any Sales Tax or Service Tax or any other statutory tax or duty or levy in respect of this Agreement, the Purchaser/s shall be liable and agrees to make payment of the same at or before taking over possession of the said FLAT AND/OR UNIT.

If any provision of these presents or the application thereof, to any circumstance, shall be invalid or unenforceable to some extent, the remainder of this Agreement shall not be affected thereby and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by the law. If any such provision is so held to be invalid, illegal and unenforceable, the Parties hereto undertake to use their best efforts to reach a mutually acceptable alternative to give effect to such provision in a manner, which is not invalid, illegal and unenforceable.

The OWNER/DEVELOPER shall have exclusive right over all open areas, unsold constructed areas within the premises as well as the area/s and/or portion/s and/or part/s of the premises separately held and/or occupied by the OWNER/DEVELOPER herein at and under the premises, which are not specifically allotted to any other person/s. It is pertinent hereto mention that the OWNER/DEVELOPER herein is/are holding and/or possessing and/or seizing demarcated and specified portion at the premises which is to be used, occupied, enjoyed, possessed and held by the OWNER/DEVELOPER herein and/or its/his/her assigns, representatives and/or transferee/s in the same manner as an OWNER/DEVELOPER can use, occupy, seize, possess and have free from all objection/s and/or claim and/or demand from any the Purchaser/s herein and/or any person whomsoever representing any person/s and the OWNER/DEVELOPER herein accordingly shall have the right, title and interest at and upon all ingress and/or egress of the all phases of the project hereof and/or the premises and or the complex , larger and smaller in every manner whatever available thereto.

The hoarding of ORIENTAL PALMS may be erected in any of the BLOCK inside the Complex.

ARTICLE-XIII

13.1 The Advocate nominated by the OWNER/DEVELOPER shall draw all papers, documents

and drafts required for and/or in connection with the various common purposes relating to the said building and formation of the association or Co-operative Society or Private Limited Company as envisaged herein and such documents containing covenants to be observed on the part of the parties hereto as in the sole direction of the said Advocates' be determined to be reasonable and the costs and expenses of the same shall be borne and paid by the Purchaser/s as follows.

13.2 The Purchaser/s shall on or before the execution of this agreement pay Rs...../- (Rupees) only towards the fee for the preparation of this agreement.

13.3 Stamp duty, registration charges and other incidental expenses and/or in relation to conveyance of the said FLAT AND/OR 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/s.

13.4 At or before taking delivery of possession the Purchaser/s shall also pay the estimated cost and expenses to cover the aforesaid stamp duty, registration charges and other incidental expenses and/ or in relation to Registration of Deed of Conveyance of the said FLAT AND/OR UNIT and Rs...../- (Rupees) only also for preparation of the Deed of Conveyance.

ARTICLE-XIV

14. 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 acknowledgement due at the last known address of the parties hereto.

ARTICLE-XV

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 by the arbitrator appointed by the OWNER/DEVELOPER under the provisions of the Arbitration and Conciliation Act, 1996.

ARTICLE-XVI

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16.1 In connection with the aforesaid arbitration proceedings and all other proceedings the courts in Kolkata only shall entertain and try all actions, suits and proceeding arising out of this agreement.

THE FIRST SCHEDULE (TITLE)

1. Sk. Adam and Mst. Fatima Boo were jointly well and sufficiently used and possessed their ancestral property All That piece and parcel of land measuring about 3 Bighas 4 Chittacks, a little more or less fully covered by tenanted Tin shed structure lying situate and being premises No.150A, Dr. Suresh Chandra Banerjee Road, P.S. Beliaghata, Kolkata-700 010.
2. The said Mst. Fatima widow of Ibrahim died intestate leaving behind her the only legal heirs the said Sk. Adam and his only daughter Hoosaina Bai.
3. The said Sk. Adam since deceased well and sufficiently used and possessed the all properties including the schedule property mentioned below by paying taxes before the Calcutta Corporation.
4. The said Sk. Adam died intestate leaving behind his only daughter Hoosaina Bai, Sk.Adam.
5. The said Hoosaina Bai died intestate on 02.03.2001 leaving behind her four sons namely (1) Zoeb A. Bengali (2) Rajab A. Bengali (3) Mohammed A. Bengali (4) Shabbir Bengaliwala and one daughter namely (5) TARA EKHLAS who entitled to inherit her all belongings including the schedule property.

6. The said Zoeb A. Bengali died intestate on 26.05.2003 leaving behind his wife, three sons and two daughters namely (1) Zulekha Z. Bengali (2) Arif Z. Bengali (3) Hasan Zoeb Bengali (4) Abbas Bengali (5) Amber Lokhandwala and (6) Amama Yusuf Sharafali Esufali as his legal heirs who became entitled to inherit all his estate and properties
7. Hasan Zoeb Bengali died intestate on 11.05.2010 leaving his surviving wife Zahabia Zainy , daughter Batul Zainy and son Adnan Zainy as his legal heirs.
8. The said Rajab A. Bengali died intestate on 03.01.1985 leaving behind him wife one son and two daughters namely (1) Sakina R. Bengali (2) Ammar Bengali (3) Umeaiman Q. Basrai and (4) Bazar Juzar Mama as his legal heirs who became entitled to entire his all estate and properties.
9. The said Tara Ekhlas died intestate on 01.08. 1995 leaving behind her the only son namely Hozaiifa Ekhlas as her only legal heirs who became entitled to inherit her all his all estate and properties.
10. Mohammed A. Bengali died intestate on 05.01.2011 leaving him surviving wife Zulekha Bengali, son Shabbir Bengali and daughter Bushaina M. Doola as his sole legal heirs .
11. The said Zulekha Z. Bengali, Arif Zoeb Bengali, Zahabiya Hasan Zainy, Batul Hasan Zainy, Adnan Hasan Zainy, Abbas Bengali, Amber Shaukat Lokhandwala, Amama Yusuf Sharafali Esufali, Sakina Rajab Bengali, Ammar Bengali, Umeaimen Qureysh Basrai, Bazat Juzar Mama, Zulekha M. Bengali, Shabbir Bengali, Bushiana M. Doola, Shabbir Bengaliwalla, Hozaiifa Huseni Ekhlas by a Deed of Conveyance dated 14th September, 2012 sold, transferred

and conveyed on as is where is basis ALL THAT land measuring 3 Bighas 4 Chittacks together with Tin shed structures fully tenanted erected thereon lying and situate at premises No.150A, Dr. Suresh Chandra Banerjee Road, P.S. Beliaghata, Kolkata-700010 unto and in favour of the Owner/Developer herein and the said Deed of Conveyance was duly executed before the Additional District Sub Registrar, Sealdah and recorded in Book No.I, CD Volume No.6, Pages from 8998 to 9023 being No.02817 for the year 2012.

THE SECOND SCHEDULE ABOVE REFERRED TO
(THE ENTIRE PREMISES)

ALL THAT piece or parcel of Bastu land measuring 3 Bigha 4 Chittacks be the same a little more or less together with more than 100 years old tin shed tenanted structure erected thereon lying and situate at Municipal Premises No.150A, Beliaghata Main Road, now known as 150A, Dr.Suresh Chandra Banerjee Road, Kolkata-700010, ADSR Sealdah Dihi Panchannagram, Touzi No. previously 1298 at present 2833 of Alipore collectorate Division 3, Sub Division 15, Holding Nos. 15, 16, 18, P.S.Beliaghata, Kolkata-700 010 within Ward No.34 of the Kolkata Municipal Corporation

ON THE NORTH : Dr. Suresh Chandra Banerjee Road
ON THE SOUTH : Partly by Premises No. 150/19, 150/3/H/1 and 150/18 Dr.

ON THE EAST : Partly by 140, 140/1, 142, 143/1, 143/2, 144, 144/1, 145/A,

146/A, 149/1, 149 Dr. Suresh Chandra Banerjee Road

ON THE WEST : Partly by 150/B, 150 Dr. Suresh Chandra Banerjee Road.

THE THIRD SCHEDULE
ABOVE REFERRED TO:
(FLAT AND/OR UNIT)

ALL THAT piece and parcel of the FLAT AND/OR UNIT no. on the Floor of the building being Block-..... containing by estimation an area of Square Feet (Super built-up) be the same a little more or less Together with right to park one Open/Covered/Basement/ Mechanised Dual Car Parking Space No. TOGETHER WITH the variable undivided proportionate share or interest in the land directly underneath and forming part of the said Block/ Building AND TOGETHER WITH the proportionate share in all common parts portions areas and facilities as mentioned in the Fifth Schedule.

THE FOURTH
SCHEDULE
(SPECIFICATIONS)

Flooring : Vitrified Tiles
Kitchen : Granite slab with steel sink
Sanitary Fittings : Jaquar, Kohler or equivalent make, Ceramic Tiles upto door height, CP fittings of Jaquar or equivalent make.
Doors : Wooden Flush Doors with Godrej or equivalent make locks.
Windows : Aluminium windows.
Walls : Plaster of Paris finish
Electrical : Airconditioned appartments, Cable TV points, Modular switches of reputed brands

THE FIFTH SCHEDULE
PART I
RESIDENTIAL AREA
COMMON PARTS and
PORTIONS COMPLEX.

(a) Entrance and exits to the premises and the Building, (b) Boundary wall and main gates of the premises,
(c) Staircase and lobbies on all floors of the Building,
(d) Entrance lobby,
(e) Lifts
(f) Drainage and sewerage lines and other installations for the same
(g) water supply system
(h) water pumps
(i) underground and overhead water tanks together with all plumbing installations for carriage of water
(j) all fire fighting systems and equipments
(k) electrical wiring and other fittings
(l) lightings for the common portions
(m) electrical installations relating to receiving of electricity from the suppliers and meters for receiving the electricity supply
(n) such other common parts, areas, equipments, installations, fittings, fixtures and spaces in or about the premises and the building as are necessary for passage to and/or use of units in common by the residential occupants

THE FIFTH SCHEDULE
PART II
COMMERCIAL AREA
COMMON PARTS and
PORTIONS COMPLEX
.

(a) Entrance and exits to the premises and the Building, (b) Boundary wall and main gates of the premises,
(c) Staircase and lobbies on all floors of the Building,
(d) Entrance lobby,
(e) Lifts
(f) Drainage and sewerage lines and other installations for the same
(g) water supply system
(h) water pumps
(i) underground and overhead water tanks together with all plumbing installations for carriage of water
(j) all fire fighting systems and equipments
(k) electrical wiring and other fittings
(l) lightings for the common portions
(m) electrical installations relating to receiving of electricity from the suppliers and meters for receiving the electricity supply
(n) such other common parts, areas, equipments, installations, fittings, fixtures and spaces in or about the premises and the building as are necessary for passage to and/or use of units in common by the commercial occupants

THE SIXTH SCHEDULE
(CONSIDERATION AND
PAYMENT

PART - I SCHEDULE OF PAYMENTS

At the time of Booking and signing of these presents 10% of the total amount.
Within One month from date 15% of the total amount.
On completion of piling of the concerned Block 5% of the total amount.
On completion of the Basement of the concerned Block 5% of the total amount.
On completion of the casting of the 2nd floor 5% of the total amount.
On completion of the casting of the 4th floor 5% of the total amount.
On completion of the casting of the 6th floor 5% of the total amount.

On completion of the casting of the 8th floor 5% of the total amount.
 On completion of the casting of the 10th floor 5% of the total amount.
 On completion of the casting of the 12th floor 5% of the total amount.
 On completion of the casting of the 14th floor 5% of the total amount.
 On completion of the casting of the 16th floor 5% of the total amount.
 On completion of the casting of the top floor 5% of the total amount.
 On completion of the brickwork of the flat 5% of the total amount.
 On completion of the lift and generator of the concerned block 5% of the total amount.
 On Possession 10% of the total amount.

DEPOSITS

RS /- On account of municipal rates and taxes in respect of the said Unit/FLAT AND/OR UNIT/Apartment

RS 25 per sq.ft. On account of Deposit for Municipal Taxes on the total super built up area of the said Unit/FLAT AND/OR UNIT/Apartment for meeting of COMMON EXPENSES to be paid at the time of taking possession of the Unit

RS 30 per sq.ft. On account of Advance Maintenance on the total super built up area of the said Unit/FLAT AND/OR UNIT/Apartment for meeting of COMMON EXPENSES to be paid at the time of taking possession of the Unit

RS 25 per sq.ft. On account of Sinking Fund on the total super built up area of the said Unit/FLAT AND/OR UNIT/Apartment for meeting of COMMON EXPENSES to be paid at the time of taking possession of the Unit

EXTRAS

RS /- On account of costs, charges and expenses for creating electrical infrastructure and providing electrical connection providing Transformer including HT/LT connection, to the entire Complex and/or Block.

RS /- On account of costs, charges and expenses for taking electrical connection for the project and other miscellaneous expenses, which are normally required.

RS /- Towards Generator installation charges

RS /- Towards Airconditioning of the Flat charges.

Municipal Rates and Taxes

RS /- House Tax/Mutation fees and other taxes and duties etc. or other statutory liabilities as would be applicable (present and future).

Proportionate charges for stamp fees, registration charges and incidental for registration of the transfer of documents in the name of the Association or the Co-operative Society or Private Limited Company shall be such as may be determined by the OWNER/DEVELOPER before making over the possession.

Proportionate of the costs and fees towards preparation and completing all documents and papers in relation to formation of Association/Co-operative Society/Private Limited Company for completing transfer.

PART - II DEPOSITS

A Deposits on account of municipal rates and taxes in respect of the said Unit/FLAT AND/OR UNIT/Apartment

B Maintenance deposit on the total super built up area of the said Unit/FLAT AND/OR UNIT/Apartment for meeting of COMMON EXPENSES.

EXTRAS

On account of costs, charges and expenses for creating electrical infrastructure and providing electrical connection providing Transformer including HT/LT

connection, to the entire Complex and/or Block.

On account of costs, charges and expenses for taking electrical connection for the project and other miscellaneous expenses, which are normally required.

On account of providing airconditioning to the specific Flat/Unit

Towards Generator installation charges

Municipal Rates and Taxes

House Tax/Mutation fees and other taxes and duties etc. or other statutory liabilities as would be applicable (present and future).

Proportionate charges for stamp fees, registration charges and incidental for registration of the transfer of documents in the name of the Association or the Co-operative Society or Private Limited Company shall be such as may be determined by the OWNER/DEVELOPER before making over the possession.

Proportionate of the costs and fees towards preparation and completing all documents and papers in relation to formation of Association/Co-operative Society/Private Limited Company for completing transfer.

Proportionate charges for formation of Association/Co-operative Society/Private Limited Company (including share money) extra at actual

THE
SEVENTH
SCHEDULE

(COMMON EXPENSES)

Establishment and all other capital and operational expenses of the Holding Company.

All charges and deposits for supply, operation and maintenance of common utilities.

All charges and expenses for deployment/engaging and appointment of security service agency and /or personnel and all allied expensed connected and/or incidental thereto.

All charges for the electricity consumed for the operation of the common machinery and equipment.

All expenses for insuring the Complex, inter alia, against earthquake, flood, rain, fire, mob violence, damages, civil commotion, etc.

All litigation expenses incurred for the common purposes and relating to common use and enjoyment of the Block Common Portions at the Block level and/or Complex Common Portions at the Complex level.

All costs for maintaining, operating, replacing, repairing, white-washing, painting, decorating, re-decorating, re-building, re-constructing, lighting and renovating the Block Common Portions at the Block level and/or Complex Common Portions at the Complex level, including the exterior or interior (but not inside any FLAT AND/OR UNIT) walls of the Blocks.

All expenses for running and operating all machinery, equipments and installations comprised in the Block Common Portions at the Block level and/or Complex Common Portion at the Complex level, including fire safety equipment, rain water harvesting equipment if any, solar panels if any, sewerage plants if any, lifts, Generator if any, changeover switches, CC TV if any, EPABX if any, pumps and other common installations including, their license fees, taxes and other levies (if any) and expenses ancillary or incidental thereto and the lights of the Block Common

Portions at the Block level and/or
Complex Common Portion at the
Complex level.

Municipal Tax, surcharge,
Multistoried Building Tax, Water
Tax, generator taxes, pollution
fees, tube well charges if any,
lift licence fees, fire NOC charges
and other levies in respect of the
Block at the Block level and in
respect of the Complex at Complex
level save those separately
assessed on the Purchaser/s.

The salaries of and all other
expenses on the staff to be
employed for the Common Purposes,
viz. manager, accountants,
caretaker, clerks, security
personnel, liftmen, sweepers,
plumbers, electricians, gardeners
etc. including their perquisites,
bonus and other emoluments and
benefits.

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

SIGNED AND DELIVERED BY THE
OWNER/DEVELOPER
AT KOLKATA IN THE PRESENCE OF:
WITNESSES:
1.
2.

SIGNED AND DELIVERED BY THE
PURCHASER/S
AT KOLKATA IN THE PRESENCE OF:
WITNESSES:
1.
2.