



MEMORANDUM OF AGREEMENT FOR

FLAT NO. \_\_\_\_\_ BLOCK \_\_\_\_\_

**BETWEEN**

**IDEAL REAL ESTATES PRIVATE LIMITED**  
..... **SELLER**

**AND**

---

..... **PURCHASER**

**R. Ginodia & Co.**  
**Advocates**  
7C, Kiran Shankar Roy Road,  
Kolkata 700 001.

**MEMORANDUM OF AGREEMENT FOR SALE** made at Kolkata on this \_\_\_\_\_ day of \_\_\_\_\_  
two thousand and \_\_\_\_\_ **BETWEEN IDEAL REAL ESTATES PRIVATE LIMITED**, a company  
within the meaning of the Companies Act, 1956 having its registered office at 50, Jawaharlal Nehru  
Road, Kolkata-700071 and having Income Tax Permanent Account Number AAACD9025H and  
hereinafter referred to as "**the Seller**" (which expression shall unless excluded by or repugnant to the

subject or context be deemed to mean and include its successors-in-interest and assigns) of the **ONE PART AND** \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

hereinafter referred to as “**the Purchaser**” of the **OTHER PART-**

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

- A. The following terms and expressions shall in these presents have the respective meanings assigned to them herein-below, unless the same be contrary or repugnant to the subject or context :
- A.1 **ADDITIONAL PAYMENTS** shall mean the additional payments mentioned in **Part-I** of the **Fourth Schedule** hereto which are to be paid by the Purchaser to the Seller in addition to the Agreed Consideration and shall also include any other additional amounts that may be required to be paid by the Purchaser;
- A.2 **AGREED CONSIDERATION** shall mean the consideration mentioned in **Part-I** of the **Third Schedule** hereto payable by the Purchaser to the Seller for acquiring the said Flat Unit;
- A.3 **ARCHITECTS** shall mean Architect Hafeez Contractor of 29, Bank Street, Fort, Mumbai 400023 and/or Sanon Sen & Associates Private Limited of 5, Russel Street, Kolkata 700071 who have been appointed as the architects for Buildings by the Seller and/or such other Architect(s) whom the Seller may from time to time appoint as the Architect(s) for the Buildings;
- A.4 **ASSOCIATION** shall mean the Association, Syndicate, Committee, Body, Society or Company which would comprise the representatives of all the owners/buyers of Flat Units and which shall be formed or incorporated at the instance of the Seller for the Common Purposes with such rules and regulations as shall be framed by the Seller;
- A.5 **BUILDINGS** shall mean the 5 (five) Nos. of Buildings named Block-A, Block-B, Block-C, Block-D and Block-E consisting of basement floors, ground floor and twenty one upper floors and other structures to be constructed on the Premises by the Seller in terms of the Plans as also the other constructions and structures that may be constructed on the Premises by the Seller from time to time;
- A.6 **BUILT-UP AREA** in relation to a flat shall mean the plinth area of that flat (including the area of balconies, and servants quarter, if any, appurtenant thereto) and also the thickness of the walls (external and internal), the columns and pillars therein.
- A.7 **COMMON EXPENSES** shall include all expenses for the management, maintenance and upkeep of the Buildings, the Common Portions therein and the Premises and the expenses for Common Purposes as mentioned in **Part-II** of the **Fifth Schedule** hereto;
- A.8 **COMMON PORTIONS** shall mean the common areas, facilities and installations in the Buildings and the Premises which are mentioned in **Part-I** of the **Fifth Schedule** hereto;
- A.9 **COMMON PURPOSES** shall include the purpose of maintaining and managing the Premises, the Buildings and in particular the Common Portions, rendition of services in common to the Flat Owners, collection and disbursement of the Common Expenses and dealing with the

matters of common interest of the Flat Owners and relating to their mutual rights and obligations for the beneficial use and enjoyment of their respective Flats exclusively and the Common Portions in common;

- A.10 **CORPORATION** shall mean the Kolkata Municipal Corporation and its different departments and officers and shall also include other concerned authorities that may recommend, approve, sanction, modify, extend and/or revise the Plans;
- A.11 **DATE OF POSSESSION** shall mean the date on which the Purchaser takes actual physical possession of the said Flat after discharging all liabilities and obligations;
- A.12 **DATE OF COMMENCEMENT OF LIABILITIES** shall mean the date after expiry of the 15 days from the date of the Possession Notice (defined under Clause 6.1 below);
- A.13 **DEED OF CONVEYANCE** shall mean the Deed of Conveyance to be executed by the Seller in favour of the Purchaser in respect of the said Flat Unit upon the Purchaser complying with all of the Purchaser's obligations, paying and depositing all amounts in time and not committing any breach or default;
- A.14 **DEPOSITS** shall mean the deposits to be made by the Purchaser with the Seller as mentioned in **Part-II** of the **Fourth Schedule** hereto and shall also include any other amount that the Seller may require the Purchaser to deposit;
- A.15 **FLAT** shall mean any residential flat with servant quarter appurtenant thereto as also Open Terrace Garden Area, if any appurtenant thereto or any other covered space in the Buildings which is capable of being exclusively owned, used and/or enjoyed;
- A.16 **FLAT OWNERS** shall, according to its context, mean all purchasers and/or intending purchasers of different Flats in the Buildings including the Seller in respect of such Flats as are not alienated and/or not agreed to be alienated for the time being by the Seller;
- A.17 **FLAT UNIT** shall mean any flat and/or other covered space in the Buildings which is capable of being exclusively owned, used and enjoyed by any Flat Owner, the right, if any, to park car in a Parking Space, the undivided impartible variable proportionate share or interest in the Common Portions with right to use and enjoy the same in common and wherever the context so intends or permits, shall include the Undivided Share attributable to such Flat;
- A.18 **FORCE MAJEURE** shall include natural calamities, Acts of God, floods, earthquakes, riots, wars, storms, cyclones, tempests, fire, civil commotion, civil wars, air raids, general strikes, lockouts, transport strikes, shortage or unavailability of construction materials, acquisitions, requisitions, notices or prohibitory orders from Corporation or any other statutory body or any Court, government action or regulations, new and/or changes in municipal or other rules, laws or policies affecting or likely to affect the Project, and/or any reasons/circumstances beyond the control of the Seller;
- A.19 **LAND** shall mean the land measuring about 11 bighas 9 cottahs 10 chittacks and 42 square feet more or less comprised in the Premises;
- A.20 **MAINTENANCE AGENCY** shall mean the Seller itself or any agency appointed by the Seller for maintenance and shall mean the Association after it is handed over the maintenance of the Buildings;
- A.21 **MAINTENANCE CHARGES** shall mean the proportionate amount of Common Expenses payable monthly by the Purchaser to the Maintenance Agency;
- A.22 **MAINTENANCE DEPOSIT** shall mean interest free Deposit as security for payment of Common Expenses/Maintenance Charges, which shall be handed over to the Association, upon formation;

- A.23 **OPEN TERRACE GARDEN AREAS** shall mean the open terrace areas on certain floors of the Buildings each of which shall be attached and appurtenant only to a specified Flat and shall be owned and be exclusively used by the occupants of such Flat for the purpose of garden only;
- A.24 **PARKING SPACES** shall mean the spaces in the two basement floors and the ground floor of the Buildings as also in the open space surrounding or adjacent to the Buildings that may be earmarked by the Seller for parking cars;
- A.25 **PLAN/PLANS** shall mean the plans of the Buildings, sanctioned and approved by the Kolkata Municipal Corporation and shall also, wherever the context permits, include such plans, drawings, designs, elevations and specifications as are prepared by the Architects including variations/modifications/alterations therein that may be made by the Seller, if any, as well as all revisions, renewals and extensions, if any;
- A.26 **PREMISES** shall mean the land measuring about 11 bighas 9 cottahs 10 chittacks and 42 square feet more or less being Municipal Premises No. 21, Pramatha Chowdhury Sarani (after amalgamation of Municipal Premises No. 21A, Pramatha Chowdhury Sarani with Municipal Premises No. 21, Pramatha Chowdhury Sarani), Police Station New Alipore, Kolkata – 700 053, within Ward No. 81 of the Kolkata Municipal Corporation, Sub-Registration District Alipore, District South 24 Parganas and more fully described in the **First Schedule** hereto and shall also include, wherever the context permits, the Buildings to be constructed thereon;
- A.27 **PROJECT** shall mean the work of development of the Premises, construction and completion of the Buildings, marketing and sale of the Flats and other rights, handing over of possession of the completed flats to the Flat Owners and execution and registration of the Deeds of Conveyance in favour of the Flat Owners;
- A.28 **PROJECT ADVOCATES** shall mean R. Ginodia & Co., Advocates of 4E & F, Hastings Chambers, 7C, Kiran Shankar Roy Road, Kolkata-700 001 who have been appointed by the Seller and have prepared this Memorandum of Agreement for Sale and who shall prepare all legal documentation regarding the development, construction, sale and transfer of the Premises, the Buildings and the Flat Units therein, including the Deeds of Conveyance;
- A.29 **PROPORTIONATE** with all its cognate variations shall mean such ratio as the Built-up Area of any Flat or Flats be in relation to the Built-up Area of all the Flats in the Buildings;
- A.30 **PURCHASER** shall mean and include:
- (a) If he/she be an individual, then his/her respective heirs, executors, administrators, legal representatives and permitted assigns;
  - (b) If it be a Hindu Undivided Family, then its members for the time being and their respective heirs, executors, administrators, legal representatives and permitted assigns;
  - (c) If it be a Company or a Limited Liability Partnership, then its successor or successors in interest and permitted assigns;
  - (d) If it be a Partnership Firm under the Indian Partnership Act, 1932, then its partners from time to time and their respective heirs, executors, administrators, legal representatives and permitted assigns;
  - (e) If it be a Trust, then its Trustees for the time being and their successor(s)-in-office and permitted assigns;
- A.31 **RIGHTS ON PURCHASER'S DEFAULT** shall mean the rights mentioned in the **Ninth Schedule** hereto to which the Seller shall be entitled in case of any default or breach by the Purchaser;
- A.32 **SAID PARKING SPACE** shall mean the right to park car(s), if any, described in **Part-II** of the **Second Schedule** hereto;

- A.33 **SAID FLAT** shall mean the Flat together with servant quarter appurtenant thereto as also Open Terrace Garden Area, if any appurtenant thereto and described in **Part-I** of the **Second Schedule** hereto;
- A.34 **SAID FLAT UNIT** shall mean the said Flat, the said Parking Space, (if any), the proportionate variable undivided indivisible and impartible share or interest in the Common Portions with right to use and enjoy the same in common and wherever the context so intends or permits, shall include the said Undivided Share;
- A.35 **SAID OPEN TERRACE GARDEN AREA** shall mean the Open Terrace Garden Area, if so mentioned in **Part-I** of the **Second Schedule** hereto and delineated on the plan annexed hereto in **Green** colour;
- A.36 **SAID UNDIVIDED SHARE** shall mean the proportionate variable undivided indivisible and impartible share or interest in the land comprised in the Premises which is attributable to the said Flat;
- A.37 **SUPER BUILT-UP AREA** of the said Flat Unit shall be applicable for the purpose of calculation of the liabilities of the Purchaser including for municipal taxes, maintenance charges, deposits, etc. and it shall be calculated in the manner that the built-up area of the said Flat is less than the super built-up area of the said Flat by twenty seven per cent;
- A.38 **UNDIVIDED SHARE** in relation to a flat shall mean the proportionate variable undivided indivisible and impartible share or interest in the land comprised in the Premises which is attributable to the flat concerned;
- A.39 **MASCULINE GENDER** used in this Memorandum shall include the feminine and neuter gender and vice versa and **SINGULAR NUMBER** shall include the plural and vice versa.
- B. The Seller is the absolute lawful owner of the Premises. Devolution of title of the Seller in respect of the Premises is mentioned in the **Tenth Schedule** hereto.
- C. The Purchaser approached the Seller for being allotted for purchase the said Flat Unit and the Seller agreed to make such allotment on certain terms and conditions that have been agreed to by the parties and are being recorded in writing herein.

**NOW IT IS HEREBY DECLARED THAT THE PARTIES HERETO HAVE AGREED** as follows:

**1. Allotment**

- 1.1 The Purchaser agrees to be allotted for purchase and the Seller agrees to allot to the Purchaser the said Flat Unit free from all encumbrances on the terms and conditions recorded herein.
- 1.2 The Purchaser shall pay the Agreed Consideration, Additional Payments and Deposits in the manner specified herein and the said Flat Unit shall be deemed to have been allotted to the Purchaser subject to the Purchaser first complying with and/or performing the terms, conditions, covenants and obligations required to be complied with and/or performed on the part of the Purchaser hereunder or by law.
- 1.3 After completion of allotment as mentioned above, the Seller shall execute the Deed of Conveyance in favour of the Purchaser in respect of the said Flat Unit in the manner stated herein.

**2. Title & Plans**

- 2.1. The Purchaser has independently examined or caused to be examined and is fully aware of and thoroughly satisfied about the following:

- a) The title of the Premises and the documents relating thereto;
  - b) The Plans sanctioned by the Corporation and the necessary approvals and permissions;
  - c) The right title and interest of the Seller in respect of the Premises; and
  - d) The Built-up Area and the Super Built-up Area of said Flat.
- 2.2 The Purchaser undertakes and covenants not to raise henceforth any objection or make any requisition regarding the above and also waives the right, if any, to do so.

### **3. Construction**

- 3.1 The construction of the Buildings including the said Flat and the Common Portions shall be done by the Seller.
- 3.2 The Seller shall construct the Buildings as per the Plans and the applicable rules and regulations and shall use good quality materials and proper workmanship. The Buildings and the Common Portions shall be constructed and completed as per specifications mentioned in the **Sixth Schedule** hereto.
- 3.3 The Built-Up Area of the said Flat is tentative and is subject to final determination on completion and finishing of the said Flat. The Purchaser confirms, accepts and assures that the decision of any of the Architects appointed by the Seller regarding the Built-up Area of the said Flat shall be final and binding on the Purchaser and the Purchaser shall not be entitled to question and challenge the same at any time or under any circumstances. In case of variation in built-up area, the super built-up area shall also correspondingly stand varied.
- 3.4 The Seller shall be entitled to make such changes, modifications, additions, alterations and/or variations regarding the construction and the specifications of the Buildings, the Common Portions and/or the said Flat as may be deemed necessary by the Seller and/or as may be required by any authority including the Corporation in consultation with any of the Architects and the same shall be within permissible and/or prevailing norms. The Purchaser agrees and covenants not to raise any claim or objection in this regard at any time.
- 3.5 The decision of any of the Architects regarding the quality and specifications of the materials and the workmanship regarding construction shall be final and binding on the parties.
- 3.6 The Purchaser shall not, either before or after delivery of possession of the said Flat Unit to the Purchaser, for any reason whatsoever, directly or indirectly, at any time make or cause any obstruction, interruption, hindrance, impediment, interference or objection in any manner relating to or concerning the construction or completion of the Buildings by the Seller and/or the transfer, sale or disposal of any flat or portion of the Buildings and/or any right therein, notwithstanding there being temporary inconvenience in the use and enjoyment of the said Flat Unit by the Purchaser. In default, the Purchaser shall be responsible and liable for all losses and damages which the Seller may suffer in this regard.
- 3.7 The Seller shall, until handing over the possession of all the Flats, be entitled to all future vertical and horizontal exploitation of the Buildings and/or the Premises by way of additional/further construction in the Premises including by raising of any additional floor/storey/construction over the roofs of the Buildings and shall at its absolute discretion be entitled to make from time to time additions or alterations to or in the Buildings and/or the Common Portions and shall be entitled to deal with and dispose of all of the above in any manner whatsoever and for such purpose the Seller is entitled to shift any part of the Common Portions (including common installations like lift machine room and the water tank) to the ultimate roofs and also to make available the Common Portions and all utility connections and facilities to the additional/further constructions. The Purchaser shall not have any right whatsoever in the additional/further constructions and covenants not to raise any objection, hindrance or claim in respect of any the above and/or in respect of any temporary inconvenience that may be suffered

by the Purchaser because of the same. The Seller shall , if required, obtain necessary permission / sanction from the concerned authorities regarding the above or get the same regularized/ approved.

#### **4. Consideration**

- 4.1 The Agreed Consideration for transfer of the said Flat Unit is mentioned in **Part I** of the **Third Schedule** hereto and shall be paid by the Purchaser to the Seller in accordance with the **Payment Schedule** mentioned in **Part II** of the **Third Schedule** hereto. The Agreed Consideration for the sale of the said Flat Unit shall vary only in the event of any variation of the Built-up Area of the said Flat and neither the said Undivided Share nor the undivided share or interest in the Common Portions have been taken into consideration for the same. The Purchaser is fully aware of and agrees and accepts that the share or interest in the Common Portions and the said Undivided Share shall be variable and in the event of additional/further constructions and/or raising of additional floor(s)/storey(s) over the roofs being made by the Seller, the same shall automatically stand proportionately reduced, without in any manner affecting the Agreed Consideration or other amounts payable by the Purchaser.
- 4.2 The Purchaser covenants that the Purchaser shall, unconditionally, without demur and without raising any dispute, regularly and punctually make payment of the installments of the Agreed Consideration in the manner mentioned in **Part-II** of the **Third Schedule** hereto and the Additional Payments and Deposits as mentioned in this Memorandum (and this Memorandum is and shall be deemed to be sufficient notice to the Purchaser about the obligation to make payment), failing which the Purchaser shall be deemed to be in default and the consequences mentioned in the **Ninth Schedule** hereto shall follow. Timely payment is the essence of this contract

#### **5. Additional Payments and Deposits**

- 5.1 The Purchaser shall also pay to the Seller the Additional Payments mentioned in **Part-I** of the **Fourth Schedule** hereto.
- 5.2 The Purchaser shall also pay to the Seller the amounts of the Deposits mentioned in **Part-II** of the **Fourth Schedule** hereto.
- 5.3 The amounts of the Additional Payments mentioned in **Part I** of the **Fourth Schedule** and the Deposits mentioned in **Part-II** of the **Fourth Schedule** shall be paid by the Purchaser as mentioned in the said Schedules. In the event of the Seller being unable to quantify any amount at the initial stage, the Purchaser shall make payment on the basis of the estimates made by the Seller. In case of subsequent revision of estimates and/or upon quantification of the concerned amount(s), the Purchaser shall pay the balance/further amount(s) demanded by the Seller within 7 days of demand.
- 5.4 The Additional Payments and the Deposits are an integral part of the transaction and non-payment/delayed payments thereof shall also result in default on the part of the Purchaser and the consequences mentioned in the **Ninth Schedule** hereto shall follow.

#### **6. Possession**

- 6.1 The Seller shall endeavour to make the said Flat ready for delivery of possession within the period mentioned in **Part-III** of the **Second Schedule** hereto subject to Force Majeure and/or reasons beyond the control of the Seller, in which circumstances the time shall automatically stand suitably extended and the Purchaser shall not be entitled to make or raise any claim whatsoever. The said Flat shall be deemed to be ready for delivery of possession upon the same being completed internally and reasonable ingress to and egress from the said Flat being provided along with temporary or permanent water, drainage, sewerage, electricity and lift facilities/connections. A Certificate from any one of the Architects regarding this shall be final and binding. The Seller shall thereafter issue a Notice to the Purchaser calling upon the Purchaser to take possession of the said Flat within a period of 15 days from the date of the



Notice after making payment of all dues and complying with all other outstanding obligations of the Purchaser at the relevant time ("**Possession Notice**"). It shall not be obligatory for the Seller to complete the Common Portions in all respects before giving the Possession Notice.

- 6.2 The Purchaser shall be entitled to receive the physical possession of the said Flat only upon prior payment of all dues including the Agreed Consideration, the Additional Payments and the Deposits and also upon due compliance with and/or performance of all the covenants, undertakings and obligations required to be complied with and/or performed on the part of the Purchaser in pursuance of this Memorandum or otherwise required by law, all of which shall be conditions precedent. The Seller shall have the option to offer the said Flat Unit for the purpose of possession subject to simultaneous execution and registration of the Deed of Conveyance in favour of the Purchaser. In such an event, the Purchaser shall also take all necessary steps for enabling execution and registration of the Deed of Conveyance in respect of the said Flat Unit in its favour simultaneously with the handing over of possession of the said Flat. The obligation to make over possession of the said Flat by the Seller shall arise only after all the above are complied with and/or performed by the Purchaser and prior thereto the Purchaser shall not be entitled to ask, demand or seek delivery of possession of the said Flat.
- 6.3 In the event of the Purchaser not making full payment and/or not complying with any of the obligations and/or not taking possession of the said Flat within the period specified in the Possession Notice, the Purchaser shall be deemed to have committed default and the consequences mentioned in the **Ninth Schedule** hereto shall follow.
- 6.4 With effect from the Date of Possession or the Date of Commencement of Liabilities, whichever is earlier, the Purchaser shall be deemed to have been fully satisfied regarding the construction, specifications, built-up and super built-up areas, workmanship, materials used and structural stability and completion of the Buildings, the Common Portions and the said Flat and shall not be entitled to raise any objection or make any claim regarding the same.
- 6.5 After the Date of Possession or within 30 days from the date of execution of the Deed of Conveyance, whichever is earlier, the Purchaser shall apply for mutation to the Authorities and shall take all necessary steps and complete, at the Purchaser's own costs, the mutation of the said Flat Unit in the Purchaser's name within 6 months thereafter.
- 6.6 Subject to Force Majeure and reasons beyond the control of the Seller and subject to the timely fulfillment of all the terms and conditions on the part of the Purchaser including payment of all amounts payable by the Purchaser, if the Seller fails to deliver possession of the said Flat Unit to the Purchaser within the period mentioned in **Part-III** of the **Second Schedule** hereto, then the Purchaser shall be entitled to cancel/terminate the agreement recorded herein and claim refund of the amount of consideration paid till that time by the Purchaser to the Seller together with simple interest calculated at the rate of 12% per annum. If however the Purchaser does not cancel/terminate within 3 months of expiry of the period mentioned in **Part-III** of the **Second Schedule** hereto, then it shall be deemed that the Purchaser has voluntarily opted not to cancel/terminate the agreement recorded herein and no interest shall be payable by the Seller for any delay caused.
- 6.7 At the request of the Purchaser, the Seller may at its option and subject to such conditions as it may deem fit, allow the Purchaser to have temporary access to the said Flat for interiors and furniture works at his own costs provided prior full payment of the Agreed Consideration, Additional Payments and Deposits is made by the Purchaser. The Purchaser shall complete the interiors and furniture works without disturbing or causing inconvenience to the Sellers or the buyers/occupants of other Flat Units and without making any change in the structure and construction of the said Flat. During such period Seller shall continue to be in possession of the said Flat and the Purchaser shall only have a revocable and temporary license to have access to the same for the aforesaid limited purpose and shall not be entitled to actually occupy, use or enjoy the said Flat till possession is given by the Seller upon issue of the Certificate by the Architect in terms of Clause 6.1 above.

## 7. Alienation

7.1 Until a Deed of Conveyance is executed in favour of the Purchaser, the Purchaser shall not be entitled to mortgage or encumber or assign or alienate or dispose of or deal in any manner whatsoever with the said Flat Unit or any portion thereof and/or any right therein and/or under this Memorandum ("**Alienation**") unless all the following conditions are complied with:-

- a) A minimum period of 1½ (one and half) years has passed from the date of this Memorandum,
- b) There is no default whatsoever by the Purchaser in compliance with and/or performance of any of the Purchaser's covenants, undertakings and obligations under this Memorandum or otherwise.
- c) The Purchaser has made full payment of the Agreed Consideration, the Additional Payments and Deposits due or payable till the time of such Alienation including interest and penalties, if any.
- d) The Purchaser or the assignee, nominee, etc. has made payment to the Seller transfer charges calculated at the rate of Rs.300/- per Square Feet of super built-up area (hereinafter referred to as "**the Transfer Charges**"). The Purchaser shall also pay the applicable Service Tax, if any.
- e) Prior consent in writing is obtained from the Seller regarding the proposed Alienation.
- f) Provided however that no Transfer Fee shall be payable in case of transfer to the mother or father or spouse or child of the Purchaser. It is further clarified that inclusion of a new joint Purchaser or change of a joint Purchaser shall be treated as a transfer unless such joint Purchaser is a mother or father or spouse or child of the original Purchaser.

7.2 After the execution and registration of the Deed of Conveyance, the Purchaser may alienate the said Flat Unit subject to the following conditions:

- a) The said Flat Unit shall be one lot and shall not be partitioned or dismembered in parts. In case of sale in favour of more than one buyer, the same shall be done in their favour jointly and in undivided shares.
- b) The transfer of the said Flat Unit by the Purchaser shall not be in any manner inconsistent with this Memorandum and/or the Deed of Conveyance and the covenants contained herein and/or the Deed of Conveyance shall run with the land and/or transfer. The person(s) to whom the Purchaser may transfer/alienate the said Flat Unit shall be bound by the same terms, conditions, agreements, covenants, stipulations, obligations, undertakings and obligations as are applicable to the Purchaser by law and/or by virtue of this Memorandum and/or the Deed of Conveyance.
- c) All the dues including outstanding amounts, interest, Maintenance Charges, electricity charges, municipal and other taxes etc. relating to the said Flat Unit payable to the Maintenance Agency, the Corporation and other concerned persons/entities are paid by the Purchaser in full prior to the proposed transfer/alienation. Such dues, if any, shall in any event, run with such proposed transfer.

## 8. Documents Relating to Transfer

8.1 The Deed of Conveyance and all other papers and documents in respect of the said Flat Unit shall be prepared and finalised by the Project Advocates and the Purchaser agrees and undertakes to accept and execute the same within 15 days of being required by the Seller after complying with all obligations that are necessary for the same. In default, the Purchaser shall be responsible and liable for all losses and damages that the Seller may suffer.

- 8.2 The Seller shall be required to execute the Deed of Conveyance and/or other papers and documents for transfer of the said Flat Unit only upon all the following conditions and obligations being satisfied and complied with by the Purchaser :-
- a) The Agreed Consideration, the Additional Payments and Deposits are paid in full by the Purchaser;
  - b) The Purchaser is not in default in respect of any of the Purchaser's obligations;
  - c) All other amounts or dues payable by the Purchaser hereunder or in law in respect of the said Flat Unit are paid in full by the Purchaser including Maintenance Charges, electricity charges, municipal and other taxes and levies and other outgoings;
  - d) The Purchaser deposits with the Seller the estimated amount of stamp duty, registration fee and other connected and miscellaneous expenses relating to the execution and registration of the Deed of Conveyance and the requisite papers and documents, if any required for the same;

## 9. Rights

- 9.1 The following rights are intended to be and shall be transferred in favour of the Purchaser at the time of completion of the transaction:-
- a) Transfer of the said Flat to be constructed by the Seller together with Servant Quarter as also Open Terrace Garden Area, if any, described in **Part-I** of the **Second Schedule** hereto;
  - b) Right to park car(s) in the said Parking Space, if any, described in **Part-II** of the **Second Schedule** hereto;
  - c) Transfer of the proportionate, variable, undivided and impartible share in the Common Portions described in the **Fifth Schedule** hereto with right to use and enjoy the same in common subject to the rights and entitlements of common ownership, use and enjoyment of the Flat Owners and/or occupiers of the other portions of the Buildings in respect of the same; and
  - d) Transfer of the said Undivided Share.
- 9.2 Any of the following is not intended to and shall not be transferred in favour of the Purchaser and the Purchaser shall have no right, title, interest, claim or entitlement whatsoever in respect thereof :
- a) Open and covered spaces in the Buildings and the Premises not included in the Common Portions mentioned in the **Fifth Schedule** hereto;
  - b) Other Flats, Flat Units, servant Quarters and Parking Spaces in the Buildings and/or the Premises;
  - c) Open Terrace Garden Areas attached and/or appurtenant to other Flats; and
  - d) Right of further construction on any part of the land comprised in the Premises or raising of any additional floor/storey/construction over the roofs of the Buildings.
- 9.3 In respect of the properties and rights which are not intended to be transferred to the Purchaser as aforesaid, the Seller shall be entitled to use, utilise, transfer, alienate, part with possession, deal with or dispose of the same in any manner whatsoever on such terms and conditions as may be thought fit and proper by the Seller in its absolute discretion, without any reference to the Purchaser. The Purchaser hereby consents to the same and undertakes and covenants not to raise any claim or create or cause to be created any obstruction or hindrance whatsoever

regarding the same. The Purchaser irrevocably and unconditionally agrees and undertakes not to have or be entitled to nor to claim any right title interest in the other Flat Units at the Premises (including the Open Terrace Garden Areas comprised therein) and/or the properties and rights which are not intended to be transferred to the Purchaser as aforesaid and also hereby disclaims, relinquishes releases and/or waives in favour of the Seller and/or the other Flat Owners, as the case may be, all right, title, interest, entitlement or claim that the Purchaser may be entitled to, both in law or any equity, into or upon the other parts and portions of the Buildings and the Premises excepting those which are being expressly agreed to be transferred in favour of the Purchaser by this Memorandum and agrees that such provision would also be included in the Deed of Conveyance to be executed in favour of the Purchaser in respect of the said Flat Unit.

- 9.4 The proportionate share of the Purchaser in respect of any matter referred to under this Memorandum shall be such as may be determined by the Seller and the Purchaser agrees and undertakes to accept the same notwithstanding there being minor variations.
- 9.5 The right of the Purchaser regarding the Undivided Share shall be variable depending on further / additional vertical and/or horizontal or other constructions, if any, made by the Seller from time to time and the Purchaser hereby consents to the same. Any such variation shall not affect the Agreed Consideration and no claim can be raised regarding the same by the Purchaser.
- 9.6 The Seller shall be entitled at all times to install, display and maintain its name and/or logo on the roofs of the Buildings and/or other areas in the Buildings and/or the Premises by putting up hoardings, display signs, neon-signs, lighted displays etc. without being required to pay any charges for the same and neither the Flat Owners nor the Association nor any other entity shall be entitled to object or to hinder the same in any manner whatsoever. For this purpose the Seller shall however make payment of the electricity consumed regarding the above on actuals.
- 9.7 The Purchaser shall not have any right or lien in respect of the said Flat Unit till physical possession is made over to him after payment of all amounts by the Purchaser.
- 9.8 The Seller may permit and/or grant rights to outside/third parties against payment of consideration/charges to the Seller for setting up communication towers or other installations for mobile telephones, VSAT, Dish and/or other antennas and other communications and satellite systems on the Common Portions of the Buildings and neither the Flat Owners nor the Association nor any other entity shall be entitled to object to or hinder the same in any manner whatsoever. If any refundable Deposit is received from such outside/third parties, then the same shall be made over by the Seller to the Association at the time of handing over of maintenance. Further, the recurring monthly consideration/charges, if any, shall be receivable by the Association after handing over of maintenance by the Seller.
- 9.9 The said Open Terrace Garden Area, if mentioned in **Part-I** of the **Second Schedule** hereto, shall have exclusive access from and be attached and appurtenant only to the said Flat and shall be exclusively owned and used by the Purchaser for the purpose of private terrace garden only. The Purchaser shall not be entitled to use the same for any other purpose or to make any construction thereon. The Purchaser shall however be entitled to beautify and landscape the same including installing water fountains. The said Open Terrace Garden Area shall form an integral part of the said Flat Unit and shall be transferrable only as a part of the same and not independently or in any other manner.
- 9.10 The Purchaser confirms that he has agreed to purchase the said Flat Unit with full knowledge that he would have no right, title, interest, claim or entitlement whatsoever in respect of Open Terrace Garden Areas attached and/or appurtenant to other Flats which shall be exclusively owned and used by the respective Flat Owners and occupants thereof.

## **10. Maintenance and Enjoyment**

- 10.1 The Buildings and the Premises shall be managed and maintained by the Maintenance Agency.
- 10.2 After handing over possession of all the Flat Units in the Buildings, the Seller shall take steps for formation of the Association. Any association, company, syndicate, committee, body or society formed by any of the Flat Owners without the participation of the Seller shall not be entitled to be recognised by the Seller and shall not have any right to represent the Flat Owners or to raise any issue relating to the Buildings or the Premises. The maintenance of the Buildings shall be made over to the Association within 12 months of handing over possession of the Flats and upon such making over the Association shall be responsible for the maintenance of the Buildings and the Premises.
- 10.3 All the Flat Owners including the purchaser shall become members/shareholders of the Association without raising any objection whatsoever and abide by all the rules, regulations, restrictions and bye-laws as be framed and/or made applicable by the Seller.
- 10.4 All papers and documents relating to the formation of the Association shall be got prepared and finalised by the Seller and the Purchaser hereby consents to accept and sign the same.
- 10.5 The rules and regulations of the Association shall not be inconsistent and/or contrary to the provisions and/or covenants contained herein which provisions and covenants shall, in any event, have an overriding effect.
- 10.6 All costs, charges and expenses relating to the formation and functioning of the Association shall be borne and paid by all Flat Owners of the Buildings including the Purchaser herein.
- 10.7 The rights of the Seller, the Maintenance Agency and the Association relating to certain matters are more fully specified in the **Seventh Schedule** hereto and the Purchaser irrevocably agrees to be bound by the same.
- 10.8 The Purchaser shall from the Date of Possession use and enjoy the said Flat Unit in the manner not inconsistent with the Purchaser's rights hereunder and without committing any breach, default or creating any hindrance relating to the rights of any other Flat Owner and/or the Seller.
- 10.9 The obligations and covenants of the Purchaser in respect of the user, maintenance and enjoyment of the said Flat Unit, the Common Portions, the Buildings and the Premises including payment of Maintenance Charges, electricity charges, municipal and other taxes and other outgoings are more fully specified in the **Eighth Schedule** hereto and the same shall be binding on the Purchaser. It is expressly made clear that from the Date of Possession or the Date of Commencement of Liabilities, whichever is earlier, , all costs, expenses and outgoings in respect of the said Flat Unit including for Maintenance Charges, electricity charges, municipal taxes and other outgoings, charges, rates, taxes, levies, deposits including security deposits or assessments pertaining to the said Flat Unit, shall become payable by the Purchaser notwithstanding anything to the contrary contained in the **Eighth Schedule** hereto or elsewhere in this Memorandum. Such liability shall continue till the same is paid by the Purchaser or the Memorandum/ Allotment is cancelled/terminated.
- 10.10 The original or certified copy of title deeds relating exclusively to the said Premises that are available with the Seller along with related documents and certified copy of plan of the Buildings shall be handed over by the Seller to the Association within 3 (three) months of handing over of maintenance of the Buildings to the Association.

## **11. Default**

- 11.1 Failure to make payment of any amount payable by the Purchaser under this Memorandum on account of the Agreed Consideration and/or the Additional Payments and/or Deposits or

otherwise within the specified time, or within 15 days of demand if no time is specified, shall amount to a default and the consequences mentioned in the **Ninth Schedule** hereto shall follow.

- 11.2 Failure to perform or comply with any of the terms, conditions, covenants, undertakings, stipulations, restrictions, prohibitions and obligations of the Purchaser or any breach or default regarding any of them shall amount to a default on the part of the Purchaser and the consequences mentioned in the **Ninth Schedule** hereto shall follow.
- 11.3 The Rights on Purchaser's Default mentioned in the **Ninth Schedule** hereto are independent of each other and not alternative to each other and more than one of the said rights may be simultaneously exercised and/or enforced by the Seller regarding any default on the part of the Purchaser.
- 11.4 In case of default by the Seller, the Purchaser shall be entitled to claim specific performance.

## **12. Force Majeure**

- 12.1 The Seller shall not be held responsible for any consequences or liabilities if the Seller is prevented from meeting its obligations herein due to Force Majeure or reasons beyond the Seller's control. Any delay by the Seller due to Force Majeure or reasons beyond the Seller's control shall result in suitable extension of time without any liability of the Seller.

## **13. Miscellaneous**

- 13.1 The Project and the Buildings to be constructed at the Premises have been named "**IDEAL EXOTICA**" and the same shall always be known by the said name. Neither the Purchaser and/or the other Flat Owners nor the Association shall be entitled to change the said name and its logo, if any, under any circumstances whatsoever.
- 13.2 This Memorandum records the finally agreed terms and conditions between the parties and all previous oral or written assurances, representations, brochures, advertisements, correspondence and/or negotiations, if any, are and shall always be deemed to be invalid and not binding and the same cannot be relied upon in any manner whatsoever. Any mutual modification or variation of any term or condition recorded in this Memorandum shall be valid only if the same is made in writing by all the parties hereto.
- 13.3 The transaction contemplated herein is a single transaction of sale and purchase of the said Flat Unit and does not constitute any Party to be the agent of the other Party and no form of service is contemplated. It is further hereby expressly intended and agreed by and between the parties hereto that nothing herein contained shall be construed to be a "Works Contract" and it is hereby further intended and agreed by and between the parties hereto that in the event the Seller is liable to make payment of any Sales Tax, VAT, Works Contract Tax, Service Tax, Goods & Service Tax or any other statutory tax, duty or levy in respect of this Memorandum or the transfer of the said Flat contemplated hereby, the Purchaser shall be liable to and agrees to make payment of the same at or before taking possession of the said Flat Unit.
- 13.4 The Parties shall keep confidential all non-public information and documents concerning the transaction contemplated herein, unless compelled to disclose such information/documents by judicial or administrative process or by other requirements of law.
- 13.5 Non enforcement of any right by the Seller or any indulgence granted by the Seller to the Purchaser or any other Flat Owner shall not amount to any waiver of any of the rights of the Seller.
- 13.6 If at any time there be imposition of or enhancement of any tax, duty, levy, surcharge or fee (including service tax) under any statute or regulation on the Premises, the Buildings and/or the said Flat Unit or on the construction or transfer of the said Flat Unit or any portion thereof



(whether payable to the concerned authority by the Seller or the Purchaser) the same shall be borne and paid by the Purchaser wholly in respect of the said Flat Unit and proportionately in respect of the Premises and the Buildings, without raising any objection thereto. The Seller shall not be liable for the same or any portion thereof under any circumstances whatsoever. The Purchaser shall make such payment within 7 (seven) days of demand being made by the Seller and/or the concerned authority.

- 13.7 The terms and conditions between the parties have been agreed at and this Memorandum is being executed at the office of the Seller within the jurisdiction of the Hon'ble High Court at Calcutta.
- 13.8 The Purchaser shall have no connection whatsoever with the other Flat Owners and there shall be no privity of contract or any agreement or arrangement as amongst the Purchaser and the other Flat Owners (either express or implied) and the Purchaser shall be responsible to the Seller for fulfillment of the Purchaser's obligations irrespective of non-compliance by any other Flat Owner.
- 13.9 In case of any material defect in the construction of the said Flat (excluding any purchased materials and/or items and any defect arising due to any act or omission on the part of the Purchaser or the Purchaser's agents or any other Flat Owner or the Association or any other third party), being noticed by the Purchaser within 12 (twelve) months from the Date of Possession or the Date of Commencement of Liabilities, whichever is earlier, then the same shall be brought to the notice of the Seller by the Purchaser. The Seller shall refer the same to any of the Architects who shall decide whether the Seller is liable to make any rectification or repairs. The decision of the concerned Architect shall be final and the Purchaser agrees to accept the same without any objection. The Seller shall, if required by the concerned Architect, rectify the defect at its own cost. The Seller shall not have any liability and/or responsibility regarding the same after making such rectification.
- 13.10 If the Purchaser is a resident outside India, then it shall be the Purchaser's sole obligation and liability to comply with the provisions of all applicable laws including Foreign Exchange Management Act, 1999 (FEMA) and all other necessary requirements, rules, regulations, guidelines, etc. of the government or any other authority from time to time, including those pertaining to remittance of payment for acquisition of immovable properties in India. The Purchaser shall also furnish the required declaration/documents to the Seller on the prescribed format, if necessary. All refunds, if any, to Non-Resident Indians (NRI) and foreign citizens of Indian origin, shall however, be made in Indian Rupees.
- 13.11 The Seller shall be entitled to take loans and/or financial assistance for the purpose of implementation and execution of the Project. For obtaining such loans and/or financial assistance from Banks/Financial Institutions/Housing Finance Companies or corporate bodies, the Seller shall be entitled to create charge and/or mortgage in respect of the Premises in favour of the Banks/Financial Institutions/Housing Finance Companies or corporate bodies granting such loans. However, on or before the execution of the Deed of Conveyance in respect of the said Flat Unit, a release/no objection/ clearance shall be obtained by the Seller from such concerned Banks/Financial Institutions/Housing Finance Companies or corporate bodies, if any, regarding transfer of the said Flat Unit.
- 13.12 The Flat Owners shall be entitled to take housing loans for the purpose of acquiring Flats in the Project from banks, institutions and entities granting such loans provided that such loans are in accordance with and subject to this Memorandum. The Seller shall, if required by the Purchaser, render co-operation for obtaining such housing loans.
- 13.13 The Purchaser shall be responsible for and shall keep the Seller and the Maintenance Agency indemnified of from and against all damages, claims, demands, costs, charges, expenses and proceedings occasioned relating to the Premises or any part of the Buildings or to any person due to any negligence or any act deed thing or omission made done or occasioned by the Purchaser and shall keep the Seller indemnified of from and against all actions claims

proceedings costs expenses and demands made against or suffered by the Seller as a result of any act, omission or negligence of the Purchaser or the servants agents licensees invitees or visitors of the Purchaser and/or any breach or non-observance by the Purchaser of the Purchaser's covenants and/or any of the terms herein contained.

- 13.14 Except as mentioned in Clause 6.6 above, under no other circumstances interest shall be payable by the Seller on any payment or deposit received by the Seller under this Memorandum or in pursuance hereof whether by way of Agreed Consideration, Additional Payments, Deposits and/or otherwise.
- 13.15 If any provision of this Memorandum or the application thereof, to any circumstance, shall be invalid or unenforceable to any extent, the remainder of this Memorandum shall not be affected thereby and each provision of this Memorandum shall be valid and enforceable to the fullest extent permitted by law. If any such provision is so held to be invalid, illegal or 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 or unenforceable.
- 13.16 This Memorandum has been prepared in duplicate. The original of this Memorandum has been signed by the Seller at the request of the Purchaser and has been made over to the Purchaser who has committed himself and/or has assumed the complete responsibility and obligation to make payment of the appropriate stamp duty and/or make payment of any deficiency in the stamp duty payable in respect thereof and in no event the Seller shall be liable and/or responsible for the same. If at any time the Purchaser shall require this Memorandum to be registered, then and in that event upon fourteen days prior written notice being given by the Purchaser the Seller shall remain present at the appropriate registration office to admit the execution thereof. In case of any failure on the part of the Purchaser in getting this Memorandum properly stamped and/or if the Seller is required to provide this Memorandum 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 hereby indemnifies and agrees to keep saved harmless and indemnified the Seller of from and against all costs, charges, claims, liabilities, obligations, actions, penalty, suits and proceedings whatsoever in the event of the Seller being saddled with any claim, liability or obligation whatsoever relating to stamp duty, registration fees, penalty and/or interest. In case of cancellation / termination of this Memorandum for any reason whatsoever, the Purchaser shall not be entitled, under any circumstances whatsoever, to make any claim on account of stamp duty and/or registration fees paid by the Purchaser.

#### **14. Notices**

- 14.1 All notices shall be sent by registered post or speed post with acknowledgment due at the last notified address of the addressee and shall be deemed to be served on the fourth day after the date of such despatch.

#### **15. Dispute Resolution**

- 15.1 In case of any dispute or difference amongst or between any of the parties hereto arising out of and/or relating to and/or connected with the said Flat Unit and/or this Memorandum or any term or condition herein contained and/or relating to interpretation thereof, any party shall be entitled to refer the same to the arbitration of a sole Arbitrator to be appointed by Mr. R. Ginodia, Advocate of 7C, Kiran Shankar Roy Road, Kolkata. Any fresh or new appointment of an Arbitrator that may be necessary shall also be made by Mr. R. Ginodia. The arbitration shall be held at Kolkata in accordance with the Arbitration and Conciliation Act, 1996 as amended from time to time. The parties have agreed that the sole Arbitrator shall not be bound to follow the rules of evidence and shall have summary powers and may make interim orders and Awards and/or non-speaking Awards, whether interim or final. The Award/Awards made by the Arbitrator shall be final and the parties agree to be bound by the same.



## THE FIRST SCHEDULE

### PREMISES

**ALL THAT** the land measuring about 11 bighas 9 cottahs 10 chittacks and 42 square feet more or less together with constructions thereon, being Municipal Premises No. 21, Pramatha Chowdhury Sarani (after amalgamation of Municipal Premises No. 21A, Pramatha Chowdhury Sarani with Municipal Premises No. 21, Pramatha Chowdhury Sarani), Police Station New Alipore, Kolkata – 700 053, within Ward No. 81 of the Kolkata Municipal Corporation, Sub-Registration District Alipore, District South 24 Parganas, delineated on **Plan-A** annexed hereto and bordered in colour **Red** thereon and butted and bounded as under :

**On the North by** : By railway tracks

**On the East by** : Partly by Chetla Road and partly by Municipal Pumping Station

**On the West by** : By land and residential quarters of railways, and

**On the South by** : By Pramatha Chowdhury Sarani (previously Station Road)

**OR HOWSOEVER OTHERWISE** the same may be butted bounded called known numbered described or distinguished.

## THE SECOND SCHEDULE

### PART-I

#### SAID FLAT

**ALL THAT** the residential Single/Duplex/Triplex Flat No. \_\_\_\_\_, on the \_\_\_\_\_ Floor(s) of Block \_\_\_\_\_ (delineated on **Plan-A** annexed hereto and bordered in colour **Green** thereon) together with Servant Quarter measuring about \_\_\_\_\_ square feet (\_\_\_\_\_ square feet) built-up area (delineated on **Plan-B** annexed hereto and bordered in colour **Red** thereon) and also together with Open Terrace Garden Area measuring about \_\_\_\_\_ square feet (\_\_\_\_\_ square feet) built-up area (delineated on **Plan-B** annexed hereto and bordered in colour **Green** thereon) in the Project named “**IDEAL EXOTICA**” at the said Premises.

### PART-II

#### SAID PARKING SPACE

**ALL THAT** the right to park car in :

- (i) \_\_\_\_\_ (\_\_\_\_\_) covered car parking space, being No. \_\_\_\_\_ in the lower basement (delineated on **Plan-C** annexed hereto and bordered in colour **Red** thereon); and/or
- (ii) \_\_\_\_\_ (\_\_\_\_\_) covered car parking space, being No. \_\_\_\_\_ in the upper basement (delineated on **Plan-D** annexed hereto and bordered in colour **Red** thereon); and/or
- (iii) \_\_\_\_\_ (\_\_\_\_\_) covered car parking space, being No. \_\_\_\_\_ in the ground floor (delineated on **Plan-E** annexed hereto and bordered in colour **Red** thereon); and/or
- (iv) \_\_\_\_\_ (\_\_\_\_\_) open car parking space, being No. \_\_\_\_\_ in the open area of the Premises (delineated on **Plan-F** annexed hereto and bordered in colour **Red** thereon).

**PART-III**  
**COMPLETION TIME**

The Seller shall subject to force majeure and reasons beyond the control of the Seller, endeavour to make the said Flat ready for delivery of possession within 36 (thirty six) months from the date of commencement of work with a grace period of 12 (twelve) months.

**THE THIRD SCHEDULE**

**PART-I**

**“AGREED CONSIDERATION”**

The Agreed Consideration for sale of the said Flat Unit is as below :

<b>Particulars</b>	<b>Price</b>	<b>Service Tax</b>	<b>Total Price</b>
Basic Price of the said Flat			
Open Terrace Garden			
Car Park Spaces			
PLC + Height			
<b>Total</b>			

(Rupees \_\_\_\_\_  
\_\_\_\_\_ )

**PART-II**  
**PAYMENT SCHEDULE**

The Agreed Consideration mentioned in **Part I** of the **Third Schedule** is to be paid to the Seller in the following manner:

<b>Sl.</b>	<b>Payment Time</b>	<b>Amount</b>
1	At or before the execution hereof	Rs.
2	Within	Rs.
3	Within	Rs.
4	Within	Rs.
5	Within	Rs.
6	Within	Rs.
7	Within	Rs.
8	Within	Rs.
9	On or before Possession of the said Flat	Rs.
	<b>Total:</b>	<b>Rs.</b>

## THE FOURTH SCHEDULE

### PART I

#### ADDITIONAL PAYMENTS

1. Additional consideration payable to the Seller in case there be any increase in area of the said Flat upon construction being made and the measurement being certified by the Seller. Such additional consideration shall be calculated at the same rate at which the Agreed Consideration has been computed. Similarly, in case there be any decrease in area of the said Flat upon construction being made and the measurement being certified by the Seller, the Agreed Consideration shall be reduced on the same basis.
2. Price, cost, charges and expenses levied by the Seller for any additional or extra work done and/or any additional amenity or facility provided and/or for any changes, additions, alterations or variation made in the said Flat, the Buildings, the said Property, the Project and/or the agreed Specifications, including the costs, charges and expenses for revision of the Plans.
3. Sales tax, VAT, service tax, works contract tax, GST, betterment fee, development charges and any other tax, duty levy or charge that may be imposed or charged regarding the said Flat Unit, the Buildings, the said Property and/or the Project.
4. Stamp duty and registration fee and all other taxes, levies and other allied expenses relating to this Memorandum, the Deed of Conveyance and all other papers and documents that may be required to be executed and/or registered in pursuance hereof and/or relating to the said Flat Unit and any additional/deficit stamp duty, additional/deficit registration fee, penalty, interest or any other levy, if any, that may be imposed in this regard at any time together with fixed miscellaneous expenses of Rs.10,000/- for registration of each document.
5. Fixed Maintenance Charges for first 12 months at the rate of Rs.4/- per square feet of super built-up area per month for the said Flat and Rs.0.50/- per square feet of the Open Terrace Garden Area per month.
6. Any increase and/or escalation in cost of construction due to Force Majeure shall be payable proportionately in respect of the said Flat Unit.
7. Cost & Charges for formation of the Association for the Common Purposes amounting to Rs.2,000/- per Flat.
8. Agreed Legal Fees of the Project Advocates amounting to Rs.1,00,000/- payable at or before the Date of Possession or the execution of the Deed of Conveyance, whichever is earlier.

The Additional Payments that are not quantified above shall be quantified by the Seller at the appropriate time and the Purchaser agrees and undertakes to pay the same within (15) fifteen days of demand without raising any objection whatsoever regarding the same.

### PART II

#### DEPOSITS

1. Maintenance Deposit at the rate of Rs. 25/- per square feet of super built-up area of the said Flat.
2. Deposit for electric supply / individual meter for the said Flat payable to the Electricity Supply Agency.

The Deposit under Item Nos. (1) shall be paid by the Purchaser to the Seller in terms of the Possession Notice. The Deposit under Item Nos. (2) shall be paid by the Purchaser to the Seller within (15) fifteen days of demand.

## THE FIFTH SCHEDULE

### PART-I

#### COMMON PORTIONS

- 1. Common Areas and installations in respect whereof only right of user in common shall be granted regarding the Block in which the said Flat is situate ("said Block"):**
  - (a) Covered paths and passages, lobbies, staircases and landings of the Block.
  - (b) Stair head room, caretaker room and electric meter room of the said Block.
  - (c) Lift machine room, chute and lift well of the said Block.
  - (d) Common installations on the roof above the top floor of the said Block.
  - (e) Common staff toilet in the ground floor of the said Block.
  - (f) Ultimate/Top roof above the top floor of the said Block.
  - (g) Overhead water tank, water pipes, sewerage pipes of the said Block (save those inside any Flat).
  - (h) Drains, sewerage pits and pipes within the said Block (save those inside any Flat) or attributable thereto.
  - (i) Electrical Installations including wiring and accessories (save those inside any Flat) for receiving electricity from Electricity Supply Agency to all the Flats in the said Block and common portions within or attributable to the said Block.
  - (j) Wiring and accessories for providing stand by power to all the Flats and common portions within or attributable to the said Block.
  - (k) Lift and lift machinery of the said Block.
  - (l) Fire fighting equipment and accessories in the said Block as required under law.
  - (m) Other areas and installations and/or equipments as may be provided by the Seller in the said Block for common use and enjoyment.
  
- 2. Common Areas and installations in respect whereof only right of user in common shall be granted regarding the said Premises:**
  - (a) Open and/or covered paths and passages inside the Premises.
  - (b) Boundary wall around the periphery of the Premises and decorative gates for ingress and egress to and from the Premises.
  - (c) Space for Banquet hall and Banquet Lawn.
  - (d) Well-equipped indoor gymnasium.
  - (e) Landscaped garden and children's play area.
  - (f) Space for Indoor Games room.
  - (g) Space for visitors' car park.
  - (h) Centralized water supply system for supply of water in common to all Buildings in the Premises.
  - (i) Main sewer, drainage and sewerage pits and evacuation pipes for all the Buildings in the Premises.
  - (j) Pumps and motors for water system for all Buildings and Common Portions.

- (k) Wiring and accessories for lighting of Common Portions of the Premises.
- (l) Lights arrangement at the entrance gate and passages within the Premises.
- (m) Electrical installations relating to meters, transformer and sub-station for receiving electricity from the Electricity Supply Agency.
- (n) Intercom facility in each Flat, connected to the main gate.
- (o) Common power generator for providing stand-by power for common light(s), lift(s), pump(s) and other common services.
- (p) Common fire fighting equipment, as required under law.
- (q) Other Common Areas and installations and/or equipment as may be provided by the Seller in the Premises for common use and enjoyment of all Unit Owners.
- (r) Indoor Badminton Court
- (s) Pool Room
- (t) Table Tennis Room
- (u) Carrom Room
- (v) Fountain
- (w) Jogging Track
- (x) Swimming Pool and Pool Deck
- (y) Roof above the top floor of the Buildings

It is expressly made clear that the Open Terrace Garden Areas attached and/or appurtenant to the Flats shall not form part of the Common Portions under any circumstance.

## PART-II

### COMMON EXPENSES

1. **Association:** Establishment and all other capital and operational expenses of the Association.
2. **Common Utilities:** All charges and deposits for supply, operation and maintenance of common utilities.
3. **Electricity:** All charges for the electricity consumed for the operation of the common machinery and equipment.
4. **Litigation:** All litigation expenses incurred for the common purposes and relating to common use and enjoyment of the Common Portions.
5. **Maintenance:** All costs for maintaining, operating, replacing, repairing, white-washing, painting, decorating, re-decorating, re-building, re-constructing, lighting and renovating the Common Portions of the Premises, including the exterior or interior (but not inside any Flat) walls of the Buildings.
6. **Operational:** All expenses for running and operating all machinery, equipments and installations comprised in the Common Portions of the Premises, including lifts, generator, changeover switches, CCTV, 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 Common Portions of the Premises.
7. **Rates and Taxes:** Municipal Tax, surcharge, Multistoried Buildings Tax, Water Tax and other levies in respect of the Buildings and/or the Premises save those separately assessed on the Purchaser.

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

## **THE SIXTH SCHEDULE**

### **SPECIFICATIONS**

Superstructure	RCC structure
Walls	Plaster of Paris (internal). Paint/stone/glass (external)
Windows	Aluminium windows
Doors	Flush doors with accessories
Kitchen	Bare, with internal plumbing lines
Toilets	Bare, with internal plumbing lines
Flooring	Italian marble in Living/Dining & Bedrooms, Laminates in Master Bedrooms, Marble/Tile/Stone in all common areas.
Electricals	Concealed copper wiring with sufficient light and power points. TV/Telephone/AC points in Living Room and all Bedrooms.
Lift	4 lifts in Block-A, 2 lifts each in Block-B, C, D & E. Separate lift for Club.
Generators	100% power to Flats and common areas.
Air conditioning	VRF air conditioning in all flats.

## **THE SEVENTH SCHEDULE**

### **RIGHTS OF SELLER & MAINTENANCE AGENCY**

1. Apportionment of any liability of the Purchaser in respect of any expenses, taxes, dues, levies or outgoing payments payable by the Purchaser pursuant to this Memorandum or otherwise shall be done by the Seller whose decision shall be final and binding on the Purchaser.
2. The Maintenance Charges payable by the Purchaser with effect from the Date of Possession or the Date of Commencement of Liabilities, whichever is earlier, shall be payable on a monthly basis. For the first 12 (twelve) months the Maintenance Charges shall be at the fixed rate of Rs.4/- per square feet of super built-up area per month for the said Flat and Rs. 0.50p per square feet of the Open Terrace Garden Area per month, irrespective of whether the actual expenses are more or less and without the Seller being required to give any accounts for the same. In the event of Association being formed prior to expiry of 12 (twelve) months, then the Seller shall hand over to the Association the proportionate amount out of the Fixed Maintenance Charges for first 12 months for the remaining period of the first 12 months.
3. The Maintenance Agency shall be entitled to revise and increase the Maintenance Charges from time to time and the Purchaser shall not be entitled to object thereto.
4. The Maintenance Agency shall be entitled to withdraw, withhold, disconnect or stop all or any services, facilities and utilities to the Purchaser and/or the said Flat Unit including water supply, electricity, user of lift etc., in case of default in timely payment of the Maintenance Charges, Electricity Charges, Corporation taxes, Common Expenses and/or other payments by the Purchaser after giving 15 days notice in writing.
5. The purchaser shall not be entitled to cancel this Agreement under any circumstances without the consent and concurrence of the Vendor.

## THE EIGHTH SCHEDULE

### PURCHASER'S COVENANTS

1. On and from the Date of Possession or the Date of Commencement of Liabilities, whichever is earlier, the Purchaser agrees undertakes and covenants to:
  - a) comply with and observe the rules, regulations and bye-laws framed by the Maintenance Agency from time to time;
  - b) permit the Maintenance Agency and its men agents and workmen to enter into the said Flat for the Common Purposes or the Project;
  - c) deposit the amounts for various purposes as required by the Seller and/or the Maintenance Agency;
  - d) use and occupy the said Flat only for the purpose of residence;
  - e) use the Common Portions without causing any hindrance or obstruction to other Flat Owners and occupants of the Buildings;
  - f) keep the said Flat and party walls, sewers, drains pipes, cables, wires, entrance and main entrance serving any other Flat in the Buildings and/or in the Premises in good and substantial repair and condition so as to support shelter and protect and keep habitable the other Flats and parts of the Buildings;
  - g) in particular and without prejudice to the generality of the foregoing, not to make any form of alteration in or cut or damage the beams and columns passing through the said Flat or the Common Portions for the purpose of fixing, changing or repairing the concealed wiring and pipelines or otherwise;
  - h) use and enjoy the Common Portions only to the extent required for ingress to and egress from the said Flat of men, materials and utilities;
  - i) sign and deliver to the Seller all papers applications and documents for obtaining separate electric meter or electricity connection for and in respect of the said Flat from the Electricity Supply Agency in the name of the Purchaser and until the same be obtained, the Seller shall provide or cause to be provided reasonable quantum of electricity from its own sources and install at the cost of the Purchaser an electric sub-meter in or for the said Flat and the Purchaser shall pay all charges for electricity shown by such sub-meter as consumed in or relating to the said Flat;
  - j) bear and pay the Common Expenses and other outgoings in respect of the Premises proportionately and the said Flat Unit wholly;
  - k) pay Municipal and all other rates taxes levies duties charges and impositions outgoings and expenses in respect of the Buildings and the Premises proportionately and the said Flat Unit wholly and to pay proportionate share of such rates and taxes payable in respect of the said Flat Unit until the same is assessed separately by the Corporation;
  - l) pay for other utilities consumed in or relating to the said Flat Unit;
  - m) allow the other Flat Owners the right to easements and/or quasi-easements;
  - n) regularly and punctually make payment of the Common Expenses, Maintenance Charges, Electricity Charges, Corporation Taxes and other payments mentioned herein within seven days of receipt of demand or relevant bill, whichever be earlier; and

- o) observe and comply with such other covenants as be deemed reasonable by the Seller for the Common Purposes.
2. On and from the Date of Possession or the Date of Commencement of Liabilities, whichever is earlier, the Purchaser agrees and covenants:
- a) not to put any nameplate or letter box or neon-sign or board in the Common Portions or on the outside wall of the Buildings save at the place as be approved or provided by the Seller Provided However That nothing contained herein shall prevent the Purchaser to put a decent nameplate on the outface of the main door of the said Flat;
  - b) not to open out any additional window or fix any grill box or grill or ledge or cover or any other apparatus protruding outside the exterior of the said Flat or any portion thereof and not to change the design of balcony railings, window grills, and/or change the outer elevation of the said Flat or the Building under any circumstance;
  - c) not to do or permit to be done any act deed or thing which may render void or voidable any policy of Insurance on any Flat or any part of the Buildings or the Premises or may cause any increase in the premium payable in respect thereof;
  - d) not to decorate the exterior of the Buildings otherwise than in the manner agreed by the Seller in writing or in the manner as near as may be in which it was previously decorated;
  - e) not to deposit or throw or permit to be deposited or thrown any rubbish or refuse or waste in or around the staircase, lobby, landings, lift or in any other common areas or installations of the Buildings;
  - f) not to store or allow any one to store any goods articles or things in or around the staircase lobby landings or other common areas or installations of the Buildings;
  - g) not to commit or permit to be committed any alteration or changes in pipes, conduits, cables and other fixtures and fittings serving the other Flats in the Buildings;
  - h) not to obstruct any development or further development or additional vertical/horizontal or other constructions which may be made by the Seller;
  - i) not to object to or hinder further/additional vertical or other constructions or to the resultant variation in the said Undivided Share and the Purchaser shall not object to the changes and/or inconvenience caused due to the construction being made by the Seller from time time to time even after the Date of Possession;
  - j) not to shift or obstruct any windows in the said Flat or the Buildings;
  - k) not to permit any new window light opening doorway path passage drain or other encroachment or easement to be made or acquired in against out of or upon the said Flat without the prior consent in writing of the Seller and/or the Association;
  - l) not to park or allow anyone to park any car at any place other than the space earmarked for parking car(s) of the Purchaser;
  - m) not to let out or part with possession of the parking space, if so agreed to be acquired by the Purchaser hereunder, independent of the said Flat and to use the same only for the purpose of parking of a motor car;
  - n) Not to install any air-conditioner except at the spaces specified by the Seller for installation of the Window type air-conditioner and/or Outdoor Unit of Split air-conditioner and at no point of time to change the position or arrangement for the installation of air-conditioner without prior written consent of the Seller or the Association;



- o) not to claim any right, title, interest or entitlement whatsoever over and/or in respect of any portion of the Buildings and the Premises not forming part of the Common Portions;
  - p) not to claim any right, title, interest or entitlement whatsoever over and/or in respect of any of Open Terrace Garden Areas in the Buildings and the Premises save and except the said Open Terrace Garden Area, if mentioned in **Part-I** of the **Second Schedule** hereto;
  - q) not to interfere in any manner with the right, title, interest or entitlement of the Seller and/or their transferees in respect of other Flat Units and Open Terrace Garden Areas including the transfer thereof; and
  - r) not to do anything that may be contrary to the terms, conditions, restrictions, stipulations and covenants contained in this Memorandum.
3. The Purchaser agrees, undertakes and covenants not to make or cause any objection interruption interference hindrance obstruction or impediment for any reason or in any manner whatsoever relating to the Project or the construction and completion of the Buildings by the Seller including any further constructions, additions or alterations that may be made from time to time.
  4. The Purchaser agrees undertakes and covenants not to question at any time the computation of the super built-up area of the said Flat Unit and not to claim or demand, under any circumstances whatsoever, details or calculations of the fixed percentage difference between the super built-up area and the built-up area, as defined in recital A.36 above.

## **THE NINTH SCHEDULE**

### **RIGHTS ON PURCHASER'S DEFAULT**

1. In case of default/delay in making payment of any amount payable under this Memorandum (including in particular the Third, Fourth and Eighth Schedules hereto) or otherwise by the Purchaser to the Seller, this Memorandum shall at the option of the Seller, stand cancelled and/or terminated.
2. In case of default in payment of any amount payable hereunder or otherwise and/or in case of the Purchaser not rectifying or making good any default, breach, failure, refusal or neglect, then in that event the Seller shall be entitled to cancel/terminate the Memorandum/Allotment.
3. In case of termination of the Memorandum/Allotment, without prejudice to the other rights which the Seller may have against the Purchaser, the Seller shall be entitled to deduct and retain a sum of Rs.5 lacs or a sum equivalent to 10 per cent of the amount paid upto the date of cancellation, whichever is higher, as pre-determined and agreed liquidated damages for cancellation of the Memorandum/Allotment and the remaining sum received by the Seller from the Purchaser shall be refunded to the Purchaser without any interest within a period of three month of termination. In the event of the Seller condoning such default/delay, the Purchaser shall be liable to pay interest at the rate of 12 (twelve) per cent per annum for the period of delay (computed from the date the payment became due till the date of payment). However, such right of condonation shall be at the sole discretion of the Seller;
4. Upon cancellation/termination of the Memorandum /Allotment by the Seller, all rights and/or claims of the Purchaser, if any, against the Seller, the said Flat Unit, the Buildings and/or the Premises shall stand extinguished and the Seller shall be entitled to transfer, deal with and dispose of in any manner the said Flat Unit to any person on such terms and conditions as may be deemed fit and proper by the Seller and the Purchaser shall not be entitled to make or raise any objection, hindrance or claim regarding the same.
5. If any act or omission of the Purchaser results in any interruption, interference, hindrance, obstruction, impediment or delay in the Project or the construction of the Buildings or any

portion thereof including further constructions, additions and/or alterations from time to time and/or in the transfer, sale or disposal of any Flat or portion of the Buildings, then in that event the Purchaser shall also be liable to pay to the Seller compensation and/or damages that may be quantified by the Seller.

6. Besides the aforesaid rights the Seller shall also be entitled to enforce any other right to which the Seller may be entitled to in law by reason of any default or breach on the part of the Purchaser.

## TENTH SCHEDULE

### DEVOLUTION OF TITLE

1. **Purchase by Hindusthan Co-operative Insurance Society Limited:** By a Deed of Conveyance dated 5<sup>th</sup> March, 1942, registered at the office of the Sub-Registrar, Alipore, Sadar, in Book No. I, Volume No. 30, Pages 129 to 136, Being No. 708 for the year 1942, the Commissioners for the Port of Calcutta sold, conveyed and transferred to Hindusthan Co-operative Insurance Society Limited All That the piece or parcel of revenue free land containing about 578 bighas 9 cottahs 5 chittacks and 14 square feet more or less situate, lying at and being a portion of Port Commissioner's surplus land in Mouza Shahpur and Chetla, Thana Alipore, Registration Office Alipore, District 24 Parganas, within the municipal limits of the town of Calcutta.
2. **Purchase by Hindusthan Development Corporation Limited:** Out of the aforesaid land purchased by it as aforesaid, Hindusthan Co-operative Insurance Society Limited, by an Indenture dated 23<sup>rd</sup> December, 1947, registered at the office of the District Registrar, Alipore, in Book No. I, Volume No. 60, Pages 296 to 300, Being No. 3892 for the year 1947, sold, conveyed and transferred to Hindusthan Development Corporation Limited All That the piece or parcel of revenue free land containing about 10 bighas 14 cottahs 14 chittacks and 42 square feet more or less situate, lying at and being a portion of Port Commissioner's surplus land in Mouza Shahpur and Chetla, Thana Alipore, Registration Office Alipore, District 24 Parganas, within the municipal limits of the town of Calcutta.
3. **Deed of Rectification:** By a Deed of Rectification dated 21<sup>st</sup> October, 1952, registered at the office of the Sub-Registrar, Alipore, Sadar, in Book No. I, Volume No. 106, Pages 238 to 240, Being No. 6811 for the year 1952, Hindusthan Co-operative Insurance Society Limited rectified certain errors in the said Indenture dated 23<sup>rd</sup> December, 1947.
4. **Setting Up of Factory:** Hindusthan Development Corporation Limited erected buildings, godowns, sheds, residential quarters and allied structures, plant and machinery for running a *vanaspati* factory at the said land measuring about 10 bighas 14 cottahs 14 chittacks and 42 square feet which was numbered as premises no. 1, Station Road, New Alipore, Calcutta – 700053 and such factory came to be known as Rasoi Vanaspati Factory (“**said Factory**”).
5. **Transfer to Doyapore Tea Company Limited:** By an Indenture of Conveyance dated 31<sup>st</sup> October, 1972, registered at the office of the Registrar of Assurances, Calcutta, in Book No. I, Volume No. 194, Pages 279 to 294, Being No. 5657 for the year 1972, Hindusthan Development Corporation Limited sold, conveyed and transferred the said land measuring about 10 bighas 14 cottahs 14 chittacks and 42 square feet with all constructions thereon alongwith the said Factory, to Doyapore Tea Company Limited.
6. **Change of Name of Doyapore Tea Company Limited:** The name of Doyapore Tea Company Limited was changed to Rasoi Vanaspati & Industries Limited and Fresh Certificate of Incorporation Consequent on Change of Name dated 5<sup>th</sup> October, 1974 was issued by the Registrar of Companies, West Bengal.
7. **Deed of Rectification by Hindusthan Development Corporation Limited:** By a Deed of Rectification dated 29<sup>th</sup> May, 1975, registered in the office of the Registrar of Assurances,

Calcutta, in Book No. I, Volume No. 92, Pages 220 to 224, Being No. 3131 for the year 1975, Hindustan Development Corporation Limited and Rasoi Vanaspati & Industries Limited rectified certain errors in the said Indenture of Conveyance dated 31<sup>st</sup> October, 1972.

8. **Purchase of another land by Rasoi Vanaspati & Industries Limited:** By an Indenture dated 15<sup>th</sup> February, 1980, registered at the office of the Registrar of Assurances, Calcutta in Book No. I, Volume No. 196, Pages 1 to 10, Being No. 2347 for the year 1980, the Life Insurance Corporation of India (LIC) sold, conveyed and transferred to Rasoi Vanaspati & Industries Limited All That piece or parcel of revenue free land measuring about 14 cottahs and 12 chittacks more or less and being a portion of premises no. 23A, Diamond Harbour Road, Police Station New Alipore, Registration District Alipore, District South 24 Parganas within the municipal limits of the Corporation of Calcutta. **Extension of said Factory:** Rasoi Vanaspati & Industries Limited extended the said Factory to the aforesaid land measuring about 14 cottahs and 12 chittacks which was adjacent to it and erected buildings, godowns, sheds and allied structures thereat.
9. **Change of Name of Rasoi Vanaspati & Industries Limited:** The name of Rasoi Vanaspati & Industries Limited was changed to Rasoi Limited and Fresh Certificate of Incorporation Consequent on Change of Name dated 1<sup>st</sup> January, 1982 was issued by the Registrar of Companies, West Bengal.
10. **Removal of factory:** The said Factory belonging to Rasoi Limited was shifted from the above land and the relevant departments of the Government of West Bengal duly recorded that the above land no longer constituted a factory and that there was no objection to sale /development of the same.
11. **Sale of the First Premises by Rasoi Limited to Seller:** By a Deed of Conveyance dated 1<sup>st</sup> September, 2009, registered at the office of the Additional District Sub-Registrar, Alipore, in Book No. I, Volume No. 25, Pages 3387 to 3402, Being No. 05730 for the year 2009, Rasoi Limited sold, conveyed and transferred to the Seller herein, free from all encumbrances All That the land measuring about 10 bighas 14 cottahs 14 chittacks and 42 square feet, more or less, along with several buildings, godowns, sheds, residential quarters and allied structures, situate, lying at and being Municipal Premises No. 21, Pramatha Chowdhury Sarani (previously known as 1 and thereafter as 1A, Station Road), Police Station New Alipore, Kolkata – 700 053, within Ward No. 81 of the Kolkata Municipal Corporation, Sub-Registration District Alipore, District South 24 Parganas ("**First Premises**").
12. **Mutation of First Premises in name of the Seller:** The Seller got its name mutated in the records of the KMC as the owner of the First Premises..
13. **Absolute Ownership of the Seller in First Premises:** In the abovementioned circumstances, the Seller became the absolute lawful owner of the First Premises free from all encumbrances.
14. **Sale of the Second Premises by Rasoi Limited to Seller:** By a Deed of Conveyance dated 1<sup>st</sup> September, 2009, registered in the office of the Additional District Sub-Registrar, Alipore in Book No. I, Volume No. 25, Pages 3372 to 3386, Being No. 05729 for the year 2009, Rasoi Limited sold, conveyed and transferred to the Seller herein free from all encumbrances All That the land measuring about 14 cottahs and 12 chittacks, more or less, along with several buildings, godowns, sheds and allied structures situate, lying at and being Municipal Premises No. 21A, Pramatha Chowdhury Sarani (previously known as portion of 23A, Diamond Harbour Road), Police Station New Alipore, Kolkata- 700 053, within Ward No. 81 of the Kolkata Municipal Corporation, Sub-Registration District Alipore, District South 24 Parganas ("**Second Premises**").
15. **Mutation of Second Premises in name of the Seller:** The Seller got its name mutated in the records of the KMC as the owner of the Second Premises.
16. **Absolute Ownership of the Seller in Second Premises:** In the abovementioned circumstances, the Seller became the absolute lawful owner of the Second Premises free from all encumbrances.

17. **Amalgamation of First Premises and Second Premises:** The Seller has got the First premises and the Second Premises amalgamated into one single premises numbered as Municipal Premises No. 21, Pramatha Chowdhury Sarani, Police Station New Alipore, Kolkata – 700 053, within Ward No. 81 of the Kolkata Municipal Corporation, Sub-Registration District Alipore, District South 24 Parganas containing land measuring about 11 bighas 9 cottahs 10 chittacks and 42 square feet more or less (“**Premises**”).
18. **Title of the Seller to Premises:** In the abovementioned circumstances, the Seller has acquired right, title and interest to the Premises, free from all encumbrances.

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

**SIGNED AND DELIVERED** by the **SELLER** at  
Kolkata in the presence of:

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