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Construction Agreement

The owner of a land with a view to get construction made of a multistoried building on the land may invite tenders from one or more contractors. The tenderer in his tender will give general description of the proposed work, plans, drawings, specifications and other documents as may be necessary. The tenderer will also give an estimate of the quantity and cost of materials, labour charges and other costs and the terms of payment.

On consideration of the tender and after consulting the owner's architect, an agreement is entered into with the Contractor. The owner may show his architect the plans, drawings, specifications and other documents for the purpose of construction. Normally the agreement of construction entered into between the owner and the contractor will contain details of work to be done and the rights and obligations of the owner and the contractor and the part that the architect will play in completion of the work. The Agreement for construction will contain, *inter alia,* that the contractor will provide the required labour, materials, water, plant and machinery. The contractor shall execute the work in accordance with the plans, drawings, specification and documents agreed upon by the parties. Both parties will be guided by the instructions of the architect at every stage. The construction, nature of construction, defective construction, remedial work for any defective construction all will be decided and directed by the architect. The progress of construction and terms of payment to the contractor shall be specifically provided for. The time limit for completion of the work, the execution thereof and compensation payable for delayed work and escalation costs should be specified. The responsibility to obtain necessary sanction and the certificates for the construction, water and electricity connections should be on the contractor who shall be required to obtain the completion certificate from the Municipality concerned. The owner shall be liable to pay for any additions or alterations to the agreed plan at the same rate as for the work done under the contract. The owner should be exempted

from the liability to third parties due to any accident during the execution of the work by the contractor and the sole responsibility for that would lie with the contractor who shall take all precautionary measures. Any materials brought on the site and used in construction shall be paid for and any unused material shall be removed immediately on construction being completed. No liability will lie on the owner to any labourer or to any supplier of goods or services or for payment of any bills or cesses or impositions in regard to the said construction. Until the contractor completes construction and completion certificate is obtained, the contractor shall not be entitled to payment of final bills. Any other special requirement of the owner including the mode of settlement of disputes and the work being continued even if settlement proceedings being continued are to be provided for. It is a contract under the Indian Contract Act and most of the provisions of the Act is applicable to such a contract.

FORMS

Agreement for Construction of Building

THIS CONSTRUCTION AGREEMENT is made on the 5th day of June 2000 BETWEEN LO, son of AB, residing at ..... (hereinafter referred to as OWNER) of the First Part and XZ, son of MN, residing at .... (hereinafter called the CONTRACTOR) of the Second Part.

WHEREAS the party of the First Part is the owner of a plot of land measuring ..... at ..... and more particularly described in the plan attached and therein delineated in red.

AND WHEREAS the OWNER being desirous of erecting a building on the said plot has appointed Shri AK as the architect who has prepared plans, specifications and drawings for the said proposed building.

AND WHEREAS the plans, designs, drawings and elevations of the said intended building and specifications of the works to be done and of the materials to be provided in and for the erection of the said building have been prepared by the said architect sanctioned by the Authorities concerned and approved by the parties herein and have been subscribed for the purposes of identification by both the parties.

AND WHEREAS the CONTRACTOR is willing to enter into an agreement for the execution of the said works in accordance with the Architect's said plans, specifications and drawings at actual costs plus 20% profit basis.

NOW THESE PRESENTS WITNESSETH and the parties hereby agree as follows:

1. The CONTRACTOR shall erect on the said plot of land a building in conformity with the sanctioned plans, drawings and elevations and complete all the said works with the material of best quality and in the most substantial and workmanlike manner and to the satisfaction of the said architect and will in all respects comply with and abide by the true intent and manner of the said specifications, plans, drawings and elevations and of this agreement.

2. The CONTRACTOR will finish and complete the said building on or before the 5th day of June 2001 and if the said building shall not be completed on or before the said date the CONTRACTOR shall forfeit, out of the moneys which shall be due to him by virtue of this agreement, the sum of Rs. 1000 for every day which shall elapse after the 5th day of June 2001 until the said building shall be completed. Provided that if the CONTRACTOR is prevented by any strike among the workmen or by reason of any event beyond his control, the said architect may extend the time for the completion of the works for such reasonable period as he may think fit.

3. If the CONTRACTOR shall become bankrupt or from any cause whatsoever be prevented from or is delayed in proceeding with and completing the said works according to the terms and conditions of this agreement, or does not proceed with the said works to the satisfaction of the said architect, it shall be lawful for the said architect to leave or cause to be left at the usual place of abode or business of the CONTRACTOR, a notice in writing for the said CONTRACTOR to proceed forthwith and effectually with the said works. In case the said CONTRACTOR shall, for 7 days after such notice is so left as aforesaid, make default in forthwith and effectually proceeding with the said work it shall be lawful for the said architect to employ any other workmen either by CONTRACTOR or otherwise to proceed with the said works and complete the same and pay to the said workmen out of the moneys which shall be then due to the said CONTRACTOR on account of this agreement, the amount of their charges for the same and for all necessary materials to be found and provided for such completion; and if the amount of balance to the credit of the CONTRACTOR be insufficient to cover such charges for such workmen and materials then in such a case the said CONTRACTOR shall and will make good and pay such deficiency on demand.

4. If the said architect shall at any time or times consider any of the workmen employed by the said CONTRACTOR on the works as in any way incompetent or as acting improperly it shall in every such case be lawful for the said architect to discharge such workmen and the said CONTRACTOR shall without delay put another workman in his place.

5. In case any of the materials brought on the said premises by the said CONTRACTOR shall be considered by the said architect as unsound or in any respect improper, the said CONTRACTOR will upon notice in writing to him or his foreman on the premises given by the said architect cause the same to

be removed from the ground and proceed with the said works with materials corresponding with the specifications and instructions approved by the said architect and on default of such removal within 7 days after such last mentioned notice, it shall be lawful for the said architect to cause to be removed to such place as he may think proper without being in any way answerable or accountable for the loss or damage that shall happen to any materials so removed and to cause proper materials to be substituted for the same, and to pay all expenses in connection with such removal and substitution out of the moneys which shall become due to the said CONTRACTOR by virtue of this agreement.

6. In case the said architect shall consider any part of the said works to have been executed in an unsound and improper manner, the said CONTRACTOR will cause the same immediately to be taken down and executed in a proper manner to the satisfaction of the said architect without any extra charge or expense whatsoever.

7. If the said architect or the owner shall think proper at any time or times to make any alterations or additions or omission in the works hereby contracted for, he or they shall give to the said CONTRACTOR written instructions for such alterations or omissions signed by the said architect. Any additional charge by the CONTRACTOR with respect to such alterations if certified to be correct by the architect shall be paid for in the same manner and at the same time as hereinafter expressed for the payment of the ultimate balance of the said sum not exceeding the sum calculated at the agreed rate.

8. Any damage arising from accidents or carelessness of the workmen or otherwise to the said work hereby contracted for or to the materials or implements therein used or to the workmen shall be borne and effectually made good by the said CONTRACTOR at his own costs and charges.

9. The CONTRACTOR shall use in the construction best quality materials in accordance with the specifications mentioned herein.

10. The CONTRACTOR will not without the consent of the said architect make any sub-contract for the execution of the works hereby contracted for or any part thereof nor assign or underlet the present contract or any part thereof.

11. Notwithstanding anything contained herein it will be sole responsibility of the CONTRACTOR to comply with the provisions of law relating to the construction of the said building in accordance with these presents and the CONTRACTOR hereby undertakes to keep the OWNER harmless from and indemnified against any action, claim, loss, damages, expenses howsoever arising for any breach of any statutory provisions, rules or regulations or any term of this agreement.

12. The CONTRACTOR shall be paid Rs. 5 lakhs as his remuneration for the labour supplied and material used and supervision made by him for the aforesaid building. The payment towards the said construction will be made in the manner following:

Rs. 2 lakhs shall be paid per month of construction work continuing the first instalment to be paid on 10th July 1999 and thereafter by 10th of each succeeding month of construction work being done and the balance, if any, within three months of the completion of the building, provided that in case of each payment the architect certifies that the work and materials to a sufficient amount shall have been done executed or provided by the said CONTRACTOR to the satisfaction of the said architect. Provided also that the said CONTRACTOR shall not be entitled to payment or to receive the balance sum or his remuneration until the said architect shall certify under his own hand that the whole of the said works have been completed and finished to his satisfaction and Completion Certificate from the Authorities concerned has been obtained. The decision of the architect shall be binding on the parties and shall be final.

IN WITNESS WHEREOF the parties hereto have signed this agreement on the day month and year above-written.

Signed and delivered by LO, the OWNER in the presence of : Sd/- (Owner)

1. .....

2. .....

Signed and delivered by XZ, the CONTRACTOR in the presence of: Sd/- (Contractor)

1. .....

2. .....

Direct Contract to Build a House

THIS AGREEMENT is made the ..... day of ..... BETWEEN AB, son of etc. (hereinafter called the OWNER) of the one part and CD, son of etc. (hereinafter called the CONTRACTOR) of the other part.

WHEREAS the OWNER desires to have certain works as shown and indicated in the Specification/Schedule/Drawings/Plans/Designs/Rates and Acceptance of Tender executed each of which documents has been kept signed in duplicate by or on behalf of the parties hereto for the purpose of identification and shall be treated as part or parts of this agreement.

NOW IT IS HEREBY AGREED by and between the parties as follows:

1. For the consideration hereinafter mentioned the contractor shall, upon and subject to the conditions annexed hereto, execute and complete the works so shown and described.

2. The OWNER will pay the CONTRACTOR a lump sum amount of Rs. ..... (or such other sum as shall become due and payable hereunder) in accordance with the quotation, rates or acceptance of the tender at the time and in the manner specified in the conditions.

CONDITIONS:

1. The said OWNER shall arrange for and supply the materials and the said CONTRACTOR shall construct and build and completely finish for the OWNER with his own labour on the plot of land described in the plan or plans annexed hereto a three-storeyed house according to the specifications, elevations and sections indicated therein and according to the directions of the owner or his consulting or supervising engineer, if any, or his duly appointed agent, given from time to time without any deviation from or modification of the said plans, drawings, specifications, elevations or sections except with written consent from the owner first had and obtained otherwise such deviation and work will be considered as gratuitously done and if required by the OWNER the CONTRACTOR shall at his own costs and expenses dismantle the same and complete the work according to the plans, drawings, specifications, elevations or sections.

2. The said CONTRACTOR shall build and completely finish and make the said house habitable on or before the ..... day of ..... 2001 unless prevented by any labour strike, fire, accident, earthquake, mob violence, attack from the air or any other major disturbances and in default thereof, he shall remain liable for and pay to the owner damages at the rate of Rs. ..... (in words Rupees .....) per day for such breach of the contract so long as the said house shall remain unfinished or inhabitable.

3. The said CONTRACTOR shall build the said house under his direct personal supervision and in the best workmanlike manner and shall not, on any account whatsoever, employ a sub-contractor for the building or completing any portion thereof except with the written consent of the OWNER first had and obtained which the OWNER may in his absolute discretion withhold without assigning any reason.

4. The OWNER shall pay to the said CONTRACTOR on the ..... day of ..... each month against his running bills 90% of such sum as he claims or entitled to on the progress of the work and according to the approved rates mentioned in the Acceptance of Tender less 20 per cent thereof which will be adjusted at the time of settlement of his bills and final payment after completion of work and scrutiny of all the bills.

or

The OWNER shall pay to the CONTRACTOR portions of the said sum of Rs. ..... on *pro rata* basis fortnightly/monthly less a sum of equivalent to

25% thereof which will all be adjusted at the time of final payment after completion of the work and scrutiny of all the bills.

5. All moneys which the said CONTRACTOR shall be liable to pay to the OWNER on account of the breach of this contract or on any other account shall be deducted by the said OWNER from and set off against any money or moneys which may be due to the said CONTRACTOR on account of the construction of the said house during the process or on completion.

6. Within ..... months of the completion of the said house and adjustment of the account the OWNER shall pay to the CONTRACTOR such balance amount as he may then be entitled to according to the terms of this contract upon scrutiny of all his bills.

7. In case the OWNER shall desire for any deviation from the said plans and specifications, designs or any more or other building or buildings or any additional work or works to be done or executed, the CONTRACTOR shall duly execute such deviations or extra or additional work in a proper, substantial and workmanlike manner, in all respects according to such altered plans and specifications and within the time prescribed or any extension thereof as may be mutually agreed and to the satisfaction of the OWNER. The additional costs of such deviations, alterations and additions, if any, shall be estimated and paid in the manner provided by clause 4 hereof.

8. The CONTRACTOR shall remain liable to and shall indemnify the owner in respect of all causes of action, claims, damages, compensation or costs, charges and expenses arising out of any accident or injury, sustained by the OWNER or any member of his family or guest or by any workman or other person, whether in the employment of the CONTRACTOR or not while in or upon the said works or the site of the same arising out of any act, default or negligence, error in judgment on his part or on the part of his servants and agents.

9. The OWNER shall be entitled to determine this agreement and discharge the contract, without prejudice to other rights and remedies available to him, if the CONTRACTOR shall become insolvent or fails and/or neglects to carry out instructions on his behalf or to complete the work or suspend the same or delay the progress thereof without reasonable cause or suffers or allows any execution or attachment levied on the properties at the site or refuses or persistently neglects to make good the defective work, if any, or if without the written consent of the owner, he shall assign or sublet this contract.

10. In case of termination of this agreement and/or discharge of the contractor as hereinbefore stipulated, the OWNER shall be entitled to appoint a new CONTRACTOR or CONTRACTORS to continue and complete the said dwelling house and buildings, or any additions to building or buildings and works, if any, according to the said plans and specifications or any deviations

therefrom and authorise him to use any plants, materials and property of the CONTRACTOR left upon the site and the CONTRACTOR shall in such case lose and forfeit all his rights whatsoever under this contract except his claim for moneys unpaid on settlement of account between the parties and scrutiny of all his bills.

11. In case any dispute or difference shall arise between the parties during the progress of or after construction or abandonment of the work as to the meaning or construction of this contract or touching or relating either to the said buildings or works, or to any other matter or thing arising directly or indirectly under this contract, then and in such an event the same shall be referred to arbitration and the final decision of a single arbitrator to be mutually agreed between the parties who alone shall consider and determine the same and whose certificate or award shall be binding and conclusive upon both the said parties, otherwise to two arbitrators, one to be appointed by each party who will appoint an umpire at the commencement of the proceedings and this clause shall be deemed a submission within the meaning of the Arbitration and Conciliation Act 1996 or statutory modification or re-enactment thereof.

IN WITNESS WHEREOF, the said OWNER and CONTRACTOR have hereto respectively signed on the day, month and year first above-written.

Signed, sealed and delivered by AB and CD in the presence of .....

AB
CD

NOTE: If the building materials are to be supplied by the contractor, the following paragraph should be added: "The contractor will at the first instance and at his own costs and expenses, arrange for all bricks, lime, sand, cement, stone, timber, iron rods and other materials whatsoever necessary for the said works, all such materials being of the best quality available in the market, sound and well-seasoned, and also tools, implements, scaffolding whatsoever necessary for carrying out and/or completing of the said work according to the said plans and specifications; and in case any material or materials is or are not approved by the owner, he shall forthwith, at his own expenses, replace and substitute the same with better material and materials as approved by the owner.

Agreement between Builder and Artisan

THIS AGREEMENT is made on this ..... day of ..... BETWEEN AB son of ..... residing at ..... (hereinafter called the BUILDER which terms shall include his heirs, successors and permitted assigns) of the one part and CD son of ..... residing at ..... (hereinafter called the ARTISAN) of the other part.

WHEREBY IT IS AGREED and declared by and between the parties as follows:—

1. In consideration of good and faithful service promised to be rendered and the duties to be performed and of the covenants and conditions to be observed, performed and fulfilled as hereunder provided, the BUILDER has employed the ARTISAN as a, etc., at, etc., from the date hereof, at the rate of Rs. ..... per week, and will pay him the same on the Saturday of every week so long as he shall faithfully, honestly and diligently serve the BUILDER and observe the rules of the establishment and obedience and discipline.

2. The ARTISAN will at all times hereafter obey the BUILDER and serve him diligently and faithfully in all matters and things during such service and will duly observe and keep the usual hours of attendance and work according to the rules and regulations of the establishment in force from time to time and to be observed by other workmen employed by the builder, and will properly and steadily perform all such work as shall be required by the BUILDER or his foreman, and will not absent himself nor otherwise keep aloof or sit idle from such work without the builder's or his foreman's express consent first had and obtained.

3. The ARTISAN will devote full time and whole-hearted attention to his works and shall not, during the period of such service as aforesaid, serve anywhere except for doing odd jobs during spare hours without detriment to the interest of the BUILDER nor leak out any trade or business secret of the BUILDER under any circumstances.

4. Either party may at his option determine this agreement by giving either of them one week's notice ending on the last day of the week.

5. Notwithstanding anything hereinbefore contained the BUILDER shall be at liberty to determine this agreement at any time for reason of any act of negligence, misconduct or breach of duty on the part of the artisan or on account of any act of indiscipline and dismiss him summarily forthwith.

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

Signed, sealed and delivered by AB
AB and CD in the presence of: CD

Agreement to Construct a Multi-storeyed Building

MEMORANDUM OF AGREEMENT made this 5th day of May 2000 BETWEEN AB son of MN by caste ..... by occupation ..... by religion ..... residing at ..... hereinafter referred to as the VENDOR (which term or expression shall unless excluded by or repugnant to the subject or context by deemed to include his heirs, executors, administrators,

representatives and assigns) of the ONE PART AND CD son of PQ by caste ..... by occupation ..... residing at ..... hereinafter referred to as the PURCHASER (which expression shall unless repugnant to the subject or context be deemed to include its successors representatives and assigns) of the OTHER PART:

WHEREAS the VENDOR as the sole and absolute owner is absolutely seized and possessed of or otherwise well and sufficiently entitled to all that the building with land and premises situate on the piece or parcel of land containing by estimation an area of 6 cottahs 6 chittacks and 6 square feet be the same a little more or less being premises No. ....., Calcutta, more, fully and particularly mentioned and described in the Schedule hereunder written and hereinafter for the sake of brevity collectively referred to as the *said property*. The premises is partly occupied by the VENDOR and his family and partly let out to tenants who pay a sum of Rs. ..... as rent per month inclusive of taxes.

AND WHEREAS the PURCHASER approached the VENDOR with a proposal for construction of a multi-storeyed building on the site according to modern taste, design and architecture at their costs after demolition of the existing old building which will be sold to the purchaser who will pay in exchange of and as consideration for such sale (*i*) initially a token sum of Rs. ..... as earnest money; (*ii*) a recurring sum of Rs. ..... per month on the 7th of every month as compensation for loss of rent of the property to be demolished from the date of sale until completion of the building and delivery of possession of the flats as hereunder mentioned; (*iii*) allow the VENDOR and his family alternative accommodation in a flat measuring at least 500 square feet (carpet area) in the building promoted by his sister concern, *viz.* ..... at premises No. ..... free of rent and other charges; and (*iv*) finally allot and convey two flats as ownership flats at their respective book values in the said multi-storeyed building when completed duly equipped with all fittings and fixtures.

NOW THIS MEMORANDUM witnesseth and it is hereby agreed by and between the parties hereto as follows:

1. The VENDOR will sell and the PURCHASER will purchase all that the said property being premises No. ..... in the town of ..... as it is and where it is more fully and particularly mentioned and described in the Schedule hereunder written and the inheritance thereof in fee simple in possession or an estate equivalent thereto free from all encumbrances attachments trusts liens and other defects of title but subject to a good and marketable title to the reasonable satisfaction of the purchaser's solicitor (name) ..... at or for the consideration as hereinbefore and hereunder stated, *viz.* (*i*) initial payment of Rs. ..... as earnest money to be paid in cash simultaneously with the execution of this agreement;

(*ii*) a further recurring payment of Rs. ..... per month as compensation for loss of rent of the property pending demolition thereof and construction of the multi-storeyed building such payment shall be regularly made on the 7th of each month until delivery of possession of the flats; (*iii*) free accommodation to the VENDOR and his family in a flat measuring 500 square feet (carpet area) in the building constructed by his sister concern (name) at premises No. .....; and (*iv*) finally allot and convey at their book values two residential self-contained flats, one in the ground floor and the other in the first floor of the building to be constructed, as ownership flats or apartments fully completed and equipped and habitable in all respects with all electric and sanitary fittings, fixtures and appurtenances, separate electric meter and connection measuring at least 800 square feet (carpet area) both to be delivered to the VENDORS on or before 15th day of May 2002 and each shall consist of at least the following accommodation, *viz.* (*a*) four bed with attached bath W.C. shower; (*b*) one kitchen and store, drawing room; (c) dining hall; (*d*) servants room; and (*e*) car parking space 50 square feet with right of ingress thereto and egress therefrom through the staircase and main entrance facing the municipal road.

2. The VENDOR shall within one week from the date of the execution of this agreement deliver to the purchaser's advocates on record on their accountable receipt all the original documents of title relating to the said property as are in possession of the VENDORS for investigation of title on behalf of the purchaser.

3. The VENDOR shall duly answer all requisitions and objections as to the title of the property as may be made from time to time by the purchaser's Advocate and also make out a good and marketable title thereto to the reasonable satisfaction of the said Advocate free from all encumbrances, attachment debts charges, trust, lien etc. when the purchaser's advocate shall inform the VENDOR within a fortnight from that date about his acceptance or rejection of the title of the vendor in respect of the said property subject however to the result of further searches and enquires and shall in case of approval of the title send to the VENDOR a draft of the proposed conveyance relating to the said property to enable the vendors to apply for and obtain necessary Income-tax Clearance Certificate under s. 230A of the Income Tax Act. The vendor shall make any other party or parties if any so required join in the conveyance so as to convey an absolute title to the purchaser or to redeem any charge or encumbrances.

4. The purchase shall be completed within one month from the date of obtaining of the Income-tax Clearance Certificate under s. 230A of the Income Tax Act by the Vendor and time for this purpose be deemed to be the essence of contract when the VENDOR shall execute and register a conveyance or conveyances in respect of the said property and deliver peaceful vacant

possession of the portion thereof in his occupation to the purchaser and the rest by attornment of tenancy. The purchaser shall bear and pay all costs of and incidental to stamp and registration of the conveyance.

5. The PURCHASER shall thereafter but before any action is taken for demolition of the existing building provide the VENDOR and his family with alternative accommodation in the building at ..... promoted by his sister concern comprising at least a carpet area of 500 square feet for which the VENDOR shall not be liable to pay any rent or taxes or make any other contribution on any account whatsoever.

6. The PURCHASER shall thereafter be entitled to recover vacant possession of the entire premises by eviction of the tenants and other occupiers by legal process or by negotiations and settlement of terms as regards their rights and claims and demolish the existing building.

7. The PURCHASER shall carry out the demolition work in a most skilful manner with all precautionary safety measures without causing any damages, injury or other mischiefs to any other building or buildings or loss of life or limb of the people residing at the locality and shall remain fully liable for all his acts, deeds, things and error in judgment on that account.

8. In the event of the title of the VENDOR is not accepted by the purchaser's Advocate or the said property not being found free from attachments or encumbrances whatsoever or subject to any scheme of acquisition or requisition or any other defect as regards title or in the event of the VENDOR failing to procure the necessary income tax clearance certificate under the provisions of s. 230A of the Income Tax Act within a period of three months from the date of delivery of draft conveyance unless the time for that purpose is extended by mutual consent the purchaser shall be entitled to rescind this agreement when the vendor shall refund the earnest money of Rs. ..... with interest at 12% per annum and shall further pay a sum of Rs. 5,500 as costs of and incidental to this agreement and searches and investigation of title when the proposed deal shall stand cancelled.

9. Immediately with the execution of this agreement the vendor will allow the purchaser to instal and fix a board on the said property who shall also publish advertisement inviting offers for purchase of the flats and/or apartments to be constructed on the site of the said property but will not charge any rent or occupation charges for fixing board on the site of the said property nor raise any objection to the same. The PURCHASER shall not conclude any final deal with any such party before completion of the conveyance.

10. After the execution of this agreement and even prior to the completion of the sale the PURCHASER shall be at liberty to prepare or cause to be prepared a plan and plans for constructing a multi-storeyed building or buildings on

the site of the said property by demolition of the existing structure standing thereon and the VENDORS shall as and when necessary sign such plan or plans and other papers and writings that may be required for the purpose of obtaining sanction of such plan or plans by the purchaser from the Corporation of Calcutta or obtaining permission from the Competent Authority under the provisions of the Urban Land (Ceiling and Regulation) Act 1976, it being expressly agreed that all costs, charges and expenses for obtaining sanction of such plan or plans whatsoever will be borne and paid by the purchaser and the VENDOR will not be liable for reimbursement of such costs, charges and expenses for any reason whatsoever.

11. The VENDOR declares that the quantum of vacant land contained in the said property is within the ceiling limit as prescribed under s. 27 of the Urban Land (Ceiling and Regulation) Act 1976 and it is not necessary to obtain any further permission under the provisions of the Urban Land (Ceiling and Regulation) Act 1976.

12. If at any time before the completion of the purchase it so appears that the said property or any portion thereof is affected by any scheme of alignment of the CORPORATION OF CALCUTTA, OR CALCUTTA IMPROVEMENT TRUST, OR CALCUTTA METROPOLITAN DEVELOPMENT AUTHORITY, or is notified to be acquired or requisitioned by the Government or any other public body or authority, the PURCHASER shall have the option of rescinding this agreement and upon such rescission the VENDORS shall forthwith refund the said earnest money paid by the purchaser to the VENDORS with interest at 12% per annum as also the costs of and incidental to the perusal and investigation of the VENDORS' title assessed at Rs. 2500 only in the aggregate.

13. The plan of the proposed building at ..... showing the flats to be allotted to the VENDOR in accordance with this agreement will be signed by both parties.

14. The PURCHASER shall have the right of demolition renovation of the existing building and construction of the proposed building at ..... and to sell, resell, lease out, let out other flats and spaces in the proposed building on plan basis from the date of conveyance without any objection from the VENDOR in so far as the same does not affect the rights of or conflict with the interest of the VENDOR as regards two flats hereunder agreed to be allotted and conveyed to him.

15. Any dispute or difference between the parties arising out of the meaning construction or import of this agreement or their rights and liabilities hereunder shall be adjudicated by reference to the arbitration of two independent arbitrators one to be appointed by each party who shall appoint an Umpire at the commencement of the reference and the award of the arbitrators or umpire shall be final and conclusive on the subject as

between the parties and this clause shall be deemed to be a submission within the meaning of Arbitration and Conciliation Act 1996 and its statutory modification or re-enactment thereof in force from time to time.

Schedule of property

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, sealed and delivered by the above-named vendors at Calcutta in the presence of:

Signed, sealed and delivered by the above-named purchaser at Calcutta in the presence of:

Received of and from the within-named purchaser the within-mentioned sum of Rs..... only being the earnest money payable under these presents as per memo below:

WITNESS: Signed

MEMO OF CONSIDERATION

By A/c Payee Cheque No. ..... dated ..... drawn on X Bank Ltd., Calcutta Branch in favour of the VENDOR. Rs. .....

(Rs. .....)

WITNESS: Signed

14

The Consumer Protection Act 1986

The United Nations General Assembly by a resolution of 9th April 1996 adopted certain guidelines for strengthening consumer protection policies and legislation in the member countries. The Economic and Social Council of the United Nations had adopted a resolution urging all Governments to implement the guidelines.

In the United States of America there are a number of statutes to safeguard the interest of consumers but there is no consolidated statute covering all matters of protection to the consumers. In the United Kingdom there have been several Acts to protect the interests of the consumers and ultimately the Consumer Protection Act of 1986 has been passed which is wide ranging creating civil and criminal liability for products, unsafe goods, misleading price indications and allied matters.

In India there have been several statutes which indirectly protected the interest of consumers including the Monopolies and Restrictive Trade Practices Act 1969, Indian Contract Act 1876, Sale of Goods Act 1930, Drugs and Cosmetics Act 1940 and several other Acts relating to particular aspect of consumer interest.

Ultimately the Consumer Protection Act 1986 was passed. This is a comprehensive legislation providing simple, speedy and inexpensive redressal of grievances of the consumers. This Act is in addition to the provisions of other statutes. The Act of 1986 intends to promote and protect the rights of the consumers by making provisions to have the right to be informed about the quality, quantity, purity, potency, standard and price of goods and services. The Act prohibits marketing of goods and services hazardous to life and property. A consumer has been assured the right to access to variety of goods and services at reasonable prices. The Act provides for redressal against unfair or restrictive trade practices, exploitation and

spread of consumer education and machinery at different levels for hearing complaints and granting reliefs.

The Act provides for three-tier machinery or Tribunal which are quasi-judicial, namely, District Forum, State Forum and National Forum.

The Consumer Protection Act 1986 applies to all goods and services in private, public and co-operative sectors for consumption by the consumer or for use in his business or occupation for earning his livelihood.

A person may file a complaint in relation to goods sold or delivered or agreed to be sold or delivered or any service provided or agreed to be provided. His complaint may be against unfair or restrictive trade practices or defective goods or the services suffer from deficiency or price charged is in excess of the price fixed under law or displayed on the goods or on its package or against goods which will be hazardous are being offered for sale to public.

District Forum. A complaint may be made to the District Forum if value of the subject-matter or claim does not exceed Rs. 5 lakhs and any part of cause of action arose within the territorial limits of the Forum or the opposite parties reside or carry on business within its territorial limits. Where there are several opposite parties but only some or one of them reside or carry on business within the territorial limits the complaint may be filed with the leave of the District Forum. The complaint may be filed by the consumer or by recognised Consumer Association or by Central or State Government or by one or more consumers where the general interests of consumers are involved with the leave of the Forum for and on behalf of all consumers so interested. District Forum after hearing the parties may direct the removal of the defect, replacement of the goods, return of the price, to pay compensation, to discontinue unfair or restrictive trade practice or discontinue sale of hazardous goods and withdrawal of the same from the market. The Forum may direct payment of cost to the complainant. If the Forum finds that the complaints are frivolous or vexatious it may on recording reasons dismiss the complaint and ask the complainant to pay costs.

From the order of the District Forum an appeal lies to the State Commission. The limitation for appeal is 30 days from the order. The State Commission may extend the date for preferring the appeal by another 30 days.

The jurisdiction of the State Commission is to hear the appeal from the order of the District Forum within the State and also to hear the original complaint where the value of goods or service and compensation or claim is more than Rs. 5 lakhs but does not exceed Rs. 20 lakhs.

The National Commission can hear appeals from the orders of the State Commission of any State in India and to hear original complaints where the value of the goods or services and compensation or claims exceed Rs. 20 lakhs. The appeal has to be preferred within 30 days from the order of the State Commission. National Commission may extend the period by another 30 days for sufficient cause shown.

The Supreme Court may hear an appeal from the order of the National Commission. The appeal has to be preferred within 30 days from the date of the order. The Supreme Court may extend the period by another 30 days for sufficient cause.

Limitation. The limitation period for making complaint to District Forum, State Commission or the National Commission is two years from the date of the cause of action. After this period of two years on sufficient cause being shown a complaint may be entertained on condonation of delay and recording reasons for condoning such delay.

Execution. The District Forum, State Commission and National Commission may execute its orders as if it is a decree. In case it fails to execute the decree it shall send such decree for execution to the Civil Court within whose jurisdiction the opposite party has its registered office or resides or carries on business or works for gain.

Rules. In exercise of the powers conferred by section 30 of the Consumer Protection Act several States have made Consumer Protection Rules for carrying out the objects and purposes of the Consumer Protection Act 1986.

Form of complaint. The complaint must contain the name, description and address of the complainant and opposite parties, the facts leading to the complaint, the time and place where cause for complaint arose and copies of documents, if any, in support of the complaint and the reliefs which the complaint is claiming. The Act has treated the complaint as an application for the purpose of the Limitation Act and impliedly section 5 of the Limitation Act has been made applicable and the District Forum. State Commission and National Commission have been given power to condone the delay in filing the complaint on sufficient cause being shown for the delay and on recording the reasons for condoning the delay.

FORMS

Applications for Deficiency of Service

DEFECTIVE WASHING MACHINE

In the District Consumer Disputes Redressal Forum
Darbhanga Collectorate, Darbhanga
Consumer Complaint No. ..... of .....

In the matter of:
A complaint under sections 11 and 12 of the Consumer Protection Act 1986 and the Rules made thereunder

And

Mr. X residing at .....
.....

Complainant

versus

Machinery Company Limited, a company incorporated under the Companies Act 1956 and carrying on business at .....

Respondent

To

The Hon'ble President and His Companion Member of the District Consumer Disputes Redressal Forum

The complainant above-named most respectfully

SHEWETH:

1. The respondent is a manufacturer of electrical goods including Washing Machines and carries on business in .....

2. The claim of compensation and/or redressal of grievances of the complainant does not exceed Rs. 5 lakhs.

3. The complaint relates to the malfunctioning of the Washing Machine purchased by the complainant from the respondent about 18 months ago. This Application is being made within 2 years from the date of cause of action for making this application.

4. On 15th June 1998 the complainant purchased one Automatic Washing Machine from the respondent at Rs. 20, 000.

5. The complainant paid the price, took delivery of the machine and the respondent issued a cash memo and a Guarantee/Warranty Card guaranteeing the proper functioning of the machine. The guarantee was valid for 3 years.

6. After about 7 days of running the said machine in accordance with the printed instructions given by the respondent the machine did not work properly. The complainant by his letter dated 25th June 1998 complained to the respondent setting out the malfunctioning of the Washing Machine including the non-working of the spinning mechanism.

7. The respondent sent its mechanic who apparently repaired the defect. But after some time again there was the malfunctioning of the machine since its water pump was not properly functioning. Its spinning mechanism also did not work.

8. After several reminders the respondent sent its mechanic who tried to repair the machine and ultimately made the machine workable but stated that the defect was a manufacturing one and therefore the same could not be fully repaired.

9. The complainant requested the respondent by a letter dated 10th December 1998 to replace the said machine as there was a manufacturing defect and in spite of best efforts the respondent's mechanic could not repair the defects. The respondent received the said letter but neither replaced the machine nor repaired the defect nor replied to the said complaint. A copy of letter and copy of the receipt are annexed hereto marked "A" and "A-1".

10. Copies of the Cash Memo and the Guarantee Card are annexed hereto marked "B" and "C" respectively.

11. Copies of the previous complaints are annexed hereto marked "D".

12. By reasons of the breach of the agreement, breach of the Warranty and negligence of the respondent, the complainant has suffered loss and damages which the complainant assesses at Rs. 35, 000.

In the facts and circumstances of the case the complainant prays for the following reliefs:

(*a*) Refund of Rs. 20,000 paid to the respondent for the purchase of the said Washing Machine;

(*b*) Interest from date of purchase on Rs. 20,000 at 18% per annum;

(*c*) Damages for harassment, physical injury and mental agony assessed at Rs. 35,000;

(*d*) Costs of the present proceeding;

(*e*) Further and other reliefs as the complainant is entitled to

And the complainant as in duty bound shall ever pray.

Place: .....
Date: ..... Signature of Complainant

Verification

I, Mr. X ..... son of Mr. Y. residing at ..... Darbhanga, Bihar do hereby solemnly declare and state that the statements contained in the preceding paragraphs of this complaint are true to the best of my knowledge and belief and nothing stated herein is false and I have not suppressed any material fact.

Verified at ..... Collectorate on
this ..... day of ..... Deponent

Identified by me Advocate

ANNEXURES:

1. Cash Memo
2. Guarantee Card
3. Letters of complaint

DEFECTIVE COMPUTER

In the Bihar State Consumers Disputes Redressal Commission
12 North Srikrishnapuri, Patna, Bihar

Original Jurisdiction
Consumer Complaint No. ..... of 2000

In the Matter of:
A complaint under section 17 of the Consumer Protection Act 1986 and the Rules made thereunder

And

Mr. X residing at 2 North Shrikrishnapuri, Patna, Bihar

Complainant

versus

Computer Limited a company registered under the Companies Act 1956 and carrying on business at 5 North Srikrishnapuri, Patna, Bihar

Respondent

To

The Hon'ble President and his Companion members of the State Commission

The humble complaint of the complainant above-named most respectfully

SHEWETH:

1. The respondent is the manufacturer of and dealer in Computers both Hardwares and Softwares and is carrying on business, *inter alia*, at Patna and New Delhi.

2. The claim of the complainant is less than Rs. 20 lakhs but more than Rs. 5 lakhs.

3. The complainant's cause of action for this complaint arose on and after 30th December 1998 within two years of the present application.

4. The complainant purchased a Computer from the respondent on 10th July 1998 at Rs. 6 lakhs on terms and conditions contained in the Guarantee Card given by the respondent.

5. Under the terms and conditions of the said sale of Computer by the respondent the respondent undertook to render free service for one year in relation to the said Computer.

6. Within six months of its installation at the office of complainant at 2 North Srikrishnpuri, Patna there was malfunctioning of the said Computer.

7. The complainant by a letter dated 15th December 1998 requested the respondent to replace the Computer as in spite of repairs by the respondent's mechanic, the Computer was malfunctioning and was of no use to the complainant.

8. The respondent again sent its mechanic who attended the Computer but could not repair it or remove the defect and the machine continued to malfunction.

9. The complainant by its letter of 5th January 1999 made a detailed complaint to the respondent about the machine and requested respondent to replace the said Computer.

10. The respondent by its letter of 28th January 1999 denied any defect in the Computer or that it was malfunctioning.

11. The complainant contacted an expert Mr. Z from Patna who was the Principal of Patna Computer College and got the Computer examined by him and received a certificate/report of his examination of the Computer.

12. According to the expert opinion there was a manufacturing defect in the Computer and it could not be repaired by any mechanic and required substantial replacement of certain parts of the Computer and reassembly thereof. A copy of the expert's report was sent to the respondent. In spite of this, the respondent did not take any effective steps. A copy of the expert's report is annexed hereto marked 'A'.

13. The complainant by a letter of 5th February 1999 requested the respondent to take back the Computer and refund the price paid therefor. A copy of the letter is annexed hereto marked 'B'.

14. The respondent in reply stated that there was no defect in the Computer and that the complainant is not entitled to any refund of the price for the Computer. A copy of letter is annexed hereto marked 'C'.

15. Copies of the receipt given by the respondent for purchase of the Computer and Guarantee Card are annexed hereto marked 'D' and 'D-1' respectively.

16. The complainant states that the contention of the respondent is untenable and unwarranted and in spite of several attempts the respondent has not been able to make the Computer function properly. The expert opinion is also to the effect that there was a manufacturing defect in the Computer.

17. In view of the aforesaid the respondent is bound to take back the Computer and refund the purchase price thereof and pay the costs and expenses incurred by the complainant in taking the expert opinion and incidentials thereto.

18. The respondent shall also pay the compensation due to the complainant for the harassment, troubles, loss of business, physical inconvenience and mental agony arising directly out of the breach of warranty, breach of the agreement and breach of duty on the part of the respondent. The complainant assesses such loss and damages at Rs. 5 lakhs.

19. Without prejudice to the aforesaid the complainant states that an enquiry be made as to the loss and damages the complainant has suffered due to the defective and malfunctioning Computer sold and delivered by the respondent to the complainant and its inability to repair the same and depriving the complainant of any use of the Computer and putting the complainant to harassment and mental agony and loss of business.

In the facts and circumstances of the case the complainant prays for the following reliefs:

(*a*) Refund of Rs. 6 lakhs paid as consideration for the said Computer;

(*b*) Interest from the date of payment of the said consideration money till realisation at 18% per annum;

(*c*) Payment of Rs. 5 lakhs by the respondent to the complainant by way of compensation for the loss and damages caused to the complainant by the wrongful acts of the respondent;

(*d*) Alternatively an enquiry into the loss and damages suffered by the complainant due to wrongful acts of the respondent and malfunctioning of the Computer and payment by the respondent to the complainant the amount so found due on such enquiry;

(*e*) Costs of the present complaint and proceeding be paid by respondent to complainant;

(*f*) Further and other reliefs that the complainant is entitled to.

And the complainant as in duty bound shall ever pray.

Place: Patna
Date: 5th March 2000

Verification

I, Mr. X, son of ..... residing at 2 North Srikrishnapuri, Patna, Bihar do hereby solemnly declare and state that the statements contained in the complaint above are true to the best of my knowledge and belief and that I have not suppressed any material fact.

Verified at Patna
this 6th day of February 2000

Deponent

Identified by me Advocate

ANNEXURES:

1. Receipt
2. Guarantee Card
3. Expert Report
4. Copies of correspondence

Complaint before National Commission

MALFUNCTIONING COMPUTER

In the National Consumers Disputes Redressal Commission
5th Floor, Janpath Bhawan, New Delhi

Original Jurisdiction

Consumer Complaint No. ..... of .....

In the matter of:

A complaint under section 21 of the Consumer Protection Act 1986 and the rules made thereunder.

And

Mr. X residing at .....
.....

Complainant

versus

Computer Limited a company registered under the Companies Act 1956 and carrying on business at .....
..... within the said jurisdiction

Respondent

To
The Hon'ble President and His Companion Members of the National Commission

The humble complaint of the complainant abovenamed most respectfully

SHEWETH:

1. The respondent is the manufacturer of and dealer in Computers both Hardwares and Softwares and is carrying on the business, *inter alia*, at Patna and New Delhi.

2. The claim of the complainant exceeds Rs. 20 lakhs.

3. The complainant's cause of action for this complaint arose on and after 30th December 1998 within two years of the present application.

4. The complainant purchased a Computer from the respondent on 30th December 1998 at Rs. 26 lakhs on terms and conditions contained in the Guarantee Card given by the respondent. The said Computer was sold and delivered by the respondent from its New Delhi Office.

5. Under the terms and conditions of the said sale of Computer by the respondent the respondent undertook to render free service for one year in relation to the said Computer.

6. Within six months of its installation at the office of the complainant at 2 North Srikrishnapuri, Patna there was malfunctioning of the said Computer.

7. The complainant by a letter dated 15th January 1999 requested the respondent to replace the Computer as in spite of repairs by the respondent's mechanic, the Computer was malfunctioning and was of no use to the complainant.

8. The respondent again sent its mechanic who attended the Computer but could not repair it or remove the defect and the machine continued to malfunction.

9. The complainant by its letter of 5th February 1999 made a detailed complaint to the respondent about the Computer and requested the respondent to replace the said Computer.

10. The respondent by its letter of 28th February 1999 denied any defect in the Computer or that it was malfunctioning.

11. The complainant engaged an expert Mr. Z from Patna who was the Principal of Patna Computer College and got the Computer examined by him and received a Certificate/report of his examination of the Computer.

12. According to the expert opinion there was a manufacturing defect in the Computer and it could not be repaired by any mechanic and required substantial replacement of certain parts of the Computer and reassembly thereof. A copy of the expert's report was sent to the respondent. In spite of this, the respondent did not take any effective steps. A copy of the expert's report is annexed hereto marked "A".

13. The complainant by a letter of 5th March 1999 requested the respondent to take back the Computer and refund the price paid therefor. A copy of the letter is annexed hereto marked "B".

14. The respondent in reply stated that there was no defect in the Computer and that the complainant is not entitled to any refund of the price for the Computer. A copy of the letter is annexed hereto marked "C".

15. Copies of the receipt given by the respondent for purchase of the Computer and the Guarantee Card are annexed hereto marked "D" and "D-1" respectively.

16. The complainant states that the contention of the respondent is untenable and unwarranted and in spite of several attempts the respondent has not been able to make the Computer function properly. The expert opinion is also to the effect that there was a manufacturing defect in the Computer.

17. In view of the aforesaid the respondent in bound to take back the Computer and refund the purchase price paid therefor and to pay the costs and expenses incurred by the complainant in taking the expert opinion and incidentals thereto.

18. The respondent is also liable to pay compensation to the complainant for the harassment, troubles, loss of business, physical inconvenience and mental agony suffered by and arising directly out of the breach of warranty, breach of the agreement and breach of duty on the part of the respondent. The complainant assesses such loss and damages at Rs. 15 lakhs.

19. Without prejudice to the aforesaid the complainant states that an enquiry be made as to the loss and damages the complainant has suffered due to the defective and malfunctioning of the Computer sold and delivered by the respondent to the complainant and its inability to repair the same and depriving the complainant of any use of the Computer and putting the complainant to harassment and mental agony and loss of business.

In the facts and circumstances of the case the complainant prays for the following reliefs:

(*a*) Refund of Rs. 26 lakhs paid as consideration for the said Computer;

(*b*) Interest from date of payment of the said consideration money till realisation at 18%;

(*c*) Payment of Rs. 15 lakhs by the respondent to the complainant by way of compensation for the loss and damages, harassment and mental agony caused to the complainant by the wrongful acts of the respondent;

(*d*) Alternatively an enquiry into the loss and damages suffered by the complainant due to wrongful acts of the respondent and malfunctioning, costs of expert opinion and payment by the respondent to the complainant the amount so found due on such enquiry;

(*e*) Costs of the present complaint and proceeding be paid by respondent to the complainant;

(*f*) Further and other reliefs that the complainant is entitled to be granted.

And the complainant as in duty bound shall ever pray.

Place: .....

Date: .....

X

Verification

I, Mr. X, son of ..... residing at 2 North Srikrishnapuri, Patna, Bihar do hereby solemnly declare and state that the statements contained in the complaint above are true to the best of my knowledge and belief and that I have not suppressed any material fact.

Verified at New Delhi
the 18th day of April 2000

Deponent

Identified by me
Advocate

ANNEXURES:

1. Receipt
2. Guarantee Card
3. Expert report
4. Copies of correspondence

15

Registration of a Co-operative Society

Co-operative Societies are governed by the Central Co-operative Societies Act 1912, where there is no State Act. In West Bengal they were governed by the West Bengal Co-operative Societies Act (Act XXI of 1940) as amended by the West Bengal Act XVII of 1970 until 1973, when the West Bengal Co-operative Societies Act 1973, came into force. The 1940 Act was expected to introduce a new life in the rural areas of West Bengal, but corruption, nepotism and vested interest struck at the very root of co-operative movement of the State. The Act was amended in 1970 and two successive ordinances were promulgated on 30th September 1972 and 27th January 1973 with a view to plugging the loopholes, but they failed to achieve much result. The West Bengal Co-operative Societies Act 1973, was enacted to consolidate and amend the law which introduced some major changes: (1) Bar to membership (s. 12); (2) refusal to register (s. 15); (3) disqualification for directorship (s. 23); (4) supersession of managing committee (s. 26); (5) seizure of books (s. 83); and (6) overriding power (s. 141) and several other changes. The rules framed under the 1940 Act continued until the 1974 Rules came not force. Sections 6 and 8 of the Central Act provide for conditions of registration and application for registration of co-operative societies. Sections 11 and 13 of the West Bengal Act of 1940 provided for what societies may be registered and application for such registration. The corresponding sections in 1973 Act are ss. 11 and 13, but the contents of the latter are different. The details about the formation of co-operative societies are given in the Bengal Societies Rules 1974. Rule 7 of 1940 Act provides that no primary society shall be registered unless it consists of at least 15 persons and where it is a credit society unless such persons reside in the same town or village or same group of villages or members of the same class or occupation. A co-operative farming society or housing society may be registered if it consists of eight or more persons. Rule 8 of 1973 Act requires that the applicants must reside or hold landed property in the same town or village and further that they must be members of the same class or occupation.

The provisions of the 1973 Act were found insufficient in the changed circumstances. There were lacunae, vagueness and omissions. By amendments these could not be removed. A Co-operative Law Committee was set up which submitted its report on the basis of which ultimately the West Bengal Co-operative Societies Act 1983 was passed and the West Bengal Co-operative Societies Rules 1987 were framed.

Application for registration must be in the prescribed Form and manner and be accompanied by a copy of the proposed by-laws.

FORMS

FORM NO. 1

Application for the Registration of a Co-operative Society with Limited/Unlimited Liability

[Rule 8(*i*)]

Part 1

To
The Registrar of Co-operative Societies
West Bengal

Dated ..... 19.....

Sir

We, the undersigned, agree to the enclosed by-laws, and under section 13 of the W.B. Co-operative Societies Act 1983 (West Bengal Act XLV of 1983), apply to be registered as a co-operative society with limited/unlimited liability under the title of ..... the registered office being ..... post office ..... thana/ panchayat ..... union board ..... sub-division ..... district .....

Serial No.	*Name of applicant for registration*	*Father's name*	*Occupation*	*Age*	*Permanent address*	*Present address*	*Whether member of any other society if so name and address of the society(ies)*	*Signature or LTI of the applicant*
1	2	3	4	5	6	7	8	9

Part II

1. Name of the proposed society .....

2. Nature of Liability of Members .....

3. On share basis or without shares .....

4. Number of applicants .....

(*a*) Individuals

(*b*) Co-operative Societies

5. Names of the members of the first Board (constituted under Rule 30):

(If it is desired that the Registrar should constitute the first Board by nomination, no name need be mentioned here).

(1) ..... Chairman

(2) ..... Vice-Chairman

(3) .....

(4) .....

(5) .....

(6) .....

6. Name and address of the person (Chief Promoter in the case of a co-operative hanging society) to whom communications, if any, are to be addressed till registration of the society.

7. Certified that the applicants belong to a different family as required under section 13(2) of the Act.

Signature of three applicants
authorised by the promoters to
sign and certify on their behalf.

1. .....

2. .....

3. .....

Date .....

N.B. A true copy of the proceedings of the promoters' meeting should be annexed with the application.

Bye-laws of General (Multipurpose) Co-operative Society

1. The society shall be called .....

2. The registered office shall be for the at ..... in the city of .....

3. The objects for which the society is established are mainly to promote the financial and economic interests of its members and more particularly—

(*a*) To acquire by purchase land, develop the same and to distribute and sell the same in small plots to its members at a fair price on co-operative basis and apply the proceeds of such sale towards all and any of its objects.

(*b*) To undertake construction or maintenance of schools, churches, mission halls or roads, bridges, culverts, to maintain gardens, tanks etc.

(*c*) To promote and encourage the spirit and practice of mutual help, co-operation and collaboration among its members.

(*d*) To assist its members to obtain their necessities of life at a fair price and with that and in view to open stores and counters at different centres for sale of all commodities required by them.

(*e*) To carry on trade, both wholesale and retail, in all sorts of articles and to engage in any business or transaction conducive to the interest and convenience of its members.

(*f*) To subscribe and/or to become a member of or otherwise co-operate in any manner with any co-operative association having objects altogether or in part similar to those of the society.

(*g*) To create fund or funds, to receive deposits on interest and to lend the same to members at concessional rate of interest.

(*h*) To adopt other measures designed to encourage among the members the spirit and practice of thrift, mutual co-operation and self-help and to propagate co-operative ideas.

(*i*) To amalgamate with other society or societies, organisation or institution in pursuit of all or any of its objects.

(*j*) To print and publish books, manazine, literature, journals written by its members writers on co-operative basis.

(*k*) Without prejudice to the generality of the above and for the effective carrying out of the above objects, the co-operative society shall have the power to acquire, receive and hold property of any kind including securities and negotiable instruments, to construct and maintain buildings, including the rights to alter or improve them and to equip them suitably, to manage, sell, transfer or otherwise dispose of or deal with property of any kind belonging to the society, to enter into contract or contracts for and in connection with any of the purposes of the society, to raise moneys and funds in such a manner as may be deemed fit for and on behalf of the society to establish a provident fund for the benefit of the employees of the society and when considered necessary, and to accept the management or execution of any trust or fund or endowment in which the society may be interested.

(*l*) To mortgage charge lease or otherwise dispose of exchange or deal in any manner authorized by law any property. And generally

to do all such acts, deeds and things as are incidental to the attainment of the aims and objects of the society.

4. The area of operation of the society will for the present be the State of .....

5. The share capital of the society shall be Rs. ..... divided in ..... shares of Rs. ..... each. Each member shall subscribe for at least one share. The share capital shall be applied in pursuit of the objects of the society as the Managing Committee shall from time to time decide in that behalf. The share capital may from time to time be increased by resolution at the general meeting convened specially for the purpose with the sanction of the Registrar of Co-operative Societies.

6. The membership shall consist of:

(*i*) Persons who join in the application for registration of the society as prescribed by law.

(*ii*) Persons admitted as considered eligible by the Managing Committee of the society.

7. Every member of the society must be—

(*i*) of good character,

(*ii*) of not less than 18 years of age except a minor heir of a deceased member.

8. Every member on admission shall sign his name in the Register of members or thumb-mark the same, and shall pay Rs. ..... as admission fee which shall not be refunded in any case. Every member shall subscribe for at least one share of the society of the value of Rs. ..... Every member shall have one vote. The chairman shall have a casting vote. No member shall be entitled to transfer his share but to surrender the same.

9. Membership shall be terminated by—

(*i*) death,

(*ii*) ceasing to hold one full share,

(*iii*) expulsion by a two-third majority of the members of the society in an extraordinary general meeting convened for the purpose after service of three weeks' prior notice therefor,

(*iv*) withdrawal after three months' notice given to the society, provided the member is not indebted to the society and is not a surety for an unpaid debt,

(*v*) insolvency.

On such termination of membership, the admission fee and the share of the member shall be deemed to be forfeited to the society except that:

(*a*) in case of death, the Managing Committee may admit to membership the heir of the deceased member or return the book value of the share to the heir.

(*b*) in case of insolvency, the receiver shall be paid the book value of the share by the society.

10. A member may be expelled from the society for:

(*i*) failure to pay the share money or debt due from him to the society.

(*ii*) conviction of a criminal offence involving dishonesty or resulting in his imprisonment for three months or more,

(*iii*) applying to be adjudicated as an insolvent,

(*iv*) intentionally doing any act detrimental to the interest of the society or wilfully disobeying any bye-law or decision of the Managing Committee or of the general meeting.

11. The liability of the members is limited and for any deficit or shortfall in the assets of the society on liquidation thereof shall be limited to four times the value of the share purchased.

12. The supreme authority shall be vested in the general meeting which shall be held at least once a year. At the annual general meeting, the balance-sheet and the profit and loss account shall be available to the members; considered and passed, the members of the Managing Committee shall be elected and any other special business may be conducted, notice whereof shall be given to the members at least 10 days prior thereto.

13. Five members present in person shall form a quorum.

14. An extraordinary general meeting may be called by the President or by the Secretary at the direction of the Managing Committee and shall be called by the President on the written requisition of five members.

15. The bye-laws of the society shall not be amended unless 2/3rd majority of the total members are present and vote for such amendment, notice whereof is given to the members at least three weeks prior thereto.

16. The Managing Committee shall consist of nine members comprising a President, a Vice-President, a Secretary, a Treasurer and five other members elected at the annual general meeting, five members present shall constitute the quorum for such meeting. The Managing Committee shall exercise all the powers of the society except those reserved for the general meeting.

17. The first Managing Committee shall comprise:

1. Shri ..... of ..... President.
2. Shri ..... of ..... Vice-President.
3. Shri ..... of ..... Secretary.
4. Shri ..... of ..... Treasurer.
5. Shri ..... of ..... Member.
6. Shri ..... of ..... Member.
7. Shri ..... of ..... Member.
8. Shri ..... of ..... Member.
9. Shri ..... of ..... Member.

IN WITNESS whereof the following members have subscribed to the aforementioned by-laws in token of their being bound by the same.

No.	*Name*	*Address*	*Witness*

Co-operative Housing Society under the West Bengal Apartment Ownership Act 1972

Such a Co-operative Housing Society is different from a Co-operative Society registered under the Co-operative Societies Act 1983. It is a co-operative of the apartment owners no doubt, but nevertheless an association of the apartment owners and its formation is quite different from the former. Under the bye-law 3(2) framed under the West Bengal Act XVI of 1972, as published in the Calcutta Gazette on 23rd November 1974, the following procedure has been prescribed.

Within forty-five days from the appointed day or from the date of submission of the property concerned to the provisions of the Act, whichever is later, or within such further period as the competent authority may, on application made to it or of its own motion, allow, the apartment owners of each property, owned by four or more apartment owners, shall, in a general meeting to be held on such date and at such time and place as may be convenient to all such owners and to be presided over by an apartment owner chosen by the apartment owners present in such meeting, form an association under some specific name and style, and the apartment owner presiding over such meeting shall immediately communicate the formation of such an association along with the names of the members thereof, in Form No. 1, to the Competent Authority who shall register the association under a serial number, and cause the names of the members thereof to be entered in the book kept in its office for the purpose.

Explanation.—For the purpose of this clause, a person owning more than one apartment, shall be deemed to be one apartment owner.

FORM NO. 1

[*See* Bye-law 3(2) of the W.B. Apartment Ownership Bye-laws 1974]

To
The Competent Authority
Under the West Bengal
Apartment Ownership Act 1972
.....

Sir

I hereby communicate that in a general meeting duly held on ..... presided over by the undersigned, the Association of

the Apartment Owners under the name and style of ..... for our property at ..... already submitted to the provisions of the West Bengal Apartment Ownership Act 1972, has been formed under the by-laws framed under the said Act with the following as members thereof:

Names of the members	No. of the apartments in the building owned by him/her
(1) Shri/Smt.	.....
(2) Shri/Smt.	.....
(3) Shri/Smt.	.....
(4) Shri/Smt.	.....
and so on	

Yours faithfully

.....

Date .....
Place .....

Signature of the Apartment Owner presiding over the general meeting

Co-operative Housing Society

A Co-operative Housing Society is a Society registered generally with a limited liability of the members under the West Bengal Co-operative Societies Act 1983. One of the objects of the Act is to bring about better and happier conditions of living for the weaker sections of the community. The object of a Co-operative Housing Society is to provide its members a dwelling house, apartment or lands for construction of dwelling houses or apartments and maintenances of common services in connection therewith. It includes a Federation of such Societies. A Co-operative Society is formed generally with limited liability of its members. However, a Co-operative Society with unlimited liability of its members to contribute jointly or severally for any deficiency in the assets of the Society may be registered. The Companies Act 1956 does not apply to a Co-operative Society. Ten or more persons can make an application for registration of a Co-operative Society. The application is to be accompanied by bye-laws of the Society. The application is to be made to the Registrar of the Co-operative Societies concerned.

A Co-operative Housing Society has a perpetual succession and a common seal with power to acquire, hold and dispose of property, to enter into Contracts and to institute and defend suits and other proceedings in its name.

Instruments relating to shares or debentures without touching immovable property or any Mortgage Deed executed in favour of Co-operative Society are not compulsorily registrable under the Registration Act 1908.

Eight or more individual persons each belonging to a different family may make an application for registration of a Co-operative Housing Society.[1]

All disputes concerning the business of a Co-operative Housing Society capable of being the subject of civil litigation or relating to the affairs of the Society (except labour matters) shall be referred to the Registrar of Co-operative Societies in the prescribed manner. The Registrar or any authorised person exercising the power of Registrar may decide the dispute or he may refer the dispute to be decided by arbitration. From the Registrar's decision, an appeal lies to the Tribunal.

A member may apply for loan through the Co-operative Society from the West Bengal State Co-operative Housing Federation Limited. Such loan is given on the terms and conditions and at the rate of interest that might be specified by the Federation.

The functioning of Co-operative Housing Society is governed by the Act and the Rules made thereunder and the bye-laws and regulations of the Society. The application for registration is to be made in Form 1 with three copies of the bye-laws addressed to the Deputy Registrar of Co-operative Societies (Housing), CMA, 6A Subodh Mullick Square, Calcutta 700013 or to the Assistant Registrar of Co-operative Societies of the concerned area, as the case may be.

A Co-operative Housing Society provides its members with dwelling houses, apartments or lands for construction of dwelling houses, or apartments and maintains common services and collects each member's contribution towards such expenses. The Society is managed by a Board but the ultimate power is vested in the members at a General Meeting. All disputes including the winding up of the Society are to be decided by the Registrar and the Civil Courts will have no jurisdiction over matters relating to winding up of the Society or disputes amongst the members or the members and the Society in relation to the apartments.

An individual, a Co-operative Society and the State Government may apply for membership of the Society. An association may be a member with the approval of the State Government. The rights and obligations of the members among themselves and in relation to land or apartment are governed by the provisions of the Act and Rules and the bye-laws of the Society.

Construction Agreement between Promoter and Co-operative Housing Society

THIS AGREEMENT MADE on this 10th day of December 2000 BETWEEN Mr. XY of ..... (hereinafter referred to as the PROMOTER)

1 Proviso to s. 13(2) of the West Bengal Co-operative Societies Act 1983.

which term shall include his successor and assigns) of the One Part and Delhi Co-operative Housing Society Ltd. registered under the Delhi Co-operative Housing Societies Act and having its registered office at .... (hereinafter referred to as the SOCIETY which term shall include its successors) of the Other Part.

WHEREAS the SOCIETY is seized and possessed of 15 cottahs of land in the premises No. ..... of .....

AND WHEREAS the PROMOTER has offered to promote, develop and construct a multi-storeyed building on the said land for the purposes of the SOCIETY on ownership flats basis.

AND WHEREAS the PROMOTER has agreed to take up the work of promoting, developing and/or constructing the said multi-storeyed building on the said land and the Society has agreed to authorise the PROMOTER to take up the said work.

NOW THESE PRESENTS witnesseth and the parties hereby agree as follows:

1. The PROMOTER will prepare the plan for construction of multi-storeyed building on the said land of the SOCIETY and get it approved by the authorities concerned.

2. The PROMOTER shall obtain requisite permissions from the Urban Land Ceilings Authority, the Municipality, and other concerned authorities for the development and construction of the said multi-storeyed building.

3, After the PROMOTER obtains necessary sanction for construction of the said multi-storeyed building in the said land and submits the requisite particulars as to the nature and mode of construction and the materials to be used and the time to be taken, the SOCIETY would get the same examined through its nominated Engineer/Architect and Lawyers and subject to their approvals, the PROMOTER shall carry out any additions or alterations or modifications as might be suggested by them and will obtain further permission or consent or approval of the authorities concerned.

4. The PROMOTER shall construct the said building according to the sanctioned plan, specifications and drawings in self-contained flats of not less than 500 sq. ft. carpet area each flat.

5. The said multi-storeyed building will have the basement, ground floor and 4 upper floors with all modern amenities and facilities for the entire building as also for each flat, basement and each floor.

6. The PROMOTER should make arrangement for drainage, sewerage, water connection, electric connection, and obtain completion certificate and occupation certificate from the appropriate authorities.

7. In consideration of the PROMOTER completing the said multi-storeyed building in the manner aforesaid, the SOCIETY agrees to pay to the PROMOTER

a consolidated sum of Rs. 6 crores on a turnkey project basis and the PROMOTER shall not be entitled to any extra amount either for escalation of costs, labour or materials or otherwise inasmuch as the said construction amount includes a percentage thereof as the escalated cost.

8. The said sum of Rs. 6 crores shall be paid by the SOCIETY to the PROMOTER on the PROMOTER furnishing a Bank Guarantee for the due performance of these presents for Rs. 6 crores which would stand reduced as and when the PROMOTER progresses with the work of construction of each floor.

9. The said sum of Rs. 6 crores would be paid by the SOCIETY in the manner following:

(*a*) By way of advance on the execution of these presents Rs. 50 lakhs.

(*b*) On completion of Foundation of the said building Rs. 50 lakhs.

(*c*) On completion of the basement Rs. 1 crore.

(*d*) On completion of the first floor Rs. 50 lakhs.

(*e*) On completion of the second floor Rs. 50 lakhs.

(*f*) On completion of the third floor Rs. 50 lakhs.

(*g*) On completion of the fourth floor Rs. 50 lakhs.

(*h*) On completion of the fifth floor Rs. 50 lakhs.

(*i*) On completion of fittings and furnitures Rs. 50 lakhs.

(*j*) On completion of drainage, sewerage, water-connection and electric connection Rs. 50 lakhs.

(*k*) On completion of plastering and painting both inside and outside the said building Rs. 50 lakhs.

(*l*) On giving possession of the said building complete in all respects together with completion certificate and occupation certificate, balance amount of Rs. 1 crore.

10. The PROMOTER agrees and undertakes to complete the construction of the said building and hand over the same to the SOCIETY within a period of two years from the date of execution of these presents.

11. In the event there be any delay in the schedule of work of construction or making over the possession of the completed building to the SOCIETY, the PROMOTER would pay interest @ 18% per annum on the amount invested and paid by the SOCIETY to the PROMOTER inasmuch as the SOCIETY would have to pay interest to the Delhi Co-operative Housing Federation Ltd. for the loans obtained from that Federation.

12. In the event there is delay in releasing loans by the said Federation to the SOCIETY, and consequent delay by the SOCIETY in payment to the PROMOTER, the PROMOTER shall not be entitled to suspend or delay its work but has to carry on the construction and completion of the work at his own costs and for which no compensation would be paid by the SOCIETY in as

much as an element of compensation has been included in the lump sum amount of Rs. 6 crores.

13. It is agreed that in the event of delay in completion of the said building the PROMOTER shall give possession of flats or floors which be found complete and ready for occupation of the members of the SOCIETY.

14. The SOCIETY will be at liberty to enter into an agreement for sale and/or sell flats to its members whether such flats have been constructed or are in the process of construction or will be constructed.

15. It is agreed that the Society would be entitled to create charge or mortgage on the multi-storeyed building in favour of the said Federation for the loans obtained or that might be obtained for the purpose of construction of the said multi-storeyed building and/or for payment to the PROMOTER.

16. The PROMOTER shall construct the multi-storeyed building in accordance with the plan/sanctions and shall make such additions and alterations that might be required by the Society's Supervisor on the site provided these are within the sanctioned plan and for such extra work the SOCIETY would make payment as might be agreed upon by the SOCIETY and the PROMOTER before taking up such additions or alterations.

17. The PROMOTER on completion of the work and handing-over of possession of the said building would make over to the society all plans, drawings, specifications, permissions, approvals, clearance certificate, and execute all such documents and do all such acts as might be required by the SOCIETY.

18. After making over possession and handing over all relevant documents to the SOCIETY the PROMOTER shall remove all plant, machinery, tools, implements and clean the entire building including inside of the flats so that the entire building is ready for occupation and use by the Society's members and other occupiers.

19, The bank guarantee amount will be reduced in proportion to the work done by the PROMOTER each sixth month from the execution of the Bank Guarantee to the extent of Rs. 5 crores after which the Bank Guarantee would continue till one year after the delivery of possession of the said multi-storeyed building to the Society.

20. From the beginning of construction work till the handing-over of possession of the completed building, the Promoter at his own cost would keep the said building fully insured against all losses and damages to the building, against all possible risks as also against death, injury or other loss or damages to the workers engaged in the construction of said multi-storeyed building and other persons on or in the site or building or in the vicinity thereof.

21. The PROMOTER shall allow the Society's representative, supervisor, architect or engineer to inspect the site and the process of construction,

nature of construction, quality of materials being used and all other safety aspects of the construction of building.

22. The PROMOTER agrees and undertakes that the buildings would be constructed in such a manner and with such materials that there would be no danger to the occupiers or visitors to the said premises or any chance of collapse of any portion of the said building and for this purpose the PROMOTER should furnish a Bank Guarantee for Rs. 1 crore valid for five years after completion of the said multi-storeyed building.

23. The bank charge and/or commission for obtaining the said Bank Guarantee have been taken care of in the said sum of Rs. 6 crores.

24. In case of any differences or disputes arising during the construction or after construction but within the guarantee period of five years from the date of delivery or occupation of the said building without stopping the work or discharge of any obligation of the parties, such disputes shall be referred to the Registrar of the Co-operative Society under the Co-operative Societies Act whose decision shall be final and binding on the parties.

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

Signed and delivered by the said Mr. XY, the PROMOTER in the presence of:

1. .....

2. .....

Signature

Signed, sealed and delivered by Mr. ..... pursuant to the Resolution of Delhi Co-operative Housing Society Ltd. dated ..... in the presence of:

1. .....

2. .....

Signature

Construction Agreement between Builder and Co-operative Society

THIS AGREEMENT MADE this 5th day of July 2000 BETWEEN ....., a partnership firm carrying on business at ..... (hereinafter referred to as the BUILDER which expression shall include its present and future partners, their heirs, executors, administrators and assigns) of the One Part AND Mr. XY residing at and owner of .....

..... (hereinafter referred to as the CHIEF PROMOTER which expression shall include his successors and assigns) of the Other Part.

WHEREAS the BUILDER is a partnership firm engaged in construction of buildings.

AND WHEREAS the said Mr. XY is the CHIEF PROMOTER of the XY Co-operative Housing Society Limited, to be registered under the West Bengal Co-operative Societies Act 1983 comprising the proposed purchasers of flats of the building to be constructed on the plot at ..... (hereinafter referred to as the said SOCIETY).

AND WHEREAS the members of the said SOCIETY are desirous of entrusting the task of construction and erection of a building on the plot .... on agreed terms and conditions.

NOW THIS AGREEMENT WITNESSETH and the parties agree as follows:

1. The BUILDER intends to purchase the plot of land at .... measuring 6 cottahs and thereafter to transfer it in favour of the SOCIETY.

2. The SOCIETY accepts the Certificate of title given to the BUILDER by Mr. XY's Advocate to the effect that the title to the property in question is marketable, free from encumbrances and reasonable doubts and that no requisitions will be made or objection taken by the SOCIETY as regards the title.

3. The CHIEF PROMOTER shall cause registration of the Society under the West Bengal Co-operative Societies Act 1983.

4. On its registration the CHIEF PROMOTER will apply for financial assistance by way of loan to the West Bengal Co-operative Housing Federation Ltd. (hereinafter referred to as 'Federation') for at least 75% of the estimated cost of the land and construction cost of the building.

5. Negotiation with the said Federation is already in progress and it is expected that 75% at least of the total finance required by the SOCIETY will be granted by way of loan by the said Federation on mortgage of the land by deposit of title deeds.

6. The copies of plan, specifications, list of amenities and the drawings in respect of the building to be constructed on the plot prepared by Mr. ....., Architect has been furnished to the BUILDER and the Builder has taken inspection of all documents necessary for the purposes of construction of the multi-storeyed building. The BUILDER has given to the Society two sets of the plans, specifications, list of amenities and drawings and one set whereof is returned signed by the CHIEF PROMOTER. The BUILDER shall present to the Calcutta Municipal Corporation the necessary plans for being sanctioned.

7: The BUILDER will purchase the land measuring 6 cottahs and the BUILDER shall construct for the SOCIETY according to the sanctioned or

approved plans, specification, amenities and drawings a five-storeyed building with parking space on the said plot of land.

8. The SOCIETY will pay to the BUILDER for the land and for construction of the building Rs. 78 lakh. The price will include the laying of drainage and water connections to the Municipal mains and electric connections to the CESC Ltd. mains and all the specified amenities.

9. The price will be paid to the BUILDER by the following instalments:

(*a*) Rs. 18 lakhs immediately on execution of agreement and satisfying the said SOCIETY that the conveyance of the said plot of land in the Builder's favour will be executed:

(*b*) A further sum of Rs. 18 lakhs will be paid to the Builder on or before 5th October 2000 or on commencement of construction work by the BUILDER whichever is earlier;

(*c*) A further sum of Rs. 1.5 lakhs will be paid to the Builder on or before 5th day of January 2001;

(*d*) As to a further sum of Rs. 1.5 lakhs (which sum when paid will be 50% of the total price of land, building and garage spaces to be constructed by the BUILDER) will be paid to the Builders on or before 5th April 2001;

(*e*) Over and above the sum specified in sub-clauses (*a*), (*b*), (*c*) and (*d*) above, all sums or advances which may be received by the SOCIETY from time to time from the Federation under its arrangement with them will be paid to the BUILDER as and when it is received;

(*f*) The balance price will be paid to the BUILDER on completion of the construction of the building on obtaining completion certificate and occupation certificate.

10. (*a*) In default of payment of any two of the payments referred to in clause 9 above, the BUILDER will be entitled to forfeit the sums already paid and the agreement will be terminated and the CHIEF PROMOTER or the SOCIETY shall have no claim against the BUILDER for specific performance or for compensation or for damages or otherwise;

(*b*) If within a year hereof the SOCIETY is not able to enter into an agreement with the West Bengal Co-operative Housing Federation Ltd. for obtaining loans by way of advance of not less than 75% of the estimated cost of land and construction cost of the building to be disbursed periodically against construction work as it proceeds then notwithstanding anything herein contained this agreement shall stand terminated and no claim for specific performance, damages, compensation or otherwise on either side would lie and the BUILDER shall return to the CHIEF PROMOTER and

the SOCIETY the sums already received after deducting all costs and expenses incurred within a period of three months.

11. On receipt of Rs. 36 lakhs by the stipulated instalments the BUILDER will execute in favour of the SOCIETY a conveyance of the plot of land for a sum of Rs. 78 lakhs. All costs of and incidentals to the conveyance including stamp duty and registration charges will be paid by the SOCIETY. The SOCIETY will take no objection and make no requisitions as regards the builder's title thereto. The BUILDER will make a declaration that they have not themselves created any encumbrance on the land and that charge in favour of the West Bengal Co-operative Housing Federation Ltd. on the land will have a first charge and the Builder's right over the land will be subject to any such first mortgage in favour of the said Federation. Notwithstanding the Builder's right to retain possession of the building to be constructed until the full price and all other moneys due to the BUILDER are paid all the Builder's legal rights under this Agreement and at law against the Society would remain unimpaired.

12. If any alterations are made in the plans at the instance of the Calcutta Municipal Corporation or any other authority the SOCIETY shall accept the same. The BUILDER will also not make any further charge on the SOCIETY on acceptance of such alterations. All outgoings of all kinds payable to the Calcutta Municipal Corporation or any other authority as from the day the land is conveyed in favour of the SOCIETY will be borne and paid by the SOCIETY and it shall accept the Builder's invoices or bills or vouchers and pay the same forthwith on presentation.

13. The SOCIETY shall engage and appoint Clerk of Works for the supervision of the construction work. Any difference of opinion as regards any matter arising in connection with the construction work between such clerk-of-works and the Builder will be decided in accordance with the directions of the said Architect whose decision shall be final and conclusive and binding on the parties.

14. The plans, drawings and specifications shall be and remain the Builder's property until the completion of the conveyance in favour of the SOCIETY. If any discrepancy arises between the specifications and the plans or drawings, the specifications shall prevail over and be deemed to be correct and binding notwithstanding the drawings. The BUILDER hereby agrees and undertakes that it shall remove all surplus material, plant and rubbish from the premises before handing over the possession of the Building and at the Builder's own cost. The BUILDER shall clean the entire site of all materials and make the compound level in good order cemented and/or tiled and usable. The BUILDER will lay the lawns and flower beds and get the passage in the compound as shown in the plans concreted before handing over possession. All plant, equipment and materials brought on the premises by the BUILDER shall be removed forthwith on completion of construction work.

15. The BUILDER hereby agrees and binds itself and its agents that it shall conform to the provisions of all Acts, rules and regulations and bye-laws for the time being in force and shall and will give all necessary notices to obtain sanction of the local authorities in respect of the construction work and generally will comply with the building and other regulations of such authority. For any such purposes, the Society's consent or authority if required will be promptly given.

16. The Builder hereby undertakes that it will not without the consent of the Society assign or sub-let the work of building or construction or any part thereof to any person except labour, planning, drainage, water supply and electric installations.

17. In the event of any accident or extra work to be done or variation made or Force Majeure, Acts of Gods, Civil Commotion, disturbance, conflict of any kind or non-availability of materials such as cement, steel, etc. the Builder will be entitled to an extension of time proportionate to the delay caused in order to enable the Builder to complete the constructions. In case of differences of opinion as to the time to be extended the said Architect will compute the period of delay and the extension of time for completion of the construction.

18. The Builder shall at all times during the period of construction keep all its labour and supervisory staff duly insured against all risks for workmen's compensation.

19. The Society will pay directly to Calcutta Municipal Corporation any amount that has to be paid towards consumption of water by the Society after the building is occupied and pay the CESC Limited for consumption of power.

20. The Society and its Architect will be entitled to inspect the building to be constructed by the Builder from time to time during the period of construction and after receipt of notice of completion. Any requisition or objection in respect of the construction work and/or whether it has been carried out in accordance with this agreement shall be taken and intimated to the Builder within 30 days of receipt of notice of completion and/or inspection whichever is later. If no requisition is made or objection taken within the said period of 30 days, the right to make requisition or take objections will cease and all objections shall be deemed to have been waived. Nothing herein contained shall however entitle the SOCIETY to delay or defer payments to the Builder of the balance of the moneys due to the BUILDER and the same shall be paid on the due dates therefor.

21. The SOCIETY shall as soon as it is registered under the West Bengal Co-operative Societies Act 1983 ratify this Agreement and if so required by the BUILDER will at its own cost execute proper documents to confirm and carry out the terms and conditions and other stipulations herein contained in conformity with the law.

22. All disputes, differences arising during the continuance of this Agreement or thereafter between or among the Builder, the SOCIETY, the CHIEF PROMOTER/Chief Promoter's representative touching or in relation to the Agreement between the BUILDER and the CHIEF PROMOTER and/or the SOCIETY or the construction or application thereof or any clause or thing in this agreement contained or as to any act, deed or omission of any party in any way relating to this agreement or the rights, duties or liabilities of any party under this agreement shall be settled through the arbitration under the Arbitration and Conciliation Act 1996 and if any dispute arises after the registration of the said SOCIETY, such dispute shall be referred to the Registrar of Co-operative Societies, West Bengal under sections 95 and 96 of the West Bengal Co-operative Societies Act 1983.

The First Schedule

Gr. Floor 1st Floor 2nd Floor 3rd Floor 4th Floor

The Second Schedule

Payment of amounts on following dates:

On signing of Agreement Rs. .....

..... 2000 Rs.

..... 2001 Rs.

..... 2002 Rs.

Amounts to be received from
Housing Federation Ltd. Rs.

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

Signed, sealed and delivered by
Mr. .....
pursuant to Board Resolution of
Builders Limited dated .....
in the presence of: Signature

1. .....

2. .....

Signed and Delivered by Mr. XY
the CHIEF PROMOTER in presence of: Signature

1. .....

2. .....

FORM I

Form of Application for the Registration of a Co-operative Society with Limited Liability

[Rule 8(1)]

PART I

To
The Registrar of Co-operative Societies

Dated .....

Sir

We the undersigned agree to the enclosed bye-laws and under section 13 of the West Bengal Co-operative Societies Act 1983 (West Bengal Act XLV of 1983), apply to be/registered as a Co-operative Society with limited liability under the title of ..... the registered office being at ..... Post Office ..... Thana ..... Town/Panchayat ..... Sub-division ..... District .....

1. Serial No.:
2. Name of applicant for registration:
3. Father's Name:
4. Occupation:
5. Age:
6. Permanent Address:
7. Present Address:
8. Whether member of any other society, if so name and address of the society(ies):
9. Signature/L.T.I. of applicant:

PART II

1. Name of the proposed society .....
2. Nature of liability of members .....
3. On share basis or without shares .....
4. Number of applicants .....
   (*a*) Individual: .....
   (*b*) Co-operative Societies: .....
5. Names of the members of the first Board (constituted under Rule 30)—(if it is desired that the Registrar should constitute the first board by nomination, no name need be mentioned here).

(1) ..... Chairman

(2) ..... Vice-Chairman

(3) .....

(4) .....

(5) .....

(6) .....

6. Name and address of the person (Chief Promoter in the case of a Co-operative housing society) to whom communication, if any, are to be addressed till registration of the society .....

7. Certified that each of the applicants belong to different family as required under section 13(2) of the Act.

Signature of three applicants authorised by the promoters to sign and certify on their belief.

(1) .....

(2) .....

(3) .....

Date .....

Deed of Release

(Used by the West Bengal State Co-operative Housing Federation Limited)

THIS INDENTURE MADE this ..... day of ..... 20..... BETWEEN the West Bengal State Co-operative Housing Federation Limited, a society registered under the West Bengal Co-operative Societies Act 1940 (West Bengal Act XXI of 1940 bearing registration No. 104/Cal of 1965 and having its registered Office at 'Todi Mansion', P-15 India Exchange Place Extension in the City of Calcutta hereinafter referred to and called the RELEASOR (which term or expression shall, unless excluded by or repugnant to the context, mean and include its successors and assigns) of the one part and ..... Society Limited, registered under the Co-operative Society Act 1983, bearing Registration No. ..... dated ..... and having its registered office at ..... hereinafter referred to and called the RELEASEE (which term or expression shall unless excluded by or repugnant to the context mean and include its successors and assigns) of the other part, WITNESSETH.

WHEREAS the RELEASEE executed and registered a Deed of Mortgage on ..... which was registered at the office of the Registrar of Assurance, Calcutta, in Book No. ..... Volume No. ..... pages No. ..... to ..... Being No. ..... for the year ..... and the RELEASEE (Mortgagor in the said Deed of Mortgage) mortgaged the property described in the schedules to the said Deed of Mortgage for taking loan of Rs. ..... Rupees .....) only from the RELEASOR (Mortgagee in the Deed of Mortgage) for the purpose of construction) of ..... (.....) separate house/apartments at ..... in the district of ..... for ..... members of the Releasee Society namely ..... Society Limited, on the terms, conditions and covenants as fully stated and contained in the said Deed of Mortgage dated, ... (hereinafter referred to as the Principal Mortgage).

AND WHEREAS the said members included one member, namely ..... of the Releasee Society.

AND WHEREAS for the said ..... Rs. ..... (Rupees .....) was sanctioned by the RELEASOR society on terms and conditions as fully described and set out in the said Principal Mortgage;

AND WHEREAS thereafter a further charge Deed for a sum of Rs. ..... (Rupees .....) only in favour of the said member as in schedule B therewith was registered at the office of the Registrar of Assurances, Calcutta on ..... (date) in Book No. ..... Volume No. ..... Pages ..... to ..... Being No. ..... for the year ..... wherein for the said ..... a sum of Rupees ..... (Rupees .....) only and thus the said ..... became entitled to Rs. ..... (Rupees .....) only;

AND WHEREAS the said Shri ..... accordingly received a sum of Rs. ..... (Rupees .....) only out of the sanctioned loan of Rs. ..... from the releasor/society);

AND WHEREAS the property of the said member Shri ..... was mortgaged in the said Principal Mortgage and in the said further charge by the RELEASEE Society in favour of the releasor Society as described and set out in Schedule 'A' herewith;

AND WHEREAS the releasee society has made payment of a sum of Rs. ..... (Rupees .....) only and all interest and all other sums due and payable thereon to the RELEASOR on account of the said loan of Rs. ..... (Rupees .....) only as paid to Shri ..... by the releasor-society which payment the releasor society doth hereby admit and acknowledge;

AND WHEREAS the releasee society has accordingly as per provisions contained in the said Principal Mortgage has requested the releasor-society to release the mortgaged property as in Schedule 'A' hereunder;

AND WHEREAS accordingly the releasor society has decided to release the said property as in Schedule 'A' herein in favour of the releasee society;

NOW THIS DEED WITNESSETH as follows:

In pursuance of the aforesaid payment of Rs. ..... (Rupees .....) only and all interest and all other sums due and payable thereon as received by the RELEASOR from the RELEASEE as aforesaid doth by this indenture release the mortgaged property on request of the said member, namely Shri ..... as described in the said Schedule the said Principal Mortgage and also fully described and set out in the Schedule A herein from the mortgage charge and declare that the society property as in Schedule A herein covered by the said Principal Mortgage is now free from all encumbrances, charges, liabilities and obligations whatsoever and accordingly from this day, the property mentioned in Schedule A herein is released from the mortgage bond by the releasor in favour of and unto the RELEASEE.

The RELEASOR doth hereby declare and state that it has not made any transfer of its interest in the property released nor has it encumbranced or charged it in any way.

All deeds, documents etc. of the Releasee Society in respect of the said property described in the Schedule A herein are to be handed over and returned by the RELEASOR accordingly.

PROVIDED always and it is further agreed between the RELEASOR and the releasee society that this Deed of partial release is between the parties hereto without affecting and/or changing any of the terms, conditions, rights and obligations of the parties as contained and set out in the said principal Mortgage.

Schedule A referred to above

Description of the property regarding loanee member.

Under District ..... Sub-Registry and Police Station ..... Mouza ..... J.L. No. ..... Old Khatian No. ..... Hal Khatian No. ..... Dag No. ..... Area and Land Decimals of land as per plan annexed to the said principal Mortgage dated ..... along with the building and all other construction and structure standing thereupon.

IN WITNESS WHEREOF the parties herein execute these presents on the day, month and year first above-written.

For West Bengal State Co-operative Housing Federation Ltd. the Releasor

.....

For ..... Society Ltd. the Releasee

WITNESS:

1.

2.

16

Debutter Property

A debutter is an endowment and much less a trust although it can be created through the medium of trust in which event the ownership of the property vests in the trustees and the deity is the beneficiary. It is not however necessary that creation of the debutter must always be by a registered deed. It is a gift to the God so not a gift to a living person within the meaning of the Transfer of Property Act. God is a juristic person an invisible spirit but capable of holding property. No writing is necessary to create an endowment. The essential requirements are (*i*) intention to divest; (*ii*) Sankalpa; and (*iii*) Utsarga.[1]

A Hindu who is of sound mind, and not a minor, may dedicate his property for religious or charitable purposes. Although it is not necessary to effectuate the said purpose by a registered instrument but it is necessary for the validity of a deed of endowment that the executant should divest himself of the property. Such dedication may also be effected by a will which, however, must be duly executed and attested by at least two witnesses. The deed of endowment, however, would require registration if it purports to transfer the interest of the executant in the immovable property of the value of one hundred rupees and upwards. The dedication must be for an object which is not vague or uncertain, e.g. a gift or bequest for spreading of Hindu religion or to Dharma or for good work is void. A gift or bequest in favour of an idol, even though it is to be installed and consecrated after the donor's death is not invalid. All property which a Hindu is entitled to dispose of by gift or will may be dedicated for religious or charitable objects.

The effect of a valid deed of dedication is to place the property comprised in the endowment extra commercium. The dedication is not invalidated by

1 *Vide* Mukherjea on the *Hindu Law of Religious and Charitable Trusts*, 5th Ed., pp. 38, 104, 105, 158 and other pages.

reason of the fact that members of the settlor's family are nominated as *shebaits* and given reasonable remuneration out of the endowment and also rights of residence in the dedicated property. The dedication moreover may be either absolute or partial. The property may be given out and out to the idol or it may be subject to a charge in favour of the idol. Where a Hindu dedicated the whole of his property to a temple and got deed of dedication registered, which in subsequent clauses provided that after the death of the grantor certain female members of his family should succeed him as managers and that half the income should be applied to the temple purposes and the other half should be enjoyed by the managers without power of alienation and in default of such managers the Government should become the manager in which event the whole net income should then be applied to the expenses of the temple, such a deed was held to be a valid endowment of the whole property to the temple and the donor's heirs had no right in it against either the idol or the managers.[2] The Indian Trust Act is not applicable to Hindu endowments and Mahomedan wakfs.

A *shebait,* who is a manager but not a trustee, can nevertheless alienate a debutter property only in cases of legal necessity, justifying causes and for the benefit of the deity. His power to alienate debutter property is analogous to that of an infant's manager as defined by the Judicial Committee in *Hanuman Persaud* v *Massamat Babooee.*[3] But he must be in-charge, *i.e.* manager of the property having *de facto* possession, control and administration. "An order of the court giving a trustee or *shebait* leave to mortgage the property is *prima facie* evidence of legal necessity and cannot be questioned on grounds of defect in procedure or want of jurisdiction except in cases of fraud upon the court".[4]

In *Niladri Shahoo* v *Mahunt Chaturbhuj Das,*[5] it was held by the Privy Council, following the principle enunciated in *Prosanna* v *Golap Chand,*[6] that the court could in cases of necessity make an order for sale.

In the absence of legal necessity, the sale of a debutter property by a *shebait* is *prima facie* an act amounting to a breach of the trust. So a purchaser acquires no interest. A sale in execution of a decree against the *shebait* in his representative capacity stands on a different footing and the purchaser acquires a good title.[7] The case of a permanent lease is also the same,

2 *Jadu Nath* v *Sita Ram* 44 IA 187.
3 (1856)6 MIA 393.
4 *Pashupatinath Seal* v *Pradyumnakumar Malik* (1936)63 Cal 454.
5 LR 53 IA 252.
6 LR 2 IA 145.
7 *Subbaiya* v *Mustapha* LR 50 IA 295.

nevertheless the transfer is valid during the lifetime or tenure of the office of the transferor *shebait*. A transfer of a portion of the debutter property admittedly not for any legal necessity for which no declaration in Form B under the West Bengal Estates Acquisition Act 1935, was filed, was nevertheless held as not void but valid during the lifetime or tenure of the office of that particular *shebait*.[8]

In case of such a nature, the transferee can hold, possess and enjoy the property adversely until when the particular *shebait* or *shebaits* cease to be in the picture by reason of death, removal, retirement or otherwise, in other words, so long as he continues to be the manager. This proposition was laid down authoritatively by the Judicial Committee in *Ram Charan* v *Narayangilal*.[9] This doctrine was affirmed in *Mahadeo Prosad* v *Bharati*,[10] but if the entire property is solid, the transfer is totally void, even if the permission is granted under the Indian Trust Act or on principles underlying the Guardians and Wards Act, which are the guidelines for cases of transfer of debutter estate although they are not applicable to Hindu endowments,[11] the transferee is not completely protected as he is to establish legal necessity in case the sale is challenged.

Whether a Brahmottar land is transferable.[12]

If the land is granted burdened with the condition of service, it is not transferable. If in recognition of service transferable conversion of a debutter property into secular estate.[13]

A *thakurbati* is not divisible.[14]

A private debutter can be partitioned among the *shebaits* for better enjoyment provided the same does not destroy the debutter character of the estate.[15]

Contrary view was expressed in *Sukumar Bose* v *Abani Kumar Halder*.[16]

8 *Surendra Nath Pramanick* v *State of West Bengal* 83 CWN 525.
9 LR 60 IA 124.
10 LR 62 IA 47.
11 *Gostha Behari De* v *Purna Chandra De* AIR 1949 Cal 219.
12 *Jiban Chandra* v *Naren* AIR 1955 Ass 24.
13 *Gobinda* v *Debendra* 12 CWN 98; *Tulsidas* v *Siddique* 20 CLJ 315; *Appu* v *Karumba* 21 MLJ 588; *Chandi Charan Das* v *Dulal* 54 Cal 30.
14 57 Cal 570.
15 34 CWN 151; *Dharmadas* v *Costa* 16 CWN 29; *Bhabatarini* v *Behari* 10 IC 399; *Madhab* v *Sarat* 15 CWN 126.
16 60 CWN 778.

FORMS

Sale of Debutter Property

THIS DEED OF SALE made this ..... day of ..... BETWEEN ..... deity consecrated and established at premises No. ..... Calcutta, hereinafter referred to as the SAID DEITY represented by its SHEBAIT of the first part ..... son of ..... by religion Hindu ..... by occupation ..... residing at No. ..... and C.D. ..... son of ..... by religion Hindu, by occupation ..... residing at ..... hereinafter referred to as the PURCHASER which expression shall where the subject or context allows or admits of be deemed to include his heirs, executors, administrators, representatives and assigns of the second part.

WHEREAS ..... (name) is at present SHEBAIT of the DEITY and so is fully in charge of and management and administration of the estate of the DEITY which consist of *inter alia* properties mentioned and described in SCHEDULE "A".

AND WHEREAS the temple that is place of worship of the DEITY is located at premises No. ..... which is now lying in a most dilapidated condition for want of necessary repairs and maintenance for a long time.

AND WHEREAS the income of the estate of the DEITY that is the rent which is collected from other property belonging to the DEITY is hardly a sum of Rs. ..... per month that is Rs. ..... per year out of which the following disbursements are to be made, *viz.*

(*a*) Amount paid to the priest for performance for daily Seva and Puja of the DEITY at the rate of Rs. ..... per month that is Rs. ..... per year.

(*b*) Amount paid to the milkman for supply of milk to the DEITY at the rate of Rs. ..... per month that is Rs. ..... for the year.

(*c*) Amount paid to the maid-servant for the cleaning of the temple of the DEITY and utensils Rs. ..... per month that is Rs. ..... per year.

(*d*) Amount paid as costs of fruits and sweets of the DEITY every day Rs. ..... per month that is Rs. ..... per year.

(*e*) Amount spent for kerosene oil for one Hurricane lamp kept burning at night at the temple of the deity Rs. ..... per month, *i.e.* Rs. ..... per year.

(*f*) Miscellaneous and contingent expenses Rs. ..... per year.

(*g*) Taxes payable to the Municipality per quarter Rs. ..... that is Rs. ..... per year. Total Rs. ..... per year.

AND WHEREAS in the circumstances there is no such surplus income nor any reserve fund for the maintenance and repair of the temple and for essential services to the DEITY AND WHEREAS the said temple which is out of repair for a long time is liable to collapse before the ensuing monsoon unless urgent repairs are immediately executed the costs whereof are estimated at a sum of Rs. ..... AND WHEREAS the estate of the DEITY having no funds to carry out repairs the party of the second part contracted for sale of the property namely the vacant land at premises No. ..... yielding no income fully mentioned and described in the schedule below at and for a sum of Rs. ..... which offer is the highest among others he received after advertisement in newspapers on two occasions AND WHEREAS the said PURCHASER is also satisfied about the *bona fides* of such sale and has agreed to purchase same at the price of Rs. ..... to be paid to the party of the first part immediately on execution of the conveyance and to contribute a further sum of Rs. ..... per month towards cost of Seva and Puja in perpetuity.

NOW THIS DEED OF SALE witnesses that in the circumstances aforesaid and for legal necessities and justifying causes SHEBAIT as representing the said DEITY and in exercises of all powers, authorities and liberties vested in him as such SHEBAIT do hereby and hereunder grant, convey, transfer, assign, and assure unto the other party of the third part the property fully mentioned and described in Schedule "B" hereto free from all charges for the performance of everyday Puja and periodical festivals of the DEITY but subject to the contribution of the sum of Rs. ..... per month in perpetuity on that account. AND THAT the party of the first part do hereby covenant and agree with the party of the second part that the said property is free from encumbrances except the charge for the maintenance and Seva and Puja of the DEITY which is hereby extinguished and that the same is not otherwise prejudiced in title or estate and that the party of the first part has not done executed or performed anything whereby he is hindered or prevented from granting and/or conveying the same in the manner hereinbefore indicated.

Schedule above referred to

SCHEDULE "A"

List of properties belonging to the deity.

SCHEDULE "B"

Description of property sold under this Deed of Sale.

IN WITNESS WHEREOF the parties have executed this Deed of Sale on the day, month and year first above-written.

Signed, sealed and delivered by the within-mentioned AB the SHEBAIT as representing the DEITY in the presence of:

Signed, sealed and delivered by the within-mentioned CD, the PURCHASER in the presence of:

MEMO OF CONSIDERATION

NOTE: *Sale.* A sale by a *shebait* or mohunt of his right to manage debutter property is void, even though the transfer may be coupled with an obligation to manage the property in conformity with the trust attached thereto. Nor can the right be sold in execution of a decree against him. Even if a custom be proved which sanctions the sale of such a right, the courts should refuse to recognize it, as being against public policy, especially where the sale is made to a stranger for the pecuniary benefit of the vendor.

It is however competent for the *shebait* to renounce his right of management and transfer the same without receiving any consideration to a person standing in the line of succession provided the transferee is not disqualified by personal unfitness. A sale of the debutter not even for legal necessity is valid during the life of the transferor.[17]

Lease of Debutter Property

THIS DEED OF LEASE is made this 5th day of February 1999 BETWEEN Shree ....., Deity, represented by ..... of .... the *shebait* (hereinafter referred to as the LESSOR) of the one part and Messrs. ....., a company registered under the Companies Act 1956 and having its registered office at .... (hereinafter referred to as the LESSEE) of the other part.

17 *Surendra Nath Pramanick* v *State of West Bengal* (1978-79)83 CWN 525.

WHEREAS by a Deed dated ..... Sri ..... dedicated, *inter alia*, his immovable property at ..... to the DEITY absolutely and for ever and the said ..... is the *shebait* and carries on the Seva Puja of the said deity and the management and administration of the said debutter property.

AND WHEREAS the income from debutter property became inadequate due to inflation to carry out the Seva Puja of the said deity and maintenance of the debutter property with the income thereof and there was urgent legal necessity for augmentation of the existing income and it was thought fit that a portion of building now used for residence of the *shebait* could be leased out and the rent from the said leased out portion of debutter property could sufficiently augment the income of the said deity.

AND WHEREAS the said *shebait* representing the said deity made an application to the Hon'ble High Court at Calcutta for permission to lease out for legal necessity 3 rooms on the ground floor used as residential quarters of the *shebait* but forming a part of the debutter property at the premises ..... and after hearing the persons interested and after consideration of income and expenditure for the Seva Puja of the deity and maintenance of the debutter property the Hon'ble High Court at ..... was pleased to sanction by an Order dated ..... The granting of lease for a period of 5 years at a time renewable every 5 years subject to a minimum monthly lease rent of Rs. 3,000 which should be enhanced by 20% every 5 years.

AND WHEREAS THE LESSEE has made searches and inspected all relevant documents, court records including the certified copy of the said Order of the Hon'ble High Court at ..... passed on ..... and has satisfied himself with the authority and power of the LESSOR to grant the lease of the said 3 rooms of the debutter property (hereinafter referred to as the said PREMISES) and the validity of the present Deed of Lease and agreed to take on lease the said PREMISES at a monthly rent of Rs. 3,000 to be enhanced by 20% every 5 years for a period of 5 years in the first instance and thereafter renewable for 5 years at a time.

AND WHEREAS the LESSEE agrees that the *shebait* does not give any warranty as to his power or authority to grant the said lease save and except that the said dedication of the property to the said deity and Order of the Hon'ble Court and that up till now there is nobody else claiming to be the *shebait* of the said deity or the Manager of the said debutter property.

NOW THESE PRESENTS WITNESSETH and the parties hereby agree as follows:

1. In pursuance of the said Order of the Hon'ble High Court at ..... and in consideration of the rent hereby reserved and on the terms, conditions,

covenants and agreements herein contained and on the part of the LESSEE to be observed and performed the LESSOR doth hereby demise unto the LESSEE all that the said 3 rooms each measuring 120 sq. ft. situated on the ground floor of the premises No. ..... facing East having frontage on 30 ft. wide ..... to hold the said PREMISES unto the LESSEE for a term of 5 years with option to renew for 5 years at a time on an enhanced lease rent of 20% commencing from the date of execution of these presents but subject to earlier determination as mentioned hereinafter.

2. The LESSOR shall pay by way of lease rent a sum of Rs. 3,000 per month payable in advance by the 10th of each month.

3. The LESSEE shall deposit Rs. 3,00,000 by way of security money free of interest which security money will be refunded on the LESSEE giving vacant possession the said premises to the LESSOR.

4. The LESSEE shall give notice 13 months before the expiry of lease as to whether it intends to renew the lease for another 5 years.

5. The LESSEE shall pay all present and future municipal rates, taxes, duties and levies and other outgoings, statutory or otherwise payable to Municipality or other authorities in respect of said leased out premises.

6. The LESSEE shall keep the leased-out premises in good and tenantable repairs but shall not carry out any additions or alterations or structural changes without the written consent of the LESSOR.

7. Within one month of the LESSEE getting possession of the said PREMISES, the LESSEE shall start the repairs or renovation of the said leased-out premises and paint the outside of the entire building used by the said *shebait* including the leased-out premises.

8. The LESSEE shall not use the said PREMISES for any unlawful purpose or bring into the PREMISES any inflammable or hazardous article, thing or goods or store them there.

9. The LESSEE shall use the said PREMISES only for the purposes of carrying on its business and in doing so undertakes not to create any nuisance or undue annoyance to the neighbours.

10. The LESSEE shall not sub-lease or grant any leave or licence to any person, firm or company or create any charge or mortgage over the said PREMISES without the prior written consent of the LESSOR.

11. The LESSEE shall make arrangements for separate Meters for water, electricity and gas as it may require at its own cost and the LESSOR would give the consent for such installation of Meters or connection for electricity or gas.

12. If the LESSEE makes any default in payment of lease rent for two months or commits any breach of any of the terms or conditions contained herein the LESSOR shall have the liberty to terminate the lease and to re-enter the said premises.

13. The LESSEE agrees and on enquiry has been satisfied that all necessary sanctions and permissions have been obtained, all formalities have been observed for the purposes of granting the lease and that the LESSOR shall have no liability or responsibility as to the validity or otherwise if questioned of the present demise.

14. The LESSEE agrees and undertakes to bear and pay the requisite stamp duty and registration charges and other legal and miscellaneous expenses in respect of present Deed of Lease.

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

Signed and delivered by Sri .....
....., *shebait* representing Sree Sree Radha Gobinda pursuant to Order dated ..... of the Hon'ble High Court at ..... in presence of:

1. .....
2. .....

For Sree Sree Radha Gobinda
Shebait

Signed, sealed and delivered by Mr. ..... pursuant to Board Resolution dated ..... of Messrs. Business Ltd. in presence of:

1. .....
2. .....

For Business Ltd.
Director

Lease of Debutter Property

THIS DEED OF LEASE is made on this 30th day of May 1999 BETWEEN GODDESS DURGA installed in the Temple called "Durga Mandir" at .....
..... (hereinafter referred to as the said DEITY) of the First Part, Swami Brahmananda, one of the trustees, residing at the premises adjoining the Durga Mandir, ... (hereinafter

referred as the LESSOR which expression shall unless excluded by or repugnant to the context include his successors in office) of the Second Part and Sri Jubaraj by religion Hindu, by occupation business at present residing at ..... (hereinafter referred to as the LESSER) of the Third Part.

WHEREAS by a Deed of Trust dated ..... the land at .... and all funds were dedicated to the Goddess Durga with direction to construct a temple thereon and install the said Goddess Durga therein.

AND WHEREAS by the said deed five named persons were appointed as the Trustees who would constitute a Board and conduct the affairs of the said deity and the Trust Property.

AND WHEREAS the said property with the trust funds the said temple was constructed and the deity was installed and the said temple was named as "Durga Mandir".

AND WHEREAS the Board of Trustees agreed to act as the Trustees and agree to the directions contained in the said Trust Deed, constructed the said temple and named it as "Durga Mandir" and installed the said Goddess Durga therein.

AND WHEREAS due to inflation the costs of maintenance of the property and daily Seva Puja of the deity and holding of the periodical festivals have gone up considerably during the last nine years the income of the Trust property has become inadequate to meet the expenses in relation to the said Durga Mandir.

AND WHEREAS the Board of Trustees is empowered by the Trust Deed to manage and maintain the trust property along with its assets and funds with power for legal necessity to lease out or sell any portion of the Trust property so that the said Durga Mandir may be properly maintained and the Seva Puja of the deity continue.

AND WHEREAS the Board of Trustee had by a resolution passed unanimously at its meeting held on 16th April 1999 decided to lease out a portion of the debutter property as described in the Schedule below in the interest of the deity.

AND WHEREAS Sri Yubaraj is desirous of staying near the said Durga Mandir and devote his time in the worship of the said Goddess Durga and thereby became almost a part of the said Durga Mandir to have peace of mind and lead a life dedicated to the Goddess Durga.

AND WHEREAS the said Sri Yubaraj approached the Board of Trustees for a lease of a portion of vacant land adjacent to and belonging to the said

deity not required for the purposes of deity or periodical Seva Puja or festivals for leasing out to him for construction of a small house in conformity with the design and structure of the said Durga Mandir and the Board in principle agreed to do so.

AND WHEREAS the said Sri Yubaraj has sold his property with a view to take on lease a portion of the property belonging to the said deity and make constructions thereon for his residential purposes.

AND WHEREAS the Board of Trustees have considered the proposal and taking into consideration the dire need for money for the maintenance of the existing property and for meeting the expenses of Seva Puja of the deity the existing income has to be augmented agreed to the proposal.

AND WHEREAS considering the legal necessity for leasingout a portion of the debutter property the Board of Trustees by a Resolution dated .... authorised Swami Brahmananda, a party of the Second Part to execute a Lease Deed on behalf of the Board of Trustees of the said party in favour of Sri Yubaraj for a period of 30 years on a lump sum premium of Rs. 10 lakhs and on a monthly rent of Rs. 500. All rates, taxes, levies, cesses and outgoings in respect of the said land proposed to be leased out measuring about 4 cottahs should be borne by the LESSEE and in respect of the said leased out land and the Board of Trustees of the property shall have no obligation to pay any money on any account whatsoever and all expenses and outgoings shall be borne by the LESSEE.

AND WHEREAS Sri Yubaraj has made enquiries and searches and examined the Trust Deed and has satisfied himself fully about the right, title and interest of the deity and the powers of Board of Trustees to authorise granting of such lease in the facts and circumstances stated herein and has agreed to accept lease of the said land of the deity on terms and conditions mentioned hereinbefore and contained hereinafter.

NOW THESE PRESENTS witnesseth and the parties hereby agree as follows:

1. In consideration of the sum of Rs. 10 lakhs paid by the LESSEE to the LESSOR as non-refundable premium and in consideration of a monthly rent of Rs. 500 the LESSOR hereby grants and the LESSEE hereby takes on rent a plot of land measuring more or less 4 cottahs for a period of 30 years from the date hereof.

2. The LESSEE would be at liberty to construct a two-storeyed building not taller than the temple and having a design in conformity with the said temple and should give it an appearance of a part of the temple.

3. The LESSEE shall pay and discharge and satisfy all taxes, rates, cesses, levies and impositions both existing and future in respect of the premises demised irrespective of the legal liability of the said deity.

4. The LESSEE shall take possession of the said building to be constructed and shall not use the same except for residential purposes of the LESSEE and his family members. In the event the lessee intends to dispose of the said leasehold property he should offer the same to the deity represented by the Board of Trustees at a price not more than the value of the unexpired period, total value being Rs. 10 lakhs for 30 years.

5. The LESSOR doth hereby covenants that the land comprising in the Lease Deed is not at present affected by any notice or scheme by any municipality or other local authority and the property is free from all encumbrances, attachment, charges and other claims and demands.

6. The LESSOR has a good and marketable title to lease out to the LESSEE the said property and the said leasing out is duly authorised by the Trust Deed and the Board of Trustees and the lessee has satisfied himself about these facts.

7. The LESSOR or the Board of Trustees has not done, executed or performed anything whereby the present lease is hindered or prevented from granting or executing or transferring the property in any manner.

8. In the event through inadvertence or error or by any other cause whatsoever if it is found to be incomplete in respect of the right, title and interest or possession of the LESSEE, the LESSOR shall be bound to execute any further Deed in favour of the LESSEE for further perfecting, ensuring and assuring the right, title and interest and possession of the LESSEE.

9. The LESSOR shall execute or cause to be done or executed all such lawful acts, deeds and things whatsoever for further and more perfecting, conveying and assuring the said property and every part thereof in the manner aforesaid according to the true intent and meaning of the deed.

10. The LESSOR doth hereby and hereunder grant, convey, transfer and assign and assure unto and to the use of the LESSEE full and free right and liberty of way and passages for ingress to and egress from the said premises for himself his family members and relations and visitors over the said plot measuring about 4 cottahs as indicated in the site plan attached hereto through the passage 15 ft. wide leading to the plot from ..... to premises and to hold at all times hereafter for 30 years and for all purposes and telephone, electric, gas, water and sewage connections over and under the same and the same plot of land will also be used by all persons visiting or having any interest in the said Durga Mandir.

11. The parties have agreed and understood the nature of enjoyment of the demised premises herein situated and the surrounding areas and the

fact is that the demised premises is attached to the said Durga Mandir and the LESSEE agrees it will not object to or make any grievance of any noise or disturbance by virtue of usual Seva Puja of the deity and the periodical festivals and/or religious functions that might be held in or outside the said Durga Mandir.

12. The LESSEE shall have the right to surrender the lease in which case as also on termination of the lease the building constructed on the lease-hold property would belong to the said deity and that the LESSOR shall return a proportionate amount of the said amount of Rs. 10 lakhs depending on the unexpired period of the said lease and excepting that the LESSEE shall not have any right against the LESSOR on any account for whatsoever reason.

Schedule of the lease property

All that piece and parcel of land measuring about 4 cottahs, now lying vacant under Khatian No. ..., Dag No. ..., in Mouza Ganesh Bazar, J.L. No. ..., and butted and bonded.

by

on the North: ... .
on the South: ... 10 ft. wide .....
on the East: ... .
on the West: ... a portion of the property of the said temple.

IN WITNESS WHEREOF the parties hereunder have set out and subscribed their respective hands and seal, on the day, month and year first above-written.

For self as Shebayat and
Deity as authorised by
the Board of Trustees

Signature of the LESSOR
(by the pen of Shebayat)

WITNESSES:

1.

2.

3.

Signature of LESSEE
Sri Yubaraj (TRUSTEE)

WITNESSES:

1.

2.

3.

MEMO OF CONSIDERATION

Bank Draft in favour of deity drawn on ..... Bank, ..., No. ..... dated ..... for Rs. 10 lakhs.

Received the consideration
(Signature of the LESSOR)

WITNESSES:

1.

2.

3.

17

Development and Sale of Apartments

Statutes affecting apartment ownership. Developer's agreement, construction agreement, agreement with prospective flat or apartment owners and management of common amenities of the flats or apartments, transfer of flats and matters relating thereto are governed by several Statutes both Central and State. Before entering into any agreement it has to be ensured that these laws are complied with. Some of the Statutes are:

1. Companies Act 1956 (where company is a party);
2. Co-operative Societies Act 1912 and State Acts;
3. Co-operative Housing Society Acts of States;
4. Delhi Apartment Ownership Act 1986;
5. Gujarat Ownership of Flat Act 1972;
6. Income-tax Act 1961;
7. Karnataka Ownership Flat Act 1972;
8. Karnataka Ownership Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act 1972;
9. Maharashtra Ownership Flats (Regulation of Promotion of Construction, Sale, Management and Transfer) Act 1963;
10. Maharashtra Apartment Ownership Act 1970;
11. Registration Act 1908;
12. Stamp Acts both Central and States;
13. Transfer of Property Act 1882;
14. Urban Land (Ceiling and Regulations) Act 1976;
15. Uttar Pradesh Ownership Flats Act 1975;
16. West Bengal Apartment Ownership Act 1972;
17. West Bengal Building (Regulation of Promotion of Construction and Transfer by Promoters) Act 1993;

18. West Bengal Building Tax Act 1996;
19. West Bengal Co-operative Societies Act 1983;
20. West Bengal Government Land (Regulation of Transfer) Act 1993.

Apartment ownership regulations. Many of the States have enacted laws regulating ownership of flat or apartment and promotion of, construction, sale, management and transfer of flats.

Provisions have been made for control on planning and construction with a view to securing quality of raw materials to be used in construction, the security and stability of the apartments to be built and substantial responsibility have been imposed on Promoters. Provisions have been made for protection of buyers and compensation for loss to the buyers, requirement as to insurance of the constructed building and for violation of law or rules the Promoters have been made liable for cancellation of their registrations, imprisonment and fine apart from liability to pay compensation to the buyer of the flat.

"Promoter" means an individual, a firm and association of persons, a corporation or a company who constructs or causes to be constructed buildings on a plot of land for the purpose of transfer of such building or flats.

Every Promoter must register his name as a promoter with the Authorised Officer under the Act on payment of a fee. Without such registration a person is not a Promoter and cannot take up such construction work.

The Promoter should make an application for permission to begin house construction in the appropriate form to the Authorised Officer. For such permission a fee is payable according to the value of the cost of construction. In the application the Promoter is to give description of the land, site plan, proof of ownership of the land, authority to develop the land, the area of the land, the particulars of flats to be constructed, the facilities and amenities to be provided to the flat-owners, sanctioned plan of the building to be constructed, the approximate cost of construction and sources of funds. Further the details of agreement with the landowner regarding the construction of houses and the amount received and the period within which possession of the flat is to be given and a copy of the agreement between the Promoter and buyer of the flat are to be furnished. The names and addresses of the Architects, Engineers and Contractors are to be furnished to the Authorised Officer. Income Tax Clearance Certificate and Sales Tax Clearance Certificate are also to be submitted.

Buyers have been given the right to claim compensation in due process of law for any defective construction or sub-standard materials used for construction or any unauthorised change in the structure of the building has been done or the Promoter wrongfully encumbers the land or building without the permission of the buyer or fails to give possession to the buyer within the specified period or delays construction of the flat.

Generally the Act provides for a machinery for settlement of the disputes without going to Court or to arbitration. The Authorised Officer under the Act is authorised to receive complaints from the buyers and to decide the same.

After the construction is complete and the flats have been sold the buyers are required to form an Association or a Co-operative Society or a company which would be responsible for the maintenance of the building and to provide the common services to the flat-owners.

When an Association or Company or Co-operative Society is formed the Promoter shall transfer to it all his rights, title and interest in the land and building and make over all documents relating thereto.

The agreement between the Promoter and the buyer of the flat should contain certain minimum information or clauses such as description of the land, details of location of flat, total covered area of flat, carpet area, height, length and width of each room, constructional particulars and necessary details, electrification and sanitation arrangements common area for flat owners, total cost of flat, booking fee, instalment, rate of interest, refundable money in case the purchase falls through, when the Deed of Transfer of Flat would be completed and when the possession would be given.

The Promoter is required to obtain a Completion Certificate from the competent authority and submit the same to the Authorised Officer.

The Promoter is required to insure the land with building after completion of construction covering the liability for any loss of lives and properties and physical injuries. He shall submit a copy of the Policy to the Authorised Officer.

The Promoter is not entitled to alter or add to the structure without prior approval of the authority concerned. To protect the interest of the buyer and to give him quick remedy such Acts have made provisions for decision on a complaint of the buyer against the Promoter by the Authorised Officer under the Act and his decision would be final.

For breach of undertaking or agreement the Promoter is liable to imprisonment upto 3 years or fine up to Rs. 5,000 or both apart from his liability for breach of trust in his dealings with the buyers.

Development, Construction and Transfer of Apartments by Promoters in West Bengal. The West Bengal Building (Regulation of Promotion of Construction and Transfer by Promoters) Act 1993, the Rules made thereunder in 1995, the West Bengal Apartment Ownership Act 1972 and the rules made thereunder in 1974 regulate the promotion of construction and transfer of building by Promoters and Ownership of Apartment which is heritable and transferable and are applicable in whole of West Bengal. Similar Acts and Rules have been enacted by the State of Maharashtra and other States.

The Act provides that every Promoter who intends to construct a building for the purpose of transfer by sale, gift or otherwise, shall at least 90 days before the commencement of construction of such building make an application to the Authorised Officer of the State Government for registration of his name and for permission for construction of such building. The application should be in the prescribed form. The Promoter must be the owner or there must be an agreement between the owner of the land and the Promoter authorising the Promoter to undertake the construction of the building and such agreement should be duly registered. The application is required to be disposed of within 3 months by the Authorised Officer. The Authorised Officer will issue a Certificate of Registration and grant permission for construction and forward a copy to the authority who has sanctioned the Plan for construction of the building.[1]

The Certificate of Registration and the permission for construction of the building would remain valid for a period of 3 years which period can be extended by another maximum 2 years.[2] The Promoter may appeal against the order of the authorised officer within 30 days.[3]

Any dispute between the proposed purchaser of the flat and the Promoter may be referred to the prescribed officer of the State Government for adjudication.[4]

The State Government either *suo motu* or on the application of the aggrieved party within 60 days from the date of the order of the prescribed officer may revise the order after giving opportunity to the parties to show cause.[5]

A Promoter shall before taking any money or deposit enter into a written agreement for sale with each of the intended purchaser of such flat. The agreement shall be registered under the Registration Act 1908. The Promoter cannot take more than 40% of the sale price. The agreement shall contain

1 Section 3 of the West Bengal Building (Regulation of Promotion of Construction and Transfer by Promoters) Act 1993.
2 Section 4 of the West Bengal Building (Regulation of Promotion of Construction and Transfer by Promoters) Act 1993.
3 Section 5 of the West Bengal Building (Regulation of Promotion of Construction and Transfer by Promoters) Act 1993.
4 Section 6 of the West Bengal Building (Regulation of Promotion of Construction and Transfer by Promoters) Act 1993.
5 Section 6A of the West Bengal Building (Regulation of Promotion of Construction and Transfer by Promoters) Act 1993.

particulars mentioned in the Act and in the rules.[6] Once such agreement is entered into the Promoter cannot alter the structure of the flat or building or construct additional structure without the consent of the said intending purchaser and also without the permission of the Government Authority. The Purchaser within one year of taking possession may complain about any defect and if the defect is not rectified by the Promoter then the Promoter is liable to pay compensation to the purchaser for such defect or alteration. Any dispute between the purchaser and Promoter shall be referred to the Chief Engineer in the Housing Directorate, Housing Department of State Government for adjudication. The adjudication is to be made by the Chief Engineer or through his nominee within one year and his decision shall be final.[7]

After the agreement is entered into with the intending purchaser the Promoter shall not enter into any agreement, create any charge or mortgage on the flat or on the land without the consent of such purchaser. If the Promoter does any such thing then the flat purchaser is entitled to refund of the moneys paid for the flat with interest at 12% per annum. If the Promoter delays the construction or delivery of the flat he is liable to refund the moneys taken with interest at 25% per annum from the due date of delivery of possession if the purchaser is unwilling to take possession of the flat due to such delay.[8]

The Promoter shall take steps for formation of a Co-operative Society of the Owners of the flat and get it registered.[9]

Promoter shall take all necessary steps to complete his title and convey to the organisation of the persons taking flats, which is a registered Co-operative Society, his right, title and interest in the land and the building and shall execute all relevant documents and conveyances as agreed and he shall deliver all documents in his possession to the Co-operative Society.[10] The Promoter shall also obtain Insurance Policies covering the liability for any loss or death caused by any defect in land or building and the risks should cover 90% of the value or estimated value of building and for a

6 Section 7 of the West Bengal Building (Regulation of Promotion of Construction and Transfer by Promoters) Act 1993.
7 Section 8 of the West Bengal Building (Regulation of Promotion of Construction and Transfer by Promoters) Act 1993.
8 Section 9 of the West Bengal Building (Regulation of Promotion of Construction and Transfer by Promoters) Act 1993.
9 Section 10 of the West Bengal Building (Regulation of Promotion of Construction and Transfer by Promoters) Act 1993.
10 Section 11 of the West Bengal Building (Regulation of Promotion of Construction and Transfer by Promoters) Act 1993.

period of not less than 5 years from the date of giving delivery of last salable flat.[11] The Act provides that no Civil Court shall have any jurisdiction to entertain or decide any question relating to matters arising under any provisions of the said Act or Rules.[12]

The West Bengal Building (Regulation of Promotion of Construction and Transfer by Promoters) Rules 1995 provides for the form, fee for registration, permission for construction, services of all notices and processes, adjudication of disputes, appeals, particulars to be incorporated in the Agreement for Sale between the Promoter and the intending purchaser, the procedure for breach of agreement and the period within which the Promoter must execute the conveyance.

West Bengal Apartment Ownership Act 1972 is mainly applicable to building for residential purposes. The Act applies only when the owner of a building or the owner of apartments of a building by a declaration duly registered submits that the building be governed by the said Act. This Act has, therefore, no automatic application to the multistoreyed building. Similarly the owner or all the flat-owners may withdraw the said building from the operation of the said Act by another instrument to that effect executed by them.[13]

If the said Act is applicable to a building then the member of a Co-operative Society of that building, if the Society is the owner of the property, shall be the owner of apartment in his possession for a limited purpose. Such interest of the member shall be transferable and heritable property. If the apartment has been acquired in benami then the benamdar will be the real owner.[14]

Each apartment-owner shall be entitled to an undivided interest in the common areas and facilities on a percentage basis calculated on the area of the apartment in his possession.[15]

No encumbrance can be created against the multistoreyed building but each owner of each apartment may create encumbrance including the percentage of undivided interest in the common areas and facilities appurtenant to such apartment.

Any person acquiring by purchase or by inheritance or by lease for 30 years or more must execute an instrument in the prescribed form and register

11 Section 12 of the West Bengal Building (Regulation of Promotion of Construction and Transfer by Promoters) Act 1993.
12 Section 12A of the West Bengal Building (Regulation of Promotion of Construction and Transfer by Promoters) Act 1993.
13 Sections 2 and 11 of the West Bengal Apartment Ownership Act 1972.
14 Sections 3A, 4 and 4A of the West Bengal Apartment Ownership Act 1972.
15 Section 5 of the West Bengal Apartment Ownership Act 1972.

it undertaking to comply with the bye-laws, covenants, conditions and restrictions contained in the declaration. The declaration should be submitted in duplicate within 15 days from the date of its execution to the competent authority along with copies of site plan, building plan and relevant title deeds.[16] The instrument of declaration or any amendment thereto or withdrawal of the property are compulsorily registrable.[17] Each apartment including its percentage of undivided interest in the common areas and facilities is to be treated as a separate unit for the purpose of assessment of municipal rates and taxes.[18]

The Transfer of Property Act 1882 shall be applicable to the apartment subject to the provisions of the Act of 1972.

The West Bengal Apartment Ownership Rules 1972 provides for the form and manner in which the declaration is to be submitted to the competent authority, how it can be amended, the execution and registration of an instrument as referred to in section 4(3) of the Act and the forms.

The provisions of the Act are mainly to be complied with by the Promoter. The intending purchaser is mainly interested in the agreement for sale to be executed by the Promoter, Promoter's Power of Attorney or title to the property and the ultimate conveyance of the flat by the Promoter and, if possible, by the owner as a confirming party. All the documents are compulsorily registrable with the Registrar of Assurances, registration fee is payable and stamp duty on the instrument is payable on the value assessed by the registering authority.

Maharashtra. Section 4 of the Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act 1963 requires an agreement to be drawn up in respect of sale with each of the persons who have taken a flat or flats on ownership basis before accepting any money as advance or deposit and such advance payment of money or deposit cannot exceed 20% of the Sale price under the agreement. Section 4 (1A) provides that the agreement should be in the prescribed form and to contain several matters mentioned therin.

The duty in respect of an agreement covered by Explanation 1 to Art. 25 of Sch. I to the Bombay Stamp Act 1958 is leviable as if it is a conveyance. If there is an agreement to sell immovable property and possession of such property is transferred to the purchaser before the execution or at the time of execution or subsequently without executing any conveyance in respect

16 Sections 4(3) and 10A of the West Bengal Apartment Ownership Act 1972.
17 Section 12 of the West Bengal Apartment Ownership Act 1972.
18 Section 14 of the West Bengal Apartment Ownership Act 1972.

thereof, such an agreement to sell is deemed to be a conveyance. In the event of a conveyance is executed in pursuance of such agreement subsequently, the stamp duty already paid and recovered on the agreement for sale which is deemed to be a conveyance shall be adjusted towards the total duty leviable on the conveyance.[19]

Organisation and Registration of Co-operative Societies

The first point that has to be looked into in respect of organisation of a co-operative society is that the person who would be its members must be persons with needs and interest in common. One of the objects of the society would have to be the promotion of thrift, self-help and mutual and among the members (Preamble to the Act). There must be at least 15 persons to form a society except in the case of an Engineers' Co-operative where at least 7 persons are required. These persons may be individuals of a body of persons of an association approved by State Government (s. 59). In the case of individuals, the persons must be of the age of 18 years or above, *i.e.* those who are competent to contract. These is no age restriction in the case of Students' Co-operatives [s. 59(1)]. Some of the promotee-members have to be above the age of 21 years to form the committee of Management of the Society and number of such persons should at least be equal to the number meant to constitute the Managing Committee. This restriction is also non-existent in the case of Students' Co-operatives. When a society is meant to be a credit society, its members must reside in the same town or village or group of villages or they must be members of the same class or occupation. A Central or provincial society may be formed by at least 6 co-operative societies or 6 applicants including at least 4 co-operative societies. The ratio of individual members to society members is not to exceed one-third of the total number of applicants [r. 8(3)].

With regard to the question of liability it has been stipulated that a society may be of any type of liability—limited or unlimited. In respect of a society with limited liability, the last word in its name must be "Limited".

Next point is the procedure to be followed in submitting by-laws for registration. This has been provided in s. 13 and r. 9. Following papers have to be submitted to the Registrar of Co-operative Societies:

(*i*) An application in the form given in the Schedule of the West Bengal Co-operative Societies Rules 1974. This should be duly filled in and signed by the persons intending to form the society.

(*ii*) Two copies of by-laws which the society proposes to adopt, duly signed by the applicants and a third copy, if the society intends to be a member of a financing bank.

19 *Veena Hasmukh Jain* v *State of Maharashtra* AIR 1999 SC 807.

(*iii*) The applicants may mention the names of persons who would form the first Committee of Management including the names of Chairman and Vice-Chairman in the application or in the by-laws (r. 30). Whereby these names are not given, the Registrar shall appoint such persons while registering the society and such persons may or may not be members of the society.

The next point is the decision of the Registrar to register the society or his refusal to do so. Provisions of law in this respect are in ss. 14, 15 & 16 and r. 10.

On receipt of application and by-laws, the Registrar shall have to satisfy himself whether the application is in order and the by-laws are in conformity with the Act and Rules. He must also satisfy himself if the by-laws are suitable for (*i*) carrying out the objects of the society and (*ii*) for ensuring safe conduct of the society's business. If he is satisfied he is bound to register the society. But the decision in this respect lies with the Registrar and if he thinks he is not satisfied, he may refuse to register the society. In that case he has to record that in writing and communicate his decision to the applicant No. 1 within 15 days of the order. In this connection the Registrar has to comply with the Government direction contained in letter No. 2323, Co-operative, dated 6th July 1970 which lays down certain other criteria for registration in terms of r. 7 of the Rules 1940 and r. 8(2) of the Rules 1974. Under s. 13(4), the Registrar is bound to dispose of an application for registration within 3 months from the date of its receipt. The applicants may however prefer an appeal against the Registrar's refusal to register within a period of two months from the date of communication of this decision. The appeal has to be made to the Co-operative Tribunal. The provision relating to this appeal is in the Fourth Schedule of the Act.

If the Registrar registers the society, he must issue to the society a certificate of registration, which, from the viewpoint of law in particular, shall be conclusive evidence of the fact that the society is a registered society and its by-laws are its registered by-laws.

After registration, one copy of the by-laws duly stamped with the official seal of the Registrar shall be retained in the office of the Registrar and another copy together with the certificate of registration shall be forwarded to the society. Where a society intends to be a member of a financing bank, a third copy shall, after authentication, be sent to the financing bank.

On receipt of the by-laws and certificate of registration, the Committee of Management formed under r. 30 should hold a meeting. In this meeting, secretary and other office-bearers should be elected. Entrance fees and value of shares on first call, if not already realised from members, should be arranged to be realised. Books and registers to be maintained by a society have been given in r. 56. Some of the important books are Cash Book, Member Register, Share Ledger, Minute Book, Loan-ledger etc.

FORMS

FORM A

[*See* Rule 3(1)]

Application Form by the Promoter for Registration under section 3 of the West Bengal Building (Regulation of Promotion of Construction and Transfer by Promoters) Act 1993

(West Bengal Act XX of 1993)

From:

Address:

To
The Authorised Officer

Sir

I/We, being the sole proprietor/promoter intend to construct a block/building containing ..... flats for the purpose of transfer by sale, gift or otherwise do hereby apply for registration of my name/our names under sub-section (1) of section 3 of the West Bengal Building (Regulation of Promotion of Construction and Transfer by Promoters) Act 1993.

2. An attested copy of receipt No. ..... dated ..... showing the payment of prescribed fee of Rs. 500 (Rupees five hundred) only in enclosed herewith.

3. A duly signed statement showing the sources of fund for each construction is enclosed.

4. Registration number, if any, under any other Act (name of the Act to be specified and attested photo-copy of such registration is to be furnished).

5. Particulars of land, if already acquired, on which construction is proposed.

6. The manner in which the above land has been acquired (if purchased) the cost of the land to be mentioned.

7. Extent of applicant's interest in the land.

8. It is hereby declared that none of the applicants—

(*a*) is of unsound mind or stands so declared by a competent court, or

(*b*) is an undischarged insolvent, or

(*c*) being a discharged insolvent has not obtained from the court having jurisdiction, a certificate that his insolvency was caused by misfortune without any misconduct on his part, or

(*d*) has been convicted of an offence of criminal breach of trust, or

(*e*) is otherwise incompetent to make any contract under any law for the time being in force, of

(*f*) the certificate of registration granted previously for construction of any other building was cancelled under section 4 of the Act.

Yours faithfully

(Signature of applicant with Seal, wherever applicable)

FORM C

[*See* Rule 3(3)]

Form of Registration Certificate in Terms of sub-section (7) of section 3 of the West Bengal Building (Regulation of Promotion of Construction and Transfer by Promoters) Act 1993

(West Bengal Act XX of 1993)

Certified that Shri/Smt. M/s. ..... of ..... (address) has/have duly been registered under sub-section (5) of section 3 of the West Bengal Building (Regulation of Promotion of Construction and Transfer by Promoters) Act 1993 with effect from the ..... day of ..... (month) ..... (year), the Registration number being .....

(Signature)

Authorised Officer

Dated ..... (seal)

NOTE: This Certificate is valid for the period of 3 years from the date of issue.

Copy to the Authority sanctioning the plan.

FORM D

[*See* Rule 4(1)]

Application Form for Permission to Construct under sub-section (1) of section 3 of The West Bengal Building (Regulation of Promotion of Construction and Transfer by Promoters) Act 1993

(West Bengal Act XX of 1993)

To
The Authorised Officer
.....

Sir

In terms of sub-section (2) of section 3 of the West Bengal Building (Regulation of Promotion of Construction and Transfer by Promoters) Act 1993 (West Bengal Act XX of 1993). I/We do hereby apply for permission for construction of building containing ..... flats under the West Bengal Building (Regulation of Promotion of Construction and Transfer by Promoters) Act 1993, for the purpose of ..... (details, *i.e.* sale, gift or otherwise).

2. I have been registered as a promoter in terms of the Act (an attested copy of certificate of registration as promoter bearing Regd. No. ..... dated ..... is enclosed herewith).

3. Required particulars are furnished below:

(*a*) Detailed description of the land with a site plan;

(*b*) The nature of my/our title to the land (copy of title documents to be annexed);

(*c*) Details of the agreement between the owner of the land and the promoter authorising the latter to undertake construction (copy of registered agreement to be annexed);

(*d*) The nature of encumbrances on such land including any right, title or interest or claim of any party in or over such land;

(*e*) The total covered floor area, the number of flats proposed to be constructed and the approximate size of the flats and facilities including common area facilities;

(*f*) Copy of the sanctioned plan;

(*g*) Details of specifications of the construction of building as approved by any Competent Authority under any law for the time being in force;

(*h*) The estimated expenditure for such construction and the sources from which the expenditure shall be financed;

(*i*) Details of financial arrangements made with any Bank or financial institution and of legal safeguards, if any, taken for such construction or transfer by sale, gift or otherwise;

(*j*) Details of advance payment or deposits proposed to be taken from intending purchasers of flats;

(*k*) The date within which possession of flats proposed to be handed over to the purchaser;

(*l*) Copies of agreements entered into or proposed to be entered into with the purchaser of flats;

(*m*) Name of Architect/Engineer/any other person authorised to submit such plan under any other law for the time being in force who have prepared/will prepare the plans and estimates of the proposed construction together with address;

(*n*) Name and address of the Contractor/Contractors engaged or proposed to be engaged for the construction;

(*o*) Certificate of up-to-date income tax/sales tax clearance of the applicant to be furnished.

4. I/We do hereby declare and affirm that the above particulars are true to the best of my/our knowledge and information and that nothing has been suppressed in this application. If any information is found to be incorrect or contrary to the provisions of the Act or any other law in force, if any suppression of any material and relevant information is subsequently detected, I/We shall be liable to be proceeded against under the law. Any change in the above information at any stage shall be brought to your notice in writing by me/us within a week from the date of such change with reasons thereof. I/We do hereby also undertake that when completed a completion certificate duly issued by the Competent Authority shall be sent to you within 15 (fifteen) days from the date of receipt.

Yours faithfully

(Signature and Seal,
wherever applicable)

Dated .....

FORM E

[*See* Rule 4(3)]

Form for according Permission under sub-section (5) of section 3 of the West Bengal Building (Regulation of Promotion of Construction and Transfer by Promoters) Act 1993

(West Bengal Act XX of 1993)

Permission is hereby granted to Shri/Smt./ M/s. ..... of ..... (address) duly registered as promoter under sub-section (1) of section 3 of the West Bengal Building (Regulation of Promotion of Construction and Transfer by Promoters) Act 1993, the registration number being ..... dated ..... valid upto ..... for construction of building/buildings containing ..... apartments at premises No. .....

This permission is subject to compliance of provisions under section 12 of the Act.

(Signature)
Authorised Officer

Dated ..... (Seal)

NOTE: 1. This permission shall remain valid for a period of three years from the date of issue *vide* sub-section (1) of section 4 of the Act.

2. Regarding extension of validity of this permission, see the provisions under sub-section (1) of section 4 of the Act.

3. A copy of insurance policy to be furnished within one month after completion of construction.

4. This permission may be revoked under sub-section (2) of section 4 of the Act and in the event of non-compliance of the provisions under section 12 of the Act.

FORM F

[*See* Rule 6(1)]

Memorandum of Appeal under section 5 of the West Bengal Building (Regulation of Promotion of Construction and Transfer by Promoters) Act 1993

(West Bengal Act XX of 1993)

Before the Appellate Authority under section 5 of the West Bengal Building (Regulation of Promotion of Construction and Transfer by Promoters) Act 1993.

In the matter of appeal by Shri/Ms. .....

versus

The Authorised Officer under the West Bengal Building (Regulation of Promotion of Construction and Transfer by Promoters) Act 1993

And

In the matter of order dated ..... passed by the Authorised Officer

THE APPELLANT MOST RESPECTFULLY SHEWETH:

1. That the appellant made an application for .... under section ..... of the West Bengal Building (Regulation of Promotion of Construction and Transfer by Promoters) Act 1993, on ..... to the Authorised Officer.

A copy of such application is annexed as Annexure I.

2. The appellant shall narrate his case paragraph-wise statement annexing the copy/copies of relevant document as referred. A copy of the order giving rise to the appeal shall also be annexed.

3. Grounds of appeal (The appellant shall state paragraph-wise the grounds for assailing the impugned order of the Authorised Officer).

4. The appellant may like to add any other relevant point.

5. Prayers (The appellant shall state the prayer/prayers).

Verification

I/We ..... son of ..... residing at ..... in my/our capacity as .... of the appellant(s) do hereby verify that the statements made in paragraph(s) ..... are matters of record and those of paragraph(s) ..... are my submissions and I do hereby verify this memorandum of appeal on this ..... (month) ..... (year) at (place) .....

(Signature)

FORM G

[*See* Rule 7(1)]

Form of Application for Adjudication of Dispute regarding Purchase of any Flat in Terms of section 6 of the West Bengal Building (Regulation of Promotion of Construction and Transfer by Promoters) Act 1993

(West Bengal Act XX of 1993)

From:

To
The Authorised Officer
.....

Sir

In terms of section 6 of the West Bengal Building (Regulation of Promotion of Construction and Transfer by Promoters) Act 1993, I do hereby beg to inform you that I had entered into an agreement with ..... (Promoter) for purchase of a flat at .....

A copy of the Agreement made under section 7 of the Act and duly registered is enclosed for perusal.

Now I pray to you for adjudication of the following disputes (to be stated clearly).

1.

2.

3.

Dated .....

Yours faithfully

Full Address:

Power of Attorney to Promoter

Know all men by these presents

WHEREAS, I, Mr. ..... is the owner of a piece and parcel of land, hereditaments and premises with buildings, messuages and tenements standing thereon and situate lying and being premises No. ....., described in Schedule I hereunder.

AND WHEREAS by an Agreement for sale of even date executed by me as VENDOR of the one part and ..... a company registered under

the Companies Act 1956 having its office at ..... as DEVELOPER-PURCHASER of the other part, I have agreed to sell the said property to the said DEVELOPER on terms and conditions contained in the said Agreement.

And WHEREAS to give effect to the said Agreement, it is necessary to give to the DEVELOPER a Power of Attorney to enable it to get the requisite exemption, permission, sanction etc. from the appropriate and/or competent authorities.

AND WHEREAS the said DEVELOPER has requested me to execute and grant the said Power of Attorney in favour of the DEVELOPER which I hereby do.

NOW THESE PRESENTS witnesseth that I, Mr. ....., do hereby nominate, constitute and appoint Builders Ltd. to be my true and lawful Attorney to do and execute and perform all or any of the following acts, deeds, matters and things namely:

1. To prepare plans for development of the said property and to submit the same to Calcutta Municipality Corporation and other concerned authorities for obtaining approval to the same and any amendments thereto.

2. To approach all concerned authorities under the Urban Land (Ceiling and Regulation) Act 1976 for the purpose of obtaining exemption under section 20 thereof in respect of the said property and for that purpose to sign such applications, papers, writings, undertakings as may be required and to carry out correspondence with the authorities concerned, to appear before them and also to prefer appeals from any order of the competent authority or any other authority made under the provisions of the said Act.

3. To approach, appear, represent and carry on correspondence with and pay the necessary fees or dues and to deposit the requisite amounts to or with all concerned authorities including Government Departments, Municipalities, Town Planning Departments and other concerned authorities in connection with the development, construction, sale of Apartments and Management thereof.

4. To enter upon the land and premises with men and material and to do all things necessary for demolition of existing structures and constructing the multistoreyed building and to apply for and obtain from the authorities concerned permits for cement, steel and other materials, water supply, electricity connection and all other things necessary for the carrying out the said construction work.

5. To apply for and obtain electricity and water connection from the WBSEB or CESC Ltd. and Municipality Corporation and to execute the necessary documents including lease agreement in respect of a portion of the said premises for installation of electrical equipment for supply to the entire apartments building and to instal separate meters for each apartment.

6. To apply for and obtain from Government Departments and Municipality NO OBJECTION CERTIFICATE, permission or sanction for carrying out the construction of the said buildings, completion thereof, Exemption Certificate, Completion Certificate and Occupation Certificate in respect of the said multistoreyed apartments buildings.

7. To enter into agreements for sale of the flats or apartments to be constructed at the said premises on ownership basis and to take advances or payments in respect thereof, give possession and execute conveyance as and when necessary on such terms and conditions as the Attorney may think proper and in consonance with the law and for this purpose to obtain the necessary permission, NO OBJECTION CERTIFICATE or Clearance from the authorities concerned and to get the documents, agreements, conveyances registered and to do all things in connection therewith.

8. To negotiate and enter into agreements with existing tenants, to arrange for the alternative accommodation if necessary and to assure them to give similar accommodation in the multistoreyed building when constructed on such terms and conditions as the Attorney may think appropriate and if necessary to take legal proceedings for eviction of tenants and to engage lawyers for that purpose and to sign Vakalatnama and all pleadings and affidavits and petitions necessary in that connection.

9. To insure the property against all risks such as fire, tempest, riots, civil commotion, malicious acts, explosions, bombs, short-circuits, bursting of gas cylinders and floods, earthquakes or otherwise causing any damage to the building or any portion thereof for the full value of the multistoreyed buildings and other assets and lives therein as the Attorney may think proper.

10. To ask, receive and realise from all occupiers or purchasers of flats, charges, expenses, rates, cesses and other sums due or that might become due and payable by them and on non-payment to take appropriate steps for realisation thereof.

11. To accept writ of Summons or other legal processes or notices, appear before any Officer, Authority, Department, Magistrate, Court, Tribunal, Judicial or Quasi-Judicial Officer and represent me and in connection therewith file appeals or revision or representation and appoint Advocates and lawyers to appear and act in all matters connected with or in relation to or arising out of the said development and construction and sale of the said flats and/or the said premises.

12. To sign and verify and execute all pleadings, affidavits, petitions, representations, applications, appeals, revision, review petitions in connection with any suit, proceeding, appeal, revision, review before any Officer, Authority, Court, Tribunal, Magistrate or any other person for and on my behalf.

13. To receive from any person, officer, authority, Tribunal or Court any document, money or other things and give release and receipt therefor.

14. Generally to do and perform all acts, deeds, things, matters necessary for all or any of the aforesaid purposes and to give full effect thereto.

15. To do all other acts, deeds, matters and things which may be necessary to be done for rendering these presents valid and effectual to all intents and purposes.

16. For performing and carrying out the purposes of these presents I hereby grant unto the said Attorney full and absolute authority and power to substitute and appoint in its place and stead one or more Attorneys to exercise all or any of the powers and authorities hereby conferred and to revoke any such appointment from time to time and to substitute or appoint another or others in place of such Attorney and on such terms and conditions as the Attorney shall think fit and proper.

17. I hereby agree to ratify and confirm whatsoever the said Attorney shall do in relation to the premises by virtue of these presents and I hereby declare that I shall not do anything inconsistent with the Power of Attorney.

18. I hereby declare that the powers and authorities hereby granted are irrevocable till the said property is fully and properly developed as per agreement for sale and in accordance with the statutory provisions, rules and regulations and that the transfer and/or conveyance of the land, buildings, flats are conveyed to the purchasers and Association of Apartment Owners is registered and starts functioning.

IN WITNESS WHEREOF I have executed these presents at Calcutta on the 5th day of June 1999.

The Schedule

All that piece and parcel of land measuring about 6 cottahs in Dag No. 5 Khatian No. 8, Mouza Old Road, with two-storeyed building being premises No. 3 New Road, Calcutta in the Municipal Ward No. 2 butted and bounded by in the North Corporation Road, South-Canal, East by Black Road, West by Drain.

Signed and delivered by the said
Mr. S. Tanton in presence of:

Signature

1.

2.

Accepted and signed by Mr. Z
pursuant to Board Resolution of
4th June 1999 of Builders Ltd.
in presence of:

Signature

Power of Attorney for Admitting Execution and Registration of Document

TO ALL TO WHOM THESE PRESENTS shall come, I, XY, of 3 Bank Street, Calcutta 700 027 Indian inhabitant send Greetings.

WHEREAS I have executed a Deed of Conveyance of the property of Premises No. 3 Bank Street, Calcutta 700 027 in favour of Mr. ML, the PURCHASER.

AND WHEREAS the said Deed is required to be lodged for Registration in the Office of Registrar of Assurances, Red Cross Place, Calcutta 700 001.

AND WHEREAS I am unable to appear before the Registrar for admitting execution of the said Deed relating to the said property as I am now residing at Mumbai.

AND WHEREAS I am desirous of appointing Mr. CA as my Constituted Attorney to attend office of the Registrar to admit execution of the said Conveyance on my behalf and which the said Attorney has agreed to do.

NOW KNOW YOU ALL AND THESE PRESENTS WITNESSETH that I do hereby nominate, constitute and appoint Mr. CA of 9 Bank Street, Calcutta 700 027 to be my true and lawful Attorney for the purpose expressed herein that is to say that to present and lodge in the office of Registrar of Assurances, Red Cross Place, Calcutta 700 001 and to admit execution of Deed of Conveyance dated 5th January 1999 executed by me in favour of Mr. ML the PURCHASER and do all acts, and things necessary for effectively registering the said Conveyance.

AND I DO HEREBY AGREE to ratify and confirm all and whatever my said Attorney shall do or purport to do or cause to be done by virtue of these presents.

IN WITNESS WHEREOF I have executed these presents on the 10th day of January 1999.

Signed and delivered by the within-named Mr. XY in the presence of: Signature

Accepted by CA in the presence of: Signature

Before the Registrar of Assurances

(Registered)

Developer's Agreement

THIS AGREEMENT IS MADE this ..... day of ..... 2000 BETWEEN AB Ltd. a company registered under the Companies Act 1956 and carrying on business at ..... (hereinafter referred to as the DEVELOPER) of the ONE PART and Mr. XY residing at ..... (hereinafter referred to as the OWNER) of the OTHER PART.

WHEREAS the DEVELOPER has vast experience in developing lands and constructing multi-storeyed buildings and flats.

AND WHEREAS the OWNER is absolutely seized and possessed of a piece of land measuring 5 cottahs with structures thereon being premises No. ..... and more fully described in Schedule I hereunder.

AND WHEREAS the OWNER intended to demolish the existing structures and to get constructed a multi-storeyed building at the said premises and approached the DEVELOPER for that purpose.

AND WHEREAS the DEVELOPER has agreed to develop the said land and on demolishing the existing structures to construct a multi-storeyed building with apartments or flats system with the object of selling such apartments or flats.

NOW THESE PRESENTS WITNESSETH and the parties hereby agree as follows:

1. This Agreement for development and construction is being made on the express understanding that the DEVELOPER would comply with and/or cause compliance with all the statutory provisions in relation to such development and construction and for this purpose the expenses that might be incurred would be solely borne by the DEVELOPER.

2. The DEVELOPER hereby agrees and undertakes to obtain necessary sanctions and permission for constructing a multi-storeyed building on the said premises after demolishing the existing structures.

3. The DEVELOPER undertakes to procure for the OWNER alternative accommodation from the date OWNER is required to vacate the said premises till construction is completed and the entire first floor apartment to be constructed is given possession to the OWNER. For such alternative accommodation no rent would be payable by the OWNER.

4. In consideration of the OWNER having agreed to entrust to the DEVELOPER the development of the land and construction of the said multi-storeyed building at the said premises and in connection therewith, authorising the DEVELOPER to exercise the rights, powers, privileges and benefits of the OWNER and the OWNER executing a Power of Attorney in its favour, the DEVELOPER agrees to pay the OWNER a sum of Rs. 50 lakhs and the entire first floor of the multi-storeyed building when constructed. Out of the said Rs. 50 lakhs the DEVELOPER would pay Rs. 25 lakhs on execution of these presents and balance in five quarterly instalments beginning from the month in which

the said premises is handed over to the DEVELOPER for the purpose of development and construction.

5. The development of the said land by demolishing the existing structures and construction of multi-storeyed buildings thereon would be according to plan to be sanctioned and subject to such sanction according to the specification and particulars given in Schedule II hereinunder.

6. The demolition of the existing structures, development of the said land and construction of the said multi-storeyed building would be at the sole risk and expense of the DEVELOPER and the DEVELOPER would comply with all statutory provisions, rules and regulations in relation thereto.

7. The DEVELOPER would acquire no right, title or interest in the said premises or the structures that are proposed to be constructed by the DEVELOPER apart from the rights, privileges and licences that might be granted by the OWNER under the Power of Attorney to be executed by the OWNER in favour of DEVELOPER to enable him to carry out the purposes and objects of these presents.

8. In default of payment of any instalment or any non-compliance of any of the terms and conditions of these presents or on the failure of DEVELOPER to obtain necessary plan, sanctions and other permissions required to be obtained or committing any other breach of these presents or non-compliance of any of the statutory obligations in relation to the said development and construction of the said premises, this agreement will stand terminated on the OWNER giving thirty days notice to the DEVELOPER.

9. The OWNER hereby gives permission to DEVELOPER to enter upon the said property for the purpose of development, demolition of the existing structures and construction of the multi-storeyed building subject to DEVELOPER arranging for the OWNER an alternative accommodation.

10. The OWNER agrees to execute the necessary Power of Attorney authorising the DEVELOPER to do all such acts and things that are necessary for the development of the said land, demolition of the existing structures, construction of the building and to obtain advance booking for the apartments or flats to be constructed on the said premises.

11. The OWNER agrees to sign and execute from time to time plans, applications for lay-outs, sub-division, construction of the building and other applications necessary to be submitted to the authorities concerned at the request of and at the cost of DEVELOPER.

12. The OWNER shall be indemnified from any action, fines, penalties or costs and expenses for any violation of any statutory provisions in relation to the said development and construction by the DEVELOPER.

13. The OWNER shall not object to any construction or laying of sewerage, drainage, water pipes, cables or other provisions made in accordance with the law and scheme of construction of the said multi-storeyed building.

14. Upon full payment of the said Rs. 50 lakhs to the OWNER, the DEVELOPER shall be at liberty to enter into agreements to sell or allot any of the flats or apartments as dwelling units in the said multi-storeyed building to be constructed except the 1st floor reserved for the OWNER and to give possession to any party of such units or flats and to enter into agreement with them or execute Conveyances in accordance with the statutory provisions applicable to such multi-storeyed apartments.

15. On receipt of full consideration including possession of the first floor of the said multi-storeyed building constructed by the DEVELOPER and the said sum of Rs. 50 lakhs, the OWNER will execute Deeds of Conveyance in favour of such purchaser of the dwelling units or flats or apartments or in favour of any co-operative society or company or association of purchasers of flats as the DEVELOPER may desire and as may be permissible under the law in force. Such Deeds of Conveyance shall be prepared by the DEVELOPER and approved by the OWNER. The cost of drafting and Stamp Duty on the conveyance, cost of registration and all other expenses shall be borne by the DEVELOPER and/or purchasers of the flats as may be agreed upon by and between the DEVELOPER and the purchasers of flats.

16. On and from the execution of these presents the DEVELOPER shall pay and discharge all taxes, outgoings, rates, cess and all other levies by the Municipality or Public Body or any other authority in relation to the said premises, the demolition of the said structures, development of the said premises and construction of the said multi-storeyed building and sale and allotment and giving possession to the prospective buyers of the said flats.

17. The OWNER takes no responsibility as regards title to the said property or compliance with any statutory obligations and makes no representation to the DEVELOPER in any respect whatsoever.

18. The DEVELOPER declares that it has made all necessary enquires from the places and authorities concerned about the title of the OWNER in the said premises, any liability of the said premises to any authority or any restrictions put on the said premises and declares that it has entered into agreement after fully satisfying itself about the title of OWNER and the feasibility and suitability of the said premises to be developed and the multi-storeyed building to be constructed and the apartments to be sold to the intending purchaser and that it would not hold the OWNER responsible for anything whatsoever.

19. The said development work and construction of the multi-storeyed building and the handing-over of the first floor of the said building to be constructed to the OWNER should be completed within three years from the date of execution of this agreement. The time will be of the essence of the agreement. In default, the OWNER shall be at liberty to enter into agreement with another Developer or Contractor or otherwise deal with the said

premises and all payments made and expenses incurred by the DEVELOPER shall stand forfeited.

20. The said development work and construction of multi-storeyed building should be carried out under the direct supervision and in presence of DEVELOPER and the DEVELOPER'S presence at the site of construction is a condition of this agreement. However, for the purposes of the said development and construction, the DEVELOPER may take the assistance of Architects, Building Contractors and others but the work should be carried out under the direct physical supervision of the DEVELOPER or its duly authorised Director.

21. The DEVELOPER undertakes to keep the OWNER fully indemnified against and harmless from any losses, costs, charges, expenses or claims by any of Developer's Contractors, Architects, workers or agents or for any breach of any statutory or contractual obligations.

IN WITNESS WHEREOF the parties herein have signed, sealed and delivered these presents on the day, month and year first above-written.

The Schedules above referred to

SCHEDULE I

Details of the premises to be developed.

SCHEDULE II

Detailed specifications of the multi-storeyed building to be constructed and details of statutory provisions to be complied with by the DEVELOPER.

Signed, sealed and delivered by
Mr. ..... pursuant to
Board Resolution of AB Ltd. dated
..... in the presence of:

1. .....
2. .....

Signature

Signed, sealed and delivered by the
said Mr. XY in the presence of:

1. .....
2. .....

Signature

Agreement between Landowner and Promoter

THIS AGREEMENT IS MADE this 20th day of November 2000 BETWEEN Mr. AB of ..... (hereinafter referred to as the OWNER) which

term shall include his heirs, successors and assigns of the ONE PART and XY Ltd., a company registered under the Companies Act 1956 having its office at ..... (hereinafter referred to as the PROMOTER which term shall include its successors and permitted assigns) of the OTHER PART.

WHEREAS the OWNER is seized and possessed of a piece of land measuring 5 cottahs with more or less being premises No. ..... and more fully described in the Schedule hereunder.

AND WHEREAS the PROMOTER has approached the OWNER with an offer to develop the said land and has shown a plan for construction of a 5-storeyed building with self-contained 3 flats on each floor.

AND WHEREAS the OWNER has agreed to authorise the PROMOTER to develop the said land described in the schedule in accordance with the plan annexed hereto after demolishing the existing structures thereon for the purpose of sale of flats.

AND WHEREAS the OWNER has agreed to execute and/or join in execution of the Sale Deeds in favour of buyers of the flats to be constructed.

AND WHEREAS the PROMOTER has undertaken to take the necessary permission of the Urban Land Authorities, the Clearance Certificate from the Income Tax Authorities and necessary permission from the Authorised Officer appointed under the State laws and municipalities in relation to the development and construction of the said multi-storeyed building and to comply with all other provisions of law, both Central and State.

NOW, THEREFORE, THESE PRESENTS WITNESSETH and the parties hereby agree as follows:

1. The OWNER would hand over vacant possession of the said land and building to the PROMOTER and entrust the work and the right to develop the said property.

2. The OWNER hereby gives licence and permission to the PROMOTER to enter upon the land with full right and authority with men and material to commence carry on and complete development and construction thereon of the multi-storeyed building in accordance with the particulars given in the schedule annexed hereto.

3. In consideration of the OWNER having given licence and permission to the PROMOTER to enter upon the said land and in consideration of having agreed to entrust to the PROMOTER to develop and construct the multi-storeyed building on the said land and to confer upon the PROMOTER rights, powers, privileges and benefits mentioned in these presents the PROMOTER paid Rs. 15 lakhs on execution of these presents and agrees to give possession to the owner 2 flats on floor of the said multistoreyed building to be constructed and a further sum of Rs. 15 lakhs by quarterly instalments within 2 years from the date of execution of these presents.

4. In developing the said land and constructing the said multi-storeyed building the PROMOTER shall obtain the requisite sanctions, permissions, clearance and authority from the authorities concerned under the Urban Land (Ceiling and Regulations) Act 1976, Income-tax Act 1961 and the other relevant Central and State Acts and the rules and regulations in force at his own expense and costs.

5. The PROMOTER will develop the said land and construct the multi-storeyed building and complete the same in every respect at his own costs, expenses and risks and on his own account.

6. The OWNER shall however on request by the PROMOTER sign and execute the applications, plans and other documents necessary in relation to the said development and construction and the costs and expenses thereof would be borne by the PROMOTER.

7. In accordance with law and as required by the authorities concerned including the Municipal Corporation the PROMOTER shall bear all costs, charges and expenses, carry out the work of development of the said property and construction and completion of the said multi-storeyed building, including the drainage system, laying of cables, water pipes and obtaining connections for electricity as might be necessary and required under the plans, sanctions, permissions of the authorities concerned and would make the said property fit for occupation and use.

8. The PROMOTER shall be entitled to make advertisements, hung up advertisement boards upon the said property and do such other things as might be required for the purpose of sale of the flats in the said premises to be constructed without in any way prejudicing the interests of the OWNER.

9. The PROMOTER shall pay and discharge all taxes, rates and other levies on or in relation to the said land and building and payable by the OWNER or occupier thereof.

10. The PROMOTER shall be at liberty to sell or allot flats or apartments or units in the said building to be constructed on the said land and to enter into agreements with the prospective buyers or allottees individually or collectively on such terms and conditions as he might think fit and proper without affecting any right or interest of the OWNER.

11. The agreement to sell or allot flats or units that might be entered into by the PROMOTER shall be in accordance with the laws applicable and the rules and regulations governing the said building and flats and allow any of the parties to occupy any of the flats or dwelling units without affecting any right of the OWNER under these presents.

12. It will be the sole responsibility of the PROMOTER to deal with the authorities concerned and to comply with the rules and regulations of the said multi-storeyed building and transfer thereof to the intending purchasers

of the flats at his own costs and expenses and that the owner shall not be responsible in any manner whatsoever.

13. The PROMOTER agrees and declares that he has made searches and enquiries and has satisfied himself that the said land is free from encumbrances or restrictions and that it is suitable for construction of the said multi-storeyed building and the laws applicable thereto permit the sale of flats and to carry out the purposes and object of these presents.

14. The OWNER agrees to execute conveyances or sale deeds or join in the execution thereof in favour of the prospective purchasers of flats in the said building to be constructed. The Stamp Duty and Registration charges and all formalities in connection therewith will be paid and borne by the Promoter and/or the Purchasers and that the OWNER shall have no responsibility whatsoever in respect thereof. The PROMOTER shall arrange for payment of Stamp Duty and registration of Sales Deeds or Conveyances and arrange for payment of all expenses including the lawyer's fees.

15. The PROMOTER shall keep the OWNER fully indemnified against and harmless from all losses and damages, costs, charges, expenses, claims or the proceedings in relation to the said land, development thereof, construction, completion, occupation and sale of the flats or otherwise in relation to or touching the subject-matter of this agreement or for violation of any laws, rules or regulations or due to accident, mishap and other calamities, malicious damage, riots, thefts, burglary, fine, death or injury to any worker or person who is engaged in or near the construction site or arising from any other way whatsoever and the PROMOTER undertakes to take out appropriate Insurance Policies in this regard without in any way reducing his duty to the OWNER.

16. Without causing prejudice to the rights of OWNER, the PROMOTER will be at liberty to enter into separate contracts in his own name with a building contractor, architect and others including the prospective purchasers.

17. The time of performance of these presents is to be of the essence of the Contract and in default of the PROMOTER keeping the time schedule or committing any breach of any of the terms of these presents the OWNER shall be at liberty to give notice for compliance or to make good the breach within sixty days from date of receipt of notice and in default of such compliance, the OWNER shall be entitled to forfeit the moneys already paid by the PROMOTER and to terminate the agreement and to engage any other builder for completion of the work and that the PROMOTER shall have no claim against the OWNER or against the land or against the construction already made on the said land by the PROMOTER and the said licence and the permission shall automatically stand cancelled.

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

Schedule

(Particulars of land on which the multi-storeyed building would be constructed).

Signed and delivered by Mr. AB
the OWNER in the presence of:

1. ..... Signature

2. .....

Signed, sealed and delivered by
Mr. .....
pursuant to the Board Resolution
dated 5th July 2000 of XY Ltd.
in the presence of:

1. ..... Signature

2. .....

Developer's Agreement with Tenant

THIS AGREEMENT IS MADE this 5th day of January 2000 BETWEEN AB Ltd. a company registered under the Companies Act 1956 and carrying on business at ..... (hereinafter referred to as the DEVELOPER) of the One Part and Mr. MN residing at ..... (hereinafter referred to as the TENANT) of the Other Part and Mr. XY of ..... (hereinafter referred to as the OWNER) the confirming Party.

WHEREAS Mr. XY is the OWNER of the premises at ..... under whom and in which premises on the ground floor Mr. MN is a monthly tenant in respect of a flat of 600 sq. ft. carpet area.

AND WHEREAS the said OWNER and DEVELOPER have agreed to demolish the existing structure at the said premises at ..... and to construct a multi-storeyed building thereon.

AND WHEREAS it is necessary that the TENANT should vacate the said premises to facilitate demolition of existing structure and construction of the multi-storeyed building.

AND WHEREAS the TENANT has agreed to vacate the said premises on the assurance of DEVELOPER that the TENANT would be given a similar accommodation in the multi-storeyed building at a rent of Rs. 3 per sq. ft. of carpet area.

NOW THESE PRESENTS WITNESSETH and the parties hereby agree as follows:

1. The DEVELOPER shall provide the TENANT temporarily with a similar accommodation with similar facilities in the vicinity of the present locality at the same rent.

2. On such temporary accommodation being given the TENANT will shift to the new accommodation giving absolute vacant possession of the said flat to the DEVELOPER.

3. The TENANT shall continue in possession of the temporary accommodation till he is given a flat in the multi-storeyed building to be constructed.

4. On getting vacant possession of the premises the DEVELOPER shall with due dispatch demolish the existing structure and start construction according to sanctioned plan and on obtaining the requisite permissions of the authorities concerned and in accordance with the agreement with the OWNER.

5. After the construction has been completed or partly completed the DEVELOPER on obtaining the necessary certificate shall give to the TENANT in the building similar accommodation and the TENANT will shift from his temporary accommodation to the new building as a TENANT under the OWNER and pay the agreed rent at Rs. 3 per sq ft. of the carpet area.

6. The TENANT agrees to be a member of and/or join any association or body formed by other occupants, TENANTS or OWNERS of the flats or apartments and comply with the statutory provisions in relation to the multi-storeyed buildings.

7. The TENANT agrees that he made all necessary enquiries before entering into these presents and that he shall not be entitled to complain about the amenities and nature and quality of the construction if the same have been done according to the sanctioned plan.

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

Signed, sealed and delivered by
Mr. .....
pursuant to Board Resolution of
15th December 1998 of AB Ltd.
the DEVELOPER in the presence
of:

1. .....

2. .....

Signature

Signed and delivered by Mr. MN,
the TENANT in the presence of:

1. ..... Signature

2. .....

Confirmed by the said Mr. XY, the
OWNER in the presence of:

Signature
(Confirming Party)

1.

2.

Transfer of Apartment by Developer

THIS DEED OF Transfer of Apartment made this ..... day ..... 2000 BETWEEN AB Ltd. a company registered under the Companies Act 1956 and having its office at ..... (hereinafter referred to as the VENDOR which term shall include its successors and assigns) of the First Part and Mr. MN ..... (hereinafter referred to as the PURCHASER which term shall include his successors, heirs, Administrators, Executors and assigns) of the Second Part and Mr. XY of ..... (hereinafter referred to as CONFIRMING PARTY) of the Third Part.

WHEREAS under an Agreement dated ..... the VENDOR obtained the authority and right to demolish the existing structure and construct in its place a multi-storeyed apartment building at ..... .

AND WHEREAS the CONFIRMING PARTY gave the VENDOR a Power of Attorney, *inter alia*, to enter into agreement for sale of apartments in the said multi-storeyed building.

AND WHEREAS the PURCHASER has made searches and enquiries in respect of the relevant documents and satisfied himself in all respects and that the said multi-storeyed building since constructed is free from all encumbrances and all statutory provisions have been complied with and permissions have been obtained and completion certificate and occupation certificate have been obtained.

AND WHEREAS the VENDOR intends to sell and the PURCHASER intends to purchase 600 sq. ft. carpet area comprising in flat No. ..... on the first floor of ..... at a price of Rs. 1,000 per sq. ft. of carpet area.

AND WHEREAS the purchaser has agreed to pay and bear the stamp duty and registration charges of this Deed of Transfer of Apartment.

AND WHEREAS the VENDOR has complied with all statutory formalities and undertakes to comply with all statutory formalities required in relation to this agreement.

NOW THIS DEED WITNESSETH and the parties agree as follows:

1. In consideration of the PURCHASER paying the price of the said apartment of Rs. 6,00,000 (Rupees six lakhs) before execution of these presents to the VENDOR (the receipt whereof the VENDOR hereby admits) the VENDOR doth hereby grant and transfer by way of sale unto the PURCHASER forever all that the said Apartment No. ..... on the first floor of premises No. ..... having a carpet area of 600 sq. ft. and more particularly written in Schedule I hereunder together with 10% undivided interest in land appurtenant to the said Apartment, in the common areas and facilities of the said piece of land and the said building described in Schedule II hereunder TO HAVE AND TO HOLD the said flat hereby granted and sold unto the PURCHASER forever to be held as heritable and transferable according to law subject to the condition that the said flat is to be used for residential purpose and for no other purpose.

2. The VENDOR doth hereby covenant with the PURCHASER that (*a*) he has authority to grant and sell the said flat hereby granted and sold unto and to the use of the purchaser, (*b*) the PURCHASER shall at all times hereafter peaceably and quietly enter upon, hold, occupy, possess and enjoy exclusively the said premises hereby granted with appurtenances, (*c*) the said premises are free from any encumbrances, charges, rights, trusts and (*d*) the VENDOR shall from time to time execute or cause to be executed and do or cause to be done all reasonable acts, things, deeds, conveyances for better and further and even more perfectly granting the said premises unto and to the use of the purchaser as the purchaser shall reasonably require.

3. The PURCHASER doth hereby covenant with the VENDOR and other co-owners of the other flats or units in the said multi-storeyed building that, (*a*) the PURCHASER shall abide by the bye-laws of any Association of Apartment Owners of owners of flats or units and shall bear and pay his proportionate share in the common expenses required of him to be paid as his share of expenses as required by the Association of Apartment Owners, (*b*) shall use the said flat for residential purpose only, (*c*) the PURCHASER shall not do any work or bring any heavy material in the flat which would jeopardise the soundness or safety of the property or reduce the value thereof or impair any easement or add any material, tiles or structure or execute or alter any wall or put up any cellar without the unanimous consent of all other apartment-owners and the Association being first obtained.

4. The VENDOR hereby covenants with the PURCHASER that the VENDOR shall, unless prevented by fire or accident, from time to time and at all times hereafter at every reasonable request and at the cost of the PURCHASER produce or cause to be produced to the PURCHASER his Advocate or in any legal or other proceedings all or any deeds and writings mentioned in Schedule III hereunder for the purpose of showing the title to the said land and/or buildings and deliver to the PURCHASER attested copies or extracts of

the said documents, drawings and writings as the purchaser may require and in the meantime keep the said documents safe, unobliterated and uncancelled.

5. It is hereby further declared and agreed that in case the said Deeds and Writings to be produced or delivered by the VENDOR to any other person the VENDOR shall thereupon enter into a covenant with that person for production and furnishing copies of the said Deed and Writings by the said person to the PURCHASER as and when required as aforesaid.

IN WITNESS WHEREOF the parties herein have executed these presents on the day, month and year first above-written.

Schedule I

Schedule II

Schedule III

Signed, sealed and delivered by
Mr. .....
pursuant to Board Resolution of
.....of AB Ltd. the VENDOR
in the presence of:

1. ..... Signature
2. .....

Signed and delivered by Mr. MN
the PURCHASER in the presence of:

1. ..... Signature
2. .....

Signed and delivered by Mr. XY the
OWNER and CONFIRMING PARTY in the
presence of:

1. ..... Signature
2. .....

Agreement for Sale of Flat by the Original Purchaser to Another

THIS AGREEMENT IS MADE on this 10th day of July 2000 BETWEEN Mr. AB of ..... (hereinafter referred to as the VENDOR, which term

shall include his successor, heirs, administrators, executors and assigns) of the One Part and Mr. XY of ..... (hereinafter referred to as the PURCHASER, which term shall include his successors, heirs, administrators, executors and assigns) of the Other Part.

WHEREAS by an Agreement for sale between the VENDOR and MN Ltd. of ..... the VENDOR has agreed to purchase the flat No. ..... on the first floor in premises No. ..... and the said agreement has been duly registered.

AND WHEREAS the VENDOR has paid the consideration money and/or made arrangements for payment thereof to the said owner of the said building.

AND WHEREAS the VENDOR is no more interested in occupying the flat and is intending to sell his right, title and interest therein.

AND WHEREAS the PURCHASER has approached the VENDOr for purchasing the said flat No. ..... on the first floor at premises No. ..... at a price of Rs. 6 lakhs plus interest at 20% per annum on the respective instalments paid by VENDOR to the said MN Ltd.

AND WHEREAS the VENDOR has agreed to sell his right, title and interest in the said flat No. ..... on the first floor of premises No. ..... in the said multi-storeyed building to be constructed and/or under construction.

AND WHEREAS the PURCHASER has agreed to purchase the said flat No. ..... on the first floor of the said premises on the same terms and conditions on which the VENDOR agreed to purchase the said flat from MN Ltd.

AND WHEREAS the MN Ltd. has given its consent to transfer of the said agreement and the said flat by the VENDOR to the PURCHASER.

NOW THESE PRESENTS WITNESSETH and the parties agree as follows:

1. The VENDOR agrees to assign to the PURCHASER and the PURCHASER agrees to take over all the rights and benefits of the VENDOR to acquire by purchase the said flat No. ..... on the first floor in the multi-storeyed building under construction in premises No. ..... and particulars thereof contained in the agreement BETWEEN the said MN Ltd. and the VENDOR, a copy whereof has been made available to the PURCHASER and the substance whereof are given in Schedule I hereunder.

2. In consideration of the VENDOR having agreed to assign his right title and interest in the said agreement with MN Ltd., the PURCHASER has agreed to pay a consolidated sum of Rs. 7,50,000 to the VENDOR on the execution of this agreement, the receipt whereof the VENDOR doth hereby admit.

3. The VENDOR hereby agrees, declares and covenants that all his rights, title, interest and benefits in the said agreement with the MN Ltd. belonging to him and available to the VENDOR will hereafter belong and be available to

the PURCHASER as if the said agreement was entered into by and between said MN Ltd. and the PURCHASER herein in place of VENDOR and MN Ltd.

4. The VENDOR does not and will not claim any right, title or interest in the said agreement between VENDOR and MN Ltd. in the said flat No. ..... on the first floor of the multi-storeyed building under construction at No. ..... .

5. The PURCHASER has inspected all agreements, declarations, permissions, documents and has satisfied himself about the right, title and interest of the VENDOR and compliance of all statutory provisions by the VENDOR and the MN Ltd. in relation to the said flat.

6. The PURCHASER agrees and undertakes to take over and be bound by all terms and conditions of the said agreement between the VENDOR and MN Ltd. and be bound by all the obligations undertaken or agreed to by the vendor in the said agreement including the obligations to join and become a member of the proposed Association of Apartment-owners that will be formed by or on behalf of the purchaser in the said building and to sign all forms and papers in connection therewith.

7. The VENDOR and PURCHASER agree that each one of them would execute all necessary deeds and documents and do all such acts and things which would be necessary for effective possession and enjoyment of the said flat by PURCHASER and for protecting the right, title and interest of the PURCHASER in the said flat.

IN WITNESS whereof the parties hereto do execute these presents on the day, month and year first above-written.

Schedule I

Schedule II

Signed and delivered by Mr. AB
in the presence of:
1. .....
2. .....

Signature

Signed and delivered by Mr. XY
in the presence of:
1. .....
2. .....

Signature

Signed, sealed and delivered by
Mr. ..... pursuant of Board
Resolution of 8th July 2000 of MN Ltd.
as confirming party in the presence of:

Signature

Agreement for Sale of Flat

THIS AGREEMENT FOR SALE made this the 5th day of September 2000 BETWEEN (1) Sri AB son of Sri CD, by faith Hindu, by Occupation Business, residing at present at ..... hereinafter referred to as the LAND OWNER (which expression shall unless excluded by or repugnant to the context be deemed to mean and include his heirs, executors administrators, representatives and legal assigns) of the First Part and MN a partnership firm represented by its partners and carrying on business as Builders, Promoters, Developers and Constructors having its office at ..... hereinafter referred to as the DEVELOPER (which term or expression shall unless excluded by or repugnant to the context be deemed to mean its successors and assigns) of the Second Part and Sri PQ son of Sri XY residing at ..... by occupation Service (hereinafter referred to as the PURCHASER (which expression shall unless excluded by or repugnant to the context shall mean and include his heirs, executors, administrators, legal representatives and/or nominees) of the Third Part.

WHEREAS the party hereto of the First Part herein is the absolute Owner and is seized and possessed of and/or otherwise well and sufficiently entitled to ALL THAT piece and parcel of land measuring an area of 5 (five) cottahs be the same a little more or less being the Development Scheme of the Government of West Bengal popularly known as ..... being Scheme plot No. ....., Block ....., ..., comprised in a portion of C.S. plot No. ..... within J.L. No. ....., Mouza ....., Police Station ..... at present ....., Municipal Holding No. ....., Ward No. ....., within the limit of .... known as premises No. ..... by virtue of a Registered Deed of Sale dated ..... and registered with the Registrar of Assurances, Calcutta recorded in Book No. 1, being Nos. 10 for the year 1996.

AND WHEREAS the LAND OWNER has entered into an agreement on ..... with the DEVELOPER/Second Party for construction of residential flats on terms and conditions mentioned therein.

AND WHEREAS by virtue of the said Deed of Agreement the said LAND OWNER First Party has delivered peaceful vacant possession of the said property to the DEVELOPER/Second Party for the purpose of construction of multi-storeyed building at the cost of the DEVELOPER/Second Party comprising of residential apartments on the said plot of land for selling out ownership flats/apartments to the intending purchaser for valuable consideration.

AND WHEREAS by virtue of the said Deed of Agreement executed on ..... the LAND OWNER/First Party agreed to sign

any document if required for conveying the flat to the intending PURCHASER with proportionate share of land at the cost of the intending PURCHASER Third Party and the said LAND OWNER also declares that he shall have no objection to the matter of realisation of advance amount from the intending PURCHASER of the plot by the DEVELOPER.

AND WHEREAS by virtue of the said Deed of Agreement dated .... the LAND OWNER agreed to sign any document if required by conveying the flat to the intending purchaser at his cost and the said LAND OWNER/VENDOR also declares that he shall have no objection in the matter of realisation of advance amount from the intending purchaser/s of the plots.

AND WHEREAS by virtue of the said agreement dated .... the LAND OWNER/VENDOR agreed not to receive any other consideration from the DEVELOPER or from the PURCHASER except which were provided in the said agreement dated ..... executed between the said VENDOR/LAND OWNER and the DEVELOPER.

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

1. The DEVELOPER/Second Party will construct and complete the multi-storeyed building as per sanctioned plan No. ..... dated ..... and shall plan, design, supervise and construct as per Indian Standard Code and the Development Scheme of the Government of West Bengal popularly known as ....., being Scheme plot No. ..... Block ....., ..., comprised in a portion of C.S. plot No. ..... within the Limit of .... as per specification mentioned hereunder.

2. The VENDOR and the DEVELOPER have jointly represented before the PURCHASER that the said premises is free from all encumbrances and *lis pendens.*

3. 'Covered Area' shall according to the context mean the plinth area of the said unit or all units in the building including bath rooms and balcony or terrace and also the thickness of the boundary walls, internal walls and pillars columns PROVIDED THAT IF ANY WALL BE COMMON BETWEEN two units then $^1/_2$ of the area under such wall shall be included in each unit and also including a proportionate share of the area of the common portion of the building and/or as per the analysis given by the architect of the DEVELOPER.

4. The DEVELOPER shall arrange for separate electric meter for the owner of the respective flat from the CESC and also for water connection and drainage connection from the ..... and the respective flat owner shall be liable to pay a sum of Rs. 10,000 (Rupees Ten Thousand only) to the developer for the same PROVIDED THAT if all the

purchasers want Generator for supply of electricity the DEVELOPER will arrange the same and the purchasers will be liable to pay the cost of Generator and the charges for running thereof.

5. The Land: All that piece or parcel of land measuring 5 (five) cottahs be the same a little more or less within the Development Scheme of the Government of West Bengal popularly known as .... being Scheme plot No. ....., comprised in a portion of C.S. plot No. ..... within J.L. No. ....., Mouza ..... Police Station ..... at present ....., Municipal, Holding No. ....., Ward No. ..... within the limit of ..... and known as ..... which is butted and bounded as follows:

On the North by 20 ft. wide road.

On the south by Scheme plot No. ....., owned by Mr. .....

On the East by Scheme plot No. ....., owned by Sri .....

On the West by Scheme plot No. ....., owned by Sri .....

6. Common Portions Common to the Owners of the Flats

(*a*) The land comprised in the premises but excluding those reserved for parking of car/cars marked by the DEVELOPER exclusively to any Unit or the PURCHASER and those mentioned herein.

(*b*) Only general light point/points of the common portions shall be provided.

(*c*) Drains, sewers main water connections from the South Dum Dum Municipality the underground reservoir main water delivery pipe line from underground reservoir to overhead water tanks lift and distribution pipe-line to kitchen and toilets of different units/ and or to the common portions.

(*d*) Last roof for use only, staircases and landings of different units and to the common portions.

(*e*) Water pumps and motors, Electrical wiring and Main Switch-box, Main electrical distribution-board, Sub-distribution boards, Electrical wirings, Main electrical meter, and other installations and fittings.

(*f*) Water and sewage evacuation pipes from the units to the main drains and sewers common to the buildings, water reservoir pipe. lines septic lines, septic tank overhead tank etc.

(*g*) Boundary wall, Main gates, Drive ways are common to the said building including the roof of the said building.

7. Declarations of the said unit and/or Flat No. ..... intended to be purchased by the PURCHASER:

ALL THAT the said Unit being the Flat No. ..... on first floor containing a total super-built-up area of ..... sqft. (approx.) inclusive of common area facilities in the proposed building.

APARTMENT ..... premises No. ..... together with the proportionate share in the land on which the said entire building has been constructed.

8. Type of Construction and Specification of Building:

Foundation	:	Stone column/isolated footings with the beams connecting the column (Specially designed to suit the soil condition).
Structure	:	RCC-framed structure.
Roof	:	RCC Slab with proper water proofing treatment.
Walls	:	1st class burnt bricks in suitable cement sand mortar plastered.
Wall Finish	:	Plaster of paris on internal walls and super snowcem on outer walls.
Floors	:	Drawing/Dining/Bed Room/Balcony with Mosaic Tiles/ Kitchen/Toilets with Marble Finish.
Door	:	One side teak factory made Flush Door with Eye piece Mortice Lock and Stopper, Main Entrance door will be Fire Resistant.
Window	:	Wooden and MS Grills with Glass.
Sanitary	:	Bath Room walls upto 5' Marble Tiles coloured/ White ceramic ware fittings C.P./ Royal Tap shower/ Towel Rod/Mirror.
Kitchen	:	Marble sink and Forking Top in Marble and wall of working Top upto 2' Granite.
Electricals	:	Concealed wiring and points in all Rooms, Kitchen, toilets, Balcony using standard quality conductors, plug points in all Rooms, Kitchen, Toilets, etc. TV and Telephone outlet in living Room.
Water	:	Deep Bore well with O.G. Tank for 24 Hours water Supply.
Lift	:	24 hours Automatic Lift service.
Security	:	Separate Security Control Room, Pump Room.
Entertainment	:	Dish Antenna at extra cost.
Fire Protection	:	Fire extinguishing equipment at common place, Lightening Arrestor at suitable place.

Parking extras : Car-parking space available at extra cost.

Extras : To be notified and separately paid for by purchaser.

9. Consideration money for the proportionate undivided share/interest in the said land cost of construction of the said Unit.

A.	Consideration for transfer of proportionate undivided $^1/_{10}$th Owner's share in the land	... Rs.	5,00,000
B.	Consideration for construction and cost of the said Unit and the common portions proportionately shall be	... Rs.	6,00,000
		... Rs.	11,00,000

The Third Party/PURCHASER agrees to purchase the flat being No. 2 on the 1st floor of the said building at a total price of Rs. 11,00,000 (Rupees Eleven Lakhs only). The said flat intended for sale has not yet been booked earlier to any person. The mode of payment by the purchaser to the DEVELOPER/Second Party will be in the following manner:

(*i*)	At the time of booking		
(*ii*)	First Instalment		
(*iii*)	Second Instalment	... Rs.	4,50,000
(*iv*)	Third instalment		
(*v*)	Before possession within 31st December 1999	... Rs.	6,50,000

Before date of possession the PURCHASER shall pay all amounts becoming due to the DEVELOPER.

10. The DEVELOPER/Second Party shall complete the construction of the building in all respects and make ready for possession of the said apartment to the PURCHASER/Third Party on or before 5th December 1999 subject to compliance of terms and conditions written hereunder.

11. In case of default, in the matter of payment of advance money and/or instalment as stated in clause 9 of this Agreement by the PURCHASER/Third Party to the DEVELOPER/Second Party, the purchaser/Third Party shall be liable by way of compensation to pay interest at the rate of 2% per annum on the outstanding amount after 15 days on failing to pay the instalment/ advance money to be paid to DEVELOPER/Second Party from the date of demand notice in addition to the payments as written in clause 9 hereinabove.

12. In the event the PURCHASER/Third Party defaults in the matter of payment of the instalments in accordance with clause 9 of this Agreement for more than 30 (thirty) days from the date of demand notice then the

DEVELOPER/Second Party will be at liberty to forfeit the said right to the flat and also to sell out the said flat No. 2 to anybody at its sweet will and the repayment will be as per clause No. 13 of this agreement.

13. The PURCHASER/Third Party may get refund of the amount already paid on account of the his booking of the said flat subject to intimation in writing to the DEVELOPER/Second Party who shall return in such case 75% of the total amount deposited subject to minimum deduction of Rs. 50,000 and the said reduced amount will be refunded within six months from the date of the intimation and/or cancellation of this agreement.

14. The PURCHASER/Third Party shall not sell, transfer and/or assign any of his right, title or interest with respect to the said flat, particularly stated in clause 7 of this Agreement to anybody before taking delivery of possession of the said flat without written consent of the Developer/Second Party.

15. The DEVELOPER/Second Party shall not be liable for any loss caused by acts of God or other unforeseen circumstances making it impossible for the Developer to construct the said building and to deliver possession of the said flat in the said building to the PURCHASER/Third Party on or before the stipulated date. Save and except the aforesaid reasons, the DEVELOPER/Second Party shall be liable to deliver possession of the said flat in the said building to the PURCHASER/Third Party on or before the said stipulated date, otherwise the DEVELOPER/Second Party shall be liable to pay the damages at the rate of Rs. 4,500 per month to the PURCHASER/Third Party till the delivery of the said flat in the building.

16. The PURCHASER/Third Party shall become the absolute owner in respect of the said flat after mutation of the said flat and/or after registration of the said deed of conveyance. The PURCHASER/Third Party shall be bound to make registration of his flat.

17. The DEVELOPER shall arrange for execution and registration of the Deed of Conveyance by the Registered Power of Attorney of the LAND OWNER in respect of the said flat in favour of the PURCHASER but the purchaser agrees to bear and/or pay the cost of registration of Deed of Conveyance including the stamp duty and all charges separately.

18. In the event the DEVELOPER/Second Party fails or neglects to complete the sale as aforesaid or otherwise to carry out any one or more of the obligations on its part as provided in this Agreement or otherwise required by law the PURCHASER/Third Party shall be at liberty to enforce specific performance of this Agreement by institution of legal proceedings or at his option sue the DEVELOPER/Second Party for recovery of the advance amount unless the DEVELOPER affected under clause 16 of this agreement.

19. The PURCHASER/Third Party agrees to bear all the common expenses with other flat-owners as will be settled among themselves.

20. General specification as agreed by and between the parties is written as hereinabove mentioned.

IN WITNESS WHEREOF the party of the First Part being the OWNER, the party of the Second Part, being the DEVELOPER, and the party of the Third Part being the PURCHASER hereto have set and subscribed their respective hands on the day, month and year first above-written.

Signed, sealed and delivered by the LAND OWNER at Calcutta in the presence of:

Signed, sealed and delivered by the DEVELOPER at Calcutta in the presence of:

Signed, sealed and delivered by the PURCHASER at Calcutta in the presence of:

Sale to a Co-operative Society

THIS INDENTURE IS MADE at ..... this ..... day of ..... in the year two thousand and ..... BETWEEN ..... of ..... inhabitant hereinafter called the VENDOR (which expression shall mean and include his heirs, executors and administrators) of the One Part AND ..... and ..... all inhabitants of ..... hereinafter referred to as the CONFIRMING PARTIES of the Second Part AND THE ..... CO-OPERATIVE HOUSING SOCIETY LIMITED, a Co-operative Society registered under the Maharashtra Co-operative Societies Act 1960, under No. Bom/HSG ..... of 1966 having its registered office at Plot No. ..... Road, ... hereinafter called the PURCHASERS (which expression shall, unless repugnant to the context or meaning thereof, include its successors and assigns) of the Third Part whereas by a Deed of Conveyance dated the .....day of ..... 20..... made and entered into BETWEEN the VENDOR and Shri ..... and such of the CONFIRMING PARTIES as mentioned hereunder ..... on the ..... 20..... all that vacant piece or parcel of land being at ..... in the registration sub-district of ..... and more particularly described in the Schedule hereunder written was conveyed unto the VENDOR AND WHEREAS by an agreement dated the ..... day of ..... 20..... made and entered into between the VENDOR and MESSRS ..... BUILDERS, a partnership firm having its office at No. ..... Road, ... and the said firm agreed to purchase the said plot of land measuring about ..... square yards bearing plot ..... situate at ..... Road, ... for a consideration of Rs. ..... AND WHEREAS by the said agreement it was confirmed that the entire consideration of Rs. ..... was paid by the said firm to the VENDOR and the VENDOR has delivered possession of the said plot of land to the said firm who were allowed to

construct a building thereon as per the plans passed and sanctioned by the ..... municipality and the CONFIRMING PARTIES were allowed by the VENDOR to sell the various flats in the said building on ownership basis as proposed pending transfer of the said property to the nominee of the said firm AND WHEREAS after entering into the said agreement dated the ..... day of ..... 20..... and obtaining possession of the said plot of land, the said firm commenced constructing a building thereon consisting of several flats and the CONFIRMING PARTY entered into agreements with diverse persons in respect of such flats in such building AND WHEREAS the construction of the aforesaid building was completed by the said firm and the said building is now known as "....." (the said land together with the building standing thereon being more particularly described in the Schedule hereunder written) AND WHEREAS on the aforesaid building being constructed the said firm gave to the holders of the respective flats in the said building possession of the respective flats as per agreements entered into between the said firm and the individual flat-holders and such holders accepted possession thereof in terms of cl. (6) of their respective agreements AND WHEREAS the holders of all the flats in the said building known as "....." formed themselves into a Co-operative Housing Society, viz. the PURCHASERS herein AND WHEREAS the CONFIRMING PARTIES are the present partners of the said agreements which the said firm had entered into with the holders of diverse flats, *inter alia,* provided that the aforesaid building which the said firm was then constructing would consist of a ground and ..... upper floors initially and that if and when the Municipal Corporation for ..... allowed the erection of a further floor on such building the CONFIRMING PARTIES would be entitled to do so and the CONFIRMING PARTIES reserved unto themselves the right to dispose of the flats on such additional floor, *viz.* the ..... floor, or such building if and when erected and that the said land and the said building consisting of a ground floor and ..... upper floors would be transferred to such Co-operative Housing Society and that such conveyance would contain a condition reserving to the said firm the rights in respect of the said ..... floor as aforesaid AND WHEREAS the PURCHASERS being the Co-operative Housing Society formed by the holders of all the flats of the aforesaid building consisting of a ground floor and ..... upper floors known as "....." and the said land and building being already in possession of the PURCHASERS and the full purchase price in respect of the said flats and the said garages in the said building (aggregating to Rs. .....) having been paid to the said firm, the PURCHASERS requested the CONFIRMING PARTIES to procure a Deed of Conveyance from the VENDOR in favour of the PURCHASERS reserving unto the CONFIRMING PARTIES the right in respect of the floor as aforesaid which the VENDOR and the CONFIRMING PARTIES have agreed to do in the manner hereinafter appearing NOW THIS INDENTURE WITNESSETH that in pursuance of the said agreement and in consideration aforesaid the VENDOR doeth hereby

grant, convey and assure and the CONFIRMING PARTIES do and each of them does hereby confirm unto the PURCHASERS all that piece or parcel of land with the messuages, tenements and the building consisting of a ground floor and ..... upper floors known as "....." standing thereon situate lying and being at ..... Road, in the ..... Taluka of the ..... District containing by admeasurement about ..... square yards and more particularly described in the Schedule hereunder written TOGETHER WITH all and singular the said building known as "....." consisting of one ground floor and ..... upper floors (which said land, hereditaments and premises are hereinafter referred to for brevity's sake as "the said premises"), courts, yards, areas, ways, compounds, paths, passages, waters, watercourses, sewers, ditches, drains, trees, plants, lights, liberties, easements, profits, privileges, advantages, rights, members and appurtenances whatsoever to the said premises belonging or any wise appertaining to or with the same or any part thereof now or at any time heretofore usually held, used, occupied or enjoyed or reputed or known as part or member thereof or be appertaining thereto and also, TOGETHER WITH ALL the deeds, documents writings, vouchers, and other evidence of title relating to the said premises or any part thereof and ALL the estate, right, interest, use, inheritance, property, possession, benefits, claim and demand whatsoever both at law and equity of the VENDOR into and out of or upon the said premises or any part thereof TO HAVE HOLD AND POSSESS the said premises and every part thereof described in the Schedule hereunder written and all and singular and other the premises hereby granted, conveyed and assured or intended so to be with their and other their rights members and appurtenances unto and of the use and benefit of the PURCHASERS for ever SUBJECT nevertheless to the payment by the PURCHASERS of all rents, taxes, assessments, rates, dues and duties now chargeable upon the same or which may hereafter become payable in respect thereof to the Government or the Municipality AND ALSO subject and reserving the right in favour of the CONFIRMING PARTIES to erect and put up one further floor (*i.e.*, the ..... floor) on the said building known as "....." if and when the Municipal Corporation for ..... allows such erection AND ALSO reserving unto the confirming parties the right to dispose of the flats of such additional floor (*viz.*, the .....floor) if and when erected as also the right of approach to such ..... floor with the right to lay and connect drains, water and other pipes, electric and other cables, wires and connections and conveniences and all other access through or over the remaining part of such building and land in connection with such ..... floor to be erected by the CONFIRMING PARTIES, and the VENDOR doth hereby covenant with the purchasers that notwithstanding any act, deed, matter or things whatsoever by him the VENDOR or any person lawfully or equitably claiming by, from, through, under or in trust for him made, done, committed or omitted or knowingly suffered to the contrary, he the vendor now hath in himself good

right, full power and absolute authority to grant, convey and assure the said premises hereby conveyed and assured and intended so to be unto and to the use of the PURCHASERS in the manner aforesaid AND it shall be lawful for the purchasers from time to time and at all times hereafter peaceably and quietly to enter upon, possess and enjoy the said premises described in the Schedule hereunder written and to receive all rents, issues and profits thereof and of every part thereof to and for their own use and benefit without any suit, lawful eviction, interruption, claim and demand whatsoever for or by him the VENDOR or by any person or persons lawfully or equitably claiming or to claim by under or in trust for him and that free and clear and freely and clearly and absolutely acquitted, exonerated and for ever discharged or otherwise by the VENDOR well and sufficiently saved, defended and kept harmless and indemnified of, from and against all former and other estates, titles, charge and encumbrances whatsoever, had, made, executed, occasioned or suffered by the VENDOR or any other person or persons lawfully or equitably claiming or to claim by, from, under or in trust for him AND further that He the VENDOR and all persons having or lawfully or equitably claiming any estate or interest whatsoever in the said premises or any of them or any part thereof from, under or in trust for the VENDOR shall and will from time to time and at all times hereafter at the request and cost of the PURCHASERS do and execute or cause to be done and executed all such further and other lawful reasonable acts, deeds, things and assurances in the said land, hereditaments and premises whatsoever for the better and more perfectly assuring the said premises described in the Schedule hereunder written and every part thereof unto and to the PURCHASERS in the manner aforesaid as by the PURCHASERS shall be reasonably required AND the PURCHASERS do hereby covenant with the VENDOR and the CONFIRMING PARTIES that they the PURCHASERS shall and will at all times hereafter allow the CONFIRMING PARTIES to erect one further floor, *viz.*, the ..... floor on the said building known as "....." if and when the Municipal Corporation of ..... allows such erection and the confirming parties shall have the right to dispose of the flats on the ..... floor if and when erected and the stamp duty and registration charges are to be borne by the Purchasers' Society.

IN WITNESS WHEREOF the VENDOR and the CONFIRMING PARTIES hereto have set their respective hands and seals and the PURCHASERS have affixed its Common Seal to the original and duplicate thereof the day and the year first hereinafter written.

The Schedule above referred to

Signed, sealed and delivered by the within-named VENDOR in the presence of:

Signed, sealed and delivered by the confirming parties Shri .... Shri ..... in the Shri ..... and Shri ..... in the presence of:

The common seal of Co-operative Housing Society Limited has been hereunto affixed ..... pursuant to the Resolution of its Managing Committee ..... bearing date the ..... day of ..... 20... in the presence of Shri ..... the Chairman of the said Society, Mr. ....., a member of the Managing Committee of the said Society and Mr. ..... the Secretary of the said Society who have each signed these presents in the presence of:

RECEIVED of and from the within-named purchasers herein the within-named consideration money to be paid by them to me sum of Rs. ..... (Rupees ..... only) being the consideration money by cheque No. ..... of X Bank Ltd.

WITNESSES: I say received.

Sale to a Co-operative Society

THIS INDENTURE IS MADE this ..... day of ..... BETWEEN ..... son of ....., etc., or a partnership firm duly registered under the Indian Partnership Act having its registered office at No. ..... hereinafter referred to as the VENDOR (which expression where the subject or context allows or admits of shall mean and include his heirs, executors and administrators or successor or successors in business as the case may be) of the One Part AND ..... son of etc., ... and ..... son of etc., ... hereinafter referred to as the CONFIRMING PARTIES of the Second Part AND THE .....CO-OPERATIVE HOUSING SOCIETY LIMITED, a Co-operative Society registered under the Co-operative Societies Act, ... having its registered office at No. ..... Road, ..., hereinafter called the PURCHASERS (which expression shall, unless repugnant to the context or meaning thereof, include its successors and assigns) of

the Third Part WHEREAS by a deed of conveyance dated the ..... day of 20 ..... made between the VENDOR described therein as PURCHASER and Shri ..... (described therein as VENDOR) and registered with the Sub-Registrar of Assurances of ..... in Book ..... pages to ..... being No. ..... for ..... it was witnessed that the vacant piece or parcel of land or ground measuring ..... situate, lying and being at ..... in the district of ..... and more particularly described in the Schedule hereunder written was granted, conveyed, sold, transferred, assigned and assured unto the VENDOR absolutely and for ever AND WHEREAS by an agreement dated the ..... day of ..... 20..... made between the VENDOR and ..... BUILDERS, a Partnership firm having its office at No. ..... Road, ... the said firm agreed to build upon and construct a multi-storeyed building on the said land upon terms thereunder contained. AND WHEREAS the said firm commenced with and constructed a building thereon consisting of several flats and the CONFIRMING PARTIES have entered into agreements with the VENDOR for purchase in respect of such flats in such building AND WHEREAS the construction of the aforesaid building having been completed by the said firm the VENDOR has delivered possession of the respective flats in the said building to the respective purchasers as per agreements entered into with them. AND WHEREAS the individual flat-holders and such PURCHASERS have accepted the said flats and possession thereof in terms of clause (.....) of their respective agreement AND WHEREAS the holders of the flats in the said building known as "....." formed themselves into a Co-operative Housing Society.

NOW THIS INDENTURE WITNESSETH that in pursuance of the said agreement and for the consideration aforesaid, the vendor do hereby grant, convey, transfer, sell and assure and the confirming parties do and each of them join with the VENDOR in effecting such transfer and sale and do hereby confirm unto the PURCHASERS the said multi-storeyed building consisting of ground floor and ..... upper floors known as "....." standing thereon situate lying being at ..... Road, in the ..... District of ..... together with the land thereunder containing by measurement ..... more or less and more particularly mentioned and described in the Schedule hereunder written TOGETHER WITH the hereditaments and premises are hereinafter referred to for brevity's sake as ("the said premises"), courts, yards, areas, ways, compounds, paths, passages, waters, watercourses, sewers, ditches, drains, trees, plants, lights, liberties, easements, profits, privileges, advantages, rights, members and appurtenances whatsoever to the said premises belonging or any wise appertaining to or with same or any part thereof now or at any time heretofore usually held, used, occupied or enjoyed or reputed or known as part or member thereof or be enjoyed or reputed or known as part of member thereof or be appertaining thereto and also TOGETHER WITH ALL the deeds, documents, writings, vouchers, and other

evidence of title relating to the said premises or any part thereof and ALL the estate, right, interest, use, inheritance, property, possession, benefits, claim and demand whatsoever both at law and equity of the VENDOR and CONFIRMING PARTIES into and out of or upon the said premises or any part thereof TO HAVE AND TO HOLD, POSSESS AND ENJOY the said premises described in the Schedule hereunder written and all and singular and other the premises hereby granted, conveyed and assured or intended so to be with their and other their rights, members and appurtenances unto and to the use and benefit of the PURCHASERS for ever SUBJECT nevertheless to the payment by the PURCHASERS of all rents, taxes, assessments, rates, dues and duties now chargeable upon the same or which may hereafter become payable in respect thereof to the Government or the Municipality and that the VENDOR doth hereby covenant with the PURCHASERS that notwithstanding any act, deed, matter or thing whatsoever by him the VENDOR or any person lawfully or equitably claiming by, from, through, under or in trust for him made, done, committed or omitted of knowingly suffered to the contrary the VENDOR now has in himself good right, full power and absolute authority to grant, convey and assure the said premises hereby conveyed and assure and intended so to be unto and to the use of the PURCHASERS in the manner aforesaid AND it shall be lawful for the PURCHASERS from time to time and at all times hereafter peaceably and quietly to enter upon, possess and enjoy the said premises and every part thereof described in the Schedule hereunder written and to receive all rents, issues and profits thereof and of every part thereof to and for their own use and benefit without any suit, lawful eviction, interruption, claim and demand whatsoever for or by him the VENDOR or by any person or persons lawfully or equitably claiming or to claim by, under or in trust for him and that free and clear and freely and clearly and absolutely acquitted, exonerated and for ever discharged or otherwise by the VENDOR well and sufficiently saved defended and kept harmless and indemnified of, from and against all former and other estates, titles, charge and encumbrances whatsoever, had, made, executed, occasioned or suffered by the VENDOR and the CONFIRMING PARTIES or any other person or persons lawfully or equitably claiming or to claim by, from, under or in trust for him or them AND further that the VENDOR and the confirming parties and all persons having or lawfully or equitably claiming any estate or interest whatsoever in the said premises or any of them or any part thereof from under or in trust for the VENDOR and/or the CONFIRMING PARTIES shall and will from time to time and at all times hereafter at the request and cost of the purchasers do and execute and perform or cause to be done and executed all such further and other lawful reasonable acts, deeds, things and assurances in respect of the said land, hereditaments and premises whatsoever for the better and more perfectly assuring the said premises described in the Schedule hereunder written and every part thereof unto and to the PURCHASERS in the manner aforesaid as by the PURCHASERS shall be reasonably required.

IN WITNESS WHEREOF the VENDOR and the CONFIRMING PARTIES hereto have set their respective hands and seals and the PURCHASERS have affixed its Common Seal to the original and duplicate thereof the day and the year first hereinabove written.

The Schedule above referred to

Signed, Sealed and Delivered by the within-named VENDOR ..... in the presence of:

Signed, Sealed and Delivered by the CONFIRMING PARTIES Shri ..... Shri ..... in the .....Shri ..... and Shri ..... in the presence of:

THE COMMON SEAL ..... OF .....CO-OPERATIVE HOUSING SOCIETY LIMITED has been hereunto affixed ..... pursuant to the resolution of its Managing Committee bearing date ..... the ..... day of ..... 20..... in the presence of Shri ..... the Chairman of the said Society, Mr. ....., a member of the Managing Committee of the said Society and Mr. ....., the secretary of the said Society who have each signed these presents in the presence of:

RECEIVED OF and from the within-named PURCHASERS herein the sum of Rs. ..... (Rupees ..... only) being the within-named consideration money by cheque No. ..... on X Bank Ltd.

WITNESSES: VENDOR

Deed of Assignment of Ownership Flat

THIS DEED OF ASSIGNMENT made this ..... day of ..... 20..... BETWEEN Shri ..... son of ..... by faith ..... by occupation .....hereinafter referred to as the ASSIGNOR (which expression shall mean and include his heirs, executors and administrators) of the one part

AND Shri ..... son of ..... by faith ..... by occupation ..... hereinafter referred to as the ASSIGNEE (which expression shall mean and include his heirs, executors, administrators and assigns) of the other part.

WHEREAS the ASSIGNOR has acquired by purchase Flat No. ..... on the building known as ..... Plot No. ....., ... Road, ... under an Agreement dated the day of ..... 20..... between himself as Party of the Second Part and ..... of the First Part after paying Rs. ..... as purchase price and having deposited certain sums of money as mentioned therein.

AND WHEREAS the ASSIGNEE has deposited a sum of Rs. ..... (Rupees ..... thousand only) with the ASSIGNOR for the purchase of the said Flat No. ..... and the ASSIGNOR had delivered vacant possession of the said Flat No. ..... to the ASSIGNEE in pursuance of an Agreement of Sale dated ..... day of .....20..... made between the parties thereto.

AND WHEREAS the assignor has agreed to assign all his right, interest, title and benefits under the said agreement dated the ..... day of .....20..... to the ASSIGNEE free from all encumbrances.

NOW THIS INDENTURE WITNESSETH that in pursuance of the said Agreement and in consideration of the sum of Rs. ..... (Rupees ..... thousand only) paid by the ASSIGNEE to the ASSIGNOR (the receipt whereof the ASSIGNOR doeth hereby admit, acknowledge and confirm and for ever discharge, acquit and release the ASSIGNEE of the same and every part thereof) the ASSIGNOR doeth hereby grant, convey, sell, assign and transfer all his estate, right, interest, title in and all benefits of the flat in terms of the said Agreement dated the ..... day of ..... 20 ..... mentioned hereinabove including the deposits standing to the credit of the ASSIGNOR with the said Shri ..... and others being the party of the First Part referred to in the Agreement dated the ..... day of .....20..... TO HAVE AND TO HOLD the same unto and to the use of the ASSIGNEE absolutely and enjoy all benefits thereof but subject to the conditions on which the ASSIGNOR held the same under the Agreement dated ..... day of ..... 20..... and the ASSIGNEE doth hereby agree to take the said flat subject to such conditions contained therein AND the ASSIGNOR doeth hereby covenant, with and agree to indemnify and keep indemnified the ASSIGNEE his estate, heirs, executors, administrators and representative against all loss and damage occasioned as a result of any defect in title or want of title to the said flat or for any reason the said flat is not transferred in the name of the ASSIGNEE or in the event the ASSIGNEE is not made a member of the proposed Co-operative Housing Society of the said building known as "....." or refused membership of the said proposed Co-operative Housing Society for any reason whatsoever or the ASSIGNEE is dispossessed of the said flat by said

Shri ..... and others being the party of the First Part referred to in the said Agreement dated the ..... day of ..... 20..... as a result thereof and the ASSIGNOR further agrees and covenants with the ASSIGNEE to do, execute any further or other document or documents and/or deeds and to do all acts, things and deeds as may be necessary to complete and make perfect the title of the ASSIGNEE in respect of the said flat.

Schedule above referred to description of the flat

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

Signed and delivered by the within-named ASSIGNOR Shri ..... in the presence of:

Signed and delivered by the within-named ASSIGNEE Shri ..... in the presence of:

RECEIVED of and from Shri ..... the sum of Rs. ..... (Rs. ..... thousand only) being the balance of the purchase money of Flat No. ..... floor, Plot No. ....., Road ..... making the total purchase price of Rs. ..... (Rupees ..... thousand only) by cheques No. 4 and 5 on Y Bank Ltd.

WITNESS: ASSIGNOR

Notice of Purchase of Ownership Flat

To

Dear Sir

Re: Flat No. ..... on ..... floor in building as ..... Plot No. ..... Road, Mumbai.

Please note that I have this day purchased from ..... all his/her right, title and interest whatsoever in respect of the aforesaid flat under an Agreement dated ..... made between the said ..... and myself *inter alia* on the terms and conditions contained in the Agreement dated ..... made BETWEEN you and the said ..... A copy of the Agreement dated ..... is sent herewith. The said ..... has also addressed to you by a separate letter dated ..... in this connection.

I confirm that I have agreed and undertaken to abide by all the terms and conditions of the said Agreement dated ..... between yourselves and the said ..... in respect of the said flat and that I am and shall at

all times hereafter remain liable to you all for arrears of the municipal taxes, water charge and lease money and other outgoings, if any, payable to you by my VENDOR aforesaid in respect of the said flat up to date and I shall punctually pay to you and/or the society that has been or is to be formed under the said Agreement dated ..... all such outgoings and charges as above-mentioned that will hereafter be due and payable to you by me.

Kindly transfer the said flat to my name and oblige.

Thanking you

Yours faithfully

Deed of Sale of Office Space

THIS INDENTURE IS MADE this 10th day of September 2000 BETWEEN AB Co. P. Ltd. an existing company within the meaning of the Companies Act 1956 and having its Registered Office at ..... in the town of ..... hereinafter referred to as the VENDOR (which term shall unless contrary or repugnant to the context mean and include its successors and assigns) of the One Part and Mr. XY residing at .... hereinafter referred to as the PURCHASER (which term shall unless contrary or repugnant to the context mean and include his heirs, legal representatives, executors, administrators and assigns) of the Other Part.

WHEREAS by a conveyance dated 10th September 1999 registered in Book No. 1, Volume 2, Pages 10 to 20, being No. 5 for the year 1999 at the Office of the Registrar of Assurances, ... made between Mr. AB of ..... the seller of the One Part and AB Co. P. Ltd. the PURCHASER of the Other Part the said AB Co. P. Ltd. purchased all that piece or parcel or plot of land containing by measurement an area of 10 cottahs be the same a little more or less together with 3-storeyed brick-built building, messuages, tenements, dwelling-house, heriditaments, premises, godowns, shops and other structures whatsoever lying at and being municipal premises No. .... in Holding No. ..... Block No. ..... in the town of Calcutta more fully described in the First Schedule hereunder written, hereinafter referred to as the said premises.

AND WHEREAS the said AB Co. P. Ltd. is seized and possessed of or otherwise well and sufficiently entitled to the said premises free from all encumbrances whatsoever.

AND WHEREAS the said AB Co. P. Ltd. having duly demolished all the buildings, godowns, shops and other structures whatsoever then lying erected thereon commenced the construction of a new multi-storeyed building comprising of several office rooms, shops, showrooms and other

structures in or upon the land comprised in the said premises hereinafter called the said building.

AND WHEREAS the PURCHASER having inspected the original Title Deeds, documents and papers as also sanctioned Plan duly satisfied himself with regard to the right, title and interest of the VENDOR as also with regard to the areas, dimensions, measurements and other details of the said building.

AND WHEREAS by an agreement dated 5th June 2000 the purchaser herein agreed to acquire all that an office space bearing No. ..... on the 2nd floor of the said building more fully described in the Second Schedule hereunder written hereinafter referred to as the said office space for the consideration and on the terms and conditions therein contained.

AND WHEREAS the VENDOR from time to time entered into several similar agreements with various other persons or parties for transfer of the several other office spaces, shops, showrooms, parking spaces and other spaces of the said building.

AND WHEREAS in pursuance of the said Agreement dated 5th June 2000 the VENDOR herein duly completed the construction of the said building as also the said office space in accordance with the sanctioned plan.

AND WHEREAS in pursuance of the said Agreement as hereinbefore recited, the purchaser from time to time duly paid to VENDOR the entire agreed consideration money for acquiring the *said office space* as mentioned in the said Agreement whereupon the PURCHASER was duly put in vacant and peaceful possession of the *said office space*.

AND WHEREAS the PURCHASER herein having paid the entire agreed consideration money and also having been put in vacant and peaceful possession of the *said office space* as per the said Agreement as hereinbefore stated, has been occupying possessing using and enjoying the same.

AND WHEREAS the VENDOR being approached and requested by the PURCHASER, has agreed to complete the transfer by executing and registering these presents in respect of the *said office space* for the consideration and on the terms and conditions hereinafter appearing.

NOW THIS INDENTURE WITNESSETH that in pursuance of the said Agreement and in consideration of the said sum of Rs. 2,00,000 (Rupees two lakhs) only paid by the PURCHASER to the VENDOR as per the said Agreement the receipt whereof the VENDOR doth hereby admits and acknowledges and of and from the same and every part thereof acquits, releases, exonerates and discharges the PURCHASER as also the *said office space* intended to be transferred and/or assigned the VENDOR doth hereby grant transfer convey assign and assure unto and in favour of the PURCHASER ALL THAT the undivided half share of the office space No. 6 on the 2nd floor containing a super built up area of 500 sq. ft. be the same a little more or less situated lying at

.... more fully and particularly described in the Second Schedule hereunder written, hereinafter referred to as the *said office space* free from all encumbrances WHATSOEVER TOGETHER WITH all easements or quasi-easements or other stipulations or provisions for the beneficial use and enjoyment of the *said office space* as mentioned in the Third Schedule hereunder written TOGETHER WITH the right to use the common areas facilities and installations at the said Building, more fully described in the Fourth Schedule hereunder written, in common with the VENDORS as also the other owners and/or occupiers of other office spaces, shops, showrooms and other spaces of the said building for the purpose of uninterrupted ingress to and egress from the *said office space*.

OR HOWSOEVER OTHERWISE the *said office space* or any part thereof now are or is or heretofore were or was situated tenanted butted bounded called known numbered described as distinguished.

TO HAVE AND TO HOLD the *said office space* more fully described in the Second Schedule hereunder written together with all easements or quasi-easements or other stipulations or provisions for the beneficial use and enjoyment of the *said office space* as mentioned in the Third Schedule hereunder written AND TOGETHER WITH the right to use the common areas facilities and installations at the said building, more fully described in the Fourth Schedule hereunder written in common with the VENDOR and the owners and/or occupiers of the other spaces in the building excepting and reserving unto the vendor the easement or quasi-easement rights and privileges mentioned in the Fifth Schedule hereunder written AND FURTHER subject to the several restrictions mentioned in the Sixth Schedule hereunder written AND ALSO subject to the PURCHASER regularly and punctually paying proportionately the maintenance costs and other expenses as mentioned in the Seventh Schedule hereunder written.

THE VENDOR doth hereby covenant with the PURCHASER as follows:

(*a*) The interest in the *said office space* which the vendor does hereby profess to transfer subsists AND THAT the VENDOR has good rightful power and absolute authority to grant, convey, transfer, assign and assure the *said office space* in favour of the PURCHASER in the manner as aforesaid.

(*b*) It shall be lawful for the PURCHASER from time to time and at all times hereafter to enter into and upon and hold and enjoy the *said office space* AND ALSO to receive the rents issues and profits thereof without any interruption, disturbances, claims or demands from or by the VENDOR or any other person or persons claiming through or under or in trust for the VENDOR subject to the terms, conditions, covenants and restrictions as are herein contained.

(*c*) The *said office space* hereby transferred and conveyed are freed and discharged from and against all manner of encumbrances, charge, liens, trusts and attachments whatsoever save and except the terms, conditions, covenants and restrictions as are herein contained.

(*d*) The VENDOR shall from time to time and at all times hereafter at the requests and costs of the PURCHASER make do acknowledge execute and perfect all such further lawful and reasonable acts deeds matters and things whatsoever for further better and more perfectly assuring the *said office space* unto the PURCHASER in the manner aforesaid.

AND THE PURCHASER to the end and intent that his obligations covenants and restrictions herein contained, shall at all times hereafter run with the *said office space* hereby transferred, do hereby covenant with the VENDOR as follows:

(*a*) The PURCHASER so as to bind the owner and/or occupier for the time being of the said "office space" and so that this covenant shall be for the benefit of the said building as also the Owners and Occupiers of the different portions thereof hereby covenant with the vendor as also with the owners and/or occupiers of several other office spaces, showrooms and other spaces of the said building that the purchaser and all other persons deriving title under him will at all times hereafter observe the restrictions set forth in the Sixth Schedule hereunder written.

(*b*) The PURCHASER shall at all times hereafter regularly and punctually make payment of all Municipal taxes, Municipal surcharge, multi-storeyed building taxes and all other rates taxes, cess, imposition and outgoings whatsoever which may from time to time be imposed or become payable in respect of the *said office space*.

(*c*) The PURCHASER shall within six months from the date of execution of these presents apply for and get his name mutated as owner in respect of the *said office space* in the records of the Calcutta Municipal Corporation and shall also obtain separate assessment of the *said office space*.

(*d*) So long as the *said office space* is not separately assessed by the Calcutta Municipal authorities, the PURCHASER shall regularly and punctually pay the proportionate share of the assessed Municipal taxes, multi-storeyed building taxes and other outgoings, taxes, impositions whatsoever as may be assessed or found payable in respect of the *said office space*.

(*e*) The PURCHASER shall regularly and punctually contribute and pay month by month and every month the proportionate share of the costs expenses and outgoings including the maintenance and service charges as mentioned in the Seventh Schedule hereunder written. The apportionment of such costs and expenses shall be made by the VENDOR and the same shall be conclusive final and binding on the PURCHASER.

(*f*) The PURCHASER shall permit the VENDOR and its surveyors or agents with or without workmen and others at all reasonable times on prior appointment to enter into and upon the *said office space* for the purpose of repairing, making, reinstating, re-building, cleaning, lighting and keeping in order and good conditions, the sewers, drain-pipes, cables, water courses, wire structures or other conveniences belonging to or serving or used for the building and also for the purpose of laying down, maintaining, repairing, restoring, testing, drainage, gas, pipes, water pipes, electrical wires and cables and for such other similar purpose.

(*g*) The PURCHASER shall keep the *said office space* in good, substantial repair and condition so as to support and protect the other parts of the said building as they now enjoy.

(*h*) The PURCHASER shall at his own costs and expenses keep the *said office space* duly insured against fire and other risks and shall regularly and punctually pay premium in respect of such Insurance. In case of there being any damage to the said office space/said building due to fire or other accident, the amount of compensation as may be received and/or realised from the Insurance Company shall exclusively be utilised for the purpose of repairing of the *said office space* and the said building.

(*i*) The PURCHASER shall keep all sewers, drains, pipes, passages, stairs, main entrances, serving the said office space in good condition.

AND it is hereby mutually agreed by and between the VENDOR and the PURCHASER as follows:

(*a*) The parties hereto shall abide by the Agreement dated the 5th day of June 1999 with regard to the supply of electricity by the VENDOR from its own high-tension connection. The PURCHASER hereby agrees that in case of delay and/or default on the part of the PURCHASER in observing and performing the terms, conditions, stipulations and covenants contained in the said Agreement dated the 5th June 1999 and/or in case of delay and/or default in payment of electricity charges and other amounts by the PURCHASER to the VENDOR, then and in that event, the VENDOR shall be entitled to disconnect the electricity supply.

(*b*) The PURCHASER agrees to be a member of the Association or Syndicate or Company if any formed by the VENDOR for the administration and maintenance of the common areas and facilities at the said building and further agrees to sign and execute all papers, documents and applications, bye-laws, rules and regulations as may be necessary or required for formation and/or registration of such Association or Syndicate or Company and further agrees to be bound by the rules, regulations and bye-laws of such Association or Society or Company to be formed by the VENDOR as aforesaid. The purchaser also agrees that in case of default on the Part of the Purchaser, the VENDOR herein shall be entitled as Constituted Attorney on behalf of the PURCHASER to sign and execute all papers documents, applications, rules, regulations and bye-laws and this power and authority in favour of the VENDOR shall remain irrevocable and shall cease to have any effect immediately upon the formation of the proposed Association or Syndicate or Company.

(*c*) The PURCHASER shall render his best co-operation and assistance to the VENDOR in the formation of Association, Syndicate or Company for the maintenance and administration of the common areas and facilities as also the common service at the said building and also agrees with the rules regulations and bye-laws of such Syndicate or Association or Company as may be formed by the VENDOR in its absolute discretion shall be final and binding.

(*d*) The PURCHASER hereby agrees that the VENDOR herein shall at all times be entitled to erect and/or construct one or more floors or other structures on the roof or other vacant spaces of the said building and that such new floor or floors or other structures as may be erected by the VENDOR shall be entitled to all the existing sewers, drains, water connections as also to use and enjoy all common areas facilities described in the fourth schedule hereunder written, without any objection or obstruction by or at the instance of the PURCHASER or any person or party claiming under the PURCHASER. In this regard, the PURCHASER shall not be entitled to any compensation or damages whatsoever.

(*e*) The PURCHASER hereby agrees and confirms that nothing contained in these presents shall be construed to confer upon the PURCHASER any right title or interest of any kind whatsoever into and over the said premises and/or the land comprised therein and/or the said building except in respect of the *said office space* hereby transferred and conveyed subject to the terms, conditions, covenants, stipulations and restrictions as herein specifically stated.

The First Schedule above referred to

ALL THAT piece or parcel of land containing by measurement an area of 10 cottahs be the same a little more or less together with the building and structures whatsoever erected thereon situate lying at and being Municipal premises ..... in Holding No. ..... in Block ..... in the North Division of the town of Calcutta and in respect whereof the Government revenue is payable at the rate of Rs. 10 and butted and bounded in the manner as follows:

On the North	...	by ..... .
On the South	...	by Premises No. .....
On the East	...	by Premises No. .....
On the West	...	by Premises No. .....

The Second Schedule above referred to

ALL THAT undivided half share of an office space containing the super built up area of 500 sq. ft. be the same a little more or less being office space No. ..... situated on the 2nd floor of the said building at ..... The said super built up area has been calculated by adding to the carpet area, the areas of pillars, inner walls and space covered by the outer-walls thereof and also the proportionate area of the spaces covered by the staircase, landings, lift, and other common areas on the said floor.

The Third Schedule above referred to

(*a*) The PURCHASER shall be entitled to all rights, privileges, vertical and lateral supports, easements, quasi-easements and appurtenances whatsoever belonging or in any way appertaining to the said office space or therewith usually held used occupied or enjoyed or reputed or known as part or parcel thereof or appertaining thereto which are hereinafter more fully specified, excepting and reserving unto the VENDOR the rights of easements quasi-easements, privileges and appurtenances hereinafter more particularly set forth in the Fifth Schedule hereunder written.

(*b*) The rights of access in common with the VENDOR and the other occupiers of the building at all times and for all normal business purposes connected with the use and enjoyment of the staircases.

(*c*) The right of way in common as aforesaid at all times and for all purposes connected with the reasonable use and enjoyment of the *said office space* over and along with the pathways comprised in the said building, PROVIDED ALWAYS and it is hereby declared that nothing herein contained shall permit the PURCHASER or any person deriving title under the PURCHASER or the servants agents employees

and invitees of the PURCHASER to obstruct in any way by vehicles or deposit of materials, rubbish or otherwise the free passage of other person or persons including the vendor along such pathways as aforesaid.

(*d*) The right of protection of the SAID OFFICE SPACE by or from all parts of the building so far they now protect the same.

(*e*) The right of passage in common as aforesaid of Electricity, Telephone and Telex from and to the *said office space* through the cables already layed by the VENDOR for the said purpose and so far as may be reasonably necessary for the beneficial occupation of the said office space for all purposes whatsoever.

(*f*) The right with or without workmen and necessary materials for the PURCHASER to enter from time to time upon the other common parts of the said building for the purpose of repairing so far as may be necessary the Telephone and Telex wires, cables and conduits aforesaid.

The Fourth Schedule above referred to

The common areas and facilities mentioned in this Indenture shall include:

(*a*) The foundation columns, girders, beams supports, main walls, corridors, lobbies, stairs, stairways, lift pit in the basement, lift-well, lift machine room, entrance to and exits from the building and intended for common use.

(*b*) Installation of common services such as water, sewerage, etc.

(*c*) Lift, pump, motor, pipes, ducts and all apparatus and installations in the said building for common use.

(*d*) Toilets, water closets (w.c.) and urinals with all fittings and fixtures erected on all the floors of the said building.

The Fifth Schedule above referred to

The undermentioned rights easements and quasi-easements privileges and appurtenances are reserved exclusively for the VENDOR.

(*a*) The right in common with the PURCHASER and/or other person or persons entitled to the other part or parts of the building as aforesaid for the ownership of common part or parts of the building including its installations, staircases, open and covered spaces and other passages.

(*b*) The right of passage of electricity water and air and to any part other than the *said office space* or parts of the said building through pipes, drains, wires, conduits lying or being in under through or over the said office space so far as may be reasonably

necessary for the beneficial use and occupation of the other portion or portions of the building for all purposes whatsoever.

(*c*) The exclusive right to erect and/or construct one or more floors and other structures in or upon the roof and/or other vacant spaces of the said building and further to permit all such additional floors and other structures and/or the owners and/or occupiers thereof to use and enjoy the all supplies, facilities, services including the common areas, installations and the essential and public utility services now existing or as may hereafter be available at the said building.

(*d*) The right of protection for other portion or portions of the building by all parts of the said office space as far as they now protect become vested in the purchaser by means of structural alterations to the *said office space* or otherwise in any manner to lessen or diminish the support at present enjoyed by other part of parts of the said building.

(*e*) The right of the VENDOR in common with the PURCHASER and other owners or occupiers of different parts of the building for the purpose of ingress and egress to and from such any part or parts of the building, to use and enjoy the front entrance, staircase, electrical installations upon and covered space and other common passages or parts of the said building.

(*f*) The right of the VENDOR with or without workmen and necessary materials to enter from time to time upon the *said office space* for the purpose of repairing so far as may be necessary for such pipes, drains, wires and conduits as aforesaid PROVIDED ALWAYS the VENDOR and other person or persons shall give to the PURCHASER 48 hours prior notice in writing of their intention for such entry as aforesaid.

(*g*) The exclusive right to use, occupy, possess and enjoy as also to sell, transfer, convey or otherwise let out, lease out or dispose the roof and/or other vacant spaces of the said building and/or the new floor or floors as may be erected by the VENDOR on the roof of the building, without any objection or hindrance by or at the instance of the PURCHASER or any other person or party claiming under the PURCHASER. In case of construction of one or more floors or other structures over the roof of the said building by the VENDOR, the such new floor or floors or other structures, the owners and/or occupiers thereof shall be entitled to use and enjoy all rights and privileges described in the Third Schedule above-written and further be entitled to use and enjoy the common areas and facilities described in the Fourth Schedule above-written.

The Sixth Schedule above referred to

(*a*) Not to use the *said office space* for any purpose other than for the purpose for which it be constructed *e.g.* the office space shall not be used for any purpose whatsoever except as an office.

(*b*) Not to use the *said office space* or any portion thereof in such manner, which may or is likely to cause nuisance or annoyance to the occupiers of the other portions in the said building or to the owners or occupiers of the neighbouring properties nor shall use the same for any illegal or immoral purposes.

(*c*) Not to carry on or permit to be carried on upon the *said office space* or any part thereof, any offensive or unlawful business whatsoever nor to do or permit to be done anything in the *said office space* which may be illegal or forbidden under any law for the time being in force.

(*d*) Not to demolish or cause to be demolished or damaged *said office space* or any part thereof nor to make or cause to be made any additions or alterations of whatsoever nature at or upon the *said office space* or any part thereof.

(*e*) Not to do or cause or permit to be done any act, deed or thing which may render void or voidable any Insurance of any office or other spaces in any part of the said building or cause any increased premium to be payable in respect thereof.

(*f*) Not to do or cause or permit to be done any act, deed, matter or thing which may cause obstruction or hindrance in the erecting and/or making one or more floors or other structures in or upon the roof of and/or other vacant spaces of the said building.

(*g*) Not to put or affix or install any signboard or neon sign nor display any advertisement on the outer walls of the *said office space*.

(*h*) Not to decorate the exterior of the *said office space* otherwise than in the manner as may be agreed in writing with the VENDOR and that the PURCHASER shall maintain the decor of the exterior of the *said office space* in the same manner in which the same was decorated at the time of delivering possession of the same by the VENDOR to the PURCHASER.

(*i*) Not to throw or accumulate any dirt, filth or other refuse or permit the same to be thrown or accumulated in his *said office space* or in any portion of the building.

The Seventh Schedule above referred to

Costs, expenses and outgoings and obligations for which all purchasers are to contribute proportionately:

(*a*) The expenses of maintaining, repairing, re-decorating and renewing the main structure and in particular the drainage system, sewerage, rain water discharge arrangement, water supply system, supply of electricity to all common areas, mentioned in the Fourth Schedule hereto.

(*b*) The expenses of repairing, maintaining, white-washing and colour washing the main structure of the building including the exterior of the building and also the common area of the building described in the Fourth Schedule above-written.

(*c*) The costs of cleaning and lighting the entrance of the building, the passage and spaces around the building, lobby corridors, staircases, lift and other common areas.

(*d*) Costs of maintaining lift.

(*e*) Costs of decorating the exterior of the premises.

(*f*) Salary, wages, fees and remuneration of durwans, lift-man, sweepers, plumbers, electricians, caretakers or any other person whose appointment may be considered necessary for maintenance and protection of the said premises and administration and management of the affairs thereof.

(*g*) The Municipal taxes, commercial surcharges, multi-storeyed building taxes, urban land taxes, watertaxes and other rates and taxes whatsoever as may be found payable on account of the said building.

(*h*) All expenses of common services and in common with common areas and facilities.

(*i*) Such expenses as are necessary for or incidental to the maintenance and upkeeping of the premises and of the common areas facilities and amenities.

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

Signed, sealed and delivered by Mr. AD pursuant to Board Resolution of 2nd February 2000 of AB Co. P. Ltd.

For AB Co. P. Ltd.
Director

Signed, sealed and delivered by the PURCHASER above-named at Calcutta in the presence of:

Mr. XY
Signature

Received of and from the above-named PURCHASER the within mentioned sum as consideration as per the Memo of Consideration hereunder ... Rs. 2,00,000

MEMO OF CONSIDERATION

By A/c. Payee Cheques as well as cash from time to time paid by the purchaser to the vendor amounting to ... Rs. 2,00,000

Total ... Rs. 2,00,000

For AB Co. P. Ltd.
Sd/
Director

Deed of Sale

THIS INDENTURE MADE this 15th day of December 2000 BETWEEN X & Co., a Partnership Firm, having its Registered Office at .... represented by Mr. MN one of the Partners in his capacity as the "Partner" and a constituted Attorney of all the other Partners of the said Firm, hereinafter referred to as the VENDORS (which expression shall unless excluded by or there be something repugnant to the subject or context be deemed to mean and include the firm and its partners for the time being and each of their respective heirs, executors, administrators and legal representatives) of the one part and AB, son of CD by faith Hindu, by occupation business, residing at .... (hereinafter referred to as the PURCHASER, which expression shall unless excluded by or there be something repugnant to the subject or context be deemed to mean and include his heirs, executors, administrators, legal representatives and assigns) of the other part.

WHEREAS by a Deed of Conveyance dated 15th September 1966 registered with the Registrar of Assurance at Calcutta in Book No. 1, Volume No. 2, being No. 3 at pages 4 to 10 for the year 1966 the Vendors herein purchased from PQ and others all that Premises No. ..... comprising an area of 10 bighas and for the consideration money therein mentioned.

AND WHEREAS three of the Partners of the VENDORS herein namely, OP (since deceased), QR (since deceased) and MN by a Deed of Conveyance dated 18th January 1972 registered with Registrar of Assurances at Calcutta in Book No. 2, Volume No. 3, at pages 4 to 10, being No. 11 for the year 1972

purchased from XY and ANOTHER ALL THAT piece and parcel of land being Premises No. ..... containing an area of 3 bighas for the consideration money therein mentioned.

AND WHEREAS the total consideration money for the said property purchased by the Late OP, Late QR and MN was paid out of the till of the partnership firm namely the Vendors and the said Premises was treated as part of the assets of Vendors Firm and the VENDORS had all along been and still are in possession of the same as Owners thereof.

AND WHEREAS by a Deed of Declaration dated 7th February 1993 duly registered with the Registrar of Assurances at Calcutta in Book No. 3, Volume 4, being No. 5, pages 15 to 20 for the year 1993 by the heirs and legal representatives of the Late OP declared and confirmed that the said property belonged to the VENDORS.

AND WHEREAS by a Deed of Declaration dated 5th day of February 1993 duly registered with the Registrar of Assurances at Calcutta in Book No. 3, Volume 4, being No. 5, pages 21 to 30 for the year 1993 the heirs of the late A. Das declared and confirmed that the said property exclusively belonged to the VENDORS.

AND WHEREAS by a Deed of Declaration dated 5th March 1993 duly registered by MN with the Sub-Registrar of Assurances at Alipore in the State of West Bengal, in Book No. 5, Volume 13, being No. 14, pages 10 to 15 for the year 1993 it was declared and confirmed that the said property exclusively belonged to the VENDORS.

AND WHEREAS by virtue of the said two separate Deeds of Conveyance dated 15th September 1966 and 18th January 1972 and the said three Deeds of Declaration the VENDORS herein became the sole and absolute owners of ALL THAT the portion of the premises No. ..... of ....., now known as ..... and the portion of the premises No. ..... now known as ..... containing a total area of land measuring 13 bighas be the same a little more or less together with buildings and structures standing thereon and more fully described and set out in Parts I, II and III of the First Schedule hereunder.

AND WHEREAS after the purchase of the said land the VENDORS herein had constructed several Sheds, Godowns, Offices, Buildings, Staff Quarters and other essential parts for running of their factory smoothly with prior permission of the authorities concerned.

AND WHEREAS by an Order dated 5th December 1992 made by a competent authority under the Urban Land (Ceiling and Regulations) Act 1976, it was

recorded that the said Premises No. ..... and No. ..... of ..... have no excess vacant land.

AND WHEREAS the Partners of the Vendors Firm decided and framed a scheme amalgamating the said two premises for development and laid the necessary roads and passages for ingress in and egress out of the said plots as shown in the MASTER PLAN kept in the office of the VENDORS and to sell the said plots to the Buyers. The said amalgamated premises is hereinafter referred to as the SAID PREMISES.

AND WHEREAS (1) MN, (2) EF (3) GH and (4) JK are the present partners of the Vendors Firm.

AND WHEREAS by a Power of Attorney dated 14th December 1992 all the Partners of the Vendors Firm have jointly authorised MN one of the Partners to sign and execute and register the Conveyance and/or the Conveyances in favour of the PURCHASER and/or the PURCHASERS of the plot of land with or without structures and to receive consideration money.

AND WHEREAS the PURCHASER had offered to purchase 4 cottahs of land with structures standing thereon being a portion of Premises No. ..... and ..... being Plot No. E5 and shown with Red Borders in the Master Plan free from all encumbrances whatsoever and for the sake of brevity the said Plot No. E4 with the land and structures standing thereon is hereinafter referred to as the *demised premises.*

AND WHEREAS the VENDORS have accepted the offer made by the PURCHASER and agreed to sell the same to the PURCHASER.

AND WHEREAS the PURCHASER had inspected the original Title Deeds and documents in respect of the properties a list whereof are set out in the fourth Schedule hereunder written and fully satisfied about the Title of the demised premises and agreed not to raise any objection or question on the title or dispute the same in future and also inspected the Master Plan of the entire land and satisfied about the said plot, and common passages and roads for ingress in and egress out of the said plot which is more fully set out and described in the Third Schedule hereunder written.

AND WHEREAS the VENDORS have obtained the Clearance Certificate under section 230A of the Income Tax Act 1961 and the purchaser has taken inspection thereof.

AND WHEREAS the PURCHASER agreed to purchase and the VENDORS agreed to sell the said plot No. E5 with land and the structures standing thereon for a sum of Rs. 2,50,000 (Rupees two lakhs fifty thousand only) towards payment of the agreed consideration money.

AND WHEREAS a Master Plan prepared by the VENDORS is annexed hereto showing the said land with structures standing thereon and shown with red borders and the common areas and passages and roads to be used in common by the PURCHASER with the VENDORS and *other owners of the other plots* in respect of the use and occupation of the said plot of land with structures standing thereon and more fully described and mentioned in the Second Schedule hereunder written, and the said common areas and common passages are more fully set out and described in the Third Schedule hereunder written and shown with green and yellow colours on Master Plan annexed hereto.

AND WHEREAS the PURCHASER has now requested the VENDORS to complete the sale by executing and registering the Sale Deed in respect of the said plot of land with the building and structures standing thereon against payment of the full consideration money and agrees to observe and perform and comply with the obligations which are set out in the Fifth Schedule hereunder written.

NOW THIS INDENTURE WITNESSETH that in consideration of the agreement arrived at between the VENDORS and the PURCHASER and in consideration of the payment of a sum of Rs. 2,50,000 (Rupees two lakhs fifty thousand only) by the PURCHASER to the VENDORS being the full agreed consideration money (receipt whereof the VENDORS do hereby admit and acknowledge and of and from the same and every part thereof do hereby acquit, release and discharge the same and every part thereof and the said plot of land with structures standing thereon being demarcated portion of the said Premises No. ..... and ..... containing an area of 4 cottahs intended to be conveyed herein as also the PURCHASER) they the VENDORS do hereby grant, transfer, sell, convey, assign and assure unto the purchaser all that the 4 cottahs of land with the pucca structures standing thereon being the demarcated portion of the premises Nos. ..... and ..... comprised in the plot No. E5 and shown within the "red" borders in the Master Plan more fully set out and described in the Second Schedule hereunder written and for the sake of brevity hereinafter referred to as the said land and/or the demised premises TO HAVE AND TO HOLD the same and every part thereof and the inheritance thereof in fee simple in possession unto and to the use of the PURCHASER absolutely and for ever together with all structures whatsoever belonging thereto or held and enjoyed therewith and all the estate, right, title, interest, claim and demand whatsoever of the VENDORS into and upon or in respect of the said portion of plot of land hereditaments AND PREMISES AND EVERY PART THEREOF AND XEROX COPIES OF ALL deeds pattahs writings muniments and evidences of title relating thereto or any part thereof which now are or may hereafter be in possession or custody of the VENDORS or any person or persons

from whom the VENDORS may procure the same without any action either at law or in equity AND THAT NOTWITHSTANDING any act deed or thing done by the VENDORS or any of its predecessors in title to the contrary the VENDORS have good right full power and absolute authority to grant, convey, confer or transfer the said land hereditaments and premises unto the Purchaser in the manner aforesaid AND THAT the PURCHASER shall and may at all times hereafter peaceably and quietly possess and enjoy the same and every part thereof without any lawful eviction interruption claim or demand whatsoever from or by the VENDORS or through any person or persons having or lawfully claiming from under or in trust for the VENDORS or any of its predecessors in title AND THAT free from all encumbrances made or suffered by the VENDORS or any of its predecessors in title or any person having or lawfully claiming as aforesaid AND FURTHER THAT they the VENDORS and all persons having or lawfully claiming any estate or interest in the said land hereditaments and premises or any part thereof from under or in trust for the VENDORS shall and will at all times hereafter at the request and cost of the PURCHASER do and execute or cause to be done and executed all such acts deeds and things whatsoever for further better and more perfectly assuring the said land hereditaments and premises and every part thereof unto the PURCHASER as may be reasonably required AND ALSO THAT the VENDORS shall and will at all times hereafter at the request and cost of the PURCHASER produce to him or as he shall direct the deeds and writings specified in the Fourth Schedule hereunder written for evidencing the title to the said land hereditaments and premises and also furnish to the PURCHASER copies of or extracts from the said deeds and writings and shall and will in the meanwhile keep the same safe, unobliterated, damage by fire or other inevitable accident excepted AND THAT the VENDORS shall have exclusive right of ownership of all other areas which belong to them and shown on the Master Plan annexed hereto and which is comprised in the said Premises being No. ..... and ..... with full liberty to the Vendors to sell the other plot or plots shown on the *Master Plan* to any person or persons AND THAT the PURCHASER shall have no right of ownership over and in respect of any other plot or plots or other areas of land comprised in the said premises AND FURTHER THAT the VENDORS hereby covenant with the PURCHASER that the PURCHASER shall for ingress in and egress out of the said land have the right of use of the common passage/roads/facilities set out and described in the Third Schedule hereunder written and shown within Green and Yellow colours on the Master Plan annexed hereto without in any way obstructing the VENDORS or any other person or persons who may be PURCHASER or PURCHASERS or occupiers of other plots or areas and their employees agents and visitors nor the PURCHASER will cause any obstruction thereon by storing any materials and/or by construction of any permanent or temporary structure in whatsoever manner thereon or on any part thereof and/or by

parking any vehicles, carts, etc. in the said common roads/passages/areas AND the PURCHASER hereby agrees undertakes and covenants with the VENDORS to become a Member of the Society or Association to be formed by the VENDORS at the cost of the PURCHASER and buyers of other plots for the purpose of maintenance of the common passages and roads and electric posts, lights on the passage, transformers, water pump, common toilets or any other purpose AND the PURCHASER hereby agrees and covenants that he will abide by and observe the terms and conditions rules and regulations of such Society or Association to be so formed by the VENDORS and pay to the VENDORS the maintenance charges, electricity charges and/or any other charges as will be fixed from time to time by the VENDORS so long the Society or the Association is not formed for the purpose of utilising common facilities, electricity etc. without raising any objection whatsoever and in default of payment of any one monthly Bill for the same the VENDORS shall have the full and absolute right to disconnect and discontinue any such facilities/ electric connection till the amount of Bill is not paid AND the PURCHASER further agrees and covenants with the VENDORS that so long the Municipal rates and taxes and other levies are not being assessed separately by the authority concerned in respect of the said land and premises the PURCHASER will pay the proportionate rates, taxes charges and all outgoings as will be fixed by the VENDORS without raising any objection whatsoever and in default of payment of any two monthly Bills within seven days from the date of the Bill the VENDORS shall have the unfettered right to disconnect and discontinue the facilities which have been agreed to be given by the VENDORS to the PURCHASER without giving any further Notice to the PURCHASER and the PURCHASER covenants and agrees to observe perform and comply with the terms and conditions set out and mentioned in various clauses of the Fifth Schedule hereunder written AND THAT the VENDORS shall and will at all times hereafter at the request and costs of the PURCHASER produce to him or as he shall direct the deeds and writings specified in the Fourth Schedule hereunder written for evidencing the title to the said Land hereditaments and premises and also furnish to the PURCHASER copies of or extracts from the said deeds and writings and shall and will in the meanwhile keep the same safe, damage by fire or other accident excepted.

The First Schedule above referred to

Part I

ALL THOSE pieces or parcels of lands hereditaments and premises No. ..... (formerly known as .... and prior thereto known as ..... of .....) containing by measurement an area of 10 bighas be the same a little or less situate and lying in Mouza Malipanchghora

within Police Station Bally and the District Howrah under Khatian and Dag. Nos. as follows:

Sl. No.	Dag No.	Khatian No.	Touzi No.	J.L. No.	K.S. No.	Area in acre
1.	54	53	77	15	1985	35
2.	55	70	82	15	1985	37
3.	56	93	...	...	...	380
4.	57	93	...	...	...	100
5.	58	40	82	15	1985	200
6.	59	40	20	15	1985	583
7.	60	70	39	15	1985	770
8.	61	13	87	15	1985	100

(Hooghly)

and butted and bounded as follows:

On the North by Vendors' Boundary Wall
On the East by Vendors' Boundary Wall
On the South by Vendors' Boundary Wall
On the West by Vendors' Boundary Wall

MOREFULLY delineated and shown in the Map or Plan annexed with the part recited Deed of Conveyance dated 15th day of September 1966.

Part II

ALL THAT piece or parcel of land and hereditaments TOGETHER WITH the structures and sheds standing thereon measuring an area of 2 bighas be the same a little more or less, being premises No. ..... of ..... an delineated and shown in the Map and Plan annexed hereto and registered on 15th day of January 1972 between X and Y and butted and bounded on the North by the land of M; on the East by passage; on the South by remaining portion of premises No. 5 G.T. Road and on the West by Roy Street. The property is recorded on the Settlement Record comprised in Touza No. 398 (Hooghly) Parganas Khalore Bora and Dharsu and Khatian Nos. 203, 358 and 175 jointly with LN and others.

Part III

ALL THAT piece or parcel of land and hereditaments TOGETHER WITH building, dwelling quarters, staff quarters, security office shed and structure standing thereon containing an area of 1 bigha and now amalgamated and aggregated to the total area of 13 bighas be the same a little more or less and now known as Municipal Holding

No. ..... , Khatian No. ..... , J.L. No ..... Dag No. ....., a Total rent of Rs. ..... (Rupees .....) only is at present payable to the State of West Bengal in respect of the said entire property, butted and bounded in the manner following:

On the North by Vendors' Boundary Wall

On the South by Vendors' Boundary Wall

On the East by Vendors' Boundary Wall

On the West by Vendors' Boundary Wall

OR HOWSOEVER the same was/is or may be butted and bounded called known numbered described and distinguished.

The Second Schedule above referred to

ALL THAT the piece and parcel of land measuring 4 cottahs be the same a little more or less TOGETHER WITH the structures and shed standing thereon being the demarcated portions of Premises No. ..... and ..... of ..... being Plot No. E5 and shown in the *Master Plan* annexed hereto within ..... butted and bounded in the manner following that is to say:

On the North by Plot No. E7

On the South partly by plot No. D5

On the East by Municipal drain; and

On the West by Common Road

and is delineated on the *Master Plan* annexed hereto and thereon bordered "Red" and the common passage and Roads coloured Yellow.

The Third Schedule above referred to

Common Passage as shown in the Map or Plan annexed hereto and thereon coloured Yellow.

Common area as shown in the Map or Plan annexed hereto and thereon coloured Green such as Transformer Room, Power House, Toilets, Security Office Room, Pump House, Association Office Room, Main Gates.

The Fourth Schedule above referred to

(1) Bengali Deed of Sale dated 10th June 1931 made between K and L.

(2) Bengali Deed of Sale dated 10th July 1945 made between M and N.

(3) Deed of Conveyance dated 15th September 1966 between O and P.

(4) Certified copy of the Partition Decree dated 25th June 1937 made in the High Court at Calcutta in Suit No. 1010 of 1943. (P-vs-Q)

(5) Deed of Conveyance dated 18th January 1972 between R and S registered with the Registrar of Assurances at Calcutta in Book No. 2, Volume No. 3, pages 100 to 108 being No. 4 for the year 1972.

(6) Deed of Declaration dated 7th February 1993 between T and U registered with the Registrar of Assurances at Calcutta in Book No. 3, Volume No. 4 being No. 5 for the year 1993.

(7) Deed of Declaration dated 5th day of February 1997 by V registered with the Registrar of Assurances at Calcutta in Book No. 3, Volume No. 4 being No. 5 for the year 1993.

(8) Deed of Declaration dated 5th March 1993 by W registered with the Sub-Registrar of Assurances at Alipore, District 24-Parganas in Book No. 5, Volume No. 13 being No. 14, pages 10 to 15 for the year 1993.

(9)(*i*) Deed of Partnership dated 3rd January 1997 between MN and EF.

(*ii*) Deed of Partnership dated 30th April 1997 between MN, EF and OP.

(*iii*) Deed of Partnership dated 10th June 1998 between MN, EF, OP and JK.

(*iv*) Deed of Partnership dated 15th May 1999 between MN, EF, UV and JK.

(10) General Power of Attorney by all the partners in favour of MN dated 15th June 1999.

The Fifth Schedule above referred to

(1) The rates, taxes and all other outgoings of whatsoever nature due and payable in respect of the said plot of land shall be borne and paid by the VENDORS upto the date of sale or delivery of possession whichever is earlier and thereafter the PURCHASER shall be taken to pay all rates, taxes and impositions and all other outgoings of whatsoever nature in respect of the said plot of land to the VENDORS.

(2) That the PURCHASER will pay the proportionate share of all Municipal rates and taxes, duties and levies to the VENDORS for his plot of land till the said plot is separately assessed and mutated in the name of the PURCHASER. The PURCHASER will upon registration of these presents apply for mutation of his name to the appropriate authorities.

(3) The PURCHASER may be allowed by the VENDORS to consume electricity energy out of the Vendor's Transformer to such extent as may be decided by the VENDORS for which the separate sub-meters will be installed by the VENDORS or by their authorised contractor at the cost of the PURCHASER.

(4) That the PURCHASER may be allowed to take the electric connection from the Vendors' Electric Transformer and shall erect, instal the said electric line only from the Junction Box as may be instructed permitted by the VENDORS either through authorised electrical contractor or directly and shall pay and shall bear all costs expenses installation charges of the same subject to regular payment for consumption of electricity. The PURCHASER shall have the right to take electric connection directly from the CESC. Ltd. and in that event connections taken from the Vendors Transformer shall be disconnected.

(5) The Electric Bill will be made for consumption of electricity on the electricity consumed as per sub-meter reading at the current rates charged by the C.E.S.C. Ltd. plus 5% of actual proportionate surcharge on account of leakage and loss of energy during transmission and supply from the Vendors' Transformer to the PURCHASER.

(6) That the PURCHASER will pay electricity charges within 7 days from the date of each English Calendar month and will obtain the Bill and in default of the payment of the same VENDORS shall have the full and absolute right to disconnect the electric line of the premises or plot of the PURCHASER without giving any further notice.

(7) That the PURCHASER will be liable to pay the proportionate maintenance charges, Municipal rates, taxes, Land revenues and other levies in respect of his plot and in respect of the common passages, roads and areas, to the VENDORS or to the authorised agents of the VENDORS or to the Society/Association as and when formed by the VENDORS. The PURCHASER agrees to become the Member of the Society or Association to whom the VENDORS may entrust the observance and performance of the various matters and items mentioned and set out in the Third Schedule hereinabove written in this Deed.

(8) That the proportionate Municipal rates and taxes of the Common Passages/Common Areas shall be borne by and paid by the Purchaser in respect of the said Plot as will be fixed by the Vendors or the Association/ Society from time to time.

(9) That the PURCHASER will pay such proportionate maintenance charges as will be fixed from time to time by the Vendors or Association formed by the VENDORS for providing expenses for common lights, salaries of watch and Ward Staff, Clerks, Accountants, Bill Collectors, Electrical Mechanics, and/or Engineers, Contractors, Plumbers, etc. the repairing and overhauling or replacement charges for the passages, water pumps, electric cables, transformers etc. and as also proportionate rates and taxes, Land Revenues of the demised Premises and in default of such payment of any monthly Bill raised by the VENDORS upon the Purchaser herein the PURCHASER shall be liable to pay an interest @ 24% p.a. to the VENDORS for such delayed payment.

(10) That the PURCHASER will keep a sum of Rs. 500 per cottah or portion thereof as interest free Security Deposit with the VENDORS for due payment of Services and Maintenance charges/proportionate taxes, duties, land revenues etc. interest free Security Deposit for due payment of electric charges shall be made at the rate of Rs. 1,000 per Horse Power.

(11) That the PURCHASER shall not put any obstruction to the use of the common passages and roads coloured green and common areas coloured green in the Map or Plan prepared by the VENDORS nor will store any materials on the same nor will allow any vehicles to be parked nor will be entitled to raise any structure and/or any projection whether permanent or temporary on or over the said common passages, roads and areas nor will at any time obstruct the use of the said common passages, roads and areas by the other lawful occupiers or by the VENDORS, their servants, customers, employees and invitees.

(12) That the PURCHASER may take drinking water at his/her own cost from the available water facilities and shall be entitled to sink his own tube-well in his own plot or take direct connection from the Municipality at his/her own costs, charges and expenses.

(13) That the PURCHASER shall not use the Plot purchased by him/her for doing any illegal trade or business or activity nor will commit any nuisance or cause any annoyance nor will keep or store any explosive/ hazardous articles or combustible articles except those required in usual course of business and if any licence is required it will be taken by the PURCHASER.

(14) That the PURCHASER will not have any right in respect of any other areas in the said property or in respect of any other plots made out by the VENDORS and as are shown in the Master Plan and hereby gives up his/her right, if any, to claim any right of pre-emption in respect thereof.

(15) That the PURCHASER and other lawful occupiers of the said land by prior written permission of the VENDORS shall be entitled to have right of laying down underground water pipe line, sewerage lines, electric and own costs and expenses to restore the surface of the said common passage in its original state and condition immediately without disturbing the right of use of the same by the other lawful occupiers, VENDORS and owners of other plots in the said premises.

(16) That the PURCHASER shall not disturb the boundary wall shown in the Master Plan by opening any door, entrance or window or by reducing the length or width thereof or otherwise.

IN WITNESS WHEREOF the VENDORS and the PURCHASER hereto have executed these Presents on the day, month and year first above-written.

Signed and delivered by the X & Co. the VENDORS through the Authorised Partner at Calcutta in the presence of:

MN and
Partner of X & Co.

Signed and accepted and CONFIRMED by the PURCHASER at Calcutta in the presence of:

AB

RECEIVED of and from the within-named PURCHASER the within-mentioned sum of Rupees two lakhs fifty thousand only being the consideration money in full payable under these presents as per memo written hereinbelow:

MEMO OF CONSIDERATION

By Cheque No. 366931 dated 15th December 1999 Rs. 2,50,000 on Our Bank Ltd., Calcutta

WITNESSES:

MN for X & Co.
Signature

Agreement to Sell

(Involving Life-interest)

THIS AGREEMENT made this 5th day of September One Thousand Nine Hundred Ninety Nine BETWEEN Sri GS son of Late PS by faith Hindu, by occupation Service, residing at 15, Anna Salai, Chennai 600 001 and Smt. LS wife of Late BS, by faith Hindu, by occupation housewife, residing at 15 Anna Salai, Chennai 600 001 (hereinafter referred to as the VENDORS which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their heirs, executors, administrators, legal representatives and assigns) represented by their Constituted Attorney Sri RS son of Late M.S residing at 7A, India Exchange Place, Calcutta 700 001 of the one part and Sri PD son of Sri KD by faith Hindu, by occupation service, residing at BC 164, Salt Lake, Calcutta 700 064 hereinafter referred to as the PURCHASER (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his heirs, executors, administrators, legal representatives and assigns) of the other part:

WHEREAS:

1. Sri GS is the owner of premises No. ..... of ..... subject to life-interest of Smt. LS.

2. The said Smt. LS released her life-interest in favour of Sri GS but such release was not registered.

3. The VENDORS are now absolutely seized and possessed of or otherwise well and sufficiently entitled to ALL THAT the entire first floor measuring an area of 600 square feet be the same a little more or less together with the exclusive right to enjoy the roof of premises No. ..... of ..... having undivided proportionate share or interest in the land of the said premises which contains a total area of 2 cottahs be the same a little more or less whereupon one old two-storeyed brick built building is situated more fully and particularly described in the Schedule hereunder written (hereinafter referred to as the said PROPERTY) and delineated in the Map or Plan annexed hereto and bordered RED thereon free from all encumbrances charges, liens, *lis pendens* whatsoever or howsoever nature.

4. The VENDORS have agreed to sell and the PURCHASER has agreed to purchase the said property at or for the price of Rs. ..... (Rupees .....) only free from all encumbrances (hereinafter referred to as the said PROPERTY) on the terms and conditions hereinafter appearing.

NOW THIS AGREEMENT WITNESSETH as follows:

A. The VENDORS hereby represent and assure the PURCHASER as follows:

(*a*) That the VENDORS are absolutely seized and possessed of or otherwise well and sufficiently entitled to ALL THAT the said property free from all encumbrances, charges, liens, lispendens, whatsoever or howsoever nature and have a good marketable title in respect of the said property more fully and particularly described in the Schedule hereunder written.

(*b*) That there is no legal or equitable bar or impediment on the part of the VENDORS to enter into this Agreement with the PURCHASER.

(*c*) That the VENDORS have not entered into any other Agreement for sale, development, to let out, lease out etc. in respect of the aforesaid property with any Third Party prior to entering into this Agreement.

(*d*) That there is no outstanding dues in respect of the said property to the Calcutta Municipal Corporation or to any other Authority.

(*e*) That no notice has been served on the VENDORS by the Calcutta Municipal Corporation on account of non-payment of tax and no proceedings are pending on account of the same.

(*f*) That no notice has been served upon the VENDORS by the Department of the Income-tax in regard to the said property.

(*g*) That the VENDORS have already sold the entire ground floor together with the proportionate share or interest in the land of

the said premises to one KPS by an Indenture of Conveyance dated the ..... .

B. Relying on the aforesaid representations and assurances on the part of the VENDORS the PURCHASER has agreed to enter into this Agreement for purchase of the said property from the VENDORS on the terms and conditions hereinafter appearing:

(1) The PURCHASER shall pay to the VENDORS a sum of Rs. 10,000 out of Rs. ..... as Earnest Money and/or part-payment of the total consideration money and the balance shall be paid by the PURCHASER to the VENDORS on or before the execution and Registration of the Deed of Conveyance or Conveyances either in favour of the PURCHASER or his nominee or nominees.

(2) That the VENDORS shall arrange for inspection of all the relevant and material documents of title relating to the said property for the purpose of investigation of title.

(3) That one of the VENDORS Smt. LS must be present before the registration office personally and shall sign in the Deed of Conveyance for conveying the said property.

(4) That the VENDORS shall make out a good and marketable title in respect of the said property and make the same free from all encumbrances, pre-emption rights, whatsoever.

(5) That the VENDORS shall answer all requisition on title that might be delivered to the VENDORS by the PURCHASER and/or his Advocate.

(6) The sale and purchase shall be completed within 6 months from the date of delivery of peaceful vacant khas possession of the said property by the VENDORS to the PURCHASER.

(7) The VENDORS shall execute and register the Deed of Conveyance in favour of the PURCHASER or his nominee or nominees against the payment of balance of consideration money. The Stamp Duty and registration cost and other incidental costs thereto shall be borne and paid by the PURCHASER.

(8) If the PURCHASER fails or neglects to complete the transaction in the manner and within the time aforesaid on payment of the balance of the consideration money then the VENDORS shall be entitled to either forfeit the said sum of Rs. 10,000 which has been paid by the PURCHASER to the VENDORS as earnest money and the PURCHASER should vacate the property or the VENDORS may sue the PURCHASER for specific performance of contract as per terms of this agreement.

(9) The VENDORS shall pay all arrears of Municipal taxes and other outgoings charges in respect of the said property before the execution of the Deed of Conveyance in favour of the PURCHASER or his nominee or nominees.

(10) Upon making out a good and marketable title and readiness of the PURCHASER to complete the transaction on payment of the balance of the consideration money if the VENDORS fail to complete the transaction in the manner aforesaid the PURCHASER shall be entitled to get back the entire earnest money with interest at 22% per annum and to sue the VENDORS for specific performance of contract and get the deal completed with compensation which is pre-estimated at Rs. 50,000.

(11) The VENDORS have further agreed and covenanted with the PURCHASER as follows:

(*a*) That during the continuance of this Agreement not to sell, transfer, let, further encumber or otherwise part with possession of the said property or any part thereof.

(*b*) Not to induct any person either as a tenant or otherwise into the said property or any part thereof.

(*c*) To pay and discharge all municipal rates and other taxes, levies, impositions and other outgoings payable in respect of the said property upto the date of execution of these presents.

(*d*) To cause all necessary parties to join in the Deed of Conveyance at their own cost.

(*e*) The VENDORS shall obtain the Income-tax clearance certificate under s. 230A of the Income-tax Act 1961 for transferring the said property at the costs of the VENDORS, if required.

Schedule

ALL THAT the entire first floor measuring super built up area of 600 sq. feet be the same a little more or less together with roof on the first floor along with the undivided proportionate share or interest in the land of the said premises which contains an area of 2 cottahs be the same a little more or less whereupon one old two-storeyed brick built building standing thereon or on part thereof situate lying at and being Premises No. ..... within the limits of the..... and butted and bounded as follows:

On the North:

On the South:

On the East:

On the West:

A Map or Plan annexed hereto and bordered RED thereon.

IN WITNESS WHEREOF the Parties hereto hereunto set and subscribe their respective hands and seals on the day, month and year first above-written.

Signed, sealed and delivered by the VENDOR GS at Chennai in the presence of:

1. .....
2. .....

Signed, sealed and delivered by the VENDOR Smt. LS at Calcutta in the presence of:

1. .....
2. .....

Signed, sealed and delivered by the Sri RS Attorney of the VENDOR at Calcutta in the presence of:

1. .....
2. .....

Signed, sealed and delivered by the PURCHASER Sri PD at Calcutta in the presence of:

1. .....
2. .....

Received of and from the within-named Purchaser the within mentioned sum of Rs. 10,000 (Rupees ten thousand only) being the Earnest Money or part-payment of the consideration Money as per Memo below:

MEMO OF CONSIDERATION

By A/c. Payee cheque No..... dated ..... Drawn on X Bank Ltd., Calcutta Branch in favour of the Vendors ... ... Rs. 10,000

(Rupees Ten thousand only)

1. Received
2. Signatures

WITNESSES:

GS
LS