



quintessentially kolkata, essentially north

## Agreement for Sale



INSPIRING CREATIONS

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RUPEES

Rs.10

INDIA NON JUDICIAL

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**THIS AGREEMENT** made this 21<sup>st</sup> day of January, Two Thousand Fifteen. **BETWEEN LOKA PROPERTIES PRIVATE LIMITED**, a company incorporated under the Companies Act, 1956 having its registered office at premises No. 2B, Grant Lane, Room No.201, 2<sup>nd</sup> Floor, Kolkata-700 012, (PAN No. AAACL9339G) hereinafter referred to as the **VENDOR** (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successor or successors-in-interest and assigns) of the **FIRST PART**, **PATCORP CONSTRUCTIONS PRIVATE LIMITED**, a company incorporated under the Companies Act, 1956 having its registered office at premises No.207, Acharya Jagadish Chandra Bose Road, Kolkata- 700 017, (PAN No. AADCP2007J) hereinafter referred to as the **DEVELOPER** (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successor or successors-in-interest and assigns) of the **SECOND PART**



Sangita Patodia



Udita Tibrewal

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(Pranam Chandra Tibrewal)

**AND MRS. UDITA TIBREWAL** Wife Mr. Poonam Chandra Tibrewal having **PAN No. ADIPT9219P** **AND MR. POONAM CHANDRA TIBREWAL** Son of Mr. Kishori Lal Tibrewal having **PAN No. AAGHP9359D** both residing at premises no. 10, Girish Ghosh Lane, Ghushuri, Howrah - 711 107 hereinafter referred to as the **PURCHASERS** of the **THIRD PART** :

**WHEREAS :**

A) By a final decree dated the 16<sup>th</sup> day of May, 1904 passed in Partition & Administration Suit No. 49 of 1904 (Maharaj Kumar Gopendra Krishna Deb Bahadur & Ors. -Versus- Maharani Chandramoni & Ors.) by the Learned 2<sup>nd</sup> Sub-Judge, 24-Parganas at Alipore, Kumar Sailendra Krishna Deb Bahadur, was absolutely and, to the exclusion of others allotted All That the land and hereditament at the then premises No. 79, Cornwallis Street in the town of the then Calcutta.

B) The said premises No. 79, Cornwallis Street, Calcutta was subsequently numbered as premises No. 76/1, Cornwallis Street, Calcutta by the then Corporation of Calcutta and, thereafter, numbered as premises Nos. 76/1A, 76/1B and 76/1C, Cornwallis Street (now known as Bidhan Sarani), the then Calcutta.

C) The said Kumar Sailendra Krishna Deb Bahadur, who during his lifetime was a Hindu governed by the Dayabhaga School of Hindu Law, died intestate on the 6<sup>th</sup> day of February, 1937, leaving him surviving his only son- Kumar Arabinda Krishna Deb Bahadur, as his only heir and legal representative, who, upon his death became entitled to amongst others All That the two-storied brick-built, messuage, hereditament, dwelling and entertainment house and sheds known as Rangmahal Together With the land thereunto belong containing an area of 1 Bigha, 1 Cottah, 12 Chittacks, 7 Sq. ft. be the same a little more or less whereupon or on the part whereof the same is erected and/or built situate lying at and being premises No. 76/1B, Cornwallis Street (now Bidhan Sarani), the then Calcutta (hereinafter referred to as the said **First Property**) absolutely and forever.

D) The said Kumar Arabinda Krishna Deb Bahadur, who was also a Hindu, governed by the Dayabhaga School of Hindu Law, died intestate on 24<sup>th</sup> day of September, 1953, leaving him surviving his only son- Kumar Ajayendra Krishna Deb Bahadur, as his only heir and legal representative, who, upon his death became entitled to the said First Property absolutely and forever.

E) By a Deed of Lease dated the 11<sup>th</sup> day of January, 1963 made between the said Kumar Ajayendra Krishna Deb Bahadur, therein referred to as the Lessor of the One Part and Mohtshan Ali & Ors., therein jointly referred to as the Lessees of the Other Part and registered with the Sub-Registrar of Assurances, Calcutta in Book No. 1, Volume No. 32, Pages 1 to 15, Being No. 222 for the year 1963 (hereinafter referred to as the said lease), the said Kumar Ajayendra Krishna Deb Bahadur for the rent thereby reserved and on the terms, conditions and covenants therein contained, granted a lease unto and in favour of the said Mohtshan Ali & Ors. in respect of the said First Property for a term of thirty years commencing from the 1<sup>st</sup> day of January, 1963.

F) By an Indenture dated the 12<sup>th</sup> day of May, 1987 made between the said Kumar Ajayendra Krishna Deb Bahadur, therein referred to as the Vendor of the One Part and Monohar Kumar Kankaria and Sm. Sashi Kankaria, therein jointly referred to as the Purchasers of the Other Part and registered with the Sub-Registrar of Assurances, Calcutta in Book No. 1,



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Volume No. 39, Pages 427 to 442, Being No. 4398 for the year 1987, the said Kumar Ajayendra Krishna Deb Bahadur, for the consideration therein mentioned granted, transferred, conveyed, assigned and assured unto and in favour of the said Monohar Kumar Kankaria and Sashi Kankaria All That the said First Property subject to the said lease.

G) The said lease expired by efflux of time on the 31<sup>st</sup> day of December, 1993.

H) The said Monohar Kumar Kankaria and Sashi Kankaria instituted a suit for recovery of possession being Civil Suit No. 139 of 2003 in the Hon'ble High Court at Calcutta which was ultimately decreed in favour of the said plaintiffs.

I) The plaintiffs/decreed-holders obtained possession of the said First Property by execution of the said decree.

J) By an Indenture of Conveyance dated the 11<sup>th</sup> day of February, 2011 made between the said Monohar Kumar Kankaria and Sashi Kankaria therein jointly referred to as the Vendors of the One Part and the Vendor herein, therein referred to as the Purchaser of the Other Part and registered with the Additional Registrar of Assurances-II, Kolkata in Book No. I, CD Volume No. 6, Pages 4701 to 44715, Being No. 01870 for the year 2011, the said Monohar Kumar Kankaria and Sashi Kankaria, for the consideration therein mentioned granted, transferred, conveyed, assigned and assured unto and in favour of the Vendor herein, All That the said First Property absolutely and forever.

K) One Giridharilal Baid was seised and possessed of and/or otherwise well and sufficiently entitled to All Those the two-storied brick-built, messuage, hereditament, dwelling, entertainment house and sheds known as Biswarupa Together With the land thereunto belong containing an area of 2 Bighas, 14 Cottahs be the same a little more or less whereupon or on the part whereof the same is erected and/or built situate lying at and being the premises Nos. 36B and 36C, Sahitya Parisad Street, the then Calcutta and 2B, Raja Raj Krishna Street, the then Calcutta (hereinafter jointly referred to as the 'said **Second Property**').

L) By a Deed of Settlement dated the 17<sup>th</sup> December, 1951 made between the said Giridharilal Baid, therein referred to as the Settlor of the One Part and the said Giridharilal Baid, Chhagun Mall Khawaswal, Lakshmi Chand Kundalia and Mool Chand Surana therein jointly referred to as the Trustees of the Other Part and registered with the Registrar of Assurances, Calcutta in Book No. I, Volume No. 116, Pages 141 to 155, Being No. 4337 for the year 1951, the said Settlor created a trust named- Giridharilal Baid Trust and the transferred the said Second Property unto and in favour of the said trust.

M) Clause - 11 of the said Deed of Settlement inter alia, provides as follows-

"THAT it is hereby further declared that from and after the death of the Settlor's son Manick Chand Baid, the said Trustees shall hold and stand possessed of the said Trust Properties together with all accretions and accumulations in trust for such of the male issue or issues of the Settler's son Shova Chand Baid (deceased) and Manick Chand Baid or either of them as and then shall be living until the youngest of male issues by the two sons of the settler shall have attained the age of 21 years and shall then be eligible to convey and transfer the trust property



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together with all accretions and accumulations income on funds remaining in their hands to such male issues of the said Shova Chand Baid and Manick Chand Baid or either of them in equal shares absolutely if more than one and along if only one amongst them shall have survived the said Manick Chand Baid."

N) By necessary implication Clause-11 of the said Deed of Settlement, inter alia, provided that on the demise of the said Manick Chand Baid, the trust created shall stand modified or may be dissolved or extinguished at the discretion of the beneficiaries i.e the sons of Shova Chand Baid and Manick Chand Baid and on the youngest of them attaining the age of 21 years, would hold and/or become seized and possessed of the said Trust properties including the said Second Property in equal shares, each group having an undivided 50% share therein and would be capable of dealing with, alienating or entering into necessary agreement concerning or relating to the alienation or disposal of such undivided 50% share in the said trust properties.

O) The creation of the said trust was challenged in a suit being No. 1612 of 1958 before the Hon'ble High Court at Calcutta (Manikchand Baid - Versus- Giridharilal Baid & Ors.).

P) An Agreement dated the 30<sup>th</sup> day of March, 1959 was entered into by and between the parties to the said suit whereby and whereunder the disputes between the parties being the subject matter of the said suit was mutually settled and/or compromised and the trustees were empowered to look after, manage and supervise the said trust properties and to let, lease or otherwise demise the same as they think fit and proper.

Q) The said suit was finally disposed of by a Consent Decree dated the 13<sup>th</sup> day of April, 1959, whereby, the provisions of the said Deed of Settlement was, with the consent of all the parties therein varied and/or modified in terms of the said Agreement dated the 30<sup>th</sup> day of March, 1959, which formed part of the said consent decree.

R) In accordance with the said Compromise Decree dated 13<sup>th</sup> April, 1959, there are two groups of beneficiaries and each group having an undivided 50% share or interest in the said Second Property, the first group comprised of (i) Manick Chandra Baid and his sons viz. Bhanwarlal Baid and Bimal Singh Baid and his wife Dhani Devi Baid and the other group comprised of (1) Bijay Singh Baid, (2) Tej Singh Baid - both sons of Late Shova Chand Baid and (3) Chand Devi Baid, widow of Shova Chand Baid.

S) By a Deed of Lease dated the 5<sup>th</sup> day of May, 1973 made between the then trustees of Giridharilal Baid Trust therein jointly referred to as the Lessors of the One Part and Rashbehari Sarkar, therein referred to as the Lessee of the Other Part and registered with the Registrar of Assurances, Kolkata in Book No. 1, Volume No. 193, Pages 144 to 166, Being No. 5170 for the year 1973, the said the then trustees of Giridharilal Baid Trust in consideration of the rent thereby reserved and on the terms, conditions and covenants therein contained, granted a lease unto and in favour of the said Rashbehari Sarkar in respect of the said Second Property for a period of 50 years commencing from the 5<sup>th</sup> day of May, 1973.

T) The said Rashbehari Sarkar died on the 16<sup>th</sup> day of March, 1995 after making and publishing his Last Will & Testament dated the 2<sup>nd</sup> day of February, 1995, whereby and whereunder, he gave devised and bequeathed his said leasehold interest in the said Second Property unto and in favour of his daughter- Jayanti Mishra.



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U) The said Will of the said Rashbehari Sarkar was duly probated by the Hon'ble High Court at Calcutta on the 17<sup>th</sup> day of January, 1996.

V) The Manick Chand Baid who during his lifetime was a Hindu governed by Mitakshara School of Law died on or about 27<sup>th</sup> December, 2003.

W) By mutual arrangement and in concurrence and confirmation of the said Dhani Devi Baid it was agreed, decided and settled that the said Smt. Dhani Devi Baid upon receipt of a consideration on account of her 1/3<sup>rd</sup> share in the said undivided 50% share of Manick Chand Baid, deceased, shall allow the sons of Manick Chand Baid to deal with, dispose of, alienate and/or transfer by way of sale the said undivided 50% share left behind by Manick Chand Baid, deceased in the said Second Property.

X) By an Agreement dated 23<sup>rd</sup> October, 2003 and registered in the office of the Registrar of Assurances, Kolkata and recorded in Book No. I being Deed No. 2429 for the year 2006 the said Bhanwarlal Baid and Bimal Singh Baid agreed to sell and the Vendor herein agreed to purchase subject to concurrence and confirmation of the said Dhani Devi Baid and Bhojraj Dasani and Ruglal Surana, the then trustees, **ALL THAT** 50% share in the said Second Property on the terms, conditions and stipulations therein contained.

Y) The premises Nos. 36B and 36C, Sahitya Parisad Street and 2B, Raja Raj Krishna Street have since been amalgamated by Kolkata Municipal Corporation and now known as premises no. 2A, Raja Raj Krishna Street, Kolkata - 700006.

Z) By an Indenture of Sub-lease dated the 14<sup>th</sup> day of June, 2005 made between the said Sm. Jayanti Mishra, therein referred to as the Sub-Lessor of the One Part and Goldline Writing Instruments Limited therein referred to as the Sub-Lessee of other part and registered with the Additional Registrar of Assurance-I in Book No. 1, Volume 1, pages 1 to 20 Being No. 03878 for the year 2005, the said Sm. Jayashri Mishra in consideration of the premium thereby reserved and in the terms and conditions therein contained granted a lease in respect of the said second property for the residue term of the said lease.

AA) By an Indenture of Conveyance dated the 31<sup>st</sup> day of August, 2006 made between Bhanwarlal Baid and Bimal Singh Baid, therein jointly referred to as the Vendors of the First Part, the Vendor herein, therein referred to as the Purchaser of the Second Part, Dhani Devi Baid, therein referred to as the First Confirming Party of the Third Part and Bhojraj Dasani and Ruglal Surana, therein jointly referred to as the Second Confirming Party of the Fourth Part and registered with the Additional Registrar of Assurances-II, Kolkata in Book No. I, Volume No. 1, Pages 1 to 21, Being No. 00963 for the year 2008, the said Bhanwarlal Baid & Anr. for the consideration therein mentioned, granted transferred, conveyed, assigned and assured unto and in favour of the Owner herein All That the undivided 50% part or share in the said Second Property absolutely and forever.

BB) By another Indenture of Conveyance dated the 2nd day of November, 2007 made between Vijay Singh Baid and Tej Singh Baid, therein jointly referred to as the Vendors of the First Part, the Vendor herein, therein referred to as the Purchaser of the Second Part and Bhojraj Dasani and Ruglal Surana, therein jointly referred to as the Confirming Party of the Third Part and registered with the Additional Registrar of Assurances-II, Kolkata in Book



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No. I, Being No. 02775 for the year 2008, the said Vijay Singh Baid and Tej Singh Baid, for the consideration therein mentioned, granted transferred, conveyed, assigned and assured unto and in favour of the Vendor herein All That the undivided 50% part or share in the said Second Property absolutely and forever.

CC) By a Deed of Surrender dated the 15<sup>th</sup> day of March, 2008 made between Sm. Jayanti Mishra, therein referred to as the Lessee of the first part and Goldline Writing Instruments Limited therein referred to as the Sub-Lessee and Confirming Party of the second part and the Vendor herein, therein referred to as the Lessor of the third part, the said Sm. Jayanti Mishra and Goldline Writing Instruments Ltd. duly surrendered their respective lease and sublease in favour of the Vendor absolutely and for ever.

DD) Thus the Vendor became seized and possessed of and/or otherwise well and sufficiently entitled to ALL THOSE the First Property and the Second Property totalling to land measuring 3 Bighas 15 Cottahs 12 Chittacks and 7 sq. ft. (hereinafter referred to as the **Said Land**) free from all encumbrances, charges, liens, lispens, attachments, acquisitions, requisitions, trusts whatsoever.

EE) By a **Development Agreement** dated 26<sup>th</sup> April, 2011 made between the Vendor herein of the One Part and the Developer herein of the Other Part, the parties therein had agreed to jointly develop the First Property and the Second Property on the terms and conditions recorded therein.

FF) Pursuant to and in terms of the said **Development Agreement**, the Vendor had applied to the Kolkata Municipal Corporation for amalgamation of the First Property and the Second Property and, on the basis of the said application, the Kolkata Municipal Corporation by its order dated the 29<sup>th</sup> day of November 2011 has amalgamated the two premises and, the amalgamated premises is now known as premises No. 76/1, Bidhan Sarani, Kolkata, (hereinafter referred to as the **Said Property**).

GG) By actual/physical measurement the total area of the Said Property found to be containing an area of 3 Bighas 10 Cottahs 12 Chittacks 26 sq. ft. equivalent to 4734.96 sq. mtrs. more or less more fully and particularly described in the **First Schedule** hereunder written.

HH) Kolkata Municipal Corporation has got a road alignment affecting the said property towards Sahitya Parishad Street and Bidhan Sarani.

II) For the purpose of the said road alignment an area of 127.66 sq. mtrs. is kept reserved on Sahitya Parishad Road.

JJ) The Developer has got the building plan in respect of the complex duly sanctioned by the Kolkata Municipal Corporation having Building Permit No. 2013200004 dated 10.05.2013.

KK) The Developer has since applied for the user of one of the two commercial buildings, by the side of Burtolla Police Station, changed to G+ 7 residential complex from the Kolkata Municipal Corporation.

LL) By a Supplementary Agreement dated the 6<sup>th</sup> day of February 2014 made between the Vendor herein, therein referred to as the Owner of the One Part and the Developer herein, therein referred to as the Developer of the Other Part and the parties therein had recorded the terms and conditions of development as modified mutually.



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MM) In pursuance of the said plan the Developer has at its own costs and expenses commenced construction of the residential cum commercial complex on the Said Property.

NN) The Purchaser upon taking inspection and being fully satisfied about (1) the title of the Vendor in respect of the Said Property, (2) the right of the Developer to carry out construction, (3) the said sanctioned plan, (4) the road alignment on the Sahitya Parishad Road and Bidhan Sarani (5) the specifications and the materials to be used in the Flat/unit/parking space and in the Complex, (6) the built up area of the said flat/Unit and (7) the right of the Vendor and the Developer to sell and transfer the said flat/Unit, has become desirous of acquiring All That the said flat/Unit and has approached the Vendor/Developer to sell and transfer the same to the Purchaser to which the Developer and the Vendor have agreed to at or for the consideration and on the terms and conditions hereinafter contained.

OO) Unless in this agreement there be something contrary or repugnant to the subject or context, the following words shall have the following meanings:-

**ADVOCATES** - shall mean **VICTOR MOSES & CO.**, Solicitors & Advocates, Temple Chambers, 6, Old Post Office Street, Kolkata - 700 001 appointed by the Developer, inter alia, for preparation of this agreement and Conveyance for transfer of the said flat/unit/ parking space.

**ARCHITECT** - shall mean such person or persons who may be appointed by the Developer as the Architect for the Complex.

**BUILT-UP AREA** - according to the context shall mean and include the plinth area of the constructed space in the new residential Buildings including the thickness of the internal and external walls thereof and columns thereof and for each Flat/unit the plinth area of the said Flat/unit and all other Flat/units in the said new residential Buildings including the thickness of the internal and external walls thereof and columns therein provided that if any wall or column be common between two Flat/units then half of the area under such wall or column shall be excluded for the area of each such Flat/unit plus proportionate share of common areas which shall be determined by the Developer.

**COMMON AREAS, FACILITIES AND AMENITIES** - shall presently mean and include corridors, hallways, stairways, internal and external passages, passage-ways, pump house, portions of the roofs of the buildings to be kept common but excluding the signage and other spaces to be reserved by the Developer and the Vendor, overhead water tank, water pump and motor, drive-ways, common lavatories, Generator, transformer, Fire Fighting systems and any other facilities in the Complex, which may be decided by the Developer in its absolute discretion and provided by the Developer, and required for establishment, location, enjoyment, provisions, maintenance and/or management of the Complex. The Common Areas, Facilities and Amenities for the residential buildings are mentioned in Part I of the **Third Schedule** hereunder written and those for the Commercial building are mentioned in Part II of the Third Schedule hereunder written and those for the entire complex are mentioned in Part III of the **Third Schedule** hereunder written. The areas to remain common shall be finally determined by the Developer after the completion of the entire complex including the buildings thereat.



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**COMMON EXPENSES**- shall mean and include all expenses for maintenance, management, upkeep and administration of the Common Areas, Facilities and Amenities mentioned in Part I and Part III in the Third Schedule hereunder and for rendition of common services in common to the transferees and all other expenses for the Common Purpose including those mentioned in the **Fourth Schedule** hereunder written to be contributed, borne, paid and shared by the transferees. Provided however the charges payable on account of Generator, Electricity etc. consumed by or within any Unit shall be separately paid or reimbursed to the Maintenance in-charge.

**COMMON PURPOSES** - shall mean and include the purpose of managing, maintaining and up keeping the Complex as a whole in particular the Common Areas, Facilities and Amenities, mentioned in Part I and Part III of the Third Schedule hereunder rendition of common services in common to the Co-owners, collection and disbursement of the Common Expenses and administering and dealing with the matters of common interest of the Co-owners and relating to their mutual rights and obligations for the beneficial use and enjoyment of their respective Flat/units exclusively and the Common Areas, Facilities and Amenities in common.

**COMPLETION OF THE FLAT/UNIT** - for the purpose of service of the Possession Notice, shall mean of the Flat/unit in usable state with water supply, electrical and generator connection/wiring, and all other facilities and amenities as be required to be provided to make the Flat/unit and the Parking Space ready to use in accordance with the Specification specified in the **Fifth Schedule** hereunder written.

**COMPLEX** - shall mean the three new independent Buildings, i.e. two residential buildings consisting of flats/units/parking space and one commercial building and some common areas and facilities sharing amongst the residential buildings and the commercial building, - to be constructed by the Developer in terms of said sanctioned plan and their surrounding areas, being the entire area within the boundary of the said property.

**CO-OWNERS**- according to the context shall mean all the prospective or actual buyers who for the time being have agreed to purchase any flat/Unit in the two residential Buildings and for all unsold Unit and/or Units, the Vendor and the Developer.

**DATE OF COMMENCEMENT OF LIABILITY** - shall mean the date on which the Purchaser takes actual physical possession of the said flat/Unit after fulfilling all his/her/its liabilities and obligations in terms of the Clause 5 hereinafter or the date of expiry of the period specified in the notice in writing by the Developer to the Purchaser to take possession of the said flat/Unit in terms of the said Clause 5 irrespective of whether the Purchaser takes actual physical possession of the said flat/unit or not, whichever be earlier.

**DEPOSITS/EXTRA CHARGES/TAXES** - shall mean the amounts specified in Clause 8 hereunder to be deposited/paid by the Purchaser to the Developer.



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**MAINTENANCE-IN-CHARGE/ASSOCIATION** - shall mean any Association under the West Bengal Apartment Ownership Act or any company incorporated under the Companies Act, 2013 or a Committee as may be formed by the Developer for the Common Purposes for the Complex having such rules, regulations and restrictions as may be deemed proper and necessary by the Developer not inconsistent with the provisions and covenants herein contained.

**NEW BUILDINGS**- shall mean the New Buildings in the Complex, covered/open parking spaces and other constructions whatsoever to be constructed, erected and completed in accordance with the Plan on the said property.

**PARKING SPACE** - shall mean the spaces in the portions of the ground floor or basement or ground level, whether open or covered or mechanical, of the Complex expressed or intended to be reserved for parking of motor cars/two wheelers.

**PLAN** - shall mean the plan for construction of the New Buildings sanctioned by Kolkata Municipal Corporation bearing Building Permit No. 2013200004 dated 10.05.2013 and wherever the context so permits or intends shall include any modifications and/or alterations thereto.

**POSSESSION NOTICE** - shall mean the notice contemplated in Clause 5 hereunder written.

**PROPORTIONATE OR PROPORTIONATELY** - according to the context shall mean the proportion in which the built up area of the said flat/Unit may bear to the built-up area of all the Units in the two new residential Buildings **PROVIDED THAT** where it refers to the share of any Purchaser or any Co-Owners in the rates and/or taxes amongst the Common Expenses then such share of the whole shall be determined on the basis on which such rates and/or taxes are being respectively levied.

**PURCHASER** - shall mean and include -

i) In case the Purchaser be an individual or a group of person, then his/her/their respective heirs executors administrators legal representatives;

ii) In case the Purchaser be a Hindu Undivided Family, then its coparceners or members for the time being and their respective heirs executors administrators legal representatives;

iii) In case the Purchaser be a Partnership Firm or Limited Liability Partnership, then its partners for the time being and their respective heirs executors administrators legal representatives;

iv) In case the Purchaser be a Company, then its successor or successors in interest;

**SAID PROPERTY** - shall mean All That the piece and parcel of land containing an area of 3 Bighas 10 Cottahs 12 Chittacks and 26 sq. ft. equivalent to 4734.96 sq. mtrs. be the same a little more or less situate lying at and being premises No. 76/1, Bidhan Sarani, Police Station Burtolla, Kolkata, more fully and particularly mentioned and described in the **First Schedule** hereunder written.



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**SAID SHARE** - shall mean proportionate undivided indivisible impartible and variable share in the land underneath the Tower in which the Said Flat/Unit is situate is agreed to be purchased hereunder by the Purchaser.

**SAID FLAT/UNIT** - shall mean Flat/unit No. **3B** on the **3<sup>rd</sup>** floor in the Complex to be known as "**SIGNUM ARISTO**" having built-up area of **1245** Sq.ft. more or less more fully and particularly described in **Part I** of the **Second Schedule** hereunder written and right of parking of **One** No. of covered Car Parking Space and **NIL** No. of open car parking space and **NIL** Nos. of two wheeler in the parking space on the **basement** of the New Buildings more fully and particularly described in **Part-II** of the **Second Schedule** hereunder written together with the undivided proportionate indivisible part or share in the Common Areas, Facilities and Amenities and Together with the said Share.

**SPECIFICATION** - shall mean the specification for the residential buildings as mentioned in the **Fifth Schedule** hereunder written subject to the alterations or modifications as may be suggested or approved by the Architect.

**TOWER** - shall mean the building tower where the flat/unit agreed to be purchased by the Purchaser is situate.

**TRANSFER** - with its grammatical variations shall include transfer by possession and by other means adopted for effecting what is understood as a transfer of space in multi-storied buildings to the transferees thereof as per law.

Words importing **SINGULAR NUMBER** shall include the **PLURAL NUMBER** and vice versa.

Words importing **MASCULINE GENDER** shall include the **FEMININE GENDER** and **NEUTER GENDER**; Similarly words importing **FEMININE GENDER** shall include **MASCULINE GENDER** and **NEUTER GENDER** Likewise **NEUTER GENDER** shall include **MASCULINE GENDER** and **FEMININE GENDER**

**NOW THIS AGREEMENT WITNESSETH, RECORDS, BINDS AND GOVERNS THE CONTRACTUAL RELATIONSHIP BETWEEN THE PARTIES AS FOLLOWS:-**

1. **INTERPRETATION:**

In this agreement save and except as otherwise expressly provided:

- i) all words and personal pronouns relating thereto shall be read and construed as the number and gender of the party or parties require and the verb shall be read and construed as agreeing with the required word and pronoun.
- ii) the division of this agreement into headings is for convenience of reference only and shall not modify or affect the interpretation or construction of this agreement or any of its provisions.
- iii) when calculating the period of time within which or following which any act is to be done or step taken pursuant to this agreement, the date which is the reference day in calculating such period shall be excluded. If the last day of such period is not a business day, the period in question shall end on the next business day.



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- iv) all references to section numbers refer to the sections of this agreement, and all references to schedules refer to the Schedules hereunder written.
- v) the words 'herein', 'hereof', 'hereunder', 'hereafter' and 'hereto' and words of similar import refer to this agreement as a whole and not to any particular Article or section thereof.
- vi) Any reference to any act of Parliament or State legislature in India whether general or specific shall include any modification, extension or enactment of it for the time being in force and all instruments, orders, plans, regulations, bye-laws, terms or direction any time issued under it.
- vii) Any reference to any agreement, contract, plan, deed or document shall be construed as a reference to it as it may have been or may be from time to time amended, varied, altered, modified, supplemented or novated.

## 2. TITLE & PLAN :

2.1 The Purchaser has examined and got himself/herself/itself/ themselves fully satisfied about the title of the Vendor to the said land and the said Flat/unit and has accepted the same and agrees and covenants not to raise any objection thereto or make any requisition in connection therewith.

2.2 The Purchaser has also seen and inspected the said Plan sanctioned by the Kolkata Municipal Corporation in respect of the said land and has fully satisfied himself/herself/itself/themselves about the validity thereof and agrees and covenants not to raise any objection with regard thereto.

2.3 The Purchaser doth hereby consent and confirm that the Vendor and the Developer shall be at liberty to have the sanctioned plan modified and/or altered /make any constructions/raising additional floors and for such modification or alteration, the Purchaser shall not raise any obstruction and/or dispute and in such case, this shall be treated as the express consent of the Purchaser in favour of the Developer under Section 8 of the West Bengal Building (Regulation of Promotion of Construction and Transfer by Promoters) Act and other applicable statues for the purpose as aforesaid.

2.4 The Purchaser has fully satisfied himself as to the built-up area to comprise in the said flat/Unit and also the common parts/portions which would be common for all the residents/occupants of the various flats/units comprised in the said New Buildings and has agreed not to challenge or dispute the same in any manner whatsoever or howsoever.

## 3. SALE OF FLAT/UNIT AND CONSIDERATION:

3.1 The Vendor and the Developer agree to sell All That the said Flat/unit, being the **Flat/Unit No. 3B** on the **3<sup>rd</sup>** Floor of the Tower **B+G+18** containing a built-up area of **1245 Sq. Ft.** be the same a little more or less in the Complex known as "**SIGNUM ARISTO**" more fully and particularly mentioned and described in the **Part-I** of the **Second Schedule** hereunder written Together with the undivided indivisible variable proportionate part or share in the land underneath the Tower in which the said Flat/Unit is situate Together With proportionate undivided indivisible variable share in the Common Areas and



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Installations more fully and particularly mentioned and described in the **Part-I** of the **Third Schedule** hereunder written **TOGETHER ALSO WITH** the right of parking **One** motor car/s and **NIL** two wheeler/s in or portion of the parking space, if so specifically and as expressly mentioned and described in the **Part II** of the **Second Schedule** hereunder written and the Purchaser agrees to purchase the same at and for the consideration of Rs. **1,21,00,000/-** [Rupees One Crore Twenty One Lacs] only inclusive of Floor Escalation Charges and Prime Location Charges, wherever applicable but exclusive of Service Tax more fully mentioned in **Part-I** of the **Sixth Schedule** hereunder written payable by the Purchaser to the Vendor and the Developer in installments as mentioned in **Part-II** of the **Sixth Schedule** hereunder written on and subject to the terms and conditions contained herein.

3.2 The Purchaser shall be liable to pay the Service Tax as applicable separately at the time of payment of each installment.

3.3 If the total consideration for the flat/Unit is over Rs. 50 lacs, in such event, the Purchaser shall pay the installment amounts after deducting the tax deductible at source. The purchaser shall pay such Tax deductible at source to the authority and provide the proof of such payment to the Vendor and the Developer.

3.4 Time for payment of the consideration and other amounts hereunder by the Purchaser to the Vendor and the Developer shall be the essence of the contract.

3.5 The consideration amount mentioned in the **Sixth Schedule** hereunder written is based on the present built up area of the Flat/Unit. In case upon completion of construction of the said Flat/Unit the built-up area thereof varies then the amounts payable hereunder by the Purchaser to the Vendor and the Developer towards consideration money, deposits and/or otherwise (wherever such deposits and other amounts are payable on the basis of the built-up area comprised in the said Flat) shall also vary at the rates specified herein and otherwise proportionately.

3.6 Unless otherwise expressly so mentioned, all the said amounts specified hereinabove and the Schedules below shall be strictly paid and/or deposited by the Purchaser with the Vendor and the Developer, as the case may be, in accordance with the terms of payment as set out in this Agreement.

3.7 In the event of the Purchaser obtaining any financial assistance and/or housing loan from any bank and/or financial institution the Vendor and the Developer shall assist and co-operate the Purchaser in connection to the required documentation for the aforesaid purpose SUBJECT HOWEVER the Vendor and the Developer being assured of payment of all amounts being receivable for sale and transfer of the said Flat / Unit and in no event the Vendor or the Developer shall assume any liability and/or responsibility for any loan and/or financial assistance which may be obtained by the Purchaser from such bank and/or Financial Institution.

#### 4. FLAT/UNIT CONSTRUCTION:

4.1 Subject to the Purchaser making payment of the consideration within due dates stipulated hereunder and complying with his/her/its other obligations hereunder contained and subject to force majeure, the Developer will construct and complete the construction of and make tenantable the said Flat/unit in accordance with the Plan and in the manner herein contained and with the specifications mentioned in the **Fifth Schedule** hereunder



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written and within the period mentioned in **Part-IV** of the **Third Schedule** hereunder written and shall install and complete the common Areas and Installations in the said two new residential Buildings mentioned in **Part-I** of the **Third Schedule** within a reasonable time thereafter which shall not exceed a period of six months thereafter, subject to force majeure.

4.2 The Purchaser shall not in any manner cause any objection obstruction interference or interruption at any time hereafter in the construction or completion of construction of the New Buildings (notwithstanding the delivery of possession of the said Flat/unit to the Purchaser in the meantime and there being temporary inconvenience in the use and enjoyment thereof by the Purchaser) nor shall at any time hereafter do or omit to be done anything whereby the construction or development of the New Buildings or the said property or the sale or transfer of the other Flat/units in the New Buildings is in any way interrupted or hindered or impeded with nor shall in any way commit breach of any of the terms and conditions herein contained and if due to any neglect or default on the part of the Purchaser or because of any act or omission on the part of the Purchaser, the Vendor and the Developer are restrained from construction of the New Buildings and/or transferring and disposing of the other flat/units therein then and in that event without prejudice to such other rights the Vendor/Developer may have the Purchaser shall be liable to compensate and also indemnify the Vendor and the Developer for all loss, damages, costs, claims, demands, actions and proceedings that may be suffered or incurred by the Vendor or the Developer.

4.3 If any defect in construction of the flat is brought to the notice of the Vendor/Developer by the Purchaser within one year from the date of taking delivery of possession of the said flat, the Vendor/Developer shall rectify such defect at its own costs and effort provided that the Vendor/Developer shall not be liable for the damage/decay caused by natural wear and tear or by the act and neglect of the Purchaser or other co-owners.

#### 5. POSSESSION AND CONVEYANCE:

5.1 Upon making the said Flat/unit tenantable, the Vendor / Developer shall give a notice thereof in writing to the Purchaser calling upon the Purchaser to take exclusive physical possession (Possession Notice), who within twenty one days of its service :-

- a) may take inspection of the said Flat/unit in presence of the Developer or its representative ;
- b) may point out any defect in construction required to be rectified by the Vendor/Developer and which if required would be rectified by the Vendor/Developer but which shall not withhold the performance of the other obligations of the Purchaser hereunder;
- c) shall pay, the entire balance consideration to the Vendor and the Developer and extras /deposits and all other amounts and deposits to the Developer, for sale of the said Flat/unit;
- d) fulfill all his/her/its other covenants hereunder and complete the purchase of the said Flat/unit;
- e) shall take possession of the said Flat/unit and on the 22<sup>nd</sup> day of the received Of Possession Notice .



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It is however made clear herein that if no inspection is taken within the said period, it shall be deemed that such right is waived.

5.2 The Purchaser further covenants that in the event the Purchaser fails to take possession of the said Flat /Unit within 21 days from the receipt of Possession Notice, the Purchaser shall be liable to pay to the Developer the charges (**Holding Charges**), as to be decided by the Developer and the same shall remain at the sole risk of the Purchaser.

5.3 It is expressly agreed understood and clarified as follows:

(i) The Vendor and the Developer shall not be liable to deliver possession of the said Flat/unit to the Purchaser nor shall execute the Deed of Conveyance or other instruments until such time the Purchaser makes payment of all amounts agreed and required to be paid hereunder by the Purchaser and the Purchaser has fully performed all the terms conditions and covenants of this Agreement and on the part of the Purchaser to be observed and performed until then.

(ii) It will not be necessary for the Developer to complete and install all the Common Areas and Installations before giving the Possession Notice to the Purchaser in terms of clause 5.1 hereinabove. The said Flat/unit shall be deemed to be in a tenantable condition as soon as the same is completed in accordance with the completion of the Flat/Unit, the entrance lobby of the new Buildings and lifts are made operative and water and permanent common electricity connections are provided.

(iii) The Purchaser's liabilities and obligations towards payment of Common Expenses, rates and taxes and other outgoings payable in respect of the said Flat/unit as well as all or any consequence of default, non performance or delay in performance of all or any of the obligations and covenants as contemplated under the heading "Management Maintenance and Common Enjoyment" hereunder shall be deemed to have commenced on and from the Date of Commencement of Liability irrespective of when the Purchaser takes actual physical possession of the said Flat/unit.

5.4 Subject to the Purchaser making payment of the entire consideration and all other amounts and deposits payable by the Purchaser hereunder and complying with all its other obligations hereunder, the Vendor and the Developer agree to execute the Conveyance in respect of the said Flat/unit in favour of the Purchaser at the time of delivery of possession of the flat and the Purchaser shall get the same registered in his/her/its/their name and for this purpose shall pay the stamp duty, registration charges, Advocates' fees and incidental expenses for and/or in relation to execution and registration of the Deed of Conveyance in respect of the said Flat and also any other assurances deed(s) required to be made for or in relation thereto

5.5 It is further expressly agreed that with effect from the date of Commencement of Liability, it shall be deemed that the Developer has complied with all its obligations hereunder to the full satisfaction of the Purchaser and the Purchaser shall not be entitled thereafter to raise any dispute against or claim any amount from the Developer on any account whatsoever.



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## 6. RESTRICTIONS ON ALIENATION BEFORE POSSESSION :

6.1 Before taking actual physical possession of the said flat/unit by the Purchaser in terms of clause 5 hereinabove, the Purchaser shall not deal with, let out, encumber, transfer or alienate the said Flat/unit or the rights of the Purchaser hereunder without the consent in writing of the Developer first had and obtained **PROVIDED THAT** the Purchaser may do so in case the Purchaser pays the entirety of the amounts payable hereunder to the Vendor and the Developer and is not in any manner in default in observance of his/her/its obligations hereunder, but subject nevertheless to the following terms and conditions:

(i) the Vendor or the Developer shall not be required to be party to any letting out or alienation as aforesaid ;

(ii) Any such nomination, transfer, letting out or alienation shall be subject to the terms conditions agreements and covenants contained hereunder and on the part of the Purchaser to be observed fulfilled and performed and which would be required to be observed, fulfilled and performed by the Purchaser only ;

(iii) The Purchaser shall have previously informed the Developer in writing of the full particulars of such nominee, tenant and/or occupant, it being clarified that in case of leasing out or letting out, the Purchaser shall also have the information of the tenant/lessee furnished to the local police and shall inform to the Developer the full particulars of the rent and all other charges and benefits receivable by the Purchaser in respect thereof to the extent necessary for assessment of the liability for rates and taxes and other impositions ;

(iv) The Purchaser shall be liable to pay all increase in the municipal rates and taxes and other outgoings as may be occasioned due to aforesaid leasing out or letting out.

6.2 No nomination shall be allowed for a period of one year from the date of this agreement.

6.3 In the event of nomination/assignment of this agreement by the Purchaser, the Purchaser shall be liable to pay to the Vendor and the Developer @ Rs. 68/- (Rupees Sixty Eight only) Per square feet of the built up area comprised in the said Flat/Unit as and by way of nomination charges. The said charges would be applicable for all subsequent nominations till the Conveyance is executed.

6.4 There will be no privity whatsoever between the Vendor, Developer and the nominee or new transferee before and/or until the nomination has been accepted expressly in writing. The Vendor and the Developer shall be entitled to refuse to accept nomination without assigning reasons.

## 7. DOCUMENTS RELATING TO TRANSFER ETC.:

The Deed of Conveyance and other documents of transfer to be executed in pursuance hereof shall be in such form and shall contain such covenants exceptions and restrictions etc., as be drawn by the Advocates and the Purchaser shall execute the same without raising any objection whatsoever. Provided That the Purchaser shall be entitled to seek or suggest reasonable clarifications thereon.



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## 8. EXTRAS AND DEPOSITS :

8.1 In addition to the consideration payable by the Purchaser to the Vendor and the Developer as stated hereinabove the Purchaser shall also pay to the Developer the following additional payments and advances and/or make the following deposits which are non-refundable, as and when demanded by the Developer :-

- a) **Additional work and facility:** The full costs charges and expenses for any work done or making any additions or alterations and/or for providing at the request of the Purchaser or as per the mandatory requirement of any statutory authority, any work done or any additional facility and/or utility in or relating to the said Flat/Unit in excess of/in lieu of those specified in the **Fifth Schedule** hereunder written provided and proportionate share of those costs charges and expenses for providing any additional or extra such common facility or utility to the New Buildings or Flat/Unit in addition to those mentioned in the **Fifth Schedule**. If for the purpose of carrying out the said additions or alteration as aforesaid, any modification of the sanctioned plan is required to be obtained, the Developer shall obtain the same at the costs and expenses of the Purchaser. All the said costs and charges shall be paid by the Purchaser in full or proportionately as the case may be before the work is commenced by the Developer. It is further clarified that if by reason of such additional work any delay is caused in completion of the Flat/Unit and/or the Common Areas and Installations ultimately resulting in delay in the delivery of possession of the Flat/Unit by the Developer to the Purchaser, the Developer shall not be liable for any interest damages compensation etc., that may be suffered by the Purchaser thereby.
- b) **Maintenance deposit :** An amount equivalent to twelve months estimated maintenance charges calculated at the rate of Rs. 41/- (Rupees Forty One only) per Sq. ft. of the built-up area comprised in the Flat/Unit per month.
- c) **Municipal taxes:** Rs. 41/- (Rupees Forty One only) per sq. ft. of the built up area of the Flat/Unit on account of proportionate share of rates and taxes of the Kolkata Municipal Corporation for a period of twelve months.
- d) **Sinking fund:** An amount calculated at the rate of Rs. 41/- (Rupees Forty One only) per Sq. ft. of the total built-up area comprised in the Flat/Unit.
- e) **Mutation Costs :** All fees and incidental costs for mutation as specified by the person to be appointed by the Developer.
- f) **Building plan regularisation :** Proportionate cost for regularisation of the Building plan from the Kolkata Municipal Corporation under Rule 26 sub rule (a) and (b) of the Building Rules of the Kolkata Municipal Corporation in case of any change in the Flat/Unit.
- g) **Stamp duty & registration charges :** The stamp duty and the registration charges on this agreement as also the Deed of Conveyance to be executed and registered in pursuance hereof and all costs, charges and expenses therefor. The fees of the Advocates shall be Rs. 31,000/- (Rupees thirty one thousand only), half of the said fees is to be paid at or before the signing of this agreement and the balance on the Date of



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commencement of liability. The service taxes would have to be paid as per the prevailing law.

- h) **Maintenance in charge/Association:** Charges for formation of the Association or Maintenance in Charge at actual plus Service Tax as applicable.
- i) **Generator:** The cost for providing standby generator for the internal consumption in the said flat shall be provided, at the rate of Rs. 25,000/- (Rupees Twenty Five Thousand only) per KVA plus Service Tax as applicable.
- j) **Electricity :** The proportionate costs calculated at the rate of Rs. 101/- (Rupees One Hundred One) only plus Service Tax as applicable of the built up area of the Flat/Unit for obtaining electricity connection from CESC Ltd. for the common area and transformer costs and allied infrastructure cost, if any.
- k) **Electricity Meter for Said Flat/Unit :** Security deposit and all other billed charges of the supply agency for providing electricity meter to the said flat, at actual.
- l) **Additional taxes, levies and outgoings :** If at any time, the Vendor/Developer is liable to pay any amount on account of any statutory taxes, outgoings and/or impositions including Sales-tax, service tax, VAT etc. the Purchaser shall be liable and agrees to make payment of the proportionate amount on account of such statutory taxes and outgoings and to keep the Vendor/Developer safe, harmless and indemnified against all such tax and outgoings and all costs, charges and expenses in respect thereof.
- m) **Floor Escalation & Prime/Preferred Location Charges :** The Purchaser shall pay Floor Escalation Charge and Prime/Preferred Location Charge to the Vendor and the Developer, as applicable.

8.2 Unless otherwise expressly so mentioned, all the said amounts specified in clause 8.1 hereinabove shall be paid and/or deposited by the Purchaser with the Developer on or before the Date of Commencement of Liability.

8.3 It is expressly agreed and understood that in case the exact liability on all or any of the heads mentioned hereinabove cannot be quantified then the payment shall be made according to the Developer's reasonable estimate subject to subsequent accounting and settlement within a reasonable period.

8.4 Any apportionment of the liability of the Purchaser in respect of any item of expenses, taxes, duties, levies and outgoings payable by the Purchaser hereunder by the Developer shall be final and binding on the Purchaser.

8.5 It is further expressly agreed and made clear that the payments of the deposits to be made by the Purchaser hereunder shall not carry any interest and all such deposits to be paid and/or deposited by the Purchaser shall be held in trust by the Developer and specifically utilized for such purpose only and not otherwise.

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9. **MANAGEMENT, MAINTENANCE AND COMMON ENJOYMENT:**

As a matter of necessity, the ownership and enjoyment of the said Flat/unit by the Purchaser be consistent with the rights and interest of all the Co-Owners and in using and enjoying the said Flat/unit and the Common Areas and Installations, the Purchaser binds himself and covenants :-

- (a) to co-operate with the Maintenance In charge in the management and maintenance of the two residential buildings and other common purposes.
- (b) to observe and perform the rules regulations and restrictions from time to time in force for the quiet and peaceful use enjoyment and management of the two residential buildings and in particular the Common Areas and Installation and other common purposes.
- (c) to use the said Flat/Unit only for the private dwelling residence in a decent and respectable manner and for no other purpose.
- (d) unless the right of parking motor car/two wheeler is expressly granted and mentioned in the **Second Schedule** hereunder written, the Purchaser shall not park any motor car/two wheeler or any other vehicle at any place in the Complex (including at the open spaces in the Complex) AND if the right to park car is so expressly granted and mentioned in the **Second Schedule** the Purchaser shall use the parking space/s only for the purpose of parking of his medium sized motor car/two wheeler.
- (e) not to use any part of the two residential buildings or other Common Areas and Installations for bathing or other undesirable purposes or such purpose which may cause any nuisance or annoyance to the other Co-Owners.
- (f) to use the Common Areas and Installations only to the extent required for ingress to and egress from the said Flat/Unit of men and materials and passage of utilities and facilities.
- (g) to keep the common areas, open spaces, parking areas, paths, passages, staircases, lobby, landings etc., free from obstructions or encroachments and in a clean and orderly manner and not to store or allow any one to store any good articles or things or allow anyone to sleep or rest therein or thereat or in any other common areas of the New Buildings or Complex.
- (h) not to claim any right whatsoever or howsoever over any other Flat/Unit or portion in the New Buildings or Complex or the areas mentioned in Part II of the Third Schedule hereunder written save the said Flat/Unit. It is made clear that the Purchaser shall have no right on the roof of the two residential buildings as per present sanction, except the right of access for maintenance and repairs of common installations, and the reserved area and the Developer shall be absolutely free to deal with the same at its discretion.
- (i) not to put any nameplate or letter box or neon-sign or board in the common areas or on the outside wall of the New Buildings save a letter-box at the place in the ground floor as be expressly approved or provided by the Developer and a decent nameplate outside the main gate of his/her/its/their Flat/Unit. It is hereby expressly made clear that in no event the Purchaser shall open out any additional window or any other apparatus protruding outside the exterior of the said Flat/ Unit excepting air conditioners to be placed in the designated cut out positions.



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(j) not to alter the outer elevation of the New Buildings or any part thereof nor decorate the exterior of the New Buildings or the grills therein otherwise than in the manner agreed by the Developer or the Maintenance In-charge in writing or in the manner as near as may be in which it was previously decorated.

(k) not to deposit or throw or permit to be deposited or thrown any rubbish or refuse or waste or spit in the staircase, lobby, landings, pathways, passages or in any other Common Areas and Installations or in any other portion of the two residential buildings nor into lavatories, cisterns, water or soil pipes serving the two residential buildings nor allow or permit any other Co-Owners to do so.

(l) not to commit or permit to be committed any alteration or changes in pipes, conduits, cables and other fixtures and fittings serving the other units in the two residential buildings.

(m) not to change or put any clothes in or upon the windows balconies and other portions which may be exposed in a manner or be visible to the outsiders.

(n) not to allow the watchman, driver, domestic servants or any other person employed by the Purchaser or his/her/their/its Agents to sleep or squat in the common passage/ lobby/ terrace/ corridors/ lift room/ garden etc.

(o) to abide by such rules and regulations as may be made applicable by the Developer before the formation of the Maintenance in Charge/Association and after the Maintenance in Charge / Association is incorporated to comply with and/or adhere to the New Building rules and regulations of such Maintenance in Charge / Association.

(p) To keep the said Flat/ Unit and party walls, sewers, drains pipes, cables, wires, entrance and main entrance serving any other Flat/ Unit in the two residential buildings in good and substantial repair and condition so as to support shelter and protect and keep habitat the other Flat/Units/parts of the two residential buildings and not to do or cause to be done anything in or around the said Flat/Unit which may cause or tend to cause or tantamount to cause or affect any damage to any flooring or ceiling of any other portion over below or adjacent to the said Flat/Unit. In particular and without prejudice to the generality to the foregoing, the Purchaser doth hereby covenant that the Purchaser shall not make any form of alteration in the beams and columns passing through the said Flat/Unit or the common areas for the purpose of making changing or repairing the concealed wiring and piping or otherwise.

(q) not to let out transfer or part with the possession of the parking space, if the right of parking car is granted hereunder, independent of the said Unit nor vice versa.

(r) not to carry on or cause to be carried on any obnoxious injurious noisy dangerous hazardous illegal or immoral deed or activity in or through the said Unit.

(s) not to violate any provision of the Prevention of Cruelty to Animals Act, 1960.



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(t) maintain at his/her/its/their own costs, the said Unit in the same good condition state and order in which the same be delivered to the Purchaser and abide by all laws, bye-laws, rules, regulations and restrictions (including those relating to Fire Safety under the West Bengal Fire Services Act, 1950 and the rules made thereunder) of the Government, Kolkata Municipal Corporation, Kolkata Metropolitan Development Authority, CESC Limited and/or any statutory authority and/or local body with regard to the user and maintenance of the said Unit as well as the user operation and maintenance of the lift, water, electricity, generator, drainage, sewerage and other installations and amenities at the New Buildings or Complex and to make such additions and alterations in or about or relating to the said Unit and/or the New Buildings or Complex as be required to be carried out by them or any of them, independently or in common with the other Co-owners as the case may be without holding the Developer in any manner liable or responsible therefor and to pay all costs and expenses therefor wholly or proportionately as the case may be and to be answerable and responsible for deviation or violation of any of their conditions or rules or bye-laws and shall indemnify and keep the Developer saved, harmless and indemnified from and against all loss damage costs claims demands actions and proceedings that it may suffer or incur due to any non-compliance, non performance, default or negligence on the part of the Purchaser.

(u) to bear, pay and discharge exclusively the following expenses and outgoings :-

i) Municipal rates and taxes and water tax, if any, assessed on or in respect of the said Unit directly to Kolkata Municipal Corporation Provided That so long as the said Unit is not assessed separately for the purpose of such rates and taxes, the Purchaser shall pay to the Developer proportionate share of all such rates and taxes assessed on the said property.

ii) All other taxes impositions levies cess and outgoings whether existing or as may be imposed or levied at any time in future on or in respect of the said Unit or the New Buildings or Complex as a whole and whether demanded from or payable by the Purchaser or the Developer and the same shall be paid by the Purchaser wholly in case the same relates to the said Unit and proportionately in case the same relates to the New Buildings or Complex as a whole.

iii) Electricity charges for electricity consumed in or relating to the said Unit and until a separate electric meter is obtained by the Purchaser for his Unit, the Developer shall provide a reasonable quantum of power in the said Unit from its existing sources and the Purchaser shall pay electricity charges to the Maintenance In-charge based on the reading shown in the sub-meter provided for the said Unit at the rate at which the Maintenance In charge shall be liable to pay the same to CESC Limited.

iv) Charges for enjoying and/or availing power in the said Unit from the Maintenance In-charge from the common Generator to be installed and the same shall be payable to the Maintenance In-charge and also charges for using enjoying and/or availing any other utility or facility, if exclusively in or for the said Unit, wholly and if in common with the other Co-owners, proportionately to the Developer or the appropriate authorities as the case may be.



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v) Proportionate share of all Common Expenses (including those mentioned in the **Fourth Schedule** hereunder written) payable to the Maintenance In-charge from time to time. In particular and without prejudice to the generality of the foregoing, the Purchaser shall pay to the Maintenance In-charge. The maintenance charges per month to be fixed by and determined by the Maintenance in Charge. The said maintenance charges shall be subject to revision from time to time as be deemed fit and proper by the Maintenance In-charge at its sole and absolute discretion after taking into consideration the common services provided and the general escalation in the market rates of such services upon reasonable prior notice to the Purchaser.

vi) All penalty surcharge interest costs charges and expenses arising out of any delay default or negligence on the part of the Purchaser in payment of all or any of the aforesaid rates taxes impositions and/or outgoings proportionately or wholly as the case may be (including Delayed Payment Surcharge as charged by CESC Ltd., from its consumers for the delay in payment of its bills).

(v) to observe such other covenants as be deemed reasonable by the Developer from time to time for the common purposes.

9.1 Unless otherwise expressly mentioned elsewhere herein, all payments mentioned herein shall be made within the seventh day of the month for which the same be due in case of monthly payments and otherwise also all other payments herein mentioned shall be made within seven days of demand being made by the Maintenance In-charge. The bills and demands for the amounts payable by the Purchaser shall be deemed to have been served upon the Purchaser, in case the same is left in the said Flat/unit or in the letter box in the ground floor of the Tower earmarked for the said Flat/unit.

9.2 The Developer will take necessary initiative for formation of Association under the West Bengal Apartment Ownership Act, 1972 by the Purchasers and the other Co-owners. The Purchaser and the other Co-owners shall sign and execute all papers, documents and applications for the purpose of formation of the Association and to do all the necessary acts deeds and things and the Developer shall not in any manner be responsible and liable therefor except that in the event, the Developer shall retain any flat, he shall also become a shareholder or member of the Association, as the case may be.

9.3 Within two months of a notice in writing being given by the Developer to the Purchaser and the other co-owners, the Purchaser and the other co-owners shall form the Association or Maintenance in charge and shall take over charge of the Association/Maintenance In-charge to look after the common purposes.

9.4 The Developer shall transfer to the Maintenance in Charge / Association all their rights responsibilities and obligations with regard to the common purposes (save those expressly reserved by the Developer hereunder or so intended to be or so desired by the Developer hereafter) whereupon only the Association shall be entitled thereto and obliged therefor, it being expressly agreed and clarified that in case on the date of expiry of the notice period specified in Clause 9.3 hereinabove, the Association is not formed then all such rights responsibilities and obligations with regard to the common purposes shall be deemed as on such date to have been transferred by the Developer to all the Co-owners for the time being of the New Buildings without any further act on the part of the Developer and whereupon only the Co-owners shall be



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entitled thereto and obliged therefor. All reference to the Developer herein with regard to the common purposes shall thenceforth be deemed to be reference to the Association or the Co-owners as the case may be.

9.5 At the time of handing over the charge to the Association or to the Co-owners as the case may be the Developer shall also transfer the residue then remaining of the deposit made by the Purchaser under Clause 8 hereinabove after adjusting all amounts then remaining due and payable by the Purchaser and the amounts thus transferred shall be held by the Association or the co-owners to the Account of the Co-owners respectively for the purpose thereof and the Purchaser and the other Co-owners and the Association shall remain liable to indemnify the Developer for all liabilities due to non fulfillment of its obligations by the Purchaser and/or the other Co-owners and/or the Association and also for all liabilities claims and demands arising in course of the maintenance management upkeep and administration of the New Building by the Association and/or Co-owners (including those on account of loss of life or property due to operation and maintenance of lifts and/or other installations in the New Building).

9.6 So long the Developer is in control of the Maintenance In-charge, the Purchaser shall not hold the Maintenance In-charge liable for rendering any accounts or explanation of any expenses incurred by the Maintenance In-charge in its acts relating to the Common Purposes nor shall the Purchaser be entitled to hold the Developer responsible to furnish any accounts, vouchers, bills, documents etc. in any manner and the Purchaser as well as the Maintenance in Charge shall remain liable to indemnify and keep indemnified the Developer for all liabilities due to non-fulfillment of their respective obligations contained herein by the Purchaser and/or the Maintenance in Charge.

9.7 The notice contemplated under clause 9.3 hereinabove may be given by the Developer at its sole discretion upon transfer of all the Flat/units in the two residential buildings to the Co-owners or, earlier and each shareholder or member shall have voting rights in such Maintenance in Charge equivalent to one vote, it being clarified that in case there be more than one Purchaser of one Flat/unit even then only one of such Purchaser who is nominated amongst them shall be entitled to have voting rights appertaining to their Flat/unit.

9.8 In the event of the Purchaser failing and/or neglecting or refusing to make payment or deposits of the maintenance charges, municipal rates and taxes, Common expenses or any other amount payable by the Purchaser under these presents within a period of seven days from the date of such sum becoming due or payable and/or in observing and performing the covenants terms and conditions of the Purchaser hereunder, then without prejudice to the other remedies available against the Purchaser hereunder, the Purchaser shall be liable to pay to the Maintenance In-charge interest at the rate of 12% per mensem on all the amounts in arrears and without prejudice to the aforesaid, the Maintenance In-charge shall be entitled to :

- (i) disconnect the supply of electricity to the said Flat/unit.
- (ii) withhold and stop all other utilities and facilities (including lift, generator etc.) to the Purchaser and his family members, servants, visitors, guests, tenants, licenses and/or the said Flat/unit.

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(iii) to demand and directly realise rent and/or other amounts becoming payable to the Purchaser by any tenant or licensee or other occupant in respect of the said Flat/unit.

#### 10. HOUSE RULES:

(1) The lobbies, entrances and stairways of the New Building shall not be obstructed or used for any purpose other than ingress to and egress from the Flat.

(2) Children shall not play in the public halls, stairways or elevators and shall not be permitted in the service elevators of the New Building.

(3) No Purchaser/Occupier shall make or permit any disturbing noises in the New Building or do or permit anything to be done therein which will interfere with the rights comfort or convenience of other occupiers. No Occupier shall play upon or suffer to be played upon instrument or permit to be operated a phonograph or radio or television loud speaker in such the flat if the same shall disturb or annoy other occupants of the New Building. No Purchaser/Occupier shall give vocal or instrumental instruction at any time in order to reduce sound emanating from any flat.

(4) Each Owner shall keep such flat in a good state of preservation and cleanliness and shall not throw or permit to be thrown there from or from the doors, windows, terraces, balconies thereof any dirt or other substances.

(5) No article shall be allowed to be placed in the halls or on the staircase landings or fire exits nor shall anything be hung or shaken from the floor, windows, terraces or balconies or place upon the window sills of the New Building. No fences or partitions shall be placed or affixed to any terrace without the prior approval of the Vendor.

(6) No shades awnings, window guards, ventilators or air conditioning devises shall be used in or about the New Building excepting such as shall have been approved by the Vendors.

(7) Not to hang or put any clothes in or upon the windows balconies and other portions which may be exposed in a manner or be visible to the outsiders.

(8) Water-closets and other water apparatus in the New Building shall not be used for any purpose other than those for which they were constructed nor shall any sweepings, rubbish, rags or any other article be thrown into the same. Any damage resulting from misuse of any of the water-closets or apparatus shall be paid for by the Flat-owner in whose flat it shall have been caused.

(9) No bird or animal shall be kept or harboured in the common areas of the New Building. In no event shall dogs and other pets be permitted on elevators or in any of the common portions of the New Building unless accompanied.

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(10) Garbage and refuse from the flats shall be deposited in such place only in the New Building and at such time and in such manner as the Maintenance-In-Charge of the New Building may direct.

(11) No vehicle belonging to a Purchaser or to a member of the family or guest, sub-tenant or employee of a lessee shall be parked in the open space or on the pathway or except the space allotted to him/ her/ it or in such manner as to impede or prevent ready access to the entrance of the New Building by another vehicle.

(12) The Purchaser is not to fix any antenna, equipment or any gadget on the roof or terrace of the New Building or in any window or the exterior of the New Building excepting that the Purchaser shall be entitled to avail of the cable connection facilities provided to all.

(13) After the Purchase the Purchaser shall get his Flat mutated. In case of default by the Purchaser, the Vendors will be entitled to get the said Flat mutated and apportioned in the name of the Purchaser subject to the Purchaser's bearing and paying all costs, charges and expenses including professional fees.

(14) The access to the ultimate roof in common with others shall be permissible BUT not to use the common areas and installations including the roof of the said New Building for holding any cultural/social/functional programme or for resting of any staff etc. or for other undesirable and/or objectionable uses and purposes which may cause nuisance and annoyance or obscenity.

(15) These house rules may be added to, amended or repealed at any time by the Developer or the purchasers and other co-owners after formation of the Association.

#### 11. **DEFAULTS :**

11.1 The Purchaser shall pay interest @ 18% per annum on all sums becoming due hereunder and which the Purchaser fails to pay to the Vendor or the Developer within the period stipulated hereunder for the period during which the Purchaser remains in default. This will be without prejudice to the other rights of the Vendor and the Developer hereunder.

11.2 Having no default on the part of the Developer, in case the Purchaser commits default in making payment of the consideration mentioned herein or in observing his covenants herein within time then in such event, the Developer shall give one month's notice in writing to the Purchaser setting out the default or breach complained of and calling upon the Purchaser to remedy the default or breach complained of and if on the expiry of such notice, the Purchaser continues the default or breach, then this agreement shall at the option of the Vendor and the Developer stand terminated and rescinded and the Vendor and the Developer shall become entitled to enjoy and/or transfer the said Flat/unit to any person without in any way becoming liable to the Purchaser and upon the Vendor and the Developer having entered unto a contract for sale of the said Flat/unit with any new buyer or buyers, the Vendor and the Developer shall refund to the Purchaser the earnest money/part payment, out of the total consideration amount, paid by the Purchaser to the Vendor and the Developer respectively after deduction of a sum equivalent to 10% (Ten Percent) of the total consideration as and by way of pre-determined compensation/liquidated damages or service charges.



*Joe*

Udita Zibrewal



11.3 In case the Developer condones the default of the Purchaser then in such event, the Purchaser shall, along with such dues and/or arrears, pay interest at the rate mentioned in clause 10.1 hereinabove for the period of default on all amounts remaining unpaid and none the less in addition thereto it is expressly agreed and declared that the period stipulated in **Part-II** of the **Third Schedule** hereunder written for construction of the said Flat/unit by the Developer shall stand automatically extended by such period of default by the Purchaser.

11.4 In case the Purchaser complies with and/or is ready and willing to comply with his obligations hereunder and the Developer fails to construct the said Unit within the period stipulated in **Part-II** of the **Third Schedule** hereunder written then the Developer shall be allowed automatically an extension of six months and in case of failure on the part of the Developer to construct the said Unit even within such extended period then the Developer shall be liable to pay interest @ 6% per annum on the amount of consideration paid by the Purchaser to the Developer till then and the time for payment the balance consideration shall be accordingly extended.

## 12. FORCE MAJEURE :

The following shall be included in the reasons beyond the Developer control for giving possession of the said Flat/unit to the Purchaser :-

- (a) storm, tempest, flood, earthquake and other Acts of God or Acts of Government, Statutory Body etc.
- (b) strike, riot, mob, air raid, order of injunction or otherwise restraining development or construction at the said land by the Court of Law, Tribunal or Statutory Body, changes in laws for the time being in force resulting in stoppage of construction at the said land.

## 13. RIGHTS OF THE DEVELOPER :

Notwithstanding anything elsewhere to the contrary herein contained, it is expressly agreed and understood by and between the parties hereto as follows :

- (a) The Developer shall have the right to grant to any person the exclusive right to park car in or at the car parking spaces or otherwise use and enjoy for any other purposes, the side, front and back open spaces surrounding the two residential buildings at the said land and also the covered spaces in the ground floor of the two residential buildings (including parking spaces but not the one expressly provided for to the Purchaser under this Agreement) or the residue portion of the roof in such manner as the Developer shall in its absolute discretion think fit and proper.
- (b) The proportionate share of the Purchaser in various matters referred herein shall be such as be determined by the Developer and the Purchaser shall accept the same notwithstanding there being minor variations therein for the sake of convenience.
- (c) Save the said Flat/unit the Purchaser shall have no claim nor shall claim any right whatsoever or howsoever over and in respect of other flat/units and spaces or constructed areas or car/two wheeler parking spaces at the said land or the two residential buildings and the Vendor and the Developer



*[Handwritten Signature]*

Udita Tibrewal



shall be absolutely entitled to use, enjoy, transfer, sell and/or part with possession of the same and/or to deal with the same in any manner and to any person and on any terms and conditions as the Vendor or the Developer in its absolute discretion, shall think fit and proper and the Purchaser hereby consents to the same and agrees not to obstruct or hinder or raise any objection with regard thereto nor to claim any right of whatsoever nature over and in respect of the said areas and spaces belonging to the Vendor and the Developer exclusively. It is made clear that the Purchaser shall have no right on the roof of the two residential buildings as per present sanction, except the right of access for maintenance and repairs of common installations, and the reserved area and the Vendor and the Developer shall be absolutely free to deal with the same at its discretion. However the ultimate roof of the two residential buildings shall remain common between the co-owners.

(d) Subject to sanction being obtained from the Kolkata Municipal Corporation, the Developer shall be entitled to construct additional floor or floors on the said three buildings and/or any other additional constructions of the complex sanctioned presently. In the event, any such sanction being obtained by the Developer, the Purchaser shall not raise any objection in constructing such additional floor(s) and/or additional construction and the Purchaser hereby consents to such construction being made by the Developer. In the event, such construction being made, the Developer shall be entitled to connect common facilities and amenities of such additional floor or floors to the facilities and amenities provided in the said three buildings without any objection of any nature whatsoever by the Purchaser

(e) The Developer reserve unto themselves the exclusive right to use and/or permitted to be used any space in the roof/common areas of the New Building for the purpose of exhibiting any neon sign, signage or any other mode of advertisement.

#### 14. MISCELLANEOUS :

14.1 The Purchaser shall have no connection whatsoever with the purchasers of the other Flats/units and there shall be no privity of contract or any agreement arrangement or obligation or interest as amongst the Purchaser and the other Co-owners (either express or implied) and the Purchaser shall be responsible to the Vendor and the Developer for fulfillment of the Purchaser's obligations irrespective of whether the Vendor and the Developer can procure only a few of them and the Purchaser's obligations and the Developer's right shall in no way be affected or prejudiced thereby.

14.2 The properties and rights hereby agreed to be sold to the Purchaser are and shall be one to and shall not be partitioned or dismembered in part or parts in any manner save with the consent of the Developer in writing. It is further agreed and clarified that any transfer of the said Flat/unit by the Purchaser shall not be in any manner inconsistent herewith and the covenants herein contained shall run with the land.

14.3 If at any time hereafter there be imposition of any new or enhancement in any tax or levy or betterment fees or development charges or levies under any statute rules and regulations on the said land and/or the two residential buildings as a whole and/or the said Flat/unit or on the transfer thereof, the same shall be borne and paid by the Purchaser partly or wholly as the case



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Udita Tibrewal



may be within 7 days of a demand being made by the Developer without raising any objection thereto. The Purchaser may however take inspection of the documents in support of such charges at the office of the Developer upon prior written notice.

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

14.5 The complex shall bear the name "**SIGNUM ARISTO**" unless changed by the Developer.

14.6 All item/s not specifically included in the clauses/Schedules hereinabove are excluded.

15. **ARBITRATION** :

All disputes and differences by and between the parties hereto in any way relating to or connected with the said Flat/unit and/or this Agreement and/or anything done in pursuance hereof shall be referred for arbitration to such person as be appointed by the parties hereto and the same shall to be adjudicated in accordance with the Arbitration and Conciliation Act, 1996 as modified from time to time. The Arbitrator shall have the right to proceed summarily and to make interim awards.

16. **JURISDICTION**:

Only the Courts of Kolkata shall have the jurisdiction to entertain try and determine all actions and proceedings between the parties hereto relating to or arising out of or under this agreement or connected therewith including the arbitration as provided hereinabove.

17. **NOTICE**:

Notices under this Agreement shall be served by email or by messenger or by registered post/speed post with acknowledgment due at the above mentioned addresses of the Parties, unless the addresses are changed by prior intimation in writing. Such service shall be deemed to have been effected **(1)** on the date of delivery, if sent by email/messenger and **(2)** on the 4<sup>th</sup> day of handing over of the cover to the postal authorities, if sent by registered post/speed post, irrespective of refusal to accept service by the Parties.

**THE FIRST SCHEDULE ABOVE REFERRED TO :**  
**(SAID PROPERTY)**

**ALL THAT** the land or ground containing an area of 3 Bighas 10 Cottahs 12 Chittacks and 26 sq. ft. equivalent to 4734.96 sq. mtrs. be the same a little more or less situate lying at and being Premises No.76/1, Bidhan Sarani (formerly Cornwallis Street) in Sutanutty in the North Division of the town of Calcutta P.S Shyampukur, Sub Registry office Kolkata Ward No. 16 and butted and bounded in the manner as follows :-



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Udita Tibrewal



<b>ON THE NORTH</b>	: Portion of 76/1, Bidhan Sarani, Kolkata, partly by Burtolla Police Station and partly by Raja Rajkrishna Street
<b>ON THE EAST</b>	: Partly by Premises No.3, Raja Rajkrishna Street, and partly 36A, Sahitya Parishad Street, Kolkata
<b>ON THE SOUTH</b>	: Portion of 76/1A, Bidhan Sarani, Kolkata, partly by 36/6/1, and Partly by 36/7, Sahitya Parishad Street and partly Sahitya Parishad Street
<b>ON THE WEST</b>	: Partly by Bidhan Sarani Road, Kolkata

**OR HOWSOEVER OTHERWISE** the said messuage land hereditament and premises or any part thereof now are or in or heretofore were or situated butted bounded called known numbered described and distinguished.

**THE SECOND SCHEDULE ABOVE REFERRED TO :**

**PART I**  
**(THE FLAT/UNIT)**

**ALL THAT** the Flat/Unit bearing No. **3B** on the **3<sup>rd</sup>** Floor of Tower no **B+G+18** containing a built-up area of **1245** sq. ft. more or less at the said property described in the **First Schedule** hereinabove TOGETHER WITH the undivided proportionate variable share in the land underneath the Tower No. **B+G+18** shown and delineated in the plan annexed hereto, being Annexure "A" duly bordered thereon in "RED".

**PART-II**  
**(CAR PARKING SPACE)**

**ALL THAT** the **NIL** open/**One** covered Car/ **NIL** two wheeler Parking Space in the **basement** of the Complex.

**THE THIRD SCHEDULE ABOVE REFERRED TO :**

**PART I**

**COMMON AREAS, FACILITIES AND AMENITIES FOR RESIDENTIAL AREA**

1. The foundation, columns, shear walls, beams, support, corridors, lobbies, stairs, stairways, landings, entrances, exits, gates, passages and pathways.
2. Drains and sewers from the premises to the Municipal Duct.
3. Water sewerage and drainage connection pipes from the Flats/Units to drains and sewers common to the premises.
4. Toilets and bathrooms for use of durwans, drivers, maintenance staff of the Residential Portion.
5. The durwans & maintenance staff rest room with electrical wiring switches and points fittings and fixtures.
6. Overhead tanks, water pipes and other common plumbing installations and spaces required thereto.
7. Electrical wiring meters, common DB, electrical panels, fittings and fixtures for lighting the staircase lobby and other common areas, street, other area (excluding those as are installed for any particular Unit) and spaces required therefore.



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Udita Tibrewal



8. Windows/doors/grills and other fittings of the common area of the premises.
9. Lifts, Lift Rooms, Lift shafts and their accessories installations and spaces required therefor.
10. Intercom and the installation and the space required therefor.
11. CCTV camera and the installation and the space required therefor.
12. Fire Fighting pump, panel and its equipments and their accessories and installation and space required therefor.
13. Air Conditioned Community Hall on the first floor and the installation and space required therefor.
14. Gymnasium and the equipments installed thereat.
15. Games Room and the equipments installed thereat.

## PART - II

### COMMON PARTS AND PORTIONS FOR THE COMMERCIAL AREA

- i) The foundation, columns, shear walls, beams, support, corridors, lobbies, stairs, stairways, landings, entrances, exits, gates, passages and pathways.
- ii) Drains and sewers from the premises to the Municipal Duct.
- iii) Water sewerage and drainage connection pipes from the Units to drains and sewers common to the premises.
- iv) Overhead tanks, water pipes, and other common plumbing installations and spaces required thereto.
- v) Electrical wiring meters, common DB, electrical panels, fittings and fixtures for lighting the staircase lobby and other common areas, street, other area (excluding those as are installed for any particular Unit) and spaces required therefore.
- vi) Windows/doors/grills and other fittings of the common area of the building.
- vii) Lifts, Lift Rooms, Lift shafts and their accessories installations and spaces required therefor.
- viii) CCTV camera and the installation and the space required therefor.
- ix) Fire Fighting pump, panel and its equipments and their accessories and installation and space required therefor.



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*Udita Jibrewal*



**PART - III**  
**GENERAL COMMON ELEMENTS**  
**COMMON FOR BOTH RESIDENTIAL AREA AS WELL AS COMMERCIAL**  
**AREA**

1. Transformer, Transformer space and its installations and fixture and fittings for lightning the common area;
2. Generator and its installations and the space required therefor;
3. Pump and its installations and the space required therefor;
4. Entrances, Main Gates;
5. Path, passages, Driveways;
6. Tube Wells and its installations and the space required therefor
7. Drains, Sewers;
8. Boundary Walls;
9. Underground water reservoirs.
10. CCTV camera and the installation and the space required therefor.
11. Fire Fighting pump, panel and its equipments and their accessories and installation and space required therefor.
12. Certain areas shall be earmarked as Excluded and Reserved areas and shall not be open for common use such as (I) Part of the top roof of the residential building not meant for common use including the roof of the overhead water tanks and lift machine rooms, the parapet walls of and all constructions on the top roof, (II) the Parking spaces of the Buildings (Save and except the parking space to be allotted to intending purchasers, (IV) the elevation and the exterior of the Buildings and (V) Such other open and covered spaces which are herein expressed.

**PART IV**  
**(Period of Construction of Unit)**

The Flat/Unit described in the **Second Schedule** hereinabove written shall be constructed and completed within March' 2017 and this period shall automatically stand extended by the period of 6 months delay in course of the works done under clause 8.1a) hereinabove and/or by the period of default in terms of clause 10.2 hereinabove.

**THE FOURTH SCHEDULE ABOVE REFERRED TO :**  
**COMMON EXPENSES**

The Purchaser shall be liable to pay the proportionate share of the under mentioned common expenses incurred for upkeep and maintenance of the two residential buildings and such apportionment shall be made by the Developer in proportion to the area of the flat of the respective purchasers.

1. All costs of maintenance, operations, repairs, replacements, renewal of licences, services, white washing, painting, rebuilding, reconstructing, decorating, redecorating of all common parts and areas, its fixtures, fittings, electrical wiring and equipment in under or upon the building enjoyed or used in common by the occupiers of the building.



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Udita Tibrewal



2. The salaries and other expenses incurred for and payable to any person employed for common purposes including security, electrician, maintenance, plumber, gardeners, sweepers etc.
3. Payment of insurance premium for insuring the said building and every part thereof against earthquake, damages, fire, lighting, mob violence, civil commotion etc and also payment of renewal premium from time to time.
4. Expenses for supplies of common utilities including electricity, water etc. payable to the concerned authorities and/or organization and also payment of all charges incidental thereto for utilization of such services for common parts portions and areas of the buildings/Complex and also the charges incurred due to loss of electricity while in transmission to the Developer.
5. Municipal rates and taxes for common part portions and areas and also for the said Flat until it is separately assessed and wholly upon the Flat being separately assessed.
6. All operational and maintenance costs for maintaining the various plants and equipments like lifts, generator water pump, tube-well, transformer.

All such other expenses and outgoings as are deemed by the Developer and/or the Association to be necessary for or incidental to for replacement renovation painting or repairing of common parts and portions in particular and also for upkeep of the building in general and also for rendition of the utility services.

**THE FIFTH SCHEDULE ABOVE REFERRED TO :**  
**SPECIFICATIONS**

**BUILDING:** Designed on a RCC Frame structure with brick wall construction with suitable foundation depending on soil conditions.

**EXTERIOR ELEVATION:** To be designed by the architect, finished with suitable exterior paint finish.

**INTERIOR WALLS:** Brick walls finished with cement plaster and plaster of paris.

**FLOORING:** Vitrified tiles in bedrooms and living room areas. Wooden Finishing flooring in the Master Bedroom.

**KITCHEN:** Anti skid ceramic tiles flooring with granite top, one stainless steel sink and ceramic tiles wall cladding up to 2 feet over the granite top.

**BATHROOM:** Ceramic tiles flooring with wall dado of ceramic tiles up to Door height from the floor with good quality CP fittings and white sanitary ware.

**WINDOWS:** Anodized Aluminium windows with glass panes.

**DOORS:** Entrance Door Polished from outside and painted from inside, while internal doors as painted flush doors.

**ELECTRICALS:** Concealed electrical wiring, ISI mark, with Modular type ISI switches. Adequate number of light, fan points.

**LIFTS:** Two lifts of adequate speed of reputed make.



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Udita Tibrewal





**GENERATOR:** A suitable standby diesel generator back up shall be provided as standby for all Lifts, building common area lighting and water pump.

**THE SIXTH SCHEDULE ABOVE REFERRED TO:**

**(CONSIDERATION)**

**PART - I**

The total consideration payable hereunder by the Purchaser for transfer of the Unit and parking space shall be Rs. **1,21,00,000/-** [Rupees One Crore Twenty One Lacs] only and the same shall be paid in two parts and in installments as mentioned in Part-II of this Schedule hereunder written.

**PART - II**

**(INSTALLMENTS)**

1. An amount of **Rs.60,50,000/-** (Rupees Sixty Lacs Fifty Thousand only) shall be paid by the Purchaser to the Vendor (**LOKA PROPERTIES PVT. LTD.**) in installments as follows:-

On Application	Rs. 2,50,000/- + S.T
On Allotment	Rs. 3,55,000/- + S.T
On Agreement	Rs. 6,05,000/- + S.T
On Completion of ground floor casting	Rs. 6,05,000/- + S.T
On Completion of 3 <sup>rd</sup> Floor Roof Casting	Rs. 6,05,000/- + S.T
On Completion of 7 <sup>th</sup> Floor Roof Casting	Rs. 6,05,000/- + S.T
On Completion of 11 <sup>th</sup> Floor Roof Casting	Rs. 6,05,000/- + S.T
On Completion of 15 <sup>th</sup> Floor Roof Casting	Rs. 6,05,000/- + S.T
On Completion of 18 <sup>th</sup> Floor Roof Casting	Rs. 6,05,000/- + S.T
On Completion of Brickworks of the said Flat/unit	Rs. 6,05,000/- + S.T
On Completion of Flooring of the said Flat/Unit	Rs. 3,02,500/- + S.T
On Possession	Rs. 3,02,500/- + S.T



*[Handwritten Signature]*

Udita Tibrewal



2. An amount of **Rs. 60,50,000/-** (Rupees Sixty Lacs Fifty Thousand only) shall be paid by the Purchaser to the Developer (**PATCORP CONSTRUCTION PVT. LTD.**) in installments as follows:-

On Application	Rs. 2,50,000/- + S.T
On Allotment	Rs. 3,55,000/- + S.T
On Agreement	Rs. 6,05,000/- + S.T + Rs. 15500/- (50% of the Documentation Charges) +S.T as applicable
On Completion of ground floor casting	Rs. 6,05,000/- + S.T
On Completion of 3 <sup>rd</sup> Floor Roof Casting	Rs. 6,05,000/- + S.T
On Completion of 7 <sup>th</sup> Floor Roof Casting	Rs. 6,05,000/- + S.T
On Completion of 11 <sup>th</sup> Floor Roof Casting	Rs. 6,05,000/- + S.T
On Completion of 15 <sup>th</sup> Floor Roof Casting	Rs. 6,05,000/- + S.T
On Completion of 18 <sup>th</sup> Floor Roof Casting	Rs. 6,05,000/- + S.T
On Completion of Brickworks of the said Flat/unit	Rs. 6,05,000/- + S.T
On Completion of Flooring of the said Flat/Unit	Rs. 3,02,500/- + S.T
On Possession	Rs. 3,02,500/- + S.T + Rs. 15500/- (balance amount of Documentation Charges) + S.T. as applicable + Maintenance Deposits + Rates & Taxes + Sinking Fund + Electricity Meter (in actual) + S.T. as applicable

Udita Tibrewal



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

**SIGNED SEALED AND DELIVERED**

by the **VENDOR** at Kolkata in the presence of: -

**LOKA PROPERTIES PVT. LTD**  
*Rakesh K. Ghosh*  
**Director**

**SIGNED SEALED AND DELIVERED**

by the **DEVELOPER** at Kolkata in the presence of:

For Patcorp Construction Pvt. Ltd.

*Sanya V. Patodi*  
**Director**

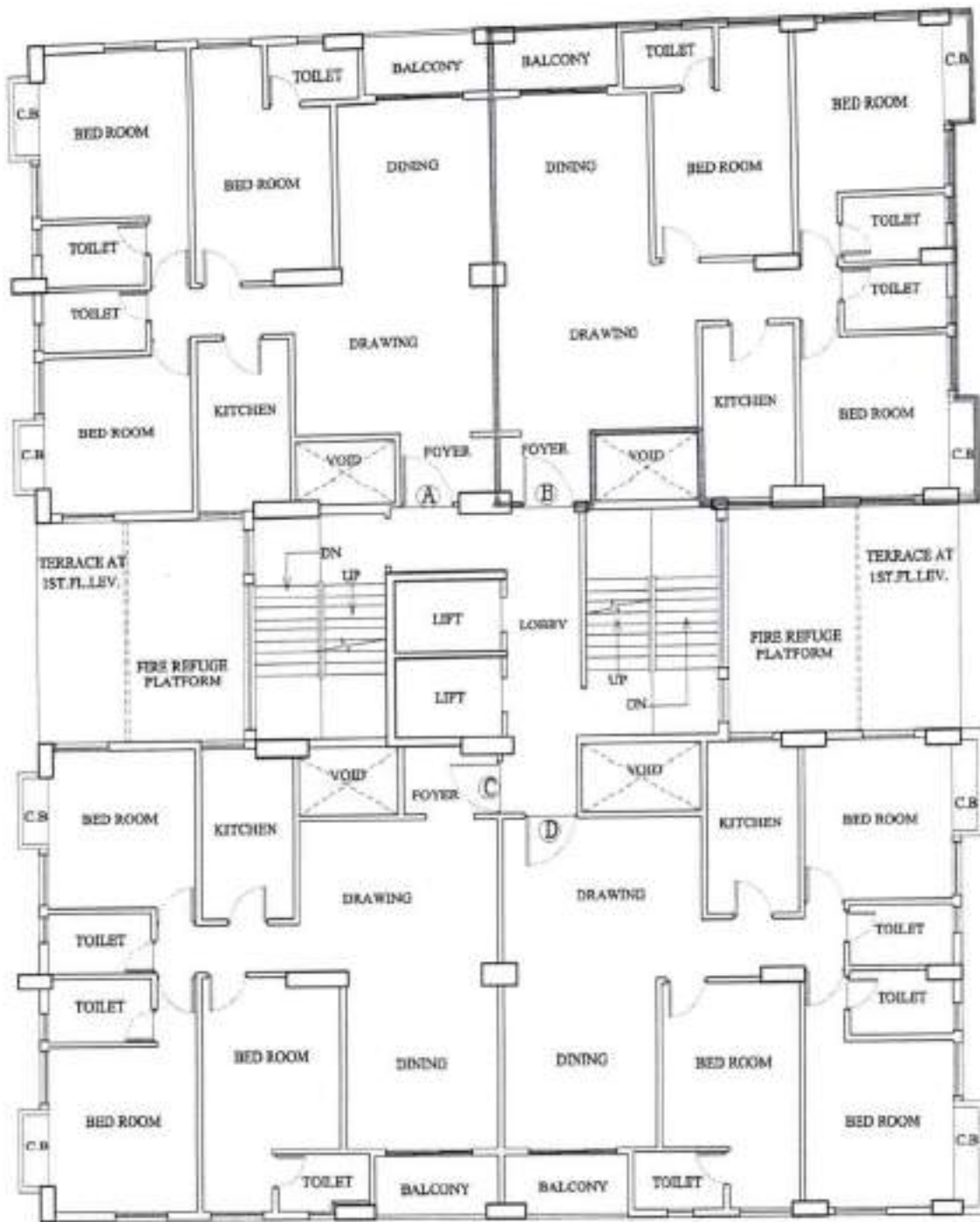
**SIGNED SEALED AND DELIVERED**

by the **PURCHASER** at Kolkata in the presence of:

*Udita Tibrewal*

*(Poonam Chandra Tibrewal)*

**SIGNUM ARISTO  
 AGREEMENT FOR SALE  
 (FLAT NO.: 3B)  
 (BLOCK - B+G+ 18)**



PROJECT AT:-

76/1B, BIDHAN SARANI, KOLKATA-700 006

TYPICAL FLOOR PLAN



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Udita Tibrewal.



=====  
DATED THIS 21<sup>ST</sup> DAY OF January 2015  
=====

B E T W E E N

LOKA PROPERTIES PRIVATE LTD  
... VENDOR

PATCORP CONSTRUCTIONS PRIVATE LTD  
... DEVELOPER

AND

MRS. UDITA TIBREWAL & ANR.  
..... PURCHASERS

AGREEMENT FOR SALE  
(FLAT NO.: 3B)

VICTOR MOSES & CO.  
SOLICITORS & ADVOCATES,  
6, OLD POST OFFICE STREET,  
KOLKATA-700 001