

AGREEMENT FOR SALE

1. THIS AGREEMENT FOR SALE is made on this the ____ day of _____, _____(**Two Thousand and _____**).

2. Place: KOLKATA.

BETWEEN

3. PARTIES: Collectively the following, which will include their respective legal heirs, administrators, assigns and successors-in-interest:

3.1. OWNERS/VENDORS:

3.1.1. SMT BIMLA DEVI AGARWAL wife of Arjun Das Agarwal, aged about 75 years, residing at 19B Ritchie Road, P.S. Ballygunge, P.O. Ballygunge, Kolkata -700019, having PAN **ACSPA8895P**,

3.1.2. SMT BELA DEVI AGARWAL wife of Shiv Kumar Agarwal, aged about 69 years, residing at 19B Ritchie Road, P.S. Ballygunge, P.O. Ballygunge, Kolkata - 700 019, having PAN **ACSPA8896Q**,

3.1.3. SMT SULOCHANA DEVI AGARWAL wife of Kamal Kumar Agarwal, aged about 60 years, residing at 19B, Ritchie Road, P.S. Ballygunge, P.O. Ballygunge, Kolkata -700 019, having PAN **ACXPA6074F**,

All are being represented through their Constituted Attorneys, namely, **SHRI HARSH AGARWAL**, son of Shri Shiv Kumar Agarwal, at present residing at 19B, Ritche Road, P.S. Ballygunge, P.O. Ballygunge, Kolkata 700019, **SHRI ABHISHEK AGARWAL**, son of Shri Kamal Kumar Agarwal, at present residing at 47, Hindustan Park, P.S. Gariahat, P.O. Gariahat, Kolkata 700029, and **SHRI VIVEK AGARWAL**, son of Shri Anil Kumar Agarwal, at present residing 19B Ritchie Road, P.S. Ballygunge, P.O. Ballygunge, Kolkata -700 019, by virtue of General Power of Attorney 02-05-2013, registered in the office of Additional Registrar of Assurances-II, vide Book No. IV, CD Volume No. 5, Pages 3445 to 3463, being Deed No. 03033 for the year 2013.

AND

3.2. PURCHASER: _____ wife of _____, by faith _____, by occupation: _____, aged about ____ years, residing at _____, Police Station-_____, _____ having PAN _____, of the **SECOND PART**.

AND

3.3. DEVELOPERS: M/s. SHREE KRISHNA CONSTRUCTION a registered partnership Firm having its office at 78, Bentinck Street, 5th Floor, P.S. Bowbazar, P.O. Bowbazar, Kolkata - 700001 and having its PAN **AASFS6279D** of the **THIRD PART** being represented by one of its Partners and authorized representative SRI DIPAK YADUKA Son of Sri Basudeo Prasad Yaduka having its office at 78, Bentinck Street, P.S. Bowbazar, 5th Floor, Kolkata - 700 001.

OWNER, PURCHASER, CONFIRMING PARTY/DEVELOPER collectively Parties and individually Party.

4. In this Agreement the Rules of Interpretation:

- 4.1. Number and Gender:** Words denoting the singular number include, where the context permits and requires, the plural number and vice-versa. Words denoting any gender include the other genders.
- 4.2. Headings:** The headings in this Agreement are inserted for convenience only and shall be ignored in construing the provisions of this Agreement.

- 4.3. Schedules and Plans:** Schedules and Plans appended to this Agreement form a part of this Agreement and shall always be taken into consideration for interpreting the complete understanding between the Parties. Any reference to a clause or schedule is a reference to a clause or schedule to this Agreement.
- 4.4. Definitions:** In this Agreement, words have been defined by putting them within brackets and printing them in bold. Where a word or phrase is defined, other parts of speech or grammatical forms of that word or phrase shall have corresponding meaning.
- 4.5. Documents:** A reference to a document includes an amendment or supplement or replacement or novation of that document.
- 4.6. Successors:** A reference to a Party includes that Party's successors and permitted assigns.
- 4.7. Statutes:** Any reference to a statute, statutory provision or subordinate legislation shall include its amendment, modification, consolidation, re-enactment or replacement as enforced from time to time, whether before or after the date of this Agreement.
- 4.8. Reference To This Agreement:** Anyreference to any terms and conditions governing contractual relations between parties till execution and registration of deed of conveyance, shall be construed as a reference to this Agreement or such Agreement, deed or other instrument or document as the same may from time to time be amended, varied, supplemented or novated.

NOW THIS AGREEMENT WITNESSES, RECORDS, GOVERNS AND BINDS THE RELATIONSHIP BETWEEN THE PARTIES AS FOLLOWS:

- 5. Agreement:** Upon the Purchasers paying the "**Total Price/Consideration**" mentioned in **Part-I** of **7th Schedule** and the "**Extras & Deposits**" mentioned in **Part-I** and **Part-II** of **6th Schedule** to the Confirming Party, as also performing and complying with the obligations hereafter mentioned, the Vendor at the instance of the developer shall sell to the Purchasers and the Purchasers shall buy the Composite Unit described in **Part-II** of **2nd Schedule** :
- 5.1. Said Composite Unit:** **ALL THAT** Office Space being the Unit No." _____", having Super Built Up Area approximately _____ sq. ft (Built-up Area approximately _____ sq. ft) located on the _____ floor (morefully described in **Part-I** of the **2nd Schedule** below and hereinafter to be referred as the "**Said Unit**"), of the proposed building named Shree Krishna Square (**Said Building**), at Municipal Premises No. 2A, Grant Lane, Kolkata-700012 Police Station- Bowbazar, Post Office -Bowbazar more fully described in **Part-I** of the **1st Schedule** below (hereinafter referred to as the **Said Premises**).
- 5.2. Land Share:** Undivided, impartible, proportionate and non-transferable variable share in underneath land over which said building is constructed and is attributable to the Unit (hereinafter referred to as the **Land Share**).

- 5.3. Share In The Common Portions:** Undivided, impartible, proportionate and variable share and/or interest in the common areas, amenities and facilities attributable to the Said Unit, the said common areas, amenities and facilities being described in the **Part – I of 3rd Schedule** below and being the exclusive common area, amenities and facilities for this premises only (collectively **Common Portions**).
- 5.4. Said Complex:** The proposed Commercial/Semi Commercial Building to be built up at the said Premises along with such other adjacent premises the Developer may acquire and/or possess for the purpose of development will collectively be called said Complex. The Developer shall have the right to rename the said complex.
- 5.5. Adjacent Premises:** All that the land being Municipal Premises No. 78, Bentinck Street, P. S. Bowbazar, Kolkata – 700001, containing an area of land measuring about 18 Cottahs 5 Chittacks 20 Square Feet Approx which has also been developed by the Developer herein together with any other premises developed by the developer and having some common periphery wall (hereinafter shall referred to “adjacent premises”).

6. Background:

- 6.1. Ownership and Title:** The Owners have represented to the Purchasers that by virtue of the events and in the circumstances mentioned in **Part-II** of the **1st Schedule** below (**Devolution of Title**), the Owners acquired absolute ownership right, title and interest in the said premises. The owners had also entered into a Joint Venture Agreement with the Developer for development and construction work at the said premises.
- 6.2. Sanctioned Plan:** With the intention of developing and commercially exploiting the said premises by constructing Said Building and other constructions thereon and selling Composite Units, the Developer has got a building plan sanctioned by the Kolkata Municipal Corporation (**KMC**) vide Building Permit No. 2011060061, dated- 13.12.2011 and further revised by KMC vide D-Sketch Plan Case No.6-D/VI/ for the year 2017-2018 and sanctioned as per order by Dy. Ch. Eng(N) (Building) dated 14/07/2017 (**Sanctioned Plan**, which includes all sanctioned/ permissible modifications made thereto, if any, from time to time).
- 6.3. Agreement to Record:** Pursuant to the aforesaid application made by the Purchaser, this Agreement is being entered into between the Parties for recording the conclusive and comprehensive terms and conditions (superseding all previous documents, agreements, and understandings) for sale of the Said composite unit by the Developer to the Purchaser.

7. Commencements and Validity:

- 7.1. Date of Commencement:** This Agreement has commenced and shall be deemed to have commenced on and with effect from the date mentioned at the beginning of this Agreement.

7.2. **Validity:** This Agreement shall remain in force till execution of deed of conveyance in respect to Said Unit in favour of Purchasers.

8. Payment of Total Price/Consideration, Extras & Deposits:

- 8.1. **Total Price/Consideration:** The consideration for sale of Said composite Unit is the amount mentioned in **Part-I** of the **7th Schedule** below, which the Parties confirm and accept.
- 8.2. **Extras:** In addition to the consideration amount, the Purchasers shall also pay the charges for providing any additional work in or relating to the said Unit and for providing additional facility or utility in or around the said Unit in excess of those mentioned herein or otherwise agreed to by the Developer, as and when demanded by the Developer and payment of such amount shall be made at or before taking over possession of the said Unit. In addition to the consideration amount as also charges for any additional or extra work done, the Buyer shall also pay to the Developer the amount towards the costs of any extra work or provisions which shall be made in the Common Parts and Common Areas in the said premises. Such amount shall be charged and collected by the developer as morefully mentioned in **Part-I** of **6th Schedule** below.
- 8.3. **Deposits:** Apart from the Extras there are certain amount of interest free deposits collected by the developer which shall be paid by the Purchasers directly to the maintenance company/Developer managing the common affairs of the said premises in the manner as mentioned in **Part-II** of **6th Schedule** which shall be the Purchaser's money lying with the Developer/Maintenance Company.
- 8.4. **Payment of Total Price, Extras & Deposits:** The Total Price shall be paid by the Purchasers in the manner mentioned in **Part-II** of the **7th Schedule** below and Extras & Deposits shall be paid by the Purchasers in the manner as mentioned in **Part-I** and **Part-II** of **6th Schedule**. The Purchasers agrees and covenants not to claim any right or possession over and in respect of the said composite Unit till such time the Purchasers has paid in entirety the Total Price and the Extras & Deposits (**Total Amount Payable**) in the manner as stipulated in the abovementioned Schedules.
- 8.5. **No Notice for Payment:** The Purchasers covenants that the Purchasers shall, unconditionally, without demur and without raising any dispute, regularly and punctually make payments of the Total Amount Payable and this Agreement is and shall be deemed to be sufficient notice to the Purchasers about the obligation to make payment, failing which the Purchasers shall be deemed to be in default and the consequences mentioned in Clause 13.1 shall follow. Timely payment of the Total Amount Payable is the essence of this agreement.
- 8.6. **Default in payment of Installments:** In the event, the Purchasers fails, neglects and/or refuses to pay the balance of the Price or commits breach of any of the other terms or conditions hereof, the Developer will be entitled to terminate this Agreement whereupon the Earnest Money will stand forfeited to the Developer

and thereafter the Purchasers shall not have any lien, charge and/or claim of whatsoever nature or kind over or in respect of the Composite Unit.

- 8.7. Rates & Taxes:** The Purchasers shall pay all rates, taxes and fees including without limitation Service Tax and VAT that are now payable or henceforth become payable under any existing statute or any new statute that may hereafter be enacted on all or any of the Price, Extras or Deposits. Currently developers are charging Service Tax upon the Total Price /Consideration. Any Tax other than Service Tax, if applicable, shall be payable extra by the Purchasers.
- 8.8. Basis of Payment:** The Total Amount Payable shall be payable by the Purchasers to the Developer on super built up area of the Said Unit and the built up area of the Said Unit will be 35% (Thirty Five percent) less than the super built-up area.
- 8.9. Mode of Payment:** The Purchasers shall make all payments within the stipulated time as mentioned in **6th Schedule** or **7th Schedule**, either in cash or through A/c payee cheque(s)/demand draft(s)/RTGS in favour of the SHREE KRISHNA CONSTRUCTION.
- 9. Conditions Precedent:** The Parties have accepted and agreed that the following are and shall be the conditions precedent to this Agreement:
- 9.1. Financial and Other Capacity of Purchasers:** the Purchasers represents to have the financial and other resources to meet and comply with all financial and other obligations under this Agreement, punctually.
- 9.2. Satisfaction of Purchasers:** Purchasers have inspected and examined the title documents of the owners in respect to the said premises and the Sanctioned Plans and the scheme of development of the Developer and is acquainted & satisfied with the ownership title of the Owner and the right of the Developer to develop the said premises and also satisfied with the development scheme of the Developer.
- 9.3. Measurement:** The mutual agreement and acceptance by and between the Parties that on completion of construction and at the time of handing over the Possession of the said Unit if the measurement of chargeable area of the Said Unit increases/decreases from that mentioned in this Agreement, the Purchasers shall pay for increased area and the Developer shall adjust in case of lesser area against the other amounts / deposits to be paid by the Purchasers and if all accounts of the Purchasers is clear and there is no outstanding then in such event the excess amount shall be refunded to the Purchasers without any interest. The Architect of the project as appointed by Developer shall exclusively and solely be entitled to examine, ascertain, calculate, verify and certify the built up, super built up and chargeable areas and his certificate in that regard shall be conclusive, final and binding on all concerned. The Total Price/consideration as mentioned in **Part-I of 7th Schedule** shall increase/decrease proportionately on the basis of such final measurement.
- 9.4. Parking Space Allotment:** Acceptance by the Purchasers that the Parking Space, if any, shall be allotted to the Purchasers in the independent / dependent

Mechanical Parking Systems only and the system in which the Purchasers shall park his/her/their car collectively with other parking right holders shall be made known to him/her/them upon completion of construction of the Common Portions and upon complete successful installation of the Mechanical Parking systems.

The parties hereto agrees that the Developer at its sole discretion without any interference by the Purchasers may allot all available open and covered spaces for parking to anyone including but not limited to the Unit holder of the said Complex but also the outsiders.

The Developer shall install Mechanical Car Parking Systems in the spaces available for parking and allot these for parking on sharing basis. The Developer shall provide the maintenance (excluding electrical expenses) of the Mechanical Car Parking for 1 year (to be calculated from the date of installation) at free of cost and thereafter, all the cost for maintaining the Mechanical Car Parking System shall be borne proportionately by the Co-Owners having spaces in the Mechanical Car Parking System. Similarly the electrical cost of the same shall be borne proportionately by the Co-Owners having spaces in the Mechanical Car Parking System. After handing over the system to the Maintenance Company for the purpose of maintenance the maintenance company shall maintain the same and the Developer shall cease to have any responsibility of any nature whatsoever. However, the Developer shall install the parking systems of WOHR Parking Systems, a German based company or of any other equivalent reputed brand.

The Purchasers or any of his invitees or visitors shall not park car or two wheelers in any part of the open space unless otherwise expressly permitted by the Developer in writing or unless as permitted under this agreement.

9.5. The Developer's Reserved Right: The Developer shall have the right to:

9.5.1. Rearrangement: Rearrange the Common Portions for better planning of the Complex including without limitation for installation of equipments like Generators, Transformer or any other essential machinery. The Purchasers hereby consents to such rearrangement and further consents that developer can make necessary changes in the building plan in order to give effect to such rearrangement.

9.5.2. Developer's/Vendor's Exclusive Portion: The Developer shall Retain the areas specified in **Part-II of 3rd Schedule** for its exclusive use and enjoyment with the exclusive right to **transfer or allot** any of it including for the purpose of Restaurant, Cafeteria or other form of eating Place at the roof top etc and have the exclusive right to install hoardings, signboards, communication buildings, VSAT, Dish or other antennas for mobile phones or any other communication or satellite system thereat as also grant or assign such rights to third parties. Be it mentioned that the maintenance company/facility manager will have the access to the roof of the said building for the purpose of the maintenance and no other purposes.

9.5.3. Added Floors: The Developer shall be entitled to construct additional floors on building to be constructed over the said premises subject to Sanction from KMC for which the Purchasers gives his express consent and the Purchasers shall not be entitled to any compensation or damages on the ground of any temporary inconvenience that may be caused to it.

9.5.4. Encumber: The Developer shall be entitled to Encumber and/or mortgage the Said Premises, the Added Areas, if any, and/or any part thereof or any part or portion of the constructions to be made thereat for obtaining finances for the Project but shall remove such encumbrance, so far as the Composite Unit is concerned, at or before the completion of its sale.

9.5.5. Acquire: Acquire Added Areas being plots of land adjacent to the Premises in which event:

9.5.5.1. Addition: The Added Areas will become part of the Complex envisaged in this Agreement.

9.5.5.2. Construction: Construct such other number of buildings (hereafter the "Added Buildings") in the Added Areas as may be permitted by the KMC.

9.5.6. Further Constructions: In the event the Developer constructs the Added Floors and/or the Added building:

9.5.6.1. Usage of Common Portions: The Common Portions will also be used and enjoyed by the owners and/or occupiers of the Added Floors or Added Buildings, as the case may be, to which Purchasers give consent and therefore Purchasers agrees to not raise any objection of any kind for such user of common portion by the Purchasers and/or occupiers of the added floors or added buildings.

9.5.6.2. Existing Facilities & Amenities: The Developer shall be entitled to provide and/or extend all facilities and/or utilities existing in the Said Premises and/or the Complex to the intending purchasers of Apartments in the Added Buildings and/or the Added Floors including sharing and/or extending the facilities relating to drainage, sewerage, transformer (if any), generator (if any), driveways, use of Passages and such other facilities and/or amenities and/or utilities which are to be provided in the Said Premises.

9.5.6.3. Allow: The Purchasers shall be deemed to have hereby given its consent for the further constructions and therefore shall be barred from causing any obstruction or hindrance thereto including without limitation causing any obstruction or hindrance to the movement of the men and materials for the Added Construction.

9.5.6.4. Common Maintenance: In case of development of the adjacent areas by the Developer herein, there shall not be any separate

maintenance company to maintain the entire complex (which also includes the adjacent areas) and the Unit Holders of the adjacent areas shall also be eligible to become the member of the Maintenance Company of the existing complex.

- 9.5.7. Rights Confined to Said Unit:** The Purchasers agrees that the right, title and interest of the Purchasers is confined only to the Said unit and the Developer and/or owners are entitled to deal with and dispose off all other portions of the Said Building including but not limited to the Common Portions in the Said Premises to third parties at the sole discretion of the Developer, to which the Purchasers express their irrevocable consent and under no circumstances, shall be entitled to raise any objection and withdraw their consent.
- 9.5.8. Transformer & Generator:** The Developer have represented to the Purchasers that the electrical line to the said Composite unit shall be made available from the Transformer. It is also made clear that the Generator Backup of the load as agreed under this agreement shall be provided to the said unit from the Generator installed at the premises no. 78, Bentinck Street, Kolkata – 700001 and in consideration for such generator backup the maintenance amount as finalized with the Maintenance Company of 78, Bentinck Street, Kolkata-700001 shall have to be paid proportionately by the Purchasers herein. The Purchasers shall not claim proportionate share in the transformers or Generators as the common area or portions.
- 9.5.9. Maintenance Company for maintenance:** There shall be a Maintenance Company to be formed for the purpose of maintenance of the said premises and all the Purchasers of the different Units in said premises shall be the member of the said maintenance company. The said maintenance company shall be responsible for the maintenance of the said premises or added premises, as the case may be, and its common areas only. However, the existing Maintenance Company maintaining the existing adjacent premises no. 78, Bentinck street, Kolkata – 700001 may also be given the responsibility of Maintaining the common areas of the said premises to which the Purchasers have express consent.
- 9.5.10. Common Portions Subject to Change:** The Purchasers hereby expressly consent that the Common Portions are described in the **Part – I of 3rd Schedule** below, could be altered/modified/rearranged for better planning of the Project at the sole discretion of the Developer including but not limited to rearrangement of the Car Parking and the Purchasers shall not have any claim, financial or otherwise, against the Developer for such modification or improvisation.
- 9.5.11. Architect:** Architect shall be such person as may be appointed by the Developer form time to time. The said building will be constructed according to the detailed designing of the Architect as per Specifications mentioned in **5th Schedule**. The Developer shall have the right to change the Architect at its sole discretion.

9.5.12. Alteration of Plan: The Developer shall be entitled to alter and/or modify the Proposed Plan including the structural design, subject to the approval by the KMC for which the Purchasers for all purposes will be deemed to have hereby granted its consent to the Developer. With the execution of this Agreement, the Purchasers will be deemed to have hereby appointed the Developer as its agent for performing all deeds, acts, matters and/or things in the office of the KMC and other authorities relating to any matters including construction of said building or any subsequent buildings in the event of the Added Areas being acquired and receiving all notices from the office of the KMC or other authorities in respect to matters concerning sanctioning of plan and/or its alteration and/or in respect to any other matter whatsoever. For this purpose, any notice given to the Developer shall be deemed to be sufficient notice to the Purchaser.

10. Purchaser's Undertaking :

Purchasers hereby undertakes and agrees to comply all the terms and conditions of this agreement and notwithstanding anything contrary contained in this Agreement, the Purchasers agrees for not making any objection and shall under no circumstances have any objection to the following acts at the instance of Developer and/or Owner:

- i. modifying the Sanctioned Plan, if necessary,
- ii. constructing additional floors in the Said Building subject to the approval of the structural engineer appointed by Developer,
- iii. selling the additional floors and/or using them in the manner the Developer and/or owner desires,
- iv. if further lands adjacent to the Said Premises acquired (by way of purchase or joint venture) and added with the said Complex by demolishing the common boundary wall.
- v. sharing of common utilities or facilities with the adjacent premises,
- vi. for all purpose to use the entrance leading from the adjacent premises for entry and exist and not to use the entrance of the said Premises in any manner whatsoever save and except for any specific purpose and /or any emergency after taking necessary permission from the Developer and/or Association as and when formed having common maintenance with the adjacent premises, and Parking of outsiders' car in the complex.
- vii. Affix sign boards, and/or other things of similar article for making advertisement in the common portions or outside walls of the said building/ said complex.
- viii. Allowing the maintenance company of the said complex to look after the maintenance of newly added adjacent complex and/or premises.

The Purchasers further undertakes that in consideration of the Developer agreeing to sell the Said composite Unit to the Purchaser, the Purchasers has accepted and or shall

be deemed to have accepted all the above conditions, apart from the monetary consideration to be paid by the Purchasers in the agreed manner.

11. Construction, Completion of Sale and Maintenance:

11.1. Construction by Developer: The Developer shall construct, complete and finish the said composite Unit in accordance with the Sanctioned Plan including such modified/alter Plan(s) or as may be recommended by the Architect, in terms of the Specifications described in the **5th Schedule** below.

11.2. Quality, Workmanship and Acceptance of Variations etc.: The decision of the Architect of the Developer regarding quality and workmanship shall be final and binding on the Parties. The Purchasers hereby consents to the variations, modifications or alterations as may be recommended by the Architect of the Developer.

11.3. No Hindrance: The Purchasers shall not do any act, deed or thing whereby any addition and/or alteration and/or demolition and/or construction work at the instance of the developer at the Said Complex is obstructed or hindered or impeded.

11.4. Basic Duty of Purchaser: The Purchasers shall make all payments and perform all obligations as stipulated in this Agreement and the Purchasers shall not in any way commit breach of the terms and conditions herein contained.

11.5. Completion Time: Subject to Force Majeure and timely payment of the Installments and the deposits by the Purchaser, the Developer is expected to construct and make the Unit tenantable within 24 months (**Completion Date**) from completion of the foundation work, and such completion of the foundation work shall be certified by the Architect as nominated by the Developer and decision of such architect in this regard shall be final and binding upon all parties **provided however** the Completion Date may be extended by a period of 6 (six) months (**Extended Period**) at the option of the Developer. The Developer shall neither incur any liability nor be held liable for claim of any amount by the Purchaser, if the Developer is unable to deliver possession of the Said Unit within the Completion Date and/or the Extended Period due to Circumstances of Force Majeure (defined in Clause 16 below) or for or on account of (1) delay on the part of the Purchasers in making any payment and (2) any other reasonable cause (for what is a reasonable cause, the decision of the Architect shall be final and conclusive).

11.6. Possession of Said Unit and Parking Space (if any): Upon construction, finishing and making the Said Unit habitable and the Parking Space, if any, usable, the Developer shall hand over possession of the same to the Purchaser. With regard to possession, it is clarified as follows:

11.6.1. All Payments before Possession: Before receiving possession of the Said Composite Unit, the Purchasers shall pay to the Developer Total Amounts Payable and the Purchasers shall not claim possession of the Said Composite Unit till the Total Amount Payable are paid in full.

- 11.6.2. Possession Notice and Date of Possession:** Immediately after constructing, finishing and making the Said Unit habitable and the Parking Space, if any, usable, the Developer shall serve a notice on the Purchasers (**Possession Notice**) calling upon the Purchasers to make full payment and to take possession. Irrespective of whether the Purchasers takes physical possession of the said Unit within 15 (fifteen) days from the date of the Possession Notice and/or as stipulated in the Possession Notice, the Purchasers shall, for all purposes, be deemed to have taken possession of the said Unit and the Parking Space, if any, on the 15th day of the date of the Possession Notice and/or the date stipulated in the Possession Notice (date of actual or deemed possession, **Date of Possession**) and therefore the Purchasers be liable and/or obliged to comply with, perform and discharge all such obligations and pay all rates, taxes and/or outgoings, irrespective of the payments terms as agreed herein in respect thereof from that date.
- 11.6.3. Meaning of Completion:** It shall not be obligatory for the Developer to complete the Common Portions and Car Parking in all respects before giving the Possession Notice to the Purchasers and the Said Unit shall be deemed to have been completed in all respect if the same is made fit for habitation as per the Specifications, the decision of the Architect in this regard being final and binding.
- 11.6.4. Complete Satisfaction on Possession:** The Purchasers shall before taking possession from the Developer should satisfy himself / herself / itself about all the aspects of the said composite unit, including quality of construction and measurement of the said unit and that of the common areas. From the date of actual Possession or deemed possession, whichever is earlier, the Purchasers shall be deemed to be completely satisfied with all aspects of the Said composite Unit, including the construction and measurement of the Said Unit.
- 11.6.5. Commencement of Outgoings:** From the Date of actual Possession or deemed possession, whichever is earlier, all outgoings in respect of the Said composite Unit, including Municipal tax, surcharge, land revenue, levies, cess etc. (collectively **Rates & Taxes**) as be decided by the Developer shall become payable by the Purchasers.
- 11.7. Developer's and Vendors' Obligations & Covenants:** Subject to the Purchasers making payment of the Total Amount Payable in the manner stipulated in this Agreement, the Developer and the owner hereby agrees:
- 11.7.1. Construction of Said Unit:** To construct, finish and make the Said Unit habitable and the Parking Space, if any, usable and transfer the Said composite Unit to the Purchaser.
- 11.7.2. Construction According to Specifications:** To construct, finish and make the Said Unit habitable and the Parking Space, if any, usable, in

accordance with the Sanctioned Plan and Specifications, but subject to reasonable variations, if required, as per the decision of the Architect as nominated and/or appointed by the Developer.

11.7.3. Completion of Sale/Transfer: The sale of the Said composite Unit shall be completed by execution and registration of conveyance in favour of the Purchasers provided the Purchasers tenders in time all amounts required for the same as mentioned in this agreement.

11.7.4. Documentation for Loan: On request, the Developer shall give inspection to the Purchasers all available title documents in respect to the said complex.

12. Purchaser's Covenants and Obligations:

12.1. Purchaser's Covenants: The Purchasers covenants with the Developer [In and admits and accepts that:

12.1.1. Purchasers Aware of and Satisfied with Common Portions and Specifications: The Purchasers, upon full satisfaction and with complete knowledge of the Common Portions of the said Premises and the said Complex, Specifications and all other ancillary matters, is entering into this Agreement with free consent. The Purchasers has examined and is acquainted with the Said Complex to the extent already constructed and has agreed that the Purchasers shall neither have nor shall claim any right over any portion of the Said Complex and the Said Premises save and except the Said composite Unit.

12.1.2. Purchasers to Mutate and Pay Rates & Taxes: The Purchasers shall (1) pay the Rates & Taxes to the Developer and/or KMC (proportionately for the Said Premises and wholly for the Said composite Unit, from the Date of Possession and until the Said composite Unit is separately assessed in the name of the Purchasers) (2) have mutation of the Said composite Unit completed at the earliest. If the Purchasers delays in paying the Rates & Taxes, the Purchasers shall be liable to pay extra 2% (two percent) per month, compoundable monthly, from the date of default till the date of payment.

12.1.3. Purchasers to Pay for Common Expenses/Maintenance Charges: Purchasers shall pay the Common Expenses/Maintenance Charges, on the basis of the bills to be raised by the Maintenance Company and till formation of the maintenance company such maintenance charges shall be paid in terms of bill raised by the Developer. The Purchasers further admits and accepts that the Purchasers shall not claim any deduction or abatement in the bills relating to Common Expenses/Maintenance Charges on any account whatsoever.

12.1.4. Purchasers to Pay for Electricity Charges: Purchasers shall pay the Proportionate Electricity Charges, on the basis of the bills to be raised by the Developer/Maintenance Company or by the entity supplying

electricity through the transformer installed at 78, Bentinck Street, Kolkata - 700001.

- 12.1.5. Default in payment of Maintenance Charges or Proportionate Electricity Charges:** In the event the Purchasers delays or defaults in paying any bill raised by the Developer/Maintenance Company/entity supplying electricity beyond 15 (fifteen) days of presentation thereof, the Purchasers shall pay compound interest @ 2% (two percent) per month or part thereof, compoundable monthly, from the date of default till the date of Payment to the Developer/Maintenance Company/entity supplying electricity as the case may be. The Purchasers also admits and accepts agrees that in the event such the bills raised by Developer/Maintenance Company/entity supplying electricity, remains unpaid for more than 3 months all common services shall be discontinued to the Purchasers and the Purchasers shall be disallowed from using the Common Portions and common facilities and the entity supplying electricity shall have the right to disconnect the supply of electricity. The Purchasers further admits that failure to pay maintenance charge and/or common expenses to the Developer/Maintenance Company or the proportionate Electrical Charges to the entity supplying electricity as the case may be, shall create in later's favour, charge over the Said composite Unit and Developer/Maintenance Company/entity supplying electricity shall be entitled to sell the said unit and appurtenance to any third party for recovering the said maintenance charge and/or common expense. The surplus of sale consideration over and above the legitimate dues of Developer/Maintenance Company/entity supplying electricity shall be reimbursed to the Purchasers.
- 12.1.6. Developer's Charge/Lien:** The Developer shall have first charge and/or lien over the said composite Unit for all amounts due and payable by the Purchasers to the Developer provided however if the said composite Unit is purchased and all payments made to the developer with assistance of a financial institution, then such charge/lien of the Developer shall stand extinguished on the financial institution clearing all dues of the Developer.
- 12.1.7. No Obstruction by Purchasers to Further Construction:** The Developer shall be entitled to construct further sanctioned floors on and above the top roof of the Said Building and/or car parks and/or to make other constructions elsewhere in the Said Premises and/or said complex and the Purchasers agrees for not making any objection and shall not create any obstruction in such construction work. The Purchasers also admits and accepts that the Developer and/or employees and/or agents and/or contractors of the Developer shall be entitled to use and utilize the Common Portions for movement of building materials and for other purposes and the Purchasers shall not raise any objection in any manner whatsoever with regard thereto.

- 12.1.8. Compensation or Damages for obstruction:** Notwithstanding anything contrary contained elsewhere in this agreement, it is specifically agreed by and between the Developer and the Purchasers that if due to any neglect or default on the part of the Purchasers and/or his men/agents etc. any further construction, reconstruction, alteration, addition, variation, modification, additional construction or development of the said Unit, building or any part or part or portion thereof in any way is affected, delayed, hindered or impeded, then and in that event Purchasers shall be held liable to pay compensation or damages thereof at an agreed rate of Rs. 10,000/- per day.
- 12.1.9. Variable Nature of Land Share and Share In Common Portions:** The Purchasers fully comprehends and accepts that :
- 12.1.9.1.** the Land Share only in the land directly and underneath belonging to the said buildings to be constructed at the said premises and the Share In Common Portions is a notional proportion that the Said Unit bears to the currently proposed area of the Said Complex,
 - 12.1.9.2.** if the area of the Said Complex is increased/recomputed by the Developer, the Purchasers shall not question any variation (including diminution) of the Land Share and the Share In Common Portions,
 - 12.1.9.3.** the Purchasers shall not demand any reduction/refund of the Total Price on ground of or by reason of any variation of the Land Share and the Share In Common Portions, and
 - 12.1.9.4.** the Land Share and the Share In Common Portions are not divisible and partible and the Purchasers shall accept (without demur) the proportionate undivided share therein.
- 12.1.10. Purchasers to Participate in Formation of Maintenance Company:** The Purchasers admits and accepts that the Developer shall on sale of all the Units at its discretion shall take initiative to form a maintenance company for the purpose of maintenance of common portions of the said premises and the Purchasers and other Purchasers of Units in the Said Building shall become the members of the said Maintenance Company by way of purchase of shares of the said maintenance company. The Purchasers shall also bear and pay the proportionate costs of formation and the expenses of the said Maintenance Company and shall pay for, acquire and hold membership with voting rights and in this regard the Purchasers shall sign, execute and deliver necessary applications and all other papers, declarations and documents as may be required. Upon formation of the Maintenance Company, the residue then remaining of the Advance Common Expenses/Maintenance Charges and the Common Expenses/Maintenance Deposit paid by the Purchasers (after adjustment

of all amounts then remaining due and payable) shall be transferred by the Developer to the Maintenance Company. The Maintenance Company shall thereafter hold the deposits on behalf of the Purchaser. Till the formation of the Maintenance Company, the Developer as Facility Manager shall look after the maintenance of the Common Portions of the Said Building and the Said Premises.

12.2. Obligations of Purchaser: On and from the Date Of actual Possession and/or deemed possession, whichever is earlier, the Purchasers shall:

- 12.2.1. Co-operate in Management and Maintenance:** co-operate in the management and maintenance of the Said Complex and the Said Premises by the Facility Manager. For this if need be, allow the men and agents of the Facility Manager to enter the said Unit for the purpose of maintenance and other purposes with prior information to the Purchasers.
- 12.2.2. Observing Rules:** observe the rules framed from time to time by the Maintenance Company for the beneficial common enjoyment of the Said Complex and the Said Premises.
- 12.2.3. Paying Electricity Charges:** pay for proportionate electricity and other utilities consumed in or relating to the Said composite Unit to the entity supplying electricity through their transformer.
- 12.2.4. Meter and Cabling:** be liable to draw the electric lines/wires, TV, broadband, data cables and telephone cables to the Said Unit only through the ducts and pipes provided therefore, ensuring that no inconvenience is caused to the Developer or to the other Co-Owners of the said Building. The main electric sub-meter or CESC Ltd meter, as the case may be, shall be installed only at the common meter space by the developer in the Said complex. The Purchasers shall be solely entitled to affix, draw said wires, cables or pipes, as the case may be, in the manner indicated by the Developer or the Maintenance Company (upon formation).
- 12.2.5. Installation of Air Conditioner:** be liable to install Air Conditioner Outdoor Unit only at the space provided by the developer and attach the water line of the Air conditioner only with the water pipe provided by the developer for that purpose so that no water droplets falls from the Air conditional installation.
- 12.2.6. Use:** Use the Said Unit for lawful Commercial purpose only. The Purchasers shall also not use the Said Unit as a religious establishment, guest house, serviced apartment, mess, hotel, restaurant, nursing home, club, school or other public gathering place.
- 12.2.7. No Alteration:** not alter, modify or in any manner change the (1) elevation and exterior colour scheme of the Said Block/Said Complex and (2) design and/or the colour scheme of the windows, grills and the

main door of the Said Unit, without the permission in writing of the Developer or the Maintenance Company (upon formation). In the event the Purchasers makes the said alterations/changes, the Purchasers shall compensate the Developer/Maintenance Company (as the case may be) as estimated by the Developer/Maintenance Company whose decision shall be final.

- 12.2.8. No Structural Alteration:** not to alter, modify or in any manner change or cause any damage to the structure or any civil construction in the Said composite unit or the Common Portions of the Said Building.
- 12.2.9. No Sub-Division:** not to sub-divide the Said composite unit and the Common Portions.
- 12.2.10. No Nuisance and Disturbance:** not to use the Said Unit or the Parking Space, if any, or permit the same to be used in such manner or commit any act, which may in any manner cause nuisance or annoyance to other Co-owners of the Said Building and/or the neighboring properties and not make or permit to be made any disturbance or do or permit anything to be done that will interfere with the rights, comforts or convenience of other occupants..
- 12.2.11. No Storage in Common Portions:** not to store or cause to be stored and not place or cause to be placed any goods, articles or things in the Common Portions unless otherwise allowed by the developer..
- 12.2.12. No Obstruction to Maintenance Company:** not to create any obstructions in the work and functioning of the Facility Manager/Maintenance Company (existing or upon Formation) in respect to the said complex
- 12.2.13. No Obstruction of Common Portions:** not to obstruct pathways and passages or use the same for any purpose other than for ingress to and egress from the Said Unit and the Parking Space, if any.
- 12.2.14. No Violating Rules:** not violate any of the rules and/or regulations laid down by the Maintenance Company for the use of the Common Portions and as may be framed from time to time.
- 12.2.15. No Throwing Refuse:** not to throw or accumulate or cause to be thrown or accumulated any dust, rubbish or other refuse in the Common Portions **save** at the places indicated therefore.
- 12.2.16. No Injurious, immoral and illegal Activities:** not carry on or cause to be carried on any obnoxious, injurious, hazardous, illegal and immoral activity in or through the Said Unit, or the Parking Space, if any or the Common Portions.
- 12.2.17. No Storing Hazardous Articles:** not to keep or store any offensive, combustible, obnoxious, hazardous or dangerous articles in the Said Unit and the Parking Space, if any.

- 12.2.18. No Signage:** not put up or affix any sign board, name plate or other things or other similar articles in the Common Portions or outside walls of the Said Building/Said Complex save at the place or places provided therefore
- 12.2.19. No Floor Damage:** not to keep any heavy articles or things, which are likely to damage the floors or operate any machine save usual home appliances.
- 12.2.20. No Installation of Separate Generator Set:** not install any separate generator set in the said unit or in any part of the said complex and such generator service shall be provided from common Generator installed within the Complex. However, the Purchasers can install UPS or inverter, battery or other power backup unit or like devices within its own Unit and which does not cause any pollution or noise.
- 12.2.21. No Use of Machinery:** not install or operate any heavy machinery or equipment except common day to day office appliances.
- 12.2.22. No Misuse of Water:** not to misuse or permit to be misused the water supply in the said Premises.
- 12.2.23. Damages to Common Portions:** not to cause damage to the Common Portions in any manner and if such damage is caused by the Purchasers and/or by purchaser's agent, the Purchasers shall compensate for the same by such amount as decided by facility management company and/or Maintenance Company and in their absence by the developer.
- 12.2.24. Notification Regarding Letting:** If after execution and registration of deed of conveyance the Purchasers lets out or sells and/or transfer by any means the Said Unit And Appurtenances or portion thereof, the Purchasers shall immediately notify such fact along with tenant's/transferee's address and telephone number to the Developer/ Maintenance Company (upon formation).

13. Termination and its Effect:

- 13.1. Breach of Terms by Purchaser:** In the event the Purchasers (1) fails to make timely payment of the Total Amount Payable, or (2) fails to perform the obligations on the part of the Purchasers to be performed in terms of this Agreement, or (3) neglects to perform any of the Purchaser's Covenants, this Agreement shall, at the option of the Developer, stand cancelled and/or rescinded, upon which the Developer shall within 3 (three) months from the date of cancellation refund to the Purchasers all payments received till that date, without any interest, after deducting 15% (Fifteen percent) of the Total Price paid as liquidated damages. Payments made by the Purchasers for up-gradation shall be non-refundable. In the event the Developer condones the delay of any payment due under this Agreement, the Purchasers shall be liable to pay interest calculated @ 18% (Eighteen Percent) per annum compounded quarterly for the period of delay (computed from the date the payment became due till the date of

payment) on all amounts due and outstanding. However, such right of condonation is exclusively vested in the Developer and the Developer shall have absolute liberty to cancel or not to cancel and the Purchasers shall not be entitled to claim condonation as a matter of right.

- 13.2. Breach by Developer:** Without prejudice to the provisions of Clause 11.5 above, in the event the Developer fails and/or neglects to deliver possession of the Said composite Unit within the Extended Period, this Agreement shall, at the option of the Purchaser, stand cancelled and/or rescinded, upon which the Developer shall refund to the Purchasers all payments received till that date, with interest calculated @18% (Eighteen Percent) per annum calculated from the date of completion of such extended period. If the Purchasers opt not to cancel this Agreement, then no interest shall be payable by the Developer.
- 13.3. Effect:** Upon termination of this Agreement due to any of the circumstances mentioned in aforesaid Clauses, the Purchasers shall not be entitled to claim any right, title, interest or charge (either equitable or otherwise) over and in respect of the Said composite Unit and/or the Said Block and/or the Said Complex or any part or portion thereof, in any manner whatsoever. The effect of such termination shall be binding and conclusive on the Parties.

14. Taxes:

- 14.1. Obligation Regarding Taxes:** In the event the Developer and/or Vendors are made liable for payment of any tax (excepting Income Tax and Service Tax), duty, levy or any other liability under any statute or law for the time being in force or to be enforced in future (such as Works Contract Tax, Value Added Tax or any other tax and imposition levied by the State Government, Central Government or any other authority or body) or if the Owner and/or Developer is advised by its consultant that the Developer is liable or shall be made liable for payment of any such tax, duty, levy or other liability on account of the Owner and/or Developer having agreed to perform the obligations under this Agreement or having entered into this Agreement, then and in that event, the Purchasers shall be liable to pay all such tax, duty, levy or other liability and hereby agrees to indemnify and keep the Owner and/or Developer indemnified against all actions, suits, proceedings, costs, charges and expenses in respect thereof. The Purchasers at or before the Date of Possession so imposed or estimated by the Developer's consultant shall pay the taxes, duties, levies or other liabilities. Provided if any such liability upto the date of possession is ascertained after the date of Possession then in such event, the Purchasers agrees to repay and/or reimburse such payment within 15 Days as may be demanded by the Developers/Vendors. In case of non-payment Developer shall be liable to charge interest @18% compounded quarterly. The Developer shall have the right to realize such amounts out of the deposits of the Purchasers.

15. Defects:

15.1. Decision of Architect or Engineer Final: If any work in the Said composite Unit is claimed to be defective by the Purchaser, the matter shall be referred to the Architect or Engineer so appointed by the Developer and the decision of the Architect or Engineer shall be final and binding on the Parties. This will however not entitle the Purchasers to refuse to take possession of the Said Unit and if the Purchasers does so by refusing to take possession, then provisions regarding deemed possession as contained in Clause 11.6.2 above shall apply and all consequences thereto shall follow.

16. Force Majeure:

16.1. Circumstances Of Force Majeure: The Developer shall not be held responsible for any consequences or liabilities if the Developer is prevented from meeting the obligations under this Agreement by reason of contingencies caused by neither of the Parties and unforeseen occurrences such as (1) acts of God, (2) acts of Nature, (3) acts of War, (4) fire, (5) insurrection, (6) terrorist action, (7) civil unrest, (8) riots, (9) strike by material suppliers, transporters, workers and employees, (10) delay on account of receiving statutory permissions, (11) delay in the grant of electricity, water, sewerage and drainage connection or any other permission or sanction by the Government or any statutory authority, (9) any notice, order of injunction, litigation, attachments, etc. and (13) any rule or notification of the Government or any other public authority or any act of Government such as change in legislation or enactment of new law, restrictive Governmental laws or regulations(14) any other reasonable cause preventing the Developer from meeting its obligations (collectively **Circumstances of Force Majeure**).

16.2. No Default: The Developer shall not be deemed to have defaulted in the performance of the Developer's contractual obligations whilst the performance thereof is prevented by Circumstances of Force Majeure and the time limits laid down in this Agreement for the performance of obligations shall remain suspended till the existence of Circumstances of Force Majeure.

17. Miscellaneous:

17.1. Indian Law: This Agreement shall be subject to Indian Laws.

17.2. One Transaction: This Agreement relates to the transaction recorded and contemplated herein and no other transaction.

17.3. Confidentiality and Non-Disclosure: The Purchasers shall keep confidential all information and/or documents concerning the transaction herein, unless same is required to be disclosed in any judicial or administrative proceeding.

17.4. Partial Invalidity: Invalidity or unenforceability of any of the stipulated terms of this agreement shall not render the entire agreement invalid When any provision is so held to be invalid, illegal or unenforceable, the Parties here to undertake to use their best efforts to reach a mutually acceptable alternative to give effect to such provision in a manner which is not invalid, illegal or unenforceable. In the event any of the terms and conditions of this Agreement are set-aside or declared unreasonable by any Court of Law or if the Parties take the plea of frustration of

contract, the entire Agreement shall not be void and shall continue to subsist to the extent of the remaining terms and conditions and bind the Parties.

17.5. No Claim of Un-Enforceability: This Agreement is being entered into by and between the Parties out of free will and consent and without any duress or coercion. Hence, none of the Parties shall have the right to claim un-enforceability of this Agreement.

17.6. Nomination by Purchasers with Consent: The Purchasers admits and accepts that before the execution and registration of conveyance deed of the Said composite Unit, the Purchasers will be entitled to nominate, assign and/or transfer the Purchasers right, title, interest and obligations under this Agreement subject to the covenant by the nominee that the nominee will strictly adhere to the terms of this Agreement and subject also to the following conditions:

The Purchasers shall make payment of all dues of the Developer in terms of this Agreement up to the time of nomination.

The Purchasers shall obtain prior permission of the Developer and the Purchasers and the nominee shall be bound to enter into a tripartite agreement with the Developer.

The Purchasers shall pay the sum calculated @ Rs.100/- (Rupees One Hundred) only per square feet of the Super Built Up Area as and by way of nomination fees to the Developer and only on receipt of such fee the Developer shall give its accord and/or consent to this.

The Purchasers admits and accepts that the Purchasers shall not nominate or assign the rights under this Agreement save in the manner indicated above.

17.7. Counterparts: This Agreement is being executed simultaneously in duplicate and each copy shall be deemed to be an original and shall have equal force of law. One copy shall be retained by the Purchasers and another by the Developer.

17.8. Amendments/Modifications: No amendment or modification of this Agreement or any part hereof shall be valid and effective unless it is by an instrument in writing executed by all the Parties.

17.9 Reservation of Rights: No forbearance, indulgence, relaxation or inaction by any Party at any time to require performance of any of the provisions of this Agreement shall in any way affect, diminish or prejudice the right of such Party to require performance of that provision.

17.10. Waiver: Any term or condition of this Agreement may be waived at any time by the Party who is entitled to the benefit thereof. Such waiver must be in writing and must be executed by the Party or an authorized agent of the Party. A waiver on one occasion will not be deemed to be waiver on a future occasion. Omission or delay on the part of either Party to require due and punctual performance of any obligation by the other Party shall not constitute a waiver of such obligation and it shall not in any manner constitute a continuing waiver and/or as a waiver

of other breaches of the same or other obligations hereunder or as a waiver of any right or remedy that the Party may otherwise have in law or in equity.

17.11. No Agency: Save and except as provided in this agreement, the Parties are entering into this Agreement on principal-to-principal basis and nothing contained herein shall make the Parties agents of each other.

18. Notice:

18.1. Mode of Service: Notices under this Agreement shall be served 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 messenger and (2) on the expiry of the 30th day from the date of dispatch of notice, if sent by registered post/speed post, irrespective of refusal to accept service by the Parties or on actual date of receipt whichever is earlier.

19. Dispute Resolution through Arbitration only:

19.1. Arbitration: All disputes and differences arising amongst the parties hereto in any way relating to or connected with the said premises and/or building and/or relating to the construction or any of the terms of this agreement or for anything done or omitted to be done in pursuance hereof or otherwise relating to any act, deed or thing arising out of or connected with this agreement shall be referred to the sole arbitration of Rajendra Kr. Jalan, Advocate of No. 6, Old Post Office Street, 3rd Floor, Room No.79/22, Kolkata 700001. The said Arbitrator is the father in law of the brother of Dipak Yaduka, one of the Partners of the Developer. The arbitrator so appointed shall formulate his own procedure and shall be entitled to dispense with filing of pleadings or taking of any evidence and shall be entitled to dispose off the proceedings in a summary manner. The arbitrator shall have summary powers. The award of such arbitrator shall pronounce the award as expeditiously as possible after entering all the reference or within such time as he may deem expedient. The pronouncement of the award by the arbitrator in a meeting of the parties fixed after the conclusion of the arbitration proceedings shall be deemed to be the publication of the award and shall be construed as the date of receipt of the award by the parties to the agreement. The costs and expenses of the arbitration proceedings shall be borne by the Purchasers. The arbitrator will not be required to give reasons in support of his award. The arbitrator shall hold his sittings at Kolkata.

1st Schedule

Part-I

(Said Premises)

ALL THAT piece and parcel of land ad-measuring an area of 12 (Twelve) Cottahs-1(one) Chittaks-7(seven) Square feet, be little more or less, TOGETHERWITH structures constructed thereon and other appurtenances at Premises No. 2A, Grant Lane, Kolkata – 700012, Police

Station- Bowbazar (**Said Premises**) comprising in revenue redeemed Holding No. 257, Block No. XVI in the Southern Division of Calcutta and bounded as per document

- On the North : Partly by Grant Lane, partly by premises no. 1A, Grant Lane and partly by premises no. 2B, Grant Lane, Kolkata.
- On the South : By premises no. 78, Bentinck Street, Kolkata – 700001
- On the West : Partly by premises no. 80 Bentinck Street and partly by premises no. 1A, Grant Lane, Kolkata.
- On the East : Partly by premises no. 9, Weston Street, and partly by premises no. 2B, Grant Lane Kolkata.

Part-II

(Devolution of Title)

- a. By virtue of three separate Deed of Conveyances all dated the 19th of December, 1983 executed by and between Jagadish Prasad Agarwal and Suresh Kumar Agarwal therein jointly referred to as “**Vendors**” of the FIRST PART and Indravati Devi Agarwal as Assignor of the SECOND PART and Arjun Das Agarwal as **Confirming Party** of the THIRD PART and each respective owners being **(1) Smt Bimla Devi Agarwal (2) Smt Bela Devi Agarwal (3) Smt Sulochana Devi Agarwal** as Purchasers of the FOURTH PART, each owners, for consideration, acquired their respective 1/3rd share in all that piece and parcel of land ad-measuring an area of 12(Twelve) Cottahs-1(one) Chittaks-7(seven) Square feet, be little more or less, alongwith partly one and partly two storied brick built messuage tenement or dwelling house constructed thereon together with other appurtenances at premises No. 2A, Grant Lane, Kolkata – 700001, Police Station Bowbazar (**Said Premises**) the details whereof are as follows:

Date	Purchaser	Area	Registration Particulars
19.12.1983	Sulochana Devi Agarwal	1/3 undivided Share of the said Premises	BOOK No I, Volume no 389, Pages 157-165 being Deed no 13093 for the year 1983
19.12.1983	Bela Devi Agarwal	1/3 undivided Share of the said Premises	BOOK No I, Volume no 389, Pages 142-148, being Deed no 13091 for the year

			1983
19.12.1983	Bimla Devi Agarwal	1/3 undivided Share of the said Premises	BOOK No I, Volume no 389 pages 149- 156, being Deed no 13092 for the year 1983

Thus by virtue of aforesaid deed of conveyances dated 19.12.1983, the Owners acquired the absolute ownership right, title and interest in premises number 2A Grant Lane, Kolkata-700001.

- b. By a Deed of Partnership dated the 20th day of February, 1984 and revised deed of partnership dated 1st April, 1992 made and executed between the owners namely **(1)Smt Bimla Devi Agarwal (2) Smt Bela Devi Agarwal (3) Smt Sulochana Devi Agarwal**, the owners commenced the partnership business under the name and style of **“UMA PROPERTIES”** and the owners jointly authorised their said partnership firm **“UMA PROPERTIES”** to develop the said premises.
- c. The **(1) Smt Bimla Devi Agarwal (2) Smt Bela Devi Agarwal (3) Smt Sulochana Devi Agarwal** are the absolute joint owners of the said premises and the said Premises is free from all charges, claims, mortgages, demands, acquisitions, requisitions, attachment or vesting etc. of any kind whatsoever.
- d. Subsequently (1)Smt Bimla Devi Agarwal (2) Smt Bela Devi Agarwal (3) SmtSulochana Devi Agarwal have mutated their name with KMC in respect of the said Premises.
- e. By a Joint Venture Agreement dated 29.05.2009 (hereafter called the **“DEVELOPMENT AGREEMENT”**) the **(1)Smt Bimla Devi Agarwal (2) Smt Bela Devi Agarwal (3) Smt Sulochana Devi Agarwal all partners of Uma Properties** had appointed the Developer for the development of the premises by way of construction of the New Building and / or the units comprised therein and / or the common areas therein, on the terms and condition contained in the said Development Agreement.
- f. By a Power of Attorney Dated 9th may 2011 registered with **Additional Registrar of Assurance -III, Kolkata and recorded in book No IV, CD Volume No 4 pages 2521 to 2531 Being No 02489 for the year 2011** the said **(1)Smt Bimla Devi Agarwal (2) Smt Bela Devi Agarwal (3) Smt Sulochana Devi Agarwal**, the owners herein had granted power of Attorney empowering the Dipak Yaduka one of the partner and authorized representative of the Developer, to prepare the plan, submission of the same for Sanction and obtaining sanctioned Plan and to do all necessary acts in respect to the said premises as referred to in the said power of attorney.

2nd Schedule

Part-I
(Said Unit)

Office Space No. “____”, situated on ____ floor, having Super Built up area approximately _____ sq. ft. (Built-up Area of approximately _____ sq. ft. and having Carpet Area of _____ Sq Ft), comprised in the Said Building named **SHREE KRISHNA SQUARE** butted and bounded as follows:-

On the East : By _____;

On the West : By _____;

On the North : By _____;

On the South : By _____;

Part-II (Composite Unit)

[Subject Matter of Sale]

The Said Unit, as described in **Part-I** of the **2nd Schedule** above.

The Land Share, being undivided, impartible, proportionate and variable share in the land beneath the building of Said Premises described in **Part-I** of the **1st Schedule** above, as is attributable to the Said Unit.

The Share In Common Portions, being undivided, impartible, proportionate and variable share and/or interest in the Common Portions described in the **Part - I** of **3rd Schedule** below, as is attributable to the Said Unit.

3rd Schedule

Part - I

(Common Portions)

Common Portions as are the following areas and facilities which are common between the co-owners of the Said Building ;

1. **Areas:**

- (a) Covered paths and passages, lobbies, staircases, landings of the Said Building open paths and passages appurtenant or attributable to the Said Building
- (b) Stair head room, caretaker room or security room or Maintenance Office and electric meter room, Fire Fighting Pump Room, Common Toilets of the Said Building
- (c) Lift machine room, chute and lift well of the Said Building
- (d) Common installations on the roof above the top floor of the Said Building.

2. **Water and Plumbing:**

- (a) Overhead water tank, water pipes, sewerage pipes of the Said Building (save those which are inside of said Unit).

- (b) Drains, sewerage pits and pipes within the Said Building (save those which are inside of any Unit) or attributable thereto.
3. **Electrical & Miscellaneous Installations:**
- (a) Electrical Installations including wiring and accessories (save those inside of any Unit) for receiving electricity from Electricity Supply Agency to all the Units in the Said Block and common portions within or attributable to the Said Building.
- (b) Wiring and accessories for providing standby power to all the Units and Common Portions within or attributable to the Said Building.
- (c) Wiring and accessories for lighting of Common Portions of the Said Building
- (d) Lights arrangement at the entrance gate Boundary Walls, Elevation Lightings and passages within the Said Building.
- (e) Lift and lift machinery of the Said Building.
- (f) Firefighting equipment and accessories in the Said Building as directed by the Director of West Bengal Fire Services and as installed at the time of Hand over.
- (g) Pumps and motors for water system for the said building and Common Portions.
4. **Others:**
- Other areas and installations and/or equipments as are provided in the Said Building for common use and enjoyment.

Part – II

[Developer's/Vendor's Exclusive Portion]

The Complex will have certain portions of common areas and facilities (hereafter the "**Developer's/Vendor's Exclusive Portion**") as reserved for use of certain Unit holders to the exclusion of other Unit Holders and such Developer's/Vendor's exclusive portion also includes Parking Space, Roof of the said building and such portions can be allotted at the sole discretion of the Developer/Vendor to any intending Purchasers or assignee:.

Areas:

1. All areas where Cars and Two Wheelers can be parked being 2.5 to 5 meters along the East, West, North and South of Boundary Walls where Cars and Two Wheelers can be parked.
2. Terrace/Roof area of the said Building may be used for running Cafeteria or Restaurant or for any other purpose as may be deem fit by the Developers/Vendors. The Developer/vendors reserves right to sell and/or transfer the ownership right title and interest of the roof or part thereof of building to be constructed over the said premises.
3. Areas used for display and/or installation of hoardings on the terrace, Advertisement boards signboards, communication towers, VSAT, Dish or other antennas for mobile

phones or any other communication or satellite system in the common areas or otherwise.

4th Schedule

(Common Expenses/Maintenance Charges)

1. **Maintenance Company:** Establishment and all other capital and operational expenses of the Maintenance Company.
2. **Common Utilities:** All charges and deposits for supply, operation and maintenance of common utilities.
3. **Electricity:** All charges for the electricity consumed for the operation of the common machinery and equipments.
4. **Litigation:** All litigation expenses incurred for the common purposes and relating to common use and enjoyment of the Common Portions.
5. **Maintenance:** All costs for maintaining, operating, replacing, repairing, white-washing, painting, decorating, re-decorating, re-building, re-constructing, lighting and renovating the Common Portions at the Building including the exterior or interior (but not inside any Unit) walls of the Blocks.
6. **Operational:** All expenses for running and operating all machinery, equipments and installations comprised in the Common Portions at the Building including lifts, generator, changeover switches, CCTV (if any), EPABX (if any), pumps and other common installations including, their license fees, taxes and other levies (if any) and expenses ancillary or incidental thereto and the lights of the Common Portions at the Building.
7. **Rates and Taxes:** Municipal Tax, surcharge, Multistoried Building Tax, Water Tax and other levies in respect of the Said Building save those separately assessed on the Purchaser.
8. **Staff:** The salaries of and all other expenses on the staff to be employed for the common purposes, viz. manager, caretaker, clerks, security personnel, liftmen, sweepers, plumbers, electricians etc. including their perquisites, bonus and other emoluments and benefits.

5th Schedule

(Specifications)

Structure	Earth-quake resistant structure according to latest seismic code, RCC framed structure with anti termite treatment in the foundation.
Walls	Conventional / Flyash brickwork as per drawings with mortar plaster and with White Wall Putty finish of Birla or equivalent.
Windows	UPVC / Aluminum Anodized Sliding Window.

Doors	Main Door: One Door Frame with One Quality Flush Doors with outside laminates matching with lobby design with quality lock fitting.
Flooring	Good Quality Vitrified tiles.
Common Toilets	Floor Tiles: Ceramic / Vitrified Tiles (matt finish) Wall Tiles: Ceramic Tiles Up to lintel / Door height Fittings & Fixtures: Low flow CP Fixtures of Reputed Brand, Water Closet (WC) in all Toilets.
Electrical	Concealed wiring using flame retardant wires up to the said Unit. (i.e. Main Line only). 2 Pair Telephone line from ground floor to the individual Unit.
Lobby at all floors	Well decorated lobbies using Marble / Granite / Tiles with False Ceiling as designed by our Interior / Architect.
Stair Case and Floor Lobby	Floor: Tiles in lobbies and Marble / Granite / Tiles on Stairs and risers and landing as designed by our Interior or Architect. Paint: Oil based Paint Railing: Railing as per the design finalized by our architect/interior.
Water Supply	Common water supply of the KMC through outlets in common toilets and common filtered drinking water at outlets on each floor.
Lift / Elevator	2 Nos of 8 passenger lift of KONE / OTIS or equivalent Brand with Automatic Doors.
Security System	CCTV for common area with recording facility.
Generator	2 KW Power Backup.
Elevation	Weather Coat Paint and use of other materials as per the elevation design finalized by the architect. Air Condition water outlet.

6th Schedule

[Payments]

Part-I

[Extras]

- (a) **Additional Work:** The cost of any work done in the Unit in addition to those mentioned in the Specifications mentioned in 5th Schedule at the request of or with the

consent of the Purchasers including, but not limited to, the expenses of having the Plan modified if required for the Additional Work. Such amount is payable as and when demanded by the Developer.

- (b) **Special Amenities/Facilities:** Costs and expenses for providing any special amenities/facilities in the Common Portions (save and except those described in the **Part – I of 3rd Schedule** below) and improved specifications of construction of the Said Building over and above the specifications described in the 5th Schedule below **(Specifications)**.
- (c) **Maintenance Charge for 1 yr:** An amount calculated @Rs.36/- (Rupees Thirty Six) only on Unit Area (Super-Built-Up-Area) shall be paid by the Purchasers together with the Service Tax as applicable from time to time as the maintenance charges for One Year. This amount is payable on or before Possession Date. In case the maintenance Charges increases the Purchasers shall have to pay the increased amount of maintenance to the Developer.
- (d) **Maintenance Charges after completion of 1 yr:** If the circumstances so demand the Developer have to maintain the Premises for the period more than One Year in such case, the Purchasers shall regularly and punctually pay to the Developer until the formation of Maintenance Company, the amount calculated @ Rs.3.00per sq. ft. plus Service Tax as applicable from time to time per month on Super-built-up area of the said unit. The rate as fixed by the developer may increase if the maintenance cost incurred by the Developer exceeds Rs.3.00 per sq. ft.
- (e) **Legal Fees:** The sum of Rs. 10,000/- (Rupees Ten thousand) Plus Service Tax, if any, as costs for preparation of this Agreement for Sale and Conveyance as well all other documents in connection with or related to the sale of the Composite Unit by the Developer to the Purchasers Rs.5,000/- (Rupees Five thousand only) is to be paid by the Purchasers at or before execution hereof and balance Rs.5,000/- (Rupees Five thousand) only before registration or the Possession Date whichever is earlier. The Purchasers hereby consents to the appointment of Learned Advocate as nominated by the Developer towards drafting and presentation of deed of conveyance before the concerned registrar for registration.
- (f) **Statutory Stamp Duty, Statutory Registration fee and other Statutory fees :**The applicable statutory stamp duty, statutory registration fee and all other statutory fees shall be borne by the Purchasers in addition to the aforesaid fees for registering the Conveyance for the Composite Unit which is to be paid separately by the Purchasers to the Developer within 7 (seven) days of being called upon to do so.
- (g) The Purchasers shall have the Conveyance in respect of the said Unit registered within 60 (sixty) days of the Possession Date. In the event the Purchasers fails to do so, the Developer shall become entitled to damages @ Rs.500/- (Rupees five hundred only) per day for each day of the delay. The Developer shall have the Conveyance drafted and its registration shall also be arranged by the Developer and the Purchasers shall pay for (a) all statutory fees and charges i.e. stamp duty, registration fee and other charges and (b) Advocate's fee as aforesaid and other out-of-pocket expenses for the same.

- (h) **Maintenance Company formation Cost:** Proportionate cost of forming the Maintenance Company or Rs.5,000/- Plus Service Tax per Unit Holder whichever is higher Payable on or before Possession Date And the Purchasers further agrees to become member of the said proposed maintenance company.
- (i) **Share holding in the aforesaid Maintenance Company:** After formation of the Maintenance Company the Purchasers herein will be required to apply for allotment of shares in accordance with the area of the Unit purchased by the Purchasers for the purpose of becoming member of the said company.
- (j) **Extra Development Charges:** An amount equal to Rs.250/- (Rupees Two Hundred Fifty) only per Square Feet of the Super-Built-up area of the said Office Space along with Service Tax as applicable time to time and payable at the time of possession or deemed possession towards Extra Development Charges. This charge is for development of the common spaces like installation of CCTV, Intercom, Generator and Transformer.

Part-II

[Deposits]

1. **Security Deposit for Rates & Taxes and other Misc Exp.:** An amount equal to Rs. 25/- (Rupees twenty-five) per Square Feet of the Super-Built-Up Area as security deposits for any rates & taxes including without limitation Municipal Tax, Water Tax and/or any other Government Levies, for payment of all rates & taxes and other Misc. Exp. payable by the Purchasers for the Composite Unit if required to be paid on behalf of the Purchasers for the Composite Unit till such time the Composite Unit is separately mutated for payment of all rates and taxes.
2. **Electricity Deposit:** As against the deposits payable to CESC Limited or otherwise an amount estimated @Rs.5,000/- per KW shall be paid on the basis of the power (in KW) allocated to the said Unit by the developer. In case the Purchase desire for extra power, in such case he will have to pay extra deposit together with the extra cost incurred for availing such extra power. This amount is payable on or before Possession Date. Service Tax, if any, shall be payable extra.
3. **Maintenance Deposit:** An amount equal to Rs.35/- (Rupees Thirty Five) only per Square Feet of the Super-Built-up area of the Office Space towards Interest Free Maintenance Deposit. This Deposit is Payable at the time of Possession or deemed possession of the said Office Space. The Developers shall be entitled to use this deposit for maintenance purpose if no maintenance amount has been paid by the Purchaser or if the Developer is incurring loss in maintaining the Said Premises or if any other development is required to be made for the improvement of building facilities. However, the Buyer shall be liable to repay back the maintenance amount and other amounts to keep the deposit amount intact. The Developers will hand over the remainder of this Deposit, if any, to the Maintenance Company upon its formation.

7th Schedule

Part-I

(Total Price/Consideration)

1. In terms of this agreement, the Purchasers has agreed to pay the price or value for the said Composite Unit as detailed in **Part-II** of **2ndSchedule** as per specification as detailed in **5th Schedule** being **Rs._____/- (Rupees _____) only.**
2. It is made clear that if at the time of handing over possession of the said Unit the chargeable area of the said unit is found to be less or more, then the consideration amount shall be reduced or increased proportionately and the Purchasers shall pay for increased area and Developer/Vendor shall make necessary adjustments in case of lesser area against the amount payable by the Purchaser. The Architect or Engineer of the project as appointed by the Developer shall exclusively and solely be entitled to examine, ascertain, calculate, verify and certify the built up super built up and chargeable areas and his certificate in that regard shall be conclusive, final and binding on all concerned.

Part-II**(Payment Schedule/Installments)**

The Total Price shall be paid by the Purchasers in the following manner or installments:

SL No.	Stage of Construction	Payment % age	Amount (Rs.)
1.	On or before signing the Agreement for Sale.		
2.	Within October 2015		
3.	Within December 2015		
4.	Within February 2016		
5.	Balance within April 2016		
	Total Price Payable for the said Composite Unit	100%	

Rs._____/- (Rupees _____) only.

Part-III**[Payment at or before Execution]**

The DEVELOPER received from the Purchasers herein a sum of **Rs. _____/-(Rupees _____) only** inclusive Taxes as applicable towards mutually agreed Earnest Money and/or part payment for execution of this agreement.

Sl. No.	Cheque / Draft No.	Date	Bank	Amount (Rs.)
			LS Consideration amount	
			Add: Tax @ ____%	
			Total	
1.				
TOTAL PAID AT OR EXECUTION OF THIS AGREEMENT				

TOTAL Rs. _____/-(Rupees _____) only.

DEVELOPER

In Presence of:

1.

2.

20. Execution and Delivery:

20.1 **In Witness Whereof** the Parties have executed and delivered this Agreement on the date mentioned above.

SIGNED SEALED AND DELIVERED by the **OWNERS/VENDORS** at Kolkata:

Affix a Photo and signed across the Photograph

Affix a Photo and signed across the Photograph

Affix a Photo and signed across the Photograph

SIGNED SEALED AND DELIVERED by the **PURCHASER** at Kolkata:

Affix a Photo and signed across the Photograph

SIGNED SEALED AND DELIVERED by the **CONFIRMING PARTY/DEVELOPER** at Kolkata:

Affix a Photo and signed across the Photograph

In Presence of:

1.

2.

Drafted by:

Rajesh Gangopadhyay
Advocate.
High Court Calcutta.
Enrolment NoF-1369/761of 1998