

(C)

DRAFT AGREEMENT FOR SALE

M.P.HOUSE

This Agreement for Sale (Agreement) executed on this  
..... (Date) day of ..... (Month),  
20..... ;

By and Between

(1) SMT. UTPALA DEB (P.A.N. No. AGRPD7078A) (Aadhaar No. ....), wife of Late Tulsi Charan Deb by faith Hindu by occupation Business, (2) SRI ANINDYA DEB (P.A.N. No. AFYPD8076N) (Aadhaar No. ....), son of Late Tulsi Charan Deb by faith Hindu by occupation Business, (3) SMT. ANWESHA GHOSH (P.A.N. No. AIMPG6226A) (Aadhaar No. ....), wife of Subir Kumar Ghosh daughter of Late Tulsi Charan Deb by faith Hindu by occupation Service all of 33/1, Nayan Chand dutta Street, P.S. Bartola, Kolkata-700006 (4) SEKAI PRIVATE LIMITED (P.A.N. No. AAGCS8080D) (Aadhaar No. ....), a Company incorporated under Companies Act, 1956 having its registered office at Premises No.30C, Devendra Ghosh Road, P.S. Bhowanipore, Kolkata-700025, represented by its Director Sri Indrajit Banerjee (P.A.N. No. AEBPB6836Q) son of Late Ranjit Kumar Banerjee, (5) RANJIT SHIPPING PRIVATE LIMITED (formerly TRANS GLOBE CONTAINER SERVICES (I) PRIVATE LIMITED) (P.A.N. No. AABCR7293Q), a Company incorporated under Companies Act, 1956 having its registered office at Premises No.30C, Devendra Ghosh Road, P.S. Bhowanipore, Kolkata - 700025, represented by its Director Sri Jeet Banerjee (PAN No. AEJPB2496N) (Aadhaar No. ....) son of Sri Indrajit Banerjee, residing at ....., (6) ASIAN SECURITIES EXCHANGE PRIVATE LIMITED (P.A.N. No. AACCA6085E), a Company

incorporated under Companies Act, 1956 having its registered office at Premises No.5, Bawali Mondal Road, P.S. Lake, Kolkata-700029, represented by its Director Sri Ajit Khandelwal (PAN No.AKSPK7801K) (Aadhaar No. ....) son of Late Radheshyam Khandelwal, residing at 2, Palm Avenue, P.O. Ballygunge, P.S. Karaya, Kolkata - 700 019 (7) B.N.K. SECURITIES (P) LTD. (P.A.N. No. AABCB0771F), a Company incorporated under Companies Act, 1956 having its registered office at Premises No.2, Palm Avenue, P.S. Karaya, Kolkata-700019, represented by its Director Sri Ajit Khandelwal (PAN No.AKSPK7801K) (Aadhaar No. ....) son of Late Radheshyam Khandelwal, residing at ....., (8) BRIJNATH KHANDELWAL & COMPANY (P.A.N. No. AADFB6267H), a Partnership Firm having its office at No.2, Palm Avenue, P.S. Karaya, Kolkata-700019, represented by its Partner Sri Ajit Khandelwal (PAN No. AKSPK7801K) (Aadhaar No. ....) son of Late Radheshyam Khandelwal, residing at ....., and (9) MITRA PROPERTIES PRIVATE LIMITED (P.A.N. No. AAFCM7987C), a Company incorporated under companies Act, 1956 having its registered office at Premises No.13, India Exchange Place, P.S. Hare Street, Kolkata-700001, represented by its Director Sri Bhola Nath Mitra (PAN No.AEWPM8844E) (Aadhaar No. ....) son of Late Sachindra Nath Mitra, residing at ....., hereinafter collectively referred to as the "Owners" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include their respective successors-in-interest, and permitted assigns).

AND

M.P. TERRACE PRIVATE LIMITED (P.A.N. No. AAJCM0668E), a Company incorporated under the Companies Act, 1956 having its registered office at Premises No.3A, Hare Street, Kolkata-700001, represented by its Director Sri Sunil Kumar Gupta (P.A.N. No.AGLPG2160L) (Aadhaar No.8435 0628 0955) son of Late Sundar Lal Gupta, hereinafter referred to as the "Developer" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors-in-interest, and permitted assigns).

The Developer and the Owners abovenamed are hereinafter collectively referred to as the "Promoters" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include their respective successors in interest and permitted assigns).

AND

**[If the Allottee is a Company]**

.....(CIN no .....) a company incorporated under the provisions of the Companies Act, [1956 or the Companies Act, 2013, as the case may be], having its registered office at .....(PAN .....), represented by its authorized signatory, (Aadhar no. ....) duly authorized vide board resolution dated ....., hereinafter referred to as the "Allottee" (which expression shall unless repugnant to the context or meaning

thereof be deemed to mean and include its successor-in-interest, and permitted assigns).

[If the Allottee is a Partnership]

....., a partnership firm registered under the Indian Partnership Act, 1932 having its principal place of business at ....., (Aadhar no. ....) duly authorized vide hereinafter referred to as the "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the partners or partner for the time being of the said firm, the survivor or survivors of them and their heirs, executors and administrators of the last surviving partner and his/her/their assigns).

[OR]

[If the Allottee is an Individual]

Mr./Ms. .... (Aadhar no. ....) son / daughter of....., aged about ..... residing at..... (PAN.....) hereinafter called the "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted assigns).

[OR]

[If the allottee is a HUF]

Mr. .... (Aadhar no. ....) son of .....aged about ..... for self and as the Karta of the Hindu Joint Mitakshara Family known as HUF, having its place of business / residence at .....(PAN .....), hereinafter referred to as the "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean the members or member for the time being of the said HUF, and their respective heirs, executors, administrators and permitted assigns).

(Please insert details of other allottee(s) in case of more than one allottee)

The Promoters and Allottee shall hereinafter collectively be referred to as the "Parties" and individually as a "Party".

**Definitions---** For the purpose of this Agreement for Sale, unless the context otherwise requires,-

- (a) "Act" means the West Bengal Housing Industry Regulation Act, 2017 (West Ben. Act XLI of 2017);
- (b) "Rules" means the West Bengal Housing Industry Regulation Rules, 2018 made under the West Bengal Housing Industry Regulation Act, 2017;

- (c) "Regulation" means the Regulations made under the West Bengal Housing Industry Regulation Act, 2017;
- (d) "Section" means a section of the Act.
- (e) "Said Plot of Land"/"Said Property" shall mean and include the piece and parcel of Land measuring about 13 (Thirteen) Cottahs 1 (one) Chittack 19 (Nineteen) Square Feet more or less together with old and dilapidated three storied brick built building comprising of office space on the Ground Floor measuring about 5800 Square Feet and the office space on the First Floor measuring about 5800 Square Feet and office space on the Second Floor measuring about 5800 Square Feet erected thereat and the same situated lying at and being Municipal premises No.13, India Exchange Place (formerly 5/1, Royal Exchange place) Police Station Hare street, Ward No. 45 Kolkata- 700001, more fully described in the *Schedule "A" Part I* hereunder written.
- (f) "Said Building"/"Building Complex"/"Project" shall mean and include the commercial building complex having Ground and upper 9(nine) floors consisting of office spaces, parking spaces and other spaces, which is propose to be constructed at the land comprised in the "said Plot of Land" and the same named as "M. P. HOUSE".
- (g) "Said Unit" shall mean and include the office space with or without right to use the parking space at the building Together with undivided proportionate and impartible share or interest in the land comprised underneath the building at the "said Plot of Land", more fully described in the *Schedule "A" Part II* hereunder written and also shown and delineated in RED borders in the plan included in *Schedule "B"* hereunder, which the Allottee *has/have* agreed to acquire on ownership basis as per this Agreement.
- (h) "Said Units" shall mean and include the several independent and self-contained office spaces and other saleable spaces of the building "M. P. HOUSE" at the "said Plot of Land".
- (i) "Carpet Area": Carpet Area of the Said Unit shall mean the net usable area of the Said Unit, excluding the area covered by the external walls, areas under services shafts or verandah area and exclusive open terrace area but shall include the area covered by the internal partition walls of the Said Unit.
- (j) "Architect": shall mean and include the Architects appointed or as may hereafter from time to time be appointed by the Promoters as the Architects for construction of the building.
- (k) "Sanctioned Plan": shall mean and include Building Permit No.2019050001 dated 01.04.2019 duly sanctioned by the Kolkata Municipal Corporation for construction of the said building complex and shall also

include further renewal and/or extension thereof as also the revised and/or modified and other plans, elevations, designs, drawings and specifications for completion of construction of the said building Complex as may from time to time be sanctioned and/or approved by the Kolkata Municipal Corporation and/or other appropriate authorities and/or departments.

- (l) **"Common Parts"**: shall mean and include the amenities and facilities at the building Complex as may be meant for common use of the Allottees/owners and occupiers of units of the said building complex and the same more fully described in *Schedule "E"* hereunder written.
- (m) **"Common Purpose"**: shall mean and include the purpose of maintaining and up keeping of the said building complex and in particular the common parts, amenities and essential services as also meeting of the common expenses and matters relating to mutual rights and obligations of the Allottees/owners/occupiers of several units and other spaces of the building complex.
- (n) **"Common Expenses"**: The costs and expenses required to be incurred or disbursed or paid for the common purposes including administration, management and maintenance of the common parts, facilities, amenities, essential services and the security services at the building complex and the same to be proportionately contributed and borne by the Allottee herein.
- (o) Where any expenses or costs are mentioned to be borne or paid proportionately by the Allottee than the portion of the whole amount payable by the Allottee shall be in proportion to the total area of the "said Unit" in comparison to the areas of other units in the building.
- (p) **"Association"**: shall mean an Association or Society to be formed by the Promoters for the common purposes of the said Building complex and/or the units thereat.
- (q) **"Sinking Fund"**: shall mean the reserve fund to be contributed by of the Allottees of units at the said building complex including the Allottee herein on account of capital expenses to be incurred after completion of the building complex and to be held by the Promoters or the Association on its formation.
- (r) **"Transfer"**: with its grammatical variations shall include a transfer by possession or by any other means adopted for affecting the transfer of a Unit or other spaces in a multi-storied building in favour of an Allottee thereof although the same may not amount to a transfer in law. Provided however that the transfer of the "said Unit" in favour of the Allottee would be subject to the terms conditions covenants and stipulations herein contained.

**WHEREAS:**

A. Smt. Utpala Deb, Sri Anindya Deb, Smt. Anwesha Ghosh, Sekai Private Limited, Ranjit Shipping Private Limited (formerly Trans Globe Container Services (I) Private Limited), Asian Securities Exchange Private Limited, B.N.K. Securities (P) Ltd., Brijnath Khandelwal & Co. and Mitra Properties Private Limited, the Owners herein have been jointly the absolute owners in respect of All That the piece and parcel of Land measuring about 13 (Thirteen) Cottahs 1 (one) Chittack 19 (Nineteen) Square Feet more or less together with old and dilapidated three storied brick built building comprising of office space on the Ground Floor measuring about 5800 Square Feet and the office space on the First Floor measuring about 5800 Square Feet and office space on the Second Floor measuring about 5800 Square Feet erected thereat and the same situated lying at and being Municipal premises No.13, India Exchange Place (formerly 5/1, Royal Exchange place) Police Station Hare street, Ward No. 45 Kolkata- 700001, more fully described in the *Schedule "A" Part I* hereunder written. (hereinafter referred to as the "said Plot of Land"). The devolution of title of the "said Plot of Land" in favour of the said Owners is detailed in the *Schedule "F"* hereunder written.

B. The Developer applied for and obtained in the names of the Owners, Smt. Utpala Deb, Sri Anindya Deb, Smt. Anwesha Ghosh, Sekai Private Limited, Ranjit Shipping Private Limited (formerly Trans Globe Container Services (I) Private Limited), Asian Securities Exchange Private Limited, B.N.K. Securities (P) Ltd., Brijnath Khandelwal & Co. and Mitra Properties Private Limited Plan bearing Permit No.2019050001 dated 01.04.2019 (hereinafter referred to as the "Sanctioned Plan") duly sanctioned by the Kolkata Municipal Corporation for construction of a Commercial building consisting of Ground and upper 9(nine) Floors comprising of office spaces, car parking spaces and other spaces, at or upon the land comprised in the "said Plot of Land".

C. By virtue of an Indenture dated the 31<sup>st</sup> day of May, 2014 registered in Book No.I, CD Volume No.32, Pages from 1374 to 1424, Being No.06758 for the year 2014 at the office of the Additional Registrar of Assurances-II, Kolkata ("Development Agreement"), the Owners have entrusted to the Developer the development of the "said Plot of Land" and construction of the commercial building complex consisting of several units for transferring of the same to the intending Allottees at such price and on such terms and conditions which the Promoters in their sole discretion may deem fit and proper.

D. In pursuance of the said "Development Agreement" the Owners herein retained and appointed the Developer abovenamed as their Constituted Attorney to do various acts, deeds, matters and things as also to sell or otherwise dispose of the various office spaces, car parkings and other spaces forming part of the "Developer's Allocation", by virtue of Power of Attorney dated the 6<sup>th</sup> September, 2014 registered in Book No.IV, CD Volume No.12, Pages from 655 to 673, Being No.06527 for the year 2014 at the office of the A.R.A.-III, Kolkata.

E. The "said Plot of Land" is earmarked for the purpose of construction of the commercial multistoried building complex consisting of Ground and upper 9 (nine) Floors and the said project shall be known as "M. P. HOUSE";

F. The Promoters are fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Promoters regarding the said Plot of Land on which the Project is to be constructed have been completed;

G. The Kolkata Municipal Corporation has granted the commencement certificate to undertake and carry out development of the project vide approval dated \_\_\_\_\_ bearing registration no. \_\_\_\_\_

H. The Promoters have obtained the required final layout plan, "Sanctioned Plan", specifications and approvals for the Project and also for the units and the building, as the case may be from Kolkata Municipal Corporation. The Promoters agrees and undertake that they shall not make changes to these approved plans except in strict compliance with section 14 of the West Bengal Housing Industry Regulation Act, 2017 (West Ben. Act XLI of 2017) and other laws as applicable;

I. The Promoters have registered the Project under the provisions of the Act with the West Bengal Housing Industry Regulatory Authority at ..... on ..... under registration no. ....;

J. The Allottee had applied for a Unit in the Project vide application no. .... dated ..... and has been allotted Unit No. .... having carpet area of ..... square feet, on ..... floor of the Building along with right to use open parking/covered/mechanical parking No. .... admeasuring ..... square feet in the Ground Floor of the Building, as permissible under the applicable law and of pro rata share in the common areas ("Common Areas") as defined under clause (m) of section 2 of the Act (hereinafter referred to as the "Unit"/"Apartment", more particularly described in Schedule "A" Part II and the floor plan of the said Unit is annexed hereto and marked as Schedule "B");

K. The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein.

L. The Allottee abovenamed having duly inspected all the title deeds and documents as also the sanctioned plan as also having caused necessary searches and investigation into the Owners' title, has fully satisfied himself/herself/themselves with regard to the title of the Owners in respect of the "said Plot of Land" as also the right of the Developer to undertake the development of the "said Plot of Land" and construction of the said proposed commercial building.

M. The Parties hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the Project.

N. The Parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;

O. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoters hereby agrees to sell and the Allottee hereby agrees to purchase in respect of the Unit with or without right to use the garage/covered/open/mechanical parking (if applicable) as specified in Para "I".

NOW THEREFORE, in consideration of the mutual representations, covenants, assurances, promises and agreements contained herein and other good and valuable consideration, the Parties agree as follow:

1. **TERMS:**

1.1 Subject to the terms and conditions as detailed in this Agreement, the Promoters agree to sell to the Allottee and the Allottee hereby agrees to purchase, the Said Unit as specified in Para "I" above.

1.2 The Total Price for the "said Unit" based on the carpet area is Rs. .... (Rupees ..... only ("Total Price") ( Give break up and description):

Block/Building/Tower	Rate of Unit per square feet*
Unit No. ....	
Type .....	
Floor .....	
Total price (in rupees)	

\*Provide breakup of the amounts such as cost of the Unit, cost of verandah areas, cost of exclusive open terrace areas, proportionate cost of common areas, preferential location charges, taxes, maintenance charges as per Para II etc., if/as applicable.

[AND] [if/applicable]

Garage/Covered parking-1	Price for 1
Garage/Covered parking-2	Price for 2
Total price (in rupees)	



\*Provide breakup of the amounts such as cost of plot, proportionate cost of common areas, taxes, maintenances charges as per para II etc., if/as applicable.

**Explanation:**

- (i) The Total Price above includes the booking amount paid by the Allottee to the Promoters towards the Unit;
- (ii) The Total Price above excludes Taxes (consisting of tax paid or payable by the Promoters by way of G. S. T. and Cess or any other similar taxes which may be levied, in connection with the construction of the Project payable by the Promoters, by whatever name called) up to the date of handing over the possession of the Unit to the allottee and the project to the association of allottees or the competent authority, as the case may be, after obtaining completion certificate:

Provided that in case there is any change / modification in the taxes, the subsequent amount payable by the Allottee to the Promoters shall be increased/reduced based on such change / modification:

Provided further that if there is any increase in the taxes after the expiry of the scheduled date of completion of the project as per registration with the Authority, which shall include the extension of registration, if any, granted to the said project by the Authority, as per the Act, the same shall not be charged from the allottee;

- (iii) The Promoters shall periodically intimate in writing to the Allottee, the amount payable as stated in (i) above and the Allottee shall make payment demanded by the Promoters within the time and in the manner specified therein. In addition, the Promoters shall provide to the Allottee the details of the taxes paid or demanded along with the acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective;
  - (iv) The Total Price of the Unit includes recovery of price of land, construction of not only the Unit but also the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity to the apartment, lift, water line and plumbing, finishing with paint, marbles, tiles, doors, windows, fire detection and firefighting equipment in the common areas, maintenance charges as per para II etc. and includes cost for providing all other facilities, amenities and specifications to be provided within the Unit and the Project.
- 1.1 The Total Price is escalation-free, save and except increases, which the Allottee hereby agrees to pay, due to increase on account of development charges payable to the competent authority and/or any other charges, which may be levied or imposed by the competent authority from time to

time. The Promoters undertake and agree that while raising a demand on the Allottee for increase in development charges, cost/ charges imposed by the competent authorities, the Promoters shall enclose the said notification/order/rule/ regulation to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments. Provided that if there is any new imposition or increase of any development charges after the expiry of the scheduled date of completion of the project as per registration with the Authority, which shall include the extension of registration, if any, granted to the said project by the Authority as per the Act, the same shall not be charged from the Allottee.

- 1.3 The Allottee(s) shall make the payment as per the payment plan set out in **Schedule "C"** ("Payment Plan") hereunder.
- 1.4 The Allottee shall without raising any objection of any nature whatsoever, pay the amounts of electricity charges, maintenance charges, rates and taxes and other outgoings on account and in respect of the Said Unit and demand for payment raised by the Promoters for the payment as per the Payment Schedule described in **Schedule "C"** of this Agreement, within 15 (fifteen) days of presentation of demand or bill on account therefor, failing which the Allottee shall without prejudice to the other rights of the Promoters, pay interest at the rate prescribed in the Rules of Section 13 of the Act, calculated from the date on which the amount would fall due up to the date of payment, both days inclusive. Part payment will not be accepted after the due dates. The Allottee also admit and accepts that in the event any of the amounts/bills remaining outstanding for more than 2 (two) months, all common services to the Said Unit of the Allottee shall be discontinued and/or the Allottee also be debarred from the benefits of the common facilities.
- 1.5 It is agreed that the Promoters shall not make any additions and alterations in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities described herein at **Schedule "D"** and **Schedule "E"** (which shall be in conformity with the advertisement, prospectus etc. on the basis of which sale is effected) in respect of the Unit, without the previous written consent of the Allottee as per the provisions of the Act.
- Provided that the Promoters may make such minor additions or alterations as may be required by the Allottee, or such minor changes or alterations as per the provisions of the Act.
- 1.6 The Promoters shall confirm the final carpet area of the Unit that has been allotted to the Allottee after construction of the Building is complete and the occupancy certificate or such other certificate by whatever name called

issued by the competent authority is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoters, if there is reduction in the carpet area then the Promoters shall refund the excess money paid by Allottee within forty-five days with annual interest at the rate prescribed in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area, which is not more than three percent of the carpet area of the apartment, allotted to Allottee, the Promoters may demand that from the Allottee as per the next milestone of the Payment Plan as provided in **Schedule "C"**. All these monetary adjustments shall be made at the same rate per square feet as agreed in para 1.2 of this Agreement.

- 1.7 Subject to **Para 9.3** the Promoters agrees and acknowledges, the Allottee shall have the right to the Unit as mentioned below:
- (i) The Allottee shall have exclusive title to the Unit;
  - (ii) The Allottee shall also have undivided proportionate share in the Common Areas. Since the share interest of Allottee in the Common Areas is undivided and cannot be divided or separated, the Allottee shall use the Common Areas along with other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them. It is clarified that the Promoters shall hand over the common areas to the association of allottees after duly obtaining the completion certificate from the competent authority as provided in the Act;
  - (iii) That the computation of the price of the Unit includes recovery of price of land, construction of [not only the Unit but also] the Common Areas/Portions, internal development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity to the Unit, lift, water line and plumbing, finishing with paint, marbles, tiles, doors, windows, fire detection and firefighting equipment in the common areas, maintenance charges and includes cost for providing all other facilities, amenities and specifications to be provided within the Unit and the Project;
  - (iv) The Allottee has the right to visit the project site to assess the extent of development of the project and his Unit, as the case may be.
- 1.8 It is made clear by the Promoters and the Allottee agrees that the Unit along with right to use garage/covered/open/Mechanical parking shall be treated as a single indivisible unit for all purposes. It is agreed that the Project is an independent, self-contained Project covering the said Plot of Land and is not a part of any other project or zone and shall not form a part of and/or linked/combined with any other project in its vicinity or

otherwise except for the purpose of integration of infrastructure for the benefit of the Allottee. It is clarified that Project's facilities and amenities shall be available only for use and enjoyment of the Allottees of the Project.

- 1.9 The Promoter~~s~~ agree to pay all outgoings before transferring the physical possession of the Units to the Allottees, which it has collected from the Allottees, for the payment of outgoings (including land cost, ground rent, municipal or other local taxes, charges for water or electricity, maintenance charges, including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the project). If the Promoters fail to pay all or any of the outgoings collected by it from the Allottees or any liability, mortgage loan and interest thereon before transferring the units to the Allottee/s, the Promoters agree to be liable, even after the transfer of the property, to pay such outgoings and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefor by such authority or person.

- 1.10 The Allottee has paid a sum of Rs. .... (Rupees .....only) as booking amount being part payment towards the Total Price of the Unit at the time of application, the receipt of which the Promoters hereby acknowledge and the Allottee hereby agrees to pay the remaining of the total price of the Unit as prescribed in the Payment Plan (Schedule "C") as may be demanded by the Promoters within the time and in the manner specified therein.

Provided that if the allottee delays in payment towards any amount which is payable, he shall be liable to pay interest at the rate prescribed in the Rules.

- 1.11 The Allottee accepts and confirms that (1) the Land Share and the Share In Common Portions is a notional proportion that the Said Unit bears to the currently proposed area of the Said Building (2) if the area of the Said Building is recomputed by the Promoters or the Promoters integrate/add (notionally or actually) other lands to the Said Property (which the Promoters shall have full right to do and which right is hereby unconditionally accepted by the Allottee), then the Land Share and the Share In Common Portions shall vary accordingly and proportionately and the Allottee shall not question any variation (including diminution) therein (3) the Allottee shall not demand any refund of the Total Price paid by the Allottee on the ground of or by reason of any variation of the Land Share and the Share In Common Portions and (4) the Land Share and the Share in Common Portions shall not be divisible and partible and the Allottee shall accept (without demur) the proportionate share with

regard to various matters, as be determined by the Promoters, in its absolute discretion.

- 1.12 The Allottee admits and accepts that the Allottee and other Allottees of Units at the building shall form the Association and the Allottee shall become a member thereof. The Allottee shall bear and pay the proportionate expenses of the Association and shall acquire and hold membership with voting rights and in this regard the Allottee shall sign, execute and deliver necessary applications and all other papers, declarations and documents as may be required. The Allottee hereby irrevocably authorize and empower the Promoters to take appropriate steps on behalf of the Allottee for formation and registration of the Association. Notwithstanding formation of the Association, the Facility Manager shall look after the maintenance of the Common Portions. Each of the Allottee of Unit at the building shall be entitled to cast a vote at the meetings of the Association, irrespective of the size of his/her/its Apartment.
- 1.13 If any structural work or any other workmanship in the said Unit is claimed to be defective by the Allottee either at the time of possession or within a period of ..... months from the date of delivery of possession/deemed date of possession, the matter shall be referred to the Architect and the decision of the Architect in this regard shall be final and binding on the parties. If directed by the Architect, the Promoters shall at their own costs remove the defects. However, this shall in no manner entitle the Allottee to refuse to take possession of the said Unit and if the Allottee does so, the possession date called for by the Promoters in the possession letter or the Notice for possession shall be considered the **Deemed Possession** as contained in Possession Clause hereunder written and all the conditions of the possession taken by the Allottee shall apply and all consequences mentioned therein shall follow.

2. **MODE OF PAYMENT:**

Subject to the terms of the Agreement and the Promoters abiding by the construction milestones, the Allottee shall make all payments, on written demand by the Promoters and the same within the stipulated time as mentioned in the Payment Plan mentioned in **Schedule 'C'** hereunder and the same [through A/c Payee cheque/demand draft/bankers cheque or online payment (as applicable) in favour of the Promoters payable at Kolkata.

3. **COMPLIANCE OF LAW RELATING TO REMITTANCE:**

- 3.1 The Allottee, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act, 1934 and the Rules and

Regulations made thereunder or any statutory amendments/ modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale/ transfer of immovable properties in India etc. and provide the Promoters with such permission, approvals which would enable the Promoters to fulfill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or the statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Allottee understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve of Bank of India, he/she may be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

- 3.2 The Promoters accept no responsibility in regard to matters specified in para 3.1 above. The Allottee shall keep the Promoters fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee to intimate the same in writing to the Promoters immediately and comply with necessary formalities if any under the applicable laws. The Promoters shall not be responsible towards any third party making payment remittances on behalf of any Allottee and such third party shall not have any right in the application/allotment of the said Unit applied for herein in any way and the Promoters shall be issuing the payment receipts in favour of the Allottee only.

4. **ADJUSTMENT/APPROPRIATION OF PAYMENTS:**

The Allottee authorizes the Promoters to adjust and appropriate all payments which shall be made by him/her/them under any head(s) of dues against lawful outstanding of the allottee against the Unit, if any, in his/her/their name and the Allottee undertakes not to object/demand/direct the Promoters to adjust his/her/their payments in any manner.

5. **TIME IS ESSENCE:**

The Promoters shall abide by the time schedule for completing the project as disclosed at the time of registration of the project with the Authority and towards handing over the Unit to the Allottee and the common areas to the association of allottees or the competent authority, as the case may be.

6. **CONSTRUCTION OF THE PROJECT/ APARTMENT:**

The Allottee has seen the proposed layout plan, specifications, amenities and facilities of the Apartment and accepted the floor plan, payment plan

and the specifications, amenities and facilities which has been approved by the competent authority, as represented by the Promoters. The Promoters shall develop the Project in accordance with the said layout plans, floor plans and specifications, amenities and facilities, subject to the terms in this Agreement, the Promoters undertakes to strictly abide by such plans approved by the competent Authorities and shall also strictly abide by the bye-laws, FAR and density norms and provisions prescribed by the West Bengal Municipal Act, 1993 and shall not have an option to make any variation /alteration/modification in such plans, other than in the manner provided under this Agreement , and breach of this term by the Promoters shall constitute a material breach of the Agreement.

**Roof:** The ultimate roof of the Said Project shall mean the roof which will be for the common use of all the Allottees of the Said Project. The Promoters shall have the right of putting up signage and hoarding including neon sign of its name / logo / brand or the name of its segment or affiliates, as well as its products, on the roof or walls or common areas of the Said Project at its sole discretion.

## **7. POSSESSION OF THE APARTMENT/PLOT:**

- 7.1 **Schedule for possession of the said Unit-** The Promoters agree and understand that timely delivery of possession of the Unit to the allottee and the common areas to the association of allottees or the competent authority, as the case may be, is the essence of the Agreement. The Promoters assures to hand over possession of the Unit along with ready and complete common areas with all specifications, amenities and facilities of the project in place on \_\_\_\_\_ unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature affecting the regular development of the real estate project, insurrection, civil unrest, 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 ("Force Majeure"). If, however, the completion of the Project is delayed due to the Force Majeure conditions then the Allottee agrees that the Promoters shall be entitled to the extension of time for delivery of possession of the Unit:

Provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Allottee agrees and confirms that, in the event it becomes impossible for the Promoters to implement the project due to Force Majeure conditions, then this allotment shall stand terminated and the Promoters shall refund to the Allottee the entire amount received by the Promoters from the allotment within 45 days from that date. The Promoters shall intimate the allottee about such termination at least thirty days prior to such termination. After refund of

the money paid by the Allottee, the Allottee agrees that he/ she shall not have any rights, claims etc. against the Promoters and that the Promoters shall be released and discharged from all its obligations and liabilities under this Agreement.

- 7.2 Procedure for taking possession** - The Promoters, upon obtaining the occupancy certificate from the competent authority shall offer in writing the possession of the Unit, to the Allottee in terms of this Agreement to be taken within two months from the date of issue of occupancy certificate. [Provided that, in the absence of local law, the conveyance deed in favour of the allottee shall be carried out by the Promoters within 3 months from the date of issue of occupancy certificate]. The Promoters agrees and undertakes to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoters. The Allottee, after taking possession, agree(s) to pay the maintenance charges as determined by the Promoters/association of allottees, as the case may be after the issuance of the completion certificate for the project. The Promoters shall hand over copy of the occupancy certificate of the Unit, to the allottee at the time of Transfer of the same.
- 7.3 Failure of Allottee to take Possession of Unit** - Upon receiving a written intimation from the Promoters (Notice of Possession) as per para 7.2, the Allottee shall take possession of the Unit from the Promoters by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement and the Promoters shall give possession of the Unit to the Allottee. In case the Allottee fails to take possession within the time provided in Para 7.2, such Allottee shall continue to be liable to pay maintenance charges as specified in para 7.2 from the Deemed Date of Possession.
- 7.4 Possession by the Allottee** - After obtaining the occupancy certificate and handing over physical possession of the Units to the Allottees, it shall be the responsibility of the Promoters to hand over the necessary documents and plans, including common areas, to the association of Allottees or the competent authority, as the case may be, as per the local laws;
- Provided that, in the absence of any local law, the Promoters shall handover the necessary documents and plans, including common areas, to the association of allottees or the competent authority, as the case may be, within thirty days after obtaining the completion certificate and handing over possession of the Units to the Allottees.
- 7.5 Cancellation by Allottee** - The Allottee shall have the right to cancel/ withdraw his allotment in the Project as provided in the Act;



Provided that where the allottee proposes to cancel/withdraw from the project without any fault of the Promoters, the Promoters herein shall be entitled to forfeit the booking amount paid for the allotment. The balance amount of money paid by the allottee shall be returned by the Promoters to the allottee within 45 days of such cancellation.

- 7.6 **Compensation** - The Promoters shall compensate the Allottee in case of any loss caused to him due to defective title of the land, on which the project is being developed or has been developed, in the manner as provided under the Act and the claim for interest and compensation under this provision shall not be barred by limitation provided under any law for the time being in force.

Except for occurrence of a Force Majeure event, if the Promoters fails to complete or is unable to give possession of the Unit (i) in accordance with the terms of this Agreement, duly completed by the date specified in para 7.1 due to discontinuance of his business as a developer on account of suspension or revocation of the registration under the Act, or for any other reason, the Promoters shall be liable, on demand to the allottees, in case the Allottee wishes to withdraw from the Project without prejudice to any other remedy available, to return the total amount received by him in respect of the [Unit], with interest at the rate prescribed in the Rules including compensation in the manner as provided under the Act within forty-five days of it becoming due;

Provided that where if the Allottee does not intend to withdraw from the Project, the Promoters shall pay the Allottee interest at the rate prescribed in the Rules for every month of delay, till the handing over of the possession of the Apartment which shall be paid by the Promoters to the allottee within forty- five days of it becoming due.

8. **REPRESENTATIONS AND WARRANTIES OF THE PROMOTERS:**

The Promoters hereby represent and warrant to the Allottee as follows:

- (i) The Promoters have absolute, clear and marketable title with respect to the "said Plot of Land"; the requisite rights to carry out development upon the "said Plot of Land" and absolute, actual, physical and legal possession of the said Land for the Project;
- (ii) The Promoters have lawful rights and requisite approvals from the competent Authorities to carry out development of the Project;
- (iii) There are no encumbrances upon the "said Plots of Land" or the Project;

- (iv) There are no litigations pending before any Court of law or Authority with any adverse orders or restrictions impacting the Project in any manner;
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, "said Plot of Land" and Unit/Apartment are valid and subsisting and have been obtained by following due process of law. Further, the Promoters have been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, "said Plot of Land", Building and Unit and common areas;
- (vi) The Promoters have the right to enter into this Agreement and have not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;
- (vii) The Promoters have not entered into any agreement for transfer and/or development agreement or any other agreement/arrangement with any person or party with respect to the "said Plots of Land" including the Project and the said Unit which will, in any manner, affect the rights of Allottee under this Agreement;
- (viii) The Promoters confirm that the Promoters are not restricted in any manner whatsoever from transferring the said Unit to the Allottee in the manner contemplated in this Agreement;
- (ix) At the time of execution of the transfer deed the Promoters shall handover lawful, vacant, peaceful, physical possession of the Unit to the Allottee and the common areas to the association of allottees or the competent authority, as the case may be;
- (x) The Schedule Property is not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the Schedule Property;
- (xi) The Promoters have duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities till the completion certificate has been issued and possession of Unit, plot or building, as the case may be, along with common areas (equipped with all the specifications, amenities and facilities) has been handed over to the allottee and the association of allottees or the competent authority,

as the case may be in accordance with the terms and conditions of this Agreement;

- (xii) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received by or served upon the Promoters in respect of the said Land and/or the Project.

**9. EVENTS OF DEFAULTS AND CONSEQUENCES:**

9.1 Subject to the Force Majeure clause, the Promoters shall be considered under a condition of Default, in the following events:

- (i) Promoters fail to provide ready to move in possession of the Unit to the Allottee within the time period specified in para 7.1 or fails to complete the project within the stipulated time disclosed at the time of registration of the project with the Authority. For the purpose of this para 'ready to move in possession' shall mean that the Unit shall be in a habitable condition which is complete in all respects including the provision of all specifications, amenities and facilities, as agreed to between the parties, and for which occupation certificate and completion certificate, as the case may be, has been issued by the competent authority;
- (ii) Discontinuance of the Promoters' business as a developer on account of suspension or revocation of his registration under the provisions of the Act or the rules or regulations made thereunder.

9.2 In case of Default by Promoters under the conditions listed above, Allottee is entitled to the following:

- (i) Stop making further payments to Promoters as demanded by the Promoters. If the Allottee stops making payments the Promoters shall correct the situation by completing the construction milestones and only thereafter the Allottee be required to make the next payment without any interest; or
- (ii) The Allottee shall have the option of terminating the Agreement in which case the Promoters shall be liable to refund the entire money paid by the Allottee under any head whatsoever towards the purchase of the Unit, along with interest at the rate prescribed in the Rules within forty-five days of receiving the termination notice; Provided that where an Allottee does not intend to withdraw from the project or terminate the Agreement, he shall be paid, by the Promoters, interest at the rate prescribed in the Rules, for every month of delay till the handing over of the possession of the Unit,

which shall be paid by the Promoters to the allottee within forty-five days of it becoming due.

Provided further that all amounts collected as taxes, charges, levies, cess, assessments and impositions and deposited with the appropriate authorities concerned shall not be returned by the Developer/promoter and the Allottee(s) shall be free to approach the authorities concerned for refund of such taxes, charges, levies, cess, assessments and impositions.

9.3 The Allottee shall be considered under a condition of Default, on the occurrence of the following events:

- (i) In case the Allottee fails to make payments for consecutive demands made by the Promoters as per the Payment Plan annexed hereto, despite having been issued notice in that regard, the allottee shall be liable to pay interest to the Promoters on the unpaid amount at the rate prescribed in the Rules;
- (ii) In case of Default by Allottee under the condition listed above continues for a period beyond ----- consecutive months after notice from the Promoters in this regard, the Promoters may cancel the allotment of the Unit in favour of the Allottee and refund the money paid to it by the allottee by deducting the booking amount and the interest liabilities and this Agreement shall thereupon stand terminated;

Provided that the Promoters shall intimate the allottee about such termination at least thirty days prior to such termination.

10. **CONVEYANCE OF THE SAID UNIT/APARTMENT:**

The Promoters on receipt of Total Price of the Unit as per para 1.2 under the Agreement from the Allottee, shall execute a Conveyance Deed and convey the title in respect of the Unit together with proportionate indivisible share in the Common Areas within 3 months from the date of issuance of the occupancy certificate and the completion certificate, as the case may be, to the allottee:

Provided that, in the absence of local law, the Conveyance deed in favour of the allottee shall be carried out by the Promoters within 3 months from the date of issue of occupancy certificate. However, in case the Allottee fails to deposit the stamp duty and/or registration charges within the period mentioned in the notice, the Allottee authorizes the Promoters to withhold registration of the Conveyance Deed in his/her favour till payment of stamp duty and registration charges to the Promoters is made by the Allottee.

10.1. **Nomination by Allottee with Consent :** The Allottee admits and accepts that before execution and registration of Conveyance Deed of the Said Unit, the Allottee shall be entitled to nominate, assign and/or transfer the Allottee's right, title, interest and obligations under this Agreement on payment of 25% (twenty-five percent) of the market price in respect of the said Unit and appurtenances as may be prevailing at that time (to be determined by the Promoters) plus the amount of applicable taxes as nomination charge to the Promoters **subject to the covenant** by the nominee that the nominee shall strictly adhere to the terms of this Agreement and shall obtain prior written permission of the Promoters and that the Allottee and the nominee shall be bound to enter into a tripartite agreement with the Promoters.

10.2. **No Nomination Charges for Parent, Spouse and Children :** Subject to the approval and acceptance of the Promoters and **subject to the above conditions**, the Allottee shall be entitled to nominate, assign and/or transfer the Allottee's right, title and interest and obligations under this Agreement to parent, spouse and children, without payment of the aforesaid nomination charge.

**11. MAINTENANCE OF THE BUILDING/ PROJECT:**

The Promoters shall be responsible to provide and maintain essential services in the Project till the taking over of the maintenance of the project by the association of Allottees upon the issuance of the completion certificate of the project.

**12. DEFECT LIABILITY:**

12.1 It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Promoters as per the Agreement for Sale relating to such development is brought to the notice of the Promoters within a period of 5 (five) years by the Allottee(s) from the date of handing over possession, **save those as mentioned in clause 12.2 below**, it shall be the duty of the Promoters to rectify such defects without further charge, within 30 (thirty) days, and in the event of Promoter's failure to rectify such defects within such time, the aggrieved Allottees shall be entitled to receive appropriate compensation in the manner as provided under applicable laws for the time being in force.

12.2 The Promoters shall not be liable to rectify any defect occurring under the following circumstances:

- i) If there are changes, modifications or alteration in plumbing pipes and fittings and fixtures or change of wall or floor tiles after the

Allottee taking over possession of the Apartment, the Promoters will not take any responsibility of waterproofing, cracks or any defect in plumbing pipes and fittings and fixtures that have developed directly or indirectly due to such changes;

- ii) If there are changes, modifications or alteration in electrical lines and wirings after said possession unto the Allottee, the Promoters will not take any responsibility of any defect in electrical lines and wirings that have developed directly or indirectly due to such changes, modifications or alterations;
- iii) If there are changes, modifications or alterations in doors, windows or other related items, then the Promoters will not take responsibility of door locks or door alignment or seepage from windows or any other related defects arising directly or indirectly out of such changes, modifications or alterations;
- iv) If the Allottee after taking actual physical possession of the Unit, executes interior decoration work including any addition and/or alteration in the layout of the internal walls of the Unit by making any changes in the Unit, then any defect like damp, hair line cracks, breakage in floor tiles or other defects arising as a direct or indirect consequence of such alterations or changes will not be entertained by the Promoters;
- v) Different materials have different coefficient of expansion and contraction and as such because of this difference there are chances of cracks developing on joints of brick walls and RCC beams and columns. Any such cracks are normal in high rise buildings and needs to be repaired from time to time. Any cracks developed for reasons other than as mentioned above the Promoters shall get it rectified at its own cost.
- vi) If the materials and fittings and fixtures provided by the Promoter are not being maintained by the Allottee or his / her agents in the manner in which same is required to be maintained.
- vii) Any electrical fittings and/or gadgets or appliances or other fittings and fixtures provided by the Promoters in the Common Areas and/or in the Apartment going out of order or malfunctioning due to voltage fluctuations or other reasons not under the control of the Promoters and not amounting to poor workmanship or manufacture thereof.
- viii) If the Architect certifies that such defects are not manufacturing defect or due to poor workmanship or poor quality.

- 12.3 The liability of the Promoters to undertake any such remedial steps shall arise only in cases where the defect is established as having been caused due to the fault of the Promoter AND FURTHER PROVIDED THAT the same has not been caused and/or occasioned directly and/or indirectly, by/due to any act of commission and/or omission of any act, deed or thing of/by the Allottee and/or of/by the men, servants, contractors, agents personnel etc. of the Promoters and/or due to normal wear and tear etc. AND FURTHER PROVIDED THAT no steps have been/or taken by the Promoters of his/her/their/its own volition in an endeavor to rectify any such purported defect. In the event that there is any dispute specifically in relation to any alleged defect or deficiency as stated aforesaid, the said dispute shall, notwithstanding anything to the contrary contained in this Agreement, be referred to the Architect, whose decision in respect thereof shall be final and binding.

Notwithstanding anything herein contained it is hereby expressly agreed and understood that in case the Allottee, without first notifying the Promoters and without giving the Promoters the reasonable opportunity to inspect, assess and determine the nature of purported defect in the Unit, alters the state and condition of the area of the purported defect, then the Promoter shall be relieved of its obligations contained in clause 12 hereinabove.

13. **RIGHT TO ENTER THE APARTMENT FOR REPAIRS:**

The Promoters/maintenance agency/association of allottees shall have rights of unrestricted access of all Common Areas, garages/covered parking and parking spaces for providing necessary maintenance services and the Allottee agrees to permit the association of allottees and/or maintenance agency to enter into the Unit/Apartment or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.

14. **USAGE:**

Use of the Service Areas: The service areas, if any, as located within the "M. P. HOUSE", shall be earmarked for purposes such as parking spaces and services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks, Pump rooms, maintenance and service rooms, firefighting pumps and equipment's etc. and other permitted uses as per sanctioned plans. The Allottee shall not be permitted to use the services areas in any manner whatsoever, other than those earmarked as parking spaces and the same shall be reserved for use by the association of Allottees formed by the Allottees for rendering maintenance services.

15. **COMPLIANCE WITH RESPECT TO THE APARTMENT:**

- 15.1 Subject to para 12 above, the Allottee shall, after taking possession, be solely responsible to maintain the Unit at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Building, or the Unit, or the staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the Unit and keep the Unit, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized.
- 15.2 The Allottee further undertakes, assures and guarantees that he/she would not put any sign-board / name-plate, neon light, publicity material or advertisement material etc. on the face facade of the Building or anywhere on the exterior of the Project, building therein or Common Areas. The Allottees shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the Allottee shall not store any hazardous or combustible goods in the Unit or place any heavy material in the common passages or staircase of the Building. The Allottee shall also not remove any wall including the outer and load bearing wall of the Unit.
- 15.3 The Allottee shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoters and thereafter the association of allottees and/or maintenance agency appointed by association of Allottees. The Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.
- 15.4 The Allottee shall co-operate in the management and maintenance of the Building including the common portions and facilities thereat by the Promoters/the Maintenance Agency/the Association.
- 15.5 The Allottee shall observe the rules as may from time to time be framed by the Promoters/the Maintenance Agency/the Association for the beneficial common use and enjoyment of the common portions at the Building.
- 15.6 The Allottee shall pay for electricity and other utilities as may be consumed in or relating to the Said Unit and Appurtenances and the Common Portions, from the Date of Possession.
- 15.7 The Allottee shall be obliged to draw electric lines/wires, television cables, broadband data cables and telephone cables to the Said Unit only through the ducts and pipes provided therefor, ensuring that no inconvenience is caused to the Promoters or to the other allottees. The main electric meter shall be installed only at the common meter space in the Said Project. The Allottee shall under no circumstances be entitled to affix, draw or string



wires, cables or pipes from, to or through any part or portion of the Building and outside walls of the Building save in the manner as be indicated by the Promoters/the Maintenance Agency/the Association.

- 15.8 The Allottee shall not use or allow the Said Unit to be used as a religious establishment, hotel, hostel, boarding house, restaurant, nursing home, club, school or other public gathering place.
- 15.9 The Allottee shall not sub-divide the Said Unit and Appurtenances and the Common Portions, under any circumstances.
- 15.10 The Allottee shall not change/alter/modify the names of the Building and the Said Project from that mentioned in this Agreement.
- 15.11 The Allottee shall not use or permit to be used the Said Unit or the Common Portions or the Said Parking Space, if any, in such manner or commit any such act, which may in any manner cause nuisance or annoyance to other occupants of the Building and/or the neighboring properties and not to make or permit to be made any disturbance or to do or permit anything to be done that will interfere with the rights, comforts or convenience of other occupants of the building / Project.
- 15.12 The Allottee shall not store or cause to be stored and not to place or cause to be placed any goods, articles or things in the Common Portions.
- 15.13 The Allottee shall not obstruct pathways and passages or use the same for any purpose other than for ingress to and egress from the Said Unit and the Said Parking Space, if any.
- 15.14 The Allottee shall not violate any of the rules and/or regulations as may be laid down by the Promoters/the Maintenance Agency/the Association for use of the Common Portions.
- 15.15 The Allottee shall not 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 therefor.
- 15.16 The Allottee shall not carry on or cause to be carried on any obnoxious or injurious activity in or through the Said Unit, the Said Parking Space, if any and the Common Portions.
- 15.17 The Allottee shall not put up or affix any sign board, name plate or other similar things or articles in the Common Portions or outside walls of the Said Unit/Building/Said Project save at the place or places provided therefor **provided that** this shall not prevent the Allottee from displaying a standardized name plate outside the main door of the Said Unit.
- 15.18 The Allottee shall not keep any heavy articles or things that are likely to damage the floors or install or operate any machine or equipment **save** the usual home appliances

16. **COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY PARTIES:**

The Parties are entering into this Agreement for the allotment of the with the full knowledge of all laws, rules, regulations, notifications applicable to the project.

17. **ADDITIONAL CONSTRUCTIONS:**

The Promoters undertake that it has no right to make additions or to put up additional structure(s) anywhere in the Project after the building plan, layout plan, sanction plan and specifications, amenities and facilities has been approved by the competent authority(ies) and disclosed, except for as provided in the Act.

18. **PROMOTERS SHALL NOT MORTGAGE OR CREATE A CHARGE:**

After the Promoters executes this Agreement it shall not mortgage or create a charge on the Unit and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee who has taken or agreed to take such Unit.

19. **APARTMENT OWNERSHIP ACT (OR THE RELEVANT STATE ACT):**

The Promoters have assured the Allottees that the project in its entirety is in accordance with the provisions of the West Bengal Apartment Ownership Act, 1972. The Promoters showing compliance of various laws/regulations as applicable in West Bengal.

20. **BINDING EFFECT:**

Forwarding this Agreement to the Allottee by the Promoters does not create a binding obligation on the part of the Promoters or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee and secondly, appears for registration of the same before the concerned Sub-Registrar of Assurances at Kolkata as and when intimated by the Promoters. If the Allottee(s) fails to execute and deliver to the Promoters this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and/or- appear before the Sub-Registrar of Assurances at Kolkata for its registration as and when intimated by the Promoters, then the Promoters shall serve a notice to the Allottee for rectifying the default, which if not rectified within 30 (thirty) days from the date of its receipt by the Allottee, application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith including the booking amount shall be returned to the Allottee without any interest or compensation whatsoever.

Provided that all amounts collected as taxes, charges, levies, cess, assessments and impositions and deposited with the appropriate authorities concerned shall not be returned by the Developer/promoter and the Allottee(s) shall be free to approach the authorities concerned for refund of such taxes, charges, levies, cess, assessments and impositions.

21. **ENTIRE AGREEMENT:**

This Agreement, along with its schedules, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said unit/building, as the case may be.

22. **RIGHT TO AMEND:**

This Agreement may only be amended through written consent of the Parties.

23. **PROVISIONS OF THIS AGREEMENT APPLICABLE ON ALLOTTEE/SUBSEQUENT ALLOTTEES:**

It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Unit and the Project shall equally be applicable to and enforceable against and by any subsequent Allottees of the Unit, in case of a transfer, as the said obligations go along with the Unit for all intents and purposes.

24. **WAIVER NOT A LIMITATION TO ENFORCE:**

24.1 The Promoters may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement, waive the breach by the Allottee in not making payments as per the Payment Plan [Annexure C] including waiving the payment of interest for delayed payment. It is made clear and so agreed by the Allottee that exercise of discretion by the Promoters in the case of one Allottee shall not be construed to be a precedent and /or binding on the Promoters to exercise such discretion in the case of other Allottees.

24.2 Failure on the part of the Parties to enforce at any time or for any period of time the provisions hereof shall not be construed to be a waiver of any provisions or of the right thereafter to enforce each and every provision.

25. **SEVERABILITY:**

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made

thereunder or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to Act or the Rule and Regulations made thereunder or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

26. **METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT:**

Wherever in this Agreement it is stipulated that the Allottee has to make any payment, in common with other Allottee(s) in Project, the same shall be the proportion which the carpet area of the Unit bears to the total carpet area of all the Apartments in the Project.

27. **FURTHER ASSURANCES:**

Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

28. **PLACE OF EXECUTION:**

The execution of this Agreement shall be completed only upon its execution by the Promoters through its authorized signatory at the Promoters' Office, or at some other place, which may be mutually agreed between the Promoters and the Allottee, in Kolkata after the Agreement is duly executed by the Allottee and the Promoters or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar at Kolkata. Hence this Agreement shall be deemed to have been executed at Kolkata.

29. **NOTICES:**

That all notices to be served on the Allottee and the Promoters as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee or the Promoters by Registered Post at their respective addresses specified below:

\_\_\_\_\_ Name of Allottee

\_\_\_\_\_ (Allottee Address)

M/s \_\_\_\_\_ Promoters name

\_\_\_\_\_ (Promoters Address)

It shall be the duty of the Allottee and the Promoters to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Registered Post failing which all communications and letters posted at the above address shall be deemed to have been received by the Promoters or the Allottee, as the case may be.

30. **JOINT ALLOTTEES:**

That in case there are Joint Allottees all communications shall be sent by the Promoters to the Allottee whose name appears first and at the address given by him/her which shall for all intents and purposes to consider as properly served on all the Allottees.

31. **SAVINGS:**

Any application letter, allotment letter, agreement, or any other document signed by the allottee in respect of the apartment, plot or building, as the case may be, prior to the execution and registration of this Agreement for Transfer for such apartment, shall not be construed to limit the rights and interests of the allottee under the Agreement for Transfer or under the Act or the rules or the regulations made thereunder.

32. **GOVERNING LAW:**

That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the Act and the Rules and Regulations made thereunder including other applicable laws of India for the time being in force.

33. **DISPUTE RESOLUTION:**

All or any disputes arising out or touching upon or in relation to the terms and conditions of this Agreement, including the interpretation and validity of the terms thereof and the respective rights and obligations of the Parties, shall be settled amicably by mutual discussion, failing which the same shall be settled under the Arbitration and Conciliation Act, 1996.

**SCHEDULE 'A' Part -I**

**DESCRIPTION OF THE "PLOT OF LAND"/"SAID PROPERTY"**

**All That** the piece and parcel of Land measuring about 13 (Thirteen) Cottahs 1 (one) Chittack 19 (Nineteen) Square Feet more or less together with old and dilapidated three storied brick built building comprising of office space on the Ground Floor measuring about 5800 Square Feet and the office space on the First Floor measuring about 5800 Square Feet and office space on the Second Floor measuring about 5800 Square Feet erected thereat and the same situated lying at and being Municipal Premises No.13, India Exchange Place (formerly S/I, Royal Exchange place) Police Station Hale street, Ward No. 47, Bangalore- 700001. The said Plot of Land is butted and bounded in the manner as follows:

- On the North : By Premises No.7, Swallow Lane  
 On the South : By Parity Inclusive Building Office and premises No.12, India Exchange Place.  
 On the East : By Premises and 25 Swallow Lane and Premises No.12, India Exchange Place  
 On the West : By Premises No.14, India Exchange Place

**SCHEDULE 'A' Part II**

**DESCRIPTION OF THE UNIT" WITH OR WITHOUT RIGHT TO USE COVERED/OPEN MECHANICAL PARKING SPACE (IF APPLICABLE) ALONGWITH BOUNDRIES OF THE APARTMENT/UNIT IN ALL FOUR DIRECTIONS**

**ALL THAT** the Office Space being Unit No. \_\_\_\_\_ containing by measurement carpet area \_\_\_\_\_ Square Feet by the nature of title and/or use together With right to use \_\_\_\_\_ (\_\_\_\_\_) Open/Covered/Mechanical car parking space for medium sized car on the Ground Level having an area of \_\_\_\_\_ Square Feet of the building complex named and known as "MLP/ROU-B" in Municipal Premises No.13, India Exchange Place (formerly 7/1, Royal Exchange place) Police Station Hare street, Ward No. 45 Kolkata- 700001, Together With undivided proportionate share or interest in the land beneath the building at No.13, India Exchange Place Police Station Hare street, Ward No. 45 Kolkata- 700001, shown and delineated in the PLAN annexed hereto and marked "X" together with right to enjoy the common facilities more fully described in the "D" Schedule hereunder written As Also the common parts described in the "D" Schedule hereunder written As

**SCHEDULE 'B'**

**FLOOR PLAN OF THE UNIT**

SCHEDULE 'C'  
PAYMENT PLAN

**EXTRAS:**

1. The Allottee would pay to the Promoters the proportionate amounts of the costs, charges and expenses on account of the following :-
  - a) Obtaining of electricity connection for the Building Complex including installation of the Transformer;
  - b) Installation of common Generator and its accessories for providing connection to the several Units at the Complex for supply of power during power failure;
  - c) Formation of Association;
  
2. In addition to the above specified amounts, the Allottee shall also pay to the Promoters the following amounts:-
  - a) Proportionate share of the costs charges and expenses for setting up or providing any additional or extra facilities or installations at the complex in addition to those mentioned in the *Schedule "E"* hereunder written.
  - b) Amounts of stamp duty, registration fees and other costs and expenses on account of the execution and registration of this Agreement and of the sale deed and other documents to be executed and/or registered in pursuance hereof.
  - c) Security Deposit as may be required by CESC Limited as also the amounts of expenses required to be incurred for separate meter in respect of the "said Unit" directly from CESC Limited and proportionate share of the security deposit in respect of the common meters in respect of the Common Areas and Installations.
  - d) Service Tax, Value Added Tax (VAT), or any other statutory charges/levies by any name called, if applicable and payable on construction of the "said Unit" or on the transfer thereof and/or on any amount or outgoing (including Maintenance Charges) payable by the Allottee in respect of the "said Unit".
  - e) All taxes, levies, betterment fees, development charges etc., under any statute rules and regulations on the "said Premises" and/or the "said Unit" and/or the Building or on the construction or transfer of the "said Unit" envisaged hereunder payable by the Allottee wholly if the same relates to the "said Unit" and otherwise proportionately.

**DEPOSITS:**

- (a) The Allottee shall keep deposited with the Promoters an amount to be calculated @ Rs.\_\_\_\_/- per Square Feet of the total Carpet area of the "said Unit" as and by way of security for due payment by the Allottee in respect of the monthly maintenance charges and other outgoings on account and in respect of the "said Unit". Such deposit amount shall carry no interest;
- (b) The Allottee shall keep deposited with the Promoters an amount to be calculated @ Rs.\_\_\_\_/-per Square Feet of the total carpet-area of the "said Unit" as and by way of security for due payment by the Allottee in respect of the Municipal tax and other rates and taxes on account of the "said Unit" for the period from the date of possession till separate assessment of Municipal taxes in respect of the "said Unit". Such deposit amount shall carry no interest.
- (c) The Allottee shall keep deposited with the Promoters an amount to be calculated @ Rs.\_\_\_\_/- per Square Feet of the total carpetarea of the "said Unit" towards sinking funds for and on account of repair, replacement and installation of capital assets at the building. Such deposit shall carry no interest.

**CONSIDERATION:**

The said total consideration of ...../= (Rupees .....)  
Only mentioned in *Clause* ..... of the Agreement hereinafore shall be paid by the Allottee/s to the Developer in installments as follows:

Sl. No.	Payment Stages Consideration Amount	Amount
1.	On or before execution of this Agreement;	₹
2.	On or before .....	₹
3.	On or before taking possession and/or registration of Conveyance Deed of the "said Unit", whichever is earlier;	₹
	<b>Total:</b>	₹

**Provided However That** the Allottee herein will be required to pay to the Developer along with the amount of each of the above stated installments towards consideration, the amount of G.S.T. at the rate as may then be payable;

**Provided Also That** along with last installments towards payment of consideration as above, the Allottee shall also pay to the Developer the amounts of Extras and Deposits in equal proportion as per *Clause* ..... of the Agreement.



**SCHEDULE 'D'****SPECIFICATIONS, AMENITIES, FACILITIES (WHICH ARE  
PART OF THE APARTMENT)**

- Structure:** RCC framed structure on Pile Foundation incorporating Earthquake Resistant Design as per relevant IS Code.
- Flooring:** Vitrified Tiles of Reputed make in the Office Space/Unit and Anti-skid tiles in Bathroom.
- Interiors:** All the interior walls will be finished with plaster of Paris;
- Toilets:** Elegant CP fittings, Anti-skid Tiles on the floor and Ceramic Tiles on the wall up to Door Height. Concealed piping for water and Western Style Sanitary fittings. All the fittings will be of reputed make.
- Doors:** Main door: Teak Wood Polish finish flush Door with Night Latch of reputed make. Other Doors: Salwood frame with flush doors of good quality;
- Windows:** Powdered Coated Aluminum window with glass panes.
- Roof:** Properly waterproofed.
- Electrical:** Insulated Copper Concealed wiring upto the Office Space/Unit;
- Note:** The layout and specification contained in the above schedule are tentative and subject to alternation/modification on account of technical reasons, without any reference.

**SCHEDULE 'E'****SPECIFICATIONS, AMENITIES, FACILITIES (WHICH ARE  
PART OF THE PROJECT)****Common parts, amenities and facilities at the building shall include:-**

- a) The beams supports, main walls, corridors, lobbies, stair-landings, stair-ways, pump room, lift well, lift machine rooms, electric meters room entrance to and exits from the building and other areas and spaces of the buildings intended for the common use;
- b) Installation of common services such as water sewerage etc;
- c) Lift, generator, pump, motor, pipes, ducts and all apparatus and installations in the said building for common use;
- d) Underground water reservoir and the overhead water tank water pump with motor and water distribution pipes to the overhead water Tank and also to all floor of the building.
- e) Water waste and sewerage evacuation pipes and drains from the units to drain and sewers.
- f) Electrical installations with main switch and the meter.

- g) Concealed Electric Wiring and fittings and fixtures for lighting the stair case, common areas, lobby and landings and also operating the lift.
- h) Toilets on the ground floor for drivers, servants and security personnel.
- i) Fire fighting equipments in the common parts of the building.
- j) Such other areas, installations and/or facilities as the Promoter may specify to from part of the common parts, areas and installations of the building.

**Specification:-**

<b>Foundation:</b>	RCC Pile Foundation.
<b>Structure:</b>	R.C.C. framed structure.
<b>Brick Work:</b>	Brick work 10"/5" & 3" with specified plaster.
<b>Flooring:</b>	Vitrified Tiles of Reputed make.
<b>Main Door:</b>	Teak Wood Polish finish flush Door with Night Latch of reputed make.
<b>Other Door:</b>	Salwood frame with flush doors of good quality.
<b>Windows:</b>	UPVC / Powdered Coated Aluminum window with glass panes.
<b>Electric Wiring:</b>	Insulated Copper Concealed wiring with Modular Switches. MCB for each Flat. TV/AC point in all Bedrooms and Living.
<b>Water Supply:</b>	Un-interrupted water supply with pumping arrangements to overhead reservoir.
<b>Exterior:</b>	A unique blen of ornamental and modern architecture with Blend of weather proof paint.
<b>Interior Finish:</b>	All the interior walls will be finished with plaster of Paris.
<b>Elevator:</b>	Two Automatic Elevators of reputed make.
<b>Power Back-up:</b>	Emergency power backup for Common Area Lighting and Three lifts. Emergency power backup in each flat for Lights and Fan. Choice of component is at the sole discretion of the Transferor in case there are multiple options.

**Common & Lobby Area:**

<b>Flooring:</b>	Vitrified Tiles in lobbies on all floors. VDF Flooring/ Paver Block in Covered Car park. Grass track Paver/ Paver Block/ Bituminous Surface in Open Car park
<b>Interiors:-</b>	Skin Coat-Engineered plaster/ OBD painting over P.O.P/ Putty punning on cement plaster
<b>Stairs:</b>	Indian Patent Stone Flooring / MS/Brick railing with MS pipe hand rail.
<b>Lift Facia:</b>	Vitrified Tiles with Granite / marble in ground floor lobby.
<b>Roof:</b>	Properly waterproofed.

**NOTE:** The layout and specification contained in the above schedule are tentative and subject to alternation/modification on account of technical reasons, without any reference.

**SCHEDULE 'F'**

**"Devolution of Title"**

1. Originally, Rai Bahadur Bhupati Nath Deb was seized and possessed of or otherwise well and sufficiently entitled as the absolute owner in respect of **ALL THAT** the piece and parcel of Plot of Land containing by measurement an area of 13 Cottahs 1 Chittack and 19 Sq.ft. together with brick built three storied building lying erected and/or built thereon situate lying at and being Municipal Premises No.5/1, Royal Exchange Place (subsequently renumbered as Premises No.13, India Exchange Place), P.S. Hare Street, Kolkata-700001, more fully described in the First Schedule hereunder written (hereinafter referred to as the "said Premises"), by virtue of Deed of Partition dated the 23<sup>rd</sup> February, 1917 registered in Book No.I, Volume No.26, Pages 22 to 85, Being No.579 for the year 1917 at the office of the District Sub-Registrar - Alipore.
2. On the 23<sup>rd</sup> September, 1959 the said Rai Bahadur Bhupati Nath Deb, who was a Hindu governed by Dayabhaga School of Hindu Law, died leaving his Last Will and Testament dated 20<sup>th</sup> December, 1957 duly registered in Book No.III, Volume No.10, Being No.292 for the year 1957 at the office of the Registrar of Assurances, Kolkata.
3. By his said registered Last Will and Testament dated the 20<sup>th</sup> September 1957, the said Testator Late Rai Bahadur Bhupati Nath Deb had given and bequeathed the "said Premises" jointly in favour of his son Tulsi Charan Deb and daughter Madhuri Bala Badalia and the same in equal proportion, absolutely and forever.
4. On an application made by the said legatees Tulsi Charan Deb and Madhuri Bala Badalia being Probate Case No.47 of 1962, the Hon'ble High Court, Calcutta, by an order dated 25<sup>th</sup> September, 1985 duly granted Probate in respect of the said Last Will of Late Rai Bahadur Bhupati Nath Deb appointing the said Tulsi Charan Deb and Madhuri Bala Badalia as the executor and executrix respectively. On an appeal preferred against the said order granting Probate of the Last Will of the said deceased, the Division Bench of the Hon'ble High Court, Calcutta by a judgment and order dated 5<sup>th</sup> August, 1988 was pleased to dismiss the said appeal.
5. In pursuance of the said Last will of the said Rai Bahadur Bhupati Nath Deb (since deceased) and also in view of the grant of the probate of the said Last Will by the Hon'ble High Court, Calcutta as hereinbefore stated, the said Sri Tulsi Charan Deb and Smt. Madhuri Bala Badalia jointly became

the absolute owners in respect of the "said Premises" being Land and Premises No.13, India Exchange Place (formerly 5/1, Royal Exchange Place), P.S. Hare Street, Kolkata - 700001, more fully described in the First Schedule hereunder written, each having equal undivided  $\frac{1}{2}$  (one-half) share or interest therein.

6. Pending the issuance of the Probate of the Last Will and Testament of Late Rai Bahadur Bhupati Nath Deb as aforesaid, one Sri Kamal Kumar Deb and others claiming themselves to be the heirs and legal representatives of Late Rai Bahadur Bhupati Nath Deb had granted Lease in respect of the said Land and Premises No.13, India Exchange Place (formerly No.5/1, Royal Exchange Place), Kolkata in favour of one Sri Madan Lal Lohia (since deceased) for a period of 31(thirty-one) years commencing from March 1, 1960 and at the lease rent and on the terms and conditions recorded in the registered Indenture of Lease dated the 5<sup>th</sup> day of March, 1960.
7. Since after obtaining the Lease in respect of the "said Premises", the said Lessee Sri Madan Lal Lohia had sub-let/sub-leased portions of the said premises in favour of different sub-tenants/sub-lessees. The said original Lessee Madan Lal Lohia had died on or about July 13, 1980 and thereupon his son Mahabir Prasad Lohia had become Lessee in respect of the said premises.
8. The term of the said Lease by virtue of the said registered Indenture of Lease dated 5<sup>th</sup> March, 1960 had expired on February 28, 1991 and thereupon the said Lessee Mahabir Prasad Lohia (son of the Original Lessee Late Madan Lal Lohia) as also all the occupants in respect of portions of the said premises had become liable to vacate the "said Premises". Accordingly, in or about March, 1991 the then owners Tulsi Charan Deb and Smt. Madhuri Bala Badulia had jointly instituted an Eviction Suit against the said Lessee as also several occupants being C.S. No.145 of 1991 (Tulshi Charan Deb & Anr. -Vs- Mahabir Prasad Lohia & Ors.) before the Hon'ble High Court, Calcutta in its Ordinary Original Civil Jurisdiction, inter alia, for decree for declaration and various other reliefs. Subsequently, on the death of the said original defendant Mahabir Prasad Lohia, his widow Smt. Sita Devi Lohia along with his sons and daughters were substituted as party defendants in the said suit.
9. The said co-owner Smt. Madhuri Bala Badulia from time to time during the year 1998 sold, transferred and conveyed on ownership basis 5(five) several office rooms and other spaces of the building at the "said Premises" respectively in favour of Messrs Sekai Private Limited, Messrs Asian Securities Exchange Private Limited, Messrs B.N.K. Securities Private Limited and Messrs Brijnath Khandelwal & Co. by virtue of 6(six) several registered Deeds, the detailed particulars whereof are stated in Part - II of the Second Schedule hereunder written.

10. The said co-owner Sri Tulsi Charan Deb by 2(two) registered Deeds of Conveyance respectively dated 22<sup>nd</sup> April, 1999 and 23<sup>rd</sup> April, 1999 respectively bearing Deed No.00623 and No.00155 both for the year 2003 registered at the office of the Additional Registrar of Assurances, Kolkata, sold, transferred and conveyed on ownership basis several Office Rooms in aggregate measuring super built up area of 1979 Sq.ft. on the Second Floor of the building at the "said Premises" in favour of Messrs Trans Globe Container Services (India) Private Limited In pursuance of an order dated 15.1.2007 passed by the Hon'ble High Court, Calcutta in a proceeding under Sections 391(1) and 393 of the Companies Act, 1956, the said Messrs Trans Globe Infotech Services Private Limited amalgamated with one Messrs Ranjit Shipping Private Limited and thereupon all the right, title and/or interest of the said Messrs Trans Globe Infotech Services Private Limited stood vested unto and in favour of the said Transferee Messrs Ranjit Shipping Private Limited
11. The said Brijnath Khandelwal and Kedia & Co., respectively the defendant nos.29 and 30 in the said Suit being C.S. No.145 of 1991, were transposed as Plaintiff nos.3 and 4 in the said suit pending before the Hon'ble High Court, Calcutta.
12. Subsequently, the said Brijnath Khandelwal and Kedia & Co. duly surrendered their respective tenancy right and further duly made over possession in respect of the office rooms in their possession unto and in favour of their Landlords/Owners M/s. Asian Securities Exchange Pvt. Ltd., M/s. B.N.K. Securities Private Limited and M/s. Brijnath Khandelwal & Co.
13. On the 15<sup>th</sup> day of January, 2003 the said co-owner Sri Tulsi Charan Deb, who was a Hindu governed by Dayabhaga School of Hindu Law died intestate leaving him surviving his widow Smt. Utpala Deb, son Anindya Deb and daughter Smt. Anwesha Ghosh, as his only heir, heiresses and legal representatives, who had jointly inherited the estate of the said deceased including his undivided  $\frac{1}{2}$  (one-half) share or interest in the "said Premises". The said Smt. Utpala Deb, Sri Anindya Deb and Smt. Anwesha Ghosh were duly substituted respectively as Plaintiff Nos.1(a), 1(b) and 1(c) in place and stead of Late Tulsi Charan Deb in the said Suit being C.S. No.145 of 1991 pending before the Hon'ble High Court, Calcutta.
14. By an exparte decree dated 16<sup>th</sup> March, 2009 passed by the Hon'ble High Court, Calcutta the said Eviction Suit being C.S. No.145 of 1991 (Utpala Deb & Ors. -Vs- Sita Devi Lohia & Ors.) was disposed of, inter alia, declaring that the Lease Deed dated 05.03.1960 was void and not binding on the plaintiffs and further directing the defendants/occupants to vacate and make over vacant possession of portions of the said premises in their respective occupation in favour of the owners/decree-holders.

15. The judgment debtors Sita Devi Lohia & Ors. had made an application being G.A. No.1494 of 2009, inter alia, praying for setting aside of the said exparte decree dated 16.3.2009 passed in C.S. No.145 of 1991. By an order dated 29<sup>th</sup> April 2010, the Hon'ble Court was pleased to dismiss the said application. The said Sita Devi Lohia & Ors., had moved an appeal being A.P.O. No.221 of 2010 against the said order dated 29.4.2010. By an order dated 9.9.2010 passed by the Hon'ble Division Bench, the said appeal being A.P.O. No.221 of 2010 was dismissed.
16. On the said owners/decree-holders Smt. Utpala Deb & others having moved an application for execution of the said decree dated 16<sup>th</sup> March, 2009 being E.C. No.110 of 2009 (Utpala Deb & Ors. -Vs- Smt. Sita Devi Lohia & Ors.) before the Hon'ble High Court, Calcutta, by an order dated 27<sup>th</sup> August, 2009 the Hon'ble Court was pleased to appoint Mr. Ranjan Sinha, Advocate as Receiver/Special Officer to take possession of the said Premises No.13, India Exchange Place, Kolkata, except portions of Baijnath Khandelwal and Messrs Kedia & Co. By subsequent orders dated 8.9.2009 and 22.9.2014 the Learned Receiver/Special Officer was, inter alia, directed to take over possession and further make over to the said owners/decree-holders the possession of the "said Premises", except the portions owned and possessed by the said M/s. Asian Securities Exchange Private Limited, M/s. B.N.K. Securities Private Limited, M/s. Brijnath Khandelwal & Co., M/s. Sekai Private Limited and M/s. Ranjit Shipping Private Limited
17. On the 16<sup>th</sup> October, 2009 the said co-owner Smt. Madhuri Bala Badalia, who was a Hindu Bengali Lady governed by Dayabhaga School of Hindu Law, also died intestate and without having any issue. The husband of the said deceased had predeceased her. On the death of the said Smt. Madhuri Bala Badalia, her remaining undivided share and/or interest in the "said Premises" reverted back and further vested unto and in favour of the heirs and heiresses of her deceased father, namely, the said Smt. Utpala Deb, Sri Anindya Deb and Smt. Anwasha Ghosh and the same in equal proportion and absolutely, as per the provisions of the Hindu Succession Act, 1956.
18. In the premises aforesaid, the said Smt. Utpala Deb, Sri Anindya Deb and Smt. Anwasha Ghosh, the Owners abovenamed had jointly become the absolute owners in respect of the remaining unsold portion of the said Land and Premises No.13, India Exchange Place (formerly 5/1, Royal Exchange Place), Kolkata, absolutely and the same in equal proportion.
19. In pursuance of the said order dated 22<sup>nd</sup> September, 2014 passed by the Hon'ble High Court, Calcutta in the said Execution Case No.110 of 2009 (Utpala Deb & Ors. -Vs- Sita Devi Lohia & Ors.), the Learned Receiver/Special Officer Mr. Ranjan Sinha, Advocate on the 13<sup>th</sup> day of January, 2015 duly made over to the said owners/decree-holders Smt. Utpala Deb & Others the vacant and peaceful possession of the "said

Premises", except the portions owned and possessed by the said M/s. Asian Securities Exchange Private Limited, M/s. B.N.K. Securities Private Limited, M/s. Brijnath Khandelwal & Co., M/s. Sekai Private Limited and M/s. Ranjit Shipping Private Limited

20. By virtue of a Deed of Conveyance dated the 22<sup>nd</sup> day of December, 2010 registered in Book No.I, CD Volume No.51, Pages 3106 to 3133, Being No.15508 for the year 2010 at the office of ARA-I, Kolkata, the said owner Smt. Utpala Deb sold, transferred and conveyed on ownership basis unto and in favour of Messrs Mittra Properties Private Limited **ALL THAT** the Office Space measuring 2900 Sq.ft. on the Ground Floor of the building together with undivided proportionate share in the land at Premises No.13, India Exchange Place, Kolkata - 700001, absolutely.
21. In the premises aforesaid, the said Smt. Utpala Deb, Sri Anindya Deb, Smt. Anwesha Ghosh, Sekai Private Limited, Ranjit Shipping Private Limited (formerly Trans Globe Container Services (I) Private Limited), Asian Securities Exchange Private Limited, B.N.K. Securities (P) Ltd., Brijnath Khandelwal & Co. and Mittra Properties Private Limited are, therefore, jointly the absolute owners in respect of the "said Premises" being Land and Premises No.13, India Exchange Place, Kolkata - 700 001, more fully described in the Schedule "A" Part-I hereinabove, free from all encumbrances whatsoever.

#### SCHEDULE "G"

Costs, expenses and outgoings and obligations for which all Allottees are to contribute proportionately.

- a) The expenses of maintaining, repairing, redecoration, renewing the main structure and in particular the drainage, rain water discharge arrangement, water supply system, supply of electricity to all common areas mentioned in the *Schedule "E"* above written;
- b) The expenses of repairing, maintaining, white washing and colour washing the main structure of the building including the exterior of the building and also the common areas of the building described in the *Schedule "E"* above written;
- c) The cost of cleaning and lighting the entrance, Drive, ways and passages of the building complex and also the building lobby, corridors, stair-case, lift and other common areas;
- d) Cost of decorating the exterior of the building;
- e) Costs of security arrangements;
- f) Salary, Wages, fees and remuneration of Durwans./Security Staff /Guards/Lift man, Sweepers, Plumbers, Electricians, Care-takers or any other persons whose appointment may be considered necessary for

- maintenance and protection of the said building and administration and management of the affairs thereof;
- g) Costs of installing and maintaining fire safety equipments and also fire safety and security measures as required under the concerned laws and rules.
  - h) Insurance Premium for insurance of the building, if insured against earthquake, fire and other risks;
  - i) Costs and expenses for running and operation all machine equipments and installations comprised in the common parts, areas and installation including lift, Generator, water pump with motor etc. and also costs of repairing and replacing the same;
  - j) Costs of establishment and other expenses of the Association for and on account of looking after the common purposes;
  - k) Expenses for serving/supply of common facilities and amenities;
  - l) All other costs, expenses and outgoings including litigation costs for common purposes;
  - m) Such other costs and expenses as are necessary incidental to the maintenance or up-keeping of the premises and of the common area facilities and amenities;

IN WITNESS WHEREOF parties hereinabove named have set their respective hands and signed this Agreement for Sale at Kolkata in the presence of attesting witness, signing as such on the day first above written.

**SIGNED AND DELIVERED BY THE WITHIN NAMED:**

**Allottee: (including joint buyers)**

- (1) Signature .....
- Name .....
- Address .....

Please affix  
Photographs  
and sign across  
the  
photograph

- (2) Signature .....
- Name .....
- Address .....

Please affix  
Photographs



and sign  
across the  
photograph

**SIGNED AND DELIVERED BY THE WITHIN NAMED:**

**Promoters:**

(1)      Signature .....

          Name .....

          Address .....

Please affix  
Photographs  
and sign  
across the  
photograph

At .....on .....in the presence of:

**WITNESS:**

(1)      Signature .....

          Name .....

          Address .....

(2)      Signature .....

          Name .....

          Address .....