

**THIS AGREEMENT FOR SALE** made this the                      day of                      **TWO THOUSAND AND EIGHTEEN**

**BETWEEN**

**ORBIT VICTORIA GRIHNIRMAN PVT LTD (PAN AADCC2914M)** a company within the meaning of the Companies act 1956 as extended by the Companies Act 2013 having its registered office situated at No. 1 Garstin Place, P.S. Hare Street, P.O. GPO, Kolkata 700 001 and represented by its Director Shri V. N. RATHI (PAN:ADKPR4359L son of Late Satya Narayan Rathi of No. 1 Garstin Place, P.S. Hare Street, P.O. GPO, Kolkata 700 001 hereinafter referred to as the **VENDOR/SELLER** (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successor and/or successors in office/interest and assigns) of the **ONE PART**

**AND**

**TULIP ENCLAVE PVT. LTD. (PAN: AAECTO278L)**, a company within the meaning of the Companies act 1956 having its registered office at 8, Camac Street, 6<sup>th</sup> Floor, Kolkata-700 017 and represented by its Director, Mr. Zubin Dipak Mehta (**PAN: AHPPM0981L**), son of Mr. Dipak Mehta of 8, Camac Street, 6<sup>th</sup> Floor, Kolkata-700 017 hereinafter referred to as the **PURCHASER** (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his/her heirs, legal representatives, executors, administrators and permitted assigns) of the OTHER PART

**WHEREAS:**

- A) In pursuance of a registered Deed of Conveyance dated 31<sup>st</sup> July 1946 and made between Ernest Joseph Solomon therein referred to as the Vendor and Bata India Limited therein referred to as the Purchaser and registered at the office of the Sub Registrar of Calcutta (as it was then known) in Book No. I Volume No.72 Pages 184 to 189 Being No.2713 for the year 1946 the said Bata India Limited became absolutely seized and possessed of and/or otherwise well and sufficiently entitled to ALL THAT the piece and parcel of revenue redeemed land containing by estimation an area of 2 (two) Bighas 6 (cottahs) 2 (two) chittacks and 30 sq.ft. (more or less) TOGETHER WITH ALL THAT the partly one storied and partly two storied brick built building standing thereon situate lying at and being Premises No. 30 Shakespeare Sarani (formerly Theatre Road) Kolkata 700 071 (and prior thereto being Premises No. 15, thereafter 14 then 16 then 30A, 30B, 30C and 30D Theatre Road) (more fully and particularly mentioned and described in the FIRST SCHEDULE hereunder written and hereinafter referred to as the said PREMISES)
- B) The said Bata India Limited continued to remain in uninterrupted possession and occupation of the said Premises until such time the same had been transferred in the manner as hereinafter stated.
- C) By a registered Deed of Conveyance dated 18<sup>th</sup> June 2009 and registered at the office of the Registrar of Assurances, Kolkata in Book No. I CD Volume No.13 Pages 7913 to 7932 Being No. 06208 for the year 2009 and made between Bata India Limited therein referred to as the Vendor of the First Part and KND Engineering Technologies Limited therein referred to as the Confirming Party of the Second Part and Corporate Services Apartments Hotels Private Limited therein referred to as the Purchaser of the Third Part the said Bata India Limited for the consideration therein mentioned sold transferred and conveyed the entirety of the said Premises unto and in favour of the said Corporate Services Apartments Hotels Private Limited
- D) The said Corporate Services Apartments Hotels Private Limited after having acquired the said Premises caused its name to be mutated in the records of Kolkata Municipal Corporation and also caused a map or plan to be sanctioned by the authorities concerned being No.2013070043 dated 08.05.2013 (hereinafter referred to as the said PLAN) whereby the said Corporate Services Apartments Hotels Private Limited became entitled to construct erect and complete a new building at the said Premises comprising of basement, ground plus 13 (thirteen) upper floors comprising of various self contained flats units apartments constructed spaces and car parking spaces capable of being held and/or enjoyed independently of each other (hereinafter referred to as the NEW BUILDING)
- E) The name of Corporate Services Apartments Hotels Private Limited has since been changed to Orbit Victoria Grihnirman Pvt Ltd and a fresh certificate of incorporation has been granted and/or issued by the Registrar of Companies, West Bengal

- F) The Vendor has since commenced the work of construction of the said new building at the said Premises in accordance with the said Plan.
- G) The proposed development of the said Premises has been granted a pre-certified platinum rating by the Indian Green Building Council (IGBC) in pursuance whereof the Vendor has applied for modification of the said Plan in terms whereof the Seller would be entitled to construct 2 (two) additional upper floors and sanction of such modification/amendment to the Plan is expected to be sanctioned by the concerned authorities within 180 days from the date of these presents **(hereinafter referred to as the MODIFIED PLAN) and upon such sanction the expression "PLAN" shall mean and include the 'MODIFIED PLAN' as well.**
- H) **The Purchaser intends to acquire on ownership basis** ALL THAT a residential Duplex Apartment containing by estimation an area of 9255 sq.ft. (more or less) (super built-up) corresponding to a built up area of 6114 sq.ft. (more or less) which upon sanction of the modified plan will be situated partly on the 14<sup>th</sup> floor and partly on the 15<sup>th</sup> floor of the said new building and if the said modified plan is not sanctioned for any reason then such Duplex Apartment shall be situated partly on the 12<sup>th</sup> floor and partly on the 13<sup>th</sup> floor TOGETHER WITH 5 (five) covered car parking spaces AND TOGETHER WITH the undivided proportionate indivisible variable share or interest in the land forming part of the said Premises appurtenant and/or allocable thereto AND TOGETHER WITH the undivided proportionate indivisible share in all common parts portions areas and facilities (more fully and particularly mentioned and described in the SECOND SCHEDULE hereunder written and hereinafter referred to as the said UNIT AND THE PROPERTIES APPURTENANT THERETO) for the consideration and subject to the terms and conditions hereinafter appearing.
- I) At or before execution of this Agreement the Seller has made known to the Purchaser regarding the pendency of a Special Leave Petition (SLP) in the Hon'ble Supreme Court of India being Special Leave Petition No. 11740-42 of 2009 (Fab Leathers Ltd & Anr versus KND Engineering Technologies Limited and Others) and there no adverse order has been passed which prevents the Seller from entering into agreements for sale and transfer of the various flats units apartments to form part of the new building to be constructed at the said Premises
- J) At or before execution of this Agreement, the Seller has made known to the Purchaser regarding the pendency of a Special Leave Petition (SLP) in the Hon'ble Supreme Court of India, being Special Leave Petition No. 11740-42 of 2009 (Fab Leathers Ltd. & Anr versus KND Engineering Technologies Limited and Ors.) hereinafter referred to as the LEGAL PROCEEDING, and the Seller has represented to the Purchaser as follows:
- i) that that save and except the Legal Proceeding, the entirety of the said Premises is free from all encumbrances; and
  - ii) that neither the pendency of the Legal Proceeding nor any other circumstance or event within the knowledge of the Vendor/Seller prevented and/or prevents and/or casts any embargo on the absolute right, title and interest of the Seller to/in/ over/in respect of the said Premises, and further none of the abovementioned in any manner curtail the rights of the Seller to deal with any part or portion of the said Premises; and
  - iii) Excepting as above the Seller shall transfer and convey in favour of the Purchaser the said Unit And The Properties Appurtenant Thereto free from all encumbrances

K) The parties are desirous of recording their understanding, in writing.

**NOW THEREFORE IN CONSIDERATION OF THE ABOVE RECITALS AND THE MUTUAL COVENANTS HEREIN CONTAINED THE PARTIES HAVE AGREED** as follows:

#### **ARTICLE I - INTERPRETATIONS**

- 1.1 In this Agreement (save to the extent that the context otherwise so requires):
- i) Any reference to any act of Parliament or State Legislation whether general or specific shall include any modification, extension or re-enactment of it for the time being in force and all instruments, orders, plans, regulations, bye-laws permissions or directions any time issued under it.
  - ii) Reference to any agreement, contract deed or documents shall be construed as a reference to it as it may have been or may from time to time be amended, varied, altered, modified, supplemented or novated
  - iii) An obligation of the Purchaser in this Agreement to do something shall include an obligation to ensure that the same shall be done and obligation on its part not to do something shall include an obligation not to permit, suffer or allow the same to be done.
  - iv) Words denoting Masculine gender shall include feminine and neutral genders as well.
  - v) Words denoting singular number shall include the plural and vice versa.
  - vi) A reference to a statutory provision includes a reference to any modification, consideration or re-enactment thereof for the time being in force and all statutory instruments or orders made pursuant thereto.
  - vii) Any reference to this agreement or any of the provisions thereof includes all amendments and modification made in this Agreement from time to time in force.
  - viii) The headings in this agreement are inserted for convenience of reference and shall be ignored in the interpretation and construction of this agreement.
  - ix) The Schedules shall have effect and be construed as an integral part of this agreement.

#### **ARTICLE II - DEFINITIONS**

**2.1** In this agreement the following expressions shall have the meanings assigned to them as under:

- i) ADDITIONAL PAYMENTS** shall mean the various other amounts apart from the total consideration amount agreed to be paid by the Purchaser to the Seller as would appear from **Part I and Part II** of the **Fifth Schedule** hereunder written
- ii) AGREED CONSIDERATION** shall mean the total consideration amount agreed to be paid by the Purchaser to the Vendor as would appear from the **Fourth Schedule** hereto for acquiring the said Unit
- iii) ARCHITECT(S)** shall mean Kiran Kapadia of Mumbai or such other Architect who may be appointed by the Seller from time to time
- iv) ASSOCIATE ARCHITECTS** shall mean SDB Architects of Kolkata or such other firm or firms who may be appointed by the Seller as the Associate Architect

- v) **ASSOCIATION/HOLDING ORGANISATION** shall mean the Association, Syndicate, Committee, Body, Society or Company to be incorporated by the Vendor in the manner as hereinafter stated
  
- vi) **BUILDING/NEW BUILDING** shall mean the new building to be constructed at the said premises in accordance with the said Plan and to comprise of various self contained flats units apartments constructed spaces and car parking spaces to be constructed in accordance with the said Plan and upon sanction of the modified plan in accordance with such modified plan
  
- vii) **BUILT-UP AREA** in relation to a Unit shall mean the plinth area of that Unit (including the area of bathrooms, balconies, and servants quarter, appurtenant thereto but excluding the area of the Open Terrace) and also the thickness of the walls (external and internal), the columns and pillars therein, provided that, if any wall, column or pillar be common between the two Units then 1/2 (one-half) of the area under such wall, column or pillar shall be included in such Unit;
  
- viii) **CARPET AREA** means the net usable floor area of the Apartment excluding the area covered by the external walls, area under service shafts, exclusive balcony or verandah area and exclusive open terrace but includes the area covered by the internal partition walls of the apartment
  
- ix) **COMMON EXPENSES** shall mean all expenses to be incurred for the management, maintenance and upkeep of the Building, the Common Portions and the Premises and the expenses for the Common Purposes (as detailed in the **Seventh Schedule** hereto), which shall be payable Proportionately by the Purchaser on a monthly basis as Maintenance Charges, and shall also include the service tax and/or other tax or levy payable in respect of the same;
  
- x) **COMMON PORTIONS** shall mean such common areas, facilities and installations in the Building and the Premises, like staircases, landings, lobbies, lifts, passages, the , common bath and toilet, underground water reservoir, overhead water tank, water pump with motor and common electrical and plumbing installations as have been decided or provided by the Vendor which are mentioned in the **Third Schedule** hereto;
  
- xi) **COMMON PURPOSES** shall include the purpose of maintaining and managing the Premises, the Building and in particular the Common Portions, rendition of services in common to the Unit owners, collection and disbursement of the Common Expenses and dealing with the matters of common interest of the Unit owners and relating to their mutual rights and obligations for the beneficial use and enjoyment of their respective Units exclusively and the Common Portions in common;
  
- xii) **COMMERCIAL AREA** shall mean such part or portion of the new building reserved for being used for commercial purposes as may be sanctioned by the concerned authorities.
  
- xiii) **COMPLETION CERTIFICATE** shall mean the completion certificate to be issued by Kolkata Municipal Corporation and other authorities
  
- xiv) **CORPUS FUND/SINKING FUND** shall mean the amount to be paid and/or contributed by each Unit owner including the Purchaser as and by way of sinking and/or corpus fund which shall be held by the Holding Organisation, and shall be utilized for the purpose of carrying out major repairs, replacements, additions to/of the Common Portions and other contingencies as detailed in Article XV hereto;

- xv) FORCE MAJEURE** shall mean that the Seller shall not be regarded in breach of any of the terms and conditions herein contained and on the part of the Seller to be performed and observed if it is prevented by any of the conditions herein below:-
- i) Fire.
  - ii) Natural calamity.
  - iii) Tempest.
  - iv) Abnormal increase in the price of building materials.
  - v) Labour unrest.
  - vi) Local problem and/or local disturbance.
  - vii) Any prohibitory order from the court, Municipality and other authorities.
  - viii) Any other circumstances beyond reasonable control of the Seller.
  - ix) Acts of God.
  - x) Delay in grant of electricity, water sewerage and drainage connection or any other permission or sanction by the Government or any other statutory authority.
- xvi) MAINTENANCE CHARGES** shall mean the proportionate amount of the Common Expenses payable monthly by the Purchaser to the Holding Organisation or the Facility Management Company;
- xvii) OCCUPANCY CERTIFICATE** shall mean the certificate issued by Kolkata Municipal Corporation enabling the Purchaser to occupy the Flat/Unit intended to be acquired by him/her/it
- xviii) PARKING SPACES** shall mean such parking spaces in the New Building as may be identified by the Seller and reserved for the purpose of parking of cars/vehicles;
- xix) PLAN** shall mean the plans of the Building which have been sanctioned and approved by the Kolkata Municipal Corporation vide Building Permit No. 2013070043 dated 08-05-2018 and shall mean and include all modifications and/or alterations made thereto including that applied for and pending as on the date of these presents, as ultimately sanctioned by the authorities concerned;
- xx) PREMISES/SAID PREMISES** shall mean Municipal Premises No. 30 Shakespeare Sarani, P.S. Shakespeare Sarani, Kolkata 700 071 (more fully described in the **First Schedule** hereto);
- xxi) PROJECT** shall mean and include the work of development of the Premises, construction and completion of the Building, marketing and sale of the Units and other rights, handing over of possession of the completed Units to the Unit owners and execution and registration of the deeds of conveyance in favour of the Unit owners;
- xxii) PROPORTIONATE** with all its cognate variations shall mean such ratio as the Built up Area of the said Unit be in relation to the Built- up Area of all the Units in the Building;
- xxiii) PURCHASER** shall mean and include:
- (a) If he/she be an individual, then his/her respective heirs, executors, administrators, legal representatives and permitted assigns;

- (b) If it be a Hindu Undivided Family, then its members and coparceners for the time being and their respective heirs, executors, administrators, legal representatives and permitted assigns;
  - (c) If it be a company or a limited liability partnership, then its successor or successors in interest and permitted assigns;
  - (d) If it be a partnership firm under the Indian Partnership Act, 1932, then its partners for the time being and their respective heirs, executors, administrators, legal representatives and permitted assigns;
  - (e) If it be a Trust, then its Trustees for the time being and their successor(s)-in-office and assigns;
- xxiv) ROOF** shall mean and include the such portion of the ultimate roof attached with the common facilities of the Building along with the lift machine room and the water tank thereon amongst others, which shall form a part of the Common Portions;
- xxv) UNITS** shall mean any Unit and/or other covered space in the Building which is capable of being exclusively owned, used and enjoyed by any Unit owner save and except the Commercial Area;
- xxvi) SAID UNIT** shall mean the said Unit intended to be acquired by the Purchaser in terms of this Agreement (more fully and particularly mentioned and described in the **Second Schedule** hereunder written)
- xxvii) SAID UNDIVIDED SHARE** shall mean the proportionate variable undivided indivisible and impartible share in the land comprised in the Premises which is attributable and/or allocable to the said Unit intended to be acquired by the Purchaser in terms of this Agreement;
- xxviii) SUPER BUILT-UP AREA** shall mean and comprise of: (i) the Built-up Area of the said Unit; (ii) an agreed fixed 42.85% (forty two point eighty five percent) of the Built-up Area of the said Unit; and (iii) 50% (fifty percent) of the area comprised in the open to the sky terrace attached to and/or appurtenant to the said Unit, which calculation shall be used and be applicable only for the purpose of calculation of the Proportionate share of the municipal rates and taxes, the Maintenance Charges and the Sinking Fund payable by the Purchaser.

**ARTICLE-III – ACKNOWLEDGEMENT, DISCLOSURE AND DISCLAIMER BY THE PURCHASER**

3.1 The Purchaser hereby acknowledges, discloses and confirms:

- i) That he/she/it has inspected the Project and has agreed to acquire the said Unit on ownership basis with full knowledge and actual position of the property.
- ii) The Purchaser has agreed to acquire the said Unit in a bare condition to be constructed and delivered by the Seller in accordance with the specifications detailed in Part I of the Sixth Schedule hereunder written, on ownership basis with an obligation to carry out the Internal Unit Finishing Works in the manner as hereinafter stated;
- iii) Has inspected the Plan as presently sanctioned by the Kolkata Municipal Corporation;
- iv) Is prima facie satisfied about the title in respect of the said Premises as represented by the Seller, and has received xerox copies of the title deeds and other papers referred to in this Agreement relating to the title of the said Premises;
- v) Acknowledges that without affecting the total area of the said Premises the Seller shall be entitled to alter and/or modify the said Plan (save and except

- the internal plan of the said Unit), and have the same sanctioned by all the authorities concerned but without in any manner affecting and/or prejudicing the right, title and interest of the Purchaser to/over/in any part or portion of the Said Unit And The Properties Appurtenant Thereto.
- vi) Is satisfied about the various facilities and/or utilities to be provided in the said Project;
  - vii) That the Purchaser has understood the terms and conditions contained and recorded in this Agreement and that the same are beneficial to the Purchaser and has agreed not to raise any objection whatsoever or howsoever,
  - viii) Acknowledges that the Seller shall be entitled to modify and/or alter the said Plan so long such modified/alterd plan does not affect the said Unit and further does not in any manner affect and/or prejudice the right, title and interest of the Purchaser to/over/in any part or portion of the Said Unit And The Properties Appurtenant Thereto, and subject to the aforesaid, the Purchaser hereby consents to the same, and no further consent of the Purchaser shall be necessary and/or required for carrying out any modification and/or alterations to the Plan
  - ix) That the Purchaser at or before the execution of this Agreement has obtained independent legal advice and has this Agreement approved and the terms and conditions contained herein vetted by an advocate independently engaged by the Purchaser.
- 3.2 Save as stated herein, the Purchaser herby further disclaims all his/her/its right title interest into or upon the other parts and portions of the said New Building, whether open or covered, excepting the Said Unit And The Properties Appurtenant Thereto.
- 3.3 The Purchaser has agreed not to seek for change of external water pipe lines complete upto and outside the said Unit and external electric wiring upto the distribution box. If the Purchaser desires to cover such pipes it may do so at its own cost. For the purpose of inspection and maintenance of the said pipe lines, the Seller shall have right of access to the said Unit and permission for such access shall be deemed to be accorded by the Purchaser. Similarly permission for inspection and maintenance shall be deemed to be accorded for electrical wires/cables running from the said Unit.
- 3.4 Acknowledges that the Seller has reserved for itself the right to make further and/or additional constructions and the Purchaser hereby consents to the same so long such modified/alterd plan does not affect the said Unit and further provided that each of such modifications/alterations are sanctioned by all the concerned authorities and furthermore does not in any manner affect and/or prejudice the right, title and interest of the Purchaser to/over/in any part or portion of the Said Unit And The Properties Appurtenant Thereto. In the event of the Seller making further and/or additional sanctioned constructions, the Roof shall stand shifted to the ultimate roof of such additional constructions.
- 3.5 Without prejudice to the provisions of Clause 7.7 hereinbelow, acknowledges that completion of the Building is subject to various rules, regulations, permissions, approvals etc. of the municipal and other statutory authorities, and despite the best efforts of the Seller, the approvals may take a long time and this may delay the completion of the Building.

#### **ARTICLE IV –COMMENCEMENT AND DURATION**

- 4.1 This Agreement has commenced and/or shall be deemed to have commenced on and with effect from 15<sup>th</sup> day of June, 2017
- 4.2 This Agreement shall subsist subject to the terms and conditions stipulated herein.



## **ARTICLE V – SALE AND TRANSFER**

- 5.1 In consideration of the various amounts agreed to be paid by the Purchaser and subject to the Purchaser performing and observing all the conditions and covenants herein contained and on the part of the Purchaser to be performed and observed, the Seller has agreed to sell and transfer to the Purchaser ALL THAT a residential Duplex Apartment containing by estimation an area of 9255 sq. ft. (more or less) (super built-up) corresponding to a built up area of 6114 sq. ft. (more or less) TOGETHER WITH 5 (five) covered car parking spaces AND TOGETHER WITH the undivided proportionate indivisible variable share or interest in the land forming part of the said Premises appurtenant and/or allocable thereto AND TOGETHER WITH the undivided proportionate indivisible share in all common parts portions areas and facilities (more fully and particularly mentioned and described in the SECOND SCHEDULE hereunder written and hereinafter referred to as the said UNIT AND THE PROPERTIES APPURTENANT THERETO) free from all encumbrances and charges for the consideration and subject to the terms and conditions hereinafter appearing.
- 5.2 The said Duplex Flat will be provided by the Seller upon sanction of the modified plan permitting construction of two additional floors as mentioned in Recital 'G' hereinabove partly on the 14<sup>th</sup> floor and partly on the 15<sup>th</sup> floor
- 5.3 If for any reason the said modified plan permitting construction of a Green Building is not sanctioned by the authorities concerned then and in that event the said Duplex Flat will be provided by the Seller partly on the 12<sup>th</sup> floor and partly on the 13<sup>th</sup> floor

## **ARTICLE VI – CONSIDERATION/PAYMENT**

- 6.1 In consideration of the aforesaid and subject to due performance by the Seller of each of its covenants, undertakings and obligations, the Purchaser has agreed to pay to the Vendor a sum of Rs. 12,53,15,000/- (Rupees Twelve Crores Fifty Three Lakhs and Fifteen Thousand only) (hereinafter called the TOTAL CONSIDERATION AMOUNT) which amount includes the cost of construction of the said Unit, the open terrace, common parts and facilities and also the consideration for the abovementioned 5 (five) numbers of covered Parking Spaces.  
At or before the execution of this Agreement the Purchaser has paid to the Seller a sum of Rs.75276768/- (Rupees Seven Crores Fifty Two Lac Seventy Six Thousand Seven Hundred Sixty Eight only) inclusive of Service Tax/GST towards part payment of the Total Consideration Amount (the receipt whereof the Seller doth hereby as also by the Memo hereunder written admits and acknowledges), with the balance of the Total Consideration Amount to be paid in the manner provided for in the **FOURTH SCHEDULE** hereunder written.
- 6.3 Time for payment of the said Total Consideration Amount is and shall always remain as the essence of the contract.
- 6.4 The Purchaser shall regularly and punctually make payment of the various amounts agreed to be paid by the Purchaser to the Seller in terms of this Agreement within the time as agreed and stipulated herein and it will not be necessary on the part of the Seller to give any notice and in any event the Purchaser waives the right to receive such notice.

- 6.5 In addition to the Total Consideration Amount agreed to be paid by the Purchaser to the Seller in terms of this Agreement, the Purchaser has agreed and obligated himself/herself/itself to make payment of the Additional Amounts (as detailed in **PART - I** and **PART - II** of the **FIFTH SCHEDULE** hereunder written), and all such additional payments must be paid on or before the Possession Date.
- 6.6 Charges for providing any additional work in and/or relating to the said Unit at the request of the Purchaser and for providing any additional facilities or utility for the said Unit shall be paid borne and discharged by the Purchaser.
- 6.7 All betterment fees taxes and other levies charges imposed by the Government or any other authority relating to the said Premises and/or the said Unit shall be paid and borne by the Purchaser proportionate to his/her/ its interest therein save and except those arising from and/or pertaining to and/or connected with any development and/or improvement carried out by the Seller in pursuance of any modification, alteration etc. of the Plan as sanctioned by all the concerned authorities.
- 6.8 Time for payment shall always remain as the essence of the contract. In the event of any default on the part of the Purchaser in making payment of any of the amounts agreed to be paid in terms of this Agreement, the Seller shall be entitled to claim interest at the rate of 15% (fifteen percent) per annum on the amount remaining outstanding subject to what is hereinafter appearing.
- 6.9 In the event of any default on the part of the Purchaser in making payment of any of the amounts in terms of this Agreement and if such default shall continue for a period of 90 (ninety) days from the same becoming due, the Seller shall be entitled, upon prior 15 (fifteen) days' written notice to the Purchaser, to and is hereby authorised to determine and/or rescind this Agreement and forfeit a sum equivalent to 10% (ten percent) of the Total Consideration Amount as and by way of predetermined liquidated damages, and the Purchaser hereby consents to the same, and the Seller shall and undertakes to refund the balance of the Total Consideration Amount and all other amounts paid/deposited by the Purchaser to/with the Seller and/or at the instructions of the Seller including but not limited to the Additional Payments, within a maximum period of 45 (Forty Five) days from the date of termination of this Agreement, or earlier if the Seller enters into an agreement for sale with another person in respect of the said Unit, whereupon the Seller undertakes to refund the aforesaid sums within 30 (Thirty) days from the date on which such fresh agreement is entered into. Upon such termination the Purchaser shall cease to have any right or claim in respect of the said Unit save and except the right to receive and claim refund of the aforesaid amounts, and the Seller shall be entitled to enter into an agreement for sale and transfer in respect of the Said Unit with any other person or persons and the Purchaser and the Seller hereby consent to the same.
- 6.10 The Purchaser agrees and covenants not to claim any right or possession over and in respect of the said Unit till such time the Purchaser has made and/or deposited all the amounts herein agreed to be paid or deposited by the Purchaser.
- 6.11 In the event of the Seller being desirous of providing any additional materials, facilities or gadgets over and above what has been agreed upon for the benefit of the residents of the Building, then subject to the Purchaser consenting to the same, the Purchaser shall be liable to make payment of the Proportionate share in respect thereof, and such additional materials, facilities and gadgets shall form a part of the

Common Portions. However, whether such additional facilities or amenities are to be provided for, will be entirely at the sole discretion of the Seller, and the Purchaser hereby consents to the same.

## **ARTICLE VII – CONSTRUCTION AND COMPLETION**

- 7.1 The Seller represents and covenants to the Purchaser that the modification of the Plan applied for as on the date hereof is expected to be sanctioned by the Kolkata Municipal Corporation and/or the concerned authorities within 180 (One Hundred Eighty) days from the date hereof, whereupon the said Unit, being a duplex apartment, shall be situate partly on the 14<sup>th</sup> (fourteenth) floor and partly on the 15<sup>th</sup> (fifteenth) floor of the New Building, and in the event such modification is not so sanctioned, the said Unit, being a duplex apartment, shall be situate partly on the 12<sup>th</sup> (twelfth) floor and partly on the 13<sup>th</sup> (thirteenth) floor of the New Building.
- 7.2 Within 30 (Thirty) days of the abovementioned modification to the Plan being sanctioned or refused, as the case may be, the Seller shall immediately intimate the same in writing to the Purchaser and provide the Purchaser with a true copy of the final sanctioned Plan.
- 7.3 If at any time the Purchaser shall desire to carry out any modifications, amendments, changes in the internal layout of the said Unit, it shall be entitled to do so provided the same is in accordance and/or compliance with all applicable laws and upon obtaining prior consent of the Seller in writing. For the purpose of making such modifications, amendments, changes in the internal layout of the said Unit it shall be the obligation and/or the Purchaser shall be liable to make payment of all charges which the Seller may incur in obtaining such consents
- The Seller shall construct erect and complete the said Building and the said Unit with such materials and/or specifications as more fully and particularly mentioned and described in **PART-II** of the **SIXTH SCHEDULE** hereunder written, and the Purchaser has agreed not to raise any objection whatsoever or howsoever to such agreed specifications.
- 7.4 The said new Building will be constructed, erected and completed in accordance with the said Plan.
- 7.5 As already stated, the Seller reserves the right to modify and/or alter the said Plan and to obtain necessary permission and sanction from all the concerned authorities pertaining to the same so long as such modification and/or alteration does not affect the said Unit and further does not in any manner affect and/or prejudice the right, title and interest of the Purchaser to/over/in any part or portion of the Said Unit And The Properties Appurtenant Thereto, and the Purchaser hereby waives the right of any prior notice given to that effect
- 7.6 The Purchaser shall not do any act deed or thing whereby the construction or development of the said Premises is in any way hindered or impeded with nor shall in any way commit breach of any of the terms and conditions herein contained.
- 7.7 During the period of construction and at all times the said Unit shall be at the sole risk of the Seller. On and from the Fit Out Date, the sole responsibility will be of the Purchaser.

- 7.8 The Purchaser agrees and undertakes not to do any act, deed or thing either directly or indirectly which may prevent the Seller from undertaking the work of construction of the said New Building and hereby further acknowledges that if because of any act deed or thing established as having been done by the Purchaser or any person claiming through or under him/her/it, the Seller is prevented from proceeding with the work of construction or completion of the New Building, then and in that event the Purchaser shall be liable to compensate the Seller for all costs and charges which the Seller may be suffer or incur in as much the same is likely not only to adversely affect the Seller but also the various other Unit owners intending to acquire a Unit in the said New Building.
- 7.9 Unless prevented by circumstances established as comprising Force Majeure events, the said Building shall be constructed and completed by the Seller (as evidenced by the partial/final Completion Certificate) in terms of the specifications as more fully and particularly mentioned and described in the **Sixth Schedule** hereunder written within 30<sup>th</sup> June, 2018 with a grace period of 6(six) months thereafter (hereinafter referred to as the COMPLETION DATE). If completion in the manner as stated hereinabove is delayed beyond the Completion Date, then without prejudice to the other rights of the Purchaser, the Purchaser shall be entitled to and the Seller undertakes and covenants to pay interest to the Purchaser at the rate of 15% (fifteen percent) per annum on each of the sums paid and/or deposited by the Purchaser in terms of and/or in pursuance of this Agreement, to be computed from the Completion Date until such time the said Unit is completed in terms hereof.
- 7.10 The Purchaser agrees and covenants:-
- a) To pay to the Seller:-
- (i) such amounts as due and payable on account of the Total Consideration Amount as mentioned and in the manner stipulated in the **Fourth Schedule** hereto; and
- (ii) on the Date of fit out , the Proportionate costs of all payments agreed to be made by the Purchaser for extra common facilities provided to all the occupiers of the said Building in pursuance of Clause 6.11 hereinabove,
- b) on the fit out Date, to deposit the amounts free of interest with the Seller of the quantum and for the purpose in **Part I** and **Part II** of the **Fifth Schedule** hereunder written, and subject to the conditions mentioned in this Agreement.
- 7.11 The Seller shall be entitled to convert the nature of user of any part or portion of the basement and first floor of the Building from its present use to that for commercial purpose subject to the same being sanctioned by all the authorities concerned including but not limited to the Kolkata Municipal Corporation and further provided that the same does not in any manner affect and/or prejudice the right, title and interest of the Purchaser to/over/in any part or portion of the Said Unit And The Properties Appurtenant Thereto, whereupon, subject to the aforesaid, such converted part or portion of the basement, or first floor shall be deemed to form a part of the Commercial Area.
- 7.12 In as much as the various units in the said new building are to remain completely independent of each other, none of the unit owners shall be entitled to interfere with the rights of the other units in respect of the common parts and portions.

**ARTICLE VIII –RIGHT OF ACCESS FOR COMPLETINGTHE INTERNAL UNIT FINISHING**

8.1 The Purchaser agrees to acquire the said Unit in a bare condition to be constructed and delivered by the Seller in accordance with the specifications detailed in **Part I** of the **Sixth Schedule** hereunder written and for the purpose of making the said Unit habitable and fit for occupation, the Purchaser has assumed the responsibility of completing at its own cost the following works:

- a) the flooring,
- b) plastering the walls with plaster of paris,
- c) painting and completing the internal electrical conduit pipes and internal electrical wirings, fittings, switches, etc.,
- d) the internal plumbing, toilets/bathrooms and kitchen, and providing all sanitary fittings and fixtures including commodes, basins and sinks, providing and installing internal doors and frames, and all internal works required to make the said Unit fit for habitation

(collectively “**Internal Unit Finishing Works**”)

8.2 The Seller undertakes and covenants to complete the said Unit in accordance with the specifications detailed in **Part I** of the **Sixth Schedule** hereto and to hand over the same to the Purchaser on or before 30<sup>th</sup> June, 2018, subject to a grace period of 6 (six) months thereafter (“**Hand Over Date**”) to enable the Purchaser to carry out the Internal Unit Finishing Works provided that prior to such hand over, the parties shall jointly have the said Unit measured in order to mutually determine and arrive at the final Built-Up Area of the said Unit. In the event the Seller fails and/or neglects to hand over the said Unit to the Purchaser on or before the Hand Over Date, then without prejudice to the provisions of Clause 12.4 hereinbelow, the Purchaser shall be entitled to and the Seller undertakes and covenants to pay interest to the Purchaser at the rate of 15% (fifteen percent) per annum on each of the sums paid and/or deposited by the Purchaser in terms of and/or in pursuance of this Agreement, to be computed from the Handover Date until such time the said Unit is completed in terms hereof.

8.3 Upon completion of the said Unit in the bare condition as detailed hereinabove, the Seller will give 15 (fifteen) days notice in writing to the Purchaser to take over the said Unit to commence the said Internal Unit Finishing Works, and the said Internal Unit Finishing Works shall be completed by the Purchaser within a period of 12 (twelve) months with a grace period of 3 (three) months as stated in the said notice (“**Internal Finishing Works Period**”), and time in this regard is and shall always remain as the essence of the contract.

8.4 While undertaking the said Internal Unit Finishing Works, each of the Seller and the Purchaser agree and undertake:

- i) not to do and/or allow to be done any act deed or thing which may amount to or result in any deviation and/or unauthorized construction and/or anything not in accordance with the copy of the Plan provided to the Purchaser by the Seller;
- ii) not to use or permit to be used the lift or elevators save and except the service lift unless permitted by the Seller in writing;
- iii) not to store any material and/or goods in the corridors, stair cases, lobbies or any other Common Portions;
- iv) carry out the Internal Unit Finishing Works between 8 am and 8 pm only;

- v) not to cause any nuisance, annoyance, obstruction, hindrance etc. in the work of construction being carried out at the Premises including relating to the Common Portions;
- vi) not to displace, remove or relocate any drainage or sanitary pipeline which may cause any damage to the structural stability and/or affect the external elevation and/or the aesthetics of the Building and/or adversely affect any of the other Unit owners in carrying out the internal unit finishing works in respect of their respective Units;
- vii) not to bring-in, store or load the floor with any material likely to adversely affect the structure and/or strength and/or structural stability in any way; and
- viii) store materials at its own risk and the Seller shall not be liable under any circumstance for any loss, damage, theft, misuse etc. of the materials stored by the Purchaser;
- ix) to remove all debris and/or accruals in the said Unit at his/her/ its own cost from time to time and in the event of the Purchaser failing to remove the same, though not obligatory, the Seller shall remove the same and in such an event the Purchaser shall be liable to pay to the Seller the actual costs incurred by the Seller for removal of the same.

- 8.5 If at any time the Architect shall be of the opinion and establishes: (a) that while executing the Internal Unit Finishing Works the Purchaser has committed any breach of any of the terms and conditions stipulated in Clause 8.4 hereinabove, or (b) that the same are not being carried out in accordance with the copy of the Plan provided by the Seller to the Purchaser, or (c) that the Purchaser is guilty of causing damage to any other Unit and/or to any other part or portion of the Building, then in that event the Vendor/Architect shall be entitled to and is hereby authorised to stop the Purchaser from carrying out the Internal Unit Finishing Works at the Purchaser's risk and cost and the period of such stoppage shall not be excluded from the period granted for completion of the Internal Unit Finishing Works.
- 8.6 Upon the Internal Unit Finishing Works being completed, the Purchaser shall forthwith notify the Seller regarding the same in writing so that the Seller can get the same verified by the Architect to their satisfaction.
- 8.7 If the said Internal Unit Finishing Works is not completed within the time frame as hereinbefore recited, then and in that event the Seller shall be entitled to complete the remaining works for and on behalf and on account of the Purchaser, and the Purchaser agrees that the statement of account as certified by the Architect for completing the said remaining works shall be final binding and conclusive, and the Purchaser agrees to make payment of the same without raising any objection whatsoever or howsoever within a period of 30 (Thirty) days from the date of receipt of a notice in this regard from the Seller, and until such time the said amount is paid, the same shall carry interest at the rate of 15% (fifteen percent) per annum.
- 8.8 The Purchaser acknowledges that if there is any delay in completing the said Internal Finishing Works, the same is likely to adversely affect completion of the said Building and also likely to cause delay in the Seller obtaining Completion Certificate from the Kolkata Municipal Corporation, and as such the Purchaser agrees to compensate the Seller for all reasonable consequential losses and/or damages which the Seller may establish as having suffered and/or incurred, subject to disclosure to the Purchaser of true and fair accounts in respect thereof.

## **ARTICLE IX- FORCE MAJEURE**

**xxix)** 9.1

**xxx)** **FORCE MAJEURE** shall mean that the Seller shall not be regarded in breach of any of the terms and conditions herein contained and on the part of the Seller to be performed and observed if it is prevented by any of the conditions herein below:-

- xi) Fire.
- xii) Natural calamity.
- xiii) Tempest.
- xiv) Abnormal increase in the price of building materials.
- xv) Labour unrest.
- xvi) Local problem and/or local disturbance.
- xvii) Any prohibitory order from the court, Municipality and other authorities.
- xviii) Any other circumstances beyond reasonable control of the Seller.
- xix) Acts of God.
- xx) Delay in grant of electricity, water sewerage and drainage connection or any other permission or sanction by the Government or any other statutory authority.

## **ARTICLE X - POSSESSION**

10.1 Immediately after the Purchaser has completed the said Internal Finishing Works and subject to the Occupancy Certificate being granted by the concerned authorities, which the Seller undertakes to apply for and procure, at its own cost and expense within 3 (three) months from the expiry of the Internal Finishing Works Period, the Purchaser shall take over possession of the said Unit within 30 (thirty) days from the date of notice in writing being given by the Seller to that effect (herein referred to as the POSSESSION DATE) subject to the Purchaser making payment of all amounts agreed to be paid by the Purchaser to the Seller in terms of this Agreement. If the Seller is unable to procure the partial Occupancy Certificate within the period stated hereinabove, then without prejudice to the other rights of the Purchaser, the Purchaser shall be entitled to and the Seller undertakes and covenants to pay interest to the Purchaser at the rate of 15% (fifteen percent) per annum on each of the sums paid and/or deposited by the Purchaser in terms of and/or in pursuance of this Agreement, to be computed from the expiry of the aforesaid period until such time the Occupancy Certificate is obtained.

10.2 On and from the Possession Date the Purchaser shall be liable and agrees :

- i) to make payment of the proportionate share of the municipal rates taxes and other outgoings payable in respect of the said Unit;
- ii) to make payment of the Maintenance Charges (CAM Charges).

## **ARTICLE XI -FAILURE TO TAKE POSSESSION**

11.1 In the event of the Purchaser failing to take over possession of the said Unit in terms of Clause 10.1 of this Agreement and unless this Agreement is terminated

in the manner as hereinafter stated, the Purchaser shall be liable and agrees to make payment of a sum of Rs. 3,00,000/- (Rupees Three Lakhs only) per month as and by way of holding over charges, and the Purchaser acknowledges that payment of such holding over charges is legitimate in as much as the Vendor shall be responsible for safeguarding the said Unit until such time the Purchaser has taken over possession.

## 11.2 EXECUTION OF THE DEED OF CONVEYANCE

11.2.1 Upon the Purchaser making full payment of the amounts agreed to be paid in terms of this Agreement and subject to the Purchaser performing and observing all the terms and conditions herein contained and on the part of the Purchaser to be performed and observed, the Seller shall within a period of 60(Sixty) days from the date of completion of Unit Internal finishing , execute and lodge for registration, the deed of conveyance transferring the absolute right, title and interest in respect of the Said Unit And The Properties Appurtenant Thereto in favour of the Purchaser and/or the nominee(s) of the Purchaser, free from all encumbrances.

11.2.2 The deed of conveyance shall be prepared by the advocates who may be appointed by the Seller, the draft whereof shall be shared with the Purchaser as soon as the same is made ready, and the Purchaser agrees to make payment of the stamp duty, registration charges and other reasonable incidental expenses including the legal fees towards the same.

11.2.3 Within 30 (thirty) days of the written notice being given by the Vendor to the Purchaser in this regard, the Purchaser shall deposit the requisite amount on account of the stamp duty, registration charges and other reasonable incidental expenses including the legal fees, and within 15 (fifteen) days from the date of receipt of such amount from the Purchaser, the Seller shall and undertakes to execute and register the said deed of conveyance, and in the event of any failure on the part of the Purchaser in obtaining the deed of conveyance and/or transfer within the time as aforesaid, then and in that event the Seller shall not bear any responsibility, provided that in the event of any failure on the part of the Seller in executing and registering deed of conveyance and/or transfer within the time as aforesaid, then without prejudice to the other rights of the Purchaser, the Purchaser shall be entitled to and the Seller undertakes and covenants to pay interest to the Purchaser at the rate of 15% (fifteen percent) per annum on each of the sums paid and/or deposited by the Purchaser in terms of and/or in pursuance of this Agreement, to be computed from the expiry of the aforesaid period until such time the abovementioned deed of conveyance is executed and registered. Similarly the Seller shall be entitled to and the Purchaser undertakes and covenants to pay interest to the Seller at the rate of 15% per annum on the amount of consideration if it fails to get the deed registered within the stipulated period of time.

This Agreement is engrossed in duplicate and the original of this Agreement shall be made over to the Purchaser. Only after the Plan as sought to be modified as stated in Clause 7.1 hereinabove is either sanctioned or rejected, it shall be the responsibility and obligation of the Purchaser to cause this Agreement to be registered with the authorities concerned upon making payment of the requisite amount due and payable on account of stamp duty, registration charges and other reasonable incidental expenses, and the Vendor undertakes and covenants to remain present for the purpose of presenting this Agreement for registration as and when called upon to do so by the Purchaser, and if for any reason the Purchaser fails to cause this Agreement to be properly stamped and registered then and in that event the Purchaser alone shall be liable for all consequences arising therefrom and shall keep the Seller saved



harmless and fully indemnified from and against any costs or losses that may be suffered or sustained by the Seller due to the same. Similarly if for any reason the Seller fails to remain present for the purpose of presenting this Agreement for registration as and when called upon to do so by the Purchaser, then and in that event the Seller alone shall be liable for all consequences arising therefrom, and shall keep the Purchaser saved harmless and fully indemnified from and against any costs or losses that may be suffered or sustained by the Purchaser due to the same. Pending the sanction or refusal of the modified Plan as referred to hereinabove, each of the parties shall take such steps as may be necessary to ensure that no liability is cast upon either of the parties on account of non-registration of this Agreement and/or due to non-payment of the requisite stamp duty payable on the same.

## **ARTICLE XII – DEFAULT – TERMINATION**

- 12.1 In the event of any default on the part of the Purchaser in making payment of the amounts agreed to be paid in terms of this Agreement and if such default shall continue for a period of 90 (ninety) days from the date of the amount becoming due and payable, then and in that event without prejudice to any other right which the Seller may have, the Seller shall be entitled to terminate and/or cancel this Agreement with prior 15 (fifteen) days written notice to the Purchaser, and in such an event, the Purchaser shall cease to have any right under this Agreement or in respect of the said Unit subject to what is hereinafter and/or hereinbefore stated.
- 12.2 In the event of cancellation and/or termination of this Agreement as aforesaid, the Seller shall be entitled to forfeit an amount equivalent to 10% (ten percent) of the Total Consideration Amount agreed to be paid by the Purchaser in terms of this Agreement, and the Seller shall and undertakes to refund the balance of the Total Consideration Amount and all other amounts paid/deposited by the Purchaser to/with the Seller and/or at the instructions of the Seller including but not limited to the Additional Payments, within a maximum period of 6(Six) months from the date of termination of the Agreement, or earlier if the Seller has succeeded in entering into an agreement with another person in respect of the said Unit, whereupon the Seller undertakes to refund the aforesaid sums within 1 (one) month from the date on which such fresh agreement is entered into.
- 12.3 The Purchaser acknowledges that such forfeiture of the said amount is equitable and reasonable.
- 12.4 Without prejudice to the provisions of Clause 8.2 hereinabove as also Article XIIA hereinbelow, in the event the Seller fails and/or neglects to hand over the said Unit to the Purchaser on or before the Hand Over Date, the Purchaser shall be entitled at its sole and absolute discretion to call upon the Vendor to refund to the Purchaser the entirety of the Agreed Consideration and all moneys, deposits, charges etc. paid/deposited to/with the Seller and/or any other entity at the instruction of the Seller including but not limited to the Additional Payments together with all the costs, expenses, fees etc. incurred by the Purchaser, each under any account/head whatsoever or howsoever including but not limited to towards any taxes, cesses, surcharges, duties, stamp duty, registration fees etc., towards/in lieu of any part or portion of the Said Unit And The Properties Appurtenant Thereto and/or in pursuance of this Agreement, (collectively “**Absolute Entitlement of the Purchaser**”), and the Vendor undertakes and covenants to refund the Absolute Entitlement of the Purchaser within 6 (Six) months of the demand in respect thereof being raised by the Purchaser and Vendor further undertakes and covenants not to challenge and/or question and/or dispute the aforesaid on any ground whatsoever or howsoever or to set up/ raise/make any claim, demand or action contrary thereto.

- 12.5 It is agreed and understood that upon termination, the right title interest of the Purchaser in respect of the said Unit and also under this Agreement shall absolutely cease and the Seller shall be entitled to sell transfer and/or deal with the said Unit as the Seller in its absolute may deem fit and proper without any interference or obstruction by the Purchaser excepting that the Purchaser shall be entitled to the absolute entitlement  
**(Absolute entitlement should be defined to avoid confusion)**

#### **ARTICLE XIII – INDEMNITY OF AND BY THE VENDOR**

- 12A.1 At or before execution of this Agreement, the Seller has made known to the Purchaser about the pendency of the legal proceedings in the Hon'ble Supreme Court of India and in the event of any order being passed by the Hon'ble Supreme Court of India which is likely to adversely affect the right of the Purchaser then and in that event the Purchaser shall be entitled to terminate this agreement and claim refund of the actual entitlement of the Purchaser with interest @ 15% per annum and the Seller has agreed to keep the Purchaser saved harmless and fully indemnified from and against all costs charges claims actions suits and proceedings.

#### **ARTICLE XIII- DOCUMENTATION AND PROFESSIONAL CHARGES**

- 13.1 Gaggar & Co LLP, Advocates of No. 6, Old Post Office Street, Kolkata, who have been appointed by the Seller, have prepared this Agreement and shall draw all papers documents and drafts required for and/or in connection with the various Common Purposes relating to the said Building and formation of the Holding Organisation as envisaged herein.
- 13.2 The Purchaser shall be liable and agrees to pay and bear the reasonable legal fees payable to such Advocates towards their professional fees, which shall be paid by the Purchaser to the Seller at or before the Possession Date.

#### **ARTICLE XIV – AFTER POSSESSION - HOUSE RULES - USER**

- 14.1 As and with effect from the Possession Date, the Purchaser agrees and covenants -
- i. To co-operate with the other co-purchasers and the Seller in the management and maintenance of the said New Building.
  - ii. To observe the rules framed from time to time by the Seller, and upon the formation of the Holding Organisation, by such Holding Organisation.
  - iii. To use the said Unit for residential purposes and other lawful purposes and for no other purposes whatsoever without the consent in writing of the Seller, and upon the formation of the Holding Organisation, of such Holding Organisation.
  - iv. To allow the Seller with or without workmen to enter into the said Unit for the purpose of maintenance and repairs but only with 48 (forty eight) hours prior notice in writing to the Purchaser excepting in the case of an emergency. In the event of any emergency, the workmen of the Seller would be allowed to enter to rectify the defects.
  - v. To pay and bear the Maintenance Charges and also the rates and taxes for the said Unit and proportionately for the Common Portions (unless the same are already included in and/or form a part of Maintenance Charges) and/or to make deposits on account

thereof in the manner mentioned hereunder to the Seller, and upon the formation of the Holding Association, to such Holding Organisation. Such amount shall be deemed to be due and payable on and from the fit out Date whether physical possession of the said Unit has been taken or not by the Purchaser. The said amounts shall be paid by the Purchaser regularly and punctually within 15 (fifteen) days of receipt of the relevant bill in respect thereof, to the Seller, and upon formation of the Holding Organisation, to such Holding Organisation, but without prejudice to the right of the Purchaser to call for and inspect the books and statement of accounts in respect thereof.

- vi. To deposit the amounts reasonably required with the Seller, and upon the formation of the Holding Organisation, with such Holding Organisation, towards the liability for rates and taxes and Maintenance Charges.
- vii. To pay charges for electricity in or relation to the said Unit wholly and proportionately relating to the Common Portions.
- viii. Not To subdivide the said Unit and/or the parking space if allotted or any portion thereof in such a manner as may be sanctioned/ permitted by the Kolkata Municipal Corporation.
- ix. Not to prevent the Seller from making further or additional legal constructions within 6 A.M. to 8 P.M. on any working day notwithstanding any temporary disruption in the Purchaser's enjoyment of the said Unit.
- x. To maintain or remain responsible for the structural stability of the said Unit, and not to do anything which has the effect of affecting the structural stability of the Building.
- xi. Not to do or cause anything to be done in or around the said Unit which may cause or tend to cause or tantamount to cause or effect any damage to any flooring or ceiling of the said Unit or adjacent to the said Unit or in any manner interfere with the use and rights and enjoyment thereof or any open passages or amenities available for common use.
- xii. Not to damage demolish or cause to be damaged or demolished the said Unit or any part thereof or the fittings and fixtures affixed thereto.
- xiii. Not to close or permit the closing of verandahs or lounges or balconies and lobbies and common parts and also not to alter or permit any alteration in the elevation and outside colour scheme of the exposed walls of the verandahs lounges or any external walls or the fences of external doors and windows including grills of the said Unit which in the opinion of the Seller, and upon the formation of the Holding Organisation, of such Holding Organisation, differs from the colour scheme of the Building or which in the opinion of the Seller, and upon the formation of the Holding Organisation, of such Holding Organisation, may affect the elevation in respect of the exterior walls of the said Building.
- xiv. Not to install box grills, the design of which have not been suggested and approved by the Architect, and upon the formation of the Holding Organisation, by such Holding Organisation.
- xv. Not to do or permit to be done any act or thing which may render void or make voidable any insurance in respect of the said Unit or any part of the said Building or cause increased premium to be payable in respect thereof if the Building and/or the said Unit are insured.
- xvi. Not to make in the said Unit any structural additions and/or alterations in the nature of beams columns partition walls except with the prior approval in writing of the Seller, and upon the formation of the Holding Organisation, of such Holding Organisation, and with the sanction of the authorities concerned as and when required.

- xvii. Not to use the said Unit or permit the same to be used for any purposes whatsoever other than the purpose stipulated herein and shall not use for the purpose which may or is likely to cause nuisance or annoyance to co-purchasers/occupiers of the other portions of the said Building or to the owners and occupiers of the neighbouring premises or for any illegal or immoral purpose or as a boarding house, guest house, club house, nursing home, Boutique amusement or entertainment centre, eating or catering place, dispensary or a meeting place or for any commercial or industrial activities whatsoever.
- xviii. Similarly shall not keep in the parking place anything other than private motor cars or motor cycles or vehicles, and shall not raise or put up any kutchra or pucca constructions grilled wall or enclosure thereon or part thereof and shall keep it always open as before. Dwelling or staying of any person or blocking by putting any articles shall not be permitted.
- xix. Not to use or permit to be used the allocated parking space for any other purpose whatsoever other than parking of vehicles.
- xx. Not to park car(s) on the pathway or open spaces of the Building at any other place except the space allotted to him/her/ it and shall use the pathways as would be decided by the Seller, and upon the formation of the Holding Organisation, by such Holding Organisation.
- xxi. Not to hang or put any clothes in or upon the windows balconies and other portions which may be exposed in a manner or be visible to the outsiders.
- xxii. To abide by such building rules and regulations as may be made applicable by the Seller before formation of the Holding Organisation, and after the Holding Organisation is incorporated, to comply with and/or adhere to the building rules and regulations of such Holding Organisation.

HOUSE RULES:

- (2) The lobbies, entrances and stairways of the Building shall not be obstructed or used for any purpose other than for ingress to and egress from the Units in the Building.
- (3) Children shall not play in the staircase or elevators of the Premises.
- (4) No Purchaser/occupier shall make or permit any disturbing noises in the Building or do or permit anything to be done therein which will interfere with the rights comfort or convenience of the other occupiers. No occupier shall play upon or suffer to be played upon any musical instrument or permit to be operated a phonograph or radio or television loud speaker in the Unit if the same shall disturb or annoy the other occupants of the Building. No Purchaser/occupier shall give vocal or instrumental instruction at any time in order to reduce sound emanating from a Unit.
- (5) Each owner shall keep his/her/its Unit in a good state of preservation and cleanliness and shall not throw or permit to be thrown therefrom or from the doors, windows, terraces, balconies thereof, any dirt or other substances.
- (6) No article shall be allowed to be placed in the staircase landings nor shall anything be hung or shaken from the windows, terraces or balconies nor placed upon the window sills of the Building. The Purchaser shall however be entitled to take such steps as he/she/it may deem fit proper in order to secure the open terrace forming a part of the Said Unit And The Properties Appurtenant Thereto including but not limited to by placing, affixing etc. fences, partitions etc.
- (7) No shades awnings, window guards, ventilators or air conditioning devices shall be used in or about the Building excepting such as shall have been approved by the Seller, and upon the formation of the Holding Organisation, by such Holding Organisation.

- (8) No sign, notice or advertisement shall be inscribed or exposed on or at a window or other part of the Building except such as shall have been approved by the Seller (and upon the formation of the Holding Organisation, by such Holding Organisation), nor shall anything be projected out of any window of the Building without similar approval.
- (9) Water-closets and other water apparatus in the Building shall not be used for any purpose other than those for which they were constructed, nor shall any sweepings, rubbish, rags or any other article be thrown into the same. Any damage resulting from misuse of any of the water-closets or apparatus shall be paid for by the Unit owner in whose Unit it shall have been caused.
- (10) No bird or animal shall be kept or harboured in the common areas of the Building. In no event shall dogs and other pets be permitted on elevators or in any of the Common Portions of the Building unless accompanied.
- (11) No radio or television aerial shall be attached to or hung from the exterior of the Building.
- (12) Garbage and refuse from the Units shall be deposited in such place only in the Building and at such time and in such manner as the superintendent of the Building may direct.
- (13) No vehicle belonging to a Purchaser or to a member of the family or guest, sub-tenant or employee of a Purchaser shall be parked in the open space or in such a manner as to impede or prevent ready access to the entrance of the Building by another vehicle.
- (14) These house rules may be added to, amended or repealed at any time by the Seller, and after formation of the Holding Organisation, by the Holding Organisation upon notice to the Purchaser.

#### **ARTICLE XV – SINKING FUND**

- 15.1 The Purchaser acknowledges the representation of the Seller that the said New Building to be constructed at the said Premises is going to be one of the most decent and prestigious buildings in the city of Kolkata, and as such the Purchaser agrees that it is his/her/its responsibility to ensure that the decency of the said New Building is maintained. For the aforesaid purpose the Purchaser has agreed to keep in deposit with the Seller a sum to be calculated at the rate of Rs.100 /- (Rupees One Hundred only) per square feet of the total Super Built-up Area of the said Unit (hereinafter referred to as the SINKING FUND), and the said Sinking Fund shall be deposited by the Purchaser and the same shall held by the Seller until such time the Holding Organisation is formed, and upon formation of the said Holding Organisation, the said Sinking Fund along with each of the Additional Payment as detailed in **Part I** of the **Fifth Schedule** hereunder written, each together with the interest accrued thereon shall be transferred in favour of such Holding Organisation, to be held to the account of the Purchaser.
- 15.2 The said Sinking Fund shall be deposited by the Purchaser with the Seller before the start of the internal finishing work it being expressly made clear that without depositing the amount payable on account of the Sinking Fund the Purchaser shall not be entitled to undertake or commence the internal finishing work.
- 15.3 Taking into account the requirements from time to time including capital expenses which may be required to be incurred from time to time for the Common Portions and/or Common Purposes, the Purchaser agrees to make payment of the proportionate amount on account of further sums as additional Sinking Fund as may be reasonably necessary and/or may be reasonably required from time to time by the Seller, and upon formation of the Holding Organisation, by such Holding Organisation.

**ARTICLE XVI- MAINTENANCE OF THE COMMON PORTIONS - PAYMENT OF MAINTENANCE CHARGES**

**16.1 APPOINTMENT OF FACILITY MANAGEMENT COMPANY**

- 16.1.1 Immediately after completion of the said New Building or so soon thereafter, for the purpose of maintenance of the Common Portions and for rendition of common services and for the Common Purposes, the Seller may appoint a Facility Management Company (hereinafter referred to as the FMC) on such terms and conditions as the Seller in its absolute discretion may deem fit and proper.
- 16.1.2 The Purchaser shall be liable to make payment of the Maintenance Charges (herein also referred to as the CAM CHARGES), and in addition thereto shall also be liable to make payment of the proportionate share of the management fee which may become payable to such FMC.
- 16.1.3 Until such time such FMC is appointed the Seller may continue to retain control of the Common Portions and remain liable for rendition of common services and for the Common Purposes subject to the Purchaser and the other Unit owners making payment of the CAM Charges payable by each one of them.
- 16.1.4 The Seller covenants and undertakes to remain liable and responsible for payment of the Maintenance Charges for all the Units that may remain with the Seller and/or that may remain unsold, as also be and remain liable and responsible for the management and maintenance of the area(s) comprising the Commercial Area until sold/transferred to a third party.

**ARTICLE XVII- FORMATION OF THE HOLDING ORGANISATION**

- 17.1 After completion of the said New Building and/or the Project, the Seller shall form or caused to be formed the Holding Organisation for taking control of the Common Portions of the said New Building and to remain liable for rendition of common services and for the Common Purposes.
- 17.2 The said Holding Organisation shall be entitled to frame the rules and regulations, and upon such rules and regulations being framed the same shall form an integral part of this Agreement and the Purchaser agrees to abide and comply with such rules and regulations.
- 17.3 The Purchaser shall become a member of such Holding Organisation and shall sign and execute all deeds documents affidavits declarations and papers as may be reasonably necessary and/or may be reasonably required for the purpose of formation of the said Holding Organization.
- 17.4 Until such time that the Holding Organisation is incorporated and/or formed, the Purchaser shall remain liable to make payment of the CAM Charges to the Seller or to any person who may be authorized by them, and in the event of the Seller deciding to entrust the maintenance of the Common Portions and rendition of common services and the Common Purposes to the FMC, the Seller shall be entitled to do so, and the Purchaser shall be liable and agrees to make payment of the CAM charges payable by him/her/it to such FMC.
- 17.5 If at any time the Seller shall decide and in this regard the decision of the Seller shall be binding on the Purchaser, the Seller may entrust the maintenance of the Common Portions and rendition of common services and the Common Purposes to an Adhoc Committee of the Unit owners (hereinafter referred to as the ADHOC COMMITTEE) and such Adhoc Committee shall comprise of 5 (five) of such Unit owners who may be mutually identified by the Seller and all the then Unit owners.

17.6 The Purchaser shall regularly and punctually make payment of the CAM Charges without any abatement and/or deduction on any account whatsoever or howsoever and in the event of any default the Purchaser shall be liable to pay interest at the rate of 18% (eighteen percent) per annum on the amounts lying in arrears, and if such default shall continue for a period of 3 (three) months, then and in that event the Purchaser shall not be entitled to avail of any of the said facilities and/or utilities and the Seller and/or the Holding Organisation and/or the FMC and/or the Adhoc Committee, as the case may be, shall be entitled to and the Purchaser hereby consents:

- i) to withdraw the lift facilities to the Purchaser and/or to the employees, servants and agents;
- ii) to discontinue the facility of DG power back-up,

and such facilities shall not be restored until such time the Purchaser has made payment of all the amounts lying in arrears towards the CAM Charges payable by the Purchaser together with interest accrued at the aforesaid rate including all costs charges and expenses incurred till then by the Seller for realization of the amounts lying in arrears.

17.7 The Purchaser acknowledges timely payment of the Maintenance Charges is a must and in the event of any default on the part of the Purchaser in payment of the same, the Holding Organisation shall be entitled to enforce the same against the Purchaser.

#### **ARTICLE XVIII- MISCELLANEOUS**

18.1 Until the deed of conveyance is executed in favour of the Purchaser, the Purchaser shall not be entitled to mortgage or encumber or assign or alienate or dispose of or deal in any manner whatsoever with the said Unit or any portion thereof and/or any right or benefit of the Purchaser in the said Unit and/or under this Agreement (“**Alienation**”) unless all the following conditions are complied with, provided however, that the Purchaser shall be entitled to avail of housing finance from any bank or any other authority by way of creating a charge and/or mortgage in respect of the Said Unit And The Properties Appurtenant Thereto on the express assurance that the Purchaser shall be solely and wholly responsible for making repayment of such housing finance and other amount as may become payable, and shall keep the Seller duly indemnified from any loss or damage that may be suffered or sustained by the Seller in respect thereof:-

- a) There is no material default by the Purchaser in compliance with and/or performance of any of the Purchaser’s covenants, undertakings and obligations under this Agreement.
- b) The Purchaser has made payment of the Agreed Consideration and the Additional Payments as due or payable at the time of such Alienation including interest and penalties, if any.
- c) Prior consent in writing is obtained from the Vendor regarding the proposed Alienation.

FURTHER PROVIDED HOWEVER that notwithstanding the aforesaid, after full payment of the Total Consideration Amount, the Purchaser shall be entitled to let out, grant, lease, charge, mortgage and/or in any manner deal with any part or portion of the Said Unit And The Properties Appurtenant Thereto as the Purchaser may deem fit and proper at his/her/its sole and absolute discretion, for which no consent of the Seller shall be required.

18.2 USER - The Purchaser hereby further acknowledges that the Purchaser shall

use the said Unit for the purposes stipulated in these presents, but this will not prevent the Seller from allowing the Commercial Area to be used for commercial purposes and the Purchaser hereby consents to the same subject to the provisions of Clauses 7.13 and 7.14 hereto.

- 18.3 NO RENDITION OF SERVICES - It is hereby expressly agreed and declared that the dominant of the parties hereto is to sell and transfer the Said Unit And The Properties Appurtenant Thereto to the Purchaser in terms of this Agreement, and it is not the intention for this Agreement to be construed to mean in the self, rendering of any services.
- 18.4 NAME OF THE COMPLEX - The development at the said Premises shall be known by the name of "ORBIT VICTORIA", and the said name shall not be changed under any circumstances.
- 18.5 PAYMENT OF TAXES, GST AND OTHER STATUTORY OUTGOINGS - The Purchaser shall be liable and agrees to make payment of the amounts payable on account of sales tax, VAT, works contract tax, service tax, GST or any other statutory tax or duty or levy without raising any objection whatsoever or howsoever.
- 18.6 GOOD FAITH – Each of the parties hereto undertake to the other to do all things reasonably within their respective power which are reasonably necessary or desirable to give effect to the spirit and intent of this Agreement, and to act reasonably and in good faith towards each other in the exercise of their respective rights and in the discharge of their respective obligations hereunder.
- 18.7 BINDING EFFECT – This Agreement shall be binding on the parties hereto, and their respective successors and permitted assigns.
- 18.8 AMENDMENTS – No amendments, supplements, modifications or clarifications to this Agreement shall be valid or binding unless set forth in writing and duly executed by the parties hereto.
- 18.9 WAIVER – Waiver of any provisions or of any rights under this Agreement must be in writing signed by the party entitled to the benefit of that provision or right, and is effective only to the extent set out in any written waiver.
- 18.10 COUNTERPARTS - This Agreement is being signed in duplicate, and each of them would be treated as the original.
- 18.11 RELATIONSHIP – This Agreement does not create a relation of employment, agency or partnership between the parties. The Seller and the Purchaser have entered into this Agreement purely on principal to principal basis and nothing stated herein shall be deemed to constitute a partnership between the Seller and the Purchaser or be construed as a joint venture or joint ventures between the Purchaser and the Seller, nor shall the Seller and the Purchaser constitute an association of persons. Each party shall keep the other party duly indemnified from and against the same.
- 18.12 ENTIRE UNDERSTANDING - This Agreement contains the entire Agreement of the parties save and except what may be simultaneously and/or subsequently agreed upon in writing between the parties, and no oral representation or statement shall be considered valid or binding upon either of the parties nor shall any provision of this Agreement be terminated except by written consent of both the parties.
- 18.13 Each clause contained in this Agreement is independent of the other and in the event of any clause and/or of any of the clauses being found to be unenforceable, then and in that event the other clauses shall survive including the arbitration clause as hereinafter appearing



18.14 The Seller shall be entitled to fix its name of logo on the roof of the building. The electricity charges for the same shall be paid and borne by the Seller.

#### **ARTICLE XIX- NOTICE**

19.1 All notices to be served hereunder by either of the parties to the other shall be deemed to have been served on the 4<sup>th</sup> (fourth) day of the date the same has been delivered for despatch to the postal authority by registered post with acknowledgement due at the last known address(es) of the parties hereto.

#### **ARTICLE XX - ARBITRATION**

20.1 The parties as far as possible shall amicably try and resolve all disputes and differences which may arise. However, in the event of any such disputes and/or differences being incapable of being resolved amicably, the parties acknowledge that for effective redressal of such disputes it will be appropriate to refer all such disputes and differences to arbitration. In the event of any disputes and/or differences being incapable of being resolved amicably after a period of 90 (Ninety) days from the date of commencement of the exercise to so amicably resolve the same, then and in that event after a period of \_\_\_ (\_\_\_) days from the date of commencement of the exercise to amicably resolve the same, either party may refer such disputes and differences to the sole arbitration of a person in whom both the parties have full trust and confidence. Should the parties fail to agree upon and/or mutually appoint a sole arbitrator within a period of 90 (Ninety) days from the date of the first reference so made, the Seller shall be entitled to nominate and appoint 1 (one) arbitrator and the Purchaser shall be entitled to nominate and appoint 1 (one) arbitrator, and both the said 2 (two) arbitrators shall appoint the third and/or presiding arbitrator, and the same shall be deemed to be a reference within the meaning of the Arbitration and Conciliation Act 1996 or any other modification or enactment thereto for the time being in force.

20.2 The arbitrator(s) shall have summary powers.

20.3 The arbitrator(s) shall be entitled to lay down their own procedure.

20.4 It shall be obligatory on the arbitrator(s) to give a speaking and/or reasoned award.

20.5 The parties hereto agree to abide by all the award(s) and/or direction(s) of the arbitrator(s), and not to challenge the same in any manner whatsoever or howsoever.

20.6 The parties agree that they shall cause the arbitrator(s) to make best efforts to make and publish his/their award within a period of 4 (four) months from the date of entering upon the reference.

#### **ARTICLE XXI - JURISDICTION**

21.1 Courts at Kolkata alone shall have jurisdiction to entertain and try all actions suits and proceedings arising out of this Agreement.

**THE FIRST SCHEDULE ABOVE REFERRED TO**

**(“SAID PREMISES”)**

**ALL THAT** the piece and parcel of land containing by estimation an area of 3061 sq.mtrs. equivalent to 46.23 cottahs (more or less) equivalent to 2 (two) Bighas 6 (cottahs) 2 (two) chittacks and 30 (thirty) sq.ft. (more or less) TOGETHER WITH the structures standing and/or under construction and/or to be constructed thereon situate, lying at and being Municipal premises No. 30, Shakespeare Sarani (formerly Theatre Road, and prior thereto being Premises No. 15, thereafter 14, then 16, then 30A, 30B, 30C and 30D Theatre Road), P.S. Shakespeare Sarani, P.O. Shakespeare Sarani, Kolkata 700 017, Ward No.63, within the limits of the Kolkata Municipal Corporation, and butted and bounded in the manner following:

- ON THE NORTH :** By Shakespeare Sarani, Kolkata;
- ON THE SOUTH :** By Premises No. 7, Moira Street, Kolkata;
- ON THE EAST :** Partly by Premises No. 32, Shakespeare Sarani, Kolkata, and partly by Premises Nos. 8, and 8/1/1, Loudon Street, Kolkata; and
- ON THE WEST :** By Premises No. 28, Shakespeare Sarani, Kolkata.

Or howsoever the same may be butted, bounded, known or numbered.

**THE SECOND SCHEDULE ABOVE REFERRED TO**

**(“THE SAID UNIT AND THE PROPERTIES APPURTENANT THERETO”)**

ALL THAT the type A residential duplex apartment admeasuring a Super Built-Up Area of 9255 sq. ft. more or less, with the corresponding Built-Up Area thereof being 6114 sq. ft. more or less on the uppermost 2 (two) floors of the New Building wherein Units are situate/constructed, and presently intended to be situate/comprised in partly the 14<sup>th</sup> (fourteenth) floor and partly the 15<sup>th</sup> (fifteenth) floor, failing which partly on the 12<sup>th</sup> (twelfth) floor and partly on the 13<sup>th</sup> (thirteenth) floor, as may be finally sanctioned by the Kolkata Municipal Corporation and confirmed in writing by the Purchaser, which New Building is now in the course of construction at the said Premises TOGETHER WITH an open to the sky terrace measuring 1040 sq. ft. (be the same a little more or less) FURTHER TOGETHER WITH 5 (five) numbers of covered Parking Spaces in the New Building (the location whereof shall be mutually determined and agreed to by and between the parties hereto) AND FURTHER TOGETHER WITH an undivided proportionate indivisible variable share or interest in the land comprised in the said Premises AND FURTHER TOGETHER WITH an undivided proportionate indivisible share in all common parts, portions areas facilities utilities amenities etc. (including the Common Portions).

### **THE THIRD SCHEDULE ABOVE REFERRED TO**

#### **("Common Portions")**

1. The foundation columns beams support corridors lobbies stairs stairways landings entrances exits and pathways.
2. Drains and sewers from the Premises to the municipal duct.
3. Water sewerage and drainage connection pipes from the Units to drains and sewers common to the Premises.
4. Toilets and bathrooms situate at Ground Floor for use of durwans, drivers etc. of the Purchaser and the maintenance staff of the Premises.
5. Boundary walls of the Premises including outer side of the walls of the Building and main gates.
7. Water pump for drinking water and motor with installation.
8. Tube well water pump overhead tanks and underground water reservoirs water pipes and other common plumbing installations and the spaces required therefor.
9. Transformer, electrical wiring meters, and fittings and fixtures for lighting the staircase, lobby and other common areas (excluding those as are installed for any particular Unit) and the spaces required therefor.
10. Windows/doors/grills and other fittings of the common areas of the Premises.
11. Generator, its installations and its allied accessories, *inter alia* for providing 100% electricity back-up for/to the said Unit on chargeable basis.
12. 2 (two) numbers of high speed Toshiba or equivalent make elevators, and their accessories, installations etc., and the spaces required therefore.
13. Such other common parts areas equipments installations fixtures fittings covered and open spaces in or about the said Premises and/or the Building as are necessary for passage to and/or use and occupancy of the Units.
14. Infinity edge swimming pool.
15. Well equipped gym with sun deck.
16. Air-conditioned party hall with open roof /terrace.
17. Air-conditioned lounge.
18. Landscaped surroundings.
19. CCTV and security control room.
20. Fire fighting system as per recommendation of the fire department.
21. 1 (one) /service lift.

### **THE FOURTH SCHEDULE ABOVE REFERRED TO**

#### **("Total Consideration Amount")**

Subject to the terms of this Agreement, the Purchaser hereby agrees to pay to the Seller the Total Consideration Amount of Rs. 12,53,15,000/- (Rupees Twelve Crores

Fifty Three Lacs and Fifteen Thousand only) excluding Service Tax/GST as applicable out of which the Purchaser has already paid to the Seller a sum of Rs. 7,52,76,768/- (Rupees Seven Crore Fifty Two Lakhs Seventy Six Thousand Seven Hundred Sixty Eight only) inclusive of Service Tax/GST amounting to Rs. 60,15,120/- (Rupees Sixty Lakhs Fifteen Thousand One Hundred Twenty only) at or before signing of this Agreement, and the balance of the Total Consideration Amount being a sum of Rs. 5,60,53,352/- (Rupees Five Crore Sixty Lakhs Fifty Three Thousand Three Hundred Fifty Two only) plus G.S.T. will be paid to the Seller subject to the terms of this Agreement and the Allotment Letter dated 15<sup>th</sup> June, 2017, in the manner hereinafter appearing:

## **THE FIFTH SCHEDULE ABOVE REFERRED TO**

### **("ADDITIONAL PAYMENTS")**

#### **PART I**

In addition to the Total Consideration Amount agreed to be paid by the Purchaser to the Seller in terms of and subject to the terms of this Agreement, on or before the Possession Date, the Purchaser has agreed and committed to pay the following amounts as and by way of deposits:

- i) Rs. 60/- per Sq. ft. /per year on account of the Maintenance Charges
- ii) Rs. 60/- per Sq. ft. /per year on account of the municipal rates and taxes

In addition to the above the Purchaser has agreed to make all amounts which may become due and payable on account of any GST and all other statutory levies and impositions which may be imposed by the authorities concerned.

#### **PART II**

##### **Non Refundable Deposits**

**At or before the Possession Date the Purchaser has agreed to deposit the following amounts which are not refundable:-**

- i. Proportionate cost payable by the Purchaser for electrical installation to obtain HT/LT Line from CESC @ Rs. 40/- (Rupees Forty only) per sq.ft. on chargeable area
- ii. Towards proportionate cost of installation, erection and commissioning of the generator to make 100% (one hundred percent) power available for/to the common services and the Common Portions as also for/to and the Said Unit during load shedding hours
  - I) Single Units - 10 KVA @ Rs. 20,000/- (Rupees Twenty Thousand only) per KVA
  - II) Duplex Units- 20 KVA @ Rs. 20,000/- (Rupees Twenty Thousand only) per KVAFor Additional Power -Rs. 20,000/- (Rupees Twenty Thousand only) per KVA  
(If required)

- c) For Documentation -Rs.1,00,000/- (Rupees one lac only)
- d) Charges for formation of the Holding Organisation including the share money Rs. 50000/- Lump Sum

**THE SIXTH SCHEDULE ABOVE REFERRED TO**

**PART I**

(Specifications for the said Unit)

**PART II**

(Specifications for the Building)

Structure	RCC framed construction
Walls	First class brickwork
Flooring:	
Living/Dining	Cemented
Bed Rooms	Cemented
Servants room	Cemented
Kitchen	Cemented
Windows	UPVC/Powder coated Aluminium windows
Entrance Door	Both sides polished wooden frame with teak paneled Door shutters.
Plumbing	External plumbing lines
Electrical	Main line for power upto the distribution box of each Unit.
Lifts	2 (two) automatic lifts and 1 (one) service lift
Miscellaneous	Necessary cabling and provisions for providing cable and/or satellite television, internet and intercom facilities at/to the said Unit.

## **THE SEVENTH SCHEDULE ABOVE REFERRED TO**

### **("Common Expenses")**

1. Repairing rebuilding repainting improving or other treatment as necessary for keeping the Premises and every exterior part thereof in good and substantial repair order and condition and renewing and replacing all worn or damaged parts thereof.
2. Painting with quality paint as often as may in the opinion of the Holding Organisation be necessary, and in a proper and workmanlike manner all the wood metal stone and other work of/at the Premises and the external surfaces of all exterior doors of the Building and decorating and colouring all such parts of the Premises as usually are or ought to be.
3. Keeping the gardens and grounds of the Premises generally in a neat and tidy condition and tending and renewing all lawns flowers beds shrubs trees forming a part thereof as necessary, and maintaining repairing, and where necessary, reinstating any boundary wall hedge or fence.
4. Keeping the private road in good repair and clean and tidy and edged where necessary, and clearing the private road when necessary.
5. Paying a fair Proportion of the cost of clearing repairing re-instating any drains and sewers forming a part of the Premises.
6. Paying such workers as may be necessary in connection with the upkeep of the Premises.
7. Insuring any risks.
8. Cleaning as necessary the external walls and windows (not forming a part of any Unit) in the Premises as may be necessary, and keeping clean the common parts and halls passages landings and stair cases and all other common parts of the Building and the Premises including the Common Portion.
9. Cleaning as necessary the several areas forming a part of the Premises.
10. Operating maintaining and (if necessary) renewing the lighting apparatus from time to time of the Premises and providing such additional lighting apparatus as the Seller and/or the Holding Organisation may think fit.
11. Maintaining and operating the lifts.
12. Providing and arranging for the emptying receptacles for rubbish.
13. Paying all rates taxes duties charges assessments and outgoings whatsoever (whether central state or local) assessed charged or imposed upon or payable in respect of the Building or any part thereof excepting in so far as the same are the responsibility of the individual owners/occupiers of any Unit.
14. Abating any nuisance and executing such works as may be necessary for complying with any notice served by a local authority in connection with the development on the said Premises or any part thereof so far as the same is not the liability of or attributable to any Unit or of/to any individual owner/occupier of any Unit or of/to the Seller.
15. Generally managing and administering the Premises and protecting the amenities in the Building, and for that purpose employing a contractor and enforcing or attempting to enforce the observance of the covenants on the part of any occupants of any of the Units.

16. Employing qualified accountant for the purpose of auditing the accounts in respect of the Common Expenses and the Maintenance Charges certifying the total amount thereof for the period to which the account relates.
17. Complying with the requirements and directions of any competent authority and with the provisions of all statutes and all regulations orders and bye-laws made thereunder relating to the Building excepting those which are the responsibility of the owner/occupier of any Units or of the Seller.
18. Insurance of fire fighting appliances and other equipments for common use and maintenance renewal and insurance of the common television aerials and such other equipment as the Seller or the Holding Organisation may from time to time consider necessary for the carrying out of the acts and things mentioned in this Schedule.
19. Administering the management of the staff, and complying with all relevant statutes and regulations and orders thereunder and employing suitable persons or firms to deal with these matters.
20. The provision for maintenance and renewal of any other equipment and the provision of any other service, which in the opinion of the FMC/Holding Organisation, it is reasonable to provide.
21. In such time to be fixed annually as shall be estimated by the Holding Organisation (whose decision shall be final) to provide a reserve fund for items of expenditure referred to this Schedule, to be or expected to be incurred at any time. Such reserve fund shall be kept in separate account and the interest thereon or income therefrom shall be held by the Holding Organisation for the owners of the Units, and shall only be applied in accordance with the unanimous or majority decision of the members of the Holding Organisation and in accordance with the terms of this Schedule.

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

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

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

## MEMO OF CONSIDERATION

**Received** of and from the withinnamed Purchaser by the withinnamed Vendor/Seller, the sum of Rs. 7,52,76,768/- (Rupees Seven Crore Fifty Two Lakhs Seventy Six Thousand Seven Hundred Sixty Eight only) inclusive of Service Tax/GST being part payment of the Total Consideration Amount in lieu of sale and transfer of the Said Unit And the Properties Appurtenant Thereto, as follows:

Rs. 7,52,76,768/-

(Rupees Seven Crore Fifty Two Lakhs Seventy Six Thousand Seven Hundred Sixty Eight only)

Vendor/Seller

Witness: