

AGREEMENT FOR SALE

1. **THIS AGREEMENT FOR SALE** is made on this the _____ day of _____, 2016(Two Thousand and Sixteen).

BETWEEN

2. **PARTIES:** Collectively the following, which will include their respective successors-in-interest:

- 2.1 **VENDOR: M/s. SHREE KRISHNA PROPERTIES**, a partnership firm, registered under the Indian Partnership Act, 1932 and having its registered office at 78, Bentinck Street, 5th Floor, Kolkata-700001 and having Income Tax PAN **ABKFS7214H** of the **ONE PART** and being represented by its Authorized Signatory **MR. DIPAK YADUKA**, son of Mr. B. P. Yaduka, by occupation business of 78, Bentinck Street, 5th Floor, Kolkata - 700001.

AND

2.2 PURCHASER: **Mr./Ms./M/s** _____
son/daughter/wife of _____, by faith _____,
by occupation _____ residing at/having its registered office at
_____ and Income Tax PAN _____, of the **OTHER**
PART.

3. PROJECT BACKGROUND:

3.1 In this Agreement:

3.1.1 Irrespective of the gender and numbers of the Purchaser, he/she/it/they, all have been referred herein as 'singular' and in 'neuter' gender.

3.1.2 Reference to this Agreement, or any other Agreement, deed or other instrument or document shall be construed as a reference to this Agreement or such Agreement, deed or other instrument or document as the same may from time to time be amended, varied, supplemented or novated.

3.2 By a Deed of Conveyance dated 22nd March, 1880 registered with the Sub Registrar, Sealdah in Book No. I, Volume No. 8, Pages 96 to 99, Being No. 683 for the year 1880, one Sri Ram Narain Chatterjee became the owner of the land appurtenant thereto measuring about 15 Cottahs and 13 Chittacks and the building thereon being Municipal Premises No: 7, Garpar Road, P.S. Narkeldanga (previously Manicktolla), Dist: 24-Parganas (South) described in **Schedule-A** (hereafter the "**Said Premises**").

3.3 The said Ram Narain Chatterjee died intestate in 1899 leaving behind him surviving two sons Jitendra Nath Chatterjee and Ganga Charan Chatterjee as his only heirs and who, thus jointly becoming the absolute owners thereof, had sold the Said Premises to one Smt. Sova Sundari Sen by a Conveyance dated 4th January, 1945 registered with the Sub Registrar, Sealdah in Book No. I, Volume No. 4, Pages 221 to 226, Being No. 26 for the year 1945.

3.4 The said Smt. Sova Sundari Sen alias Smt. Sova Sen held the Said Premises as a benamdar of her husband Sri Netai Charan Sen and by a Deed of Release dated 7th July, 1962 registered with the Registrar of Assurances, Calcutta in Book No.I, Volume No. 118, Pages 38 to 40, Being No. 3538 for the year 1962, the said Smt. Sova Sundari Sen alias Smt. Sova Sen had disclaimed, disowned and/or

relinquished her entire right, title and interest in the Said Premises in favour of her husband the said Sri Netai Charan Sen.

- 3.5 The said Sri Netai Charan Sen as sole and absolute owner of the Said Premises died intestate on 10th March, 1982 leaving behind him surviving his son Sri Rabindra Nath Sen, daughter Smt. Sabita Laha and wife Smt. Sova Sundari Sen alias Sova Sen as his only heirs each of whom thus became owner of undivided 1/3rd share in the Said Premises.
- 3.6 Smt. Sova Sundari Sen devised and bequeathed her undivided 1/3rd share in the Said Premises to her grandson Sri Amitava Sen by a Will dated 18th February, 1999 and after her demise Probate of her Will was duly granted by the City Civil Court, Calcutta vide order dated 25th January, 2005. After the grant of the probate, the said Rabindra Nath Sen, Sri Amitava Sen and Smt. Sabita Laha (hereafter the "**Erstwhile Owners**"), jointly became the absolute owners of the Said Premises.
- 3.7 The Erstwhile Owners, had entered into an Agreement dated 20th January, 2005 for selling the Said Premises with one M/s. Ganpati Buildcon. A plan for constructing a G+5 storied building at the Said Premises (hereafter the "**Existing Plan**") was sanctioned by the Kolkata Municipal Corporation (hereafter the "**KMC**") vide its Permit No. 05(Br-IV) dated: 03/06/2008.
- 3.8 By a Conveyance dated 12th October, 2010 registered with the Additional Registrar of Assurances-I, Kolkata in Book No.1, Volume No. 24, Pages from 6336 to 6358, Being No. 09939 for the year 2010, the Erstwhile Owners had sold the Said Premises to the Vendor and this sale was duly confirmed by the said M/s. Ganpati Buildcon by joining in the said Conveyance as a confirming party. The Vendor is thus now the sole and absolute owner of the Said Premises.
- 3.9 The Vendor now intends to develop the Said Premises (hereafter the "**Project**") by constructing multi-storied buildings (hereafter the "**Towers**") at the Said Premises and has applied to the KMC for obtaining revised sanction of the Original Plan (hereafter the "**Proposed Plan**"). The Vendor intends to name the Project at the Said Premises (hereafter the "**Complex**") "**SHREE KRISHNA TOWER**". The Complex is intended to be, *inter alia*, as follows:-
 - 3.9.1 The Complex area will initially comprise of the Said Premises and have one single Tower consisting of G +13 floors (hereafter the "**Tower-I**") with each of its floors having two self contained exclusively occupiable residential spaces (hereafter the "**Apartments**"). The KMC permitting, additional floors may be added to Tower-I.

- 3.9.2 If further lands adjacent to the Said Premises (hereafter the "**Added Areas**") can be acquired, the Complex area will comprise of the Said Premises and the Added Areas and additional Towers constructed thereat depending upon further sanction by the KMC.
- 3.9.3 The Complex and Tower-I are to have certain common areas (hereafter the "**Common Areas**") described in **Part-I** of **Schedule-C** and certain common facilities (hereafter the "**Common Facilities**") described in **Part-II** of **Schedule-C** for the use and enjoyment of the occupiers of the entire ultimate Complex. The Common Areas and the Common Facilities hereafter collectively termed "**Common Portions**".
- 3.9.4 Being satisfied with the right, title and interest of the Vendor in the Said Premises, the Existing Plan, the Proposed Plan and all other related deeds and documents, the Purchaser has approached the Vendor to purchase the Composite Unit described in **Schedule-B** and the Vendor has agreed to sale the same on the terms and conditions hereafter contained.

4. Now it is agreed:

- 4.1 AGREEMENT:** Upon the Purchaser paying the "**Price**" mentioned in **Part-I** of **Schedule-I** and the "**Extras & Deposits**" mentioned in **Schedule-H**, as also performing and complying with the obligations hereafter mentioned, the Vendor shall sell to the Purchaser and the Purchaser shall buy the Composite Unit described in **Schedule-B** being collectively the following:
- 4.1.1** The "**Unit**" being the Apartment described in **Part-I** of **Schedule-B** in Tower-I.
- 4.1.2** The "**Parking Space**" being the right to park such number of mid-sized four wheelers and/or two-wheelers in the covered/open space(s) as described in **Part-II** of **Schedule-B**, the exact space(s) whereof will be allocated after completion of the Complex.
- 4.1.3** The "**Land Share**" being the proportionate, variable, undivided, indivisible and singly non-transferable share in the land comprised in the Said Premises described in **Schedule-A** as also the land comprised in the Added Areas, if there be any Added Floors or other Towers besides Tower-I.

- 4.1.4** The "**Common Portions Share**" being the proportionate, variable, undivided, indivisible and singly non-transferable share in the Common Portions mentioned in **Part-I & Part-II** of **Schedule-C**.
- 4.2 Payments:** The Purchaser shall pay the Price and the Extras & Deposits (collectively the "**Total Payable Amount**"), for purchasing the Composite Unit, which are:
- 4.2.1 Price:** The amount mentioned in **Part-I** of **Schedule-I** in the phased manner (hereafter the "**Installments**") as mentioned in **Part-II** of **Schedule-I**, the first whereof as mentioned in **Part-III** of **Schedule-I** (hereafter the "**Earnest Money**"), has been paid by the Purchaser to the Vendor at or before execution hereof and the receipt whereof the Vendor hereby confirms, admits and acknowledges.
- 4.2.2 Extras & Deposits:** Unless specified otherwise, such amounts as be determined by the Vendor for the purposes mentioned in **Schedule-H**.
- 4.3 Default in payment of Installments:** In the event, the Purchaser fails, neglects and/or refuses to pay the balance of the Price or commits breach of any of the other terms or conditions hereof, the Vendor will be entitled to terminate this Agreement whereupon the Earnest Money will stand forfeited to the Vendor and thereafter the Purchaser shall not have any lien, charge and/or claim of whatsoever nature or kind over or in respect of the Composite Unit.
- 4.4 Rates & Taxes:** The Purchaser shall pay all rates, taxes and fees including without limitation Service Tax and VAT that are now payable or henceforth become payable under any existing statute or any new statute that may hereafter be enacted on all or any of the Price, Extras or Deposits.
- 4.5 Mode of Payment:** The Purchaser shall make all payments within the stipulated time as mentioned in the **Schedule-H** and **Schedule-I**, either in cash or through A/c payee cheque(s)/demand draft(s)/RTGS in favour of the Vendor i.e. SHREE KRISHNA PROPERTIES.
- 4.6 Architect:** Architect shall be such person as may be appointed by the Developer from time to time. The Tower-I will be constructed according to the detailed designing of such Architect having the Specifications mentioned in **Schedule-G**. The Vendor shall have the right to change the Architect at its sole discretion.

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

4.8 The Vendor's Reserved Right: The Vendor shall have the right to:

4.8.1 Rearrangement: Rearrange the Common Portions for better planning of the Complex including without limitation for installation of equipments like Generators, Transformer or any other essential machinery.

4.8.2 Vendor's Exclusive Portion: Retain the areas specified in **Schedule-D** for its exclusive use and enjoyment with the exclusive right to transfer or allot any of it and have the exclusive right to install hoardings, signboards, communication towers, VSAT, Dish or other antennas for mobile phones or any other communication or satellite system thereat as also grant or assign such rights to third parties.

4.8.3 Added Floors: Construct additional floors to Tower-I subject to Sanction from KMC *provided however* that the ultimate roof of Tower-I shall be included in the Common Areas. The Purchaser shall not be entitled to raise any objection thereto nor shall be entitled to any compensation or damages on the ground of any temporary inconvenience that may be caused to it.

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

4.8.5 Car Parks: Allot car parking areas in the areas over the Under Ground Reservoir without affecting the maintenance thereof.

- 4.8.6 Acquire:** Acquire Added Areas being plots of land adjacent and/or contiguous to the Premises in which event:
- 4.8.6.1 Addition:** The Added Areas will become part of the Complex envisaged in this Agreement.
- 4.8.6.2 Construction:** Construct such other number of Towers (hereafter the "Added Towers") in the Added Areas as may be permitted by the KMC.
- 4.9 Further Constructions:** In the event the Vendor constructs the Added Floors and/or the Added Towers:
- 4.9.1 Usage of Common Portions:** The Common Portions will also be used and enjoyed by the owners and/or occupiers of the Added Floors or Added Towers, as the case may be, to which also the Purchaser shall be hereby deemed to have given its consent and therefore not raise any objection of any kind in future.
- 4.9.2 Existing Facilities & Amenities:** The Vendor shall be entitled to provide and/or extend all facilities and/or utilities existing in the Said Premises and/or the Complex to the intending purchasers of Apartments in the Added Towers and/or the Added Floors including sharing and/or extending the facilities relating to drainage, sewerage, transformer, generator and such other facilities and/or amenities and/or utilities which are to be provided in the Said Premises.
- 4.9.3 Allow:** The Purchaser shall be deemed to have hereby given its consent for the Further Constructions and therefore shall be barred from causing any obstruction or hindrance thereto including without limitation causing any obstruction or hindrance to the movement of the men and materials for the Added Construction.
- 4.10 Built Up Area:** The Built-Up Area of the Unit as mentioned in **Part-I of Schedule-B** is the inner measurement at its floor level and includes the area of its balcony, its projections, if any, the areas under its walls and where any of its walls is abutting another Apartment, one half of the area under such walls.
- 4.11 Super Built-Up Area:** The Super Built-Up Area of the Unit mentioned in **Part-I of Schedule-B** is its Built-Up Area *together with* proportionate areas occupied by the Common Portions mentioned in **Schedule-C**.

- 4.12 Bar to Objection:** The Purchaser shall not raise any objection or make any claim regarding the construction, completion or the quantum of the Super Built-Up Area after the Possession Date in any manner and/or under any ground whatsoever.
- 4.13 Co-Owners:** The owners of all the Apartments are collectively hereafter termed as Co-Owners and the Vendor shall be deemed to be a Co-Owner in respect of the unsold Apartments and the un-allotted Car Parking and Two wheeler Spaces.
- 4.14 Completion:** Subject to Force Majure and timely payment of the Installments and the deposits by the Purchaser, the Vendor is expected to construct and make the Unit tenantable within 30 months from completion of the foundation work of Tower-I (hereafter the "**Completion Date**"). The decision of the Architect regarding completion, the Specifications, the quality of the materials used and/or the workmanship regarding construction shall be final and binding upon the Parties. The Completion Date may be extended by the Vendor, if so required, by six months, and the Purchaser shall not make any objection thereto.
- 4.15 Possession Notice:** The Vendor shall in writing call upon the Purchaser to take possession of the Composite Unit within 15 days of the date of dispatch of the Possession Notice.
- 4.16 Possession Date:** Irrespective of whether the Purchaser takes possession of the Composite Unit within the date stipulated in the Possession Notice, the Purchaser shall, for all purposes, be deemed to have taken possession of the Composite Unit on the date stipulated in the Possession Notice and be liable and/or obliged to comply with, perform and discharge all such obligations and pay all rates, taxes and/or outgoings in respect thereof from that date. However, the Vendor shall deliver physical possession of the Unit to the Purchaser only after receiving all payment as mentioned in the **Schedule-H** and **Schedule-I**. Further, the Vendor shall not be liable for any damages or breakages in the Unit from the Possession Date.
- 4.17 Declaration by the Purchaser:** The Purchaser hereby declares that it has independently examined, enquired and/or verified or caused to be examined, enquired and/or verified, inter alia, the title of the Vendor to the Said Premises, the Proposed Plan, the Built-up area of the Unit, its Super-Built-up area, the Specifications and all the terms and conditions herein and after being fully

satisfied about these, the Purchaser is entering into this Agreement and the Purchaser further hereby undertakes not to ever raise any objection of whatsoever nature or kind in these regards.

- 4.18 Force Majeure:** Conditions such as fire, earthquake, tempest, tornado, flood or any other act of God or non-supply of construction material like cement, iron, etc. or stoppage of work due to lock outs, industrial dispute, war, strike, labour trouble, political unrest or any cause beyond the control of the Vendor shall be regarded as Force Majeure conditions. In case the construction work of the Tower-I is hampered in any manner whatsoever totally or partially due to Force Majeure the time of performance by the Vendor of its obligations hereunder shall stand extended by the period for which the Force Majeure conditions shall subsist without the Vendor being required to pay any damages and/or compensation and/or penalty to the Purchaser for such delay.
- 4.19 Continuance Force Majeure:** If due to the continuance of the Force Majeure conditions, a situation so arises that the Price of the Composite Unit is required to be increased due to increase in the Price of the building materials, labour cost or any other reasons whatsoever for the viability of the Project, the Vendor shall intimate the Purchaser of the revised Price, any other amendments hereto, if any, and the causes necessitating these. In such a situation, the Purchaser shall have the option either to continue with this Agreement with the amended terms and conditions or may terminate this Agreement in which event the Vendor shall refund the entire amount paid by the Purchaser till such termination but without any interest.
- 4.20 Common Expenses:** The Purchaser shall pay the proportionate share of all costs, charges and expenses whatsoever to be incurred for working, maintenance, up keeping, repair, replacement and/or renovation of the Common Portions mentioned in **Schedule-C** as also proportionate share of all taxes and/or costs relating to the Common Portions and/or levies mentioned in **Part-IV of Schedule-E**.
- 4.21 Maintenance and Management:** For the Maintenance and Management of the Complex:
- 4.21.1 Unit Owners' Association:** The Vendor will have an Association of the owners of Apartments in the entire Complex (the "**Association**") formed for the management and maintenance of the Common Portions including maintenance of Vendor's Exclusive Portion and for

collection and disbursement of the Common Expenses mentioned in **Part-IV of Schedule-E**.

- 4.21.2 Maintenance by the Vendor:** Till the Association is formed and has taken over the charge of maintenance, the Vendor shall carry out the Management and Maintenance by employing such men, technical experts, advisers, agents and other personnel as may be required and pay their salaries/wages/fees for the Maintenance and Management.
- 4.21.3 Payment of Maintenance Charges:** On and from the Possession Date, and irrespective of whether the Purchaser has taken actual physical possession of the Unit or not or whether the entire Common Portions have been constructed and/or installed, the Purchaser shall have to pay the Maintenance Charges to the Vendor.
- 4.21.4 Tax Share:** Till such time the Composite Unit is separately mutated in the name of the Purchaser with all the concerned authorities, it will pay the proportionate share of the Rates & Taxes mentioned in **Part-V of Schedule-E** together with collection/administrative charges. If there be any addition to the Rates & Taxes due to anything done by the Purchaser in respect of the Unit, viz., any additional fittings, special construction and facilities and/or renting it out, such addition shall be borne and paid exclusively by the Purchaser over and above the Tax Charges.
- 4.21.5 Obligations regarding Charges:** The Purchaser shall abide by all the rules and regulations regarding the usage of the Common Portions and pay the Maintenance Charges and the Tax Charges within the 7th day of the month for which the same be payable or within 7 (seven) days of being called upon to pay the same. In the event of delay in making payment of the Maintenance Charge or the Tax Share, the same shall be paid by the Purchaser along with interest @ 2 % per month or part in addition to other statutory liabilities and consequences. The outstanding amounts of the Maintenance Charges and/or the Tax Share shall become a charge on the Unit in favour of the Vendor and/or the Association, as the case may be, for the purpose of recovering the outstanding dues.

- 4.22 Electrical Connection and Charges:** Till such time electric connection is not provided to the Unit by the Electricity Authorities, the Vendor shall allow the

Purchaser to use and enjoy the electricity by drawing power from the existing meter of the Project and the Purchaser shall bear and pay all charges for the electricity consumed by it according to the reading of the sub-meter to be installed at the cost of Purchaser for the Unit at the rate fixed by the Vendor upon taking into consideration the transmission loss and energy charges which is payable to the electricity authorities together with administrative costs of collection charges from the date of installation of the sub-meter. The Vendor will be entitled to disconnect such electric supply without any notice or intimation to the Purchaser in case of default in payment of the above electrical charges within 15 days of receiving the bills therefor. Such connection will be restored only upon payment of the dues together with interest thereon @ 2% per month on the amount outstanding together with reconnection charges of Rs.1,000/- (Rupees One thousand).

4.23 Cancellation by the Purchaser: In the event the Purchaser opts to cancel this Agreement, then the Vendor shall be entitled to retain the amount of the Earnest Money and refund the balance of the payments made by the Purchaser, if any, but without any interest thereon within 60 (sixty) days of such cancellation.

4.24 Default of the Purchaser: In the event the Purchaser fails to (i) perform or comply with any of the terms, conditions, covenants, undertakings, stipulations, restrictions, prohibitions and/or obligations of the Purchaser or (ii) make payment of the Price or any other amount payable to the Vendor within the stipulated time, the Purchaser shall be deemed to be in default. In such an event the Vendor shall, at its discretion, have the option to either:

4.24.1 Cancel: Cancel and/or rescind this Agreement where upon the Vendor shall refund to the Purchaser all payments received by it till the date of such cancellation or rescission without any interest but after deducting a total of 20% (twenty percent) of the Total Price and the extra payments made by the Purchaser, if any, for up-gradation of the Unit shall not be refunded, or

4.24.2 Interest: Where the default is delay of any payment due under this Agreement, the Vendor may opt not to cancel the Agreement in which case the Purchaser shall be liable to pay interest @ 15% (fifteen percent) per annum on all amounts due and outstanding calculated from the date the payment becomes due till the date of payment.

- 4.25 Default of the Vendor:** In case the Purchaser fulfills all its obligations hereunder but the Vendor, in absence of Force Majeure and sufficient reasonable cause, fails to complete and deliver possession of the Composite Unit to the Purchaser within 12 (twelve) months of the Completion Date, then the Purchaser shall have the option to terminate this Agreement and obtain refund of all amounts paid by it without any interest within 60 (sixty) days of the termination. If the Purchaser does not exercise its option to terminate this Agreement, it will become entitled to interest at the rate of 15% (fifteen percent) per annum on the amount paid by it till the Composite Unit is delivered to it. Save as aforesaid, the Purchaser shall not make any other claim of whatsoever nature or kind or in any manner obstruct the construction and execution and completion of the Project or any of the other Apartments and/or Car Parking Spaces and/or the sale or registration of the conveyance of any of them.
- 4.26 Outer Elevation:** The Purchaser shall not and the Vendor shall not allow any of the Co-Owners to do anything whereby the outer appearance of Tower-I or enjoyment by any of the Co-Owners of any of the Common Portions is prejudicially affected.
- 4.27 Parking Space:** The Vendor may allot all available open and covered spaces for parking of Mid sized Four Wheelers and Two Wheelers. The Vendor may install Mechanical Car Parking Systems in the spaces available for parking and allot these for parking on sharing basis. The electrical and the cost for maintaining the Mechanical Car Parking System shall be borne proportionately by the Co-Owners having spaces in the Mechanical Car Parking System.
- 4.28 Registration:** After making all payments hereunder and fulfilling all its other obligations, the Purchaser shall have the Conveyance in respect of the Composite Unit registered within 60 (sixty) days of the Possession Date. In the event the Purchaser fails to do so, the Vendor shall become entitled to damages @ Rs.500/- (Rupees five hundred) per day for each day of the delay. The Vendor shall have the Conveyance drafted and its registration shall also be arranged by the Vendor and the Purchaser shall pay for (a) all statutory fees and charges i.e. stamp duty, registration fee and other charges and (b) Advocate's fee and other expenses for the same.
- 4.29 Transfer:** As soon as the Vendor hands over possession of the Unit to the Purchaser, it will be deemed for all purposes whatsoever that the Composite Unit has been transferred by the Vendor to the Purchaser.

4.30 Representations of the Purchaser: The Purchaser hereby represents to the Vendor that:

4.30.1 Application: The Purchaser had applied for purchasing the Unit and for allotment of Parking Space(s) as mentioned in **Schedule-B**.

4.30.2 Information: The Purchaser confirms that the Vendor has provided to it all the information and clarifications including the calculation of the Super-Built-up Area and that the Purchaser is fully satisfied with the same.

4.30.3 Reliance: The Purchaser has relied on its own judgment and investigation in deciding to apply for allotment of the Unit and has not relied upon and/or is not influenced by any advertisements, representations, warranties, statements or estimates of any nature, whatsoever, whether written or oral made by the Vendor or any selling agents, sales organisations, brokers or otherwise including but not limited to any representations relating to the description or physical condition of the Complex/Unit/Tower-I.

4.30.4 Legal Knowledge: The Purchaser is executing this Agreement with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the Complex/Tower-I and after understanding the terms and conditions contained in this Agreement and after understanding all its rights, duties, responsibilities and/or obligations under each and every Clause of this Agreement.

4.31 Undertakings of the Purchaser: The Purchaser hereby undertakes with the Vendor to:

4.31.1 Obstruct Construction: Not do anything which may delay or hinder the execution and completion of the Project in any manner whatsoever or enter into the Said Premises or any part or portion of Tower-I without first obtaining the written permission from the Vendor, which permission however shall not be unreasonably refused.

4.31.2 Claim possession: Not claim any right in respect of any part or portion of the Said Premises till actual physical possession of the Unit and the Parking Space(s) are handed over to the Purchaser.

- 4.31.3 Common Portion:** Not ever stake any claim, financial or otherwise, against the Vendor in the event the Vendor makes any modification and/or changes in the Common Portions.
- 4.31.4 Obstruct Vendor's Rights:** Not obstruct or object to the exercise of any of the rights of the Vendor under this Agreement.
- 4.31.5 Assignment:** Not assign, transfer or alienate its rights herein until completion of sale of the Composite Unit without the prior written consent of the Vendor, which consent shall not be unreasonably refused *provided however* in consideration for granting such permission for the second and each subsequent assignments the Vendor shall take a nomination fee calculated @Rs.75/- (Rupees Seventy Five) per Square Feet of the Super Built-Up Area of the Unit.
- 4.31.6 Payment of Utilities:** Pay for electricity and other utilities consumed in or relating to the Unit and proportionately for the Common Portions mentioned in **Schedule-D**.
- 4.31.7 Separate Assessment by KMC:** From the month in which the Purchaser takes the possession or deemed possession of the Unit, pay the proportionate amount of the Property Tax in respect of the Composite Unit till the Unit is separately assessed by the KMC in the name of the Purchaser and all the concerned authorities by having it mutated or separated and have such mutation or separation done by the Vendor but at its the costs and expenses.
- 4.31.8 Usage:** Use the Unit quietly and peaceably, without causing any disturbance to the other Co-Owners and only for residential purpose.
- 4.31.9 Abidance:** Abide by the Purchaser's Covenants mentioned in **Schedule-E** and follow the conditions contained in the Easements mentioned in **Schedule-F** while using and occupying the Unit and the Parking Spaces.
- 4.31.10 Performance and Abidance:** Perform and observe all the obligations of the Purchaser under this Agreement without the Vendor requiring to send any reminders therefor.
- 4.31.11 Consent:** Do all acts, deeds, matters and things as the Vendor may hereinafter deem fit and proper in respect to any matter whatsoever

pertaining to the Said Premises and which includes the unilateral addition, alteration, modification, deletion of any of the clauses of this Agreement.

4.31.12 Observance: Observe and comply with such other covenants as be deemed reasonable by the Vendor and/or the Association after its formation.

4.32 Loan: The Purchaser shall be at liberty to obtain loan for purchasing the Composite Unit and for that purpose mortgage, charge or encumber the Composite Unit in favour of any Financing Institution *provided however* that all payments are made directly to the Vendor in adjustment of the Total Payable Amount and further that the Vendor shall not have any liability to such Financing Institution.

4.33 Reliance: Relying on the Representations of the Purchaser and the Undertakings of the Purchaser, the Vendor has agreed to allot the Unit to the Purchaser.

4.34 Adjustment/Appropriation of Payments: The Vendor may adjust and/or appropriate all payments that shall be made by the Purchaser hereunder under any head(s) of dues against outstanding heads in the Purchaser's name and the Purchaser shall not have a right to object/demand/direct the Vendor to adjust the payments in any manner otherwise than as decided by the Vendor.

4.35 Time is the Essence: Time is essence with respect to payment of the Total Price and other charges, deposits and amounts payable by the Purchaser as per this Agreement without the Vendor requiring to send any reminders for the payments to be made by the Purchaser as per the schedule of payments.

4.36 Use of the Unit: The Purchaser shall not use the Unit for any purpose other than for residential purpose; or use the same in a manner that may cause nuisance or annoyance to the Co-Owners; or for any commercial or illegal or immoral purpose; or do or cause anything to be done in or about the Unit which may cause interference to any adjacent plot(s)/building(s) or in any manner interfere with the use of roads or amenities available for common use. The Purchaser shall indemnify the Vendor and other Co-Owners against any action, damages or loss due to misuse for which the Purchaser/occupant shall be solely responsible.

- 4.37 Payment For Replacement, Up Gradation, Additions Of Lifts, DG Sets, Electric Sub-Stations, Pumps, Fire Fighting Equipment And Other Capital Plants/Equipments:** As and when any plant & machinery within the Complex/ Tower, as the case may be, including but not limited to lifts, DG sets, electric sub-stations, pumps, fire fighting equipment, any other plant/equipment of capital nature etc. require replacement, up gradation, additions etc. the cost thereof shall be contributed by the Purchaser on pro-rata basis as specified in this Agreement. The Vendor, and the Association after its formation, shall have the sole authority to decide the necessity of such replacement, up gradation, additions etc. including its timings or cost thereof and the Purchaser agrees to abide by the same. In case any Deposit is demanded by any Government Authority for providing any essential amenities other than those agreed upon herein, then the Purchaser shall contribute proportionately the amount as determined by the Vendor.
- 4.38 Right to enter the Unit for Repairs:** In addition to the Vendor's/Maintenance Agency's rights of unrestricted usage of all Common Portions, and the parking space(s) for providing necessary maintenance services, the Purchaser shall permit the Vendor, its the Maintenance Agency and the Association after its formation to enter into the Unit or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.
- 4.39 Insurance:** The structure of Tower-I may be got insured against fire, earthquake, riots and civil commotion, militant action etc. by the Vendor or the Maintenance Agency on behalf of the Purchaser and the cost thereof shall be payable by the Purchaser as part of the maintenance bill raised by the Maintenance Agency but contents inside the Unit shall be insured by the Purchaser. The Purchaser shall not do or permit to be done any act or thing which may render void or voidable the insurance of any Unit or any part of the Tower or cause increased premium to be payable in respect thereof for which the Purchaser shall be solely responsible and liable.
- 4.40 Alterations of unsold Units /Units:** The Vendor shall have the right to make, any alterations, additions, improvements or repairs whether structural or non-structural, interior or exterior, ordinary or extra ordinary in relation to any unsold Apartment in the Tower and the Purchaser shall have no right to raise objections or make any claims on this account.

- 4.41 Purchase not dependent on financial contingency:** The Purchaser may obtain finance from any financial institution/bank or any other source but the Purchaser's obligation to make payments pursuant to this Agreement shall not be contingent upon the Purchaser obtaining such finance and the Purchaser will remain bound under this Agreement whether or not the Purchaser has been able to obtain finance to purchase the Unit or not.
- 4.42 Right to amend terms and conditions:** The Purchaser agrees and understands that terms and conditions of the Agreement may be modified/amended by the Vendor in accordance with any directions/order of any court of law, Governmental Authority, in compliance with applicable law and such amendment shall be binding on the Purchaser.
- 4.43 Severability:** If any provision of this Agreement is determined to be void or unenforceable under any applicable law, such provisions shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to such applicable law and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.
- 4.44 Indemnification:** The Purchaser hereby covenants with the Vendor to pay from time to time and at all times the amounts which the Purchaser is liable to pay under this Agreement and to observe and perform all the covenants and conditions contained in this Agreement and to keep the Vendor and its agents and representatives, estate and effects, indemnified and harmless against any loss/liabilities or damages that the Vendor may suffer as a result of non-payment, non-observance or non-performance by the Purchaser of any of the covenants and/or conditions stipulated in this Agreement. This will be in addition to any other remedy provided in this Agreement and/or available in law.
- 4.45 Brokerage:** The Purchaser shall bear its own expenses including commission or brokerage to any person for services rendered by such person to the Purchaser whether in or outside India for acquiring the Unit. The Vendor shall in no way whatsoever be responsible or liable for such payment, commission or brokerage nor the Purchaser have the right to deduct such charges from the Total Price and other charges payable to the Vendor for the Unit. Further, the Purchaser shall indemnify and hold the Vendor free and harmless from and against any or all liabilities and expenses in this connection.

- 4.46 Place of Execution:** The execution of this Agreement will be complete only upon its execution by the Vendor through its authorized signatory at the Vendor's head office at 78, Bentinck Street, Kolkata 700001 after the copies are duly executed by the Purchaser and are received by the Vendor. This Agreement shall be, deemed to have been executed at 78, Bentinck Street, 5th Floor, Kolkata – 700001.
- 4.47 Stamp Duty:** The Purchaser shall pay the entire Stamp Duty, Registration Fee and all other taxes, fees, duties, levies or penalties, if any, payable for this Agreement. If the Purchaser wants to have this Agreement registered, the Vendor shall make themselves available for admitting execution of this Agreement before the concerned Registrar.
- 4.48 Notices:** All notices to be served on any of the Parties shall be served at its address herein mentioned or to such other address that has been duly notified and the same shall be deemed to have been duly served on the fourth day from the date of sending if sent by registered post or speed post.
- 4.49 Joint Purchasers:** In case the number of the Purchaser is two or more, all communications shall be sent by the Vendor to the person amongst them whose name appears first herein and at the address mentioned herein to be its address which shall for all intents and purposes be considered as properly served on all the Purchasers.
- 4.50 Arbitration:** All disputes between the Parties relating to this Agreement shall be referred to arbitration before a tribunal consisting of one person (hereafter the "**Tribunal**") to be appointed by Messrs. S. Jalan & Company, Solicitors & Advocates of 6/7A, A.J.C. Bose Road, Kolkata-700 017. None of the Parties shall raise any objection of bias against the appointee even if the person is a Partner, Consultant or Associate of S. Jalan & Co. The Tribunal shall be at liberty to proceed summarily, not give any reason for its award and avoid all rules, procedures and/or evidences that can be lawfully avoided by the mutual consent and/or directions by the Parties, which consent and/or direction shall be deemed to be hereby given by both the Parties. The Tribunal may even award damages along with the final award against the Party not complying with any interim award or order passed by the Tribunal. The Tribunal shall endeavor to make the award within four months from the date of appointment and conduct the proceedings from day-to-day and for about 5 hours per day save for initial sittings. The award of the Tribunal shall be final and binding on

the Parties. The cost of arbitration proceeding shall be borne by the Party initiating the Arbitration Proceedings.

4.51 MISCELLANEOUS:

- 4.51.1** This Agreement supersedes all earlier agreement(s), memorandum, brochures and/or arrangements between the Parties, and the Parties shall be bound by the terms and conditions herein contained.
- 4.51.2** The Vendor will provide the facility of a Community Hall only if the Complex Area is extended with the acquisition of Additional Areas and additional floors are sanctioned.
- 4.51.3** The Purchaser shall not to claim partition of its undivided right, title and/or interest in the land attributable to the Unit.
- 4.51.4** The Vendor shall have exclusive right over all the open areas within the Said Premises which are not specifically allotted.
- 4.51.5** The Hoarding of "SHREE KRISHNA TOWERS" or Logo of the Vendor or as otherwise decided by the Vendor may be affixed in a suitable portion of the Complex to be decided by the Vendor.
- 4.51.6** In the event the Vendor makes any model apartment for display, then all fittings and/or fixtures in it will be tentative and merely indicative. Considering the better view and/or other concern, the Vendor may, at its sole discretion, change the colour, brand and/or design of any part or portion of the Complex to which the Purchaser shall have no objection.
- 4.51.7** The Purchaser undertakes not to sub-divide or partition the Unit by Brick Wall or RCC or PCC casting or with some other Materials without written permission from the Vendor and/or the KMC and not to damage or penetrate beams or columns in the Unit or to do such acts so as to deteriorate the structural strength of Tower-I.
- 4.51.8** The Vendor shall hold and retain all the original title deeds and documents of the Said Premises and upon the same being reasonably required by the Purchaser, produce or cause to be produced the same to the Purchaser, for evidencing the title and if and when so required to furnish to the Purchaser photo copies of or extracts from the said

deeds and documents at the request and cost of the Purchaser and shall keep the same safe and unobliterated.

- 4.51.9** In case the Vendor builds the Additional Floors, the Vendor shall, at its own costs and expenses, have the lift rooms, and the overhead water tank(s) shifted to the ultimate roof of Tower-I but in such a manner so that minimum interruption to the common services provided to Tower-I is caused.
- 4.51.10** If due to any neglect or default on the part of the Purchaser, any further construction, reconstruction, alteration, addition, variation, modification, additional construction or development of the Unit, Tower-I or any part or part or portion thereof in any way is affected, delayed, hindered or impeded, then and in that event the Purchaser shall be held liable to pay compensation or damages therefor.
- 4.51.11** The Purchaser shall comply with all notices, orders and/or requisitions of the KMC, Government or Semi-Government or other competent Authorities as may at any time be made upon or in respect of Tower-I or the Complex notwithstanding that such notice, order and/or requisition is to be complied with by the Vendor and/or by any of the Co-Owners.
- 4.51.12** None of the invitees or visitors of the Purchaser shall park their cars or two wheelers in any part of the open space unless otherwise expressly permitted by the Vendor or the Association, as the case may be.
- 4.51.13** The Purchaser shall be entitled at its own costs to apply for and obtain telephone and other telecommunication services at the Unit. The Vendor agrees to sign all necessary papers, applications and documents signifying its consent and approval for obtaining the telephone and/or telex connection by the Purchaser at the Unit as may from time to time be required by the Purchaser.
- 4.51.14** If at any time there be any breach or non-observance or non-performance of any of the conditions, covenants and/or stipulations contained herein to be observed and/or performed on the part of the Purchaser, the Vendor shall call upon the Purchaser by giving notice in writing to the Purchaser to rectify the defaults and/or lapses on the part of the Purchaser if such defaults and/or lapses can be or are

capable of being remedied and in the event of the Purchaser failing to rectify the defaults or laches as aforesaid within the period of time specified in such notice, it shall be lawful for Vendor at any time thereafter to terminate the Agreement without prejudice to the Vendor's other rights of action in respect of arrears of payments or any breach or non observance of the Purchaser's covenants.

4.52 Headings & Brackets: The words in the headings and in brackets shall have the meaning attributed to them therein.

4.53 Two Originals: Two copies of this Agreement are being executed and both of them will be deemed to be an original.

SCHEDULE – A

[The "Premises"]

ALL THAT the land hereditament premises comprised in the Kolkata Municipal Corporation being No. 7, Garpar Road, within the Municipal limits of the town of Kolkata, Ward No. 28, A.D.S.R. Office at Sealdah, P. S. Maniktola now Narkeldanga within Holding No.: 152, Sub-Division – 22, Dihi – Panchannagram, Mouza : Bahir – Mirzapur, District-24 Parganas (S) containing an area of land admeasuring about 15 Cottah 13 Chittacks more or less lying situate and as shown in the plan annexed herewith and bordered in RED butted and bounded as follows:

| | |
|--------------------------------|---|
| <u>ON THE NORTH BY</u> _____ : | Private Passage and a Municipal Drain, |
| <u>ON THE EAST BY</u> _____ : | Partly by Premises No. 11 & Partly by Premises 8, Garpar Road; |
| <u>ON THE SOUTH BY</u> _____ : | Partly by Garpar Road (16 ft wide) & partly by Premises No. 8, Garpar Road; |
| <u>ON THE WEST BY</u> _____ : | Premises No. 6, Garpar Road; |

SCHEDULE-B

[Subject matter of Agreement]

[Composite Unit]

PART-I

[Unit]

The Unit No.____, on the ____ Floor of TOWER-I under construction at the Premises described in **Schedule-A** having a Built-up area of about _____ sq. ft. and Super Built up area of about _____ square feet (hereafter the "**Apartment/Unit Area**") written butted and bounded in the manner following :-

ON THE NORTH:

ON THE EAST:

ON THE WEST:

ON THE SOUTH:

PART-II

[Parking Spaces]

The right to park ____ (____) car(s) _____ two-wheelers in Open/covered areas to be allotted by the Vendor out of Vendor's Exclusive Portion after completion of the Project.

TOGETHER WITH

The proportionate undivided, variable, indivisible and singly non-transferable share in the land comprised in the Premises described in **Schedule-A**.

TOGETHER WITH

The proportionate, undivided, variable, indivisible and singly non-transferable share of the Common Portions mentioned in **Part-I** of **Schedule-C** excluding **Vendor's Exclusive Portion** mentioned in **Schedule-D**.

SCHEDULE - C

[Common Portions]

Part-I

[Common Areas]

1. Areas within a Tower:

- 1.1 Lobbies and stair cases.
- 1.2 Stair Head Room, Lift Machine Room, Lift Well.

2. Areas Outside a Tower:

- 2.1. Generator Area.
- 2.2. Transformer Room / Area.

Part-II

[Common Facilities]

3. Water and plumbing:

- 3.1. Overhead water reservoirs.
- 3.2. Underground Water Reservoirs.
- 3.3. Underground Fire Fighting Water Tank.
- 3.4. Water pipes (save those inside any Unit).
- 3.5. Tubewell/s, if any.
- 3.6. Pumps & Motors

4. Electrical Installations:

- 4.1. Wiring and accessories for lighting of Common Areas in the TOWER.
 - 4.2. Lift and lift machinery.
 - 4.3. Electrical Transformer/s.
 - 4.4. Electrical Cables.
 - 4.5. All External Lightings.
- 5. The Community Hall, if constructed.
 - 6. Open pathway, Driveways, Corridors,.
 - 7. Boundary walls.
 - 8. Security Gummy
 - 9. All gates to the Premises.
 - 10. Drains, sewers, septic tank/s and their connection with the KMC.
 - 11. Diesel Generating Set(s).
 - 12. Gymnasium.
 - 13. Roof Garden.

SCHEDULE - D

[Vendor's Exclusive Portion / Limited Common Area]

The Complex will have certain portions of common areas and facilities (hereafter the "**Vendor's Exclusive Portion**") as reserved for use of certain apartment or apartments owners to the exclusion of other apartment owners and such vendor's exclusive portion also includes Parking Space, Ultimate Roof (except Gymnasium and Roof Garden) of the

Tower as described in **Schedule-C** and such portions can be allotted at the sole discretion of the Vendor to the intending apartment owners.

SCHEDULE - E

[Purchaser's Covenants]

Part-I

(Specific Covenants)

1. *The Purchaser shall:*

- 1.1. Pay the proportionate Common Expenses mentioned in **Part-IV** of this Schedule and also the respective shares of Maintenance Charges, levies, taxes and all other outgoings related to the Composite Unit, the tower-I and the Complex within 7th of every month if the amount is already known to the Purchaser or else within 7 (seven) days of being called upon to do so.
- 1.2. Keep the Unit and the Parking Space and every part thereof and all fixtures and fittings therein properly painted and in good repairs and in a neat, clean and decent condition and Use the Common Portions for the purpose for which it is meant unless otherwise approved by the Vendor / Association.
- 1.3. Sign such forms, give such authorities and render such co-operation as may be required by the Vendor and/or the Association for common purposes and/or in the common interest and/or in way in pursuance thereof.

2. *The Purchaser shall not:*

- 2.1. Injure, harm or damage the Common Portions or any part or portion thereof or any of the other Apartments by making any modification and/or alterations and/or withdrawing any support or otherwise.
- 2.2. Throw or accumulate any dust, rubbish or other refuse or place any article or objects in the Common Portions, save at the places earmarked therefor by the Vendor / Association.
- 2.3. Do or permit anything to be done which is likely to cause nuisance or annoyance to the Co-Owners and/or owners of any adjoining premises.
- 2.4. Use or allow the Unit or any part thereof to be used for any club, meeting, conference hall, school, clinic, nursing home, hospital, Guest house, boarding/lodging house, hotel, catering place, restaurant or other public purpose or non residential purpose.
- 2.5. Use the respective allotted Parking Space, if any, for any purpose other than for parking of their respective cars or two wheelers.

- 2.6. Put up or affix any sign board, name plate or other things or other similar articles in the Common Portions or outside walls of the Tower-I save at the places provided or approved therefore provided, this shall not prevent the Purchaser from displaying a small and decent name-plate outside the main door of the Unit.
- 2.7. Keep, store, carry on or cause to be carried on any offensive, combustible, obnoxious, hazardous or dangerous articles in the Unit or the Common Portions as may be injurious or obnoxious to Co-Owners and/or owners of any adjoining premises.
- 2.8. Affix, tamper or draw any wire, cable, pipe from, to or through any Common Portions or outside walls of the Tower-I or other parts of the Complex, without approval of the Vendor / Association and in the event any wires are drawn directly to the Unit from the road or anywhere else, all responsibilities for any consequences for that will solely be that of the Purchaser.
- 2.9. Install any Air-Conditioner, except in the approved places.
- 2.10. Affix or change the design or the place of the grills, the windows or the main door of the Unit without written approval of the Vendor / Association, as the case may be.
- 2.11. Alter any portion, elevation or colour scheme of the Tower-I or any of the Common Portions.
- 2.12. Restrict any of the other occupiers of the other Units the full and unrestricted enjoyment of the Easements described in **Schedule-F**.
- 2.13. Question the quantum of any amount levied upon and to be paid by the Purchaser on any account herein.
- 2.14. Partition or cause partition of the Unit.
- 2.15. Sell the Parking Space singly but along with the Unit or to a Co-Owner.

Part-II

[Association]

1. The Purchaser and all the Co-Owners shall compulsorily become members of the Association.
2. The Purchaser shall render all necessary assistance to the Vendor and the other Co-Owners in all respects for formation of the Association.

3. The Purchaser shall accept, without any objection of any nature whatsoever, the rules and regulations of the Association, mutually framed by the Vendor and Purchasers of the Complex (hereafter the "**Rules**").
4. The Purchaser shall bear and pay proportionate costs, charges and expenses for formation and registration including professional charges, of the Association, as determined by the Vendor without any demur or delay.
5. The Purchaser shall:
 - 5.1 Diligently observe, perform and abide by the Rules.
 - 5.2 Co-operate with the Association and its other members in all its activities.
 - 5.3 Pay all the charges, costs and fees of the Association, as also for its upkeep, as are levied upon the Purchaser by the Association, within the due dates.
 - 5.4 Pay for and acquire the shares, if issued, of the Association.

Part-III

[Management & Maintenance]

1. Initially Vendor itself, or through a Facility Management Company or by a Committee nominated by it (hereafter the "**Committee**") shall manage and maintain the Complex and the Common Portions. Once the Association is formed the Committee will hand over the charge of maintenance to the Association.
2. The Co-Owners may change, alter, add to or modify the Rules of the Association and frame rules, regulations and/or bye-laws for Common Purposes and quiet and peaceful enjoyment of the Co-owners and for their mutual benefit.
3. The Association shall function at the cost of the Co-owners and will work on the basis of advance payments and/or reimbursements of all costs including establishment costs and costs of its formation and/or operations and requirements for doing and/or making provisions for repairs, painting, replacements and renovation of first class standard and for unforeseen eventualities and contingencies.
4. The Association shall, upon its formation, be entitled to all the rights with regard to the Common Portions or for the common interests of the Co-Owners (hereafter the "**Common Purposes**").
5. The Deposits with the Vendor shall be made over to the Association by the Vendor upon its formation, which shall be utilised by the Association only for the purpose for which the same have been made and the costs, charges and expenses to fulfill such purpose.

6. The Association shall pay all rates, taxes and outgoings, including those for insurance, (hereafter the "**Outgoings**") for the Tower-I and the Complex, which are not separately chargeable or assessable or leviable on the Co-Owners.
7. If the Association has to make any payments, including the Outgoings, out of the deposits kept with it due to any default of the Purchaser, then the Purchaser shall pay such amount within 7 days of payment by the Association.
8. The Purchaser shall make all deposits or payments, called upon to do so by the Association, within 7 (seven) days of the due date or of receiving demand in writing for the same.
9. In case of default by the purchaser in making Payments as aforesaid they shall be liable to make payments together with Penalty and Interest as fixed by the Vendor / association as the case may be.

Part-IV

(Common Expenses)

1. **Maintenance:** All expenses for maintaining, operating, white washing, painting, repairing, renovating, rebuilding, reconstructing, decorating, redecorating, replacing and lighting the areas in the Common Portions.
2. **Staff:** The salaries and all other expenses of the persons employed by the Association, including their perquisites, bonus and other emoluments and benefits.
3. **Operational:** All expenses for running and operating all machinery, equipments and installations comprised in the Common Portions, including the costs of repairing, renovating and replacing the same and towards consumption of electricity for all the Common Portions and for the Common Purposes.
4. **Association:** Establishment and all other expenses of the Association including its formation, establishment, working capital, administrative and miscellaneous expenses.
5. **Insurance:** Costs of insuring the Tower-I, the Complex and the Common Portions against fire, earthquake, etc.
6. **Fire Fighting:** Cost of operating the fire fighting equipments and personnel including costs of renewal of N.O.C. from the West Bengal Fire Service as and when necessary.
7. **Rates, taxes and other outgoings:** All rates, taxes, fees, levies and other outgoings payable to all statutory authorities or otherwise relating to the Premises as cannot be allocated to any particular Co-Owner of any of the Apartments.

8. **Reserves:** Creation of a contingency fund for replacement, renovation and other periodical expenses and generally for all the Common Expenses.
9. **Lift:** Cost of operating the lifts, their annual maintenance cost including the cost of renewal of the lift licenses.
10. **Others:**
 - 10.1. Litigation expenses that may have to be incurred for the Common Purposes.
 - 10.2. Expenses incurred to maintaining all the Parking Areas and terraces in the complex.
 - 10.3. All other expenses and/or outgoings for or relating to the Common Portions as are incurred by the Association.
11. **Default:** In case the Purchaser defaults in making any payment or deposit to the Association within the time stipulated therefore (hereafter the "**Default Amount**"), the Association shall be entitled to withhold all or any of the utilities, facilities and/or services to the Purchaser till the Amount is in arrears and the Association shall further be entitled to charge interest thereon @ 2% (Two per cent) per month or part, compoundable monthly, till the Default Amount including damages suffered or costs incurred due to delay in making payment of the Default Amount or for realization of the Default Amount is fully paid.
12. **Charge:** The liability for any amount becoming due and payable however shall be a charge on the Composite Unit and shall remain so until remittance in full thereof is made.

Part-V

[Mutation, taxes and impositions]

1. The Vendor may have the Composite Unit mutated and apportioned in the name of the Purchaser at the cost of the Purchaser.
2. Until such time as the Composite Unit be separately assessed and/or mutated, all rates, taxes, outgoings and/or impositions levied on the Complex and/or the Tower-I (hereafter the "**Impositions**") shall be proportionately borne by the Purchaser.
3. Besides the amount of the Impositions, the Purchaser shall also be liable to pay the penalty interest, costs, charges and expenses for and in respect of all or any of such taxes or Impositions (hereafter the "**Penalties**"), proportionately or wholly, as the case may be.

4. The liability of payment by the Purchaser of Impositions and Penalties in respect of the Composite Unit would accrue with effect from the Possession Date irrespective of whether all Facilities have been completed.
5. The Purchaser shall contribute to and pay the maintenance and service charges, all betterment fees, taxes and other levies and charges imposed by the Government or any other authority relating to the Tower-I proportionate to the Purchaser's interest therein and those relating only to the Unit.
6. The Vendor / Association as the case may be shall be at liberty to pay such sums from time to time as it may deem fit and proper towards the Impositions or Penalties and recover the share of the Purchaser thereof from the Purchaser together with the collection/administrative charges.

SCHEDULE-F

[Easements]

1. The Purchaser and all the other Co-Owners shall be bound by the following easements and/or conditions:
 - 1.1 The right of ingress to and egress from the Unit.
 - 1.2 The right of passage of wires, cables and other equipments and of utilities including connections for water, electricity, telephone, internet and all other utilities to and through both the Common Portions from ducts and spaces specifically provided therefor.
 - 1.3 The right of support, shelter and protection of each portion of the Tower-I by the other portions thereof.
 - 1.4 Such rights, supports, easements and appurtenances as are usually held occupied or enjoyed as part or parcel of the Unit or necessary for the exclusive use or enjoyment thereof by the Co-Owners in common with each other subject however to the conditions contained elsewhere herein.
 - 1.5 The right of the Co-Owners, with or without workmen, and necessary materials to enter into all parts of the Complex, the Tower and all the other Apartments therein for repairs at day time upon giving 48 (forty-eight) hours prior notice to

the persons affected thereby *provided however* that no prior notice or timing shall be required in emergency circumstances.

2. The Purchaser shall not:

- 2.1 Make any internal addition, alteration and/or modification in or about the Unit save in accordance with the appropriate Building Regulations, the Rules of the Association and after obtaining appropriate sanctions from the necessary statutory authorities and a certificate from a certified structural engineer and ensure that such does not jeopardise the structural stability of the Tower-I.
- 2.2 Claim any right of pre-emption or otherwise regarding any of the other Apartments or any portion of the Tower-I or the Complex.
- 2.3 Make any claim of any nature whatsoever with regard to any other areas, open or covered, in the Tower-I or the Complex besides the Unit and the common enjoyment of the Common Portions.

SCHEDULE-G

[Specifications]

| | |
|----------------|--|
| Structure | Earth-quake resistant structure according to latest seismic code, RCC framed structure with anti termite treatment in the foundation. |
| Interior Walls | Conventional brickwork made of clay or Fly ash or R PANEL Made of PUF Materials, as per drawings with mortar plaster and with Wall Putty finish of Birla or equivalent. |
| Windows | High Quality UPVC / Aluminum Anodized Sliding Window with Grill with open able window for Air Conditioner Maintenance wherever required. |
| Doors | <p>Main Door: Door Frame with High Quality Flush Doors with laminates with quality lock fitting.</p> <p>Bedroom: Door Frame with High Quality Flush Doors with Laminate finish with Mortise Handle with lock and Tower Bolt from inside.</p> <p>Other Doors: Door Frame with High Quality Flush Doors with Laminate finish with latches or Tower Bolts.</p> |
| Flooring | Good Premium Quality Vitrified tiles (Glossy finish) of reputed |

| | |
|----------------------------|---|
| | brand unless otherwise mentioned. |
| Toilets | <p>Floor Tiles: Good Premium Quality Ceramic / Vitrified Tiles (matt finish)</p> <p>Wall Tiles: Good Premium Quality Ceramic Tiles Up to lintel / Door height</p> <p>Fittings & Fixtures: High Quality Low flow CP Fixtures of Reputed Brand, Wall Hang Water Closet (WC), Centralized Heat Pump for all toilets.</p> |
| Kitchen | <p>Floor Tiles: Good Premium Quality Ceramic / Vitrified Tiles (matt finish)</p> <p>Wall Tiles: Good Premium Quality upto 2 ft Glazed Ceramic Tiles above counter.</p> <p>Fittings & Fixtures: High Quality Black Granite Counter with low flow CP Fixtures and One SS Sink of Reputed Brand with One Kitchen Chimney.</p> <p>One Water Filter/Purifier of reputed Brand.</p> |
| Balcony | <p>Floor Tiles: Good Premium Quality Ceramic / Vitrified Tiles (matt finish).</p> <p>Railing: M. S. Grill Full Height</p> |
| Electrical | Modular Switches, Fire Retardant (FR) Copper electrical wiring throughout in concealed conduit with provision for light points, TV and Telephone sockets. A. C. Points in all rooms & Living. |
| Ground Lobby | Well decorated lobby using Marble / Granite / Tiles with False Ceiling as designed by our Interior / Architect with Air Condition. |
| Stair Case and Floor Lobby | <p>Floor: Matt finish Tiles in lobbies and Marble / Granite / Tiles on Stairs and risers and landing as designed by our Interior or Architect.</p> <p>Paint: Oil based Paint</p> <p>Railing: 3 ft height M. S. Railing as per the design finalized by our architect/interior</p> |
| Roof | One side of the roof shall be Roof Garden. |
| Water Supply | KMC water supply. |

| | |
|-----------------|---|
| Lift / Elevator | One Stretcher / Service Lift and One 8 passenger lift of KONE / OTIS or equivalent Brand with Automatic Doors. |
| Security System | CCTV for common area with recording facility and Intercom facility for each Flat. |
| Generator | 1,500VA power from Generator for each Flat. Generator for Lift and Common areas covered. |
| External Wall | Weather Coat Paint and use of other materials as per the elevation design finalized by the architect. Air Condition water outlet. |

Note: Specifications are subject to change in keeping with the quality standards as decided by the Vendor in consultation with their architects and/or other concerned consultants.

SCHEDULE-H

[Payments]

Part-I

[Extras]

1. **Additional Work:** The cost of any work done in the Unit in addition to those mentioned in the Specifications mentioned in **Schedule-G** at the request of or with the consent of the Purchaser including, but not limited to, the expenses of having the Plan modified if required for the Additional Work. Such amount is payable as and when demanded by the Vendor.
2. **Electricity / Transformer Expenses:** The proportionate costs including, but not restricted to, the deposits and expenses payable to CESC Limited or otherwise for bringing the electric supply connection lines to the Premises the exact amount whereof will be intimated to the Purchaser by the Vendor when the total expenses for the same is ascertained including the costs and deposits of transformer(s), cabling, mother meter(s) etc. This amount is payable on or before Possession Date. In addition the purchaser shall also pay the deposit for its individual meter. Service Tax, if any, shall be payable extra.
3. **Maintenance Charges:** An amount i.e. Rs. _____/- calculated @Rs.30/- (Rupees Thirty) only on Unit Area (Super-Built-Up-Area) shall be paid by the Purchaser together with the Service Tax as applicable from time to time as the maintenance charges for One Year calculated @Rs.2.50p per month. This amount is

payable on or before Possession Date. In case the maintenance Charges increases the Purchaser shall have to pay the increased amount of maintenance to the Vendor.

4. **Maintenance Charges after completion of 1 yr:** If the circumstances so demand the Vendor have to maintain the Premises for the period more than One Year in such case, the Purchaser shall regularly and punctually pay to the Vendor until the formation of Association, the amount calculated @ Rs.2.50p per sq. ft. plus Service Tax as applicable from time to time per month on Super-built-up area of the said unit. The rate as fixed by the developer may increase if the maintenance cost incurred by the vendor exceeds Rs.2.50p per sq. ft.
5. **Documentation Charges:** The sum of Rs. 15,000/- (Rupees Fifteen thousand) Plus Service Tax as costs for preparation of this Agreement for Sale and Conveyance as well all other documents in connection with or related to the sale of the Composite Unit by the Vendor to the Purchaser Rs.5,000/- (Rupees Five thousand) whereof is to be paid by the Purchaser together with the Service Tax, if any, at or before execution hereof and balance Rs.10,000/- (Rupees Ten thousand) together with the Service Tax, if any, before registration or the Possession Date whichever is earlier. This Charge however is not inclusive of the expenses to be incurred by the Purchaser for registering the Conveyance for the Composite Unit which is to be paid separately by the Purchaser to the Vendor within 7 (seven) days of being called upon to do so.
6. **Association formation Cost:** Proportionate cost of forming the Association or Rs.5,000/- Plus Service Tax per Unit Holder whichever is higher Payable on or before Possession Date.

Part-II

[Deposits]

1. **Maintenance Expenses Deposit/Sinking Fund:** An amount equal to Rs. _____/- calculated @ Rs.25/- (Rupees Twenty Five) only per Square Feet of the Super-Built-up area of the Unit towards initial Maintenance Deposit/Sinking Fund. The Vendor will hand over the remainder of this Deposit after mitigating all common expenses proportionately, if any, to the Association upon its formation.
2. **Security Deposit for Rates & Taxes and other Misc Exps:** An amount equal to Rs. _____/- calculated @ Rs. 25/- (Rupees twenty-five) per Square Feet of the Super-Built-Up Area as security deposits for any rates & taxes including without limitation Municipal Tax, Water Tax and/or any other Government Levies, for payment of all rates & taxes and other Misc. Exps. payable by the Purchaser for the

Composite Unit if required to be paid on behalf of the Purchaser for the Composite Unit till such time the Composite Unit is separately mutated for payment of all rates and taxes.

SCHEDULE-I

Part-I

[Price/Consideration]

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

Part-II

[Installments]

| SL No. | Stage of Construction | Payment % age | Amount (Rs.) |
|---------------|--|--------------------------|---------------------|
| 1. | On or before signing the Agreement for Sale. | | |
| 2. | Within August 2016 | | |
| 3. | On or before Possession Date. | | |
| | Total Price Payable for the said Composite Unit | 100% | _____.00 |

Note: All the aforesaid Amount is Payable along with Service Tax @_____ % or as applicable time to time.

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

The Vendor received from the Purchaser herein a sum of Rs. ____/- (Rupees _____) only towards Earnest Money and/or part payment for execution of this agreement.

| Sl. No. | Cheque / Draft No. | Date | Bank | Amount (Rs.) |
|---------|--------------------|------|--------------|--------------|
| 1. | | | | |
| 2. | | | | |
| 3. | | | | |
| | | | TOTAL | |

TOTAL Rs. /- (Rupees _____) only.

Execution: In witness whereof the Parties have executed this Agreement at Kolkata on Date.

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

M/s. SHREE KRISHNA PROPERTIES

at KOLKATA on in the presence of:

Witness:

1.

2.

Affix a
Photo and
signed
across the
Photograph

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

at KOLKATA on in the presence of:

Witness:

1.

2.

Drafted by:

(Advocate)

Affix a
Photo and
signed
across the
Photograph

Affix a
Photo and
signed
across the
Photograph