

Conveyance

1. THIS CONVEYANCE made on this the _____ day of _____, 2018.

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, P.O. & P.S. Bowbazar, Kolkata-700 001 and having Income Tax PAN **ABKFS7214H** of the **ONE PART** being represented by one of its Partners and Authorized Signatory **Mr. INDAR DUGAR**, son of Mr. Jagdish Dugar, by religion Hindu, by occupation Business, Indian National, residing at Flat No.7B, 7th Floor, 57, Sarat Bose Road, P.O. & P.S. Bhawanipore, Kolkata – 700 025 and having Income Tax PAN **ADNPD7297E**.

AND

2.2 Purchaser: _____, son/wife of _____, aged about _____ **years**, by occupation- _____, having Income Tax PAN _____, by faith-_____and having mailing address of _____ P.S _____, P.O. _____, PIN_ _____of the **OTHER PART**.

3. Background:

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

3.2 Devolution of Title: The manner which the Vendor became owner of Municipal Premises No. 7, Garpar Road, Kolkata-700009 of all that the land appurtenant thereto measuring about 15 Cottahs and 13 Chittacks described in **Schedule-A** (hereafter the "**Said Premises**") is as under:

3.2.1 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 had purchased the Said Premises.

- 3.2.2 The said Ram Narain Chatterjee died intestate sometime in the year 1899 leaving behind him surviving two sons JitendraNath Chatterjee and Ganga Charan Chatterjee as his only heirs and who, thus jointly becoming the absolute owners of the Said Premises, had sold the same to one Smt. Sova Sundari Sen alias Smt. Sova 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.
- 3.2.3 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 38to 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.
- 3.2.4 The said Sri Netai Charan Sen, as the sole and absolute owner of the Said Premises, died intestate on 10th March, 1982 leaving behind him surviving his wife, the said wife Smt. Sova Sundari Sen alias Sova Sen, one son, Sri Rabindra Nath Sen and one daughter Smt. Sabita Laha, as his only heirs each of whom thus became owner of undivided 1/3rd share in the Said Premises.
- 3.2.5 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.

3.2.6 The Erstwhile Owners, had entered into an Agreement dated 20th January, 2005 for selling the Said Premises with one M/s. Ganpati Buildcon and a plan for constructing a building at the Said Premises (hereafter the "**Original Plan**") was sanctioned by the Kolkata Municipal Corporation (hereafter the "**KMC**") vide its Permit No. 05(Br-IV) dated: 03/06/2008.

3.2.7 By a Conveyance dated 12th October, 2010 registered with the Additional Registrar of Assurances-I, Kolkata in Book No.I, 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.

3.3 Plan: Upon thus becoming the sole and absolute owner of the Said Premises, to develop the Said Premises, the Vendor had submitted to the KMC a plan for revision of the Original Plan. The plan first submitted by the Vendor has also been revised from time to time and the building that has been constructed at the Said Premises has G + 13 floors (hereafter the "**Tower-I**") with each of its floors having two self-contained exclusively occupiable residential spaces (hereafter the "**Apartments**"). The present plan may be further revised in future if so required.

3.4 Vendor's Intent: The intention of the Vendor (hereafter the "**Intention**") to develop the Said Premises was, *inter alia*, as follows:

- 3.4.1 Extend the development at the Said Premises (hereafter the "**Project**") to areas besides the Said Premises (here after the "**Added Areas**") by acquiring lands adjacent to the Said Premises and/or adjacent to any of the acquired areas and add or amalgamate these to the Said Premises (hereafter the "**Complex**").
 - 3.4.2 The area of the Complex (hereafter the "**Complex Area**") to comprise of the Said Premises and the Added Areas.
 - 3.4.3 Besides Tower-I, construct such number of additional buildings (hereafter the "**Additional Towers**") at the Complex Area, treating the Complex Area as one and utilising the FAR of its entire area, as be sanctioned by the KMC.
 - 3.4.4 Name the Complex "**SHREE KRISHNA TOWER**".
 - 3.4.5 Each of Tower-I and the Additional Towers would have certain areas and facilities for the use and enjoyment exclusively for the occupiers of that particular Tower (hereafter the "**Tower Common Portions**") while certain areas and facilities, though may be housed in any of the Towers, would be for the use and enjoyment of the occupiers of the entire ultimate Complex (hereafter the "**Complex Common Portions**").
 - 3.4.6 The entire Complex and all the Towers within it will be maintained and managed by one single body of the owners of the Apartments in it (hereafter the "**Association**").
- 3.5 Further Purchase:** The Vendor has since purchased a plot of land adjacent to the Said Premises being Municipal Premises No. 11A, Garpar Road, Kolkata-700 009 (hereafter the "**Added Area-I**") by a Conveyance dated 1st September, 2014 registered with the D.S.R.-III, Alipore in Book No. I, Volume No. 16, Pages 8168 to 8197 being deed no. 07016 for the

year 2014 and is contemplating to construct another multi-storied buildings thereat which will also have certain facilities to be included in the Complex Common Portions.

- 3.6 Agreement:** Coming to learn about the Complex, and after satisfactorily verifying the title of the Vendor to the Said Premises and satisfactorily acknowledging, accepting and concurring with the Vendor's Intent, the Purchaser had approached the Vendor to purchase the Composite Unit described in **Schedule-B**. The Vendor having agreed to sell the same to the Purchaser, the Parties had entered into an agreement (hereafter the "**Sale Agreement**") whereby the Vendor had agreed to sell the Composite Unit to the Purchaser upon the Purchaser paying the Price as mentioned in the Sale Agreement, being the Consideration mentioned in **Schedule-H**, and complying with the other terms and conditions as mentioned therein.
- 3.7 Completion:** The construction of Tower-I has been completed and the Architect for the Project has given its certificate of completion dated 14th June 2017. Annexing the same, by its letter dated 26th June 2017 the Vendor has applied to the KMC for issuance of its completion certificate (hereafter the "**KMC CC**").
- 3.8 Possession:** The Purchaser having paid the entire Consideration and complied with all the other agreed terms and conditions as contained in the Sale Agreement, having fully satisfying itself about the title of the Vendor to the Said Premises and the Added Area-I, the various plans for the Project, the KMC CC, construction of Tower-I, including the arrangement and rearrangement of its Common Portions, the Subject Apartment, and whole heartedly consenting to the Vendor's Intent, the Purchaser has taken possession of the Subject Apartment **on** **_____** (hereafter the "**Possession Date**"). By accepting the

possession, the Purchaser also declares that the Purchaser has no grievance of whatsoever nature or kind against the Vendor in respect to the Said Premises including the Composite Unit.

3.9 Completion of Sale: At the request of the Purchaser, the Vendor is hereby completing the sale of the Composite Unit in favour of the Purchaser.

4. Now this deed witnesses:

4.1 Sale: The Purchaser having paid the Consideration mentioned in **Schedule-H** to the Vendor and agreeing to observe and perform the terms and conditions herein mentioned, the Vendor do hereby sell, within the meaning of Section 54 of the Transfer of Property Act, 1882, unto the Purchaser the "**Composite Unit**" described in **Schedule-B** being collectively the following:

4.1.1 Subject Apartment: The Apartment described in **Part-I** of **Schedule-B** and bordered '**Red**' in the Annexed **Plan** in Tower-I of the Complex "**SHREE KRISHNA TOWER**" complete in all respects and constructed on the plot of land described in **Schedule-A**.

4.1.2 Tower Land Share: The undivided indivisible proportionate share and/or interest in the land comprised below Tower-I which proportion will be what the area of the Subject Apartment bears to the total area of all the Apartments in Tower-I.

4.1.3 Complex Land Share: The undivided indivisible proportionate share and/or interest in the land to be comprised in the ultimate Complex, save and except the lands below all the Towers to be constructed thereat, which proportion will be what the area of the Subject Apartment will bear to the total area of all the Apartments that will be comprised in the Complex.

- 4.1.4 **Tower Common Portion Share:** The undivided indivisible proportionate share and/or interest in the "**Tower Common Portions**" mentioned in **Part-I** of **Schedule-D** which proportion will be what the area of the Subject Apartment bears to the total area of all the Units in Tower-I.
- 4.1.5 **Complex Common Portion Share:** The undivided indivisible proportionate share and/or interest in the "**Complex Common Portions**" mentioned in **Part-II** of **Schedule-D** which proportion will be what the area of the Subject Apartment will bear to the total area of the all Apartments that will be comprised in the Complex.
- 4.1.6 **Together with** such other rights appurtenant thereto mentioned in **Schedule-G** but *subject to* the Purchase's Covenants mentioned hereafter which will be covenants running with the Composite Apartment in perpetuity.
- 4.2 **Have and Hold:** The Purchaser shall *have and hold* the Subject Apartment as also the right to park in _____ Car Open Parking Space in perpetuity in Mechanical Parking System to be earmarked by the Vendor at a later date absolutely and forever, free from all encumbrances, *subject however* to the observance and performance of the specific covenants, stipulations, restrictions and obligations mentioned hereafter, all of which shall be covenants running with the Composite Unit.
- 4.3 **Possession:** The Purchaser do hereby confirm, admit and acknowledge that it has received possession of the Composite Unit on the Possession Date to its full satisfaction and it has no complaint against the Vendor and/or its agents of any nature whatsoever including without limitation the constructions and measurements in respect to any part or portion of the Composite Unit or in respect of any matter connected or ancillary thereto.

4.4 Purchaser's Satisfaction: While the Tower-I was being constructed, the Purchaser itself as also through its agent with due intimation to the Vendor, had caused inspection of the construction work, workmanship, quality etc of Tower-I as also of the Subject Apartment and had not noticed any defect whatsoever.

4.5 Defect Liability of the Vendor: If within 5 years from the Possession Date there be any complaint about defect in the structure, workmanship or quality of construction, the Vendor shall entertain such complains and get the defects rectified without charge to the Purchaser *provided however:*

4.5.1 In case the defect is such that it cannot be rectified, the Vendor shall pay such compensation for the complained defect, the quantum whereof will be decided by the Architects for the Project whose decision shall be final and binding upon the Vendor and the Purchaser.

4.5.2 The Vendor shall not however be liable to rectify any defects in the following circumstances:

4.5.2.1 If the Purchaser has made any changes, modifications and/or alteration in the internal Plumbing pipes and/or any fittings and/or fixtures, or the walls and/or the floor tiles, then any defect in waterproofing, cracks, in the plumbing pipes, and/or fittings and/or fixtures, the development of which can be directly or indirectly attributable to the changes so made including but not limited to any damage done during the interior work.

4.5.2.2 If the Purchaser has made any changes, modifications and/or alteration in the Electrical Lines then any defect in the Electrical Lines that can, directly or indirectly, be attributable

to the changes, modifications and/or alterations so made including but not limited to the damage to concealed electrical wiring during interior work.

- 4.5.2.3 If the Purchaser has made any changes, modifications and/or alterations to any door and/or other related items then, any defect of such door, including its lock or locking system or alignments any other related defects, that can be attributable directly or indirectly to the changes, modifications and/or alterations so made.
- 4.5.2.4 If the Purchaser has made any changes, modifications and/or alterations to any window and/or other related items then, any defect of such window, its locks or alignment, or seepage from such an window or any other related defects which can be attributable directly or indirectly due to such changes, modifications and/or alterations.
- 4.5.2.5 If the Purchaser makes any alterations and/or changes in the Subject Apartment during execution of the interior decorations or Fit-outs then defects like damp, hair line cracks, breakage in the floor tiles or other defects that can be attributable to be in consequence of such alterations and/or changes.
- 4.5.2.6 Damage to any glass of the windows and/or louvers and/or any defects of the doors and/or windows, including their locks or locking systems or alignments, due to any external impact or forces, other than the forces required to normally operate such door and window, or cracks developing between the door frame and the wall due to impacts caused due to improper handling.

- 4.5.2.7 Scratches or damages to the floor or wall tiles due to wear and tear or direct or indirect impact on floor or wall tiles.
- 4.5.2.8 Waste pipes or waste lines from Basin or Floor Trap getting choked due to accumulation of garbage or dust or otherwise due to improper usage or maintenance.
- 4.5.2.9 Damages of any nature due to installation of air-conditioners, whether indoor or outdoor units, directly or indirectly.
- 4.5.2.10 Damages in Pipelines or Electrical Lines during installation of any furniture or fixtures or any electrical installations or any other household equipments due to improper drilling or otherwise, directly or indirectly.
- 4.5.2.11 Changes, modifications and/or alterations made in the openable/Non-openable/balcony MS grills or the Grills that are required to be maintained properly are not maintained properly.
- 4.5.2.12 Damages due to non-maintenance of such things or items or fixtures which requires maintenance and which gets damaged due to such non maintenance.
- 4.5.2.13 Normal cracks developing on the joints of Brickwalls and/or RCC beams and/or columns due to different coefficient of expansion and contraction of materials.
- 4.5.2.14 The materials, fittings and/or fixtures provided by the Vendor are not maintained or changed by the Purchaser in the manner in which the same are required to be maintained or changed, as the case may be.

4.5.2.15 Defects that are certified by the Architects or the concerned structural engineers for the Project not to be manufacturing defects and/or arising due to bad workmanship and/or bad quality of materials used.

4.5.2.16 If the Subject Apartment is used for any purposes other than residential.

4.5.3 That notwithstanding anything contained hereinabove, in case the Purchaser alters the state and condition of the area of the purported defect without first notifying the Vendor and without giving the Vendor the opportunity to inspect, assess and/or determine the nature of the purported defect complained of.

4.6 **Rates and Taxes:** On and from the Possession Date or execution of this presents, whichever is earlier, the Purchaser shall pay all rates, taxes, charges, levies and/or impositions payable in respect of the Composite Unit and proportionate share of all taxes, charges, levies and/or impositions on any of the Common Portions, if any, which liabilities shall perpetually remain with the Composite Unit.

4.7 **Vendor's Covenants:** The Vendor do hereby covenant with the Purchaser that the Purchaser shall, subject to observing and performing the Purchaser's Covenants hereafter mentioned, by which covenants the Purchasers of all the other Apartments of the Complex as well as the Vendor for the unsold Apartments therein (hereafter the "**Co-Owners**") will be bound, peaceably own, hold and enjoy the Composite Unit and that the Vendor:

4.7.1 Has received the full Consideration mentioned in **Schedule-H** for the Sale of composite unit and the Vendor do hereby and by the Memorandum of Consideration below confirm, admit and

acknowledge the receipt thereof and do hereby further release and relinquish all its rights, title and interests in the Composite Unit in favour of the Purchaser.

- 4.7.2 Has good right, full power and absolute authority to sell, transfer and convey the Composite Unit.
 - 4.7.3 Shall, at the costs and requests of the Purchaser, do all such acts and execute all necessary documents as be required for more perfectly transferring and assuring the Composite Unit unto the Purchaser.
 - 4.7.4 Shall sell all the composite units in the Complex having the selfsame covenants and stipulations, which are herein contained to run in perpetuity with the Composite Unit in perpetuity, to be observed and performed by the respective owners thereof.
- 4.8 **Association:** The Vendor shall form only one Association of all the Co-Owners, that is, the Apartment owners of the Complex, and the Purchaser, along with all the Co-Owners, shall render full co-operation to the Vendor in forming such association. The Purchaser unconditionally agrees to become a member of the Association and, for that purpose, the Purchaser shall:
- 4.8.1 Render all necessary assistance to the Vendor and the other Co-Owners in all respects for formation of the Association.
 - 4.8.2 Accept, without any objection of any nature whatsoever, the rules and regulations of the Association (hereafter the "**Association Rules**").
 - 4.8.3 Bear and pay the proportionate costs, as determined by the Vendor without any demur or delay, of all charges and expenses for the

formation and registration of the Association, including professional charges, and applicable fees.

- 4.8.4 Diligently observe, perform and abide by the Rules.
 - 4.8.5 Co-operate with the Association and its other members in all its activities.
 - 4.8.6 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 and the Purchaser hereby declaring that he accepts that outstanding maintenance charges, costs and/or fees of the Association shall be a charge on the Composite Unit.
 - 4.8.7 Pay for and acquire the shares, if issued, of the Association.
 - 4.8.8 Bear and pay in equal proportional share the legal and/or other identical costs, including but not limited to Stamp Duty and Registration Fees, to be borne for the common purpose of the Tower-I or the complex due to any govt. statutes/rules.
- 4.9 **Maintenance:** The Common Portions mentioned in **Schedule-D**, which includes the Tower Common Portions and the Complex Common Portions, shall initially be managed and maintained (hereafter the "**Maintenance**") by the Vendor by itself and/or by engaging one or more agencies (hereafter "**Other Agencies**") till such time an Association is formed after full, final and absolute completion of the Complex . The Vendor, at its sole and absolute discretion, may nominate a few of the willing Co-Owners of Tower-I (hereafter the "**Committee**") to take over the Maintenance only of Tower-I. After the formation of the Committee or the Association, whichever is earlier, the Other Agencies will automatically come under the Committee or the Association, as the case may be, and they will thereafter be dealt with in the manner the

Committee or the Association, as the case may be, deems fit. For the purpose of the Maintenance, the Vendor and the Association after it, may frame such rules (hereafter the "**Maintenance Rules**") for the advantage of all the Co-Owners. The Maintenance will otherwise be in the manner elaborated in **Schedule-D**. Once the Association is formed the Vendor or the Committee, as the case may be, will hand over the Maintenance to the Association.

4.10 Common Expenses: To meet the expenses for the Maintenance, the Vendor or the Association, as the case may be, shall bear and pay the Common Expenses mentioned in **Part-IV** of **Schedule-F**. To meet the cost of the Common Expenses, Vendor or the Association, as the case may be, shall raise monthly bills upon the Purchaser which will be the proportionate costs incurred for the Maintenance and will include without limitation emoluments of the employees, payments made to the Other Agencies, all taxes, charges, levies and/or impositions, if any, on any of the Common Portions, miscellaneous expenses incurred, amount kept aside to create a fund for major repairs, applicable taxes that are now payable or which may become payable in future (collectively "**Maintenance Charges**"). The Maintenance Charges shall be payable by the Purchaser on and from the month of the Possession Date or the Date hereof, whichever is earlier, irrespective of whether the Purchaser is occupying the Subject Apartment or not. The Purchaser shall pay the amounts of Maintenance Charge Bills within seven days from the date of the Bills.

4.11 Penalty for Non-Payment: In the event the Purchaser fails to make payment of any of the Maintenance Charges within the due date therefor (hereafter the "**Default Amount**"), the Purchaser shall be liable to pay interest at the rate of 2% (two percent) per month on the Default Amount from the due date of its payment till its entirety and the interest thereon is

paid. The Vendor, the Committee or the Association, as the case may be, will further become entitled to recover such amount from the Security Deposit. In such an event, the amount so recovered from the Security Deposit till such time the entirety of its amount together with interest thereon is paid by the Purchaser, the above interest will continue to accrue. In the event the Purchaser fails to pay the Default Amount and the interest thereon within 2 (two) months from the due date of payment, the Vendor, the Committee or the Association, as the case may be, may withdraw, restrict or disconnect any of the services available in the Tower-I to the Purchaser. In such a case, the Vendor, the Committee or the Association, as the case may be, may also require the Purchaser to provide additional interest free security deposit before the restoration of services. In the event the Vendor, the Committee or the Association, as the case may be, withdraws any of the facilities, the Purchaser do hereby specifically covenant not to use any of the withdrawn facilities nor demand restoration of the same till such time the entire amounts demanded and the amount of the interests are paid.

4.12 Charge: The liability of all amounts becoming due and payable in respect of the Composite Unit shall be a charge on the Composite Unit and shall remain so until remittance in full thereof is made.

4.13 Maintenance Deposit/Corpus Fund: To secure timely payment of the Maintenance Charges, the Purchaser has deposited with the Vendor the interest free Deposit amount mentioned in **Schedule-I**. Upon formation of the Association, the Vendor shall hand over the Maintenance Deposit to the Association. The amount of the Maintenance Deposit may be enhanced from time to time by the Association and as and when the same is enhanced, the Purchaser shall replenish the maintenance deposit in proportion to the enhanced amount. Non-replenishing the enhanced

amount shall have the same effect as non-payment of Maintenance Charges, mutatis mutandis.

4.14 Purchaser's Covenants: The Purchaser do hereby agree, accept and covenant with the Vendor as follows:

4.14.1 Inspection: The Purchaser has inspected and verified, inter alia, all the documents related to the title of the Vendor to the Said Premises, the plans sanctioned by the KMC from time to time, the KMC CC, the Subject Apartment including its area mentioned in **Schedule-B** (hereafter the "**Apartment Area**"), construction quality, finishing and the amenities provided therein.

4.14.2 Confirmation: The Purchaser confirms and hereby declares that:

4.14.2.1 It is fully satisfied with all the documents mentioned in Clause 3.2.

4.14.2.2 The construction quality and finishing of Tower-I and the Subject Apartment, including its area, and the amenities provided therein are all in consonance with the Sale Agreement.

4.14.2.3 There are no structural or other defects in workmanship or quality of the provision of the services.

4.14.2.4 The Vendor has complied with all other obligations as per Sale Agreement relating to the Complex.

4.14.3 Objection: The Purchaser shall not hereafter raise any objection and/or complaint whatsoever regarding without limitation the designs, layout, accommodation, specifications, fittings and fixtures in the Subject Apartment, the amenities, utilities and/or facilities

provided therein and/or in the Complex, the Apartment Area, nor ever raise any claim against the Vendor and/or its agents regarding the construction and/or manner of construction and/or workmanship thereof and/or in regard to the completion of the construction work of Tower-I.

- 4.14.4 Apportionment:** The Purchaser shall not question any apportionment of the Maintenance Charge or any other expense or matter on the basis of the Apartment Area.
- 4.14.5 Completion of the Complex:** The Purchaser has fully comprehended and is aware that further constructional works will have to be carried on for the Additional Towers and for that purpose, while such construction will be in progress, the Purchaser shall not raise any objection of any nature or kind whatsoever.
- 4.14.6 Permission for further Construction:** The Purchaser hereby specifically grants the Vendor the right, power and authority and consents to the Vendor amalgamating further areas to the Said Premises and make further constructions besides Tower-I in such amalgamated added areas using the FAR for the entire area, that is, the totality of the Said Premises and the areas amalgamated to it and hereby declares that it shall never claim any right title and/or interest over or in respect of any such additional constructions that the Vendor may make in the areas that will be amalgamated to the Said Premises, save as stated herein, and that the Purchaser shall not obstruct in any manner whatsoever to such construction work by obstructing the passage of men, materials, servants and/or vehicles engaged for carrying on such construction work or by any other means whatsoever.

- 4.14.7 **Parking:** The Purchaser shall park its car or two wheeler, as the case may be, at such place within the Complex as the Vendor may earmark and shall not disagree to do so or oppose the decision of the Vendor in this regard or disagree to park at the place stipulated by the Vendor.
- 4.14.8 **Parking Allotment:** The Purchaser hereby consents that where the right to Park in an Open Parking Space has been granted, the place for parking currently allotted is provisional and final allotment will be done after completion of the Project by the Vendor and the Purchaser shall not raise any objection of whatsoever nature or kind to such allotment even if such allotment be in a Mechanical Car Parking System for which however the Purchaser shall not have to bear or pay any additional cost for installation but shall have to pay the charges for maintaining the same.
- 4.14.9 **Open Car Parks:** The Purchaser hereby declares that all open car parks in the Complex shall be deemed to be within "Vendor's Exclusive Portions" as defined hereunder and shall be reserved for the exclusive use and enjoyment of the Co-Owner of the Apartment with which such open car parks will be allotted.
- 4.14.10 **Utilities:** The Purchaser grants specific non-revocable authority to the Vendor and/or to the Association, as the case may be, to decide the manner and place of laying the utilities for the Complex including without limitation sewerage, electric lines, water pipes, cables and gas lines.
- 4.14.11 **Purpose of Use:** The Purchaser shall not use or allow the Subject Apartment or any part or portion thereof or allow the same to be used for any office, club, meeting, conference hall, school, clinic, Guest house, boarding/lodging house, catering place, restaurant or

other public purpose or any other non-residential purpose but use the same only for residential purposes.

4.14.12 Car Park Restriction: The Purchaser shall not use or allow the Car Park, if allotted to the Purchaser, to be used for any other purpose but for parking of cars or two-wheelers nor sell or allow its use to any person not having an Apartment in the Complex.

4.14.13 Common Portions: The Purchaser, along with the other Co-Owners, will use and enjoy only those areas and facilities in the Tower-I mentioned in Part-I of Schedule-and/or the Complex mentioned in the Part-II of the **Schedule-D**.

4.14.14 Permission for trenching to Utility Providers & Resultant Repairs: Utility Providers including but not limited to electricity, telephone and cable TV have already laid or may lay in future underground cables, pipes or the likes below the Common Areas. For laying these or for their repair and maintenance, if any of the Utility Providers requires to dig up any part or portion of the Common Areas, the Purchaser shall not object and/or hinder such work in any manner whatsoever but on the contrary render all necessary assistance for such work. After the work of the concerned Utility Provider is completed, the dug up area shall be restored and brought back to its original by the Association at its costs and expenses to be deemed and included in the Common Expenses. The Purchaser shall not question such work by the Association nor the quantum of the expenses incurred by it but, if necessary, share proportionate cost of the expenses so incurred by the Association.

4.14.15 Provision for Broadband / DTH for Tower-I: The Vendor has decided that to facilitate the Purchaser with Broadband connection as well as DTH connection it shall install or provide space for

installation of (1) Broadband/DTH connection of MEGHBALA, being the reputed and leading local service provider, another (2) A single dish antenna of reputed brand like TATA SKY or AIRTEL for all the apartment of Tower-I to be installed at the roof of Tower-I. The Vendor hereby represent to the Purchaser that for the betterment of the entire complex and better elevation of the building and no Purchaser and/or its men/agents shall install a single dish antenna for his/her/their own Apartment.

- 4.14.16 Change of Interior Layout:** The Purchaser shall not make any structural addition or alteration in the Subject Apartment without first obtaining due clearance/permission of the KMC and commence the works of such addition and/or alteration only after due intimation to the Vendor or the Association, as the case may be.
- 4.14.17 Interiors of the Subject Apartment:** The Purchaser shall not change the external façade including position of its windows, colour of the balcony of the Subject Apartment nor the overall ambience of the Complex in any manner whatsoever.
- 4.14.18 Enforcement:** The Purchaser shall be bound to follow the Common Rules that may be framed by the Vendor, or the Association after it, for the common advantage of all the Co-Owners and any violation thereof shall entitle the Vendor or the Association, as the case may be, to claim damages and to restrict the Purchaser from using or enjoying the Common Portions and/or any part or portions thereof.
- 4.14.19 Installations:** The Purchaser shall not install any apparatuses including without limitation antennas, dish or otherwise, anywhere outside the Subject Apartment, including its outer walls, without the prior written permission of the Vendor or the Association, as the case may be.

- 4.14.20 **Installation of Outdoor Units of Air Conditioners:** The location and method of installing the outer units of the air-conditioners (hereafter the "**Outer Units**") has been earmarked for each Apartment. The Purchaser shall adhere to the installation norm for installing of the Outer Units at the Subject Apartment and shall not install such outer units in the Subject Apartment anywhere else but the places earmarked for it.
- 4.14.21 **Heavy Goods:** The Purchaser shall not keep any item of heavy load in the Subject Apartment which may cause structural damage.
- 4.14.22 **Ensure Abidance:** The Purchaser shall ensure that all its men, servants, agents and/or visitors strictly abide by these Covenants of the Purchaser as also the Common Rules. For this purpose, persons temporarily engaged and/or employed by the Purchaser, directly or indirectly, or in any way connected to the Purchaser shall be considered to be its agents and the Purchaser shall be fully responsible and liable for all acts of omission or commission of all such persons as also its visitors.
- 4.14.23 **Vendor's Exclusive Portions:** The Purchaser hereby declare that it has consented to the Vendor reserving the Vendor's Exclusive Portions mentioned in the **Schedule-E** for the use and enjoyment of the Vendor, its nominee and/or transferee and the Purchaser hereby undertakes not to ever obstruct such use and enjoyment of the Vendor's Exclusive Portions by the Vendor, its nominee or transferee, as the case may be, in any manner whatsoever.
- 4.14.24 **Signage of the Vendor:** The Purchaser shall not in any manner whatsoever obstruct the Vendor and/or its agents from affixing its signage at the roof top of Tower-I, the cost of installation and the

running electrical cost for which shall be borne and paid by Vendor and/or its agents.

- 4.14.25 Registration Cost for Common Portions:** For all purposes, the proportional shares of the land and the Common Portions being hereby transferred to the Purchaser upon formation of the Association it will be deemed that the right, title and interest to these have been transferred to the Association. However, in the event the land shares and the shares in the Common Portions are required to be separately transferred to the Association by operation of any statute, the Purchaser shall be bound to pay the proportionate cost of Stamp Duty, Registration Fees and incidental cost for such registration which proportion shall be what the Apartment Area bears to the aggregate area of the all the Apartments in the Complex.
- 4.14.26 Insurance Cost:** In the event any part or portion of the Complex is to be insured, the cost of premium and other expenses for such insurance shall be included in the common expenses.
- 4.14.27 Other Covenants:** The Purchaser shall abide by the Purchaser's Other Covenants mentioned in **Schedule-F**.
- 4.15 Indemnity by the Vendor:** The Vendor do hereby indemnify and agree to keep the Purchaser saved, harmless and indemnified against all actions, proceedings, claims, demands, costs and/or expenses that the Purchaser may suffer or incur hereafter by virtue of any claim of any nature whatsoever in respect of any liabilities arising in connection with the title to the Said Premises and the Vendor hereby undertakes and covenants to forthwith pay, reimburse and/or make good such losses, expenses and/or costs incurred by the Purchaser.

- 4.16 Indemnity by the Purchaser:** The Purchaser hereby indemnifies and agrees to keep the Vendor, the Committee and/or the Association, as the case may be, saved, harmless and indemnified from any losses suffered or expenses incurred due to any act of omission or commission of the Purchaser, its servants, employees, agents, visitor and/or occupiers of the Subject Flat in the user of the Common Portions and/or any other part or portions of the Complex and the Purchaser hereby further undertakes and covenants to forthwith pay, reimburse and/or make good such losses, expenses and/or costs incurred by the Vendor, the Committee or the Association, as the case may be.

SCHEDULE – A

[The "Said Premises"]

The plot of land having Kolkata Municipal Premises No. 7, Garpar Road, Kolkata-700009, P. S. Narkeldanga (previously Maniktola), P.O. Parsi Bagan, within Ward No. 28 of the Kolkata Municipal Corporation, measuring about 15 Cottahs and 13 Chittacks butted and bounded as follows:

ON THE NORTH BY	:	Private Passage and a Municipal Drain,
ON THE EAST BY	:	Partly by Premises No. 11A, Partly by Premises No. 11A/1, Partly by Premises No. 10D& Partly by Premises 8, Garpar Road;
ON THE SOUTH BY	:	Partly by 30 ft wide Garpar Road Partly by Premises No. 8, Garpar Road& Partly by Premises No. 9, Garpar Road;
ON THE WEST BY	:	Premises No. 6, Garpar Road;

SCHEDULE-B

[Composite Unit]

The "**Subject Apartment**" being no. "_____", on the _____ floor of the building constructed at the Said Premises (the "Shree Krishna **Tower-I**") and comprised in the Complex named as Shree Krishna Towers described in Schedule-A having a **Built-up area** of about _____ sq. ft. and **Super Built up area** of about _____ square feet or **carpet area** _____ sq. ft. (the "**Apartment Area**") butted and bounded in the manner following :-

ON THE NORTH : BY _____

ON THE EAST : BY _____

ON THE WEST : BY _____

ON THE SOUTH : BY _____

TOGETHER WITH

The undivided, indivisible, proportionate share and/or interest in the land of Said Premises described in Schedule-A immediately below Tower-I constructed thereat which proportion will be what the area of the Subject Apartment bears to the total area of all the Apartments in Tower-I.

TOGETHER WITH

The undivided indivisible proportionate share and/or interest in the land to be comprised in the ultimate Complex, save and except the lands immediately below all the buildings to be constructed thereat, which proportion will be what the area of the Subject Apartment will bear to the total area of all the Apartments in the Complex.

TOGETHER WITH

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

SCHEDULE - C

The right to park _____) in _____ Gourd Floor of the Said Premises.

SCHEDULE - D

[Areas within a Tower]

- 1.1 Lobbies and stair cases.
- 1.2 Stair Head Room, Lift Machine Room, Lift Well.
- 1.3 Overhead water reservoirs for Fire and Domestic purpose.
- 1.4 Domestic Pump Room.
- 1.5 Ducts for Wiring and accessories for lighting of Common Areas within the TOWER.
- 1.6 Lift and lift machineries.
- 1.7 Open Roof (West Side) including Roof Toilet, Pantry and Central Gyser Area.
- 1.8 Solar Energy through photovoltaic cell on Roof of Tower - I
- 1.9 Electrical Room for Electrical meters of Tower - I
- 1.10 Temple with Idol at Ground Floor.

[Complex Common Portions]

- 2.1 Maintenance Office Room situated within Tower –I.
- 2.2 Ground Floor Lobby of Tower – I.
- 2.3 Underground Reservoirs for Domestic Water.
- 2.4 Underground Fire Fighting Water Tank.
- 2.5 Fire Pump Room situated within Tower – I
- 2.6 Rainwater recharge pit.
- 2.7 KMC Water pipes (save those inside any Apartment or Tower).
- 2.8 Open pathway, Driveways, Corridors;
- 2.9 Boundary walls with Planter box.
- 2.10 Security Goomty
- 2.11 All gates to the Premises.
- 2.12 Drains, sewers, septic tank/s and their connection with the KMC.
- 2.13 Diesel Generating Set(s) and Generator Area.
- 2.14 Gymnasium.
- 2.15 Roof Garden. (East Side)
- 2.16 Borewell;
- 2.17 Generator Area.
- 2.18 Transformer and Transformer Area.
- 2.19 Electrical Cables and Cable Ducts and Trenches.
- 2.20 Ground Floor Latrine (2 Nos), Urinal(1 No) and Bathroom(1 No).

2.21 All External Lightings.

SCHEDULE-E**[Vendor's Exclusive Portion]**

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 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 - F**[Purchaser's Covenants]****Part-I****(Specific Covenants)****1. The Purchaser shall:**

- 1.1. Pay the proportionate share of the 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 Subject Apartment 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 including Shoe Rack or any similar things in the Common Portions, save at the places if earmarked therefore 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. 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.
- 2.5. Keep, store, carry on or cause to be carried on any offensive, combustible, obnoxious, hazardous or dangerous articles in the Subject Apartment or the Common Portions as may be injurious or obnoxious to Co-Owners and/or owners of any adjoining premises.
- 2.6. 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 Subject Apartment from the road or

anywhere else, all responsibilities for any consequences for that will solely be that of the Purchaser.

- 2.7. Affix or change the design or the place of the grills, the windows or the main door of the Subject Apartment without written approval of the Vendor/Association, as the case may be.
- 2.8. Alter any portion, elevation or colour scheme of the Tower-I or any of the Common Portions.
- 2.9. Restrict any of the other occupiers of the other Apartments the full and unrestricted enjoyment of the Easements described in **Schedule-G**.
- 2.10. Question the quantum of any amount levied upon and to be paid by the Purchaser on any account herein.
- 2.11. Partition or cause partition of the Subject Apartment.

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 firefighting 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 to 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 Apartment and shall remain so until remittance in full thereof is made.

Part-V

[Mutation, taxes and impositions]

1. The Vendor may have the Composite Apartment mutated and apportioned in the name of the Purchaser at the cost of the Purchaser.
2. Until such time as the Composite Apartment 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 Apartment 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-G

[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 Apartment 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 Apartment 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 Subject Apartment and the common enjoyment of the Common Portions.

SCHEDULE-H**[Consideration]**

The Purchaser has paid the price or value for the said Composite Apartment as detailed in **Schedule-B** being **Rs.**_____/- (Rupees _____ only) vide following instruments:

Sl. No.	Cheque / Draft No.	Date	Bank	Amount (Rs.)
1.				
2.				
3.				
			TOTAL	_____.00

TOTAL Rs _____/- (Rupees _____ only.)

VENDOR

In presence of :

1.

2.

SCHEDULE-I**[Payments]****Part-I****[Extras]**

1. **Maintenance Security:** An amount i.e. **Rs _____/-** calculated @Rs.30/- (Rupees Thirty) only on Apartment 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.
2. **Maintenance Charges after completion of 1 yr:** If the circumstances so demand the Vendor has 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.
3. **Association formation Cost:** Proportionate cost of forming the Association or Rs.5,000/- Plus Service Tax per Apartment 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 Apartment 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 Miscellaneous Expenses:** 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 Apartment if required to be paid on behalf of the Purchaser for the Composite Apartment till such time the Composite Apartment is separately mutated for payment of all rates and taxes.

Execution: In witness whereof the Parties have executed this Deed 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.

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

at KOLKATA on in the presence of:

Witness:

1.

2.

Drafted by:

(Advocate)