

THIS AGREEMENT FOR SALE is made at Kolkata on made this
the.....**TWO THOUSAND AND EIGHTEEN**

BETWEEN

HAPPY ADVENT REALCON LLP(PAN No.AAKEH7792N) a limited liability partnership firm having its principal place of business situated at No. 21 Camac Street, 7th floor, Kolkata 700 016 P.S. Shakespeare Sarani represented by its Designated Partner **(1)SHRI SANJAY KUMAR PARAKH (PAN AESPP2047J)** son of Sampat Mal Parakh **and (2) ARIHANT GIRIA (PAN NO. BKKPG0068F)** son of Sunil Kumar Giria (hereinafter referred to as the **SELLER/DEVELOPER** (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include the present partner and/or partners and/or those who may be taken in and/or admitted as partner and/or partners and their respective heirs, legal representatives, executors, administrators and assigns) of the **FIRST PART**

AND

KRISHNA BUILDERS AND DEVELOPERS PVT LTD (PAN No. AAECK5032F) a company within the meaning of the Companies Act 1956 having its registered office situated at No. 44 Ezra Street, P.S. Hare Street, Kolkata 700 001 represented by its Director **SHRI VISHAL NAIK (PAN NO.ACUPN9905F)** hereinafter referred to as the **OWNER** (which term or expression shall unless excluded by or repugnant to the

subject or context be deemed to mean and include its successor and/or successors in office/interest and assigns) of the **SECOND PART**

AND

Mr. son/daughter/wife of residing at hereinafter referred to as the **PURCHASER** (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his/her heirs, legal representatives, executors, administrators and assigns) of the **THIRD PART**

WHEREAS:

- A)** In this Agreement wherever the context so permits the Seller/Developer, Owner and the Purchaser are collectively referred to as the 'parties' and individually as a 'party'.
- B)** By a registered Sale Deed dated 11.02.1939 registered in the Office of the Sub-Registrar at Alipore and recorded in Book No. I, Volume No. 6, Pages 203 to 207, being No. 252 for the year 1939, one Suhasini Bose became the sole and absolute owner in respect of ALL THAT piece or parcel of homestead Land, measuring about 27 Cottahs 12 Chittaks 2 Sq. ft. more or less, lying and situated at Mouza – Sahapur and comprised in Dag Nos. 954, 955, 924/1006, 1956/1030, 956, 1040, C.S. Khatian No. 42, J.L. No. 4, Touzi No. 93/101, P.S. – Behala, District – 24-Parganas (now under District – South 24-Parganas) **TOGETHER WITH** all right, title and interest appertaining thereto free from all encumbrances.
- C)** By another registered Sale Deed dated 11.12.1940 registered in the Office of the Sub-Registrar at Alipore and recorded in Book No. I, Volume No. 8, Pages 251 to 253, being No. 195 for the year 1941, the said Suhasini Bose became the sole and absolute owner in respect of **ALL THAT** piece or parcel of homestead Land, measuring about 10 Cottahs more or less, lying and situated at Mouza – Sahapur and comprised in Dag No. 924/1006, C.S. Khatian No. 42, J.L. No. 8, P.S. – Behala, District – 24-Parganas (now under District – South 24-Parganas) **TOGETHER WITH** all right, title and interest appertaining thereto free from all encumbrances.

- D)** The said Suhasini Bose (since deceased) during her lifetime was the sole and absolute owner of the **ALL THAT** piece or parcel of homestead Land, measuring about 37 Cottahs 12 Chittaks 2 Sq. ft. more or less, lying and situated at Mouza – Sahapur and comprised in Dag Nos. 954, 955, 924/1006, 1956/1030, 956, 1040, C.S. Khatian No. 42, J.L. No. 4 and 8, P.S. – Behala, District – 24-Parganas (now under District – South 24-Parganas) **TOGETHER WITH** all right, title and interest appertaining thereto free from all encumbrances and for the sake of brevity hereinafter collected and referred to as the said Land more fully and particularly described in the First Schedule hereunder written.
- E)** The said Suhasini Basu died intestate leaving her surviving her six sons namely InduBhusan Bose, PhaniBhusan Bose, KantiBhusan Bose, BangoBhusan Bose, SatyaBhusan Bose and SantiBhusan Bose as her legal heirs and/or legal representatives who in accordance with the provisions of the Hindu Law of Inheritance jointly became entitled to the aforesaid Lands each one of them being entitled to an equal share or interest into or upon the aforesaid Lands, having undivided share therein.
- F)** The said InduBhusan Bose died intestate leaving behind his five sons namely Himangshu Bose (since deceased), Nirmal Kumar Bose, Rajat Kumar Basu, Debjiban Basu and Kalyan Kumar Basu as only heirs and/or legal representatives who in accordance with the provisions of the Hindu Law of Inheritance became entitled to his undivided share or interest into or upon the said Lands.
- G)** The said PhaniBhusan Bose also died intestate leaving him surviving his three sons namely Pradip Kumar Basu (since deceased), Utpal Kumar Basu and Diptish Kumar Basu as his only heirs and/or legal representatives who by virtue of the Hindu Law of Inheritance became entitled to his undivided share or interest into or upon the said Lands.
- H)** The said KantiBhusan Bose also died intestate leaving behind his only son namely Aloke Kumar Bose and one daughter namely Chhanda Roy as his only heirs and/or legal representatives who upon his death became jointly to his undivided share or interest into or upon the said Lands.

- I)** The said SantiBhusan Bose died testate on 9th November 1990 after having made and published his Last Will and Testament dated 2nd September 1998 whereby and whereunder amongst others he gave bequeathed and devised the entirety of his right title interest into or upon the said Lands unto and in favour of Himangshu Bose (since deceased) Nirmal Kumar Bose, Rajat Kumar Basu, DebjijanBasu and Kalyan Kumar Basu in equal shares.
- J)** In pursuance of an application for probate having been filed in the Hon'ble High Court, Calcutta in its Testamentary and Intestate Jurisdiction being No. 85 of 1991 probate in respect of the Will of late Santi Bhusan Bose was granted on 3rd May 1999 and the Estate of the said Late Santi Bhusan Bose has been fully administered and as such the said Himangshu Bose (since deceased) Nirmal Kumar Bose, Rajat Kumar Basu, DebjijanBasu and Kalyan Kumar Basu became entitled to the entirety of the right title interest of late Santi Bhusan Bose into or upon the said Lands.
- K)** The said BangaBhusan Bose also died intestate leaving surviving his only son ParthaBasu as his only heir and/or legal representative who upon his death became entitled to his undivided share or interest into or upon the said Lands.
- L)** The said SatyaBhusan Bose also died intestate leaving him surviving his widow Roma Bose and two daughters namely NupurMitra and JumurGhosh as his only legal heirs and/or legal representatives who in accordance with the provisions of the Hindu Law of Inheritance became entitled to his undivided share or interest into or upon the said Lands.
- M)** The said Himangshu Bose also died intestate leaving him surviving his son namely SouravBasu and one daughter namely NandiniBandyapadhyay as his only heirs and/or legal representatives who in accordance with the provisions of the Hindu Law of Inheritance became entitled to the share of the said deceased namely Himangshu Bose into or upon the said Lands.
- N)** The said Pradip Kumar Bose also died intestate leaving him surviving his widow Smt. RajarsriBasu and his two sons namely RajdeepBasu and Surya Basu as his legal heirs and/or legal representatives who by virtue of the Hindu Law of Inheritance became entitled to the entirety of the right title interest of late Pradip Kumar Bose into or upon the said Land.

- O)** In the events as recited hereinbefore the said Roma Bose, NupurMitra, JhumurGhosh, Nirmal Kumar Bose, Rajat Kumar Bose, Debjiban Bose, Kalyan Kumar Bose, NandiniBandyopadhyay, SouravBasu, Utpal Kumar Basu, Diptish Kumar Basu, RajasriBasu, RajdeepBasu, Surya Basu, ParthaBasu, Chhanda Roy, Alope Kumar Bose thus jointly became entitled to the said Lands and structures each one of them having an independent share or interest into or upon the said Lands.
- P)** By a registered Sale Deed dated 07.03.2012 registered at the Office of the Additional District Sub-Registrar at Behala and recorded in Book No. I, CD Volume No. 8, Page 1810 to 1830, being No. 02418 for the year 2012 the said Roma Bose, NupurMitra, JhumurGhosh, Nirmal Kumar Bose, Rajat Kumar Bose, Debjiban Bose, Kalyan Kumar Bose, NandiniBandyopadhyay, SouravBasu, Utpal Kumar Basu, Diptish Kumar Basu, RajasriBasu, RajdeepBasu, Surya Basu, ParthaBasu, Chhanda Roy, Alope Kumar Bose therein collectively referred to as the Vendors jointly sold, transferred and conveyed unto and in favour of M/S. Krishna Builders and Developer Private Limited (the Owner herein) **ALL THAT** piece or parcel of homestead Land, measuring about 37 Cottahs 12 Chittaks 2 Sq. ft. more or less **TOGETHER WITH** single storied structure standing thereon, lying and situate at Municipal Premises No. 4, Roy Bahadur Road, Kolkata – 700034, Ward No. 118, under the limits of the Kolkata Municipal Corporation, P.S. – Behala, District – South 24-Parganas (more fully and particularly mentioned and described in the **FIRST SCHEDULE** hereunder written and hereinafter referred to as the said **PREMISES/PROPERTY**) for the consideration and subject to the terms and conditions contained and recorded in the said Sale Deed.
- Q)** In the events as recited hereinabove the Owner thus became absolutely seized and possessed of and/or otherwise well and sufficiently entitled to the said Premises.
- R)** The Owner caused its nameto be mutated in the records of Kolkata Municipal Corporation in respect of the said Property.
- S)** The Owner being desirous of undertaking development of the said Property caused a map or plan to be sanctioned by the authorities being B.P. No. 2013130303 dated 30.09.2013 as revised by Sanction Plan No. B.P. No. 20/5/30243 dated 10th October 2015 (hereinafter called the said Plan) whereby the Ownerbecame entitled to construct, erect and compete a

Project at the said Property comprising of various self contained flats, units, apartments, commercial space and car parking spaces. The expression "Plan" shall mean and include all modifications and/or amendments made or to be made there to from time to time.

- T)** By a Joint Development Agreement dated 6th June 2014 duly registered at the office of the DSR – II Alipore 24 Parganas(s) and recorded in Book No. I CD Volume No. 8 Pages from 14033 to 14066 Being No. 06090 for the year 2014 and entered into between the Owner had granted the exclusive right of development unto and in favour of Happy Bengal Promoters Limited (hereinafter referred to as HAPPY BENGAL) for the consideration and subject to the terms and conditions contained and recorded in the said Joint Development Agreement dated 6th June 2014 (hereinafter referred to as the FIRST JDA)
- U)** In supersession of the said JDA, by a Joint Development Agreement dated 7th December 2017 entered into between Krishna Builders and Developers Pvt Ltd therein referred to as the Owner of the First Part and Happy Bengal Promoters Limited therein referred to as the Confirming Party of the Second Part and Happy Advent Realcon LLP (the Developer herein) therein referred to as the Developer of the Third Part and registered at the office of the District Sub Registrar-II, South 24 Parganas in Book No. I Volume No.1602-2017 Pages 341342 to 341402 Being No. 160211354 for the year 2017 the Owner had granted the exclusive right of development in respect of the said Premises unto and in favour of the Developer herein for the consideration and subject to the terms and conditions contained and recorded in the said Agreement (hereinafter referred to as the **DEVELOPMENT AGREEMENT**)
- V)** In pursuance of the said Development Agreement the Seller/Developer has commenced the work of construction of a new building at the said premises and in accordance with the said Plan the entirety of the ground floor & 1st Floor has been sanctioned for commercial purposes (hereinafter referred to as the COMMERCIAL AREA) and the remaining parts and portions of the said new building has been reserved and sanctioned for residential purposes (hereinafter referred to as the **RESIDENTIAL AREA**)
- W) The Purchaser intends to acquire on ownership basis** ALL THAT the Flat/Unit No. [REDACTED] on the [REDACTED] floor of the said new building containing by estimation an area of [REDACTED] sq.ft. (more or less) (built-up area) corresponding to a carpet area of [REDACTED] sq.ft. (more or less) TOGETHER WITH **1 (One)** open/covered car parking space/s AND TOGETHER WITH the undivided

proportionate indivisible share in all common parts portions areas and facilities (more fully and particularly mentioned and described in the **THIRD SCHEDULE** hereunder written AND TOGETHER WITH the undivided proportionate indivisible variable share or interest in the land forming part of the said Premises appurtenant and/or allocable thereto forming part of the Developer's Allocation as Defined in the said Development Agreement (more fully and particularly mentioned and described in the **SECOND SCHEDULE** hereunder written and hereinafter referred to as the said UNIT AND THE PROPERTIES APPURTENANT THERETO) for the consideration and subject to the terms and conditions hereinafter appearing.

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

ARTICLE I - INTERPRETATIONS

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

- vi) A reference to a statutory provision includes a reference to any modification, consideration or re-enactment thereof for the time being in force and all statutory instruments or orders made pursuant thereto.
- vii) Any reference to this agreement or any of the provisions thereof includes all amendments and modification made in this Agreement from time to time in force.
- viii) The headings in this agreement are inserted for convenience of reference and shall be ignored in the interpretation and construction of this agreement.
- ix) The Schedules shall have effect and be construed as an integral part of this agreement.

ARTICLE II - DEFINITIONS

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

- i) **ADDITIONAL PAYMENTS** shall mean the various other amounts apart from the total consideration amount agreed to be paid by the Purchaser to the Seller as would appear from **Part I and Part II** of the **FIFTH SCHEDULE** hereunder written
- ii) **AGREED CONSIDERATION** shall mean the total consideration amount with additional payments agreed to be paid by the Purchaser to the Seller/Developer as would appear from the **FOURTH SCHEDULE** hereto for acquiring the said Unit
- iii) **ARCHITECT(S)** shall mean **INNATE** or such other Architect who may be appointed by the Seller from time to time
- iv) **ASSOCIATION/HOLDING ORGANIZATION** shall mean the Association, Syndicate, Committee, Body, Society or Company to be incorporated by the Seller/Developer in the manner as hereinafter stated
- v) **BUILDING/NEW BUILDING** shall mean the new building to be constructed at the said premises in accordance with the said Plan and to comprise of various self contained flats units showrooms apartments constructed spaces and car parking spaces to be constructed in accordance with the said Plan as modified and/or altered from time to time
- vi) **BUILT-UP AREA** in relation to a Unit shall mean the plinth area of that Unit (including the area of bathrooms, balconies, and servants quarter, appurtenant thereto but excluding the area of the Open Terrace, if

anyand also the thickness of the walls (external and internal), the columns and pillars therein, provided that, if any wall, column or pillar be common between the two Units then 1/2 (one-half) of the area under such wall, column or pillar shall be included in such Unit;

- vii) CARPET AREA** means the net usable floor area of the Apartment excluding the area covered by the external walls, area under service shafts, exclusive balcony or verandah area and exclusive open terrace attached to the Flat/Unit but includes the area covered by the internal partition walls of the apartment
- viii) COMMON EXPENSES** shall mean all expenses to be incurred for the management, maintenance and upkeep of the Building, the Common Portions and the Premises and the expenses for the Common Purposes (as detailed in the **Seventh Schedule** hereto), which shall be payable Proportionately by the Purchaser on a monthly basis as Maintenance Charges, and shall also include the service tax and/or other tax or levy payable in respect of the same;
- ix) COMMON PORTIONS** shall mean such common areas, facilities and installations in the Building and the Premises, like staircases, landings, lobbies, lifts, passages, the , common bath and toilet, underground water reservoir, overhead water tank, water pump with motor and common electrical and plumbing installations as have been decided or provided by the Seller which are mentioned in the **Third Schedule** hereto;
- x) COMMON PURPOSES** shall include the purpose of maintaining and managing the Premises, the Building and in particular the Common Portions, rendition of services in common to the Unit owners, collection and disbursement of the Common Expenses and dealing with the matters of common interest of the Unit owners and relating to their mutual rights and obligations for the beneficial use and enjoyment of their respective Units exclusively and the Common Portions in common;
- xi) COMMERCIAL AREA** shall mean the entirety of the ground floor and 1st floor of the said new building reserved for being used for commercial purposes in terms of the plan sanctioned by the concerned authorities.
- xii) COMPLETION CERTIFICATE** shall mean the completion certificate to be issued by Kolkata Municipal Corporation and other authorities

- xiii) CORPUS FUND/SINKING FUND** shall mean the amount to be paid and/or contributed by each Unit owner including the Purchaser as and by way of sinking and/or corpus fund which shall be held by the Holding Organization, and shall be utilized for the purpose of carrying out major repairs, replacements, additions to/of the Common Portions and other contingencies as detailed in Article XV hereto;
- xiv) FORCE MAJEURE** shall mean natural calamities, Acts of God, floods, earthquakes, riots, wars, storms, cyclones, tempests, fire, civil commotion, civil wars, air raids, acquisitions, requisitions, notices or prohibitory orders from the Corporation or any other statutory body or any Court, government action or regulations, new and/or changes in municipal or other rules, laws or policies affecting or likely to affect the Project and/or any reasons/circumstances beyond the control of the Seller which the Seller could not have anticipated and/or addressed and/or dealt with
- xv) MAINTENANCE CHARGES** shall mean the proportionate amount of the Common Expenses payable monthly by the Purchaser to the Holding Organization or the Facility Management Company;
- xvi) OCCUPANCY CERTIFICATE** shall mean the certificate issued by Kolkata Municipal Corporation enabling the Purchaser to occupy the Flat/Unit intended to be acquired by him/her/it
- xvii) PARKING SPACES** shall mean such parking spaces in the New Building as may be identified by the Seller and reserved for the purpose of parking of cars/vehicles;
- xviii) PLAN** shall mean the plans of the Building which have been sanctioned and approved by the Kolkata Municipal Corporation vide Building Permit No. **2015130243** dated **10/10/2015** and shall mean and include all modifications and/or alterations made thereto from time to time
- xix) PROPERTY /SAID PREMISES** shall mean Municipal Premises No. 4, Roy Bahadur Road, Kolkata – 700034, Ward No. 118, under the limits of the Kolkata Municipal Corporation, P.S. – Behala, District – South 24-Parganas (more fully and particularly mentioned and described in the **FIRST SCHEDULE** hereunder written)
- xx) PROJECT** shall mean and include the work of development of the Premises, construction and completion of the Building, marketing and

sale of the Units and other rights, handing over of possession of the completed Units to the Unit owners and execution and registration of the deeds of conveyance in favor of the Unit owners;

xxi) PROPORTIONATE with all its cognate variations shall mean such ratio as the Built up Area of the said Unit be in relation to the Built- up Area of all the Units in the Building;

xxii) PURCHASER shall mean and include:

- (a) If he/she be an individual, then his/her respective heirs, executors, administrators, legal representatives and permitted assigns;
- (b) If it be a Hindu Undivided Family, then its members and coparceners for the time being and their respective heirs, executors, administrators, legal representatives and permitted assigns;
- (c) If it be a company or a limited liability partnership, then its successor or successors in interest and permitted assigns;
- (d) If it be a partnership firm under the Indian Partnership Act, 1932, then its partners for the time being and their respective heirs, executors, administrators, legal representatives and permitted assigns;
- (e) If it be a Trust, then its Trustees for the time being and their successor(s)-in-office and assigns;

xxiii) ROOF shall mean and include the such portion of the ultimate roof attached with the common facilities of the Building along with the lift machine room and the water tank thereon amongst others, which shall form a part of the Common Portions;

xxiv) FLAT/UNIT shall mean any Unit and/or other covered space in the Building which is capable of being exclusively owned, used and enjoyed by any Unit owner save and except the Commercial Area;

xxv) FLAT/UNIT shall mean the said Unit intended to be acquired by the Purchaser in terms of this Agreement (more fully and particularly mentioned and described in the **Second Schedule** hereunder written)

xxvi) SAID UNDIVIDED SHARE shall mean the proportionate variable undivided indivisible and impartible share in the land comprised in the Premises which is attributable and/or allocable to the said Unit intended to be acquired by the Purchaser in terms of this Agreement;

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

3.1 The Purchaser hereby acknowledges, discloses and confirms:

- i) That he/she is fully satisfied as to the Title of the Owner in respect of the said Premises.
- ii) That he/she has inspected the said Joint Development Agreement dated 7th December 2017 entered into between the Owner and the Developer and has fully understood the terms and conditions therein contained.
- iii) That he/she has inspected the said Plan.
- iv) Is satisfied about the various facilities and/or utilities to be provided in the said Project,
- v) Acknowledges that the Seller shall be entitled to modify and/or alter the said Plan so long such modified/alterd plan does not affect the said Unit and further does not in any manner affect and/or prejudice the right, title and interest of the Purchaser to/over/in any part or portion of the Said Unit And The Properties Appurtenant Thereto, and subject to the aforesaid, the Purchaser hereby consents to the same, and no further consent of the Purchaser shall be necessary and/or required for carrying out any modification and/or alterations to the Plan
- vi) That the Purchaser at or before the execution of this Agreement has obtained independent legal advice and has this Agreement approved and the terms and conditions contained herein vetted by an advocate independently engaged by the Purchaser.

3.2 Save as stated herein, the Purchaser hereby further disclaims all his/her/its right title interest into or upon the other parts and portions of the said New Building, whether open or covered, excepting the Said Unit and The Properties Appurtenant Thereto.

3.3 Acknowledges that the Seller has reserved for itself the right to make further and/or additional constructions and the Purchaser hereby consents to the same so long such modified/alterd plan does not affect the said Unit and further provided that each of such modifications/alterations are sanctioned by all the concerned authorities and furthermore does not in any manner affect and/or prejudice the right, title and interest of the Purchaser to/over/in any part or portion of the Said Unit And The Properties Appurtenant Thereto. In the event of the Seller making further and/or additional sanctioned

constructions, the Roof shall stand shifted to the roof of such additional constructions.

- 3.5 Without prejudice to the provisions of Clause 7.7 hereinbelow, acknowledges that completion of the Building is subject to various rules, regulations, permissions, approvals etc. of the municipal and other statutory authorities, and despite the best efforts of the Seller, the approvals may take a long time and this may delay the completion of the Building.

ARTICLE IV –COMMENCEMENT AND DURATION

- 4.1 This Agreement has commenced and/or shall be deemed to have commenced on and with effect from of2018
- 4.2 This Agreement shall subsist subject to the terms and conditions stipulated herein.

ARTICLE V – SALE AND TRANSFER

- 5.1 In consideration of the various amounts agreed to be paid by the Purchaser and subject to the Purchaser performing and observing all the conditions and covenants herein contained and on the part of the Purchaser to be performed and observed, the Seller has agreed to sell and transfer and the Purchaser has agreed to purchase and acquire on ownership basis ALL THAT the Flat/Unit No. on the ... floor of the said new building containing by estimation an area of ...sq.ft. (more or less) (built-up area) corresponding to a carpet area of ...sq.ft. (more or less) and forming part of Residential Area TOGETHER WITH 1 (One) open/covered car parking space/s AND TOGETHER WITH the undivided proportionate indivisible share in all common parts portions areas and facilities (more fully and particularly mentioned and described in the **THIRD SCHEDULE** hereunder written AND TOGETHER WITH the undivided proportionate indivisible variable share or interest in the land forming part of the said Premises appurtenant and/or allocable thereto forming part of the Developer's Allocation as defined in the said Development Agreement (more fully and particularly mentioned and described in the **SECOND SCHEDULE** hereunder written and hereinafter referred to as the said UNIT AND THE PROPERTIES APPURTENANT THERETO) for the consideration and subject to the terms and conditions hereinafter appearing.

ARTICLE VI – CONSIDERATION/PAYMENT

- 6.1.a In consideration of the aforesaid, the Purchaser has agreed to pay to the Seller a sum of Rs. _____/- (Rupees _____ Lakhs _____ Thousand _____ Hundred _____ only) (hereinafter called the TOTAL CONSIDERATION AMOUNT) which amount includes the cost of construction and acquisition of the said Unit and Rs. 5,00,000/- for use of car parking space.
- 6.1.b The Purchaser has also agreed to pay and contribute such amount to be paid progressively and proportionately simultaneously with the amount of consideration to be paid in terms of Fifth Schedule hereunder written as Basis charges as mentioned in Part – I of the Fifth Schedule amounting to Rs. _____/- and other utility charges and deposits as mentioned and part – II of the Fifth Schedule amounting to Rs. _____/- as mentioned in the Fourth Schedule
- 6.2 At or before the execution of this Agreement the Purchaser has paid to the Seller a sum of Rs.1,00,000/-(Rupees One Lakh only) towards part payment of the Total Consideration Amount (the receipt whereof the Seller doth hereby as also by the Memo hereunder written admits and acknowledges), with the balance of the Total Consideration Amount to be paid in the manner provided for in the **FOURTH SCHEDULE** hereunder written.
- 6.3 Time for payment of the said Total Consideration Amount is and shall always remain as the essence of the contract. The Purchaser shall regularly and punctually make payment of the various amounts agreed to be paid by the Purchaser to the Seller in terms of this Agreement within the time as agreed and stipulated herein and it will not be necessary on the part of the Seller to give any notice and in any event the Purchaser waives the right to receive such notice.
- 6.4 In Total Consideration Amount agreed to be paid by the Purchaser to the Seller in terms of this Agreement, the Purchaser has agreed and obligated himself/herself/itself to make payment of the Additional Amounts (as detailed in **PART - I** and **PART - II** of the **FIFTH SCHEDULE** hereunder written), and all such additional payments must be paid progressively with the payment of Consideration Amount as and when becoming due in terms of this Agreement.

- 6.5 Charges for providing any additional work in and/or relating to the said Unit at the request of the Purchaser and for providing any additional facilities or utility for the said Unit shall be paid borne and discharged by the Purchaser.
- 6.6 All betterment fees taxes and other levies charges imposed by the Government or any other authority relating to the said Premises and/or the said Unit shall be paid and borne by the Purchaser proportionate to his/her/ its interest therein save and except those arising from and/or pertaining to and/or connected with any development and/or improvement carried out by the Seller in pursuance of any modification, alteration etc. of the Plan as sanctioned by all the concerned authorities.
- 6.7 Time for payment shall always remain as the essence of the contract. In the event of any default on the part of the Purchaser in making payment of any of the amounts agreed to be paid in terms of this Agreement, the Seller shall be entitled to claim interest at the rate of 15% (fifteen percent) per annum on the amount remaining outstanding subject to what is hereinafter appearing.
- 6.8 In the event of any default on the part of the Purchaser in making payment of any of the amounts in terms of this Agreement and if such default shall continue for a period of 30 (Thirty) days from the same becoming due, the Seller shall be entitled, upon prior 15 (fifteen) days' written notice to the Purchaser, to determine and/or rescind this Agreement and forfeiting a sum equivalent to 10% (ten percent) of the Total Consideration Amount as and by way of predetermined liquidated damages, and the Purchaser hereby consents to the same, and the Seller shall and undertakes to refund the balance of the Total Consideration Amount and all other amounts paid/deposited by the Purchaser to/with the Seller and/or at the instructions of the Seller including but not limited to the Additional Payments, within a maximum period of 90 (Ninety) days from the date of termination of this Agreement, or earlier if the Seller enters into an agreement for sale with another person in respect of the said Unit, whereupon the Seller undertakes to refund the aforesaid sums within 90 (Ninety) days from

the date on which such fresh agreement is entered into. Upon such termination the Purchaser shall cease to have any right or claim in respect of the said Unit save and except the right to receive and claim refund of the aforesaid amounts, and the Seller shall be entitled to enter into an agreement for sale and transfer in respect of the Said Unit with any other person or persons and the Purchaser and the Seller hereby consent to the same.

- 6.9 The Purchaser agrees and covenants not to claim any right or possession over and in respect of the said Unit till such time the Purchaser has made and/or deposited all the amounts herein agreed to be paid or deposited by the Purchaser.
- 6.10 In the event of the Seller being desirous of providing any additional materials, facilities or gadgets over and above what has been agreed upon for the benefit of the residents of the Building, then subject to the Purchaser consenting to the same, the Purchaser shall be liable to make payment of the Proportionate share in respect thereof, and such additional materials, facilities and gadgets shall form a part of the Common Portions. However, whether such additional facilities or amenities are to be provided for, will be entirely at the sole discretion of the Seller, and the Purchaser hereby consents to the same.

ARTICLE VII – CONSTRUCTION AND COMPLETION

The Purchaser acknowledges that the construction and completion of the building is subject to various facts over which the seller has no control and as such:

- 7.1 Unless prevented by circumstances beyond its control the Seller shall construct erect and complete the said new building within a period of 30 (Thirty) months from the date of execution of this agreement together with a grace period of 12 (Twelve) months (hereinafter referred to as the COMPLETION DATE)
- 7.2 The said building shall be deemed to have been completed if provided with water, electricity and other amenities and certified so by the Architect for the time being
- 7.3 The Seller shall construct erect and complete the said Building and/or the said Unit with such materials and/or specifications as more fully and

particularly mentioned and described in the **SIXTH SCHEDULE** hereunder written, and the Purchaser has agreed not to raise any objection whatsoever or howsoever to such agreed specifications.

- 7.4 The said new Building will be constructed, erected and completed in accordance with the said Plan.
- 7.5 As already stated, the Seller reserves the right to modify and/or alter the said Plan and to obtain necessary permission and sanction from all the concerned authorities pertaining to the same so long as such modification and/or alteration does not affect the said Unit and further does not in any manner affect and/or prejudice the right, title and interest of the Purchaser to/over/in any part or portion of the Said Unit And The Properties Appurtenant Thereto, and the Purchaser hereby waives the right of any prior notice given to that effect
- 7.6 The Purchaser shall not do any act deed or thing whereby the construction or development of the said Premises is in any way hindered or impeded with nor shall in any way commit breach of any of the terms and conditions herein contained.
- 7.7 During the period of construction and at all times the said Unit shall be at the sole risk of the Seller. On and from the Fit-Out Date, the sole responsibility will be of the Purchaser.
- 7.8 The Purchaser agrees and undertakes not to do any act, deed or thing either directly or indirectly which may prevent the Seller from undertaking the work of construction of the said New Building and hereby further acknowledges that if because of any act deed or thing established as having been done by the Purchaser or any person claiming through or under him/her/it, the Seller is prevented from proceeding with the work of construction or completion of the New Building, then and in that event the Purchaser shall be liable to compensate the Seller for all costs and charges which the Seller may be suffer or incur in as much the same is likely not only to adversely affect the Seller but also the various other Unit owners intending to acquire a Unit in the said New Building.
- 7.9 Unless prevented by circumstances established as comprising Force Majeure events, the said Building shall be constructed and completed by the Seller (as evidenced by the partial Completion Certificate) in terms of the specifications as more fully and particularly mentioned and described in the **Sixth Schedule** hereunder written within 30 (Thirty)

months from the date of execution of this Agreement with a grace period of 12 (Twelve) months thereafter (hereinafter referred to as the COMPLETION DATE). If completion in the manner as stated hereinabove is delayed beyond the Completion Date, then without prejudice to the other rights of the Purchaser, the Purchaser shall be entitled to and the Seller undertakes and covenants to pay interest to the Purchaser at the rate of 15% (fifteen percent) per annum on each of the sums paid and/or deposited by the Purchaser in terms of and/or in pursuance of this Agreement, to be computed from the Completion Date until such time the said Unit is completed in terms hereof.

- 7.10 The Seller shall apply for and obtain necessary permissions and/or comply with the provisions of the Real Estate (Regulation and Development) Act 2016 (hereinafter referred to as the RERA ACT).
- 7.11 The Purchaser acknowledges that there are various factors in the construction business which are likely to impede and/or hinder the progress of work of development. Therefore in the event of any delay after expiry of the completion date the Purchaser shall be entitled to and the Developer/Seller has agreed to pay interest calculated at the rate of 15% (Fifteen percent) per annum on the amounts paid by the Purchaser to the Developer/Seller till then in terms of this Agreement as per Section 7 of the West Bengal Building (Regulation of Promotion of Construction and Transfer by Promoters) Act, 1993 and the same will be paid and/or appropriate in such manner as may be agreed upon between the Developer/Seller and the Purchaser and the Purchaser acknowledges that the same is reasonable compensation and agrees not to have any other claim on any account whatsoever or howsoever.
- 7.12 The Purchaser shall not do any act deed or thing whereby the construction or development of the Said Premises is in any way hindered or impeded with nor shall in any way commit breach of any of the terms and conditions herein contained.
- 7.13 During the period of construction and at all times the Said Unit shall be at the sole risk of the Developer/Seller.
- 7.14 In the event of any defect in construction of the Said Unit or any part thereof or if there be any defect in material used or provided in the Said Unit within a period of 2 (two) years from the date of delivery of possession and/or notice for possession, whichever be earlier, the

Developer/Seller shall at its own costs forthwith without least delay undertake necessary remedial steps for rectification and/or replacement of the same as per Section 8 of the West Bengal Building (Regulation of Promotion of Construction and Transfer by Promoters) Act, 1993.

7.15 The Developer/Seller shall not mortgage or create a charge on the Said Unit allocated to the Purchaser without prior permission of the Purchaser as per Section 9 of the West Bengal Building (Regulation of Promotion of Construction and Transfer by Promoters) Act, 1993.

7.16 The Said Premises shall be under insurance coverage up to the 5th year from the date of getting the Completion Certificate from the Kolkata Municipal Corporation as per Section 12 of West Bengal Building (Regulation of Promotion of Construction and Transfer by Promoters) Act, 1993 and the same shall be done by the Developer/Seller.

7.17 Before the date of possession of the Said Unit the Purchaser agrees and covenants: -

- a) To pay to the Developer/Seller such amounts due and payable on account of the consideration as mentioned in **FOURTH SCHEDULE** hereto and also the proportionate costs of all payments made for extra common facilities to be provided to all occupiers of the New Building.
- b) To deposit amounts free of interest with the Developer/Seller for the purpose and subject to the conditions mentioned in **Part I and Part II** of the **FIFTH SCHEDULE** hereunder written.

7.18 Immediately after the Said Unit is ready and made fit for habitation (and in this regard the decision of the Architect shall be final and binding), the Developer/Seller shall serve a notice on the Purchaser and within 7 (seven) days from the date of such notice (hereinafter referred to as the **POSSESSION DATE**) the Purchaser shall be deemed to have taken over possession of the Said Unit for the purpose of making payment of the Common Expenses and Maintenance Charges **PROVIDED HOWEVER** in no event the Purchaser shall be entitled to claim physical possession of the Said Unit until such time the Purchaser has made full payment and/or deposited all the amounts payable by the Purchaser to the Developer/Seller and the Developer/Seller shall not be liable to deliver possession of the Said Unit until such time the

Purchaser has made full payment of the amounts agreed to be paid by the Purchaser in terms of this Agreement.

- 7.19 From the Possession Date the Purchaser shall be liable to and agrees to pay and contribute the proportionate share of Municipal rates, multi-storied taxes and other taxes, maintenance and service charges and all other outgoings payable presently or which may be imposed or levied in future in respect of the Said Unit and proportionately for the whole building and premises regularly and punctually whether actual physical possession of the Said Unit is taken or not by the Purchaser.

ARTICLE VIII (CONFIRMATION AND ACKNOWLEDGEMENT BY THE PURCHASER)

- 8.1 The Purchaser confirms, accepts and assures the Developer/Seller that the Purchaser is acquainted with, fully aware of and is thoroughly satisfied about title of the Owners, the Plan, all the background papers and the right of the Owners and the Developer/Seller to enter into this Agreement and shall not raise any objection with regard thereto.
- 8.2 The Purchaser confirms and assures the Developer/Seller that the Purchaser has the financial and other resources to meet and comply with all financial and other obligations under this Agreement punctually.
- 8.3 The Purchaser confirms, accepts and assures the Developer/Seller that notwithstanding anything contained in this Agreement, it is clearly understood by the Purchaser that the right title and interest of the Purchaser is confined only to the Said Unit And The Properties Appurtenant Thereto and the Developer/Seller is entitled to deal with and dispose off all other portions of the Developer's Allocation (as defined in the Development Agreement) contained in the Said Premises to the third parties and the sole discretion of the Developer/Seller to which the Purchaser under no circumstances shall be entitled to raise any objection.

ARTICLE IX – HOUSE RULES/USER AND OTHER OBLIGATIONS

- 9.1 Upon full payment of all the amounts the Purchaser shall be put in possession of the Said Unit.
- 9.2 After the Purchaser have taken over possession of the said Unit the Purchaser as a separate covenant as and by way of affirmative covenants has agreed:

AFFIRMATIVE COVENANTS

- a) TO USE the Unit for lawful residential purposes only. In the event of letting out the Purchaser shall inform the Seller and/or the Holding Organization as the case may be the detailed particulars of the tenant.
- b) TO CO-OPERATE with the other co-Purchaser and/or co-buyers and the Seller in the management and maintenance of the said building.
- c) TO OBSERVE the rules framed from time to time by the Seller and upon appointment of the FMC and/or formation of the Holding Organization by such FMC and/or Holding Organization as the case may be.
- d) TO ALLOW the Seller and/or its authorized representative and upon appointment of FMC, such FMC to enter into the said Unit and/or common parts and areas for the purpose of maintenance and repairs.
- e) TO PAY and bear the common expenses and other outgoing and expenses since the date of possession and also the rates and taxes for and/or in respect of the said Building including those mentioned in the Seventh Schedule hereunder written proportionately for the building and/or common parts/areas and wholly for the said Unit and / or to make deposits on account thereof in the manner mentioned hereunder to or with the Seller and upon appointment of the FMC to such FMC. Such amount shall be deemed to be due and payable on and from the date of possession whether actual possession of the said Unit has been taken or not by the Purchaser.
- f) TO DEPOSIT the amounts reasonably required with the Seller and upon appointment of the FMC to such FMC as the case may be towards the liability for the rates and taxes and other outgoings.
- g) TO PAY charges for electricity in or relating to the said Unit wholly and proportionately relating to the common parts.
- h) TO PAY and discharge all existing and future rates and water charges, taxes, duties, charges, assessments, impositions and outgoings whatsoever which now are or at any time in future may be charged, levied, rated, assessed or imposed in respect of the said Unit.
- i) TO repair, maintain and keep the said Unit in good and substantial repair and condition.

- j) TO keep the said Unit in a clean and tidy condition and to clean both sides of all windows and window frames and all other glass and other panels in the said Unit.

9.3 The Purchaser hereby further covenants by way of `negative covenants as follows:

NEGATIVE COVENANTS

- a) NOT TO sub-divide the said Unit and / or the Parking space or any portion thereof.
- b) NOT TO do any act deed or thing or obstruct the construction and completion of the said building in any manner whatsoever and notwithstanding any temporary obstruction in the Purchaser's enjoyment of the said Unit.
- c) NOT TO throw dirt, rubbish or other refuse or permit the same to be thrown or accumulated in the said building and / or compound or any portion of the building except in the space for garbage to be provided in the ground floor or such other space as may be specified for such purpose and shall ensure before any refuse is thrown into the chutes it is securely wrapped in plastic bags or other similar materials and shall not dispose of any large objects into the chutes which may obstruct the free fall of refuse in the chutes.
- d) NOT TO cause any damage to the common property nor create any noise which is likely to cause disturbance to the other owners and/or occupiers.
- e) NOT TO store or bring and allow to be stored and brought in the said Unit any goods of hazardous or combustible nature or which are too heavy as to affect or endanger the structures of the building or any portion of any fittings or fixtures thereof including windows, doors, floors etc. in any manner.
- f) NOT TO hang from attach to the beams or rafters any articles or machinery which are heavy or likely to affect or endanger or damage the construction of the building or any part thereof.
- g) NOT TO do any act deed or thing which may cause hindrance and/or disturbance to any of the other owners and/or occupiers

- h) NOT TO fix or install air conditioners in the said Unit save and except at the places, which have been specified in the said Unit for such installation.
- i) NOT to allow goods, articles or materials of any description to be stored, stocked or displayed on any of the building common parts or otherwise other than in suitable bins and/or receptacles provided for such purpose.
- j) NOT to do or cause anything to be done in or around the said Unit which may cause or tend to cause or that amount to cause or affect any damage to any flooring or ceiling of the said Unit or adjacent to the said Unit or in any manner interfere with the use and rights and enjoyment thereof or any open passages or amenities available for common use.
- k) NOT to use the said Unit or any part or portion thereof for any political meeting nor for any dangerous noxious or offensive trade or business
- l) NOT to slaughter or permit to be slaughtered any animal and/or bird nor do any act deed or thing which may hurt or injure the sentiments of any of the other owners and/or occupiers of the said commercial complex.
- m) NOT to keep in the said Unit any article or thing which is or might become dangerous, offensive, combustible, inflammable radioactive or explosive of which might increase the risk of fire or explosion or in any way injure by percolation, corrosion or otherwise cause damage to the said Unit and/or any other Unit in the said commercial complex
- n) NOT to discharge into any conducting media any oil or grease or any noxious or deleterious effluent or substance which may cause an obstruction or might be or become a source of danger or which might injure the conducting media or the drainage system of the commercial complex
- o) NOT TO create hindrance/obstruction in any manner whatsoever to owners and occupiers of the other units particularly regarding use of Common Parts and Portions.
- p) NOT TO damage or demolish or cause to be damaged or demolished the said Unit or any part thereof or the fittings and fixtures affixed thereto.
- q) NOT TO install grills which are protruding the windows, such grills to be fitted only inside the windows and shall be of such as shall be approved by

the Seller and / or the Architect and the place where such grills are to be put up shall be as designated or identified by the Seller / Architect / FMC.

- r) NOT TO do or permit to be done any act or thing which may render void or make voidable any insurance in respect of the said Unit or any part of the said building or cause increased premium to be payable in respect thereof if the building is insured.
- s) NOT TO make in the said Unit any structural addition and / or alteration such as beams, columns, partition walls etc. or improvement of a permanent nature except with the prior approval in writing of the Seller/FMC and / or any concerned authority.
- t) NOT TO overload and/or draw excess electricity so as to cause overloading of the electricity connection
- u) NOT TO fix or install any window antenna on the roof or terrace of the said building
- v) NOT TO object to the sale of any unsold area by the Seller to any other person and/or persons and the Seller shall be entitled to sell and transfer and/or deal with the same as the Seller in its absolute discretion may deem fit and proper .
- w) NOT TO use the said Unit or permit the same to be used for any purpose whatsoever other than lawful residential purposes and shall not use the same for any purposes which may or is likely to cause nuisance or annoyance to occupiers of the other portions of the said building or to the Owners and occupiers of the neighboring premises.
- x) NOT TO use the allocated car parking space or permit the same to be used for any other purpose whatsoever other than parking of its own car/cars.
- y) NOT TO park car on the pathway or open spaces of the building or at any other spaces except the space allotted to it and shall use the pathways as would be decided by the Seller/FMC.
- z) NOT TO display or permit any person to display raw meat or sacrificing of animals on the common parts or portions of the said building or at the said premises.
- aa) NOT TO do or permit to be done any act deed or thing whereby the sentiments of other occupants are in any way injured or hurt.

CAR PARKINGS:

- a. Parking of Car will be permitted only if specifically allotted. No parking of Two-wheeler(s) will be permitted unless such space is purchased from the Seller.
- b. THE said Parking Space/s shall be used only for the Purpose of Parking of car (s)/
- c. THE Purchaser shall not permit anybody to reside in the said Parking Space/s or use the same for any other purpose other than parking of cars
- d. THE Purchaser shall not park nor shall permit anybody to park the car(s) in the said Parking Space(s) in a manner, which may obstruct the movement of other car(s)
- e. THE Purchaser shall not be entitled to cover up and / or make any construction on the said Parking Space(s) and / or open spaces.
- f. NOT to store nor permit anybody to store any articles or things into or upon the said Parking Space(s).
- g. TO abide by all the rules and regulations as may be made applicable for the use of the Parking Space(s) from time to time by the FMC.
- h. MUST NOT let, or part with possession of the Car Parking Space/s excepting as a whole with the said Unit to anyone else excepting to a person who owns a Unit in the building and the Purchaser will give an undertaking and sign a document of adherence that the Car Parking space will be held only for the parking of cars.

HOUSE RULES:

- (1) The lobbies, entrances and stairways of the Building shall not be obstructed or used for any purpose other than ingress to and egress from the Unit in the Building.
- (2) Children shall not play in the public halls, stairways or elevators and shall not be permitted in the service elevators of the Building.
- (3) No Buyer/Occupier shall make or permit any disturbing noises in the Building or do or permit anything to be done therein which will interfere with the rights comfort or convenience of other occupiers. No Occupier shall play upon or

suffer to be played upon musical instrument or permit to be operated a phonograph or radio or television loud speaker in such the apartment if the same shall disturb or annoy other occupants of the building. No buyer/Occupier shall give vocal or instrumental instruction at any time in order to reduce sound emanating from a Unit.

- (4) Each Owner shall keep such Unit in a good state of preservation and cleanliness and shall not throw or permit to be thrown therefrom or from the doors, windows, terraces, balconies thereof any dirt or other substances.
- (5) No article shall be allowed to be placed in the halls or on the staircase landings or fire towers nor shall anything be hung or shaken from the floor, windows, terraces or balconies or place upon the window sills of the Building. No fences or partitions shall be placed or affixed to any terrace without the prior approval of the Seller.
- (6) No shades awnings, window guards, ventilators or air conditioning devises shall be used in or about the Building excepting such as shall have been approved by the Seller.
- (7) No sign, notice or advertisement shall be inscribed or exposed on or at a window or other part of the building except such as shall have been approved by the Seller nor shall anything be projected out of any window of the Building without similar approval.
- (8) Water-closets and other water apparatus in the Building shall be used for any purpose other than those for which they were constructed nor shall any sweepings, rubbish, rags or any other article be thrown into the same. Any damage resulting from misuse of an of water-closets or apparatus shall be paid for by the Unit-owner in whose apartment it shall have been caused.
- (9) No bird or animal shall be kept or harbored in the common areas of the Building.
- (10) No radio or television aerial shall be attached to or hung from the exterior of the building.
- (11) Garbage and refuse from the apartments shall be deposited in such place only in the Building and at such time and in such manner as the superintendent of the Building may direct.
- (12) No vehicle belonging to a Buyer or to a member of the family or guest, sub-tenant or employee of a lessee shall be parked in the open space or in such manner as to impede or prevent ready access to the entrance of the Building by another vehicle.

(13) These house rules may be added to, amended or repealed at any time by the Seller and after formation by the Society/ Association.

9.4 The aforesaid negative covenants are independent of each other and are capable of being enforced independently

9.5 The Purchaser acknowledges that the aforesaid house rules are designed to promote peaceful enjoyment for all occupiers and their guests. It is therefore in everyone's interest to observe the House Rules to allow proper administration and control and the enhancement of the reputation of the said new building

9.6 Until formation of such Holding Organization the Developer/Seller shall manage and maintain the New Building and the common parts thereof.

The Purchaser agrees that:

- (a) The Purchaser shall pay regularly and punctually within 7th day of every month and month by month the common expenses as described in the **SIXTH AND SEVENTH SCHEDULE** hereunder written at such rate as may be decided, determined and apportioned by the Developer/Seller to be payable from the Possession Date to the Developer/Seller and upon formation and transfer of management of the New Building to the Holding Organization such payments are required to be made without any abatement or demand.
- (b) The proportionate rate payable by the Purchaser for the common expenses shall be decided by the Developer/Seller from time to time and the Purchaser shall be liable to pay all such expenses wholly if it relates to the Said Unit only and proportionately for the New Building as a whole. The statement of account of the apportionment of the charges as prepared by the Developer/Seller shall be conclusive and final. The Purchaser shall not be entitled to dispute or question the same provided that the billing is reasonable. In the event of the transfer of the management and administration of the New Building to the Holding Organization in terms of these presents the employees of the Developer/Seller such as watchmen, security staff, liftmen etc. shall be employed and/or absorbed in the employment of such Holding Organization with continuity of service and on the same terms and conditions of employment with the Developer/Seller subject to prior approval and written consent of the Owners towards that effect and the Purchaser shall not be entitled to raise any objection thereto and hereby consents to the same.

- (c) After the formation of the Holding Organization the Purchaser shall pay such amounts for the aforesaid purpose as may be fixed and determined by the Holding Organization.
- (d) So long as each Unit in the Said Premises shall not be separately mutated and separated the Purchaser shall pay the proportionate share of all rates and taxes assessed on the whole premises including the charges for loss of electricity while in transmission to the Developer/Seller from the Possession Date. Such proportion is to be determined by the Developer/Seller on the basis of the area of such Unit in the New Building.
- (e) If the Purchaser fails to pay the aforesaid expenses or part thereof within time as aforesaid the Purchaser shall be liable to pay interest at the rate of 2% (two percent) per month and further that if any interest remains unpaid for 60 (sixty) days, the Developer/Seller or upon formation of Holding Organization, such Holding Organization shall be at liberty to disconnect and/or suspend all common services attached to the Said Unit such as water supply, electricity connection, use of lifts, central antenna, etc. till such dues with interest are paid and shall also be liable to pay the common expenses for such suspension period as well as reconnection charges.

ARTICLE X – HOLDING ORGANIZATION

- 10.1 Immediately after the completion of the New Building and the possession is made over to the Unit owners in the New Building the Developer/Seller shall form or cause to be formed an Association or a Society or Syndicate of the Unit owners in the New Building as per Section 10 of West Bengal Building (Regulation of Promotion of Construction and Transfer by Promoters) Act, 1993, already defined as the Holding Organization hereinabove, with such rules and regulations as shall be determined by the Advocates and Solicitors of the Developer/Seller.
- 10.2 The Purchaser shall become a member of the Holding Organization and hereby agrees to abide by the rules and regulations which shall be framed by the Holding Organization for the benefit of all the members of the Holding Organization.
- 10.3 The Purchaser shall be liable and agrees to abide by such further house rules as may be made applicable by the Holding Organization.
- 10.4 As and when the Holding Organization is formed, the Purchaser shall become a member of such Holding Organization and without becoming a member of

such Holding Organization shall not be entitled to avail of the various facilities and/or utilities at the Said Premises.

ARTICLE XI – SINKING FUND

- 11.1 At or before entering into this Agreement it has been expressly communicated to the Purchaser that the New Building is to be kept and retained as a decent residential building in Kolkata and as such to avoid any controversy in future and also for ensuring that proper maintenance and up-keep of the New Building continues it has been agreed that the Purchaser shall keep in deposit a sum not to exceed Rs.45/- (Rupees Forty five) per square feet of the Said Unit to be owned by the Purchaser or as may be agreed or determined by the Developer/Seller in their absolute discretion towards Sinking/Reserve Fund which shall be held free of interest by the Seller and upon the formation of the Holding Organization made over to the Holding Organization which shall be entitled to invest the same in such securities and in such manner as the Holding Organization may think fit and apply the income for the purpose of meeting the expenses which may be necessary or required or the purpose of repairs maintenance security and upkeep of the New Building and such deposit towards such sinking/ reserve fund shall not absolve the Purchaser of her obligation for the payment or contribution for periodical maintenance and other charges.

ARTICLE XII – DOCUMENTATION AND PROFESSIONAL CHARGES

- 12.1 Mr. R.L. Gaggar, Solicitor & Advocate of No. 6 Old Post Office Street, 3rd floor, Kolkata 700 001 has prepared this Agreement and shall draw all papers documents and drafts required for and/or in connection with the various common purposes relating to the said building and formation of the Holding Organization as envisaged herein and such documents containing covenants to be observed on the part of the parties hereto as in the sole discretion of the said Advocate be determined to be reasonable and the costs and expenses of the same shall be borne and paid by the Purchaser proportionately with the other Unit owners and such costs and expenses shall be paid by the Purchaser before taking physical possession of the Said Unit . The Purchaser despite his obligations to pay the remuneration and fees to the said Advocate shall be at liberty to consult any other lawyer/ advocate for any independent advice **PROVIDED HOWEVER** such consultation for independent advice will not absolve the Purchaser of his liability to pay the remuneration as herein provided to Mr. Gaggar. The fees of Mr.Gaggar shall be i) Rs. 10,000/- for

preparation of this Agreement, ii) Rs 10,000/- for preparation of the Deed of Conveyance and for registration thereof.

- 12.2 The above fees will be paid directly by the Purchaser to Mr. Gaggar.
- 12.3 The Stamp Duty, registration charges and incidental expenses for and/or in relation to execution and registration of this Agreement and/or the Deed of Conveyance in respect of the Said Unit and for obtaining approval and consents necessary for such transfer and also any other assurances deeds required to be made for or in relation thereto shall be borne and paid by the Purchaser.
- 12.4 In case the Developer/Seller fails and/or neglect to execute and register necessary Deed of Conveyance in favor of the Purchaser or the Purchaser's nominee/s then the Purchaser will be entitled to specific performance and other reliefs subject to payment of entire consideration money.
- 12.5 The Developer/Seller and the Owners are liable to execute the Deed of Conveyance in favor of the respective Unit owners within 90 (ninety) days from the date of handing over possession of the Said Unit /Unit s as per Section 11 of the West Bengal Building (Regulation of Promotion of Construction and Transfer by Promoters) Act, 1993.

ARTICLE XIII – TERMINATION

- 13.1 In the event of any default on the part of the Purchaser in making payment of the amounts agreed to be paid and if such default shall continue for a period of one month or in the event of the Purchaser committing breach of any of the terms and conditions herein contained the Developer/Seller shall be entitled to terminate this Agreement by giving to the Purchaser 15 (fifteen) days notice in writing and upon such cancellation the Purchaser shall cease to have any right under this Agreement or in respect of the said Unit and upon such cancellation the Developer/Seller shall be entitled to forfeit a sum equivalent to 10% (ten percent) of the Total Consideration Amount paid by the Purchaser to the Developer/Seller till then and refund the balance amount to the Purchaser within 3 (three) months from the date of termination after the Developer/Seller has entered into a fresh agreement for sale with any other person and/or persons in respect of the Said Unit .

ARTICLE XIV – FORCE MAJEURE

- 14.1 The Developer/Seller shall not be regarded in breach of any of the terms and conditions herein contained and on the part of the Developer/Seller to be performed and observed if it is prevented by any of the conditions herein below: -
- a) Fire.
 - b) Natural calamity.
 - c) Tempest.
 - d) Labour unrest.
 - e) Local problem and/or local disturbance.
 - f) Any prohibitory order from any Court, Kolkata Municipal Corporation and other authorities.
 - g) Any other unavoidable circumstances beyond control of the Developer/Seller.
 - h) Acts of God.
 - i) Delay in grant of electricity, water, sewerage and drainage connection or any other permission or sanction by the Government or any statutory authority.

ARTICLE XV – MISCELLANEOUS

- 15.1 It is hereby expressly agreed and declared that the dominant of the parties hereto is to sell and transfer the Said Unit to the Purchaser in terms of this Agreement and it is not the intention for this Agreement, be construed to mean in the self rendering any services.
- 15.2 The right of possession of the Purchaser in respect of the Said Unit shall arise only upon the Purchaser fulfilling all the obligations as are contained in this Agreement.
- 15.3 The Purchaser shall not be entitled to transfer, let out, mortgage, grant lease in respect of the Said Unit without the consent in writing of the Developer/Seller till such time the Purchaser has fulfilled all the obligations and the possession of the Said Unit has been obtained by the Purchaser.
- 15.4 It is agreed that the Purchaser within 12 (twelve) months from the date hereof is not entitled to assign and/or transfer her rights under this Agreement relating to the Said Unit to any party including the Developer/Seller.
- 15.5 It is also agreed that the Purchaser may assign and/or transfer her rights relating to the Said Unit under this Agreement to any third party only upon the payment of the charges/fees for the documentation of a sum of Rs. 100/-

(Rupees one hundred) per square feet on such assignment/transfer and for subsequent assignment /transfers Rs. 200/- (Rupees two hundred) per square feet hereinafter referred as the **TRANSFER FEES** to the Developer/Seller and simultaneously the Developer/Seller upon the receipt of the Transfer Fees shall allow the said transfer, subject to the said transfer shall be coupled with the undertaking of the third party to observe/fulfill the obligations to be observed/fulfilled by the Purchaser herein.

- 15.6 The right of the Purchaser shall remain restricted to the Said Unit and in no event the Purchaser shall be entitled and hereby agrees not to claim any right in respect of the other parts or portions of the New Building and the Said Premises or any part or portion thereof.
- 15.7 It is hereby agreed and clarified that the right of the Purchaser shall remain restricted to the Said Unit and its proportionate share in all common parts, portions, areas and facilities and the Purchaser shall not be entitled to claim any right over and in respect of the other portions of the Said Premises or the New Building and in the event of the Developer/Seller deciding to make any further constructions on any other parts and portions of the Said Premises the Purchaser shall agrees not to raise any objection.
- 15.8 The New Building at the Said Premises shall be known by the name of '**THE SIGNATURE**' and the said name shall not be changed under any circumstances.
- 15.9 The Purchaser shall be liable and agrees to make payment of the amounts payable on account of the GST without raising any objection whatsoever or howsoever.
- 15.10 This Agreement is being signed in duplicate and each of them would be treated as the original. The Purchaser has assumed the obligation to cause this Agreement to be stamped and registered at her own cost and the Developer/Seller will remain present for the purpose of presenting this Agreement for registration in the event of the Purchaser requiring the same to be registered and the stamp duty, registration charges and other expenses incidental thereto shall be paid borne and discharged by the Purchaser.
- 15.11 The Purchaser shall bear and pay for the Stamp Duty and registration charges. It shall be the responsibility of the Purchaser to get this Agreement registered and the Developer/Seller will appear before the authorities for admitting the registration of the Agreement. The Purchaser shall be liable to pay the Stamp Duty and registration charges for the execution and registration of the Deed of Conveyance.

- 15.12 This Agreement is personal and the Purchaser shall not be entitled to transfer let out mortgage grant lease in respect of the said Unit without the consent in writing of the Developer/Seller until such time the full amount of consideration has been paid by the Purchaser to the Developer/Seller and the Purchaser performing and observing all the other terms and conditions herein contained and on the part of the Purchaser to be performed and observed **PROVIDED HOWEVER** after the full payment of the entire consideration amount the Purchaser shall be entitled to let out, grant, lease and/or mortgage and/or in any way deal with the Said Unit /Unit s for which no further consent of the Developer/Seller shall be required.
- 15.13 For the purpose of acquiring the Said Unit in the New Building the Purchaser will be entitled to apply for and obtain financial assistance from banks and other financial institutions but in no event the Developer/Seller will be liable or assume any liability for such loans and granting of any loan will always be subject to the terms and conditions herein contained.
- 15.14 The Developer/Seller and the Purchaser have entered into this Agreement purely on principal to principal basis and nothing stated herein shall be deemed to constitute a partnership between the Developer/Seller and the Purchaser or to be construed as a joint venture or joint ventures between the Purchaser and the Developer/Seller nor shall the Developer/Seller and the Purchaser constitute an association of persons. Such party shall keep the other party duly indemnified from and against the same.
- 15.15 This Agreement contains the entire Agreement of the parties and no oral representation or statement shall be considered valid or binding upon either of the parties nor shall any provision of this Agreement be terminated or waived except by written consent by both the parties. The Purchaser acknowledges upon signing this agreement, conditions, stipulation, representations, guarantees or warranties have been made by the Seller other than what is specifically set forth herein. In the event of any of the clauses becoming void and/or unenforceable then and in that event the other clauses shall survive.
- 15.16 This Agreement supersedes all other agreements, arrangements, understanding or brochure and in no event the Purchaser shall be entitled to set up any oral Agreement.
- 15.17 The Purchaser has agreed to keep in deposit an amount as and by way of Sinking Fund / Development Fund with the Developer/Seller/Holding Organization as hereinbefore provided and such amount to be utilized and/or is likely to be utilized for meeting any capital expenditure which may be

necessary and/or required for the benefit of all the occupants of various Units of the New Building at the Said Premises-

ARTICLE XIV – NOTICE

- 16.1 All notices to be served hereunder by either of the parties to the other shall be deemed to have been served on the 4th day of the date the same has been delivered for dispatch to the postal authority by registered post with acknowledgement due at the last known address of the parties hereto.

ARTICLE XV – ARBITRATION

- 17.1 All disputes and differences between the parties hereto regarding the construction or interpretation of any of the terms and conditions herein contained or touching these presents or determination of any liability shall be referred to the arbitration in accordance with the provisions of the Arbitration and Conciliation Act, 1996 or any other modification or enactment thereto for the time being in force.
- 17.2 The Seller and the Purchaser shall not commence legal proceedings or to have any Receiver appointed in the Said Premises or the New Building unless the same is first referred to arbitration and the Arbitrator has given his award.
- 17.3 The Arbitrators shall have summary powers.
- 17.4 The Arbitrators shall have the right to give interim awards and directions.

ARTICLE XVI – RATES AND TAXES - GST

- 18.1 The parties shall make payment of Goods and Service Tax (GST) which may become payable to the concerned authorities.
- 18.2 It is also agreed and understood that such rate at which GST is being imposed is entirely on the basis of certain statutory circular and mandates given under the provisions of the relevant sections of the Finance Act, 2010 hence any subsequent changes, alterations or modifications made in such enactments triggering changes in the rate at which such GST being imposed, shall be binding upon the parties hereto without any demur or abatement whatsoever or howsoever.

ARTICLE XVII – JURISDICTION

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

THE FIRST SCHEDULE ABOVE REFERRED TO

(PREMISES)

ALL THAT piece or parcel of homestead Land, measuring about 37 Cottahs 12 Chittaks 2 Sq. ft. more or less TOGETHER WITH single storied structure standing thereon, lying and situate at Municipal Premises No. 4, Roy Bahadur Road, Kolkata – 700034, Ward No. 118, under the limits of the Kolkata Municipal Corporation, P.S. – Behala, District – South 24-Parganas, butted and bounded by

ON THE NORTH : Plot No-58/1/1,58/1/3 & 58/6/1 of ROY BAHADUR ROAD

ON THE SOUTH : KMC ROAD (ROY BAHADUR ROAD)

ON THE EAST : Plot No-135/1,135/2,135/7 & Plot No-135/8 of
Roy BAHADUR ROAD

ON THE WEST : 133A ROY BAHADUR ROAD

THE SECOND SCHEDULE ABOVE REFERRED TO

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

ALL THAT the Flat/Unit No.9E on the 9th floor of the said new building containing by estimation an area of [REDACTED] sq.ft. (more or less) (built-up) corresponding to a carpet area of [REDACTED] sq.ft. (more or less) TOGETHER WITH 1 (One) open/covered car parking space/s AND TOGETHER WITH the undivided proportionate indivisible share in all common parts portions areas and facilities (more fully and particularly mentioned and described in the THIRD SCHEDULE hereunder written AND TOGETHER WITH the undivided proportionate indivisible variable share or interest in the land forming part of the said Premises appurtenant and/or allocable thereto forming part of the Developer’s Allocation as defined in the said Development Agreement

THE THIRD SCHEDULE ABOVE REFERRED TO

(“Common Portions”)

Please check

1. The foundation columns beams support corridors lobbies stairs stairways landings entrances exits and pathways.
2. Drains and sewers from the Premises to the municipal duct.
3. Water sewerage and drainage connection pipes from the Units to drains and sewers common to the Premises.
4. Toilets and bathrooms situate at Ground Floor for use of security guards, drivers etc. of the Purchaser and the maintenance staff of the Premises.
5. The security guards and maintenance staff rest room situate at ground with electrical wiring switches and points fittings and fixtures.
6. Boundary walls of the Premises including outer side of the walls of the Building and main gates.
7. Water pump for drinking water and motor with installation.
8. Tube well water pump overhead tanks and underground water reservoirs water pipes and other common plumbing installations and the spaces required therefor.
9. Transformer, electrical wiring meters, and fittings and fixtures for lighting the staircase, lobby and other common areas (excluding those as are installed for any particular Unit) and the spaces required therefor.
10. Windows/doors/grills and other fittings of the common areas of the Premises.
11. Generator, its installations and its allied accessories, *inter alia* for providing electricity back-up for/to the said Unit as chargeable.
12. 2 (two) numbers of high speed Kane or equivalent make elevators, and their accessories, installations etc., and the spaces required therefore.
13. Such other common parts areas equipments installations fixtures fittings covered and open spaces in or about the said Premises and/or the Building as are necessary for passage to and/or use and occupancy of the Units.
14. Swimming Pool with exclusive deck.
15. Well equipped gym.
16. Air-conditioned party hall.
17. Open roof garden.
18. Indoor games room.
19. Landscaped surroundings.
20. CCTV and security control room.
22. Fire fighting system as per recommendation of the fire department.
23. Such other areas, installations and/or facilities as the developer may from time to time specify to form part of the Common Area and installation of the Building Complex.

**THE FOURTH SCHEDULE ABOVE REFERRED TO
("AGREED CONSIDERATION AMOUNT")**

On Booking/Application	Rs.1,00,000/-
On Completion of Agreement	10% of total Consideration+Basischarges+GST – Booking Amount
On Completion of Piling	10% of Total Consideration+Basischarges+GST
On Casting of 1 st Floor	10% of Total Consideration+Basischarges+GST
On Casting of 3 rd Floor	10% of total Consideration+Basischarges+GST
On Casting of 5 th Floor	10% of Total Consideration+Basischarges+GST
On Casting of 7 th Floor	10% of Total Consideration+Basischarges+GST
On Casting of 9 th Floor	10% of Total Consideration+Basischarges+GST
On Casting of 11 th Floor	10% of Total Consideration+Basischarges+GST
On Completion of Inside Plaster	5% of Total Consideration+Basischarges+GST
On Completion of Outside Plaster	5% of Total Consideration+Basischarges+full utility charges and deposit+GST
On Possession	10% of Total Consideration+Basis charges +GST

**THE FIFTH SCHEDULE ABOVE REFERRED TO
("ADDITIONAL PAYMENTS")**

PART-I

("SCHEDULE OF BASSIC CHARGES")

Club Membership Charges	Rs. 70/- per sq.ft.
Floor Escalation Charges	Rs. 25/- per sq.ft. per Floor from 3 rd Floor and onwards

PART-II

OTHER UTILITY CHARGES & DEPOSITS	
H.T./L.T. Transform/Electrical	Rs. 50/- per sq.ft.
Generator Power Back up 1.25 KVA	Rs.50,000/-
Maintenance Charges	Rs. 3/- per sq.ft.
Sinking Fund	Rs. 45/- per sq.ft.
Municipal Tax	Rs. 23/- per sq.ft.

Legal Charges	Rs. 20,000/- (Directly payable to Solicitor)
---------------	--

THE SIXTH SCHEDULE ABOVE REFERRED TO

(Specifications for the Building)

A.STRUCTURE, WALLS, BALCONY & EXTERIOR WALLS

Structure-RCC Superstructure

Internal walls-Cement plastering overlaid with smooth, impervious Plaster of Paris

Balcony-Decorative MS railings up to 3 feet height, provision for balcony grill (as per design approved by developer), Anti skid ceramic floor tiles

Exterior-Latest weather proof emulsion paint

B.DOORS, WINDOWS & FLOORING

Doors - Wooden frame with 32 mm thick flush door

Windows – Sliding aluminium windows with large panes

Flooring – Vitrified tile flooring in all bedrooms, living/dining rooms

C.ELECTRICALS

Superior quality concealed wiring with modular switches and miniature circuit breaker, AC Point in all bedrooms and one AC point in Living room, one tv point in living room and one in master bedroom

D.KITCHEN

Ceramic floor tiles, granite counter with steel sink, Ceramic tiles dado upto a height of 2 feet from the Granite Top

E.TOILETS

Ceramic floor tile, Ceramic tiles up to door Height, CP fittings and sanitary of Parryware/Hindware/Jaquar or equivalent make.

F.SECURITY & OTHER FEADTURES

Intercom system, CCTV Surveillance system on the boundary wall of the complex.
Modern fire fighting system and 24x7 Power Back up.
Lift - Kone or equivalent make and water filtration plant

G. FIRE SAFETY

Fire hydrant with hose box and nozzle, yard hydrant outside the building, fire pump room and fire fighting water tank. Smoke detectors & fire alarms in common areas.

THE SEVENTH SCHEDULE ABOVE REFERRED TO ("Common Expenses")

1. Repairing rebuilding repainting improving or other treatment as necessary for keeping the Premises and every exterior part thereof in good and substantial repair order and condition and renewing and replacing all worn or damaged parts thereof.
2. Painting with quality paint as often as may in the opinion of the Holding Organization be necessary, and in a proper and workmanlike manner all the wood metal stone and other work of/at the Premises and the external surfaces of all exterior doors of the Building and decorating and colouring all such parts of the Premises as usually are or ought to be.
3. Keeping the gardens and grounds of the Premises generally in a neat and tidy condition and tending and renewing all lawns flowers beds shrubs trees forming a part thereof as necessary, and maintaining repairing, and where necessary, reinstating any boundary wall hedge or fence.
4. Keeping the private road in good repair and clean and tidy and edged where necessary, and clearing the private road when necessary.
5. Paying a fair Proportion of the cost of clearing repairing re-instating any drains and sewers forming a part of the Premises.
6. Paying such workers as may be necessary in connection with the upkeep of the Premises.
7. Insuring any risks.
8. Cleaning as necessary the external walls and windows (not forming a part of any Unit) in the Premises as may be necessary, and keeping clean the common parts and halls passages landings and stair cases and all other common parts of the Building and the Premises including the Common Portion.
9. Cleaning as necessary the several areas forming a part of the Premises.

10. Operating maintaining and (if necessary) renewing the lighting apparatus from time to time of the Premises and providing such additional lighting apparatus as the Seller and/or the Holding Organization may think fit.
11. Maintaining and operating the lifts.
12. Providing and arranging for the emptying receptacles for rubbish.
13. Paying all rates taxes duties charges assessments and outgoings whatsoever (whether central state or local) assessed charged or imposed upon or payable in respect of the Building or any part thereof excepting in so far as the same are the responsibility of the individual owners/occupiers of any Unit.
14. Abating any nuisance and executing such works as may be necessary for complying with any notice served by a local authority in connection with the development on the said Premises or any part thereof so far as the same is not the liability of or attributable to any Unit or of/to any individual owner/occupier of any Unit or of/to the Seller.
15. Generally managing and administering the Premises and protecting the amenities in the Building, and for that purpose employing a contractor and enforcing or attempting to enforce the observance of the covenants on the part of any occupants of any of the Units.
16. Employing qualified accountant for the purpose of auditing the accounts in respect of the Common Expenses and the Maintenance Charges certifying the total amount thereof for the period to which the account relates.
17. Complying with the requirements and directions of any competent authority and with the provisions of all statutes and all regulations orders and bye-laws made thereunder relating to the Building excepting those which are the responsibility of the owner/occupier of any Units or of the Seller.
18. Insurance of fire fighting appliances and other equipments for common use and maintenance renewal and insurance of the common television aerials and such other equipment as the Seller or the Holding Organization may from time to time consider necessary for the carrying out of the acts and things mentioned in this Schedule.
19. Administering the management of the staff, and complying with all relevant statutes and regulations and orders thereunder and employing suitable persons or firms to deal with these matters.
20. The provision for maintenance and renewal of any other equipment and the provision of any other service, which in the opinion of the FMC/Holding Organization, it is reasonable to provide.
21. In such time to be fixed annually as shall be estimated by the Holding Organization (whose decision shall be final) to provide a reserve fund for items

of expenditure referred to this Schedule, to be or expected to be incurred at any time. Such reserve fund shall be kept in separate account and the interest thereon or income therefrom shall be held by the Holding Organization for the owners of the Units, and shall only be applied in accordance with the unanimous or majority decision of the members of the Holding Organization and in accordance with the terms of this Schedule.

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

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

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