

## *Agreement for Sale*

1. **Date:** \_\_\_\_\_
2. **Nature of document:** *Agreement for Sale.*
3. **Parties:** Collectively the following, which will include their respective successors-in-interest:

**3.1 Vendor: Trimurti Grihanirman Private Limited**, a company within the meaning of the Companies Act, 1956 having its registered office at 1, Garstin Place, Kolkata 700 001 and Income Tax PAN AADCT0482H of the **One Part** being represented by its authorized signatory Viajy Narayan Rathi, son of Late Satya Narayan Rathi, by occupation service and residing at 671, Block-A, Lake Town, Kolkata-700 089.

**3.2 Purchaser:** The following by religion Muslim/~~Hindu~~, Indian National and residing at Vill- Keja, P.O- Amadpur, P.S- Memari, Dist- Burdwan-713154 of the **Other Part:**

**3.2.1 Purchaser : FIROZ AHAMMED**, son of Late Kudrat Elahi, by occupation **Service** and having PAN : **AEKPA0791C**.

**3.2.2 Purchaser : JARIN AKTAR BISWAS**, wife of Firoz Ahammed by occupation **Housewife** and having PAN : **AOYPB9404M**

**4. Subject matter:** The "**Composite Unit**" mentioned in Clause 6.1 and described in **Schedule-I**.

**5. Background:**

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

5.2 The Vendor is the owner of the "**Premises**" described in **Part-I** of **Schedule-B** and bordered '**Red**' in the annexed **Site Plan**. The devolution of title of the Vendor to the Premises is mentioned in **Schedule-A**.

5.3 The Vendor decided to develop (hereafter the "**Project**") a portion of the Premises measuring about 6259.932 Square Metre, which portion is described in **Part-II** of **Schedule-B** and bordered '**Blue**' in the annexed **Site Plan** (hereafter the "**Developed Premises**"). It was envisaged that the

Project would consist of several multistoried buildings (hereafter the "**Towers**"), named '**ORBIT ASHWA**' (hereafter the "**Complex**") and each Tower would have several separately occupiable residential units (hereafter the "**Flats**").

5.4 The Vendor had submitted a plan (hereafter the "**Plan**") for the Complex to the Kolkata Municipal Corporation (hereafter the "**KMC**") for constructing three Towers having one common basement (hereafter the "**Basement**"), all the Towers together having certain common portions (hereafter the "**Common Portions**") solely for the use and enjoyment of the occupiers of the entire Complex. The KMC has sanctioned & permitted construction in accordance with the Sanction Plan by its Permit No. 2013090083 dated 20<sup>th</sup> December, 2013 (hereafter the "**Sanctioned Plan**")

6. Coming to learn about the Project and, after satisfying itself independently about the right, title & interest of the Vendor to the Premises and the Plan as sanctioned by the KMC, the Purchaser approached the Vendor to purchase the Composite Unit and the Vendor has agreed to do so on the terms and conditions herein contained.

7. **Now it is agreed:**

6.1 **Agreement:** Upon the Purchaser paying the "**Price**" mentioned in **Part-I** of **Schedule-G** and the "**Extras & Deposits**" mentioned in **Schedule-H**, as also performing and complying with the obligations hereafter mentioned, the Vendor shall sell to the Purchaser and the Purchaser shall purchase the Composite Unit described in **Schedule-I** being collectively the following:

6.1.1 The "**Apartment**" being the Flat described in **Part-I** of **Schedule-I** in the particular Tower, also mentioned in **Part-I** of **Schedule-I**.

6.1.2 The "**Parking Space**" being the right to park such number of car/s and/or two-wheeler/s in the Basement/Ground Floor-covered/open

space(s) as specified in **Part-II** of **Schedule-I** the exact location(s) whereof will be allocated by the Vendor at its discretion prior to completion of the Complex and which may be of 'stack parking' and/or 'multi level' type.

6.1.3 The "Land Share" being the variable proportionate, undivided, indivisible and singly non-transferable share in the land comprised in the Developed Premises.

6.1.4 The "**Common Portions Share**" being the variable, proportionate, undivided, indivisible and singly non-transferable share in the Common Portions as mentioned in **Part-I** of **Schedule-C**.

6.1.5 The term *proportionate* shall mean the proportion the Area of the Apartment mentioned in **Part-I** of **Schedule-I** (hereafter the "**Apartment Area**") will bear to the aggregate of the Areas of all the Flats in the Complex.

**6.2 Payments:** The Purchaser shall pay the Price and the Extras & Deposits (collectively the "**Total Payable Amount**"), for purchasing the Composite Unit, which are:

**6.2.1 Price:** The amount mentioned in **Part-I** of **Schedule-G** in the phased manner (hereafter the "**Installments**") as mentioned in **Part-II** of **Schedule-G**, the first whereof, as mentioned in **Part-III** of **Schedule-G**, has been paid by the Purchaser at or before execution hereof and the receipt whereof the Vendor hereby confirms, admits and acknowledges. The Price will however be subject to increase or decrease, in the event the Apartment Area mentioned in Part I of Schedule I is more or less as found upon final measurement upon completion and the report of the Architect in this regard will be final and binding upon the parties.

**6.2.2 Extras & Deposits:** Unless specified, such amounts as be determined by the Vendor for the purposes as mentioned in **Schedule-H**.

**6.3 Taxes & Levies:** The Purchaser shall pay all rates, taxes, duty, fees and levies, including without limitation Service Tax, that are now payable or henceforth become payable under any existing statute or any new statute that may hereafter be enacted on all or any of the Price, Extras or Deposits.

**6.4 Super Built Up and Built up Area:** For the Purpose of this Agreement:

**6.4.1 Super built Up Area:** The Super Built Up area shall, according to its context, mean the plinth area of a Flat, including the bathrooms, balconies, thickness of the outer walls, internal walls and pillars, and also include a proportionate share of the Common Portions which includes the staircase(s), landings, staircase cabins, lifts, lift wall and lift machine rooms, meter rooms, overhead and underground reservoirs, septic tanks, gymnasium, indoor games rooms, community hall, swimming pool, lounge, association/company office, caretaker room and toilet etc. The Super Built Up Area of a Flat shall be computed by adding the mutually agreed fixed percentage of 37% (thirty-seven percent) to its Built Up/Covered Area and the Common Expenses mentioned in **Part-IV** of **Schedule-D** shall be payable on the basis of the Super Built Up Area and the Purchaser undertakes not to make any objection and/or claims demands with regard thereto in any manner whatsoever and howsoever including such portions of roof that are for common use and enjoyment.

**6.4.2 Built Up/Covered Area:** The Built Up/Covered Area in relation to a Flat shall mean its plinth area, including the areas of its bathrooms, balconies, terraces, if any, the thickness of the walls, both external and internal, the columns and pillars therein, provided that, if any wall, column or pillar be common between any two Flats, then  $\frac{1}{2}$  (one half) of

the area under such wall, column or pillar shall be included in the concerned Flat, and the same has been agreed to be equivalent to 73% (seventy three percent) of the Super Built Up Area.

- 6.5 Architects:** The Complex will be constructed in accordance with the Specifications mentioned in **Schedule-F** and the detailed designs of M/s Architect Hafeez Contractor of Mumbai, who shall be the main architect for the Project. M/s S.D.B. Architect of Kolkata will be the associate architect for the Project. The Specifications may be varied if so advised by any of the Architects and the Vendor shall have the right at its sole discretion to change any of the Architects at any point of time.
- 6.6 Alteration of Plan:** The Vendor shall be absolutely entitled to alter, modify add floors and/or areas thereto in the Plan without any recourse whatsoever to the Purchaser or its consent without however materially affecting the internal plan of the Apartment. No claims or objection shall be raised by the Purchaser in this regard at any time in any manner whatsoever.
- 6.7 Outer Elevation:** The Purchaser shall not be entitled to or any of the other purchasers of Flats (hereafter collectively the "**Co-owners**") to do anything whereby the outer appearance of the Towers or enjoyment by any of the Co-Owners of the Common Portions is prejudicially affected.
- 6.8 Vendor deemed Co-Owner:** The Vendor shall, for all purposes under this Agreement, be deemed to be a Co-Owner for the Flats and Parking Spaces not sold by it.
- 6.9 Declaration of the Purchaser:** The Purchaser hereby declares that it has independently examined, enquired and verified or caused to be examined, enquired and verified, inter alia, the title of the Vendor to the Premises, the Plan, all areas including the Apartment Area and the Specifications and, after being fully satisfied about these, it is entering into this Agreement and

it further hereby undertakes not to ever raise any objection of whatsoever nature or kind in these regards.

**6.10 Completion Time:** Constructing, finishing and making the Composite Unit internally habitable and providing reasonable ingress thereto and egress there from together with temporary or permanent water drainage, sewerage and electricity connections and lift facility/connections as per the Specification given in the **Schedule-F** below, the decision of the Architect in this regard being final and binding and the Parking Space, shall be done by the Vendor within 12 (twelve) months from the date hereof subject to Circumstances Of Force Majeure (defined in Clause 6.21 below) and/or reasons beyond the reasonable control of the Vendor (hereafter the "**Completion Time**"). The Vendor shall neither incur any liability nor be held liable for claim of any amount by the Purchaser, if the Vendor is unable to deliver possession of the Composite Unit And Appurtenances within the Completion Time due to Circumstances of Force Majeure (defined in Clause 6.21 below) or for reasons beyond the control of the Vendor or for or on account of (a) delay on the part of the Purchaser in making payments and (b) any other reasonable cause beyond control of the Vendor. Whether the delay is caused due to a reasonable cause or not, shall be decided by the Architect whose decision shall be final and conclusive upon the Parties. In no event shall the Purchaser be entitled to claim any amount from the Vendor on account of consequential losses and damages or otherwise if the Composite Unit is not completed within the Completion Time.

**6.11 Possession Notice and Date of Possession:** The Vendor shall give notice to the Purchaser offering possession (Possession Notice) and the Purchaser shall, within 15 (fifteen) days from the date of the Possession Notice, take physical possession of the Appurtenances (Date of Possession), after payment of all amounts due and payable towards Consideration, Extras, Deposits and any other sum payable in terms of and also after fulfilling all

obligations required to be complied with and/or performed on the part of the Purchaser in pursuance of this Agreement or otherwise required by law. In this regard it is clearly understood and agreed by the Purchaser that all the above conditions will be condition precedent to the Purchaser taking possession of the Composite Unit. However, the Vendor, as a result of any contingency arising, reserves the right to alter or vary the terms and conditions herein or if the circumstances so warrant, the Vendor may suspend the fulfillment of its obligations for such period as it may consider expedient and the Purchaser agree not to claim compensation of any nature whatsoever for the period of such suspension.

**6.12 Deemed Possession:** The Purchaser shall, unless the Purchaser take possession in the manner mentioned in Clause 6.11 above, be deemed to have taken possession of the Composite Unit and Appurtenances on the Date of Possession, irrespective of when the Purchaser takes actual physical possession. Date of Possession shall thus mean the Purchasers take actual physical possession of the Composite Unit And Appurtenances or the 15<sup>th</sup> day of the date of the Possession Notice, whichever is earlier. In case the deeming provision comes into force, the Purchaser confirms that the Purchaser shall not claim to be in physical possession of the Composite Unit And Appurtenances but nevertheless shall become liable to pay all outgoings relating to the Composite Unit And Appurtenances and physical possession of the Composite Unit and Appurtenances shall be received by the Purchaser only upon clearing all dues and performing all obligations under this Agreement. No right, title and/or interest shall be deemed to have accrued to the Purchaser during Deemed Possession.

**6.13 Possession before Completion of Common Portions:** It shall not be obligatory for the Vendor to complete the Common Portions in all respects before giving the Possession Notice offering possession of the Composite Unit. Upon completion of only the Composite Unit and obtaining



occupancy and/or partial occupancy certificate from KMC in respect thereof, the Vendor may offer possession of the Composite Unit to the Purchaser and the Purchaser shall be bound to accept such offer.

**6.14 Complete Satisfaction on Possession:** On the Date of Possession, the Purchaser shall be deemed to be completely satisfied with all aspects of the Composite Unit And Appurtenances, including the measurement of the Composite Unit And Appurtenances, with regard to which the Purchaser accepts that the decision of the Vendor to be final and binding. In case of any complaint regarding any defect in the Composite Unit and Appurtenances, the same shall be brought to the notice of the Vendor within 7 (seven) days from the Date Of Possession (as detailed in Clauses 6.11 and 6.12 above) and the Vendor shall rectify such as directed by the Architect, whose decision in this regard shall be final and binding on the Parties and thereafter no further complaint will be entertained from the Purchaser. With effect from the Date of Possession or the date of expiry of the period specified in the Possession Notice whichever is earlier, the Purchaser shall be (1) deemed to have fully satisfied themselves regarding the construction, specifications, all its areas including without limitation its built-up and super built-up areas, amenities, facilities, workmanship materials used, structural stability and completion of the Composite Unit in all manner and shall not thereafter be entitled to raise any objection or make any claim regarding the same and (2) liable to pay Maintenance Charges (defined in Clause 6.17.2 below)

**6.15 Registration:** The Purchaser shall fulfill all its obligations and make all payments hereunder and have the registration of the Conveyance in respect of the Composite Unit completed within 30 (thirty) days of the Possession Date. In the event the Purchaser fails to do so, the Vendor shall become entitled to damages of Rs. 500/- per day for each day of delay and the Purchaser shall solely remain liable for all consequential consequences

arising therefrom and keep the Vendor saved, harmless and indemnified in all manner whatsoever.

**6.16 Bar to Objection:** The Purchaser shall not raise any objection or make any claim whatsoever regarding the construction, completion or the Apartment Area etc. after the Possession Date in any manner and/or under any ground whatsoever and all its rights shall stand relinquished absolutely.

**6.17 Maintenance and Management:** For the Maintenance and Management of the Complex:

**6.17.1 Association:** The Vendor will have maintenance body or an association or a syndicate, or a committee, or a body corporate of the Co-owners or a company under the Companies Act, 2013 formed and the management and maintenance (hereafter the "**Maintenance**") of the Common Portions and collection and disbursement of the Common Expenses will vest with the Association.

**6.17.2 Maintenance Charge:** On and from the Possession Date, and irrespective of whether the Purchaser has taken actual physical possession of the Apartment or not, the Purchaser shall become liable to bear and pay the proportionate share of the Common Expenses plus an additional 20% (twenty percent) as cost of remuneration of its staff looking after the maintenance of the Towers within 7 (seven) days of being called upon to pay the same, until the maintenance is handed over to the Association. However, for the first three months from the Occupancy Certificate Date no maintenance charge will be charged.

**6.17.3 Tax Charges:** Till such time the Purchaser does not have the Composite Unit separately mutated in its name with all the concerned authorities, it will pay the proportionate share of the Rates & Taxes mentioned in **Part-V of Schedule-D**. If there be any addition to the Rates & Taxes due to anything done by the Purchaser in respect of the Apartment,

viz., any additional fittings, special construction and facilities and/or renting it out, such addition shall be borne and paid exclusively by the Purchaser over and above the Tax Charges.

**6.18 Obligations regarding Charges:** The Purchaser shall abide by all rules and regulations mentioned in Part 4 of Schedule D regarding the usage of the Common Portions and pay the Maintenance Charges and the Taxes Charges within the 7<sup>th</sup> day of the month for which the same be payable.

**6.19 Rights and obligations of the Vendor:**

**6.19.1 Sale:** The Purchaser paying the Total Payable Amount within the scheduled time mentioned herein, complying with and performing all its obligations hereunder, the Vendor shall sell and convey the Composite Unit to the Purchaser free from all encumbrances but subject to and also together with the usual covenants and easements in flat sales on ownership basis.

**6.19.2 Encumber:** The Vendor has taken Bank loan for the purpose of implementation and execution of the Project and created a mortgage in respect of the Premises, but shall remove such encumbrance, so far as the Composite Unit is concerned, before handing over its possession.

**6.19.3 Additional Constructions:** At all material times the Vendor shall have the right to make such additional constructions by adding other floors to the Towers and/or other buildings including the Retained Area in the manner it may deem fit and proper. The Purchaser and the Co-Owners shall not raise any objection of whatsoever nature or kind for such constructions and the consent of the Purchaser, if any be necessary for such Additional Construction, shall be deemed to have been hereby given. In case the floors are increased then the present floors will be changed in accordance with the sanction from the Kolkata Municipal Corporation.

**6.19.4 Common Portion:** The Vendor shall in its absolute discretion be entitled to make such modifications and/or changes in the Common Portions without any reference to the Purchaser or any of the Co-Owners.

**6.19.5 Changes:** The Vendor shall be entitled to make such changes, modifications, additions, alterations and/or variations regarding the construction as may be deemed necessary or required by any authority, including the KMC, without the requirement of taking any formal consent from the Purchaser in this regard and, for this purpose, the Purchaser will be deemed to have hereby consented and authorised the Vendor.

**6.19.6 Installations:** The Vendor shall have the exclusive right to install or have set up communication towers VSAT, dish or other antennas for mobile phones or any other communication or satellite system within the Developed Premises or on the roof of the Tower as also grant or assign such rights to third parties including without limitation signage etc at suitable places without any objection from the Purchaser, any of the Co-Owners or the Association, the charges for setting up these and the running costs whereof shall however be borne by or through the Vendor.

**6.20 Rights and obligations of the Purchaser:** The Purchaser shall:

**6.20.1 Payments:** Pay the Installments, the Extras and the Deposits within the due dates of payments thereof, time for the payments whereof shall be the essence of this Agreement.

**6.20.2 Obstruct construction:** Not do anything which may delay or hinder the execution and completion of the Project in any manner whatsoever or enter into the Developed Premises or any part or portion of the Complex without first obtaining the permission of the

Vendor, which permission however shall not be unreasonably refused.

- 6.20.3 Claim Possession:** Not claim any right in respect of any part or portion of the Developed Premises till actual physical possession of the Flat and the Parking Spaces are handed over to the Purchaser.
- 6.20.4 Common Portion:** Not have any claim, financial or otherwise, against the Vendor in the event the Vendor makes any modification and/or changes in the Common Portions as envisaged in Clause 6.19.3 above.
- 6.20.5 Obstruct Vendor's rights:** Not obstruct or object to the exercise of any of the rights of the Vendor under this Agreement in any manner.
- 6.20.6 Assignment:** Not assign, transfer or alienate its rights herein until completion of sale without the prior written consent of the Vendor, which consent shall not be unreasonably refused *provided however* for granting such permission the Vendor shall take a fee of Rs. 50,000/- (Rupees fifty thousand) for the first assignment and for each subsequent assignment, if any, 1% (one percent) of the amount it will then be sold *provided further* that no such fee will be charged in case of assignment to spouse, children or parents.
- 6.20.7 Loan:** Be at liberty to obtain loan for purchasing the Composite Unit, subject to the terms of this Agreement, and for that purpose mortgage, charge or encumber the Composite Unit in favour of any Financing Institution *provided however* all payments are made directly to the Vendor in adjustment of the Total Payable Amount and further that the Vendor shall not have any liability to such Financing Institution in any manner whatsoever.

- 6.20.8 Exclusive Interest:** Not claim any exclusive interest or right in any portion or portion of the Tower, Complex or the Developed Premises, save the Apartment and the Parking Space.
- 6.20.9 Payment of utilities:** Pay for electricity and other utilities consumed in or relating to the Apartment and proportionately for the Common Portions mentioned in **Schedule-C**.
- 6.20.10 Usage:** Use the Apartment quietly and peaceably, without causing any disturbance to the other Co-Owners, not for any illegal or immoral activities and only for residential purpose.
- 6.20.11 Abidance:** Abide by the Purchaser's Covenants mentioned in **Schedule-D** and follow the conditions contained in the Easements mentioned in **Schedule-E** while using and occupying the Apartment and the Parking Space.
- 6.20.12 Observance:** Observe and comply with such other covenants as be deemed reasonable by the Vendor and/or the Association, as the case may be, and not to raise any objection in relation thereto in any manner whatsoever.
- 6.21 Force Majeure:** Force Majeure shall mean and include natural calamities, acts of God, floods, earthquakes, riots, wars, storms, cyclones, tempests, fire, civil commotion, civil wars, air raids, general strikes, lock outs, transport strikes, shortage or non-availability of construction materials, acquisitions, requisitions, notices or prohibitory orders from the Kolkata Municipal Corporation or any other statutory body or any Court, government actions or regulations, new and/or changes in municipal or other rules, laws or policies effecting or likely to effect the Project and/or any reasons/circumstances beyond the control of the Vendor. In case there be any delay in fulfilling the obligations of the Vendor hereunder due to any reason of force majeure then it shall not be liable to pay any

interest and/or damages and the period of delay shall be deemed to have been waived.

**6.22 Cancellation by the Purchaser:** In the event the Purchaser opts to cancel this Agreement, then the Vendor shall be entitled to adjust an amount equal to 10% (ten percent) of the total amount paid by the Purchaser till the time of such calculation and refund the remainder to the Purchaser within 120 (one hundred and twenty) days of such cancellation without any interest thereon. Further, the Rates & Taxes, if any, paid by the Purchaser till such cancellation shall also not be refunded by the Vendor to the Purchaser.

**6.23 Default of the Purchaser:** In the event the Purchaser (i) fails to perform or comply with any of the terms, conditions, covenants, undertakings, stipulations, restrictions, prohibitions and/or obligations of the Purchaser herein or (ii) fails to make payment of the Price or any of the other amounts payable by it to the Vendor in terms of this Agreement, the Purchaser shall be deemed to be in default. In such an event the Vendor shall, at its sole discretion, have the option to either (a) cancel and/or rescind this Agreement whereupon the Vendor shall refund to the Purchaser all payments received by it till the date of such cancellation or rescission without any interest after deducting 10% (ten percent) therefrom but the payments made by the Purchaser, if any, for up-gradation and the Rates & Taxes, if any paid, shall be not be refunded or (b) where the default is delay of any payment due under this Agreement and the Vendor opts not to cancel the Agreement, then the Purchaser shall become liable to pay interest @ 2% (two percent) per month compounded monthly for the period of delay on all amounts due and outstanding calculated from the due date of the payment till the date of payment. However, if the Purchaser fails, neglects and/or refuses to pay the default amount and the interest thereon within 6 (six) months from the date the payments fall due, the Vendor may opt to cancel and/or rescind this Agreement in the manner elaborated above.

- 6.24 Default of the Vendor:** In case the Purchaser fulfills all its obligations hereunder but the Vendor fails to complete and deliver possession of the Composite Unit to the Purchaser within the Completion Date, Force Majeure conditions excepted, then and in such an event, the Purchaser shall have the option to terminate this Agreement and obtain refund of all amounts paid by it without any interest within 120 (one hundred and twenty) days of the termination. If the Purchaser does not exercise its option to terminate this Agreement, it will become entitled to interest at the rate of 15% (fifteen percent) per annum for the period of delay on the amount paid by it till such time the Composite Unit is delivered to it. Save as aforesaid, the Purchaser shall not make any other claim of whatsoever nature or kind or in any manner obstruct the construction and execution and completion of the Project or any of the Flats and/or the Parking Spaces and/or the sale, conveyance, transfer of any part thereof.
- 6.25 Stamp Duty:** The Purchaser shall pay the entire Stamp Duty, Registration Fee and all other taxes, fees, duties, levies, service charges or penalties, if any, payable for this Agreement. If the Purchaser wants to have this Agreement registered, the Vendor shall make themselves available for admitting execution of this Agreement before the concerned Registrar.
- 6.26 Amendments:** No amendment or modification of this Agreement or any part hereof shall be valid or effective unless it is by an instrument in writing executed by both the Parties and expressly referring to the relevant provisions of this Agreement.
- 6.27 Notice:** All notices shall conclusively be deemed to be served on the 4<sup>th</sup> day from the day it is sent by Registered Post with A/D to the addresses herein or the one notified in writing to each other.



**6.28 Non-Waiver:** Non-enforcement of any of the rights of the Vendor at any point of time shall not be construed that such right has been waived by it for the later part of continuance of this Agreement.

**6.29 Words in headings & Bracket:** The words used in bold in the headings of any Clause or Sub-clause or within brackets herein have the meaning assigned to them in such Clause, Sub-clause or bracket, unless contrary to or repugnant to the context.

**6.30 Entire Agreement:** This Agreement contains and records all the terms and conditions agreed by and between the Parties and supersedes without limitation all advertisements, brochures, leaflets, understandings or arrangements if any previous hereto, both oral and in writing.

**8. Arbitration:** All disputes between the Parties relating to this Agreement shall be referred to arbitration by a single arbitrator (hereafter the "**Tribunal**") to be appointed by the Advocates. None of the Parties shall raise any objection of bias regarding this appointment even if the person appointed is a partner or associate of the Advocates. The language of the arbitration shall be English, it will be held in Kolkata and in accordance with the Arbitration & Conciliation Act, 1996 and/or any re-enactment or modification thereof. The Tribunal may proceed summarily having powers to give interim orders, which and its Award shall be final and binding upon the Parties. The Purchaser shall not commence legal proceedings or have any Receiver appointed over the Apartment and Appurtenances and/or the said Tower and/or Complex and/or Said Premises without first referring the matter to the arbitration and till the arbitral Tribunal have given its award.

## **9. Jurisdiction**

**8.1 District Court and High Court:** In connection with the aforesaid arbitration proceeding, only the District Judge, South 24 Parganas District and the High

Court at Calcutta shall have jurisdiction to entertain and try all actions and proceedings.

## 10. Notice

9.1 **Mode of Service:** Notices under this Agreement shall be served by messenger or registered post/speed post with acknowledgement due at the above mentioned address of the parties, unless the address is changed by prior intimation in writing. Such service shall be deemed to have been effected (1) on the date of delivery if sent by messenger and (2) on the 4<sup>th</sup> day of handing over of the cover to the postal authorities, if sent by registered post/speed post, irrespective of refusal to accept service by the Parties.

### **Schedule-A** **(Devolution of Title of the Vendor)**

1. At all material time one Late Pratap Chandra Bhanj Deo (hereafter "**Pratap**"), was, inter alia, the owner several properties (hereafter the "**Pratap Estate**") including the "**Property**" described in **Schedule-B**.
2. Pratap died intestate on 16<sup>th</sup> July 1968, leaving behind him surviving his widow Prem Kumari Devi, daughter Pratibha Manjari Devi and two sons Pradeep Chandra Bhanj Deo (hereafter "**Pradeep**") and Swaroop Chandra Bhanj Deo (hereafter "**Swaroop**") (hereafter collectively the "**Pratap Heirs**").
3. By a Deed of Settlement dated 3<sup>rd</sup> December, 1970, (hereafter the "**Settlement Deed**"), the Pratap Heirs had divided the Pratap Estate among themselves by which, inter-alia, the Property was allotted to Pradeep.
4. A partition suit being Title Suit No. 16 of 1987 was thereafter filed before the Second Court of the Subordinate Judge at Alipore mainly about a property situate at 3, Rainy Park, Kolkata (hereafter the "**Rainy Park Property**"). This Suit was not proceeded with and was dismissed on 28<sup>th</sup> January, 2003.

5. Pradeep died intestate on 16<sup>th</sup> September, 2000 leaving behind him surviving (hereafter collectively the "**Pradeep Heirs**") his widow Rajmata Bharati Rajya Lakshmi Bhanj Deo, a son Praveen Chandra Bhanj Deo, two daughters Maharani Padma Manjari Devi and Smt. Sneha Manjari Rana and the heirs of a pre-deceased daughter Prabha Manjari Devi namely her husband Brigadier Toran Jung Bahadur Singh, her son Avik Jung Bahadur Singh, and her two daughters Amrit Manjari Singh and Aradhana Manjari Singh.
6. Many of the original Pratap Heirs had also expired in the mean time and by an agreement dated 13<sup>th</sup> September, 2004 (hereafter the "**Agreement**") the Pratap Heirs and/or their successors-in-interest had, inter-alia, agreed on the terms of division of the Rainy Park Property and had further agreed that the divisions of the others of the Pratap Estate would be in accordance with the Settlement Deed.
7. By a Deed of Conveyance dated 5<sup>th</sup> July, 2005, registered with the Sub-ADSR-II, Alipur, South 24-Paraganas in Book No. I, Being Deed No. 04326 for the year 2005, the Pratap Heirs and/or their successors-in-interest had sold the Rainy Park Property in which they had acknowledged the Agreement and thus the division of the other properties of the Pratap Estate by the Settlement Deed was confirmed.
8. By several lease deeds, the Property had been rented out to one Steel & Allied Products Limited (hereafter the "**Company**"). The Company had taken a loan (hereafter the "**Loan Amount**") from M/s Industrial Finance Corporation of India (hereafter the "**Corporation**"). Because of its inability to pay the Loan Amount, the Corporation had filed an application under section 30 of the Industrial Finance Corporation Act, 1948 before the Hon'ble High Court at Calcutta being AIFC No. 198 of 1983 (hereafter the "**Litigation**").
9. By an order dated 9<sup>th</sup> April, 2008 passed by the Hon'ble Justice Sanjib Banerjee, the Joint Receivers appointed in the Litigation were, inter-alia, directed to hand

over possession of the Property to the Pradeep Heirs after selling the plant and machinery of the Company thereat.

10. By another order dated 25<sup>th</sup> September, 2008 passed by the Hon'ble Justice Patherya, the Joint Receivers appointed in the Litigation were, inter-alia, directed to hand over possession of the Property to the Pradeep Heirs inasmuch as the plant and machinery of the Company thereat had been sold.
11. Thereafter, on 27<sup>th</sup> October, 2008 the Learned Joint Receivers appointed in the Litigation had handed over peaceful and vacant possession of the Property to the Pradeep Heirs.
12. By and under an MOU dated 2<sup>nd</sup> January, 2008 (hereafter the "**MOU**"), the Pradeep Heirs had agreed to sell the Property to one Orbit Projects Private Limited (hereafter "**Orbit Projects**").
13. By a Transfer Agreement dated 17<sup>th</sup> March, 2009, Orbit Projects had transferred all its right, title and interest in the MOU in favour of the Vendor, which transfer was confirmed by the Pradeep Heirs and they had agreed to convey the Property in favour of the Vendor.
14. By a Conveyance dated 18<sup>th</sup> January, 2010 registered with the A.D.S.R. Alipore in Book No. I, CD Volume No. 1, Pages 4563 to 4579, Being No. 00244 for the year 2010, the Pradeep Heirs had sold the Property to the Vendor and this sale was confirmed by Orbit Projects.
15. Inasmuch as the Property is a corner plot, for sanctioning of the plan for construction thereon, a portion of it had to be gifted to the Kolkata Municipal Corporation. Some other portions of the Property have been encroached upon. After such gift and encroachment, the area of the Property currently is 6653 Square Meters more or less.

**Schedule-B****Part-I**  
[The "Premises"]

The plot of land originally measuring about 100 Katthas and now measuring 6653 Square Meters more or less being Municipal Premises No. 2/1 Hussain Shah Road, Kolkata-700 023, within Ward No. 78 of the Kolkata Municipal Corporation, P.S. Ekbalpur, District 24-Parganas (South), bordered 'Red' in the annexed Site Plan butted and bounded as follows:

**On the North :** Government land being Premises No. 7, Mayur Bhanj Road.

**On the East :** Mominpore Road.

**On the South :** Hussain Shah Road.

**On the West :** Mayur Bhanj Lane.

**Part-II**

## [The "Developed Premises"]

The portion of the Premises described in **Part-I** of **Schedule-B** measuring about 6653 Square Meters more or less, bordered 'Blue' in the annexed **Site Plan** and butted and bounded as follows:

**On the North :** Government land being Premises No. 7, Mayur Bhanj Road.

**On the East :** Mominpore Road.

**On the South :** Hussain Shah Road.

**On the West :** The remainder of the Premises and Mayur Bhanj Lane.

## **Schedule-C** **[Common Portions]**

1. **Areas:**
  - 1.1 Lobbies, stair cases and lifts.
  - 1.2 Stair Head Room, Lift Machine Room, Lift Well.
  - 1.3 Only Such portion of the roof to be demarcated by the Vendor in its sole discretion.
  - 1.4 Gymnasium.
  - 1.5 Children play area.
2. **Water and plumbing:**
  - 2.1 Overhead and underground water reservoirs.
  - 2.2 Water pipes (save those inside any apartment).
3. **Electrical Installations:**
  - 3.1 Wiring and accessories for lighting of Common Areas in the Tower.
  - 3.2 Lift and lift machinery.
  - 3.3 Meter Room/Installations
4. The Community Hall.
5. Indoor Games room.
6. Swimming Pool, changing areas and open decks.
7. Open pathways.

8. All gates to the Premises.
9. Drains, sewers, septic tank/s and their connection with the KMC.
10. Electric transformer/s.
11. Electric cables.
12. Tubewell /s if any.
13. All external lighting.
14. Diesel Generating Set/s.
15. Pumps and motors.
16. Boundary Walls
17. Fire Fighting Equipments
18. Cable Wires for Cable T.V.

**Schedule-D**  
**[Purchaser's Covenants]**

**Part-I**  
**(Specific Covenants)**

1. The Purchaser shall not:
  - 1.1 Injure, harm, encroach or damage the Common Portions, any of the other Flats or any part or portions thereof by making any alterations or withdrawing any support or otherwise.
  - 1.2 Throw or accumulate or cause to be thrown or accumulated any dust, rubbish or other refuse in the Common Portions, save at the places earmarked therefor by the Association.
  - 1.3 Place or cause to be placed any article or object in the Common Portions.

- 1.4 Do or permit anything to be done which is likely to cause nuisance or annoyance to the occupants of the other Flats and/or the adjoining Complex.
- 1.5 Use or allow the Apartment or any part thereof to be used for any club, meeting, conference hall, school, clinic, nursing home, hospital, Guest house, boarding/lodging house, hotel, catering place, restaurant or other public purpose or non residential purpose without approval.
- 1.6 Use the Parking Space, if any, for any purpose other than for parking of cars/two wheelers.
- 1.7 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 save at the places provided or approved therefor provided that this shall not prevent the Purchaser from displaying a small and decent name-plate outside the main door of the Apartment.
- 1.8 Keep, store, carry on or cause to be carried on any offensive, combustible, obnoxious, hazardous or dangerous articles in the Apartment or the Common Portions as may be injurious or obnoxious to owners/occupiers of the Complex.
- 1.9 Affix or draw any wire, cable, pipe from, to or through any Common Portions or outside walls of the Tower or other parts of the Complex, without approval and in the event any wires are drawn directly to the Apartment from the road or anywhere else, all responsibility will solely be that of the Purchaser.
- 1.10 Affix or change the design or the place of the grills, the windows or the main door of the Apartment without written approval of the Vendor or the Association, as the case may be, first had and obtained.



- 1.11 Alter any portion, elevation or colour scheme of the Tower or any of the Common Portions.
  - 1.12 Restrict any of the owners/occupiers of the other Apartments the full and unrestricted enjoyment of the Easements described in **Schedule-E**.
  - 1.13 Question the quantum of any amount levied upon and to be paid by the Purchaser on any account herein.
  - 1.14 Partition the Apartment.
2. The Purchaser shall:
- 2.1 Pay the proportionate Common Expenses mentioned in **Part-IV** of this Schedule and also the respective shares of Maintenance Charges, levies, taxes and all other outgoings related to the Composite Unit, the Tower and the Complex within 7 (seven) days of being called upon to do so.
  - 2.2 Observe, perform and comply with the conditions mentioned in other parts of this Schedule and as may be modified by the Vendor from time to time.
  - 2.3 Keep the Apartment, the Parking Space, if any, and every part thereof and all fixtures and fittings therein or exclusive thereto properly painted and in good repairs and in a neat and clean condition and in a decent and respectable manner.
  - 2.4 Use the Apartment, the Parking Space, if any, and the Common Portions carefully, peacefully and quietly and only for the purpose for which it is meant unless otherwise approved.
  - 2.5 Install air conditioners and their water outlets only in the designated spaces as decided by the Architect and as per the drawings of the Vendor.
  - 2.6 Use the Common Portions only for the purpose of ingress or egress, and for no other purpose whatsoever.

- 2.7 Sign such forms, give such authorities and render such co-operation as may be required by the Association for common purposes and/or in the common interest and/or in way in pursuance thereof.

**Part-II**  
**[Association]**

1. All the Co-Owners, including the Purchaser shall compulsorily become members of the Association (defined in Clause 6.17.1)
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 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.
4. The Purchaser shall accept, without any objection of any nature whatsoever, the rules and regulations as mentioned herein and/or of the Association (hereafter the "**Rules**").
5. The Purchaser shall:
  - 5.1 Diligently observe, perform and abide by the Rules.
  - 5.2 Co-operate with the Association in all respects 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 the Vendor will manage and maintain the Complex. The Vendor shall nominate the first Committee of the Association and will hand over the charge of maintenance to the Association after six months.
2. All deposits, payments for common purposes, taxes and all other outgoings shall be made to the Association, which shall be held by the Association in trust for the Co-owners.
3. 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**").
4. The Co-Owners may change, alter, add to or modify the Rules of the Association and frame rules, regulations and/or bye-laws for the Common Purposes and quiet and peaceful enjoyment of the Co-owners and for their mutual benefit.
5. 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.
6. The Deposits with the Vendor shall be made over to the Association by the Vendor in due course, 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.

7. The Association shall pay all rates, taxes and outgoings, including those for insurance, (hereafter the "**Outgoings**") for the Tower and the Complex, which are not separately charged or assessed or levied on the Co-owners.
8. 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.
9. The Purchaser shall make all deposits and/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.
10. The Purchaser and or Association shall get its name replaced in all licenses such as fire, lift and pollution etc. and shall be responsible and liable with respect thereto and from the date of handover of the maintenance to the Association. The Vendors shall not be responsible with respect thereto in any manner whatsoever and the Purchaser, Association and each of them jointly and/or severally shall keep the Vendor its agents, officers etc. saved, harmless and indemnified with respect thereto in all manner whatsoever including all liabilities, consequences etc.

#### **Part-IV**

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

1. **Maintenance:** All expenses of any nature whatsoever including 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, the Complex and the Common Portions against fire, earthquake, etc.
6. **Fire Fighting:** Cost of operating and maintaining the fire fighting equipments and personnel including costs of renewal of N.O. C. from the West Bengal Fire Service as and when necessary.
7. **Rates, taxes and other outgoings:** All rates, taxes, fees, levies including Service Charges and other outgoings etc. 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 Flats.
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 lift, the annual maintenance cost including the cost of renewal of the lift license.
10. **Others:**
  - 10.1 Litigation expenses that may have to be incurred for the Common Purposes.
  - 10.2 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 Vendor or the Association, as the case may be, within the time stipulated therefor (hereafter the "**Default Amount**"), the Vendor or the Association, as the case may be, shall be entitled to withhold all or any of the utilities, facilities and/or services to the Purchaser till the Default Amount, or any portion thereof, is in arrears and the Association shall further be entitled to charge interest thereon @ 2% (two per cent) per month, compoundable monthly, till the Default Amount, the interest thereon including damages suffered or costs incurred due to delay in making payment of the Default Amount or for realisation of the Default Amount are all fully paid.
12. **Charge:** The liability for any amount becoming due and payable however shall be a charge on the Composite Unit and shall remain so until remittance in full thereof is made.

#### **Part-V**

##### **[Mutation, taxes and impositions]**

1. The Vendor shall assist the Purchaser to get the Composite Unit mutated and apportioned in the name of the Purchaser for which the Purchaser will pay Rs. 25,000/- (Rupees twenty-five thousand) as reimbursement of overhead expenses as mentioned in **Schedule-G**.
2. Until such time as the Composite Unit be separately assessed and/or mutated, all rates, taxes, outgoings and/or impositions levied on the Complex and/or the Tower (hereafter the "**Impositions**") shall be proportionately borne by the Purchaser.
3. Besides the amount of the Impositions, the Purchaser shall also be liable to pay the penalty interest, costs, charges and expenses for and in respect of all or any of such taxes or Impositions (hereafter the "**Penalties**"), proportionately or wholly, as the case may be.

4. The liability of payment by the Purchaser of Impositions and Penalties in respect of the Composite Unit would accrue with effect from the Possession Date.
5. The Association 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.

## **SCHEDULE-E**

### **[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 their respective Flats by using such portion of the Common Portions meant therefor.
  - 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 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 their respective Flats or necessary for the exclusive use or enjoyment thereof by the Co-Owners in common with each other subject however to the conditions contained 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 Flats 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 emergent circumstances.

2. The Purchaser shall not:

- 2.1 Make any internal addition, alteration and/or modification in or about the Flat save at his own risk 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 in which the Apartment will be situated at.
- 2.2 Claim any right of pre-emption or otherwise regarding any of the other Flats or any portion of the Tower or the Complex.
- 2.3 Make any claim of any nature whatsoever with regard to any other areas, open or covered, in the Tower or the Complex including without limitation Vendor's other rights/land and the Retained Area besides the Apartment and the common enjoyment of the Common Portions.

## **SCHEDULE- F**

### **[Specifications]**

#### **Part-I**

#### **[For Tower 1]**

1. **Foundation:** R.C.C. substructure on piles.
2. **Superstructure:** Earthquake Resistant R.C.C. frame structure.
3. **Flooring:**
  - 3.1 **Bedrooms:** Vitrified Tiles
  - 3.2 **Living/ Dining:** Vitrified Tiles



**3.3 Kitchen and Toilets:** Anti Skid Ceramic Tiles.

**4. Kitchen:**

**4.1 Counter:** Granite Top.

**4.2 Dado:** Ceramic Tile upto 2 ft height over the counter.

**5. Toilet:**

**5.1 Dado:** Ceramic Tile upto door height.

**5.2 Sanitary Ware:** Quality C.P. Fittings from Jaquar or equivalent make.

**6. Elevators:** 2 Passenger automatic Lift of reputed make in each Tower.

**7. Doors:**

**7.1 Main Door:** Sal wood frame; Flush door with both side Teak Veneered.

**7.2 Internal door:** Sal wood frame; Flush door with both side teak veneered.

**7.3 Kitchen & Toilet Doors:** Sal wood frame; Flush door with single side teak veneered

**8. Windows:** Anodized/ Power coated aluminum window with clear glazing.

**9. Electrical:** Concealed copper wiring of Finolex make or equivalent with modular switches.

**10. Air conditioner:** Split Air conditioner in all rooms.

**Part-I****[For Tower 2 &3]**

1. **Foundation:** R.C.C. substructure on piles.
2. **Superstructure:** Earthquake Resistant R.C.C. frame structure.
3. **Flooring:**
  - 3.4 **Bedrooms:** Vitrified Tiles.
  - 3.5 **Living/ Dining:** Vitrified Tiles
  - 3.6 **Kitchen and Toilets:** Anti Skid Ceramic Tiles.
4. **Kitchen:**
  - 4.3 **Counter:** Granite Top.
  - 4.4 **Dado:** Ceramic Tile upto 2 ft height over the counter.
5. **Toilet:**
  - 5.3 **Dado:** Ceramic Tile upto door height.
  - 5.4 **Sanitary Ware:** Quality C.P. Fittings from Jaquar or equivalent make.
6. **Elevators:** 2 Passenger automatic Lift of reputed make in each Tower.
7. **Doors:**
  - 7.4 **Main Door:** Sal wood frame; Flush door with both side Teak Veneered.
  - 7.5 **Internal door:** Sal wood frame; Flush door with both side teak veneered.
  - 7.6 **Kitchen & Toilet Doors:** Sal wood frame; Flush door with single side teak veneered
8. **Windows:** Anodized/ Power coated aluminum window with clear glazing.

9. **Electrical:** Concealed copper wiring of Finolex make or equivalent with modular switches.

### SCHEDULE-G

#### Part-I [Price]

Consideration for the Said Flat	Rs. 91,65,000/-
Consideration for right to park Nil car in the covered parking space in the basement of the building	Nil
<b>Total=</b>	<b>Rs. 91,65,000/-</b>

**(Rupees Ninety Five Lakh Sixty Five Thousand only)**

#### Part-II [Installments]

1.	On Application	4.36%	4,00,000/-
2.	On or before 23/09/2017	66%	60,15,500/-
3.	On or before relative floor brick work	10%	9,16,500/-
4.	On or before outside painting of relative tower	10%	9,16,500/-
5.	On or before Notice of Possession	10%	9,16,500/-
	<b>Total =</b>	<b>100%</b>	<b>91,65,000/-</b>

#### Part-III

#### [Payment of Deposits and Extras]

The Extras and Deposits are to be paid along with the payment to be made upon completion of the Top Floor.

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

Rs. 4,00,000/- (Rupees Four Lakh only)

**Schedule-H****Part-I****[Extras]**

1. **Additional Work:** The cost of any work done in the Apartment in addition to those mentioned in the Specifications mentioned in **Schedule-F** at the request of or with the consent of the Purchaser including, but not limited to, the expenses of having the Plan modified if required for the Additional Work.
2. **Out of Pocket costs for Conveyance Registration:** Rs.7,500/- if done by Commissioning and Rs.5,000/- if otherwise.
3. **Mutation Expenses:** Rs. 25,000/- for having the Composite Unit mutated in the name of the Purchaser as mentioned in **Part-V** of **Schedule-D**.
4. **Electric Meter Deposit:** The Purchaser shall pay the deposit for its individual meter for its Apartment.
5. **Other Expenses:** The Purchaser shall pay to the Vendor Rs.100/- (Rupees one hundred) per Square Feet of the Apartment Area for:
  - 5.1 **Electricity Expenses:** The costs including, but not restricted to, the deposits and expenses payable to CESC Limited or otherwise for bringing the electric supply connection lines to the Premises including the costs and deposits of transformer/s, cabling, mother meter/s etc.
  - 5.2 **Association Cost:** The cost of forming the Association.

**5.3 Generator Expenses:** The cost for the stand-by generators (hereafter the "Generator") from which, in case of power failure, back up electric power will be provided in the following manner:

**5.3.1.** For apartments having Apartment Area of up to 1675 Square Feet: 1500 Watts.

**5.3.2** For apartments having Apartment Area of more than 1675 Square Feet but less than 2250 Square Feet: 2000 Watts.

**5.4 Legal Charges:** Cost of preparation of Agreement for Sale and Deed of Conveyance in connection with or related to the sale of the Apartment by the Vendor to the Purchaser.

## **Part-II**

### **[Deposits]**

- 1. Maintenance Expenses Deposit:** An amount equal to Rs. 24/- (Rupees twenty-four) per Square Feet of the Apartment Area towards initial Maintenance Expenses. The Vendor will hand over the remainder of this Deposit, if any, to the Association upon its formation, without any interest.
- 2. Registration Costs:** An amount equal to the applicable stamp duty and registration fee for the Conveyance of the Composite Unit as also the incidental expenses to be incurred for such registration.
- 3. Security Deposit for Rates & Taxes:** An amount equal to Rs. 26/- (Rupees twenty-six) per Square Feet of the Apartment Area as security deposit for any rates and/or taxes including without limitation Municipal Tax, Water Tax and/or any other Government Levies, for payment of all rates & taxes for the Composite Unit if required to be paid on behalf of the Purchaser for the Composite Unit till such time the Composite Unit is separately mutated for

payment of all rates and taxes. The Vendor will refund the remainder, if any, of this Deposit to the Purchaser without any interest.

4. **Sinking Fund:** An amount equal to Rs. 50/- (Rupees fifty) per Square Feet of the Apartment Area.

## **SCHEDULE-I**

**[Subject matter of Agreement]**

**[Composite Unit]**

### **PART-I**

**[Flat]**

The Residential Apartment No. 2D on the 2<sup>nd</sup> Floor of Tower 3 under construction having Built Up Area of approximately 1029 (One Thousand Twenty Nine only) Square Feet [Corresponding to as agreed Super Built-up area 1410 (One Thousand Four Hundred And Ten only) Square Feet bordered in "Green" thereon as described in Part II of Schedule-A (hereinafter the "Apartment Area")

### **PART-II**

**[Parking Spaces]**

The right to park Nil in the basement areas of the Complex to be allotted by the Vendor after completion of the Project.

## **TOGETHER WITH**

The variable, proportionate, undivided, indivisible and singly non-transferable share in the land comprised in the Developed Premises described in **Part-II of Schedule-B**.

**TOGETHER WITH**

The variable, proportionate, undivided, indivisible and singly non-transferable share of the Common Portions mentioned in **Schedule-C**.

**WHERE**

The term *proportionate* shall mean the proportion the Super Built-up Area of the Apartment mentioned in **Part-I** of this **Schedule** will bear to the Super Built-Up Area of all the Flats in the Complex.

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

**Signed and delivered** by the within named **Vendor** in the presence of:

**Signed and delivered** by the within named **Purchaser** in the presence of: