

AGREEMENT FOR SALE

**THIS AGREEMENT IS MADE ON THIS THE DAY OF TWO
THOUSAND AND EIGHTEEN (2018)**

- BETWEEN -

(1) KALAMUNJ HOUSING PRIVATE LIMITED (PAN: AADCK1660Q), (2) GLOWING BUILDERS PRIVATE LIMITED (PAN: AAECG8584C), (3) MANDIV PROPERTIES PRIVATE LIMITED (PAN: AAICM1135B) and (4) MANVIJAY RESIDENCY PRIVATE LIMITED (PAN: AAICM1137D), all are companies incorporated under the provisions of the Companies Act, 1956 and having their respective registered offices at Ashoka House, 3A Hare Street, 5th Floor, Room No. 505, P.S. Hare Street, Kolkata – 700001, all represented by their common Director **MR. SHYAM SUNDAR PATODIA (PAN AFOPP0215K)** son of Late Radha Kishan Patodia working for gains at Ashoka House, 3A Hare Street, 5th Floor, Room No. 505, Police Station :Hare Street, Post Office : GPO, Kolkata – 700001 and all hereinafter collectively referred to as the “**OWNERS**” (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their respective successor or successors in interest representatives and assigns) of the **ONE PART**.

AND

M/S BABA BHOOTHNATH CONSTRUCTIONS (PAN: AANFB3734B), a partnership firm constituted vide Deed of Partnership dated 25th day of November, 2013 duly registered under the Indian Partnership Act, 1932 and having its principal place of business at 10/4, Hungerford Street, Ground Floor, Kolkata – 700017, Police Station : Shakespeare Sarani, Post Office: Shakespeare Sarani, represented by **Mr. Rajesh Kumar Kedia, (PAN AFQPK7668)** son of Bishwambhar Lal Kedia working for gains at 1, R.N. Mukherjee Road, Kolkata – 700001, Police Station: Hare Street, Post Office: G.P.O., **Mr. Abhishek Chokhani (PAN AERPC8700J)** son of Ashok Kumar Chokhani working for gains at 7/1A, Grant Lane, 4th Floor, Room No. 401, Kolkata - 700012, Police Station: Bowbazar Post Office: Bowbazar. **Mr. Pawan Kumar Sovasaria (PAN ETTPS5317C)** son of Shiv Kumar Sovasaria, working for gains at 7/1A, Grant Lane, 4th Floor, Room No. 401, Kolkata - 700012, Police Station: Bowbazar, Post Office : Bowbazar, **comprising of its partners** viz. **(1) BABA BHOOTHNATH NIRMAN PRIVATE LIMITED (PAN AALCS8277P)**, a company incorporated under the Companies Act, 1956 having its registered office at 1, R.N. Mukherjee Road, Kolkata – 700001, Police Station: Hare Street, Post Office: G.P.O. **represented by its Director and authorised signatory Mr. Rajesh Kumar Kedia, (PAN AFQPK7668)** son of Bishwambhar Lal Kedia working for gains at 1, R.N. Mukherjee Road, Kolkata – 700001, Police Station: Hare Street, Post Office: G.P.O. **(2) CHOKHANI REALTORS PRIVATE LIMITED (PAN AADCC3004E)** , a company incorporated under the Companies Act, 1956 having its registered office at 7/1A, Grant Lane, 4th Floor, Room No. 401, Kolkata - 700012, Police Station: Bowbazar Post Office: Bowbazar, **represented by its Director and authorised signatory Mr. Abhishek Chokhani (PAN AERPC8700J)** son of Ashok Kumar Chokhani working for gains at 7/1A, Grant Lane, 4th Floor, Room No. 401, Kolkata - 700012, Police Station: Bowbazar Post Office : Bowbazar, **and (3) PALANHAR COMPLEX PRIVATE LIMITED (PAN AAHC1390E)**, a company incorporated under the Companies Act, 1956, having its registered

office at 7/1A, Grant Lane, 4th Floor, Room No. 401, Kolkata - 700012, Police Station: Bowbazar, Post Office : Bowbazar **represented by its Director and authorised signatory Mrs. Anita Sureka (PAN BTJPS7488D)** daughter of Puren Mal Agarwal working for gains at Block No: 1, Flat 56, Kankurgachi CIT Building, Kolkata - 700054, hereinafter called the **“DEVELOPER”** (which expression shall unless it be repugnant to the context or meaning thereof mean and include its partners for the time being and such other person or persons as may be admitted as the partners thereof from time to time and their respective successor or successors in interest and/or permitted assigns) of the **OTHER PART:**

- AND-

(1) _____ (**PAN** _____) (**Aadhar** - _____), S/o, by faith - Hindu, by occupation-, **AND (2)** _____ (**PAN** - _____) (**Aadhar** - _____) wife of _____ by faith - Hindu, by occupation -, by nationality - both Indian, both residing at ‘ _____, Kolkata Post Office-....., Police Station-....., Pin - _____, hereinafter called and referred to as the **‘PURCHASERS’** (which term and expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his/her/its/their heirs, executors, administrators, successors, successors-in-interests, representatives, nominee/s and assigns) of the **THIRD PART.**

VENDOR, DEVELOPER AND PURCHASER collectively referred to as Parties and individually as Party.

WHEREAS:

A) The VENDORS are the joint Owners of and are seized and possessed of or otherwise well and sufficiently entitled to **ALL THAT** the piece or parcel of land containing as per record in aggregate an area of 42 (forty two) cottahs, more or less, but on survey and actual measurement found to be 42 (forty two) cottahs 6 (six) chittacks and 1 (one) square feet, lying at and being the demarcated portion of Municipal Premises No. 127A/3, Manicktala Main Road, Kolkata now identified as Premises No.127A/3/1, Manicktala Main Road under Ward No.32, Assessee No.110320902228 within the municipal limits of Kolkata Municipal Corporation in its Ward No. 32, Police Station: Manicktala, recorded in Touzi No. 2833/1298, Mouza - Nowabad, Post: Kankurgachi, under Government Khas Mahal, Dihi Panchannagram, Division 2, Sub Division 5, Holding No. 117, TOGETHER WITH rights of common passage over the 20’ wide passage from Manicktala Main Road (more fully and particularly mentioned, described, explained, enumerated, provided and given in the **SECOND SCHEDULE** hereunder written and/or given and hereinafter referred to as the **PREMISES**).

- B)** The Owners and the Developer agreed to develop the Schedule Property and the Parties recorded the terms of development in a Development Agreement was duly registered before the Additional Registrar of Assurances-I, Kolkata and recorded in Book No. I, C D Volume No.14, Pages 3752 to 3792, Being No.06212 for the year 2014 and thereafter the parties have reviewed the terms of the Development Agreement on such terms and conditions as contained in Development Agreement dated 07/07/2014 recorded in Book No. I, CD Volume No. 14, Pages 3752 to 3792, Being No. 06212 for the year 2014 registered before the A.R.A I, of Kolkata.
- C)** The Vendors have also granted a Power of Attorney in favour of the Developer herein dated 07/07/2014 recorded in Book No. IV, CD Volume No. 9, Pages 475 to 486, Being No. 04967 for the year 2014 registered before the A.R.A III, of Kolkata to undertake the work of development and sale of the Developer's Allocation under the terms of the Development Agreements above referred to.
- D)** The said Premises and /or a part thereof has been earmarked for the purpose of construction erection and completion of Building s and/or buildings, each Building and/or buildings to comprise of various Flats/Units/Apartments constructed spaces and car parking spaces etc. capable of being held and/or enjoyed independently of each other.
- E)** The mode and manner by which the Vendor and the Vendors have acquired right title and interest in the Second Schedule will appear from the **FIRST SCHEDULE** hereunder written and/or given.
- F)** The **DEVELOPER** has caused a map or plan being No: 2016030090 dated 20-March-2017 by the Kolkata Municipal Corporation in respect of the said Premises whereby the **DEVELOPER** has become entitled to construct erect and complete Building s and/or buildings each Building and/or buildings to comprise of various Flats/Units/Apartments constructed spaces and car parking spaces etc. capable of being held and/or enjoyed independently of each other.
- G)** In pursuance to the plan sanctioned by the authorities concerned the **DEVELOPER** and in compliance has commenced the work of construction of the Building s and/or buildings each Building and/or buildings to comprise of various Flats/Units/Apartments constructed spaces and car parking spaces etc. at or upon the said Premises.
- H)** The Purchaser herein being desirous of acquiring a **FLAT AND/OR UNIT** on ownership basis has approached the **DEVELOPER** to sell and transfer a FLAT AND/OR UNIT in the Said Premises and the **DEVELOPER** herein has agreed to sell and transfer and the Purchaser/s has/have agreed to purchase and acquire i.e **ALL THAT** the one self

contained residential **FLAT AND/OR UNIT No.** on the..... **Floor** of the building containing by estimation an area of **SQUARE FEET CARPET AREA** be the same a little more or less TOGETHER WITH the undivided proportionate share or interest in the land directly underneath and forming part of the said Building AND TOGETHER WITH the proportionate share in all common parts portions areas and facilities to comprise in the said Premises AND right to park **No. of medium size CAR** (more fully and particularly mentioned and described in the **FIFTH SCHEDULE part I and II** hereunder written and hereinafter referred to as the said FLAT AND/OR UNIT) for the consideration and subject to the terms and conditions hereinafter appearing.

- I) Prior to execution of these presents the Purchasers have fully satisfied themselves and have agreed not to raise any objection as to the: **i) Title of the DEVELOPER . ii) Has fully understood the terms and conditions contained in the agreement. iii) Has inspected the said PLAN sanctioned by Kolkata Municipal Corporation. iv) The right of the DEVELOPER to enter into these presents.**
- J) The Purchaser herein further acknowledges that for the purpose of maintenance of the common parts and portions and for rendition of the common services making payment of the maintenance charges regularly and punctually is an essential condition of these presents.

ARTICLE-I - DEFINITIONS

IN THESE PRESENTS UNLESS IT IS REPUGNANT TO OR INCONSISTENT WITH THE FOLLOWING EXPRESSIONS SHALL HAVE THE FOLLOWING MEANINGS:

- a) Mr. Raj Agarwal of M/s Raj Agarwal & Associates, 8B, Royd Street, 2nd Floor, Near Park Street & Free School Street, Kolkata-700016, or any person/firm whom the Developer may appoint from time to time as the Project Architect of the New Building with the concurrence of the Owner.
- b) **Advocates** shall, mean A. K. Chowdhary & Co., Advocates of 10, Old Post Office Street, Room No. 21, First Floor, Kolkata – 700 001 who has been appointed by the Developer as the Advocate for all purposes including drafting the Agreement for Sale, and Deed of Conveyance and all others documents and papers as may be required from time to time by the Developer
- c) **BUILDING** shall mean the **BUILDING** structure as has been identified and in the manner identified by the **DEVELOPER** that comprises the Said **FLAT AND/OR UNIT**/Apartment.

- d) **COMMON PARTS** and **PORTIONS** in the **BUILDING** shall mean all such areas and facilities as mentioned in PART I of the **FIFTH SCHEDULE** and **COMMON FACILITIES** in the **COMPLEX** shall mean all such areas and facilities as mentioned in PART II the **FIFTH SCHEDULE**
- e) **COMMON EXPENSES** shall mean those expenses incurred for rendition of Common Services to Common Portions. The details of such **COMMON EXPENSES** are provided in **SEVENTH SCHEDULE**.
- f) **COMMON SERVICE/MAINTENANCE** shall mean those services rendered by the **DEVELOPER** for the period as within mentioned or the Association of Flat **DEVELOPER** s for maintenance of the **COMMON PORTIONS**.
- g) **COMPLEX** shall mean the Buildings comprising of several Building s erected and/or constructed in the Said Premises and /or the additional area and /or the Entire Premises.
- h) **DEVELOPER** shall mean the **M/S BABA BHOOTHNATH CONSTRUCTIONS (PAN: AANFB3734B)**, a partnership firm constituted vide Deed of Partnership dated 25th day of November, 2013 and having its principal place of business at 10/4, Hungerford Street, Ground Floor, Kolkata – 700017, Police Station : Shakespeare Sarani, Post Office: Shakespeare Sarani, comprising of its partners viz. (1) **BABA BHOOTHNATH NIRMAN PRIVATE LIMITED (PAN AALCS8277P)**, a company incorporated under the Companies Act, 1956 having its registered office at 1, R.N. Mukherjee Road, Kolkata – 700001, Police Station: Hare Street, Post Office: G.P.O. **represented by its Director and authorised signatory Mr. Rajesh Kumar Kedia, (PAN AFQPK7668)** son of Bishwambhar Lal Kedia working for gains at 1, R.N. Mukherjee Road, Kolkata – 700001, Police Station: Hare Street, Post Office: G.P.O. (2) **CHOKHANI REALTORS PRIVATE LIMITED (PAN AADCC3004E)** , a company incorporated under the Companies Act, 1956 having its registered office at 7/1A, Grant Lane, 4th Floor, Room No. 401, Kolkata - 700012, Police Station: Bowbazar Post Office : Bowbazar., **represented by its Director and authorised signatory Mr. Abhishek Chokhani (PAN AERPC8700J)** son of Ashok Kumar Chokhani working for gains at 7/1A, Grant Lane, 4th Floor, Room No. 401, Kolkata - 700012, Police Station: Bowbazar Post Office : Bowbazar, **and (3) PALANHAR COMPLEX PRIVATE LIMITED (PAN AAHC1390E)**, a company incorporated under the Companies Act, 1956, having its registered office at 7/1A, Grant Lane, 4th Floor, Room No. 401, Kolkaia - 700012, Police Station: Bowbazar, Post Office : Bowbazar **represented by its Director and authorised signatory Mrs. Anita Sureka (PAN BTJPS7488D)** daughter of Puren Mal Agarwal working for gains Block No: 1, Flat 56, Kankurgachi CIT Building, Kolkata – 700054, (which term or expression shall unless otherwise excluded by or repugnant to the context or subject be deemed to mean and include its successor-or-successors in office, administrators, legal representatives and assigns).

- i) **VENDORS** shall mean **(1) KALAMUNJ HOUSING PRIVATE LIMITED (PAN: AADCK1660Q), (2) GLOWING BUILDERS PRIVATE LIMITED (PAN: AAECG8584C), (3) MANDIV PROPERTIES PRIVATE LIMITED (PAN: AAICM1135B) and (4) MANVIJAY RESIDENCY PRIVATE LIMITED (PAN: AAICM1137D)**, all are companies incorporated under the provisions of the Companies Act, 1956 and having their respective registered offices at Ashoka House, 3A Hare Street, 5th Floor, Room No. 505, P.S. Hare Street, Kolkata – 700001, (which term or expression shall unless otherwise excluded by or repugnant to the context or subject be deemed to mean and include its successor-or-successors in office, administrators, legal representatives and assigns).
- j) **PLAN** shall mean the plan sanctioned by Kolkata Municipal Corporation No: 2016030090 dated 20-March-2017 and shall include any modification and/or alterations thereto and the Purchaser/s hereby consents to the same. Further any revised plan for vertical/lateral extension of the Complex and /or constructions therein may be submitted to Kolkata Municipal Corporation for approval.
- k) **SAID PREMISES/PREMISES** shall mean **ALL THAT** the piece or parcel of land containing as per record in aggregate an area of 42 (forty two) cottahs, more or less, but on survey and actual measurement found to be 42 (forty two) cottahs 6 (six) chittacks and 1 (one) square feet, lying at and being the demarcated portion of Municipal Premises No. 127A/3, Manicktala Main Road, Kolkata now identified as Premises No.127A/3/1, Manicktala Main Road under Ward No.32, Assessee No.110320902228 within the municipal limits of Kolkata Municipal Corporation in its Ward No. 32, Police Station: Manicktala, recorded in Touzi No. 2833/1298, Mouza - Nowabad, Post: Kankurgachi, under Government Khas Mahal, Dihi Panchannagram, Division 2, Sub Division 5, Holding No. 117, **TOGETHER WITH** rights of common passage over the 20' wide passage from Manicktala Main Road as provided in the **SECOND SCHEDULE** hereunder written and/or given.
- l) **PURCHASER/S** shall mean the intending Purchaser/s abiding to the terms herein.
- m) **PROJECT** shall mean the housing project "**KALAMUNJ SHARDA TOWERS**" undertaken for construction, erection and completion of the said **COMPLEX** to be constructed in accordance with the said **PLAN** at the said **PREMISES**.
- n) **LAND SHARE** shall mean the area of land forming part of the said Premises which would be specifically allotted for a particular **FLAT / UNIT** Building and such land share shall be determined by the **DEVELOPER** upon completion of the said Complex and the Purchaser/s hereby consent/s to the same.
- o) **ADDITION/ALTERATION** shall mean that the Developer is free to add or alter the existing plan of the building including the common areas and services as suggested by the architect of the Building and all allied service consultant, which includes Landscape areas, D.G ,Transformers and related services, Parking ares, entrance, lobbies, common lobbies etc. till the completion of the project and the Purchaser/s hereby consent to the same.

- p) SALEABLE AREA** shall mean the area of the Unit proposed to be sold to the Purchaser herein and the proportionate share or interest forming part of the common parts and portion and the Architect shall determine the area occupied by various amenities/facilities. For the purpose of sale of Units the Unit would be measured in terms of the appropriate rules and /or practices followed by the individual registration office having jurisdiction.
- q) SPECIFICATIONS** shall mean and include the various specifications, brief details are mentioned in the **FOURTH SCHEDULE** hereunder written and such specifications may be altered and/or changed and/or modified as may be required by the Architect from time to time in its absolute discretion and in the event of any Purchaser/s requiring any upgraded specification and/or better specification for a particular **FLAT AND/OR UNIT** then the Purchaser/s so requiring such upgraded specification shall be required to pay and bear such extra costs as may be decided by the **DEVELOPER** .
- r) SAID FLAT AND/OR UNIT** shall mean as defined in **THIRD SCHEDULE** below.

ARTICLE-II – INTERPRETATIONS

- a)** Wherever any expenses or costs are mentioned to be borne or paid proportionately by the Purchasers, then the portion of the whole amount payable by the Purchasers shall be in proportion to the area of the Purchasers' respective **FLATS AND/OR UNITS**, which will also include the proportionate area of the total common areas.
- b)** Any reference to statute shall include any statutory extension or modification or enactment of such statute, any rules, regulations or orders there under.
- c)** Any covenant by the Purchasers not to act or do anything shall be deemed to include their obligation not to permit the said act or things to be done.
- d)** Singular number shall include plural and vice versa.
- e)** Masculine gender shall include feminine and neuter genders and vice versa.
- f)** The paragraphs heading do not form part of this agreement and have been given only for the sake of convenience and shall not be taken into account for the construction or the interpretation.

ARTICLE-III - COMMENCEMENT AND CONDITION PRECEDENTS

- a) These presents shall be deemed to have commenced on and with effect from the date hereof hereinafter referred to as the COMMENCEMENT DATE.\
- b) The SALEABLE AREA of the FLAT AND/OR UNIT is tentative and is subject to final determination on completion and finishing of the FLAT AND/OR UNIT. For such final determination, the Parties confirm, accept and assure each other that the certificate of Architect and/or such other architect or architects that the DEVELOPER may appoint from time to time, shall be final and binding on the Parties and none of the Parties shall be entitled to question and raise any objection and /or challenge the same at any time or under any circumstances.

ARTICLE-IV - SUBJECT MATTER OF SALE AND BASIC UNDERSTANDING

- a) The DEVELOPER has agreed to sell and transfer and the Purchasers have agreed to purchase and acquire on the terms and conditions stipulated herein the said FLAT AND/OR UNIT thereto subject to the Purchasers making payment of all the amounts agreed to be paid by the Purchasers to the DEVELOPER also performing and observing all other terms and conditions hereinafter appearing.
- b) The COMMON PARTS and PORTIONS in the BUILDING shall be such as shall be necessary or be required and as thought fit and determined by the DEVELOPER /ARCHITECT for the beneficial enjoyment of the said FLAT AND/OR UNIT.
- c) The right of the Purchasers shall remain restricted to the said FLAT AND/OR UNIT only and the Purchasers shall have no right nor shall claim any right over and in respect of any other Units and/or the roof and/or open spaces and/or Common Parts and Portions of other Building /s and the DEVELOPER shall have the exclusive right to deal with the same.
- d) The Purchasers confirm, accept and assure the DEVELOPER that the Purchasers have the financial and other resources to meet and comply with all financial and other obligations under this Agreement, punctually.

ARTICLE-V CONSTRUCTION, ERECTION, COMPLETION AND POSSESSION

- a) The said BUILDING will be constructed erected and completed in accordance with the said plan and with such specifications (more fully and particularly mentioned, described, explained, enumerated, provided and given in the FOURTH SCHEDULE hereunder written) and/or with such materials as may be recommended by the Architect from time to time and the Purchaser/s hereby consents to the Architect changing and/or replacing

any material and/or specification with such other material and/or specification as the Architect may think fit.

- b)** Subject to force majeure, within 48 months the DEVELOPER shall make the FLAT AND/OR UNIT habitable and give notice to the Purchasers and the Purchasers shall, within 15 (fifteen) days of date of the Notice, take possession of the FLAT AND/OR UNIT after fulfilling all obligations under these presents. The DEVELOPER shall be entitled to a grace period of six months (hereinafter referred to as the GRACE PERIOD) if the DEVELOPER fails to deliver the Possession of the Said FLAT AND/OR UNIT. For the purpose of determination that there had been an embargo on the **DEVELOPER** in performing its obligation the decision of the Architect shall be final and binding on the parties. In the event the Developer fails to handover possession of the Flat and/or Unit within the aforesaid timeframe (subject however to condition of force majeure) the **Purchaser** shall be entitled to claim interest on the basis of State Bank of India prime lending rate + 2% per annum on all amounts paid by the Purchaser to the Developer as consideration.
- c)** Within fifteen days from the date of notice being given by the **DEVELOPER** to the Purchasers regarding completion of the said **FLAT AND/OR UNIT** the Purchasers shall take over possession of the said **FLAT AND/OR UNIT** subject to making payment of all amounts agreed to be paid by the Purchasers in terms of this Agreement it being expressly agreed and declared that in no event the Purchasers shall be entitled to take over possession and/or claim possession until such time all amounts agreed to be paid by the Purchasers are paid and discharged.
- d)** Request for up-gradation of materials and/or specification from the Purchasers will not be entertained at any stage of development. This will not preclude the Purchasers from suggesting any relocation of doors only before brickwork commences and the may undertake the same at its absolute discretion at Extra Cost.
- e)** From the Date of Possession and/or permissive possession to carry out interior work all outgoings in respect of the **FLAT AND/OR UNIT** including the proportionate share of the common expenses/maintenance charges mentioned in the **SEVENTH SCHEDULE** hereto shall become payable by the Purchasers.

ARTICLE-VI - CONSIDERATION AND PAYMENT

- a)** In consideration of the above the Purchasers have agreed to pay to the **DEVELOPER** a sum of Rs/- (**Rupees**) **only along with right to park ____ No.(s) of medium size CAR** and The purchaser has agreed to and shall pay G.S.T.at the applicable rates in addition to the consideration amount.

- b) The said consideration amount as detailed in **PART I of the SIXTH SCHEDULE** shall be paid in the manner as appearing in the **SIXTH SCHEDULE (PART-II)** hereunder written. In the event there is any change/modification in the tax payment structure including the rate of GST, within the date of handing over possession in terms of this Agreement in such case the Purchaser shall be under an obligation to pay such increased rate of GST or any other such amount.
- c) The payment Schedule as indicated in **SIXTH SCHEDULE (PART-II)** hereunder written shall stand revised as per progress of work on the date of booking and /or execution of the agreement and the Purchasers shall be under an obligation to adhere to and make payment according to the revised payment schedule and the part consideration received by the **DEVELOPER** as on date being an amount of **Rs/- (Rupees)** Only is detailed and described in the receipt appended hereto.
- d) Time for payment shall always be the essence of the Contract. It would not be obligatory on the part of the **DEVELOPER** to send any notice or letter calling upon the Purchasers to make payment of the amounts agreed to be paid by the Purchasers and in the event of any default on the part of the Purchasers in making payment of any of the amounts agreed to be paid in terms of this agreement then and in that event without prejudice to any other right which the **DEVELOPER** may have the **DEVELOPER** shall be entitled to claim interest on the basis of State Bank of India prime lending rate + 2% per annum on all amounts remaining in arrears till such time the said amounts are recovered. All payments shall be paid at the office of **DEVELOPER** against proper receipts being granted by the **DEVELOPER** it being expressly agreed that the Purchasers shall not be entitled and agree not to set up any oral agreement regarding the payments and due performance and observance of the terms and conditions herein contained.
- e) The Saleable Space of the FLAT AND/OR UNIT is tentative and is subject to final determination and own completion and finishing of the FLAT AND/OR UNIT and /or the Project and the Purchasers shall pay the revised consideration upon such final determination. For such final determination the Purchaser confirms, accepts and assures the **DEVELOPER** that certificate of the Architect that the **DEVELOPER** may appoint from time to time shall be final and binding on the Parties and none of the Parties shall be entitled to question and raise any objection and /or challenge the same at any time or under any circumstances. The Developer shall notify final saleable /carpet area to the Purchaser and if there is any increase in the carpet area the Purchaser shall pay the consideration for such increased carpet area on the booking rate per square feet and if there is any reduction in the carpet area the Developer shall refund the amount in excess to the Purchaser.
- f) The Purchasers shall not claim possession or have possession of the said **FLAT AND/OR UNIT** unless and until they have paid the Consideration Amount and/or. Other Charges and/or the Deposits and all other Charges as stated in these presents.

ARTICLE-VII- DEFAULT IN PAYMENT

- a) Time for payment and due performance and observance of the terms and conditions herein contained shall always remain as the essence of the contract.
- b) In the event of the Purchasers failing to make payment of any amounts committed by them in terms of this agreement and/or failing to perform and observe any of the terms and conditions herein contained and on the part of the Purchasers to be paid, performed and observed and if such default shall continue for a period of more than 60 days (Sixty) days then and in that event without prejudice to any other right which the **DEVELOPER** may have, the **DEVELOPER** shall be entitled to terminate and/or determine this agreement with or without notice and without assigning any reason whatsoever or howsoever.
- c) Upon the Purchasers committing default to make payment the **DEVELOPER** shall have the sole discretion to termination and/or determination this agreement. Upon such termination and/or determination by the **DEVELOPER** the Purchasers shall cease to have any right over and in respect of the said **FLAT AND/OR UNIT** and the properties appurtenant thereto or under this Agreement and upon such termination and/or determination the **DEVELOPER** shall be entitled to interest to be calculated on the State Bank of India prime lending rate + 2% per annum for a period of three months and thereafter the **DEVELOPER** shall be entitled to exercise its right of cancellation due to default on part of the Purchaser and thereafter the Developer shall issue a Notice of Termination to the Purchaser 30 days in advance and after effecting the cancellation. enter into agreement for sale and transfer of the said **FLAT AND/OR UNIT** and properties appurtenant thereto without any obstruction and/or hindrance from the **DEVELOPER** excepting that the Purchasers shall be entitled to receive refund of the Refundable Amount and such Refundable Amount shall be paid by the **DEVELOPER** only after the **DEVELOPER** has entered into an agreement for sale and transfer of the said **FLAT AND/OR UNIT** and the properties appurtenant thereto with any other person and/or persons and the Purchasers consents to the same.

ARTICLE-VIII NOMINATION/CANCELLATION

- a) **NOMINATION:** These presents is personal to the Purchasers and in the event of the Purchasers nominating any other person and/or persons in their place and stead for acquiring the said **FLAT AND/OR UNIT**, the Purchasers or the nominee and/or nominees shall be liable to pay to the **DEVELOPER** a sum to be calculated at the rate of 2% (Two Percent) of the total consideration (hereinafter referred to as the **NOMINATION COSTS**) for all such nominations.

- b) CANCELLATION:** In case after booking and /or the agreement for sale the purchasers desire to cancel the booking they shall make such application in writing to the **DEVELOPER** herein. Upon receipt of such application, the **DEVELOPER** shall be entitled to rebook the **FLAT AND/OR UNIT** in the name of any other Purchaser/s and the refund to the Purchasers shall be made only after such booking amount is received and after deducting a sum equivalent to 5% (Five percent) of the total consideration and any other amounts on account of any extra work modification carried out in the said **FLAT AND/OR UNIT**.

ARTICLE-IX – COVENANTS

- a)** The Purchaser has examined the PLAN under proper guidance and is acquainted with the Building and Complex that will be constructed on the Said Premises and the Purchasers have identified their requirement as stated in this Agreement and agrees that they shall neither have nor shall claim any right over any portion of the Building /Complex/Premises save and except the FLAT AND/OR UNIT.
- b)** In case of any internal addition and alteration of the said flat is carried out at the instance of the Purchasers in that event the Purchasers shall bear additional cost for carrying out such internal addition and alteration and also such charges and /or penalties as may be assessed under law by the concerned authorities.
- c)** The Purchasers admits and accepts that the **DEVELOPER** shall have the first charge and/or lien over the FLAT AND/OR UNIT for all amounts remaining outstanding from the Purchasers.
- d)** The Purchasers admits and accepts that the **DEVELOPER** and/or his employees and/or agents and/or contractors shall be entitled to use and utilize the Building Common Portions and the Complex Common Portions for movement of building materials and for other purposes as may become necessary for completing the Construction of the Complex and/or extension thereof and the Purchasers shall not raise any objection in any manner whatsoever with regard thereto.
- e)** The Purchasers consents to be a member of the Association of Flat DEVELOPER s to be formed by the DEVELOPER s of FLAT AND/OR UNIT in the Complex and the Purchasers agree and covenants:
- i)** To Co-operate With The Other Co-Purchaser/s and the **DEVELOPER** and /or the Association of Flat Owners/DEVELOPERs in The Management And Maintenance Of The Building /Complex.
 - ii)** **TO OBSERVE** the rules framed from time to time by the **DEVELOPER** and /or the Association of Flat DEVELOPER s for quiet and peaceful enjoyment of the Complex as a decent place for living.

iii) TO ALLOW the **DEVELOPER** and /or the Association of Flat **DEVELOPER** s with or without workmen to enter into the said **FLAT AND/OR UNIT** for the purpose of maintenance and repairs.

iv) TO PAY and bear the common expenses and other outgoings 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 **FLAT AND/OR UNIT** and/or to make deposit on account thereof in the manner mentioned herein to or with the **DEVELOPER** and upon the formation of the association or Co-operative Society or Private Limited Company. Such amount shall be deemed to be due and payable on and from the **DATE OF POSSESSION** irrespective of the Purchasers taking actual possession of the said **FLAT AND/OR UNIT** at a later date or the said **FLAT AND/OR UNIT** has been taken possession of or not by the Purchasers.

v) TO DEPOSIT the amounts reasonably required with the **DEVELOPER** and upon the formation with the association or co-operative society or private limited company as the said case may be towards the liability for the rates and taxes and other outgoings.

vi) TO PAY charges for electricity in or relating to the said **FLAT AND/OR UNIT** wholly and proportionately relating to the **COMMON PORTIONS**.

vii) NOT TO sub-divide the said **FLAT AND/OR UNIT** or the Car Parking space (if any).

viii) NOT TO do any act deed or thing or obstruct the construction or completion of the said building in any manner whatsoever and notwithstanding any temporary construction in the Purchasers enjoyment of the said **FLAT AND/OR UNIT**.

ix) 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.

x) NOT TO store or bring and allow to be stored and brought in the said **FLAT AND/OR UNIT** any goods or hazardous or combustible nature or which are so heavy as to affect or endanger the structures of the building or any portion of the building, any fittings or fixtures thereof including windows, floors etc. in any manner.

xi) NOT TO hang from or 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.

xii) NOT TO fix or install air conditions in the said **FLAT AND/OR UNIT** save and except at the places which have been specified in the said **FLAT AND/OR UNIT** for such installation.

xiii) NOT TO do or cause anything to be done in or around the said **FLAT AND/OR 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 **FLAT AND/OR UNIT** or adjacent to the said **FLAT AND/OR UNIT** or in any manner interfere with the use and rights and enjoyment thereof or any open passages or amenities available for common use.

xiv) NOT TO damage or demolish or cause to be damaged or demolished the said **FLAT AND/OR UNIT** or any part thereof or the fittings and fixtures affixed thereto.

xv) NOT TO close or permit the closing of verandahs or lounges or balconies or lobbies and common parts and also not to alter or permit any alteration in the elevation and outside colour scheme of the exposed walls of the verandahs, lounges or any external walls or the fences, of external doors and windows of the said **FLAT AND/OR UNIT** which in the opinion of the **DEVELOPER** differs from the colour scheme of the building or deviation or which in the opinion of the **DEVELOPER** may affect the elevation in respect of the exterior walls of the said building.

xvi) NOT TO install grills the design of which have not been suggested or approved by the Architect.

xvii) 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 **FLAT AND/OR UNIT** or any part of the said building or cause increased premium to be payable in respect thereof if the building is insured.

xviii) NOT TO raise any objection whatsoever to the **DEVELOPER** dealing with all the unsold and open areas in the Complex in the manner as deemed fit and proper by the **DEVELOPER** subject to approval by the concerned authority.

xix) NOT TO make in the said **FLAT AND/OR 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 **DEVELOPER** and/or any concerned authority.

xx) NOT TO use the said **FLAT AND/OR UNIT** or permit the same to be used for any purpose whatsoever other than residential purpose and shall not use for the purpose which may or is likely to cause nuisance or annoyance to occupiers of the other portions of the said building or to the **DEVELOPER** s and occupiers of the neighboring premises or for any illegal or immoral purpose or as a Boarding House, Club House, Nursing Home, Amusement or Entertainment Centre, Eating or Catering Place, Dispensary or a Meeting place or for any commercial or industrial activities whatsoever and similarly shall not raise or put up any kutchra or pucca construction grilled wall/enclosures thereon or part

thereof and shall keep it always open as before. Dwelling or staying of any person or Building ing any putting any articles shall not be allowed in the parking space.

xxi) NOT TO claim any right whatsoever over and in respect of the **COMMON PARTS AND PORTIONS** in other Building /s and/or **COMMON PARTS AND PORTIONS** in the Complex.

xxii) NOT TO use the allocated car space (if any) or permit the same to be used for any other purpose whatsoever other than parking of its own car

xxiii) NOT TO park car on the pathway or open spaces of the building or at any other place except the space (if any) allotted to it and shall use the pathways as would be directed by the **DEVELOPER** .

xxiv) TO ABIDE by such building rules and regulations as may be made applicable by the **DEVELOPER** before the formation of the and /or the Association of Flat **DEVELOPER** s and after the and /or the Association of Flat **DEVELOPER** s is formed.

xxv) NOT TO claim partition of its undivided right, title and interest in the land attributable to the said **FLAT AND/OR UNIT**.

xxvi) NOT TO place any signboard, hoarding, signage on the outer and / or inner wall except a reasonably sized nameplate outside the main door to the **FLAT AND/OR UNIT**.

- f)** The transfer shall be completed upon the **DEVELOPER** and the Coowners causing execution and registration of the Transfer Deed in favour of the Purchasers.
- g)** For a period of one year from the date of the First Possession at any **FLAT/UNIT** the **DEVELOPER** will manage and maintain the Common Portions.
- h)** The **DEVELOPER** shall render all necessary cooperation to the Purchasers for obtaining housing finance for purchase of the **FLAT AND/OR UNIT** if required by the Purchasers.
- i)** Subject to the Purchasers paying the installments of the Total Consideration and all other payments required to be made under this Agreement in time, the **DEVELOPER** shall complete and finish the **FLAT AND/OR UNIT** within the time stipulated in this Agreement, unless prevented by force majeure.

ARTICLE-X- FORCE MAJEURE

- a)** The **DEVELOPER** shall not be regarded in breach of any of the terms and conditions herein contained and on the part of the **DEVELOPER** to be performed and observed if it is prevented by any of the conditions herein below:
 - i)** Fire.

- ii) Natural calamity.
- iii) Tempest.
- iv) Labour unrest.
- v) Any prohibitory order from the Courts, Kolkata Municipal Corporation and other authorities.
- vi) Any local problems/disturbances
- vii) Delay in delivery of lifts, and/or any facilities or amenities intended to be included in the Project.
- viii) Any non availability of any permission by any statutory authority having jurisdiction over the Project under any statute.
- ix) Any other unavoidable circumstances beyond the control of the DEVELOPER

ARTICLE-XI - MISCELLANEOUS

- a) These presents supersedes all the earlier agreements, memorandums, brochures and/or arrangements between the Parties hereto and the parties hereto shall be bound by the terms and conditions herein contained.
- b) These presents has/have been prepared in duplicate. The original of this Agreement has been made over to the Purchasers It shall be the Obligation and responsibility of the Purchasers to cause the deed of conveyance to be registered upon making payment of the stamp duty and registration charges payable in respect thereof and upon notice being given the **DEVELOPER** shall remain present to admit the execution thereof and in the event the DEVELOPER being saddled with any liability on account of the stamp duty and registration charges the Purchasers have agreed to indemnify and keep the DEVELOPER indemnified and saved harmless from and against all costs charges claims action suits and proceedings.
- c) These presents is personal and the Purchaser shall not be entitled to transfer, let out, mortgage, grant lease in respect of the said FLAT AND/OR UNIT until such time the full amount of consideration have been paid by the Purchaser to the DEVELOPER 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 FLAT AND/OR UNIT for which no further consent of the DEVELOPER shall be required however stipulations, rules and or obligations as to payment of maintenance charges shall be applicable in terms of this agreement.
- d) The right of the Purchaser shall remain restricted to the said FLAT AND/OR UNIT and in no event the Purchasers shall be entitled and hereby agrees not to claim any right in respect of the other parts or portions of the said building and the said Premises.

- e) The DEVELOPER shall not be held responsible in any manner whatsoever in the event the complex and/or the Building and/or the unit is not completed or delayed due to non availability of steel & cement etc, delay in obtaining delivery of lifts, delay in obtaining electricity connection etc.
- f) For the purpose of facilitating the construction of the said FLAT AND/OR UNIT in the aforesaid building the DEVELOPER may apply for and obtain financial assistance from banks and other financial institutions.
- g) The name of the COMPLEX shall be "**KALAMUNJ SHARDA TOWERS** " and will not be changed.
- h) The DEVELOPER 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 , and the Purchaser and the Purchaser or to be construed as a joint venture or joint ventures between the Purchaser and the DEVELOPER nor shall the DEVELOPER and the Purchaser constitute an association of persons. Each party shall keep the other party duly indemnified from and against the same.
- i) The DEVELOPER shall be entitled to all future vertical/lateral expansion of the said BUILDING and/or the complex by way of additional construction or otherwise and the Purchaser have agreed not to raise any objection in any manner whatsoever or howsoever.
- j) These presents 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 acknowledge upon signing this agreement, no other conditions, stipulations, representations, guarantees or warranties have been made by the DEVELOPER other than what is specifically set forth herein.
- k) It is hereby expressly agreed by and between the parties hereto that nothing herein contained shall be construed to be a "Works Contract" and it is hereby further agreed by and between the parties hereto in the event of the DEVELOPER being liable to make payment of any Sales Tax or Service Tax or any other statutory tax or duty or levy in respect of this Agreement, the Purchaser shall be liable and agrees to make payment of the same at or before taking over possession of the said FLAT AND/OR UNIT.
- l) If any provision of these presents or the application thereof, to any circumstance, shall be invalid or unenforceable to some extent, the remainder of this Agreement shall not be affected thereby and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by the law. If any such provision is so held to be invalid, illegal and unenforceable, the Parties hereto undertake to use their best efforts to reach a mutually acceptable alternative to give effect to such provision in a manner, which is not

invalid, illegal and unenforceable.

- m)** The DEVELOPER shall have exclusive right over all unsold constructed areas within the premises as well as the area/s and/or portion/s and/or part/s of the premises separately held and/or occupied by the DEVELOPER herein at and under the premises, which are not specifically allotted to any other person/s. It is pertinent hereto mention that the DEVELOPER herein is/are holding and/or possessing and/or seizing demarcated and specified portion at the premises which is to be used, occupied, enjoyed, possessed and held by the DEVELOPER herein and/or its/his/her assigns, representatives and/or transferee/s in the same manner as an DEVELOPER can use, occupy, seize, possess and have free from all objection/s and/or claim and/or demand from any the Purchaser herein and/or any person whomsoever representing any person/s and the DEVELOPER herein accordingly shall have the right, title and interest at and upon all ingress and/or egress of the all phases of the project hereof and/or the premises and or the complex , larger and smaller in every manner whatever available thereto.
- n)** The hoarding of "**KALAMUNJ SHARDA TOWERS** " may be erected in any of the BUILDING inside the Complex.

ARTICLE-XII - DOCUMENTATION CHARGES

- a)** The Advocate nominated by the DEVELOPER shall draw all papers, documents and drafts required for and/or in connection with the various common purposes relating to the said building as envisaged herein and such documents containing covenants to be observed on the part of the parties hereto as in the sole direction of the said Advocates' be determined to be reasonable and the costs and expenses of the same shall be borne and paid by the Purchaser as follows.
- b)** Stamp duty, registration charges Advocate Fees and other incidental expenses and/or in relation to conveyance of the said FLAT AND/OR UNIT and for obtaining approval and consent 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 Purchasers.
- c)** For the purpose of registration of this agreement the Purchaser shall also pay the estimated cost and expenses to cover the aforesaid stamp duty, registration charges along –with legal charges @ 0.25% the total consideration value at the time of preparation of Agreement for Sale subject to minimum of Rs 25,000/- and 0.25% of the total consideration value at the time of preparation of Deed Of Conveyance & Registry there upon subject to minimum of Rs 25,000.
- d)** At or before taking delivery of possession the Purchaser shall also pay the estimated cost and expenses to cover the aforesaid stamp duty, registration charges along –with legal charges @ % of the market value subject to a mimimum of Rs/- and other

incidental expenses of Rs/- and/ or other charges in relation to Registration of Deed of Conveyance of the said FLAT AND/OR UNIT. Registration Expenses related to Stamp Duty and Registry shall be paid by the purchaser.

ARTICLE-XIII NOTICE

- a) All notices to be served hereunder by either of the parties to the other shall be deemed to have been served on the 15th day of the month for which 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-XIV - ARBITRATION

- a) 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 by the arbitrator appointed by the "OWNER/DEVELOPER" under the provisions of the Arbitration and Conciliation Act, 1996 and /or Arbitration and Conciliation (Amendment) Act 2015..

ARTICLE-XV - JURISDICTION

- a) In connection with the aforesaid arbitration proceedings and all other proceedings the courts in Kolkata only shall entertain and try all actions, suits and proceeding arising out of this agreement.

THE FIRST SCHEDULE

(TITLE)

- A. By six separate Deeds of Conveyance all dated 20th day of March, 2013 duly registered at the office of the District Registrar of Assurances-III, South 24 Parganas, Alipore, and recorded in Book No. I, Being Deed Nos. 01308, 01309, 01310, 01311, 01312 and 01313 for the Year 2013, Kalamunj Housing Private Limited and three others, the Owners herein, have jointly purchased various demarcated portions and become the owners of All That pieces and parcels of land containing in aggregate an area of 42 cottahs, more or less, as delineated and bordered in Red colour in the map or plan annexed hereto, together with structures standing thereon being the demarcated portion of municipal premises No. 127A/3/1, Manicktala Main Road, Kolkata - 700054, together with rights of common passage over 20' wide passage from Manicktala Main Road, morefully described in the Schedule thereunder written and also described in the First Schedule hereunder written (hereinafter for the sake of convenience referred to as the 'Said Premises') free from all encumbrances and liabilities subject however to the occupation thereof by an old tenant.

- B.** By an Agreement dated 20th day of March, 2013, the said old tenant viz. Calcutta Paper Industries has surrendered its tenancy, occupation and all its rights and claim in respect of the Said Premises and also delivered vacant possession of the Said Premises unto and in favour of the Owners herein on and with effect from the date of execution of the said Agreement. Under the said Agreement dated 20th day of March, 2013, the said Calcutta Paper Industries has been allowed to enter into, dismantle and remove the existing old factory sheds and structures from the Said Premises at their cost and responsibility within one month from the date of intimation in writing by the Owners about the sanction of plan by the Kolkata Municipal Corporation for construction of new building proposed to be constructed at the Said Premises.
- C.** Since then names of the Owners herein has duly been mutated in the records of the Kolkata Municipal Corporation as absolute owners of the Said Premises. Application filed by the Owners for separation/ apportionment of the Said Premises from the larger mother premises and assessment of the same as a single unit is now under process in the Kolkata Municipal Corporation and the said piece and parcel of land is now identified as Premises No.127A/3/1, Manicktala Main Road under Ward No.32, Assessee No.110320902228.
- D.** The Developer is a partnership firm constituted by a Deed of Partnership dated 25th day of November, 2013 made between the Baba Bhoothnath Nirman Private Limited, Chokhani Realtors Private Limited and Palanhar Complex Private Limited for the purpose of carrying on business of construction and development of immovable properties in co-partnership with each other and has evinced interest in developing the Said Premises.

THE SECOND SCHEDULE ABOVE REFERRED TO
(THE ENTIRE PREMISES)

ALL THAT the piece or parcel of land containing as per record in aggregate an area of 42 (forty two) cottahs, more or less, but on survey and actual measurement found to be 42 (forty two) cottahs 6 (six) chittacks and 1 (one) square feet, lying at and being the demarcated portion of Municipal Premises No. 127A/3, Manicktala Main Road, Kolkata now identified as Premises No.127A/3/1, Manicktala Main Road under Ward No.32, Assessee No.110320902228 within the municipal limits of Kolkata Municipal Corporation in its Ward No. 32, Police Station: Manicktala, recorded in Touzi No. 2833/1298, Mouza - Nowabad, Post: Kankurgachi, under Government Khas Mahal, Dihi Panchannagram, Division 2, Sub Division 5, Holding No. 117, TOGETHER WITH rights of common passage over the 20' wide passage from Manicktala Main Road

THE THIRD SCHEDULE ABOVE REFERRED TO:
(FLAT AND/OR UNIT)

ALL THAT the one self contained residential **FLAT AND/OR UNIT No** on the **..... Floor** of the building containing by estimation an area of **..... SQUARE FEET CARPET AREA** be the same a little more or less (having **__** Bed Rooms and 3 Toilets) **TOGETHER WITH** the undivided proportionate share or interest in the land directly underneath and forming part of the said Building **AND TOGETHER WITH** the proportionate share in all common parts portions areas and facilities to comprise in the said Premises **AND** right to park **..... No. (s) of CAR** (**____ Covered and / or ____ Open**).

THE FOURTH SCHEDULE
(SPECIFICATIONS)

<u>A) External & Common Areas</u>		
1)	Building	: Reinforced Cement Concrete (RCC) framed structure having basement, ground floor and upper floors with columns, beams and slabs. The entire structure shall have proper waterproofing and damp-proofing.
2)	Foundation	: RCC raft with retaining wall with waterproofing and anti-termite treatment.
3)	Walls	: 200mm. thick (min.) external brick walls and 125mm. thick (min.) internal/partition brick walls, with cement and sand mortar.
4)	External	: Waterproof cement plaster with long-term maintenance-free finish
5)	Flooring	: Italian marble flooring and cladding for main lobby on ground floor and Indian marble of good quality on all staircases / passages.
6)	Entrance Lobby	: Main lobby with decorative ceiling (POP) and granite paneled lift façade, elegant light fittings. Wall / ceiling shall be painted with Textured finish / plastic emulsion.
7)	Pavement and Roads	: Combination of Inter-locking pavers and Cement concrete with coloured cement tile borders.
8)	Lifts	: Such numbers of Automatic Lifts and of such passengers capacity as suggested by the Architect of Otis/Schindler/Mitsubishi make.
9)	Water Tanks	: RCC overhead & underground tanks with necessary partitions.

10) Water Supply	:	Deep Tube-well for captive water supply if permitted by the Kolkata Municipal Corporation. Underground tanks partitioned to hold ground water and corporation water. Water from the underground tanks will be pumped to partitioned overhead tanks. Pressure pumps (Hydro-pneumatic) to maintain necessary pressures throughout the building.
11) Water Treatment Plant:		Deionisation/ Softening plant to treat the ground water, if required.
12) Fire Fighting	:	Firefighting equipment as per recommendation of W.B.F&E.S.
13) Security	:	Intercoms and telephone lines with CC TV System.
14) Cable TV	:	Cable TV connection in all bedrooms, family rooms and drawing/living rooms in all apartments.
15) Landscaping	:	All open spaces other than driveways and car parks will be covered with lawns, plants and trees.
16) Boundary Wall	:	Boundary walls with compound gates and security cabins.
17) D.G set	:	Back-up power (Diesel Generator) of required capacity will be provided for all essential services and common areas. Each apartment shall be supplied with min. 2 Kw of back-up power per 1,000 sq.ft. of saleable area.
18) Swimming pool	:	One Swimming Pool for the entire Project.
19) Community Hall	:	One community hall for the entire Project.
<u>B) Internal Finishes of Apartments</u>		
1) Flooring	:	Good quality Marble flooring and skirting with Tin-oxide polish.
2) Internal Finish	:	Ceiling and Wall cement plastered, with POP punning.
3) Doors	:	
a) Main Door	:	Single-door in each apartment which will have best quality doorframe with paneled shutter, melamine polish, with brass hardware and lock of Dorset / Yale or equivalent make.
b) Other Doors	:	Best quality wooden door frames with veneer flush door finished with melamine polish and, with locks of Godrej or Yale or equivalent make.
4) Windows & Ventilators:		Best quality windows finished with polish or equivalent aluminium windows.
5) Kitchen	:	
a) Flooring	:	Polished Vitrified Tiles of good quality.
b) Wall/Dado	:	Granite / Ceramic Tiles, up to a height of 7'.

c) Counter	:	Polished Granite Slab with bull nosing.
d) Sink & Drain-Board:		Good Quality Steel Sink.
e) Fittings	:	All fittings and fixtures shall be of premier-price range of Jaguar / equivalent.
f) Others	:	Provision in the structure for installing an Electric Chimney. Electrical and Plumbing provisions for Aquaguard/ other Water Filter, Dishwasher and Instant Water Heater.
6) Toilets	:	
a) Flooring	:	Matte finish Vitrified Tiles with Granite border
b) Dado	:	Combination of Polished Vitrified Tiles and Granite Tiles, up to the height of False Ceiling
c) Sanitaryware	:	Colour (100% extra cost over White) of Hindustan, Parryware, or equivalent make. Washbasin counter of Polished Granite Slab with rounded edges. Glass separated bath area in Master Bedroom Toilet.
d) Fittings	:	All fittings & fixtures shall be of premier-price range of Jaguar / equivalent. Large Mirrors and Geysers points shall be provided in all toilets.
7) Plumbing	:	Best quality pipes as available in the market and as per plumbing consultant's advice
8) Electrical	:	Concealed insulated copper multi-strand wires. Each apartment shall be provided with min. 4 Kw power supply per 1000 sq.ft. of saleable area, and will have a distribution board with MCBs. Switches and sockets shall be of premier price range of Crabtree / MK / CPL / equivalent. All rooms shall be provided an A.C. point and 1 nos. Telephone points (2-pair).

THE FIFTH SCHEDULE ABOVE REFERRED TO
(COMMON PORTIONS)

PART I

- 1) Paths, passages and drive-ways at the Said Premises, with compound/ boundary walls, entrances/exits at the Said Premises and security/guard cabins.
- 2) All common gardens and open spaces at the ground level, except those specifically allotted to individual Units.
- 3) Entrance Lobby, Hallway, Reception, and corridors in the ground floor.
- 4) Staircase and floor lobbies, corridors, hallways and landings and stair cover on the ultimate roof.
- 5) Common toilet and other common service areas.

- 6) Two (2) lifts with all accessories and lift well for installing the same and Lift Machine room on the ultimate roof.
- 7) Fire Fighting system as acceptable by the Fire Directorate, Govt. of West Bengal.
- 8) Overhead water tanks and underground water reservoir with all common pipe and distribution pipes to the unit and water pump with motor and room/space for installing the same.
- 9) Water waste sewage evacuation pipe from the units to drain and sewers common to the New Building.
- 10) Drains and sewers from the New Building to the Corporation drain.
- 11) Electrical wiring, fittings and fixtures for lighting the staircase, lobbies, landings and other common service areas and for operating the lifts and pumps.
- 12) Transformer, Electrical sub-station and their accessories and distribution cable that be installed in or for the New Building and other related accessories for their installation and also electrical installations with Main switch, meter etc., and spaces and rooms therefor.
- 13) Stand-by Diesel Generator set/s, for common lights and services and for stand-by power to the units, its/their panel/s and accessories and room therefor.
- 14) Rooms for security personnel and fully furnished room for Association, including Caretaker's Office.
- 15) Any other common spaces, installations, facilities and amenities which may be required for the common establishment, location, enjoyment, maintenance and/or management of the New Building.

COMMON FACILITIES

- 1) Intercom System & Telephone Cables (wiring)
- 2) Cable TV Connection
- 3) Generator/s
- 4) Gymnasium : Open Air Gymnasium with Fitness Equipment
- 5) Children Play Area : Outdoor children's play area with play equipment.
- 6) Any other common facilities required.

THE SIXTH SCHEDULE

(CONSIDERATION AND PAYMENT)

PART I : TOTAL CONSIDERATION : Rs. ____/- (_____) only.

PART II : SCHEDULE OF PAYMENT:

Srl. No	Payment Plan	%	Consideration Amount (Rs)	GST (Rs)	Total (Rs)
1	On Agreement	15% + Taxes as applicable			
2	On completion of Foundation with piles	15% + Taxes as applicable			
3	On completion of 2 nd Floor Roof Slab	10% + Taxes as applicable			
4	On completion of 4 th Floor Roof Slab	10% + Taxes as applicable			
5	On completion of 6 th Floor Roof Slab	10% + Taxes as applicable			
6	On completion of Final Roof Slab	05% + Taxes as applicable			
7	On completion of Brick Work	10% + Taxes as applicable			
8	On completion of Flooring	10% + Taxes as applicable			
9	On completion of Internal Finishing	05% + Taxes as applicable			
10	On possession	10% + Taxes as applicable			

THE SEVENTH SCHEDULE
(COMMON EXPENSES)

1. Establishment and all other capital and operational expenses of the Association of Flat DEVELOPER s.
2. All charges and deposits for supply, operation and maintenance of common utilities.
3. All charges and expenses for deployment/engaging and appointment of security service agency and /or personnel and all allied expensed connected and/or incidental thereto..
4. All charges for the electricity consumed for the operation of the common machinery and equipment.
5. All expenses for insuring the Complex, inter alia, against earthquake, flood, rain, fire, mob violence, damages, civil commotion, etc.
6. All litigation expenses incurred for the common purposes and relating to common use and enjoyment of the Building Common Portions at the Building level and/or Complex Common Portions at the Complex level.
7. All costs for maintaining, operating, replacing, repairing, white-washing, painting, decorating, re-decorating, re-building, re-constructing, lighting and renovating the Building Common Portions at the Building level and/or Complex Common Portions at the Complex level, including the exterior or interior (but not inside any **FLAT AND/OR UNIT**) walls of the Building s.
8. All expenses for running and operating all machinery, equipments and installations comprised in the Building Common Portions at the Building level and/or Complex Common Portion at the Complex level, including lifts, Generator, if any changeover switches, if any pumps and other common installations including, their license fees, taxes and other levies (if any) and expenses ancillary or incidental thereto and the lights of the Building Common Portions at the Building level and/or Complex Common Portion at the Complex level.
9. Municipal Tax, surcharge, Multistoried Building Tax, Water Tax and other levies in respect of the Building at the Building level and in respect of the Complex at Complex level save those separately assessed on the Purchasers.
10. The salaries of and all other expenses on the staff to be employed for the Common Purposes, viz. manager, caretaker, clerks, security personnel, liftmen, sweepers, plumbers, electricians etc. including their perquisites, bonus and other emoluments and benefits.

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 VENDORS

AT KOLKATA IN THE PRESENCE OF:

WITNESSES:

1.

2.

SIGNED AND DELIVERED BY THE DEVELOPER

AT KOLKATA IN THE PRESENCE OF:

WITNESSES:

1.

2.

SIGNED AND DELIVERED BY THE PURCHASER

AT KOLKATA IN THE PRESENCE OF:

WITNESSES:

1.

2.

