

AGREEMENT

1. **Date:** _____
2. **Place:** Kolkata
3. **Parties:**
 - 3.1 **Debabrata Saha**, son of Late Madhabendu Saha, residing at 102/3 Beniatola Street, Police Station Jorabagan, Kolkata 700006 [PAN DCHPS0958H]
 - 3.2 **Sakuntala Saha**, wife of Subrata Saha, residing at 102/3 Beniatola Street, Police Station Jorabagan, Kolkata 700006 [PAN COWPS7588K]
 - 3.3 **Subrata Saha**, son of Late Madhabendu Saha, residing at 102/3 Beniatola Street, Police Station Jorabagan, Kolkata 700005 [PAN DMAPS3763B]
 - 3.4 **Sudip Saha**, son of Late Dilip Kumar Saha, residing at 102/3 Beniatola Street, Police Station Jorabagan, Kolkata 700005 [PAN BLTPS8235G]
(Hereinafter collectively referred to as the “Owners”, which shall include successors-in-interest)

And

- 3.5 **Red Square Realty**, a registered partnership firm having its office at Unit No. 0503, 5th Floor, Ecosuite Business Tower, Plot No. II-D/22, Action Area II, New Town, Kolkata 700157 under Police Station New Town [PAN AARFR7868L], being represented by its partners (1) **Samaresh Das**, son of Gour Das, residing at AL 62, Salt Lake, Sector II, Kolkata 700091, Police Station Bidhan Nagar [PAN AKEPD2394L] (2) **Tanushree Nandan**, daughter of Late Asim Kumar Nandan, residing at Flat No. D13.1, NBCC VIBGYOR TOWERS, Plot No. CE-2, New Town, 24 Parganas (North), Police Station New Town, PIN 700156 [PAN AERP3286J] and (3) **Tuhin Podder**, son of Late Krishna Chandra Podder, residing at 1246, Bhatrapally, Barasat, District North 24 Parganas, PIN 700126, Police Station Barasat [PAN AKVPP1794R] (hereinafter referred to as the “**Developer**”, which shall include its successors-in-interest and assigns)

And

- 3.6 **Mrs. Sreetama Kar Guha**, wife of Arenjit Kar residing at Madral Banerjee Para, Kakinara WestBwngal PIN 743126, P.O. Madaral, P.S. Jagaddal [PAN BHMPG0794B].
- 3.7 **Mr. Arenjit Kar**, son of Mr. Arun Kar, residing at Madral Banerjee Para, Kakinara WestBwngal PIN 743126, P.O. Madaral, P.S. Jagaddal [PAN CWSPK1339L].

(hereinafter referred to as the “**Buyer(s)**”, which term shall include their successors-in-interest and/or permitted assigns).

The Owners and the Developer are hereinafter collectively referred to as the “**Sellers**”.

The Owners, the Developer and the Buyer(s) are hereinafter collectively referred to as the “**Parties**” and individually, a “**Party**”.

NOW THIS AGREEMENT WITNESSES, RECORDS, BINDS AND GOVERNS THE CONTRACTUAL RELATIONSHIP BETWEEN THE PARTIES AS FOLLOWS:

4. Subject Matter of Agreement:

4.1 Transfer of Said Flat and Appurtenances: Terms and conditions for transfer of:

- 4.1.1 **Said Flat: Residential Flat No. F3**, on the **third (3rd) floor**, having a super built-up area of approximately 1038 (**one thousand and thirty eight**) **square feet**, more fully described in **Part-I** of the **Second Schedule** attached hereto (the “**Said Flat**”), comprised in a G+V (ground plus five) new residential building named “**Doyeeta**” (the “**Said Building**”) to be constructed on an area under *Mouza* Dasadrone, J.L. No. 4, being Holding Nos. RGM 4/372, 4/374 & 4/429, Block B, Dasadrone, Kolkata 700136, within the limits of Ward No. 7 of Rajarhat-Gopalpur Municipality (“**RGM**”), Police Station Baguihati (formerly Rajarhat), District North 24 Parganas and described in the **First Schedule** attached hereto (the “**Said Premises**”).

- 4.1.2 **Land Share:** Subject to the provisions of Clause 6.1.1 below, undivided, impartible, proportionate and variable share in the land underneath the Said Building, comprising a part of the Said Premises, as be attributable and appurtenant to the Said Flat (the “**Land Share**”). The Land Share is/shall be derived by taking into consideration the proportion which the super built-up area of the Said Flat bears to the total super built-up area of the Said Building.
- 4.1.3 **Parking Space(s):** The right to park in the parking space/s described in **Part-II** of the **Second Schedule** attached hereto (the “**Parking Space(s)**”), if any.
- 4.1.4 **Share in Building Common Portions:** Undivided, impartible, proportionate and variable share and/or interest in the common areas, amenities and facilities of the Said Building as be attributable and appurtenant to the Said Flat (the “**Share in Building Common Portions**”), the said common areas, amenities and facilities being described in the **Third Schedule** attached hereto (hereinafter collectively referred to as the “**Building Common Portions**”). The Share in Building Common Portions shall be derived by taking into consideration the proportion which the super built-up area of the Said Flat bears to the total super built-up area of the Said Building. It is clarified that the Common Portions shall always be and remain subject to change and modification, as may be deemed fit and necessary by the Developer, to accommodate their future plans regarding the Said Building and the Buyer(s) hereby accept/s the same and shall not, under any circumstances, raise any objection or hindrance thereto.
- 4.1.5 **Easement Rights over Building Common Portions:** Right of easement on facilities and amenities which may be provided by the Sellers for common benefit and utilization of all or specified portions of the Said Building. It is clarified that some or all of the Building Common Portions may either be located outside the Said Premises or may be part of the Said Premises. It is further clarified that the Building Common Portions shall always be and remain subject to change and modification, as be deemed fit and necessary by the Developer, to accommodate their future plans regarding the Said Building and the Buyer(s) hereby accept/s the same and shall not, under any circumstances, raise any objection or hindrance thereto.

The Said Flat, the Land Share, the Parking Space(s) (if any), the Share in Building Common Portions and the Easement Rights over Building Common Portions are collectively described in **Part-III** of the **Second Schedule** attached hereto (collectively, the “**Said Flat and Appurtenances**”).

5. **Background:**

- 5.1.1 **Absolute Ownership:** The Owners have represented to the Buyer(s) that by virtue of the events and circumstances described in **Part-II** of the **First Schedule** attached hereto (**Devolution of Title**), the Owners have become the joint owners of the Said Premises, free from all encumbrances and the Owners are in peaceful possession thereof.
- 5.1.2 **Development Agreement:** With the intention of developing and commercially exploiting the Said Premises by constructing the Said Building thereon and selling the flats and other covered and open spaces therein (the “**Flats**”), the Owners have entered into a development agreement dated 11th March 2015, registered in the Office of the Additional Registrar of Assurances-II,

Kolkata recorded in Book No. I, CD Volume No. 18, at Pages 4366 to 4411, being Deed No. 03314 for the year 2015 (the “**Development Agreement**”) with the Developer.

- 5.1.3 **Power of Attorney:** By a power of attorney dated 11th March 2015, registered in the Office of the Additional Registrar of Assurances-III, Kolkata recorded in Book No. IV, CD Volume No. 5, at Pages 4715 to 4745, being Deed No. 02113 for the year 2015 (the “**POA**”), the Owners have appointed the Developer as their lawful attorney and empowered the Developer to do all acts, things and deeds in relation to development of the Said Premises by constructing the Said Building and to sell various saleable areas out of the Developer’s Allocation (defined in Clause 13.3 of the Development Agreement) comprised in the Said Building and to execute this sale agreement (hereinafter referred to as the “**Agreement**”) on their behalf.
- 5.1.4 **Sanctioned Plans:** The Owners, with a view to constructing the Said Building on the Said Premises, had got a building plan sanctioned by the RGM vide **Sanction No. SL S81/99/2000 dated 13th October 1999**, which was further renewed by the Owners for a period of two years on **17th June 2014** (the “**Sanctioned Plans**”, which includes all sanctioned / permissible modifications made thereto, if any, from time to time).
- 5.1.5 **Allocation:** By mutual consent, certain Flats in the Said Building have been allocated to the Owners (collectively, the “**Owners’ Allocation**”) and certain other Flats in the Said Building have been allocated to the Developer (collectively, the “**Developer’s Allocation**”). The Said Flat and Appurtenances is comprised in and forms part of the Developer’s Allocation.
- 5.1.6 **Said Scheme:** For selling the Flats comprised in the Developer’s Allocation, the Developer has adopted a scheme (the “**Said Scheme**”). The Said Scheme is based on the legal premises that (1) the land contained in the Said Premises is owned by the Owners and hence Land Shares therein must be transferred by the Owners, (2) such transfer by the Owners are in consideration of the Developer bearing all costs for the construction of the Owners’ Allocation and paying all other consideration to the Owners, (3) consequently, prospective purchasers (the “**Intending Buyers**”) are nominees of the Developer and would have to pay all consideration for the Land Shares to the Developer and not the Owners, (4) the Flats comprised in the Developer’s Allocation belong to the Developer as they have been constructed by the Developer at the Developer’s own cost and hence they shall be transferred by the Developer, (5) to give perfect title to the Intending Buyers, the Sellers shall jointly enter into sale agreements for the Flats with the Intending Buyers, whereunder the Owners (accepting the Intending Buyers to be nominees of the Developer) would agree to sell Land Shares to the Intending Buyers and the Developer would agree to sell Flats comprised in the Developer’s Allocation to the Intending Buyers (6) the consolidated consideration payable by the Intending Buyers (for the Flats and the Land Shares) should be received entirely by the Developer and (7) the Buyer(s) are aware and agreed to purchase the Said Flat under the Said Scheme from the Sellers.
- 5.2 **Application and Allotment:** The Buyer(s) has / have applied to the Developer for purchase of the Said Flat and Appurtenances and the Developer has allotted the same to the Buyer(s) conditional upon the Buyer(s) entering into this Agreement.
- 5.3 **Agreement to Record:** Pursuant to the aforesaid application made by the Buyer(s) and the allotment made by the Developer, this Agreement is being entered into between the Parties for

recording the conclusive and comprehensive terms and conditions (superseding all previous documents and understandings) for sale of the Said Flat and Appurtenances by the Sellers to the Buyer, in accordance with the Said Scheme.

6. Conditions Precedent:

6.1 **Acceptance of Conditions Precedent:** The Parties have accepted and agreed that the following are and shall be the conditions precedent to this Agreement:

6.1.1 **Understanding of Scheme by Buyer(s):** The undertaking and covenant of the Buyer(s) is that the Buyer(s) has/have understood and accepted the under mentioned scheme of development of the Sellers:

(a) **Development of the Said Building:** The Developer intends to develop the entirety of the Said Premises and the Buyer(s) shall not raise any hindrance thereto.

(b) **Sanctioned Plans Independent:** In pursuance of such intention, the Owners have presently got the Sanctioned Plans of the Said Building sanctioned by the RGM.

(c) **Extent of Ownership:** The ownership rights of the Buyer(s) are limited to the Said Flat, the Parking Space(s), if any, and the Share in Building Common Portions, and the Buyer(s) hereby accept/s the same and undertake/s that the Buyer(s) shall not, under any circumstances, raise any claim of ownership on the Building Common Portions over which easement rights have been granted or any other component or constituent.

(d) **Building Common Portions Subject to Change:** The Building Common Portions shall always be and remain subject to change and modification, as be deemed fit and necessary by the Developer, to accommodate their future plans regarding the Said Building and the Buyer(s) hereby accept/s the same and the Buyer(s) shall not, under any circumstances, raise any objection or hindrance thereto.

(e) **Only Easements on certain Building Common Portions:** The Buyer(s) shall only have easement rights on certain of the Building Common Portions and the Buyer(s) hereby accept/s the same and the Buyer(s) shall not, under any circumstances, raise any claim of ownership on any component or constituent of the said Building Common Portions over which only easement rights have been granted hereunder.

(f) **Location of Building Common Portions:** The Building Common Portions may either be located outside the Said Premises or may be part of the Said Premises; if some of the Building Common Portions are part of the Said Premises, then and in such event such part of the Said Premises on which the Building Common Portions are located shall be deemed to be excluded from the area of the Said Premises. The Buyer(s) hereby accept/s the same and shall not, under any circumstances, raise any objection or hindrance in this regard.

6.1.2 **Financial and Other Capacity of Buyer(s):** The undertaking of the Buyer(s) to the Developer is that the Buyer(s) has/have the financial and other resources to meet and comply with all financial and other obligations under this Agreement, punctually.

- 6.1.3 **Satisfaction of Buyer(s):** The undertaking of the Buyer(s) to the Sellers that the Buyer(s) is acquainted with, fully aware of and is thoroughly satisfied about the title of the Sellers, the Sanctioned Plans, all the background papers, the right of the Sellers to enter into this Agreement and the extent of the rights being granted in favour of the Buyer(s), and the Buyer(s) shall not raise any objection with regard thereto.
- 6.1.4 **Measurement:** The mutual agreement and acceptance by and between the Parties is that the measurement of the Said Flat as mentioned in this Agreement is tentative and (1) the final measurement of the Said Flat will be done by the Developer on completion of its construction, (2) the built-up area of the Said Flat shall be certified by its Engineer and/or Architect, as may be appointed by the Developer from time to time (the “**Architect/Engineer**”), (3) the super built-up area of the Said Flat will be 25% (twenty five per cent) more than the built-up area plus the proportionate share of staircase and lobby of the concerned floor and (4) neither of the Parties shall question and/or challenge the built-up and/or super built-up area certified by the Architect / Engineer, at any time or under any circumstances. The Total Price (defined in Clause 8.1 below) shall increase or decrease on the basis of the final measurement done by the Architect / Engineer in the above manner.
- 6.1.5 **Parking Space Allotment:** The mutual agreement and acceptance by and between the Parties is that (1) the Parking Space(s) (if any has been agreed to be taken by the Buyer(s)) shall be allotted to the Buyer(s) after completion of construction of the Said Building but simultaneously with delivery of possession of the Said Flat, (2) if covered, the Parking Space(s) shall be at the ground floor of the Said Building and if open, at any place at the ground level of the Said Premises, (3) the Parking Space(s) can only be used for parking of a medium sized motor car/two wheeler of the Buyer(s) and not for any other purposes and (4) the Buyer(s) will have the right to park in the allotted Parking Space(s) only.
- 6.1.6 **Rights Confined to Said Flat and Appurtenances:** The undertaking of the Buyer(s) to the Sellers is that the right, title and interest of the Buyer(s) is confined only to the Said Flat and Appurtenances and the Sellers are entitled to deal with and dispose off all other portions of the Said Building to third parties at the sole discretion of the Sellers, to which the Buyer(s), under no circumstances, shall be entitled to raise any objection.
- 6.1.7 **Covenants:** The mutual agreement and acceptance by and between the Parties is that (1) the covenants of the Buyer(s) (the “**Buyer’s / Buyers’ Covenants**”) and the covenants of the Sellers (the “**Sellers’ Covenants**”) as mentioned in Clause 10 and its sub-clauses below shall perpetually run with the land, (2) the Buyer’s / Buyers’ Covenants and the Sellers’ Covenants (collectively, the “**Covenants**”) shall bind them and their successors-in-title or interest and (3) this Agreement is based on the undertaking that the Covenants shall be strictly performed by the Buyer(s) and the Sellers, respectively.
- 6.1.8 **Building Common Portions Subject to Change:** The mutual agreement and acceptance by and between the Parties is that although the Building Common Portions are described in the **Third Schedule** attached hereto, the said description is only indicative and is not intended to bind the Developer in any manner. The Developer shall, in the absolute discretion of the Developer, be entitled to modify or improvise upon the Building Common Portions and the Buyer(s) shall

not have any claim, financial or otherwise, against the Developer for such modification or improvisation.

- 6.1.9 **Addition / Alteration of the Said Building:** The undertaking of the Buyer(s) to the Developer is that notwithstanding anything contained in this Agreement, the Buyer(s) has / have no objection and shall under no circumstances have any objection to the Developer (1) modifying the Sanctioned Plans (excluding the portion relating to the Said Flat), if necessary and (2) granting all forms of unfettered and perpetual proportionate right of ownership and usage over the Building Common Portions of the Said Building and the Said Premises to any other Intending Buyers.

The Buyer(s) further undertake/s that in consideration of the Sellers agreeing to sell the Said Flat and Appurtenances to the Buyer(s), the Buyer(s) has/have accepted and/or shall be deemed to have accepted all the above conditions.

7. Commencement and Validity:

- 7.1 **Date of Commencement:** This Agreement has commenced and shall be deemed to have commenced on and with effect from the date mentioned at the beginning of this Agreement (the “**Commencement Date**”).

- 7.2 **Validity:** This Agreement shall remain in force till such time the Said Flat and Appurtenances is completed and possession thereof is delivered to the Buyer(s), unless terminated in the manner mentioned in this Agreement.

8. Total Price including Flat Cost and Extras, Payment:

- 8.1 **Total Price:** The consideration for sale of the Said Flat, the Land Share, the Share in Building Common Portions and grant of Easement Rights over the Building Common Portions is **Rs. 28,02,600/- (Rupees Twenty Eight Lakh Two Thousand and Six Hundred) only** (the “**Flat Cost**”), and for the right to park **one (01) two wheeler** in the covered space in the ground floor of the Said Building is **Rs. 40,000/- (Rupees Forty Thousand) only** (the “**Parking Space Cost**”), and for the right to park **one (01) medium** sized car in the covered space in the ground floor of the Said Building is **Rs. 3,50,000/- (Rupees Three Lakhs and Fifty Thousand) only** (the “**Parking Space Cost**”), and the amount payable as Extras as defined in Clause 8.4 herein below is **Rs. 1,71,270/- (Rupees One Lakh Seventy One Thousand Two Hundred and Seventy) only**, and the total Service Taxes applicable thereon is **Rs. 1,58,459/- (Rupees One Lakh Fifty Eight Thousand Four Hundred and Fifty Nine) only**, aggregating to **Rs. 35,22,329/- (Rupees Thirty Five Lakh Twenty Two Thousand Three Hundred and Twenty Nine) only** (the “**Total Price**”), which the Parties confirm and accept. Service taxes as given above in the Total Price may vary as per the applicable laws for the time being in force, and in case the same is increased by relevant authorities, the increased Service Taxes shall be paid in addition to the Total Price defined hereinabove. The Total Price has been fixed by mutual consent and hence it shall not be open to question by any Party **provided however** the Total Price shall vary proportionately in the manner mentioned in Clause 6.1.4 above.

- 8.2 **Payment of the Total Price:** The Total Price shall be paid by the Buyer(s) in the manner mentioned in the charts below, as may be applicable to the Buyer(s), time being the essence of contract. The Buyer(s) agree/s and covenant/s not to claim any right or possession over and in

respect of the Said Flat and Appurtenances till such time the Buyer(s) has/have paid the entirety of the Total Price Including the Extras and all other amounts agreed to be paid or deposited under this Agreement.

No. of Installment	Payment Stage	Due
1	Application / Earnest Money	Rs. 2,00,000/- + Service Tax as applicable
2	On or before execution of Sale Agreement of the Said Flat	20% of the Flat Cost + Service Tax as applicable + Legal Charges
3	On or before commencement of ground floor casting of the Said Building	7% of the Flat Cost & Parking Space Cost + Service Tax as applicable
4	On or before commencement of 1 st floor casting of the Said Building	7% of the Flat Cost & Parking Space Cost + Service Tax as applicable
5	On or before commencement of 2 nd floor casting of the Said Building	7% of the Flat Cost & Parking Space Cost + Service Tax as applicable
6	On or before commencement of 3 rd floor casting of the Said Building	7% of the Flat Cost & Parking Space Cost + Service Tax as applicable
7	On or before commencement of 4 th floor casting of the Said Building	7% of the Flat Cost & Parking Space Cost + Service Tax as applicable
8	On or before commencement of 5 th floor casting of the Said Building	7% of the Flat Cost & Parking Space Cost + Service Tax as applicable
9	On or before commencement of Internal Plaster of the Said Flat	8% of the Flat Cost & Parking Space Cost + Service Tax as applicable
10	On or before commencement of laying of electrical & plumbing lines of the Said Flat	8% of the Flat Cost & Parking Space Cost + Service Tax as applicable
11	On or before commencement of flooring & plaster of Paris works of the Said Flat	6% of the Flat Cost & Parking Space Cost + Service Tax as applicable
12	On or before commencement of application of plaster on façade of the Said Building	6% of the Flat Cost & Parking Space Cost + Service Tax as applicable
13	On or before installation of doors & windows of the Said Flat	5% of the Flat Cost & Parking Space Cost + Service Tax as applicable

No. of Installment	Payment Stage	Due
14	On possession of the Said Flat	5% of the Flat Cost & Parking Space Cost + Extras (including EDC) + Service Tax as applicable

- 8.3 **Notice for Payment:** Before the dates when each installment mentioned in serial numbers 1 to 13 of the chart above become due (the “**Due Date**”), as applicable, the Developer shall give a written notice to remind the Buyer(s) (the “**Payment Notice**”), quantifying the amount payable by the Buyer(s). Within 7 (seven) days of the Due Date (which shall also be mentioned in the Payment Notice), the Buyer(s) shall (unconditionally, without demur and without raising any dispute about service/receipt of the Payment Notice), pay the amount quantified in the Payment Notice, failing which the Buyer(s) shall be deemed to be in default and the consequences mentioned in Clause 11.2 shall follow. The Buyer(s) covenant/s that the Buyer(s) shall regularly and punctually make payment of the installments of the Total Price in the manner mentioned in the applicable chart above, and this Agreement is and shall be deemed to be sufficient notice to the Buyer(s) about the obligation to make timely payment. Timely payment of the Total Price including the Extras shall be the essence of the contract. If payments are made by negotiable instruments, the same shall be made payable at Kolkata and favoring “**Red Square Realty**” or such other name as may be notified by the Developer. Further, in case the Buyer(s) request/s a change in the payment schedule mentioned hereinabove at any time after execution of this Agreement, a service charge of **Rs. 10,000/- (Rupees Ten Thousand)** only shall be levied by the Developer on the Buyer(s) for each such change request.
- 8.4 **Extras:** As part of the Total Price, the Buyer(s) shall pay to the Developer/assignee(s) of the Developer/other concerned person/entity (as specified below), as and when demanded, the following amounts (collectively, the “**Extras**”), proportionately or wholly (as the case may be), with service tax thereon, if applicable, towards:
- 8.4.1 **Increase Due to Circumstances of Force Majeure:** Any increase and / or escalation in the cost of construction due to Circumstances of Force Majeure (defined in Clause 15.1 below), proportionately.
- 8.4.2 **Special Amenities / Facilities:** providing any special amenities/facilities in the Building Common Portions (save and except those described in the **Third Schedule** attached hereto) and improved specifications of construction of the Said Flat and/or the Said Building over and above the specifications described in the **Fourth Schedule** attached hereto (the “**Specifications**”), proportionately.
- 8.4.3 **Electricity:** obtaining HT/LT electricity supply from the supply agency, which shall be on actuals.
- 8.4.4 **Electricity Meter for Building Common Portions:** Security deposit and all other billed charges of the supply agency for providing electricity/meter to the Building Common Portions, proportionately.

- 8.4.5 **Generator:** for provision of stand-by power supply for 24 hours to the Said Flat from one diesel generator of 10 KVA capacity, **Rs. 51,900/- (Rupees Fifty Nine Thousand and Nine Hundred) only** [being calculated at the rate of Rs. 50/- (Rupees Fifty) only per square feet of the super built-up area of the Said Flat].
- 8.4.6 **External Development Charges (EDC):** shall mean the external development charges of **Rs. 51,900/- (Rupees Fifty One Thousand and Nine Hundred) only** [being calculated at the rate of Rs. 50/- (Rupees Fifty) only per square feet of the super built-up area of the Said Flat], being levied on a pro rata basis on all the residents of the Said Building on account of development of the infrastructure and areas adjacent to the Said Premises, including but not limited to, the widening of public roads, the laying of lines for public water supply and for sewerage & storm water drainage, street lighting, etc. The EDC may be required to be paid to an assignee of the Developer.
- 8.4.7 **Betterment Fees:** betterment or other levies that may be charged/imposed by any government authorities or statutory bodies on the Said Premises or the Said Flat and Appurtenances or its transfer in terms hereof, proportionately.
- 8.4.8 **Taxes:** Service Tax, Works Contract Tax, Value Added Tax or any other tax and imposition levied by the State Government, Central Government or any other authority or body on the Sellers, from time to time, proportionately, if levied as a whole on the Said Building and wholly, if levied specifically on the Said Flat and Appurtenances.
- 8.4.9 **Electricity Meter for Said Flat:** security deposit and all other billed charges of the supply agency for providing electricity meter to the Said Flat, at actuals.
- 8.4.10 **Legal Fees, Stamp Duty and Registration Costs:** The Buyer(s) agree/s to pay **Rs. 20,760/- (Rupees Twenty Thousand and Seven Hundred and Sixty) only** [being calculated at the rate of Rs. 20/- (Rupees Twenty) only per square feet of the super built-up area of the Said Flat] towards legal expenses incurred by the Developer on drawing up of all legal documentation for sale of the Said Flat, including this Agreement (the "**Legal Charges**"). The Legal Charges may be required to be paid to an assignee of the Developer. In addition, stamp duty, registration fees and any other miscellaneous expenses, if incurred, for registration of the Said Flat shall be borne by the Buyer(s) on actuals and paid to the Developer 15 (fifteen) days prior to the date of registration.
- 8.4.11 **Air-conditioned Community Hall:** for provision of one air-conditioned community hall on the rooftop of the Said Building, **Rs 31,140/- (Rupees Thirty One Thousand One Hundred and Forty) only** [being calculated at the rate of Rs. 30/- (Rupees Thirty) only per square foot of the super built-up area of the Said Flat].
- 8.4.12 **Common Expenses / Maintenance Charges and Rates & Taxes:** Common expenses / maintenance charges described in the **Fifth Schedule** attached hereto (the "**Common Expenses / Maintenance Charges**") along with RGM tax, Land Revenue (*Khazna*), surcharge, levies, cess etc. (collectively, the "**Rates & Taxes**"), proportionately from the Date of Possession Notice (defined in Clause 9.6.2 below). It is clarified that the Common Expenses/Maintenance

Charges shall include cost of operation, maintenance, repair and replacement of the Building Common Portions. Simultaneously with the payment of the last installment of the Flat Cost, the Buyer(s) shall pay to the Developer an interest free sum of **Rs. 15,570/- (Rupees Fifteen Thousand Five Hundred and Seventy) only** [being calculated @ Rs. 2.50/- (Rupees Two and Fifty paise) only per month, per square foot of the super built-up area of the Said Flat, for 06 (six) months] along with applicable service taxes thereon, which amount shall be utilized by the Developer for defraying Common Expenses / Maintenance Charges. It is clarified that after the aforesaid sum of **Rs. 15,570/- (Rupees Fifteen Thousand Five Hundred and Seventy) only** is exhausted, the supervision of maintenance of the Said Building shall be handed over by the Sellers to a body of flat owners of the Said Building, which may be a syndicate, committee, body corporate, company or association under the West Bengal Apartment Ownership Act, 1972 (the “**Association**”), as soon as be practicable, so that the Association may deal directly with the same.

8.4.13 **Change in Total Price:** Any increase or decrease in the Total Price and / or the Extras due to an increase or decrease in measurement of the Said Flat, at the rate at which the Flat Cost / Extras has been computed. However, the basic sale price on the rate per square foot shall remain fixed.

9. Construction and Completion of Sale:

9.1 **Construction by Developer:** The Developer shall construct, complete and finish the Said Flat and Appurtenances in accordance with the Sanctioned Plans or as may be recommended by the Architect / Engineer, as per the Specifications described in the **Fourth Schedule** attached hereto.

9.2 **Quality, Workmanship and Acceptance of Variations etc.:** The decision of the Architect / Engineer regarding quality and workmanship shall be final and binding on the Parties. The Buyer(s) hereby consent/s to the variations, modifications or alterations as may be recommended by the Architect / Engineer and hereby further agree/s not to raise any objection to the Developer and/or the Architect / Engineer making such variations, modifications or alterations.

9.3 **No Hindrance:** The Buyer(s) shall not do any act, deed or thing whereby construction of the Said Flat and Appurtenances and the Said Building is in any way hindered or impeded.

9.4 **Basic Duty of Buyer(s):** The Buyer(s) shall make all payments and perform all obligations as stipulated in this Agreement and the Buyer(s) shall not, in any way, commit breach of the terms and conditions herein contained.

9.5 **Completion Date:** Construction, finishing and making the Said Flat habitable and the Parking Space(s), if any, usable (1) in bare condition and (2) as per the Specifications, the decision of the Architect/Engineer in this regard being final and binding, shall be done by the Developer within **18 (eighteen) months** from the Commencement Date (the “**Completion Date**”), provided however that the Completion Date may be extended by a period of 6 (six) months (the “**Extended Period**”) at the option of the Developer. If the Developer is unable to deliver possession of the Said Flat within the Completion Date and/or the Extended Period then in

such event the Developer will pay the Buyer(s) a Delay Compensation of Rs. 4/- (Rupees Four) only per month per square feet of the super built-up area of the Said Flat.

- 9.6 **Possession of Said Flat and Parking Space:** Upon construction, finishing and making the Said Flat habitable and the Parking Space, if any, usable, the Developer shall hand over possession of the same to the Buyer(s). With regard to possession, it is clarified as follows:
- 9.6.1 **All Payments before Possession:** Before receiving possession of the Said Flat and Appurtenances, the Buyer(s) shall pay to the Developer all amounts due and payable towards the Total Price including the Extras and the Buyer(s) shall not claim possession of the Said Flat and Appurtenances till the Total Price including the Extras are paid in full.
- 9.6.2 **Possession Notice and Date of Possession:** Immediately after constructing, finishing and making the Said Flat habitable and the Parking Space(s), if any, usable, the Sellers shall serve a notice on the Buyer(s) (the “**Possession Notice**”) calling upon Buyer(s) to take possession of the Said Flat and the Parking Space(s), if any. Within 15 (fifteen) days from the date of the Possession Notice, the Buyer(s) shall be bound to take over physical possession of the Said Flat and the Parking Space(s), if any, after fulfilling all obligations under this Agreement, including payment of all amounts due to the Sellers under this Agreement, failing which it shall be deemed that the Buyer(s) has taken possession on the sixteenth (16th) day of the date of the Possession Notice (the date of actual or deemed possession shall hereinafter be referred to as the “**Date of Possession**”).
- 9.6.3 **Meaning of Completion:** It shall not be obligatory for the Developer to complete the Building Common Portions in all respects before giving the Possession Notice to the Buyer(s) and the Said Flat shall be deemed to have been completed in all respect if the same is made fit for habitation (1) in bare condition and (2) as per the Specifications, the decision of the Architect/Engineer in this regard being final and binding.
- 9.6.4 **Complete Satisfaction on Possession:** On the Date of Possession, the Buyer(s) shall be deemed to be completely satisfied with all aspects of the Said Flat and Appurtenances, including the measurement of the Said Flat.
- 9.6.5 **Commencement of Outgoings:** From the Date of Possession, all outgoings in respect of the Said Flat and Appurtenances, including municipal tax, surcharge, land revenue, levies, cess etc. (i.e. the Rates & Taxes) and Common Expenses / Maintenance Charges as may be tentatively decided by the Developer, shall become payable by the Buyer(s). It is clarified that the Common Expenses / Maintenance Charges do not include the Rates & Taxes.
- 9.7 **Developer’s Obligations:** Subject to the Buyer(s) making payment of the Total Price including the Extras in the manner stipulated in this Agreement, the Developer hereby agrees:
- 9.7.1 **Construction of Said Flat:** to construct, finish and make the Said Flat habitable and the Parking Space(s), if any, usable and transfer the Said Flat and Appurtenances to the Buyer(s).

- 9.7.2 **Construction According to Specifications:** to construct, finish and make the Said Flat habitable and the Parking Space(s), if any, usable, in accordance with the Sanctioned Plans and the Specifications, reasonable variations excepted.
- 9.7.3 **Arrangement for Utilities for Construction Work:** to make own arrangement for water and electricity required for construction.
- 9.8 **Completion of Sale:** The sale of the Said Flat and Appurtenances shall be completed by execution and registration of conveyance in favour of the Buyer(s), provided the Buyer(s) tender/s in time all amounts required for the same as mentioned in Clause 8.4.2 (b) above. The Developer's legal advisor shall draft the standard conveyance and only such standard conveyance shall be used. In such standard conveyance, (1) the Owners shall transfer the Land Share and Share in Common Portions, for the Total Price. The Developer shall also sign on behalf of and as the constituted attorney of the Owners. The Buyer(s) shall be bound to take conveyance of the Said Flat and Appurtenances on or before the Date of Possession, failing which physical possession of the Said Flat and Appurtenances shall not be delivered to the Buyer(s) (although it shall be deemed that the Buyer(s) is in possession and liable for all Rates & Taxes and Common Expenses / Maintenance Charges, from the Date of Possession) and in addition, all statutory taxes and penalties shall also be borne and paid by the Buyer(s).
- 9.9 **Management of Building Common Portions:** The Association shall maintain and manage all the Building Common Portions. In this regard, it is clarified that (1) the Association shall operate, manage and render specified day to day services with regard to the Building Common Portions, (2) the Association shall levy and collect the Common Expenses / Maintenance Charges, (3) the Buyer(s) shall be bound to pay the Common Expenses / Maintenance Charges to the Association, (4) the Association will not be required to render any accounts to the Buyer(s) and (5) the ownership of the Building Common Portions (subject to the terms of this Agreement) shall vest in all the co-owners of the Said Building through the Association.
10. **Buyer's / Buyers' Covenants and Sellers' Covenants:**
- 10.1 **Buyer's / Buyers' Covenants:** The Buyer(s) covenant/s with the Sellers [which expression includes the Association in all sub-clauses of Clause 10 except sub-clause nos. 10.1.7, 10.1.10 (l) and 10.1.12] and admit/s and accept/s that:
- 10.1.1 **Buyer(s) Aware of and Satisfied with Building Common Portions and Specifications:** The Buyer(s), upon full satisfaction and with complete knowledge of the Building Common Portions, Specifications and all other ancillary matters, is entering into this Agreement. The Buyer(s) has / have examined and is / are acquainted with the Said Building to the extent already constructed and has / have agreed that the Buyer(s) shall neither have nor shall claim any right over any portion of the Said Building **save and except** the Said Flat and Appurtenances.
- 10.1.2 **Buyer(s) to Mutate and Pay Rates & Taxes:** The Buyer(s) shall (1) pay the Rates & Taxes (proportionately for the Said Building and wholly for the Said Flat and Appurtenances, from the Date of Possession and until the Said Flat and Appurtenances is separately assessed in the name of the Buyer(s)), on the basis of the bills to be raised by the Developer or the Association

(upon formation), such bills being conclusive proof of the liability of the Buyer(s) in respect thereof and (2) have mutation completed at the earliest. The Buyer(s) further admit/s and accept/s that the Buyer(s) shall not claim any deduction or abatement in the bills of the Developer or the Association (upon formation). If the Buyer(s) delay/s in paying the Rates & Taxes, the Buyer(s) shall pay compound interest @18% (**eighteen percent**) per month or part thereof (compoundable monthly), from the date of default till the date of payment.

- 10.1.3 **Buyer(s) to Pay for Common Expenses/Maintenance Charges:** Subject to the provisions of Clause 8.4.8 above, the Buyer(s) shall pay the Common Expenses/Maintenance Charges, on the basis of the bills to be raised by the Developer or the Association (upon formation), such bills being conclusive proof of the liability of the Buyer(s) in respect thereof. The Buyer(s) further admit/s and accept/s that (1) the Buyer(s) shall not claim any deduction or abatement in the bills relating to Common Expenses/Maintenance Charges and (2) the Common Expenses/ Maintenance Charges shall be subject to variation from time to time, at the sole discretion of the Developer or the Association (upon formation).
- 10.1.4 **Buyer(s) to Pay Interest for Delay and/or Default:** The Buyer(s) shall pay, without raising any objection in any manner whatsoever and without claiming any deduction or abatement whatsoever, all bills raised by the Association, within 6 (six) days of presentation thereof, failing which the Buyer(s) shall pay compound interest @ 2% (two percent) per month or part thereof (compoundable monthly) from the date of default till the date of payment, to the Association. The Buyer(s) also admits and accepts that in the event such bills remain outstanding for more than 3 (three) months, all common services to the Buyer(s) shall be discontinued and the Buyer(s) shall be disallowed from using the Common Portions.
- 10.1.5 **Developer's Charge/Lien:** The Developer shall have first charge and/or lien over the Said Flat and Appurtenances for all amounts due and payable by the Buyer(s) to the Developer **provided however** if the Said Flat and Appurtenances is purchased with assistance of a financial institution, then such charge/lien of the Developer shall stand extinguished on the financial institution clearing all dues of the Developer.
- 10.1.6 **No Obstruction by Buyer(s) to Further Construction:** The Sellers shall be entitled to construct additional floors on and above the roof of the Said Building and the Buyer(s) shall not obstruct or object to the same. The Buyer(s) also admit/s and accept/s that the Sellers and/or employees and/or agents and/or contractors of the Sellers shall be entitled to use and utilize the Building Common Portions for movement of building materials and for other purposes and the Buyer(s) shall not raise any objection in any manner whatsoever with regard thereto.
- 10.1.7 **No Obstruction by Buyer(s) for Addition of Plots in the Said Premises:** The Sellers shall be entitled to purchase additional plots adjacent to the Said Premises or can enter into joint venture agreements for further development of any plots adjacent to the Said Premises and amalgamate the same with the Said Premises and construct additional building/buildings therein and the Buyer(s) shall not obstruct or object to the same in any manner whatsoever with regard thereto.
- 10.1.8 **Variable Nature of Land Share and Share in Building Common Portions:** The Buyer(s) fully comprehends and accepts that (1) the Land Share and the Share in Building Common Portions

is a notional proportion that the Said Flat bears to the currently proposed area of the Said Building, (2) if the area of the Said Building is increased/recomputed by the Developer, the Buyer(s) shall not question any variation (including diminution) of the Land Share and the Share in Building Common Portions, (3) the Buyer(s) shall not demand any reduction/refund of the Total Price on ground of or by reason of any variation of the Land Share and the Share in Building Common Portions and (4) the Land Share and the Share in Building Common Portions are not divisible and partible and the Buyer(s) shall accept (without demur) the proportionate share with regard to various matters, as be determined by the Developer, in its absolute discretion.

10.1.9 **Buyer(s) to Participate in Formation of Association:** The Buyer(s) admit/s and accept/s that the Buyer(s) and other Intending Buyers of Flats in the Said Building shall form the Association and the Buyer(s) shall become members thereof. The Buyer(s) shall bear and pay the proportionate costs of formation and the expenses of the Association and shall pay for, acquire and hold membership with voting rights and in this regard the Buyer(s) shall sign, execute and deliver necessary applications and all other papers, declarations and documents as may be required. Upon formation of the Association, the residue then remaining of the advance Common Expenses/Maintenance Charges paid by the Buyer(s) (after adjustment of all amounts then remaining due and payable) shall be transferred by the Developer to the Association. The deposits shall thereafter be held by the Association in the account of the Buyer(s). The Association shall look after the maintenance of the Building Common Portions of the Said Building and the Said Premises.

10.1.10 **Obligations of the Buyer(s):** On and from the Date of Possession, the Buyer(s) shall:

- i. **Co-operate in Management and Maintenance:** co-operate in the management and maintenance of the Said Building and the Said Premises by the Association.
- ii. **Observing Rules:** observe the rules framed from time to time by the Developer/Association for the beneficial common enjoyment of the Said Building and the Said Premises.
- iii. **Paying Electricity Charges:** pay for electricity and other utilities consumed in or relating to the Said Flat and Appurtenances and the Building Common Portions.
- iv. **Meter and Cabling:** be obliged to draw the electric lines/wires, television cables, broadband data cables and telephone cables to the Said Flat only through the ducts and pipes provided therefor, ensuring that no inconvenience is caused to the Sellers or to the other Intending Buyers. The main electric meter shall be installed only at the common meter space in the Said Premises. The Buyer(s) shall under no circumstances be entitled to affix, draw or string wires, cables or pipes from, to or through any part or portion of the Said Building, the Said Premises and outside walls of the Said Building save in the manner indicated by the Developer or the Association (upon formation).
- v. **Residential Use:** use the Said Flat for residential purpose only. Under no circumstances shall the Buyer(s) use or allow the Said Flat to be used for commercial, industrial or other non-residential purposes. The Buyer(s) shall also not use the Said Flat as a religious establishment,

guest house, serviced apartment, mess, chummary, hotel, restaurant, nursing home, club, school or other public gathering place.

- vi. **No Alteration:** not alter, modify or in any manner change the (1) elevation and exterior colour scheme of the Said Building and (2) design and/or the colour scheme of the windows, grills and the main door of the Said Flat, without the permission in writing of the Developer or the Association (upon formation). In the event the Buyer(s) make/s the said alterations/changes, the Buyer(s) shall compensate the Developer/Association (as the case may be) as estimated by the Developer/Association.
- vii. **No Structural Alteration:** not alter, modify or in any manner change the structure or any civil construction in the Said Flat and Appurtenances or the Building Common Portions.
- viii. **No Sub-Division:** not sub-divide the Said Flat and Appurtenances and the Building Common Portions, under any circumstances.
- ix. **No Changing Name:** not change/alter/modify the name of the Said Building from that mentioned in this Agreement.
- x. **No Nuisance and Disturbance:** not use the Said Flat or the Parking Space(s), if any or permit the same to be used in such manner or commit any act, which may in any manner cause nuisance or annoyance to other occupants of the Said Building and/or the neighboring properties and not make or permit to be made any disturbance or do or permit anything to be done that will interfere with the rights, comforts or convenience of other occupants.
- xi. **No Storage in Building Common Portions:** not store or cause to be stored and not place or cause to be placed any goods, articles or things in the Building Common Portions.
- xii. **No Obstruction to Developer/Association:** not obstruct the Developer/ Association (upon formation) in their acts relating to the Building Common Portions and not obstruct the Developer in constructing on the top roof of the Said Building and selling and granting rights to any person on any part of the Said Building / Said Premises (excepting the Said Flat and Appurtenances).
- xiii. **No Obstruction of Building Common Portions:** not obstruct pathways and passages or use the same for any purpose other than for ingress to and egress from the Said Flat and the Parking Space(s), if any.
- xiv. **No Violating Rules:** not violate any of the rules and/or regulations laid down by the Association for the use of the Building Common Portions.
- xv. **No Throwing Refuse:** not throw or accumulate or cause to be thrown or accumulated any dust, rubbish or other refuse in the Building Common Portions **save** at the places indicated therefor.

- xvi. **No Injurious Activities:** not carry on or cause to be carried on any obnoxious or injurious activity in or through the Said Flat, the Parking Space(s), if any or the Building Common Portions.
 - xvii. **No Storing Hazardous Articles:** not keep or store any offensive, combustible, obnoxious, hazardous or dangerous articles in the Said Flat and the Parking Space(s), if any.
 - xviii. **No Signage:** not put up or affix any sign board, name plate or other things or other similar articles in the Building Common Portions or outside walls of the Said Flat / Said Building **save** at the place or places provided therefor **provided that** this shall not prevent the Buyer(s) from displaying a standardized name plate outside the main door of the Said Flat.
 - xix. **No Floor Damage:** not keep any heavy articles or things, which are likely to damage the floors or operate any machine **save** usual home appliances inside the Said Flat, the Parking Space(s), if any, and / or in the Building Common Portions.
 - xx. **No Installing Generator:** not install or keep or run any generator in the Said Flat, the Parking Space(s), if any, and / or in the Building Common Portions.
 - xxi. **No Use of Machinery:** not install or operate any machinery or equipment except household appliances in the Said Flat, the Parking Space(s), if any, and / or in the Building Common Portions.
 - xxii. **No Misuse of Water:** not misuse or permit to be misused the water supply to the Said Flat.
 - xxiii. **Damages to Building Common Portions:** not damage the Building Common Portions in any manner and if such damage is caused by the Buyer(s) and/or family members, invitees or servants of the Buyer(s), the Buyer(s) shall compensate for the same.
- 10.1.11 **Notification Regarding Letting:** If the Buyer(s) let out or sell the Said Flat and Appurtenances, the Buyer(s) shall immediately notify the Developer or the Association (upon formation) of the tenant's / transferee's address, telephone number and such other identification and/or other particulars as may be deemed fit by the Developer or the Association (upon formation).
- 10.1.12 **Roof Rights:** A demarcated portion of the roof of the Said Building shall remain common to all co-owners of the Said Building (the "**Common Roof**") and all common installations such as water tank and lift machine room shall be situated in the Common Roof and the balance of the roof of the Said Building shall belong equally to the Developer and the Owners with right of exclusive transfer and the Buyer(s) specifically agrees not to do any act which prevents or hinders such transfer. Notwithstanding the demarcation of the roof of the Said Building as aforesaid, the Developer shall always have the right of further construction on the entirety of the top roof (by taking permission from the concerned authorities) and the Buyer(s) specifically agree not to do any act which prevents or hinders such construction. After such construction, the roof above such construction shall again have a Common Roof for common use of all co-owners of the Said Building.
- 10.2 **Sellers' Covenants:** The Sellers covenant with the Buyer(s) and admit and accept that:

- 10.2.1 **Completion of Transfer:** The transfer of the Said Flat and Appurtenances shall be completed by the Sellers by executing conveyance in favour of the Buyer(s).
- 10.2.2 **No Creation of Encumbrance:** The Sellers shall not create any charge, mortgage, lien and/or shall not sell, transfer, convey and/or enter into any agreement with any person other than the Buyer(s) in respect of the Said Flat and Appurtenances, subject to the Buyer(s) fulfilling all terms, conditions and obligations of this Agreement.
- 10.2.3 **Documentation for Loan:** The Sellers shall provide to the Buyer(s) all available documents so that the Buyer(s) may get loan from banks and financial institutions.
11. **Termination and its Effect:**
- 11.1 **Cancellation by Buyer(s):** The Buyer(s) shall have the right to terminate this Agreement at any time and if the Buyer(s) does so, the Developer shall refund to the Buyer(s) all payments received till that date, without any interest, after such deductions as mentioned in Clause 11.2 herein below.
- 11.2 **Breach of Buyer's / Buyers' Covenants:** In the event the Buyer(s) fail/s to make payment of the Total Price including the Extras within 7 (seven) days from the due date mentioned in each Payment Notice, the Developer shall accord an additional 30 (thirty) days to the Buyer(s). In the event that the Buyer(s) (1) fail/s to make the payment of the outstanding dues even during the additional 30 (thirty) days' period mentioned above, or (2) fail/s to perform any other obligations on the part of the Buyer(s) to be performed in terms of this Agreement or (3) neglect/s to perform any of the Buyer's / Buyers' Covenants, this Agreement shall, at the option of the Developer, stand cancelled and/or rescinded, upon which the Developer shall refund to the Buyer(s) all payments received till that date, without any interest, after the following deductions:
- 20% (twenty percent) of the total amount paid by the Buyer(s) up to the date of cancellation.
 - All service taxes paid by the Buyer(s) up to the date of cancellation.
 - Interest @ 18% per annum on the outstanding instalments due from the Buyer(s), if any.
 - Any brokerage paid till date by the Developer.
- Refund amount shall be paid to the Buyer(s) after 4 (four) months from the date of cancellation. Payments made by the Buyer(s) for any deviation from the Specifications shall be non-refundable. In the event the Developer condones the delay of any payment due under this Agreement, the Buyer(s) shall be liable to pay interest @ 18% (**eighteen percent**) per annum for the period of delay (computed from the date the payment became due till the date of payment) on all amounts due and outstanding. However, such right of condonation is exclusively vested in the Developer and the Buyer(s) shall not be entitled to claim the same as a matter of right.
- 11.3 **Breach of Sellers' Covenants:** Without prejudice to the provisions of Clause 9.5 above, in the event the Sellers fail and/or neglect to perform any of the Sellers' Covenants, this Agreement shall, at the option of the Buyer(s), stand cancelled and/or rescinded, upon which the Developer shall refund to the Buyer(s) all payments received till that date, with interest @ 18% (eighteen percent), from the date of payment to the date of refund. If the Buyer(s) opt/s not to

cancel this Agreement, then the Developer will be liable to pay Delay Compensation as mentioned in Clause 9.5 of this Agreement.

11.4 **Effect:** Upon termination of this Agreement due to any of the circumstances mentioned in Clauses 11.1, 11.2 and 11.3 above, the Buyer(s) shall not be entitled to claim any right, title and interest (either equitable or otherwise) over and in respect of the Said Flat and Appurtenances and/or the Said Building and/or the Said Premises or part or portion thereof and the Buyer(s) shall further not be entitled to claim any charge on the Said Flat and Appurtenances and/or any part or portion thereof, in any manner whatsoever. The effect of such termination shall be binding and conclusive on the Parties.

12. **Taxes:**

12.1 **Obligation Regarding Taxes:** In the event of the Sellers being made liable for payment of any tax (excepting Income Tax), duty, levy or any other liability under any statute or law for the time being in force or enforced in future (such as Service Tax, Works Contract Tax, Value Added Tax or any other tax and imposition levied by the State Government, Central Government or any other authority or body) or if the Sellers are advised by their consultant that the Sellers are liable or shall be made liable for payment of any such tax, duty, levy or other liability on account of the Sellers having agreed to perform the obligations under this Agreement or having entered into this Agreement, then and in that event, the Buyer(s) shall be liable to pay all such tax, duty, levy or other liability and hereby indemnifies and agrees to keep the Sellers indemnified against all actions, suits, proceedings, costs, charges and expenses in respect thereof. The taxes, duties, levies or other liabilities so imposed or estimated by the Sellers' consultant shall be paid by the Buyer(s) at or before the Date of Possession.

13. **Defects:**

13.1 **Decision of Architect/ Engineer Final:** If any work in the Said Flat and Appurtenances is claimed to be defective by the Buyer(s), the matter shall be referred to the Architect / Engineer and the decision of the Architect / Engineer shall be final and binding on the Parties. If directed by the Architect / Engineer, the Developer shall at its own costs remove the defects. This will however not entitle the Buyer(s) to refuse to take possession of the Said Flat and if the Buyer(s) does / do so, the provisions regarding deemed possession as contained in Clause 9.6.2 above shall apply and all consequences thereto shall follow.

14. **Association and Rules:**

14.1 **Rules of Use:** The Said Flat and Appurtenances shall be held by the Buyer(s) subject to such rules and regulations as may be made applicable by the Association from time to time.

14.2 **Restrictions:** The Buyer(s) agree/s that the Buyer(s) shall use the Said Flat and Appurtenances subject to all restrictions as may be imposed by the Association provided however such restrictions are for the general good of the other co-owners of the Said Building.

15. **Force Majeure:**

- 15.1 **Circumstances of Force Majeure:** The Developer shall not be held responsible for any consequences or liabilities under this Agreement if the Developer is prevented in meeting the obligations under this Agreement by reason of contingencies caused by neither of the Parties and unforeseen occurrences such as (1) acts of God, (2) acts of nature, (3) acts of war, (4) fire, (5) insurrection, (6) terrorist action, (7) civil unrest, (8) riots, (9) strike by material suppliers, transporters, workers and employees, (10) delay on account of receiving statutory permissions, (11) delay in the grant of electricity, water, sewerage and drainage connection or any other permission or sanction by the Government or any statutory authority, (12) any notice, order of injunction, litigation, attachments, etc. and (13) any rule or notification of the Government or any other public authority or any act of Government such as change in legislation or enactment of new law, restrictive Governmental laws or regulations (collectively, the “**Circumstances of Force Majeure**”).
- 15.2 **No Default:** The Developer shall not be deemed to have defaulted in the performance of the Developer’s contractual obligations whilst the performance thereof is prevented by Circumstances of Force Majeure and the time limits laid down in this Agreement for the performance of obligations shall be extended accordingly upon occurrence and cessation of any event constituting Circumstances of Force Majeure.
16. **Miscellaneous:**
- 16.1 **Indian Law:** This Agreement shall be subject to Indian Laws.
- 16.2 **One Transaction:** This Agreement relates to the transaction recorded and contemplated herein and no other transaction.
- 16.3 **Confidentiality and Non-Disclosure:** The Parties shall keep confidential all non-public information and/or documents concerning the transaction recorded herein, unless compelled to disclose such information and/or documents by judicial or administrative process.
- 16.4 **Partial Invalidity:** If any provision of this Agreement or the application thereof to any circumstance shall be invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provision to other circumstances shall not be affected thereby and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law. When any provision is so held to be invalid, illegal or 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 or unenforceable. In the event any of the terms and conditions of this Agreement are set-aside or declared unreasonable by any court of law or if the Parties take the plea of frustration of contract, the entire Agreement shall not be void and shall continue to subsist to the extent of the remaining terms and conditions and bind the Parties.
- 16.5 **No Claim of Un-Enforceability:** This Agreement is being entered into by the Parties out of free will and without any duress or coercion. Hence, none of the Parties shall have the right to claim un-enforceability of this Agreement.

- 16.6 **Right of Possession:** The right of possession of the Buyer(s) in respect of the Said Flat and Appurtenances shall arise only upon the Buyer(s) fulfilling all obligations as are contained in this Agreement.
- 16.7 **Nomination by Buyer(s) with Consent:** The Buyer(s) admit/s and accept/s that at any time after the expiry of one (1) year from the Commencement Date, but before the execution and the registration of either this agreement or the deed of conveyance executed for the Said Flat and the Appurtenances, the Buyer(s) will be entitled to nominate, assign and/or transfer the right, title, interest and obligations of the Buyer(s) under this Agreement to any third party after making such payments to the Developer as mentioned below:
- In case the right, title, interest and obligations of the Buyer(s) under this Agreement with regard to the Said Flat is transferred to a spouse, child and/or parents, a transfer fee of 1% of the total sale value of the Said Flat shall be payable to the Developer.
 - In case the right, title, interest and obligations of the Buyer(s) under this Agreement with regard to the Said Flat is transferred to anyone other than a spouse, child and/or parents, a transfer fee of 2% of the total value of the consideration at which the Said Flat is being transferred shall be payable to the Developer.
 - Taxes, as applicable, shall be charged extra.

Any nomination of the right, title, interest and obligations of the Buyer(s) under this Agreement with regard to the Said Flat shall always be subject to the covenant by the nominee that the nominee will strictly adhere to the terms of this Agreement and subject also to the following conditions:

- (a) **Buyer(s) to Make Due Payments:** The Buyer(s) shall make payment of all dues towards total cost of the flat, to the Developer in terms of this Agreement, up to the time of nomination if any.
- (b) **Written Permission of Developer:** The Buyer(s) shall obtain prior written permission of the Developer and the Buyer(s) and the nominee shall be bound to enter into an appropriate agreement with the Sellers.
- (c) **Extras:** In case of further nomination the new prospective Buyer(s) will pay the Extras directly to the Developer. In such case the Developer will not have any objection if the nominated party is directly paying the sale consideration of the Said Flat and Appurtenances to the Buyer(s).

The Buyer(s) admits and accepts that the Buyer(s) shall not nominate or assign the rights under this Agreement **save** in the manner indicated above. Be it recorded herein that any tax implication precipitating, in respect of the signatories of this Agreement, out of invocation of such nomination as contemplated herein or due to cancellation of this Agreement shall be borne by the Buyer(s) without any objection whatsoever and if at all charged upon any Party

other than the Buyer(s), the same shall be reimbursed to such charged Party by the Buyer(s) upon demand immediately on demand thereof.

- 16.8 **Entire Agreement:** This Agreement constitutes the entire understanding between the Parties and supersedes the terms and conditions whatever agreed between the Parties prior to execution of this Agreement but does not include or supersede any document contemporaneously entered into between the Parties. In particular, if any term and / or condition pertaining to transfer of the Said Flat and Appurtenances is not covered under this Agreement, but has been indicated in the terms and conditions contained in the Application Form (which has been duly accepted by the Buyer(s) by affixing his / her / their signature(s) to the Application Form), then such term / condition shall continue to bind the Parties hereto.
- 16.9 **Counterparts:** This Agreement is being executed simultaneously in duplicate and each copy shall be deemed to be an original and both copies shall together constitute one instrument and agreement between the Parties. One copy shall be retained by the Buyer(s) and another by the Developer.
- 16.10 **Amendments/Modifications:** No amendments or modifications of this Agreement or any part hereof shall be valid and effective unless it is by an instrument in writing executed by all the Parties.
- 16.11 **Reservation of Rights:** No forbearance, indulgence, relaxation or inaction by any Party at any time to require performance of any of the provisions of this Agreement shall in any way affect, diminish or prejudice the right of such Party to require performance of that provision.
- 16.12 **Waiver:** Any term or condition of this Agreement may be waived at any time by the Party who is entitled to the benefit thereof. Such waiver must be in writing and must be executed by the Party or an authorized agent of the Party. A waiver on one occasion will not be deemed to be waiver on a future occasion. Omission or delay on the part of either Party to require due and punctual performance of any obligation by the other Party shall not constitute a waiver of such obligation and it shall not in any manner constitute a continuing waiver and/or as a waiver of other breaches of the same or other obligations hereunder or as a waiver of any right or remedy that the Party may otherwise have in law or in equity.
- 16.13 **No Agency:** The Parties are entering into this Agreement on principal-to-principal basis and nothing contained herein shall make the Parties agents of each other.
17. **Notice:**
- 17.1 **Mode of Service:** Notices under this Agreement shall be served by messenger or by registered post / speed post with acknowledgment due at the above mentioned addresses of the Parties, unless the addresses are 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 4th 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.
18. **Alternative Dispute Resolution:**

- 18.1 **Disputes:** Disputes or differences in relation to or arising out of or touching this Agreement or the validity, interpretation, construction, performance, breach or enforceability of this Agreement (collectively, the “**Disputes**”) shall be referred to the Arbitral Tribunal described in Clause 18.1.1 below and finally resolved by arbitration under the Arbitration and Conciliation Act, 1996, with modifications made from time to time. In this regard, the Parties irrevocably agree that:
- 18.1.1 **Constitution of Arbitral Tribunal:** The Arbitral Tribunal shall consist of 1 (one) arbitrator, who shall be an Advocate, to be nominated by the legal advisors of the Developer.
- 18.1.2 **Place:** The place of arbitration shall be Kolkata only.
- 18.1.3 **Language:** The language of the arbitration shall be English.
- 18.1.4 **Binding Effect:** The Arbitral Tribunal shall have summary powers and be entitled to give interim awards/directions and shall further be entitled to avoid all rules relating to procedure and evidence as are expressly avoidable under the law. The interim/final award of the Arbitral Tribunal shall be binding on the Parties.
- 18.2 **No Legal Proceeding without Recourse to Arbitration:** The Parties shall not commence legal proceedings or have any receiver appointed over the Said Flat and Appurtenances and/or the Said Building / Said Premises without first referring the matter to arbitration and till the Arbitral Tribunal has given its direction/award.
19. **Jurisdiction:**
- 19.1 **District Court and High Court:** In connection with the aforesaid arbitration proceeding, only the District Judge and the High Court at Calcutta shall have jurisdiction to entertain and try all actions and proceedings.
20. **Rules of Interpretation:**
- 20.1 **Number and Gender:** Words denoting the singular number include, where the context permits and requires, the plural number and vice-versa. Words denoting any gender include the other genders.
- 20.2 **Headings:** The headings in this Agreement are inserted for convenience only and shall be ignored in construing the provisions of this Agreement.
- 20.3 **Schedules and Plans:** Schedules and Plans appended to this Agreement form a part of this Agreement and shall always be taken into consideration for interpreting the complete understanding between the Parties. Any reference to a schedule or plan is a reference to a schedule or plan to this Agreement.
- 20.4 **Definitions:** In this Agreement, words have been defined by putting them within brackets, capitalizing them and printing them in bold. Where a word or phrase is defined, other parts of

speech or grammatical forms of that word or phrase, when capitalized, shall have corresponding meaning.

- 20.5 **Documents:** A reference to a document includes an amendment or supplement or replacement or novation of that document.
- 20.6 **Successors:** A reference to a Party includes that Party's successors and permitted assigns.
- 20.7 **Statutes:** Any reference to a statute, statutory provision or subordinate legislation shall include its amendment, modification, consolidation, re-enactment or replacement as enforced from time to time, whether before or after the date of this Agreement.

First Schedule
Part I
(Said Premises)

Land measuring (1) 2 (two) *cottah* and 34 (thirty four) square feet, more or less, comprised in R.S/L.R. *Dag* No. 370, recorded in L.R *Khatian* 1484, *Mouza* Dasadrone, J.L No. 4, within the limits of Rajarhat-Gopalpur Municipality, Police Station Baguihati (formerly Rajarhat), District North 24 Parganas (**First Property**) and (2) 2 (two) *cottah* 7 (seven) *chittack* and 34 (thirty four) square feet, more or less, comprised in R.S/L.R. *Dag* No. 370, recorded in L.R. *Khatian* No. 1482, *Mouza* Dasadrone, J.L No. 4, being Holding No. R-G-M 4/372, Block B, Dasadrone, Kolkata 700136, within the limits of Ward No. 7 of Rajarhat-Gopalpur Municipality, Police Station Baguihati (formerly Rajarhat), District North 24 Parganas (**Second Property**) and (3) 2 (two) *cottah* 7 (seven) *chittack* and 32 (thirty two) square feet, more or less, comprised in R.S/L.R. *Dag* No.370, recorded in L.R. *Khatian* No. 1483, *Mouza* Dasadrone, J.L No. 4, being Holding No. R-G-M 4/374, Block B, Dasadrone, Kolkata 700136, within the limits of Ward No. 7 of Rajarhat-Gopalpur Municipality, Police Station Baguihati (formerly Rajarhat), District North 24 Parganas (**Third Property**) and (4) 2 (two) *cottah* 7 (seven) *chittack* and 41 (forty) square feet, more or less, comprised in R.S. / L.R. *Dag* No. 370, recorded in L.R. *Khatian* No. 1511, *Mouza* Dasadrone, J.L No. 4, being Holding No. R-G-M 4/429, Block B, Dasadrone, Kolkata 700136, within the limits of Ward No. 7 (formerly 4) of Rajarhat-Gopalpur Municipality, Police Station Baguihati (formerly Rajarhat), District North 24 Parganas (**Fourth Property**), **aggregating to** land measuring 9 (nine) *cottah* 8 (eight) *chittack* and 6 (six) square feet, more or less

Part-II
(Devolution of Title)

1. **Purchase by Owner No. 3.1:** By a Deed of Sale in Bengali language (*Kobala*) dated 22nd June, 1984, registered in the Office of the Sub-Registrar, Bidhannagar(Salt Lake City), recorded in Book No. I, Volume No.36F, at Pages 311 to 320, being Deed No. 03387 for the year 1984, the Owner No.3.1 purchased *bagan* land measuring 2(two) *cottah* and 34(thirty four) square feet, more or less, comprised in R.S. *Dag* No. 370, recorded in R.S. *Khatian* No. 175, *Mouza* Dasadrone, J.L No. 4, Re Sa No. 150, *Touzi* No. 2998, demarcated as Plot No. "4", District North 24 Parganas (Bhutnath's First Land) from Bhutnath Dutta, **for the consideration mentioned therein.**

2. **Mutation by Owner No. 3.1:** The Owner No.3.1 duly got his name recorded in the records of the Land Revenue Settlement vide L.R. *Khatian* No.1484 with respect to Bhutnath's First Land. Bhutnath's First Land is the First Property herein.
3. **Ownership of First Property:** In the abovementioned circumstances, the Owner No.3.1 has become the sole and absolute owner of the First Property.
4. **Purchase by Owner No. 3.2:** By a Deed of Sale in Bengali Language (*Kobala*) dated 22nd June, 1984 registered in the Office of the Sub-Registrar, Bidhannagar (Salt Lake City) recorded in Book No,I, Volume No. 36F, at Pages 301 to 310, being Deed No. 3386, for the year 1984, Shakuntala Saha, purchased land measuring 2 (two) *cottah* 7 (seven) *chittack*, and 34 (thirty four) square feet, more or less, comprised in R.S. *Dag* No. 370, recorded in R.S. *Khatian* No. 175, *Mouza* Dasadrone, J.L No. 4, Re Sa No. 150, *Touzi* No. 2998, demarcated as Plot No. 1, District North 24 Parganas (Bhutnath's Second Land) from Bhutnath Dutta, **for the consideration mentioned therein.**
5. **Mutation by Owner No. 3.2:** The Owner No.3.2 duly got her name recorded in the records of the Land Revenue Settlement vide L.R. *Khatian* No.1482 and in the Rajarhat-Gopalpur Municipality vide Holding No. R-G-M 4/372, Block B, Dasadrone, Kolkata 700159, under Ward No.7 (new), with respect to Bhutnath's Second Land. Bhutnath's Second Land is the Second Property herein.
6. **Ownership of Second Property:** In the abovementioned circumstances, the Owner No.3.2 has become the sole and absolute owner of the Second Property.
7. **Purchase by Owner No. 3.3:** By a Deed of Sale in Bengali language (*Kobala*) dated 27th February, 1984 registered in the Office of the Sub-Registrar, Bidhannagar (Salt Lake City) recorded in Book No. I, Volume No.12, at Pages 92 to 101, being Deed No. 372, for the year 1984, the Owner No. 3.3 purchased *bagan* land measuring 2 (two) *cottah* 7 (seven) *chittack*, and 32 (thirty two) square feet, more or less, comprised in R.S. *Dag* No. 370, recorded in R.S. *Khatian* No. 175, *Mouza* Dasadrone, J.L No. 4, Re Sa No. 150, *Touzi* No. 2998, demarcated as Plot No. 3, District North 24 Parganas (Bhutnath's Third Land) from Bhutnath Dutta, for the consideration mentioned therein.
8. **Mutation by Owner No. 3.3:** The Owner No.3.3 duly got his name recorded in the records of the Land Revenue Settlement vide L.R. *Khatian* No.1483 and in the Rajarhat-Gopalpur Municipality vide Holding No. R-G-M 4/374, Block B, Dasadrone, Kolkata 700159, under Ward No.7 (new), with respect to Bhutnath's Third Land. Bhutnath's Third Land is the Third Property herein.
9. **Ownership of Third Property:** In the abovementioned circumstances the Owner No.3.3 has become the sole and absolute owner of the Third Property.
10. **Purchase by Dilip Kumar Saha:** By a Deed of Sale in Bengali Language (*Kobala*) dated 27th February, 1984 registered in the Office of the Sub-Registrar, Bidhannagar (Salt Lake City) recorded in Book No. I, Volume No.12, at Pages 111 to 120, being Deed No. 329 for the year

1984, Dilip Kumar Saha purchased *bagan* land measuring 2 (two) *cottah* 7 (seven) *chittack* and 41 (forty one) square feet, more or less, comprised in R.S. *Dag* No. 370, recorded in R.S. *Khatian* No. 175, *Mouza* Dasadrone, J.L No. 4, Re Sa No. 150, *Touzi* No. 2998, demarcated as Plot No. 2, District North 24 Parganas (Bhutnath's Fourth Land) from Bhutnath Dutta, for the consideration mentioned therein.

11. **Mutation by Dilip Kumar Saha:** Dilip Kumar Saha got his name duly recorded in the records of the Land Revenue Settlement vide L.R. *Khatian* No.1511 with respect to Bhutnath's Fourth Land.
12. **Demise of Dilip Kumar Saha:** Dilip Kumar Saha, a Hindu governed by the *Dayabhaga* School of Hindu Law, died *intestate*, leaving behind him surviving his wife Putul Saha, his son Sudip Saha (the Owner No. 3.4 herein) and his daughter Sutapa Das, as his only legal heir and heiresses, who inherited all the right, title and interest of said Late Dilip Kumar Saha in Bhutnath's Fourth Land.
13. **Gift to Owner No. 3.4:** By a Deed of Gift in Bengali language (*Danpatra*) dated 8th August, 2008, registered in the Office of the Additional District Sub-Registrar, Bidhannagar (Salt Lake City), recorded in Book No. I, CD Volume No.10, at Pages 3164 to 3178, being Deed No. 10392 for the year 2008, Putul Saha and Sutapa Das, out of their natural love and affection, gifted their share in Bhutnath's Fourth Land to Sudip Saha. Thus Sudip Saha has become the sole and absolute owner of Bhutnath's Fourth Land.
14. **Mutation by Owner No. 3.4:** The Owner No.3.4 duly got his name recorded in the records of the Rajarhat-Gopalpur Municipality vide Holding No. R-G-M 4/429, Block B, Dasadrone, Kolkata 700159, under Ward No. 7 (new), with respect to Bhutnath's Fourth Land. Bhutnath's Fourth Land is the Fourth Property herein.
15. **Ownership of Fourth Property:** In the abovementioned circumstances, the Owner No.3.4 has become the sole and absolute owner of the Fourth Property.
16. **Absolute Ownership of Said Property:** In the above mentioned circumstances, the Owner No. 3.1 has become the sole and absolute owner of the First Property, the Owner No. 3.2 has become the sole and absolute owner of the Second Property, the Owner No. 3.3 has become the sole and absolute owner of the Third Property and the Owner No. 3.4 has become the sole and absolute owner of the Fourth Property. Thus the Owners have become the co-owners of the Said Property.

Second Schedule

Part I

(Said Flat)

Residential Flat No. F3, on the third (3rd) floor, having a super built-up area of approximately 1038 (one thousand and thirty eight) square feet comprised in a G+V (ground plus five) new residential building named "*Doyeeta*" to be constructed on the Said Premises described in Part I of the First Schedule above.

Part II

(Parking Space(s))

The right to park one (01) two wheeler & one (01) medium sized car in the covered space in the ground floor of the Said Building, which (1) shall be allotted to the Buyer(s) after completion of construction of the Said Building and (2) can only be used for parking of a medium sized motor car / two wheeler of the Buyer(s), as the case may be, and not for any other purposes.

Part III

(Said Flat and Appurtenances)

[Subject Matter of Agreement]

The Said Flat, being the flat described in **Part I** of the **Second Schedule** above.

The Land Share, being undivided, impartible, proportionate and variable share in the land underneath the Said Building, comprising a part of the Said Premises, as may be attributable and appurtenant to the Said Flat, subject to the terms and conditions of this Agreement.

The right to park in the Parking Space(s), being the car/two wheeler parking space/s described in **Part II** of the **Second Schedule** above, if any.

The Share in Building Common Portions, being undivided, impartible, proportionate and variable share and/or interest in the Building Common Portions described in the **Third Schedule** below, as may be attributable and appurtenant to the Said Flat, subject to the terms and conditions of this Agreement.

The Easement Rights over Building Common Portions, being the right of easement on facilities and amenities which may be provided by the Sellers for common benefit and utilization of all or specified portions of the Said Building.

**Third Schedule
(Building Common Portions)**

- Lobbies on all floors and staircase(s) of the Said Building
- Lift machine room(s) and lift well(s) of the Said Building
- Lift(s)
- Water reservoirs/tanks of the Said Building
- Water supply pipeline in the Said Building (save those inside any Flat)
- Drainage and sewage pipeline in the Said Building (save those inside any Flat)
- Wiring, fittings and accessories for lighting of lobbies, staircase(s) and other common portions of the Said Building (save those inside any Flat)
- Electricity meter(s) for common installations and space for their installation
- External walls of the Said Building
- Boundary walls of the Said Building
- Driveway of the Said Building
- Any other facility and amenity provided in common for the Said Building
- Roof of the Said Building

**Fourth Schedule
(Specifications)**

Foundation:

R.C.C. pile.

Structure & Superstructure:

Reinforced concrete manufactured by reputed manufacturer and steel reinforcement bar (ISI).

Brick Work:

Outside 8" and inside 5" & 3" brick work.

Flooring:

All rooms shall have vitrified tiles, stair and stair-lift lobby shall have kota stone.

Kitchen:

Kitchen top shall have green granite on black stone and shall also have stainless steel sink. Glazed tiles dado up to 2'-6" height. Flooring of anti-skid ceramic tiles.

Toilet:

6'-0" dado made of ceramic tiles. C.P. bath fitting, sanitary fitting of reputed standard. PVC cisterns of reputed make having ISI mark. Flooring of anti-skid ceramic tiles.

Windows:

Aluminium sliding with clear glass panes.

Door and Door Frames:

Main door: Block board flush door with teak polish.

Frames: Malaysian Salwood frame and commercial block board flush door. Synthetic door and frame in toilets.

Side Passage:

Will have I.P.S. flooring.

Staircases & Balcony Railings:

Painted mild steel railings shall be provided.

Water Supply:

24hrs water supply. Iron removal plant shall be provided.

Electrical:

Separate meters for each flat will be provided upon payment of security deposit to the concerned agency. Concealed ISI copper wiring with reputed make switches. 24hrs power back through 10KVA diesel generator shall be provided.

Wall:

Internal wall shall have plaster of Paris finish.

External wall shall have external emulsion paints.

Internal door panel shall have synthetic enamel paint.

Boundary walls shall have cement based paint.

Roof:

Common roof with waterproofing treatment done.

Elevator:

One (1) no. of 5 passengers' lift of reputed make having ISI mark.

Community Hall:

One air-conditioned community hall shall be provided on the common roof.

**Fifth Schedule
(Common Expenses / Maintenance Charges)**

1. **Common Utilities:** All charges, costs and deposits for supply, operation and maintenance of common utilities.
2. **Electricity:** All charges for the electricity consumed for the operation of the common lighting, machinery and equipment of the Said Building.
3. **Association:** Establishment and all other capital and operational expenses of the Association.
4. **Litigation:** All litigation expenses incurred for the common purposes and relating to common use and enjoyment of the Building Common Portions.

5. **Maintenance:** All costs for maintaining, operating, replacing, repairing, white-washing, painting, decorating, re-decorating, re-building, re-constructing, lighting and renovating the Building Common Portions [including the exterior or interior (but not inside any Flat) walls of the Said Building.
6. **Operational:** All expenses for running and operating all machinery, equipments and installations comprised in the Building Common Portions, including elevators, diesel generator set, changeover switch, pump 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.
7. **Rates & Taxes:** Municipal tax, surcharge, water tax and other levies in respect of the Said Building **save** those separately assessed on the Buyer(s).
8. **Staff:** The salaries of and all other expenses on the staff to be employed for the common purposes, viz. manager, caretaker, concierge, clerk, security personnel, liftmen, sweepers, plumbers, electricians, gardeners etc. including their perquisites, bonus and other emoluments and benefits.
9. **Fire Fighting:** Costs of operating and maintaining the fire-fighting equipments and personnel, if any.

[Signature Page Follows]

21. Execution and Delivery

21.1 **In Witness Whereof** the Parties have executed and delivered this Agreement on the date mentioned above.

Sellers

(Buyer(s))

Witnesses:

Signature _____

Signature _____

Name _____

Name _____

Father's Name _____

Father's Name _____

Address _____

Address _____
