

Agreement for Sale

1. **Date:** _____

2. **Nature of document:** Agreement for Sale.

3. **Parties:** Collectively the following, which will include their respective successors-in-interest:

3.1 **Owner: Musammat K. Suleha Begum**, wife of Md. P. Kader Mohindeen Gani, presently residing at No.28C, Elliot Road, P.S. Park Street, Kolkata-700 016 and formerly residing at Premises No.36, Elliot Road, P.S. Park Street, Kolkata-700016, having **PANADDPB0207C**, of the **First Part**.

3.2 **Developer: Aradhya Buildcon Private Limited**, a company within the meaning of the Companies Act, 1956, having its registered office at 50, Suburban School Road, Kolkata-700 025, represented by one of its Director, son of, working for gain at, Kolkata - , having **PAN.....** of the **Second Part**.

3.3 **Purchaser:** Collectively the following, both by faith, Indian National, residing at....., P.S.- of the **Third Part**.

3.3.1 **First Purchaser:**, son of by occupation business, having **PAN**.....,

3.3.2 **Second Purchaser**....., wife of by occupation, having **PAN**.....

4. Subject matter: The "**Composite Unit**" described in **Schedule-I** which, includes the following:

4.1 The "**Subject Unit**" described in **Part-I** of **Schedule-M**.

4.2 The "**Subject Car Park**" described in **Part-II** of **Schedule-M** to be allotted by the Developer at or prior to handing over of the Subject Unit to the Purchaser.

4.3 The "**Land Share**" described in **Part-III** of **Schedule-M**.

4.4 The "**Common Portion Share**" described in **Part-IV** of **Schedule-M**.

5. Background:

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

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

- 5.3** By a Conveyance dated 25th August, 1990 registered with the Sub-Registrar of Assurances Calcutta in Book No.I, Volume No.533, Pages 336 to 405, Being Deed No.15830 for the year 1990 the Owner had purchased the two storied building and the land appurtenant thereto measuring about 7 Katthas, 9 Chittacks and 31 Square Feet being Municipal Premises No.36, Elliot Road, Calcutta-700 016 (hereafter the "**First Premises**").
- 5.4** By another Conveyance dated 24th September, 2011 registered with the Additional Registrar of Assurances-II, Kolkata in Book No.I, CD Volume No.47, Pages 4070 to 4085, Being No.12569 for the year 2011 the Owner had purchased an adjacent plot of land measuring about 10 Katthas, 8 Chittacks and 20 Square Feet together with the building constructed thereon being Municipal Premises No.40A, Elliot Road Kolkata-700016 (hereafter the "**Second Premises**").
- 5.5** Thus becoming the Owner of both the First Premises and the Second Premises, by an agreement dated 17th December, 2012 registered with the Additional Registrar of Assurances-II in Book No. I, CD Volume No. 63, Pages 480 to 510, being No. 15655 for the year 2012 (hereafter the "**Development Agreement**") the Owner had entrusted the Developer to develop both the First and the Second Premises (hereafter the "**Development**") on the terms and conditions mentioned in the Development Agreement, inter alia, that the Developer would:
- 5.5.1** At its own costs and expenses obtain all the requisite permissions for the Development and thereafter construct new buildings(s) at the Premises (hereafter the "**Project**").
- 5.5.2** Be entitled to 50% (fifty percent) of the total saleable areas, common areas and amenities and car parking spaces in the

building(s) to be constructed (hereafter the "**Developer's Allocation**") together with proportionate share in the land contained in the Premises appurtenant thereto.

5.5.3 Be entitled to exclusively deal with the Developer's Allocation.

5.6 Upon an application being made to the Kolkata Municipal Corporation (hereafter the "**KMC**") to amalgamate the First Premises and the Second Premises, on or about 18th February, 2013 the KMC had amalgamated them and numbered it as 36, Elliot Road, Kolkata-700 016, which is the "**Premises**" described in **Schedule-A**.

5.7 The Developer had prepared a plan for the Development (hereafter the "**Plan**") in a manner that only one building (hereafter the "**Building**") would be constructed at the Premises. The Building would have several separately and exclusively occupiable spaces to be used for residential or commercial purpose (hereafter the "**Units**") as also spaces for parking of cars or two wheelers (hereafter the "**Car Parks**").

5.8 Accordingly an application was made to the Office of the Competent Authority, Kolkata under the Urban Land (Ceiling and Regulation) Act, 1976, to grant NOC in terms of Rule 4(a) of the Kolkata Municipal Corporation Building Rules 1990 who, by its letter no. 118-U.L./ XVI-3578/13 dated 8th November, 2013, had granted such no objection. The KMC had thereafter permitted construction in accordance with the Plan by its Permit No. B. P. No. 2013060074 dated 16th January, 2014 to construct the Building having both residential and commercial Units. The Developer's Allocation has since been mutually demarcated by and between the Owner and the Developer.

5.9 The Developer has commenced construction of the Building and upon coming to learn about the Project, the Purchaser approached the Developer to purchase the Composite Unit, which is within the Developer's Allocation, after satisfying itself with the title of the Owner

to the Premises and sanctioning of the Plan by the KMC. The Developer having agreed to sell the same to the Purchaser, this Agreement is being entered into to record the terms and conditions of the intended sale.

6. Now it is agreed:

6.1 Agreement: Upon the Purchaser paying the "**Price**" mentioned in **Part-I** of **Schedule-K** and the "**Extras & Deposits**" mentioned in **Schedule-J**, as also performing and complying with the obligations hereafter mentioned, the Composite Unit will be sold to the Purchaser in the following manner:

6.1.1 The "**Subject Unit**" and the Subject Parking Space by the Developer.

6.1.2 The "**Land Share**" by the Owner.

6.1.3 The "**Common Portions Share**" jointly by the Owner and the Developer.

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

6.2.1 Price: The amount mentioned in **Part-I** of **Schedule-K** in the phased manner (hereafter the "**Installments**") as mentioned in **Part-II** of **Schedule-K**, the first whereof, mentioned in **Part-III** of **Schedule-K**, has been paid by the Purchaser at or before execution hereof and the receipt whereof the Developer hereby admits and acknowledges.

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

6.3 Rates & Taxes: The Purchaser shall pay all rates, taxes and/or fees, including without limitation Service Tax, that are now payable or henceforth becomes payable under any existing statute or any new statute that may hereafter be enacted payable on any of the items of the Total Amount Payable, be it the Price, or any of the Extras or Deposits.

6.4 Declarations of the Owner and the Developer:The Owner and the Developer hereby jointly and severally declare that:

6.4.1 Architect: M/s. Raj Agarwal & Associates,Architect, Planner & Interior Designer, of 8B, Royd Street, 2nd floor, Park Street & Free School Crossing, Kolkata-700016for the time being been appointedthe Architect for the Development and the Building will be constructed according to the Plan, having the "**Specifications**" mentioned in **Schedule-I** and the detailing and design of the Architect. The Developer however shall have the right to change the Architect at its sole discretion at any stage of the Development.

6.3.1 Alteration of Plan: The Developer may alter the Plan without any recourse whatsoever to the Purchaser without however materially affecting the Subject Unit.

6.3.2 Outer Elevation: The Owner or the Developer shall not permit the Purchaser or any of the other purchasers of Units (hereafter collectively the "**Co-Owners**") to do anything whereby the outer appearance of the Building or enjoyment by any of the Co-Owners of the Common Portions is prejudicially affected.

6.3.3 Owner and Developer deemed Co-Owners: The Owner and the Developer shall, for all purposes under this Agreement, be deemed to be a Co-Owner for the Units and Car Parks not sold by them.

6.3.4 Area: The built-up area of the Subject Unit will not be less than 75% (seventy fivepercent) of the Unit Area.

6.4 Declaration by the Purchaser: The Purchaser hereby declares that it has independently examined, enquired and verified or caused to be examined, enquired and verified, inter alia, the title of the Owner to the Premises, the Plan, the Unit Area and the Specifications and, after being fully satisfied about these, it is entering into this Agreement and it further hereby undertakes not to ever raise any objection of whatsoever nature or kind in these regards. The Purchaser further declares that the Developer shall be entitled to alter and/or modify the Plan without any recourse whatsoever to it but which however will not materially affect the Subject Unit.

6.5 Completion: Subject to Force Majeure, the Developer shall construct and make the Building tenantable by March, 2017(hereafter the "**Completion Date**").The decision of the Architect regarding completion, the Specifications, the quality of the materials used in constructing the Building and its workmanship shall be final and binding upon the Parties. The Completion Date may be extended by the Developer, if so required, by six months.

6.6 Possession Notice: The Developer shall in writing (hereafter the "**Notice**") call upon the Purchaser to take possession of the Composite Unit within 21 (twenty-one) days of the date of the Notice.

6.7 Possession Date: Irrespective of whether the Purchaser takes possession of the Composite Unit within the time stipulated in the Notice or not, the Purchaser shall, for all purposes, be deemed to have taken possession of the Composite Unit upon expiry of 21 (twenty-one) days from the date of the Notice and thereafter become liable to pay all rates, taxes and outgoings in respect thereof.

6.8 Registration: The Purchaser shall fulfill all its obligations and make all payments hereunder and have the registration of the Conveyance

in respect of the Composite Unit completed on or before the Possession Date.

6.9 Bar to Objection: The Purchaser shall not raise any objection or make any claim regarding the construction, completion or the Unit Area after the Possession Date in any manner and/or under any ground whatsoever.

6.9.1 Association: The Developer will have an association of the Co-Owners formed and upon its formation the Maintenance will vest with the Association. The Association shall carry out the Maintenance in the manner elaborated in **Schedule-E**.

6.10 Maintenance and Management: The Maintenance and Management of the Building will be done in the following manner:

6.10.1 Committee: Initially the Developer or a body of persons nominated by the Developer (hereafter the "**Committee**") shall manage and maintain the Premises, the Building and the Common Portions and collect and disburse the Common Expenses mentioned in **Schedule-F** (hereafter the "**Maintenance**").

6.10.2 Maintenance Charge: On and from the Possession Date, and irrespective of whether the Purchaser takes actual physical possession of the Composite Unit or not, the Purchaser shall become liable to bear and pay the proportionate share of the Common Expenses mentioned in **Schedule-F** within 7 (seven) days of being called upon to pay the same.

6.10.3 Tax Charges: Till such time the Purchaser has the Composite Unit separately mutated in its name with all the concerned authorities, it will pay the proportionate share of the Rates & Taxes in respect of the Premises and the Building. If

there be any addition to the Rates & Taxes due to anything done by the Purchaser in the Subject Unit, viz., any additional fittings, special construction and facilities, commercial activities and/or renting it out, such additional rates & taxes shall be borne and paid exclusively by the Purchaser over and above the Tax Charges.

6.10.4 Obligations regarding Charges: The Purchaser shall abide by all rules and regulations regarding the usage of the Common Portions and pay the Maintenance Charges and the Taxes Charges within the 7th day of the month for which the same be payable.

6.10.5 Default: In case the Purchaser defaults in making any payment or deposit to the Developer or Association, as the case may be, within the time stipulated therefor (hereafter the "**Default Amount**"), the Purchaser hereby empowers the Developer or the Association, as the case may be, to withhold all or any of the utilities, facilities and/or services to the Purchaser till the Default Amount or any part thereof is in arrears and further entitles the Developer or the Association, as the case may be, to charge interest on the amount of the arrears @ 24% (twenty-four per cent) per annum, compoundable quarterly, till the Default Amount including damages suffered or costs incurred due to delay in making payment of the Default Amount or for realisation of the Default Amount is fully paid.

6.10.6 Charge: The liability for any amount becoming due and payable however shall be a charge on the Composite Unit and shall remain so until remittance in full thereof is made.

6.11 Purchaser's Right to obtain Loan: The Purchaser shall be at liberty to obtain loan for purchasing the Composite Unit and for that

purpose mortgage, charge or encumber the Composite Unit in favour of any Financing Institution *provided however* all payments are made directly to the Developer in adjustment of the Total Payable Amount and further that the Developer shall not have any liability to such Financing Institution.

6.12 Obligations & Rights of the Developer:

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

6.12.2 Possession: The Developer shall complete the Building and hand over possession of the Composite Unit within the time mentioned herein.

6.12.3 Encumber: Without prejudice to the other rights of the Purchaser as mentioned herein, the Developer shall be at liberty to encumber the Premises for obtaining finances for the Development but shall remove such encumbrance, so far as the Composite Unit is concerned, at or before the completion of its sale.

6.12.4 Further Construction: Obtaining all necessary permissions and sanctions therefor, the Developer may make further and/or additional constructions at the Building by adding further floors to it or otherwise and even if such Construction is carried out after possession of the Composite Unit has been handed over to the Purchaser, the Purchaser shall not be entitled to raise any objection of whatsoever nature including without limitation any inconvenience

caused for storing building materials at the Premises or the men, servants and/or agents of the Developer using any part or portion of the Common Portions including without limitation the staircase and water from the reservoir or the overhead tank.

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

6.12.6 Installations: The Developer shall have the exclusive right to install or have set up communication towers, VSAT, dish or other antennas for mobile phones or any other communication or satellite system within the Premises or on the roof of the Building as also grant or assign such rights to third parties without any objection from the Purchaser, any of the Co-Owners or the Association.

6.13 Obligations of the Purchaser: The Purchaser shall:

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

6.13.7 Obstruct Construction: Not do anything which may delay or hinder the execution and completion of the Development in any manner whatsoever or enter into the Premises or any part or portion of the Building without first obtaining the permission of the Developer, which permission however shall not be unreasonably refused.

6.13.8 Claim Possession: Not claim any right in respect of any part or portion of the Premises till actual physical possession of the

Subject Unit and the Subject Parking Space are handed over to the Purchaser.

- 6.13.9 Obstruct Developer's Rights:** Not obstruct or object to the exercise of any of the rights of the Developer under this Agreement.
- 6.13.10 Assignment:** Not assign, transfer or alienate its rights herein until completion of sale without the prior written consent of the Developer, which consent shall not be unreasonably refused *provided however* for granting such permission the Developershall take a fee of Rs. 100/- (Rupees one hundred) per Square Foot of the Unit Area.
- 6.13.11 Exclusive Interest:** Not claim any exclusive interest or right in any portion or portion of the Building or the Premises, save the SubjectUnit and the Subject Car Park, if any.
- 6.13.12 Payment of utilities:** Pay for electricity and all other utilities consumed in or relating to the Subject Unit and proportionately for the Common Portions.
- 6.13.13 Mutation:** At its own costs and expenses and within 3 (three) months from the Possession Date, have all Rates & Taxes in respect of the Composite Unit with all the concerned authorities separately assessed by having it mutated, separated or otherwise in its name and,until then, pay the proportionate Rates & Taxesin the manner elaborated in **Schedule-G**.
- 6.13.14 Usage:** Use the Subject Unit quietly and peaceably, without causing any disturbance to the other Co-Owners and only for purpose mentioned in **Schedule-L**.
- 6.13.15 Abidance:** Abide by the Purchaser's Covenants mentioned in **Schedule-C** and follow the conditions contained in the

Easements mentioned in **Schedule-H** while using and occupying the Subject Unit and the Subject Parking Space.

6.13.16 Observance: Observe and comply with such other covenants as be deemed reasonable by the Developer and/or the Association, as the case may be.

6.14 Force Majeure: Incase conditions such as fire, earthquake, tempest, tornado, flood or any other act of God including without limitation war, strike, labour trouble, political unrest or any cause beyond the control of the Developer, the time of performance by the Developer of its obligations hereunder shall stand extended by the period of such conditions.

6.15 Cancellation by the Purchaser: In the event the Purchaser opts to cancel this Agreement, then the Developer shall be entitled to adjust, out of the receipts from the Purchaser till such time, an amount equal to 10% (ten percent) of the entirety of the amount paid by the Purchaser till the time of such calculation and refund the remainder to the Purchaser within 60 (sixty) days of such cancellation.

6.16 Defaults & Termination:

6.16.6 Of the Purchaser:

6.16.6.1 Breach of Obligation: In case the Purchaser commits any breach of its obligations hereunder and fails to remedy the same within 15 (fifteen) days of receiving notice therefor then the Developer shall be at liberty to terminate this Agreement.

6.16.6.2 Delay in Payment: If the Purchaser fails, neglects or refuses to pay any part or portion of the Total Payable Amount within 15 (fifteen) days of being called upon to do so of the concerned payment, such failure, negligence and/or refusal shall be deemed to be a 'Breach of

Obligation' by the Purchaser and, the Developer at its discretion, shall become entitled to rescind this Agreement (hereafter the "**Developer's Termination**") or opt to condone the delay provided the Purchaser pays damages by way of interest at the rate of 18% (eighteen percent) per annum for the entire period of delay in making the payment.

6.16.6.3 Termination: In the event of Developer's Termination, the Developer shall be entitled to retain 10% of the Price as pre-determined damages and refund the balance without any interest to the Purchaser, after deducting any other amount payable by the Purchaser by way of interest or otherwise but only after the Composite Unit has been sold to a third party and the amount to be paid to the Purchaser has been received from such third party *provided however* if the Composite Unit is not sold within 6 (six) months from the date of Developer's Termination, the Developer shall any way pay the amount refundable to the Purchaser.

6.16.7 Of the Developer:

6.16.7.1 Delivery of Possession: In case the Purchaser fulfils all its obligations hereunder but the Developer fails to complete and deliver possession of the Composite Unit to the Purchaser within 12 (twelve) months of the Completion Date, Force Majeure conditions excepted, then and in such an event, the Purchaser shall have the option to terminate this Agreement and obtain refund of all amounts paid by it but without any interest within 60 (sixty) days of the termination. If the Purchaser does not exercise its option to terminate this Agreement, it will become entitled to interest at the rate of then prevailing saving bank interest rate of State Bank of India on the amount paid by it till such time the Composite Unit is delivered to it. Save as aforesaid, the

Purchaser shall not make any other claim of whatsoever nature or kind or in any manner obstruct the construction and execution and completion of the Development or any of the other Units and/or the Car Parking Spaces and/or the sale, conveyance, transfer of any part thereof.

6.17 Documentation: Messrs S. Jalan & Company, Solicitors and Advocates, of 6/7A, A.J.C. Bose Road, Kolkata-700 017 (hereafter the "**Advocates**") have drawn this Agreement and shall draw all documents related to the Development including, but not restricted to, the Conveyances. The Purchaser shall accept all such documents without any demur.

6.18 Stamp Duty: The Purchaser shall pay the entire Stamp Duty, Registration Fee and all other taxes, fees, duties, levies or penalties, if any, payable for this Agreement. If the Purchaser wants to have this Agreement registered, the Owner and Developer shall make themselves available for admitting execution of this Agreement before the concerned Registrar.

6.19 Amendments: No amendment or modification of this Agreement or any part hereof shall be valid or effective unless it is by an instrument in writing executed by both the Parties and expressly referring to the relevant provisions of this Agreement.

6.20 Notice: All notices shall conclusively be deemed to be served on the 4th day from the day it is sent by Registered Post with A/D to the addresses herein or the one notified in writing to each other.

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

6.22 Entire Agreement: This Agreement contains and records all the terms and conditions agreed between the Parties and supersedes all

understandings or arrangements previous hereto, if any, both oral and in writing.

- 7. Arbitration:** All disputes between the Parties relating to this Agreement shall be referred to arbitration by an arbitral tribunal consisting of three persons (hereafter the "**Tribunal**") one to be appointed by the Developer, one by the Purchaser and the third to be appointed by the two persons so appointed. The arbitration shall be in accordance with the Arbitration & Conciliation Act, 1996 and/or any statutory re-enactments or modifications thereof. The Award of the Tribunal shall be final and binding upon the Parties.

Schedule-A

[The "**Premises**"]

The plot land measuring about 18 Kattahs, 2 Chittacks and 6 Square Feet within ward No.61 of the Kolkata Municipal Corporation being Municipal Premises No. 36, Elliot Road, Kolkata-700 016 P.S.- Park Street, and Butted and bounded as follows:

On the North :Partly34, Elliot Road & Partly by 38, Elliot Road

On the East :ByElliot Road

On the West :Partly by 34, Elliot Road & Partly by 28, Elliot Road

On the South :Partlyby 40B, Elliot Road &partly by 42 Elliot Road

Schedule-B **[Common Portions]**

1. Areas:

1.1 Open and/or covered paths and passages.

1.2 Lobbies.

1.3 Stair case and its landings.

1.4 Stair Head Room, Lift Machine Room, Lift Well.

1.5 The ultimate roof of the Building.

1.6 Boundary walls and main gate.

1.7 Security Room & Electric Room.

2. Water and plumbing:

2.1 Water reservoirs.

2.2 Water tanks.

2.3 Water pipes (save those inside any Unit).

3. Electrical Installations:

3.1 Wiring and accessories for lighting of Common Areas.

3.2 Electrical Installations relating to meter for receiving electricity from CESC Ltd.

3.3 Lifts and its machinery.

4. Drains:

4.1 Drains, sewers and pipes.

4.2 Drainage Sewerage connection with the Kolkata Municipal Corporation.

5. Others:

5.1 Other Common Areas and installations and/or equipments as are provided in the Premises and the Building.

5.2 Generator, if any.

5.3 Pumps and motors.

Schedule-C
[Purchaser's Covenants]

1. The Purchaser shall not:

1.1 Injure, harm or damage the Common Portions or any of the other Units by making any alterations or withdrawing any support or otherwise in the Subject Unit.

1.2 Throw or accumulate or cause to be thrown or accumulated any dust, rubbish or other refuse in the Common Portions, save at the places earmarked therefor by the Association.

1.3 Place or cause to be placed any article or object in the Common Portions.

1.4 Do or permit anything to be done which is likely to cause nuisance or annoyance to the occupants of the other Units and/or the adjoining buildings.

1.5 Use or allow the Unit or any part thereof to be used for any club, meeting, conference hall, school, clinic, nursing home, hospital, Guest house, boarding/lodging house, hotel, catering place, restaurant or other public purpose or non residential purpose without approval.

1.6 Use the Subject Parking Space, if any, for any purpose other than for parking of cars.

- 1.7 Put up or affix any sign board, name plate or other things or other similar articles in the Common Portions or outside walls of the Building save at the places provided or approved therefor provided that this shall not prevent the Purchaser from displaying a small and decent name-plate outside the main door of the Unit.
 - 1.8 Keep, store, carry on or cause to be carried on any offensive, combustible, obnoxious, hazardous or dangerous articles in the Unit or the Common Portions as may be injurious or obnoxious to owners/occupiers of the Building.
 - 1.9 Affix or draw any wire, cable, pipe from, to or through any Common Portions or outside walls of the Building or other parts of the Premises, without approval and in the event any wires are drawn directly to the Unit from the road or anywhere else, all responsibility will solely be that of the Purchaser.
 - 1.10 Install any air-conditioner, except in the approved places.
 - 1.11 Affix or change the design or the place of the grills, the windows or the main door of the Unit without approval of the Developer or the Association, as the case may be.
 - 1.12 Alter any portion, elevation or colour scheme of the Building or the Common Portions.
 - 1.13 Restrict any of the other Co-Owners/occupiers of the Units the full and unrestricted enjoyment of the Easements described in **Schedule-F**.
 - 1.14 Question the quantum of any amount levied upon and to be paid by the Purchaser on any account herein.
 - 1.15 Partition the Unit.
2. The Purchaser shall:

- 2.1 Pay the proportionate Common Expenses mentioned in **Part-IV** of this Schedule and also the respective shares of Maintenance Charges, levies, taxes and all other outgoings related to the Composite Unit, the Building and the Premises within 7 (seven) days of being called upon to do so.
- 2.2 Observe, perform and comply with the conditions mentioned in other parts of this Schedule.
- 2.3 Keep the Subject Unit and the Subject Parking Space and every part thereof and all fixtures and fittings therein or exclusive thereto properly painted and in good repairs and in a neat and clean condition and in a decent and respectable manner.
- 2.4 Use the Subject Unit, the Subject Parking Space and the Common Portions carefully, peacefully and quietly and only for the purpose for which it is meant unless otherwise approved.
- 2.5 Install air conditioners and their water outlets only in the designated spaces of the Subject Unit as decided by the Architect.
- 2.6 Use the Common Portions only for the purpose of ingress or egress, and for no other purpose whatsoever, unless approved.
- 2.7 Sign such forms, give such authorities and render such co-operation as may be required by the Association for common purposes and/or in the common interest and/or in way in pursuance thereof.

Schedule-D
[Association]

1. All the Co-Owners, including the Purchaser shall compulsorily become members of the Association.
2. The Purchaser shall render all necessary assistance to the Developer and the other Co-Owners in all respects for formation of the Association.

3. The Purchaser shall accept, without any objection of any nature whatsoever, the rules and regulations of the Association (hereafter the "**Rules**").
4. The Purchaser shall bear and pay proportionate costs, charges and expenses for formation and registration including professional charges, of the Association, as determined by the Developer without any demur or delay.
5. The Purchaser shall:
 - 5.1 Diligently observe, perform and abide by the Rules.
 - 5.2 Co-operate with the Association and its other members in all its activities.
 - 5.3 Pay all the charges, costs and fees of the Association, as also for its upkeep, as are levied upon the Purchaser by the Association, within the due dates.
 - 5.4 Pay for and acquire the shares, if issued, of the Association.

Schedule-E
[Management]

1. All deposits, payments for common purposes, taxes, mutation fees and all other outgoings shall be made to the Association, which shall be held by the Association in trust for the Co-owners.
2. The Co-Owners may change, alter, add to or modify the Rules of the Association and frame rules, regulations and/or bye-laws for Common Purposes and quiet and peaceful enjoyment of the Co-owners and for their mutual benefit.
3. The Association shall function at the cost of the Co-owners and will work on the basis of advance payments and/or reimbursements of all costs including establishment costs and costs of its formation and/or operations and requirements for doing and/or making provisions for

repairs, painting, replacements and renovation of first class standard and for unforeseen eventualities.

4. The Association shall, upon its formation, be entitled to all the rights with regard to the Common Portions or for the common interests of the Co-owners (hereafter the "**Common Purposes**").
5. The Deposits with the Developer shall be made over to the Association by the Developer upon its formation, which shall be utilised by the Association only for the purpose for which the same have been made and the costs, charges and expenses to fulfill such purpose.
6. The Association shall pay all rates, taxes and outgoings, including those for insurance, (hereafter the "**Outgoings**") for the Building and the Premises, which are not separately charged or assessed or levied on the Co-owners.
7. If the Association has to make any payments, including the Outgoings, out of the deposits kept with it due to any default of the Purchaser, then the Purchaser shall pay such amount within 7 days of payment by the Association.
8. The Purchaser shall make all deposits or payments, called upon to do so by the Association, within 7 (seven) days of the due date or of receiving demand in writing for the same.

Schedule-F
(Common Expenses)

1. **Maintenance:** All expenses for maintaining, operating, white washing, painting, repairing, renovating, rebuilding, reconstructing, decorating, redecorating, replacing and lighting the areas in the Common Portions.
2. **Staff:** The salaries and all other expenses of the persons employed by the Association, including their perquisites, bonus and other emoluments and benefits.

- 3. Operational:** All expenses for running and operating all machinery, equipments and installations comprised in the Common Portions, including the costs of repairing, renovating and replacing the same and towards consumption of electricity for all the Common Portions and for the Common Purposes.
- 4. Association:** Establishment and all other expenses of the Association including its formation, establishment, working capital, administrative and miscellaneous expenses.
- 5. Insurance:** Costs of insuring the Building and the Common Portions against fire, earthquake, etc.
- 6. Fire Fighting:** Cost of operating the fire fighting equipments and personnel including costs of renewal of N.O. C. from the West Bengal Fire Service as and when necessary.
- 7. Rates, taxes and other outgoings:** All rates, taxes, fees, levies and other outgoings payable to all statutory authorities or otherwise relating to the Premises as cannot to be allocated to any particular Co-Owner of any of the Units.
- 8. Reserves:** Creation of a contingency fund for replacement, renovation and other periodical expenses and generally for all the Common Expenses.
- 9. Lift:** Cost of operating the lift, the annual maintenance cost including the cost of renewal of the lift license.
- 10. Others:**
 - 10.1 Litigation expenses that may have to be incurred for the Common Purposes.
 - 10.2 All other expenses and/or outgoings for or relating to the Common Portions as are incurred by the Association.

Schedule-G
[Mutation, taxes and impositions]

1. Within 3 (three) months from the date of completion of the registration of the Composite Unit, the Purchaser shall apply for and obtain mutation, separation and/or apportionment of the Composite Unit in its name within 3 (three) months thereafter without in any way making the Developer or the Association liable and/or responsible for the same.
2. In case of default, the Developer or the Association will be entitled to get the Composite Unit mutated and apportioned in the name of the Purchaser and in such case be further entitled to recover all costs, charges and expenses, including professional fees, therefor from the Purchaser. The Purchaser will be additionally liable to pay the sum of Rs. 21,000/- (Rupees twenty one thousand) as overhead expenses on this account to the Committee or the Association, as the case may be. All such amounts shall be paid and/or be payable by the Purchaser within 7 days of being called upon to do so. In the event of failure to do so, the Purchaser shall be liable to pay interest on the unpaid amount @ 24% (twenty-four per cent) per annum with quarterly rest.
3. Until such time as the Composite Unit be separately assessed and/or mutated, all rates, taxes, outgoings and/or impositions levied on the Premises and/or the Building (hereafter the "**Impositions**") shall be proportionately borne by the Purchaser.
4. Besides the amount of the Impositions, the Purchaser shall also be liable to pay the penalty interest, costs, charges and expenses for and in respect of all or any of such taxes or Impositions (hereafter the "**Penalties**"), proportionately or wholly, as the case may be.
5. The liability of payment by the Purchaser of Impositions and Penalties in respect of the Composite Unit would accrue with effect from the Possession Date.

6. The Association shall be at liberty to pay such sums from time to time as it may deem fit and proper towards the Impositions or Penalties and recover the share of the Purchaser thereof from the Purchaser.

Schedule-H
[Easements]

1. The Purchaser and all the other Co-Owners shall be bound by the following easements and/or conditions:
 - 1.1 The right of ingress to and egress from the Unit over the Common Areas mentioned in **Schedule-B**.
 - 1.2 The right of passage of wires, cables and other equipments and of utilities including connections for water, electricity, telephone, internet and all other utilities to and through the Common Portions of the Building and the Premises from ducts and spaces specifically provided therefor.
 - 1.3 The right of support, shelter and protection of each portion of the Building by the other portions thereof.
 - 1.4 Such rights, supports, easements and appurtenances as are usually held occupied or enjoyed as part or parcel of the Unit or necessary for the exclusive use or enjoyment thereof by the Co-Owners in common with each other subject however to the conditions contained elsewhere herein.
 - 1.5 The right of the Co-Owners, with or without workmen, and necessary materials to enter into all parts of the Building, including all the Units therein for repairs at day time upon giving 48 (forty-eight) hours prior notice to the persons affected thereby *provided however* that no prior notice or timing shall be required in emergent circumstances.
2. The Purchaser shall not:

- 2.1 Make any internal addition, alteration and/or modification in or about the Unit save in accordance with the appropriate Building Regulations, the Rules of the Association and after obtaining appropriate sanctions from the necessary statutory authorities and a certificate from a certified structural engineer and ensure that such does not jeopardise the structural stability of the block in which the Unit will be situated at.
- 2.2 Claim any right of pre-emption or otherwise regarding any of the other Units or any portion of the Building or the Premises.
- 2.3 Make any claim of any nature whatsoever with regard to any other areas, open or covered, of or in the Premises besides the Unit and the common enjoyment of the Common Portions.

Schedule-I
[Specifications]

Foundation : Concrete cement structure.

Walls : Conventional Brick work.

Wall Finish : Interior – Plaster of Paris

Exterior - High quality paint.

Flooring : Bedroom – Tiles,

Living & Dining – Tiles,

Kitchen – Tiles,

Toilet – Tiles,

Kitchen : Platform made of Granite with Stainless Steel sink. Electrical point for Refrigerator, washing machine, micro woven, water purifier, geyser and exhaust fan.

Toilet : Sanitary ware with all C.P. fittings, Electrical point for Geyser & Exhaust fan, electrical saver, plumbing provision for Hot & Cold water.

Door & Windows: Wooden frame with flush doors & Aluminium window.

Lift : Kone or equivalent.

A.C. : A. C. Points in all bedroom and in living & dining.

AMENITIES:

1. Power back up with standby Generator.
2. C C TV at ground floor for all common area.
3. Intercom connectivity with security and all the Units.
4. Two lifts.
5. 24 hrs water supply.

Schedule-J
[Extras & Deposits]

Part-I
[Extras]

1. **Additional Work:** The cost of any work done in the Unit in addition to those mentioned in the Specifications mentioned in **Schedule-F** at the request of or with the consent of the Purchaser including, but not limited to, the expenses of having the Plan modified if required for the Additional Work.
2. **Electricity Expenses:** The proportionate costs including, but not restricted to, the deposits and expenses payable to CESC Limited or otherwise for bringing the electric supply connection lines to the Premises the exact amount whereof will be intimated to the Purchaser by the Developer when the total expenses for the same is ascertained including the costs and deposits of transformer/s, cabling, mother

meter/s etc. The purchaser shall also pay the deposit for its individual meter.

3. **Generator Expenses:** Proportionate cost of the stand-by generator (hereafter the "**Generator**") to be provided for supplying electricity in case of power failure for the internal consumption of the Unit and the Common Portions. The amount payable by the Purchaser shall be determined by the Developer at the time of acquiring the Generator and be intimated to the Purchaser.
4. **Documentation Charges:** The sum of Rs. 25000/- (Rupees Twenty Five thousand) as costs for preparation of this Agreement for Sale and Conveyance as well all other documents in connection with or related to the sale of the Composite Unit by the Developer to the Purchaser one-half whereof is to be paid by the Purchaser at or before execution hereof and balance before the Possession Date. This Charge however is not inclusive of the expenses to be incurred by the Purchaser for registering the Conveyance for the Composite Unit which is to be paid separately by the Purchaser to the Developer within 7 (seven) days of being called upon to do so.
5. **Association Cost:** Proportionate cost of forming the Association as mentioned in Clause 6.9.1.

Part-II **[Deposits]**

1. **Maintenance Expenses Deposit:** An amount equal to Rs. 24/- (Rupees twenty-four) per Square Feet of the Unit Area towards initial Maintenance Expenses for six months/one year. The Developer will hand over the remainder of this Deposit, if any, to the Association upon its formation.
2. **Registration Costs:** An amount equal to the applicable stamp duty and registration fee for the Conveyance of the Composite Unit as also the incidental expenses to be incurred for such registration.

3. **Security Deposit for Rates & Taxes:** An amount equal to Rs. 26/- (Rupees twenty-six) per Square Feet of the Unit Area as security deposits for any rates and/or taxes including without limitation Municipal Tax, Water Tax and/or any other Government Levies, for payment of all rates & taxes for the Composite Unit if required to be paid on behalf of the Purchaser for the Composite Unit till such time the Composite Unit is separately mutated for payment of all rates and taxes.
4. **Sinking Fund:** An amount equal to Rs. 50/- (Rupees fifty) per Square Feet of the Unit Area.

Schedule-K

Part-I [Price]

Rs./- (Rupees only) Service Tax extra as applicable from time to time to be paid extra.

Part-II [Installments]

1.	On or before signing the Agreement for Sale.	65%+ Service Tax
2.	On completion 3 rd floor roof casting.	15%+ Service Tax
3.	On completion of Brickwork.	10%+ Service Tax
4.	On or before Possession Date.	10%+ Service Tax
	Total =	100%+ Service Tax

Part-III [Payment at or before Execution]

The Developer confirms having received the sum of Rs...../- (Rupees) before execution hereof.

Schedule-L

[Manner of use of the Subject Unit]

The Purchaser shall use the Subject Unit only as a residence.

Schedule-M

[Subject matter of Agreement]

[Composite Unit]

PART-I

[Subject Unit]

The Unit No.sqfthaving a Super Built-Up area of aboutSquare Feet (hereafter the "**Unit Area**") on theFloor of the building under construction at the Premises described in**Schedule-A**.

PART-II

[Subject Parking Space]

The right to parkcar in the covered areas of the building under construction at the Premises described in**Schedule-A** to be allotted by the after completion of the Project.

PART-III

[Land Share]

The proportionate undivided, indivisible and singly non-transferable share in the land comprised in the Premises described in**Schedule-A**.

PART-IV

[Common Portion Share]

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

WHERE

The term **proportionate** shall mean the proportion the UnitArea mentioned in **Part-I** of this **Schedule** will bear to the Super Built-Up Area of all the Units in the Building to be constructed at the Premises described in**Schedule-A**.

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

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

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

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

