

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 **Owners:** Collectively the following **of the One Part:**
 - 3.1.1 **First Owner: Indranagri Conclave Private Limited**, a company within the meaning of the Companies Act, 1956 having its registered office at 75C, Park Street, P.S. Park Street, Kolkata-700 016 having I.T. PAN AADCI3130R of the **First Part** represented by one of its Directors **Sri Inderpal Singh Sandhu**, son of Late Sarup Singh Sandhu, by faith Sikh, by occupation Business, Indian National, residing at Flat No. 4A, 4th Floor, 'Orbit Enclave' 12/3A, Picaso Bithi, Kolkata-700 017, P.S. Shakespeare Sarani and having PAN AIEPS3393N.

 - 3.1.2 **Second Owner: Grewal Concepts Private Limited**, a company within the meaning of the Companies Act, 1956 and having its registered office at 3F, Dr. G.S. Bose Road, Kolkata-700 039, P.S. Kasba having I.T. PAN AACCG8117B of the **One Part** represented by **Sri Inderpal Singh Sandhu**, son of Late Sarup Singh Sandhu, by faith Sikh, by occupation Business, Indian National, residing at Flat No. 4A, 4th Floor, 'Orbit Enclave' 12/3A, Picaso Bithi, Kolkata-700 017, P.S. Shakespeare Sarani and having PAN AIEPS3393N, of the Second Owner, being the duly constituted attorney of the First Owner by the Power of Attorney dated 26th November, 2013, registered with the Additional District Sub-Registrar, Sealdah in Book No I, CD Volume No.8, Pages 9337 to 9349, being No. 03922 for the year 2013.

 - 3.2 **Purchaser:**

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4. **Subject Matter:** The "**Composite Unit**" described in **Schedule-M** which, includes the following:
 - 4.1 The "**Subject Unit**" described in **Part-I** of **Schedule-M**.

4.2 The "**SubjectCar Park**" described in **Part-II** of **Schedule-M** to be allotted by the First Owner 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 numbers of the Purchaser, he/she/it/they, all have been referred herein as 'singular' and in 'neuter' gender.

5.2 The First Owner is the owner of undivided one-third share and/or interest in the Premises and the Second Owner of the remaining undivided two-third. The devolution of title of the Owners to the Premises is detailed in **Schedule-A**.

5.3 The Parties had decided to develop the Premises and, for that purpose, had entered into an agreement dated 26th November, 2013 (hereafter the "**Development Agreement**") registered with the A.D.S.R. Sealdah in Book No. I, CD Volume No. 8, Pages 9312 to 9336, being No. 03921 for the year 2013 which, inter alia, provided that:

5.3.1 The First Owner would develop the Premises(hereafter the "**Development**") by constructing a building thereat (hereafter the "**Proposed Building**"), the ground floor whereof would have spaces for parking of cars (hereafter the "**Car Parks**") and each of its upper floors would have separately and exclusively occupiable spaces to be used for residential purpose (hereafter the "**Units**").

5.3.2 Out of the Units and Car Parks, some would be constructed for, to the account of and on behalf of the First Owner (hereafter the "**First Owner's Allocation**") and the balance for the Second Owner (hereafter the "**Second Owner's Allocation**").The Owners would become the sole and absolute owner of their respective Allocations upon completion of the Proposed Building.

5.3.3 Each Owner would be entitled to deal with its respective Allocation.

5.3.4 Each of the Owners would grant power (hereafter the "**POA**") to the other to exclusively deal with its Allocation.

5.3.5 After the Kolkata Municipal Corporation (hereafter the "**KMC**") would grant permission to construct the Proposed Building in accordance with the plan (hereafter the "**Plan**") to be submitted to it, the Owners would enter into another agreement (hereafter the "**Demarcation Agreement**") demarcating their respective Allocations.

5.4 The permission to construct the Proposed Building in accordance with the Plan (hereafter the "**Permission**") was granted on 29.04.2015, being Permit No. 2015070017 and thereafter the Demarcation Agreement was entered into onwhereby the Subject Unit and the Subject Car Park are within the First Owner's Portion. In the circumstances:

5.4.1 The Purchaser approached the First Owner to purchase the Composite Unit after being satisfied with the title of the Owners to the Premises, the Plan, the Permission and related papers.

5.4.2 Though the Owners will jointly sell the Composite Unit, all payments to be made hereunder by the Purchaser is to be made to the First Owner.

5.5 The First Owner having agreed to sell the Composite Unit 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-L** and the "**Extras & Deposits**" mentioned in **Schedule-K**, as also performing and complying with its obligations hereafter mentioned, the Owners will sell their respective entitlements in the Composite Unit to the Purchaser

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

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

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

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, on any of the items of the Total Amount Payable, be it the Price, or any of the Extras or Deposits.

6.4 Declaration by the Owners: The Owners hereby declare that:

6.4.1 Architect: Agarwal & Agarwal, Worship House, 2/5 SevokBaidya Street, Kolkata 700029 for the time being has been appointed the Architect for the Development and the Proposed Building will be constructed according to the Plan, having the "Specifications" mentioned in **Schedule-J** and the detailing and design of the Architect. The Owners however may change the Architect at their sole discretion at any stage of the Development.

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

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

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

6.4.5 Area: The built-up area of the Subject Unit will not be less than 75% (seventy five percent) of its area mentioned in **Part-I of Schedule-M** (hereafter the "Unit Area").

6.3 Declaration by the Purchaser: The Purchaser hereby declares that:

6.3.1 Examination: The Purchaser has independently examined, enquired and verified or has caused to be examined, enquired and verified, inter alia, the title of the Owners to the Premises, the Plan, the Permission, the Unit Area and the Specifications.

6.3.2 Satisfaction: After being fully satisfied upon the Examination, the Purchaser is entering into this Agreement.

6.3.3 Undertaking: The Purchaser hereby undertakes that it will never raise any objection of whatsoever nature or kind in respect of the Examined findings.

- 6.3.4 Plan Modification:** The Owners shall be entitled to alter and/or modify the Plan without any recourse whatsoever to the Purchaser but which may not however materially affect the Subject Unit.
- 6.3.5 Acceptance:** The Purchaser shall accept the decision of the Architect regarding completion of the Proposed Building, the Specifications, the quality of the materials used for the construction and its workmanship.
- 6.3.6 Bar to Objection:** The Purchaser shall not raise any objection or make any claims regarding the construction, completion or the Unit Area after the 'Possession Date' mentioned hereafter in any manner and/or under any ground whatsoever.
- 6.4 Completion:** Subject to Force Majeure, the construction of the Proposed Building will be completed and it made tenantable by March, 2018 (hereafter the "**Completion Date**"). The Completion Date may be extended by the Owners, if so required, by six months.
- 6.5 Possession Notice:** The First Owner 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.
- 6.6 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.
- 6.7 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.
- 6.8 Maintenance and Management:** The Maintenance and Management of the Proposed Building will be done in the following manner:
- 6.8.1 Committee:** Initially the First Owner or a body of persons nominated by it (hereafter the "**Committee**") shall manage and maintain the Premises, the Proposed Building and the Common Portions and collect and disburse the Common Expenses mentioned in **Schedule-G** (hereafter the "**Maintenance**").
- 6.8.2 Association:** If an association of the Co-Owners be formed then upon its formation the Maintenance will vest with the Association. The Association shall carry out the Maintenance in the manner elaborated in **Schedule-E**.

- 6.8.3 Maintenance Charge:** On and from the Possession Date, and irrespective of whether the Purchaser takes actual physical possession of the Composite Unit by then or not, the Purchaser shall become liable to bear and pay the proportionate share of the Common Expenses mentioned in **Schedule-G** within 7 (seven) days of being called upon to pay the same.
- 6.8.4 Rates & Tax:** 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 all rates, taxes and/or fees 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 constructions and/or 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 proportionate share of the Rates & Taxes.
- 6.8.5 Obligations regarding Maintenance 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 within the 7th day of the month for which the same be payable.
- 6.8.6 Default:** In case the Purchaser defaults in making any payment or deposit within the time stipulated therefor (hereafter the "**Default Amount**") to the First Owner, the Committee or the Association, as the case may be, the Purchaser hereby empowers the First Owner, the Committee 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 First Owner, the Committee 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, the interest thereon including damages suffered or costs incurred due to delay in making payment of the Default Amount or for realisation of the Default Amount and/or the interest or any part or portion of either, is fully paid.
- 6.8.7 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.
- 6.9 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 First Owner in adjustment of the Total Payable Amount and further that none of the Owners shall not have any liability to such Financing Institution.

6.10 Obligations & Rights of the Owners:

- 6.10.1 Sale:** The Purchaser paying the First Owner the Total Payable Amount within the scheduled time mentioned herein, complying with and performing all its obligations hereunder, the Owners 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.
- 6.10.2 Possession:** Construction of the Proposed Building will be completed, made tenantable and possession of the Composite Unit handed over to the Purchaser within the time mentioned herein.
- 6.10.3 Encumber:** Without prejudice to the other rights of the Purchaser as mentioned herein, the Owners 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.
- 6.10.4 Changes:** The Owners 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 Owners in this regard.
- 6.10.5 Installations:** The Owners shall have the exclusive right to install or 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 Proposed 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.

6.11 Obligations of the Purchaser: The Purchaser shall:

- 6.11.1 Payments:** Pay the Installments, the Extras and the Deposits within the due dates of payments thereof, time for the payments whereof shall be the essence of this Agreement.
- 6.11.2 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 Proposed Building during its construction without first obtaining the permission of the First Owner, which permission however shall not be unreasonably refused.

- 6.11.3 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.
- 6.11.4 Obstruct Owners' Rights:** Not obstruct or object to the exercise of any of the rights of the Owners under this Agreement.
- 6.11.5 Assignment:** Not assign, transfer or alienate its rights herein until completion of sale without the prior written consent of the First Owner, which consent shall however not be unreasonably refused but for granting such permission the First Owner shall take a fee of ₹148/- (Rupees One Hundred Forty Eight) only per Square Foot of the Unit Area.
- 6.11.6 Exclusive Interest:** Not claim any exclusive interest or right in any portion or portion of the Proposed Building or the Premises, save the Subject Unit and the Subject Car Park, if any.
- 6.11.7 Payment of utilities:** Pay for electricity and all other utilities consumed in or relating to the Subject Unit and proportionately for the Common Portions.
- 6.11.8 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 & Taxes in the manner elaborated in **Schedule-H**.
- 6.11.9 Usage:** Use the Subject Unit quietly and peaceably, without causing any disturbance to the other Co-Owners and only for residential purpose.
- 6.11.10 Abidance:** Abide by the Purchaser's Covenants mentioned in **Schedule-D** and follow the conditions contained in the Easements mentioned in **Schedule-I** while using and occupying the Subject Unit and the Subject Parking Space.
- 6.11.11 Observance:** Observe and comply with such other covenants as be deemed reasonable by the First Owner, the Committee and/or the Association, as the case may be.
- 6.12 Force Majeure:** In case 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 Owners, the time of performance by the Owners of its obligations hereunder shall stand extended by the period of such conditions.
- 6.13 Cancellation by the Purchaser:** In the event the Purchaser opts to cancel this Agreement, then the First Owner shall adjust 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.

6.14 Defaults & Termination:

6.14.1 Of the Purchaser:

6.14.1.1 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 First Owner shall be at liberty to terminate this Agreement.

6.14.1.2 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 First Owner at its discretion, shall become entitled to rescind this Agreement (hereafter the "**Owners' 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.

6.14.1.3 Termination: In the event of Owners' Termination, the First Owner 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 the Owners' Termination, the First Owner shall any way pay the amount refundable to the Purchaser.

6.14.2 Of the Owners:

6.14.2.1 Delivery of Possession: In case the Purchaser fulfils all its obligations hereunder but the First Owner 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 the then prevailing saving bank interest rate of the 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 of any of the other Units and/or the Car Parking Spaces and/or the sale, conveyance, transfer of any part thereof.

- 6.15 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.
- 6.16 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 Owners shall make themselves available for admitting execution of this Agreement before the concerned Registrar.
- 6.17 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 all the Parties and expressly referring to the relevant provisions of this Agreement.
- 6.18 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 the others.
- 6.19 Non-Waiver:** Non-enforcement of any of the rights of the Owners at any point of time shall not be construed that such right has been waived by them for the later part of continuance of this Agreement.
- 6.20 Entire Agreement:** This Agreement contains and records all the terms and conditions agreed between the Parties and supersedes all other 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 Owners, 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
[Devolution of Title]

1. One Netye Chandra Mandal (hereafter "**Netye**") had purchased various plots of land in C.S. Dag No.348 and 349, Khatian No.1271, in Mouza Kasba, J.L. No.13, Touzi No.340-342, Police Station then Tollygunge now Kasba, District then 24 Parganas and now South 24 Parganas (hereafter "**Netye Land**") by two several deeds, details whereof are as follows:
 - 1.1 Conveyance dated 14th June, 1918, registered with the Registrar of Assurances, Calcutta in Book No.I, Volume No.5, Pages 252 to 267, Being No.2526 for the year 1918.
 - 1.2 Bengali Sale Deed dated 13thAswin 1326 B.S. registered with the Registrar of Assurances, Calcutta in Book No. I, Volume No.150, Pages 119 to 126, Being No.5116 for the year 1919.
2. Netye had thereafter obtained a '*MourasiMokarariPatta*' in respect of the Netye Land from the superior landlords KishoriMohonBandapadhyay and others by a Deed dated 22nd March, 1920 registered with the Registrar of Assurances, Calcutta in Book No. I, Volume No.63, Pages 64 to 67, Being No.1654 for the year 1920.
3. The Netye Land was originally part of Premises No.1, Bediadanga Road. It was subsequently numbered as Premises No.3, Bedidanga Road under the Tollygunge Municipality and later as 3, Girindra Shekhar Bose Road with the then Corporation of Calcutta which is now the Kolkata Municipal Corporation.
4. Netye, a Hindu governed by the Dayabhaga School of Hindu Law, died intestate in 1950 leaving behind him surviving his two sons KanakBhusanMondal (hereafter "**Kanak**") and SashiBhusanMondal (hereafter "**Sashi**") as his only legal heirs who thus jointly and in equal shares became, inter alia, the owners of the Netye Land.
5. Kanak died intestate leaving behind him surviving his widow Protiva SundariMondal (hereafter "**Protiva**") and four sons Nirmal Chandra Mondal(hereafter "**Nirmal**"), Amal Chandra Mondal (hereafter "**Amal**"), Shyamal Chandra Mondal (hereafter "**Shyamal**") and Malay Chandra Mondal (hereafter "**Malay**") as his legal heiress and heirs who thus jointly became entitled to one-half undivided share in the Netye Land.
6. By a Deed of Settlement dated 1st September, 1969 registered with the Sub-Registrar at Alipore in Book No. I, Volume No. 91, Pages 76 to 84, being No. 4656 for the year 1969, Sashi had settled his undivided one-half share in the Netye Land (hereafter the "**Trust Property**") in a trust (hereafter the "**Trust**") which, inter-alia, provided that:
 - 6.1 The two trustees of the Trust (hereafter the "**Trustees**") would be Barun Chandra Mandal (hereafter "**Barun**") and Smt. Dipty Roy (hereafter "**Dipty**").

- 6.2 The Trustees would be entitled to sell the Trust Property with joint concurrence and on such terms and conditions as they would think fit and proper.
- 6.3 In the event any of death of any of the Trustees or refusing or becoming unfit or becoming incapable to act as such, a new trustee might be appointed in his or her place by the surviving or the continuing Trustee.
7. Barun having refused to act further as a Trustee, by a Deed of Discharge of trustee and Relinquishment of Right dated 7th November, 1973 registered with the Sub-Registrar of Alipore in Book No. I, Volume No. 119, Pages 33 to 38, being No. 5043 for the year 1973, it was, inter-alia, declared that:
- 7.1 Barun had retired as a Trustee and all his rights, title and/or interests in the Trust Property vested in Dipty, the continuing Trustee, and she became the sole Trustee.
- 7.2 Barun disclaimed and forever relinquished in favour of Dipty his right to concur to sell the Trust Property and Dipty alone could sell the Trust Property or any portion thereof.
8. In these circumstances, Protiva, Nirmal, Amal, Shyamal, Malay and Dipty becoming collectively entitled to sell the Netye Land and by a Conveyance dated 23rd April, 1974, registered with the Sub-Registrar of Alipore in Book No. I, Being Deed No.2863 for the Year 1974, jointly sold to SardarBachan Singh (hereafter "**Bachan**") and his wife Bhagwan Kaur (hereafter "**Bhagwan**") a portion from the north east side of the Netye Land measuring about 18 (eighteen) Cottahs and 14 (fourteen) Chittacks with a dilapidated tin roofed structure thereon, which portion is the "**Premises**" described in **Schedule-B** and was subsequently re-numbered as 3F, Dr. Girindra Sekhar Bose Road, Kolkata – 700 039 *together with* the right to use the 33 (thirty-three) feet wide common passage to the west of the Premises (hereafter the "**Common Passage**") from Dr. Girindra Shekhar Bose Road to the end of the Premises.
9. Bachan and Bhagwan had put up some temporary structures having brick built walls with tin and asbestos sheds at the Premises measuring about 3,000 (three thousand) Square Feet (hereafter the "**Existing Structures**") for letting out on tenancy. The Premises, the Existing Structures and the right to use the Common Passage hereafter collectively called the "**Said Property**".
10. After completion of such construction, Bachan and Bhagwan had inducted 4 (four) tenants at the Said Property (hereafter the "**Tenants**") being Jhantoo Sharma (hereafter the "**First Tenant**"), KanwarSainVarma (hereafter the "**Second Tenant**"), T.S. Matharu (hereafter the "**Third Tenant**") and Bhikari Shaw (hereafter the "**Fourth Tenant**") and.

11. Bachan had expired testate on 30th May, 1985 after making and publishing his last Will and Testament dated 17th February, 1981 by which he had bequeathed his undivided one-half share in the Said Property in favour of his wife Bhagwan and the Letter of Administration in respect of the said Last Will and Testament was duly granted by the Learned District Delegate, Alipore in Case No.385 of 1996 (L.A.) under Act 39. Accordingly, Bhagwan became the sole and absolute owner of the Said Property.
12. Bhagwan had expired testate on 30th January, 2002 after making and publishing her Last Will and Testament dated 13th August, 2001 by which she had bequeathed the Said Property in favour of her three grandsons namely Kulwant Singh (hereafter "**Kulwant**"), Inderjit Singh (hereafter "**Inderjit**") and Prabhjot Singh (hereafter "**Prabhjot**"). The Probate of the Last Will and Testament of Bhagwan was granted by the Learned District Delegate, Alipore in Case No.159 of 2002 (P) under Act 39 and accordingly the Kulwant, Inderjit and Prabhjot, became the joint owners of the Said Property, each having one-third undivided share therein.
13. By a Deed of Exchange dated 6th August 2002, registered with the Additional Registrar of Assurances-I, Kolkata in Book No. I, Pages 1 to 13, being Deed No.2556 for the Year 2004, Kulwant had exchanged his one-third share in the Said Property with the undivided one-third share of one Harnek Singh (hereafter "**Harnek**") in the Municipal Premises No. 3D, Dr. Girindra Sekhar Bose Road. This Exchange was confirmed by Inderjit and Prabhjot. Harnek thus became owner of one-third undivided share of the Said Property in place and stead of Kulwant and Harnek, Inderjit and Prabhjot thus became the joint owners of the Said Property each having one-third undivided share therein.
14. By his letter dated 24th May, 2006 the First Tenant had surrendered his tenancy.
15. By a Conveyance dated 10th March, 2008, registered with the Additional Registrar of Assurances-I, Kolkata in Book No. I, CD Volume No. 6, Pages from 7284 to 7299, being Deed No.02635 for the Year 2011, Prabhjot had sold to the Second Owner his undivided one-third share in the Said Property subject to the tenancies of the other three Tenants.
16. By a Conveyance dated 11th July, 2008, registered with the ADSR Sealdah in Book No.I, CD Volume No. 2, Pages from 8518 to 8535, being Deed No. 00869 for the Year 2011, Harneck had sold to the Second Owner his undivided one-third share in the Said Property subject to the tenancies of the other three Tenants.
17. By a Conveyance dated 18th July, 2008, Registered with the ADSR Sealdah, Book No.I, CD Volume No. 2, Page 8536 to 8553, being Deed No. 00870 for the year 2011 Inderjit had sold to Mrs.

Davinder Kaur(hereafter "**Davinder**") his undivided one-third share in the Said Property subject to the tenancies of the other three Tenants.

18. By his letter dated 31st December, 2008 the Second Tenant had surrendered his tenancy.By his letter dated 29th March, 2012 the Third Tenant had surrendered his tenancy.
19. By his letter dated 30th August, 2013 the Fourth Tenant had surrendered his tenancy.
20. By a Conveyance dated 20th November, 2013, Registered with ADSR, Sealdah in Book No.I, CD Voloume No. 8, Pages from 7874 to 7889, being Deed No. 3882 for the year 2013, Davinder had sold her undivided one-third share in the Said Property to the First Owner.
21. Thus, the First Owner is the owner of undivided two-third share in the Premises and the Second Owner of the undivided one-third share therein.

Schedule-B **[Premises]**

The Municipal Premises No. 3F, Dr. Girindra Sekhar Bose Road, Kolkata-700 039, measuring about 18 Cottahs and 14 Chittacks within Police Station Kasba, District 24 Parganas (South), Ward No. 67 of the Kolkata Municipal Corporation, *together with* the right to use the 33 (thirty-three) Feet wide common passage to its West from Dr. Girindra Shekhar Bose Road to its end butted and bounded as follows:

ON THE NORTH : By Dr. Girindra Sekhar Bose Road;

ON THE EAST : By Municipal Premises No. 3, Dr. Girindra Sekhar Bose Road;

ON THE SOUTH : By Municipal Premises No. 3, Dr. Girindra Sekhar Bose Road and

ON THE WEST : Partly by the 33 Feet wide Common Passage and partly by Municipal Premises No. 3, Dr. Girindra Sekhar Bose Road.

Schedule-C **[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 Proposed 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 Proposed Building.
- 5.2 Generator, if any.
- 5.3 Pumps and motors.

Schedule-D
[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 First Owner, the Committee or the Association, as the case may be.
- 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 Proposed 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 Subject Unit.
- 1.8 Keep, store, carry on or cause to be carried on any offensive, combustible, obnoxious, hazardous or dangerous articles in the Subject Unit or the Common Portions as may be injurious or obnoxious to owners/occupiers of the Proposed Building.
- 1.9 Affix or draw any wire, cable, pipe from, to or through any Common Portions or outside walls of the Proposed Building or other parts of the Premises, without approval and in the event any wires are drawn directly to the Subject 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 Subject Unit without approval of the First Owner, the Committee or the Association, as the case may be.
- 1.12 Alter any portion, elevation or colour scheme of the Proposed 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-I**.
 - 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 Subject 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 Proposed 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 First Owner, the Committee or the Association, as the case may be, for the common purposes and/or in the common interest and/or in way in pursuance thereof.

Schedule-E
[Association]

- 1. The Purchaser along with all the other Co-Owners shall compulsorily become members of the Association.
- 2. The Purchaser shall render all necessary assistance and cooperation 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.
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-F
[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 First Owner shall be made over to the Association by the First Owner 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 Proposed 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-G
[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 Proposed Building and the Common Portions against fire, earthquake, etc.
6. **Fire Fighting:** Cost of operating the firefighting 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-H
[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 First Owner, the Committee or the Association, as the case may be, liable and/or responsible for the same.
2. In case of default, the First Owner, the Committee or the Association, as the case may be, 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 ₹21,000/- (Rupees twenty-one thousand) as overhead expenses on this account to the First Owner, 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 Proposed 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 First Owner, the Committee or the Association, as the case may be, 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-I
[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 Subject Unit over the Common Areas mentioned in **Schedule-C**.
 - 1.2 The right of passage of wires, cables and equipment and of utilities including connections for water, electricity, telephone, internet and all other utilities to and through the Common Portions of the Proposed 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 Proposed 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 all the Units 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 Proposed 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 Subject Unit save in accordance with the appropriate Proposed 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 Proposed Building.
 - 2.2 Claim any right of pre-emption or otherwise regarding any of the other Units or any portion of the Proposed 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 Subject Unit and the common enjoyment of the Common Portions.

Schedule—J
[Specifications]

Foundation : Reinforced cement concrete in piles.

| | |
|-------------|---|
| Walls | : Conventional Brick work. |
| Wall Finish | : Interior – 3”/5” Brick Wall with Plaster and Purry. Exterior –10” Brick Wall including Plaster and Paint Finish |
| Flooring | : Bedroom – Good quality Vitrified Tiles, Living & Dining – Large Sized Vitrified Tiles, Kitchen – Granite top, Stainless Steel Sink and Designer Ceramic Tiles on Dado upto 2 ft., Toilets – Good quality designer Ceramic Tiles upto Door height on the walls and anti skid Ceramic/ Vitrified Tiles on the floor, |
| Kitchen | : Platform made of Granite with Stainless Steel sink. Electrical point for Refrigerator, washing machine, micro woven, water purifier, geyser and exhaust fan. |
| Electrical | : Concealed copper wiring with good quality modular switches with MCB distribution Panel |
| Sanitary | : Jaquar or equivalent, |
| Plumbing | : Plumbing provision concealed pipeline for Hot & Cold water. |
| Doors | : Main Door-Flush Door |
| Windows | : Natural Anodized Aluminum windows with Glass panels. |
| Lift | : Otis/Kone or equivalent brand. |
| 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 hours water supply.

Schedule-K
[Extras & Deposits]

Part-I
[Extras]

1. **Additional Work:** The cost of any work done in the Subject Unit in addition to those mentioned in the Specifications mentioned in **Schedule-J** 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 First Owner 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 Subject Unit and the Common Portions. The amount payable by the Purchaser shall be determined by the First Owner at the time of acquiring the Generator and be intimated to the Purchaser.
4. **Documentation Charges:** The sum of ₹25,000/- (Rupees Twenty Five Thousand) only 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 First Owner 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 First Owner 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 ₹72/- (Rupees Seventy Two) only per Square Feet of the Unit Area towards initial Maintenance Expenses for two years. The First Owner 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 ₹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 ₹50/- (Rupees fifty) per Square Feet of the Unit Area.

Schedule-L

Part-I

[Price]

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

Part-II [Installments]

Stages at which a percentage of the Price is to be are:

| | | |
|----|---|-------------------|
| 1. | On or before signing the Agreement for Sale. | 20% + Service Tax |
| 2. | On completion of Foundation | 5% + Service Tax |
| 3. | On completion 1 st floor roof casting. | 10% + Service Tax |
| 4. | On completion 3 rd floor roof casting. | 10% + Service Tax |
| 5. | On completion 5 th floor roof casting | 10% + Service Tax |
| 6. | On completion 7 th floor roof casting. | 10% + Service Tax |
| 7. | On completion of Brickwork. | 10% + Service Tax |
| 8. | On completion of Plastering | 10% + Service Tax |
| 9. | On completion of Flooring | 5% + Service Tax |

| | | |
|-----|-------------------------------|---------------------------|
| 10. | On or before Possession Date. | 10% + Service Tax |
| | Total = | 100% + Service Tax |

Part-III
[Payment at or before Execution]

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

Schedule-M
[Subject matter of Agreement]

(Composite Unit)

PART-I
[Subject Unit]

The Unit No. ___ having a Super Built-Up area of about ___ Square Feet on the ___ Floor of the building under construction at the Premises described in **Schedule-B**.

PART-II
[Subject Parking Space]

The right to park ___ cars in the covered areas of the building under construction at the Premises described in **Schedule-B** to be allotted at the time of handing over possession of the Subject Unit.

PART-III
[Land Share]

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

PART-IV
[Common Portion Share]

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

WHERE

The term *proportionate* shall mean the proportion the area of the Subject Unit mentioned in **Part-I** of this **Schedule** will bear to the Super Built-Up Areas of all the Units in the building to be constructed at the Premises described in **Schedule-B**.

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

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

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

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