

Niloy Prokash Gangoli
Gautam Deo
 NILOY PROKASH GANGOLI
 & GAUTAM DEY
 As a Constituted Attorney of
 ANIRBAN BHAUMIK

PART – VI
“DEPOSITS”

- (a) Corpus Maintenance Deposit Rs./- per sqft plus GST.(Sinking fund)
- (b) Formation of the Association for the common purposes Rs./- plus GST
- (c) Deposit for any other item in respect of which payment is to be made by the Allottee under Part-I of this Schedule.

The amounts of the aforesaid Deposits [a] [b] and [c] shall be quantified by the “Promoter” at the appropriate time. The Allottee agrees and undertakes to pay all the aforesaid Deposits within seven days of demand or before the Date of Possession, whichever is earlier, without raising any objection whatsoever regarding the same.

SCHEDULE ‘D’

SPECIFICATIONS, AMENITIES, FACILITIES
(WHICH ARE PART OF THE APARTMENT)

- A. General:** The building shall be RCC framed structure as per design of the architect/Engineer.
- B. Brick wall:** All exterior brick work shall be 8” thick with bricks of approved quality. Flat partition 5” thick & all inside partition wall 3” thick wall with 1st class brick.
- C. Floor, skirting & DADO:**
- 1) All rooms and verandas are laid with tiles of 2’ x 2’ and to skirting of 4” height.
 - 2) Dining and drawing with Tiles slab with 4” skirting without any design.
 - 3) All stair case landing will be made of stone/marble.
 - 4) Kitchen will have marble slab in floor and dado finish with glazed tiles upto 3’0” from Green marble cooking top.
 - 5) In toilets & WC marble slab in floor and dado finish with glazed tiles 8” x 12” upto 6’0” height.
- D. Plastering:** The outside of the building will have plaster 3/4” thick average whereas the inside and ceiling plaster will be 1/4” thick (average).
- E. Door:**
- 1) All door would be 32 mm. Thick, Flush type, made of chemically treated hard wood with teak finish with wooden door frame of Malaysian Sal wood.
 - 2) One 8” long tower bolt from inside.
 - 3) One telescopic peep-whole at main door.
 - 4) Electric bell point only
 - 5) One mortice lock at main door.
- Other Doors**
- 1) Flash type doors will be provided at kitchen and toilet.
 - 2) One aluminium tower bolt 6” long from outside.

Window: All aluminium sliding windows as per design by architect will be provided. All windows will be covered by painted M. S. ornamental grill.
 All windows shutters will be fully glazed and made of 3 mm thick glass panes.

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The windows of toilets shall have translucent glass.

F. Painting: The building shall be painted externally with cement based paints (snowcem). The inside of the flat shall be of plaster of Paris. Colour wash will be done on stair case wall.

G. Toilet & kitchen:

- 1) One shower in toilet.
- 2) Two tap in toilet, all sanitary fittings will be made by Jaguar.
- 3) One western type WC with necessary flushing arrangement.
- 4) One ablution tap.
- 5) One tap with stainless still sink in kitchen.
- 6) One wash basin in dining.

H. Staircase: Staircase room will be provided with glass for light and ventilation as per design.

Space for electricity meters and pumps.

I. Electrical installation:

- 1) One suitable electrical connection and meter (common) from CESC Ltd. For the entire building. Separate meter for individual flat at purchaser's cost and persuasion.
- 2) Two light points, one fan point and one 5 amp. Plug point in drawing and dining.
- 3) One fan point, two light points and one 5 amp. Plug point in bed rooms.
- 4) One ac point in master bedroom.
- 5) One light point each in toilet and kitchen along with a point of exhaust fan.
- 6) All wiring will be as per existing regulation & of materials of Finolex/ havells.
- 7) One light point in varandah.
- 8) Sound less generator will be provided by extra cost from purchaser.

J. Lift: Lift from Flex Elevator will be provided.

K. Water supply:

- 1) Overhead reservoir will be provided at top as per design. Suitable electric pump will be installed at ground floor to deliver water to overhead reservoir from underground reservoir.

**THE SCHEDULE ABOVE REFERRED TO
(COMMON PORTIONS)**

All stair-cases on all the floors of the said building.

2. Stair-case of the building leading towards the vacant roof.
3. Common passages including main entrances on the ground floor leading to the top floor vacant roof of the building.
4. All common services and upon common spaces and undivided proportionate share of land and rights, liberties, easement and privileges and appendages and appurtenances to be enjoyed by the Co-owners.
5. Roof of the building is for the purpose of common services.
6. Water pump, overhead water tank and all water supply line and plumbing lines.
7. Electric meter space, electricity service and electricity main line wirings and common and electric meter space and lighting.
8. Drainages and sewerages lines of the building and drive way.
9. Boundary walls and main gate and parapet wall on the roof.
10. Such other common parts, like equipments, installations, fixtures, and fittings and open spaces in or about the said building and lift and lift room of the building to be used as common purposes.

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11. Lift of the building shall be used as commonly by the all Flat owners of the building.
12. Vacant space of the ground floor and right of egress and ingress of the car through open space of the premises.
13. Care taker's room and toilet shall be used as common by the all Flat owners of the building.

THE SCHEDULE "D" ABOVE REFERRED TO

(MAINTENANCE /COMMON EXPENSES TO BE PAID BY THE PURCHASERS)

1. Repairing rebuilding repainting improving or other treating as necessary and keeping the property and every exterior part thereof in good and substantial repair order and condition and renewing and replacing all worn or damaged parts thereof.
2. Painting with quality paint as often as may (in the opinion of the Premises Organisation) be necessary and in a proper and workman like manner all the wood metal stone and other work of the property and the external surfaces of all exterior doors of the Building and decorating and coloring all such parts of the property as usually are or ought to be.
3. Keeping the private road in good repair and clean and tidy and edged where necessary and clearing the private road when necessary.
4. Paying a fair proportion of the cost of clearing repairing instating any drains and sewers forming part of the property.
5. Paying such workers as may be necessary in connection with the upkeep of the property.
6. Cleaning as necessary the external walls and windows (nor forming part of any unit) in the property as may be necessary keeping cleaned the common pan's and halls passages landing and stair cases and all other common parts of the building.
7. Cleaning as necessary of the areas forming parts of the property.
8. Operating maintaining and (if necessary) renewing the lighting apparatus from time to time of the maintained property and providing such additional lighting apparatus as the Owner may think fit.
9. Maintaining and operating the lifts.
10. Providing and arranging for the emptying receptacles for rubbish.
11. Paying all rates taxes duties charges assessments license fees and outgoing whatsoever (whether central and/or state and/or local) assessed charged or imposed upon or payable in respect of the said New Building or any part whereof including in respect of any apparatus, fittings, utilities, gadgets and/or services that require statutory licensing excepting in so far as the same are the responsibility of the individuals Owner/occupiers of any flat/unit.
12. Abating any nuisance and executing such works as may be necessary for complying with any notice served by a local authority in connection with the development or any part thereof so far as the same is not the liability of or attributable to the Unit of any individual owner of any Unit,
13. Generally managing and administering the development and protecting the amenities in the building and for that purpose employing any contractor and enforcing or attempting to enforce the observance of the covenants on the part of any occupants of any of the Units
14. Employing qualified accountant for the purpose of maintenance and auditing the accounts in respect of the maintenance expenses and certifying the total amount thereof for the period to which the account re fates.
15. Complying with the requirements and directions of any competent authority and with the provisions of all statutes and all regulations orders and byelaws made There under relating to the building excepting those that are the responsibility of the owner/ occupier of any flat/unit.

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16. Administering the management organisation staff and complying with all relevant statutes and regulations and orders there under all employing persons or firm to deal with these matters.
18. The provision maintenance and renewal of any other equipment and the provision of any other service which in the opinion of the Management Company /Premises Organization it is reasonable to provide.

SCHEDULE – 'E' ABOVE REFERRED TO

(RESTRICTIONS TO BE OBSERVED BY THE PURCHASERS)

1. Not to use the said Flat or permit the same to be used for any purpose whatsoever other than for residential purpose and shall not use for the purpose which may or is likely to cause nuisance or annoyance to occupiers of the other portions of the said building or to the Owner and occupiers of the neighboring premises or for any illegal or immoral purpose or as a Boarding House, Guest House, Club House, Nursing Home, Amusement or entertainment Center, eating or catering place, Dispensary or a meeting place or for any industrial activities whatsoever and similarly shall not keep in the parking place, if allotted, anything other than private motor car or motor cycle and shall not raise or put up any kutcha or pucca construction thereon or part thereof and shall Keep it always open as before dwelling or staying of any person or blocking by putting any articles shall not be allowed in the car parking space.
2. The Purchasers shall not store in the said Flat any goods of hazardous or combustible nature that are too heavy to effect the construction of the said structure of the said building or to the insurance of the building.
3. The Purchasers shall not decorate the exterior of the said building otherwise than in a manner agreed by the Owner or in a manner as near as may be in which the same was previously decorated.
4. The Purchasers shall not put any neon sign or other boards on the outside of the said Flat. It is hereby expressly made clear that in no event the Purchasers shall be entitled to open any new window or any other apparatus producing outside the exterior of the said portion of the said building.
5. The Purchasers shall permit the Owner and its surveyor or agents with or without workman and others at all reasonable times to enter upon the said Flat or any part thereof to view and examine the state conditions thereof good within seven days from the giving of such notice all defects decays and want of repairs of which a notice in writing shall be given by the Owner to the Purchaser.
6. Not to allow or permit to be deposited any rubbish in the staircases or in any common parts of the Building.
7. Not to allow or permit to be allowed to store any goods articles or things in the staircase or any portion thereof in the land or any part thereof
8. Not to hang from or attach to the beams or rafters any articles or machinery which are heavy or likely to affect or endanger or damage the constructions of the building or any part thereof.
9. Not to close or permit the closing of verandahs or lounges or balconies and lobbies and common parts and also not to alter or permit any alternation in the elevation and outside colour scheme of the exposed walls of the verandahs, lounge or any external walls or the fences of external doors and windows, including grills of the said Flat which in the opinion of the Owner differs from the colour scheme of the building or deviation or which in the opinion of the Owner may affect the elevation in respect of the exterior walls of the said buildings.

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10. Not to make in the said unit any structural additional and/or alterations such as beams, columns, partitions, walls etc. or improvements of a permanent nature except with the prior approval in writing of the Owner and with the sanction of the Kolkata Municipal Corporation and/or concerned authority.
11. Not to use the allocated car parking space, or permit the same to be used for any other purposes whatsoever other than parking of its own car/cars.
12. Not to park car on the pathway or open spaces of the building or at any other place except the space allotted to it, and shall use the pathways as would be decided by the Owner.
13. Not to commit or permit to be committed any waste or to remove or alter the exterior to the said building in any manner whatsoever and other fixtures and fittings serving the said building and the said Flat No clothes or other articles shall be hung or exposed outside the said Flat nor flower box flower pot or like other object shall be placed outside the said Flat nor Taken out of the window of the Flat nor any bird dog or other animal which may cause annoyance to any other occupier of other Flats comprised in the said building shall be kept in the Flat.
14. Not to install any generator without permission of the Association of the Premises.
15. Not to do or cause to be done any act deed matter or which may be a nuisance or annoyance To the other Flat Owner and occupiers in the said building including not to permit and/or gathering and/or assembly of any persons under the Purchasers in the common areas nor to make any noises in the said building and the Premises including the said Flat that may cause inconvenience to the occupiers of the building.

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[Common installations in respect whereof only right of user in common shall be granted as Service Area]

IN WITNESS WHEREOF parties hereinabove named have set their respective hands and signed this Agreement for Sale at 238/126/3, Jessore Road, Near Belgharia Express Way, Kolkata- 700081 in the presence of attesting witness, signing as such on the day first above written.

SIGNED AND DELIVERED by the Owner herein in the presence of

WITNESSES:

- 1.
- 2.

SIGNATURE OF THE OWNERS (Represented by Attorney)

SIGNED AND DELIVERED by the PROMOTER/DEVELOPER herein in the presence of:

WITNESSES:

- 1.
- 2.

SIGNATURE OF THE PROMOTER/DEVELOPER

SIGNED AND DELIVERED by the PURCHASER/ALLOTTEE'herein in the presence of

WITNESSES:

- 1.
- 2.

SIGNATURE OF THE PURCHASERS/ALLOTTEE'

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RECEIVED from the sum of Rs...../- (Rupees only money as per Memo below :-

MEMO OF CONSIDERATION

Date	Cheque No.	Bank & Branch Name	Amount
		TOTAL	Rs...../-

(Rupees only

SIGNATURE OF THE WITNESS

1.

SIGNATURE OF THE PROMOTER/DEVELOPER

2.

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