


AGREEMENT FOR SALE

THIS AGREEMENT IS MADE ON THIS THE DAY OF TWO THOUSAND AND TWENTY THREE (2023)

- **BETWEEN –**

(1) SRI PRADIP KUMAR JAISWAL(PAN ACSPJ4727D), SON of Ram Dhani Jaiswal, residing at 74, Kailash Bose Street, P.O.- Beadon Street, P.S.- Amherst Street, Kolkata- 700006 by faith- Hindu, by occupation- Business, by nationality- Indian, **(2) SRI SANJAY KUMAR JAISWAL(PAN- ACFPJ9768D)**, SON of Ram Dhani Jaiswal, residing at 4A, Balai Singhi Lane , P.O. & P.S.- Amherst Street, Kolkata- 700006 by faith- Hindu, by occupation- Business, by nationality- Indian, **(3) SRI AJIT KUMAR JAISWAL (PAN- ACUPJ5963D)**, SON of Ram Dhani Jaiswal, residing at 4A, Balai Singhi Lane , P.O. & P.S.- Amherst Street, Kolkata- 700006 by faith- Hindu, by occupation- Business, by nationality- Indian, **(4) SRI SATISH KUMAR JAISWAL (PAN- ACTPJ7042G)**, SON of Ram Dhani

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Jaiswal, residing at 4A, Balai Singhi Lane , P.O. & P.S.- Amherst Street, Kolkata- 700006 by faith- Hindu, by occupation- Business, by nationality- Indian, **(5) SRI AMAR NATH JAISWAL (PAN- BKLPJ2536C)** son of Late Ram Prasad Jaiswal, by faith- Hindu, by occupation- Business, by nationality- Indian **(6) SRI RAJ KUMAR JAISWAL (PAN- AFSPJ2425D)**, son of Late Madan Lal Jaiswal, by faith- Hindu, by occupation- Business, by nationality- Indian, **(7) SRI RAJENDRA JAISWAL (PAN- AFVPJ3378L)**, son of Late Madan Lal Jaiswal, by faith- Hindu, by occupation- Business, by nationality- Indian **(8) SRI UMESH JAISWAL (PAN- AFZPJ4268B)**, son of Late Shyamlal Jaiswal, by faith- Hindu, by occupation- Business, by nationality- Indian **(9) SRI DAYANAND JAISWAL (PAN- ACVPJ3985E)**, son of Late Shyamlal Jaiswal, by faith- Hindu, by occupation- Business, by nationality- Indian **(10) SRI RAJ JAISWAL (PAN- ACWPJ6832H)**, son of Late Shyamlal Jaiswal, by faith- Hindu, by occupation- Business, by nationality- Indian, **(11) SRI MANISH JAISWAL (PAN- AFZPJ4267Q)**, son of Late Rajesh Jaiswal, by faith- Hindu, by occupation- Service, by nationality- Indian, all are residing at 75/H/1, Kailash Bose Street, Post Office- Amherst Street, Police Station- Amherst Street, Kolkata-700006, hereinafter referred to as "the **OWNER**" (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successors and successors in interest) of the **FIRST PART.**

AND

NEELKANTH NIRMAN PRIVATE LIMITED, (PAN: AACCN0826A) a company duly incorporated under the relevant provisions of the Companies Act, 1956, having its registered office at 17/H/8, Balai Singhi Lane, 1st Floor, Post Office : Amherst Street, Police Station - Amherst Street, Kolkata - 700009, represented by **BRIJESH KUMAR AGRAWAL, (PAN : ACYPA6430G) (Aadhar – 9163 5833 7726)**, son of Late Baij Nath Agrawal, by faith - Hindu, by occupation - Business, by Nationality - Indian, residing at Alcove Gloria, Block -2, 10th Floor, Flat – 10H, 403/1 Dakshindari Road, Sreebhumi, Kolkata – 700 048, Post Office - Shreebhumi, Police Station - Lake Town hereinafter referred to as "the **PROMOTER/DEVELOPER**" (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successors and successors in interest) of the **SECOND PART:**

AND


(1) MR./MRS. _____ (PAN- _____) (AADHAAR NO.- _____) (Mobile No.- _____) son/wife/daughter of Mr./ Mrs. _____, by faith- _____, by occupation-_____, by nationality-_____, **(2) MR./MRS. _____ (PAN-_____) (AADHAAR NO.- _____) (Mobile No.- _____)** son/wife/daughter of Mr./ Mrs. _____, by faith- _____, by occupation-_____, by nationality-_____, both are residing at _____, Post Office- _____,

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Police Station- _____, Kolkata- _____, hereinafter called and referred to as the '**PURCHASERS**' (which term and expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his/her/its/their heirs, executors, administrators, successors, successors-in-interests, representatives, nominee/s and assigns) of the **THIRD PART.**

WHEREAS:

- A.** The Owners are the owner and seized and possessed of or otherwise well and sufficiently entitled to **ALL THAT** the piece or parcel of land containing by actual measurements **6 Cottah 7 Chittack 8 Sq.ft.** situate lying at and being **Premises No.77, Raja Dinendra Street, Kolkata-700006, Police Station-Manicktala KMC Ward No.15** within the jurisdiction of **Kolkata Municipal Corporation**, more fully and particularly described in the **FIRST SCHEDULE** hereunder written.
- B.** The manner in which the Owners have acquired right and interest in respect of the property as aforesaid is detailed in the **SECOND SCHEDULE** hereunder written or described.
- C.** The Owners entered into a Agreement for Development dated 27th July, 2016 was registered before the office of Additional Registrar of Assurances-I, Kolkata and recorded in Book No.I, Volume No.1901-2016, Pages from 190551 to 190596 being No.190105660 for the year 2016 , the Power of Attorney was duly registered with the office of the Additional Registrar of Assurances-III, Kolkata and recorded with the Book No. IV, CD Volume no. 1903-2016, Pages 110319 to 110359 being no. 190304593 for the year 2016 & after the death of Smt. Ram Dulari Shaw her legal heirs executed another Power of Attorney was duly registered with the office of the Additional Registrar of Assurances-III, Kolkata and recorded with the Book No. IV, CD Volume no. 1903-2017, Pages 60376 to 60403 being no. 190302373 for the year 2017 under the certain terms and conditions as contained in the said Agreement empowering inter alia to sign and execute different Agreements for Sale, Deed of Conveyance/s in respect of different units to the intending purchaser and/or purchaser/s thereof on their behalf.
- D.** In terms of the Development Agreement the Owners are entitled to the following Units as the Owners' Allocation.
- E.** The developer shall allot 45.6 % of the whole constructed area except the Ground Floor Area of the newly constructed building.
- F.** Save and except the above, the other flats in the building form part of the Developer's Allocation.
- G.** The said Developer herein submitted the Plan before the concerned authority for construction and development upon the **FIRST SCHEDULE** property herein and accordingly obtained a Sanction Building Plan duly sanctioned and approved by the said concerned authority for construction and development of proposed G+4 storied


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building upon the said property for the construction of a mixed use building partly residential and partly commercial.

- H.** Thereafter the said Developer herein offered to sell out of the Developers allocation and the Purchasers herein agreed to purchase **ALL THAT self contained flat/s at "Chitrakut Mansion", being Flat no. _____ on the _____ floor of the said building measuring Super Build-up area of _____ Sq. ft.** be the same a little bit more or less **consisting of ____ (____) Bed Rooms, __ (____) Drawing cum Dinning, __ (____) Kitchen, _____ (____) Toilets, __ (____) Balconies and One _____ Parking Space** together with all easement right, common area, facilities, amenities and others of the said building together with all fitting and fixtures attached thereto, constructed in the **FIRST SCHEDULE** land along with all easement right and common rights and liberties together with proportionate undivided share of land of the said building for a total consideration of **Rs. _____/- (Rupees _____) only (Excluding GST).**
- I.** The Developer herein commenced the construction, erection, development, building and promotion of new building/s at and upon the a part and portion of the said land property consisting of various Unit/s/Flat/s/Car Parking Space/s/ and Other/s thereof on the basis of the sanctioned plan.
- J.** Prior to execution of these presents the Purchaser/s has/have fully satisfied himself/herself/itself/themselves and has agreed not to raise any objection as to the: i) Title of the **OWNER.** ii) Has fully understood the terms and conditions contained in the agreement. iii) Has inspected the said **PLAN** sanctioned by Kolkata Municipal Corporation) . iv) The right of the **OWNER/DEVELOPER** to enter into these presents.
- K.** The Purchaser/s herein being desirous of acquiring a **FLAT AND/OR UNIT** on ownership basis has approached the **OWNER/DEVELOPER** to sell and transfer a **FLAT AND/OR UNIT** in the said New Building and the **OWNER/DEVELOPER** herein has agreed to sell and transfer and the Purchaser/s has/have agreed to purchase (more fully and particularly mentioned and described in the **THIRD SCHEDULE** hereunder written and hereinafter referred to as the said **FLAT AND/OR UNIT**) for the consideration and subject to the terms and conditions hereinafter appearing.

ARTICLE-I - INTERPRETATIONS

In this agreement Reference to a person includes a reference to a corporation, firm, association or other entity and vice versa. Words in singular shall include the plural and vice versa. Reference to a gender includes a reference to all other genders. A reference to any legislation, enactment, statutory provision or to any provision of any legislation shall be a reference to it as it may have been, or may from time to time be, amended, modified,

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consolidated or re-enacted; Any reference to an Article, Recital, Clause, Annexure or Schedule shall be deemed to be a reference to an article, recital, clause, annexure or schedule of this Agreement; and The headings used herein are inserted only as a matter of convenience and for ease of reference and shall not affect the construction or interpretation of this Agreement.

ARTICLE-II - COMMENCEMENT AND CONDITION PRECEDENTS

3.1 These presents shall be deemed to have commenced on and with effect from the date hereof and shall be referred to as the **COMMENCEMENT DATE**.

3.2 The Super Built up area of the **FLAT AND/OR UNIT** is final. **The Purchaser** confirms, accepts, measured and assured area of the **FLAT AND/OR UNIT**. In future **The Purchaser** cannot raise any objection and/or challenge the same at any time or under any circumstances.

ARTICLE-III - SUBJECT MATTER OF SALE AND BASIC UNDERSTANDING

4.1 The **OWNER** has agreed to sell and transfer one flat out of its allocation and the Purchaser/s has agreed to purchase and acquire on the terms and conditions stipulated herein the said **FLAT AND/OR UNIT** and the properties appurtenant thereto subject to the Purchaser/s making payment of all the amounts agreed to be paid by the Purchaser/s to the **DEVELOPER** also performing and observing all other terms and conditions hereinafter appearing.

4.2 The **COMMON PARTS** and **PORTIONS** in the **BUILDING** shall be as necessary or be required and as thought fit and determined by the **OWNER/ARCHITECT** for the beneficial enjoyment of the said **FLAT AND/OR UNIT** the properties appurtenant thereto.

4.3 The Purchaser/s confirm/s, accept/s and assure/s the **OWNER/DEVELOPER** that the Purchaser/s has/have the financial and other resources to meet and comply with all financial and other obligations under this Agreement, punctually.

ARTICLE-IV CONSTRUCTION, ERECTION, COMPLETION AND POSSESSION

5.1 The said Building will be constructed erected and completed in accordance with the said plan and with such specifications (more fully and particularly mentioned, described, explained, enumerated, provided and given in the **FOURTH SCHEDULE** hereunder written) and/or with such materials as may be recommended by the Architect from time to time and the Purchaser/s hereby consents to the Architect changing and/or replacing any material and/or specification with such other material and/or specification as the Architect may think fit.

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5.2 Subject to force majeure, within 12 Months the **DEVELOPER** shall make the **FLAT AND/OR UNIT** habitable and give notice to the Purchaser/s and the Purchaser/s shall, within 15 (fifteen) days of date of the Notice, take possession of the **FLAT AND/OR UNIT** and the properties appurtenant thereto, after fulfilling all obligations under these presents. The **DEVELOPER** shall be entitled to a grace period of One month (hereinafter referred to as the **GRACE PERIOD**) if the **DEVELOPER** fails to deliver the Possession of the Said **FLAT AND/OR UNIT**. For the purpose of determination that there had been an embargo on the **OWNER** in performing its obligation the decision of the Architect shall be final and binding on the parties.

5.3 For the purpose of completion of the said Building and/or the **FLAT AND/OR UNIT**, the said **FLAT AND/OR UNIT** shall be deemed to have been completed if provided with electricity, (through sub meter) water and drainage facilities and the completion certificate is granted by the Kolkata Municipal Corporation)

5.4 From the Date of Possession and/or permissive possession to carry out interior work all outgoings in respect of the **FLAT AND/OR UNIT** and the properties appurtenant thereto including the proportionate share of the common expenses/maintenance charges mentioned in the Seventh Schedule hereto shall become payable by the Purchaser/s.

ARTICLE-V - CONSIDERATION AND PAYMENT


6.1 In consideration of the above the Purchaser/s has agreed to pay to the **OWNER/DEVELOPER** a sum of **Rs. _____/- (Rupees _____) only** (hereinafter collectively referred to as the **CONSIDERATION AMOUNT**). The purchaser has agreed to and shall pay Goods and Service Tax at the applicable rates in addition to the consideration amount.

6.2 The Purchasers have on or before the execution of this agreement paid to the Confirming Party/Developer a sum of **Rs. _____/- (Rupees _____) only** by as and by way of part payment of the consideration money and the balance of the consideration amount shall be paid by the Purchaser herein in accordance with the Schedule of payments in the manner as appearing in the **SIXTH SCHEDULE** hereunder written.

6.3 Time for payment shall always be the essence of the Contract. It would not be obligatory on the part of the **DEVELOPER** to send any notice or letter calling upon the Purchaser/s to make payment of the amounts agreed to be paid by the Purchaser/s.

ARTICLE-VI - ASSOCIATION OF OWNERS

7.1 The Purchaser/s acknowledges that it is necessary that a particular agency should be appointed for the rendition of maintenance and management services as the Association of Owners The Association of Owners shall ultimately manage the common maintenance of

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the Building

7.2 The Purchaser/s agrees to regularly and punctually make payment of the proportionate share of municipal rates and taxes until such time the said **FLAT AND/OR UNIT** is mutated in the name of the Purchaser/s including the maintenance charges and/or service charges payable to the said Association of Owners.

ARTICLE-VII NOMINATION/CANCELLATION

8.1 **NOMINATION:** These presents is personal to the Purchaser/s and in the event of the Purchaser/s nominating any other person and/or persons in his/her place and stead for acquiring the said **FLAT AND/OR UNIT**, the Purchaser/s or the nominee and/or nominees shall be liable to pay to the **DEVELOPER** a nomination costs as applicable.


8.2 **CANCELLATION:** In case after booking and /or the agreement for sale the purchaser desires to cancel the booking he/she/it/they shall make such application in writing to the **DEVELOPER** herein. Upon receipt of such application, the **DEVELOPER** shall be entitled to rebook the **FLAT AND/OR UNIT** in the name of any other Purchaser/s and the refund to the Purchaser/s shall be made only after such booking amount is received and after deducting 9 % of the Total Consideration as liquidated damages

8.3 **TERMINATION:** In case after booking and /or the agreement for sale the purchaser makes default in payment in such case the Purchaser shall be liable to pay interest 12 % of the Total Consideration as liquidated damages on the outstanding amount and refund the balance to the purchaser.

ARTICLE-VIII - COVENANTS

9.1 The Purchaser/s has examined the **PLAN** under proper guidance and is acquainted with the Building that will be constructed on the Said Premises and the Purchaser/s has identified his requirement as stated in this Agreement and agrees that he shall neither have nor shall claim any right over any portion of the Building/Premises save and except the **FLAT AND/OR UNIT** and the properties appurtenant thereto.

9.2 The Purchaser/s consents to the Association of Owners and from the date of possession of the said **FLAT AND/OR UNIT** the Purchaser/s agrees and covenants: To Co-Operate With The Other Co-Purchaser/s and the Association of Owners the And Maintenance Of The Building and **TO OBSERVE** the rules framed from time to time by the **DEVELOPER** and/or the Holding Company and upon formation by the Association or Co-operative Society or Private Limited Company for quiet and peaceful enjoyment of the Building as a decent place for living and **TO ALLOW** the **DEVELOPER** with or without workmen to enter into the said **FLAT AND/OR UNIT** for the purpose of maintenance and repairs and **TO PAY** and bear the common expenses and other outgoings and expenses

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since the date of possession and also the rates and taxes for and/or in respect of the said building including those mentioned in the **SIXTH SCHEDULE** hereunder written proportionately for the building and/or common parts/areas and wholly for the said **FLAT AND/OR UNIT** and/or to make deposit on account thereof in the manner mentioned hereunder to or with the **DEVELOPER** and upon the formation of the association or Co-operative Society or Private Limited Company. Such amount shall be deemed to be due and payable on and from the **DATE OF POSSESSION** irrespective of the Purchaser/s taking actual possession of the said **FLAT AND/OR UNIT** at a later date or the said **FLAT AND/OR UNIT** has been taken possession of or not by the Purchaser/s and **TO PAY** charges for electricity in or relating to the said **FLAT AND/OR UNIT** wholly and proportionately relating to the **COMMON PORTIONS**.

The Purchaser understands that the Common Parts or Portions for residential Units and Commercial Units shall vary and accordingly the maintenance charges for commercial Unit owners and Residential Unit Owners may also vary at the discretion of the Developer.

ARTICLE-IX- FORCE MAJEURE

10.1 The **DEVELOPER** AND /OR THE PURCHASER shall not be regarded in breach of any of the terms and conditions herein contained and on the part of the **DEVELOPER** to be performed and observed if it is prevented by the conditions of Force Maejure.

ARTICLE-X - DOCUMENTATION CHARGES

12.1 The Advocate nominated by the parties shall draw all papers, documents and drafts required for and/or in connection with the various common purposes relating to the said building and formation of the association or Co-operative Society or Private Limited Company as envisaged herein and such documents containing covenants to be observed on the part of the parties hereto as in the sole direction of the said Advocates' be determined to be reasonable and the costs and expenses of the same shall be borne and paid by the Purchaser/s as follows.

12.2 Stamp duty, registration charges and other incidental expenses and/or in relation to conveyance of the said **FLAT AND/OR UNIT** and for obtaining approval and consent necessary for such transfer and also any other assurances, deeds required to be made for or in relation thereto shall be borne and paid by the Purchaser/s.

ARTICLE-XI NOTICE

13. All notices to be served hereunder by either of the parties to the other shall be deemed to have been served on the 15th day of the date the same has been delivered for dispatch to the postal authority by registered post with acknowledgement due at the last known address of the parties hereto.

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ARTICLE-XII - ARBITRATION

14.1 All disputes and differences between the parties hereto regarding the construction or interpretation of any of the terms and conditions herein contained or touching these presents or determination of any liability shall be referred to the arbitration by the arbitrator appointed by the Developer under the provisions of the Arbitration and Conciliation Act, 1996.

ARTICLE-XIII - JURISDICTION

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

THE FIRST SCHEDULE (TITLE)


ALL THAT the land measuring **6 Cottah 7 Chittack 8 Sq.ft.** situate lying at and being **Premises No.77, Raja Dinendra Street, Kolkata-700006, Police Station-Manicktala** in KMC **Ward No.15** within the jurisdiction of **Kolkata Municipal Corporation** Together With the building now under construction which is butted and bounded in the manner as follows:

ON THE NORTH : By Premises No.79, Raja Dinendra Street;
 ON THE SOUTH : By Premises No.248A, A.P.C. Road;
 ON THE EAST : By Raja Dinendra Street;
 ON THE WEST : By Premises No.248A, A.P.C. Road;

**THE SECOND SCHEDULE ABOVE REFERRED TO
(THE ENTIRE PREMISES)**

WHEREAS:-

- A.** One Maharani Shaw was the sole and absolute owner of Municipal Premises No.77, Raja Dinendra Street, Police Station- Manicktola, Post Office Beadon Street, Kolkata-700006, together with land measuring about 6 Cottah 7 Chittacks 8 Sq.ft. by virtue of Registered Deed of Conveyance dated 29.08.1945 registered before the ADSR Sealdah and was recorded in Book No.I, Volume No.38, Pages from 121 to 129, Bing No.1688 for the year 1945 from the then owners Sri Ram Avatar Shah.

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- B.** During lifetime the said Maharani Shaw executed a Will dated 03.05.1973 in favour of her three daughter-in-laws Sudama Devi Shaw, Lalsa Devi Shaw and Ram Dulari Shaw. Subsequently on 01.01.1975 said Maharani Shaw died intestate leaving behind her daughter-in-law Smt Ram Dulari Shaw, the legal heirs of Sudama Devi Shaw since deceased and the legal heirs of Lalsa Devi Shaw since deceased as her legal heirs and representatives, who jointly became the owners of the said premises. Thereafter the said will was probated from the Learned Chief Judge, City Civil Court, Calcutta on 19.12.2015 being L.A. case No.63 of 2006 by all the present owners.

THE THIRD SCHEDULE ABOVE REFERRED TO

(The Said Flat)

ALL THAT self contained flat/s at "Chitrakut Mansion", being Flat no. _____. on the _____ floor of the said building measuring Super Build-up area of _____ Sq. ft. be the same a little bit more or less consisting of _____ (_____) Bed Rooms, _____ (_____) Drawing cum Dinning, _____ (_____) Kitchen, _____ (_____) Toilets, _____ (_____) Balconies together with all easement right, common area, facilities, amenities and others of the said building together with all fitting and fixtures attached thereto, constructed in the **FIRST SCHEDULE land along with all easement right and common rights and liberties together with proportionate undivided share of land.**

THE FOURTH SCHEDULE ABOVE REFERRED TO


SPECIFICATIONS and COMMON PORTIONS

(SPECIFICATIONS)

For Residential Units

Structure:

RCC Structure

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Wall:

Exterior: Weather coat over plaster.

Interior: Putty on interior wall.

Lift, Lobby, Staircase: Marble/Tiles combination with decorated lift fascia and well decorated floor lobby

One high speed Johnson lift with ARD.

Flooring:

Living/ Dining/ All Bedrooms: Large Vitrified Tiles (4'X2')

Kitchen, Toilets & Balcony: Anti skid Tiles

Wall Tiles:

i) In Kitchen up to 2.5' over the kitchen platform.

ii) In Toilets Glazed/Matt ceramic tiles up to door height.

Kitchen Counter: Polished granite top with stainless steel sink.

Doors:

Main Door: Paneled door with wooden frame, Godrej or Similar Make Main Lock.

Internal Doors: Solid core flush door on wooden frame.

Windows: Anodized Aluminum Windows, with glass panel.

Electrical:


MCB/ Modular Switches/ Wiring: Havel's/ Anchor or similar make

Ample Light, Fan, Plug (both 5amp and 15 amp) points in Living/ Dining/ Bedrooms/ Kitchens and Toilets

AC Points in the Master bedroom.

TV/ DTH/ points in living / dining and Master bedroom.

Refrigerator and Washing Machine points in suitable areas

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Kitchen with exhaust/ chimney points, Microwave/ Food Processor points,
Bathrooms will have exhaust points, geyser points.

Sanitary and CP Fittings

Chrome Plated Fittings of Jaguar or similar make

White colored wall hanging/ floor fitted sanitary fittings of Parryware or similar make.

Balcony Railings:

Specified design of MS Grill.

(COMMON PORTIONS)

For Residential Units

- a) Staircase on all the floors.
- b) Staircase landing and lift landings on all floors.
- c) Lift, Lift well and lift plant installation.
- d) Lift Room.
- e) Ultimate roof of the said building.
- f) Meter room.
- g) Common passage and lobby on the ground floor excepting Car parking spaces.
- h) Water pump, underground water reservoir, overhead water tank, water pipes and other common plumbing installations.
- i) Electrical wiring meters and fitting (excluding those as are installed for any particular unit).
- j) Corridors, staircase, passageways, common toilets, pump room roof, water pump and motor and other facilities shall be mutually agreed upon between the parties hereto and required for the establishment, location, enjoyment, provision, maintenance and/or management of the said building and after selling the Developer's allocation to the intending buyer's an Association is to be formed with all the flat owners to look after the maintenance of the building and each one will be

liable to pay rates and services charges for the common facilities in respect of the space transferred to them.

THE FIFTH SCHEDULE

(CONSIDERATION AND PAYMENT)

Total consideration amount of the said Flat is of **Rs. _____/- (Rupees _____) only** the said consideration is payable in the following manner:


1.	Till the date of signing of this agreement (20% of the total consideration amount)	Rs. _____/-
2.	After Agreement within 15 Days (70% of the total consideration amount)	Rs. _____/-
3.	At the time of Execution of Deed Of Conveyance and possession of unit (10% of the total consideration amount)	Rs. _____/-
	Total	Rs. _____/-

(Rupees _____) only.

THE SIXTH SCHEDULE

(COMMON EXPENSES)

- 1) The proportionate expenses of maintaining, repairing, replacing, redecorating and renewing the main structures and in particulars the drainage, sewerage system, water discharge arrangements, water supply, system of Electricity to all common areas as mentioned in the **THIRD SCHEDULE**.
- 2) The expenses of repairing, maintaining, painting, white washing and colouring the main structure of the building, the exterior of the building, the passage around the building lobby, corridors, staircase and other common areas.
- 3) Salaries, wages, Fees or Remuneration of Durwans, if require, sweepers, plumbers, Electricians, caretakers or any other person or persons to be employed for the purpose as aforesaid.
- 4) Proportionate Municipal and other rates, taxes and levies and all other outgoings in respect of the premises (save those assessed separately in respect of any Unit).

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- 5) Expenses of severing/supply of common facilities and utilities and all other expenses incidental thereto.
- 6) Creation of funds for replacement, renovation and/or other periodical expenses.
- 7) Maintenance of lift.
- 8) All other expenses and/or outgoings including litigation expenses.

IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hands and seals the day, month and year first above written.

SIGNED AND DELIVERED BY THE OWNER

AT KOLKATA IN THE PRESENCE OF:

WITNESSES:

- 1
- 2.

SIGNED AND DELIVERED BY THE PURCHASER/S

AT KOLKATA IN THE PRESENCE OF:

WITNESSES:

- 1.
- 2.

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SIGNED AND DELIVERED BY THE DEVELOPER**AT KOLKATA IN THE PRESENCE OF:****WITNESSES:**

- 1.
- 2.


RECEIVED from **MR./MRS.** _____ and **MR./MRS.** _____ the within mentioned sum of **Rs** _____/- (**Rupees** _____ **only**) by way of advance amount out of the total consideration money as per Memo below :-

MEMO OF CONSIDERATION

Date	Cheque No.	Bank	Amount (in Rs)

(Rupees _____ only)

SIGNATURE OF THE WITNESS

NEELKANTH NIRMAN (PVT.) LTD

 DIRECTOR