

receipt of completion notice/information from the **Second Part**, failing which the **Third Part** shall be liable to pay 18% (Eighteen) interest yearly basis on the due amount if any in favour of the **Second Part**. Further, it shall be deemed that the **Third Part** has taken the possession of the **Said Flat** and from the next month the **Third Part** is required to be paid the normal maintenance charges tentatively decided by the **Developer / Association**.

- VI. That during the construction works of the concerned flat inside changes can be made except that of kitchen and bath rooms, upon the prior approval of Firm's Engineer and no changes in outside elevation/design shall be allowed at any point of time or in future.
- VII. That on receipt of the completion notice/information from the **Second Part**, all the **Third Part** shall bear/carry the maintenance of their individual flat/s along with the common portions, Lift, Pumps, Generator set, Security, including Municipal Tax and BLRO Khajna etc. jointly and expenses for which shall be divided in equal shares among the flat owners.
- VIII. That the measurement of Flat done by the Architect/Engineer shall be accepted by **Second Part and Third Part**. The total price (as defined above) shall increase or decrease on the basis of the final measurement done by the Architect/Engineer in presence of **Second Part and Third Part** and as per brochure provided, the built up area (including proportionate share of staircase, lift and lobby of the concerned floor) of **Said Flat** shall be certified by the Architect/ Engineer. The built up area of **Said Flat** will be more or less 25% less than the super built up area. Neither of these **Parties** shall question and/or challenge the built up area certified by the Architect in the above manner.
- IX. That the **Third Part** shall not assign the transfer his/her/their right or interest in the said Flat or those derived under this agreement to any other party (excepting any Bank or Financial Institution for obtaining loan purpose) until full payment is made thereof as agreed hereunder to the **Second Part**.
- X. The **Third Part** shall not do any act, deed or thing whereby construction of the **Said Flat and Appurtenances** and / or the **Said Building** is in any way hindered or impeded.
- XI. The **Second Party / Vendee** shall not alter, modify or in any manner change the structural design or any civil Construction in the **Said Flat** and Appurtenances and the Common Portions of Said Building.
- XII. On the **Date of Possession** the **Third Part** shall be deemed to be completely satisfied with all aspects of the **Said Flat** And Appurtenances, including measurement of the **Said Flat** and shall pay Rates and Taxes (Proportionately for the building and wholly) for **Said Flat** and Appurtenances, from the date of possession and until the **Said Flat** and Appurtenances is separately assessed in the name of the **Third Part**, on the basis of bill being conclusive proof of the liability of the **Third Part** in respect thereof and furthermore, the **Third Part** shall have to complete the mutation of his/her own flat at the earliest. The **Third Part** also agrees to pay the **Common Expenses / Maintenance Charges** as be tentatively decided by **Second Part** and later by the **Association** on monthly basis from the **Very next Month of taking Possession**. It is clarified that **Common Expenses / Maintenance Charges** do not include the **Rates & Taxes**.

- XIII. The **Third Part** shall have the right to terminate this Agreement at any time and if the **Third Part** does so, the **Second Part** shall refund to the **Third Part** all payments received till that date without any interest, after deducting 10% (Ten percent) of the Total Price of the Flat booked by the **Third Part** and cost of any extra work carried out in the **said flat** as per request of the **Third Part** as a liquidated damage plus applied service tax. In such case refund shall be made only after further booking of **said Flat**. **However**, In case Developer force to sell the **said flat** less than the contracted price shall also be deducted from the refundable amount.
- XIV. **That** the Lobbies on all floors and staircase of the Said Complex, Lift, Machine room and lift well of Said Complex, Water supply system including pumps, reservoirs/tanks of the Said Complex. Water supply pipeline in the Said Complex (save those inside any Flat or attributable thereto). Drainage and sewage pipeline in the Said Complex (save those inside any Flat or attributable thereto). Wiring, fittings and Accessories for lighting of lobbies, staircase and other Common Portions of the Said Complex. Electricity meters and space for their installation. Elevator and allied Machinery in the Said Complex. Total work of Cable Television in the Said Complex. Post handover Maintenance cost of the above items would be borne jointly by all Flat Owners of Said complex by forming a committee / association under the West Bengal Apartment Ownership Act,1972.
- XV. Upon formation the **Association** shall maintain and manage all **Common Portions of the Said Building**. In this regard it is clarified that (a) the **Association** shall operate, manage and render specified day to day services with regard to the **Common Portions**, (b) the **Association** shall levy and collect the **Common Expenses / Maintenance Charges**, (c) the **Third Part** shall be bound to pay the **Common Expenses / Maintenance Charges** to the **Association**, (d) the **Association** will render detail of accounts to the **Third Part** (if desired) and (e) the **Ownership** of the **Common Portions** shall vest in all the **Co-owners** of the **Said Building** through the **Association**, (f) the **Third Part Agrees** that if the **Association** upon formation like to collect Rs. 10/- (Rupees ten) per square feet as security deposit for payment of **Common Expenses / Maintenance Charges** then the **Third Part** will **Co-operate** with the **Association**.
- XVI. That the **Third Party/Vendee** shall pay without raising any objection in any manner whatsoever and without claiming any deduction of abatement whatsoever, all bills raised by the association within 10 (Ten) days of presentation thereof, failing which the Buyers shall pay compound interest @2% (two percent) per month or part thereof from the date of default till the date of payment, to the Association. The **Third Part** also admits and accept that in the event of such bills remain outstanding for more than 2 (Two) months all common services to the **Third Part** shall be discontinued.
- XVII. That the **Third Part** shall have no-objection of any nature whatsoever, if the **Second Part** obtain the permission and /or sanction of Hooghly Chinsurah Municipality for construction of one or more floors upwards other than the existing **G+4** storied building. Furthermore, the **Second Part** shall be entitled to use the staircases, lift, electricity connection, water connection etc. of the said building and the **Third Part** shall have no-objection regarding such use and such construction at any point of time.
- XVIII. That as regards any other matter, legal consequences will follow under the jurisdiction of the Hooghly District Court.

- XIX. That in the event of death of the Party hereto of the Third part, his legal heirs(s) shall be entitled to take delivery of the said flat after satisfying all the terms and conditions mentioned in this Agreement. PROVIDED FURTHER THAT under any circumstances no amount which has already paid by the deceased person will be refunded by the Party of the Second Part to the legal heir(s) of the party hereto of the Third Part.

TRANSFER AND DISEMBARKMENT

That the Buyer/Purchaser(s) shall not at any time claim partition of the said undivided share in the land comprised in the portion and /or in common portion area utilities and facilities in the premises and building in which the BUYER/PURCHASER(s) has/have any right in common other co-owners and other Co-Flat holders.

TRANSFER OF MANAGEMENT FROM DEVELOPER TO PURCHASER

- i) That the BUYER/PURCHASER(s) along with Co-owners of the said building shall form Society or Association for maintaining maintenance of the said building along with common areas and common portions of the said building and shall abide by all prevailing and applicable, bye laws, rules and regulations and pay the proportionately and necessary taxes, revenue and maintenance charges of the said building and common parts thereof to the society or Association and shall observe and perform all rules and bye laws of such Association or Society.
- ii) Upon the formation of the Association, the party hereto of the First and Second Part shall hand over all their rights and obligations towards common purpose to the Association and there after the Association shall exclusively be entitled to the monitor the same and do all acts as required.
- iii) That at time of transfer of possession by the party hereto of the Second Part to the Purchaser(s), the Purchaser(s) shall pay common maintenance charges (as decided by the Second Part/Developer/Association @ lump sum /per sqft rate on "SBU" area of each flat), proportionate tax etc. to the Second Part for the interim period of management of maintenance. The Second Part shall submit the detail of accounts regarding receipts and payment towards common maintenance, to the Association at the time of handover, and also the net balance in the hand of the party hereto of the Second Part if any, towards the same. In case there is a net deficit then Association/all Third Parts shall be liable to pay the same to the Second part.
- iv) That upon completion of the transfer of record of unit over Schedule "A" property and upon formation of Association, the party hereto of the Second Part shall deliver all relevant title documents together with other relative documents to the Association in xerox.

THE BUYER/PURCHASER(S) OF FLAT SHALL NOT DO THE FOLLOWING.

1. To obstruct the party hereto of the Second and Third part or the Association in their acts relating to common purpose.
2. To violate any of the rules and/or regulations laid down for the common purpose and/or the user of the common portions.
3. To injure harm or damage the common portion or any other unit in the building by making any alteration or withdrawing any support or otherwise.
4. To alter any portion elevation or colour of the building.

5. To throw or to accumulate or cause to be thrown or accumulated any dust, ashes, rubbish or other used articles in to the common portions save and except at the place indicated therefore.
6. To place or cause to be placed any articles or subject in common portions.
7. To carry or caused to be carried on any obnoxious, injurious, noisy, dangerous, hazards, illegal or immoral activity in or through the unit in the common portions.
8. To do or permit anything to be done which is likely to cause nuisance or annoyance to the occupants.
9. To use or allow the unit or any part thereof to be used for any clubs, meeting, conference, nursing home, Hospital, Boarding house, eating place, restaurant or any other similar purpose.
10. To put or affix any signboard, name plate, and other similar articles in common portions or outside walls or the building and/or outside the entire unit said and except at the place (s) provided thereof approved in writing by the party hereto of the Third part or the Association. Provided that nothing contained in this clause shall prevent the Buyer/Purchaser(s) for display in a decent.
11. To obstruct the party hereto of the Second Part in setting or granting right to any person or any part of the land in the premises and/or in the building (except in the unit).
12. To keep store any offensive combustible, obnoxious, hazards or dangerous Article in the unit.
13. To allow or to keep any lunatic or any person suffering from any virulent dangerous, obnoxious or infections deceases in the unit.
14. To keep any domestic animals or pets save and except in the manner permitted in writing by the party hereto of the Third Part or the Association or the Concerned Municipality or by the other authorities.
15. To install or keep or run any generator so as to cause nuisance to the occupants of other portion of the Building.
16. To change the outside colour of his portions or any outside decoration of their allocated surface area.
17. To affix or draw any wires cable pipes from and to or throw any common portion or outside walls of the building or other units save and except in the manner indicated by the party hereto of the Third part or by the Association.
18. To keep any heavy articles or things which likely to damage the floor or operate any machine other than usual appliances (like washing machine, Mixer Grinder, Sewing machine etc).
19. To change the name of the building or named and/ or altered by the PURCHASER(S) from "ELINA TOWER" for any reason whatsoever.

COMMON EXPENSES:

- A) The Cost of maintaining, replacing, white washing, painting and decorating of the main structure of the said building including the exterior thereof and in particular of the common portion of the roof, landing and structure of the building, rainwater pipes, water tanks, water tax, lift, motor pumps, tube well, gas pipes and electrical wire, sewage, drain, transformer(if any), common toilet and all other common parts of the fixtures, fittings and equipments in under or upon the building enjoyed or used in common by the PURCHASER(S) and other occupiers thereof, will be jointly borne by the PURCHASER(S) proportionately.
- B) The cost of cleaning, lighting of the main entrance, staircases and other parts of the building as enjoyed in common by the PUCHASER(S) and the other occupiers will be jointly borne by them proportionately.

- C) The salaries of durwan's, if any, electricians, sweepers etc., shall be borne proportionately by the PURCHASER(S) and other occupiers of the building.
- D) The cost of repairs, replacement, and maintenance of light and other plumbing works including all other service charges for service rendered in common to all other occupiers shall also be borne by the PURCHASER(S) and the other occupiers proportionately.
- E) So long as each flat unit(s) of the said building shall not be separately assessed for the PURCHASER(S) shall pay to the Vendors or Associations the proportionate share of the municipal taxes, water tax, (if any), etc and such apportionment shall be made by the vendors or Association on the basis of the area acquired by the PURCHASER(S) and the same be conclusive final and binding.
- F) That in case of default of in making payment by the PURCHASER(S) and the association shall have the additional right(without prejudice to its rights) to take appropriate steps as would deem fit and proper.

MISCELLANEOUS

That as between the parties hereto of the Second Part and /or the Association and the PURCHASER(S) or the party hereto of the third part shall indemnify and keep each other save, harmless claims, demands, costs, proceedings and actions, arising due to an any non-payment or other default in observance of the term and conditions hereof as contained in this schedule.

GENERAL CONDITION

That the layout and specifications are tentative and subject to alterations/modifications on account of technical reasons for which the decision of the architect, appointed by the vendors, shall remain firm and final and be bound upon.

The electrical incoming charges inclusive of transformer, infrastructure cost, Energy Meter etc. as to propose by W. B. S. E. D. C. L. /CESC shall be charged extra and that shall be paid by the PURCHASER(S) proportionately.

That all cost on account of individual of additional work beyond our specification shall be borne by the PURCHASER(S) upon approval of the estimate and after receipt of payment.

That it is agreed by and between the party(s) hereto i.e., Developer(s) and PURCHASER(S), that Developer(s) identified Advocate/Lawyer shall be prepared by the said Advocate and shall be the common advocate /lawyer for the Vendors and the PURCHASER(S) hereto and the conveyance and other documents shall be prepared by the said advocate and shall be acceptable to the PURCHASER(S).

All stamp duty, registration charges/fees, legal charges and allied expenses on account of execution and registration of this agreement as also the sale deed and /or the Conveyance Deed and other documents to be executed and /or registered in pursuance hereof and shall be borne and paid by the PURCHASER(S).

That all costs for execution of Deed of Conveyance towards transfer of the Flat mentioned in Schedule "B" in favour of parties hereto of the third Part that inclusive of Stamp duty, Registration hereto of the Third Part that inclusive of Stamp Duty, Registration fees, advocates fees etc. shall be borne by the PURCHASER(S).

POSSESSION

Possession of flat shall be given on completion of the entire project at a time and said possession of flat shall be given within 31st December, 2020. However, the completion date may be extended by 6 (six) months (**Extended period**) at the option of the **Second Part**. In case the completion of entire project is not possible within the aforesaid stipulated time due to Natural Calamity, which is beyond the control of the Second part hereto, in that event the in-convenience for the delay in possession caused to be acceptable and bearable by the **PURCHASER(s)**.

FIRST SCHEDULE "A" OF THE PROPERTY ABOVE REFERRED TO**"A" SCHEDULE****(1) PROPERTY OF (JAGA MOHAN BORAL) ABOVE REFERRED TO.**

Dist. Hooghly & Sub-Registry office Chinsurah, P.S. Chinsurah, ward No. 6 of Hooghly-Chinsurah Municipality, Mohalla- Boral Para, New Holding No. 25/99/92, ALL THAT the piece or parcel of land under Mouza – Bally, J.L. No. 9, L.R. Khatian No. 6825 (in the name of Jaga Mohan Boral), R.S. Dag No. 1315 corresponding to L.R. 1600 for an area of land → 0.077 Sahasransha, Nature of land "Bastu", TOGETHER WITH single storied pucca building twenty five years old of 900 Sq. ft., with Cemented floor, is delineated on the Map annexed hereto bordered as "RED", which is part of this Deed, thereon along with all easement rights, electric Line, Water Connection etc.

The Butted and Bounded of the Schedule property as follows:-

North: Property of Nandita Boral & Others,
 South: Property of Jagananth Dey,
 East : 3900 mm wide Municipal Road,
 West: Property of Dilip Kr. Sen & Others.

FIRST SCHEDULE B PROPERTY OF (NANDITA & SANDIPTA BORAL) ABOVE REFERRED TO.

Dist. Hooghly & Sub-Registry office Chinsurah, P.S. Chinsurah, ward No. 6 of Hooghly-Chinsurah Municipality, Mohalla- Boral Para, New Holding No. 137/98/91, ALL THAT the piece or parcel of actual measured land under Mouza – Bally, J.L. No. 9, Sabek Khatian No. 3436 (in the name of Harapasanna Boral) which has divided in two Khatians i.e., (i) L.R. Khatian No. 5385 (in the name of Nandita Boral) as follows:-

R.S. Dag No. 1570 corresponding to L.R. Dag No. 1597, Area 0.005 Sahasransha
 R.S. Dag No. 1312 corresponding to L.R. Dag No. 1598, Area 0.013 Sahasransha
 R.S. Dag No. 1512 corresponding to L.R. Dag No. 1599, Area 0.011 Sahasransha
 Total undivided Area of land → 0.029 Sahasransha

AND

Dist. Hooghly & Sub-Registry office Chinsurah, P.S. Chinsurah, ward No. 6 of Hooghly-Chinsurah Municipality, Mohalla- Boral Para, New Holding No. 137/98/91, ALL THAT the piece or parcel of actual measured land under Mouza – Bally, J.L. No. 9, Sabek Khatian No. 3436 (in the name of Harapasanna Boral) which has divided in two Khatians i.e., (ii) L.R. Khatian No. 6775 (in the name of Sandipta Boral) as follows:-

R.S. Dag No. 1570 corresponding to L.R. Dag No. 1597, Area 0.005 Sahasransha

R.S. Dag No. 1312 corresponding to L.R. Dag No. 1598, Area 0.013 Sahasransha

R.S. Dag No. 1512 corresponding to L.R. Dag No. 1599, Area 0.011 Sahasransha

Total undivided Area of land → 0.029 Sahasransha

Total undivided area of land more or less 0.058 Sahasransha, or more or less 03 Katha 08 Chittacks 06 Sq. ft., Nature of land "Bastu", TOGETHER WITH single storied pucca building twenty five years old of 900 Sq. ft., with Cemented floor, is delineated on the Map annexed hereto bordered as "RED", which is part of this Deed, thereon along with all easement rights, electric Line, Water Connection etc. The property should be used for residential purpose.

The Butted and Bounded of the Schedule property as follows:-

North : Property of Late. Sahadeb Sen,

South : Property of Jaga Mohan Boral,

East : 3900mm wide Municipal Road,

West : Property of Dilip Kr. Sen & Others.

The total Area of land in FIRST SCHEDULE A AND B= 0.135 SAHASRANSHA or more or less 08 Katha 2 Chattak situated at Dist. Hooghly & Sub-Registry office Chinsurah, P.S. Chinsurah, ward No. 6 of Hooghly-Chinsurah Municipality, Mohalla- Boral Para.

The total area of land FIRST SCHEDULE A AND B is butted and bounded by:-

North: Property of Late. Sahadeb Sen

South: Property of Jagananth Dey

East: 3900 mm wide Municipal Road

West: Property of Dilip Kr. Sen & Others

SECOND SCHEDULE ABOVE REFERRED TO

(DESCRIPTION OF SPACE/FLAT/AREA)PART - I(The Said Unit/Flat)

In the district of Hooghly, P. S. Chinsurah, ALL THAT piece and parcel of a Residential Unit/Flat being No "3B" (South - East Corner), having Super Built up area of approx. 1244 sqft on the 3rd floor, in the multi-storied building namely "ELINA TOWER", to Mouza- Bally, Mohalla - Olaichanditala, Holding No. 98/91 + 99/92, situated at Boralpara, Boralgali, Post. Hooghly, P.S. Chinsurah, Dist. Hooghly, Ward No. 06, Under Hooghly-Chinsurah Municipality, consisting of Three Bed Rooms, One Drawing -Cum-Dining room, One Kitchen, Two Toilet/Bathrooms (one Attached), Two Open Balcony, of the said Multi-Storied Building which has been shown in the "RED" Colour in the enclosed map together with undivided proportionate share or interest of the land underneath out of the total land and all easement rights, measuring more or less 0.135 Acres of the FIRST SCHEDULE A AND B above written.

SPECIFICATION

Foundation: R.C.C foundation and framed structure for ground plus four floors.

Floor: Good quality vitrified floor tiles of 24"X24" or 16"X16" will be used in bedrooms and other places except in toilets, in toilets 12"X12" of anti skit tiles would be used. Stair slabs will be anti skit tiles/kota finishing. Good quality standard size light colour tiles would be used in toilets walls up to 6' height. In kitchen 21" wide Green marble will be used for table and 20"X16" steel sink will be provided and 2.5' height wall tiles will be fixed. In dinning place 20"X16" white ISI branded basin and pillar cock would be provided. In both the toilets standard white ISI branded commode would be provided, however, the **Third Part** otherwise demands any changes in the specification shall inform to the **Second Part** and if so then the difference in cost if any would be on account of the **Third Part**. In the common bath room one two in one wall mixture for Geyser option, one over head shower and one tap for toilet would be provided and in the other toilet two tap (one for bath and one for toilet) would be provided. In both the bathrooms one each marble corner would be provided to facilitate to keep bathroom items. Bath rooms will be well ventilated with close & open system.

Doors- All door frames except bath rooms would be of finest wood, (kitchen door will be open without frame). Front door would be matching laminated / Polish of 2.1 m X 1.0 m size flash door other doors would be 1.85m x 0.90m of size. Bathroom doors would be PBC with PBC frame of 1.85m x 0.75m size.

Windows- All out side windows would be 5'X4' of size of two/three panels except balcony and kitchen portions which will be 4'X3'/as suits of two panels of Aluminum made with 3.5mm colored glass.

Windows bottom level (inside part) would be with tiles top. Windows would be protected with Iron Grill & Grill would be painted. Balcony shall be covered with Iron Grill up to lintel level with an option of Emergency Exit. All inside walls would be finished with wall putty and a coat of primer. Dinning cum drawing room would be option of inside telephone and TV cable line. If, Buyers desire to have cable TV/telephone connection in any bedroom which can be provided on extra charges as per market rate. However, which should be informed well in advance i.e. before inserting concealed pipe/cable and before completion of plaster.

ELECTRICAL WIRING: All wiring will be concealed. Each room shall be fitted with switch board in which one five amp. plug point, one tube point, one fan point, one night bulb point. Kitchen will be provided with one Mixture point, one exhaust/chimney point, one aqua guard point and one light point. Living / dining room will be provided with one 15 amp plug point, Refrigerator point, T. V. point, one cable point, one telephone point, two light & two fan points. Attached bath room will be fitted with one light point and common bath room will be provided with Geyser point and one light point. Balcony will be fitted with one light point. All the above electrical switches, boards will be of branded companies (modular). All flats will have individual Electric connection along with one meter from W.B.S.E.D.C.L. Deposits of W.B.S.E.D.C.L. and other charges if any will be on account of **Third Part** of the concerned flat. Extra TV, telephone etc wiring will be on account of the **Third Part**.

Water & Electricity – Additional charges have to be paid by the Third Part for electric transformer, and water connection which will be informed at the later stage Municipal water supply and submersible pump will be made available to feed the overhead reservoir tank. Electricity connection also available from W.B.S.E.D.C.L. for which necessary deposits has to be borne by the Third Part.

Lift & Generator : These facilities will be available warranty will be as per Co.'s Terms.

Internal Walls : All the interior walls will be finished with wall putty and a coat of primer.

Extra Work : Extra work other than the standard scheme as above shall be charged extra as decided by our authorized engineer and such amount shall be deposited before execution of such work.

IN WITNESS WHEREOF the parties have set and subscribed their hands and signatures on the day, month and year first above written.

Signature of the Second Party / Developer

Signature of the Third Party / Purchaser

Witnesses:-

1

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