

**AGREEMENT FOR SALE**

THIS AGREEMENT is made this the            day of March, TWO THOUSAND EIGHTEEN (2018),

**BETWEEN**

**"ENLIGHTEN INFRA PROJECTS PRIVATE LIMITED"**, a Private Limited company duly registered and incorporated under the meaning and provisions of the Companies Act, 2013, having its registered office at K. P. Mondal Road, Chandipur, Nodakhali, Post Office- B/Chandipur, Police Station- Nodakhali, District- South 24 Parganas, represented by one of the Director **MR. ROHIT NAHAR** (PAN-ABKPN2303A), son of Rabindra Singh Nahar, residing at 45/4A, Chakraberia Road (South), Kolkata-700025, hereinafter called referred to as "**DEVELOPER/BUILDER/COLLABORATOR**" (which term or expression shall unless excluded by or repugnant to the subject, context or meaning thereof be deemed to mean and include his heir/heirs, successor/successors, executor/ executors, successors-in-office, administrator/administrators, legal representative/representatives and assign/ assigns) of the **FIRST PART**.

**AND**

**MR.....** (PAN.....), husband of ....., by Faith- ....., by Occupation- Service, Nationality- Indian, residing at....., hereinafter called and referred to as "**PURCHASER**" (which term or expression shall unless excluded by or repugnant to the subject, context or meaning thereof be deemed to mean and include his heir/heirs, successor/successors, executor/executors, administrator/ administrators, legal representative/representatives and assign/assigns) of the **SECOND PART**.

**AND**

1) **SRI RABINDRA NATH MITRA**, son of Late Baidya Nath Mitra, by Faith- Hindu, by Occupation- Retired Person, Nationality- Indian, 2) **SRI JATINDRA NATH MITRA**, son of Late Baidya Nath Mitra, by Faith- Hindu, by Occupation- Retired Person, Nationality- Indian both are residing at Village and Post Office- Shyampur, Police Station- Maheshtala, Kolkata-700137, District- South 24-Parganas, 3) **MANJU MITRA**, wife of Late Sachindranath Mitra, by Faith- Hindu, by Occupation-Housewife, Nationality- Indian, residing at present Lalita Apartment, Block-A, 22, Narayantala West, Baguihati, Kolkata-

700059, 4) TUHIN MITRA, son of Late Sachindranath Mitra, by Faith- Hindu, by Occupation-Service, Nationality- Indian, residing at present Lalita Apartment, Block-A, 22, Narayantala West, Baguihati, Kolkata-700059, 5) ARCHITA MITRA, daughter of Late Sachindranath Mitra, by Faith- Hindu, by Occupation-Housewife, Nationality- Indian, residing at present Lalita Apartment, Block-A, 22, Narayantala West, Baguihati, Kolkata-700059, 6) SMT. NAMITA BOSE, wife of Sri Debiprasad Bose, by Faith- Hindu, by Occupation- Housewife, Nationality- Indian, residing at Shyampur Sarkarpara, Post Office- Budge Budge, Police Station- Maheshtala, District- South 24 Pargnas, 7) MS. SABITA MITRA, Daughter of Late Baidya Nath Mitra, By Faith Hindu, By Occupation- Homemaker, residing at Village & Post Office - Shyampur, Police Station-Maheshtala, Kolkata-700137, (8) MRS. KABITA BOSE, Wife of Mrs. Mrinal Kanti Bose, By Faith Hindu, By Occupation- Housewife, residing at 22A, Hemchandra Street, Khidirpur, Kolkata - 700023, (9) MRS. ANITA BISWAS, Wife of Late Samar Biswas, By Faith Hindu, By Occupation-Housewife, residing at 5/1, Sibas Dutta 2nd by lane, Howrah-1, (10) MRS. AMITA GHOSH, Wife of Sri Sujay Ghosh, By Faith Hindu, By Occupation-Housewife, residing at 3/1, Beharilal Chakraborty Lane, Howrah-1, represented by their Constituted Attorney ROHIT NAHAR, son of Rabindra Singh Nahar, residing at 45/4A, Chakraberia Road, South, Kolkata-700025, Director of "ENLIGHTEN INFRA PROJECTS PRIVATE LIMITED", a Private Limited company duly registered and incorporated under the meaning and provisions of the Companies Act, 2013 having its registered office at K.P.Mondal Road, Chandipur, Nodakhali, P.O. B/Chandipur, P.S. Nodakhali, District South 24 Parganas, hereinafter called and referred to as the "OWNERS OF THE LAND/CONFIRMING PARTY" (which term or expression shall unless excluded by or repugnant to the subject, context or meaning thereof be deemed to mean and include their respective heir/heirs, successor/successors, executor/ executors, administrator/ administrators, legal representative/representatives and assign/assigns) of the THIRD PART.

WHEREAS one Baidyanath Mitra was the Owners and possessor of All That piece and parcel of 29 Cottahs land with structure standing thereon (but actual physical measurement 24 Cottahs 13 Chhittacks 39 Sq.ft.) lying and situated in R.S. Dag Nos.920, 921 and 916 under R.S. Khatian No.101 at Mouza- Shyampur and while seized and possessed the said land as an absolute 16 annas Owners died intestate on 04.04.1968 leaving behind him surviving only wife Nihar Bala Mitra, Four sons Rabindra Nath Mitra, Jatindra Nath Mitra, Sachindra Nath Mitra, Barindra Nath Mitra, and Five daughters Namita Bose, Wife of Debiprosad Bose, Sabita Mitra, Kabita Bose, Wife of Mrinal Kanti Bose, Anita Biswas, Wife of Late Samar Biswas, and Amita Ghosh, wife of Sujay Ghosh, as his only legal heirs and representatives who inherited the property left by the said Baidya

Nath Mitra and they are using possessing the said property jointly as their proportionate share therein with the knowledge of all other concern.

AND thereafter they have mutated their names from the B.L. & L.R.O. and their names have been recorded in L.R. Dag Nos.1148, 1149 and 1144 under L.R. Khatian Nos.647, 1090, 1049, 1188 and 596 at Mouza- Shyampur, J.L. No.46, Touzi No.357, and also mutated their names from the Maheshtala Municipality and their names have been recorded in Holding No.F2-124/New, B.B.T. Road, R.H.S. towards Kol., Ward No.35, Police Station- Maheshtala, within the limits of Maheshtala Municipality, District- South 24 Parganas, Kolkata-700137, was originally belongs to Late Baidyanath Mitra.

AND WHEREAS said Nihar Bala Mitra died intestate subsequently leaving behind Four sons Rabindra Nath Mitra, Jatindra Nath Mitra, Sachindra Nath Mitra, Barindra Nath Mitra, and Five daughters Namita Bose Wife of Debiprosad Bose, Sabita Mitra, Kabita Bose, Wife of Mrinal Kanti Bose, Anita Biswas, Wife of Late Samar Biswas, as Amita Ghosh, Wife of Sujay Ghosh all are daughter of Nihar Bala Mitra, as her only legal heirs and representatives for her portion of the inherited property from her late husband Baidyanath Mitra and accordingly they were using and enjoying the aforesaid property as of Sixteen Annas Owners thereof with the knowledge of all other concern.

AND WHEREAS the above named Sachindra Nath Mitra, since deceased, along with his other co-sharers/co-owners executed and registered a Development Agreement dated 07-11-2014, which was registered in the Office of the Additional District Sub-Registrar Office at Behala and registered in Book No.I, C.D. Volume No.29, Page from 3903 to 3927, Being No.09208 for the year 2014 and also executed and registered a General Power of Attorney, which was duly registered in the A.D.S.R. Behala and registered in Book No.I, C.D. Volume No.29, Page from 3928 to 3944, Being No.09290 for the year 2014 in favour of "ENLIGHTEN INFRA PROJECTS PRIVATE LIMITED", a Private Limited Company, and incorporated under the meaning and provisions of the Companies Act, 2013, represented by one of its Director, Mr. Rohit Nahar as their Constituted Attorney with terms and conditions mentioned therein and thereafter the said Sachindra Nath Mitra died intestate on 15-03-2017 leaving behind him surviving the present owner nos.3,4,5 namely Manju Mitra,Tuhin Mitra and Archita Mitra as his only legal heirs and successors.

AND WHEREAS the present owner nos. 3, 4, 5 namely Manju Mitra, Tuhin Mitra and Archita Mitra the only legal heirs and successors of the above named Sachindra Nath Mitra, since deceased executed and registered a General Power of Attorney in favour of "ENLIGHTEN INFRA PROJECTS PRIVATE LIMITED", a Private Limited Company, and

incorporated under the meaning and provisions of the Companies Act, 2013, represented by one of its Director, Mr. Rohit Nahar as their Constituted Attorney, which was registered in the Office of the D.S.R.II, Alipore, South 24 Parganas and registered in Book No.IV, Volume No.\_\_\_\_\_, Pages from \_\_\_\_\_ to \_\_\_\_\_, Being No.\_\_\_\_\_ for the year 2018.

**AND WHEREAS** the Present Owners of the First part above stated herein are at present seized and possessed of ALL THAT piece and parcel of Bastu land with structure measuring more or less 23 cotthas 9 chittacks 40 sq.ft. which is lying and situated at Mouza- Shyampur, under R.S. Khatian No. 101, L.R. Kri Khatian No. 647, 1090, 1049, 1188 & 596, in Dag No. 916, 920 & 921, P.O. Shyampur & P.S. Maheshtala, District- South 24 Parganas, Pargana- Balia, Touzi No. 357, J.L. No. 46, within the Ward No. 35 of Maheshtala Municipality

**AND WHEREAS** the Party of the Third Party/Confirming Party intended to "Commercially Exploit" the said Property by constructing Flats upon the FIRST SCHEDULE Property but due to paucity of money they agreed to construct the super-structures/flats within their limits of financial capacity and to complete the said Building through suitable Contractor/Developer the Flats therein with the purse of the Intending Purchaser by selling the proportionate share of land and/or space, and/or spaces with super-structures and/or flats to them, so that they may provide themselves with flats as consideration of the said property.

The Purchaser are desirous of acquiring on Ownership basis ALL THAT the Flat No.... on the First floor of said new building now in course of construction on the said Premises (more fully and particularly described in the FIRST SCHEDULE hereunder written) containing by admeasurements ..... Sq.ft. of Built up area TOGETHER WITH the undivided proportionate share of land and in the common parts, portions, areas, facilities & amenities which works out to be ..... Sq.ft. of Super Built-up area in the said premises (more fully and particularly mentioned and described in the SECOND SCHEDULE hereunder written hereinafter referred to as the said UNIT) has approached the Sellers and the Sellers have agreed to sell and transfer the said Unit for the consideration and on the terms and conditions hereinafter appearing.

At or before execution of these presents the Purchaser have fully satisfied themselves as to the :

- i) Title of the Sellers
- ii) The Plan sanctioned by Maheshtala Municipality

- iii) **The total saleable area to comprise in the said Unit**
- iv) **Specification and/or materials to be used in the said Building (more fully and particularly mentioned and described in the Seventh Schedule hereunder written) and has agreed not to raise any objections whatsoever or however**

**NOW THIS AGREEMENT WITNESSTH and it is hereby agreed by and between the parties hereto as follows :**

#### **ARTICLE - I - DEFINITIONS**

**(In these presents unless it is repugnant to or inconsistent with following expressions shall have the following meanings):**

- a) **ARCHITECT shall mean ESPACE or such other person, firm or firms, company or companies whom the Sellers may appoint from time to time as the Architect of the building.**
- b) **COMMON PARTS & PORTIONS shall mean the common parts portions facilities and amenities (including proposed Community Hall, proposed GYM, lifts, lift room, lift wells and lifts installations, pump, pump room, pump installations, tube well and its installations, drains, sewers, boundary walls, main gates, paths and passages, driveways, staircases and lobbies and underground and overhead water reservoir, etc.) in the said Building (more fully and particularly mentioned and described in the SIXTH SCHEDULE hereunder written). And common parts and portions in the said building and the said premises as such as shall be necessary or be required as thought fit and determined by the Seller for the beneficial enjoyment of the said Unit and such common parts and portions shall be declared and/or identified by the Seller only upon the completion certificate is granted by the Maheshtala Municipality.**
- c) **COMMON PURPOSES shall mean and include the purpose of upkeep management, maintenance, administration and protection of the common portions and the purposes of regulating mutual rights and obligations of the Owners and/or occupants of the respective units /flats and all other purposes or matters in which the Owners and/occupants have common interest relating to the Building.**
- d) **CAR PARKING SPACE shall mean the space earmarked by the Seller/Owners for parking of two wheeler/motor car Parking space will be located in the Ground floor**

or in the open space in the said premises which has been specifically reserved and/or retained by the Seller/Owners for themselves.

- e) **HOLDING ORGANISATION/MAINTENANCE COMPANY** shall mean the company/association/society that may be formed or promoted by the Seller for the common purposes, maintenance and upkeep of the Building at the said premises.
- f) **PLAN** shall mean the plan permit no. 555/14-15 (Revised) sanctioned by Maheshtala Municipality on 10/01/17 and shall include any modifications and/or alterations thereto.
- g) **PREMISES** shall mean ALL THAT piece of parcel of Bastu Land measuring 23 Cottahs 09 Chittaks 40 sqft more or less together with structure thereon under MOUZA – SHYAMPUR, L.R. Dag No.1148, 1149, 1144, R.S. Khatian No.101, L.R. Kri Khatian Nos.647, 1090, 1049, 1188 and 596 in Dag Nos.920, 921, 916, L.R. Dag No. 1148, 1149 & 1144, Touzi No.357, J.L. No. 46, now within the limits of Maheshtala Municipality, Ward No.35, Holding No. F2-124/New, B.B.T. Road, Right Side Towards Kolkata, Police Station- Maheshtala, Kolkata-700137, District- 24 Parganas (South) (more fully and particularly mentioned and described in the FIRST SCHEDULE hereunder written).
- h) **PURCHASER** shall mean:  
In the case of an individual his/her heirs, legal representatives, executors, administrators and assigns.  
  
In the case of the Purchaser being a Company its successor and/or successors in interest and assigns.  
  
In the case of the Purchaser being a Partnership Firm then its partner and/or partners for the time being and their respective heirs, legal representative, executors, administrators and assigns.  
  
In the case of such Purchaser being a HUF, the Karta of the said HUF for the time being and his heirs, legal representatives, executors, administrators and assigns.  
  
In the case of the Purchaser being a Trust then the Trustees of the Trust for the time being and their successor and/or successors in office and assigns.

In case such Purchaser is a minor then the natural guardian of such minor and such natural guardian shall be fully responsible for due performance and observance of all the terms and conditions to be performed and observed on the part of the said minor

- i) **PROJECT shall mean the housing project undertaken for construction erection and completion of the said new building and/or buildings to be constructed in accordance with the said plan at the said premises**
- j) **BUILTUP AREA shall mean the total built up area of the Flat/Unit and including of all external and internal walls comprised in the Units and as certified by the Architect.**
- k) **SUPER BUILT UP AREA shall mean the total covered area including the Flat/ Unit including the proportionate share in the common parts and portions such proportionate share to be determined by the Architect in its absolute discretion and the decision of the Architect shall be final and binding on the parties.**
- l) **OWNERS shall mean and include the Owners of the Land of the Premises and their respective heir/heirs, successor or successors and/or assign/assigns.**
- m) **SELLERS/DEVELOPER shall mean and include the Builder/ Developer/Collaborator of the Premises namely ENLIGHTEN INFRA PROJECTS PVT. LTD. and his respective successor or successors-in-interest, successors-in-office and/or assigns.**
- n) **SPECIFICATION shall mean and include the various specifications, brief details are mentioned in the SEVENTH SCHEDULE hereunder written and such specifications may be altered and/or changed and/or modified as may be required by the Architect from time to time in its absolute discretion and in the event any Purchaser requiring any upgraded specification and/or better specification for a particular unit and/or flat then the Purchaser so requiring such upgraded specification shall be required to pay and bear such extra costs as may be decided by the Seller and the Purchaser.**
- o) **FLAT shall mean the Unit/Flat No..... on the First floor of the said new Building consisting of Three Bed Rooms, One Living-cum-Dining, One Kitchen, Two Toilet and One Balcony etc. now in course of construction on the said Premises (more fully and particularly described in the FIRST SCHEDULE hereunder written) containing by admeasurement .....ft. of built up area TOGETHER WITH the undivided proportionate variable share in common parts, portions, areas, facilities & amenities**

which works out to be ..... Sq.ft. of Super Built up area at the said premises (more fully and particularly mentioned and described in the SECOND SCHEDULE hereunder written) TOGETHER WITH the proportionate undivided impartible variable share in the land attributable to the said Unit/Flat and TOGETHER WITH the undivided proportionate share in the common parts and portions.

- p) **UNDIVIDED SHARE** shall mean the proportionate undivided impartible variable share in the land as shall be determined by the Seller at the time of execution of the Deed of Conveyance attributable to each unit and it being expressly agreed that all the open spaces shall continue to be retained by the sellers who in their absolute discretion shall allow and/or permit any other person or persons to utilize such other spaces as shall be determined by the Seller in its absolute discretion.
- q) **UNITS** shall mean the Units and/or other constructed spaces to be built and constructed on the said premises.
- r) **"PRINCIPAL AGREEMENT"** shall mean the Registered Development Agreement made between the Owners & Developer on 7th November, 2014, which was registered at A.D.S.R. Behala, Vide Book No.I, Volume No.29, Pages 3903 to 3927, being Deed No.09208, for the year 2014.

#### ARTICLE II- INTERPRETATIONS

- 2.1 Wherever any expenses or costs are mentioned to be borne or paid proportionately by the Purchaser, then the portion of the whole amount payable by the Purchaser shall be in proportion to the area of the Purchaser's respective unit, which will also include the proportionate area of the total common areas.
- 2.2 Any reference to statute shall include any statutory extension or modification or enactment of such statute any rules regulations or orders made there under.
- 2.3 Any covenant by the Purchaser not to act or do anything shall be deemed to include their obligations not to permit the said act or things to be done.
- 2.4 Singular number shall include plural and vice versa.
- 2.5 Masculine gender shall include feminine and neuter genders and vice versa.



- 2.6 The paragraphs heading do not form part of this agreement and have been given only for the sake of convenience and shall not be taken into account for the construction or the interpretation.

### **ARTICLE III - COMMENCEMENT – TITLE**

This Agreement shall be deemed to have commenced on and with effect from the day of March, 2018 (hereinafter referred to as the COMMENCEMENT DATE)

- 3.1 The Purchaser have inspected the title of the Sellers in respect of the Premises and the Purchaser agrees and covenants not to raise any objections thereto or make any requisition in connection therewith.
- 3.2 The Purchaser have also inspected the building Plan duly sanctioned by the Maheshtala Municipality.
- 3.3 The Purchaser have also satisfied himself/herself as to the measurement/ area of the unit and has agreed not to challenge or dispute the same in any manner whatsoever.
- 3.4 The Purchaser have agreed not to raise any objection regarding Title of the Sellers and the Sellers shall be entitled to modify or alter the said Plan and/or to submit revised Plan to which the Purchaser hereby consents.

### **ARTICLE IV - SALE/TRANSFER**

- 4.1 The Sellers have agreed to sell and transfer and the Purchaser have agreed to purchase and acquire on the terms and conditions stipulated herein ALL THAT the Flat/Unit No..... on the ..... floor of the said building consisting of Three Bed Rooms, One Living-cum-Dining, One Kitchen, Two Toilets and One Balcony etc. now in course of construction on the said Premises (more fully and particularly described in the FIRST SCHEDULE hereunder written) containing by admeasurement ..... Sq.ft. of the built-up area TOGETHER WITH the proportionate share in the common parts, portions, areas, facilities & amenities which works out to be ..... sq. ft. of super built up area in the said Premises (more fully and particularly described in the SECOND SCHEDULE hereunder written) TOGETHER WITH undivided proportionate share in the common parts and portions And also the proportionate undivided

impartible variable share in the said premises and attributable thereto and subject to the Purchaser making Payment of all the amounts agreed to be paid by the Purchaser to the Sellers and also performing and observing all other terms and conditions hereinafter appearing.

- 4.2 The right of the Purchaser shall remain restricted to the said Unit only and shall no right nor shall claim any right over and in respect of any other Units and/or open spaces.

#### **ARTICLE V - CONSTRUCTION COMPLETION AND POSSESSION**

- 5.1 The Developer will complete the construction of the said Building namely; "SHYAM BHOOMI" within 31-12-2018 and also will deliver the possession of the said flat to the Purchaser within 31-12-2018 subject to the payment of the total consideration money by the Purchaser to the Developers unless prevented by circumstances beyond its control and/or any other circumstances amounting to Force Majeure, provided however the completion date may be extended by a period of 6 (Six) months at the option of the Developer.
- 5.2 The Building and/or Buildings shall be completed with such materials and specifications such specifications more fully and particularly described in the SEVENTH SCHEDULE hereunder written as shall be recommended by the Architect and in no event the Purchaser shall be entitled to claim any damages or make any claims on any account regarding the quality of materials and specification and the Purchaser hereby consents to the same.
- 5.3 The Purchaser agrees not to claim any abatement if the said Building and/or Buildings are/is not completed within the COMPLETION DATE.
- 5.4 For the purpose of completion of the said building and/or buildings it shall be deemed to have been completed and made for habitation if certified by the Architect for the time being of the building and certificate given by the Architect shall be final and binding on both the parties.
- 5.5 Upon completion a communication would be given by the Sellers regarding the completion (hereinafter referred to as the NOTICE OF POSSESSION) and the Purchaser shall take possession of the said Unit within 15 days from the date of Notice of Possession, subject however to the Purchaser making payment of all the

amounts to be paid under this Agreement. However, if the Purchaser fails to take possession of the said Unit, the Purchaser shall also be liable to pay and/or contribute all the municipal rates taxes and other outgoings including maintenance charges proportionately for the said Unit from the date of Notice of Possession.

#### **ARTICLE VI- CONSIDERATION & PAYMENT**

- 6.1** In consideration of the above the Purchaser have agreed to pay to the Sellers a sum of Rs...../- (Rupees ..... ) only hereinafter referred to as the CONSIDERATION AMOUNT.
- 6.2** The said consideration amount shall be paid in the manner as appearing in the THIRD SCHEDULE hereunder written.
- 6.3** Time for payment shall always be the essence of the contract.
- 6.4** Subject to what is hereinafter provided all payments shall be paid at the office of ENLIGHTEN INFRA PROJECTS PVT LTD. against proper receipts being granted by the said ENLIGHTEN INFRA PROJECTS PVT LTD the seller herein, it being expressly agreed that the Purchaser shall not be entitled and agree not to set up any oral agreement regarding the payments and due performance and observance of the terms and conditions herein contained.
- 6.5** The Purchaser have also agreed to pay to the Sellers in addition to the consideration hereinabove proportionately all applicable statutory outgoings and expenses including all charges and costs for any alterations in the said Unit or any other extra facilities or specification in construction etc. which the Sellers may on a later date decide to provide which is presently not taken into consideration.
- 6.6** At or before taking possession of the said Unit the Purchaser shall be liable and agrees to make payment to the sellers in respect of the proportionate share or amount required to be paid for CESC Limited or any other authorities for HT/LT power connection for the entirety of the building including the cost of installing Transformer & other equipment (details of which are mentioned in the FOURTH SCHEDULE hereunder written) and the Purchaser shall be entitled to have at his own cost charges and expenses including payment of deposits to have LT Connection and a separate meter for the said Unit directly from CESC.

- 6.7 In addition to the aforesaid consideration, the Purchaser shall also make such payments and/or deposit by way of advance and/or deposit with the Sellers the amounts (details of which are mentioned in the FOURTH SCHEDULE hereunder written) and payment of such amounts shall be made at or before taking possession of the said Unit.**
- 6.8 The above consideration amount is based on the present saleable area. In the event of any increase or decrease in the saleable area there shall be corresponding increase or decrease in the amount of consideration agreed to be paid by the Purchaser to the Sellers.**
- 6.9 The balance of the said Consideration Amount would be paid in the manner as detailed out in the Third Schedule hereunder written but in the event of the Buyer agreeing to make payments from time to time depending upon his/her/its resources and for the purpose of discharging his/her/its obligations of making payments of the committed amount irrespective of what is contained herein the Purchaser shall be entitled to make payments of the balance of the consideration amount in the manner as may be agreed upon between the Purchaser and the Seller in writing.**
- 6.10 It is expressly agreed and understood by the Purchaser that if at any point of time, any law or rule or regulation comes into force whereby the Developer and/or the Land Owners become obliged to charge the Purchaser on the basis of the carpet area of the said flat, in that event the total price for the said flat to be paid hereunder shall be deemed to be the total price charged on the basis of the carpet area of the said flat and the Purchaser agrees to keep the Developer and/or the Land Owners indemnified in respect thereof.**

#### **ARTICLE VII - DEFAULT IN PAYMENT**

- 7.1 Time for payment being the essence of the contract, in the event of any default on the part of the Purchaser in making payment of any of the amounts agreed to be paid in terms of this Agreement the Seller shall be entitled to claim interest at the rate of 18% per annum on the amount remaining outstanding.**
- 7.2 In the event of any default on the part of the Purchaser in making payment of any of the amounts in terms of this Agreement and if such default shall continue for a period of 30 (thirty) days from the same becoming due the Seller shall be entitled to and are hereby authorized to determine and/or rescind this Agreement and forfeit a sum equivalent to ten percent of all amounts paid by the Purchaser to the Seller as**

and by way of predetermined liquidated damages and refund the balance and the Purchaser shall cease to have any right or claim under this Agreement and/or in respect of the said Unit and the Seller shall be entitled to enter into agreements for sale and transfer with any other person or persons without any claim on the part of the Purchaser and the Purchaser hereby consents to the same.

**7.3** If the Purchaser fail to execute the Sale Agreement after booking or cancel the booking, then in that case the developer will refund to the Purchaser the total advance money by deducting 20% out of the paid money without interest.

If the Purchaser cancel the Agreement after the execution of the Sale agreement from their end the developer/seller will refund the total money paid by the Purchaser after deducting 10% of the total value of the flat out of the payments received, the balance payable without interest.

#### **ARTICLE VIII - RESTRICTIONS AND OTHER OBLIGATIONS**

**8.1** The Purchaser shall not be entitled to transfer or assign the benefits/rights of the Purchaser under this Agreement or nominate any person for acquiring the said Flat/Unit till such time the Deed of Conveyance of the said Flat/Unit is executed AND if the Purchaser shall desire to transfer or assign the Purchaser' rights hereunder or nominate any person for acquiring the said Flat/Unit before the execution of the Deed of Conveyance the Purchaser shall be entitled to do so only with a written consent of the Sellers and in those cases where the Purchaser has obtained housing loan in respect of the Flat/Unit from any bank or a financial institution with the consent in writing of the sellers and of such bank or the financial institution as the case may be upon payment of Rs.11,000/- (Rupees Eleven Thousand) only to the said Seller as nomination charge / fee and such nomination charge shall be payable for every successive nomination till the execution of the Deed of Conveyance as aforesaid.

**8.2** As from the date of possession of the said unit the Purchaser agrees and covenants:

a) **TO CO-OPERATE** with the other co-Purchaser and the Sellers in the management and maintenance of the said building.

- b) **TO OBSERVE** the rules framed from time to time by the Sellers and upon formation by the Association or Co-operative Society or Private Limited company for quite and peaceful enjoyment of the said Building as a decent building.
- c) **TO ALLOW** the Sellers with or without workmen to enter into the said Unit for the purpose of maintenance and repairs.
- d) **TO PAY** and bear the common expenses and other outgoings and expenses since the date of notice of possession and also the rates and taxes for and/or in respect of the said Building including those mentioned in the FIFTH SCHEDULE hereunder written proportionately for the building and/or common parts/ areas and wholly for the said Unit and/or to make deposits on account thereof in the manner mentioned hereunder to or with the Sellers 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 whether actual possession of the said Unit has been taken or not by the Purchaser.
- e) **TO DEPOSIT** the amounts reasonably required with the Sellers and upon the formation with the association or co-operative society or Private Limited Company as the said case may be towards the liability for the rates and taxes and other outgoings.
- f) **TO PAY** charges for electricity in or relating to the said Unit wholly and proportionately relating to the common parts.
- g) **NOT TO** sub-divide the said Unit and/or the Parking space or any portion thereof.
- h) **NOT TO** do any act deed or thing or obstruct the construction and completion of the said building in any manner whatsoever and notwithstanding any temporary construction in the Purchaser' enjoyment of the said Unit.
- i) **NOT TO** throw dirt, rubbish or other refuse or permit the same to be thrown or accumulated in the said building and/or compound or any portion of the building.
- j) **NOT TO** store or bring and allow to be stored and brought in the said Unit any goods of hazardous or combustible nature or which are so heavy as to affect or endanger the structures of the building or any portion of any fittings or fixtures thereof including windows, doors, floors etc. in any manner.

- k) **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 construction of the building or any part thereof.**
- l) **NOT TO fix or install air conditions in the said Unit save and except at the places which have been specified in the said Unit for such installation.**
- m) **NOT TO do or cause anything to be done in or around the said Unit which may cause or tend to cause or that amount to cause or affect any damage to any flooring or ceiling of the said Unit or adjacent to the said Unit or in any manner interfere with the use and rights and enjoyment thereof or any open passages or amenities available for common use.**
- n) **NOT TO damage or demolish or cause to be damaged or demolished the said unit or any part thereof or the fittings and fixtures affixed thereto.**
- o) **NOT TO close or permit the closing of verandahs or lounges or balconies or lobbies and common parts and also not to alter or permit any alteration in the elevation and outside colour Scheme of the exposed walls of the verandahs, lounges or any external walls or the fences of external doors and windows including grills of the said unit which in the opinion of the Sellers differs from the colour scheme of the building or deviation or which in the opinion of the Sellers may affect the elevation in respect of the exterior walls of the said building.**
- p) **NOT TO install grills the designs of which have not been suggested or approved by the Architect.**
- q) **NOT TO do or permit to be done any act or thing which may render void or make voidable any insurance in respect of the said Unit or any part of the said building or cause increased premium to be payable in respect thereof if the building is insured.**
- r) **NOT TO make in the said Unit any structural addition and/or alteration such as beams, columns, partition walls etc. or improvement of a permanent nature except with the prior approval in writing of the Sellers and/or any concerned authority.**
- s) **THE PURCHASER shall not fix or install any antenna on the roof or terrace of the said building nor shall fix any windows antenna excepting that the Purchaser shall**

be entitled to avail of the cable connection facilities to be provided by the Sellers to the Purchaser and also the other Owners of the units in the said Premises at their cost.

- t) **NOT TO use the said unit or permit the same to be used for any purpose whatsoever other than 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 Owners and occupiers of the neighbouring premises or for any illegal or immoral purpose or as a Club House, Nursing Home, Amusement or Entertainment Centre, Eating or Catering Place, Dispensary or a Meeting Place or for any commercial or industrial activities whatsoever and similarly shall not keep in the car parking spaces, if allotted, anything other than private motor car or motor cycle and shall not raise or put up any kutchra or pucca construction grilled wall/ enclosures 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.**
- u) **NOT TO use the allocated car parking space or permit the same to be used for any other purpose whatsoever other than parking of its own mid size car/cars.**
- v) **NOT TO park car on the pathway or open spaces of the building or at any other except the space allotted to it and shall use the pathways as would be decided by the Sellers.**
- w) **TO ABIDE by such building rules and regulations as may be made applicable by the Sellers before the formation of the Holding Organisation and after the Holding Organisation is incorporated to comply with and/or adhere to the building rules and regulations of such Holding Organisation.**

#### **ARTICLE X - HOLDING ORGANISATION/ MAINTENANCE COMPANY**

- 10.1 **Immediately after the completion of the said building the seller shall form a Syndicate management for the purpose of management of the said building and the common portions and/or rendition of the common services.**
- 10.2 **Until formation of such association or co-operative society or private limited company, the Seller shall manage and maintain the said building and the common parts thereof.**



**10.3 The Purchaser agrees that:**

- a) **The Purchaser shall pay regularly and punctually within 7th day of every month and month by month the common expenses as described in the FIFTH SCHEDULE hereunder written at such rates as may be decided, determined and apportioned by the Seller to be payable from the date of possession to the Seller and upon formation and transfer of management of the building to the association or Co-operative society or Private Limited Company as the case may be such payments are required to be made without any abatement or demand.**
- b) **The proportionate rate payable by the Purchaser for the common expenses shall be decided by the Seller from time to time and the Purchaser shall be liable to pay all such expenses wholly if it relates to the Purchaser' Flat only and proportionately for all other spaces and/or buildings as a whole. The statement of account of the apportionment of the charges as prepared by the Seller shall be conclusive and final. The Purchaser shall not be entitled to dispute or question the same. In the event of the transfer of the Management and administration of the said Company to the Association or Co-operative Society or Private Limited Company, in terms of these presents, the employees of the Sellers such as watchmen, security staff, liftmen etc. shall be employed and/or absorbed in the employment of such Association or Co-operative Society or Private Limited Company with continuity of service and on the same terms & conditions of employment with the Sellers and the Purchaser shall not be entitled to raise any objection thereto and hereby consents to the same.**
- c) **After the formation of the Association or the Co-operative Society or the Private Limited Company, as the case may be, the Purchaser shall pay such amounts for the aforesaid purposes as may be demanded by the Seller.**
- d) **So long as each unit in the said Building at the said Premises shall not be separately mutated and measured, the Purchaser shall pay the proportionate share of all rates and taxes assessed on the whole premises including the charges for loss of electricity while in transmission to the Purchaser/s from the date of possession, such proportion is to be determined by the Seller on the basis of the area of such unit in the said Building.**
- e) **If the Purchaser fails to pay the aforesaid expenses or part thereof, within time as aforesaid, the Purchaser shall be liable to pay interest at the rate of 18% percent per**

annum And further that if any dues remain unpaid for sixty days, the Sellers or upon formation of such association or Co-operative Society or Private Limited Company shall be at liberty to disconnect and/or suspend all common services attached to the Purchaser' Unit such as water supply, electricity connection, use of lifts, cable connection etc. till such dues with interest are paid and shall also be liable to pay the common expenses for such suspension period as well as reconnection charges.

#### **ARTICLE XI - FORCE MAJEURE**

**11.1 The Sellers shall not be regarded in breach of any of the terms and conditions herein contained and on the part of the Sellers to be performed and observed if it is prevented by any of the conditions herein below:**

**i) Fire or explosion**

**ii) Earthquake and lightning**

**iii) Riots, Civil disturbance, insurgency, enemy action or war.**

**iv) Temporary or permanent interruption in the supply of materials or utilities serving the project in connection with the work.**

**v) Injunction or orders of any government, civic bodies, Maheshtala Municipality or any other authorities.**

**vii) Any other unavoidable circumstances beyond control of the Sellers**

#### **ARTICLE XII - MISCELLANEOUS**

**12.1 The Purchaser have committed himself / herself and/or has assumed the complete responsibility and obligation to get this Agreement registered and provide proper stamp duty and/or make payment of any deficiency in the stamp duty and in no event the Seller shall be liable and/or responsible for the same.**

**In case of any failure on the part of the Purchaser in getting this document and/or agreement properly stamped and if the Seller has to provide this agreement in evidence then any amount which may become payable on account of deficient**

stamp duty, registration charges, penalty and interest shall be paid borne and discharged by the Purchaser and the Purchaser have agreed to indemnify and keep the Sellers indemnified from and against all costs charges claims actions suits and proceedings.

- 12.2** In the event of the Purchaser obtaining any financial assistance and/or housing loan from any bank and/or financial institution the Seller is hereby authorized and empowered to act in accordance with the instructions of the bank and/or financial institution in term of the agreement between the Purchaser and the Bank and/or financial institution SUBJECT HOWEVER the Seller being assured of all amounts being receivable for sale and transfer of the said Flat/Unit and in no event the Seller shall assume any liability and/or responsibility for any loan and/or financial assistance which may be obtained by the Purchaser from such Bank and/or Financial Institution.
- 12.3** This Agreement is personal and the Purchaser shall not be entitled to transfer let out mortgage grant lease in respect of the said Unit without the consent in writing of the Sellers until such time the full amount of consideration has been paid by the Purchaser to the Sellers and the Purchaser performing and observing all the other terms and conditions herein contained and on the part of the Purchaser to be performed and observed PROVIDED HOWEVER after the full payment of the entire consideration amount the Purchaser shall be entitled to let out, grant, lease and/or mortgage and/or in any way deal with the said Unit for which no further consent of the Sellers be required.
- 12.4** The right of the Purchaser shall remain restricted to the said Unit and in no event the Purchaser shall be entitled and hereby agrees not to claim any right over and in respect of the other parts or portions of the said building and the said Premises.
- 12.5** For the purpose of facilitating the construction of the said Unit in the aforesaid building the Sellers can apply for and obtain financial assistance from banks and other financial institutions.
- 12.6** The name of the building shall be SHYAM BHOOMI or any other name that the seller may decide and will not be changed without the consent of the Seller.
- 12.7** The Sellers and the Purchaser have entered into this Agreement purely on principle to principle basis and nothing stated herein shall be deemed to constitute a

partnership between the Sellers and the Purchaser or to be construed as a joint venture or joint ventures between the Purchaser and the Sellers nor shall the Sellers and the Purchaser constitute an association of persons. Such party shall keep the other party duly indemnified from and against the same.

- 12.8 No Obstruction by Purchaser to Further Construction:** The Developer and the Land Owners shall be entitled to construct further floor on and above the top roof of the Said Building and/or make other constructions elsewhere on the Said Property/Said Complex and/or extend the said project. For or relating to any such constructions, additions or alterations, etc., the Developer shall have the right to do all acts deeds and things and make all alterations and connections and to connect all existing utilities and facilities available at the Said Property to such addition or new extension as it deems expedient to use and enjoy the same and the Purchaser shall not obstruct or object to the same. The Purchaser also admits and accepts that the Developer and/or employees and/or agents and/or contractors of the Developer shall be entitled to use and utilize the Common Portions for movement of building materials and for other purposes and the Purchaser shall not raise any objection in any manner whatsoever with regard thereto.
- 12.9 This Agreement contains the entire Agreement of the parties and supersedes all other agreements arrangements, understanding or brochure and in no event the Purchaser shall be entitled to set up any oral Agreement and no oral representation or statement shall be considered valid or binding upon either of the parties nor shall any provision of this Agreement be terminated or waived except by written consent of both the parties. The Purchaser acknowledges upon signing this agreement, conditions, stipulation, representations guarantees or warranties have been made by the Sellers other than what is specifically set forth herein.**
- 12.10 At or before entering into this Agreement the Seller has made known to the Purchaser that the Seller from time to time may add and amalgamate or cause to be added further areas and/or lands being adjacent and/or contiguous to the said Premises to form part of the said Residential Complex (hereinafter referred to as the said ADDITIONAL AREA) with the intent and object that such Additional Area as and when acquired by the Seller as the case may or as and when the Seller may in its absolute discretion decide, may form an integral part of the said Residential Complex and the said Additional Area and/or the building and/or buildings to be constructed erected and completed thereon without any right or claim of the Purchaser into or upon the said additional area will be entitled to all facilities,**

utilities and / or amenities available to the Flat Owners in the said Residential Complex SUBJECT TO their contributing the proportionate share of the maintenance charges and outgoings payable AND THAT all the Flat Owners and/or occupants of the building and/or buildings constructed erected and completed on the said Additional Area shall be entitled to have free ingress in and egress from all pathways, passages and roads forming part of the said Residential Complex.

12.11 It is hereby expressly agreed by and between the parties hereto that nothing herein contained shall be construed to be a "WORKS CONTRACT" and it is hereby further agreed by and between the parties hereto that in the event of the Seller being liable to make payment of any sales tax, work contract tax, service tax, value added tax or any other statutory duty in respect of said flat/unit and/or this Agreement, the Purchaser shall be liable and agrees to make payment of the same before taking over possession of the said Flat and/or Unit and if such liability shall be known thereafter, the Purchaser shall pay the same upon being informed and called for by the Sellers in that behalf.

12.12 **No Rights of or Obstruction by Purchaser:** All open areas in the Said Property proposed to be used for open car parking spaces do not form part of the Common Portions within the meaning of this Agreement and the Developer and the Land Owners shall have absolute right to sell, transfer and/or otherwise deal with and dispose of the same or any part thereof.

12.13 **Variable Nature of Land Share and Share In Common Portions:** The Purchaser fully comprehends and accepts that (1) the Land Share and the Share In Common Portions is a notional proportion that the built up area of the Said Flat bears to the total built up area of the Said Complex (2) if the area of the Said Building/ Said Complex is recomputed by the Developer (which the Developer shall have full right to do and which right is hereby unconditionally accepted by the Purchaser), then the Land Share and the Share In Common Portions shall vary accordingly and proportionately and the Purchaser shall not question any variation (including diminution) therein (3) the Purchaser shall not demand any refund of the Total Price paid by the Purchaser on the ground of or by reason of any variation of the Land Share and the Share In Common Portions and (4) the Land Share and the Share In Common Portions are not divisible and partible and the Purchaser shall accept (without demur) the proportionate share with regard to various matters, as be determined by the Developer, in its absolute discretion.

**ARTICLE XIII - DOCUMENTATION AND PROFESSIONAL CHARGES**

- 13.1 Appointed Legal representative of the DEVELOPER has prepared this Agreement and 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 discretion 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 as follows. The Purchaser despite their obligations to pay the remuneration and fees to the said Advocates shall be at liberty to consult any other lawyer/ advocate for any independent advice PROVIDED HOWEVER such consultation for independent advice will not absolve the Purchaser of its responsibility to pay the remuneration as herein provided.**
- 13.2 The Purchaser despite their obligations to pay the documentation charges inclusive of fees to the said Advocates shall be at liberty to consult any other lawyer/ advocate for any independent advice PROVIDED HOWEVER such consultation for independent advice will not absolve the Purchaser of its responsibility to pay the documentation charges.**
- 13.3 All Stamp Duty, Registration charges and other incidental expenses and/or in relation to conveyance of the said 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.**

**ARTICLE XIV- NOTICE**

- 14.1 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.**

**ARTICLE XV - ARBITRATION**

- 15.1 All disputes and differences between the parties hereto regarding the interpretation of any of the terms and conditions herein contained or touching these presents or determination of any liability shall be entitled to by notice in writing (Arbitration Notice) to the other party, refer such dispute for final resolution by binding arbitration in accordance with the provision of the Arbitration and Conciliation Act, 1996.
- 15.2 The Arbitral Tribunal shall be composed of one arbitrator who shall be nominated by both the parties. All proceedings in any such arbitration shall be conducted in English. The proceedings shall be held only in Kolkata, West Bengal.
- 15.3 The Arbitrator shall have summary power.
- 15.4 The Arbitrator shall have power to give interim awards and/or directions.
- 15.4 It will not be obligatory on the part of the Arbitrator to give any reasoned or speaking award.

#### ARTICLE XVI - JURISDICTION

- 16.1 Court of the District Judge, Alipore, District Forum, South 24 Parganas, and the High Court of Kolkata shall have jurisdiction to entertain and try all actions suits and proceedings arising out of this Agreement.

#### THE FIRST SCHEDULE ABOVE REFERRED TO

ALL THAT piece of parcel of Bastu Land measuring 23 Cottahs 09 Chittaks 40 Sqft more or less together with structure thereon under MOUZA – SHYAMPUR, L.R. Dag No.1148, 1149, 1144, R.S. Khatian No.101, L.R. Kri Khatian No.647, 1090, 1049, 1188 & 596 in Dag No. 920, 921 , 916, Touzi No. 357, J.L. No. 46, now within the limits of Maheshtala Municipality, Ward No.35, Holding No. F2-124/New, B.B.T. Road, Right Side Towards Kolkata, Police Station- Maheshtala, Kolkata-700137, District– 24 Parganas (South), and butted and bounded by :-

ON THE NORTH : Pond and land of Kamal Dutta & others.  
 ON THE SOUTH : R.S. DAG No. 922, 923, 926.  
 ON THE EAST : Pond of Gobinda Chatterjee.

ON THE WEST : Common Passage.

**THE SECOND SCHEDULE ABOVE REFERRED TO**

ALL THAT the Flat No.... on the First floor of the said building consisting of Three Bed Rooms, One Living-cum-Dining, One Kitchen, Two Toilets, One Balcony etc. now in course of construction on the said Premises (more fully and particularly described in FIRST SCHEDULE hereinabove written) containing by admeasurement .... Sq.ft. built up area TOGETHER WITH the undivided share in the common parts, portions, areas, facilities & amenities which works out to be .... Sq.ft. Super Built-up area and also TOGETHER WITH THE proportionate undivided impartible variable share in the land at the said premises.

**THE THIRD SCHEDULE ABOVE REFERRED TO**  
**(PAYMENTS)**

The Purchaser shall pay to ENLIGHTEN INFRA PROJECTS PVT LTD. a total sum of Rs...../- (Rupees .....) only towards the sale and transfer of the said Flat including the undivided proportionate share of land with super-structures/flat finishing work with common areas and will be paid by installments in the manner as follows :-

1.	Booking	10%	Rs.
2.	Foundation	10%	Rs.
3.	Ground floor Casting	10%	Rs.
4.	1 <sup>st</sup> floor Casting	10%	Rs.
5.	2 <sup>nd</sup> floor Casting	10%	Rs.
6.	3 <sup>rd</sup> floor Casting	10%	Rs.
7.	4 <sup>th</sup> Casting	10%	Rs.
8.	Brick work completion	10%	Rs.
9.	Electrical & Sanitary	10%	Rs.
10.	Possession or Registration	10%	Rs.
			=====
			Rs.
			=====

(Rupees.....) only.

**THE FOURTH SCHEDULE ABOVE REFERRED TO**  
**(COST,EXPENSES,ADVANCES & DEPOSITS)**



Particulars of costs, deposits and/or advances (free of interest) to be paid to and/or kept with the Sellers before taking delivery of possession of the said Unit.

- (a) For Proportionate share of the Service Charges for HT/LT electric connection to be paid to CESC Ltd. or any other authorities for the power connection as per their demand, to entirety of the building including cost of installation of transformer and other equipment
- (b) Deposits and charges for obtaining separate meter for the said Flat/Unit directly from CESC.
- (c) Cost of the maintenance, electric charges, Municipal Tax, Govt. Rents for common areas and charges for formation of Association will be borne by the Purchaser and other owners/occupiers of the other Flat owners jointly it will be decided by the Flat Developer and/or Flat Owners Association, as and when formed.
- (d) Cost of Generator load for pre determined amount of KVA per Flat/Unit at actual, as finalized by the SELLER.
- (e) For GST(Goods & Service Tax) and other taxes and duties, if any, will be borne by the Purchaser extra as would be applicable at actual.

**THE FIFTH SCHEDULE ABOVE REFERRED TO**  
**(MAINTENANCE/ COMMON EXPENSES)**

1. All proportionate costs of maintenance, operations repairs, replacement services and white washing, painting rebuilding, reconstructing, decorating redecorating of all other common areas/ parts its fixtures fittings electrical wiring and equipment in under or upon the building enjoyment or used common by the occupiers of the building.
2. The salaries and other expenses incurred for and payable to pay person employed for common purposes including security, electrician, maintenance, plumber, administration, of the building, accountant, clerks, gardeners, sweepers, liftmen etc.
3. Insurance premium for insuring the building and every part thereof against earthquake, damages, fire, lightening, mob violence, civil commotion etc.

4. **Expenses for supplies of common utilities electricity water charges etc. payable to any concerned authorities and/or organization and payment of all other incidental thereto.**
5. **Municipal and other rates and taxes and levies and all other outgoings save those which would be separately assessed and/or incurred in respect of any unit or portion or land.**
6. **Costs and establishment and operational charges of the Sellers of the Association of the Co-operative Society or Private Limited Company relating to common expenses.**
7. **All such other expenses and outgoings as are deemed by the Sellers and/or the Association or Co-operative Society or Private Limited Company to be necessary for or incidental thereto.**
8. **Electricity expenses for lighting all the common parts outer walls of the building, parking space and for operation of all the common areas.**
9. **Operational cost of the Cable Connection, Intercom, EPABX, close circuit TV.**
10. **Operational cost, maintenance, replacement of the lift.**
11. **Capital expenses cost for charge or replacement of any equipment.**
12. **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.**
13. **Painting with quality paint as often as may (in the opinion of the Holding Organisation) be necessary and in a proper and workmanlike 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 colouring all such parts of the property as usually are or ought to be.**
14. **Keeping the gardens and grounds of the property generally in a neat and tidy condition and tending and renewing all lawns flowers beds shrubs trees forming part thereof as necessary and maintaining repairing and where necessary reinstating any boundary wall hedge or fence.**
15. **Keeping the private road in good repair and clean and tidy and edged where necessary and clearing the private road when necessary.**
16. **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 parts and halls passages landing and stair cases and all other common parts of the building.**
17. **Cleaning as necessary of the areas forming parts of the property.**
18. **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 Seller may think fit.**
19. **Providing and arranging for the emptying receptacles for rubbish.**

20. **Paying all rates taxes duties charges assessments and outgoings whatsoever (whether central state or local) assessed charged or imposed upon or payable in respect of the building or any part thereof excepting in so far as the same are the responsibility of the individual Owners/occupiers of any flat/unit.**
21. **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 Purchaser of any flat/unit.**
22. **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 flats.**
23. **Employing qualified accountant for the purpose of auditing the accounts in respect of the maintenance expenses and certifying the total amount thereof for the period to which the account relates.**
24. **Complying with the requirements and directions of any competent authority and with the provisions of all statutes and all regulations orders and bye-laws made thereunder relating to the building excepting those which are the responsibility of the occupier of any flat/unit.**
25. **The Purchase maintenance renewal and insurance of equipment as the Seller may from time to time consider necessary for the carrying out of the acts and things mentioned in this schedule.**
26. **Administering the management company staff and complying with all relevant statutes and regulations and orders thereunder and employing suitable persons or firm to deal with these matters.**
27. **The provision maintenance and renewal of any other equipment and the provision of any other service which in the opinion of the Management company/Holding Organisation it is reasonable to provide.**

**THE SIXTH SCHEDULE ABOVE REFERRED TO**

1. **The foundation columns beams supports corridors lobbies stairs stairways landings entrances exits and pathways.**
2. **Drains and sewers from the premises to the Municipal Duct.**

3. **Water sewerage and drainage connection pipes from the Units to drains and sewers common to the premises.**
4. **Toilets and bathrooms for use of durwans, drivers, maintenance staff of the premises.**
5. **The durwans & maintenance staff rest room with electrical wiring switches and points fittings and fixtures.**
6. **Boundary walls of the premises including outer side of the walls of the building and main gates.**
7. **Water pump and motor with installation and room therefore.**
8. **Tube well water pump overhead tanks and underground water reservoirs water pipes and other common plumbing installations and spaces required thereto.**
9. **Transformer electrical wiring meters and fittings and fixtures for lighting the staircase lobby and other common areas (excluding those as are installed for any particular unit) and spaces required therefore.**
10. **Windows/doors/grills and other fittings of the common area of the premises.**
11. **Generator its installations and its allied accessories and room if any.**
12. **Lift and stair for common use.**
13. **Such other common parts areas equipments installations fixtures fittings covered and open space in or about the said Premises and/or the building as are necessary for passage to or use and occupancy of the units as are necessary.**

**THE SEVENTH SCHEDULE ABOVE REFERRED TO**  
**(MATERIALS/SPECIFICATIONS)**

1. **Structure : R.C.C. framed structure.**
2. **Doors : Quality wooden frames and solid core flush/panel shutters.**
3. **Windows : Aluminum windows.**

4. **Living/Dining : (a) Flooring: Vitrified tiles, (b) Electrical: Concealed copper wiring with latest switches, Provision for telephone, television and intercom.**
5. **Bedrooms : (a) Flooring: Vitrified tiles. (b) Electricals: Concealed copper wiring with latest switches. Provision for telephone and A. C. points in master bedroom.**
6. **Kitchen : (a) Flooring: Ceramic tiles. (b) Electricals: Concealed copper wiring with latest switches. Provision for adequate plug points for appliances. (c) Counter: Granite slab with stainless steel sink. (d) Wall tiles: Ceramic tiles up to 2'-6" height above cooking platform.**
7. **Toilets : (a) Flooring: Anti-skid Ceramic tiles. (b) Electricals: Concealed copper wiring with latest switches. Provision for adequate light and geyser point. (c) Wall Tiles: Wall dados in ceramic tiles upto door height. (d) Sanitary Ware: Quality chromium plated fittings, White Porcelain ware.**
8. **Lifts : Lift for common use of standard make.**
9. **Exterior : Durable outer finish.**
10. **Interior : Durable POP finish.**

**IN WITNESSES WHEREOF, the DEVELOPER and PURCHASER and the CONFIRMING PARTY above-named hereunto put their respective hands and seal the day, month and year first above written.**

**SIGNED SEALED AND DELIVERED**

**at Shyampur IN PRESENCE OF :**

**1.**

=====

**SIGNATURE OF THE**

**DEVELOPER**

**SIGNED SEALED AND DELIVERED**

**AT Shyampur IN PRESENCE OF :**

**1.**

=====  
**SIGNATURE OF THE PURCHASER**

**SIGNED SEALED AND DELIVERED**

**AT Shyampur IN PRESENCE OF :**

**1.**

=====  
**SIGNATURE OF THE OWNERS/CONFIRMING PARTIES.**

**MONEY RECEIPT**

**Received with thanks a sum of Rs...../- (Rupees .....) only out of the total consideration of Rs...../-(.....) only.**

=====  
**Rs.**  
=====

**(Rupees .....) only.**

**DRAFTED AND PREPARED BY ME:-**

**SATADRU ADAK**

**- ADVOCATE**

**Reg. No.- WB(F)/1310/2016**

**Alipore Judges' Court,**

**Kolkata-700027.**

**Computer typed by me :-**