

AGREEMENT

BETWEEN

**ANIL KUMAR CHAKRABORTY
CHANCHAL KUMAR CHAKRABORTY
BARUN KUMAR CHAKRABORTY
PRATIMA CHAKRABORTY
AMIYA CHAKRABORTY
SONALI MUKHERJEE**

---- OWNER

AND

**MAYFAIR VILLA PVT. LTD.
- DEVELOPER**

AND

Shri/Smt./Messers.....

.....Purchaser/Purchasers

Unit/Flat No... ..on... ..Floor, Block

**MAYFAIR PLATINUM
Mouza – Khasmullick,
P.O.- Dakshin Gobindapur, P.S.-Baruipur
Kolkata -700 145, 24 PGS (South)**

***Developers :* MAYFAIR VILLA PRIVATE LIMITED**

Regd. Off : JASMINE TOWER,

Unit No. 602 & 603, 6th Floor,

31, Shakespeare Sarani,

Kolkata – 700 017

Phone : 2283 1270, 2283 3228

E-mail : rahul27525@yahoo.co.in

THIS AGREEMENT is made this day of Two thousand and BETWEEN

1) ANIL KUMAR CHAKRABORTY 2) CHANCHAL KUMAR CHAKRABORTY 3) BARUN KUMAR CHAKRABORTY, all sons of Late Keshab Lal Chakraborty **4) PRATIMA CHAKRABORTY**, wife of Late Sunil Chakraborty **4A) AMIYA CHAKRABORTY**, son of Late Sunil Chakraborty **4B) SONALI MUKHERJEE**, wife of Gautam Mukherjee, all by faith Hindu, (1 to 4A) residing at Khas-mullick, Police Station –Baruipur, District-South 24 Parganas and (4B) 36/7/1, Bhattacharjee Para Lane, Ramrajatala, Howrah-711104 represented herein by their Constituted Attorney **SRI RAHUL GUPTA**, son of Sri Shishir Kumar Gupta, by occupation - business, by religion – Hindu, having his office at Jasmine Tower, unit No. – 602 & 603, 6th Floor , 31, Shakespeare Sarani, Kolkata – 700 017 hereinafter called “THE OWNERS” (which expression shall unless excluded by or repugnant to the context shall be deemed and mean to include his legal heirs, legal representatives, administrators, executors and assigns) of the **FIRST PART**.

AND

MAYFAIR VILLA PVT. LTD., Company, having its registered office at Jasmine Tower, unit No. – 602 & 603, 6th Floor , 31, Shakespeare Sarani, Kolkata – 700 017 and represented by its Director, **SRI RAHUL GUPTA**, son of Sri Shishir Kumar Gupta, by occupation - Business, by religion – Hindu hereinafter called “THE DEVELOPER” (which expression shall unless excluded by or repugnant to the context shall deemed and mean to include its successors-in-interest and office, executors, administrators and assigns) of the **SECOND PART**.

AND

MR. Son/Daughter/wife of..... by religion , by occupation residing at hereinafter called “THE PURCHASER” (Which expression shall unless excluded by or repugnant to the context shall be deemed and mean to includes his/her heirs, executors , legal representative administrators and assigns) of the **THIRD PART**.

(2)

WHEREAS :

- (A) The terms in this agreement shall unless it be contrary or repugnant to the context have the meaning assigned to them in the First Schedule hereto.
- (B) That the First Part herein is the absolute Owners of ALL THAT piece and parcel land containing an area measuring more or less 47 Cottahs at Mouza Khasmullick, J.L. No.35 corresponding to R.S. and L.R. Dag. No.73 & 75 within the limit of Hariharpur Gram Panchayet, Police Station –Baruipur in the District of 24 Parganas(South).
- (C) The owners are well and sufficiently entitled to the premises at Mouza Khasmullick, J.L. No.35 under R.S. Khatian No.168 corresponding to R.S. & L.R. Dag No.75, R.S. Khatian No.396 corresponding to R.S. & L.R. Dag No.73 and R.S. Khatian No.168 corresponding to R.S. & L.R. Dag No.75 within the limit of Hariharpur Gram Panchayet, P.O.- Dakshin Gobindapur, P.S. – Baruipur, Kolkata-700 145 in the District of 24 Parganas(South) described in the second schedule free from all encumbrances whatsoever. The owners have appointed the Developer for the purpose of developing and constructing new multistoried building on the premises comprising several units of residential flats and garages etc. Accordingly the Developer has obtained a plan sanctioned by South 24 PGS. Z.P. vide Plan No.293/423/KMDA dtd. 11.02.2014 and approved by Hariharpur Gram Panchayet, Baruipur, South 24 Parganas vide No.70 dtd. 14.02.2014.
- (D) The purchaser has agreed to acquire the said unit as mentioned in Part 1 of Annexure ‘A’ in the manner and on the terms and conditions hereunder contained.

NOW IT IS HEREBY AGREED AND DECLARED :

1. TITLE & PLANS : The rights and properties herein agreed to be acquired by the purchaser are free from all encumbrances, the purchaser has however, satisfied himself about the plans and title of the Vendor and agrees not to raise any objection with regard thereto. The Owner Cum Developer shall be at liberty to make such changes in the Plans as they deem expedient with the approval of the Architects.
2. CONSIDERATION & INSTALMENT : For the total consideration mentioned in part 2 to be paid in installments mentioned in part 3, the purchaser agrees to acquire the said described in part 1 Annexure ‘A’.
 - 2.1 In case upon completion, the covered area of the said unit varies from that mentioned in part 1 of Annexure “A” then the said total consideration shall vary accordingly and the amount of variation shall either be adjusted in last installment of consideration and/or be settled by payment on the date of possession.
3. SALE & CONSTRUCTION OF UNIT : The total consideration mentioned as cost of flat in part 2 of Annexure ‘A’ shall be and be deemed to the consideration payable to the Owner Cum Developer for having constructed completed and made habitable the said unit and the common portion unless it is agreed that the Owner Cum Developer shall have the said unit completed in its own account and convey the same to the purchaser simultaneously with the conveyance of the undivided share.

- 3.1 In case the said Unit is to be completed and then sold the entire consideration Mentioned in part 2 of Annexure 'A' shall be the sale price and/or consideration for the completed unit.
4. TERMS & CONDITIONS OF SALE : On completion of the sale and/or construction in terms hereof the purchaser shall become the sole and the absolute owner of the said unit free from all encumbrances save the usual easements and condition inherent in ownership of flats and save as mentioned herein.
- 4.1 Under the terms of sale and/or otherwise :
- a) The purchaser shall have the unfettered right to sell, transfer, mortgage, lease out and otherwise transfer the said unit and shall also have the right to use and enjoy the same and the rents, issues and profits thereof subject to the payment by the purchaser of all taxes and outgoings including maintenance charges in respect of the unit and/or proportionately in respect of the premises with only such minimum reasonable restrictions as be deemed expedient for common purpose, however, if the purchaser has to mortgage the flat, against loan taken, then his right is subject to such mortgage.
 - b) The purchaser will be entitled to use and enjoy the common portions only to the extent required for ingress and the egress from the said unit of men, materials and utilities the purchaser shall not have any other right of use of other open or covered space, and the roof of the building jointly with other co-owners.
 - c) The purchaser shall not in any manner obstruct any construction that the Owner Cum Developer may make on any part of the premises including the terrace and/or enjoyment or the alienation thereof by the Owner Cum Developer and purchaser.
5. MANNER OF COMPLETION : The Owner Cum Developer shall complete and make habitable the said unit as a decent and respectable residential unit in the manner mentioned in the Fourth Schedule hereto within months and shall install and/or complete the common Portions described in Third Schedule hereto within six months thereafter; subject to unforeseen circumstances beyond the control of the Owner Cum Developer.
6. EXTRAS : In addition to the said total consideration, the purchaser shall also pay to the Developer its proportionate costs and charges for :
- a) Proportionate cost for generator other than given 0.4 KVA / 0.5 KVA load for 2BHK / 3BHK accordingly.
 - b) Forming association for common purpose;
 - c) Increase in costs due to force majeure or other unforeseen reason or act of God or work lying stopped for more than 6 months due to the aforesaid reasons : and
 - d) Betterment of other levies that may be charged on the premises or the said unit or its transfer or construction in thereto partially or wholly.
- 6.1 The purchaser shall also pay wholly :
- a) The fees of the advocates Stamp duty, Regd. fees etc. applicable for the execution of this agreement and also the conveyance deed @1% .
 - b) Cost of providing electric meter in the said unit but the purchasers can also procure electric meter on his own and increased costs of the vendor due to any variation or extra work over that mentioned.
 - c) VAT/GST/SALES TAX if and when applicable.
 - d) The stamp fees, Registration charges and miscellaneous expenses for all documents to be executed in pursuance hereof.

- e) Service Tax as applicable.
 - f) Proportionate Cost for installation and security deposit for transformers.
- 6.2 All the said amounts shall be paid by the date of possession or within 7 days of the demand by the Developer whichever be earlier, in case the exact liability or any head cannot be quantified then the payment shall be made according to Developer's estimation subject to subsequent accounting within reasonable period.
- 6.3 CHANGE IN SPECIFICATIONS/SUPER BUILT AREA :
- (i) That the allotment of the Apartment is subject to alterations necessitated during the construction of the Apartment. The Developer in pursuance thereof reserve the right to effect suitable and necessary alterations in the layout plan which may involve change in the position and boundary of the Apartment. If due to such change if there is any increase / decrease in super built area the revised price shall be calculated at the original rate at which the Apartment was booked for Allotment.
 - (ii) That it is understood by the purchaser(s) that there could be variations in the super built area of the Apartment or its location and in such an event no claim monetary or otherwise will be entertained or accepted by the Developer except that the original rate per sq.ft. and other charges will be applicable on the increase or decrease of the area. The Developer will be liable to refund the extra price and other additional proportionate charges recovered from the purchaser(s) or the Developer shall be entitled to recover from the purchaser(s) the additional price and the proportionate charges without interest as the case may be. The purchaser(s) shall satisfy himself in respect of the design specifications fittings etc. used by the Developer in the Apartment at the time of delivery of the Apartment.
7. MISCELLANEOUS CONVENANTS DURING CONSTRUCTION : Until delivery of possession of the said Unit to the Purchaser the Developer shall exclusively be entitled to possess the said unit/flat and the premises and every part thereof.
- 7.1 The purchaser shall not deal with, let out encumber or transfer the said unit/ flat without the consent in writing of the Developer's first had and obtained until possession of the said unit is delivered to the purchaser.
8. POSSESSION : Upon making the said unit habitable, the Developer shall give a notice thereof to the purchaser who shall within 15 days of its service take possession of the said unit/flat after fulfilling all their covenants hereunder. The purchaser shall unless take possession earlier, be deemed to have taken possession on the 15th day of the service of the said notice irrespective of when he has taken actual physical possession (the date of possession or the deemed date of possession whichever is herein called "the date of possession").
- 8.1 Before taking possession of the flat the purchaser shall inspect the same in all respects about the completion of flat in presence of our site in charge. If no inspection is taken within the stipulated time i.e. 15 days shall be deemed that such a right is waived.
- 8.2 As after the date of possession the purchaser shall not raise any objection or claim regarding completion of the said unit of any nature whatsoever.
9. DOCUMENTS RELATING TO TRANSFER : Within 15 days of being required by the Vendor to do so the purchaser shall accept execute complete and/or deliver to the Developer such documents Statements affidavits and authorities as be deemed advisable by the Advocates in pursuance thereof.
- 9.1.1 The Deed of Transfer of all the flats within the complex shall be executed and registered by Builder after completion of the Flats and receipt of full consideration and all other dues from the respective allottee subject to allottee taking possession of the Flat. The deed of transfer will be drafted by the Solicitors/Advocates of Builder and shall be in such form and contain such particulars as may be approved by Builder.

(5)

10. MANAGEMENT, MAINTENANCE AND COMMON ENJOYMENT : As from the date of possession the purchaser covenants :
- a) To co-operate with the Developer in the management and maintenance of the premises and formation of the Association;
 - b) To observe the rules framed from time to time by the Developer or the association for common purpose.
 - c) To allow the Developer and its workmen to enter the said unit for common purpose.
 - d) To pay and bear the common expenses in respect of the Premises proportionately and for the said unit wholly.
 - e) Maintenance will be collected for 12 months in advance immediately on possession of the said flat. After the expiry of 12 months from the date of first possession the Developer will hand over the building to the Occupants/Flat Owner's Association.
 - f) Till the registration formalities of the said flat is complete the purchaser shall inform the Developer before letting out or part with the possession of the said unit only after prior information in writing to the Developer of the full particulars of the occupant and rent and all other charges and benefits receivable by the purchaser in respect thereof the extent necessary for assessment of the liability for rates, taxes and imposition. It is being clarified that in case of sale only prior information will be necessary of its intention to transfer but purchaser will not be required to disclose the consideration or terms of sale:
 - g) To deposit the amount reasonably by the Developer towards the purchaser's liability for the rates, taxes and other outgoing.
 - h) To pay for electricity and other utilities consumed in or relating to the said unit as per the actual cost borne by the Developer.
 - i) To use the said unit only for the purpose it is constructed unless otherwise permitted by the Developer;
 - j) Not to put any article including name plate and letter box save at the place approved or provided by the Developer; and
 - k) Not to alter the outer elevation of the building or any part thereof nor decorate the exterior of the building otherwise than in the manner agreed by the Maintenance in-charge in writing or in the manner as near as may be in which it was previously decorated. The balance should be painted as per specific laid down by the Developer.
 - l) Not to carry or cause to be carried on any obnoxious injurious noisy dangerous hazardous illegal or immoral act deed or activity in or through the unit.
 - m) Observe such other covenants as be deemed reasonable by Advocates and/or are included in the conveyance.
- 10.1 Until formation of the Association the Developer shall manage and common expenses, a fixed amount calculated at the rate advised by the Architects subject to minimum of Rs.2.00 (Rupees Two only) per square feet per month of the super built area of the said unit subject to increase according to the rise in relevant price index from time to time.
- Other than the maintenance charges the recurring charges towards running and operation of the Generator to be calculated in the manner following :-
- i) Fuel charges on the basis of the KWH meter and the applicable fuel rates.
 - ii) Annual Maintenance Contract and monthly running and maintenance charges on the basis of the monthly rates.
 - iii) Proportionate share of expenses of capital nature to be incurred / likely to be incurred by Mayfair or the Maintenance in-charge on account of major repairs, replacement etc. , of such generator.
 - iv) Government duty at applicable rates on alternate generation of power.
- Annual Maintenance Contract and any major break down of Elevator/Gym/Playroom does not include in maintenance charges and a separate bill will be raised when applicable.

Maintenance charges does not include maintenance of inside area of flat/apartment premises like any breakage, cracks, damp, seepage, any wear and tear, plumbing maintenance, electrical maintenance, carpentry, hardware maintenance etc.

- v) The Developer / maintenance in-charge in this matter is under no obligation to the Purchaser/Flat Owner's Association or any other authority to show the Books of Accounts or give any account wise details or part with any information whatsoever in respect to the maintenance charges or any other charges levied on the purchaser.
- 10.2 The deposit for the Gram Panchayet rates and taxes from time to time shall be as per the advice of the Advocates according to the laws then prevailing.
- 10.3 The said payments and/or deposits shall be made with the 7th day of each month for which the same be due in case of monthly payments and otherwise within 7 days of the Developer's/Association's demand.
- 10.4 All amounts to be deposited by the purchaser in pursuance hereof shall be utilised only for the purpose for which the same are made respectively subject however to the other provisions hereof .
- 10.5 In the event of the purchaser failing and/or neglecting or refusing to make payment of the maintenance charges, Gram Panchayet rates and taxes, common expenses or any other amount payable by the Purchaser under these presents within a period of seven days from the date on which such sum becoming due or payable and/or in observing and performing the covenants terms and conditions of the Purchaser hereunder, then without prejudice to the other remedies available against the Purchaser hereunder, the purchaser shall be liable to pay to Mayfair or the Maintenance in-charge interest at the rate of 18% per annum on all the amounts in arrears and without prejudice to the aforesaid, the maintenance in-charge shall be entitled to:
- (i) Disconnect the supply of electricity to the Unit.
 - (ii) Withhold and stop all other utilities and facilities (Including lifts, Generator etc.) to the purchaser and its servants, visitors, guests, tenants, licenses and/or to the unit.
 - (iii) To demand and directly realize rent and/or other amounts becoming payable to the purchaser by any tenant or licensee or other occupant in respect of the Unit.
11. ASSOCIATION : The allottees of the flats will have to form a registered Flat Owners' Association under the provision of the West Bengal Apartment Ownership Act 1972 and its subsequent amendments from time to time, for taking over charge of the management and maintenance of common areas and facilities of individual blocks. Such an association is to be formed only with prior permission of the Holding Organisation. The association will frame by-laws for management and maintenance of the above mentioned common areas and facilities, under the aforesaid act and subsequent amendments from time to time and the same shall be binding upon all the allottees.
- 11.1.1 The Purchaser shall bear and pay the proportionate costs of formation and the expenses of the association.
- 11.2 The Developer shall upon completion of the building and of all transfers envisaged hereunder, transfer to the association all the Developer's rights and obligations with regard to common purpose and also transfer the residue then remaining of the deposits made by the co-owners for sinking fund after adjusting all amounts then remaining due and payable, by them to the Developer. The amount thus transferred shall be held by the association in the account of the co-owners respectively for the purpose thereof. The association and co-owners shall however remain liable to indemnify the Developer for all liabilities due to non-fulfillment of their respective obligations hereunder.
- 11.3 After the Developer makes the aforesaid transfer to the association all the rights and obligations of the Developer in regards to the common purposes shall stand transferred to the Association and only the Association shall be entitled thereof and obliged. All references to the Owner cum Developer therein shall henceforth be deemed to be references to the association.

12. **AGREEMENT OF PREMISES TO THE ASSOCIATION** : The Developer shall upon completion of the building in all respects and upon completion of all transfers envisaged hereunder and also upon completion of transfer of all rights and obligations of the Developer with regard to common purposes, transfer assign to the association its residual rights if any in the premises subject to the right, to the co-owners and subject to the Developer's rights reserved hereunder. The units and all proportion of the premises and the building save only the common portions shall be retained by Developer on the same terms mutatis mutandis as the co-owners.
13. **DEFAULTS** : In case the purchaser commits default in observing the covenants herein within time, then and on such event this agreement shall stand terminated and all rights and claims of the purchaser against the Developer, the Association, the premises and /or the said unit shall stand extinguished. The said unit, the undivided share and all other rights and interest of the purchaser in the premises and every part thereof shall also stand forfeited and/or vested in the Developer and the Developer shall be entitled to forfeit 10% of the total consideration mentioned herein, and the Developer shall also be entitled and/or transfer all rights and interest as aforesaid in his own favour and/or in favour of nominees without in anyway becoming liable to the purchaser.
- 13.1 Immediately upon termination or forfeiture as aforesaid the purchaser shall hand over vacant possession to the Developer of the said unit and all other parts in its possession of the premises and shall, until such delivery of possession, pay to the Developer profits and/or damages to be calculated at the market letting value of the said unit. In case the said unit be occupied by any one else, then such tenant or other occupant shall become liable to pay the Developer the rent, licence fees and all other amounts whatsoever becoming payable by him in respect of the said unit and the purchaser shall not claim, demand or receive any such payment or obstruct in Developer's collecting the same.
- 13.2 Without prejudice to the aforesaid the Developer and upon its formation the Association shall also be entitled to withhold all utilities and facilities to the purchaser and/or the unit including electricity, water supply, lift and/or other services during the time the purchaser is in defaults.
- 13.3 In case the Developer condones the default of the purchaser then in such event, the purchaser shall along with such dues and/or arrears, any compensation for the loss and/or damages suffered by the Developer and also interest at the rate of 21% per annum upto 60 days of delay from the respective due dates on all amounts remaining unpaid. Delay in payment of installments and all other dues beyond 60 days from the respective due dates shall not be condoned. In case of such delay, the allotment may be cancelled. In case of such cancellation Builder shall deduct applicable service charge and the allottees shall have no right and or lien on the flat. The Total deposit or installments paid by the allottee will be refunded without any interest and after deduction of the applicable service charge.
14. **FORCE MAJEURE** : The following shall be included in the reasons beyond Mayfair's control for giving possession of the Unit to the Purchaser:-
- (a) Storm, tempest, flood, earthquake and other Acts of God or Acts of Government, Statutory body etc.
 - (b) Strike, riot, mob air raid, order of injunction or otherwise restraining development or construction on the said land by any Court, Tribunal or Statutory Body, changes in laws for the time being in force resulting stoppage of construction on the said land.
15. **MISCELLANEOUS** :
- 15.1 The Developer shall always have the right to the roof and the parapet walls and to raise further storeys on the roof of the building and to make constructions on any part of the premises and to use enjoy, hold and transfer the same to any person. The Developer shall be entitled to allot and/or to provide a space within the project for installation of Transformer to the concerned Electricity Department for which the purchaser do hereby consent and execution of this agreement on behalf of the Purchaser shall be treated as 'No Objection Certificate' in this regard on his/her/their behalf.
- 15.2 The proportionate share of the purchaser in the various matters referred herein shall be such as be determined by the Developer and the purchaser shall be bound to accept the same notwithstanding there being minor Variants therein for the sake of convenience.

16. **ARBITRATION:** All disputes and differences by and between the Parties hereto in any way relating to or connected with premises and/or building and/or this agreement and/or anything done in pursuance hereof shall be referred for arbitration to such person as be appointed by the advocates to be adjudicated in accordance with the Arbitration & Conciliation Act. 1996. The Arbitrator shall have the right to proceed summarily and to make interim awards.
17. **JURISDICTION :** only the courts having jurisdiction over the Pvt. Ltd. firm shall have the jurisdiction in all matters relating to or arising out of this agreement in Kolkata only.
18. **NOTICE :** Any notice to be served hereunder by either of the parties on the other or others shall be deemed to have been served on the 4 th day of the date the same has been delivered for despatch to the postal authorities by registered post with acknowledgement due at the last known address of the parties hereto. Unless otherwise expressly mentioned herein all notices to be served hereunder on the other shall be deemed to have been served if served by hand or sent by registered post with acknowledgment due or by courier or by fax or by E-mail at the address or number of the other party mentioned hereinabove or notified herewith or hereafter in writing irrespective of any change or address return of the cover sent by registered post or otherwise without the same being served. None of the parties shall raise any objection as to service of the notice deemed to have been served as aforesaid.
19. The Purchaser opting for payment under installment payment Plan shall not be normally eligible to alienate and/or nominate (in full or in part) their interests in the allotted flats until full payment of all installments and interest due thereon, if any, is made to Builder except in deserving cases solely at the discretion of the Builder. However, transfer/alienation would be permitted in case full payment has been made by the allottee after payment of Nomination Fees.
20. **PARKING SPACE :** That the purchaser(s) shall be provided with parking space for exclusive use in the said complex after payment of cost, but the purchaser(s) shall not have any ownership rights over the parking space allotted to him/her/them. The car parking along with the Apartment shall be a right to use only which shall stand automatically transferred along with the transfer of the apartment. That the purchaser(s) shall not use the parking space provided for any purpose other than the parking of standardize car of the Purchaser(s).

THE FIRST SCHEDULE

Definitions

In this Agreement the terms used shall unless it be contrary and/or repugnant to the Context have the following meaning :

1. **ADVOCATES** shall mean such persons whom the Owner Cum Developer may appoint in due course of time.
2. **ANNEXURE :** 'A' shall mean the statement of particulars annexed hereto and marked 'A' which shall be a part of this Agreement.
3. **ARCHITECTS** shall mean such person whom the Owner Cum Developer may appoint from time to time as the Architects for the building.
4. **ASSOCIATION** shall mean a limited company, society, syndicate, or association to be promoted or formed by the co-owners for the common purposes.
5. **BUILDING** shall mean all or any of the building or the premises and such building or buildings will have such name as the Owner Cum Developer may think fit and proper.
BUILDING shall mean the building now being constructed or intended to be constructed on the said premises in accordance with the building plan sanctioned by the South 24 PGS. Z.P. & approved by Hariharpur Gram Panchayet, Baruipur and the same being hereinafter referred to as the said building.
BUILDING PLAN shall mean the plan or plans and/or revised plan or plans sanctioned by South 24 PGS. Z.P. vide Plan. No.293/423/KMDA dtd. 11.02.2014 & approved by Hariharpur Gram Panchayet, Baruipur, South 24 Parganas vide No.70 dtd. 14.02.2014..

6. CO-OWNER shall according to its context mean all persons who acquire or agree to acquire units in the building including the Owner Cum Developer for the units not alienated or agreed to be alienated.
7. COMMON EXPENSES shall includes all expenses to be incurred by the co-owners for the maintenance, management and upkeep of the building and the premises and/or expenses for common purposes including those mentioned in the fifth Schedule hereto.
8. COMMON PORTIONS : shall mean all the common areas, driveways, erections, constructions and installations comprised in the building those mentioned in the Third Schedule hereto the expressed or intended by Owner Cum Developer for common use and Enjoyment of the co-owners and shall include the land comprised in the premises wherever the context so permits.
9. COMMON PURPOSES : shall mean the purpose of managing and maintaining the building and the premises and in particular the common portions, collection and the premises and in particular the common portions, collection and disbursement of common expenses and delingwith the matter of common interest of the co-owners and relating to their mutual rights and obligations for the most beneficial use and enjoyment of their respective units exclusively and the common portions in common.
10. COVERED AREA : shall mean the plinth area of the said unit including the bathrooms and balconies and also the thickness of the boundary walls and pillars and also including a proportionate share of the plinth areas of the common portions including stair/landing/lift shaft/lift room/lobby.
11. SUPER BUILT UP AREA: That the term, “Super Built Up Area” shall mean and include the covered area, Varanda and Balcony inclusive of the area under periphery walls area under the columns and walls area utilized for services viz. area under staircase, circulation area, walls, lift, shaft, passages, corridors, lobbies, tanks and all other common facilities/amenities area.
12. PLANS : shall mean the plan, drawing and specifications of the premises and the building prepared by Architects and/or sanctioned by the South 24 PGS. Z.P. & approved by Hariharpur Gram Panchayet, Baruipur and subject to such alternations therein from time to time made with the approval of the Architects and/or the Hariharpur Gram Panchayet, Baruipur .
13. PREMISES : shall mean the premises described in the Second Schedule hereto and shall also include the building thereon whereof the context so permits.
14. PROPORTIONATE or PROPORTIONATELY : shall mean the proportion in which the covered area of any unit be to the covered Area of all the units in the building PROVED THAT where if refer to share of any rates and/or taxes amongst the common expenses then such share of the whole shall be determined on the basis on which such rates and/or taxes are being respectively levied i.e., in case basis of any levy be area, Rental income or user then the same shall be shared on the basis of area, rental income or user of the respective units by the co-owners respectively.

15. PURCHASER : shall include the successor-in-interest and/or assigns of the purchaser and /or its constituents if any.

16. UNDIVIDED SHARE : shall mean the undivided proportionate share the land comprised in the premises and the common portions held by and/or herein agreed to be sole to the purchase and also wherever the context permits.
 - a) The respective undivided proportionate shares of the co-owners and/or
 - b) The said unit.

17.
 - a) UNITS : shall mean the spaces constructed in the building intended and/or capable of being exclusively held and/or occupied by any co-owner.
 - b) THE SAID UNIT : shall mean the portion of the said building described in part 1 of Annexure 'A' and wherever the context permits it shall also include the parking space If any, mentioned therein and undivided share of the purchaser.

18. THE OWNER CUM DEVELOPER: shall include its successors-in-interest and/or assigns.

19. SINGULAR : shall include the plural and vice-versa.

20. MASCULINE : Shall include the feminine and vice-versa.

THE SECOND SCHEDULE

Schedule of Property

ALL THAT piece and parcel land containing an area measuring more or less 47 Cottahs at Mouza Khasmullick, J.L. No.35 under R.S. Khatian No.168 corresponding to R.S. & L.R. Dag No.75, R.S. Khatian No.396 corresponding to R.S. & L.R. Dag No.73 and R.S. Khatian No.168 corresponding to R.S. & L.R. Dag No.75 within the limit of Hariharpur Gram Panchayet, P.O.- Dakshin Gobindapur, P.S. -Baruipur, Kolkata-700 145 in the District of 24 Parganas(South) with all easement rights including right to use common passage attached thereto.

THE THIRD SCHEDULE

Common Portions

1. AREAS :
 - a) Entrances, Exits, Boundary walls, Open and/or Covered paths and passage.
 - b) Lobbies, Staircase, Landings, Lift, Lift well and Lift room.
 - c) Other spaces for installing pumps, electrical and other installations and of common and other common installations mentioned herein after.
2. WATER AND PLUMBING : water pumps, water reservoirs, water tank, water pipes (Save those inside and unit) and tube well.
3. ELECTRICAL INSTALLATION : wiring and assemblies for lighting of the common paths and wiring form the electrical sub-station to one point inside or at the main gate of each unit.
4. DRAINS ETC : Drains, Sewers and pipes.
5. OTHER : other common areas and installations and/or equipment as are provided in the building for common use an/or enjoyment.

THE FOURTH SCHEDULE

(Manner of completion of the said unit)

1. Vitrified Flooring in living/dining & ceramic flooring in bedrooms, balcony & kitchen.
2. P.O.P. coating on walls.
3. Concealed electrical wiring with adequate points and modular switches.
4. Concealed pipe fitting in toilet and kitchen.
5. Toilets : Two nos. W.C. with 6' height glazed tiles.
6. Kitchen : Granite slab cooking platforms with steel sink.
7. Aluminium sliding windows with glass panes.
8. Sal wood frame with flush doors in all rooms.
9. For extra work of fitting extra charges(Non refundable) shall have to be paid in advance. (Grill fittings should be as per the standard design of the complex and to do fitted only from inside part of window sill.)

THE FIFTH SCHEDULE

The Common Expenses

1. MAINTENANCE : All expenses for maintaining, operating, whitewashing, painting, repairing, renovating and replacing the common portion including the outer walls of the building.
2. OPERATIONAL : All expenses for running and operating all machinery, equipments and installation comprised in the common portion including water pumps, electrical sub-station, transformer and generators, lifts and including the costs of repairing, renovating and replacing the same.
3. STAFF : The salaries of and all other expenses of the staff to be employed for the common purposes including their salaries, bonus and other emoluments and benefits.
4. ASSOCIATION : Establishments and all other Expenses of the Association including its formation, office, establishment and miscellaneous expenses and also similar expenses of the Owner Cum Developer or any agency looking after the common purpose until having over the same to the association.
5. INSURANCE : Costs of insuring the building and/or common portions.
6. FIRE FIGHTING : Costs of installing and operating the fire fighting equipment and Personnel.
7. RESERVES : Creation of funds for replacement, renovation and/or other periodic expenses.
8. OTHERS : All other expenses and/or outgoing as are incurred by the Owner Cum Developer and/or the association for the common purposes.

(13)
ANNEXURE 'A'
Part – 1
The said unit

ALL THAT the said unit being residential flat No.... ..on theFloor, Blockof building and having a super built up area ofsquare feet(more or less) including of proportionate share of common portions with one car parking space on the ground floor.

Part – 2

Total Considerations

1. Total Cost Rs.

(Rupees only)

Part -3
Instalments of payment

The total consideration mention in part 2 is to be paid as follows ;

- | | |
|----------|---|
| 1) Rs./- | On or before the execution here of |
| 2) Rs./- | amount payable on foundation |
| 3) Rs./- | Within or upon casting of Ground floors. |
| 4) Rs./- | Within or upon casting of 1 st floor |
| 5) Rs./- | Within or upon casting of 2 nd floor |
| 6) Rs./- | Within or upon casting of 3rd floor |
| 7) Rs./- | Within or upon casting of 4 th floor |
| 8) Rs./- | Within or upon completion of bricks work |
| 9) Rs./- | being balance on or before the date of possession of the said unit. |

IN WITNESS WHEREOF the parties hereto have executed and delivered these presents on the day, month and year first above written.

EXECUTED AND DELIVERED by the
OWNERS above-named at Kolkata in the
Presence of :

EXECUTED AND DELIVERED by the
DEVELOPER above-named at Kolkata
in the presence of :

EXECUTED AND DELIVERED by the
PURCHASER above-named at Kolkata
in the presence of :