

Draft  
AGREEMENT

1. **Date:** \_\_\_\_\_
2. **Place:** Kolkata
3. **Parties**
  - 3.1 **SRI SAMIR KUMAR MITRA**, son of Late Sudhir Kumar Mitra, an adult Indian citizen, by faith Hindu, by occupation – Superannuated, having Income Tax PAN No. \_\_\_\_\_, Aadhaar No. \_\_\_\_\_ and presently residing at 29, PhoolBagan Road, Police Station – Patuli (previously Jadavpur), Post Office – Garia, Kolkata – 700 086.
  - 3.2 **SRI SUBIR KUMAR MITRA**, son of Late Sudhir Kumar Mitra, an adult Indian citizen, by faith Hindu, by occupation – Superannuated, having Income Tax PAN No. \_\_\_\_\_, Aadhaar No. \_\_\_\_\_ and presently residing at 31, PhoolBagan Road, Police Station – Patuli (previously Jadavpur), Post Office – Garia, Kolkata – 700 086.
  - 3.3 **SMT. BHOYA GHOSH**, wife of Sri Basudeb Chandra Ghosh and daughter of Late Sudhir Kumar Mitra, an adult Indian citizen, by faith Hindu, by occupation – Housewife, having Income Tax PAN No. \_\_\_\_\_, Aadhaar No. \_\_\_\_\_ and presently residing at 32, Vivekananda Road, Police Station – Uttarpara, Post Office – Nabagram, District – Howghly, Pincode - 712246.
  - 3.4 **SMT. MANJUSHREE MITRA**, wife of late Sushil Kumar Mitra, an adult Indian citizen, by faith Hindu, by occupation – Superannuated, having income Tax PAN No. \_\_\_\_\_, Aadhaar No. \_\_\_\_\_ and presently residing at 31, PhoolBagan Road, Police Station – Patuli (previously Jadavpur), Post Office – Garia, Kolkata – 700 086.
  - 3.5 **SMT. ANINDITA BASU**, wife of Sri Sobhan Basu and daughter of Late Sushil Kumar Mitra, an adult Indian citizen, by faith Hindu, by occupation – Housewife, having Income Tax PAN No. \_\_\_\_\_, Aadhaar No. \_\_\_\_\_ and presently residing at 92B, Baghajatin Place, Flat

No.203, Police Station Patuli (previously Jadavpur), Post office Naktala, Kolkata - 700 086.

3.6. **SMT. AVANTIKA MITRA**, daughter of Late Sushil Kumar Mitra, an adult Indian citizen, by faith Hindu, by occupation - House lady, having Income Tax PAN No. .... Aadhaar No. .... and presently residing at 31, PhoolBagan Road, Police Station Patuli (previously Jadavpur), Post Office - Garia, Kolkata - 700 086,

3.7. **SMT. CHHANDA MITRA**, wife of Late Sunil Kumar Mitra, an adult Indian citizen, by faith Hindu, by occupation - Housewife, having Income Tax PAN No. .... Aadhaar No. .... and presently residing at 31, PhoolBagan Road, Police Station Patuli (previously Jadavpur), Post Office - Garia, Kolkata - 700 086,

(Collectively **Owners**, includes successors-in-interest)

The said Owners are duly represented by their Constituted Attorney **PRIYADARSHI**, a partnership firm, having office at C/5, Baghajatin, Post Office Regent Estate, Police Station- Jadavpur, Kolkata- 700092, and place of business at 2/30, Vidyasagar, Police Station - Netaji Nagar (Previously Jadavpur), Post Office Naktala, Kolkata - 700 047 and represented by it's two partners (1) **Sri. Ashoke Kumar Datta**, son of Late Lakshmi Narayan Datta, presently residing at 2/30, Vidyasagar, Police Station - Netaji Nagar (Previously Jadavpur), Post Office Naktala, Kolkata - 700 047 and (2) **Sri. Surajit Das**, son of Sri. Samir Lal Das, presently residing at C/5, Baghajatin, Police Station - Jadavpur, Post Office - Regent Estate, Kolkata - 700 092, appointed by virtue of a registered Power of Attorney, duly registered at the office of A.D.S.R., Alipore, South 24 Parganas, Book No.1, Volume No. 1603-2017, at Pages 192295 to 192318, Being No. 160507044 for the year 2017.

**And**

3.8. **PRIYADARSHI**, a partnership firm, having Income Tax PAN No. PAN No. .... and Register office at C/5, Baghajatin, Post Office Regent Estate, Police Station- Jadavpur, Kolkata- 700092, and place of business at 2/30, Vidyasagar, Police Station - Netaji Nagar (Previously Jadavpur), Post Office - Naktala, Kolkata - 700 047 and represented by it's two partners (1) **SRI. ASHOKE KUMAR DATTA**, son of Late Lakshmi

Narayan Dutta, an adult Indian citizen, by faith – Hindu, by occupation – Business, having Income Tax PAN No. .... Aadhaar No. .... and presently residing at 2/30, Vidyasagar, Police Station – Netaji Nagar (Previously Jadavpur), Post Office – Naktola, Kolkata – 700 047 and (2) **SRI SURAJIT DAS**, son of Sri. Samir Lal Das, an adult Indian citizen, by faith – Hindu, by occupation – Business, having Income Tax PAN No. .... Aadhaar No. .... presently residing at C/5, Baghajatin, Police Station – Jadavpur, Post Office – Regent Estate, Kolkata – 700 092.

(Developer, includes successors-in-interest and/or assigns)

And

3.9(i) **SRI/SMT**....., son/wife/daughter of ..... an adult citizen of Indian, by faith – ....., by Occupation – ..... having Income Tax PAN No. .... Aadhaar No. .... and presently residing at ..... Post Office – ....., Police Station ..... Pincode - .....

(ii) **SRI/SMT**....., son/wife/daughter of ..... an adult citizen of Indian, by faith ..... by Occupation ..... having Income Tax PAN No. .... Aadhaar No. .... and presently residing at ..... Post Office ..... Police Station – ..... Pincode - ..... (Buyers, includes successors-in-interest).

Owners, Developer and Buyers collectively Parties and individually Party.

**NOW THIS AGREEMENT WITNESSES, RECORDS, BINDS AND GOVERNS THE CONTRACTUAL RELATIONSHIP BETWEEN THE PARTIES AS FOLLOWS:**

**4. Subject Matter of Agreement**

4.1 **Transfer of Said Flat And Appurtenances:** Terms and conditions for transfer of:

4.1.1 **Said Unit:** Residential Flat No..... floor, super built up area approximately ..... square feet, to be situated at ..... side (**Said Flat**) of the 2<sup>nd</sup> Schedule below in the proposed building named ..... (**Said Building**) forming part of the independent and separately sanctioned Block named **BLOCK-.....** (**Said Block**) comprised in a project containing 3 Blocks [Block-A(**BASANT**), Block- B(**BIHAG**) and Block- C(**BAGESHRU**)] named "**MITRAYANGAN**" (**Said Complex**), the Said Block to be constructed on a plot of land measuring 19 Cents 13 Chitaks 12 Square feet, be the same or a little more or less lying and situate at C.S. Dag No. 299 corresponding to R.S. Dag No. 287 and also known and called as 299/287, under C.S. Khatian No. 278 corresponding to R.S. Khatian No. 243, Mouza - Bademashar, Touzi Nos. 246, 1516-1518, Pargana - Khaspur, R.S. No. 17, J.L. No. 31, Police Station - Jadavpur, District Sub-Registration office - Alipore, District - South 24 Parganas, Police Station - Jadavpur, Kolkata - 700 086 and within the limits of the Municipal Ward No.101 of the Kolkata Municipal Corporation (KMC), being Municipal Premises No. 182, PurbaPhoolBagan and PhoolBagan Road, having Assessee No. 311011601824, described in the 1<sup>st</sup> Schedule below (**Said Property**). The Said Flat, Said

4.1.2 **Land Share:** Subject to the provisions of Clause 6.1.1 below, undivided, impartible, proportionate and variable share in the land underneath the Said Building, comprised within the Said Property, as be attributable and appurtenant to the Said Unit (**Land Share**). The Land Share is/shall be derived by taking into consideration the proportion which the super built up area of the Said Flat and said Parking Space bears to the total super built up area of the Said Building.

4.1.3 **Share In Common Portions:** Undivided, impartible, proportionate and variable share and/or interest in the common areas, amenities and facilities of the Said Building and the Said Block as be attributable and appurtenant to the Said Unit (**Share In Common Portions**), the said common areas, amenities and facilities being described in the 3<sup>rd</sup> Schedule below (collectively **Common Portions**).

4.1.4 **Share In Land Scapes and other entertaining facilities:** Undivided, impartible, proportionate and variable share and/or interest in the Land Scapes and other entertaining facilities, for the entirety of the Said Complex, located at the Said Complex, as be attributable and appurtenant to the Said Unit (**Share In Said other entertaining facilities**). It is clarified that (1) at the sole discretion of the Developer, the location of the Said other entertaining facilities, may be changed within the Said Property and shall also be owned by, be available to and enjoyed in common with the owners/occupants of the Said Complex (2) the Developer shall have the absolute right to modify the area, amenities and facilities of the Said other entertaining facilities. The Share In Said other entertaining facilities is/shall be derived by taking into consideration the proportion which the super built up area of the Said Flat bears to the total super built up area of the Said Complex.

4.1.5 **User Rights in Specified Facilities:** Conditional right, only of user and enjoyment (**User Rights**) on certain amenities and facilities as may be provided [for illustration purpose only, such as arterial and internal roads, pathways, walkways, landscaped green areas, central drainage and sewage pipeline and connection with Municipality/PWD, domestic and fire water reservoirs, if any, deep or shallow tubewell, if any, rain water harvesting tanks, if any, etc. (collectively **Specified Facilities**)]. It is clarified that (1) the Developer shall have absolute right to modify the Specified Facilities (2) the Specified Facilities shall be available for use in common with owners/occupants of the Said Complex.

The Said Flat, the Land Share, the Parking Space (if any), the Share In Common Portions, the Share In Said other entertaining facilities and the User Rights in Specified Facilities collectively described in **Part III** of the **2<sup>nd</sup> Schedule** below (collectively **Said Flat And Appurtenances**).

## 5. **Background**

5.1 **Absolute Ownership:** The Owners have represented to the Buyers that the Owners are the joint owners of the Said Property, free from all encumbrances and the Owners are in peaceful possession thereof.

5.2 **Development Agreements:** For the purpose of developing and commercially exploiting the Said Property by construction of the Said

Block and other Blocks therein and selling various flats spaces therein (collectively **Flats**), the Owners (separately and individually to the extent of their respective shares/interest in the Said Property) entrusted the work of development of the Said Property to the Developer, on terms and conditions recorded in the said development Agreement entered into between the Owners of the one part and the Developer of the other part (**Development Agreements**). In terms of the Development Agreement, the Developer has become entitled to sell, transfer, encumber or otherwise alienate or dispose of the Flats, Parking Spaces and other saleable spaces in the Said Block and to appropriate the entire consideration therefor.

- 5.3 **Sanctioned Plans:** The Developer has got a building plan sanctioned in the name of the Owners by the KMC for construction of the Said Block (**Sanctioned Plans**, which includes all sanctioned/permissible vertical/horizontal extensions and modifications made thereto, if any, from time to time).
  - 5.4 **Announcement of Sale:** The Developer has formulated a scheme and announced sale of Flats to prospective purchasers (**Transferees**).
  - 5.5 **Approach and Allotment:** The Buyers, intending to be a Transferee, has approached the Developer for purchase of the Said Flat And Appurtenances and the Developer has allotted the same to the Buyers conditional upon the Buyers entering into this Agreement.
  - 5.6 **Agreement to Record:** Pursuant to the aforesaid approach made by the Buyers and the allotment made by the Developer, this Agreement is being entered into between the Parties for recording the conclusive and comprehensive terms and conditions (superseding all brochures, offerings, advertisements, documents and understandings) for sale of the Said Flat And Appurtenances to the Buyers.
6. **Conditions Precedent**
- 6.1 **Acceptance of Conditions Precedent:** The Parties have accepted and agreed that the following are and shall be the conditions precedent to this Agreement:
    - 6.1.1 **Understanding of Scheme by Buyers:** The undertaking and covenant of the Buyers that the Buyers have understood and accepted the under mentioned scheme of development.

- (a) **Development of Said Property:** The Developer intends to develop the entirety of the Said Property/Said Complex and either by themselves or through their duly appointed nominees/assignees/representatives, in due course and the Buyers hereby accepts the same and shall not, under any circumstances, raise any objection or hindrance thereto.
- (b) **Sanctioned Plans Independent:** In pursuance of such intention, the Sanctioned Plans of the Said Building/Said Block have presently been sanctioned by KMC.
- (c) **Extent of Rights:** The rights of the Buyers are limited to ownership of (1) the Said Flat (2) the Land Share (3) the Share In Common Portions (4) the Share In Said other entertaining facilities, if any and (5) the right to park in the Parking Space and the User Rights in the Specified Facilities and the Buyers hereby accept(s) the same and the Buyers shall not, under any circumstances, raise any claim of ownership contrary to the above including but not limited to claim of ownership on the Specified Facilities or any other component or constituent.
- (d) **Common Portions Subject to Change:** The Common Portions shall always be and remain subject to change and modification, as be deemed fit and necessary by the Developer, to accommodate its future plans regarding the Said Property/Said Complex and the Buyers hereby accept the same and the Buyers shall not, under any circumstances, raise any objection or hindrance thereto.
- (e) **Only User Rights on Specified Facilities:** The Buyers shall only have User Rights on the Specified Facilities and the Buyers hereby accepts the same and the Buyers shall not, under any circumstances, raise any claim of ownership on any component or constituent of the Specified Facilities.
- (f) **No Land Share in Specified Facilities:** Some or all of the Specified Facilities within the Said Property; the area on which some or all of the Specified Facilities are located within the Said Property shall always be and be deemed to be excluded from the area of the Said Property and the Land Share being agreed to be transferred to the

Buyers shall under no circumstances include such area. The Buyers hereby accept the same and shall not, under any circumstances, raise any objection or hindrance in this regard.

- 6.1.2 **Financial and Other Capacity of Buyers:** The undertaking of the Buyers to the Owners and the Developer that the Buyers have the financial and other resources to meet and comply with all financial and other obligations under this Agreement, punctually.
- 6.1.3 **Satisfaction of Buyers:** The undertaking of the Buyers to the Owners and the Developer that the Buyers is/are acquainted with, fully aware of and is thoroughly satisfied about the title of the Owners, right and entitlement of the Developer in the Said Property, the Sanctioned Plans, all background papers, the right of the Owners and the Developer to enter into this Agreement, the scheme of development described above and the extent of the rights being granted in favour of the Buyers and the negative covenants mentioned in this Agreement and the Buyers hereby accept the same and shall not raise any objection with regard thereto.
- 6.1.4 **Measurement:** The mutual agreement by and between the Parties that the measurement of the Said Flats mentioned in this Agreement is tentative and (1) the final measurement of the Said Flat will be communicated by the Developer on completion of its construction (2) the built up area of the Said Flat shall be certified by such architect or architects as may be appointed by the Developer from time to time (**Architect**) (3) the built up area of the Said Flat shall mean covered area of the Said Flat including area of all internal and external walls save and except area of the common partition walls with adjoining Flats, in which case, such area shall be shared equally between the two Flats (4) the final measurement of the built up area will be derived by deducting 30% (thirty percent) from the super built up area and (5) neither of the Parties shall question and/or challenge the built up area certified by the Architect, at any time or under any circumstances. The Total Price (defined in Clause 8.1 below) shall increase or decrease on the basis of the final measurement certified by the Architect. The Buyers hereby accept(s) the above and shall not raise any objection with regard thereto.
- 6.1.5 **Rights Confined to Said Flat And Appurtenances:** The undertaking of the Buyers to the Owners and the Developer that the right, title and interest of

the Buyers are confined only to the Said Flat And Appurtenances and the Developer is entitled to deal with and dispose off all other portions of the Said Property, the Said Complex and the Said Building to third parties at the sole discretion of the Developer, which the Buyers hereby accept and to which the Buyers, under no circumstances, shall be entitled to raise any objection.

- 6.1.6 **Covenants:** The mutual agreement and acceptance by and between the Parties that (1) the covenants of the Buyers (**Buyers Covenants**) and the covenants of the Owners and the Developer (**Owners' And Developer's Covenants**) as mentioned in Clause 11 and its Sub-Clauses below shall perpetually run with the land (2) the Buyers Covenants and the Owners' And Developer's Covenants (collectively **Covenants**) shall bind them and their successors-in title or interest and (3) this Agreement is based on the undertaking that the Buyers Covenants and the Owners' And Developer's Covenants shall be strictly performed by the Buyers, the Owners and the Developer, respectively.
- 6.1.7 **Common Portions Indicative:** In addition to the provisions of Clause 6.1.1 (d) above, the mutual agreement by and between the Parties that although the Common Portions are described in the 3<sup>rd</sup> Schedule below, the said descriptions are only indicative and are not intended to bind the Developer in any manner. The Developer shall, in the absolute discretion of the Developer, be entitled to modify or improvise upon the Common Portions and the Buyers hereby accept(s) the same and shall not raise any objection in this regard and/or have any claim, financial or otherwise, against the Developer for such modification or improvisation.
- 6.1.8 **Extension/Addition of Project:** The undertaking of the Buyers to the Developer that notwithstanding anything contained in this Agreement, the Buyers have no objection and shall under no circumstances have any objection to the Developer (1) integrating/adding (notionally or actually) other Blocks of the Said Complex to the Said Block and for this purpose, demolishing boundary walls and affixing gates wherever necessary and connecting existing roads to future roads (2) extending, modifying and realigning the extent, area, layout and location of the Said Building/Said Block including the Common Portions and the Specified Facilities (3)

modifying the Sanctioned Plans, as may be necessary in this regard (4) granting all forms of unfettered and perpetual proportionate right of ownership and use over the Common Portions and (5) granting all User Rights over the Specified Facilities to the other Blocks of the Said Complex. It is clearly understood by the Buyers that the Buyers shall not have any right to erect any wall/boundary wall on the Said Property/Said Complex.

The Buyers further undertake that in consideration of the Developer agreeing to sell the Said Flat And Appurtenances to the Buyers, the Buyers have accepted the above conditions and have granted and shall be deemed to have granted to the Owners, the Developer and all successors-in-interest/title unfettered and perpetual easements over, under and above all Common Portions in the Said Block/Said Property, with right to connect the same to other Blocks of the Said Complex thus integrated/added.

**7. Commencement and Validity**

7.1 **Date of Commencement:** This Agreement has commenced and shall be deemed to have commenced on and with effect from the date mentioned at the beginning of this Agreement.

7.2 **Validity:** This Agreement shall remain in force till such time the Said Flat And Appurtenances is completed and possession thereof is delivered to the Buyers, unless terminated in the manner mentioned in this Agreement.

**8. Total Price, Payment and Extras**

8.1 **Total Price:** The consideration for sale of the Said Flat, the Land Share, the Share in Common Portions, and grant of User Rights over the Specified Facilities is Rs. .... (Rupees ..... ) only to be paid in full to the Developer, which the Parties confirm and accept. The Total Price has been fixed by mutual consent and hence it shall not be open to question by any Party provided however the Total Price shall vary proportionately in the manner mentioned in Clause 6.1.4 above and does not include the Extras (defined in Clause 8.4 below) and provided further that the Buyers shall also be liable to pay the other taxes, as be applicable from time to time.

8.2 **Payment of Total Price and GST:** The Total Price and GST (as be proportionate to the payment being made) shall be paid by the Buyers in the manner mentioned in the schedule, time being the essence of contract. The

Buyers agree and covenant not to claim any right or possession over and in respect of the Said Flat And Appurtenances till such time the Buyers have paid the entirety of the Total Price and the Extras and all other amounts agreed to be paid or deposited under this Agreement.

Sl.	Payment Description	Amount/Percentage
1.	On execution of Agreement for Sale	Rs. ..../- (Rupees .....) only and Rs. ..../- (Rupees .....) only being GST
2.	On Foundation of the Said Building	Rs. ..../- (Rupees .....) only and Rs ...../- (Rupees .....) only being GST
3.	On ground floor roof casting of the Said Building	Rs. ..../- (Rupees .....) only and Rs ...../- (Rupees .....) only being GST
4.	On 1 <sup>st</sup> Floor Roof Casting of the Said Building	Rs. ..../- (Rupees .....) only and Rs ...../- (Rupees .....) only being GST
5.	On 2 <sup>nd</sup> Floor Roof Casting of the Said Building	Rs. ..../- (Rupees .....) only and Rs ...../- (Rupees .....) only being GST
6.	On 3 <sup>rd</sup> Floor Roof Casting of the Said Building	Rs. ..../- (Rupees .....) only and Rs ...../- (Rupees .....) only being GST
7.	On 4 <sup>th</sup> Floor Roof Casting of the Said Building	Rs. ..../- (Rupees .....)

	Building	.....) only and Rs...../- (Rupees .....) only being GST
8.	On Brickwork of the Said Flat	Rs. ....../- (Rupees .....) only and Rs ...../- (Rupees .....) only being GST
9.	On Flooring of the Said Flat	Rs. ....../- (Rupees .....) only and Rs ...../- (Rupees .....) only being GST
10.	On Possession	Rs. ....../- (Rupees .....) only and Rs ...../- (Rupees .....) only being GST

8.5 **Notice for Payment:** On happening of each event mentioned in Sl. Nos. 8 to 10 of the chart above, the Developer shall give written notice (by email, if the Buyers supplies the Buyers email ID) to the Buyers (**Payment Notice**), quantifying the amount payable by the Buyers. Within 7 (seven) days of the date of the Payment Notice, the Buyers shall (unconditionally, without demur and without raising any dispute about service/receipt of the Payment Notice), pay the amount quantified in the Payment Notice, failing which the Buyers shall be deemed to be in default and the consequences mentioned in Clause 12.1 shall follow. The Buyers covenant that the Buyers shall regularly and punctually make payment of the instalments of the Total Price in the manner mentioned in the chart above and this Agreement is and shall be deemed to be sufficient notice to the Buyers about the obligation to make payment. Timely payment of the Total Price and the Extras shall be the essence of the contract. If payments are made by negotiable instruments, the same shall be made payable at Kolkata and favouring Priyadarshini or such name as may be notified.

- 8.4 **Extras:** In addition to the Total Price, the Buyers shall also pay to the Developer/other concerned person/entity (as specified below), as and when demanded, the following amounts (collectively **Extras**), proportionately or wholly (as the case may be), with service tax thereon, towards:
- 8.4.1 **Increase Due to Circumstances Of Force Majeure:** any increase and/or escalation in the cost of construction due to Circumstances Of Force Majeure (defined in Clause 16.1 below), proportionately, to the Developer.
- 8.4.2 **Special Amenities/Facilities:** providing any special amenities/facilities in the Common Portions (save and except those described in the 3<sup>rd</sup> Schedule below), the Specified Facilities and the Said Other entertaining facilities, if any and improved specifications of construction of the Said Flat and/or the Said Building over and above the specifications described in the 4<sup>th</sup> Schedule below (**Specifications**), proportionately, to the Developer.
- 8.4.3 **Electricity:** obtaining HT/LT electricity supply from the supply agency, @ Rs.50/- (Rupees fifty) per square feet, based on the super built up area of Said Flat, to the Developer.
- 8.4.4 **Electricity Meter for Said Flat:** security deposit and all other billed charges of the supply agency for providing electricity meter to the Said Flat, at actual.
- 8.4.5 **Electricity Meter for Common Portions:** security deposit and all other billed charges of the supply agency for providing electricity meter to the Common Portions, Specified Facilities and the Said Other entertaining facilities, if any, proportionately, to the Developer.
- 8.4.6 **Generator:** stand-by power supply to the Said Flat from common diesel generators, @ Rs.25,000/- (Rupees twenty five thousand) to the Developer.
- 8.4.7 **Betterment Fees:** betterment or other levies that may be charged/imposed by any government authorities or statutory bodies on the Said Property or the Said Flat And Appurtenances or its transfer in terms hereof, proportionately, to the Developer.
- 8.4.8 **Taxes:** Works Contract Tax or any other tax and imposition levied by the State Government, Central Government or any other authority or body on the Developer and the Owners, From time to time, proportionately, if levied

- as a whole on the Said Block and wholly, if levied specifically on the Said Flat And Appurtenances, to the Developer.
- 8.4.9 **Documentation Charge, Stamp Duty and Registration Costs:** Rs. ..../- (Rupees .....) as Documentation Charge for this Agreement and all further documents in pursuance of this Agreement and the same shall be paid simultaneously herewith, Stamp duty, registration fees, fixed miscellaneous expenses of Rs.2,000/- (Rupees two thousand) and Developer's advocate's @ .....% on the market value Assessed for registration and all other fees and charges, if any, shall be borne by the Buyers and to be paid 15 (fifteen) days prior to the date of registration, to the Developer.
- 8.4.10 **Maintenance Charge:** proportionate share (Maintenance Charge) in the common expenses indicatively described in the 5<sup>th</sup> Schedule below (Common Expenses), from the Date Of Possession Notice (defined in Clause 9.6.2 below), to the Developer and thereafter to the Facility Manager/Association/Managing Committee.
- 8.4.11 **Rates & Taxes:** wholly KMC Tax, Land Revenue (*Khazina*), surcharge, levies, cess etc. (collectively Rates & Taxes), as be assessed for the Said Flat And Appurtenances, from the Date Of Possession Notice (defined in Clause 9.6.2 below), to KMC and the BL&LRO, respectively.
- 8.4.12 **Deposit:** Simultaneously with the payment of the last installment of the Total Price, the Buyers shall pay to the Developer a consolidated sum @ Rs.25/- (Rupees twenty five) per square feet of the super built up area of the Said Flat (Deposit). The Deposit shall be held by the Developer, free of interest, as security for timely payment of Maintenance Charge and Rates & Taxes by the Buyers and in the event of any non-payment/default by the Buyers in paying Maintenance Charge and/or Rates & Taxes, the Developer shall be entitled to deduct from the Deposit the amount in default. Immediately upon such deduction, the Buyers shall deposit with the Developer an amount equivalent to such deduction so that the Deposit remains intact at all times. If the Buyers fails to pay the aforesaid amount for replenishing the Deposit then and in such event, the Buyers will be liable to pay interest @ 12% per month or part thereof (compoundable monthly), for the period of delay, computed from the date

the payment become due till the date of payment. The Buyers also admit(s) and accept(s) that in the event such payment for replenishing the Deposit remains outstanding for more than 2 (two) months, all common services shall be discontinued to the Buyers and the Buyers shall be disallowed from using the Common Portions and the Specified Facilities and other entertaining facilities. It is clarified that (1) the Said Block shall be maintained by the Developer till such time the Facility Manager is appointed (defined in Clause 9.9 below), so long as the Buyers and all other Transferees pay the Maintenance Charge (2) the Buyers shall pay the Maintenance Charge and the Rates & Taxes to the Developer or the Facility Manager, as the case may be (3) the supervision of maintenance of the Said Complex shall be handed over by the Developer to a body, which may be a syndicate, committee, body corporate, company or association under the West Bengal Apartment Ownership Act, 1972 representing at least 80% (eighty percent) of the Transferees of the Said Complex (**Association**), as soon as be practicable, so that the Association may deal directly with the Facility Manager (4) the Association shall be bound to form a common maintenance body, for supervision of maintenance of the Specified Facilities (**Apex Body**) and (5) the Deposit (less deductions made but not replenished, if applicable) shall be transferred by the Developer to the Association (upon formation) and the Association (upon formation) shall be entitled to hold the same on the terms and conditions and in the same manner as the Developer, as mentioned above.

**8.4.13 Mutation:** fees and charges for causing mutation in the name of the Buyers in the records of KMC and the office of the BL&LRO, which shall paid by the Buyers directly to the respective authorities, wholly. The Buyers shall cause such initiative of mutation within 30 (thirty) days from the Date Of Possession (defined in Clause 9.6.2 below). The Buyers covenant that notwithstanding such mutation, the Buyers shall be liable for Rates & Taxes from the Date Of Possession Notice.

**8.4.14 Charges for Formation of Association:** charges for formation of the Association, which shall be a consolidated sum of Rs.7,000/- (Rupees seven thousand), payable by the Buyers to the Developer simultaneously with

payment of the last installment of the Total Price. It is clarified that this shall include share subscription, if the Association is a company.

- 8.1.15 **Increase in Total Price:** any increase in the Total Price due to increase in measurement of the Said Flat, at the rate at which the Total Price has been computed, wholly.
9. **Construction, Completion of Sale and Facility Manager**
- 9.1 **Construction by Developer:** The Developer shall construct, complete and finish the Said Flat And Appurtenances in accordance with the Sanctioned Plans or as may be recommended by the Architect, as per the Specifications described in the 4<sup>th</sup> Schedule below. The decision of the Architect in all regards including quality and workmanship shall be final and binding on the Parties.
- 9.2 **Quality, Workmanship and Acceptance of Variations etc.:** The decision of the Architect regarding quality, workmanship and variations shall be final and binding on the Parties. The Buyers hereby consent(s) to the variations, modifications or alterations as may be recommended by the Architect and hereby further agrees not to raise any objection to the Developer and/or the Architect making such variations, modifications or alterations.
- 9.3 **No Hindrance:** The Buyers shall not do any act, deed or thing whereby the construction/developmental work of the Said Flat And Appurtenances and/or the Said Building and/or the Said Block and/or the Said Complex is in any way hindered or impeded. The Buyers hereby accept(s) the above and shall not raise any objection with regard thereto.
- 9.4 **Basic Duty of Buyers:** The Buyers shall make all payments and perform all obligations as stipulated in this Agreement and the Buyers shall not, in any way, commit breach of the terms and conditions herein contained.
- 9.5 **Completion Date:** The Developer shall construct, finish and make the Said Flat habitable and the Parking Space (if any) usable (1) in bare condition and (2) as per the Specifications, the decision of the Architect in this regard being final and binding, within 42 months (**Completion Date**) provided however the Completion Date may be extended by a period of 6 (six) months (**Extended Period**) at the option of the Developer. The Developer shall neither incur any liability nor be held liable for claim of any amount by the Buyers, if the Developer is unable to deliver possession of the Said Flat

within the Completion Date and/or the Extended Period due to Circumstances Of Force Majeure (defined in Clause 16.1 below) or for or on account of (1) delay on the part of the Buyers in making any payment and (2) any other reasonable cause whereby the Developer is prevented from completing the Said Flat And Appurtenances or any portion thereof. In no event shall the Buyers be entitled to claim any amount from the Developer on account of consequential losses and damages or otherwise if the Said Flat And Appurtenances is not completed within the Completion Date and/or the Extended Period.

- 9.6 **Possession of Said Flat :** With regard to possession, it is clarified as follows:
- 9.6.1 **Possession for Fit-Out:** As soon as the Said Flat is ready for fit-out, the Developer shall serve a notice on the Buyers (**Fit-Out Possession Notice**), calling upon the Buyers to take physical possession of the Said Flat for the limited purpose of fit-out of the Said Flat. Within 7 (seven) days from the date of the Fit-Out Possession Notice, the Buyers shall have the option to take possession of the Said Flat for such fit-out (the date on which the Buyers take(s) such possession, **Date Of Fit-Out Possession**), failing which it shall be deemed that the Buyers have waived the right of the Buyers to take possession of the Said Flat for fit-out. If the Buyers opt(s) to take possession for fit-out, then before the Date Of Fit-Out Possession (1) the Buyers shall pay to the Developer all amounts due and payable towards the Total Price, Extras and other charges and the Buyers shall not claim possession of the Said Flat for fit-out till such payments are made in full and (2) the Buyers shall confirm in writing the Buyers acceptance of all rules and regulations formulated by the Developer relating to doing fit-out work at the Said Flat. It is clarified that the Date Of Fit-Out Possession is different from the Date Of Possession and the modalities ancillary thereto as more fully described in Clause 9.6.2 below.
- 9.6.2 **Possession Notice:** Subject to the provision of Clause 9.6.1 above, on the Completion Date (which may include the Extended Period or the period required beyond the Extended Period due to Circumstances Of Force Majeure and other circumstances mentioned in Clause 9.5 above), the Developer shall serve a notice on the Buyers (**Possession Notice**) calling upon the Buyers to take exclusive physical possession. Within 7 (seven) days

from the date of the Possession Notice (**Date Of Possession Notice**), the Buyers shall be bound to take over exclusive physical possession of the Said Flat and the Parking Space (if any) after fulfilling all obligations under this Agreement, including payment of all amounts due (if any) under this Agreement, failing which it shall be deemed that the Buyers has taken possession on the 8<sup>th</sup> day of the Date Of Possession Notice (date of actual or deemed exclusive physical possession, **Date Of Possession**). From the Date Of Possession Notice, the Buyers shall become liable to pay all outgoings (such as Maintenance Charge and Rates & Taxes), irrespective of whether the Buyers take(s) exclusive physical possession of the Said Flat And Appurtenances. In case the deeming provision comes into force, the Buyers confirm(s) that the Buyers shall not claim to be in physical possession of the Said Flat And Appurtenances and the same shall be received by the Buyers only upon clearing all dues and performing all obligations.

- 9.6.3 **Meaning of Completion:** It shall not be obligatory for the Developer to complete the Common Portions, the Specified Facilities and the Said Other entertaining facilities, if any before giving the Possession Notice to the Buyers and the Said Flat and the Parking Space (if any) shall be deemed to have been completed in all respect if the same is made fit for habitation and use [(1) in bare condition and (2) as per the Specifications, the decision of the Architect in this regard being final and binding].
- 9.6.4 **Complete Satisfaction on Possession:** Subject to the provisions of Clause 14.1 below, on the Date Of Possession, the Buyers shall be deemed to be completely satisfied with all aspects of the Said Flat And Appurtenances, including the super built up area of the Said Flat.
- 9.6.5 **Commencement of Outgoings:** From the Date Of Possession Notice, all outgoings in respect of the Said Flat And Appurtenances, including Maintenance Charge and Rates & Taxes shall become payable by the Buyers.
- 9.7 **Developer's Obligations:** Subject to the Buyers making timely payment of the Total Price, Extras and other charges in the manner stipulated in this Agreement, the Developer hereby agrees:
- 9.7.1 **Construction of Said Flat:** to construct, finish and make the Said Flat habitable usable and transfer the Said Flat And Appurtenances to the Buyers.

- 9.7.2 **Construction According to Specifications:** subject to the other provisions of this Agreement, to construct and finish the Said Flat and the Parking Space (if any) in accordance with the Sanctioned Plans and Specifications, reasonable variations excepted.
- 9.7.3 **Arrangement for Utilities for Construction Work:** to make own arrangement for water and electricity required for construction. It is clarified that in the event the Developer extends the Said Block by integrating/adding the Said Complex as mentioned in Clause 6.1.9 above, the Buyers shall not have raise any objection to the Developer using the water and electricity connection from the Said Block for construction/developmental work of the Said Complex.
- 9.8 **Completion of Sale:** The sale of the Said Flat And Appurtenances shall be completed by execution and registration of conveyance in favour of the Buyers provided the Buyers tender(s) in time all amounts required for the same as mentioned above. The Advocate, appointed by the developer (**Legal Advisors**) shall draft the standard conveyance and only such standard conveyance shall be used. The Buyers shall be bound to take conveyance of the Said Flat And Appurtenances on or before the Date Of Possession, failing which exclusive physical possession of the Said Flat And Appurtenances shall not be delivered to the Buyers (although the Buyers shall become liable for Maintenance Charge and Rates & Taxes from the Date Of Possession Notice) and in addition, all statutory taxes and penalties shall also be borne and paid by the Buyers.
- 9.9 **Facility Manager:** The Developer shall hand over management and upkeep of all Common Portions and the Specified Facilities to a professional facility management organization (**Facility Manager**). In this regard, it is clarified that (1) the Facility Manager shall operate, manage and render day to day services with regard to the Common Portions and the Specified Facilities (2) the Facility Manager shall levy and collect the Maintenance Charge (3) the Buyers shall be bound to pay the Maintenance Charge to the Facility Manager (4) the Facility Manager, being a professional commercial organization, will not be required to render any accounts to the Buyers and it shall be deemed that the Facility Manager is rendering the services to the Buyers for commercial consideration (5) the Facility Manager shall merely

be the service provider for rendition of services with regard to the Common Portions and the Specified Facilities and (6) the Facility Manager may be replaced by consent of 90% (ninety percent) or more of the Transferees of the Said Complex and the Developer herein.

**10. Other entertaining facilities, if any**

10.1 **For Transferees:** Subject to the provisions of Clause 4.1.5 above, the Developer may provide the Other entertaining facilities, (which may be relocated to the Said Property, other Blocks of the Said Complex), intended for use by Transferees of the Said Complex. The Buyers understand(s) and accept(s) that the Developer shall have the sole right and discretion in planning the details, amenities and facilities of the Said Other entertaining facilities, if any, which shall be final and binding on the Buyers and the same may also be varied at the sole discretion of the Developer. It is clarified that the Transferees of other Blocks of the Said Complex shall have unfettered right of access and proportionate ownership in the Said Other entertaining facilities, if any and the Buyers accept(s) the same and shall not raise any objection or hindrance thereto.

10.2 **Commencement of Operation of Said Other entertaining facilities:** The Developer reasonably expects that the Said Other entertaining facilities shall be made operational before or after the entirety of the Said Complex is completed and made ready. The Buyers understand(s) and accept(s) that the date of completion of the Said Complex has no connection and correlation with the Said Other entertaining facilities becoming operational and the Buyers shall not raise any claim or objection in this regard.

**11. Covenants**

11.1 **Buyers Covenants:** The Buyer covenant with the Developer (which expression includes the Association and the Apex Body (if any) in all Sub-Clauses of Clause 11, wherever applicable) and admit(s) and accept(s) that:

11.1.1 **Buyers Aware of and Satisfied with Common Portions and Specifications:** The Buyers, upon full satisfaction and with complete knowledge of the Common Portions, Specified Facilities, Specifications and all other ancillary matters, is entering into this Agreement. The Buyers have examined and is acquainted with the Said Building Said Block/Said

Complex and have agreed that the Buyers shall neither have nor shall claim any right over any portion of the Said Building/Said Block/Said Complex save and except the Said Flat And Appurtenances.

**11.1.2 Buyers to Mutate and Pay Rates & Taxes:** Subject to the provisions of Clauses 8.4.11 and 8.4.13 above, the Buyers shall (1) pay all fees and charges and cause initiation of mutation proceedings in the name of the Buyers in the records of KMC and the office of the BI.&LRO, within 30 (thirty) days from the Date Of Possession; and (2) pay the Rates & Taxes (proportionately for the Said Property and/or the Said Building and/or the Said Block and/or the Said Complex and wholly for the Said Flat And Appurtenances from the Date Of Possession Notice and until the Said Flat And Appurtenances is separately mutated and assessed in favour of the Buyers, on the basis of the bills to be raised by the Developer/the Facility Manager/the Association (upon formation)/KMC, such bills being conclusive proof of the liability of the Buyers in respect thereof. The Buyers further admits and accepts that the Buyers shall not claim any deduction or abatement in the aforesaid bills.

**11.1.3 Buyers to Pay Maintenance Charge:** Subject to the provisions of Clause 8.4.10 above, the Buyers shall pay the Maintenance Charge on the basis of the bills to be raised by the Developer/the Facility Manager/the Association (upon formation), such bills being conclusive proof of the liability of the Buyers in respect thereof. The Buyers further admits and accepts that (1) the Buyers shall not claim any deduction or abatement in the bills relating to Maintenance Charge and (2) the Maintenance Charge shall be subject to variation from time to time, at the sole discretion of the Developer/the Facility Manager/the Association (upon formation).

**11.1.4 Buyers to Pay Interest for Delay and/or Default:** The Buyers shall, without raising any objection in any manner whatsoever and without claiming any deduction or abatement whatsoever, pay all bills raised by the Developer/the Facility Manager/the Association (upon formation), within 7 (seven) days of presentation thereof, failing which the Buyers shall pay interest @ 2% (two percent) per month or part thereof (compoundable monthly), for the period of delay, computed from the date the payment became due till the date of payment, to the Developer/the Facility

Manager/the Association (upon formation), as the case may be. The Buyers also admit(s) and accept(s) that in the event such bills remain outstanding for more than 2 (two) months, all common services shall be discontinued to the Buyers and the Buyers shall be disallowed from using the Common Portions and the Specified Facilities and other entertaining facilities.

**11.1.5 Developer's Charge/Lien:** The Developer shall have first charge and/or lien over the Said Flat And Appurtenances for all amounts due and payable by the Buyers to the Developer provided however if the Said Flat And Appurtenances is purchased with assistance of a financial institution, then such charge/lien of the Developer shall stand extinguished on the financial institution clearing all dues of the Developer.

**11.1.6 No Obstruction by Buyers to Further Construction:** The Developer shall be entitled to construct further floors on and above the top roof of the Said Building and/or make other constructions elsewhere on the Said Property/Said Block/Said Complex and the Buyers shall not obstruct or object to the same notwithstanding any inconveniences that may be suffered by the Buyers due to and arising out of the said construction/developmental activity. The Buyers also admit(s) and accept(s) 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 and the Specified Facilities for movement of building materials and for other purposes and the Buyers shall not raise any objection in any manner whatsoever with regard thereto.

**11.1.7 No Rights of or Obstruction by Buyers:** 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 shall have absolute right to sell, transfer and/or otherwise deal with and dispose off the same or any part thereof.

**11.1.8 Variable Nature of Land Share, Share In Common Portions and Share In Said Other entertaining facilities:** The Buyers fully comprehend(s) and accept(s) that (1) the Land Share, the Share In Common Portions and the Share In Said Other entertaining facilities is a notional proportion that the Said Flat bears to the currently proposed area of the Said Building/Said

Block/Said Complex (2) if the area of the Said Building/Said Block/Said Complex/Said Other entertaining facilities is recomputed by the Developer or if the Developer integrates/adds (rationally or actually) other Blocks of the Said Complex to the Said Property (which the Developer shall have full right to do and which right is hereby unconditionally accepted by the Buyers), then and in such event, the Land Share, the Share In Common Portions and the Share In Said Other entertaining facilities shall vary accordingly and proportionately and the Buyers shall not question any variation (including diminution) therein (3) the Buyers shall not demand any refund of the Total Price paid by the Buyers on the ground of or by reason of any variation of the Land Share, the Share In Common Portions and the Share In Said Other entertaining facilities and (4) the Land Share, the Share In Common Portions and the Share In Said Other entertaining facilities are not divisible and partible and the Buyers shall accept(s) (without demur) the proportionate share with regard to various matters, as be determined by the Developer, in its absolute discretion.

11.1.9 **Buyers to Participate in the Formation of Association:** Subject to the provisions of Clause 8.4.14 above, the Buyers admit(s) and accept(s) that the Buyers shall join the Association and become a member thereof with voting rights. In this regard, the Buyers shall sign, execute and deliver necessary applications and all other papers, declarations and documents as may be required by the Developer. Notwithstanding formation of the Association, the Facility Manager shall look after the maintenance of the Common Portions and the Specified Facilities. Each Transferee will be entitled to cast a vote irrespective of his/her/its size of Flat. The Buyers further admit(s) and accept(s) that the Buyers shall not object to the owners of other Blocks of the Said Complex joining the Association.

11.1.10 **Obligations of Buyers:** The Buyers shall:

- (a) **Co-operate in Management and Maintenance:** co-operate in the management and maintenance of the Said Building, the Said Block, the Said Complex, the Common Portions, the Specified Facilities and the Said Other entertaining facilities by the Developer/the Facility

- Manager/the Association (upon formation) the Other entertaining facilities Manager, as applicable.
- (b) **Observing Rules:** observe the rules framed from time to time by the Developer/the Facility Manager/the Association (upon formation) for the beneficial common enjoyment of the Said Building, the Said Block, the Said Complex, the Common Portions and the Specified Facilities.
- (c) **Paying Electricity Charges:** pay for electricity and other utilities consumed in or relating to the Said Flat And Appurtenances and the Common Portions and the Specified Facilities, from the Date Of Fit-Out Possession.
- (d) **Meter and Cabling:** be obliged to draw electric lines/wires, television cables, broadband data cables and telephone cables to the Said Flat only through the ducts and pipes provided therefor, ensuring that no inconvenience is caused to the Developer or to the other Transferees. The main electric meter shall be installed only at the common meter space. The Buyers shall under no circumstances be entitled to affix, draw or string wires, cables or pipes from, to or through any part or portion of the Said Building, the Said Block, the Said Property and outside walls of the Said Building save in the manner indicated by the Developer/the Facility Manager/the Association (upon formation).
- (e) **Residential Use:** use the Said Flat for residential purpose only. Under no circumstances shall the Buyers use or allow the Said Flat to be used for commercial, industrial or other non-residential purposes. The Buyers shall also not use or allow the Said Flat to be used as a religious establishment, hotel, guesthouse, serviced apartment, mess, hostel, boarding house, restaurant, nursing home, other entertaining facilities, school or other public gathering place.
- (f) **Maintenance of Said Flat:** repair, clean and maintain water, light, power, sewage, telephone, air conditioners, sanitary installations, doors, windows, glass panes etc. inside the Said Flat at the cost of the Buyers.

- (g) **Use of Common Toilets:** ensure that the domestic help/service providers visiting the Said Flat use only the common toilets and while so using, keep the common toilets clean and dry.
- (h) **Use of Spittoons/Dustbins:** use the spittoons/dustbins located at various places.
- (i) **No Alteration:** not alter, modify or in any manner change the (1) elevation and exterior colour scheme of the Said Flat and the Said Building and (2) design and/or the colour scheme of the windows, grills and the main door of the Said Flat. In the event the Buyers make(s) any alterations/changes, the Buyers shall compensate the Developer/the Association (upon formation), as the case may be, as estimated by the Developer/the Association (upon formation) for restoring it to its original state.
- (j) **No Structural Alteration And Prohibited Installations:** not alter, modify or in any manner change the structure or any civil construction in the Said Flat And Appurtenances or the Common Portions or the Said Building. The Buyers shall not install any dish-antenna on the balcony and/or windows of the Said Building and/or on any external part of the Said Building and/or the roof thereof. The Buyers shall not install grills on the railings of the balcony and/or outside the windows. In any form or manner, Grills may only be installed by the Buyers on the inner side of the doors and windows of the Said Flat. The Buyers shall further install such type of air-conditioners (window or split) and at such places, as be specified and prescribed by the Developer, it being clearly understood by the Buyers that no out-door units of split air-conditioners will be installed on the external walls of the Said Building and no window air-conditioners will be installed by cutting open any wall. If split air-conditioners are specified and prescribed to be installed, the Buyers shall install the out-door unit of the same either inside the Buyers own balcony or on common ledge provided for the same, in which case the out-door unit will be installed only on such ledge and at no other place. The Buyers shall also not install any collapsible gate on the main door entrance of the Said Flat. The Buyers accept(s) that



- than for ingress to and egress from the Said Flat and the Parking Space (if any).
- (c) **No Violating Rules:** not violate any of the rules and/or regulations laid down by the Developer/the Facility Manager/Association (upon formation) for the use of the Common Portions, the Specified Facilities and the Said Other entertaining facilities.
  - (d) **No Throwing Refuse:** not throw or accumulate or cause to be thrown or accumulated any dust, rubbish or other refuse in the Common Portions and the Specified Facilities save at the places indicated therefor.
  - (e) **No Injurious Activities:** not carry on or cause to be carried on any obnoxious or injurious activity in or through the Said Flat, the Parking Space (if any), the Said Building, the Common Portions, the Specified Facilities, the Said Block, the Said Property and the Said Complex, including but not limited to acts of vandalism, putting up posters and graffiti etc.
  - (f) **No Storing Hazardous Articles:** not keep or store any offensive, combustible, obnoxious, hazardous or dangerous articles in the Said Flat, the Parking Space (if any), the Said Building, the Common Portions, the Specified Facilities, the Said Block, the Said Property and the Said Complex.
  - (g) **No Signage:** not put up or affix any sign board, name plate or other things or other similar articles in the Common Portions and the Specified Facilities or outside walls of the Said Flat/Said Building/Said Block/Said Complex save at the place or places provided therefor **provided** that this shall not prevent the Buyers from displaying a standardized name plate outside the main door of the Said Flat.
  - (h) **No Floor Damage:** not keep any heavy articles or things that are likely to damage the floors or install and operate any machine or equipment save usual home appliances.
  - (i) **No Installing Generator:** not install or keep or run any generator in the Said Flat and the Parking Space (if any).

- (x) **No Misuse of Water:** not misuse or permit to be misused the water supply to the Said Flat.
- (y) **No Damage to Common Portions and Specified Facilities:** not damage the Common Portions and the Specified Facilities in any manner and if such damage is caused by the Buyers or the family members, invitees, servants, agents or employees of the Buyers, the Buyers shall compensate for the same.
- (z) **No Hanging Clothes:** not hang or cause to be hung clothes from the balconies of the Said Flat.
- (aa) **No Smoking in Public Place:** not smoke in public places of the Said Complex and the Buyers and his/her/its guests shall not throw empty cigarette cartons, cigarette butts and matchboxes in open spaces but shall dispose them off in dustbins after ensuring that the fire is fully smothered/extinguished.
- (ab) **No Plucking Flowers:** not pluck flowers or stems from the gardens, if any.
- (ac) **No Littering:** not throw or allow to be thrown litter in the Said Block/Said Complex.
- (ad) **No Trespassing:** not trespass or allow to be trespassed over lawns and green plants within the Said Block/Said Complex.
- (ae) **No Overloading Lifts:** not overload the passenger lifts and move goods only through the staircase of the Said Building.
- (af) **No Use of Lifts in Case of Fire:** not use the lifts in case of fire.
- (ag) **No Covering of Common Portions, Specified Facilities etc.:** not cover the Common Portions or the Specified Facilities, fire exits and balconies/terraces (if any) of the Said Flat.

11.1.11 **Notification Regarding Letting/Transfer:** If the Buyers lets out or sells the Said Flat And Appurtenances, the Buyers shall immediately notify the Facility Manager/the Association (upon formation) of the tenant's/transferee's address and telephone number.

11.1.12 **No Right in Other Areas:** Excepting only User Rights on Specified Facilities and other entertaining facilities, the Buyers shall not have any right in the other portions of the Said Property/Said Block/Said Complex and the Buyers shall not raise any dispute or make any claim with regard to

the Developer either constructing or not constructing on the said other portion of the Said Property Said Block Said Complex.

**11.1.13 Roof Rights:** The top roof of the Said Building shall remain common to all Transferees of the Said Building (Common Roof) and all common installations such as water tank and lift machine room shall be situated in the Common Roof. The Developer shall always have the right of further construction on the entirety of the top roof and the Buyers specifically agree not to do any act which prevents or hinders such construction. After such construction, the roof above such construction shall again have a Common Roof for common use of all Transferees of the Said Building.

**11.2 Owners' And Developer's Covenants:** The Owners and the Developer covenant with the Buyers and admit and accept that:

**11.2.1 Completion of Transfer:** The transfer of the Said Flat And Appurtenances shall be completed by the Owners and the Developer by executing conveyance in favour of the Buyers provided the Buyers pay(s) all amounts required for the same.

**11.2.2 No Creation of Encumbrance:** The Owners and the Developer shall not create any charge, mortgage, lien and/or shall not sell, transfer, convey and/or enter into any agreement with any person other than the Buyers in respect of the Said Flat And Appurtenances, subject to the Buyers fulfilling all terms, conditions and obligations of this Agreement.

**11.2.3 Documentation for Loan:** The Developer shall provide to the Buyers all available documents so that the Buyers may get loan from banks and financial institutions.

## **12. Termination and its Effect**

**12.1 Breach of Buyers Covenants:** In the event the Buyers(1) fail(s) to make payment of any part or portion of the Total Price, Extras and other charges, or (2) neglect(s) or fail(s) to perform the Buyers Covenants and/or the obligations on the part of the Buyers to be performed in terms of this Agreement, this Agreement shall, at the option of the Developer, stand cancelled and/or rescinded, upon which the Developer shall refund to the Buyers all payments received till that date, without any interest, after deducting 25% (twenty five percent) of the Total Price. In the event the Developer condones the delay of any payment due under this Agreement, the

Buyers shall be liable to pay interest @ 2% (two percent) per month or part thereof (compounded monthly), for the period of delay, computed from the date the payment became due till the date of payment. However, such right to condone is exclusively vested in the Developer and the Buyers shall not be entitled to claim the same as a matter of right.

12.2 **Breach of Owners' And Developer's Covenants:** Without prejudice to the provisions of Clause 9.5 above, in the event the Owners and/or the Developer fail and/or neglect to perform any of the Owners' And Developer's Covenants, this Agreement shall, at the option of the Buyers, stand cancelled and/or rescinded, upon which the Developer shall refund to the Buyers all payments received till that date. In the event the Developer delays in handing over possession of the Said Flat to the Buyers beyond the Completion Date and the Extended Period or the period required beyond the Extended Period due to circumstances mentioned in Clause 9.5 above, the Developer shall pay to the Buyers interest at the then prevailing savings bank rate of interest of State Bank of India.

12.3 **Effect:** Upon termination of this Agreement due to any of the circumstances mentioned in Clauses 12.1 and 12.2 above, the Buyers shall not be entitled to claim any right, title and interest (either equitable or otherwise) over and in respect of the Said Flat And Appurtenances and/or the Said Building and/or the Said Block and/or the Said Complex and/or the Said Property or part or portion thereof and the Buyers shall further not be entitled to claim any charge on the Said Flat And Appurtenances and/or any part or portion thereof, in any manner whatsoever. The effect of such termination shall be binding and conclusive on the Parties.

### 13. Taxes

13.1 **Obligation Regarding Taxes:** In the event of the Owners and/or the Developer being made liable for payment of any tax (excepting Income Tax and Service Tax (if any levied in regard to the Development Agreements)), fee, duty, levy or any other liability under any statute or law for the time being in force or enforced in future (such as Service Tax, Works Contract Tax, Value Added Tax or any other tax, fee and imposition levied by the State Government, Central Government or any other authority or body) or if

the Owners and/or Developer are advised by their consultant that the Owners and/or Developer are liable or shall be made liable for payment of any such tax, fee, duty, levy or other liability in account of the Owners and/or Developer having agreed to perform the obligations under this Agreement or having entered into this Agreement, then and in that event, the Buyers shall be liable to pay all such tax, fee, duty, levy or other liability and hereby indemnifies and agrees to keep the Owners and/or the Developer indemnified against all actions, suits, proceedings, costs, charges and expenses in respect thereof. The taxes, fees, duties, levies or other liabilities so imposed or estimated by the Owners' and/or Developer's consultant shall be paid by the Buyers at or before the Date Of Possession.

**14. Defects**

14.1 **Decision of Architect Final:** If any work in the Said Flat And Appurtenances is claimed to be defective by the Buyers within a period of 12 (twelve) months from the Date Of Possession Notice, the matter shall be referred to the Architect and the decision of the Architect shall be final and binding on the Parties. If directed by the Architect, the Developer shall, at its own costs, remove the defects. This will however not entitle the Buyers to refuse to take possession of the Said Flat and if the Buyers do(es) so, the provisions regarding deemed possession as contained in Clause 9.5.2 above shall apply and all consequences mentioned therein shall follow. In the context of this Clause, defects shall mean defect in construction only and not defect in bought-out items such as electrical fittings, sanitary fittings, hardware fittings etc.

**15. Association and Rules**

15.1 **Rules of User:** The Said Flat And Appurtenances shall be owned by the Buyers subject to such rules and regulations as may be made applicable by the Association from time to time.

15.2 **Restrictions:** The Buyers agrees that the Buyers shall use the Said Flat And Appurtenances subject to all restrictions as may be imposed by the Association.

**16. Force Majeure**

- 16.1 **Circumstances Of Force Majeure:** The Developer shall not be held responsible for any consequences or liabilities under this Agreement if the Developer is prevented in meeting the obligations under this Agreement by reason of contingencies caused by neither of the Parties and unforeseen occurrences such as (1) acts of God (2) acts of nature (3) acts of war (4) fire (5) insurrection (6) terrorist action (7) civil unrest (8) riots (9) non availability or reduced availability of building materials and strike by material suppliers, transporters, contractors, workers and employees (10) delay on account of receiving statutory permissions (11) delay in the grant of electricity, water, sewerage and drainage connection or any other permission or sanction by the Government or any statutory authority (12) any notice, order of injunction, litigation, attachments, etc. and (13) any role or notification of the Government or any other public authority or any act of Government such as change in legislation or enactment of new law, restrictive Governmental laws or regulations (collectively **Circumstances Of Force Majeure**).
- 16.2 **No Default:** The Developer shall not be deemed to have defaulted in the performance of the Developer's contractual obligations whilst the performance thereof is prevented by Circumstances Of Force Majeure and the time limits laid down in this Agreement for the performance of obligations shall be extended accordingly upon occurrence of any event constituting Circumstances Of Force Majeure.
17. **Miscellaneous**
- 17.1 **Indian Law:** This Agreement shall be subject to Indian Laws.
- 17.2 **One Transaction:** This Agreement relates to the transaction recorded and contemplated herein and no other transaction.
- 17.3 **Confidentiality and Non-Disclosure:** The Parties shall keep confidential all non-public information and/or documents concerning the transaction recorded herein, unless compelled to disclose such information and/or documents by judicial or administrative process.
- 17.4 **Partial Invalidity:** If any provision of this Agreement or the application thereof to any circumstance shall be invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provision to

other circumstances shall not be affected thereby and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law. When any provision is so held to be invalid, illegal or unenforceable, the Parties hereto undertake to use their best efforts to reach a mutually acceptable alternative to give effect to such provision in a manner which is not invalid, illegal or unenforceable. In the event any of the terms and conditions of this Agreement are set aside or declared unreasonable by any Court of Law or if the Parties take the plea of frustration of contract, the entire Agreement shall not be void and shall continue to subsist to the extent of the remaining terms and conditions and bind the Parties.

- 17.5 **No Claim of Un-Enforceability:** This Agreement is being entered into by the Parties out of free will and without any duress or coercion. Hence, none of the Parties shall have the right to claim un-enforceability of this Agreement.
- 17.6 **Right of Possession:** The right of possession of the Buyers in respect of the Said Flat And Appurtenances shall arise only upon the Buyers fulfilling all obligations as are contained in this Agreement.
- 17.7 **Nomination by Buyers:** The Buyers admit(s) and accept(s) that before the execution and registration of conveyance deed of the Said Flat And Appurtenances, the Buyers will be entitled to nominate, assign and/or transfer the Buyers right, title, interest and obligations under this Agreement only by following the under mentioned process:
- 17.7.1 **Application by Buyers:** The Buyers shall apply in writing to the Developer for permission to nominate.
- 17.7.2 **Permission by Developer:** On receiving such application, the Developer may grant permission for such nomination.
- 17.7.3 **Process Following Permission:** If the Developer grants permission, then and in such event and as a condition precedent to granting of such permission (1) the Buyers shall make payment of all dues of the Developer in terms of this Agreement, up to the time of nomination (2) the Buyers shall pay to the Developer 2% (two percent) of the market price of the Said Flat And Appurtenances prevailing at that time (as be determined by the Developer) as Transfer Charge (3) the Buyers shall pay to the Developer:

documentation charge of Rs.10,000/- (Rupees ten thousand) for documentation of the nomination (4) the Buyers and the Nominee shall enter into a multi-party agreement with the Developer and the Owners, for recording such nomination and (5) simultaneously with the execution of the aforesaid multi-party agreement, the Nominee shall enter into a fresh agreement with the Owners and the Developer, identical to this Agreement.

**17.7.4 No Nomination Charges for Parent, Spouse, Children:** Subject to the approval and acceptance of the Developer and subject to the above conditions, the Buyers shall be entitled to nominate, assign and/or transfer the Buyers right, title, interest and obligations under this Agreement to parent (father and mother), spouse and children only without payment of the Transfer Charge.

The Buyers admit(s) and accept(s) that the Buyers shall not nominate or assign the rights under this Agreement save in the manner indicated above.

**17.8 Entire Agreement:** This Agreement constitutes the entire understanding between the Parties and supersedes the terms and conditions whatever agreed between the Parties prior to execution of this Agreement but does not supersede any document contemporaneously entered into between the Parties. It is specifically understood that the brochures, compact discs, advertising and marketing material published by the Developer from time to time in respect of the Said Complex are just advertisement material and contain various features such as furniture lay-out, vegetation and plantation shown around the said complex, colour scheme, vehicles etc. to increase the aesthetic view only and are not part of the development. These features/amenities are not agreed to be developed or provided by the Developer.

**17.9 Counterparts:** This Agreement, if not required registration) is being executed simultaneously in counterparts and each copy shall be deemed to be an original and both copies shall together constitute one instrument and agreement between the Parties. One copy shall be retained by the Buyers and another by the Developer.

- 17.10 **Amendments/Modifications:** No amendments or modifications of this Agreement or any part hereof shall be valid and effective unless it is by an instrument in writing executed by all the Parties.
- 17.11 **Reservation of Rights:** No forbearance, indulgence, relaxation or inaction by any Party at any time to require performance of any of the provisions of this Agreement shall in any way affect, diminish or prejudice the right of such Party to require performance of that provision.
- 17.12 **Waiver:** Any term or condition of this Agreement may be waived at any time by the Party who is entitled to the benefit thereof. Such waiver must be in writing and must be executed by the Party or an authorized agent of the Party. A waiver on one occasion will not be deemed to be waiver on a future occasion. Omission or delay on the part of either Party to require due and punctual performance of any obligation by the other Party shall not constitute a waiver of such obligation and it shall not in any manner constitute a continuing waiver and/or as a waiver of other breaches of the same or other obligations hereunder or as a waiver of any right or remedy that the Party may otherwise have in law or in equity.
- 17.13 **No Agency:** The Parties are entering into this Agreement on principal-to-principal basis and nothing contained herein shall make the Parties agents of each other.
18. **Notice**
- 18.1 **Mode of Service:** Notices under this Agreement shall be served by email or by messenger or by registered post/speed post with acknowledgment due at the above mentioned addresses of the Parties, unless the addresses are changed by prior intimation in writing. Such service shall be deemed to have been effected (1) on the date of delivery, if sent by email/messenger and (2) on the 4<sup>th</sup> day of handing over of the cover to the postal authorities, if sent by registered post/speed post, irrespective of refusal to accept service by the Parties. The Developer shall give notices on behalf of the Owners.
19. **Alternative Dispute Resolution**
- 19.1 **Disputes:** Disputes or differences in relation to or arising out of or touching this Agreement or the validity, ~~interpretation~~, construction, performance, breach or enforceability of this Agreement ~~relating~~ ~~disputes~~ which are to

be expressly referred to and resolved by the Architect) (collectively **Disputes**) shall be referred to the Arbitral Tribunal described in Clause 19.1.1 below and finally resolved by arbitration under the Arbitration and Conciliation Act, 1996, with modifications made from time to time. In this regard, the Parties irrevocably agree that:

19.1.1 **Constitution of Arbitral Tribunal:** The Arbitral Tribunal shall consist of 1 (one) arbitrator, who shall be an Advocate, to be nominated by the Legal Advisors.

19.1.2 **Place:** The place of arbitration shall be Kolkata only.

19.1.3 **Language:** The language of the arbitration shall be English.

19.1.4 **Binding Effect:** The Arbitral Tribunal shall have summary powers and be entitled to give interim awards/directions regarding the Disputes and shall further be entitled to avoid all rules relating to procedure and evidence as are expressly avoidable under the law. The interim/final award of the Arbitral Tribunal shall be binding on the Parties.

19.2 **No Legal Proceeding without Recourse to Arbitration:** The Parties shall not commence legal proceedings or have any receiver appointed over the Said Flat And Appurtenances and/or the Said Building/Said Property without first referring the matter to arbitration and till the Arbitral Tribunal has given its direction/award.

## 20. Jurisdiction

20.1 **District Judge and High Court:** In connection with the aforesaid arbitration proceeding, only the District Judge, South 24 Parganas District and the High Court at Calcutta shall have jurisdiction to entertain and try all actions and proceedings.

## 21. Rules of Interpretation

21.1 **Number and Gender:** Words denoting the singular number include, where the context permits and requires, the plural number and vice-versa. Words denoting any gender include the other genders.

21.2 **Headings:** The headings in this Agreement are inserted for convenience only and shall be ignored in construing the provisions of this Agreement.

21.3 **Schedules and Plans:** Schedules and Plans appended to this Agreement form a part of this Agreement and shall always be taken into consideration

for interpreting the complete understanding between the Parties. Any reference to a schedule or plan is a reference to a schedule or plan to this Agreement.

- 21.4 **Definitions:** In this Agreement, words have been defined by putting them within brackets and printing them in bold. Where a word or phrase is defined, other parts of speech or grammatical forms of that word or phrase shall have corresponding meaning.
- 21.5 **Documents:** A reference to a document includes an amendment or supplement or replacement or novation of that document.
- 21.6 **Successors:** A reference to a Party includes that Party's successors and permitted assigns.
- 21.7 **Statutes:** Any reference to a statute, statutory provision or subordinate legislation shall include its amendment, modification, consolidation, re-enactment or replacement as enforced from time to time, whether before or after the date of this Agreement.

**1<sup>st</sup> Schedule**  
**(Said Property)**

**ALL THAT** the piece and parcel of land measuring 19 Cottahs 13 Chitaks 12 Square feet, be the same or a little more or less together with building thereon, measuring 600 Sqft, be the same or a little more or less with cemented flooring, lying and situate at C.S. Dag No. 299 corresponding to R.S. Dag No. 287 and also known and called as 299/287, under C.S. Khatian No. 278 corresponding to R.S. Khatian No. 243, Mouza - Bademashar, Touzi Nos. 246, 1516-1518, Pargana - Khaspur, R.S. No. 17, J.L. No. 31, Police Station - Jadavpur, District Sub-Registration office - Alipore, District - South 24 Parganas, Police Station - Jadavpur, Kolkata - 700 086 and within the limits of the Municipal Ward No.101 of the Kolkata Municipal Corporation, being Municipal Premises No. 182, Purba?hooldBagan and PoooldBagan Road, having Assessee No. 311011601824 and butted and bounded as follows :-

**ON THE NORTH :-** By the property of Rama Chakraborty.

**ON THE SOUTH :-** By land under C.S. Plot No. 298 287

**ON THE EAST :-** By 20 feet wide KMC Road known as PhoolBagan Road  
**ON THE WEST :-** By Land under C.S. Plots No. 299/187 and 299/287

## **2<sup>nd</sup> Schedule**

### **Part I**

#### **(Said Flat)**

Residential Flat No..... floor, super built up area approximately.....(.....) square feet, in the Said Building named .....at *Balek* ..... comprised in the Said Complex named "*MITRAYANGAN*", the Said Block to be constructed on the Said Property described in the 1<sup>st</sup> Schedule above. The layout of the Said Flat is delineated on the Plan annexed hereto and bordered in colour Green thereon.

### **Part II**

#### **(Said Flat And Appurtenances)**

#### **[Subject Matter of Agreement]**

The Said Flat, being the flat described in Part I of the 2<sup>nd</sup> Schedule above.

The Land Share, being undivided, impartible, proportionate and variable share in the land underneath the Said Building, comprising a part of the Said Property, as be attributable and appurtenant to the Said Flat, subject to the terms and conditions of this Agreement.

The Share In Common Portions, being undivided, impartible, proportionate and variable share and/or interest in the Common Portions described in the 3<sup>rd</sup> Schedule below, as be attributable and appurtenant to the Said Flat, subject to the terms and conditions of this Agreement.

Share In Said Other entertaining facilities, being undivided, impartible, proportionate and variable share and/or interest in the Said Other entertaining facilities, as be attributable and appurtenant to the Said Flat, subject to the terms and conditions of this Agreement.

User Rights at Specified Facilities, being the facilities and amenities which may be provided by the Developer for common benefit and utilization of all or specified portions of the Said Block, the other Blocks of the Said Complex and the Other Siddha Projects, subject to the terms and conditions of this Agreement.

## **3<sup>rd</sup> Schedule**

**(Common Portions)**

- Lobby at the ground level of the Said Building
- Lobbies on all floors and staircase(s) of the Said Building
- Lift machine room(s) and lift well(s) of the Said Building
- Water reservoirs/tanks of the Said Building
- Water supply pipeline in the Said Building (save those inside any Flat)
- Drainage and sewage pipeline in the Said Building (save those inside any Flat)
- Wiring, fittings and accessories for lighting of lobbies, staircase(s) and other common portions of the Said Building
- Electricity meter(s) for common installations and space for their installation
- Fire fighting system in the Said Building, if any
- Lift(s) and allied machineries in the Said Building
- External walls of the Said Building

**4<sup>th</sup> Schedule**

**(Specifications)**

<b><u>Nature of Structure</u></b> :-	Building with R.C.C. Foundation according to soil test load data R.C.C. Structure and R.C.C. roof all in confirmation with the specification on the existing and applicable KMC Building Rules.
<b><u>Brick Work</u></b> :-	External wall 200 mm thick 1 <sup>st</sup> class brick work with cement mortar (1:6)
<b><u>Partition Wall</u></b> :-	75 mm (25 mm thick 1 <sup>st</sup> class brick with cement mortar (1:4 (1:6)
<b><u>Plaster</u></b> :-	Wall plaster outside surface 18 mm thick (1:6) Cement : sand - mar ceiling plaster 6 mm thick (1:4) cement- sand mortar, proper chipping will be made

	before wall and ceiling plaster. All internal walls of the flat will be finished with proper plaster of Paris.
<b><u>Sand</u></b> :-	Graded coarse sand for concrete work and medium course sand for plastering work to be used.
<b><u>Reinforcement Steel</u></b> :-	High yield TMT steel will be used.
<b><u>Stone Chips</u></b> :-	20 mm/12 mm down graded crushed sharp edged will be used.
<b><u>Floor</u></b> :-	Floor of the entire flat will be 2'X2' vitrified tiles of ISI mark. Floor of the other external area i.e. staircase lift landing will be finished with marble. Covered Car parking space will be finished with parking floor tiles and other service area on the ground floor will be IPS. Toilets will be made of anti said floor tiles.
<b><u>Door</u></b> :-	All doors within the flat will be flush door with adequate locking system. The main door will be polished flush door with tick pasting and proper locking system. All doors will come with door stopper, buffer, belt from inside and handle.
<b><u>Windows</u></b> :-	Windows will be made of powder coated aluminium frame with glass and it will be sliding in design.
<b><u>Grill</u></b> :-	All windows will be covered with box type grill and balcony will be 5' high grill. All grill gates will be made of mild steel fabrication.
<b><u>Drainage</u></b> :-	Necessary water drainage connection as per the rules framed by the KMC with supreme PVC soil pipe and rain water pipes of at least 4" dia under and sewer line by S.W. pipe and this is subject to further discussion between the parties herein for better work.
<b><u>Electrical Wiring</u></b> :-	Concealed by P.V.C. pipe, Enolex, Havells, Anchor, all are ISI marked and any one is to be used.
<b><u>Switches and Plug</u></b> :-	Modular switches and plugs of ISI marked make.
<b><u>Earthing</u></b> :-	Proper earthing with copper wire.
<b>Electrical Points</b>	

**And Fittings**

Concealed P.V.C. conduits with good quality copper wire. **Bed room points** - Two Lights, One Fan, One 5 amp. Plugpoint. **Living-cum-dining-** Two Lights, Two Fan, and One 15 amp. Plug point and One 5 amp. Plug point. **Kitchen** - Two Light point, One Exhaust Fan point, One 5 amp plug point and One 15 amp plug point. **Toilet** - One Light point, One Exhaust Fan point, One 15 amp Plug point. **W.C.** - One Light point, One Exhaust Fan point. **Balcony-** One Light point and one plug point, Ceiling bell point. Switches-Piano type of reputed brand fixed on acrylic sheet.

**D.B.:-**

Control by MCB's for power points and supply and light load separately.

**C.E.S.C. Meter :-**

Arrangement for C.E.S.E. supply and 1 No. common meter shall be made.

**Kitchen finish :-**

The following will be provided - The cooking table is of 2 feet and made of granite. Ceramic tiles upto a height of 2 feet 6 inches above cooking table and one stainless sink provision for 1 No. kitchen vent. Water taps above and below the sink and one aqua guard point.

**Toilet and W.C. Finish :-**

The following will be provided :- Porcelain E.W.C. with cistern (colour) at 4'-0" height. Water jet arrangement near E.W.C. 1 No. porcelain wash basin (colour). Porcelain items are "Parry Ware" or Hind Ware. 2 Nos. water tap points with C.P. fitting hot and cold water line arrangement on breathing place with C.P. wall mixer, wash basin, mixer. all inside water line concealed with TATA medium G.I. pipe, exterior water supply pipe shall be made P.V.C. water inlet and outlet line at suitable place for washing machine. Ceramic tiles on the walls 7'-0" height provision for 9" dia exhaust fan

- Painting :-** The building shall be painted externally with Acrylic Based Paint. Walls and Ceiling at common areas will be painted with cement based paint.
- Lift :-** One No. 5 passengers' capacity lift will be provided. Lift Room and landing should be made as per KMC rules.
- Exhaust Fan :-** Provision will be made in toilet and kitchen.

### 5<sup>th</sup> Schedule

#### (Common Expenses)

1. **Common Utilities:** All charges, costs and deposits for supply, operation and maintenance of common utilities.
2. **Electricity:** All charges for the electricity consumed for the operation of the common lighting, machinery and equipment of the Said Building/Said Block/Said Complex and the Specified Facilities.
3. **Association:** All capital and operational expenses of the Association.
4. **Litigation:** All litigation expenses incurred for the common purposes and relating to common use and enjoyment of the Common Portions and the Specified Facilities.
5. **Maintenance:** All costs for maintaining, operating, replacing, repairing, white-washing, painting, decorating, re-decorating, re-building, re-constructing, lighting and renovating the Common Portions and the Specified Facilities (including the exterior or interior (but not inside any Flat) walls of the Said Building).
6. **Operational:** All expenses for running and operating all machinery, equipment and installation comprised in the Common Portions and the Specified Facilities, including elevators, diesel generator set, changeover switch, pump and other common installation including their license fees, taxes and other levies (if any) and expenses ancillary or incidental thereto and the lights of the Common Portions and the Specified Facilities.
7. **Staff:** The salaries of and all other expenses on the staff to be employed for the common purposes, viz. manager, caretaker, clerk, security personnel, lifter, sweepers, plumbers, electricians, gardeners etc. including their perquisites, bonus and other emoluments and benefits.

8. **Fire Fighting:** Costs of operating and maintaining the fire-fighting equipments and personnel, if any.

22. **Execution and Delivery**

22.1 **In Witness Whereof** the Parties have executed and delivered this Agreement on the date mentioned above.

\_\_\_\_\_  
Constituted Attorneys  
[Owners]

\_\_\_\_\_  
[Developer]

\_\_\_\_\_  
[Buyers]

Witnesses:

1.

2.

**MEMO OF CONSIDERATION**

**RECEIVED** with thanks from the Purchasers herein, a sum of Rs. ....../-  
(Rupees .....) only being 1<sup>st</sup> installment of the consideration

amount and Rs...../(Rupees .....) only being 1<sup>st</sup> instalment of GST only in terms of this agreement in the following manner:

Sl. No.	CHQ No.	DATE	BANK	AMOUNT (RS.)
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1.

2.

Total :- Rs. ....

**Witnesses:**

1.

2.