

**AGREEMENT FOR SALE**

**THIS DEED OF AGREEMENT** is made on this the ..... day of January 2019. **B E T W E E N**

**ANJANEYA BUILDERS & PROMOTERS PVT. LTD.** having its registered office at 53, Garfa Main Road, Kolkata – 700075, Police Station – Purba Jadavpur, represented by its Director **KAILASH CHAND AGARWAL** son of Late S.R.Agarwal, by religion – Hindu, by occupation – Business, residing at 3, Vidyasagar Srani, Kolkata –

700075, Police Station – Garfa, District South 24 Parganas, hereinafter called and referred to as the **“DEVELOPER/ FIRST PARTY”** (which expression shall unless otherwise repugnant to the context be deemed to mean and include his heirs, executors, representatives, administrators and assigns) of the **“FIRST PART:**

**AND**

**1. MR. SAMBIT BHATTACHARYA** son of Asok Kumar Bhattacharya by religion - Hindu, by occupation-Service, **2. PROGYAMITA BHATTACHARYA** wife of Mr. Sambit Bhattacharya by religion - Hindu, by occupation-Service both residing at 310, Alliance Circle, Cary N C 27519, U S A hereinafter referred to as the **“PURCHASERS/ SECOND PARTY”** (which expression shall unless otherwise repugnant to the context be deemed to mean and include her heirs, executors, representatives, administrators and assigns) of the **“SECOND PART”**.

The Promoter/Developer and Allottees shall hereinafter collectively be referred to as the parties and individually as a “party”.

**DEFINITIONS:**

For the purpose of this agreement for sale, unless the context otherwise requires, -

- a) **“Act”** means the West Bengal Housing Industry Regulation Act, 2017 (West Bengal. Act XLI of 2017);
- b) **“Rules”** means the West Bengal Housing Industry Regulation Rules, 2018 made under the West Bengal Housing Industry Regulation Act, 2017;
- c) **“Regulation”** means the regulations made under the West Bengal Housing Industry Regulation Act, 2017;
- d) **“Section”** means a section of the Act.

**Whereas:**

**AND**

**(1) SRI PRASANTA KUMAR SARKAR**, son of late Subodh Kumar Sarkar, residing at 1/27/2, Vivek Nagar, Kolkata – 700075, **(2) SRI PRATIK KUMAR GHOSH**, son of late M. N. Ghosh, by religion – Hindu, residing at 4, Harsha Nath Mukherjee Road, Kolkata – 700028, **(3) SRI ALOKEMOY SENGUPTA**, **(4) SRI JYOTIRMOY SENGUPTA**, both sons of late Arabinda Sengupta and **(5) SMT. INDRANI DASGUPTA**, wife of late Utpal Dasgupta, all 3, 4 & 5 residing at 5/48/9, Dum Dum Road, Kolkata – 700030, hereinafter called and referred to as the **“VENDORS/ CONFIRMING PARTY”** (which expression shall unless otherwise repugnant to the context be deemed to mean and include their respective heirs, executors, representatives, administrators and assigns) of the **“THIRD PART”**: Represented by **SRI JOYDEV SINGHA** son of Sri Jadunath Singha, by religion – Hindu, by occupation – Business, residing at 41B/2, R. N. Das Road, Kolkata – 700031, P.S. Kasba as their constituted attorney.

**WHEREAS :**

**A. (1) SRI PRASANTA KUMAR SARKAR**, son of late Subodh Kumar Sarkar, **(2) SRI PRATIK KUMAR GHOSH**, son of late M. N. Ghosh, **(3) SRI ALOKEMOY SENGUPTA**, **(4) SRI JYOTIRMOY SENGUPTA**, both sons of late Arabinda Sengupta and **(5) SMT. INDRANI DASGUPTA**, wife of late Utpal Dasgupta, are the absolute joint owners **ALL THAT** the piece and parcel of the land measuring 5 Cottahs 14 Chittaks 35 Sq. ft. be the same a little more or less comprised in Dag No. 1715 appertaining to Khatian No. 827 of Mouza Dhakuria, J. L. No. 18, being its K.M.C. premises No. 15/3/11, Jheel Road, Kolkata – 700031, Police Station - Kasba, within K.M.C. ward no. 92, having assessee No 21-092-13-0516-3 District South 24, – Paraganas, hereinafter referred to as **“Said Land”** and the said Owners desire to promote their entire land and

property but due to paucity of fund, the Owners herein entered into a Development Agreement on 30.12.2008 to promote their Said Property with **ANJANEYA BUILDERS & PROMOTERS PVT. LTD.**, the Developer herein, which was registered before the office of the ..... at ..... and recorded in its Book No. I, C.D. Volume No. ...., Page from ..... to ....., Being No. .... for the year ..... and said Owners herein also executed a General Power of Attorney unto and in favour of the said **ANJANEYA BUILDERS & PROMOTERS PVT. LTD** a company incorporated under the Company Act, 1956, having its registered office at 53, Garfa Main Road, Kolkata – 700075, Police Station – Purba Jadavpur, represented by its Director **KAILASH CHAND AGARWAL** son of Late S.R.Agarwal, by religion – Hindu, by occupation – Business, residing at 3, Vidyasagar Srani, Kolkata – 700075, Police Station – Garfa, District South 24 Parganas, and said Power was duly registered on ..... before the office of the D.S.R. - III at Alipore and recorded in Book No. IV, Being No. 1113 for the year 2008.

**B.** The said land is earmarked for the purpose of building a residential project comprising of G+4 storied buildings and the said project shall be known as “BASUKI APARTMENT”.

**C.** The Promoter/Developer is fully competent to enter into this agreement and all the legal formalities with respect to the right, title and interest of the Promoter/Developer regarding the said land on which project is to be constructed have been completed.

**D.** The Promoter/Developer has obtained the final layout plan, sanction plan, specifications and approvals for the project and also for the apartment, building from the Kolkata Municipal Corporation vide Sanction Plan No. **2012100127 dated 27.07.2012** for construction of G +4 storied building consisting of several self

contained flats, garages/car parking spaces, and other spaces for residential purposes at the said property. The Promoter/Developer agrees and undertakes that it shall not make any changes to these approved plans except in strict compliance with section 14 of the Act and other laws as applicable;

**E.** The Kolkata Municipal Corporation has granted the commencement certificate to develop the project vide approval bearing registration no. **2012100127 dated 27.07.2012**;

**F.** The Promoter/Developer has registered the project under the provisions of the act with the West Bengal Housing Industry Regulatory Authority at Kolkata on ..... under registration no. ....;

**G.** The Allottees had applied for an apartment in the project vide application no. **1B** dated ..... and has been allotted apartment no. **1B** having carpet area of ..... square feet (**768** square feet Super Built up Area), "**B**" type, on the **1<sup>st</sup> floor** of "BASUKI APARTMENT" as permissible under the applicable law and of pro rata share in the common areas ("Common Areas") as defined under clause(m) of section 2 of the act (hereinafter referred to as the "Apartment" more particularly described in schedule A and the floor plan or the apartment is annexed hereto and marked as schedule B);

**H.** The parties have gone through all the terms and conditions set out in this agreement and understood the mutual rights and obligations detailed herein;

**I.** The Developer shall complete the constructional work of the G+4 storied building in Three Blocks consisting flats, garages/car parking spaces, as per the said sanctioned Plan;

**J.** The parties hereby confirm that they are signing this agreement with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the project;

**K.** The parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this agreement and all applicable laws, are now willing to enter into this agreement on the terms and conditions appearing hereinafter;

**L.** In accordance with the terms and conditions set out in this agreement and as mutually agreed upon by and between the parties, the Promoter/Developer hereby agrees to sell and the allottees hereby agree to purchase the Apartment and the garage/covered parking as specified in para G.

**NOW THEREFORE**, in consideration of the mutual representations, covenants, assurances, promises and agreements contained herein and other good and valuable consideration, the parties agree as follows:

**1. TERMS:**

1.1 Subject to the terms and conditions as detailed in this agreement, the Promoter/Developer agrees to sell to the Allottees and the Allottees hereby agree to purchase, the Apartment as specified in para G.

1.2 The Total price for the Apartment and Car Parking Space on the carpet area is **Rs. 38,63,200/-** (Rupees thirty eight lac sixty three thousand two hundred) **Charges excluding GST (as applicable) to be paid by the Allottees:**

Block No.	<b>NA</b>
Apartment No.	<b>1B</b>
Type	<b>"B"</b>

Floor	<b>1<sup>st</sup></b>
Apartment/Flat Carpet Area	..... <b>Sq.ft.</b>
Apartment/Flat Super Built-up Area	<b>768 Sq.ft.</b>
Rate of apartment per square feet of Carpet Area:	<b>Rs. ....../-</b>
Rate of apartment per square feet of Super Built-up Area:	<b>Rs. 5030.20</b>
Apartment/Flat Price:	<b>Rs. 38,63,200/- (Rupees thirty eight lac sixty three thousand two hundred)</b>

**Explanation:**

(i) The Total price above includes the Booking Amount amounting to **Rs. ....../- (Rupees .....)** excluding GST paid by the Allottees paid by the Allottees to the Promoter/Developer towards the Apartment;

(ii) The Total price above excludes taxes (consisting of tax paid or payable by the Promoter/Developer by way of GST and CESS or any other similar taxes which may be levied, in connection with the construction of the project payable by the Promoter/Developer, by whatever name called) up to the date of handing over the possession of the apartment/plot to the allottees and the project to the association of allottees or the competent authority, as the case may be, after completion of the project and/or after obtaining the completion certificate;

Provided that in case there is any change/modification in the taxes, the subsequent amount payable by the Allottees to the

Promoter/Developer shall be increased/reduced based on such change /modification;

Provided further that if there is any increase in the taxes after the expiry of the scheduled date of completion of the project as per registration with the Authority, which shall include the extension of registration, if any, granted to the said project by the Authority, which shall include the extension of registration, if any, granted to the said project by the Authority, as per the Act, the same shall not be charged from the Allottees;

(iii) The Promoter shall periodically intimate in writing to the Allottees, the amount payable as stated in (i) above and the Allottees shall make payment demanded by the Promoter within the time and in the manner specified therein. In Promoter shall provide to the Allottees the details of the taxes paid or demanded along with the acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective;

(iv) The Total Price of Apartment includes recovery of price of land, Construction of the Apartment, internal development charges, cost of providing electric wiring, and water line, plumbing, to the apartment finishing with paint, marbles, tiles, doors, windows, and all other facilities, and specification to be provided within the Apartment, fire detection and firefighting equipment, includes development charges for providing all other facilities, amenities and specification to be provided within the common areas of the Project as mentioned in the Schedule "C".

1.3 The Total Price is escalation-free, save and except increases which the Allottees hereby agree to pay due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority from time to time. The Promoter/Developer



undertakes and agrees that while raising a demand on the Allottees for increase in development charges, cost/charges imposed by the competent authorities, the Promoter/Developer shall enclose the said notification/order/rule/regulation to that effect along with the demand letter being issued to the Allottees, which shall only be applicable on subsequent payments. Provided that if there is any new imposition or increase of any development charges after the expiry of the scheduled date of completion of the project as per registration with the Authority, which shall include the extension of registration, if any, granted to the said project by the Authority as per the Act, the same shall not be charged from the Allottee.

1.4 The Allottee(s) shall make the payment as per the payment plan set out in **Schedule C ("Payment Plan")**.

1.5. It is agreed that the Promoter/Developer shall not make any additions and alterations in the sanctioned plans, layout plans and specifications and the nature fixtures, fittings and amenities describe herein at Schedule "D" and Schedule "E" (which shall be in conformity with the advertisement, prospectus etc. on the basis of which sale is effected) in respect of the apartment, plot or building, as the case may be, without the previous written consent of the Allottees as per the provisions of the Act.

Provided that the Promoter/Developer may make such minor additions or alterations as may be required by the Allottees, or such minor changes or alterations as per the provisions of the Act.

1.6. The Promoter/Developer shall confirm to the final carpet area that has been allotted to the Allottees after the construction of the Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area. The Total price payable for the carpet area shall be recalculated upon confirmation by the Promoter/Developer,

If there is reduction in the carpet area then the Promoter/Developer shall refund the excess money paid by the Allottees within 180 days with annual interest at the rate prescribed in the Rules, from the date when such an excess amount was paid by the Allottees. If there is any increase in the carpet area, which is not more than three percent of the carpet area of the apartment allotted to Allottees, the Promoter/Developer may demand that from the Allottees as per the next milestone of the Payment Plan as provided in Schedule C. All these monetary adjustments shall be made at the same rate per square feet as agreed in para 1.2 of this Agreement.

1.7 Subject to para 8.3 the Promoter/Developer agrees and acknowledges, the Allottees shall have the right to the Apartment as mentioned below:

- (i) The Allottees shall have exclusive ownership of the Apartment.
- (ii) The Allottees shall also have undivided proportionate share in the Common Areas. Since the share interest of Allottees in the Common Areas is undivided and cannot be divided or separated, the Allottees shall use the Common Areas along with other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them. It is clarified that the Promoter/Developer shall handover the common area to the association of Allottees after duly obtaining the completion certificate from the competent authority as provided in the Act;
- (iii) That the computation of the price of the Apartment includes recovery of price of land Construction of the Apartment, internal development charges, cost of providing electric wiring, electrical connectivity and water line, plumbing, to the apartment finishing with paint, marbles, tiles, doors, windows, and all other facilities, and specification to be provided within the Apartment but

excludes internal development charges, lift, water line and plumbing, paint, marbles, tiles, doors, windows, fire detection and firefighting equipment, electrical connectivity to the common areas, excludes maintenance charges as per para 26.10. etc. and excludes cost for providing all other facilities, amenities and specification to be provided within the common areas of the Project.

- (iv) The Allottees have the right to visit the project site to assess the extent of development of the project and his Apartment, as the case may be.

1.8. It is agreed that the Project is an independent, self-contained Project covering the said Land and is not a part of any other project or zone and shall not form a part of any other project in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the Allottees. It is clarified that Project's facilities and amenities shall be available only for use and enjoyment of the Allottees of the Project.

1.9. The Promoter agrees to pay all outgoings before transferring the physical possession of the apartment to the Allottees which it has collected from the Allottees for the payment of outgoings (including land cost, ground rent, municipal or other local taxes, charges for water or electricity, maintenance charges or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions which are related to the project but excluding the GST). If the Promoter/Developer fails to pay all or any of the outgoings collected by it from the Allottees or any liability before transferring the apartment to the Allottees, the Promoter/Developer agrees to be liable, even after the transfer of the property to pay such outgoings and penal charges, if any, to the authority or person to whom they are

payable and be liable for the cost of any legal proceedings which may be taken therefore by such authority or person.

1.10 The Allottees have paid a sum of **Rs. ....../- (Rupees ..... only)** towards the Total Price of the Apartment and Car Parking Space at the time of application the receipt of which the Promoter/Developer hereby acknowledges and the Allottees hereby agree to pay the remaining amount towards the Total Price of the Apartment as prescribed in the Payment Plan [Schedule C] as may be demanded by the Promoter/Developer within the time and in the manner specified therein: Provided that if the allottees delay in payment towards any amount which is payable, he shall be liable to pay interest at the rate prescribed in the Rules.

**2. MODE OF PAYMENT:**

Subject to the terms of the Agreement and the Promoter/Developer abiding by the construction milestone, the Allottees shall make all payments, on written demand by the Promoter/Developer within the stipulated time as mentioned in the Payment Plan [through A/c Payee cheque/demand draft/bankers cheque or online payment (as applicable) in favour of **ANJANEYA BUILDERS & PROMOTERS PVT. LTD.** Payable at Kolkata.

**3. ADJUSTMENT/APPROPRIATION OF PAYMENTS:**

The Allottees authorize the Promoter/Developer to adjust appropriate all payments made by them under any head(s) of dues against lawful outstanding of the allottees against the Apartment, if any, in his/her/their name and the Allottees undertake not to object/demand/direct the

Promoter/Developer to adjust his/their payments in any manner.

**4. TIME IS ESSENCE:**

The Promoter/Developer shall complete the construction work and The Promoter/Developer shall abide by the time schedule towards handing over the Apartment to the Allottees and the common areas to the association of all allottees or the competent authority, as the case may be.

**5. CONSTRUCTION OF THE PROJECT/APARTMENT:**

The Allottees have seen the proposed layout plan, specifications, amenities and facilities of the Apartment and accepted the floor plan, payment plan and the specifications, amenities and facilities [annexed along with this Agreement which has been approved by the competent authority, as represented by the Promoter/Developer. The Promoter/Developer shall develop the Project in accordance with the said layout plans, floor plans and specifications, amenities and facilities, subject to the terms in this Agreement, the Promoter/Developer undertakes to strictly abide by such plans approved by the competent Authorities and shall also strictly abide by the bye-laws, FAR and density norms and provisions prescribed by the Kolkata Municipal Corporation Act, 1980 and shall not have an option to make any variation/alteration/modification in such plans, other than in the manner provided under the Act, and breach of this term by the Promoter/Developer shall constitute a material breach of the Agreement.

**6. POSSESSION OF THE APARTMENT/PLOT:**

**6.1 Schedule for possession of the said Apartment-The**

Promoter agrees and understands that timely delivery of possession of the Apartment to the Allottees and the common areas to the association of Allottees or the competent authority, as the case may be, is the essence of the Agreement. The Promoter/Developer assures to hand over possession of the Apartment alongwith ready and complete common areas with all specifications, amenities and facilities of the project in place on ..... and 9 months grace period unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature affecting the regular development of the real estate project ("Force Majeure"). If, however, the completion of the Project is delayed due to the Force Majeure conditions, then the Allottees agree that the Promoter/Developer shall be entitled to the extension of time for delivery of possession of the Apartment.

Provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Allottees agree and confirm that, in the event it becomes impossible for the Promoter/Developer to implement the project due to Force Majeure conditions, then this allotment shall stand terminated and the Promoter/Developer shall refund to the Allottees the entire amount received by the Promoter/Developer from the allotment within 180 days from that date. The Promoter/Developer shall intimate the Allottee about such termination at least thirty days prior to such termination. After refund of money paid by the Allottees, the Allottees agree that the/she have any rights, claims etc. against the Promoter/Developer and that the Promoter/Developer shall

be released and discharged from all its obligations and liabilities under this Agreement.

**6.2 Procedure for taking possession**– The Promoter/Developer, upon obtaining the occupancy certificate from the competent authority shall offer in writing the possession of the Apartment to the Allottees, in terms of this Agreement to be taken within two months from the date of issue of occupancy certificate. [Provided that, in the absence of local law, the Conveyance Deed in favour of the allottees shall be carried out by the Promoter/Developer within 3 months from the date of issue of occupancy certificate]. The Promoter/Developer agrees and undertakes to indemnify the Allottees in case of failure of fulfillment of any of the provisions, formalities, and documentation on part of the Promoter/Developer. The Allottees, after taking possession, agree(s) to pay the maintenance charges as determined by the Promoter/Developer /Association of allottees, as the case may be after the issuance of the completion certificate for the Project. The Promoter/Developer shall handover the occupancy certificate of the Apartment, as the case may be, to the allottees at the time of conveyance of the same.

**6.3 Failure of Allottee to take Possession of Apartment**– Upon receiving a written intimation from the Promoter/Developer as per para 6.2., the Allottees shall take possession of the Apartment from the Promoter/Developer by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement and the Promoter/Developers shall give possession of the Apartment to the Allottees. In case the Allottees fail to take possession within the time provided in para 6.2., such Allottee shall

continue to be liable to pay maintenance charges as specified in para 6.2.

- 6.4 Possession by the Allottees-** After obtaining the occupancy certificate and handing over physical possession of the Apartment to the Allottees, it shall be the responsibility of the Promoter to handover necessary documents and plans, including common areas to the Association of Allottees or the competent authority, as the case may be, as per the local laws;

[Provided that, in the absence of any local law the Promoter/Developer shall handover the necessary documents and plans, including common areas, to the association of Allottees or the competent authority, as the case may be within thirty days after completion of the Project and/or obtaining the completion certificate].

- 6.5 Cancellation by Allottees-** The Allottees shall have the right to cancel/withdraw his allotment in the Project as provided in the Act:

Provided that where the Allottees propose to cancel/withdraw from the project without any fault of the Promoter/Developer, the Promoter/Developer herein is entitled to forfeit the Booking Amount amounting to **Rs...../- (Rupees ..... only)** paid for the allotment and also GST (**as applicable**) accrued thereupon. The balance amount of money paid by the allottees shall be returned by the Promoter/Developer to the allottees within 180 days of such cancellation.

- 6.6 Compensation-** The Promoter/Developer shall compensate the Allottees in case of any loss caused to him due to defective title of the land, on which the project is being developed or has been developed, in the manner as provided under the Act and



the claim for interest and compensation under this provision shall not be barred by limitation provided under any law for the time being in force.

Except for occurrence of a Force Majeure event, if the Promoter/Developer fails to complete or unable to give possession of the Apartment (i) in accordance with the terms of this Agreement, duly completed by the date specified in para 6.1; or (ii) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under the Act, or for any other reason, the Promoter/Developer shall be liable, on demand to the Allottees, in case the Allottees wish to withdraw from the Project without prejudice to any other remedy available, to return the total amount received by him in respect of the Apartment, with interest at the rate prescribed in the Rules including compensation in the manner as provided under the Act within 180 days of it becoming due;

Provided that where if the Allottees do not intend to withdraw from the Project, the Promoter/Developer shall pay the Allottees, interest at the *rate* prescribed in the Rules for every month of delay, till the handing over of the possession of the Apartment which shall be paid by the Promoter/Developer to the Allottees within 180 days of it becoming due.

**7. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER/ DEVELOPER:**

The Promoter/Developer hereby represents and warrants to the Allottees as follows:

- (i) The Promoter/Developer has absolute, clear and marketable title with respect to the said Land; the requisite rights to carry

- out development upon the said Land and absolute, actual, physical and legal possession of the said Land for the Project;
- (ii) The Promoter/Developer has lawful rights and requisite approvals from the competent Authorities to carryout development of the Project;
  - (iii) There are no encumbrances upon the said Land or the Project;
  - (iv) There are no litigations pending before any Court of law or Authority with respect to the said Land, Project or the Apartment;
  - (v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and Apartment are valid and subsisting and have been obtained by following due process of law. Further, the Promoter/Developer has been and shall, at all times remain to be in compliance with all applicable laws in relation to the Project, said Land, Building and Apartment and common areas;
  - (vi) The Promoter/Developer has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottees created herein, may prejudicially be affected;
  - (vii) The Promoter/Developer has not entered into any agreement for sale and/or development agreement or any other agreement/ arrangement with any person or party with respect to the said Land including the Project and the said Apartment which will, in any manner, affect the rights of Allottees under this Agreement;
  - (viii) The Promoter/Developer confirms that the Promoter/Developer is not restricted in any manner whatsoever from selling the said Apartment to the Allottees in

the manner contemplated in this Agreement;

- (ix) At the time of execution of the conveyance deed the Promoter/Developer shall handover lawful, vacant, peaceful, physical possession of the Apartment to the Allottees and the common areas to the association of allottees or the competent authority, as the case maybe;
- (x) The Schedule Property not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the Schedule Property;
- (xi) The Promoter/Developer has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/ or penalties and other outgoings, whatsoever, payable with respire to the said project to the competent authorities till the completion certificate has been issued and possession of apartment, plot or building, as the case may be, along with common areas (equipped with all the specifications. Amenities and facilities) has been handed over to the Allottees and the association of Allottees or the competent authority, as the case may be;
- (xii) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received by or served upon the Promoter/Developer in respect of the said Land and/or the Project.

## **8. EVENTS OF DEFAULTS AND CONSEQUENCES:**

- 8.1. Subject to the Force Majeure clause, the Promoter/Developer shall be considered under a condition of Default, in the following events:

- (i) Promoter/Developer fails to provide ready to move in possession of the Apartment to the Allottees within the time period specified in para 6.1 or fails to complete the project within the stipulated time disclosed at the time of registration of the project with the Authority. For the purpose of this para 'ready to move in possession' shall mean that the apartment shall be in a habitable condition which is complete in all respects including the provision of all specifications, amenities and facilities, as agreed to between the parties, and for which occupation certificate and completion certificate, as the case may be, has been issued by the competent authority;
- (ii) Discontinuance of the Promoter/Developer's business as a developer on account of suspension or revocation of his registration under the permissions of the Act or the rules or regulations made thereunder.

8.2. In case of Default by Promoter/Developer under the conditions listed above, Allottees is entitled to the following :

- (i) Stop making further payments to Promoter/Developer as demanded by the Promoter/Developer. If the Allottees stop making payments the Promoter/Developer shall correct the situation by completing the construction milestones and only thereafter the Allottees be required to make the next payment without any interest; or
- (ii) The Allottees shall have the option of terminating the Agreement in which case the Promoter/Developer shall be liable to refund the entire money paid by the Allottees under any head whatsoever towards the purchase of the apartment, along with interest at the rate prescribed in the Rules within 180 days of receiving the termination notice;

Provided that where an Allottee does not intend to withdraw from the project or terminate the Agreement, he shall be paid, by the Promoter/Developer, interest at the rate prescribed in the Rules, for every month of delay till the handing over of the possession of the Apartment, which shall be paid by the Promoter/Developer to the allottee within 180 days of it becoming due.

8.3. The Allottee shall be considered under a condition of Default, on the occurrence of the following events:

- (i) In case the Allottee fails to make payments for demands made by the Promoter/Developer as per the Payment Plan annexed hereto, within 15 days from the date of the demand notice there shall be a grace period of 5 days and despite that if the Allottee fails to make payments within the said grace period in that regard the allottee shall be liable to pay interest to the Promoter/Developer on the unpaid amount at the rate of 10.65% per annum as prescribe in the Rules;
- (ii) In case of Default by Allottees under the condition listed above continues for two consecutive times according to the Payment Plan mention in **Schedule 'C'** after notice from the Promoter/Developer in this regard, the Promoter/Developer may cancel the allotment of the Apartment in favour of the Allottees and refund the money paid to him by the allottee by deducting the Booking Amount amounting to **Rs. ....../-** (**Rupees ..... only**) and GST (**as applicable**) accrued thereupon and the interest liabilities and this Agreement shall thereupon stand terminated;

Provided that the Promoter/Developer shall intimate the Allottees about such termination at least thirty days prior to such termination.

**9. CONVEYANCE OF THE SAID APARTMENT:**

The Promoter/Developer, on receipt of Total Price of the Apartment as per para 1.2 under the Agreement from the Allottees, shall execute a conveyance deed and convey the title of the Apartment together with proportionate indivisible share in the Common Areas within 3 months from the date of issuance of the occupancy certificate and the completion certificate, as the case may be, to the Allottees:

[Provided that, in the absence of local law, the conveyance deed in favour of the allottees shall be carried out by the Promoter/Developer within 3 months from the date of issue of occupancy certificate]. However, in case the Allottee fails to deposit the stamp duty and registration charges within the period mentioned in the notice, the Allottee authorizes the Promoter/Developer to withhold registration of the conveyance deed in his/her/their favour till payment of stamp duty and registration charges to the Promoter/Developer is made by the Allottees.

**10. MAINTENANCE OF THE SAID BUILDING / APARTMENT / PROJECT:**

The Promoter/Developer shall be responsible to provide maintain essential services in the Project till the taking over of the maintenance of the project by the association of Allottees upon the issuance of the completion certificate of the project. The cost of such maintenance has been included in the Total Price of the apartment.

**11. DEFECT LIABILITY:**

It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any

other obligations of the Promoter/Developer as per the agreement for sale relating to such development is brought to the notice of the Promoter/Developer within a period of 5 (Five) years by the Allottees from the date of handing over possession, it shall be the duty of the Promoter/Developer to rectify such defects without further charge., within 30 (thirty) days, and in the event of Promoter/Developer's failure to rectify such defects within such time, the aggrieved Allottees shall be entitled to receive appropriate compensation in the manner as provided under the Act.

**12. RIGHT TO ENTER THE APARTMENT FOR REPAIRS :**

The Promoter/Developer / maintenance agency / association of allottees shall have rights of unrestricted access of all Common Areas, garages /covered parking spaces for providing necessary maintenance services and the Allottee agrees to permit the association of Allottees and/or maintenance agency to enter into the Apartment or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.

**13. USAGE:**

Use of Service Areas: The Service Area, if any, as located within the Project, shall be earmarked for purposes such as parking spaces and services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks. Pump rooms, maintenance and service rooms, fire fighting pumps and equipment's etc. and other permitted to uses as per sanctioned plans. The Allottees shall not be permitted to use the services areas and the basements in any

manner whatsoever, and the same shall be reserved for use by the association of allottees for rendering maintenance services.

**14. COMPLIANCE WITH RESPECT TO THE APARTMENT:**

14.1. Subject to para 10 above, the Allottees shall, after taking possession, be solely responsible to maintain the Apartment at his/her/their own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Building, or the Apartment or the staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any law or rules of any authority or change or alter or make additions to the Apartment and keep the Apartment, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensuring that the support, shelter etc. of the Building is not in any way damaged or jeopardized.

14.2. The Allottee further undertakes, assures and guarantees that he/she would not put any sign-board/name-plate, neon light, publicity material or advertisement material etc. on the face façade of the Building or anywhere on the exterior of the Project, buildings therein or Common Areas. The Allottees, shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the Allottees shall not store any hazardous or combustible goods in the Apartment or place any heavy material in the common passages or staircase of the Building. The Allottees shall also not remove any wall including the outer and load bearing wall of the Apartment.



14.3. The Allottees shall plan and distribute its electrical load inconformity with the electrical systems installed by the Promoter/Developer and thereafter the association of allottees and / or maintenance agency appointed by association of allottees. The Allottees shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions and the allottees shall not raise any objection and create any obstruction whatsoever if the Promoter/Developer in future purchases the land adjacent to the said Property and amalgamate the same for construction of another phase or block and for such construction the common entrance road is to be used for free access to the New Phase/Block.

**15. COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY PARTIES:**

The Parties are entering into this Agreement for the allotment of a Apartment with the full knowledge of all laws, rules, regulations, notifications applicable to the project.

**16. ADDITIONAL CONSTRUCTIONS:**

The Promoter/Developer undertakes that it has no right to make additions or to put up additional structure(s) anywhere in the Project after the building plan, layout plan, sanction plan and specifications, amenities and facilities has been approved by the competent authority (ies) and disclosed, except for as provided in the Act.

**17. PROMOTER/DEVELOPER SHALL NOT MORTGAGE OR CREATE CHARGE:**

After the Promoter/Developer executes this Agreement, they shall not mortgage or create a charge on the Apartment and it is hereby agreed by and between the Parties herein, that if any

such mortgage or charge or project finance loan is made or created for the entire Project or part of the Project in future for a short period then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge project finance loan shall not affect the right and interest of the Allottees who has taken or agreed to take such Apartment.

**18. APARTMENT OWNERSHIP ACT:**

The Promoter/Developer has assured the Allottees that the project in its entirety is in accordance with the provisions of the West Bengal apartment Ownership Act, 1972.

**19. BINDING EFFECT:**

Forwarding this Agreement to the Allottees by the Promoter/Developer does not create a binding obligation on the part of the Promoter/Developer or the Allottees until, firstly, the Allottee signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee and secondly, appears for registration of the same before the Additional District Sub-Registrar Sonarpur, South-24 Parganas, as and when intimated by the Promoter/Developer, then the Promoter/Developer shall serve a notice to the Allottees for rectifying the default, which if not rectified within 30 (thirty) days from the date of its receipt by the Allottees, application of the Allottees shall be treated as cancelled and all sums deposited by the Allottees in connection therewith excluding the Booking Amount amounting to **Rs. ....../-** **(Rupees .....** **only)** and GST **(as applicable)** accrued thereupon shall be returned to the Allottees without any interest or compensation whatsoever.

**20. ENTIRE AGREEMENT:**

This Agreement, along with its schedules, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said apartment as the case may be.

**21. RIGHT TO AMEND:**

This Agreement may only be amended through written consent of the Parties.

**22. PROVISIONS OF THIS AGREEMENT APPLICABLE ON ALLOTTEE / SUBSEQUENT ALLOTTEES:**

It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Apartment and the Project shall equally be applicable to and enforceable against and by any subsequent Allottees of the Apartment, in case of a transfer, as the said obligations go along with the Apartment for all intents and purposes.

**23. WAIVER NOT A LIMITATION TO ENFORCE:**

23.1. The Promoter/Developer may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement, waive the breach by the Allottee in not making payments as per the Payment Plan [Annexure C] including waiving the payment of interest for delayed payment. It is made clear and so agreed by the Allottees that exercise of discretion by the Promoter/Developer in the case of one Allottees shall not be construed to be a precedent

and/or binding on the Promoter/Developer to exercise such discretion in the case of other Allottees.

- 23.2 Failure on the part of the Parties to enforce at any time or for any period of time the provisions hereof shall not be construed to be a waiver of any provisions or of the right thereafter to enforce each and every provision.

**24. SEVERABILITY:**

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made there under or the applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably in consistent with the purpose of this Agreement and to the extent necessary to conform to Act or the Rules and Regulations made there under or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

**25. METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT:**

Wherever in this Agreement it is stipulated that the Allottee has to make any payment, in common with other Allottee(s) in Project, the same shall be the proportion which the carpet area of the Apartment bears to the total carpet area of all the apartments in the Projects.

**26. BOTH THE PARTIES DO HEREBY MUTUALLY AGREE NOTWITHSTANDING ANYTHING CONTAINED IN THIS AGREEMENT:**

- 26.1 That from the date of possession the Allottees have to pay electricity charges consumed by her on the basis of per unit commercial rate of C.E.S.C. till the transformers and personal meter arrives. The Vendor/Promoter can just apply for the transformer and any delay in getting it is not construed to be any delay. The individual units will be applied by builder's electrician but the security deposit has to be borne by the allottees.
- 26.2 That the time of possession every plumbing and electrical fittings of the flat is to be thoroughly checked by the consumer since after possession if any electrical fittings is broken or any plumbing damage is found the *Developer* will not attend such complaints else any civil or major fault is visible.
- 26.3 That the *Developer/Promoter* is keeping the right for installation of TV Antenna, Wifi-antenna (except Mobile tower) on the roof of the building at a limited place.
- 26.4 That outside grill is a part of elevation and hence if the allottees wish to put any grill then they should do it through the Promoter only to keep it symmetric with other flat owners and nobody is allowed to put any box grill without being mutually discussed and if it does not have any effect on the elevation. The colour of grill should also be symmetric.
- 26.6 That if the Allottees damage the outside plaster or colour during their own works then they should take initiative and repair the same.
- 26.7 That the Demand letter at different stage will be send to the allottees through email which will also be considered as official demand letter.

- 26.8 That the Developer/Promoter is keeping the right for installation of any company's logo on the roof of the building at a limited place.
- 26.9 That after delivery of the proposed flat to the Allottees, by the *Developer/Promoter*, the Allottees shall bear the common expenses such maintenance of the building plumbing sweeper and security etc., Proportionately with other Co-owners of the building @ Rs. 1.50/- (Rupees one and fifty paise) only per month per Sq.ft. for one year to the *Developer/Promoter* till the formation of the Ownership Association. Starting from the date of intimation of possession and registration of Deed of conveyance of the said flat whichever is earlier. The developer will collect maintenance for the first year at the time of intimation of possession & cause the maintenance for that period.
- 26.10 That the Allottees shall pay all taxes, land revenue and outgoings in respect of the said Apartment from the date of intimation of possession and registration of the Deed of Conveyance whichever is earlier with other flat owners proportionately, to the said Developer till the formation of the flat Ownership Associations.
- 26.11 That the Allottees shall pay all taxes, land revenue and outgoings in respect of the said Apartment from the date of intimation of possession and registration of the Deed of Conveyance whichever is earlier with other flat owners proportionately, to the said Developer till the formation of the flat Ownership Associations.
- 26.12 That the Purchasers have gone through the Title Deeds of the Said Property together with all other papers of this Property and after being satisfied with the title of the Property

the Purchaser have agreed to enter into this agreement with the Owner/Vendor and Developer.

**27. FURTHER ASSURANCES:**

Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions to the instruments and action specifically provided for herein, as may be reasonable required in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

**28. PLACE OF EXECUTION:**

The execution of this Agreement shall be completed only upon its execution by the Promoter/Developer through its authorized signatory and the Allottee at the Promoter/Developer's Office. After the Agreement is duly executed by the Allottee and the Promoter/Developer or simultaneously with the execution the said Agreement shall be registered at the office of the Additional District Sub-Registrar at Sealdah or D.S.R. – V at Alipore South-24 Parganas as mutually agreed by and between the Parties herein.

**29. NOTICE:**

That all the notice to be served on the Allottees and the Promoter/Developer as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottees or the Promoter/Developer by Registered Post at their respective address Specified below:

**Allottees Name – 1. SAMBIT BHATTACHARYA**, son of Asok Kumar Bhattacharya and **2. PROGYAMITA BHATTACHARYA** wife of Mr. Sambit Bhattacharya.

**Allottees Address -** 310, Aliance Circle, Cary N C 27519, U S A.

**PROMOTER/DEVELOPER NAME - ANJANEYA BUILDERS & PROMOTERS PVT. LTD.**

**PROMOTER/DEVELOPER ADDRESS -** 53, Garfa Main Road, Kolkata – 700075, Police Station – Purba Jadavpur.

It shall be the duty of the Allottee and the Promoter/Developer to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Registered Post failing which all communications and letters posted at the above address shall be deemed to have been received by the Promoter/Developer or the Allottee, as the case may be.

30. **JOINT ALLOTTEES:**

That in case there are Joint Allottees all communications shall be sent the Promoter/Developer to the Allottee whose name appears first and at the address given by him /her which shall for all intents and purposes to consider as property served on all the Allottees.

31. **SAVINGS:**

Any application letter, allotment Letter, Agreement, or any other document signed by the allottee in respect of the apartment, plot or building, as the case may be, prior to the execution and registration of this Agreement for Sale for such apartment, as the case may be, shall not be construed to limit the rights interests of the allottee under the Agreement for Sale



or under the Act or the rules or the regulations made thereunder.

**32. GOVERENING LAW:**

That the rights and obligation of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the Act and the Rules and Regulations made there under including other applicable laws of India for the time being in force.

**33. DISPUTE RESOLUTION:**

All or any disputes arising out or touching upon or in relation to the terms and condition of this Agreement, including the interpretation and validity of the terms thereof and the respective rights and obligations of the Parties, shall settled amicably by mutual discussion failing which the same shall be settled under the Arbitration and Conciliation Act, 1996, including its statutory modifications and re-enactment that shall be referred to any two arbitrators each to be engaged or appointed by each party and their decision shall be binding upon both the parties herein.

**IN WITNESS WHEREOF** parties hereinabove named have set their respective hands and signed this Agreement for Sale at Kolkata in the presence of attesting witness, singing as such in the day first above written.

**SIGNED AND DELIVERED BY THE WITHIN NAMED:**

**Allottees:**

**Signature.....**

**Name – (1) MR SAMBIT BHATTACHARYA**

Please affix  
Photographs and  
Sign across the  
photograph

**(2) PROGYAMITA BHATTACHARYA**

Please affix  
Photographs and  
Sign across the  
photograph

**Address** - 310, Aliance Circle, Cary N C 27519, U S A.

**SIGNED AND DELIVERD BY THE WITHIN  
NAMED**

**Promoter/Developer:**

**Signature**.....

Please affix  
Photographs and  
Sign across the  
photograph

Name- **ANJANEYA BUILDERS & PROMOTERS PVT. LTD.**

Address - 53, Garfa Main Road, Kolkata – 700075,

Police Station – Purba Jadavpur.

**At .....on.....in the presence  
of:**

**WITNESSES:**

**(1) Signature** .....

**Name** .....

**Address** .....

**(2) Signature** .....

**Name** .....

**Address** .....

**ALL THAT** the **Flat no. 1B** on the first floor of the said building named **KABERI APARTMENT**, measuring 768 Sq. ft. super built up area more or less consisting of 2 Bed Rooms, 1 Drawing cum Dining space, 1 Kitchen, 1 Bath and Privy, 1 W.C. and 1 Balcony of the Housing Complex named and styled as **BASUKI APARTMENT** also together with proportionate undivided share of land and all common rights and common service and expenses and also fixtures and fittings, electrical Installation mentioned in the Fourth Schedule hereunder written and the Flat is being erected as Building **sanction plan** vide Plan No. **2012100127 dated 27.07.2012** sanctioned by the Kolkata Municipal Corporation, on the Said Property situated and lying at Premises No. 15/3/11, Jheel Road, Kolkata – 700031, Police Station - Kasba, within K.M.C. ward no. 92, having assessee No 21-092-13-0516-3 District South 24, – Paraganas.

**SCHEDULE 'B' – FLOOR PLAN OF THE APARTMENT (ATTACHED HERETO)**

**SCHEDULE 'C'**

**(Payment Plan)**

<b>NO.</b>	<b>PAYMENT DESCRIPTION</b>	<b>Total price for the Apartment and Car Parking Space excluding GST (as applicable) to be paid by the Allottee</b>
<b>A</b>	<b>BOOKING AMOUNT</b>	
<b>B</b>	<b>BALANCE BOOKING AMOUNT</b>	
<b>C</b>	<b>AT THE TIME OF AGREEMENT</b>	
<b>D</b>	<b>FOUNDATION</b>	
<b>E</b>	<b>GROUND FLOOR CASTING</b>	
<b>F</b>	<b>1<sup>ST</sup> FLOOR CASTING</b>	
<b>G</b>	<b>2<sup>ND</sup> FLOOR CASTING</b>	
<b>H</b>	<b>3<sup>RD</sup> FLOOR CASTING</b>	
<b>I</b>	<b>4<sup>TH</sup> FLOOR CASTING</b>	

<b>J</b>	<b>BRICK WORK</b>	
<b>K</b>	<b>POSSESSION</b>	
<b>TOTAL</b>		

**SCHEDULE 'D'**

**Specifications, Amenities, Facilities (which are part of the apartment)**

**A.**

<b>1. STEEL</b>	:	Steel used in the building to be of I.S.I. Brand.
<b>2. CEMENT</b>	:	Cement used in the building to be premium quality.
<b>3. BRICK WORK</b>	:	1 <sup>st</sup> class quality bricks to be used. All external walls to be of 8" and all internal walls will be 3" – 5" bricks as per specification.
<b>4. FLOORING</b>	:	<b>a)</b> Entrance & Floor Lobby – Kota/Marble tiles or Combination of both. <b>b)</b> White Marble (2½ × 2).
<b>5. TOILETS</b>	:	<b>a)</b> Hot and cold lines in shower area in toilet. <b>b)</b> White/ivory sanitary ware of reputed brand with esco/perry were fittings.
<b>6. DOOR &amp; WINDOWS</b>	:	<b>a)</b> Entrance door – Polished( one side ) flushed doors.

		<p><b>b)</b> Internal doors – Painted flushed doors. PVC door at Toilet &amp; W.C.</p> <p><b>c)</b> Windows – Aluminium window with glass panels.</p>
<b>7. WALLS (INSIDE)</b>	:	All internal walls and ceiling, living rooms, verandah, Kitchen toilet and W.C. shall be finished in plaster of Paris.
<b>8. WALLS (OUTSIDE)</b>	:	Plaster with good quality paint finish .weather coats
<b>9. ELECTRICAL</b>	:	Concealed wiring with proper gauge of copper wire in PVC (finolex/heavels) to be done in flats including point, switch(anchor/pritam),Switch-board cover etc. at suitable places in the following manner generally:-

Sl.No.	Place	Light Point	Fan Point	5Amp	Calling Bell	15Amp	Exhaust Fan
1.	Bedroom I	2	1	1	-	1	-
2.	Bedroom II	2	1	1	-	-	-
3.	Bedroom III	2	1	1	-	-	-
4.	Liv/Dining	3	2	2	1	1*	-
5.	Toilets	1	-	-	-	1	1
6.	Kitchen	1	-	1	-	1	1
7.	Verandah	1	-	1#	-	-	-

\*For Fridge # For Washing Machine.

In addition to the above mentioned points one point each for Cable T.V., Telephone and Epabx will be provided in the Liv/Dining Area.

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All above costs shall be borne by the Developer/ First Party. Each Flat shall have a separate C.E.S.C. meter whose cost will be borne by the purchasers.

No fixtures of any kind such as Fan, Bulb, Regulator, Exhaust Fan etc. will be supplied by the Developer/ First Party.

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<b>10. KITCHEN</b>	:	Platform to be green granite with stainless steel sink. Counter and washing area will have ceramic tiles 2 feet above the platform.
<b>11. WALL (TOILET)</b>	:	Toilet to be covered with standard quality ceramic tiles up to 5 feet 6 inches.
<b>12. LIFT</b>	:	Lift of standard quality will be provided.
<b>13. OUTSIDE LIGHTING</b>	:	Adequate lighting arrangements with decorative fitting to be provided at the main gate, pathway and around the building for security.
<b>14. PLANTERS</b>	:	Abundant greening of the building to be done.

It is noted that if any extra work is done as per the desire of the Purchaser then for such extra work the Purchaser shall pay the necessary charges to the vendor/Attorney in advance and for this possession date may get extended and if any changes are possible to get done then developer will not be responsible for it.

**SCHEDULE 'E'**

**B.** Vacant roof, land open space in the Ground floor excluding garage space, electrical common fittings and fixtures wiring electric motor and pump, water pipe lines, stair, main gate and entrance, boundary walls, electric meter space, common electric meter, Lift, Community hall, Club room including indoor games, Gym and Library shall be on the ground floor at the building No 10 in the said complex.

**SCHEDULE 'F'****(COMMON EXPENSES)**

- a)** The expenses for maintenance and operation of the lift, white washing painting repairing or replacing, decorating all common portions including generators, common bath rooms, outer walls of the building, boundary walls, stairs cases, main entrance, gate, roads, staircases, landing lobbies, roof of the building, passage and all other spaces for common use.
- b)** Expenses for maintenance cleaning changing replacing shifting all electrical lines, fittings accessories, all pipe connections, septic tank, underground reservoirs, overhead tanks, drainages, motor pump, etc. and all other common fixtures, fittings and installation therein.
- c)** Cost of running generators motor pumps and other electrical installations and their replacement as may be necessary from time to time.
- d)** For supplying providing purchasing maintaining replacing and/or repairing and keeping in good and serviceable order all fixtures, fittings, appliances, materials or keep and cleanliness of the building or any common portions.

- e) Cost of supply of electricity, mobil oil or servicing any other materials or things required for any purpose in connection with the Lift and Generator.
- f) Cost of employing necessary staff including manager, accountant, clerks, darwan, security staff, electricians, jamadars/, sweepers, plumbers etc.
- g) All rates charges assessments impositions and other outgoings payable in respect of all common parts of the building or the entire building so long as separate assessments of flats or units are not made.
- h) Insurance premium for the insurance of the said buildings and also otherwise for insuring the same against earthquake, damage, fire, mob, violence, civil commotion (and other risks, if insured).
- i) Any other common charges, expenses, impositions which may become payable for maintenance of common benefits and utilities and all other expenses and/or outgoings including litigation expenses as are incurred by the Developer/ First Party and/or the association for the common purpose.

#### **SCHEDULE 'G'**

(Common parts) – Common to the Co-owners of flat

- 1) Lobbies in the ground floor excepting Car Parking spaces and Darwans room.
- 2) Paths, passages and open spaces in the housing complex other than those reserved by the Developer/ First Party for their own use. The common portions shall not include the car parking spaces in the open compounds/passages of the complex and such other open and covered spaces in housing complex which



the Developer/ First Party may use or permit to be used for the purpose of parking cars or other purposes.

- 3)** Stair cases on all floors.
- 4)** Stair cases Landings on all floors.
- 5)** Lift lobbies and lift well in all floors.
- 6)** Lift installations and machine room.
- 7)** Pump and machine room.
- 8)** Water pump, water reservoir, septic tank, water pipes and other common pumping installations.
- 9)** Electrical rooms, electrical wiring, meter room, generator room, generator and its accessories meant for common use.
- 10)** The roof top of the said buildings.
- 11)** Drainage and sewerage evacuation pipes from the units to drains and sewers common to the housing complex.
- 12)** Other walls of the building in the housing complex, foundation walls, main entrance gates, boundary walls and main gate to the building.
- 13)** Other common parts, areas, equipments, installations, fittings and fixtures.
- 14)** Common toilet(s) in ground floor of the building.
- 15)** Room for darwan/security guard.

**MEMO OF CONSIDERATION**

**RECEIVED** with thanks from the within named Purchasers/ Third Party the within mentioned sum of Rs. ....../-(Rupees ..... ) only out of total consideration of Rs. 38,63,200/-(Rupees thirty eight lac sixty three thousand two hundred) only including extra development charge in following manner:

<b>Bank</b>	<b>Branch</b>	<b>Cheque No. and date</b>	<b>Amount</b>
			<b>Rs. ....../-</b>

**WITNESSES:**

1.

\_\_\_\_\_  
Signature of the Developer/ First Party

2.

Drafted by: