

THIS AGREEMENT made this the _____ day of _____ Two Thousand
_____ BETWEEN

NAME OF THE PARTIES :

A _____ a company within the meaning of the
Companies Act 1956 having its registered office situated at no.
_____ herein after referred to as SELLER / VENDOR
(which term or expression shall unless excluded by or repugnant to the subject or context be deemed to
mean and include its successors in interest and assigns) of the FIRST PART and

B **MR.** _____ son of _____ AND **MRS.**
_____ wife of _____ residing at
_____, West Bengal herein after referred to as the
"BUYER" (which term of expression unless excluded by or repugnant to the subject or context be
deemed to mean and include his/her/their successors, executors, administrators and assigns) of the
OTHER PART.

- C** UNIT / FLAT NO. “___” in the BUILDING NO. “___” , FLOOR NO. “___” likely to have a super built-up area of _____ sq. ft (more or less)
- D** PRICE PAYABLE Rs. _____/- (Rupees _____ only) as will appear from the **FIFTH SCHEDULE** hereunder written.

WHEREAS:

- E** The Seller caused / commenced a map or plan to be sanctioned by the authorities concerned being B.S. MEMO No. **406 / 11 / ZP / ENGG / BP / 16** by Ashuti II Gram Panchayat, Mouz Kalagachia, Touzi No. 29 / J.L No. 40 - P.S Maheshtala, Under South 24 Paraganas Zilla Parishad (hereinafter referred to as the said PLAN) (More Fully & particularly mentioned & described in the **FIRST SCHEDULE** hereunder written & hereinafter referred to as the said premises.
- F** Whereby and where under the Seller became entitled to construct erect and complete several new buildings on the entirety of the Said Premises (hereinafter referred to as the said GOLDEN VALLEY HOUSING COMPLEX)
- G** The said GOLDEN VALLEY HOUSING COMPLEX Shall consume a Land Admeasuring 6 Bigha 1 Kattah & 8Ch. &19Sft within the boundary/boundaries of Project Puspakunja solely owned & developed by the Seller/Vendor. The said GOLDEN VALLEY HOUSING COMPLEX comprises of several buildings, which shall be used for residential purpose, and in addition to the above the said GOLDEN VALLEY HOUSING COMPLEX also has facilities of a Recreational Centre.
- H** The Buyer is desirous of acquiring on ownership basis ALL THAT the UNIT / FLAT NO. “___” in the BUILDNG No. “___”, FLOOR No. “___” comprised in the said HOUSING COMPLEX containing by ad measurement _____ sq. ft. of super built up area TOGETHER with or without open / covered car parking / two wheeler parking space / s TOGETHER WITH the proportionate share in the land comprised in the said Premises attributable thereto (more fully and particularly described in the **SECOND SCHEDULE** hereunder written and hereinafter referred to as the said FLAT / UNIT) for the consideration and on the terms and conditions hereinafter appearing.

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

ARTICLE – I: DEFINITIONS

In these presents unless there is something in the subject or context inconsistent with the following expression shall have the meaning assigned against them

- 1.1 ARCHITECT shall mean M/s. BHATTACHRYA & ASSOCIATES – Skylark Apartment Ground Floor, 105/B D.H Road Kolkata 700008 or any other firm of architects appointed by the Seller.
- 1.2 NEW BUILDING / NEW BUILDINGS shall mean the various new building to be constructed at the said premises in accordance with the plan with such variations as permitted by the Ashutti II Gram Panchayat / Zilla Parishad.
- a) **(IN THE CASE OF AN INDIVIDUAL)**
the said **BUYER** shall include his / her heirs, legal representatives, executors, administrators and permitted assigns

- b) **(IN THE CASE OF A PRIVATE LIMITED COMPANY / LIMITED COMPANY)**
the said **BUYER** shall mean a company within the meaning of the Companies Act 1956 and include its successor and / or successors in interest and assigns
- c) **(IN THE CASE OF A PARTNERSHIP FIRM)**
the said **BUYER** shall include the partners for the time being of the said partnership business or such other person and/or partners of the said partnership firm or such other persons and/or persons who may carry on the business of the said partnership firm and their respective heirs legal representatives executors administrators and assigns
- d) **(IN CASE OF A HUF)**
the said **BUYER** shall include its Karta and the other members of the said HUF and their respective heirs, legal representatives executors administrators and assigns
- e) **(IN CASE OF A TRUST)**
The said **BUYER** shall include the Trustee and / or Trustees for the time being of the said Trust and their representatives, executor's administrators and assigns.
- 1.3 CAR PARKING SPACES will be in the ground floor and/or in the covered /open area as determined by the Seller at its absolute discretion.
- 1.4 COMMON PURPOSE shall mean and include the purpose of maintaining the said premises and the said building and in particular the common parts and meeting of the common expenses and matters relating to mutual rights and obligations of the owners of various FLAT / UNITS and common use and enjoyment thereof.
- 1.5 COMMON EXPENSES / THE MAINTENANCE EXPENSES shall mean the proportionate share of common expenses to be paid borne and contributed by the Flat Owners and intending purchasers for rendition of common services (more fully and particularly mentioned and described in the **EIGHTH SCHEDULE** hereunder written)
- 1.6 COMMON PARTS AND PORTIONS shall mean and include lobbies, staircases, passageways, lifts, lift-shafts, sub-station, pump rooms, machine room, water tank, generator room, and other facilities whatsoever required for maintenance and / or management of the building to be determined by the seller in its absolute discretion at the time of making over of the possession of the said FLAT / UNIT (more fully and provisionally described in the **THIRD SCHEDULE** hereunder written)
- 1.7 PREMISES shall mean ALL THAT the various pieces and parcels of land situated in Mouza Kalagachia of Ashuti II GP (more fully and particularly mentioned and described in the **FIRST SCHEDULE** hereunder written)
- 1.8 PLAN shall mean the Building plan sanctioned by the Ashuti II Gram Panchayat / Zilla Parishad being and shall include such modification or variation made by the Seller from time to time with prior sanction from the authorities concerned.
- 1.9 HOUSE RULES / USER shall mean the rules and regulations regarding the user/holding of the said FLAT / UNIT (more fully and particularly mentioned and described in the **FOURTH SCHEDULE** hereunder written)
- 1.10 SELLER shall mean the said M/S GOLDEN POINT LANDCON PVT LTD and its successor and/or successors in office/interest and assigns.
- 1.11 SERVICE INSTALLATIONS shall mean sewers, drains, channels, pipes, water courses gutters, main wires, cables, conduits, aerials and soak ways and any other apparatus for the supply of water electricity gas or telephone or television signals or for the disposal of

foul or surface water.

- 1.12 SPECIFICATIONS shall mean the materials / specifications which have been used for construction erection and completion of the FLATS / UNITS of the Housing Complex in general (details whereof will appear from the **SEVENTH SCHEDULE** hereunder written)
- 1.13 FLAT / UNIT shall mean all that the said UNIT / FLAT NO. “___” in the BUILDNG No. “___”, FLOOR No. “___” containing by ad measurement _____ sq. ft. super built up area (more fully and particularly described in the **SECOND SCHEDULE** hereunder written) together with or without open / covered car parking / two wheeler parking space/s as more fully described in the **SECOND SCHEDULE** hereunder together with the undivided proportionate share in the land comprised in the said premises and together with the undivided proportionate share in the common parts and portions areas and facilities.
- 1.14 Singular number shall include plural number as well
- 1.15 Masculine gender shall include feminine and neutral genders as well.

ARTICLE - II: INTERPRETATIONS

In this Agreement (save to the extent that the context otherwise so requires):

- 2.1 Any reference to any act of Parliament whether general or specific shall include any modification, extension or reenactment of it for the time being in force and all instruments, orders, plans, regulations, byelaws, permissions or directions any time issued under it.
- 2.2 Reference to any agreement, contract deed or documents shall be construed as a reference to it as it may have been or may from time to time be amended, varied, altered, modified, supplemented or notated.
- 2.3 An obligation of the buyer in this Agreement to do something shall include an obligation to ensure that the same shall be done and obligation on its part not to do something shall include an obligation not to permit, suffer or allow the same to be done.
- 2.4 Words denoting one gender shall include other genders as well.
- 2.5 Words denoting singular number shall include the plural and vice versa.
- 2.6 A reference to a statutory provision includes a reference to any modification, consideration or re-enactment thereof for the time being in force and all statutory instruments or orders made pursuant thereto.
- 2.7 Any reference to this agreement or any of the provisions thereof includes all amendments and modification made in this Agreement from time to time in force.
- 2.8 The headings in this agreement are inserted for convenience of reference and shall be ignored in the interpretation and construction of this agreement.

2.9 The **SCHEDULE** shall have effect and be construed as an integral part of this agreement.

ARTICLE - III: SALE AND TRANSFER

3.1 In consideration of the various amounts to be paid by the Buyer, the Seller has agreed to sell and transfer ALL THAT the UNIT/FLAT NO. “_____” in the BUILDNG No. “_____”, FLOOR No. “_____” at the said Premises TOGETHER with or without open / covered car parking / two wheeler parking space/s and TOGETHER WITH the undivided proportionate share in the land comprised in the said Premises attributable thereto (more fully and particularly described in the **SECOND SCHEDULE** hereunder written) and together with the undivided proportionate share in the common parts and portions (more fully and particularly described in the **THIRD SCHEDULE** hereunder written) (hereinafter collectively referred to as THE SAID FLAT / UNIT).

ARTICLE – IV : CONSIDERATION / PAYMENT

4.1 In consideration of the aforesaid the buyer has agreed to make payment of a sum of **Rs. _____/- (Rupees _____)** hereinafter called the CONSIDERATION AMOUNT (which amount includes the cost of construction of the said FLAT / UNIT, parking charges, proportionate costs towards electrification, proportionate costs towards generator, proportionate costs towards right to use Club / Recreational Centre, subject to Rules and Regulations as may be made applicable for the members, proportionate costs towards Gas connection, common parts and facilities) such consideration amount to be paid in the manner provided for in the **FIFTH SCHEDULE** hereunder written.

4.2 In addition to the aforesaid consideration the buyer has also agreed to pay to the seller various amounts (more fully and particularly mentioned and described in **SIXTH SCHEDULE** hereunder written) and payment of such amounts shall be made at or before taking over possession of the said FLAT / UNIT and in addition the buyer agrees to make payment of the charges in respect of :

- a) Charges for providing any additional work in or relating to the said FLAT / UNIT at the request of the Buyer and for providing any additional facilities or utility for the said FLAT / UNIT.
- b) All betterment fees, taxes and other levies or charges imposed by the government or any other authority relating to the said Premises and / or the said FLAT / UNIT shall be paid and borne by the Buyer proportionate to his / her / its interest therein and those relating only to the said FLAT / UNIT shall be borne solely and conclusively by the Buyer.

4.3 Time for payment being the essence of the contract, in the event of any default on the part of the Buyer in making payment of any of the amounts agreed to be paid in terms of this Agreement the Seller shall be entitled to claim interest at the rate of 12% per annum on the amount remaining outstanding with a grace period of three months.

4.4 In the event of any default on the part of the Buyer in making payment of any of the amounts in terms of this Agreement and if such default continues for a period of thirty days from the same becoming due, the Seller shall be entitled to and are hereby authorized to determine and/or rescind this Agreement and forfeit a sum equivalent to ten percent of total amounts due and payable as on the date of cancellation, which ever is higher, by the Buyer to the Seller as and by way of predetermined liquidated damages and refund the balance and the Buyer shall cease to have any right or claim under this

Agreement and/or in respect of the said FLAT / UNIT and the Seller shall be entitled to enter into agreements for sale and transfer with any other person or persons without any claim on the part of the buyer and the purchaser hereby consents to the same.

- 4.5 The Buyer agrees and covenants not to claim any right or possession over and in respect of the said FLAT / UNIT till such time the Buyer has made and / or deposited all the amounts herein agreed to be paid or deposited by the Buyer.
- 4.6 It is hereby agreed and declared that the Buyer has agreed and committed itself to make payment of the amounts payable as and when due as per the timely requests made by the Seller in terms of these presents by the way of fax, emails, mails etc. It shall be obligatory or necessary on the part of the Buyer also to pay up the due amounts payable as and when due irrespective of any notice or demand has been served by the Seller to the Buyer.
- 4.7 In the event of the Seller providing any additional materials facilities or gadgets over and above what has been agreed upon for the benefit of the residents of the building and/or Building and/or GOLDEN VALLEY HOUSING COMPLEX the buyer shall be liable to make payment of the proportionate share in respect thereof and the same shall form part of the common portions. However, whether such additional facilities or amenities are to be provided for will be entirely at the sole discretion of the Seller and the Buyer hereby consents to the same.

ARTICLE - V: CONSTRUCTION AND COMPLETION

- 5.1 The Seller Shall construct, erect and complete the said building and / or the said FLAT / UNIT with such materials and / or specifications (more fully and particularly mentioned and described in the **SEVENTH SCHEDULE** hereunder written) or as recommended by the Architect and the Buyer has agreed not to raise any objections whatsoever or howsoever :
- 5.2 The said FLAT / UNIT Shall be constructed in accordance with the said Plan duly sanctioned by Ashuti II Gram Panchayat / Zilla Parishad, with such various modifications or alternations as deemed fit and proper by the Seller or the Architect or as required by the authorities concerned and the Buyer hereby consents to the same and hereby further agrees not to raise any objection to such alterations or additions made by the Seller and/or the Architect.
- 5.3 The said FLAT / UNIT shall be completed and will be certified fit for habitation by the Architect of the said Building.
- 5.4 The Said Flat / Unit and its admeasuring area mentioned is in its Super Built Up form and the actual carpet area is less 20% of such Super Built Up wherever mentioned. The 20% is architecturally consumed by the Loft, Alleys, Lift Shat, Stair Case, and Amenities & Facilities.
- 5.5 The above clause is in accordance to the new Real Estate Bill passed by the Honorable Legislative assembly of both Houses of the Parliament.
- 5.6 Competition of Phase-I for he said Golden Valley Housing Complex is scheduled to be completed by May 2018 from the start of construction in May 2016 & subsequently for Phase II is May 2019 subjected & in lieu with Article – XI of this Agreement.
- 5.7

Due to Any Unforeseen Circumstance, if the Company is unable to offer registration for booking/ allotment of the flat to the Buyer within a period of 180 days of completion of the

above mentioned phases, it shall provide two option to the Buyer(s)

- a) The Buyer(s) may apply for an alternative property developed by the Company or
- b) The Company shall refund the entire amount deposited by the Buyer with simple interest of 12% per anum within 90 days of such notice.

ARTICLE - VI : POSSESSION

- 6.1 The said FLAT / UNIT being ready and made fit for habitation (and in this regard the decision of the Architect shall be final and binding), the Seller shall serve a notice on the Buyer upon expiry of 45 days from the date of completion of the Flat/ Unit under the motioned Phases (1&2) and within 7 days from the date of such notice (hereinafter referred to as the POSSESSION DATE) the Buyer shall be deemed to have taken over possession of the said FLAT / UNIT and shall be liable for making payment of the common expenses and maintenance charges PROVIDED HOWEVER in no event the Buyer shall be entitled to claim physical possession of the said FLAT / UNIT until such time the Buyer has made full payment of all the amounts payable by the Buyer to the Seller and the Seller shall not be liable to deliver possession of the said FLAT / UNIT until such time the Buyer has made full payment of the amounts to be paid by the Buyer in terms of this Agreement.
- 6.2 It is made clear that if at the time of handing over possession of the said FLAT / UNIT the built up area comprised in the said FLAT / UNIT is found to be less or more according to the certificate of Architect, then the consideration amount, towards the FLAT / UNIT shall be reduced or increased proportionately and the buyer shall pay for increased area and the seller shall adjust in case of lesser area against the other amounts / deposits payable by the buyer.
- 6.3 Before taking over possession of the said FLAT / UNIT the Buyer has agreed:
- a) To pay to the Seller such amounts due and payable on account of the consideration as mentioned in **FIFTH SCHEDULE** hereto and the proportionate costs of all payments made for extra common facilities to be provided to all occupiers of the said Building
 - b) To pay the amount to the Seller for the purpose as mentioned in the **SIXTH SCHEDULE** hereunder written.
- 6.4 From the Date of Possession the Buyer shall be liable to and agrees to pay and contribute the proportionate share of municipal rates, multistoried taxes and other taxes, maintenance and service charges and all other outgoings payable presently or which may be imposed or levied in future in respect of the said FLAT / UNIT and proportionately for the whole building and premises regularly and punctually whether actual physical possession of the said FLAT / UNIT is taken or not by the Buyer.
- 6.5 Without making the payment of all the amounts agreed to be paid by the Buyer, the Buyer shall not be entitled to claim possession of the said FLAT / UNIT but if the Buyer fails to take over possession of the said FLAT / UNIT within seven days from the date of notice to that effect being given, the Buyer shall be liable to make payment of the amounts agreed to be paid by the Buyer and the Buyer shall also be liable to pay the proportionate share or municipal rates, taxes and maintenance charges.

ARTICLE –VII : FACILITIES / AMENITIES

- 7 For the benefit of all the occupants / residents in the said GOLDEN VALLEY HOUSING COMPLEX and subject to what is hereunder stated the Seller has agreed to provide the

following facilities :

A) Club / Recreation Centre

- 7.1 For the benefit of the Residents and / or occupants of the said GOLDEN VALLEY HOUSING COMPLEX, the Seller has provided a Club / Recreational Centre in the form of Gymnasium / Health Club, banquet / community hall / Departmental Store etc as recommended by the Architect. The said facilities of Club / Recreational Centre also includes facilities Such as relaxation parks / gardens, open to sky Courtyard etc distributed and scattered in the said GOLDEN VALLEY HOUSING COMPLEX.
- 7.2 The use of the said Club / Recreational Centre will be made available to all occupants and / or residents of the said GOLDEN VALLEY HOUSING COMPLEX subject to their regularly and punctually making payment of such charges for user of the said facilities.
- 7.3 The Management of such Club / Recreational Centre shall be transferred to the Association and / or Syndicate and / or Society which may be formed by the FLAT owners of the said HOUSING COMPLEX who shall form a Committee IT BEING EXPRESSLY AGREED that it will be entire for the Seller to nominate as to who would be the first office bearers of the said Committee of the said Club / Recreational Centre.
- 7.4 The said Club / Recreational Centre will be run and operated by the said Committee which may be formed by the Association and / or Syndicate / and or Society and the charges and / or rules and regulations shall be such as shall be framed and / or decided by the said Committee.
- 7.5 The right of user of the said Recreational Centre will be available to the Buyer and the members of his family subject to the Buyer making payment of the proportionate share of cost charges and expenses for operating and running the said Recreation Centre.

ARTICLE – VIII : HOLDING ORGANISATION

- 8.1 Within one year after registration of the Deeds of Conveyance of all Units in the Buildings or at any time before such time, as the Vendor may in its discretion deem fit and proper, the Vendor will take steps for formation of the Association syndicate, committee, body or society with such rules and regulations as shall be determined by the Advocates and Solicitors of the vendor.. Any association, syndicate, committee, body or society formed by any one or more of the Unit Owners without the prior written consent of the Vendor shall not be recognized by the Vendor and shall not have any right to represent the Unit Owners or to raise any issue relating to the Buildings or the Premises. The maintenance of the Buildings shall only be made over to the Association by the Maintenance Agency and upon such making over, the Association shall be responsible for the maintenance of the Buildings and the Premises.
- 8.2 The Buyer shall become a member of the HOLDING ORGANISATION and hereby agrees to abide by the rules and regulations which shall be framed by the said HOLDING ORGANISATION for the benefit of all the members of the said HOLDING ORGANISATION.
- 8.3 The Buyer shall be laible and agrees to abide by such further house rules as may be made applicable by the said HOLDING ORGANISATION.
- 8.4 As and when the said HOLDING ORGANISATION is formed, the Buyer shall become a member of such HOLDING ORGANISATION and without becoming a member of such HOLDING ORGANISATION shall not be entitled to avail of the various facilities and / or

utilities at the said premises.

ARTICLE - IX : DEFAULT

9 In the event of the Buyer :

- a) falling to make payment of the amounts agreed to be paid in terms of this agreement OR
- b) committing breach of any of the terms and conditions herein contained and on the part of the Buyer to be paid performed and observed then on the happening of any of the aforesaid events the Seller shall be entitled to terminate and / or determine this agreement and forfeit a sum equivalent to ten percent of the total amount of consideration agreed to be paid by the Buyer to the Seller and refund the balance amount, if any, to the Buyer.

9.1 Upon such termination and / or determination the Buyer shall cease to have any rights under this Agreements or in respect of the said FLAT / UNIT and the Seller shall be entitled to enter into any agreement with any other intending purchaser but this will not entitle nor shall the buyer be entitled to claim any charge and / or lien over and in respect of the said FLAT / UNIT.

ARTICLE - X : DOCUMENTATION AND PROFESSIONAL CHARGES

10.1 Mr. AMR Solicitor(s) & Advocate(s) Firm of 208 D.H Road Kolkata 700063, has prepared this Agreement and shall draw all papers documents and drafts required for and / or in connection with the various common purposes relating to the said building and formation of the HOLDING ORGANISATION as envisaged herein and such documents containing covenants to be observed on the part of the parties hereto as in the sole discretion of the said Advocate be determined to be reasonable and the costs and expenses of the same shall be borne and paid by the Buyer proportionately with the other FLAT / UNIT owners and such costs and expenses shall be paid by the Buyer before taking physical possession of the said FLAT / UNIT the Buyer despite his / her / its obligations to pay the remuneration and fees to the said Advocate shall be at liberty to consult any other lawyer / advocate for any independent advice PROVIDED HOWEVER such consultation for independent advice will not absolve the Buyer of his / her / its liability to pay the remuneration as herein provided to towards the documentation and legal fees/charges. The shall be :
Rs. 5000/- (Rupees five thousand) only of this Agreement, Deed of Conveyance.

10.2 The above fees will be paid by the Buyer, in the form of Account Payee cheque / Pay order drawn in favour of "GOLDEN POINT LANDCON PVT LTD"

10.3 In addition to the above the Buyer shall bear the Stamp Duty, registration charges and incidental expenses for and / or in relation to conveyance of the said FLAT / UNIT and for obtaining approval and consents necessary for such transfer and also any other assurance deeds required to be made for or in relation thereto shall be borne and paid by the Buyer.

ARTICLE - XI : FORCE MAJEURE

11 The Seller shall not be regarded in breach of any of the terms and considerations herein contained and on the part of the Seller to be performed and observed if it is prevented

by any of the conditions herein below :

- a) Fire
- b) Natural calamity
- c) Tempest
- d) Abnormal increase in the price of building materials.
- e) Labour unrest
- f) Local problem and / or local disturbance
- g) Any prohibitory order from the court, Zilla Parishad, Joka II Gram Panchyat, Kolkata Municipal Corporation, and other authorities.
- h) Any other unavoidable circumstances beyond control of the Seller.

ARTICLE - XII : MISCELLANEOUS

- 12 The right of possession of the Buyer in respect of the said FLAT / UNIT shall arise only upon the Buyer fulfilling all the obligations as are contained in this agreement.
- 12.1 The Buyer shall not be entitled to transfer, let out, mortgage, grant lease in respect of the said FLAT / UNIT without the consent in writing of the Seller till such time the Buyer has fulfilled all the obligations and the possession of the said FLAT / UNIT has been obtained by the Buyer..
- 12.2 The right of the Buyer shall remain restricted to the said FLAT / UNIT and in no event the Buyer shall be entitled and hereby agrees not to claim any right in respect of the other parts or portions of the said building and / or HOUSING COMPLEX and the said premises or any part or portion thereof.
- 12.3 It is hereby agreed and clarified that the right of the Buyer shall remain restricted to the said FLAT / UNIT and proportionate share in all common parts portions areas and facilities and the Buyer shall not be entitled to claim any right over and in respect of the other portions of the said GOLDEN VALLEY HOUSING COMPLEX and in the event of the Seller deciding to make any further constructions on any other parts and portions of the said Premises the Buyer agrees not to raise any objection.
- 12.4 HOUSING COMPLEX shall be known by the name of **GOLDEN VALLEY HOUSING COMPLEX** and the said name shall not be changed under any circumstances.
- 12.5 It shall be the obligation of the buyer to have this Agreement properly stamped and registered and the Seller's authorised representative shall remain present to witness the execution thereof.
- 12.6 The Buyer to pay the proper stamp duty on this agreement as applicable from time to time and it shall be the obligation of the Buyer to have this agreement stamped in accordance with the provisions of the West Bengal Stamp Act. The original of this Agreement will be handed over to the Buyer and the Seller's authorised representative will remain present for the purpose of execution of this Agreement. In the event of the Buyer requiring this Agreement to be properly stamped it shall be obligatory for the Buyer to make payment of the stamp duty and registration charges and the other incidental expenses.

- 12.7 This Agreement is personal and the Buyer shall not be entitled to transfer let out mortgage grant lease in respect of the said FLAT / UNIT without the consent in writing of the Seller until such time the full amount of consideration has been paid by the Buyer to the Seller and the Buyer performing and observing all the other terms and conditions herein contained and on the part of the Buyer to be performed and observed PROVIDED. HOWEVER after the full payment of the entire considerations amount the Buyer shall be entitled to let out, grant, lease and / or mortgage and / or in any deal with the said FLAT / UNIT for which no further consent of the Seller shall be required.
- 12.8 The Seller and the Buyer have entered into this Agreement purely on principal to principal basis and nothing stated herein shall be deemed to constitute a partnership between the Seller and the Buyer or to be construed as a joint venture or Joint Ventures between the Buyer and the Seller nor shall the Seller and the Buyer, constitute an association of persons. Each party shall keep the other party duly indemnified from and against the same.
- 12.9 Each clause is independent of the other and in the event of any clause becoming void and / or unenforceable then and in that event the other clauses shall survive.
- 12.10 This Agreement contains the entire Agreement of the parties and no oral representation or statement shall be considered valid or binding upon either of the parties nor shall any provision of this Agreement be terminated or waived except by written consent by both the parties. The Buyer acknowledges upon signing this agreement, conditions, stipulation, representations guarantees or warranties have been made by the Seller other than what is specifically set forth herein.
- 12.11 This Agreement supercedes all other agreements arrangements, understanding or brochure and in no event the Buyer shall be entitled to set up any oral Agreement.

ARTICLE – XIII : NOTICE

- 13 All notices to be served hereunder by either of the parties to the other shall be deemed to have been served on the 4th day of the date the same has been delivered for despatch to the postal authority by registered post with acknowledgement due at the last known address of the parties hereto.

ARTICLE – XIV : ARBITRATION

- 14.1 All disputes and differences between the parties hereto regarding the construction or interpretation of any of the terms and conditions herein contained or touching these presents or determination of any liability shall be referred to the arbitration in accordance with the provisions of the Arbitration and Conciliation Act 1996 or any other modifications or enactment thereto for the time being in force.
- 14.2 The Seller and the Buyer shall not commence legal proceedings or to have any Receiver appointed in the said premises or the said building unless the same is first referred to arbitration and the Arbitrator has given its award.
- 14.3 The Arbitrators shall have summary power.
- 14.4 The Arbitrators shall have the right to give interim awards and directions.

ARTICLE – XV : JURISDICTION

- 15 Courts at Calcutta alone shall have Jurisdiction to entertain and try all actions suits and proceedings arising out of this Agreement.

THE FIRST SCHEDULE ABOVE REFERRED TO

(THE SAID PREMISES)

The Seller caused / commenced a map or plan to be sanctioned by the authorities concerned being B.S. MEMO No. **406 / 11 / ZP / ENGG / BP / 16** by Ashuti II Gram Panchayat, Mouz Kalagachia, Touzi No. 29 / J.L No. 40 - P.S Maheshtala, Under South 24 Paraganas Zilla Parishad (hereinafter referred to as the said PLAN) (More Fully & particularly mentioned & described in the **FIRST SCHEDULE** hereunder written & hereinafter referred to as the said premises.

THE SECOND SCHEDULE ABOVE REFERRED TO

(THE SAID FLAT / UNIT)

ALL THAT the FLAT / UNIT No. “___” on the “___” FLOOR of BUILDING No.“___” at the premises described in the **FIRST SCHEDULE** hereinabove written containing by admeasurements _____ sq. ft. of super built up area (be the same a little more or less) and also along with _____. No. Covered /Open Car parking/ Two wheeler parking space, TOGETHER WITH the proportionate share in all common parts portions areas and facilities and TOGETHER with the undivided proportionate share in the land comprised in the said Premises attributable thereto.

THE THIRD SCHEDULE ABOVE REFERRED TO

(COMMON PARTS AND PORTIONS)

SECTION – A

1. AREAS:

- i) Entrance and exits to the Premises and the new Building.
- ii) Durwan’s room (s), common Toilets / Urinals, if any.
- iii) Boundary walls and main gate of the Premises.
- iv) Staircases and lobbies on all the floors including Ground Floor.
- v) Entrance lobby, ramps, driveways except car parking space, electric / utility / generator / pumps / motors / office / store room(s) / space (s) to be used by the Service Company and / or its agent (s) if any.
- vi) Lift wall / well, landings, chute, lift machinery rooms, staircases etc.
- vii) Fire Fighting system Installations e.g. Jockey pump, Fire pump.
- viii) Overhead tank / Under ground Reservoir / Deep tube well.
- ix) Club / Recreation Center

2. WATER, PLUMBING AND DRAINAGE :

- i) Drainage and sewage lines and other installation for the same (except only those as are installed within the exclusive area of any FLAT / UNIT and / or exclusively for its use.)

- ii) Water supply systems
 - iii) Deep tube well of adequate capacity, water pump, iron removal plant underground and overhead water reservoir together with all common plumbing installations for carriage of water (save only those as are within the exclusive area of any FLAT / UNIT and / or exclusively for its use.)
- 3. ELECTRICAL INSTALLATION :**
- i) Transformer, Switchgear, Air Circuit Breaker, Electrical wiring, WBSEB meters, Sub – meters and other fittings (excluding only those as are installed within the exclusive area of any FLAT / UNIT and / or exclusively for its use).
 - ii) Lighting of the Common Portions
 - iii) Lifts with all accessories.
 - iv) Generator, its installation and allied accessories.
 - v) Intercom / EPAX and other installations.
- 4. FIRE FIGHTING SYSTEMS & INSTALLATIONS :**
(Except those as one installed within the Exclusive area of any FLAT / UNIT and / or exclusively for its use.)
- 5. OTHERS :**
Such other common parts, areas equipments, installations, fittings, fixtures and spaces including Club / Recreational Center, Community Hall, Gas bank, Park and any other facility and / or amenity to be used in common in or about the Premises and the new Buildings as are necessary for passage to and / or user of the FLAT / UNITS in common by the Co-Owners excepting those which have been exclusively allotted to a FLAT / UNIT owner.

SECTION – B (Those for which proportionate costs to be paid by the buyer)

- 1. All cost towards internal electrifications such as installation of intermediate transformers, wiring, cabling and other installations connecting to individual buildings. The load capacity set to individual FLAT / UNITS shall not exceed 3KW in case of a two bed roomed FLAT / UNIT. The above costs however does not include the expenses / deposits payable to WBSEB towards H.T Line and its infrastructure for bringing power / service line.
- 2. Fire fighting equipment
- 3. Gas Bank – installation and its infrastructures including the connection up to individual FLAT / UNITS.

THE FOURTH SCHEDULE ABOVE REFERRED TO

(USER' S COVENANTS / RESTRICTIONS)

- 1 **RATES AND TAXES**
The Buyer agrees to use and to hold the said FLAT / UNIT subject to the following Covenants and conditions.
- i) To regularly and punctually make payments of the Municipal / Panchayat rates, taxes

and other outgoings payable in respect of the said FLAT / UNIT fully and proportionately for the common portion.

- ii) To regularly and punctually make payment of any fresh levies and impositions on account of rates and taxes payable for the common parts and portions of the said Building and / or HOUSING COMPLEX.
- iii) Too regularly and punctually make payment of the proportionate share of Service / Maintenance Charges to the Seller and upon formation to the said HOLDING ORGANISATION for rendition of common services and for maintenance of the common parts and portions.
- iv) To pay and discharge all existing and future rates and water charges, taxes, duties. Assessments, impositions and outgoings of what so ever nature, whether or not of a capital or non recurring nature or of a wholly novel character which now are or may be imposed and/or levied in future in respect of the said FLAT / UNIT wholly and proportionately for the said GOLDEN VALLEY HOUSING COMPLEX.
- v) To pay to the suppliers and indemnify the Seller against and charges for electricity, telephone, water, gas and other services consumed in the said FLAT / UNIT including any connection charge and meter installations costs and rents.

2 REPAIRS

- I) From time to time and at all times to repair and maintain and keep in good and substantial repair and condition the said FLAT / UNIT.
- ii) To replace from time to time the fittings and fixtures including water and electrical installations with the intent and object or keep the neighboring FLATS / UNITS and / or to any part or portion of the said Building and / or HOUSING COMPLEX.

3 DECORATION

As often as reasonably necessary and in a workman like manner to:

- i) Wash down, clean and treat in accordance with the recommendation. Or otherwise reasonable requirements the said FLAT / UNIT including all external cladding and to repaint and reseal all joints requiring the same and to re-fix or replace any cladding panels in need of re-fixing or replacement.
- ii) To prepare and decorate or otherwise treat, as appropriate all the exterior and internal parts of the FLAT / UNIT required to be treated properly.

4 LATE PAYMENT

If any monies payable to Seller hereby reserved or any part thereof remains unpaid for 14 (fourteen) days after becoming payable (whether formally demanded or not) then without prejudice to any of the other rights which the Seller may have against the Buyer, the Buyer shall be liable to pay :

- I) Interest at the rate of 12% percent per annum on such outstanding monies fall due for payment to the date of actual payment.
- ii) An administrative charge at the current prevailing rate to be determined by the Seller which the Seller may recover such interest and / or administrative charges on demand.

5. OTHER CHARGES

The Buyer shall be liable to pay for all water, gas, electricity and any other supplied to

the said FLAT / UNIT and / or proportionately for the Premises / HOUSING COMPLEX and in the event of such water, gas, electricity and other services not being supplied and metered separately to pay to the Seller on demand a proportionate part of the costs therefore such costs to be calculated by the Seller and notified to the Buyer in writing and such notification shall be conclusive as to the amount of the said cost. The buyer shall also reimburse to the Seller on demand for all taxes or impositions levied or imposed from time to time on the services supplied to the said FLAT / UNIT and / or Premises / HOUSING COMPLEX (or if not levied or imposed separately in respect of the premises/HOUSING COMPLEX then a proportionate amount of such taxes or imposition) and any increase thereon..

6. NOTIFICATION OF DAMAGE

The Buyer shall forthwith notify the Seller and/or upon formation, the HOLDING ORGANISATION, of any damage defect or malfunction which may occur in or to any part of the FLAT / UNIT and/or the HOUSING COMPLEX, water pipes, gas pipes, electrical wiring, air conditioning duct or any other fittings and fixtures therein.

7. CLEANLINESS AND HYGIENE.

- i) The Buyer shall keep the said FLAT / UNIT and / or every part thereof clean and hygienic and tidy and to keep all pipes, drains basins, sinks and water closets clean and unblocked.
- ii) The Buyer shall collect and / or to remove all the rubbish whatsoever and to dispose them off in approved refuse bins and / or HOLDING ORGANISATION as the case may be may from time to time direct.
- iii) The Buyer Shall not throw refuse, rubbish, scrap, tins bottles, boxes, containers of any kind or any article or thing through or over windows or in any corridor or common part of the said premises expect in the proper bins receptacles or containers only.

8. INSURANCE

The Buyer shall not permit or suffer to be done anything whereby the policy or policies of insurance on the building or the premises and / or the FLAT / UNIT against loss damage by fire or other risks may be rendered void or void able or whereby the rate of premium thereon may be increased to make good all damages suffered by the Seller and to repay to the seller and / or HOLDING ORGANISATION on demand all sums paid by way of increased premiums and all other expenses relating to renewal of such policies rendered necessary or by a breach or non-observance of this covenant without prejudice to any other right of the Seller and / or the HOLDING ORGANISATION as the case may be.

9 WAIVER OF DEFAULT

- i) No condoning, excusing, overlooking, indulgence or forbearance by the Seller of any breach of the Buyer's obligations herein shall operate as a waiver of the Seller's right or in any way affect the Seller's rights or in any way affect the Seller's right hereunder in respect of any continuing or subsequent breach by the buyer of its obligations herein and no waiver by the seller shall be inferred form or implied by anything done or omitted by the Seller but such waiver shall be expressly stated to be so in writing and signed by the Seller. Any consent given by the Seller shall operate as a consent only for the particular matter to which it relates and shall in no way operate as a waiver on release of any of the provisions herein nor shall it be construed as dispensing with the necessity of obtaining the specific written consent of the Seller in future unless expressly so extended.
- ii) In giving its consent on any matters hereunder wherein the consent of Seller is required, the Seller shall be at liberty to impose such conditions as it deems fit.

10. **HOUSE RULES**

As from the date of possession of the said FLAT / UNIT the Buyer agrees and covenants –

- I) To co-operate with the other co-purchasers and Seller and also with the HOLDING ORGANISATION in the management and maintenance of the said new building.
- ii) To observe the rules framed from time to time by the Seller and upon the formation of the HOLDING ORGANISATION by such HOLDING ORGANISATION.
- iii) To use the said FLAT / UNIT for residential purposes and not for other purposes whatsoever without the consent in writing of the Seller.
- iv) To allow the Seller with or without workmen to enter into the said FLAT / UNIT for the purpose of maintenance and repairs but generally within only with 48 hours prior notice in writing to the Buyer.
- v) To pay and bear the common expenses and other outgoings and expenses since the day of possessions and also the rates and taxes for the said FLAT / UNIT and proportionately for the HOUSING COMPLEX and / or common parts / areas and wholly for the said FLAT / UNIT and / or to make deposits on accounts thereof in the manner mentioned hereunder to the Seller and upon the formation of the HOLDING ORGANISATION to such HOLDING ORGANISATION. Such amount shall be deemed to be due and payable on and from the date of possession whether physical possession of the said FLAT / UNIT has been taken or not by the Buyer. The Buyer shall pay the said amounts without raising any objection thereto regularly and punctually within 72 hours to the Seller and upon formation of the HOLDING ORGANISATION to such HOLDING ORGANISATION.
- vi) To deposit the amounts reasonably required with the Seller and upon the formation of the HOLDING ORGANISATION with such HOLDING ORGANISATION towards the liability for rates and taxes and other outgoings.
- vii) To pay charges for electricity in or relation to the said FLAT / UNIT wholly and proportionately relating to the common parts.
- viii) Not to subdivide the said FLAT / UNIT and / or the parking Spaces if allotted or any portion thereof.
- ix) Not to do anything or prevent the Seller for making further or additional legal constructions within 9 A.M. to 7 P.M. within any working day notwithstanding any temporary disruption in the Buyer's enjoyment of the said FLAT / UNIT.
- x) To maintain or remain responsible for the structural stability of the said FLAT / UNIT and not to do anything which has the effect of affecting the structural stability of the building.
- xi) Not to do or cause anything to be done in or around the said FLAT / UNIT which may cause or tend to cause or tantamount to cause or effect any damage to any flooring or ceiling of the said FLAT / UNIT or adjacent to the said FLAT / UNIT or in any manner interfere with the use and rights and enjoyment thereof or any open passages or amenities available for common use.
- xii) Not to damage demolish or cause to damage or demolish the said FLAT / UNIT or any part thereof or the fittings and fixtures affixed thereto.

- xiii) Not to close or permit the closing of verandas or lounges or balconies and lobbies and common parts and also not to alter or permit any alteration in the elevation and outside colour schemes of the exposed walls of the verandas lounge or any external walls or the fences of external doors and windows including grills of the said FLAT / UNIT which in the opinion of the Seller differs from the colour Schemes of the building for deviation or which in the opinion of the Seller may effect the elevation in respect of the exterior walls of the said building.
- xiv) Not to install grills of any such design which have not been suggested and approved by the Architect.
- xv) Not to do or permit to be done any act or thing which may render void or make void any insurance in respect of the said FLAT / UNIT or any part of the said building or cause increased premium to be payable in respect thereof if the building is insured.
- xvi) Not to make in the said FLAT / UNIT any structural additions and / or alterations such as beams columns partition walls etc. or improvements of a permanent nature except with the prior approval in writing of the Seller and with the approval of the Architect and sanction of the Joka II Gram Panchayat and / or any concerned authority as and when required.
- xvii) Not to use the said FLAT / UNIT or permit the same to be used for any purposes whatsoever other than residential purpose and shall not use for the purpose which may or is likely to cause nuisance or annoyance to occupiers of the other portions of the said building or the owners and occupiers of the neighboring premises or for any illegal or immoral purpose or as a Boarding House, Club House, Nursing Home, Amusement or Entertainment Center, Eating or Catering Place, Dispensary or a Meeting Place or for any commercial or industrial activities whatsoever.
- xviii) Similarly shall not keep in the parking place anything other than private motor car or motor cycle and shall not raise or put any kutcha or pucca constructions grilles wall or enclosure thereon or part thereof and shall keep it always open as before. Dwelling or staying of any person or blocking by putting any articles shall not be permitted.
- xix) Not to use or permit to be used the allocated car parking space for any other purpose whatsoever other than parking of car / cars.
- xx) Not to park car on the pathway or open spaces or at any other place of the building / HOUSING COMPLEX at any other place except the space allotted to him / her / its and shall use the pathways as would be decided by the Seller.
- xxi) Not to change or put any clothes in or upon the window balconies and other portions which may be exposed in a manner or be visible to the outsiders.
- xxii) To abide by such building rules and regulations as may be made applicable by the Seller before the formation of the HOLDING ORGANISATION and after the HOLDING Organizations is incorporated to comply with and / or adhere to the building rules and regulations of such HOLDING ORGANISATION.
- xxiii) The lobbies, entrances and stairways of the Building shall not be obstructed or used for any purpose other than ingress to and egress from the FLAT / UNIT in the Building.
- xxiv) Children shall not play in the public halls, stairways, or elevators and shall not be permitted in the service elevators of the building.
- xxv) No Buyer / Occupier shall make or permit any disturbing noises in the building or do or

permits anything to be done therein which will interfere with the rights comforts or convenience of other occupiers. No occupier shall play upon or suffer to be played upon musical instruments or permit to be operated phonograph or radio or television, loud speaker in such the apartment if the same shall disturb or annoy other occupants of the building. No Occupier shall give vocal or instrumental instruction at anytime in order to reduce sounds emanating from an apartment.

- xxvi) Each Owner shall keep such apartment in a good state of preservation and cleanliness and shall not throw or permit to be thrown there from or from the doors windows, terraces, and balconies thereof any dirt or other substances.
- xxvii) No article shall be allowed to be placed in the halls or on the stair case landings or fire towers nor shall anything be hung or shaken from the floors, windows, terraces or balconies or place upon the window sills of the Building. No fences or partitions shall be placed or affixed to any terrace without the prior approval of the Seller.
- xxviii) No shades awnings, window guards, ventilators or air-conditioning devices shall be used in or about the building excepting such as shall have been approved by the Seller.
- xxix) No sign, notice or advertisement shall be inscribed or exposed on or at any window or other part of the building except such as shall have been approved by the Seller nor shall anything be projected out of any window of the Building without similar approval and shall install air conditioners only in the spaces specified by the Seller and / or HOLDING ORGANISATION.
- xxx) The passenger elevators in the building unless of the automatic type to be operated by the Passenger shall be operated only by employees of the Seller / Association / and or Syndicate / and or Society and there shall be no interference whatsoever with the same by Buyer or members of their families, or their guests or employees or sub-tenants.
- xxxii) No vehicles, bicycles, scooters, shipping carts or similar vehicles shall be allowed in the passengers elevators except for wheel chairs meant for handicapped person / s and baby carriages or any of the above mentioned vehicles shall be allowed to stand in the public halls, passageways, areas, or courts of the Building / HOUSING COMPLEX
- xxxiii) Kitchen supplies, market goods and packages of every kind are to be delivered only at the service entrance of the Building and through service elevators to the apartments.
- xxxiiii) Water – closets and other water apparatus in the Building shall not be used for any purpose other than those for which they were constructed nor shall any sweepings, rubbish, rags or any other article be thrown into the same and damage resulting for misuse of any water-closets or apparatus shall be paid for by the FLAT / UNIT-owner in whose apartment it shall have been caused.
- xxxv) No bird or animal shall be kept or harbored in the common areas of the Building. In no event shall dogs be permitted on elevators or in any of the common portion of the Building unless accompanied
- xxxvi) No radio or television aerial shall be attached to or hung from the exterior of the Building.
- xxxvii) The agents of the Syndicate / Society / Association / Seller / HOLDING ORGANISATION and any contractor or workman authorized by the Society /

Association / Seller/ HOLDING ORGANISATION may enter in any apartment at any reasonable hour of the day for the purpose of inspecting such apartment to ascertain whether measures are necessary or desirable to control or exterminate any vermin, insects or others pests. If the Syndicate / Society / Association / Seller/ HOLDING ORGANISATION takes measures to control or exterminate carpet beetles within the Buyers Apartment or in any storage or other spaces in the Building occupied by the Buyer, the costs thereof shall be payable by the Buyer upon demand without any demur.

- xxxvii) Garbage and refuse from the apartment shall be deposited in such place only in the building and at such time and in such manner as may be directed by the Seller / HOLDING ORGANISATION
- xxxviii) No vehicle belonging to a Buyer or to a member of his family or guests, subtenant or a employee of a lessee shall be parked in such manner as to impede or prevent ready access to the entrance of the Building by another vehicle.
- xxxix) These house rules may be altered and or added and or amended or repeated at any time by the Selller and after formation by the Syndicate / Society / Association after prior consultation with the Syndicate / Society / Association
- XL) Until formation of such HOLDING ORGANISATION the Seller shall manage and maintain the said Building and the common parts thereof.
- 11 The Buyer agrees that:
 - I) The Buyer shall pay regularly and punctually within 7th day of every month and month by month the common expenses as described in the **EIGHTH SCHEDULE** hereunder written at such rate as may decided and determined and apportioned by the Seller to be payable from the date of possession to the Seller and upon formation and tranfer of management of the Building to the HOLDING ORGANISATION such payments are rquired to be made without any abatement or demand.
 - ii) The proportionate rate payable by the Buyer for the common expenses shall be decided by the Seller from time to time and the buyer shall be liable to pay all such expenses wholly if it relates to the Buyer FLAT / UNIT only and proportionately for the Building as a whole. The statement of account of the aportionment of the charges as prepared by the Seller shall be conclusive and final. The Buyer shall not be entitled to dispute or question he same provided that the billing is reasonable. In the event of the transfer of the managment and administration of the said Building to the HOLDING ORGANISATION in terms of this presents the employees of the Seller such as watchman, security staff, lift man etc. shall be employed and / or absorbed in the employment of such HOLDING ORGANISATION with continuity of service and on the same terms and conditions of employment with the Seller and the Buyer shall not be entitled to raise any objection thereto and hereby consents to the same.
 - iii) After the formation of the HOLDING ORGANISATION the Buyer shall pay such amounts for the aforesaid purpose as may be fixed and determined by the HOLDING ORGANISATION.
 - iv) So long each FLAT / UNIT in the said premises is not separately mutated, the Buyer shall pay the proportionate share of all rates and taxes accessed on the whole premises including the charges for loss of electricity while in transmission to the Seller from the date of possession. Such proportion is to be determined by the Seller on the basis of the area of such FLAT / UNIT in the said Building.
 - v) If the Buyer fails to pay the aforesaid expenses or part thereof within time as aforesaid

the Buyer shall be liable to pay interest at the rate of 2% per month and further that if any interest remain unpaid for sixty days, the Seller or upon formation of HOLDING ORGANISATIONS such HOLDING ORGANISATION shall be at liberty to disconnect and / or suspend all common services attached to the Buyer's FLAT / UNIT such as water supply, electricity connections, use of lifts etc. till such dues with interest are paid and shall be liable to pay the common expenses for such suspension period as well as reconnection charges.

**THE FIFTH SCHEDULE ABOVE REFERRED TO
(AMOUNT OF CONSIDERATION)**

The total amount agreed to be paid by the buyer to the seller in terms of this agreement are as follows:

Particulars	Lakhs	Thousands	Hundreds	Tens	Units
For FLAT / UNIT					
For Car / Parking					
Life Time Membership					
Total Amount					

The aforesaid total sum of Rs. _____/- (Rupees _____ only) shall be paid in the manner hereinafter appearing :

Particulars	% of Total Amount to be paid
Before execution of this Agreement	10
On execution of this Agreement	20
20 / 32 Months EMI – Subjected to Phase Selection	60
10% retention Shall be paid by the Buyer upon Execution of Deed of Conveyance & Handover of the Unit(s)	

THE SIXTH SCHEDULE ABOVE REFERRED TO

At or before taking over the possession the Buyer shall pay the following amounts on or before taking possession of the FLAT / UNIT.

- (a) Proportionate share on account of gas connection, if provided-
- (b) Towards expenses for formation for the HOLDING ORGANISATION including the share money.
- (c) If at any time the said Seller shall be liable to make payment of any amount on account of statutory outgoing and / or impositions including sales tax, service tax, the Buyer shall

be liable and agrees to make payment of the amount on account of such statutory outgoings and sales tax and service tax and has agreed to keep the Seller indemnified against all actions suits and proceedings.

- i) Towards expenses for payment towards municipal / Panchayat rates taxes and other outgoings.
- ii) Towards six months equivalent maintenance charges for common maintenance expenses
- iii) Towards such further amounts which may become payable on account of statutory impositions and outgoings, including service tax if any.

Surplus, if any remains with the Seller on account of the aforesaid payments the Seller will hand over such surplus to the HOLDING ORGANISATION upon its formation provided there shall be no default on the part of the Buyer in making payment as mentioned herein above.

THE SEVENTH SCHEDULE ABOVE REFERRED TO (SPECIFICATIONS)

Foundation	:	RCC Pilling.
Structure	:	RCC Frame Structure.
Exterior	:	To be finished with suitable weatherproof paint.
Interior walls	:	Brick walls with POP finish.
Flooring	:	Ceramic tiles
Ground Flr. Lobby / Staircase	:	Stair case/Lobby will be I.P.S flooring with decorative railing & handrail.
Kitchen	:	Black stone kitchen cooking platform with black stone sink. 750 mm. ht. glazed tile (100mm. x 100mm.) dado over cooking platform.
Toilet	:	2100 mm. ht. glazed tile (100mm. x 100mm.) dado in toilet & 1000mm. ht. glazed tile (100mm. x 100mm.) dado in W.C.
Windows	:	Anodized Aluminum windows.
Doors	:	Bed rooms/ Drawing Dining Rooms/Kitchen- (a) Frame -100mm. x 75mm. treated Sal wood frame. (b) Shutter - 35 mm. thick Panel door shutter of hollock wood style & rail at entrance door. 32 mm. thick solid core commercial type flush door shutter in other doors.
Hardware	:	Hardware fittings of reputed make.

Electricals	:	Concealed insulated copper wiring with ISI marked switches. A.C. points in master bedroom, Geyser point in one bathroom, TV points in living/dining & master bedroom. High Speed Automatic Elevator with DG Backup.
Water supply	:	24 hours uninterrupted drinking water supply from deep tube well.
Plumbing	:	HCI pipe (ISI) for sewer, UPVC pipes (ISI) marked for drainage & rain water, GI pipes (ISI) marked or equivalent for water supply & distribution.
Fire	:	All necessary provisions for ultra modern Fire Fighting.

**THE EIGHTH SCHEDULE ABOVE REFERRED TO
(MAINTENANCE CHARGES)**

1. Repairing, rebuilding, repainting, improving or other treatments as necessary and keeping the property and every exterior part thereof in good and substantial repairs order and condition and renewing and replacing all worn or damaged parts thereof.
2. Painting with quality paint as often as may (in the opinion of the HOLDING ORGANISATION) be necessary and in a proper and workmanlike manner all the wood metal stone and other work of the property and the external surfaces of all exterior doors of the building and decorating and coloring all such parts of the property as usually are or ought to be.
3. Keeping the gardens and grounds of the property generally in a neat and tidy condition and tending and renewing all lawns flowers beds shrubs, trees forming part thereof as necessary and maintaining repairing and where necessary reinstating any boundary wall hedge or fence.
4. Keeping the private road in good repair and clean and tidy and edged where necessary and clearing the private road where necessary.
5. Paying a fair proportion of the cost of clearing, repairing, instating any drains and sewers forming part of the property.
6. Paying such workers as may be necessary in connection with the upkeep of the property.
7. Insuring any risks.
8. Cleaning as necessary the external walls and windows and (not forming part of any FLAT / UNIT) in the property as may be necessary keeping cleaned the common parts and halls passages landing and staircases and all other common parts of the Building.
9. Cleaning as necessary of the areas forming parts of the property.
10. Operating maintaining and (if necessary) renewing the lighting apparatus from time to time of the maintained property and providing such additional lighting apparatus as the Seller may think fit.

11. Maintaining and operating the lifts.
12. Providing and arranging for the emptying receptacles for rubbish.
13. Paying all rates taxes duties charges assessments and outgoings whatsoever (whether central state or local) assessed charged or imposed upon or payable in respect of the Building or any part thereof excepting in so far as the same are the responsibility of the individual owners / occupants of any FLAT / UNIT.
14. Abating any nuisance and executing such works as may be necessary for complying any notice served by a local authority in connection with the development or any part thereof so far as the same is not the liability of or attributable to the FLAT / UNIT of any individual lessee of any FLAT / UNIT.
15. Generally managing and administering the development and protecting the amenities in the building and for that purpose employing contractor and enforcing or attempting to enforce the observance of the covenants on the part of any occupants of any of the FLAT / UNITS.
16. Employing qualified accountants for the purpose of auditing the accounts in respect of the maintenance expenses and certifying the total amounts thereof for the period to which the accounts relate.
17. Complying with the requirements directions of any competent authority and with the provisions of all statutes and all regulations orders and by laws made there under relating to the building excepting those which are the responsibility of the owner / occupier of any FLAT / UNIT.
18. Insurance of fire fighting appliances and other equipments for common use and maintenance renewal and insurance of the common television aerials and such other equipment as the Seller may from time to time consider necessary for the carrying out of the acts and things mentioned in this **SCHEDULE**.
19. Administering the management company staff and complying with all relevant statutes and regulations and orders there under and employing suitable persons or firm to deal with this matters.
20. The provision for maintenance and renewal of any other equipment and the provisions of any other service which in the option of the HOLDING ORGANISATION it is reasonable to provide.
21. In such time to be fixed annually as shall be estimated by the HOLDING ORGANISATION (whose decision shall be final) to provide a reserve fund for items of expenditure referred to this **SCHEDULE** to be or expected to be incurred at any time.
22. The said reserve fund shall be kept in separate account and the interest thereon or income from the said fund shall be held by the HOLDING ORGANISATION for the owners of the FLAT / UNITS and shall be only applied in accordance with unanimous or majority decisions of the members of the HOLDING ORGANISATION and with the terms of this **SCHEDULE**.

IN WITNESS WHERE OF the parties hereto have hereunto set and subscribed their respective hands and seals the day month and year first above written.

SIGNED AND DELIVERED

By the **SELLER** at Kolkata
In the presence of:

Witness's
Signature
: _____

Full Name
: _____

Full Address
: _____



SIGNED AND DELIVERED

By the **BUYER**
In the presence of:

Witness's
Signature
: _____

Full Name
: _____

Full Address
: _____



1 Buyer's
Sign. _____

1. Buyer's Full Name

2. Buyer's Sign

2. Buyer's Full Name

MEMO OF CONSIDERATION

Receipt from within mentioned buyers/purchasers a sum of _____
vide cheque no. _____ of _____ Bank,
_____ Branch as and by way of earnest money on execution
of this agreement out of Total consideration money of _____.

VENDOR

Witnesses:-

1.

2.

DATED THIS _____ DAY OF _____ 2016

BETWEEN

_____.

AND

AGREEMENT

BUILDING No. _____

FLAT / UNIT No. _____

FLOOR No. _____

SOLICITOR & ADVOCATE

KOLKATA _____