

THIS DEED OF AGREEMENT made on this _____ day of _____, **2004** BETWEEN _____ a private limited company within the meaning of the Companies Act, 1956, having its registered office at 12C, Chakraberia Road (North), Kolkata – 700 020, hereinafter called **THE DEVELOPER** (which expression shall mean and include its Director or Directors, their successors in office, administrators, legal representatives and assigns) of the **ONE PART**

AND

_____, hereinafter called **THE PURCHASERS** (which expression shall unless excluded by or repugnant to the context be deemed to include their heirs, executors, administrators, legal representatives and assigns) of the **OTHER PART**.

W H E R E A S :

A. _____ all residing at _____, (hereinafter referred to as '**the Owners**') are/were absolutely seized and possessed of and otherwise well and sufficiently entitled to ALL THAT **Premises No.** _____, containing by admeasurement an area of _____ **bigha/s** _____ **cottahs** _____ **chittacks** _____ **sq.ft.** (more or less) (more fully and particularly described in the **First Schedule** hereunder written and hereinafter for the sake of brevity referred to as the '**said premises**') free from all encumbrances, charges, liens, lispendens, attachments, trusts whatsoever or howsoever.

The Developer has already applied before the Authorised Officer as constituted under the West Bengal Building (Regulation of Promotion of Construction and Transfer by Promoters) Act, 1993 for registration under section 3 (1) of the said Act.

In pursuance of such application of the Developer for registration under the West Bengal Act XX of 1993, the Authorised Officer as constituted under the said Act has granted registration to the said Developer in terms of Section 3, Sub-Section (7) of the West Bengal Building (Regulation of Promotion of Construction and Transfer by Promoters) Act, 1993.

The said Developer has been registered under the said Act Bearing **Registration No.** _____ **dated** _____.

The said Developer after registering itself under the West Bengal Act XX of 1993 applied before the authorized officer as constituted under the said Act for granting permission towards the construction of a building upon the schedule plot of land as required under the said West Bengal Act XX of 1993 and whereas permission for construction has been granted.

The said Owners and the Developer herein mentioned entered into a Development Agreement dated _____ for development of the said premises on the terms and conditions and as per the specifications and within the time period as set out in the said agreement.

The said Developer obtained sanction _____ dated _____ to construct a **basement, ground plus** _____ (**G+_____**) storeyed building consisting of several self-contained units for residential purpose on the said premises.

Pursuant to the said Development Agreement the Developer and the Owners have since identified and demarcated their respective allocations of constructed area in the proposed building to be constructed at the said premises by exchange of letters.

NOW THIS AGREEMENT WITNESSETH as follows :

1. On approach and offer by the Purchasers, the Developer and the Owners accepted and agreed to sell and the Purchasers agreed to purchase ALL THAT **Unit No. **** on the **&&&&& floor** measuring **\$\$\$\$ sq.ft. super built-up / built-up / covered area** facing _____ together with **### covered / open car parking space/s** on the ground floor of the building including the undivided proportionate share of land in **Premises No.** _____ and proportionate share of common spaces including staircase and staircase landings, roof, etc. situated and lying within the limits of The Kolkata Municipal Corporation more fully and particularly described in **Schedule 'B'** hereunder written at and for a total consideration of **Rs.** _____/- (**Rupees _____ only**), free from all encumbrances.
2. The Purchasers have since inspected the title and the plan of the said premises and the Development Agreement between the Developer and the Owners herein and agree and covenant not to raise any objection thereto or make any requisition in correction therewith.
3. On the execution of these presents, the Purchasers pay to the Developer abovenamed a sum of **Rs.** _____/- (**Rupees _____ only**) being the advance and/or part-payment of the total consideration mentioned hereinabove, which amount the Developer doth hereby acknowledges to have received from the Purchasers.
4. The Developer shall construct the said Unit as per the specifications as mentioned in **Schedule 'C'** hereunder written, as well as according to the provisions of all the laws and rules in this connection as has been framed and amended from time to time by The Kolkata Municipal Corporation and other statutory body or bodies, specially the West Bengal Building (Regulation of Promotion of Construction and Transfer by Promoters) Act, 1993 which shall be final and binding on the Purchasers who will not raise any objection in this regard, subject to the provision of Section 8 of the said Act.
5. Save and except the aforesaid Unit hereby agreed to be purchased together with the said car parking space/s, if any, and the right of common user over common parts and common portions as specified in **Schedule 'D'** hereinafter written, the Purchasers shall have no claim or right of any nature or kind over in respect of the other portions of the said building in the complex including all the open and covered spaces.
6. If the area of the Unit agreed to be purchased is reduced or increased for some reason or other, in such event the consideration payable by the Purchasers shall also stand reduced or increased to such proportion.

7. That the pump room, staircase, staircase landings, lift, overhead tank, privy, ultimate roof and the other common portions of the building shall always remain common property of the Purchasers for the purpose of common use of such common property.
8. That the Purchasers shall be liable to pay the municipal rates and taxes in respect of the proportionate share of land and the constructed area of the said Unit from the date of getting possession of the said Unit or from the date of execution and registration of the Conveyance Deed by the Owners, whichever is earlier.
9. Subject to the Developer making out a good and marketable title of the said property to the reasonable satisfaction of the Purchasers or the Purchasers' Solicitor performing the other terms of this agreement as hereunder appearing, the purchase shall be completed within 30 months from the date of obtaining permission from the Promoters Cell under the West Bengal Building Regulation of Promotion of Construction and Transfer by Promoters) Act, 1993, subject to force majeure and/or due to (a) Non-availability of steel, cement or any other building material, (b) Any Notice, Order, Injunction of Court, Rules or Notifications of the Govt. or any other Public Authority, (c) Delay in the grant of the Building Occupation Certificate, water sewerage and drainage connections or electric or cable connections or any other permission or sanction by the Government or the Corporation of Kolkata or due to any other circumstances beyond the control of the Developer, (d) Delay in obtaining the delivery of the lifts, (e) Any other reasonable cause as per Section 9 (2) C of the West Bengal (Regulation of Promotion of Construction and Transfer by Promoters) Act, 1993, (for what is a reasonable cause or not, the certificate of the Architect appointed by the Developer for the time being shall be final and conclusive) whereby the Developer is prevented from completing the said building or any portion thereof. In no event shall the Purchasers be entitled to claim any amount from the Developer on account of loss or damages or otherwise if the said building or the said Unit is not completed within the stipulated period. The abovementioned time of completion of the transaction can mutually be extended as the parties may from time to time settle between themselves, time being the essence of the contract.
10. If the Developer delays construction of the said Unit beyond the specified period without justifying any prima facie reasons thereof and in such event if the Purchasers express unwillingness to take delivery of possession of the said Unit as and when completed due to above reasons and claim refund of the advance deposit paid to the Developer, the Developer shall refund the advance deposit together with a compensation of 10% of such advance deposit to the Purchasers in terms of provision of sub-sec. 2 of Sec. 9 of the West Bengal Building (Regulation of Promotion of Construction and Transfer by Promoters) Act, 1993.

11. The Purchasers upon paying the purchase money in full shall be entitled to take possession of the property and shall as from that day pay all outgoings and liabilities in respect thereof unto the Developer / Holding Organisation and shall also pay an extra sum of money as mentioned in **Schedule 'F'**.
12. That in the event of the Purchasers' failure to complete the transaction within the abovementioned period and/or within the extended period as may be settled hereafter mutually between the parties due to default and negligence of the Purchasers inspite of the Developer's readiness and willingness to complete the transaction after making out the good marketable title of the property, the Developer shall be entitled to cancel this agreement after giving 15 days notice, and upon such cancellation the Developer shall refund the entire earnest money within 45 (forty five) days to the Purchasers, failing which the Developer shall pay to the Purchasers an interest per annum upon the said earnest money as per bank rule starting from the 46th day of cancellation of the said agreement till the date of refund.
13. That the Developer shall also construct and complete the said Unit within 30 months from the date of commencement of construction as per the specifications mentioned in **Schedule 'C'** hereunder written.
14. That the conveyance shall be prepared by the Developer's Advocate and the draft thereof shall be delivered to the Purchasers or to the Purchasers' Lawyer at least 30 days prior to the date of registration of the deed of conveyance and all stamp duties, registration charges and other expenses relating to the registration, including the Advocate's fees, shall be exclusively borne by the Purchasers which is to be deposited by the Purchasers in the office of the Developer, for which accountable receipt shall be given by the Developer's Advocate.
15. That the Purchasers shall have full and absolute proprietary right such as the Purchasers derive title, save and except, that of demolishing or committing waste in respect of the said property in any manner so as to affect the other units holders who have already acquired or may hereafter acquire similar proprietary rights as served by this agreement.
16. That the Purchasers shall also be entitled to sell, mortgage, lease or otherwise alternate the property hereby acquired, subject to the terms and conditions contained herein with prior consent of the Developer herein but without the consent of any other unit holder who may have acquired before and who may hereafter acquire any right, title or interest similar to those acquired by the Purchasers. It is also agreed that the Purchasers shall acquire full right, title and interest in the property hereby sold to the Purchasers on the basis of the execution of this agreement and subsequently on registration of the sale deed subject to making payment of the entire money to the Developer.

17. The Purchasers shall not be entitled to nominate and/or assign the right, title and interest obtained and/or acquired through this agreement without the prior consent of the Developer herein.
18. That the Purchasers shall have undivided interest in the land underneath which shall remain joint for all times with the other unit holders who may hereafter or heretobefore have acquired title and interest in the land and in any unit in the building. It is being hereby further declared that the interest in the land is impartible.
19. That the Purchasers may at their own costs and expenses install a personal meter from the CESC Ltd., telephone and other amenities and bear all the expenses for the same and the Developer shall in no way be responsible if the supply of electricity is hindered and/or delayed due to the act of CESC Ltd. and/or other authorities.
20. The roof i.e. the ultimate floor of the demise premises shall always be the common property for the use of all the unit holders of the said premises if any part of the building remains unsold, but none have any right to make any further construction thereupon.
21. That the Purchasers shall have the right to the respective site of the common partition wall demarcating the Purchasers' Unit from another adjacent thereto and shall be entitled to repair and maintain the same but shall not be entitled to damage or open doors or windows on the same, encroaching the privacy of the adjoining unit purchasers.
22. That the Purchasers' common right and facilities and the common expenses therefore have been set out in **Schedule 'E'** hereunder written.
23. Upon payment of the purchase money at the time and in the manner aforesaid and tender of the sale deed, the Owners shall execute a conveyance of the said property with proper covenants for title, peaceful enjoyment, non-encumbrances and further assurances in favour of the Purchasers or the Purchasers' nominee or nominees.
24. In the event of the Purchasers availing loan from any party or financial institution, in that event the Purchasers shall be solely responsible for repayment of such loan, for which the Developer shall not be liable or responsible in any way.
25. That the name of the building complex shall be decided by the Owners.
26. That the liability towards the grievances of the purchasers against construction defects in the said Unit of the demise premises is limited upto 1 (one) year from the date of completion, handing over and/or registration of the said Unit, whichever is earlier.

RESTRICTIONS AND OBLIGATIONS

1. As soon as possible after the completion of the said building in all respects the Developer shall assist in the formation of an Association of all the unit holders under the West Bengal Apartments Ownership Act, 1972.
2. Until the formation of such Association or Maintenance Society or Private Limited Company, the Developer shall manage and maintain the said complex and common parts thereof and the Purchasers shall pay the proportionate maintenance charges and other outgoings in respect of the said Unit agreed to be purchased from the Developer. The Developer is also empowered by the Purchasers to form an 'Ad-hoc' committee until formation of a Maintenance Society / Association.
3. **ON AND FROM THE DATE OF POSSESSION OF THE SAID UNIT, THE PURCHASERS AGREE AND COVENANT** as follows: -
 - a) To co-operate with the Developer in the management and maintenance of the said building.
 - b) To observe the rules framed from time to time by the Developer or by the Association or Maintenance Society as and when formed for the quiet and peaceful enjoyment of the said complex as a decent residential building.
 - c) To allow the Developer or the representative of the Maintenance Society or Ad-hoc body as the case may be with or without workmen with prior notice to enter into the said Unit for the purpose of maintenance and repairs.
 - d) To pay the common expenses and other outgoings since the date of completion of the complex or date of possession, whichever is earlier, and also the rates and taxes for and/or in respect of the said complex, including those mentioned in **Schedule 'E'** hereunder written proportionately for the complex and/or common parts / areas and wholly for the said Unit and/or to make deposits on account thereof in the manner mentioned hereunder to or with the Developer and upon formation of Association or completion or date of possession, whichever is earlier, whether actual possession of the said Unit has been taken or not by the Purchasers.
 - e) To deposit the amounts reasonably required with the Developer and upon formation of the Association or Maintenance Society as the case may be, towards the liability for the rates and taxes, which shall be calculated at the rate as may be thought fit by the Developer.
 - f) To pay charges for electricity and other utilities consumed in or relating to the said Unit and proportionately in relation to the common parts.
 - g) Not to sub-divide the said Unit, servant quarter and/or parking space, if allocated, or any portion thereof.

- h) Not to do any act, deed or thing to obstruct the construction and completion of the new building in any manner whatsoever and notwithstanding any temporary obstruction in the Purchasers' enjoyment of the said Unit.**
- i) Not to throw dirt, rubbish or other refuse or permit the same to be thrown or accumulated in the said Unit or compound or any portion of the complex except in the garbage bin to be provided on the ground floor of the said building.
- j) Not to do or cause anything to be done in or around the said Unit which may cause or tend to cause or affect any damage in any floorings or ceiling of the said Unit or any other portion over or below the said Unit or adjacent thereto or in any manner interfere with the use, rights and enjoyment thereof or of any open space, passage or amenities available for common use.
- k) Not to damage or demolish or cause to be damaged or demolished the said residential Unit or any part thereof or the fittings and fixtures affixed thereto at any time.
- l) Not to close or permit the closing of verandah, lounges, balconies, lobbies and common parts and also not to allow or permit any alteration in the elevation and outside colour scheme of the exposed walls of the verandah, lounge or any external walls or both the faces of external doors and windows, including grills of the said Unit which in the opinion of the Developer may affect the elevation or colour scheme of the exterior walls of the building.
- m) Not to do or permit to be done any act or thing which may render void or make voidable any insurance in respect of the said Unit or any part of the building or cause increased premium to be payable in respect thereof if the building is insured.
- n) Not to make in the said residential Unit any structural addition and/or alternation such as in beams, columns, partition walls, etc. or improvements of a permanent nature except with the prior approval in writing of the Developer and with the sanction of The Kolkata Municipal Corporation and/or any concerned authority.
- o) The Purchasers shall not fix or install any antenna on the roof/terrace of the said building nor shall fix any window antenna excepting that the Purchasers shall be entitled to avail of the Central Antenna facilities to be provided by the Developer to the Purchasers and also to the Owners of the other units in the said premises subject to the payment of proportionate charges thereof, if any, paid/incurred by the Developer.

- p) Not to use the said Unit or permit the same to be used for any purpose whatsoever other than residential purpose and shall not use for the purpose which may or is likely to cause a nuisance or annoyance to occupiers of the other portions of the building and occupiers of the neighbouring premises or for illegal or immoral purposes or as a boarding house, guest house, club house, nursing home, amusement or entertainment center, eating or catering place, dispensary or a meeting place or for any commercial or industrial activity whatsoever and similarly shall not keep in the parking space any thing other than private motor car or motor cycle and shall not raise or put up any temporary or permanent constructions thereon or part thereof and shall keep it always open as before and the dwelling or the staying of the person or the blocking by putting any article shall not be allowed in the car parking space.
- q) Not to use the allotted car parking space or permit the same, if any, to be used for any purpose whatsoever other than parking of a car and not to permit the same to be used by anybody excepting with the consent in writing of the Developer, which consent shall not be unreasonably withheld.
- r) Not to park personal vehicle in other parking or open spaces of the building or any other place except in own allotted space, if any, and shall use the pathway as would be done by the holders of other units or as would be decided by the Developer.
- s) Not to put or display any hoarding by neon sign or display any name or otherwise outside the said residential Unit or the building without the written consent of the Developer.

THE PURCHASERS AGREE as follows:

1. That the Purchasers shall pay regularly and punctually within 7 days of every month in advance, month by month, the common expenses as described in the **Schedule 'E'** hereunder written at such rates as may be decided, determined and apportioned by the Developer, to be payable from the date of possession to the Developer and upon formation and transfer of management of the complex to the said Association or Maintenance Society as the case may be and such payments are required to be made without any abatement of demand.
2. The proportionate rate payable by the Purchasers for common expenses shall be determined by the Developer from time to time and the Purchasers are liable to pay all such expenses wholly.
3. After formation of the Association or the Ad-hoc committee or the Maintenance Society as the case may be, the Purchasers shall pay such amounts for the aforesaid purpose as may be demanded by the authority.

4. So long as each unit in the said premises shall not be separately assessed the Purchasers shall pay the proportionate share of all the rates and taxes assessed on the whole premises. Such proportion is to be determined by the Developer on the basis of the area of such unit in the said premises. The Purchasers also agree to pay the professional cost and charges of the person or persons engaged for mutation and corporation tax assessment work for the said Unit.
5. If the Purchasers fails to pay the aforesaid expenses or part thereof within the time as aforesaid, the Purchasers shall be liable to pay interest at the rate of 18% per annum and further that if any such payment or part thereof, including interest, remain unpaid for 60 days, the Developer or Association/Maintenance Society, if any, shall be at liberty to disconnect and/or suspend all common services attached to the Purchasers' Unit such as water supply, electricity connection, use of lifts and other common facilities etc. till such time the Purchasers make payment of all such dues with interest and the Purchasers shall also be liable to pay the common expenses for such suspension period as well as reconnection charges.

NOTICE

All notices to be served hereunder by either of the parties to the other shall be deemed to have been served on the 7th 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.

JURISDICTION

The Courts at Kolkata alone shall have jurisdiction to enter in and try all actions, suits and proceedings arising out of this agreement.

SCHEDULE 'A' ABOVE REFERRED TO

ALL THAT piece and parcel of land containing by admeasurement ___ **bigha/s** ___ **cottahs** ___ **chittacks** ___ **sq.ft.** (be the same a little more or less) lying situate at and being **Premises No.** _____, butter and bounded:

ON THE NORTH : By
 ON THE SOUTH : By
 ON THE EAST : By
 ON THE WEST : By

SCHEDULE 'B' ABOVE REFERRED TO

A. Particulars of the land

- | | |
|--|--|
| 1. Location of the land | District – 24 Parganas (S)
under jurisdiction of CMC being
Premises No. _____. |
| 3. Ownership of Land | |
| 4. Encumbrances | The property is free from all encumbrances. |
| 5. Location of Unit sufficient
for identification. | ** on the &&&&& floor. |
| 6. Total super built-up / built-up
/ covered area | \$\$\$\$ sq.ft. |
| 7. Constructional details | As per sanctioned plan. |
| 8. Particulars of electricals
and sanitary arrangement. | As mentioned in Schedule 'C'. |
| 9. Particulars of items of
common use. | As mentioned in Schedule 'D'. |

10. Total price payable for the Unit **Rs. _____/-** details of which are mentioned below.

Unit No. ** on **&&&&& floor** measuring **\$\$\$\$ sq.ft.** of super built-up / built-up / covered area together with **### covered/ Open car parking space/s** in the **basement / ground floor..**

- a) On or before signing of this agreement the Purchasers have paid to the Developer as advance. **Rs.**
- b) At the request of the Purchasers, the Developer has agreed to receive balance payment of the total consideration amount in the following manner :

1.	On booking	:	10%
2.	On completion of Foundation work	:	10%
3.	On completion of the First Floor roof slab	:	10%
4.	On completion of the Second Floor roof slab	:	10%
5.	On completion of the Third floor roof slab	:	10%
6.	On completion of the Fourth floor roof slab	:	10%
7.	On completion of the Fifth floor roof slab	:	10%
8.	On completion of the Sixth floor roof slab	:	10%
9.	On completion of the Seventh floor roof slab	:	5%
10.	On completion of brick work of the flat	:	5%
11.	Balance at the time of Possession	:	10%

- b) Particulars of interest payable in : 25% interest per annum. Maximum default of any installment period of delayed payment is one month.

11. Particulars of permission for construction under Section 3 of the Act. : Permitted by the Authorised Officer u/s 3 of the West Bengal Building Regulation of Promotion of Construction & Transfer by Promoters) Act, 1993.

12. Proposed date of making over of possession of the said Unit by the Developer : Within 30 months from the date of commencement of construction provided the Purchasers pay the entire consideration of the said Unit, whichever is earlier.

13. Proposed date of execution of the conveyance of the said Unit by the Developer to the Purchasers : 6 months from the date of getting possession of the said Unit.

SCHEDULE 'C' ABOVE REFERRED TO

RESIDENTIAL APARTMENT

Elevation	A unique blend of oriental and modern Architecture.
External Finish	Blending of cement base paint & other decorative finish.
Paintings	Inside the Unit one coat Plaster of Paris. Windows – Wooden Glazed.
Grills and Doors	Synthetic enamel Painting
Interior staircase	Marble / Kota finish.

FLOORING:

Passage / Common area	Marble slabs
Living / Dining bedroom	Marble slabs

KITCHEN:

Platform	Granite Finish
Flooring	Marble slabs
Sink	Stainless steel
Fittings	Jaguar make

TOILETS / BATHROOMS

Sanitary fittings and flooring	Light colour commode & cistern Jaguar fittings. Hot & Cold water provision Spartek tiles upto 7 ft. on the walls Ceramic tiles on floor.
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DOORS	Flush doors of good quality wood.
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WINDOWS	Wooden / Aluminium
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Electrical arrangement	30 points inside the Unit, stair light and one point on the roof.
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Copper wire: i) Make	Rajnigandha make
ii) Gauge	1/18,3/22,3/20,7/22,7/20.

Switches i) Make	Anchor Switch (Roma)
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N.B: Brands and materials may be changed as per design of the Purchasers and for such changes prior written consent from the Purchasers' end should reach the Developer. The extra expenses for such change must be paid to the Developer in advance.

SCHEDULE 'D' ABOVE REFERRED TO
(COMMON RIGHTS)

1. **One/Two/Three** nos. lifts.
2. Staircase and staircase landings on all the floors of the said building.
3. **Common passage including the main entrance on the floor leading to the roof i.e. the top most floor is common to all the unit purchasers in the said building.**
3. Water pump and water tank, underground reservoir, overhead tank, and water supply line.
4. Electric service line and electric main line wiring, electric for pump installed in the building and in the meter room.
5. Meter room.
6. Drainage and sewers.
7. Boundary walls and main gate.
8. Such common parts, areas, equipments, installations, fixtures, fittings and spares in or about the said building as are necessary for common use.
9. The ultimate roof of the newly constructed building as per sanctioned plan of The Kolkata Municipal Corporation shall be jointly used by all the unit purchasers.

SCHEDULE 'E' ABOVE REFERRED TO
(COMMON EXPENSES)

1. The expenses for maintaining, repairing, redecorating, etc. of the building and in particular the roof, water tanks, gutters and rain water pipes of the building, water pipes and electric wires in, under or upon the building and enjoyed or used by the Purchasers in common with the other occupiers of the other units and parking spaces and the main entrance, passages, landings, staircases and the boundary walls of the building compound, terrace etc.
2. The cost of clearing and lighting the passage, landings, staircase and other parts of the building so enjoyed or used by the Purchasers as aforesaid.

3. The cost of working and maintenance of water connection, lights, lifts, pump and other services.
4. The salaries and other expenses incurred for and payable to any persons employed for common purpose including security, electrician, maintenance, plumber, administration of the building, accountant, clerks, gardener, sweeper, liftman etc. as per the provisions of Section 12 of the West Bengal Act XX, 1993.
5. Municipal and other taxes.
6. In case the building has to be insured in that event the Purchasers shall pay the proportionate charges of the premium with regard to the said premises.
7. Such other expenses as are necessary or incidental for the maintenance and upkeep of the building

**SCHEDULE 'F' ABOVE REFERRED TO
(ADDITIONAL DEPOSITS AND EXPENSES)**

1. Rs. 20/- per sq.ft towards the Purchasers' proportionate share of expenses and outgoings as deposit, which shall be refunded to the Purchasers on the formation of the Holding Organisation.
2. Rs. 5,000/- towards share money application / entrance fee and the Purchasers' share of expenses in connection with the formation of the Holding Organisation.
3. Actual amount calculated on the basis of bills produced by the Developer before the Purchasers towards electric deposit on per sq.ft basis. Payment of deposit money to CESC Ltd. or any other amount which may be determined by the Developer (to be calculated) after ascertaining the actual sums to be deposited and the Purchasers hereby agree to make an additional payment on account of electric transformer, electric sub-station. H.T. Line, cost of construction made for the same and for any payments to be made for this purpose and other additional facilities which may be available and the proportionate amount which may become payable in that regard shall be determined by the Developer, it being expressly agreed and understood that without payment of the said charges the Developer shall be under no obligation to deliver possession of the said Unit to the Purchasers.

4. Rs. 7/- per sq.ft. on account of legal documentation fees shall be paid by the Purchasers to the Developer for making the necessary documents such as agreements and conveyance.
5. Actual amount to be determined/calculated at the rate prevailing on the date of execution on account of stamp fee, registration and other legal expenses before taking the possession.
6. Rs. 12/- per sq.ft. towards the proportionate share of expenses for the maintenance of the building for one year and on actuals and the balance, if any, shall be refunded to the Purchasers at the time of handing over the maintenance of the building by the Developer to the Association or if extra amount has been incurred the same will be charged proportionately.
7. Rs. 12/- per sq.ft towards KMC Tax.
8. The aforesaid amounts of deposits shall not carry any interest and will remain with the Developer until the conveyance deed in respect of the land is executed in favour of the Purchasers, Association or the Holding Organisation and shall be made over to the Association of unit holders deducting therefrom the actual expenses incurred, an account of which shall be submitted by the Developer to the Association on unit holders and the account as submitted by the Developer shall be final, conclusive and binding on the Purchasers and the Purchasers shall not be entitled to dispute the same.
9. That the Purchasers shall pay sales tax and VAT in respect of the construction cost of the said Unit on actual basis, if applicable and payable by the Developer.
10. Sinking fund as shall be determined by the Developer before handing over possession of the said Unit to the Purchasers.

IN WITNESS WHEREOF the parties hereof have put their hands, seal and signatures on the day, month and year first above written.

Signed, Sealed and Delivered
By the **DEVELOPER** at Kolkata
in the presence of :

WITNESS:

Signed, Sealed and Delivered
By the **PURCHASERS** at Kolkata
in the presence of :

WITNESS :