

AGREEMENT FOR SALE

THIS AGREEMENT is made on thisth day of **September**, Two Thousand Twenty Three (2023), BETWEEN **M/S KAUSHALYA KRISHNA INFRASTRUCTURE CONSTRUCTION PVT LTD** (PAN : AADCK7161J), having its office at Sahu Colony, Damodarpur, P.S. Kanti, P.O. Damodarpur, District Muzaffarpur, Pin Code – 843113, State – Bihar, represented by its Director - **SMT. MEENA SINHA**, (PAN – AQQPS8814A, AADHAAR NO- 8079 1116 7587), wife of Shiv Nandan Sah, by faith Hindu, by occupation

Business, by nationality Indian, residing at Sahu Colony, Damodarpur, P.S. Kanti, P.O. Damodarpur, District Muzaffarpur, Pin Code – 843113, State – Bihar,, hereinafter referred to as “**OWNER/VENDOR**” (which term and expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its heirs, executors, successors, successors-in-interest, administrators, legal representatives and assigns) represented by its constituted attorney – “**M/S. LOKENATH CONSTRUCTION** having its office situated at Vivekananda Nagar, P.S. Sankrail, P.O. Podrah, District - Howrah – 711109, West Bengal, represented by its Sole proprietor - **SRI BIPLAB CHAKRABORTY** (PAN - AIAPC4206E Aadhaar No. 7185 2145 9570), son of Late Basudeb Chakraborty, by faith Hindu, by Occupation Business, by nationality Indian, residing at Vivekananda Nagar, P.S. Sankrail, P.O. Podrah, District - Howrah - 711109, West Bengal, , of the **FIRST PART**.

AND

M/S. LOKENATH CONSTRUCTION having its office situated at Vivekananda Nagar, P.S. Sankrail, P.O. Podrah, District - Howrah – 711109, West Bengal, represented by its Sole proprietor - **SRI BIPLAB CHAKRABORTY** (PAN - AIAPC4206E Aadhaar No. 7185 2145 9570), son of Late Basudeb Chakraborty, by faith Hindu, by Occupation Business, by nationality Indian, residing at Vivekananda Nagar, P.S. Sankrail, P.O. Podrah, District - Howrah - 711109, West Bengal, hereinafter referred to as the “**DEVELOPER/PROMOTER**” (which term and expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its heirs, executors, successors, successors-in-interest, administrators, legal representatives and assigns) of the **SECOND PART**.

AND

..... (PAN-), son of, by occupation-, by faith- Hindu, by nationality- Indian, resides at, P.O. P.S., District- Howrah-,

hereinafter referred to as the “**PURCHASER**” (which term and expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his heirs, executors, successors, successors-in-interest, administrators, legal representatives and assigns) of the **THIRD PART**.

WHEREAS total area of Bastu land measuring about 16 Cottah 01 Chittaks 30 Square feet comprised under R.S. Dag No- 265, 266, 267 & 268, Khatian No- 236/1, 285, L.R. Khatian No- 1096, Mouza – Podrah, J.L. No-38, Police Station – Sankrail, District Howrah is exclusively belongs to the vendor therein i.e. Fatik Chandra Baidya.

AND WHEREAS in pursuance with a registered Deed of Sale executed on the year of 1927 enter into Book No- I, Volume No- 16, Pages from 156 to 158, being No- 1240 for the year 1927 before the Domjur Sub Registry Office and another Deed of Sale executed on the year 1942 enter into Book No- I, Volume No- 23, Pages from 286 to 288, being No- 1252 for the year 1942 before the District Sub Registrar at Howrah, one late Beni Madhav Baidya purchased the said property along with adjacent other properties from the then Vendor Smt. Chamatkari Bewa and Sri Pasupati Basu respectively.

AND WHEREAS after purchasing the said properties, the said Beni Madhav Baidya became the sole owner and occupier of the same and mutated his name before appropriate concern of settlement office.

AND WHEREAS the said Beni Madhav Baidya died on 17/07/1966 intestate leaving behind and surviving three sons, Fatik Chandra Baidya, Asutosh Baidya, Sombhunath Baidya and two daughter namely Smt. Lakhmi Bala Naskar and Smt. Bhanumoti Naskar, who became the joint owners in respect of undivided 1/5th share of the said property as left by their predecessor in interest.

AND WHEREAS subsequently the said co-owners failed inconvenience to joint possession of the said properties, for which the said Fatik Chandra Baidya filed a suit for partition and separation of shares of the said properties, against his other brothers and sisters, which was being registered as title suit No- 7 of 1985, before

the Ld 3rd Civil Judge (Sr. Divn) at Howrah. In pendency of the said suit the dispute and difference between the parties of the said suit was amicable settled and they jointly filed a comprised petition and on the basis of such comprised petition the Ld. Court vide its order dated 19/03/2010 has been pleased to pass comprised decree the said suit in presence of all the parties.

AND WHEREAS as per terms and condition of the comprised Decree, the said Fatik Chandra Baidy became the absolute owner and occupier of the said property as specifically and they mentioned as Lot – B of the said comprised petition and in colour ‘Green’ in the annexed plan of the said comprised decree.

AND WHEREAS as per terms and condition Decree, the said Kali Pada Baidya & ors are the absolute owners and occupiers of the said property as specifically mentioned as Lot – E of the said comprised petition and in colour ‘Yellow’ in the annexed plan of the said comprised decree.

AND WHEREAS in pendency of the said partition suit the said Lakhmi Bala Naskar died on 13/09/1998 leaving and surviving her sons and daughter namely Kalipada Naskar, Dulal Naskar, Goutam Naskar, Arup Naskar, Meena Naskar, Prabha Naskar, Shibani Naskar and Sandhya Mondal, who became the joint owners and occupiers of the said property as left by their predecessors namely Lakhmi Bala Naskar since deceased subsequently the said Dulal Baidya died on 01/11/2011 intestate as bachelor and all the aforesaid legal heirs inherited all the property left by the said deceased Dulal Baidy.

AND WHEREAS the said Fatik Chandra Baidya while seized and possessed the same sold away an area 08 Cottah 06 Chittaks 34 Square feet land within the First Schedule mentioned land property in favour of KAUSHALYA KRISHNA INFRASTRUCTURE CONSTRUCTION PVT LTD i.e. First Part herein and executed and registered a deed of Sale in favour of KAUSHALYA KRISHNA INFRASTRUCTURE CONSTRUCTION PVT LTD i.e. First Part herein and simultaneously delivered possession in respect of the said piece of land transferred by him and the said deed of sale was registered before the office of District Sub-Registrar, Howrah dated 27/07/2012 and the said deed was recorded

in Book No- I, CD Volume No- 18, Page from 1578 to 1595, Being No- 06518, for the year 2012.

AND WHEREAS the said Fatik Chandra Baidya also sold away the an area 07 Cottah 08 Chittaks 1 Square feet land within the First Schedule mentioned land property in favour of KAUSHALYA KRISHNA INFRASTRUCTURE CONSTRUCTION PVT LTD i.e. First Part herein and executed and registered a deed of Sale in favour of KAUSHALYA KRISHNA INFRASTRUCTURE CONSTRUCTION PVT LTD i.e. First Part and simultaneously delivered possession in respect of the said piece of land transferred by him and the said deed of sale was registered before the office of District Sub-Registrar, Howrah dated 27/07/2012 and the said deed was recorded in Book No- I, CD Volume No- 18, Page from 1686 to 1703, Being No- 06523, for the year 2012.

AND WHEREAS the said Kalipada Naskar & ors also sold away the an area 04 Cottah 13 Chittaks 38 Square feet land within the First Schedule mentioned land property in favour of KAUSHALYA KRISHNA INFRASTRUCTURE CONSTRUCTION PVT LTD i.e. First Part herein and executed and registered a deed of Sale in favour of KAUSHALYA KRISHNA INFRASTRUCTURE CONSTRUCTION PVT LTD i.e. First Part and simultaneously delivered possession in respect of the said piece of land transferred by them and the said deed of sale was registered before the office of District Sub-Registrar, Howrah dated 27/07/2012 and the said deed was recorded in Book No- I, CD Volume No- 18, Page from 1992 to 2010, Being No- 06531, for the year 2012.

AND WHEREAS the present owner herein got its name mutated in respect of the schedule mentioned landed property under R.S. L.R. Dag No- 265, 266, 267 & 268, L.R. Khatian No- 5252, Mouza – Podrah, J.L. No-38, P.S. Sankrail, District Howrah and also converted its nature of land under L.R. Dag No- 265, 266 & 268 from Danga, Bastu, Danga to commercial Housing complex vide Memo No- X/S-29/SNK/36/14/SNK/Com/1219/SDLS/LR dated 02/09/2014 and L.R. Dag No- 267 from Bagan to Housing Complex vide Memo No- X/S-29/5763/1(4)/SANK/14 dated 09/10/2017 and the present owner herein is the absolute owner and occupier

of the schedule mentioned property and possessed the same peacefully without any interruption disturbance from any corner.

AND WHEREAS while thus obtained absolute right, title, interest followed by peaceful and khas possession thereto by way of purchase as well as mutated its name in the all concerned authorities, The Owner/First Party hereto desires to raise multi-storied building at the Schedule premises but due to some problems and in lack of experience and further in lack of sufficient funds, the Owner hereto is not capable to do the same and that the Owner hereto approach the Second Party/Developer to do said acts by raising the new constructions of a masonry building as per sanctioned plan

AND WHEREAS the Second Party being an experienced and financial capable developer approached to the Owner to enter into an agreement for developing the said property with a formulated scheme to do so and for that after having several discussions regarding the terms and conditions of the agreement, it has been settled that the terms and conditions of the agreement, should be fully embodied so that there should not be any confusion in the future towards the Agreement and Development of the said property However, the Developer shall start the construction of the new building after Plan sanctioned from the authority of Howrah Zilla Parishad. In this regard to construct the masonry building thereupon on the said property, the present owner entered into an Agreement for Development with **LOKENATH CONSTRUCTION** as Developer/ Promoter herein on 12/10/2022 which is duly executed and registered before the District Sub-Registrar - II Howrah and recorded in Book No. I, Volume No. 0513-2022, Pages from 337302 to 337332, Being Deed No. 051312011 for the year 2022 and delegated the power to the developer for smooth running of the work and allied incidents the above stated Owner and the Development of Power of Attorney are duly executed and registered on 12/10/2022 before the District Sub-Registrar -II Howrah and recorded in Book No. I, Volume No. 0513-2022, Pages from 337333 to 337358, being Deed No. 051312016 for the year 2022. However, the developer shall start the construction of the new building after Plan sanctioned from the

authority of Howrah Zilla Parishad, in this regard to construct the masonry building thereupon the said property.

AND WHEREAS the Developer submitted building Plan for sanction to the Howrah Zilla Parishad, and got the sanction Plan vide Memo No. 384/032/HZP/PS dated 24/03/2023 from Howrah Zilla Parishad and on the strength of the Sanction Plan the Promoter started the construction of building on the “**FIRST SCHEDULE**” mentioned property.

AND WHEREAS the Purchaser herein has taken inspection of said property layout, developer agreement and attorney and is satisfied as to the marketable title of the Owner/Developer and the Purchaser has approached the Developer **ALL THAT** self contained residential flat, being Flat No-, on the Floor of G + 4 building measuring about Sq. ft. including super built-up area be the same a little more or less upon the land underneath the flat as described in the “**SECOND SCHEDULE**” written hereunder for the total consideration **Rs./- (Rupees)** only including GST applicable being the cost of construction along with cost of undivided, proportionate, variable, impartible share or interest in the land and the Purchasers have already paid a sum of **Rs./- (Rupees)** only by Cheque no. dated, drawn on Bank and the balance amount of **Rs./- (Rupees only)** only will be paid as per schedule of payment or before handing over possession of the said flat to the Purchasers by the developer on whichever is earlier and extended period of Six months at the option of the vendors with the under signed.

AND WHEREAS the said Owner have agreed to convey all that the undivided proportionate variable impartible share in the land underneath the said flat to be constructed on behalf of the Purchasers by the Developer provided the said consideration as mentioned in the “**THIRD SCHEDULE**” written hereunder is received by the said Owner through the Constituted Attorney, the Developer herein.

**NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED
AND DECLARED by and between the parties hereto as follows :-**

1. In consideration of the payments, premises and covenants hereinafter contained and on the part of the Purchasers to be paid, observed and performed the Developer agree to nominate the Purchasers to the Owner for sale of an undivided proportionate impartible variable share in the demised land directly underneath the flat or unit as mentioned hereinafter and to have the said unit constructed for and on account of and at the cost of the Purchasers and also to have constructed all common parts on the terms and conditions in this agreement with such modifications and alterations as may be considered to be necessary by the Developer.
2. On completion of the construction and at all times hereafter the Purchasers shall be fully and absolutely entitled to own and hold the said unit and/or flat and to use common parts in common with other flat Owner only upon fulfillment of all the terms of this agreement by the Purchasers.
3. The Purchasers doth hereby agree to pay to the Developer as remuneration and/or consideration for the said construction on the total sum mentioned in the Third Schedule as annexed hereto in installments as mentioned herein.
4. To procure other Purchasers shall be the option of the Developer and the Developer shall be free to procure them and execute similar agreements with them from time to time.
5. The Purchasers shall have no connection whatsoever with the other purchasers of units and there shall have no privity of contract or any agreement or agreements or obligations or interest as amongst the co-purchaser express or implied and the Purchasers shall be responsible to the Developer for fulfillment of the Purchaser's obligation hereunder irrespective of whether the Developer can procure other Purchasers or can procure only a few of them and the Purchaser's obligations and the developer a right hereunder shall in no way be affected of prejudiced thereby.

6. The Purchasers shall pay proportionate amounts required to be paid by way of security deposits for obtaining electric supply. The proportionate amount determined by the Developer shall be paid by the Purchasers before taking possession of the unit without raising any objection whatsoever.
7. The Purchasers also agrees to pay to the appropriate authority in addition to the cost of construction herein above stated, proportionately all taxes, outgoing and expenses including all charges for any addition or alterations in the said unit to the Developer and towards the common expenses after the date, the said unit becomes ready for occupation till the Developer hand-over possession of the common parts to the service company if any as the case may be and for the said purpose.
8. The Owner/Developer shall enjoy exclusive and/or absolute rights to carry out construction in future over and above the terrace of the building with the permission of Howrah Zilla Parishad and in adoption to construction being carried out presently and in the event, the importable undivided proportionate share in the land of each of the Purchaser in terms of this agreement shall accordingly stand changed, reduced or decreased or varied proportionately without howsoever effecting the right of the Purchasers in the dwelling units possessed by him under.
9. The Developer/Owner with all co-Owner of the other flat/flats/unit in the said apartment may promote a service company for maintaining and/or running common parts, common areas and/or common purposes for the use and/or benefit of the Purchaser and/or the Purchasers doth hereby agree to be its member and the Purchasers shall have to contribute his proportionate share towards maintenance charges **@ Rs. 1/- per sq.ft.** or such expenses as may be fixed by the Developer and/or service company on delivery of possession of units to the respective Purchasers on fulfillment of all the taxes and conditions of this agreement. The rules and/or bye-laws of the said company shall further provide for the admissibility shall abide by the rules, regulations, terms and conditions, of the Developer and/or service company

and shall not appoint and/or engage any other service company for the aforementioned purposes.

10. The Purchasers further agrees and covenants as follows :-

- (i) Not to interfere with or hinder or obstruct in any manner whatsoever the construction of the building or any part thereof by the Developer and/or building contractor appointed by the Developer.
- (ii) To pay from time to time after completion of the unit, proportionate share of the common expenses as will be determined by the Developer or service company.
- (iii) To pay the Howrah Zilla Parishad Gram Panchayat rates and taxes levied by any Authority on the unit and/or proportionately on the demised land and/or building and all charges for electricity/gas/telephone facilities.
- (iv) Not to do anything whereby the Developer and the said Owner will be prejudicially affected and to observe and perform the covenants and conditions as herein before and after mentioned.
- (v) In connection with the use and enjoyment of the said undivided proportionate importable share in the land and the unit :-
 - (a) Not to throw any rubbish or store any article of combustible goods in the common parts save to such extent and in such place or places, if any as may be specified and/or permitted by the Developer/Owner.
 - (b) Not to carry on any obnoxious, noisy, offensive, illegal or immoral activity in the said unit/flat.
 - (c) Not to cause any nuisance or annoyance to the co-purchaser and/or other portion of building and/or units or to the occupiers of the other buildings in the neighborhood or to the Owner.
 - (d) Not to use or allow to use of the said unit agreed to be purchased for the purpose of other than for quiet and decent residential purposes and in particular not to use the same for any Hotel, Nursing Home, Boarding House, School, Manufacturing or processing work or office purposes or for storage purpose.

- (e) Not to decorate or paint or otherwise alter the exterior of the said unit or common parts of the building in any manner save in accordance with the general scheme thereof as specified by the Developer/Owner.
- (f) Not to do anything whereby the other co-purchaser irrespective of caste and creed are obstructed or prevented from enjoying suitable and exclusively of their respective units and jointly of the common parts.
- (g) Not to claim any right in any other part of the building and common areas save as may be necessary for ingress in and egress out for man, materials, utilities, pipes, cables and lines to be installed in the said flat and in particular not to do claim any rights to any parking space or storage cubicles or terrace have as be expressly granted.
- (h) Not to obstruct in any manner the Owner or the Developer or other person permitted by the Owner or Developer in raising further stories or making other constructions or transferring any rights in or on the land or building or other unit.
- (i) Not to display or affix any neon or sign board on any outer wall of the building or the flat or the common parts save to the extent and at the place specified from time to time by Owner.
- (j) To allow the co-purchaser the right of easement and/or quasi-easement as set out in Schedule annexed herein.
- (k) To observe the rules framed by the Developer, Owner and/or service company which may be entrusted in this behalf by the Developer and/or to Owner regarding the manner of the use of the flat, the common parts and demised land.
- (l) Not to erect any building or structures on the common parts or in the unit/flat.
- (m) To observe, fulfill and carry out all the obligations under this agreement between the Purchasers and the Developer/Owner regarding construction of the said unit and matters relating thereto.

11. The Purchasers paying the entire consideration as aforesaid observing and performing the covenants and conditions herein contained on the part of the Purchasers shall peacefully and quietly hold and enjoy the said undivided importable share in the demised and the said unit and the common parts when constructed and/or completed without any interruption from or by the Developer or any person claiming through or under Developer.
12. The Developer/Owner duly and properly observe their covenants under this agreement between the Owner/the Developer and shall at the earliest cause to be conveyed unto the Purchasers the undivided proportionate importable share in the demise land directly underneath the flat described in the Second Schedule herein subject to the fulfillment of all terms, conditions and covenants of this agreement by the Purchasers.
13. If any new or enhancement tax or levy or betterment tax Development charges or levies are imposed under any status, rules and regulations on the construction cost and/or said land and/or unit and/or the buildings, the same shall be paid by the Purchasers to the Developer or service company without raising any objection thereto.
14. In case the Purchasers fails to pay the consideration for undivided proportionate share in the land directly underneath the flat and/or the cost of construction of the flat or unit or any other amounts becoming due and payable hereunder or any part thereof within the time and in the manner aforesaid or uses the said unit for any purpose other than the purpose permitted hereunder or fails to observe or perform any of the terms and conditions to be observed or performed by the Purchasers under these presents, then and in any of such events, the Developer/ Owner shall have in addition to his right that it may otherwise have to directly realize and receive the amounts becoming payable to the Purchasers by any person or tenants or licensee in respect of the said unit and also to disconnect and otherwise to stop the supply of the electricity, water and other facilities and/or amenities

provided in the said unit or building until such time so long the Purchasers continue in default.

15. In case the Purchasers commits any default in payment of any amount due and payable to the said Owner or to the Developer or in observance of any terms and conditions to covenant or this agreement between the Purchasers and the Developer/Owner then in any of such events of such default if the breach is not made good within 30 days from the date of receipt of notice then the Developer shall have the right to terminate this agreement on its own and shall in such event re-enter and re-possess the undivided importable share in the land and other properties hereby agreed to be conveyed and the said unit without any liability for compensation or otherwise to the Purchasers and 20% of paid amount shall stand forfeited. In case of late payment the Purchasers shall pay extra 2% for the defaulted amount every month.
16. In the event of non-payment of dues within due dates by the Purchasers, in respect of any two schedule payments the Developer shall be entitled to cancel this agreement and to dispose off the unit to anyone else and to appropriate deduction 20% of paid amount to itself as stated mentioned herein above.
17. Any notice acquired to be served hereunder by the Developer shall be deemed to have been sufficiently served on the fourth of the date on which the same is delivered to the Postal Authority for transmission under Registered Post with Acknowledgement due
18. It is agreed that the Purchasers shall neither have any right, title and interest nor shall acquire any right, title, interest of any nature whatsoever under this agreement in the demised land and roof or any portion of the land or any portion of the constructed area except that she will acquire such rights as are specified under this agreement only upon payment of consideration money, costs and charges, expenses and amounts specified in this agreement and after making full payment of the price of the said proportionate undivided importable share in the land to Owner and the same conveyed to the

Purchasers and possession of the flat/unit is given and/or handed over to the Purchasers by the Developer.

19. The Purchasers hereby irrevocably agrees as a specific condition that he will not at any time claim any right of preemption in respect of sale of any constructed unit and/or flat with undivided proportionate impartible share in the land underneath the flat by and/or against any other Purchasers in the same building.
20. That on receiving the entire consideration the vendor/Developer shall transfer the Second schedule mentioned flat with right of common passage by executed a deed of sale in favour of purchaser/purchasers name/s
21. **It hereby declare that if the purchaser shall wish to registered the sale Deed in favour of his/her/their nominated person or persons in that event purchaser shall pay Rs. 100/- per Square feet to the Developer and Purchaser shall not raise any objection in this regard in future.**
22. Due to any unavoidable circumstances, act of God and due to non-availability of materials, labours, power and water and due to force majeure or strikes of any nature or by any Court's order of the Government or Semi-Government authority the completion of construction and the handover of unit is delayed, the Purchasers shall neither be entitled to claim any compensation from the Developer/owner nor shall be entitled to cancel the agreement or demand refund of any amount.
23. All documents including registration must be done through the Developer's Advocate.
24. All disputes and differences arising out of the agreement or in respect of this agreement shall be referred to the sole arbitration of the Arbitrator appointed by the Developer/Owner whose decision shall be final and binding on all the parties. The Arbitrator shall have the summary powers and may or may not keep any record of Arbitration Act, 1996 with all modifications for the time being in force.

THE FIRST SCHEDULE ABOVE REFERRED TO

ALL THAT piece and parcel of Bastu land total area measuring **20 (Twenty) Cottahs 12 (Twelve) Chittaks 28 (Twenty eight) sq. ft** (more or less), with 100 Square feet R.T.S. (out of which an area 02 Cottah 38 Sq.ft. under L.R. Dag No- 267, and an area 04 Cottahs 13 Chittaks 04 Square feet under L.R. Dag No- 266, and an area 13 Cottahs 05 Chittaks 34 Square feet under L.R. Dag No- 268 and an area 8 Chittaks 42 Square feet under L.R. Dag No-265 all L.R. Khatian No. 5252 Mouza Podrah, P.S. Sankrail, District Howrah), comprised in R.S Dag No. 265, 266, 267 & 268, L.R. Dag No. 265, 266, 267 & 268 L.R. Khatian No. 5252, within Mouza Podrah, J.L. No. 38, P.S. Sankrail, under Thanamakua Gram Panchayat, District – Howrah : 711109 within the limit of Howrah Zila Parisad, within the jurisdiction of Additional District Sub Registrar Ranihati, District Sub Registrar – I & II Howrah, being butted and bounded as follows:-

ON THE NORTH : Land of Marari Mohan Baidya, Kishori Mohan Baidya & Sambhu Baidya

ON THE SOUTH : Land of Badal Dhar & Asutosh Baidya

ON THE EAST : Village Road (20 feet wide)

ON THE WEST : Border of Panchpara Mouza.

THE SECOND SCHEDULE ABOVE REFERRED TO

ALL THAT the piece and parcel of a flat, being **Flat no.** on the **Floor**, in its entirety of the “**CHARDHAM RESIDENCY**” building measuring about square feet including super built-up area be the same a little more or less for consisting of 2 (two) bedroom, 1 (one) living cum dinning, 1 (one) Kitchen and 1 (one) bathroom cum toilet, 1 (one) Privy and 1 (one) Verandah including undivided proportionate share of land along with common areas and facilities (which will be demarcated or specifically identified by the

Developer/Vendors after completion of the building) in the land as mentioned in 'First Schedule property. Which is butted and bounded as follows :-

By the North :

By the South :

By the East :

By the West :

THE THIRD SCHEDULE ABOVE REFERRED TO

Total Consideration for **Rs./-** (**Rupees**) only including GST together with proportionate share of land underneath the flat.

1. Advance Installments as follows:-

i. At the time of Agreement **Rs./-** (**Rupees**) only payable as follows :-

(a)

(b) Balance amount of **Rs./-** (**Rupees**) only.

Payment Schedule (Details) of Total Consideration :-

1. 20% of the total consideration at the booking/signing Agreement.
2. 10% on Plinth Level.
3. 10% at the time of Ground floor Roof casting.
4. 10% at the time of 1st floor roof casting.
5. 10% at the time of 2nd floor roof casting.
6. 10% at the time of 3rd floor roof casting.
7. 10% at the time of 4th floor roof casting.
8. 05% at the time of brick works.
9. 05% at the time of flooring.
10. 05% at the time of Door and windows fitting.
11. 05% at the time of possession or registry whichever is earlier.

Note: Additional payment to be made over and above the said consideration amount and Extra work only at the request of the Purchasers and the price for such work to be paid in advance.

THE FOURTH SCHEDULE ABOVE REFERRED TO

(Common Parts and Portions)

1. Stair on all the floors with lift for 4/5 persons.
2. Staircases and landings and the stair cases of stair room.
3. Common passage and lobby on the Ground and the upper floors. Water pump and pump room, water tank, water pipes and other plumbing installations.
4. Electric Wiring, meters and meter room.
5. Drainage, sewers and interior roads.
6. Such other common areas, parts, equipments, installations, fixtures, fittings and its spaces in or about the said building or buildings as are necessary for the use and occupation of the flats in common and expressly to be the common parts after construction of the building or buildings but excluding the roof and/or terrace and the open and covered parking spaces or areas.

THE FIFTH SCHEDULE ABOVE REFERRED TO

(Common Expenses)

1. All costs of maintenance, operations, repairs, replacements, services and white washing, painting, rebuilding, reconstructing, decorating and redecorating of all the common areas/parts. The fixtures, fittings, electrical wiring and equipment in, under or upon the building enjoyed by or used in common by the occupiers of the building.
2. The salaries of all the persons employed for the said purposes.
3. All charges and deposits for supplies of common facilities and utilities.
4. Howrah Zilla Parishad Gram Panchayat taxes, multi-storied building tax, and other outgoing save those separately assessed on the respective flats/ units.
5. Costs and charges of establishment for maintenance of the building and for watch and ward staff.

6. All litigation expenses for protecting the title of the land and building.
7. The office expenses incurred for maintaining the office for common purposes.
8. All other expenses and outgoing as are deemed by the Developer to be necessary or incidental for protecting the interest and rights of the Purchasers.
9. All expenses referred to above shall be proportionately borne by the co-purchaser on and from the date of taking charges and occupation of their respective units but the Purchasers shall not be liable to bear such charges in respect of the unsold flat/ unit.

THE SIXTH SCHEDULE ABOVE REFERRED TO

(Details of construction of Building/Flat/Unit)

STRUCTURE

1. R.C.C. framed roof, heat & damp proof.
2. Walls : Outside 10/5" Partition of the flat and 5" inside partition and wall in front and between two flats 5".
3. Wall Internal : Plaster of Putty finish after cement plastering.
4. Wall External : The external finish shall be of cement sand Plaster considerations and weather coat finish.
5. Doors & Hardware.
6. Factory made water proof ISI marked plywood door, PVC door in bathroom & toilet, Elegant hardware fittings of reputed company.
7. Windows : Aluminum framed sliding window with glass panels. MS Grill.
8. Flooring : Tiles/Marble Flooring with 4 inches skirting standard Rod upto plinth.
9. Kitchen : Tiles/Marble flooring, counter table of black stone covered with granite, 4 ft Ceramic tiles over counter top, stainless sink, kitchen chimney provision. Water line with elegant fittings.
10. Toilet : European style sanitary ware, C.P. fittings of Branded make, Ceramic tiles upto door height, water lines, shower point & other elegant fittings of reputed make.
11. Electrical Concealed wiring :-

- a. Bed Room : 5 Points each with 1 No. 5 Amp. Plug point.
 - b. Hall : 5 Points with 15 Amp. Plug point.
 - c. Kitchen/Bathroom/Balcony/Main Gate : Three points. Geyser point in bathroom.
12. Water Supply 24 hours Deep Tube well supply from overhead reservoir.
13. Common Area PCC with net cement flooring with proper lighting.

CHANGES: Any change in specification shall be entertained in consultation with authorized engineer of Developer and their option will be final.

WATER SUPPLY: From Deep tube well to overhead tank for uninterrupted supply of water or from available water supply.

EXTRA WORK: Other than the norms shall be charged at a rate as to be decided by the authorized engineer of Developer/Owner and such amount shall be deposited before the execution of such work.

MAINTENANCE: The maintenance of corridors, entrance, staircase, sanitary, drainage systems, water supply, and power supply, white wash and all repairing and renovation work will be carried out by co-operative/association of flat Owner.

ELECTRIC METER: Procurement of Electric meter for each flat from CESC shall be on account and cost of flat buyer.

TRANSFER AND REGISTRATION : The cost and expenses for preparing agreement, Sale Deed, Stamping, Registration Solicitors/Advocate fees and other duties charges its applicable on the date of transfer and registration shall be on account of the Purchaser through Owner/Developer.

IN WITNESSETH WHEREOF the parties hereto above executed these presents the day, month and year first above written.

In the presence of: -

WITNESSES :-

1.

Signature of the Vendor

2.

Signature of the Developer

Drafted by me

Advocate,
Howrah Judge's Court
Typed by me

Signature of the Purchaser

Howrah Court.