

# AGREEMENT FOR SALE

1. **Date** :
2. **Place** :
3. **Parties** :

**3.1. MR. TANAY CHAKRABORTY [having PAN: ADRPC4122H, Aadhaar No. 4641-4207-0503] son of Uday Chakraborty, by faith - Hindu, by Occupation - Business, by Nationality - Indian residing at CF 390, Salt Lake, Sector 1, Post Office - Bidhannagar CC Block, Police Station - Bidhannagar North, Kolkata - 700064, and**

**3.1.1. MR. SUJAY CHAKRABORTY [having PAN: ADRPC4128P, Aadhaar No. 2478 4347 2003]** son of Uday Chakraborty, by faith - Hindu, by Occupation - Business, by Nationality- Indian residing at CF 390, Salt Lake, Sector 1, Post Office - Bidhannagar CC Block, Police Station - Bidhannagar North, Kolkata - 700064,

hereinafter jointly referred to as the **“LAND OWNER”** (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their heirs, executors, administrators, legal representative, attorney, assigns) of the **ONE PART.**

The **LAND OWNERS** herein, are represented by her Constituted Attorney namely **MR. PAWAN GOMES, [PAN: APGPG1145P, Aadhaar No. 5293 5724 7362, Mob No. 8981704544]**, son of Mr. Albert Cardinal Gomes, by faith - Christian, by Occupation - Business, by Nationality - Indian, residing at P - 688, Block A, Lake Town, Post Office and Police Station - Lake town, Kolkata - 700089, Director of **DPS NIRMAN PVT. LTD, [PAN: AAICD8505A]** a Private Ltd company, having its registered office at Ground floor Premises No. 0595, Plot No. AA-IIB/1284, New Town Kolkata - 700161 by virtue of a registered **SUPPLEMENTARY DEVELOPMENT AGREEMENT WITH DEVELOPMENT POWER OF ATTORNEY** which was duly registered on **27/12/2024** at the office of the **A.R.A.-IV** and duly recorded in **Book No.1, Volume No.1904-2025, pages from 16550 to 16630, being No.190419530 for the year 2024.**

**AND**

**3.2. DPS NIRMAN PVT. LTD, [PAN: AAICD8505A]** a Private Ltd

company, having its registered office at Ground floor Premises No. 0595, Plot No. AA-IIB/1284, New Town Kolkata - 700161 duly represented by its **Director: MR. PAWAN GOMES [PAN: **APGPG1145P**, Aadhaar No. **5293-5724-7362**]**, son of Mr. Albert Cardinal Gomes, by faith - Christian, by Occupation - Business, by Nationality - Indian, residing at P - 688, Block A, Lake Town, Post Office and Police Station - Lake town, Kolkata - 700089, hereinafter called and referred to as the “**DEVELOPER**” (which terms or expression shall unless excluded by or repugnant to the context be deemed to mean and to include its respective heirs, legal representatives, executors, administrators, successors and its successors-in-office and assigns) of the **SECOND PART**.

**AND**

**3.3. ...., [PAN : ..... & AADHAAR No. : .....],** son/daughter/wife of ....., by faith ....., by nationality Indian, by occupation ....., residing at - .....  
 hereinafter called the **PURCHASER/S** (which expression shall unless excluded by or repugnant to the context be deemed to mean and include his/her/their heirs, executors, administrator, representatives and assigns) of the **OTHER PART**.

Landowners/Vendors, Purchaser and Developer Collectively **Parties** and individually **Party**.

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

**4. DESCRIPTION OF THE BUILDING CALLED AS “IMPERIAL CASA”:-** It is a Multi Storied building for residential and others purpose at - **Hatiara Road**, near Chinara Park, under Post Office - Hatiara, Police Station - Rajarhat, Kolkata - 700157, **District-North 24 Parganas**, lying and situate on the plot of land admeasuring an area of **9 (Nine) Cottahs 11 (Eleven) Chittacks 10 (Ten) Square Feet** be the same a little more or less lying and situate under **Mouza - TEGHARIA**, J.L. No. 9, R.S. No. 116, Touzi No. 191, **R.S. Khatian No. 258**, Kri 114/3 and 264, **L.R. Khatian No.1914, 1995, R.S./L.R. Dag No. 215**, within the local limits of previously Ward No. 7 under Rajarhat - Gopalpur Municipality and now at present Ward No. 6 of the Bidhan Nagar Municipal Corporation, having Municipal Holding Number renumber as AS/149/08 having Holding Address 11, Block A, 149 Tegharia having Assessee Number 20033154671 and Holding Number renumber as AS/148/08 having Holding Address 11, Block A, 148 Tegharia having Assessee Number 20033154669, **Road Name : Hatiara Road**, under Post Office - Hatiara, Police Station - Rajarhat, Kolkata - 700157, District North - 24 Parganas.

**4.1. CONSTRUCTION OF THE BUILDING CALLED AS “IMPERIAL CASA” BY THE DEVELOPER: - DPS NIRMAN PVT. LTD, [PAN: AAICD8505A] a Private Ltd company, having its registered office at P - 220 B, C.I.T. SCHEME NO IVM Kolkata - 700010 duly represented by its **Director: MR. PAWAN GOMES [PAN: APGPG1145P, Aadhaar No. 5293-5724-7362]**, son of Mr. Albert Cardinal Gomes, by faith - Christian, by Occupation -**

Business, by Nationality - Indian, residing at P - 688, Block A, Lake Town, Post Office and Police Station - Lake Town, District-North 24 Parganas, Kolkata - 700089,, State of West Bengal, India, is the single developer of this building complex called as **“IMPERIAL CASA”**.

**5. SUBJECT MATTER OF AGREEMENT: -**

**5.1. SAID PROPERTY: - ALL THAT** a piece and parcel of a complete Tiles Floor residential being **Flat No- .....**, on the **..... Floor (..... facing)**, measuring about approx. **..... Sq. ft.** including Super Built up Area equivalent to **..... Sq.ft. Carpet area** be the same and a little bit more or less of super built up area of the building called as **“IMPERIAL CASA”** lying and situate on the plot of land admeasuring an area of **9 (Nine) Cottahs 11 (Eleven) Chittacks 10 (Ten) Square Feet** be the same a little more or less lying and situate under **Mouza - TEGHARIA**, J.L. No. 9, R.S. No. 116, Touzi No. 191, **R.S. Khatian No. 258**, Kri 114/3 and 264, **L.R. Khatian No.1914, 1995, R.S./L.R. Dag No. 215**, within the local limits of previously Ward No. 7 under Rajarhat - Gopalpur Municipality and now at present Ward No. 6 of the Bidhan Nagar Municipal Corporation, having Municipal Holding Number renumber as AS/149/08 having Holding Address 11, Block A, 149 Tegharia having Assessee Number 20033154671 and Holding Number renumber as AS/148/08 having Holding Address 11, Block A, 148 Tegharia having Assessee Number 20033154669, **Road Name : Hatiara Road**, under Post Office - Hatiara, Police Station - Rajarhat, Kolkata - 700157, District North - 24 Parganas, **TOGETHER WITH** all common & undivided right, enjoyment of all common spaces, amenities, and facilities and easement rights for egress and ingress in the said building **(Said Property)**.

5.1.2 **Land Share** : Undivided, impartible, proportionate and variable share in the land comprised in the Said Property as is attributable to the Said Flat (Land Share). The Land Share is/shall be derived by taking into consideration the proportion, which the super built-up area of the Said Flat bears to the total super built-up area of the Said Building.

5.1.3 **Share In Common Portions** : Undivided, impartible, proportionate and variable share and/or interest in the common areas, amenities and facilities of the Said Building as is attributable to the Said Flat (Share In Common Portions), the said common areas, amenities and facilities being described in the Third Schedule below (collectively Common Portions). The Share in Common Portions is/shall be derived by taking into consideration the proportion which the super built-up area of the Said Shop bears to the total super built-up area of the Said Building.

**6. BACKGROUND, REPRESENTATIONS, WARRANTIES AND COVENANTS IN RESPECT OF THE BUILDING MARKED AND CLASSIFIED AS “CASA IMPERIAL”: -**

6.1. **REPRESENTATION AND WARRANTIES REGARDING TITLE: -** The **LAND OWNERS** and the **DEVELOPER** have made the following representation and given the following warranty to the **PURCHASER/S** regarding title.

6.1.2. **Ownership of Landowners** : By virtue of the events and in the circumstances, the present Landowners became the absolute

joint owners of the Schedule Property, free from all encumbrances and were in peaceful possession thereof, described as follows : -

**5.2. CHAIN AND TITLE REGARDING OWNERSHIP OF TANAY CHAKRABORTY, THE PRESENT LANDOWNER NO.1 HEREIN, AS FOLLOWS : -**

**5.2.1. Absolute Ownership of Binod Behari Mondal:** one Binod Behari Mondal was the recorded owner of the **ALL THAT** piece and parcel of a plot of land measuring about 88 (Eighty-eight) Sataks under **Mouza - Tegharia**, J.L. No. 9, R.S. No. 116, Touzi No. 191, R.S. Khatian No. 208, R.S. Dag No. 215, District North - 24 Parganas.

**5.2.2. Death of Binod Behari Mondal :** while thus the said Binod Behari Mondal absolutely seized and possessed of and/or otherwise well and sufficiently entitled to the said property died intestate leaving behind his widow Smt. Padmamani Mondal, 7 (seven) daughters namely (1) Smt. Hara Rani Naskar, (2) Smt. Kalyani Dhali, (3) Smt. Radha Rani Mondal, (4) Smt. Hajari Bala Mondal, (5) Smt. Kalpana Sardar; (6) Smt. Laksmi Naskar and (7) Smt. Mangala Bala Gyne and only son namely Sri Panchu Gopal Mondal.

**5.2.3. Ownership of Legal heirs of Late Binod Bihari Mondal:** while thus after demise of said Binod Behari Mondal his legal heirs (1) Smt. Padmamani Mondal, (2) Smt. Hara Rani Naskar, (3) Smt. Kalyani Dhali, (4) Smt. Radha Rani Mondal, (5) Smt. Hajari Bala Mondal, (6) Smt. Kalpana Sardar, (7) Smt. Laksmi

Naskar, (8) Smt. Mangala Bala Gyne and (9) Sri Panchu Gopal Mondal became the absolute owners of the aforesaid property by law of inheritance of his estate.

**5.2.4. Sale by (1) Smt. Hara Rani Naskar, (2) Smt. Kalyani Dhali, (3) Smt. Radha Rani Mondal, (4) Smt. Hajari Bala Mondal of their 4/9<sup>th</sup> undivided share to Koushalya Mondal:** while thus the said the legal heirs of Binod Behari Mondal absolutely seized and possessed of and/or otherwise well and sufficiently entitled to the said property the said **(1) Smt. Hara Rani Naskar, (2) Smt. Kalyani Dhali, (3) Smt. Radha Rani Mondal, and (4) Smt. Hajari Bala Mondal**, sold, transferred and conveyed their undivided, proportionate 4/9th share of the said property by law of inheritance in favour of **Smt. Koushalya Mondal**, measuring about 38 Sataks under Dag No. 217 and 215 on 09.1 1.1977 which is subsequently registered in the Office of the Sub-Registrar at Cossipore Dum Dum, which is recorded into Book No. 1, Volume No. 138, Pages 115 to 119, Being No. 6175 for the year 1977 forever and absolutely against the consideration stated therein and became the absolute joint owner.

**5.2.5. Sale by (1) Smt. Kalpana Sardar, (2) Smt. Laksmi Naskar of their 2/9<sup>th</sup> undivided share to Sri Panchu Gopal Mondal:** subsequently the said Smt. Kalpana Sardar and Smt. Laksmi Naskar sold, transferred and conveyed their undivided, proportionate 2/9th share of the said property by law of inheritance in favour of **Sri Panchu Gopal Mondal**, measuring about 19.50 Sataks under Dag No. 217 and 215 on 02.05.1983 which is subsequently registered in the office of the Sub-



Registrar at Cossipore Dum Dum, which is recorded into Book No. 1 , Volume No. 116, Pages 91 to 100, Being No. 4414 for the year 1983 forever and absolutely against the consideration stated therein and became the absolute owner.

**5.2.6. Recorded by Sri Panchu Gopal Mondal and Smt. Koushalya Mondal in respect of their purchased landed property:** by law of inheritance and by two Deed of Conveyance Panchu Gopal Mondal and Koushalya Mondal both seized and possessed of and/or otherwise well and sufficiently entitled to the said property and enjoyed the same peacefully, freely, absolutely and without any interruptions and also mutated their names in the record of the local Municipality and Revisional Settlement and recorded into **R.S. Khatian No. 114/3** in the name of Sri Panchu Gopal Mondal and Smt. Koushalya Mondal and **R.S. Khatian No. 264 & 109** in the name of Sri Panchu Gopal Mondal and was paying municipal taxes upto date against their names as absolute owners and occupiers thereof.

**5.2.7. Sale by Sri Panchu Gopal Mondal and Smt. Koushalya Mondal to Sri Uday Chakraborty:** while sized and possessed of the aforesaid property said **Sri Panchu Gopal Mondal and Smt. Koushalya Mondal**, sold, conveyed and transferred a portion of **ALL THAT** piece and parcel of a plot of land measuring about **04 (four) Cottahs 14 (fourteen) Chittacks 29 (Twenty nine) Square Feet**, out of their other lands, be the same a little more or less lying and situate under **Mouza - TEGHARIA**, J.L. No. 9, R. S. No. 116, Touzi No. 191, R. S. Khatian No. 258, Kri 114/3 and 264, Dag No. 215, within the local limits of Ward No. 7 of the Rajarhat Gopalpur

Municipality, within the jurisdiction of the Office of the Additional District Sub-Registrar at Bidhan Nagar, Salt lake City, under Police Station - Rajarhat, District North - 24 Parganas, unto and in favour of **Sri Uday Chakraborty** by virtue of registered Deed of Conveyance executed and registered on 27th April, 2001 in the Office of the Additional District Sub-Registrar at Bidhan Nagar, Salt lake City and recorded into Book No. I, Volume No. 279, Pages 45 to 69, **Being No. 05260 for the year 2001.**

**5.2.8. Gifted by Sri Uday Chakraborty to his son namely Sri Tanay Chakraborty:** while sized and possessed of the aforesaid property said Sri Uday Chakraborty gifted **ALL THAT** piece and parcel of a plot of land measuring about **04 (four) Cottahs 14 (fourteen Chittacks 29 (Twenty nine) Square Feet** be the same a little more or less lying and situate under **Mouza - TEGHARIA**, J.L. No. 9, R.S. No. 116, Touzi No. 191, R.S. Khatian No. 258, Kri 114/3 and 264, Dag No. 215, within the local limits of Ward No. 7 of the Rajarhat Gopalpur Municipality within the jurisdiction of the Office of the Additional District Sub Registrar at Bidhan Nagar, Salt lake City, under Police Station - Rajarhat, District North - 24 Parganas, unto and in favour of his son namely **Sri Tanay Chakraborty** the Land Owner herein by virtue of registered Deed of Gift dated 19th March, 2007 in the Office of the Additional District Sub-Registrar at Bidhan Nagar, Salt lake City and recorded into Book No. I, **Being No. 02470 for the year 2007.**

**5.2.9. Absolute Ownership by Sri Tanay Chakraborty:** Sri Tanay

Chakraborty is absolutely seized and possessed of or otherwise well and sufficiently entitled to **ALL THAT** piece and parcel of plot of **DANGA** land measuring about **04 (four) Cottahs 14 (fourteen) Chittacks 29 (Twenty nine) Square Feet** be the same a little more or less lying and situate under **Mouza - TEGHARIA**, J.L. No. 9, R.S. No. 116, Touzi No. 191, R. S. Khatian No. 258, Kri 114/3 and 264, R.S. Dag No. 215, within the local limits of previously Ward No. 7 of the Rajarhat Gopalpur Municipality now at present Ward No. 6 under Bidhannagar Municipal Corporation, within the jurisdiction of the Office of the Additional District Sub-Registrar at Bidhan Nagar, Salt Lake City, under Post Office - Hatiara, Police Station - Rajarhat, Kolkata - 700157, District North - 24 Parganas.

**5.2.10. Mutation by Sri Tanay Chakraborty in respect of his landed property:** the said **Tanay Chakraborty**, the Landowner No.1 herein, mutate his name before the Rajarhat - Gopalpur Municipality in respect of Holding No. AS/149/Block H and thereafter said Rajarhat Gopalpur Municipality with other municipalities amalgamated and formed Bidhannagar Municipal Corporation and the Holding Number renumber as AS/149/08 having **Holding Address 11, Block A, 149 Tegharia having Assessee Number 20033154671** and also mutated before B.L. & L.R.O. Rajarhat being **L.R. Khatian No. 1995 L. R. Dag No. 215**.

**5.2.11. Decided to Develop of his land by the Land Owner namely Sri Tanay Chakraborty :** the said **Tanay Chakraborty**, the Landowner No.1 hereto have decided to develop their

aforesaid property morefully and particularly described in the **FIRST SCHEDULE** hereunder written by raising multi-storied building thereon free from all encumbrances in accordance with the building plan as will be sanctioned by the Bidhannagar Municipal Corporation in the name of the Landowner.

**5.2.12. REGISTERED DEVELOPMENT AGREEMENT WITH DEVELOPMENT POWER OF ATTORNEY EXECUTED BY AND BETWEEN THE LAND OWNER NAMELY TANAY CHAKRABORTY AND SELLER/DEVELOPER :**

That the said **Tanay Chakraborty**, the Landowner No.1 herein execute and registered **DEVELOPMENT AGREEMENT WITH DEVELOPMENT POWER OF ATTORNEY** which was duly registered on **05/10/2023** at the office of the **A.R.A.-IV** and duly recorded in **Book No.1, Volume No.1904- 2023, pages from 805752 to 805829, being No.190414687** for the year **2023** in favour of the present Developer here.

**5.3. CHAIN AND TITLE REGARDING OWNERSHIP OF SRI SUJAY CHAKRABORTY, THE PRESENT LANDOWNER NO.2 HEREIN, AS FOLLOWS: -**

**5.3.1. Sale by Sri Panchu Gopal Mondal and Smt. Koushalya Mondal to Sri Sujay Chakraborty :** while sized and possessed of the aforesaid property said **Sri Panchu Gopal Mondal and Smt. Koushalya Mondal**, sold, conveyed and transferred a portion of **ALL THAT** piece and parcel of a plot of land measuring about **4 (four) Cottahs 12 (Twelve)**

**Chittacks 26 (Twenty six) Square Feet** be the same a little more or less lying and situate under **Mouza - TEGHARIA**, J.L. No. 9, R.S. No. 116, Touzi No. 191, R.S. Khatian No. 258, Kri 114/3 and 264, Dag No. 215, within the local limits of Ward No. 7 of the Rajarhat Gopalpur Municipality, within the jurisdiction of the Office of the Additional District Sub Registrar at Bidhan Nagar, Salt lake City, under Police Station - Rajarhat, District North - 24 Parganas, unto and in favour of **Sri Sujay Chakraborty** by virtue of registered Deed of Conveyance executed and registered on 27<sup>th</sup> April, 2001 in the Office of the Additional District Sub-Registrar at Bidhan Nagar, Salt lake City and recorded into Book No. 1, Volume No. 279, Pages 85 to 103, **Being No. 05262 for the year 2001.**

**5.3.2. Absolute ownership by Sri Sujay Chakraborty: HEREAS** **Sri Sujay Chakraborty** is absolutely seized and possessed of or otherwise well and sufficiently entitled to **ALL THAT** piece and parcel of plot of DANGA land measuring about **4 (four) Cottahs 12 (Twelve) Chittacks 26 (Twenty six) Square Feet** be the same a little more or less lying and situate under Mouza - TEGHARIA, J.L. No. 9, R.S. No. 116, Touzi No. 191, R.S. Khatian No. 258, Kri 114/3 and 264, R.S. Dag No. 215, within the local limits of previously Ward No. 7 of the Rajarhat Gopalpur Municipality now at present Ward No. 6 under Bidhannagar Municipal Corporation, within the jurisdiction of the Office of the Additional District Sub-Registrar at Bidhan Nagar, Salt lake City, under Post Office - Hatiara, Police Station - Rajarhat, Kolkata - 700157, District North - 24 Parganas.

**5.3.3. Mutated of the land of Sri Sujay Chakraborty:** the said Sujay Chakraborty, the Landowner No. 2 herein, mutate his name before the Rajarhat Gopalpur Municipality in respect of Holding No. AS/102/2001 and thereafter said Rajarhat Gopalpur Municipality with other municipalities amalgamated and formed Bidhannagar Municipal Corporation and the **Holding Number renumber as AS/148/08 having Holding Address 11 , Block A, 148 Tegharia having Assessee Number 20033154669** and also mutated before B.L. & L.R.O. Rajarhat being **L.R. Khatian No. 1914 L.R. Dag No. 215.**

**5.3.4. Decided to Develop of his land by the Land Owner namely Sri Sujay Chakraborty:** the said Sujay Chakraborty, the Landowner No. 2 hereto have decided to develop their aforesaid property morefully and particularly described in the SECOND SCHEDULE hereunder written by raising multi storied building (G + 4) thereon free from all encumbrances in accordance with the building plan as will be sanctioned by the Bidhannagar Municipal Corporation in the name of the Landowner.

**5.3.5. REGISTERED DEVELOPMENT AGREEMENT WITH DEVELOPMENT POWER OF ATTORNEY EXECUTED BY AND BETWEEN THE LAND OWNER NAMELY SUJAY CHAKRABORTY AND SELLER/DEVELOPER:** That the said Sujay Chakraborty, the Landowner No. 2 herein execute and registered **DEVELOPMENT AGREEMENT WITH DEVELOPMENT POWER OF ATTORNEY** which was duly registered on **05/10/2023** at the office of the

**A.R.A.-IV and duly recorded in Book No.1, Volume No.1904- 2023, pages from 800133 to 800208, being No.190414686 for the year 2023 in favour of the present Developer here.**

- 6. REGISTERED DEED OF AMALGAMATION EXECUTED BY AND BETWEEN THE LAND OWNERS HEREIN NAMELY TANAY CHAKRABORTY AND SUJAY CHAKRABORTY :** That by virtue of a **Deed of Amalgamation** executed and registered on **05/10/2023** which was registered at the office of the **A. R.A-IV, Kolkata**, and duly recorded in **Book No. I, Volume No. 1904-2023, pages from 805856 to 805884, being Deed No.190414688 for the year of 2023**, the said **Tanay Chakraborty**, the Landowner No.1 and said **Sujay Chakraborty**, the Landowner No. 2 herein jointly Amalgamated their plot of land into one Plot of land i.e. **ALL THAT** piece and parcel of plot of **DANGA** land measuring about **9 (Nine) Cottahs 11 (Eleven) Chittacks 10 (Ten) Square Feet** be the same a little more or less lying and situate under **Mouza - TEGHARIA**, J.L. No. 9, R.S. No. 116, Touzi No. 191, **R.S. Khatian No. 258**, Kri 114/3 and 264, **L.R. Khatian No.1914, 1995, R.S./L.R. Dag No. 215**, within the local limits of previously Ward No. 7 under Rajarhat - Gopalpur Municipality and now at present Ward No. 6 of the Bidhan Nagar Municipal Corporation, having Municipal Holding Number renumber as AS/149/08 having Holding Address 11, Block A, 149 Tegharia having Assessee Number 20033154671 and Holding Number renumber as AS/148/08 having Holding Address 11, Block A, 148 Tegharia having

Assessee Number 20033154669, **Road Name: Hatiara Road**, under Post Office - Hatiara, Police Station - Rajarhat, Kolkata - 700157, District North -24 Parganas which is morefully and particularly mentioned in the **THIRD SCHEDULE** herein under written.

**7. REGISTERED SUPPLEMENTARY DEVELOPMENT AGREEMENT WITH DEVELOPMENT POWER OF ATTORNEY executed BY AND BETWEEN THE LAND OWNERS AND THE DEVELOPER:** That the Land Owners and the Developer herein also execute and register a **SUPPLEMENTARY DEVELOPMENT AGREEMENT WITH DEVELOPMENT POWER OF ATTORNEY** which was duly registered on **27/12/2024** at the office of the **A.R.A.-IV** and duly recorded in **Book No.1, Volume No.1904-2025, pages from 16550 to 16630, being No.190419530 for the year 2024** wherein the Developer and the Land Owners herein clearly mentioned their allocated share and some other terms and conditions.

**8. REGISTERED DEED OF DECLARATION EXECUTED BY AND BETWEEN THE LAND OWERES HEREIN:** That there was a certain mistake found in the register Deed of Amalgamation and for this the Land Owners through their Constituent Attorney namely Pawan Gomes virtue of a registered **SUPPLEMENTARY DEVELOPMENT AGREEMENT WITH DEVELOPMENT POWER OF ATTORNEY** which was duly registered on **27/12/2024** at the office of the **A.R.A.-IV** and duly recorded in **Book No.1, Volume No.1904-2025, pages from 16550 to 16630, being**



**No.190419530 for the year 2024** and the said Deed of Declaration was executed and duly registered on **08/07/2025** at the office of the **A.R.A.-IV** and duly recorded in **Book No.1, Volume No.1904-2024, pages from 447235 to 447251, being No.190410060 for the year 2025.**

**9.1. SANCTION PLAN:** - With the intention of developing and commercially exploiting the Said Plot of land by constructing the said multi storied building thereon and selling spaces therein [Units], the Land Owner sanctioned a building plan from the Bidhannagar Municipal Corporation.

**9.2. Construction of Building :** On the basis of the aforesaid sanctioned building plan, the said Developer, is constructing the said building namely “ **IMPERIAL CASA**” on the said total plot of land, which is morefully described in the First Schedule hereunder written.

**9.2.2. Built Up Area/ Lockable Area :** Here Built up area/Lockable area means, the area in which the unit has been built. It includes carpet area of the unit plus cent percent of internal walls area plus fifty percent of the common partition wall between two units plus cent percent area covered by the individual wall for the said unit.

**9.2.3. Total Covered Area :** Here total covered area means, built up/lockable area of the unit plus proportionate area of common spaces for the said shop.

**9.2.4. Super Built Up Area :** Here super built up area means the

total covered area plus proportionate share of total covered area (being service area).

9.2.5. Application and Allotment: The Purchaser has applied to the Developer for purchase of **the SAID FLAT/SAID PROPERTY morefully described in the Second Schedule hereunder written, from Developer's Allocation**, and the Developer has allotted the same to the Purchaser conditional upon the Purchaser entering into this Agreement.

9.2.6. **Agreement to Record :** Pursuant to the aforesaid application made by the Purchaser and the allotment made by the Developer, this Agreement is being entered into between the Parties for recording the conclusive and comprehensive terms and conditions (superseding all previous documents and understandings) for sale of the Said Property and Appurtenances by the Developer to the Purchaser.

## 10. **Conditions Precedent :**

10.1 **Acceptance of Conditions Precedent :** The Parties have accepted and agreed that the following are and shall be the conditions precedent to this Agreement :

10.1.1. **Financial and Other Capacity of Purchaser :** The undertaking of the Purchaser to the Developer/Owner that the Purchaser has the financial and other resources to meet and comply with all financial and other obligations under this Agreement, punctually.

10.1.2. **Satisfaction of Purchaser** : The undertaking of the Purchaser to the Developer that the Purchaser is acquainted with, fully aware of and is thoroughly satisfied about the title of the Owners/Developer, the Plans, all the background papers, the right of the Purchaser to enter into this Agreement and the extent of the rights being granted in favour of the Purchaser, and shall not raise any objection with regard thereto.

10.1.3 **Measurement**: As regards super built up area of the Said Property, the Parties confirm, accepts and assure each other that the certificate of Architect and/or Architects as may be appointed by the Developer from time to time shall be final and binding upon the Parties.

10.1.4 **Rights Confined to Said Property And Appurtenances** : The undertaking of the Purchaser to the Developer that the right, title and interest of the Purchaser is confined only to the Said Property and Appurtenances and the Developer is entitled to deal with and dispose of all other portions of the Said Property and the Said Building to third parties at the sole discretion of the Developer, to which the Purchaser, under no circumstances, shall be entitled to raise any objection.

10.1.5 **Covenants** : The mutual agreement and acceptance by and between the Parties that (1) the covenants of the Purchaser (**Purchaser's Covenants**) and the covenants of the Developer (**Developer's Covenants**) as mentioned below shall perpetually run with the land, (2) the Purchaser's Covenants and the Developer's Covenants (collectively **Covenants**) shall bind him/her and his/her successors-in-title or interest and (3) this

Agreement is based on the undertaking that the Purchaser's Covenants and the Developer's Covenants shall be strictly performed by the Purchaser and Developer, respectively.

- 10.1.6 **Common Portions Subject to Change:** The mutual agreement and acceptance by and between the Parties that although the Common Portions are described in the Schedule below, the said description is only indicative and is not intended to bind the Developer in any manner. The Developer shall, in the absolute discretion of the Developer, be entitled to modify, improve or otherwise improvise upon the Common Portions and the Purchaser shall not have any claim, financial or otherwise, against the Developer for such change.

11. **Commencement and Validity :**

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

- 11.2. **Validity :** This Agreement shall remain in force till such time the Said Property and Appurtenances is completed and possession thereof is delivered to the Purchaser and conveyance is done, unless terminated in the manner mentioned in this Agreement.

12. **Net Price, Payment and Extras**

- 12.1. **Net Price :** The total consideration for sale of **SAID FLAT/SAID PROPERTY** is **Rs...../- (Rupees**

.....) only @ Rs...../- (Rupees  
 .....) only per sq.ft, of  
**super built up area** (collectively **Net Price**), which the Parties  
 confirm and accepts. The Net Price has been fixed by mutual  
 consent and hence it shall not be covered to question by either  
 Party **provided however** the Net Price shall vary  
 proportionately in the manner mentioned in Clause 6.1.3 above  
 and does not include the extras mentioned in Clause 8.4 below.

12.2 **Payment of Net Price** : The Net Price shall be paid in the  
 manner mentioned in the Schedule hereunder written and time  
 being the essence of contract. The Purchaser agrees and  
 covenants not to claim any right or possession over and in  
 respect of the Said Property and Appurtenances till such time  
 the Purchaser has paid the entirety of the Net Price and paid or  
 deposited all other amounts agreed to be paid or deposited  
 under this Agreement.

12.3. **Notice for Payment:** On happening of each event mentioned in  
 the chart above, the Developer shall give written notice to the  
 Purchaser (Payment Notice), quantifying the amount payable by  
 the Purchaser. Within 15 days of the date of the Payment  
 Notice, the Purchaser shall (unconditionally, without demur  
 and without raising any dispute about service/receipt of the  
 Payment Notice), pay the amount quantified in the Payment  
 Notice, failing which the Purchaser shall be deemed to be in  
 default and the consequences. The Purchaser's covenants that  
 the Purchaser shall regularly and punctually make payment of  
 the installments of the Net Price in the manner mentioned in  
 the Schedule hereunder written and this Agreement is and shall

be deemed to be sufficient notice to the Purchaser about the obligation to make payment.

12.4 **Extras :** In addition to the Net Price mentioned above, the Purchaser shall also pay to the Developer the following (collectively Extras) :

12.4.1 **Proportionately :** Proportionately, costs, expenses, deposits and charges for :

- (a) **Betterment Fees :** Betterment or other levies that may be charged/ imposed by any government authorities or statutory bodies on the Said Property and Appurtenances or its terms hereof.
- (b) **Formation of Association:** Formation of a body which may be a syndicate, committee, body corporate, company or association under the West Bengal Apartment Ownership Act, 1972 and/or under the Co-operative Societies Act, 1983 (Association). The cost will be shared at actual and proportionately.
- (c) **Taxes :** If applicable, the purchaser will pay G.S.T., or any other tax and imposition levied by the State Government, Central Government or any other y authority or body on the Developer, from time to time.
- (d) **Electrical Transformer :** The Purchaser herein has to pay over and above the total sale consideration of the said shop, a sum of **Rs...../- (Rupees .....)** **only** on account of installation of electrical transformer in the project to the Developer. It is settled that the Purchaser herein will obtain personal electric meter of the said shop at her own cost and

expenses.

12.4.2 Wholly: Wholly, costs, expenses, deposits and charges towards:

- (a) **Legal Fees, Stamp Duty and Registration Costs :** Fees of Soumen Bhadra, Advocate/Legal Advisor, who has drawn this Agreement and shall exclusively draw all further documents including Deed of Conveyance. The fee shall be paid to the Developer who shall do all accounting with the Legal Advisor. Stamp Duty, Registration Fees and miscellaneous charges for this Agreement and further documents shall be borne by the Purchaser.
- (b) **Additional Work :** Increased costs due to any variation or additional/extra work over and above the specifications given in the Schedule below (Specifications) or Plans or extra work done for the Said Property as per desire of the Purchaser. Variation in Specifications shall mean variation/change of specifications subject to the approval of the concerned authority. Instruction in writing for such variation or additional/extra work as per the desire of the Purchaser should reach the Developer along with payment of the estimated expenses thereof, prior to execution of the work.

### 13. **Construction, Completion of Sale and Facility Manager :**

13.1 **Construction by Developer :** The Developer shall construct, complete and finish the Said Property and Appurtenances in accordance with the Plans or as may be recommended by Architect or such other Architects as may be appointed by the

Developer from time to time as per specification mentioned in the Fourth Schedule below. The decision of the Architect of the Developer, regarding quality and workmanship shall be final and binding on the Parties.

- 13.2 **Purchaser's Consent and Acceptance of Variations etc. :** The Purchaser hereby consent to the variations, modifications or alterations as may be recommended by the Architect and hereby further agrees not to raise any objection to the Developer and/or the Architect making such variations, modifications or alterations.
- 13.3 **No Hindrance :** The Purchaser shall not do any act, deed or thing, whereby the construction of the Said Property and Appurtenances and/or the Said Building is in any way hindered or impeded.
- 13.4 **Basic Duty of Purchaser :** The Purchaser shall make all payments and perform all obligations as stipulated in this Agreement. The Purchaser shall not in any way commit breach of the terms and conditions herein contained.
- 13.5 **Completion Time :** Construction, finishing and making Registration of Deed of Conveyance of the Said Property/Said Flat within ..... **months** from the date of signing this present Agreement (Completion Date) provided however the Completion Date may be extended by a period of 6 (Six) months (Extended Period), subject to the total consideration of the Said Property will be made by the Purchaser in accordance with the Payment Schedule as described in the Fifth Schedule



hereunder written.

**13.6 Possession of Said Property :** Upon construction, finishing and making the Said Property usable, the Developer shall hand over possession of the same to the Purchaser. With regard to possession, it is clarified as follows :

**13.6.1 All Payments Before Possession :** Before the delivery of possession, the Purchaser shall pay to the Developer all amounts due and payable towards the Net Price and any sum payable towards Extras.

**13.6.2 Possession Notice and Date of Possession :** Immediately after the Said Property is ready (in this regard the decision of the Architect shall be final and binding), the Developer shall serve a notice on the Purchaser (Possession Notice) and within 15 days from the date of the Possession Notice, the Purchaser shall take over physical possession of the Said Property (Date of Possession) after fulfilling all obligations under this Agreement, including payment of all amounts due to the Developer under this Agreement.

**13.6.3 Meaning of Completion :** It shall not be obligatory for the Developer to complete the Common Portions in all respects before giving the Possession Notice to the Purchaser and the Said Property shall be deemed to have been completed in all regards if the same is made fit for usable [(1) in bare condition and (2) as per the Specification, the decision of the Architect in this regard being final and binding].

13.6.4 **Complete Satisfaction on Possession** : On the Date of Possession, the Purchaser shall be deemed to be completely satisfied with all aspects of the Said Property and Appurtenances, including the measurement of the Said Property, with regard to which the Purchaser shall accept the measurement of the Architect as final and binding.

13.6.5 **Commencement of Outgoings** : From the Date of Possession or after 15 days of Possession Notice, all outgoings in respect of the Said Property shall become payable by the Purchaser.

13.7 **Developer's Obligations** : Subject to the Purchaser making payment of the Net Price and the Extras in the manner stipulated in this Agreement, the Developer hereby agrees :

13.7.1 **Construction According to Specifications** : To construct, finish and make the Said Property in accordance with the Plans and Specifications, reasonable variations expected.

13.8 **Completion of Sale** : The sale of the Said Property and Appurtenances shall be completed by execution and registration of conveyance in favour of the Purchaser provided the Purchaser tenders all amounts required for the same as mentioned hereinabove. The Legal Advisors shall draft the standard conveyance for the building and only such standard conveyance shall be used.

13.9 **Facility Manager** : The Purchaser shall pay **Re...../- per sqft.** primarily as maintenance charges to the Developer's appointed

Facility Manager, from the date of possession upto the date of handing over of the building to the Ad-hoc Association of Flat owners, which are nominated by the Developer (**Facility Manager**).

**14. Purchaser's Covenants and Developer's Covenants :**

**14.1 Purchaser's Covenants :** The Purchaser's covenants with the Developer and admits and accepts that :

**14.1.1 Purchaser Aware of and Satisfied with Said Building and Construction :** The Purchaser, upon full satisfaction and with complete knowledge of the Common Portions, Specifications and all other ancillary matters, is entering into this Agreement. The Purchaser has examined and is acquainted with the Said Building to the extent already constructed and to be further constructed and has agreed that the Purchaser shall neither have nor shall claim any right over any portion of the Said Building and the Said Property save and except the Said Property and Appurtenances.

**14.1.2 Purchaser to Mutate and Pay Rates & Taxes and Common Expenses/ Maintenance Charges :** The Purchaser shall (1) pay the Common Expenses/ Maintenance Charges and Rates & Taxes (proportionately for the Said Building and wholly for the Said Property and Appurtenances, from the Date of Possession and until the Said Property and Appurtenances is separately mutated and assessed in favour of the Purchaser), on the basis of the bills to be raised by the Facility Manager, such bills being conclusive proof of the liability of the Purchaser in respect thereof and (2) have mutation completed at the earliest. The Purchaser further admits and accepts that (1) the Purchaser

shall not claim any deduction or abatement in the bills of Facility Manager and (2) the Common Expenses/Maintenance Charges shall be subject to variation from time to time, at the sole discretion of the Facility Manager and (3) Units remaining unsold shall not be liable for payment of Common Expenses/Maintenance Charges until such time such Unit are sold and transferred.

**14.1.3 Purchaser to Pay Interest for Delay and/or Default :** The Purchaser shall pay, without raising any objection in any manner whatsoever and without claiming any deduction or abatement whatsoever, all bills raised by the Facility Manager, within 7 days of presentation thereof, failing which the Purchaser shall pay interest @ 12% per annum, compoundable monthly, to the Facility Manager, such interest running till such payment is made. The Purchaser also admits and accepts that in the event such bills remain outstanding for more than 2 (two) months, all common services shall be discontinued to the Purchaser and the Purchaser shall be barred from using the Common Portions. On the contrary, if the Developer will not deliver the possession within the stipulated period as aforesaid, then the Developer will liable to pay 12% per annum on the amount paid by the Purchaser, to the Purchaser.

**14.1.4 Developer's Charge/Lien :** The Developer shall have the first charge and/or lien over the Said Property and Appurtenances for all amounts remaining outstanding from the Purchaser.

**14.1.5 No Obstruction by Purchaser to Further Construction :** The Developer is entitled to construct further floors on and above

the top roof of the Said Building and/or to make other constructions elsewhere in the Said Property alongwith fixation of hoardings, banners, dish antennas in the part of the ultimate roof of the building by the developer, and the Purchaser shall not obstruct or object to the same. The Purchaser also admits and accepts that the Developer and/or employees and/or agents and/or contractors of the Developer shall be entitled to use and utilize the Common Portions for movement of building materials and for other purposes and the Purchaser shall not raise any objection in any manner whatsoever with regard thereto.

- 14.1.6 Variable Nature of Land Share and Share In Common Portions :** (1) The Purchaser fully comprehends and accepts that the Land Share and the Share In Common Portions is a notional proportion that the Said Property bears to the currently proposed area of the Said Building, (2) the Purchaser fully comprehends and accepts that if the area of the Said Building is increased/recomputed by the Developer or if the Developer integrates/adds (Notionally or actually) adjacent lands and premises to the Said Property and the Said Building (which the Developer shall have full right to do and which right is hereby unconditionally accepted by the Purchaser), then the Land Share and the Share In Common Portions shall vary accordingly and proportionately, (3) the Purchaser shall not question any variation (including diminution) of the land Share In Common Portions as decided by the Developer, (4) the Purchaser shall not demand any refund of the Net Price paid by the Purchaser on ground of or by reason of any variation of the Land Share and the Share In Common Portions and (5) the Purchaser fully

comprehends and accepts that the Land Share and the Share In Common Portions is not divisible and partible. The Purchaser shall accept (without demur) the proportionate share with regard to various matters, as be determined at the absolute discretion of the Developer.

**14.1.7 Cost of Formation of Association :** The Purchaser shall share the actual cost of formation of the Association, proportionately.

**14.1.8 Obligations of the Purchaser :** On and from the Date of Possession, the Purchaser shall:

- (a) **Co-operate in Management and Maintenance :** Co-operate in the management and maintenance of the Said Building and the Said Property by the Facility Manager.
- (b) **Observing Rules :** Observe the rules framed from time to time by the Facility Manager/Association for the beneficial common enjoyment of the Said Building and the Said Property.
- (c) **Paying Electricity Charges :** Pay for electricity and other utilities consumed in or relating to the Said Property and Appurtenances and the Common Portions.
- (d) **Meter and Cabling:** Be liable to draw the electric lines/wires from the meter installation area to the Said Property only through the duct and pipes provided therefor, ensuring that no inconvenience is caused to the Developer or to the other Purchaser. The main electric

meter shall be installed only at the common meter space in the Said Building. The Purchaser shall, similarly, use the ducts and pipes provided for TV, broadband, data cables and telephone cables and shall under no circumstances be entitled to string wires and cables through any other part or portion of the Said Building and/or the Said Property.

- (e) **Use :** Use the Said Flat for **Residential purpose only**. Under no circumstances shall the Purchaser use or allow to be used the Said Property for industrial or religious establishment, guest house, serviced apartment, mess, hotel, restaurant, nursing home, club, school or other public gathering place.
- (f) **No Alteration :** Not alter, modify or in any manner change the (1) elevation and exterior colour scheme of the Said Building and (2) design and/or the colour scheme of the windows, grills and the main door of the Said Flat without the permission in writing of the Developer. In the event the Purchaser make the said alterations/ changes, the Purchaser shall compensate the Developer as estimated by the Developer.
- (g) **No Structural Alteration :** Not alter, modify or in any manner change the structure or any civil construction in the Said Property and Appurtenances or the Common Portions or the Said Building.
- (h) **No Sub-Division :** Not sub-divide the Said Property and Appurtenances and the Common Portions, under any

circumstances.

- (i) **No Changing Name :** Not change/alter/modify the name of the Said Building from those mentioned in this Agreement.
- (j) **No Nuisance and Disturbance :** Not use the Said Property or permit the same to be used in such manner or commit any act, which may in any manner cause nuisance or annoyance to other occupants of the Said Building and/or the neighboring properties and not make or permit to be made any disturbance or do or permit anything to be done that will interfere with the rights, comforts or convenience of other occupants.
- (k) **No Storage :** Not store or cause to be stored and not place or cause to be placed any goods, articles or things in the Common Portions.
- (l) **No Obstruction of Common Portions :** Not obstruct pathways and passages or use the same for any purpose other than for ingress to and egress from the Said Property.
- (m) **No Violating Rules :** Not violate any of the rules and/ or regulations laid down by the Facility Manager/Association for the use of the Common Portions.
- (n) **No Throwing Refuse :** Not throw or accumulate or cause to be thrown or accumulated any dust, rubbish or other refuse in the Common Portions save at the places



indicated therefor.

- (o) **No Injurious Activities** : Not carry on or cause to be carried on any obnoxious or injurious activity in or through the Said Property, or the Common Portions.
- (p) **No Storing Hazardous Articles** : Not keep or store any offensive, combustible, obnoxious, hazardous or dangerous articles in the Said Property.
- (q) **No Signboard** : The purchaser shall have no right to put up or affix any sign board, hoarding, name plate or other things or other similar articles in the Common Portions, Roof or outside walls of the Said Property/Said Building save and except the purchaser shall have right to display hoarding in front of the said shop and over the shutter of the said shop as mentioned by the developer.
- (r) **No Drawing Wire/Cable** : Not affix or draw any wire, cable or pipe from, to or through any Common Portions or outside walls of the Said Building save in the manner indicated by the Facility Manager/Association.
- (s) **No Floor Damage** : Not keep any heavy articles or things, which are likely to damage the floors or operate any machine save usual home appliances.
- (t) **No Installing Generator** : Not install or keep or run any generator in the Said Shop.
- (u) **No Use of Machinery** : Not install or operate any machinery or equipment except household appliances.

14.1.9 **No Right in Other Areas :** The Purchaser shall not have any right in the other portions of the Said Property and the Purchaser shall not raise any dispute or make any claim with regard to the Developer either constructing or not constructing on the said other portions.

14.1.10. That the Purchaser agrees to get possession of the said flat more fully described in the Schedule, hereunder written with construction power as to be provided by the **WBSEDCL** during the construction of the proposed building and it is to be mentioned that if the transformer for the proposed building is not installed within the specified period as promised, for the policy of WBSEDCL.

14.1.11. **That** if the rate of GST is applicable regarding the payment of aforesaid consideration or its part, the Purchaser shall pay the same exclusively to the Developer on its demand. The aforesaid consideration or its any part shall not include the applicable rate of GST.

14.2 **Developer's Covenants :** The Developer covenants with the Purchaser and admits and accepts that :

14.2.1 **Completion of Transfer :** Subject to the Purchaser performing the terms and conditions of this Agreement, the transfer of the Said Flat and Appurtenances shall be completed by the Developer by executing conveyance in favour of the Purchaser.

14.2.2 **No Creation of Encumbrance :** The Developer shall not create any charge, mortgage, lien and/or shall not sell, transfer,

convey and/or enter into any agreement with any person other than the Purchaser in respect of the Said Shop and Appurtenances, subject to the Purchaser fulfilling all terms, conditions and obligations of this Agreement.

**14.2.3 Documentation for Loan :** The Developer shall provide to the Purchaser all available documents for the Purchaser availing loan from Banks and Financial Institutions to finance the purchase of the Said Flat and Appurtenances.

**15. Termination and its Effect :**

**15.1. Cancellation by Purchaser :** The Purchaser shall have the right to terminate this Agreement at any time and if the Purchaser does so, the Developer shall refund to the Purchaser all payments received till that date, without any interest, after deducting 30% of the investment amount including cost of cancellation of registration of this agreement.

**15.2. Breach of Purchasers's Covenants :**

**15.2.1. For Non-Registered Agreement :** In that event the Purchaser (1) fails to make payment of the Net Price and any other amount payable to the Developer hereunder, or (2) fails to perform the obligations on the part of the Purchaser to be performed in terms of this Agreement or (3) neglects to perform any of the Purchasers's Covenants, this Agreement Shall, at the option of the Developer, stand cancelled and/or rescinded, upon which the Developer shall refund to the Purchaser all payments received till that date, without any interest, after deducting 12% of the investment amount. Payments made by the Purchaser for up-gradation shall be non-

refundable. In the event the Developer condone the delay of any payment due under this Agreement, the Purchaser shall be liable to pay interest @ 12% per annum for the period of delay (computed from the date the payment became due till the date of payment) on all amounts due and outstanding. If delay happens in Developer side, the Developer will be liable to pay @ 12% per annum for the period of delay or if the Developer fails to handover the said property within the said mentioned time, the Developer will be liable to refund the up- to-date payment with @ 12% per annum. However, such right of condonation is exclusively vested in the Developer and the Purchaser shall not be entitled to demand condonation as matter of right.

**15.2.2 For Registered Agreement :** When under the request of the said Purchaser, the Agreement will be registered by the Developer, then the total consideration of the said property must be paid in accordance with the Payment Schedule attached herewith. The Developer will wait for next 90 days for due payment with interest @ 12% per annum thereafter, the Registered Agreement for Sale will be treated as cancelled and will be cancelled automatically. The Developer will send the amount invested by the Purchaser after deducting 10% of the invested amount as demurrage by cheque/draft in the name of the Purchaser/bank before cancellation of the agreement and on issue of the cheque/draft, the agreement will be treated as cancelled. The Developer will have every power to sell the said property to any third parties without any further notice to the Purchaser and/or her banker. The Payment Schedule is the essence of this Agreement.

15.3 **Transfer before Registration :** In case, Purchaser wish to assign/nominate her rights in favour of another person (before Registration of Said Property), then amount calculated @ 10% of Total Sale Value shall be charged from the Purchaser and/or his/her/their nominated Purchaser as Assignment/Nomination charges.

15.4. That if the Developer neglects and/or refuses to execute and register the Deed of Conveyance in favour of the Purchaser after receiving the full consideration amount and/or neglects and/or refuse to receive the full consideration amount from the Purchaser in that event the Purchaser shall be entitled to file Specific Performance of Contract Act against the Developer before the appropriate Forum for the same

16. **Defects :**

16.1 **Decision of Architect Final :** If any work in the Said Flat and Appurtenances is claimed to be defective by the Purchaser, the matter shall be referred to the Architect and the decision of the Architect shall be final and binding on the Parties. If directed by the Architect, the Developer shall at own costs remove the defects. This will however not entitle the Purchaser to refuse to take possession of the Said Flat.

17. **Association and Rules :**

17.1 **Transfer of Deposits :** The maintenance deposit mentioned in this Agreement is to be paid by the Purchaser to the Developer and shall be held by the Developer free of interest and shall be transferred (if not adjusted against any arrears of payments) to

the Association.

17.2 **Rules of Use :** The Said Flat Appurtenances shall be held by the Purchaser subject to such rules and regulations as may be made applicable by the Association from time to time.

17.3. **Covenants Regarding Use :** The Purchaser agrees that the Purchaser shall use the Said Flat and Appurtenances subject to the following restrictions:

17.3.1. **Damages to Common Portions :** All damages to the Common Portions caused by the Purchaser and/or family members, invitees or servants of the Purchaser shall be compensated for by the Purchaser.

17.3.2. **No Unlawful Acts :** The Purchaser shall not do any unlawful act and shall abide by all bye-laws and/or rules and regulations, which may be framed by the Facility manager or the Association.

17.3.3. **Notification Regarding Letting :** If the Purchaser let out or sell the Said Flat and Appurtenances or portion thereof, the Purchaser shall immediately notify the Developer, Facility Manager/Association of the tenant's/transferee's address and telephone number and the identity.

18. **Force Majeure :**

18.1 **Circumstances of Force Majeure :** The Developer not be held responsible for any consequences or liabilities under this

Agreement if the Developer is prevented in performing the obligations by reason of contingencies caused by neither of the Parties and unforeseen occurrences such as (1) acts of God, (2) acts of Nature, (3) acts of War, (4) fire, (5) insurrection, (6) terrorist action, (7) civil unrest, (8) riots, (9) strike by material suppliers, workers and employees, (10) delay on account of receiving statutory permissions, (11) delay in the grant of electricity, water, sewerage and drainage connection or any other permission or sanction by the Government or any statutory authority, (12) any notice, order of injunction, litigation, attachments, etc. and (13) any rule or notification of the Government or any other public authority or any act of Government such as change in legislation or enactment of new law, restrictive Governmental laws or regulating (collectively **Circumstances of Force Majeure**).

19. **Miscellaneous :**

19.1 **Indian Law :** This Agreement shall be subject to Indian Law.

19.2 **One Transaction :** This Agreement relates to the transaction recorded and contemplated herein and no other transaction.

19.3 **Confidentiality and Non-Disclosure :** The Parties shall keep confidential all nonpublic information and documents concerning the transaction herein, unless compelled to disclose such information/documents by judicial or administrative process.

19.4 **No Claim of Un-Enforceability :** This Agreement is executed

by the Parties under legal advice, out of free will and without any duress or coercion. Hence, none of the Parties shall have the right to claim un-enforceability of this Agreement.

19.5 **Agreement Personal to Purchaser :** This Agreement is personal and the Purchaser shall not be entitled to transfer any right without the consent in writing of the Developer. - The Purchaser admits and accepts that the Purchaser shall not nominate or assign the right under this Agreement without the written consent of the Developer.

20. **Notice :**

20.1 **Mode of Service :** Notices under this Agreement shall be served by e-mail or whatsapp or messenger or registered post/speed post with acknowledgment due at the above mentioned addresses of the Parties, unless the address is changed by prior intimation in writing. Such service shall be deemed to have been effected (1) on sending out the e-mail/ whatsapp (2) on the date of delivery, if sent by messenger and (3) on the 4th day of handing over of the cover to the postal authorities, if sent by registered post/speed post, irrespective of refusal to accept service by the Parties.

21. **Alternative Dispute Resolution :**

21.1 **Disputes :** Disputes or differences in relation to or arising out of or touching this Agreement or the validity, interpretation, construction, performance, breach or enforceability of this Agreement (collectively Disputes) shall be referred to the Arbitral Tribunal described in Clause 17.1.1 below and finally resolved by arbitration under the Arbitration and Conciliation



Act, 1996, with modifications made from time to time. In this regard, the Parties irrevocably agrees that :

21.1.1 **Constitution of Arbitral Tribunal** : The Arbitral Tribunal shall consist of one arbitrator, who shall be an Advocate, to be nominated by the Legal Advisors of the Developer.

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

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

22. **Jurisdiction** :

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

### **THE FIRST SCHEDULE ABOVE REFERRED TO**

#### **(Part-1\_i.e. Land of Tanay Chakraborty)**

**ALL THAT** piece and parcel of plot of DANGA land measuring about **4 (four) Cottahs 14 (Fourteen) Chittacks 29 (Twenty Nine) Square Feet** be the same a little more or less lying and situate under **Mouza - TEGHARIA**, J.L. No. 9, R.S. No. 116, Touzi No. 191, R.S. Khatian No. 258, Kri 114/3, and 264, **L.R. Khatian No.1995,**

**R.S./L.R. Dag No. 215**, within the local limits of previously Ward No. 7 under Rajarhat - Gopalpur Municipality and now at present Ward No. 6 of the Bidhan Nagar Municipal Corporation, having Municipal Holding Number renumber as AS/149/08 having Holding Address 11, Block A, 149 Tegharia having Assessee Number 20033154671, **Hatiara Road**, within the jurisdiction of the Office of the Additional District Sub-Registrar at Bidhan Nagar, Salt lake City now at present A.D.S.R., Rajarhat, under Post Office - Hatiara, Police Station - Rajarhat, Kolkata - 700157, District North - 24 Parganas, TOGETHER WITH all rights, liberties and easements including the easement of egress and ingress and otherwise all common rights and facilities available in the said plot of land free from all encumbrances, charges, mortgages, liens, attachments etc. and the land is butted and bounded as follows:-

**ON THE NORTH** : Land of Sri Sujay Chakraborty.  
**ON THE SOUTH** : Twenty Feet Wide Road.  
**ON THE WEST** : Land Under Dag No. 192.  
**ON THE EAST** : Twenty Feet Wide Road.

**(Part-II i.e. Land of SUJOY CHAKRABORTY)**

**ALL THAT** piece and parcel of plot of DANGA land measuring about **4 (four) Cottahs 12 (Twelve) Chittacks 26 (Twenty six) Square Feet** be the same a little more or less lying and situate under **Mouza - TEGHARIA**, J.L. No. 9, R.S. No. 116, Touzi No. 191, R.S. Khatian No. 258, Kri 114/3, **L.R. Khatian No.1914 and 264, R.S./L.R. Dag No. 215**, within the local limits of previously Ward No. 7 of the Rajarhat Gopalpur Municipality now at present Ward No. 6 under Bidhannagar Municipal Corporation, Holding No.AS/148/08, having Holding Address 11, Block A, 148 Tegharia, having Assessee No.

20033154669, **Hatiara Road**, within the jurisdiction of the Office of the Additional District Sub-Registrar at Bidhan Nagar, Salt lake City now at present A.D.S.R., Rajarhat, under Post Office - Hatiara, Police Station - Rajarhat, Kolkata - 700157, District North - 24 Parganas TOGETHER WITH all rights, liberties and easements including the easement of egress and ingress and otherwise all common rights and facilities available in the said plot of land free from all encumbrances, charges, mortgages, liens, attachments etc. and the land is butted and bounded as follows :-

**ON THE NORTH :** Plot k under R.S. Dag No. 215, 216 and 177.  
**ON THE SOUTH :** Plot of Sri Tanay Chakraborty under Dag No. 215.  
**ON THE WEST :** 20 Feet Wide Road and Plot No. K under R.S. Dag No. 215.  
**ON THE EAST :** 12 Feet Wide road and Land under Dag No. 216.

**(Part -III i.e. The Amalgamated Land)**

**(by virtue of a registered Deed of Amalgamation executed and registered on 05/10/2023 which was registered at the office of the A.R.A-IV, Kolkata, and duly recorded in Book No.I, Volume No. 1904-2023, pages from 805856 to 805884, being Deed No.190414688 for the year of 2023)**

**ALL THAT** piece and parcel of plot of DANGA land measuring about **9 (Nine) Cottahs 11 (Eleven) Chittacks 10 (Ten) Square Feet** be the same a little more or less lying and situate under **Mouza - TEGHARIA**, J.L. No. 9, R.S. No. 116, Touzi No. 191, **R.S. Khatian**

**No. 258**, Kri 114/3 and 264, **L.R. Khatian No.1914, 1995, R.S./L.R. Dag No. 215**, within the local limits of previously Ward No. 7 under Rajarhat - Gopalpur Municipality and now at present Ward No. 6 of the Bidhan Nagar Municipal Corporation, having Municipal Holding Number renumber as AS/149/08 having Holding Address 11, Block A, 149 Tegharia having Assessee Number 20033154671 and Holding Number renumber as AS/148/08 having Holding Address 11, Block A, 148 Tegharia having Assessee Number 20033154669, **Road Name : Hatiara Road**, under Post Office - Hatiara, Police Station - Rajarhat, Kolkata - 700157, District North - 24 Parganas TOGETHER WITH all rights, liberties and easements including the easement of egress and ingress and otherwise all common rights and facilities available in the said plot of land free from all encumbrances, charges, mortgages, liens, attachments etc. and the land is butted and bounded as follows:

**ON THE NORTH :** Plot K under R.S. Dag No. 215, 216 and 177.  
**ON THE SOUTH :** 20 Feet Wide Road.  
**ON THE EAST :** 12 Feet wide road and Land under Dag No. 192 and No. 216.  
**ON THE WEST :** 20 Feet Wide Road and Plot No. K under R.S. Dag No. 215.

**THE SECOND SCHEDULE ABOVE REFERRED TO**  
**(Subject matter of Agreement for Sale)**

**ALL THAT** a piece and parcel of a complete Tiles Floor residential being **Flat No-** ....., on the ..... **Floor** (..... **facing**), measuring about approx. .... **Sq. ft.** including Super Built up Area equivalent to ..... **Sq.ft.** **Carpet area** be the same and a little bit more or less of super built up

area of the building called as “**IMPERIAL CASA**” lying and situate on the plot of land admeasuring an area of **9 (Nine) Cottahs 11 (Eleven) Chittacks 10 (Ten) Square Feet** be the same a little more or less lying and situate under **Mouza - TEGHARIA**, J.L. No. 9, R.S. No. 116, Touzi No. 191, **R.S. Khatian No. 258**, Kri 114/3 and 264, **L.R. Khatian No.1914, 1995, R.S./L.R. Dag No. 215**, within the local limits of previously Ward No. 7 under Rajarhat - Gopalpur Municipality and now at present Ward No. 6 of the Bidhan Nagar Municipal Corporation, having Municipal Holding Number renumber as AS/149/08 having Holding Address 11, Block A, 149 Tegharia having Assessee Number 20033154671 and Holding Number renumber as AS/148/08 having Holding Address 11, Block A, 148 Tegharia having Assessee Number 20033154669, **Road Name : Hatiara Road**, under Post Office - Hatiara, Police Station - Rajarhat, Kolkata - 700157, District North - 24 Parganas with undivided proportionate impartible share of land in relating and liberties and common user of the drain, plumbing and sanitary, fittings and connections and together with vertical overhead underneath supporting and inserting terms and fittings and fixtures and in and/or up on all the main load bearing, separating and all common walls in and around he said flat **TOGETHER WITH** usual easements rights and liberties, of unobstructed of the common staircase, lift and the entrance door or passage on the Ground Floor to egress and ingress to the landing to the said flat as well as all rights, privileges, facilities as set out in the **SCHEDULE** hereunder written, **TOGETHER WITH** the undivided proportionate share of the impartible right, title and interest in the said land and building complex.

**THE THIRD SCHEDULE ABOVE REFERRED TO**  
**(COMMON RIGHTS AND SERVICES OF THE BUILDING)**

**Common areas and facilities shall mean all those areas, passages and facilities situated outside the net area of the flat, which is necessary for the enjoyment of the flat by the Landowner. They are as follows:**

1. Main Entrance Gate and Entrance corridors on ground floor and Landing and corridor on each floor, stair-cases with stairways on all the floors of the said building and Stair-case of the building leading towards the vacant roof and stair room on the roof and Common passages from the main entrances on the ground floor leading to the top floor vacant roof of the building.
2. All common services and upon common spaces and undivided proportionate share of land and rights, liberties, easement and privileges and appendages and appurtenances to be enjoyed by the Co-owners.
3. Water ways including main Ferule, Pump Room/space, Water pump and motor with corresponding electrical connections, overhead water tank, Semi Underground Reservoir, Septic Tank and all water supply line and plumbing lines.
4. Electric meter space and Common electric meter with corresponding main switch, common main line wirings, Security light in and around the building.
5. Drainages and sewerages and soil lines with pits and master trap within the main land within which the building is situated.

6. Boundary walls and main gate and vacant roof for the purpose of services.
7. Such other common parts, equipment, installations, fixtures, and fittings and open spaces in or about the said building.
8. Roof top of the building with parapet walls, columns, railing and pipes.
9. Vacant space of the ground floor including sitting area.

**THE FOURTH SCHEDULE ABOVE REFERRED TO**  
**(COMMON EXPENSES AND EXPENDITURES TO BE PAID BY**  
**EACH OF THE PARTIES)**

1. The expenses of maintaining, repairing, redecorating, etc the main structure, roof with parapet wall and/or fittings, cutters and pipes of the building, Motor Pump, water pipes and installations in under and upon the building, boundary wall of the building compound, the cost of cleaning and lighting the passage, landing staircase, other parts of the building which are to be enjoyed and are to be used by other co-owners and/or occupier of the building.
2. All cost of maintenance, operating and replacing Lift, whitewashing, painting, repairing and lighting the common parts, roof and also the other parts of the said building.
3. All charges and deposit for supplies of common utilities.

4. Cost of salaries of caretaker, guard man, sweepers, etc, if any.
5. The taxes and other outgoings save and except those are separately assessed for the respective unit.

**THE SIXTH SCHEDULE ABOVE REFERRED TO**  
**CIVIL WORK SPECIFICATION**

**PILLING:**

1. R.C.C. AUGUR or DMC Pile Foundation in M20-M25 concrete as per the Structural Drawing & Specifications supplied by the Architect/ Employer. - all casting work to be done using spot mixing or RMC depend on the actual mobility access of the site conditions.

**FOUNDATION:**

1. R.C.C. Foundation shall be done for Ground + 4 Storied Building (as per design), casting will be done properly with M250-M25 Grade using Mixture/RMC and vibrator, etc. for pile-cap, tie beam, columns & lift-pit-walls all complete.
2. Pre-Anti termite treatment shall be properly in foundation.

**SUPER STRUCTURE:**

1. a) R.C.C. Structure with M20-M25 Grade Concrete and FE-500 Grade TMT Bars (ISI marked) as per the Architect/Structural design for columns, stairs, lift walls, roof slab & beam casting.
2. b) 200mm thick external AAC Block work/1st class Red Bricks (as per the Architect /Structural specific design) with chemical



adhesive/cement mortar.

3. c) Machine mix M20 Reinforced Cement Concrete work for all other RCC work.
4. d) 125/75mm thick internal blockwork/brickwork (1 :4) ratio.
5. e) 15mm thick internal plastering (1 :5) ratio.
6. f) 15/20mm thick external plastering (1 :5) ratio.
7. g) Elevation work as per the drawing & design given by the Architect.
8. h) Common Areas as per the drawing & design given by the Architect.

**MATERIALS SPECIFICATION:**

1. **STEEL:** DURGAPUR FE 500 ISI MARK VSP BRAND OR EQUIVALENT (UPTO 65/KG).
2. **CEMENT:** AMBUJA/ULTRATECH.
3. **AGGREGATES:** SIZES 3/4" & 5/8 down.
4. **COARSE SAND:** Full Coarse Sand & Medium Coarse
5. **BRICKS:** 1st class Red Bricks.

## FINISHING ITEMS SPECIFICATION:

### DOORS:

1. **Frames:** Sal wood 100mm x 75mm as per drawings & design.
2. **Main Door:** Flush door with teak veneer cladding on both sides as per drawing & design.
3. Internal Doors: 32mm block board both side paint finish (CENTURY/Globe/Mars or equivalent make).
4. **Toilet Doors:** 32mm waterproof flush door phenol bonded with one side paint finish and internal side with 1mm thick lamination not exceed Rs.1000/- sheet size 8x4 feet or 37mm hick PVC panel shutter door with fittings.

### Main Door:

1. Godrej Ultra vertibolt Texture 1CK .
2. 1 pair decorative handle
3. a) 1 no's Stainless Tower bolt.
4. b) 1 no's 250mm stainless steel hasp bolt.
5. c) 1 no's Door stopper.
6. d) 1 no's Rubber Buffer.

### Internal Doors:

- a) 1 no's Mortise Lock with Handle.
- b) 1 no's 250mm S.S. Tower Bolt.  
1 no's Door stopper..
- c) 1 no's Rubber Buffer.

**M.S. GRILLS & GATES:**

1. 12mm square bar Window grills (1.5kg/sft) or 20mm x 6mm flat bar as painted black or white over 2 coat of primer as per the approved design in windows & balconies.
2. Collapsible Grill Gate to be provide at the Mumty Room & Main building entrance only.
3. Collapsible Grill Gate at each Flat Main Door at the cost of the Purchaser.
4. M.S. Railing on balconies up-to 4ft height max.
5. M.S. Grill Gate as per the approved plan.
6. Stainless Steel 304 Grade Hand Railing in staircase.

**WINDOWS & BALCONY:**

1. a) Powder coated White Anodized aluminum sliding windows with 1.5mm thick track medium section with 4mm clear/transparent/smoke white figured glass as per size mentioned in the drawings.

OR

- b) White UPVC windows or Domal section windows with 4-5mm clear glass.

**ELECTRICALS:**

- a) Concealed electrical wiring through fire proof PVC Conduit (**Havel's**) with M.S. boxes & Acrylic boards.

- b) White colour Modular switches (**Havel's/ or equivalent brand**).
- c) DB with 12-16 ways MCB for all circuits. (Havel's/Anchor).
- d) 64 a main switch for each flat (Havel's/Anchor/Gold Medal).
- e) Three phase supply to each flat & common area.
- f) 1.5 sq.mm for lights/Fan points.
- g) 2.5 sq.mm for 5A Points (T.V/Music system/water purifier etc).
- h) 4 sq. mm for 15A Points (AC/Main line/Geyser/washing machine etc) single line from DB to Points.
- i) Proper electrical earthlings as per the ISI specification.
- j) Include Electrical arrangements for pump, generators, lift etc.
- k) Include lighting as per the specification.

#### **MASTER BEDROOM:**

##### **BOARD 1 (12 MODULE)**

- 1. 2 (Two) nos Light points. (Note: Additional point shall be given upto maximum 1 extra free of cost).
- 2. 1 (One) Fan point with regulator.
- 3. 1 (One) plug point(5 AMP & 16 Amp Combined).
- 4. 4 Nos spare.

##### **BOARD 2 (8 MODULE T.V.)**

- 1. 2 Nos. 5 amp plug with switch (T.V).
- 2. 1 No. cable point.
- 3. 1 spare.

##### **BOARD 3 (8 MODULE Computer)**

- 1. 2 Nos. 5 amp plug with switch (Comp.)
- 2. 2 spare.

##### **BOARD 4 (4 MODULE Bedside)**

1. 1 No. 5 amp+switch
2. 2 spare.

**BOARD 5 (4 MODULE Bedside)**

1. No. 5 amp+switch
2. 1 spare.

**BOARD 6 (2 MODULE Bedside)**

1. 1 No. 15 amp plug for AC.
2. 1. spare.

**BOARD 7 (2 MODULE AC)**

1. 1 Northwest starter for AC.

**BOARD 8 (6 MODULE BALCONY)**

1. 2 Nos lights.
2. 1 No. plug+switch.
3. 1 spare.

**BOARD 9 (6 MODULE ATTACH TOILET)**

1. 1 No. Geyser starter.
2. 1 No. Exhaust fan point.
3. 2 Nos. light points.
4. 1 spare.

**BEDROOM 1:-**

**BOARD 1 (12 MODULE)**

1. 2 (Two) nos Light points. (Note: Additional point shall be given upto maximum 1 extra free of cost).
2. 1 (One) Fan point with regulator.
3. 1 (One) plug point (5 AMP & 16 Amp Combined).

4. 4 (Four) Nos spare.

**BOARD 2 (8 MODULE T.V.)**

1. 2 (Two) Nos. 5 amp plug with switch (T.V).
2. 1 (One) Nos. cable point.
3. 1 (One) Nos spare.

**BOARD 3 (8 MODULE Computer)**

1. 2 (Two) Nos.5 amp plug with switch (Comp.)
2. 2 (Two) Nos. spare.

**BOARD 4 (4 MODULE Bedside)**

1. 3 (Three) Nos. 5 amp+switch
2. 1 spare.

**BOARD 5 (4 MODULE Bedside)**

1. 1 No. 5 amp+switch
2. 1 spare.

**BOARD 6 (2 MODULE Bedside)**

1. 1 No. 15 amp plug for AC.
2. 1 spare.

**BOARD 7 (2 MODULE AC)**

1. 1 Northwest starter for AC

**LIVING/DRAWING & DINNING:-**

**BOARD 1 (12 MODULE DRAWING ROOM)**

1. 2 (Two) nos Light points. (Note: Additional point shall be given upto maximum 1 extra free of cost).
2. 1 (One) Fan point with regulator.
3. 1 (One) plug point (5 AMP & 16 Amp Combined).
4. 4 Nos spare

**BOARD 2 (12 MODULE DINNING ROOM)**

1. 2 nos. Light Point
2. 1 nos. Fan Point

**BOARD 3 (12 MODULE)**

1. 3 nos. 5AMP plug with Switch
2. 1 nos. TV.
3. 2 nos. Spare

**BOARD 4 (8 MODULE COMMON TOILET)**

1. 1 no. Light
2. 1 no. Exhaust Fan.
3. 1 no. 5 amp plug with switch.

**BOARD 6 & 7 (4 MODULE SOFA SIDE UNIT)**

1. 1 no. 5 amp plug with switch.
2. 1 no. Spare switch.

**BOARD 8 (4 MODULE FRIDGE)**

1. 1 no. 5 amp plug with switch.

**KITCHEN:-**

**BOARD 1 (8 MODULE)**

1. 1 no. 5 amp plug with switch.
2. 1. 4 No. Switch (Chimney/Water filter/Micro oven/ Grinder)
3. 1 Spare

**BOARD 2**

1. 1 nos 15AMP Socket (Chimney)

**BOARD 2**

1. 1 nos 15AMP Socket (Water-Filter)

**BOARD 3**

1. 1 nos 15AMP Socket (Micro-wave)

**BOARD 4**

1. 1 nos 15AMP Socket (Micro-wave)

**BOARD 5**

1. 1 nos. 15AMP Socket (Grinder Toaster/1 no 15Amp for Dishwasher)

**TOILET 1**

1. 1 nos. 5amp plug with switch. (Basin) one spare 5 amp
2. 1 No. 15 amp for geyser.

**TOILET 2**

1. 1 No. 5 amp plug with switch.
2. 1 No. 15 amp for geyser.
3. 1 Nos Fan.



**BALCONY (4 Module-Washing Machine)**

1. 1 No. 5 amp plug with switch.
2. 1 No Spare switch

**BOARD 2 (4 Module)**

1. 1 No. 5 amp plug with switch
2. 1 No. Spare switch

**COMMON/OTHER AREAS**

1. 2 (Two) Calling bell point.
2. 1 (One) light point in each landing of staircase.
3. 20 (Twenty)+5 (Five) maximum light points for Car Park areas, Gate light, roof areas & passages.
4. 7(Seven) no's 5/16 Amp plug point & 2 (Two) Fan points.
5. In each flat there will be inverter line for running of 7 Lights & 4 fans only.

**OTHERS**

1. Electrical arrangements for pump room, generator room etc.
2. Proper electrical facility in Ground floor room & toilet.
3. Generator changeover switch.
4. Individual DB (TPN) & 16WAY MCB in each floor area & 1(One) DB (TPN) & 6WAY MCB for common area & Lift.
5. Electrical points for common areas & Lift.
6. Meter Box with locking arrangement for installation of Sub-meter.

**SANITARY & PLUMBING**

1. All plumbing lines will be concealed line for all toilets with

UPVC PIPES (Supreme make).

2. High density PVC pipes for water line & soil lines.
3. 100 mm dia PVC pipe for rainwater line.
4. CP fittings for all toilets (Jaquar Essco or equivalent make).
5. Toilets will be with 1 Western Commode European style white or ivory colour (Jaquar Essco or equivalent quality) with lowdown P.V.C cistern, white BASIN (Jaquar Essco or equivalent quality).
6. 1 No's Commode Shower each toilet.
7. 2 in 1 wall mixture and one shower all chrome plated brush of (Jaquar Essco/Marc) standard fitting.
8. Stainless steel sink size 24"x 18"x 9" with cock with tap point in kitchen.
9. Water purifier point at the required position.
10. 6" dia sewerage line with necessary manholes, inspection chambers and master trap covered surface drain along the boundary wall.
11. One basin with tap in living/dining room.

### **TILES WORK (FLOORING & WALLS)**

#### **LIVING / DINNING / BEDROOM / BALCONY**

1. Marble or KAJARIA / NITCO / JHONSON similar approved vitrified tile 4ft X 2ft slab laid in edgeless joints as per specification and design given by the Architect/ Employer (Shade/Colour to be approved by the Architect/ Employer) Natural Marble have to be fitted in all Window and balcony sills. [Base take off price of vitrified tile / marble to be considered as Rs.50-60/- per SQFT for drawing and dining area and Rs.55/- Sq. Ft for Rooms.

**TOILETS (Flooring & Walls)**

1. Ceramic Tiles - Approved Quality Ceramic Tiles of 24”X12” size (Kajaria/Jhonson/Nitco or similar approved) to be fitted in the wall along the entire length of the counter slab upto a height of 4’-0’ above the counter (colour and design of tiles to be approved by the architect/ employer). (Base take off price Rs.40/- Sq. Ft.).

**KITCHEN (FLOOR, WALLS, PLATFORM)**

1. KAJARIA/NITCO similar approved vitrified tile “anti - skid” 2’-8” X 2’-8” slab laid in edgeless joints as per specification and design given by the Architect/ Employer (Shade/Colour to be approved by the Architect/ Employer) Natural Marble have to be fitted in all Window and balcony sills. [Base take off price of vitrified tile / marble to be considered as Rs.55/- per SQFT.
2. Ceramic Tiles - Approved Quality Ceramic Tiles of 24”X12” size (Kajaria/Jhonson/Nitco make) to be fitted in the wall along the entire length of the counter slab upto a height of 4’-0’ above the counter (colour and design of tiles to be approved by the architect/ employer). (Base take off price Rs.40 per Sq.Ft.).
3. Counter Slab - Granite (black) counter slab 22” wide to be fitted as per the direction of the architect along with sufficient black stone shelves under the counter with provision for storage for gas cylinder. Granite price - Rs.175/- SQFT.

**FLOORING IN CAR PARK & MANDATORY OPEN SPACES.**

1. A floating coat of cement slurry over 3” thick (average) cement concrete (1:2:4) with 12mm downgraded stone aggregate (laid in

slope) over 75 thick FBS. Kota stone flooring in car park or equivalent anti-skid tiles flooring. Base takes off price of Kota Stone or anti-skid tiles Rs.40/- Sq.Ft.

#### **FLOORING IN STIRCASE/ LANDING & LOBBY ETC.**

1. Double Molding Green/White Marble combined laid as per specification and design given by the Architect/Employer (Marble to be approved by the Architect/Employer) [Base take off price of marble to be considered as Rs.60/- Per SQFT.

#### **PAINTING**

1. 2 coats of Exterior Weather Coat Paint (Asian/Berger/Dr. Fixit)
2. 1 Coats of cement primer over Birla Putty in all common areas.
3. White wash to inside lift well.
4. 2 Coats of exterior paint inside boundary wall & all common areas over plastering.
5. Birla putty over all internal walls of the flats.
6. Birla putty over all external walls of the flats.
7. Staircase with plastic paint (Asian/Berger/Birla Opus).
8. All types of grills will be painted with 2 coats of synthetic enamel paint.

#### **COMMON WORK**

1. RCC UGWR with net cementing inside outside as per the drawing & design approved by Architect & structural.
2. Over-head Tank as per drawing & design approved by Architect & structural.
3. 125mm thick boundary wall of required height as per plan.
4. 1 No's of B.E. pump (2HP) with all suctions & delivery lines.
5. 1 (one) loft will be provided in each flat.

6. The contractor will do civil work of the lift.
7. Servant quarter room shall be made as per the specification of Architect design & approval.

### **AMENITIES**

1. CCTV CAMERA SURVIELENCE.
2. VIDEO DOOR PHONE & INTERCOM SYSTEM.
3. ENTRANCE LOBBY WITH SITTING AREA.
4. AUTOMATIC LIFT (BLT Brilliant / Tech Ultimo).
5. BACK-UP POWER.
6. FIRE EXTINGUSIHERS WITH FIRE ALARAM SYSTEM IN COMMON AREAS.
7. AC GYM
8. Recreation Room
9. Rooftop Land Scape Party Area.
10. Kids Play Area
11. Glass Designed Balcony Railing with Modern Elevation & lightings

### **THE SEVENTH SCHEDULE ABOVE REFERRED TO** (Schedule of Payment)

Total Consideration of the Schedule Flat is  
**Rs...../- (Rupees .....)** only  
 which will be pay by the Purchaser herein to the Developer herein as  
 following manner:-

- 1) At the time agreement - **Rs.**
- 2) Within ..... from this agreement Rs.....
- 3) At the time of Registration of Sale Deed Rs.....

Total Rs.

### **EXTRA PAYMENT**

1. A sum of Rs...../= for proportionated share of Mother Meter/Transformer Charge.
2. A sum of Rs...../= for Amenities Charge

### **FIFTH SCHEDULE OF PAYMENT**

Total Consideration is **Rs..... (Rupees .....)** only.

- 1). At the time of execution of this agreement for sale **Rs..... only** bearing Cheque No. ....
- 2). **Next** payment Rs..... only before ....., Bearing Cheque No. ....
- 3). **Next** payment Rs..... only before ....., Bearing Cheque No. ....
- 4). On the day of delivery of Possession and registration of the Flat balance of consideration.

**IN WITNESSETH WHEREOF** the Parties have hereunto set and subscribed their respective hands and seals on the day, month and year first above written.

**SIGNED SEALED**  
**AND DELIVERED**  
in presence of: -

1.

\_\_\_\_\_  
Signature of the LAND OWNERS  
Represented by their Constituent Attorney

2.

\_\_\_\_\_  
Signature of the DEVELOPER

\_\_\_\_\_  
Signature of the PURCHASER

As per instruction of all the parties herein  
**Drafted & prepared by me:**

**(Soumen Bhhadraa)**  
**Advocate**  
**Judge's Court, Barasat**  
**Mob: 9830460575**  
**e-mail: sblawchamber575@gmail.com**

**MEMO OF CONSIDERATION**

**THE DEVELOPER** herein has Received a sum of **Rs...../-**

*(Rupees .....)* **Only** from the **PURCHASER** as and by way of advance as per the following memo and signed this memo of consideration on the day, month and year as above written in presence of the following Witnesses.

| By way of | Date | Bank | Amount |
|-----------|------|------|--------|
|           |      |      |        |

**WITNESSES:**

1.

---

**SIGNATURE                      OF                      THE  
DEVELOPER**

2.