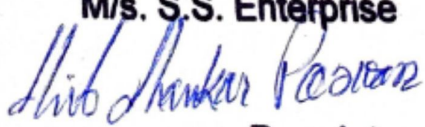


AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE is made this the _____ day of _____.
Two Thousand __ (202_) of

BETWEEN

M/S. J. K. OVERSEAS PVT. LTD. (PAN-AACCJ3005F) a company incorporated under the Companies Act, 1956, having its office at 100J, Kari Marx Sarani, Police Station – Watgunj, Kolkata – 700 023, represented by its Director Sri Jitendra Kumar Shaw, (PAN- ALKPS0419G), son of Late Kartik Chandra Shaw, by faith- Hindu, by Occupation - Service, by Nationality- Indian, residing at 23, Bondel Road, Post Office – Karaya, Police Station – Karaya, Kolkata – 700 019, District South 24 Parganas, West Bengal represented by its constituted Attorney **SRI SHIB SHANKAR PASWAN**, son of Late Raghunath Paswan, (**PAN-AIOPP4419N**), (Mobile No.9831082751)(Aadhaar No. 667773591610) by faith – Hindu, by Occupation – Business, by Nationality – Indian, residing at 139/1, Rajdanga Krishna Garden, P.O.- E.K.T.P. P.S. Kasba, Kolkata – 700 107, District South 24 Parganas, West Bengal carrying out of business as a Proprietor of M./S. S. S. Enterprises, a proprietorship firm having its registered office at 71, Rajdanga Main Road, P.S. Kasba, P.O.- E.K.T., Kolkata – 700107, District South 24 Parganas, which document was registered on 14.08.2019 before D.S.R.-III, Alipore, South 24 Parganas, recorded Vide Book No. I, Volume No.1603-2019, Pages from 89358 to 89376, being No.160302786, for the year 2019, hereinafter referred to as the “**VENDOR**” (which expression shall unless excluded by or repugnant to the context be deemed to mean and include his heirs, successors, executors, administrators, legal representatives and assigns) of the **FIRST PART**.

M/s. S.S. Enterprise

Proprietor

-AND-

(1) **MR.** (**PAN-.....**),
son of, by faith- Hindu, by Nationality
– Indian, by Occupation – Service, residing at
.....Post Office -, Police Station -
....., Kolkata - , (Mobile No-----)

(2) **MR.** (**PAN-.....**), son of
....., by faith – Hindu, by Nationality – Indian, by Occupation
– Retired, residing at..... Post Office
-, Police Station -, Kolkata - , (Mobile No.-
-----) hereinafter jointly referred to as the **“PURCHASERS”**
(which term or expression shall unless excluded by or repugnant to the context
be deemed to mean and include their heirs, executors, successors,
administrators, legal representatives and/or assigns) of the **SECOND PART.**

AND

M/S. S. S. ENTERPRISE, a proprietorship firm having its registered
office at 71, Rajdanga Main Road, P.O.- E.K.T.P, P.S. Kasba, Kolkata – 700
107, District South 24 Parganas, West Bengal, represented through its proprietor
namely **SRI SHIB SHANKAR PASWAN**, son of Late Raghunath Paswan,
(**PAN- AIOPP4419N**), (**Aadhaar No. 667773591610**), (**Mobile
No.9831082751**) by faith – Hindu, by Occupation – Business, by Nationality –
Indian, residing at 139/1, Rajdanga Krishna Garden, P.O.- E.K.T.P. P.S. Kasba,
Kolkata – 700 107, District South 24 Parganas, West Bengal hereinafter referred
to as the **“DEVELOPER”**(which term or expression shall unless excluded by or
repugnant to the context be deemed to mean and include its respective heirs,
executors, administrators, successors-in-office, legal representatives and
assigns) of the **THIRD PART;**

WHEREAS by a registered Deed of Sale dated 13th day of October,
2014, made between Sayazed Hossain, Rabial Hossain and Noor Hossain

became the joint owners therein referred to as the Vendors, and

The said Vendors sold transferred and conveyed against valuable consideration of **ALL THAT** piece and parcel of Bastu land measuring about 04 (Four) Cottahs 13 (Thirteen) Chittacks 35 (Thirty Five) Sq.ft. more or less with a tile shed kanchha structure measuring about 100 Sq.ft. standing thereon lying and situate at Mouza- Kasba, J.L. N.13, under R.S. Khatian No. 1946 and 1993, under R.S. Dag No. 3727, Police Station- Kasba, Kolkata – 700 107, District – South 24 Parganas, within the limits of the Kolkata Municipal Corporation being premises No. 440, Rajdanga Main Road, Police Station – Kasba, Kolkata- 700 107, having Assessee No. 31-107-16-3951-8, under Ward No. 107, District – South 24 Parganas, and the said deed was registered before Additional Registrar of Assurances- I, Kolkata, and recorded in Book No.1, C.D. Volume No. 23, Pages from 3765 to 3789, Being No. 09342, for the year 2014, in favour **M/S. J.K. OVERSEAS PVT. LTD. PAN: AAC CJ3005F** Represented by its one of the Director Mr. Jitendra Kumar Shaw became the sole and absolute owner of the scheduled land with structures together with all easement right thereto and enjoyed peaceful possession of the same and absolutely seized and possessed of the same or otherwise became sufficiently entitled to the scheduled property in its entirety;

AND WHEREAS the **M/S. J.K. OVERSEAS PVT. LTD.** herein became the absolute owner of the aforesaid property and while seized and possessed of the same mutated its own name in the record of Kolkata Municipal Corporation which became known and numbered as Premises No. 440, Rajdanga Main Road, Police Station – Kasba, Kolkata- 700 107, having Assessee No. 31-107-16-3951-8, under Ward No. 107, District – South 24 Parganas and mutated its own name in the B.L. &

L.R.O. of the said Property in Mouza- Kasba, L.R. Khatian No. 805, under L.R. Dag No. 3727, Police Station – Kasba, Kolkata – 700 107, as morefully described in the First Schedule thereunder and hereunder written and has been enjoying the same free from all encumbrances by paying taxes and revenue thereof.

AND WHEREAS after knowing the intention of the aforesaid owner, Second Party/Developer approached to the owner with proposal to construct such several storied building as per sanctioned building plan and after protracted negotiation between the parties, the owner finally announced his approval.

AND WHEREAS the Vendor herein intended to develop the said property at premises No. 440, Rajdanga Main Road, Police Station – Kasba, Kolkata- 700 107, District South 24 Parganas, as mentioned in the First Schedule hereunder written and duly approached to the Developer/ **M/S. S. S. ENTERPRISE**, a proprietorship firm having its registered office at 71, Rajdanga Main Road, P.O.- E.K.T.P, P.S. Kasba, Kolkata – 700 107, District South 24 Parganas, West Bengal, represented through its proprietor namely **SRI SHIB SHANKAR PASWAN**, son of Late Raghunath Paswan, residing at 139/1, Rajdanga Krishna Garden,

P.O.- E.K.T.P. P.S. Kasba, Kolkata – 700 107, District South 24 Parganas, West Bengal and the Developer agreed to develop the said property at its own cost and entered into Development Agreement with the Owner executed and /or registered on 14.08.2019 under certain terms and conditions stated therein which document was recorded in the office of the District Sub- Registrar -III Alipore, South 24 Parganas, Vide Book No.1, Volume No. 1603-2019, Pages from 88968 to 89023, Deed No.160302782, for the year 2019.

AND WHEREAS the Vendor herein simultaneously executed a Registered Power of Attorney on 14.08.2019 in favour of the Developer/ **M/S. S. S. ENTERPRISE**, a proprietorship firm having its registered office at 71, Rajdanga Main Road, P.O.- E.K.T.P, P.S. Kasba, Kolkata – 700 107, District South 24 Parganas, West Bengal, represented through its proprietor namely **SRI SHIB SHANKAR PASWAN**, son of Late Raghunath Paswan, residing at 139/1, Rajdanga Krishna Garden, P.O.- E.K.T.P. P.S. Kasba, Kolkata – 700 107, District South 24 Parganas, West Bengal herein which document was registered on 14.08.2019 before D.S.R.-III, Alipore, South 24 Parganas, recorded Vide Book No. I, Volume No.1603-2019, Pages from 89358 to 89376, being No.160302786, for the year 2019.

AND WHEREAS in terms of the said agreement for development the Developer herein gradually raised structures thereon as per the sanctioned (G+IV) storied Building Permit Plan No. 2023120349, dated 30.10.2023, for duly sanctioned by the Kolkata Municipal Corporation.

AND WHEREAS according to the said Development Agreement the Developer have been fully empowered to construct a new building on the said land according to the said sanctioned building plan and shall have right to sell the **Developer's Allocation** of the said building to the Intending Purchasers.

AND WHEREAS thereafter the Developer herein constructed a G+IV storied residential building on the First Schedule property i.e. Kolkata Municipal Corporation being premises No. 440, Rajdanga Main Road, Police Station – Kasba, Kolkata- 700 107, having Assessee No. 31- 107-16-3951-8, under Ward No. 107, District South 24 Parganas, according to the sanctioned building Plan No. 2023120349, dated 30.10.2023 and after the said construction the Developer delivered the Owner's Allocated portion to the owner according to the terms of said Development Agreement dated 14.08.2019 and the Developer desired to sell the remaining portion of the said building to the intending Purchaser or Purchasers as **Developer's Allocation**.

The Developer has registered the Project under the provision pf the Act with the West Bengal Real Estate Regulatory Authority at Kolkata on / /20 under registration No . _____.

AND WHEREAS the Purchasers herein having inspected the title deeds of the Schedule property and other relevant documents and being satisfied with right title and interest of the Vendor and Developer made a proposal to the Owner/Developer for purchase of **ALL THAT** the 1(one) self contained residential Flat No. on the **..... FLOOR**, **Side**, measuring about Sq. ft. be the same little more or less **BUILT UP AREA**, consisting of 3 (Three) Bed Rooms, 1 (one) Drawing - Cum – Dining-cum-Living Room, 1 (one) Kitchen Room, 2(Two) Toilets, 1(one)

Verandah, alongwith right to use 1(one) Car parking Space on the **GROUND FLOOR** in the newly constructed building at the Kolkata Municipal Corporation being Premises No. 440, Rajdanga Main Road, Police Station – Kasba, Kolkata- 700 107, District South 24 Parganas, which is morefully described in the **SECOND SCHEDULE** herein below along with undivided proportionate share of land described in the **FIRST SCHEDULE** herein below with common facilities which is described in the **THIRD SCHEDULE** herein below which is common expenses in the **FOURTH SCHEDULE** herein below and with common expenses which is described in the **FIFTH SCHEDULE** herein below which is at or for the total consideration price of Rs.....(Rupees)) **only** of the above mentioned Flat and Car Parking space.

AND WHEREAS the Owner/Vendor as well as the Developer have agreed to sell and the Purchasers have agreed to purchase of **ALL THAT** the 1(one) self contained residential Flat No. on the **..... FLOOR**, **Side**, measuring about Sq. ft. be the same little more or less **BUILT UP AREA**, consisting of 3 (Three) Bed Rooms, 1 (one) Drawing - Cum – Dining–cum-Living Room, 1 (one) Kitchen Room, 2(Two) Toilets, 1(one) Verandah, alongwith right to use 1(one) Car parking Space on the **GROUND FLOOR** in the newly constructed building at the Kolkata Municipal Corporation being Premises No. 440, Rajdanga Main Road, Police Station – Kasba, Kolkata- 700 107, District South 24 Parganas, which is morefully described in the **SECOND SCHEDULE** herein below along with undivided proportionate share of land described in the

FIRST SCHEDULE herein below with common facilities which is described in the **THIRD SCHEDULE** herein below which is common expenses in the **FOURTH SCHEDULE** herein below and with common expenses which is described in the **FIFTH SCHEDULE** herein below and hereinafter referred to as the “ said Flat and Car Parking ” at or for the total consideration price of Rs..... (Rupees
.....) **only** of the above mentioned Flat and parking Space and has since being enjoying the same free from all encumbrances whatsoever and paying taxes therefor.

AND WHEREAS the Owner/Vendor/Developer hereto declare and confirm their respective, right, title and interest in the said property and record the terms for sale and transfer of the said
..... **FLOOR** Flat and **PARKING SPACE** to the Purchasers herein, as stated hereunder.

**NOW THIS AGREEMENT FOR SALE WITNESSETH AND IT IS
HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS
FOLLOWS:-**

1. That the Owner/Vendor/Developer have agreed to sell and the Purchasers have agreed to purchase of **ALL THAT** the 1(one) self contained residential Flat No. on the **FLOOR**,
Side, measuring about Sq. ft. be the same little more or less **BUILT UP AREA**, consisting of 3 (Three) Bed Rooms, 1 (one) Drawing - Cum -Dining-cum- Living Room, 1 (one) Kitchen Room, 2(Two) Toilets, 1(one) Verandah,

alongwith right to use 1(one) Car parking Space on the **GROUND FLOOR** in the newly constructed building at the Kolkata Municipal Corporation being Premises No. 440, Rajdanga Main Road, Police Station – Kasba, Kolkata- 700 107, District South 24 Parganas, which is morefully described in the **SECOND SCHEDULE** herein below along with undivided proportionate share of land described in the **FIRST SCHEDULE** herein below with common facilities which is described in the **THIRD SCHEDULE** herein below which is common expenses in the **FOURTH SCHEDULE** herein below and with common expenses which is described in the **FIFTH SCHEDULE** herein below free from all encumbrances charges liens, and lispendences for a total consideration of **Rs.....(Rupees) only.**

2. That the Purchasers shall pay the total consideration of **Rs. (Rupees) only** to the Developer in the following manner:-

<u>Sl. No.</u>	<u>Particulars of Payment</u>	<u>Amount</u>
A.	On Booking on	
B.	20% will be paid within ten days from booking date including booking amount (at the time of agreement) on or before	
C.	10% within the seven days after casting of the	

Ground Floor.

- D. 10% within the Seven days after casting of the First Floor.
- E. 10% within the seven days after casting of the Second Floor.
- F. 10% within the seven days after casting of the Third Floor.
- G. 10% within the seven days after casting of the Fourth Floor.
- H. 10% within the Seven days after completion of the brick works.
- I. 10% within the Seven days after completion of inside and outside plaster.
- J. 10% before the delivery of possession of the Flat and/or registration of the said second Schedule property.

3. The original plan has been kept by the Developer at its office for inspection which the Purchasers have duly inspected, seen and approved and have no objection thereto.

4. That the Owner/Developer hereby declare that the said land on which the said building is being raised and constructed is free from all encumbrances, dues charges, attachments, liens, impendence and acquisition or requisition in any manner whatsoever and the Developer further confirm that the said building shall be constructed in accordance

with the specification and in the best workmanship and as per plan sanctioned by the Kolkata Municipal Corporation.

5. In the event of any defect or deficiency in title, if at all, being found later, the Vendor or developer, herein, shall take all necessary steps to cure or rectify such defects at his/her own cost within 3 (Three) months, else the Purchasers herein, will have right to revoke or cancel this agreement.

6. That the Developer shall make and complete the said building as per the specification as provided in the Schedule hereunder written and also provide all points for the supply of electric power in the building as per the specification.

7. That the Developer shall also make arrangement for the supply of necessary residential water at his own cost, The developer will also arrange separate electric meter (C.E.S.C. deposit money payable by Purchasers) for the said flat so that the Purchasers will have separate line of electricity consumption bill Purchasers' own name directly from C.E.S.C.

8. That the Purchasers should not do any act, deed, or thing whereby the construction or development of the said building in any way be hindered or imposed with nor shall in any way commit, breach of any of the terms and conditions herein contained.

9. That the Purchasers shall not cause any interference or obstruction or impediment in the construction of the building nor shall have any right whatsoever or howsoever in respect of other portion of the said premises or the building being constructed except the said

..... FLOOR FLAT and CAR PARKING SPACE.

The Purchasers will be at liberty to use the roof and common portions of the said premises or benefits proposed together with the Owner or other Flat Owner.

10. That the Licensed building surveyor registered with the Kolkata Municipal Corporation for the time being of the said building under construction shall have the absolute authority to ascertain as to the quality or specification of the materials to be used in the said building and the Purchasers hereby consent to the same and the Developer hereby agree to provide the Purchasers structural and sanitary certificates to be issued by the aforesaid L.B.S. as required by the Kolkata Municipal Corporation before the delivery of possession of the said Flat and Car Parking Space to the Purchasers.

11. That the construction of the said building will be completed by the end, or earlier and thereafter the Developer shall deliver the rightful possession of the flat to the Purchasers on payment of the Last instalment as per the “Schedule of Payment” and any other Govt. Charges which shall be paid by the Purchasers to the Developer. In case delay of possession of the Flat and Car Parking Space developer will pay 10% of the Earnest Money to the Purchasers.

12. That the Developer shall deliver to the Purchasers the vacant and peaceful possession of the said Flat and Car Parking Space on receiving the Last installment of payment Schedule money and any other Govt. Charges which will be paid by the Purchasers to the Developer as per Schedule of Payment mentioned hereunder. Registration of Deed of Conveyance, of above said Flat and Car parking Space will be arranged on receiving full and final payment from the Purchasers by the Developer.

13. That the Developer declare that the said property is free from all encumbrances and they have not entered into an agreement either oral or written regarding the said **FLOOR** Flat and the Car Parking Space with any body else.

14. That the Developer shall pay all Municipal rate and taxes and other claims in respect of the said property for the entire period upto the date of handing over the possession of the said Flat and Car Parking Space and the Purchasers shall pay such Municipal Rates and Taxes from the date of delivery of such actual possession.

15. That all notices to be served hereunder by any of the parties on the other shall be deemed to have served on the 7th day from the date of dispatch or such notice sent by prepaid registered post with acknowledgement due to the address of the Party mentioned herein above and hereafter notified in writing. None of the parties shall raise any objection as to the mode of service and the notice is deemed to have

been served as aforesaid even in case of return of the letter sent by registered post without being served.

16. That the Purchasers also agree to pay to the Developer in addition to the total consideration amount mentioned hereinbefore, all expenses including all charges and costs for any additions, alterations or modifications or for any extra or additional facility provided for in the said Flat and Car Paring Space if required by the Purchasers in writing and proportionate share of C.E.S.C. Security, of the individual Flat or Flats with service connection charges.

17. That the Purchasers shall pay Banking interest per month on all sums becoming due which the Purchasers fails to pay to the Developer within 30 days of getting of written notices from the Developer requiring such payment for the period during which the Purchasers remaining in defaults. This will be without prejudice to the other rights of the Developer hereunder. The Developer shall have the discretion to waive and/or reduce the interest payable as aforesaid in writing.

18. That if the Purchasers refuse to purchase the Schedule property on payment of part payment and /or unable to pay the balance amount within the time the Developer shall have every right to rescind this agreement and in that event the Developer shall also have the right to deduct 20% of the cost and the rest amount will be refunded without any interest to the Purchasers. In that event the Developer have every right to sell the Schedule property to any other person or persons according to the choice of the Developer without any obstruction from

the Purchasers. If, owing to no default on the part of the Purchasers, the Developer fails and /or neglects to convey the said property to the Purchasers upon payment of the balance purchase price within the stipulated time it shall be lawful for the Purchasers to sue the Vendor for specific performance of this contract and or may get the property registered unilaterally by giving due notice of the same through the court.

19. That all payments shall be made by pay order or bank Draft/ Cash / Cheques.

20. That the Developer shall simultaneously with the execution and/or registration of Deed of Conveyance of Developer Advocate's in favour of the Purchasers (Registration Cost and Advocate's fees payable by Purchasers)

21. That there will be no escalation of the price of the said flat in case of delay in delivery of possession of the said Flat and Car Parking Space.

22. That the Developer shall intimate the Purchasers by prior written notices about full completion of the said flat and Car parking Space and arrangement of necessary water, electricity and also about necessary completion Certification from the Kolkata Municipal Corporation.

23. That the Owner/Developer shall co-operate with the Purchasers in the matter of investigation of title in the said property by supplying of Xerox copies of all necessary documents.

24. That on investigation of the title of the said property if it is not found free from encumbrances, the Purchasers will be entitled to get back the earnest money paid to the Developer alongwith interest.

25. That the Purchasers shall pay every installment of the total consideration amount in time as per payment Schedule, described here, failing of which the Purchasers will be bounded to pay 10% P.A. as interest on that particular amount of installment to the Developer.

26. On and from the date of notice of possession is given by the Developer:-

(a) That upon completion of the said building and after all the Flats and other areas of the Building are sold by the Developer, the management for maintenance of the Building shall be transferred in favour of the Association of Purchasers of all Flats and other constructed area of the said building to be formed by the Developer and upon such transfer all the liabilities and obligations of the Developer in respect of the said building shall stand ceased and the Purchasers shall be and hereby undertakes to become a member of the said Association as long as the Purchasers owns the said Flat and Car Parking Space and agrees to abide by the Rules and Regulations of the said Association.

(b) The Purchasers agrees and undertakes to become a member of the Association upon receiving delivery of possession of the said Flat and

Car Parking and further undertakes to sign all papers and applications in connection therewith.

(c) The Purchasers shall observe all rules and regulations framed by the Association of all the Purchasers of the entire areas of the said Building for the maintenance of the Building.

(d) The Purchasers shall month by month pay to the Association proportionate amount of costs, charges and expenses in respect of the said Flat and Car Parking Space as well as for maintenance of the common areas and facilities of the Building.

(e) The Purchasers shall also pay proportionate existing and future rates and taxes assessment duties imposition out going and burdens whatsoever assessed charged imposed in respect of the said Building by the concerned authorities, provided however it is made clear that the said rates, taxes, impositions and outgoings and the proportionate amount of maintenance charges shall be paid by the Purchasers irrespective of the fact that the Purchasers is out of station.

(f) If the Purchasers fails to pay the aforesaid charges or part thereof within 7 days from the date of receiving such notice to pay, the Purchasers hereby agrees to pay interest @ 10 % per annum to the Association and if such payment or part thereof including interest remains unpaid for a further period of 30 days the Association shall be entitled to disconnect or discontinue the supply of common utilities to the said Flat.

(g) The statement of account of the apportionment of such charges as prepared by the Association shall be final conclusive and binding upon the Purchasers.

27. That the name of said building/premises/ apartment shall be
“ _____”.

PURCHASERS’S OBLIGATION AND COVENANTS:

1. Not to cause any interference or obstruction or impediment in the construction of the said building by the Developer but shall be entitled to check and verify the quality of materials as would be used.

2. Not to claim any right whatsoever or howsoever in respect of other portion of the said premises or the building being constructed thereon excepting the saidFLOOR Flat and Car parking Space. However the Purchasers shall have the liberty to use the roof and other common spaces for beneficial purposes jointly along with other co- Owner.

3. Not to claim any right over the said premises or other portions of the building except the Common Areas and Facilities as per the Third Schedule granted to the Purchasers or the external periphery of the said building.

4. Not do any act or thing whereby the Vendor/Developer is prevented from selling, assigning or disposing of any other saleable portions in the said building or at the said premises except the area, sold and transferred to the Purchasers.
5. To use the said flat only for the purpose of residence and not for any other purposes whatsoever without the consent in writing of the Vendor/Developer.
6. Not to store or keep stored or to be stored any article, things, materials and goods, in the landing and other common portions of the building.
7. Not to cause or make any obstruction or interference with the free ingress to and egress from the said building or the said Premises.
8. The Purchasers to pay service tax/ GST Tax @ _____% statutory value of the Second Scheduled Property.
9. The Purchasers liable to pay 6(Six) months maintenance @ Rs.2/- per Sft. (SBA) immediately at the time of registration, to the Developer.
10. Not to transfer this agreement or any benefit herein or let out, transfer mortgage or charge the said flat unit such time the Purchasers have made full payment of all the monies payable by him and/or performed his part of obligations as contained in this Agreement.

THE FIRST SCHEDULE ABOVE REFERRED TO:

ALL THAT piece and parcel of Bastu land measuring about 04 (Four) Cottahs 13 (Thirteen) Chittacks 35 (Thirty Five) Sq.ft. more or less together with Kolkata Municipal Corporation building plan G+IV storied residential Building Permit Plan No. 2023120349, dated 30.10.2023, Borough- XII , lying and situate at Mouza- Kasba, J.L. N.13, under R.S. Khatian No. 1946 and 1993, under R.S. Dag No. 3727, corresponding to L.R. Khatian No. 805, under L.R. Dag No. 3727, Police Station- Kasba, Kolkata – 700 107, District – South 24 Parganas, within the limits of the Kolkata Municipal Corporation being premises No. 440, Rajdanga Main Road, Police Station – Kasba, Kolkata- 700 107, having Assessee No. 31-107-16-3951-8, under Ward No. 107, District – South 24 Parganas together with all easement right thereto which is butted and bounded that is to say:-

ON THE NORTH : Land of R.S. Dag No. 3727 (Part)

ON THE SOUTH : 40’ ft wide K.M.D.A. Road;

ON THE EAST : Land of R.S. Dag No. 3727 (Part)

ON THE WEST : Land of R.S. Dag No. 3726 (Part)

THE SECOND SCHEDULE ABOVE REFERRED TO:

ALL THAT the 1(one) self contained residential Flat No. on the **..... FLOOR**, **Side**, measuring about.....Sq. ft. be the same little more or less **BUILT UP AREA**, consisting of 3 (Three) Bed Rooms, 1 (one) Drawing - Cum –Dining–cum- Living Room, 1 (one) Kitchen Room, 2(Two) Toilets, 1(one) Verandah, alongwith right to use 1(one) Car parking Space on the

GROUND FLOOR in the newly constructed building at the Kolkata Municipal Corporation being Premises No. 440, Rajdanga Main Road, Police Station – Kasba, Kolkata- 700 107, District South 24 Parganas under Ward No. 107, of the building at the said premises **TOGETHER WITH** proportionate undivided share of the land comprised in the new building together with all easement right thereto. . A copy of the Plan is annexed herewith delineated in “**RED**” Verge.

THE THIRD SCHEDULE ABOVE REFERRED TO

(Common areas and facilities)

1. The vacant spaces around the said premises in accordance of sanction plan.
2. The spaces within the building comprised of ingress and egress of the said building, staircase landing lobbies etc.
3. All installation for common service such as drainage of the building and also side walls, Boundary wall and gates, water supply and plumbing arrangement in the premises, electrical connection and other civil amenities, septic tank of the premises.
4. Reservoir in the Ground Floor, reservoir on the roof on the top floor of the building, pump, motor, pipe lines and all other appurtenances and installation in the premises for common use.
5. Septic tanks, soak pits and sewerage which are connected.
6. Security/Guard room, Common toilet/bath room, transformer, electric meter room, electric meter for common areas and facilities, water pump with motor.

7. All other facilities and amenities in the premises which are intended for common use.
8. Common Roof Right.
9. Common Lift Right and stair case.

THE FOURTH SCHEDULE ABOVE REFERRED TO

(Common Expenses)

1. The Expenses of maintaining, repairing, redecorating etc. of the main structure, rain water pipes etc. of the building, tube-well if any, water pipes, sanitary pipes, gas pipes and electric pipes, wires and installations in under or upon the building as enjoyed or used by the Purchasers in common with the Vendor and the Owner of the other flat and the main staircase, passage, landings and staircase of the floor, cost of employing necessary staffs including darwans, security staffs, jamadars, sweepers, etc.

THE FIFTH SCHEDULE ABOVE REFERRED TO :

(EASEMENTS)

The Co-Owner shall allow to each other and the following rights, easements, quasi-easements, privileges and/or appurtenances.

- i) The right of passage of utilities including connection for Telephone, pipes, cables, etc. through such and every portion of the building including the said unit.
- ii) The right of support, shelter and protection of each portion of the building by other and/or other thereof.

- iii) The absolute unfettered and unencumbered right over the common portions subject to the terms and conditions wherein contained.
- iv) Such rights supports easements and appurtenances as are usually held and occupied or enjoyed as part or parcel of the said undivided share in the said land and/or the said unit or Flat.
- v) The right with or without workmen and necessary material to enter upon the building including the said or any other unit or Flat for the purpose of repairing any of the common portions or any appurtenances to any unit and/or anything comprised in any unit and in all such common area excepting emergency upon giving 48 hours previous notices in writing to the co- Owner affected thereby.
- vi) Not any Co-Owner shall allow any obstruction and/or construction over the said building or the Ground Floor.

THE SIXTH SCHEDULE ABOVE REFERRED TO :

PAYMENT SCHEDULE

The Purchasers shall pay the total consideration of
Rs (Rupees.....)

only to the Developer in the following manner:-

<u>Sl. No.</u>	<u>Particulars of Payment</u>	<u>Amount</u>
---------------------------	--------------------------------------	----------------------

- A. On Booking on
- B. 20% will be paid within ten days from booking date including booking amount (at the time of agreement) on or before
- C. 10% within the seven days after casting of the Ground Floor.
- D. 10% within the Seven days after casting of the First Floor.
- E. 10% within the seven days after casting of the Second Floor.
- F. 10% within the seven days after casting of the Third Floor.
- G. 10% within the seven days after casting of the Fourth Floor.
- H. 10% within the Seven days after completion of the brick works.
- I. 10% within the Seven days after completion of inside and outside plaster.
- J. 10% before the delivery of possession of the Flat and/or registration of the said second Schedule property.

THE SCHEDULE ABOVE REFERRED TO :

General Specification of Building Construction (GENERAL SPECIFICATION)

- A. General The building shall be of RCC framed structure as per design of the Architect.

- | | | |
|----|---|--|
| B. | Brick Wall | All exterior brick wall shall be 8"/10" thick with bricks of approved quality in cement sand (full course) Mortar (1:6). All partitions shall be 3" or 5" thick with brick of approved quality in cement Sand mortar (1:4). |
| C. | Flooring,
Skirting &
Dado | <p>All rooms and Drawing/Dining and Verandah are laid with vitrified tiles of 2' x2' and to skirting upto 4" height.</p> <p>ii) Kitchen will have tiles in upto 3'-0" from cooking Table Top.</p> <p>iii) Anti-skid tiles in toilet's floor and glazed tiles will be provided upto door frame height.</p> <p>Cement sand (1:6) plaster with P.O.P. Finish will be provided on the walls and ceiling.</p> |
| D. | Interior
finishing
and ceiling | i) Cement Sand (1:6) plaster will be provided on the walls |
| E. | Exterior
finishes
Plastering
walls
Chajjas etc.
Paints | <p>surface over which decorative cement paint will be applied.</p> <p>(ii) Cement Sand (1:4) plaster will be provided to projections line as hand, corridor etc. over which decorative cement paint will be applied.</p> <p>i) outside will be weather coat paints.</p> <p>a) Sal wood door frame.</p> <p>b) Main door 32mm ply with door skin on both sides.</p> |
| F. | Door &
frame | <p>(c) All other inside doors will have door skin pasting flash door (32mm)</p> <p>(d) 8" long aluminum Tower bolt from inside and Door Stopper, and Buffer.</p> |

- (e) Telescopic peep-hole (Main door at flat entrance).
- (f) Toilet doors: PVC or Flush Door.
- (g) Mortis Lock in main Door other Door will have cylindrical Lock.
- G. Windows
 - a) Aluminum windows with tinted Glass.
 - b) All windows shall be provided with integrated M.S. grills.
- H. Toilets
 - a) 2(Two) Western Commode with flush.
 - b) Shower in each Toilet.
 - c) 20" X 16" wash basin (white),
 - d) One brass Tap with Faucet.
- I. Kitchen
 - a) Black top granite cooking platform.
 - b) SS sink size 18" x 22".
 - c) Sink Cock
 - d) One tap will be there under the sink in kitchen.
- J. Stair Case
 - a) Flooring: Tiles floor and skirting of 4" high.
 - b) M.S. railing with wooden top (3'-0")
 - c) Stair case room will be provided with M.S. grill with Aluminum windows for light and ventilation as per design.
 - d) Suitable rain water pipe for proper drainage of water from roof (PVC) .
- K. Water Supply

Overhead RCC Reservoir will be provided with the capacity as per K.M.C. Sanction suitable electric pump with Motor will be installed on Ground Floor to deliver water to overhead tank from ground reservoir connected to Municipal Water supply through K.M.C.

connection.

- L. Electrical Installation
- a) Separate wiring of each flat or separate: Meter (C.E.S.C. deposit money payable by the Purchasers)
 - b) Three light points, one fan point and 1(one) 15 Amp plug point in drawing and living space with 1(one) T.V. Point.
 - c) One Fan point, Three light points and one plug point in each bed room.
 - d) One light point and one plug point, one exhaust fan point, 1(one) 15 AMP plug point in Kitchen.
 - e) Two light points for each toilet, one geyser point, and Exhaust Fan.
 - f) One light point in each floor in stair case room.
 - g) Separate Electric meter for common areas and facilities (cost will be paid by the Developer).
 - h) Wire will be ISI mark
 - i) All Switch and plug point will be ISI mark.
- M. Lift 4 Passengers Lift of reputed make.
- N. Compound Grill gate as per design will be provided in main entrance at Ground Floor and Roof.
- O. Extra work Any deviation from the above specification shall be treated as extra work and the Owner/Purchasers shall bear the cost involved therefore, as per the demand of the Developer.

IN WITNESS WHEREOF all the parties doth hereto set and subscribe their hands, seals and signature the day, month and year first above written.

SIGNED, SEALED and DELIVERED

by the abovenamed **PARTIES** at Kolkata in the Presence of :-

1.

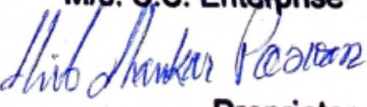
(OWNER/VENDOR)

2.

1.

2.

(PURCHASERS)

M/s. S.S. Enterprise

Proprietor

(DEVELOPER)

MEMO OF CONSIDERATION

RECEIVED of and from the withinnamed PURCHASERS the
withinnamed a sum of Rs..... (Rupees
.....) only as EARNEST/ ADVANCE
MONEY as per memo below :-

Rs.....

Rs.....

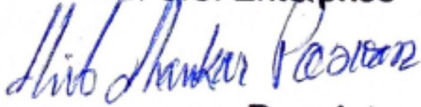
(Rupees) only,

MEMO :

(Rupees) only,

WITNESSES:

1.

M/s. S.S. Enterprise

Proprietor

2.

(DEVELOPER)