

THIS AGREEMENT FOR SALE is made this _____ day of _____ 20____

BETWEEN

(1) MRS MITRA DATTA (PAN: BZKPM3873P, AADHAR: 209097306624) wife of Amal Datta residing at 150 Bakul Bagan Road Kolkata: 700025 Police Station: Bhowanipore,

(2) MRS MANJU DATTA (PAN: APSP0215P, AADHAR: 595747201987) wife of Ashis Datta residing at 107 Southern Avenue, Avenue House, Kolkata: 700029 Police Station: Lake herein referred to **OWNERS** (which expression shall unless excluded by or repugnant to the context be deemed mean and include their successor and/or successors-in-interest and assigns and nominees) of the **ONE PART**. The owners no 1 and 2 has been represented by its constituted attorney **SRI RAJESH KUMAR JHAJHARIA, (PAN: ACWPJ3828K, AADHAR: 646962065452)**, son of late SM Jhajharia, by nationality Indian, by occupation residing at 61A Sardar Sankar Road, Kolkata: 700029, Police Station: Tollygunge,

AND

SORAJEET DEVELOPERS LLP (PAN: AEOFS7488C, LLPIN: AAZ-3773), an LLP registered under Limited Liability Partnership Act, 2008 having its registered office at 61A Sardar Sankar Road Kolkata: 700029 Police Station: Tollygunge represented by one of its designated partners **RAJESH KUMAR JHAJHARIA (PAN: ACWPJ3828K, AADAHR: 646962065452)**, son of Late SM Jhajharia, by religion Hindu, by Occupation: Business, by Nationality: Indian of 61A Sardar Sankar Road Kolkata: 700029

AND

[If the Allottee is a company]

_____, (CIN no. _____) a company incorporated under the provisions of the Companies Act, [1956 or 2013, as the case may be], having its registered office at _____, (PAN _____), represented by its authorized signatory, _____, (Aadhar no. _____) duly authorized vide board resolution dated _____, hereinafter referred to as the "Allottee" (which expression

shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, executors, administrators and permitted assignees).

[OR]

[If the Allottee is a Partnership]

_____, a partnership firm registered under the Indian Partnership Act, 1932, having its principal place of business at _____, (PAN _____), represented by its authorized partner, _____, (Aadhar no. _____) authorized vide _____, hereinafter referred to as the "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors-in-interest, executors, administrators and permitted assignees, including those of the respective partners).

[OR]

[If the Allottee is an Individual]

Mr. / Ms. _____, (Aadhar no. _____) son / daughter of _____, aged about _____, residing at _____, (PAN _____), hereinafter called the "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted assignees).

[OR]

[If the Allottee is a HUF]

Mr. _____, (Aadhar no. _____) son of _____ aged about _____ for self and as the Karta of the Hindu Joint Mitakshara Family known as _____ HUF, having its place of business / residence at _____, (PAN _____), hereinafter referred to as the "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to include his heirs, representatives, executors, administrators, successors-in-interest and permitted assigns as well as the members of the said HUF, their heirs, executors, administrators, successors-in-interest and permitted assignees).

[Please insert details of other allottee(s), in case of more than one allottee]

The Promoter and Allottee shall hereinafter collectively be referred to as the "Parties" and individually as a "Party".

WHEREAS:

- A. The **OWNERS** are the absolute owners of ALL THAT the land measuring an area of **4 Cottahs 11 Chittaks 29 Square Feet of land**, Police Station Golf Green, District South 24 Parganas, Sub Registrar at Alipore within Ward No. 95 of the Kolkata Municipal Corporation along with the rights appurtenant thereto, **TOGETHER WITH** all easement rights and all other rights appurtenances attached to the said plot, more fully & particularly mentioned and described in the **SCHEDULE A (Part I)** hereunder written, hereinafter for the sake of brevity referred to as the SAID LAND. The Devolution of Title of the said Owners is morefully mentioned and stated in the **SCHEDULE A (Part II)** hereunder written.
- B. The Owner and the Promoter have entered into a **Development Agreement** dated Development agreement dated **05/07/2024** registered in the office of District Sub Registrar II - at Alipore recorded in **Book no 1, Volume No 1602-2024 Pages: 335999 to 336062, Being no 160209578 for the year 2024** and **Power of attorney** dated **05/07/2024** registered in the office of District Sub Registrar II - at Alipore recorded in **Book no 1, Volume No 1602-2024 , Pages: 344467 to 344495 , Being no 160209591 for the year 2024**
- C. The Said Land is earmarked for the purpose of building a Residential cum Commercial project, comprising multi storied apartment building(s) and the said project shall be known as '**SJ KANAKLATA**' ("Project");
- D. The Promoter is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Promoter regarding the said land on which Project is to be constructed have been completed;
- E. The concerned competent authority has granted the commencement certificate to develop the Project vide building permit no **2025080108 dated 11/12/2025**
- F. The Promoter has obtained the final layout plan approvals for the Project from the concerned competent authority. The Promoter agrees and undertakes that it shall not make any changes to these layout plans except in strict compliance with section 14 of the Act and other laws as applicable.
- G. The Promoter has registered the Project under the provisions of the Act with the Real Estate Regulatory Authority at Kolkata and has been granted registration no. _____
- H. The Allottees had applied for an apartment in the Project vide application no. _____ dated _____ and has been allotted apartment no. _____ having carpet area of _____ square feet, more or less, type _____, on the _____ floor in

[tower/block/building] no. _____ ("Building") along with garage/closed parking no. _____ admeasuring 135 square feet, more or less, on the ground floor, as permissible under the applicable law and of pro rata share in the common areas ("Common Areas") as defined under clause (n) of Section 2 of the Act, hereinafter referred to as the "Apartment" more particularly described in **Schedule B** and the floor plan of the apartment is annexed hereto and marked in colour _____.

- I. The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein;
- J. At or before the execution of this Agreement, the Allottee confirm(s) that after having conducted and completed to his/her/their/its complete satisfaction independent due diligence and title verification of the Said Land as also the compliance and/or non-compliance, if any, by the Promoter of all/any applicable law(s) and after having carried out a physical inspection of the Land, and further after inspecting including but not limited to amongst others, the Specifications morefully mentioned in **Schedule D** hereunder written, approvals etc. for the Project, and the Allottee having understood and/or having complete and due notice and knowledge of, and after fully satisfying himself/herself/themselves/itself, has/have accepted, without any reservation, each of the aforesaid including the right of the Promoter as stipulated in this Agreement;
- K. The Parties hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the Project;
- L. The Parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;
- M. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the Apartment and the garage/closed parking (if applicable) as specified in **paragraph G**;

NOW THEREFORE, in consideration of mutual representation, covenants, assurances, promises and agreements contained herein and other good and valuable consideration, the parties agreed as follows:

1. TERMS:

- (1.1) Subject to the terms and conditions as detailed in this Agreement, the Promoter agrees to sell to the Allottee and the Allottee hereby agrees to purchase, the Apartment as specified in paragraph H;

(1.2) The Total Price for the Apartment based on the carpet area is Rs. _____ (Rupees _____ only ("**Total Price**") :

Description	Amount in Rupees
Building _____ Apartment no. _____ Type _____ Floor _____	Rs. _____/- (Plus GST as Applicable).
Car Parking No. _____	Rs _____ (Plus GST as Applicable).

(1.3) The amounts to be paid by the Allottee towards Extra Charges are enumerated hereunder;

Legal Fees (50% at the time of agreement & 50% at the time of registration).	Rs...../-for 3BHK
Common Electric Meter & Transformer	As per actual
Common Generator (If applicable)	As per actual
Rule 25 Charges (KMC Revised plan charges)	As per Actual (As Applicable)
Maintenance Deposits (For 6 Months)	Rs.4/- per sq. Ft. per month (SBU)
KMC Tax Deposit

Explanation:

- i. The Total Price above includes the booking amount paid by the allottee to the Promoter towards the Apartment:
- ii. The Total Price above excludes GST or any other similar taxes which may be levied, in connection with the construction of the Project payable by the Promoter) up to the date of handing over the possession of the Apartment

- Provided that in case there is any change/modification in the taxes, the subsequent amount payable by the allottee to the promoter shall be increased/reduced based on such change/modification;
- iii. The Promoter shall periodically intimate to the Allottee, the amount payable as stated in clause (i) explanation above and the Allottee shall make payment within 30 (thirty) days from the date of such written intimation. In addition, the Promoter shall provide to the Allottee the details of the taxes paid or demanded along with the acts/rules/ notifications together with dates from which such taxes/levies etc. have been imposed or become effective;
- iv. The Total Price of Apartment includes:
- Pro rata share in the Common Areas; and
 - _____ garage(s) /closed parking(s) as provided in the Agreement.
- (1.4) The Total Price is escalation-free, save and except increases which the Allottee hereby agrees to pay, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost/charges imposed by the competent authorities, the Promoter shall enclose the said notification/order/rule/regulation to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments.
- (1.5) The Allottee(s) shall make the payment as per the payment plan set out in Schedule C ("Payment Plan").
- (1.6) The Promoter shall confirm the final carpet area that has been allotted to the Purchasers after the construction of the Building is complete and the occupancy certificate/completion certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit then Promoter shall refund the excess money paid by Purchasers within forty-five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Purchasers. If there is any increase in the carpet area allotted to Purchasers, the Promoter shall demand that from the Purchasers as per the next milestone of the Payment Plan.

- (1.7) The Purchasers shall have the right to the Apartment as mentioned below:
- The Purchasers shall have exclusive ownership of the Apartment;
 - The Purchasers shall also have an undivided proportionate share in the Common Areas. Since the share/interest of Purchasers in the Common Areas is undivided and cannot be divided or separated, the Purchasers shall use the Common Areas along with other occupants, maintenance staff, etc., without causing any inconvenience or hindrance to them. Further, the right of the Purchasers to use the Common Areas shall always be subject to the timely payment of maintenance charges and other charges as applicable. It is clarified that the promoter shall convey undivided proportionate title in the common areas to the association of Purchasers as provided in the Act;
 - That the computation of the price of the Apartment includes recovery of the price of land, construction of not only the Apartment but also the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, fire detection, and firefighting equipment in the common areas, etc. and includes the cost for providing all other facilities as provided within the Project.
- (1.8) It is made clear by the Promoter and the Allottee(s) agree(s) that the Apartment along with _____ garage/closed parking shall be treated as a single indivisible unit for all purposes. It is agreed that the Project is an independent, self-contained Project covering the said Land and is not a part of any other project or zone and shall not form a part of and/or linked/combined with any other project in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the Allottee. It is clarified that Project's facilities and amenities shall be available only for use and enjoyment of the Allottees of the Project.
- (1.9) It is understood by the Allottee that all other areas and i.e. areas and facilities falling outside the Project, namely “**SJ KANAKLATA**” shall not form a part of the declaration to be filed with the Competent Authority in accordance with the West Bengal Apartment Ownership Act, 1972
- (1.10) The Promoter agrees to pay all outgoings before transferring the physical possession of the apartment to the Purchasers, which it has collected from the Purchasers, for the payment of outgoings (including land cost, ground rent, municipal or other local taxes, charges for water or electricity, maintenance charges, including mortgage loan and interest on mortgages or other

encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the project).

- (1.11) If the Promoter fails to pay all or any of the outgoings collected by it from the Purchasers or any liability, mortgage loan and interest thereon before transferring the apartment to the Purchasers, the Promoter agrees to be liable, even after the transfer of the property, to pay such outgoings and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefor by such authority or person.
- (1.12) The Purchasers has paid a sum of Rs:/- (Rupees only) as booking amount being part payment towards the Total Price excluding GST of the Apartment at the time of application the receipt of which the Promoter hereby acknowledges and the Purchasers hereby agrees to pay the remaining price of the Apartment as prescribed in the Payment Plan as may be demanded by the Promoter within the time and in the manner specified therein
- (1.13) Provided that if the Purchasers delays in payment towards any amount for which is payable, he shall be liable to pay interest at the rate specified in the Rules.

2. MODE OF PAYMENT

Subject to the terms of the Agreement and the Promoter abiding by the construction milestones, the Allottee shall make all payments, on demand by the Promoter, within the stipulated time as mentioned in the Payment Plan through A/c Payee cheque/ demand draft or online payment (as applicable) in favor of ‘ _____ ’ payable at **KOLKATA**.

3. CONVEYANCE OF THE SAID PROJECT

The Promoter, on receipt of the complete amount of the Price of the Apartment under the Agreement from the Purchasers, shall execute a conveyance deed and convey the title of the Apartment together with proportionate indivisible share in the Common Areas within 3 months from the issuance of the occupancy certificate/completion certificate. However, in case the Purchasers fails to deposit the stamp duty, registration charges and all other incidental and legal expenses etc. so demanded within the period mentioned in the demand letter, the Purchasers authorizes the Promoter to withhold registration of the conveyance deed

in his/her favor till full and final settlement of all dues and stamp duty and registration charges to the Promoter is made by the Purchasers. The Purchasers shall be solely responsible and liable for compliance of the provisions of Indian Stamp Act, 1899 including any actions taken or deficiencies/penalties imposed by the competent authorities.

4. MAINTANANCE OF THE SAID BUILDING/ APARTMENT/ PROJECT

The Promoter or its nominees shall be responsible to provide and maintain essential services in the Project till the taking over of the maintenance of the project by the association of the Purchasers. The cost of such maintenance has been excluded in the Total Price of the Apartment. It is being clarified that the promoter shall on completion of the project demarcate and declare the common areas pertaining to the Project.

5. DEFECT LIABILITY

It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Promoter as per the agreement for sale relating to such development is brought to the notice of the Promoter within a period of 5 years by the Purchasers from the date of handing over possession, it shall be the duty of the Promoter to rectify such defects without further charge, within 30 days, and in the event of Promoter's failure to rectify such defects within such time, the aggrieved Purchasers shall be entitled to receive appropriate compensation in the manner as provided under the Act.

6. RIGHT OF PURCHASER TO USE COMMON AREAS AND FACILITIES SUBJECT TO PAYMENT OF TOTAL MAINTANANCE CHARGES

The Purchasers hereby agree to purchase the Apartment on the specific understanding that his/her/it/their right to the use of Common Areas shall be subject to timely payment of total maintenance charges, as determined and thereafter billed by the maintenance agency appointed or the association of Purchasers (or the maintenance agency appointed by it) and performance by the Purchasers of all his/her obligations in respect of the terms and conditions specified by the maintenance agency or the association of Purchasers from time to time.

7. RIGHT TO ENTER APARTMENT FOR REPAIRS

The Promoter/maintenance agency /association of Purchasers shall have rights of unrestricted access of all Common Areas, garages/closed parking and parking spaces for providing necessary maintenance services, and the Purchasers agrees to permit the association of Purchasers and/or maintenance agency to enter into the Apartment or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.

8. GENERAL COMPLIANCE WITH RESPECT TO APARTMENT

- 8.1** Subject to Clause 12 above, the Purchasers shall, after taking possession, be solely responsible for maintaining the Apartment at his/her own cost, in good repair and condition, and shall not do or suffer to be done anything in or to the Building, or the Apartment, or the staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the Apartment and keep the Apartment, its walls and partitions, sewers, drains, pipe, and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter, etc. of the Building is not in any way damaged or jeopardized.
- 8.2** The Purchaser further undertakes, assures and guarantees that he/she would not put any sign-board/ name-plate, neon light, publicity material or advertisement material etc. on the face/facade of the Building or anywhere on the exterior of the Project, buildings therein or Common Areas. The Purchasers shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the Purchasers shall not store any hazardous or combustible goods in the Apartment or place any heavy material in the common passages or staircase of the Building. The Purchasers shall also not remove any wall, including the outer and load-bearing wall of the Apartment.
- 8.3** The Purchasers shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter and thereafter the Association of Purchasers and/or maintenance agency appointed by the Association of Purchasers. The Purchasers shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

9. COMPLIANCE OF LAWS, NOTIFICATION, ETC BY PURCHASERS

The Purchasers are entering into this Agreement for the allotment of an Apartment with the full knowledge of all laws, rules, regulations, and notifications applicable to the Project in general and this project in particular. That the Purchasers hereby undertakes that he/she shall comply with and carry out, from time to time after he/she has taken over for occupation and use the said Apartment, all the requirements, requisitions, demands, and repairs which are required by any competent Authority in respect of the Apartment/at his/her own cost.

10. ADDITIONAL CONSTRUCTIONS

The Promoter undertakes that it has no right to make additions or to put up additional structure(s) anywhere in the Project after the building plan has been approved by the

competent authorities except for as provided in the Act. The Developer can construct an additional floor if the building law permits and obtains sanction of the said additional floor from the concerned authority.

11. PROMOTER SHALL NOT MORTGAGE OR CREATE CHARGE

After the Promoter executes this Agreement he shall not mortgage or create a charge on the Apartment/Building and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Purchasers who have taken or agreed to take such Apartment

12. APARTMENT OWNERSHIP ACT

The Promoter has assured the Purchasers that the project in its entirety is in accordance with the provisions of the West Bengal Apartment Ownership Act, 1972 at the costs of the intending Purchasers. The Promoter showing compliance of various laws/regulations as applicable in the State of West Bengal.

13. BINDING EFFECT

Forwarding this Agreement to the Purchasers by the Promoter does not create a binding obligation on the part of the Promoter or the Purchasers until, firstly, the Purchasers signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Purchasers and secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the Promoter. If the Purchasers (s) fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Purchasers and/or appear before the Registrar/Sub-Registrar/ registrar of Assurance for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Purchasers for rectifying the default, which if not rectified within 30(thirty) days from the date of its receipt by the Purchasers, application of the Purchasers shall be treated as cancelled and all sums deposited by the Purchasers in connection therewith including the booking amount shall be returned to the Purchasers without any interest or compensation whatsoever.

14. ENTIRE AGREEMENT

This Agreement, along with its schedules, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said apartment/building, as the case may be.

15. RIGHT TO AMMEND

This Agreement may only be amended through written consent of the Parties.

16. PROVISION OF THIS AGREEMENT APPLICABLE ON PURCHASERS/ SUBSEQUENT PURCHASERS

It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Project shall equally be applicable to and enforceable against any subsequent Purchasers of the Apartment, in case of a transfer, as the said obligations go along with the Apartment for all intents and purposes.

17. WAIVER IS NOT A LIMITATION TO ENFORCE

17.1 The Promoter may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement, waive the breach by the Purchasers in not making payments as per the Payment Plan including waiving the payment of interest for delayed payment. It is made clear and so agreed by the Purchasers that exercise of discretion by the Promoter in the case of one Purchasers shall not be construed to be a precedent and /or binding on the Promoter to exercise such discretion in the case of other Purchasers.

17.2 Failure on the part of the Promoter to enforce at any time or for any period of time the provisions hereof shall not be construed to be a waiver of any provisions or of the right thereafter to enforce each and every provision.

18. SEVERABILITY

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made thereunder or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to Act or the Rules and Regulations made thereunder or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

19. METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT

Wherever in this Agreement it is stipulated that the Purchasers has to make any payment, in common with other Purchasers in Project, the same shall be the proportion which the carpet area of the Apartment bears to the total carpet area of all the Apartments in the Project.

20. FURTHER ASSURANCES

Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

21. PLACE OF EXECUTION

The execution of this Agreement shall be complete only upon its execution by the Promoter through its authorized signatory at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoter and the Purchasers, after the Agreement is duly executed by the Purchasers and the Promoter or simultaneously with the execution the said Agreement shall be registered at the office of the Registrar or Sub-Registrar.

22. NOTICES

That all notices to be served on the Allottee and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee or the Promoter by Registered Post at their respective addresses specified below.

• **FOR ALLOTTEES**

.....
.....

• **FOR PROMOTER**

SORAJEET DEVELOPERS LLP represented by one of its Designated Partners,
Sri Rajesh Kumar Jhajharia
Address: 61A Sardar Sankar Road, Ground Floor, Kolkata: 700029

23. JOINT ALLOTES

That in case there are Joint allottees all communications shall be sent by the Promoter to the allottees whose name appears first and at the address given by him/her which shall for all intents and purposes to be considered as properly served on all the allottees.

24. GOVERNING LAW

That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India for the time being in force.

25. DISPUTE RESOLUTION

All or any disputes arising out or touching upon or in relation to the terms and conditions of this Agreement, including the interpretation and validity of the terms thereof and the respective rights and obligations of the Parties, shall be settled amicably by mutual discussion, failing which the same shall be settled through the Adjudicating Officer appointed under the Act.

THE SCHEDULE A PART 1
REFERS TO THE SAID LAND

ALL THAT specifically demarcated and bounded land containing an area of 4 cottahs 11 chittakhs 29 sq ft more or less comprised in division-6, sub division-S in Dihi Panchana Gram of Mouza: Chakraberia together with three storied building standing thereon lying situate at and being premises no 150 Rajshekhar Bose Sarani Kolkata: 700025 Police Station: Bhowanipore within Ward no 072 of The Kolkata Municipal Corporation with all easementary right attached butted and bounded by:

- **ON NORTH:** By KMC Black Top Road
- **ON SOUTH:** By KMC Black Top Road
- **ON EAST:** By 149A Bakulbagan road and 39A Townsend Road
- **ON WEST:** By KMC Black Top Road

THE SCHEDULE A PART 2
REFERS TO DEVOLUTION OF TITLE

WHEREAS Mukul Kumar Basu, son of Sri Dharendra Nath Basu of P-93, Lake Road, Ballygunge, P.S. Tollygunge, Dist. 24 Parganas, by a registered Deed of Sale executed in the year 1943 and duly registered at the Sub-Registration office at Alipur and recorded in its Book No.1, Volume No. I, at Pages 164 to 172, Being No.274 for the year 1943 purchased from 1) Sri Sailendra Nath Gupta,. 2) Sri Biswanath Gupta, 3) Sri Debendra Nath Gupta, and 4) Sri Sachindra Nath Gupta, all sons of Late Bijay Lal Gupta, all residing at 254, Panchanantala Road, P.S. & Dist. Howrah. of **ALL THAT** the piece or parcel of land measuring an area of about 4 cottahs 3 chittaks, be the same a little more or less situate lying at and

being premises no.150, Bakul Bagan Road, together with partly two stored and partly three storied brick built residential building standing thereon, within the municipal limits of the Calcutta Municipal Corporation Ward No. 22, within P.S. Bhawanipur, A.D.S, R. Alipur, in the District of South 24 - Parganas, in Dihi 55 Gram, Division-6, Sub-Division -S, of Mouza - Chakraberia, together with all easement, privileges, right, title, interest, possession and profits whatsoever therein.

AND WHEREAS after such purchase the said Mukul Kumar Basu remained in absolute enjoyment, occupation, and possession over and upon his purchased aforesaid total bastu landed property. measuring an area of about 4 Cottahs and 3 Chittaks more or less together with the partly three-storied and partly two-storied residential brick-built building standing upon the land of the said premises called and known as Premises No.150, Bakul Bagan Road, P.S. Bhowanipur, under K.M.C. Ward No.22, A.D.S.R.O. Alipur, Kolkata-700025, in the District of South 24-Parganas.

AND WHEREAS Sri Dharendra Nath Basu, son of Late Bhut Nath Basu (j.e. the Father of the said Mukul Kumar Basu) by a registered Will and/or Testament executed and registered in the office of The Joint Sub-Registrar of Assurances of Alipur, at Behala and which had been recorded in its Book No. III, Volume No.I at Pages 32 to 40, being No. 4 for the year 1947 executed and registered and bequeathed all his properties including the said Premises No.150, Bakul Bagan Road, called and known as Holding No.429C and 429K, wherein the landed

property measuring an area of about 4 Cottahs and 3 Chittaks more or less, under K.M.C. Ward No.22. within P.S. Bhawanipur, Dist. 24- Parganas, together with the partly two-storied building thereon, along with many other properties as mentioned in the Schedule "Kha" of the said Will and/or Testament in favour of his son Mukul Kumar Basu (therein referred to as the Beneficiary) and other landed properties as mentioned and described in the said Will and/or Testament to his wives, another son, and daughters and accordingly by the said will be executed in 1947 Sri Dharendra Nath Basu confirmed the ownership of the said land at premises No.150 Bakul Bagan Road, in favour of his son Sri Mukul Kumar Basu which had been purchased in 1943 in the name of the said Mukul Kumar Basu as the purchaser. therein.

AND WHEREAS after completion and registration of the said Will and/or Testament the said Dharendra Nath Basu died, leaving him surviving the above-named son, Mukul Kumar Basu, his wife. other sons and daughters as his legal heirs and/or successors and the said registered Will and/or Testament.

AND WHEREAS as per terms and conditions and/or provisions of the said Will and/or Testament, after obtaining Probate of the said Will and/or Testament of Sri Dharendra Nath Basu, the said Mukul Kumar Basu (son of Late Dharendra Nath Basu) having been bequeathed the said Premises No 150, Bakul Bagan Road along with various other properties and have been enjoying the same as absolute owner thereof.

AND WHEREAS by way of purchase and also by the bequeath by the said registered Will and/or Testament, the said Mukul Kumar Basu was in uninterrupted and peaceful enjoyment, occupation, and possession over and upon the said entire land containing an area of 4 cottachs 3 chittaks more or less on which the said brick built fully tenanted, building was constructed, situate lying at and the said premises No.150, Bakul Bagan Road, under Kolkata within the Municipal limits of Corporation of Calcutta P.S. Bhowanipur, Kolkata - 700 025, in the District of South 24- Parganas, along with various other landed properties free from all encumbrances charges and lien.

AND WHEREAS during the uninterrupted and peaceful enjoyment, occupation, and possession over and upon those properties, the said Mukul Kumar Basu died intestate on 25.3.91 leaving him. surviving his widow Rama Rani Basu who also died intestate on 07.03.1996 and said only daughter, Smt. Bishnupriya Talukdar as his only legal heir and/or successor and/or legal representative.

AND WHEREAS Smt. Bishnupriya Talukdar was enjoying and possesses the aforesaid property at premises no.150, Bukul Bagan Road, P. S. Bhawanipur, Kolkata-700 025, within Ward No. 72, of the Kolkata Municipal Corporation as the absolute owner thereof.

AND WHEREAS on 27/09/2003 the said Smt. Bishnupriya Talukdar wife of Amit Talukdar sold, transferred, and conveyed to Mrs. Mitra Datta, Wife of Mr. Amal Datta, and Mrs. Manju Datta, Wife of Mr. Asish Datta of All that the land containing area of 4 Cottachs 3 Chittaks more or less together with building

standing thereon lying situate at and being Premises No.150, Bakul Bagan Road, Police Station: Bhowanipur, Kolkata: 700 025 within the limits of the Kolkata Municipal Corporation in its ward no 72 with all easementary right attached thereto. The said deed was registered in the office of the Additional District Sub Registrar at Alipore recorded in Book No 1, Volume No 228 at Pages 119 to 138 , Being No for the year 2003.

AND WHEREAS aforesaid deeds recited herein relate to the land measuring 4 Cottahs 3 Chittaks at the said Premises no. 150, Bakul Bagan Road, but on actual measurement, the area of the said land of the said Premises no.150, Bakul Bagan Road was found to be containing an area of 4 Cottahs 6 Chittaks that is to say 3 Chittaks of land over the land mentioned in the said registered deed. Besides 6 Chittaks land more are annexed with the above land.

AND WHEREAS thus the Owners herein since from their predecessor was in actual physical uninterrupted possession and enjoyment All that the land containing area of 4 Cottahs 6 Chittaks more or less together with building standing thereon lying situate at and being Premises No.150, Bakul Bagan Road, Police Station: Bhowanipur, Kolkata: 700 025 within the limits of the Kolkata Municipal Corporation in its ward no 72 with all easementary right attached thereto morefully and particularly described in the First Schedule hereunder written

AND WHEREAS after purchase the Owners mutated their names in the record of the Kolkata Municipal Corporation lying situate at and being Premises No.150, Bakul Bagan Road now named as RAJ SEKHAR BOSE SARANI, Police Station:

Bhowanipur, Kolkata: 700 025 within the limits of the Kolkata Municipal Corporation in its ward no 72 having Assessee No 110723401495.

AND WHEREAS at present said Mrs. Mitra Datta, Wife of Mr. Amal Datta, and Mrs. Manju Datta, Wife of Mr. Asish Datta are the Owners of All that the land containing area of 4 Cottachs 6 Chittaks more or less together with building standing thereon lying situate at and being Premises No.150, RAJ SEKHAR BOSE SARANI, Police Station: Bhowanipur, Kolkata: 700 025 within the limits of the Kolkata Municipal Corporation in its ward no 72 with all easementary right attached thereto more fully and particularly described in the First Schedule hereunder written.

AND WHEREAS the said Owners have no experience, capacity and technical knowledge to raise such building on the said premises more fully and particularly described in the First Schedule hereunder written and as such looking for DEVELOPER who would agree to construct a building on the said land and invests fund for the said Development project and completion of construction of the said building on the terms and conditions to be negotiated between the said Owners and the DEVELOPER herein.

AND WHEREAS the Developer has come forward and agreed/affirmed to collaborate with owners in the matter of construction of the said building on the said property on the terms and conditions which were agreed and settled between the owners herein and Developer herein now recorded in writing which are set forth and mentioned hereinafter which both parties found acceptable to themselves.

THE SCHEDULE B
REFERS TO THE SAID APARTMENT

ALL THAT flat on the Side, flat no, on the floor of the G + IV Storied Building having a carpet area ofsquare feet, more or less, corresponding to a built-up area of Square feet more or less and super built-up area ofSquare Feet more or less along with garage/closed parking no. measuring square feet, more or less, on the ground floor of the building apartment named “SJ KANAKLATA” more fully reflected and attached in the plan attached herewith marked with green borders.

THE SCHEDULE C
REFERS TO THE PAYMENT PLAN

Description	Percentage of Total Price Payable
On Booking / Agreement	10%
On Completion of Foundation Work	20%
On Completion of 1 st Roof Casting	10%
On Completion of 2 nd Roof Casting	10%
On Completion of 3 rd Roof Casting	10%
On Completion of 4 th Roof Casting	10%
On Completion of 5 th Roof Casting	5%
On Starting of Brickwork in flat	5%
On Starting of electrification in flat	5%
On Starting of Plumbing in flat	5%
On Starting of flooring Work	5%
On Possession / Registration	5%

THE SCHEDULE D
REFERS TO SPECIFICATION FOR BUILDING

Elevation

Skilled and quality craftsmanship is our tradition to make the building a symbol of
calss

Foundation

RCC Foundation

Doors

Entrance doors: polished hot pressed flushed door

Door frame: will be made of sal wood

Internal door: hot pressed flushed door

Windows:

Sliding aluminium windows with glass panes

Grills:

Designed grills shall be provided.

Floor:

The entire floor will be vitrified tiles

Bathroom walls:

Walls of the bathroom shall be of kajaria/ johnson/ equivalent tiles upto 7ft

Taps: All are good quality (Jaquar brand)

Walls:

External 10 inch cement plaster and internal 5inch or 3inch brick wall with plaster of
paris

Kitchen:

Floor: Tiles

Kitchen walls: Finished with ceramic tiles upto 3ft from kitchen counter

Kitchen counter: granite stones/ green marbles (polished finished) and counter top with stainless steel tank.

Toilet:

Hot and cold water system with geyser line and a line for speeder

Light colour ware of reputed brand (ISI)

Chrome plated fittings of a reputed brand

Floor of bathroom is made of anti skid tiles

Bathroom dado: designer ceramic tiles

Electrical:

Concealed copper wiring with good quality

Separate MCB to be provided in every flat

2 light points, 2 plug points, 1 fan point in all bedrooms and plug point for all bedrooms, living room for Air conditioners

3 light points, 2 fan points and 2 plug points in living/ dining area

TV and telephone point in hall and 1 bedroom

15 amp PowerPoint. 1 light aqua guard and chimney point and exhaust fan point in kitchen

1 light point in geyser and exhaust fan in toilet WC one light point

1 light point and 1 plug point in balcony

Switch of anchor/ Pritam/ similar brand.

Stairs:

The stair floor finished with marble and stair railing will be of grill finished with a wooden OR PVC top.

External Finish:

External light point: sufficient light point on stair, passage and outer side of building and boundary wall.

Lift:

Lift will be provided of reputed brand with minimum 6 person capacity.

THE SCHEDULE E
REFERS TO COMMON AREAS FOR BUILDING

- The foundation, columns, beams, supports, corridors, lobbies, stairs, landing, entrances and exits
- Common passage, common meter, pump room
- Water pump, masonry tanks, underground water reservoir water pipes and other common plumbing installations.
- Boundary walls, other walls of the building and main gates, such other common parts, areas, equipment, installation, fixtures fittings covered and open spaces in or about the said building as are necessary for passage to or user and occupancy of the flats in common as are easement of necessity of the said building.
- Drainage and sewerage system
- Ultimate roof of building.

IN WITNESS WHEREOF the **PARTIES** hereto set and subscribed their respective

hands and seal on the day, month and year first above written.

SIGNED, SEALED & DELIVERED

in presence of :

WITNESSES :

1.

SIGNATURE OF THE OWNER

2.

Signature of the *DEVELOPER*

Signature of the *PURCHASER*

