

AGREEMENT FOR SALE

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THIS AGREEMENT FOR SALE made on this _____ Day of _____, 2024 [Two Thousand and Twenty Four] between

MR. BENOY BHUSHAN CHAKRABARTY, having PAN - ACDPC8783F, Aadhaar No. 3107 7637 8568, son of Late Bisweswar Chakrabarty, by faith - Hindu, by Nationality - Indian, by occupation - Retired person, residing at Hatiara, Helabattala, Thakurpara, P.O. Hatiara, P.S. Eco Park (old New Town), Kolkata - 700157, is represented by his constituted attorney namely "**SKJ CONSTRUCTION**", a Proprietorship concern having its office at 198, Helabattala, Hatiara Road, Baguiati, P.O. Hatiara, P.S. Eco Park (old New Town), Kolkata - 700157, represented by its proprietor namely **MR. SUNNY JAISWAL**, having PAN - AKHPJ9156H, Aadhaar No. 6752 1272 0090, son of Mr. Santosh Kumar Jaiswal, by faith - Hindu, by Nationality - Indian, by occupation - Business, residing at Sulakha Abasan, Helabattala, Hatiara Road, P.O. Hatiara, P.S. - Eco Park (old New Town), Kolkata - 700157, by virtue of a Development Power of Attorney, registered on 26.07.2023, registered at the office of A.R.A. - II, Kolkata, recorded in Book No. I, Volume No. 1902-2023, pages from 330001 to 330018, being No. 190210320, for the year 2023, hereinafter referred to as "**Owner**" (which expression unless excluded by or repugnant to the subject or context shall be deemed to mean and include his/her heirs executors administrators legal representatives and/or assigns and/or his nominee or nominees); and both the parties hereinabove jointly referred to as "**OWNER**" / "**VENDOR**" of the **FIRST PART**;

AND

SKJ CONSTRUCTION, a Proprietorship concern having its office at 198, Helabattala, Hatiara Road, Baguiati, P.O. Hatiara, P.S. Eco Park (old New Town), Kolkata - 700157, represented by its proprietor namely **MR. SUNNY JAISWAL**, having PAN - AKHPJ9156H, Aadhaar No. 6752 1272 0090, son of Mr. Santosh Kumar Jaiswal, by faith - Hindu, by Nationality - Indian, by occupation - Business, residing at Sulakha Abasan, Helabattala, Hatiara Road, P.O. Hatiara, P.S. - Eco Park (old New Town), Kolkata - 700157, hereinafter referred to as "**DEVELOPER**" (which expression unless excluded by or repugnant to the subject or context shall be deemed to mean and include its successors or successors-in-office and successors-in-interest and/or assigns) of the **SECOND PART**

AND

- 1) **MR.** _____, having PAN - _____, Aadhaar No. _____, son of _____, by occupation - _____ and _____
- 2) **MR.** _____, having PAN - _____, Aadhaar No. _____, son of _____, by occupation - _____, both by faith - Hindu, by Nationality - Indian, residing at _____, P.O. - _____, P.S. - _____, PIN - _____.

hereinafter jointly/severally called and referred to as the "**PURCHASER'S**" (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include all his/her/their legal heirs, legal representatives, successors, executors, administrators and assigns) of the **THIRD PART**.

SECTION - I # DEFINITIONS :

Unless, in this agreement, there be something contrary or repugnant to the subject or context:

- (i) "**Vendor**" shall mean **MR. BENOY BHUSHAN CHAKRABARTY**
- (ii) "**Developer**" shall mean **SKJ CONSTRUCTION**.
- (iii) "**Purchaser**" shall mean one or more Purchaser named above and include:-
- in case of an individual, his/her heirs executors administrators legal representatives and/or assigns;
 - in case of a HUF, its members for the time being their respective heirs executors administrators legal representatives and/or assigns;
 - in case of a partnership firm or LLP, its partners for the time being their respective heirs executors administrators legal representatives and/or assigns and in case of LLP shall also include its successors or successors-in-office and/or assigns;
 - in case of a Company, its successors or successors-in-office and/or assigns;
 - in cases not falling within any of the above categories, the constituent of the purchaser as its nature and character permits and their heirs legal representatives or successors as the case may be and/or assigns.
- (iv) "**Appurtenances**" shall mean the appurtenances to the Designated Unit mentioned in **SECOND SCHEDULE** hereunder written being the said share in the land and if so specifically mentioned in the **SECOND SCHEDULE** hereunder written, shall include the right of parking car or scooter at the said Parking Spaces if provided.
- (v) "**Association**" shall mean any Association of Persons, Syndicate, Committee, Society, Company or other body that may be formed of the Co-Owner for the Common Purposes;
- (vi) "**Building**" shall mean and include the new Buildings to be constructed thereat with the Common Areas and Installations at the land of the **SAID PROPERTY** as per sanctioned plan.

SKJ CONSTRUCTION

Proprietor

Sunny Jaiswal

SKJ CONSTRUCTION

Sunny Jaiswal

Proprietor

- (vii) **"Building Plan"** shall mean the said **Sanctioned Building Plan Vide No. _____**, Dated _____ by the Bidhannagar Municipal Corporation for erection/construction of the Building Block/s over the said premises, which is morefully and particularly described in the **FIRST SCHEDULE** written hereunder and include all sanction-able modifications and revalidations thereof and/or alterations thereto as may be made by the Vendor/Developer with the approval of the Architects and/or the concerned authorities;
- (viii) **"Common Areas and Installations"** shall according to the context mean and include the common areas installations and facilities comprised in and for the Designated Block and the said premises as mentioned and specified in **THIRD SCHEDULE** hereunder written and expressed or intended by the Vendor for common use and enjoyment of the Purchaser in common with the Vendor/Developer and other persons permitted by the Vendor and save and except the same, no other part or portion of the Designated Block or the said premises shall be claimed to be part of the Common Areas and Installations by the Purchaser either independently or jointly with any other Co-owner/s;
- (ix) **"Common Expenses"** shall mean and include all expenses to be incurred payable and contributable proportionately by all the Co-Owner for the Common Purposes, maintenance, management upkeep and administration of the said building block and premises as a whole including those mentioned in the **FOURTH SCHEDULE** hereunder written;
- (x) **"Common Purposes"** shall mean and include the purposes of managing maintaining and up-keeping the said premises and the New Buildings / construction and in particular the Common Areas and Installations, rendition of common services in common to the Co-Owner, collection and disbursement of the Common Expenses and dealing with the matters of common interest of the Co-Owner and relating to their mutual rights and obligations for the beneficial use and enjoyment of their respective Units exclusively and the Common Areas and Installations in common;
- (xi) **"Co-Owner"** shall mean all the buyers who from time to time have purchased or agreed to purchase any Unit and taken possession of such Unit including the Vendor/Developer for those Units not alienated or agreed to be alienated by the Vendor/Developer;
- (xii) **"Designated Block"** shall mean any particular Building Blocks at the said premises being Block "A" or Block "B" and shall include any further floors or addition or alteration that may be made thereto in which the units/flats intended to be purchased by the said purchaser.
- (xiii) **"Designated Unit"** shall mean the Unit (Flat/Room/other space) described in the **SECOND SCHEDULE** hereunder written;
- (xiv) **"Maintenance in-charge"** shall upon formation of the Association and its taking charge of the acts relating to the Common Purposes mean the Association and till such time the Association is formed and takes charge of the acts relating to the Common Purposes mean the Vendor or the Co-Owner as the case may be in terms of the clause 8 and its sub-clauses;
- (xv) **"Parking Spaces"** shall mean the spaces in the Building expressed or intended by the Vendor/Developer to be used for parking of motor cars, two-wheelers etc.,
- (xvi) **"said premises"** shall mean ALL THAT piece and Parcel of definite demarcated Bastu area of land measuring more or less 21 Decimal more or less equivalent to 12 (Twelve) Cottahs 11 (Eleven) Chittacks 13 (Thirteen) Sq.Ft. more or less which is property described in the **FIRST SCHEDULE** hereunder written;
- (xvii) **"said share in the land"** shall mean the proportionate undivided indivisible share in the land underneath the plinth of the Designated Block;
- (xviii) **"Units"** shall mean the independent and self-contained residential flats, offices, shops, parking spaces and other spaces in the said premises capable of or demarcated by the Vendor/Developer as being capable of being exclusively held used or occupied by a person/purchaser;
- (xix) words importing masculine gender shall according to the context mean and construe feminine gender and/or neuter gender as the case may be; Similarly words importing feminine gender shall mean and construe masculine gender and/or neuter gender; Likewise words importing neuter gender shall mean and construe masculine gender and/or feminine gender;
- (xx) Words importing **singular number** shall according to the context mean and construe the **plural number** and vice versa. Similarly words importing **SINGULAR NUMBER** shall include the **PLURAL NUMBER** and vice versa;

SECTION - II # RECITALS:

WHEREAS:

- A. by virtue of a Deed of Sale, written in Bengali Language, executed on 13.02.1951 one Kanak Chandra Ghosh and Others, therein called the Vendors of the One Part sold, transferred and conveyed their 3/4th share out of the plot of land as follows :-

Mouza	C.S. Khatian No.	C.S. Dag No.	Land Area
Hatiara	54	4002	04 Decimal
Hatiara	166/7	4006	05 Decimal
Hatiara	252	4006	07 Decimal
Hatiara	1301	4003	09 Decimal

Hatiara	471	4005	11 Decimal
Hatiara	471	4004	16.50 Decimal

lying and situated at J.L. No. 14, Re.Sa. No. 188, Touzi Nos. 160, 160-162 & 3, under P.S. formerly Rajarhat, thereafter New Town at present Eco Park, in the District of North 24-Parganas, to Biseswar Chakraborty, therein called the Purchaser of the Other Part and the said deed was registered in the office of S.R. Cossipore Dum Dum, recorded in Book No. I, Volume No. 12, pages 224 to 227, being No. 921, for the year of 1951.

- B. by virtue of a Deed of Sale, written in Bengali Language, executed on 13.03.1954 one Jagabandhu Ghosh, therein called the Vendor of the One Part sold, transferred and conveyed his 1/4th share out of the plot of land as follows :-

Mouza	C.S. Khatian No.	C.S. Dag No.	Land Area
Hatiara	54	4002	04 Decimal
Hatiara	166/7	4006	05 Decimal
Hatiara	252	4006	07 Decimal
Hatiara	1301	4003	09 Decimal
Hatiara	471	4005	11 Decimal
Hatiara	471	4004	16.50 Decimal

lying and situated at J.L. No. 14, Re.Sa. No. 188, Touzi Nos. 160, 160-162 & 3, under P.S. formerly Rajarhat, thereafter New Town at present Eco Park, in the District of North 24-Parganas, to Biseswar Chakraborty, therein called the Purchaser of the Other Part and the said deed was registered in the office of S.R. Cossipore Dum Dum, recorded in Book No. I, Volume No. 24, pages from 119 to 125, being No. 1430, for the year of 1954.

- C. that after purchased as aforesaid the said Biseswar Chakraborty died intestate on 26.01.1969 leaving behind his wife namely Parul Bala Debi, only son namely BENOY BHUSHAN CHAKRABARTY and seven daughters namely Nirmala Bhattacharjee, Renuka Roy, Hashi Bhattacharjee, Apu Rani Chatterjee, Dipali Chakraborty, Shefali Chakraborty and Gouri Chakraborty, as his legal heirs and successors of his aforesaid property, as per Hindu Succession Act. 1956.
- D. by virtue of a Deed of Sale, written in Bengali Language, executed on 25.11.1970 one Parul Bala Debi, Nirmala Bhattacharjee, Renuka Roy, Hashi Bhattacharjee, Apu Rani Chatterjee, Dipali Chakraborty, Shefali Chakraborty and Gouri Chakraborty, therein called the Vendors of the One Part sold, transferred and conveyed their 8/9th share out of their aforesaid inherited properties, to BENOY BHUSHAN CHAKRABARTY, therein called the Purchaser of the Other Part and the said deed was registered in the office of S.R. Cossipore Dum Dum, recorded in Book No. I, Volume No. 106, pages from 148 to 154 being No. 7178, for the year of 1970.
- E. that after inherited and purchased as aforesaid the said BENOY BHUSHAN CHAKRABARTY duly mutated his name in the recorded of the B.L. & L.R.O., as follows :-

Mouza	L.R. Khatian No.	L.R. Dag No.	Land Area
Hatiara	6543	4003	9 Decimal
Hatiara	6543	4005	11 Decimal
Hatiara	6543	4006	9 Decimal
Hatiara	6543	4004/4618	5 Decimal
Hatiara	6543	4002/4627	4 Decimal
Hatiara	6543	4007/4628	4 Decimal
Hatiara	6543	4006/4629	2 Decimal
Hatiara	6543	4006/4630	1 Decimal
Hatiara	6543	4004/4634	7 Decimal

Total area = 52 Decimal (M/L).

- F. the said BENOY BHUSHAN CHAKRABARTY got his name in the record of the local municipality, being Holding No. 290, Block - HJ, within the locality of Hatiara Sardar Para, P.O. Hatiara, Kolkata - 700157 and process the same free from all encumbrances.

- G. by way of aforesaid the present Owner/Vendor herein seized and possessed of and/or otherwise well sufficiently entitled to ALL THAT piece and parcel of the plot of land as follows :-

Mouza	L.R. Khatian No.	L.R. Dag No.	Land Area
Hatiara	6543	4003	9 Decimal

Hatiara	6543	4005	11 Decimal
Hatiara	6543	4006	9 Decimal
Hatiara	6543	4004/4618	5 Decimal
Hatiara	6543	4002/4627	4 Decimal
Hatiara	6543	4007/4628	4 Decimal
Hatiara	6543	4006/4629	2 Decimal
Hatiara	6543	4006/4630	1 Decimal
Hatiara	6543	4004/4634	7 Decimal

Total area = 52 Decimal (M/L).

- lying and situated at J.L. No. 14, Re.Sa. No. 188, Touzi Nos. 160, 160-162 & 3, under P.S. formerly Rajarhat, thereafter New Town at present Eco Park, in the District of North 24-Parganas, within the limits of Rajarhat Gopalpur Municipality (presently known as Bidhannagar Municipal Corporation), Ward No. 14 (old 20), being Holding No. 290, Block – HJ, within the locality of Hatiara Sardar Para, P.O. Hatiara, Kolkata – 700157, and the Owner herein has also acquired the absolute right, title, interest over the above mentioned property as absolute Owner thereof and he have been/is still now possessing and enjoying the said property peacefully, freely, absolutely and forever, without any claim or demand from any person or persons whatsoever and the said property is free from all encumbrances whatsoever, thereafter the Owner herein divided his entire plot in four deferent plots as Plot No. "A", "B", "C" & "D".
- H. the Owner/Vendor herein executed a Deed of Declaration, dated 23.05.2023, registered at the office at A.R.A. – II, Kolkata, recoded in Book No. I, Volume No. 1902-2023, pager from 213410 to 213423, being No. 190206761, for the year 2023 in respect of ALL THAT piece and parcel of the plot of land as follows :-

Mouza	L.R. Khatian No.	L.R. Dag No.	Land Area
Hatiara	6543	4003	9 Decimal (M/L) equivalent to 5 Cottahs 7 Chittacks 5 Sq.Ft. (M/L)
Hatiara	6543	4006	9 Decimal (M/L) equivalent to 5 Cottahs 7 Chittacks 5 Sq.Ft. (M/L)
Hatiara	6543	4006/4629	2 Decimal (M/L) equivalent to 1 Cottah 3 Chittacks 17 Sq.Ft. (M/L)
Hatiara	6543	4006/4630	1 Decimal (M/L) equivalent to 0 Cottah 9 Chittacks 31 Sq.Ft. (M/L)

Total area = 21 Decimal (M/L)
equivalent to 12 (Twelve) Cottahs 11 (Eleven) Chittacks 13 (Thirteen) Sq.Ft. (M/L).

- lying and situated at J.L. No. 14, Re.Sa. No. 188, Touzi Nos. 160, 160-162 & 3, under P.S. formerly Rajarhat, thereafter New Town at present Eco Park, in the District of North 24-Parganas, delineated as Plot No "A", within the limits of Rajarhat Gopalpur Municipality (presently known as Bidhannagar Municipal Corporation), Ward No. 14 (old 20), being Holding No. 290, Block – HJ, within the locality of Hatiara Sardar Para, P.O. Hatiara, Kolkata – 700157.
- I. the aforesaid Owner/Vendor herein with a view to developing the said land by way of raising certain construction chalked out the project inviting attention to the Developer to Develop the said plot of land by raising a multi storied building thereon and as such the Developer herein entered into an Development Agreement, registered on 26.07.2023, registered at the office of A.R.A. – II, Kolkata, recorded in Book No. I, Volume No. 1902-2023, pages from 330552 to 330589, being No. 190210306, for the year 2023, with certain terms, conditions and stipulations therein mentioned therein and the Owner/Vendor herein for the purpose of completion of the said multi storied building intend to execute a Development Power of Attorney registered on 26.07.2023, registered at the office of A.R.A. – II, Kolkata, recorded in Book No. I, Volume No. 1902-2023, pages from 330001 to 330018, being No. 190210320, for the year 2023, in favour of the Developer herein to conduct and perform all the necessary works at Municipal office, all Govt. or Semi – Govt. Offices etc. and to the effect the said Developer also has a right to enter into an agreement with the intending Purchasers/s and to receive advanced money/ full consideration money only for Developer's allocation as fully mentioned in the said Development Agreement.

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SKJ CONSTRUCTION
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- J. After execution of the Joint Venture Agreement Dated 26.07.2023 Developer commenced further development & construction of the project solely on its own costs and expenses by following all the terms of the aforesaid Joint Venture Agreement in true spirit and subsequently completed the project and got Clearance Certificate from relevant authorities;
- K. The purchaser being desirous of owning an undivided proportionate variable indivisible impartible share in the land attributable to Unit/Flat Type/No. "_____" to be constructed in Block No. "_____" on the _____ Floor and containing a Carpet Area of about _____ Sq.Ft. corresponding to super Built-up area of about _____ Sq. Ft. a little more or less in the said property more fully described in the first schedule hereunder written and accordingly approached the Owner/Developer to sell to the purchaser the said undivided proportionate share in the land attributable to the said Unit/Flat against the total Agreed consideration as detailed herein below.
- L. Accordingly Owner and Developer has agreed to sell to the purchaser and the purchaser has agreed to purchase the said Flat No: "_____" measuring a Carpet Area of about _____ Sq.Ft. corresponding to super Built-up area of about _____ Sq. Ft. a little more or less on the _____ Floor in Block "_____" TOGETHERWITH all other usual facilities and amenities attached thereto at the land, morefully described in the First Schedule hereunder written and appurtenances at and for the agreed consideration of Rs. _____ only. That the parties herein agreed that the total consideration preface shall be calculated in respect of the total super built up area and / or saleable area of the said unit/s as mentioned on the Second Schedule being measured after completion of the same multiplied by @ Rs. _____/- (Rupees _____) only per square feet.
- M. The purchaser/s has/have satisfied himself/themselves/itself with regard to the title of the Owner to the said property and have also acquainted himself/themselves/itself with the said sanctioned building plan, the specifications for constructions of the building, the particulars about the common areas and facilities available in the said building and the particulars of the liabilities and obligations attached thereto and have confirmed to have accepted the same and has agreed not to make any requisition-on-title or to raise any objections with regards the Owner's/Vendor's and Developer's right title and interests in the said property or with regards to any other matter contained herein and in the schedules referred hereto .

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED AND DECLARED BY AND BETWEEN THE PARTIES HERETO as follows:

1 DESIGNATED UNIT AND APPURTENANCES:

- 1.1 The Owner/Vendor as well as Developer has agreed to sell and transfer to the Purchaser and the Purchaser has agreed to purchase from the Vendor as well as Developer **All That** the Designated Unit Together with the Appurtenances at the consideration and on the terms and conditions hereinafter contained.
- 1.2 The Designated Unit and its Appurtenances shall be one lot and shall not be dismembered or dissociated in any manner. The Purchaser shall not be entitled to claim any partition of the said share in the land.
- 1.3 The Ownership and enjoyment of the Designated Unit and the Appurtenances by the Purchaser shall be subject to payment of the Taxes and Outgoings and observance, fulfillment and performance of the Rules and Regulations as more fully contained in the **FIFTH SCHEDULE** hereunder written.
- 1.4 The sale of the Designated Unit shall be in a state free from encumbrance created or made by the Vendor as well as Developer.

2 PAYMENTS BY THE PURCHASER:

- 2.1 **Consideration:** The price for sale of the Designated Unit and its Appurtenances shall be the sum mentioned in the **SEVENTH SCHEDULE** hereunder written calculated in the manner mentioned therein and payable separately to the Developer.
- 2.2 **Extras :** The Purchaser shall, in addition to the consideration mentioned herein, pay to the Vendor the non-refundable amounts on several accounts envisaged and mentioned in **PART-I** of the **SIXTH SCHEDULE** hereunder written
- 2.3 The Consideration shall be paid by the Purchaser separately to the Developer as per its share as mentioned hereinabove in installments as mentioned in the **Part – I & 2 of SEVENTH SCHEDULE** hereto. Unless otherwise expressly mentioned elsewhere herein, the payment of any installment mentioned in the Payment Plan shall be made by the Purchaser within 7 days of receiving notice from the Vendor/Developer demanding the same and the payment of all other Extras and Deposits as per **Part – I & 2 of SIXTH SCHEDULE** shall be paid by the Purchaser to the Vendor simultaneously with the date of payment of the installment of consideration as per demand being raised by the Vendor and as per the within stated Seventh Schedule or 7 days of receiving the Notice for Possession, whichever be earlier, and before taking possession of the Designated Unit. In case as on the date of the Vendor/Developer issuing the Notice for Possession, the liability on any head cannot be reasonably quantified then the Vendor shall be entitled to ask for payments on such head provisionally subject to subsequent accounting and settlement. Nothing contained above shall affect or derogate the right of the Vendor and/or Developer to claim any Extra or Deposit at any time after the delivery of possession in case the liability for the same arises or is crystallized thereafter or in case the Vendor/ Developer deliver possession of the Designated

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Proprietor
Suresh Kumar

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Unit without receiving the same and the Purchaser shall be liable to pay all such amounts within 7 days of receiving a notice from the Vendor/ Developer in this behalf

2.4 Time for payment of all or any amounts by the Purchaser hereunder shall be as of essence to the contract.

2.5 In case the Purchaser commits any delay or default in payment of any installment as mentioned in the Payment Plan as per the **Part – I & 2 of SEVENTH SCHEDULE** or in payment of any amount of Extras or Deposits as per **Part – I & 2 of SIXTH SCHEDULE**, the Purchaser shall pay interest @1.50% per month or part thereof on the amount in question. The Developer shall have the right to adjust from any further payments made by the Purchaser firstly the accrued interest payable by the Purchaser and thereafter towards any taxes as applicable and at last with the installments of consideration.

3 COMMON AREAS AND INSTALLATIONS:

3.1 The Designated Block shall contain certain Common Areas and Installations as specified in **PART-I** of the **THIRD SCHEDULE** hereunder written (subject to such variations as the Developer may from time to time make therein) and which the Purchaser shall have the right to use in common with the Vendor and other Co-Owner of the Designated Block and other persons permitted by the Vendor. Any use of the Common Areas and Installations shall, however, be subject to the payment of the Taxes and Outgoings mentioned in **PART-I** of the **FIFTH SCHEDULE** and in accordance with the Rules and Regulations framed by the Vendor and/or Developer from time to time (including the Rules and Regulations as mentioned in **PART-II** of the **FIFTH SCHEDULE**).

3.2 Save those expressed or intended by the Vendor and/or Developer to form part of the Common Areas and Installations, no other part or portion of the Designated Blocks or the Building or other buildings shall be claimed to be part of the Common Areas and Installations by the Purchaser either independently or in common with any other Co-owner.

4 CONSTRUCTION AND DELIVERY:

4.1 The sale of the Designated Unit shall be as a flat constructed and completed by the Vendor as well as Developer in the manner and to the extent mentioned in this agreement and the relationship between the Vendor, Developer and the Purchaser shall be strictly as seller and buyer of the Designated Unit. Until firstly the delivery of possession of the Designated Unit to the Purchaser and thereafter execution of a conveyance deed by the Developer in favour of Purchaser/s, all right title and interest in the Designated Unit shall remain vested in the Vendor and Developer.

4.2 The construction of the Designated Unit is carried out in accordance with the Specifications mentioned in **PART-II** of the **THIRD SCHEDULE** hereto and has been completed and clearance certificate obtained from concerned authorities hereto.

4.3 **Notice for Possession:** Upon fulfillment of all the obligations by purchaser as detailed in this agreement, the Developer shall issue a Notice for Possession to the Purchaser requesting the Purchaser to take possession of the Designated Unit and within 15 days of the Developer issuing the Notice for Possession, the Purchaser shall take possession of the Designated Unit upon making payment of any dues on account of the consideration and/or the Extras and Deposits and/or applicable Taxes, levies etc.

4.4 It will not be necessary for the Vendor and/or Developer to construct or complete to install and make operative all the Common Areas and Installations before issuing such notice. Any unfinished work pertaining to the Designated Blocks and/or the Common Areas and Installations relevant to the Designated Block and/or the Designated Unit shall be completed by the Developer within a reasonable time of the delivery of possession of the Designated Unit to the Purchaser.

4.5 In case the Purchaser fails to take possession of the Designated Unit within 30 days of the Developer issuing the Notice for Possession, the Purchaser shall be liable to pay a pre-determined compensation to the Developer by way of holding charges calculated @Rs.7/- (Rupees Seven) only per Square foot per month of the super built-up area in respect of the said Unit. This shall be without prejudice to the other rights remedies and claims of the Vendor and/or Developer and the other obligations and liabilities of the Purchaser hereunder.

4.6 The sale of the Designated Unit shall be together with the fittings and fixtures affixed thereto by the Developer as per the agreed Specifications.

4.7 The Vendor/Developer has complied fully with the building plans (with such sanction able modifications or alterations therein as deemed fit and proper or necessary by the Vendor/Developer or advised by the Architect or directed by the Municipal or any other authority) and all laws and rules applicable to the construction and completion of the Designated Unit and the Designated Block. The Purchaser agrees not to object for such alterations or modifications even if it is done after booking by purchaser.

4.8 That after construction of the Building has been completed by the Developer. The said Block forms a phase. The Purchaser shall not make any claim or dispute against the Vendor/Developer in case the Vendor/Developer postpones delays or abandons the construction of any other phase, if any or building block or part thereof at the said premises.

4.9 The Purchaser shall not in any manner cause any objection obstruction interference impediment hindrance or interruption at any time hereafter in the construction, addition, alteration and completion of construction of or in or to the Designated Block or any part thereof by the Vendor/Developer (including and notwithstanding any temporary obstruction or disturbance in his/her/their using and enjoying the Designated Unit and/or the Common Areas and Installations).

SKJ CONSTRUCTION
Sumit Singh
Proprietor

5 **COMPLETION OF SALE:**

5.1 The sale of the Designated Unit and its Appurtenances shall be completed by executing a Deed of Conveyance by the Vendor as well as Developer in respect thereof simultaneously with the Purchaser taking possession of the Designated Unit. In case of the Purchaser committing any delay or default in getting the Deed of Conveyance executed and registered, the Purchaser shall be liable for all liabilities and consequences arising thereby.

5.2 The deed of conveyance and other documents of transfer to be executed in pursuance hereof shall be in such form and shall contain such covenants exceptions and restrictions etc., as be drawn by the Advocates appointed by the Developer and shall be signed by the Developer.

6 **NOMINATION/TRANSFER BY THE PURCHASER:**

6.1 The Purchaser may, on the prior consent in writing of the Developer and against payment of a sum calculated @2% (Two percent) of the Consideration for the Designated Unit and the Appurtenances in advance to the Developer, get the name of his/her/their nominee substituted in his/her/their place and stand in the records of the Developer as the Purchaser of the Designated Unit. Any such nomination or transfer shall be at the sole risk and costs of the Purchaser and shall be subject to the terms conditions agreements and covenants contained hereunder which shall henceforth be observed fulfilled and performed by the nominee. All stamp duty and registration charges, legal fees and charges and other outgoings as may be occasioned due to aforesaid nomination or transfer shall be payable by the Purchaser or its nominee.

6.2 The Purchaser shall not be entitled to let out, sell, transfer or part with possession of the Designated Unit until all the charges outgoings dues payable by the Purchaser to the Developer in respect of the Designated Unit are fully paid up and a No Dues certificate is obtained by the Purchaser from them.

7 **AREA CALCULATION AND VARIATIONS:**

7.1 The built-up area of the Designated Unit includes the plinth/covered area of such Unit including the balconies attached thereto and the thickness of the external and internal walls columns and pillars save that only one-half of those external walls columns and pillars which are common between the Designated Unit and any other Unit shall be included. The super built-up area of the Designated Unit shall be as mentioned in **PART-I** of the **SECOND SCHEDULE** hereunder written.

7.2 The Purchaser has verified and satisfied himself/herself/themselves fully from the Building Plans about the built-up area of the Designated Unit and also the super built-up area thereof mentioned herein and has accepted the same fully and in all manner including for the purposes of payment of the consideration directly to Owner and Developer in their respective proportion as mentioned in the Seventh Schedule hereunder. The Purchaser has agreed to pay the consideration amount payable by the Purchaser hereunder upon having fully satisfied himself/herself/themselves about the built-up area to comprise in the Designated Unit mentioned in **PART-I** of the **SECOND SCHEDULE** hereunder written. Unless the built-up area is upon completion of construction found to be less than the area mentioned in this agreement, there shall be no reduction in the Consideration or other amounts (wherever calculated on the basis of area) payable by the Purchaser to the Developer in terms hereof. However, in case after construction, the built-up area of the Designated Unit increases, then the price and other amounts (wherever calculated on the basis of area) payable by the Purchaser to the Developer in terms hereof shall be increased on pro-rata basis. In case of any dispute or misunderstanding between the parties, the Certificate of the Architect appointed by the Vendor/Developer as regards the areas of the Designated Unit and/or of the areas of the Common Areas and Installations shall be final and binding on the parties.

7.3 The Vendor/Developer shall, in its sole discretion, be entitled not to entertain any request for modification in the internal layout of the Designated Unit.

8 **MAINTENANCE IN-CHARGE AND ASSOCIATION:**

8.1 Until the period mentioned in clause 8.4 hereinafter, the Common Areas and Installations shall be in the exclusive control, management and administration of the Developer who shall be the Maintenance In-charge. The Developer may itself or by appointing any person or facilities management agency, look after and administer the acts relating to the Common Purposes. The Purchaser shall, if so required by the Developer, enter upon separate maintenance related agreement with the Developer or the Maintenance Agency appointed by it.

8.2 Within one year from the delivery of possession of 80% of the Units in the Building or earlier if so decided by the Developer, the Association Owner will take over the control, management and administration of the Common Purposes. The Purchaser hereby agrees and undertakes that it shall be bound to become a member of such Association and co-operate with the Vendor/ Developer fully and in all manner and sign all necessary documents, applications, papers, powers etc., with regard to formation of the Association.

8.3 In case due to any reason, the Developer sends notice in writing to the Purchaser and the other Co-Owner for the time being, to take over charge of the acts relating to Common Purposes within the period specified therein, then and only in such event, the Purchaser along with the other Co-Owner shall immediately upon receiving such notice, themselves form the Association for the Common Purposes and the Developer will not be responsible and liable there for.

8.4 Upon formation of the Association, the Vendor/ Developer shall handover/transfer to the Association all rights responsibilities and obligations with regard to the Common Purposes (save

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those expressly reserved by the Vendor/ Developer hereunder or intended to be or so desired by the Vendor/ Developer hereafter) whereupon only the Association shall be entitled thereto and obliged there for **Provided that** in case on the date of expiry of three months from the date of sending the notice by the Vendor/ Developer the Association is not formed by the Co-Owner in terms of Clause 8.3 hereinabove, then all such rights responsibilities and obligations with regard to the Common Purposes shall be deemed as on such date to have been handed over/transferred by the Vendor/ Developer to all the Co-Owner for the time being of the Building Complex and thereupon only the Co-Owner shall be entitled thereto and obliged there for fully and in all manner.

8.5 In the Association to be formed as aforesaid each Co-owner shall have voting rights therein which shall be equivalent to one Vote per Unit. **it being clarified** that in case there be more than one Purchaser of one Unit then only one of such Purchaser who is nominated amongst them shall be entitled to have and exercise such voting right.

8.6 The Vendor shall also transfer to the Association or the Co-Owner, as the case may be, the Deposits made by the Purchaser to the Vendor in terms hereof, after adjustment of its dues, if any and shall henceforth be held by the Association/Co-Owner in the relevant accounts.

8.7 The rules, regulations and/or bye laws of the said Association and those that the Association and/or the Co-Owner may frame or apply in respect of the Building and/or Complex and any part thereof, shall not be inconsistent with or contrary or repugnant to the rights and entitlements of the Vendor/ Developer, hereunder reserved and/or belonging to the Vendor/ Developer and also those that the Vendor/ Developer may hereafter reserve.

9 **PARKING RIGHT :**

The Purchaser shall not have right to park any vehicle within the whole premises/complex (open or covered space) if the right for parking not granted by the Vendor as well as Developer in this agreement. The right shall be granted by the Vendor as well as Developer alone on payment of extra consideration or it may be granted free of cost with flat if they think fit, and if detailed in schedule below.

10 **VENDOR/DEVELOPER EXCLUSIVE AREAS AND ENTITLEMENTS :**

10.1 Notwithstanding anything to the contrary elsewhere herein contained, it is expressly agreed and understood by and between the parties hereto as follows:-

10.1.1 The Vendor shall also be entitled to all existing and future vertical and horizontal exploitation of the Building Blocks at the said premises and to sell transfer or otherwise dispose of the same on such terms and conditions as they may in its absolute discretion think fit and proper.

10.1.2 The Vendor shall have the full and free right to make additions, alterations, constructions and/or re-constructions in any open and covered space at the premises not expressed or intended to form part of the Common Areas and Installations and to deal with, use, transfer, convey, let out and/or grant the same (with or without any construction, addition or alteration) to any person for parking or any other purposes at such consideration and in such manner and on such terms and conditions as the Vendor shall, in its absolute discretion, think fit and proper.

10.1.3 The open to sky space on the ultimate Roof of the New Building shall be the property of the Vendor forever and it shall be used as Common Roof (without any right) by the Purchaser and other Co-Owner with the consent of the Vendor. It is expressly provided by the Vendor and acknowledged, agreed and accepted by the Purchaser as follows:-

(i) The Vendor/ Developer shall be entitled to construct additional storey or stories on the roof of the Designated Block or any part thereof and to deal with, use, let out, convey and/or otherwise transfer the same to any person for such consideration and in such manner and on such terms and conditions as the Vendor/ Developer, in its sole discretion, may think fit and proper. In the event of any such construction, the Vendor/ Developer shall shift the Over-head Water Tank and other common installations to the roof of such construction being the ultimate roof for the time being.

(ii) In case of the Vendor/ Developer constructing additional one or more additional floor, then the open to sky space on the ultimate roof of the top floor shall be the Common Roof as aforesaid but it should be property of the Vendor/ Developer forever;

(iii) Any right of user by any Co-owner in respect of Common Roof shall be subject nevertheless to the right title and interest of the Vendor/ Developer reserved and excluded under clause 10 and its sub-clauses below and also the right of the Maintenance In-charge and the other Co-Owner to enter upon the same to repair, maintain, clean, paint and/or replace any common area or installation lying or installed thereat or otherwise, insofar as such work cannot be carried out without such entry and in all cases, except emergency, such right shall be exercised upon giving 24 hours prior notice to the Vendor and Co-owner/s affected thereby;

10.1.4 In case of any construction or additional construction, there may be a consequential decrease in the said share in the land, but the Purchaser either individually or together with other co-Owner shall not be entitled to claim refund or reduction of any consideration or other amounts payable by the Purchaser hereunder nor to claim any amount or refund of consideration from the Vendor/ Developer on account thereof.

- 10.1.5 The Developer shall also be entitled to put or allow anyone to put neon-sign, hoardings, antennas, towers, communication towers, sign boards or any other installation on the Roof of the Designated Block or any part thereof at such consideration, rent, hiring charges etc., and on such terms and conditions as the Developer in its sole discretion, may think fit and proper and to appropriate the same to its own benefit exclusively and all such rights shall be excepted and reserved unto the Developer.
- 10.1.6 For or relating to any such constructions, additions or alterations, the Vendor/ Developer shall, with the approval of the Architect, have the right to do all acts deeds and things and make all alterations and connections and to connect all existing utilities and facilities available at the said premises viz. lift, generator, water, electricity, sewerage, drainage etc., thereto as be deemed to be expedient to make such area and constructions tenable.
- 10.1.7 The Vendor/ Developer shall be at liberty to cause to be changed the nature of use or occupancy group in respect of any Unit or Units (other than the Designated Unit), Parking Space or other areas/spaces to any user or occupancy group as the Vendor/ Developer may deem fit and proper and to own use enjoy sell and/or transfer the same as such.
- 10.1.8 The Purchaser doth hereby consent and confirm that the Vendor/ Developer shall be at liberty to have the Building Plan modified and/or altered for construction reconstruction addition and/or alteration of the Building/s in the complex or any part thereto and/or for change of user of any Unit other than the Designated Unit Provided That in case by such modification, alteration and/or sanction the location or built-up area of the Designated Unit is likely to be affected then the Vendor/ Developer shall take a consent in writing from the Purchaser for such modification, alteration and/or sanction.
- 10.2 The Purchaser doth hereby agree, acknowledge and consent to the rights title and interest excepted and reserved upon the Vendor/ Developer under clause 10.1 and its sub-clauses hereinabove and to all the provisions and stipulations contained therein and also otherwise hereunder and undertakes and covenants not to raise any dispute objection hindrance obstruction or claim with regard to the same or the doing or carrying out of any such act deed or thing in connection therewith by the Vendor/ Developer and/or persons deriving title or authority from the Vendor/ Developer.
- 11 **PURCHASER'S FURTHER ACKNOWLEDGEMENTS, COVENANTS AND ASSURANCES:**
- 11.1 Before the date of execution hereof, the Purchaser has independently examined and got himself/herself/themselves fully satisfied about the title of the Vendor/ Developer to the said premises and the Designated Unit and accepted the same and agrees and covenants not to raise any objection with regard thereto or make any requisition in connection therewith. The Purchaser has also inspected the Building Plan in respect of the Buildings and the location and area of the Designated Unit and agrees and covenants not to raise any objection with regard thereto. The Purchaser has also examined the workmanship and quality of construction of the Designated Unit and the fittings and fixtures provided therein and also of the Designated Block and the Common Areas and Installations and the fittings and fixtures and facilities provided therein and got himself fully satisfied with regard thereto. The Purchaser has further satisfied itself with regard to the connection of water, electricity, sewerage, drainage, etc. in or for the Designated Unit and the Common Areas and Installations.
- 11.2 It is expressly agreed that with immediately upon the Vendor/ Developer notifying the Purchaser to take possession of the Designated Unit in terms of clause 4.3 above, the Purchaser shall inspect and satisfy himself about the workmanship and completion of the unit/flat in every respect before taking possession. With effect from the expiry of the notice period contemplated in the said clause 4.3 above, it shall be deemed that the Vendor/Developer has complied with all its obligations hereunder to the full satisfaction of the Purchaser and the Purchaser shall not be entitled to raise any dispute against or claim any amount from the Vendor as well as Developer on account of defect in the construction of Unit or the Building or whole Complex in the workmanship or materials used therein or on any other account whatsoever.
- 11.3 The Purchaser shall have no connection whatsoever with the Co-Owner of the other Units and there shall be no privities of contract or any agreement arrangement or obligation or interest as amongst the Purchaser and the other Co-Owner (either express or implied) and the Purchaser shall be responsible to the Vendor as well as Developers for fulfillment of the Purchaser's obligations and the Vendor rights shall in no way be affected or prejudiced thereby.
- 11.4 The Purchaser individually or along with the other Co-Owner will not require the Vendor/Developer to contribute towards proportionate share of the Common Expenses in respect of the Units which are not alienated or agreed to be alienated by the Vendor/Developer for a period of Three years from the date execution of Deed of conveyance in favour of purchaser.
- 12 **DEFAULTS :**
- 12.1 In case the Purchaser commits default in making payment of the consideration, extras and/or deposits or any installment/part thereof within time or commits any breach of the terms and conditions herein contained, then or in any of such events, the Vendor/Developer shall give a 30 days' notice to the Purchaser to pay the amounts under default or to rectify the breach. In case the Purchaser fails and/or neglects to make the payment of the said amounts under default with applicable interest or to rectify the breach complained of within the said period of 30 days, this agreement shall at the option of the Vendor/Developer stand terminated and rescinded and in the event of such termination and rescission the rights and claims, if any, of the Purchaser against the

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Vendor/Developer, the Designated Unit and/or any Appurtenances shall stand extinguished without any right of the Purchaser hereunder. In the event of cancellation, the Vendor/Developer shall be entitled to forfeit a sum equivalent to 20% of the amount paid by the Purchaser and the entire Advocate fees until then payable by the Purchaser as and by way of pre-determined compensation and the balance amount, if any, remaining with the Vendor/Developer out of the earnest monies until then received by the Vendor/Developer from the Purchaser shall become refundable by the Vendor/Developer to the Purchaser without any interest and from out of the realization received by the Vendor/Developer upon transfer of the Designated unit to any other interested buyer.

12.2 In case the Vendor/Developer condones the default of the Purchaser then in such event the Purchaser shall, along with such dues and/or arrears, pay interest @18% per annum on all amounts remaining unpaid.

12.3 In case the Purchaser complies with and/or is ready and willing to comply with his obligations hereunder and the Vendor/Developer fail to complete the Designated Unit within the stipulated period, then the Vendor shall be automatically allowed an extension of 12 (Twelve) months and in case of failure on the part of the Vendor/Developer to construct the Designated Unit even within such extended period then and only in such event, the Developer shall be liable to pay to the Purchaser a monthly sum calculated @Rs.5/- per Square feet per month of the super built-up area of the said Unit for the period of delay beyond the extended grace period Provided That the Purchaser shall be entitled at any time after the expiration of the extended grace period, to cancel the contract placed hereunder by a notice in writing. In the event of such cancellation, the Vendor/Developer shall refund the entire earnest money until then paid by the Purchaser to the Vendor/Developer with interest thereon @12% per annum for the period of delay from extended grace period, within 30 days of such cancellation.

12.4 Nothing contained herein shall affect or prejudice the right of either party to sue the other for specific performance of the contract and/or damages for any default of the other party.

13 FORCE MAJEURE :

13.1 The period for construction or delivery of possession of the Designated Unit by the Vendor/Developer to the Purchaser and the compliance of all other obligation by the Vendor/Developer shall always be subject to the Vendor/Developer not being prevented by Force Majeure. The time for compliance by the Vendor/Developer shall automatically get postponed by the duration of the Force Majeure event and its effects. Storm, tempest, fire, flood, earthquake and other Acts of God or Acts of Government, Statutory Body etc., strike, riot, mob, air raid, order of injunction or otherwise restraining development or construction at the said premises by the Court of Law, Tribunal or Statutory Body, scarcity of materials or equipments in the market and any other reason beyond the Vendor/Developer control shall be included in Force-Majeure for such purposes.

14 MISCELLANEOUS :

14.1 The Vendor/Developer shall be entitled to apply for and obtain and/or raise financial assistance from Banks, Financial Institutions, Non Banking Financial Institutions by way of mortgage or charge of or otherwise creating a lien on the said premises or any building or part or share thereof and/or any Flat/Unit in the Building at the said premises.

14.2 The Purchaser's proportionate undivided share in the Common Areas and Installations in the Designated Block shall be the proportion in which the built-up area of the Designated Unit may bear to the built-up area of all the Units in the Designated Block. The Purchaser's proportionate share in other matters shall be the proportion in which super built-up area of the Designated Unit may bear to the built-up area of all the Units in the Building Complex. It is clarified that while determining the proportionate share of the Purchaser in the various matters referred herein, the decision of the Vendor on any variations shall be binding on the Purchaser.

14.3 The Purchaser agrees to register this agreement and to bear and pay all stamp duty, registration fee and allied expense in connection therewith and the Vendor as well as Developer hereby agrees to be available for registration of the same.

14.4 The Purchaser shall remain responsible for and to indemnify the Vendor and the Association against all damages costs claims demands and proceedings occasioned to the premises or any other part of the Buildings/ constructions or to any person due to negligence or any act deed or thing made done or occasioned by the Purchaser and shall also indemnify the Vendor/Developer against all actions claims proceedings costs expenses and demands made against or suffered by the Vendor/Developer as a result of any act omission or negligence of the Purchaser or the servants agents licensees or invitees of the Purchaser and/or any breach or non-observance non-fulfillment or non-performance of the terms and conditions hereof to be observed fulfilled and performed by the Purchaser.

14.5 Any delay or indulgence by the Vendor/Developer in enforcing the terms of this Agreement or any forbearance or giving of time to the Purchaser shall not be construed as waiver of any breach or non-compliance by the Purchaser nor shall the same in any way or manner prejudice the rights of the Vendor.

14.6 The Building Complex shall bear the name " " or such other name as be decided by the Vendor/Developer from time to time.

14.7 This Agreement contains the entire agreement of the parties and no oral representation or statement shall be considered valid or binding upon either of the parties nor shall any provision of this Agreement be terminated or waived except by written consent by both parties. It super cedes all

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other publications, advertisements and/or communications of any nature whatsoever. The Purchaser acknowledges upon signing of this Agreement that no agreements, conditions, stipulations, representations, guarantees or warranties have been made by the Vendor/Developer or its agents, servants or employees other than what is specifically set forth herein.

15 **NOTICE :**

15.1 Unless otherwise expressly mentioned herein all notices to be served hereunder by any of the parties on the other shall be deemed to have been served if served by hand or sent by registered post with acknowledgment due at the address of the other party mentioned hereinabove or hereafter notified in writing and irrespective of any change of address or return of the cover sent by registered post without the same being served. None of the parties shall raise any objection as to service of the notice deemed to have been served as aforesaid.

16 **JURISDICTION :**

16.1 Only the Civil Courts having territorial jurisdiction over the said premises shall have the jurisdiction to entertain try and determine all actions and proceedings between the parties hereto relating to or arising out of or under this agreement or connected therewith.

SECTION – IV # SCHEDULES
THE FIRST SCHEDULE ABOVE REFERRED TO:

ALL THAT piece and parcel of plot of bastu land as follows :-

Mouza	L.R. Khatian No.	L.R. Dag No.	Land Area
Hatiara	6543	4003	9 Decimal (M/L) equivalent to 5 Cottahs 7 Chittacks 5 Sq.Ft. (M/L)
Hatiara	6543	4006	9 Decimal (M/L) equivalent to 5 Cottahs 7 Chittacks 5 Sq.Ft. (M/L)
Hatiara	6543	4006/4629	2 Decimal (M/L) equivalent to 1 Cottah 3 Chittacks 17 Sq.Ft. (M/L)
Hatiara	6543	4006/4630	1 Decimal (M/L) equivalent to 0 Cottah 9 Chittacks 31 Sq.Ft. (M/L)

Total area = 21 Decimal (M/L) equivalent to 12
(Twelve) Cottahs 11 (Eleven) Chittacks 13 (Thirteen)
Sq.Ft. (M/L).

together with buildings in Block – “A” & “B” known as “_____” lying and situated at J.L. No. 14, Re.Sa. No. 188, Touzi Nos. 160, 160-162 & 3, under P.S. formerly Rajarhat, thereafter New Town at present Eco Park, in the District of North 24-Parganas, delineated as Plot No. “A”, within the limits of Rajarhat Gopalpur Municipality (presently known as Bidhannagar Municipal Corporation), Ward No. 14 (old 20), being Holding No. 290, Block – HJ, within the locality of Hatiara Sardar Para, P.O. Hatiara, Kolkata – 700157, under the Jurisdiction of A.D.S.R. Rajarhat, which is butted and bounded as follows :-

On the North	:	By 29' – 6" Wide Hatiara Bypass Road.
On the South	:	By Plot No. B.
On the East	:	By 16' – 4" Wide Road.
On the West	:	By Property of Ratan Majumder, Ramoni Mohan Das, Debokilal Basak, Kamal Majumder and Sanjay Apartment.

THE SECOND SCHEDULE ABOVE REFERRED TO:

PART-I
(DESIGNATED UNIT)

ALL THAT one residential Flat/Unit No. "_____" containing a Carpet Area of about _____ Sq.Ft. corresponding to super Built-up area of about _____ Sq. Ft. a little more or less situated on the _____ Floor of Block "_____" which is constructed at a portion of the land as described in the FIRST SCHEDULE above.

PART-II
(APPURTENANCES)

1. **SAID SHARE IN LAND: ALL THAT** the proportionate undivided indivisible share in the land comprised in the plinth of the Designated Block.
2. **PARKING RIGHT : ALL THAT** the right to park "_____" Car at Covered Space (without walls) No. "_____", as be expressly specified by the Vendor as well as Developer at or before delivery of possession of the Designated Unit.
3. **CAR/ SCOOTER/ MOTOR CYCLE PARKING : ALL THAT** uncovered space No. "_____" for parking of "_____" motor bike/scooter/Car. Exact location be fixed and marked out at the

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discretion of the Vendor as well as Developer at delivery of possession of the said Designated flat/unit.

THE THIRD SCHEDULE ABOVE REFERRED TO:

PART-I

- A. Common Areas & Installations at the Designated Block:**
1. Staircases, landings and passage and stair-cover on the
 2. Ultimate roof.
 3. Lift facility.
 4. Gymnasium.
 5. Community Hall.
 6. Children Play Zone.
 7. Swimming Pool.
 8. Puja Temple Space.
 9. CCTV.
 10. Power back up Generator/Solar panel.
 11. Water filter plant.
 12. Security Service.
 13. Fire Equipments.
 14. Electrical wiring and fittings and fixtures for lighting the staircase, common areas, lobby and landings and operating the lifts of the Designated Block.
 15. Lift with machineries accessories and equipments (including the lift machine room) and lift well for installing the same in the Designated Block.
 16. Electrical installations with main switch and meter and space required therefor.
 17. Ultimate Common Roof of the Designated Block subject to the exceptions, exclusions, terms and conditions contained in this agreement.
 18. Over head water tanks with water distribution pipes from such Overhead water tank connecting to the different Units of the Designated Block.
 19. Water waste and sewerage evacuation pipes and drains from the Units to drains and sewers common to the Designated Block.
 20. Septic Tank
 21. Such other areas, installations and/or facilities as the Vendor may from time to time specify to form part of the Common Areas and Installations of the Designated Block.
- B. Common Areas & Installations at the premises/ Building Complex:**
1. Driveways and paths and passages at the said premises except those reserved by the Vendor for exclusive use.
 2. Transformer, if any
 3. Intercom
 4. Underground water reservoir
 5. Municipal Water supply or Deep tube well for water supply.
 6. Water waste and sewerage evacuation pipes and drains from the New Buildings to the municipal drains.
 7. Boundary wall and inner gates and main gate
 8. Such other areas, installations and/or facilities as the Vendor may from time to time specify to form part of the Common Areas and Installations of the Building Complex

PART-II

(Specifications as regards constructions and fittings and fixtures to be provided in the Unit)

1. R.C.C Structure, Specified concrete grade and reinforcement.
2. Brick Wall :
 - a) Outside Wall (8")
 - b) Inside Wall (5" & 3")
3. All flats inside will be completed with plaster with POP only without colour. Building outside walls weather coat colour.
4. **FLOOR** : All floors will be completed with Vitrified tiles of 2' x 2' or equivalent size.
5. **DOORS** : All doors will be ply flush doors and bathroom doors & Frames will be made of P.V.C. The frames of other doors would be of seasoned wood.
6. **WINDOW** : Sliding Aluminium windows with glass fitting.
7. **ELECTRICAL CONCEALED WIRING** : Iron Box, wires within concealed conduit pipes, switches will be fitted without any other fittings.
8. **ELECTRIC POINTS** : (a) Bed Room : 4 Points & one piece plug point (all 5 Amp.)
 (b) Dining Room : 5 Points & one piece plug point (all 5 Amp.)
 (c) Kitchen Room : 3 Points & one piece plug point (all 5 Amp.)
 (d) Varandah : 1 Point (5 Amp.)
 (e) Bathrooms : 2 Points & one piece plug point (all 5 Amp.)
 [Note : Extra Charges for any extra point in excess of above]
9. **AC POINT** : Only one AC point in master bedroom.
10. **CABLE POINT** : Only One Cable point in Dining/drawing room.
11. **WALL TILES FITTING** :

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- (a) **Kitchen** : Ceramic tiles upto 2' height above kitchen cooking table. Kitchen cooking table will be made of Black Stone and fitted with one pcs. Stainless sink. One piece extra black stone slab will be fitted as middle slab in kitchen platform.
- (b) **Bathroom** : Ceramic tiles upto 6' height or upper level of bathroom door frame into all the four walls of each bathroom.
12. **SANITARY FITTINGS** :
- (a) **Bathroom** : 2 pieces tap, 1 piece shower, 1 pcs. Commod white colour, 1 piece cistern of white colour only.
- (b) **Kitchen** : 1 piece tap will be provided for sink.
13. **BASIN POINT** : One Basin point will be given either (a) by the bathroom or, (b) by the Kitchen [Note : Basin point can not be given at any other place, no tap, tiles and basin will be provided]
14. **WASHING MACHINE POINT** : One point may be provided for washing machine at the same position [Note : Extra charges applicable]
15. **VARANDAH** : Open Varandah without covered grill. [Note : If purchaser required covered grill in Varandah then extra charges will be applicable.]
16. **ALMIRAH BOX** : Extra building measurement charges.
17. **WATER** : 24 hrs. water supply from deep tubewell/boring.
18. **LIFT** : Lift facility will be available.

PART-III

(Period of construction of Unit)

The Designated Unit described in PART-I of the **SECOND SCHEDULE** hereinabove written shall, subject to the other terms hereof, be handed over and vacant/peaceful possession will be provided to Purchaser within One year from the date hereof.

THE FOURTH SCHEDULE ABOVE REFERRED TO:

(Common Expenses)

1. **MAINTENANCE**: All costs and expenses of maintaining repairing redecorating replacing and renewing etc. of the main structure and in particular the roof (only to the extent of leakage and drainage to the upper floors), the Common Areas and Installations of the Designated Block and of the whole Building Complex including lifts water pump with motor etc.), gutters and water pipes for all purposes, drains and electric cables and wires in under or upon the Designated Block and/or the Building Complex which are enjoyed or used by the Purchaser in common with other occupiers or serving more than one Unit/Flat and other saleable space in the Building and at the Premises, main entrance, landings and staircase of the Building enjoyed or used by the Purchaser in common as aforesaid and the boundary walls of the premises, compounds etc. The costs of cleaning and lighting the Common Areas and Installations, the main entrance, passages, driveways, landings, staircases and other parts of the Designated Block and/or the Building Complex so enjoyed or used by the Purchaser in common as aforesaid and keeping the adjoining side spaces in good and repaired conditions.
2. **OPERATIONAL** : All expenses for running and operating all machines equipments and installations comprised in the Common Areas and Installations (including lifts, water pump with motor etc.) and also the costs of repairing, renovating and replacing the same.
3. **STAFF** : The salaries and all other expenses of the staffs to be employed for the common purposes including their bonus and other emoluments and benefits.
4. **ASSOCIATION** : Establishment and all other expenses of the Association and also similar expenses of the Maintenance In-charge looking after the common purposes, until handing over the same to the Association.
5. **TAXES**: Municipal and other rates, taxes and levies and all other outgoings in respect of the premises (save those assessed separately in respect of any unit).
6. **INSURANCE**: Insurance premium for insurance of the Building against earthquake, damages, fire, lightning, mob, violence, civil commotion (and other risks, if insured).
7. **COMMON UTILITIES**: Expenses for serving/supply of common facilities and utilities and all charges incidental thereto.
8. **RESERVES** : Creation of funds for replacement, renovation and/or other periodic expenses.
9. **OTHERS** : All other expenses and/or outgoings including litigation expenses as are incurred by the Vendor and/or the Association for the common purposes.

THE FIFTH SCHEDULE ABOVE REFERRED TO:

PART-I

1. **OUTGOINGS AND TAXES** : The Purchaser binds himself and covenants to bear and pay and discharge the following expenses and outgoings:-
 - (a) Municipal rates and taxes and water tax, if any, assessed on or in respect of the Designated Unit and Appurtenances directly to the Bidhannagar Municipal Corporation Provided That so long as the Designated Unit is not assessed separately for the purpose of such rates and taxes, the Purchaser shall pay to the Maintenance In-charge the proportionate share of all such rates and taxes assessed on the said premises.
 - (b) All other taxes impositions levies cess and outgoings, betterment fees, development charges and/or levies under any statute rules and regulations whether existing or as may be imposed or levied at any time in future on or in respect of the Designated Unit or the Appurtenances or the Building or the said premises and whether demanded from or payable

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by the Purchaser or the Maintenance In-charge and the same shall be paid by the Purchaser wholly in case the same relates to the Designated Unit and/or the Appurtenances and proportionately in case the same relates to the Building or the said premises or any part thereof.

- (c) Electricity charges for electricity consumed in or relating to the Designated Unit and the Appurtenances (including any applicable minimum charges and proportionate share of transmission loss).
 - (d) Charges for water, and other utilities consumed by the Purchaser and/or attributable or relatable to the Designated Unit and the Appurtenances against demands made by the concerned authorities and/or the Maintenance In-charge and in using enjoying and/or availing any other utility or facility, if exclusively in or for the Designated Unit and/or the Appurtenances, wholly and if in common with the other Co-Owner, proportionately to the Maintenance In-charge or the appropriate authorities as the case may be.
 - (e) Proportionate share of all Common Expenses (including those mentioned in **FOURTH SCHEDULE** hereunder written) to the Maintenance In-charge from time to time. In particular and without prejudice to the generality of the foregoing, the Purchaser shall pay to the Maintenance In-charge, maintenance charges calculated @ Rs. _____ (Rupee _____) only per Square foot per month, of the super built-up area of the Designated Unit. The said minimum rates shall be subject to revision from time to time as be deemed fit and proper by the Maintenance In-charge at its sole and absolute discretion after taking into consideration the common services provided.
 - (f) Proportionate share of the operation, fuel and maintenance cost of the generator proportionate to the load taken by the Purchaser. The Installation cost of common generator paid by purchaser to the Vendor proportionately.
 - (g) All penalty surcharge interest costs charges and expenses arising out of any delay default or negligence on the part of the Purchaser in payment of all or any of the aforesaid rates taxes impositions and/or outgoings proportionately or wholly as the case may be.
2. All payments mentioned in this agreement shall, in case the same be monthly payments, be made to the Maintenance In-charge within the 7th day of each and every month for which the same becomes due and otherwise within 7 days of the Maintenance In-charge leaving its bill for the same at the above address of the Purchaser or in the letter box in the ground floor earmarked for the Designated Unit **Provided That** any amount payable by the Purchaser directly to any authority shall always be paid by the Purchaser within the stipulated due date in respect thereof and the Purchaser shall bear and pay the same accordingly and without any delay, demur or default and indemnify and keep indemnified the Vendor and the Maintenance-in-Charge and all other Co-Owner for all losses damages costs claims demands and proceedings as may be suffered by them or any of them due to non-payment or delay in payment of all or any of such amounts and outgoings. Any discrepancy or dispute that the Purchaser may have on such bills shall be sorted out within a reasonable time but payment shall not be with-held by the Purchaser owing thereto.
- 2.2 The liability of the Purchaser to pay the aforesaid outgoings and impositions shall accrue with effect from the date of delivery of possession of the Designated Unit by the Vendor/ Developer to the Purchaser or the 16th day from the date of the Vendor/ Developer giving the Notice for Possession to the Purchaser in terms of clause 4.3 of Section III hereinabove, whichever be earlier.
- 2.3 It is expressly agreed and understood that so long as the Vendor or its nominee be the Maintenance In-charge, the Purchaser shall not hold it liable or responsible for rendering any accounts or explanation of any expenses incurred.

PART-II (RULES AND REGULATIONS)

- 1. The Purchaser binds himself/herself/themselves and covenants:
 - (a) To use the Designated Unit only for the private dwelling and residence in a decent and respectable manner and for no other purposes whatsoever without the consent in writing of the Vendor/ Developer and shall not do or permit to be done any obnoxious injurious noisy dangerous hazardous illegal or immoral activity at the Designated Unit or any activity which may cause nuisance or annoyance to the Co-Owner. It is expressly agreed that any restriction on the Purchaser shall not in any way restrict the right of the Vendor/ Developer to use or permit any other Unit or portion of the Designated Block to be used for non-residential purposes.
 - (b) In case the Designated Unit be of Type Duplex/ Penthouse, not to convert the same into two separate Units nor to close, widen, modify or alter the open areas between the upper and lower unit
 - (c) Unless the right of parking is expressly granted and mentioned in **PART-II** of the **SECOND SCHEDULE** hereinabove written, the Purchaser shall not park any motor car, two wheeler or any other vehicle at any place in the said premises (including at the open spaces at the said premises) **AND** if the right to park motor car or two wheeler is so expressly agreed to be granted and mentioned in the within stated **PART-II** of the **SECOND SCHEDULE**, the Purchaser shall use the Parking Space(s) so agreed to be granted, only for the purpose of parking of his medium sized motor car (i.e. not exceeding the size of "Ambassador", "Esteem" make) and/or two wheeler, as the case may be. No construction or storage of any nature shall be permitted nor can the same be used for rest, recreation or sleep of servants, drivers or any person whosoever. The Purchaser shall

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- not park any vehicle of any description anywhere within the Building Complex save only at the place if agreed to be granted to him and designated by Vendor/ Developer.
- (d) Not to grant transfer let out or part with the right of parking car or two wheeler to any outsider, if such right of parking is agreed to be granted hereunder, independent of the Designated Unit nor vice versa, with the only exception being that the Purchaser may grant transfer let out or part with the right of parking car and/or two wheeler or the Designated Unit independent of the other to any other Co-owner of the Designated Block and none else.
 - (e) Not to claim any access or user of any other block or building at the said premises except the Designated Block and the Common Areas and Installations mentioned therein and that too subject to the terms and conditions and rules and regulations applicable thereto.
 - (f) Not to put any nameplate or letter box or neon-sign or board in the common areas or on the outside wall of the Designated Unit **PROVIDED HOWEVER THAT** nothing contained herein shall prevent the Purchaser to put a decent nameplate outside the main gate of his Unit. It is hereby expressly made clear that in no event the Purchaser shall open out any additional window or any other apparatus protruding outside the exterior of the Designated Unit save that the Purchaser shall have the right to install window/ split air-conditioners at the place/s provided therefor in the Designated Unit.
 - (g) To apply for and obtain at his/her/their own costs separate assessment and mutation of the Designated Unit in the records of The Bidhannagar Municipal Corporation within 3 (three) months from the date of received possession.
 - (h) Not to commit or permit to be committed any form of alteration or changes in the Designated Unit or in the beams, columns, pillars & R.C.C. casting of the New Buildings passing through the Designated Unit or the common areas for the purpose of making changing or repairing the concealed wiring and piping or otherwise nor in pipes, conduits, cables and other fixtures and fittings serving the other Units in the Building Complex.
 - (i) to allow the Maintenance In-charge and its authorized representatives with or without workmen to enter into and upon the Designated Unit at all reasonable times for construction and completion of the New Buildings and the Common Purposes and to view and examine the state and condition thereof and make good all defects decays and want of repair in the Designated Unit within seven days of giving of a notice in writing by the Maintenance In-charge to the Purchaser thereabout;
 - (j) to keep the Designated Unit and walls, sewers, drainage, water, electricity, pipes, cables, wires and other connections fittings and installations, entrance and main entrance serving any other Unit in the Building Complex in good and substantial repair condition so as to support shelter and protect the other units/parts of the New Buildings and not to do or cause to be done anything in or around the Designated Unit which may cause or tend to cause or tantamount to cause or affect any damage to any flooring or ceiling of any other portion over below or adjacent to the Designated Unit.
 - (k) not to commit or permit to be committed any alteration or changes in, or draw from outside the New Building, the pipes, conduits, cables, wiring and other fixtures and fittings serving the Designated Unit and any other Unit in other portion of the Building Complex.
 - (l) to co-operate with the Maintenance In-charge in the management maintenance control and administration of the Building Complex and the Premises and other Common Purposes.
 - (m) keep the common areas, open spaces, parking areas, paths, passages, staircase, lobby, landings etc. in the said premises free from obstructions and encroachments and in a clean and orderly manner and not deposit, store or throw or permit to be deposited, stored or thrown any goods articles or things or any rubbish or refuse or waste there in the Common Areas and Installations and the said Premises or dry, hang clothes outside or put slippers or any other material outside the doors of the Designated Unit.
 - (n) to abide by and observe and perform all the relevant laws, norms, terms, conditions, rules and regulations and restrictions of the Government, The Bidhannagar Municipal Corporation, CESC Limited/ W.B.S.E.D.C.L., Fire Service Authorities, Pollution Control authority and/or any statutory authority and/or local body with regard to the user and maintenance of the Designated Unit as well as the user operation and maintenance of lifts, generators, tube-well, water, electricity, drainage, sewerage and other installations and amenities at the Building Complex.
 - (o) not to alter the outer elevation of the New Buildings or any part thereof nor decorate nor affix any neon-sign, sign board or other thing on the exterior of the New Buildings otherwise than in the manner agreed by the Maintenance In-charge in writing or in the manner as near as may be in which it was previously decorated.

In the event of the Purchaser failing and/or neglecting or refusing to make payment or deposits of the maintenance charges, municipal rates and taxes, Common Expenses or any other amounts payable by the Purchaser under these presents and/or in observing and performing the covenants terms and conditions of the Purchaser hereunder (then without prejudice to the other remedies available against the Purchaser hereunder, the Purchaser shall be liable to pay to the Maintenance-in-charge, interest at the rate of 1.5% per month on all the amounts in arrears and without prejudice to the aforesaid, the Maintenance-in-charge, shall be entitled to:

- a) Disconnect the supply of electricity to the Designated Unit.
- b) Withhold and stop all other utilities and facilities (including lifts, generators, water, etc.,) to the Purchaser and his employee's customer's agents tenants or licencees and/or the Designated Unit.

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Proprietor

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Sumit Singh

- c) to demand and directly realize rent and/or other amounts becoming payable to the Purchaser by any tenant or licensee or other occupant in respect of the Designated Unit.

THE SIXTH SCHEDULE ABOVE REFERRED TO :

(PART-I EXTRAS & PART - II DEPOSITS)

The Purchaser shall pay to the Developer extra payment/charges for below specified facilities in excess of flat/unit/parking consideration amount :-

Maintenance Corps deposit for 12 months maintenance

Rs. _____

TOTAL EXTRAS & DEPOSITS (above unit/flat consideration)

Rs. _____

2. In addition to the above specified amounts, the Purchaser shall also pay to the Developer the following amounts:-

- Proportionate share of any costs charges and expenses for setting up or providing any additional or extra common area or installation in variation and/or addition to those mentioned in **PART-I** of the **THIRD SCHEDULE** hereinabove written.
- All stamp duty, registration fees and allied expenses on execution and registration of this agreement and of the sale deed or deeds and other documents to be executed and/or registered in pursuance hereof
- Security Deposit and the expenses as may be required by CESC Limited / W.B.S.E.D.C.L. or other electricity provider for individual meter in respect of the Designated Unit directly payable to CESC Limited / W.B.S.E.D.C.L. or other provider. That the Purchasers shall pay GST of 1% to the appropriate authority.
- Any additional or increased Fees and expenses, if any, payable to Bidhannagar Municipal Corporation towards Sale/Transfer Permission fees.
- Any other statutory charges/levies by any name called, as applicable and payable on construction of the Designated Unit or on the transfer thereof and/or on any account or outgoing (including Maintenance Charges) payable by the Purchaser in respect of the Designated Unit. All taxes must be payable by the purchaser to the Vendor/Developer simultaneously with consideration money and/or any other charges, in addition to consideration as detailed in 7th Schedule below.
- All taxes, levies, betterment fees, development charges etc., under any statute rules and regulations on the said premises and/or the Designated Unit and/or the New Buildings or on the construction or transfer of the Designated Unit envisaged hereunder payable by the Purchaser wholly if the same relates to the Designated Unit and otherwise proportionately.

THE SEVENTH SCHEDULE ABOVE REFERRED TO:

Part - I

(Consideration excluding taxes)

The consideration payable by the Purchaser to the Developer for sale of the Designated Unit alongwith proportionate share in land underneath the building shall be as follows:-

- TOTAL FLAT CONSIDERATION Rs. _____/-
- Consideration money for the parking of _____ Motor car at covered car parking No. _____ (Payable simultaneously) Rs. _____/-
- Consideration money for the parking Motor bike at open space No. _____ for parking (Payable simultaneously) Rs. _____/-
- Children play zone, Swimming Pool, Puja temple, Hall construction & Gymnasium construction Charges calculated on area of flat/unit. Rs. _____/-
- Costs charges and expenses for Electricity servicing to the Complex and in particular to the designated block along-with transformer if any, and acquisition of personal electric meter in the name of purchaser (excluding Security Deposit Which is payable directly by purchaser to Provider). Rs. _____/-

TOTAL CONSIDERATION :

Rs. _____/-

(Rupees _____ only)

THE SEVENTH SCHEDULE ABOVE REFERRED TO :

Part - II

(PAYMENT PLAN)

The said total consideration of Rs. _____/- mentioned in **PART-I** of the **SEVENTH SCHEDULE** plus applicable taxes along with extras and deposits, shall be payable by the Purchaser as details given below before the date of possession to the Developer in the following manner :-

- _____ % of the consideration at the time of booking.
- _____ % of the consideration up to the foundation Work of the Building and Flat.
- _____ % of the consideration up to the Brick Work of the Building and Flat.
- _____ % of the consideration up to the Plaster Work of the Building and Flat.
- _____ % of the consideration within 15 days after starting of flooring work of the flat.
- _____ % of the consideration on or before the date of possession along with Extras & Deposits as well as charges for Extra Work, if any.

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Sumit Kumar

Proprietor

SKJ CONSTRUCTION

Sumit Kumar

IN WITNESS WHEREOF the PARTIES hereto have hereunto set and subscribed their respective hands and seals the day month and year first above written.

SIGNED AND DELIVERED by the
OWNER through his constituted attorney
at Kolkata in the
presence of :-

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[Signature]

Proprietor

SIGNED AND DELIVERED by the
DEVELOPER at Kolkata in the
presence of :-

SKJ CONSTRUCTION

[Signature]

Proprietor

SIGNED AND DELIVERED by the
PURCHASER at Kolkata in the
presence of :-

MEMO OF CONSIDERATION

RECEIPT of and from the within named Purchaser, the within mentioned sum of Rs. _____/- (Rupees _____) by way of advance/ part consideration money in the following mode of the said Second Schedule mentioned property under this Agreement as per Memo below :-

DATE	CASH / NEFT / RTGS / IMPS / DEMAND DRAFT CHEQUE NO	BANK	AMOUNT(RS)

Rs. _____/-

(Rupees _____) only

SIGNED AND DELIVERED by the
DEVELOPER at Kolkata in the
presence of :-