

AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE made this _____ day of _____, Two Thousand Twenty Four (2024) **BETWEEN**, (1) SUMIT KUMAR SHAW, (AADHAR : 7940 0909 4160) (PAN : BYDPS87156F), (MOBILE : 83350 69893) son of Sri Dilip Kumar Shaw, by faith – Hindu, by occupation – Business, by nationality – Indian, (2) UTSAV SHAW, (AADHAR : 7272 9420 7928) (PAN : DZHPS8183K), (MOBILE : 83350 69894) son of Sri Pradeep Kumar Shaw, by faith – Hindu, by occupation – Business, by nationality – Indian, (3) PRATIK GUPTA, (AADHAR : 2004 6797 6432) (PAN : BYDPG6161J), (MOBILE : 91637 38897) son of Sri Anup Kumar Gupta, by faith – Hindu, by occupation – Business, by nationality – Indian, (4) RISHAV SHAW, (AADHAR : 9825 4545 0901) (PAN : HRFPS2675C), (MOBILE : 83350 69897) son of Sri Dilip Kumar Shaw, by faith – Hindu, by occupation – Business, by nationality – Indian, (5) ASMIIT GUPTA, (AADHAR : 6861 0888 0136) (PAN : DYVPG6163A), (MOBILE : 70031 22828) son of Sri Manoj Kumar Gupta, by faith – Hindu, by occupation – Business, by nationality – Indian, all residing at 19C, Mohan Chand Road, Post Office – Kidderpore, Police Station – Watgunge, Kolkata – 700023 ,in the District of South 24 Parganas,, hereinafter called and referred to as the "**DEVELOPER/ VENDOR**" (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their respective heirs, executors, administrators, legal representatives and assigns) of the **FIRST PART**.

Constituted Attorney of Biswajit Ghosh

AND

Constituted Attorney of Biswajit Ghosh

SHRI BISWAJIT GHOSH, (AADHAR No. 7535 8618 1841), (PAN : AGWPG1833H), son of Late Binoy Kumar Ghosh, by occupation – Business, by faith – Hindu, by nationality – Indian, residing at 4/1K/23, Sarsuna Satellite Township, Police Station – Sarsuna (previously Thakurpukur), Post Office - Sarsuna, Kolkata – 700 061, District – South 24 Parganas, represented by his constituted Attorneys (1) SUMIT KUMAR SHAW, (AADHAR : 7940 0909 4160) (PAN : BYDPS87156F), (MOBILE : 83350 69893) son of Sri Dilip Kumar Shaw, by faith – Hindu, by occupation – Business, by nationality – Indian, (2) UTSAV SHAW, (AADHAR : 7272 9420 7928) (PAN : DZHPS8183K), (MOBILE : 83350 69894) son of Sri Pradeep Kumar Shaw, by faith – Hindu, by occupation – Business, by nationality – Indian, (3) PRATIK GUPTA, (AADHAR : 2004 6797 6432) (PAN : BYDPG6161J), (MOBILE : 91637 38897) son of Sri Anup Kumar Gupta, by faith – Hindu, by occupation – Business, by nationality – Indian, (4) RISHAV SHAW, (AADHAR : 9825 4545 0901) (PAN : HRFPS2675C), (MOBILE : 83350 69897) son of Sri Dilip Kumar Shaw, by faith – Hindu, by occupation – Business, by nationality – Indian, (5) ASMIIT GUPTA, (AADHAR : 6861 0888 0136) (PAN : DYVPG6163A), (MOBILE : 70031 22828) son of Sri Manoj Kumar Gupta, by faith – Hindu, by occupation – Business, by nationality – Indian, all residing at 19C, Mohan Chand Road, Post Office – Kidderpore, Police Station – Watgunge, Kolkata – 700023 ,in the District of South 24 Parganas, hereinafter called and referred to as the "**OWNER/ VENDOR**" (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include her heirs, successors, executors, administrators, legal representatives, and assigns) of the **SECOND PART**.

AND

1) **MR.** having PAN:, Having Aadhaar No., son of Prafulla Kumar Brahma , by faith : Hindu , by occupation : Service , 2) **MRS.**..... having PAN:, Having Aadhaar No., wife of, by faith : Hindu , by occupation : Housewife both are residing at Kolkata – 7000, Post Office and Police Station :, in the District of South 24 Parganas , hereinafter called and referred to as the "**PURCHASERS**" (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their respective heirs, executors, administrators and legal representatives) of the **THIRD PART**.

WHEREAS unless, in this agreement, there is something contrary or repugnant to the subject or context:-

i) **SAID PROPERTY** shall mean the land comprised in and situate at **Municipal Premises No. 19M, Mohan Chand Road, Police Station – Watgunge, within the municipal limits of the Kolkata Municipal Corporation under Ward No. 76, Kolkata – 700 023, District – South 24 Parganas** containing an area about **3(Three) Cottahs 8(Eight) Chittaks** be the same a little more or less more fully and particularly mentioned and described in the **FIRST SCHEDULE** hereunder written.

ii) **BUILDING** shall mean the new building to consist of a Multi Storied building containing several independent and self contained flats and other constructed spaces, being constructed or intended to be constructed by the Developer at the said premises .

iii) **CO-OWNERS** according to the context shall mean all the buyers/owners who for the time being have either completed the purchase of any Unit in the Building or have agreed to purchase any Unit in the said Building and have taken possession of such Unit and for all unsold Units and/or Units, possession whereof not having been parted with by the Vendor.

iv) **COMMON PARTS, PORTION AND INSTALLATIONS** shall mean the common areas installations and facilities (including the roof of the building) mentioned and specified in **PART -I** of the **FOURTH SCHEDULE** hereunder written and expressed by the Owner and Developer for common use and enjoyment of the Co-owners.

v) **COMMON EXPENSES** shall mean and include at expenses for the maintenance management upkeep and administration of the common Areas and Installations and for rendition of common services in common to the Co-owners and all other expenses for the common purposes to be contributed borne paid and shared by the Co-owners including those mentioned in the **FIFTH SCHEDULE** hereunder written.

vi) **COMMON PURPOSES** shall mean and include the purposes of managing maintaining and up keeping the property (and in particular the common parts, portion & installations) rendition of common services in common to the Co-owners, collection and disbursement of the common expenses and administering and dealing with the matters of common interest of the Co-owners and relating

to their mutual right and obligations for the beneficial use and enjoyment of their respective units exclusively and the common Areas and Installations in common.

vii) **UNIT** shall mean independent and self-contained flats and/or other constructed spaces built and constructed or intended to be built and constructed by the Developer at the said premises capable of being exclusively held or occupied by a person at the said property.

viii) **SAID UNIT** shall mean the **Flat being No. "....."** measuring carpet area about(.....) Square Feet on the side of the**Floor AND one parking space(under the Roof) being No..... measuring covered area about 135 (One Hundred and Thirty Five) Square feet on the parking space of the side of the Ground Floor** of the under construction multi storied building at the said premises more fully and particularly mentioned and described in the **PART-I of the SECOND SCHEDULE** hereunder written with fittings and fixtures to be provided therein by the Developer as mentioned in **PART-II of the SECOND SCHEDULE** hereunder written and wherever the context so permits shall include the proportionate undivided share in the common Areas and installations as also in the land comprised in the said property attributable to the said Unit as expressly mentioned and described in the with instated **SECOND SCHEDULE**.

ix) **DATE OF COMMENCEMENT OF LIABILITY** shall mean the date on which the Purchaser taken actual physical possession of the said Unit after fulfilling all his/her/its/their liabilities and obligations in terms of the clause 4 (possession & conveyance) hereinafter or the date of expiry of the period specified in the notice by the developer to the Purchaser to take possession of the said Unit in terms of the said **clause 4** irrespective of whereof the Purchaser takes actual physical possession of the said unit or not, whichever be earlier.

x) **ADVOCATE** shall mean Advocate, of Alipore Judges Court Kolkata – 700027 appointed by the Developer for preparation of this agreement and sale deed for transfer of the said Unit.

xi) Words importing **SINGULAR NUMBER** shall include the **PLURAL NUMBER** and vice versa.

xii) Words importing **MASCULINE GENDER** shall include the **FEMININE GENDER** and **NEUTER GENDER**, similarly words importing **FEMININE GENDER** shall include **MASCULINE GENDER** and **NEUTER GENDER**, and likewise **NEUTER GENDER** shall include **MASCULINE GENDER** and **FEMININE GENDER**.

xiii) The expression **PURCHASER** shall be deemed to mean and include :-

(a) In case the Purchaser be an individual or a group of persons, then his/her or their respective heirs legal representatives executors and administrators.

(b) In case the Purchaser be a Hindu Undivided Family, then its members for the time being and their respective heirs legal representatives executors and administrators.

(c) In case the Purchaser be a partnership firm, then its partners for the time being their respective heirs legal representatives executors administrators.

(d) In case the Purchaser be a company, then its successors or successors-in-interest.

WHEREAS Smt. Abha Rani Paul, Smt. Maya Rani Ghosh, Smt. Sankari Ghosh, Smt. Bharati Majumder jointly seized and possessed or otherwise well and sufficiently entitled to **ALL THAT** piece and parcel of land measuring an area 3(Three) Cottahs 8(Eight) Chittaks be the same a little more or less together with two storied building standing thereon measuring a covered area 1200 Sq. ft. on the Ground Floor and 800 Sq. ft. on the First Floor lying and situate at being Premises No. 19M, Mohan Chand Road, Police Station – Watgunge, within the municipal limits of the Kolkata Municipal Corporation under Ward No. 76, Kolkata – 700 023, District – South 24 Parganas, each having undivided 1/4th share therein and paying municipal taxes regularly and enjoying the same free from all encumbrances.

AND WHEREAS while thus seized and possessed of the aforesaid property the said Smt. Abha Rani Paul transferred by executing a 'Deed of Gift' on 15th day of March, 2012 in favour of his sister - Smt. Maya Rani Ghosh **ALL THAT** piece and parcel of land measuring 630 Sq. ft. together with building thereon measuring an area 300 Sq. ft. on the Ground Floor and 200 Sq. ft. on the First Floor being the undivided 1/4th share of the total property lying and situate at being Premises No. 19M, Mohan Chand Road, Police Station – Watgunge, within the municipal limits of the Kolkata Municipal Corporation under Ward No. 76, Kolkata – 700 023, District – South 24 Parganas, morefully described in the Second Schedule thereunder written which document was registered at the office of the A.D.S.R. – Alipore and recorded in Book No. I, CD Volume No. 12, Pages from 590 to 601, Being No. 02141 for the year 2012.

AND WHEREAS while thus seized and possessed of the aforesaid property the said Smt. Bharati Majumder transferred by executing a Deed of Gift on 10th day of February, 2012 in favour of his sister - Smt. Maya Rani Ghosh **ALL THAT** piece and parcel of land measuring 630 Sq. ft. together with building thereon measuring an area 300 Sq. ft. on the Ground Floor and 200 Sq. ft. on the First Floor being the undivided 1/4th share of the total property lying and situate at being Premises No. 19M, Mohan Chand Road, Police Station – Watgunge, within the municipal limits of the Kolkata Municipal Corporation under Ward No. 76, Kolkata – 700 023, District – South 24 Parganas, morefully described in the Second Schedule thereunder written which document was registered at the office of the A.D.S.R. – Alipore and recorded in Book No. I, CD Volume No. 5, Pages from 1194 to 1212, Being No. 01032 for the year 2012.

AND WHEREAS while thus seized and possessed of the aforesaid property the said Smt. Sankari Ghosh transferred by executing a Deed of Gift on 10th day of February, 2012 in favour of his sister - Smt. Maya Rani Ghosh **ALL THAT** piece and parcel of land measuring 630 Sq. ft. together with building thereon measuring an area 300 Sq. ft. on the Ground Floor and 200 Sq. ft. on the First Floor being the undivided 1/4th share of the total property lying and situate at being Premises No. 19M, Mohan Chand Road, Police Station – Watgunge, within the municipal limits of the Kolkata Municipal Corporation under Ward No. 76, Kolkata – 700 023, District – South 24 Parganas, morefully described in the Second Schedule thereunder written which document was registered at the office of the A.D.S.R. – Alipore and recorded in Book No. I, CD Volume No. 5, Pages from 1175 to 1193, Being No. 01033 for the year 2012.

AND WHEREAS by virtue of aforesaid events, the said Smt. Maya Rani Ghosh became the absolute Owner of **ALL THAT** piece and parcel of land measuring an area 3 Cottahs, 8 Chittaks together with two storied building standing thereon measuring a covered area 1200 Sq. ft. on the Ground Floor and 800 Sq. ft. on the First Floor lying and situate at being Premises No. 19M, Mohan Chand Road, Police Station – Watgunge, within the municipal limits of the Kolkata Municipal Corporation under Ward No. 76, Kolkata – 700 023, District – South 24 Parganas and duly mutated her name in the office of the Kolkata Municipal Corporation and paying taxes thereon.

AND WHEREAS by a Deed of Gift dated 10th day of February, 2012 made between Smt. Maya Rani Ghosh, wife of Late Binoy Kumar Ghosh, therein described as the Donor of the One Part and Sri Biswajit Ghosh, son of Late Binoy Kumar Ghosh, therein described as the Donee of the Other Part, the said Smt. Maya Rani Ghosh, for natural love and affection towards her son – Sri Biswajit Ghosh granted, transferred by way of Deed of Gift **ALL THAT** piece and parcel of land measuring 945 Sq. ft. together with building thereon measuring an area 450 Sq. ft. on the Ground Floor and 300 Sq. ft. on the First Floor being the undivided 3/8th share of the total property lying and situate at being Premises No. 19M, Mohan Chand Road, Police Station – Watgunge, within the municipal limits of the Kolkata Municipal Corporation under Ward No. 76, Kolkata – 700 023, District – South 24 Parganas, morefully described in the Second Schedule thereunder written which document was registered at the office of the A.D.S.R. – Alipore and recorded in Book No. I, CD Volume No. 5, Pages from 1267 to 1286, Being No. 01034 for the year 2012.

AND WHEREAS by a Deed of Gift dated 10th day of February, 2012 made between Smt. Maya Rani Ghosh, wife of Late Binoy Kumar Ghosh, therein described as the Donor of the One Part and Sri Biswajit Ghosh, son of Late Binoy Kumar Ghosh, therein described as the Donee of the Other Part, the said Smt. Maya Rani Ghosh, for natural love and affection towards her son – Sri Biswajit Ghosh granted, transferred by way of Deed of Gift **ALL THAT** piece and parcel of land measuring 945 Sq. ft. together with building thereon measuring an area 450 Sq. ft. on the Ground Floor and 300 Sq. ft. on the First Floor being the undivided 3/8th share of the total property lying and situate at being Premises No. 19M, Mohan Chand Road, Police Station – Watgunge, within the municipal limits of the Kolkata Municipal Corporation under Ward No. 76, Kolkata – 700 023, District – South 24 Parganas, morefully described in the Second Schedule thereunder written which document was registered at the office of the A.D.S.R. – Alipore and recorded in Book No. I, CD Volume No. 5, Pages from 1246 to 1266, Being No. 01035 for the year 2012.

AND WHEREAS by a Deed of Gift dated 15th day of March, 2012 made between Smt. Maya Rani Ghosh, wife of Late Binoy Kumar Ghosh, therein described as the Donor of the One Part and Sri Biswajit Ghosh, son of Late Binoy Kumar Ghosh, therein described as the Donee of the Other Part, the said Smt. Maya Rani Ghosh, for natural love and affection towards her son – Sri Biswajit Ghosh granted, transferred by way of Deed of Gift **ALL THAT** piece and parcel of land measuring 630 Sq. ft. together with building

thereon measuring an area 300 Sq. ft. on the Ground Floor and 200 Sq. ft. on the First Floor being the undivided 1/4th share of the total property lying and situate at being Premises No. 19M, Mohan Chand Road, Police Station – Watgunge, within the municipal limits of the Kolkata Municipal Corporation under Ward No. 76, Kolkata – 700 023, District – South 24 Parganas, morefully described in the Second Schedule thereunder written which document was registered at the office of the A.D.S.R. – Alipore and recorded in Book No. I, CD Volume No. 12, Pages from 602 to 623, Being No. 02142 for the year 2012.

AND WHEREAS by virtue of aforesaid happening, the said Sri Biswajit Ghosh became the absolute Owner of **ALL THAT** piece and parcel of land measuring an area 3(Three) Cottahs 8(Eight) Chittaks be the same a little more or less together with two storied building standing thereon measuring a covered area 1200 Sq. ft. on the Ground Floor and 800 Sq. ft. on the First Floor partially occupied by three existing tenants, lying and situated at Premises No. 19M, Mohan Chand Road, Police Station – Watgunge, within the limits of the Kolkata Municipal Corporation under Ward No. 76, Kolkata – 700 023, District – South 24 Parganas and duly mutated his name in the office of the Kolkata Municipal Corporation and paying taxes thereon and enjoying the same free from all encumbrances.

AND WHEREAS by virtue of the aforesaid deed of Gift , the said Sri Biswajit Ghosh, became the absolute owner of the aforesaid property and got possession of the aforesaid property and his name had been mutated in the office of The Kolkata Municipal Corporation in respect of the aforesaid property as **Municipal Premises No. 19M, Mohan Chand Road, under ward No. 076**, after the said mutation the office of The Kolkata Municipal Corporation issued a tax bill in favour of Sri Biswajit Ghosh and he used to pay municipal taxes in respect of the aforesaid property as lawful owner thereon.

AND WHEREAS by virtue of the said registered deed of Gift , Biswajit Ghosh, the Owner herein absolutely seized and possessed of and/or otherwise sufficiently entitled to as sole owner of the said **All THAT** piece and parcel of residential land measuring area about 3 (Three) Cottahs 8(Eight) Chittaks be the same a little more or less together with brick built two storied structures standing thereon lying and situated at **Municipal Premises No. 19M, Mohan Chand Road, under ward No. 076**, , within the jurisdiction of The Kolkata Municipal Corporation, **being Assessee No.**, District Sub-Registrar office and Additional District Sub-Registrar office at Alipore., Police Station : Watgunge, in the District of South 24 Parganas, , for the sake of brevity it is to be called and referred as **“SAID PROPERTIES”**.

AND WHEREAS the said Biswajit Ghosh, the Owner herein, while enjoying , occupying and possessing the Said Properties without having any interruption, interference and /or objection from any corner decided to develop the Said Properties by constructing a multi storied building thereupon the said land by demolishing the existing structure , but due to his lack of technical knowledge expertise and financial resources he was in search of a competent developer , who is well known to the locality and has sufficient technical expertise , financial resources etc. and over all best performance in the field of construction and development of different projects .

AND WHEREAS (1) SUMIT KUMAR SHAW, (2) UTSAV SHAW, (3) PRATIK GUPTA, (4) RISHAV SHAW, **and** (5) ASMIIT GUPTA.,₂ the Developer of the First part herein , being interested in the said project offered to the owner of their intention to promote and develop the Said Properties .

AND WHEREAS before the execution of the agreement for Development, the Owner / Vendor herein declares as follows:-

1. The Owner / Vendor is solely and absolutely seized and possessed of or otherwise well and sufficiently entitled to ALL THAT the said premises and agreed to make over and deliver to the Developer the possession of the Said Properties for the purpose of the Development (including preliminary work) on the terms and conditions stipulated therein.

2. The Said Properties is presently under the occupation of the Owner / Vendor and is free from all encumbrances , charges, liens, lispensens, attachments, trusts, acquisition or requisition whatsoever or howsoever.

3. There is no suit or proceeding pending regarding the title in respect of the said property or any part thereof.

4. The said agreement for Development executed by and between the owner/ Vendor and Developer relating to the said property will under any ground not be terminated, and/or cancelled before the completion of the construction work and also completion of the total transaction with the intending buyer/buyers i.e.

execution and registration of the Deed of conveyance in favour of the intending buyer/buyers relating to the sale of Flat/ flats, and other of the building to be constructed on the said plot of land.

AND WHEREAS the said Biswajit Ghosh, the Owner herein after long discussion , negotiation and settlement of different terms and condition with the Developer herein , finally on 27th day of March , 2023 entered into a registered Deed of Development Agreement with the said Developer for the development of his Said Properties under the terms and conditions as stipulated in the said Deed of Agreement, The said Deed was registered in the office of **District Sub- Registrar-IV at Alipore , South 24 Parganas** and recorded in **Book No. I Volume No 1604-2023 , Pages from 112780 to 112821, Being Deed No. 160403704 for the year 2023.**

AND WHEREAS on the same day the Owner herein also executed a registered Deed of Development Power of Attorney in favour of the Developer herein to do all deed , acts deed and things on his behalf and as his lawful attorneys for the successful implementation of the object of the development work as well as to execute all relevant documents, received considerations , advance money from any intending purchasers in respect of the Developer's allocation , The said Deed was registered in the office of **District Sub- Registrar-IV at Alipore , South 24 Parganas** and recorded in **Book No. I Volume No 1604-2023, Pages from 114203 to 114228, Being Deed No. 160403717 for the year 2023.**

AND WHEREAS in pursuance of the said Development Agreement and Development Power of Attorney ,said Developer firm obtained a building plan sanction by The Kolkata Municipal Corporation being Building Sanction **plan no. dated**, **borough No** and necessary commencement certificate for construction of the said building has also been received.

AND WHEREAS the said sanctioned building plan by The Kolkata Municipal Corporation provides for construction of a multi storied residential building consisting of several self compact and contains flats and car parking spaces.

AND WHEREAS the said Developer firm demolished the existing old structure of the Said Properties and in terms of the said Development Agreement dated 27th day of March , 2023, the developer herein has started construction of a **multi storied residential building** consisting of several self contains compact flats and parking spaces upon the said land measuring area about **3 (Three) Cottahs 8(Eight) Chittaks** be the same a little more or less together with two storied structures standing thereon lying and situated at **Municipal Premises No. 19M, Mohan Chand Road, under ward No. 076,** , within the jurisdiction of The Kolkata Municipal Corporation, **being Assessee No.**, District Sub-Registrar office and Additional District Sub-Registrar office at Alipore., Police Station : Watgunge, in the District of South 24 Parganas for the sake of brevity it is to be called and referred as **"SAID PROPERTY"** which is morefully and particularly described in the **"FIRST SCHEDULE"** hereunder written .

AND WHEREAS as per terms and conditions of the said Development Agreement ,the Developer/ Vendor out of their allocated portion declare intention to sell the **one residential Flat being No. "....."** measuring carpet area about(.....) Square Feet be the same a little more or less on the side of theFloor **AND one parking space(under the Roof) being No..... measuring covered area about 135 (One Hundred and Thirty Five) Square feet on the parking space of the Ground Floor** of the said under construction ground plus three storied residential building upon land of **FIRST SCHEDULE** property situated and lying at **Municipal Premises No. 19M, Mohan Chand Road, under ward No. 076,** within the jurisdiction of The Kolkata Municipal Corporation, **within the jurisdiction of The Kolkata Municipal Corporation** and the Purchasers are agreed to purchase said self contained **one residential Flat being No. "....."** measuring carpet area about(.....) Square Feet be the same a little more or less on the side of the Floor consisting of(.....) **Bed Rooms, 1 (One) Kitchen ,1 (One) Dining Space , 1 (One) Toilet , 1 (One) W.C and 1 (One) Verandah AND one parking space(under the Roof) being No..... measuring covered area about 135 (One Hundred and Thirty Five) Square feet on the parking space of the Ground Floor in habitable condition** of the said premises for the sake of brevity said flat and parking space collectively called and referred to as the **SAID UNIT** which is more fully and particularly described in the **SECOND SCHEDULE** hereunder written at or for a consideration of **Rs.,00,000/- (Rupees Lakhs) only payable to the which**

the Developer/Vendor of the First Part herein after considering the said price is the highest market price and agreed to sale the same to the Purchaser/s of the Third part herein.

AND WHEREAS the Purchasers have taken inspection for the conveyance herein before recited and all other instruments and the Purchasers are now fully conversant with the contents of the said instruments and are now fully satisfied as the title of the Owner, said Agreement for development, proposed sanctioned Building plan etc. in the said premises after making all investigations relating thereof.

AND WHEREAS the Purchasers have inspected all the original title deeds and the sanctioned plan in respect of the said land and the proposed new building and specifications (which the purchasers does hereby confirm).

AND WHEREAS relying upon the said representation by the Developer/Vendor and Owner herein and believing them to be true, Purchasers have agreed and offer to purchase from the Developer and Owner all the self contained **residential Flat being No. "....." measuring carpet area about(.....) Square Feet be the same a little more or less on the side of the Floor consisting of(.....) Bed Rooms, 1 (One) Kitchen ,1 (One) Dining Space , 1 (One) Toilet , 1 (One) W.C and 1 (One) Verandah AND one parking space(under the Roof) being No..... measuring covered area about 135 (One Hundred and Thirty Five) Square feet on the parking space of the Ground Floor in habitable condition of the said under construction building at Municipal Premises No. 19M, Mohan Chand Road, under ward No. 076, within the jurisdiction of The Kolkata Municipal Corporation** in complete and habitable condition in all manners whatsoever more fully mentioned in the Second Schedule hereunder written together with undivided proportionate share of right , title and interest of the land more fully mentioned in the First Schedule hereunder written on which the building in constructed together with all rights privileges in common areas and facilities and utilities provided or to be provided in the Third Schedule hereunder written free from all encumbrances, charges and liens whatsoever of the said building prepared by the Developer and Owner hereinafter referred to as the Said Unit above along with undivided indivisible proportionate share of land more fully described and mentioned in the **Part –I of the SECOND SCHEDULE** hereto below including common service area at the cost of **Rs.,00,000/- (RupeesLakhs) only** .

AND WHEREAS the Developer herein accepted the said offer and have agreed to sell ALL THAT Said Unit in complete and habitable condition in all manners whatsoever more fully mentioned in the Second Schedule hereunder written together with undivided proportionate share of right , title and interest of the land more fully mentioned in the first schedule hereunder written on which the building in constructed together with all rights privileges in common areas and facilities and utilities provided or to be provided in the Third Schedule hereunder written free from all encumbrances, charges and liens at or for the total consideration of **Rs.,00,000/- (Rupees Lakhs) only** subject to the fulfillment of the terms and conditions hereunder written .

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

1) **TITLE & PLANS** : That the Purchasers have inspected the relevant documents , deed and records, sanction building plan measurement , quality of the said Unit and satisfied **themselves** about the right, title, interest , possession of the Owner as well as right of the Developer in the said land as well as right of the Developer in the Building . The Purchasers have also inspected , approved, accepted the design and specifications and amenities provided in the said sanctioned Building Plan and covenants not to raise any objection thereto or make any requisition in connection therewith.

1.i) The Purchasers have also seen and inspected the said plan sanctioned by The Kolkata Municipal Corporation in respect of the Building and have fully satisfied **themselves** about the validity thereof and agrees and covenants not to raise any objection with regard thereto.

1.ii) The Purchasers doth hereby consent and confirm that the Developer shall be at liberty to have the sanctioned plan modified and/or altered PROVIDED THAT in case by such modification or alteration, the Purchaser's Unit be affected then the Developer shall take a consent from the Purchasers for such modification or alteration.

2. **SALE OF PROPERTY AND CONSIDERATION** : The Developer agrees to sell **ALL THAT** the said Unit, **residential Flat being No. "....." measuring carpet area about**

.....(.....) Square Feet be the same a little more or less on the side of the Floor consisting of(.....) Bed Rooms, 1 (One) Kitchen ,1 (One) Dining Space , 1 (One) Toilet , 1 (One) W.C and 1 (One) Verandah AND one parking space(under the Roof) being No..... measuring covered area about 135 (One Hundred and Thirty Five) Square feet on the parking space of the Ground Floor in habitable condition of the said under construction building more fully and particularly mentioned and described in the Part – I of the Second Schedule hereunder written **TOGETHER WITH** the said share in the said premises **TOGETHER WITH** proportionate undivided indivisible share in the common Parts & portion and installations more fully and particularly mentioned and described in **PART - I** of the **FOURTH SCHEDULE** hereunder written attributable to the said Flat specifically mentioned and described in **SECOND SCHEDULE** and the Purchasers agree to purchase the same at and for the consideration mentioned in **PART -I** of the **THIRD SCHEDULE** hereunder written payable by the Purchasers to the Developer in installments as mentioned in **PART - II** of the within stated **THIRD SCHEDULE** on and subject to the terms and conditions contained herein.

2.1 Time for payment of the consideration and other amounts hereunder by the Purchasers to the Developer shall be the essence of the contract.

3. UNIT CONSTRUCTION : Subject to the Purchasers making payment of the consideration within the due dates stipulated hereunder and complying with **their** other obligations hereunder contained and subject to force majeure, the Developer will construct, complete the construction of and make tenantable the said Unit in accordance with the Plan and in the manner and with the specifications, mentioned in **PART - II** of the **SECOND SCHEDULE** hereunder written and within the period mentioned in **PART - II** of the within stated **FOURTH SCHEDULE** and shall install and complete the common Areas and installations in the said Building mentioned in **PART - I**, of the within stated **FOURTH SCHEDULE** within a reasonable time thereafter.

4. POSSESSION AND CONVEYANCE : That the developer shall give a Seven days notice in written to the purchasers for payment of installment as per schedule of work as mentioned in the **PART - II** of the **THIRD SCHEDULE** hereunder written and the purchasers pay the said demanded money within time and Upon making the Said Unit tenantable the Developer shall give a notice in writing thereof to the Purchasers who shall **within 15 (fifteen) days** of its service pay the entire balance consideration and all other amounts and deposits payable by the Purchasers to the Developer for sale of the Unit and fulfill all **their** other covenants hereunder and complete the purchase of the said Unit and take possession of the said Unit.

4.1 It is expressly agreed understood and clarified as follows:-

(i) The Developer and Owner shall not be liable to deliver possession of the said unit to the purchasers nor to execute any sale Deed or other instruments until such time the Purchasers make payment of all amounts agreed and required to be paid hereunder by the Purchasers and the Purchasers have fully performed all the terms conditions and covenants of this Agreement.

(ii) It will not be necessary for the Developer to complete and install all the common areas and installations before giving the notice to the Purchasers to take possession in terms of **clause 4** hereinabove. The said Unit shall be deemed to be in a habitable condition as soon as the same is completed internally in accordance with the specification mentioned in **PART - II** of the **SECOND SCHEDULE** hereunder written the entrance lobby of the building is completed, is made operative and water drainage sewerage and permanent electricity connections (at the cost of the purchasers) are provided in or for the said Unit.

(iii) The Purchaser's liabilities and obligations towards payment of common expenses, rates and taxes and other outgoings payable in respect of the said Unit as well as all or any consequence of default, non performance or delay in performance of all or any of the obligations and covenants as contemplated under the Heading "**Management Maintenance and common enjoyment**" hereunder shall be deemed to have commenced on and from the date of commencement of liability irrespective of when the purchasers takes actual physical possession of the said Unit.

5. EXTRAS AND DEPOSITS/FEES : In addition to the consideration payable by the Purchasers to the Developer on or before taking possession of the said Unit/ Flat as stated hereinabove the Purchasers shall also pay to the Developer :-

i) The full costs charges and expenses for making any additions or alterations and/or for providing at the request of the Purchaser any additional facility and/or utility in or relating to the said Unit in excess of those specified in **PART -II** of the **SECOND SCHEDULE** hereunder written and proportionate share of those costs charges and expenses for providing any additional or extra common

facility or utility to the Co-owners in the said Building in addition to those mentioned in PART-I of the within stated FOURTH SCHEDULE , All the said costs and charges shall be paid by the Purchasers in full or proportionately as the case may be before the work is commenced by the Developer. It is further clarified that if by reason of such additional work any delay is caused in completion of construction of the said Unit and/or the common Areas and Installations ultimately resulting in delay in the delivery of possession of the said Unit by the Developer to the Purchasers, the Developer shall not be liable for any interest damages compensation etc. that may be suffered by the Purchasers.

ii) Expenses , charges and Security deposits for individual meter required to be made for obtaining Electricity connection to the said Unit , proportionate charges for expenses and deposits to be made in providing LT/HT Line , service line , service meter ,cable etc. to the said property and other connected costs and charges on account thereof.

iii) That the Purchasers shall pay the service tax and GST to the developer herein and in addition to that the purchasers shall pay the other taxes to the Developer herein which will be implemented by the Government of West Bengal or Government of India , if applicable.

iv) All stamp fees and registration fees on execution and registration of this agreement and of the sale deed and other documents to be executed and/or registered in pursuance hereof and also all statutory charges payable therefore including the charges of the copywriter for copying of such documents and expenses incidental to registration. The Vendor and the Developer shall be available when called upon by the Purchasers, for admittance of its signatures to the documents executed by them.

v) The Developer shall deliver draft copy of the Deed of Conveyance of the said unit to the purchasers for the approval of the said deed of conveyance. Stamp duty, registration charges, legal fees for advocate and all other incidental charges for such conveyance shall be borne by the purchasers and then Vendors and Developer shall register the said Deed of Conveyance in favour of the purchasers through the Advocate of the Developer and shall also procure the execution of the said Deed of Conveyance.

6. MANAGEMENT, MAINTENANCE AND COMMON ENJOYMENT : As a matter of necessity, the ownership and enjoyment of the said Unit by the Purchasers be consistent with the rights and interest of all the Co-owners and in using and enjoying the said Unit and the Common Areas and Installations, the Purchasers binds themselves and covenants:-

a) To co-operate with the Maintenance In-charge in the management and maintenance of the said property and other common purposes and formation of the Association.

b) To observe and perform the rules regulations and restrictions from time to time in force for the quiet and peaceful use enjoyment and management of the said property and in particular the Common Areas and Installation and other common purposes.

c) To allow the Developer and his authorized representatives with or without workmen to enter into the said Unit at all reasonable times for construction and completion of the building 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 said Unit within seven days of giving of a notice in writing by the Developer to the Purchasers thereabout.

d) To use the said Unit only for the private dwelling and residence in a decent and respectable manner and for no other purposes (such as Guest House, Boarding & Lodging House, Hotel, Nursing Home, Meeting Place, Club, Eating & Catering Centre, Hobby Centre or any commercial, manufacturing or processing work etc.) whatsoever without the consent in writing of the Owner and Developer first had and obtained.

e) Not to use the roof of the building or other Common Areas and Installations for bathing or other undesirable purposes or such purpose which may cause any nuisance or annoyance to the other Co-owners.

f) To use the common Areas and Installations only to the extent required for ingress to and egress from the said Unit of men and materials and passage of utilities and facilities.

g) To keep the common areas, open spaces, paths, passages, staircases, lobby, landings etc., in the property free from obstructions or encroachments and in a clean and orderly manner and not to store or allow any one to store any goods articles or things therein or thereat or in an other common areas of the said property.

h) Not to claim any right whatsoever or howsoever over any unit or portion in the said premises save and except the said Unit.

i) Not to put any nameplate or letter box or neon-sign or board in the common areas or on the outside wall of the building save a letter-box at the place in the ground floor as be expressly approved or provided by the Owner and Developer and a decent nameplate outside the main gate of **their** Unit.

j) Not to alter the outer elevation of the building or any part thereof nor decorate the exterior of the building or the said property 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.

k) Not to deposit or throw or permit to be deposited or thrown any rubbish or refuse or waste in the roof, staircase, lobby, landings, pathways, passages or in any other Common Areas and Installations or in any other portion of the said property nor into lavatories, cisterns, water or soil pipes serving the Building nor allow or permit any other Co-owner to do so.

l) Not to commit or permit to be committed any alteration or changes in pipes, conduits, cables and other fixtures and fittings serving the other units in the building.

m) To keep the said Unit and party walls, sewers, drains pipes, cables, wires, entrance and main entrance serving any other Unit in the building in good and substantial repair and condition so as to support shelter and protect and keep habitable the other units / parts of the building and not to do or cause to be done anything in or around the said 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 said Unit. In particular and without prejudice to the generality to the foregoing, the Purchasers doth hereby covenant that the Purchasers shall not make any form of alteration in the beams and columns passing through the said Unit or the common areas for the purpose of making changing or repairing the concealed wiring and piping or otherwise.

n) Not to carry on or cause to be carried on any obnoxious injurious noisy dangerous hazardous illegal or immoral deed or activity in or through the said Unit.

p) To abide by and observe and perform all the relevant laws, norms, terms, conditions, rules and regulations with regard to user and operation of water, electricity, drainage, sewerage, and other installations and amenities at the said Property and rules made there under and shall indemnify and keep the Vendor saves harmless and indemnified from and against all losses damages costs claims demands actions and proceedings that it may suffer or incur due to any non compliance, non performance, default or negligence on its part.

q) To apply for and obtain at their own costs separate assessment and mutation of the said Unit in the records of The Kolkata Municipal Corporation.

7. The Purchasers hereby agrees and undertake to become a member of the Association that may be formed by the Developer as and when decided by the Developer but no prior to completion of the construction of the said building and until payment of all dues payable to the Developer in terms of the said Deed of Conveyance for the purpose inter-alia of maintenance of common parts and common portion and for maintenance of the building in the said property and to signed execute such paper and documents as may be required in that behalf by the purchasers and the Owner and Developer all other co-owner shall bear and pay cost of acquisition or formation as the case may be and the expenses of any existing association if nominated or association that may form as aforesaid prorata basis i.e. in the portion which the area of the unit shall bear to the total unit up area and shall pay for an acquire and hold membership by contributing by membership fees upon nomination or formation of such association the Owner and Developer shall handover the charge of maintenance etc. to such association by notice along with all unspent fund and deposits lying with the Developer , if any.

That from the date of possession of the Said Unit the Purchasers herein shall pay the proportionate share of maintenance charges for all the common areas and facilities as specified in the Fourth Schedule hereunder written and pay all taxes thereof proportionately until the separate assessment.

8. **DEFAULTS** : : In that event of any default on the part of the purchasers in making payment balance consideration money as stated in the **PART -II** of the **THIRD SCHEDULE** or any other amount the purchasers shall liable to pay interest at the rate of **4% (Four) percent per month** PROVIDED HOWEVER if such default shall continue for a period of three months from the date of notice served by the Developer to the purchasers and due amount not paid by the purchasers , then in that event and without prejudice to other rights the Developer shall be entitled to rescind or cancel this agreement and the Developer shall become entitled to enjoy and / or transfer the said Unit to any person without in any way becoming liable to the Purchasers and upon the Developer having entered into a contract for sale of the said Unit with any new buyer or buyers, the Developer shall refund to the Purchasers the earnest money paid by the Purchasers to the Developer after deduction of a sum equivalent to **15% (Fifteen percent) thereof** as and by way of pre-determined compensation/liquidated damages. The refund money shall however be paid by the developer to the purchasers only after the said Unit has been re-booked to a new buyer and sufficient amount received.

If the Purchaser wants to cancel the Agreement due to their personal reasons in that case the developer shall accept the same and shall return the advance money as paid by the purchasers to the Developer on the date of cancellation after deducting the damages @15% on the amount as paid by the purchasers to the Developer. The refund money shall however be paid by the developer to the purchasers only after the said Unit has been re-booked to a new buyer and sufficient amount received. Be it further mentioned here that If the Developer fails to give the possession of the habitable and complete flat to the purchasers within the stipulated period as aforesaid in such case the Developer will bound to give interest @4% per month to the Purchasers on the consideration so paid by the purchasers and such interest shall be calculated from the target date of delivery of possession to the actual date of delivery of possession to the Purchasers .

In the event of such termination or recession of the Agreement as mentioned above the purchasers shall forfeit all the rights over and in respect of the said unit and the undivided proportionate share in the land and the same shall entirely vest in the Developer and the Developer shall be entitled and is hereby authorized by the purchasers to sell transfer alienate or encumber the said unit and the undivided share in the land without any interference from the purchasers or any other person claiming through them or their on it.

9. FORCE MAJEURE : The following shall be included in the reasons beyond the Developer's control for giving possession of the said Unit to the Purchaser :

(a) Storm, tempest, flood, earthquake and other Acts of God or Acts of Government, Statutory Body etc.;

(b) Strike, riot, mob, air raid, order of injunction or otherwise restraining development or construction at the said property by the Court of Law, Tribunal or Statutory Body , scarcity or non availability of building materials equipments or labourers, changes in laws for the time being in force resulting in stoppage of construction at the said property.

10. The Developer shall make available to the legal adviser/ Advocate of the Purchasers , at his office all relevant title and other deeds pertaining to the property agreed to be sold, inclusive of all receipts of taxes and any document showing actual possession of the Developer for his inspection and opinion.

11. All letter , receipt and /or notices issued by the developer and dispatched by the registered post with A/D to the address last known of the Purchasers will be defined to be sufficient proof of dispatch of the same by the Developer and thereby lawful service shall be presumed.

12. That from the date of possession of the Said Unit the Purchasers herein shall pay the proportionate share of maintenance charges for all the common areas and facilities as specified in the Fourth Schedule hereunder written and pay all taxes thereof proportionately until the separate assessment of their Unit is made.

13. That the Purchasers shall have the liberty to inspect the progress and Quality of construction work of the Building during the working hours with notice to the Developer without causing any kind of obstruction or interference in the smooth work of construction of the building.

14. In all matters relating to construction, measurement and specification, decision of the Architect shall be final and binding on the parties.

15. THIS AGREEMENT shall remain completely personal to the purchasers above named and the purchasers hereby agrees not to assign and transfer and/or part with the said unit and the undivided share without the consent in writing of the Developer.

16. That after the execution of this Agreement for sale the Developer shall be entitled to handover all true copies of relevant Deed and documents , copy of sanction Plan to the Purchasers for obtaining housing loan from any financial institution or bank and co-operate the purchasers in all possible manner for signing all papers and documents as per the requirement of the Bank or Financial Intuition for obtaining such housing Loan.

17. Before the date of possession the Purchasers shall pay to the developer all amounts becoming due and payable in pursuance of this Agreement for sale.

18. The purchasers agree and covenants with the Developer:

i) Not to claim any right or possession over and in respect of the said unit till such time the purchasers have made and/or deposited all the amounts herein agreed to be paid or deposited by the Purchasers.

ii) Only the **residential Flat being No. "....." measuring carpet area about(.....) Square Feet be the same a little more or less on the side of the Floor consisting of(.....) Bed Rooms, 1 (One) Kitchen ,1 (One) Dining Space , 1 (One) Toilet , 1 (One) W.C and 1 (One) Verandah AND one parking space(under the Roof) being No..... measuring covered area about 135 (One Hundred and Thirty Five) Square feet on the parking space of the Ground Floor in habitable condition of the Building is the sealable Unit by this Agreement for sale.**

iii) The open area in the building as well as the premise including all open car parking space which are not required for egress and/or ingress from the unit and/or the areas which do not form part of the common area or parts will be the exclusive property of the owners/developer with absolute right to sell transfer and/or any otherwise dispose of the same or any part thereof.

19. ARBITRATION : All disputes and differences by and between the parties hereto in any way relating to or connected with the said Unit and / or this Agreement and / or anything done in pursuance hereof shall be referred for arbitration to such person as be appointed by the parties hereto and the same shall to be adjudicated in accordance with the Arbitration and Conciliation Act, 1996 as modified from time to time. The Arbitrator shall have the right to proceed summarily and to make interim awards.

20. JURISDICTION : Only the Court within the jurisdiction of the Civil Court at Alipore 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 there with including the arbitration as provided hereinabove.

FIRST SCHEDULE ABOVE REFERRED TO
"SAID PREMISES "

ALL THAT piece and parcel of land measuring an area 3(Three) Cottahs 8(Eight) Chittaks be the same a little more or less together with two storied building standing thereon measuring a covered area 1200 Sq. ft. on the Ground Floor and 800 Sq. ft. on the First Floor lying and situate at being Municipal Premises No. 19M, Mohan Chand Road, Police Station – Watgunge, within the municipal limits of the Kolkata Municipal Corporation under Ward No. 76, Kolkata – 700 023, District – South 24 Parganas, butted and bounded as follows :-

ON THE NORTH	::	Premises No. 19G, Mohan Chand Road ;
ON THE SOUTH	::	Premises No. 19S, Mohan Chand Road ;
ON THE EAST	::	10’-9” wide K.M.C. Road ;
ON THE WEST	::	12 ft. wide K.M.C. Road.

THE SECOND SCHEDULE ABOVE REFERRED TO
(PART - I)
"SAID UNIT"

ALL THAT self contained residential Flat being No. “.....” measuring carpet area about(.....) Square Feet be the same a little more or less on the side of the Floor consisting of(.....) Bed Rooms, 1 (One) Kitchen ,1 (One) Dining Space , 1 (One) Toilet , 1 (One) W.C and 1 (One) Verandah AND one parking space(under the Roof) being No..... measuring covered area about 135 (One Hundred and Thirty Five) Square feet on the parking space of the Ground Floor in habitable condition of the said under construction building at Municipal Premises No. 19M, Mohan Chand Road, Police Station – Watgunge, within the municipal limits of the Kolkata Municipal Corporation under Ward No. 76, Kolkata – 700 023, District – South 24 Parganas, TOGETHER WITH the undivided impartible proportionate share of land at the said property together with the common portion including the staircase up to the roof and other common areas, paths, ways, exit and entry ways, lift, installations, water tank, water reservoir, roof, drains, sewers, comprised in the building in the said premises specifically mentioned in **Fourth Schedule** below TOGETHER WITH all the easement rights pertaining to the said building and premises would be held and enjoyed by the Purchaser with the other Co-owners of the said building.

PART - II
(SPECIFICATIONS & AMENITIES)

Foundation Building : Building designed on RCC frame building and foundation and masonry wall provided with Durgapur TMT (ISI) grand S.E. 450 to 500 steel and Ultratech / Ambuja cement.

Walls : 200 mm thick brick work for external wall and 125 / 75 mm thick brick work in wire for internal walls and P.O.P. over cement plastering and Acrylic / Texture paint ICI weather shield / Berger weather coat.

- : 13 : -

- Windows** : Glazed aluminum sliding windows with Anodized section with M.S. Box Grill of 12 mm Sq. Bar.
- Doors** : Wood frame and wooden flush door at entrance and all the internal will be flush doors and PVC door for bathroom.
- Flooring** : Tiles at Bed room, Drawing room.
- Kitchen** : Tiles floor, Marble Kitchen counter Top 2'-0" wide with stainless steel sink of reputed make.
- Sanitary Ware** : Standard fittings of white commode and basin of reputed make.
- Bathroom** : Flooring in Tiles, Walls with ceramic tiles up to the height of the door and ISI C.P. fitting of reputed make with hot / cold line, and every flat in respect of the Owner allocation will be consist of two numbers of bath cum privy.
- Electrical Installations** : Concealed copper wiring with wire and Modular switches of standard company and Air condition point in living room and all Bed rooms.
- Elevator** : Adequate capacity Adams.
- Water** : Round the Clock running supply.
- Lobby** : IPS Flooring / Creazy Floor.
- Lift** : Adams (four passengers)

Extra work:

Any extra work other than our standard specification shall be changed extra as decided by authorized engineer and such amount shall have to be deposited before the execution of the said extra work.

THE THIRD SCHEDULE ABOVE REFERRED TO

(PART - I)

(CONSIDERATION)

Total consideration on account of the self contained **residential Flat being No. "....."** measuring carpet area about(.....) Square Feet be the same a little more or less on the side of the Floor consisting of(.....) Bed Rooms, 1 (One) Kitchen, 1 (One) Dining Space, 1 (One) Toilet, 1 (One) W.C and 1 (One) Verandah AND one parking space (under the Roof) being No..... measuring covered area about 135 (One Hundred and Thirty Five) Square feet on the parking space of the Ground Floor in habitable condition of the said **under construction building** at Municipal Premises No. 19M, Mohan Chand Road, Police Station – Watgunge, within the municipal limits of the Kolkata Municipal Corporation under Ward No. 76, Kolkata – 700 023, District – South 24 Parganas, is **Rs.,00,000/- (Rupees Lakhs) only** to be paid by the Purchasers and the purchasers have paid a sum of **Rs.,00,000/- (Rupees Lakhs) only** by way of earnest and in part- payment of the consideration money at the time of this agreement which the Developer do hereby admit and acknowledge. The purchaser shall undertake to pay the balance consideration amount by installments as hereunder written as terms of payment, time being the essence of the contract.

PART - II

(INSTALLMENT OF PAYMENT)

Rs.

Particulars	Rs.
At the time of the sign of this Agreement	.,00,000/-
At the time of completion of brick work of 1 st floor	.,00,000/-
At the time of commencement of inside plaster work of 1 st floor	.,00,000/-
At the time of commencement of Outside plaster of 1 st Floor	.,00,000/-
At the time of commencement of flooring and Grill work of 1 st floor	.,00,000/-

At the time of commencement of Electric and Plumbing Work of 1 st floor	.,00,000/-
On possession of Respective Unit or time of Registration. (whichever is earlier)	.,00,000/-
Total	.,00,000/-

THE FOURTH SCHEDULE ABOVE REFERRED TO

(PART - I)

(COMMON PARTS AND COMMON PORTIONS & INSTALLATION)

1. **AREAS**
 - a) Entrance and exits to the premises and the Building
 - b) Boundary walls and main gate of the premises.
 - c) Stair case, stair head room and lobbies on all the floors.
 - d) Entrance lobby, electric/utility space, water pump room, if any, Common installations on the roof and in the ground floor and also in each floor.
 - e) Right to access on the roof above the top of the floor of the Building.
 - f) The open land in the premises, foundation columns, beams, supports, common passage, and boundary walls of the building.

2. **WATER PLUMBING AND DRAINAGE**
 - a) Drainage and sewerage lines and other installations for the same (except only those as are installed within the exclusive area of any unit/ or exclusively for the same.
 - b) Water supply system of the whole building.
 - c) Water pump, underground and over head water reservoirs together with all common plumbing, installations for carriage of water (save only those are within the exclusive area of any unit and/ or exclusively for its use.

3. **ELECTRICALS INSTALLATIONS**
 - a) Electrical wiring and other fittings (excluding only those as are installed within the exclusive area of any unit/ or exclusively for its use)
 - b) Lighting of common portions.
 - c) Electrical installations for receiving electricity from suppliers and meters for recording the supply.
 - d) Electric installation for any machinery.
 - e) Machineries and accessories, if any.(at extra cost).
 - f) Lift
4. **OTHERS.**
 - a) Such other common parts, areas, equipments, installations, fittings, fixtures and spaces in or about the premises and the Building as are necessary for passage to and/or user of the units in common by the Co-owners.

(PART - II)

(PERIOD OF CONSTRUCTION OF UNIT)

The unit described in the **SECOND SCHEDULE** hereinabove written shall be constructed and completed within the(.....) **months** from execution of this Agreement and period shall automatically stand extended by the period of delay in course of the works done under **clause 5.(i)** of the works and/or by the period of default in terms of **clause 8.** herein above.

THE FIFTH SCHEDULE ABOVE REFERRED TO

(COMMON EXPENSES FOR MAINTENANCE AND MANAGEMENT)

- a) The expenses of administration, maintenance, repairs, refreshment of the common parts and equipments and accessories and common areas and facilities including white washing painting and decorating the exterior portion of the said building, the boundary walls, entrance, stairs and it's landing, gutters, rain water pipes, motor pumps, water and pipes, electric wiring and installations, swears, drains and all other common parts, fixtures, fittings and equipments or upon the building enjoyed on used in common by the Purchaser, Co-Purchasers or other occupiers.

- : 15 : -

- b) To cost cleaning maintaining and lighting the main entrances, passages landings, staircase and other parts of building as enjoyed or used in common by the occupiers of the said building.
- c) The salaries of manager, clerks, bill collectors, chowkidars, plumbers, sweepers and other staff for maintenance work.
- d) All charges and deposits for suppliers of common utilities.
- e) The Cost of working, repair, refreshment and maintenance of pump and plumbing works including all over service charge for the service to be rented in the common to all the co-owner.
- f) Municipal Tax and other taxes both owner and co-owner and other outgoing etc. save those expressly or separately assessed on the purchaser or other co-owners or on the respective units.
- g) All electricity charges payable for the common portion of the said building.
- h) Insurance premium for insuring the building against earth quake free, lighting mob damage, civil commotion etc.
- i) All litigation expenses appertaining to the maintenance and protection of the building and the disputes regarding claims and/or demands for Municipal Corporation and/or other local authority.
- j) Such other expenses including painting and stationary also litigation expenses include in respect of any dispute with the Municipal Corporation, Improvement Trust, CMDA and other local authorities, government or any other persons relating to or as may be demand by the association or co-owner or any ad-hoc committee to be necessary or incidental to the maintenance and up kip of the said building.

IN WITNESS WHEREOF the PARTIES hereto set and subscribed their respective hands and this the day, month and year first above written.

SIGNED SEALED AND DELIVERED

By the PARTIES at Kolkata

In the Presence of :-

WITNESSES :-

1.

SIGNATURE OF DEVELOPER /VENDOR

Constituted Attorney of Biswajit Ghosh .
SIGNATURE OF THE OWNER/ VENDOR

2.

SIGNATURE OF THE PURCHASER

Drafted by me :-

.....

**Advocate,
Alipore Judges Court .
Kolkata-700027
Mobile:
.Computer Print By :**

Alipore Police Court. Kolkata - 7000 27.

MEMO OF CONSIDERATION :

RECEIVED on and from above named Purchaser the within mentioned sum of **Rs.,00,000/- (Rupees..... Lakhs) only** being as earnest money and /or part consideration money of the SAID UNIT as per memo hereunder written :-

MEMO

S/L No	Cheque No	Dated	Bank	Branch	Rs.
				Total,00,000

(RUPEESLAKHS) ONLY

WITNESSES :-

1.

2.

SIGNATURE OF DEVELOPER /VENDOR

Schedule : A - Please Insert Description of the [Apartment/ Plot] and the Garage/ closed parking (If Applicable)along with boundaries un all four directions

On the North: Pre-No. 19G, Mohan Chand Road

On the South: Pre-No. 19S, Mohan Chand Road

On the East: Pre-No. 10'-09" wide K.M.C Road

On the West: 12'-00" wide K.M.C Road

The latitude and longitude of the end points of the project:

22°32'33.9"N / 88°19'19.7"E

22°32'33.6"N / 88°19'19.7"E

22°54'26.6"N / 88°32'26.6"E

22°54'26.1"N / 88°32'26.6"E

Schedule- B: Floor Plan of the Apartment

- Foundation Building:** Building designed on RCC frame building and foundation and masonry wall provided with Durgapur TMT (ISI) grade S.E. 450 to 500 steel and Ultra tech / Ambuja cement.
- Walls** : 200 mm thick brick work for external wall and 125 / 75 mm thick brick work in wire for internal walls and P.O.P. over cement plastering and Acrylic / Texture paint ICI weather shield / Berger weather coat.
- Windows** : Glazed aluminum sliding windows with Anodized section with M.S. Box Grill of 12 mm Sq. Bar.
- Doors** : Wood frame and wooden flush door at entrance and all the internal will be flush doors and PVC door for bathroom.
- Flooring** : Tiles at Bed room, Drawing room.
- Kitchen** : Tiles floor, Marble Kitchen counter Top 2'-0" wide with stainless steel sink of reputed make.
- Sanitary Ware** : Standard fittings of white Commode and basin of reputed make.
- Bathroom** : Flooring in Tiles, Walls with ceramic tiles up to the height of the door and ISI C.P. fitting of reputed make with hot / cold line, and every flat in respect of the Owner allocation will be consist of two numbers of bath cum privy.
- Electrical Installations** : Concealed copper wiring with wire and Modular switches of standard company and Air condition point in living room and all Bed rooms.
- Elevator** : Adequate capacity Adams.
- Water** : Round the Clock running supply.
- Lobby** : IPS Flooring/ Creazy Floor.
- Lift** : Adams (four passengers)

Extra work:

Any extra work other than our standard specification shall be changed extra as decided by authorized engineer and such amount shall have to be deposited before the execution of the said extra work.

Schedule C : Payment By the Allottee

Particulars	Rs.
BOOKING AMOUNT	10,00,000
COMPLETION OF FOUNDATION	10%
First Floor Casting	10%
Second Floor Casting	10%
Third Floor Casting	10%
Fourth floor Casting	10%
Roof Top Casting	10%
Respective Floor Brick Work	10%
Respective Floor Inside Plaster	5%
Respective Floor Outside Plaster	5%
Respective Floor Flooring	10%
Respective Floor Sanitary Fittings	10%

By order of the governor

ONKAR Singh MEENA
Secretary to the government of West Bengal