

AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE made this _____ day of _____, Two
Thousand and Twenty Five (2025) in the Christian Era;

BETWEEN

1) M/S. SREE SIDHAYE DEVELOPERS PRIVATE LIMITED, (PAN: ABEC54069F), a Private Limited Company incorporated under the Companies Act, 1956 Company within the meaning of the Companies Act, 2015, having its registered office at P-158, Nazrul Islam Avenue, Kolkata-700054, duly represented by its Directors namely - **1) MR. RAHUL KUMAR SINGH, (PAN: FESPS1795P) (AADHAAR NO. 3209 8186 1928),** son of Sri Goutam Kumar Singh, by faith - Hindu, by Occupation - Business, by Nationality - Indian, residing at "Building No.P-158, Nazrul Islam Avenue, CIT Scheme, VII-M, Ultadanga, P.O Ultadanga, P.S. Kankurghachi, Kolkata-700054 and **SRI SANJOY BANERJEE (PAN : AJLPB4137B & AADHAAR CARD NO. 9495 4754 6752 & MOBILE NO. 98318 23226),** son of Late Sachindra Nath Banerjee, by faith: Hindu, by occupation: Business, residing at 6, Banstala Lane, Post Office: Sahapur, Police Station: Behala, Kolkata 700038, in the District: South 24-Parganas, West Bengal, India hereinafter called and referred to as the **"OWNERS/FIRST PARTIES"** (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**

AND

_____ (**PAN:** _____ **& AADHAAR NO.** _____ **& DATE OF BIRTH.** _____) (**MOBILE NO.** _____) son/daughter/wife of _____, by Occupation - _____, by faith - Hindu/ Christian/Muslim, by Nationality - Indian, residing at _____, _____ Road, Post: _____, Police Station: _____, Kolkata - _____, West Bengal, India, hereinafter solely/jointly 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 h is/her/their respective heirs, executors, administrators, legal representatives and assigns) of the **SECOND PART**

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

RECITAL:

WHEREAS at all material point of time and for all intents and purposes one **Jaladhar Ghosh**, was absolutely seized and possessed of or otherwise well and sufficiently entitled to his other properties at Mouza Muradpur amongst of **ALL THAT** piece and parcel of the Bastu Land measuring an area **03 Cottahs 00 Chittaks 06 Sq. Ft.** be the same a little more or less lying and situated at **Mouza: Muradpur, J.L. No.13, R.S. No.192, Touzi Nos.74-77, 82, Pargana Magura, under Khatian No.289, in Dag No.129, formerly within the limit of the South Suburban Municipality at present within the limit of the Kolkata Municipal Corporation, under Ward No.123, under Police Station Thakurpukur now Haridevpur, in the District of South 24-Parganas** and during his life time he was exercising all his rights of ownership thereof by paying the rates and taxes regularly to the Authority Concern.

AND WHEREAS after demised of the said **Jaladhar Ghosh**, his two sons namely **Lalit Mohan Ghosh and Pulin Behari Ghosh** became the joint owners of the aforesaid property who according to the then **Hindu Succession** duly acquired the properties left behind by their deceased father namely - **Jaladhar Ghosh** by way of inheritance in ejmali.

AND WHEREAS thereafter the aforesaid two owners i.e. **Lalit Mohan Ghosh and Pulin Behari Ghosh** amicably demarcated and partitioned their property by executing registered **Deed of Partition on 22.04.1947** duly registered at the **Joint Sub-Registrar Office of Alipore at Behala** and recorded in **Book No.1, Volume No.28 Pages 60 to 65, Being No.1263 for the year 1947** and by virtue of the said partition the said **Pulin Behari Ghosh**, since deceased, got demarcated properties mentioned in the **Schedule "Kha"** therein under **Dag No. 129** and thereafter the said **Pulin Behari Ghosh**, conveyed, transferred and assigned several plots of land to the different persons.

AND WHEREAS thereafter on **13th day of November, 1963** corresponding to **26 day of Kartick the Bengali year of 1370 B.S.** the said **Pulin Behari Ghosh**, sold, conveyed, transferred and assigned a plot of land measuring an area **03 Cottahs 00 Chittaks 06 Sq. Ft.** more or less unto and in favour of **Smt. Anima Biswas** for a valuable consideration by a **Registered Bengali Deed of Sale**, registered at **The Joint Sub-Registrar Office Of Alipore At Behala** and recorded in **Book No. I, Volume No. 88, Pages from 63 to 67, Being No.5380 for the year 1963** and after purchase of the said landed property said **Smt. Anima Biswas** mutated her name in the record of the then **South Suburban Municipality** as Owner/Assessee in respect of her aforesaid purchased land and during her life time she was enjoying all her right, title and interest of ownership in respect thereof by paying the rates and taxes regularly to the Authority Concern.

AND WHEREAS thereafter on **10.11.1966** the said **Smt. Anima Biswas** obtained a Building sanction plan from South Suburban Municipality being **Building Plan No.751** and constructed a residential house at her aforesaid land.

AND WHEREAS the said **Smt. Anima Biswas**, during her life time and at the time of her death, was a Hindu Governed by the Dayabhaga School of Hindu law of Succession died intestate **30th day of June, 2003** leaving behind her surviving husband namely - **Sri Biswa Ranjan Biswas** and her only son namely - **Sri Arun Kumar Biswas** as her only legal heirs and successors, to inherit the said property left behind by her as per the law of inheritance then prevailing amongst the Hindus Governed by the Dayabhaga School of Hindu Law of Bengal and accordingly the said **Sri Biswa Ranjan Biswas and Sri Arun Kumar Biswas** become the joint owners of the said property left behind by the said deceased **Anima Biswas** by way of inheritance and have been jointly, seized and possessed the said property as absolute owners thereof.

AND WHEREAS by virtue of a registered **Conveyance Dated 10.03.2006** made between **Sri Biswa Ranjan Biswas** son of Late Jitendra Nath Biswas and **Sri Arun Kumar Biswas** son of Sri Biswa Ranjan Biswas therein mentioned as the **Vendors** of the **One Part** and **Sri**

Nirmal Kumar Das therein mentioned as the **Purchaser** of the **Other Part** and for the valuable consideration the said Vendors sold, conveyed, transferred assigned and assured unto and in favour of the purchaser of **ALL THAT** piece and parcel of Bastu land admeasuring an area **03 Cottahs 00 Chittaks 06 Sq. Ft.** be the same a little more or less together with 100 sq. ft. R.T. Shed structure lying and situated **at Mouza: Muradpur, J.L No.13, R.S. No.192, Touzi Nos. 74- 77, 82, Pargana Magura, under Khatian No.289, in Dag No.129, within the present limit of the Kolkata Municipal Corporation (S. S. Unit), under Ward No.123 formerly within South Suburban Municipality, Behala being Municipal Premises No.320, Nabalia Para Road, under Police Station Thakurpukur now Haridevpur, Kolkata-700008, in the District of South 24-Parganas**, hereinafter called and referred to as the "said Property" together with all right, title and interest and right of easements thereto and the said conveyance is registered in the office of the **A.D.S.R. Behala** and recorded in **Book No. 1, Being No.7971 for the year 2006** and by way of the aforesaid purchase the said purchaser namely **Sri Nirmal Kumar Das**, become absolute owner of the said property and seized, possessed and occupy the same by paying rents and taxes to the Authority concern.

AND WHEREAS while thus seized, possessed and occupied of the said property as owner said **Sri Nirmal Kumar Das** mutated his name in respect of the said property in the record of the **Kolkata Municipal Corporation (S.S. Unit) being Assessee No.41-123-13-0334-4** and has been exercising all acts of ownership in respect thereof by paying the taxes regularly to the Authority.

AND WHEREAS in the manner aforesaid the said **Sri Nirmal Kumar Das**, son of Late Sridhar Chandra Das, the Vendor no.1 therein, became the sole and absolute owner of all that **ALL THAT** piece and parcel of Bastu land measuring an area **03 Cottahs 00 Chittaks 06 sq. ft.** be the same a little more or less together with 100 sq. ft. R.T. Shed structure lying and situated **at Municipal Premises No.320, Nabalia Para Road, in Mouza Muradpur, J.L. No.13, R.S. No. 192, Touzi Nos. 74-77, 82, Pargana Magura, under Khatian No.289, in Dag No. 129, within the present limit of the Kolkata Municipal**

*Corporation (S. S. Unit) at Municipal premises No.320, Nabalia Para Road, under Ward No. 123, under Police Station: Thakurpukur now Haridevpur, in the District of South 24-Parganas being Assessee No.4-11-231-30334-4 more fully and particularly mentioned and described in the **SCHEDULE "A" in PART-I**, hereunder written.*

AND WHEREAS by virtue of a **registered Bengali Sale deed dated 8th Magh, 1370 B.S. corresponding to 01.02.1964** made between **Sri Pulin Behari Ghosh**, son of late Jaladhar Ghosh therein mentioned as the Vendor of the one part and **Sri Sreedhar Chandra Das**, son of Late Bhusan Chandra Das since deceased, therein mentioned as the Purchaser of the other part and for the valuable consideration the said Vendor sold, conveyed, transferred assigned and assured unto and in favour of the purchaser **ALL THAT** piece and parcel of Bastu land measuring an area **03 (three) Cottahs 00 Sft.** be the same a little more or less together with 100 sft. residential R.T. Shed structure lying and situated **at Mouza Muradpur, J.L. No.13, R.S. No.192, Touzi Nos. 74- 77, 82, Pargana Magura under Khatian No.289, in Dag No.129, within the then limit of South Suburban Municipality** now under the limit of Kolkata Municipal Corporation (S. S. Unit) under Police Station: Thakurpukur, in the District of South 24-Parganas together with all right, title and interest and right of easements thereto and the said Sale Deed was registered in the office of the **A.D.S.R. Behala and recorded in Book No. 1, Volume No.3, Pages from 250 to 254, Being No.248 for the year 1964** and by way of the aforesaid purchase the said purchaser namely Sreedhar Chandra Das, become absolutely owner of the aforesaid property and seized possessed and occupy the same by paying rents and taxes to the Authority concern.

AND WHEREAS while seized and possessed of the aforesaid property said **Sreedhar Chandra Das died intestate on 05.01.1971** leaving behind him surviving his widow wife **Smt. Subhadra Das** and his two sons namely **Sri Nirmal Kumar Das** and **Sri Amal Kumar Das** and only daughter namely **Smt. Karuna Das** as his legal heirs, successors and representatives and each of them, according to the Dayabhaga School of Hindu Law of

Succession Act. 1956 have acquired their undivided 1/4th share and interest of the aforesaid property left behind by deceased Sreedhar Chandra Das by way of inheritance in ejmali and they have been joint exercising all acts of ownership in respect thereof without any interference and/or objection from any one in any manner whatsoever.

AND WHEREAS *while thus seized and possessed of the aforesaid property by inheritance the aforesaid owners namely - **Smt. Subhadra Das, Sri Nirmal Kumar Das, Sri Amal Kumar Das and Smt. Karuna Das** applied for mutation of aforesaid property in their name in the Assessment Roll of the Kolkata Municipal Corporation and the same have been mutated in the name of the head of the family namely Smt. Subhadra Das wife of Late Sreedhar Chandra Das without any objection by any one. And the aforesaid property after mutation/assessment have been recorded, known and numbered as **Municipal Premises No.72, Nabalia Para Road, P.S. Thakurpukur now Haridevpur, under the Kolkata Municipal Corporation (S.S. Unit), Ward No. 123, being Assessee No.41-123-13-0070-7 in the District -24-Parganas (South)** and the aforesaid owners have been jointly enjoying and occupying all their right, title and interest by paying the rates and taxes regularly to the Authority Concerned in respect of their aforesaid property.*

AND WHEREAS *while thus seized and possessed of their aforesaid property said owners namely **Smt. Stibhadra Das, Sri Nirmal Kumar Das, Sri Amal Kumar Das and Smt. Karuna Das** by virtue of a registered **Deed of Gift dated 01.07.1985** corresponding to **6th Ashar, 1992** have jointly gifted a demarcated portion of the land measuring an area **01 Cottahs 01 Chittak 23 Sq. Ft.** be the same a little more or less out of **3 Cottahs 6 Sft.** land lying and situated at **Premises No.72, Nabalia Para Road, P.S. Thankurpukur now Haridevpur, under the Kolkata Municipal Corporation, Ward No.123, in the District of South 24-Parganas being Assessee No.41-123-13-0070-7 at Mouza - Muradpur, J.L.No.13, R.S. No.192, Touzi Nos. 74- 77, 82, Pargana Magura, under Khatian No.289, in Dag No.129,** unto and in favour of **Sri Sankar Samanta** son of **Sri Judhistir Samanta**, the vendor no. 2 therein, and the said **Deed of Gift** is registered in the office of the*

A.D.S.R. Behala and recorded in Book No.1, Being No. 922, for the year 1985 and thereafter the aforesaid owners namely Smt. Subhadra Das, Sri Nirmal Kumar Das, Sri Amal Kumar Das and Smt. Karuna Das remains the joint owners of an area of lane measuring 01 Cottahs 14 Chittaks 22 Sq. Ft. of their aforesaid property each having undivided 1/4th share (Each Share Equivalent To 07 Chittaks 11 Sft.) therein and thereat.

AND WHEREAS while seized and possessed of the aforesaid remaining portion of the land measuring an area 01 Cottahs 14 Chittaks 22 Sq. Ft. out of the aforesaid four owners namely Smt. Subhadra Das, Sri Nirmal Kumar Das, Sri Amal Kumar Das and Smt. Karuna Das two owners namely Smt. Subhadra Das and Smt. Karuna Das jointly gifted their respective 1/4th undivided and un-demarcated share of their aforesaid property i.e. **ALL THAT** piece and parcel of the land measuring an area 15 Chittaks 11 Sq. Ft. be the same a little more or less out of remaining land admeasuring 01 Cottahs 14 Chittaks 22 Sq. Ft. lying and situated at Premises No.72, Nabalia Para Road, P.S. Thakurpukur now Haridevpur, under the Kolkata Municipal Corporation, Ward No.123, in the District of South 24-Parganas at Mouza - Muradpur, J.L. No.13, R.S. No. 192, Touzi Nos. 74-77, 82 Pargana Magura, under Khatian No.289, in Dag No.129 unto and in favour of Sri Niladri Das son of Nirmal Kumar Das and the said Deed of Gift was registered in the office of the A.D.S.R. Behala and the said Deed of gift is registered in the office of the D:S.R. Alipore and recorded in Book No. I, Volume No.286, Pages from 267 to 273, Being No. 15415 for the year 1992.

AND WHEREAS thereafter the said Sri Nirmal Kumar Das and Sri Amal Kumar Das jointly seized and possessed of their remaining undivided portion of the land measuring 15 Chittaks 11 Sq. Ft. Being the portion of the Municipal Premises No.72, Nabalia Para Road, Ward No.123, and while thus jointly seized and possessed of their aforesaid property as joint owners thereof, the said Sri Amal Kuamr Das by virtue of a Deed of Gift dated 26.03.2013 gifted his 1/4th undivided and un-demarcated share of his aforesaid

property i.e. **ALL THAT** piece and parcel of his **undivided 1/4th share** and interest of the land measuring **07 Chittaks 30 Sq. Ft.** be the same a little more or less out of remaining land admeasuring **01 Cottahs 14 Chittaks 22 Sq. Ft.** lying and situated at **Premises No.72, Nabalia Para Road, P.S. Thakurpukur now Haridevpur, unded the Kolkata Municipal Corporation, Ward No. 123, in the District of South 24-Parganas at Mouza - Muradpur, J.L. No.13, R.S. No.192, Touzi Nos. 74-77, 82 Pargana Magura, under Khatian No.289, in Dag No.129, unto and in favour of his brother namely Sri Nirmal Kumar Das and the said Deed of Gift is registered in the office of D.S.R. II at Alipore and recorded in Book No. I, CD Volume No. 5, pages from 9519 to 9532, Being No. 3632 for the year 2013.**

AND WHEREAS thus and in the manner aforesaid the said Nirmal Kumar Das and Niladri Das jointly seized and possessed of **ALL THAT** piece and parcel of the land measuring 1 Cottahs 14 Chittacks 22 sq.ft. be the same a little more or less lying at situated at **Mouza - Muradpur, J.L. No.13, R.S. No. 192, Touzi Nos 74-77, 82 Pargana Magura, under Khatian No.289, in Dag No.129, within the present limit of the Kolkata Municipal Corporation (S.S. Unit) being Municipal and mutated their aforesaid property in the records of The Calcutta Municipal Corporation and their property have been assessed as premises no.72A, Nabalia Para Road, P.S. Thakurpukur now Haridevpur, under the Kolkata Municipal Corporation, Ward No. 123, in the District of South 24-Parganas, being Assessee No. 41-123-13-0789-1.**

AND WHEREAS in the manner aforesaid the said **Sri Sankar Samanta** son of Judisthir Samanta, **Sri Nirmal Kumar Das** son of Late Sreedhar Chandra Das, and **Sri Niladri Das** son of Sri Nirmal Kumar Das **the Vendor no 1, 2 & 3 therein**, become the joint owners of **ALL THAT** piece and parcel of Bastu land measuring an area **01 Cottah 01 Chittak 23 Sq. Ft.** be the same a little more or less together with a R.T. Shed structure lying and situated at **Municipal premises No. 72, Nabalia Para Road,** and another Bastu land measuring an area **01 Cottah 14 Chittaks 22 Sq. Ft.** be the same a little more or less together with a R.T. Shed structure, **premises no.72A, Nabalia Para Road, being Assessee No.41-123-**

13-0070-7 and Assessee No. 41-123-13-0789-1, total land measuring about 3 Cottahs 00 Chittaks 00 Sq. Ft, in Mouza: Muradpur, J.L. No.13, R.S. No. 192, Touzi Nos. 74-77, 82, Pargana Magura, under Khatian No.289, in Dag No.129, within the present limit of the Kolkata Municipal Corporation (S. S. Unit) under Ward No. 123, under Police Station Thakurpukur now Haridevpur, in the District of South 24-Parganas, more fully and particularly described in the SCHEDULE - "A" PART-II hereunder written.

AND WHEREAS as both the properties mentioned in SCHEDULE- "A" PART-I and PART- II was/is adjacent to the each other and jointly belonging to aforesaid Owners i.e. the vendor no. 1, 2 and 3 therein and for the proper management and enjoyment of their aforesaid properties the aforesaid Owners, being the vendors therein have jointly decided to amalgamate their SCHEDULE "A" PART- I AND PART-II properties into a single premises and/or single plot of land.

AND WHEREAS for the purpose aforesaid out of the aforesaid three Owners One owner namely **Sri Shankar Samanta son of Yudhisthir Samanta by a registered **Deed of Gift dated 30th November, 2015** gifted a part and portion measuring about **4 Chittacks** out of his total share measuring about **1 Cottah 1 Chittack 23 sq. ft.** be a little more or less lying and situate as **Municipal premises No.72, Nabalia Para Road, under Ward No.123, under Police Station: Thakurpukur now Haridevpur, in the District of South 24-Parganas, being Assessee No.4-11-231-30070-7** unto and in favour of **Sri Nirmal Kumar Das** son of Late Sreedhar Chandra Das and **Sri Niladri Das** son of Sri Nirmal Kumar Das and the said **Deed of Gift** was registered at the office of **DSR-II, Alipore, 24-Parganas South and recorded in Book No.I, Volume No. 1602-2015 pages from 186367 to 186387 being No. 1602-11984 for the year 2015.****

AND WHEREAS and further out of the aforesaid three Owners the Two owners namely **Sri Nirmal Kumar Das son of Late Sreedhar Chandra Das and **Sri Niladri Das** son of Late Nirmal Kumar Das by a registered **Deed of Gift dated 30th November, 2015** gifted a part and portion measuring about **4 Chittacks** out of their total share measuring about **1****

Cottah 14 Chittaks 22 Sq. Ft. be a little more or less lying and situate as Municipal Premises No.72A, Nabalia Para Road, under Ward No.123, under Police Station Thakurpukur now Haridevpur, in the District of South 24-Parganas, being Assessee - No.41-123-13-0789-1 unto and in favour of Sri Shankar Samanta son of Late Yudhisthir-Samanta and the said Deed of Gift is registered at the office of DSR-II, Alipore, 24-Parganas South and recorded in Book No.I, Volume No.1602-2015 pages from 186388 to 186409.

AND WHEREAS and further out of the aforesaid three Owners Two owners namely **Sri Shankar Samanta** son of Late Yudhisthir Samanta and **Sri Niladri Das** son of Late Nirmal Kumar Das by a registered **Deed of Gift** dated **6th January, 2016** gifted a part and portion measuring about **4 Chittaks** out of their total share measuring **3 Cottahs 00 Chittaks 00 Sq. Ft. be a little more or less lying and situate as Municipal Premises No.72, Nabalia Para Road, under Ward No.123, under Police Station Thakurpukur now Haridevpur, in the District of South 24-Parganas, being Assessee No.41-123-13-0070-7 unto and in favour of Sri Nirmal Kumar Das** son of Late Sreedhar Chandra Das and the said **Deed of Gift** is registered at the office of **DSR-I, Alipore, 24-Parganas South** and recorded in **Book No. I, Volume No. 1602-2016 pages from 4522 to 4545 being No. 1602-00093 for the year 2016**, as some discrepancies crept out in the aforesaid **Deed of Gift** therefore the same is rectified by way of a registered **Deed of Declaration** dated **06.09.2021** duly registered at the office of **DSR-II Alipore, South 24-Parganas** and recorded in **Book No.IV, Volume No. 1602-2021 pages from 2426 to 2442 being No. 160200115 for the year 2021.**

AND WHEREAS and further out of the aforesaid three Owners One owner namely **Sri Nirmal Kumar Das** son of Late Sreedhar Chandra Das by a registered **Deed of Gift** dated **6th January, 2016** gifted a part and portion measuring about **4 Chittaks** out of their total share measuring about **03 Cottahs 00 Chittaks 06 sq. ft. be a little more or less lying and situate as Municipal Premises No. 320, Nabalia Para Road, under Ward No.123, under Police Station Thakurpukur now Haridevpur, in the District of South 24-**

Parganas, being Assessee No. 4-11-231-30334-4 unto and in favour of Sri Shankar Samanta son of Late Yudhisthir Samanta and Sri Niladri Das son of Late Nirmal Kumar Das and the said Deed of Gift is registered at the office of DSR-II, Alipore, 24-Parganas South and recorded in Book No.I, Volume No. 1602-2016 pages from 4546 to 4569 being No. 1602-00094 for the year 2016 as some discrepancies crept out in the aforesaid Deed of Gift therefore the same is rectified by way of a registered Deed of Declaration dated 06.09.2021 duly: registered at the office of DSR-II Alipore, South 24-Parganas and recorded in Book No. IV, Volume No. 1602-2021 pages from 1741 to 1755 being No. 1602-0085 for the year 2021.

AND WHEREAS in the manner aforesaid Sri Nirmal Kumar Das, son of Late Sridhar Chandra Das, Sri Sankar Samanta son of Judisthir Samanta and Sri Niladri Das son of Sri Nirmal Kumar Das, being the vendor nos. 1, 2 and 3 therein respectively became the joint/co-owners of both the properties mentioned in SCHEDULE "A" PART-I AND PART-II hereunder written and have jointly applied before the Kolkata Municipal Corporation to amalgamate their aforesaid properties into a single Assessee as well as to a single plot of land and considering the request of the Owners as aforesaid the authority of Kolkata Municipal Corporation as per Rule and Regulation of K.M.C. was pleased to amalgamate the aforesaid two plots, i.e. land of SCHEDULE "A" PART- I AND PART-II hereunder written, into a single plots of land vide Chief Manager, Revenue (AA) order **dated 18.01.2016, with due approval by Assessor Collector (S.S. Unit) and thus both the aforesaid premises and or plot of lands have been amalgamated to each other consisting a landed area measuring about **06 Cottahs 00 Chittaks and 06 Sq. Ft.** and have been assessed and numbered as **Municipal premises No.72, Nabalia Para Road, under Ward No. 123, under Police Station Thakurpukur now Haridevpur, in the District of South 24-Parganas, being Assessee No.41-11-231-30070-7, at Mouza - Muradpur, J.L.No. 13, R.S. No.192, Touzi No.74-77, 82 Pargana Magura, under Khatian No.289, in Dag No.129, hereinafter called and referred to as "THE SAID PROPERTY" morefully and****

particularly mentioned and described in the **SCHEDULE-"B"** hereunder written and the same is the subject matter of this deed of sale.

AND WHEREAS in the manner aforesaid by virtue of the aforesaid different deed of conveyances, gifts and/or other instruments, the owners therein i.e vendors nos. 1, 2 and 3 therein seized and possessed of **ALL THAT** piece and parcel of land measuring **06 Cottahs 00 Chittaks and 06 Square Feet, (03 Cottahs 00 Chittaks 06 Sq. Ft. + 3 Cottahs 00 Chittaks 00 Sq. Ft.)** be the same a little more or less together with **100 Sq. Ft. R.T. Shed,** lying and situated at **Mouza - Muradpur, J.L. No. 13, R.S. No. 192, Touzi No.74-77, 82 Pargana Magura, under Khatian No.289, in Dag No.129,** being Municipal Premises **No.72, Nabalia Para Road, Kolkata-700008,** within the territorial limits of, the Kolkata Municipal Corporation, in its **Ward No.123, under Police Stafon Behala previously Thakurpukur and now Haridevpur,** District Sub-Registration Office at Alipore, Additional District Sub-Registration Office at Behala, District South - 24-Parganas, **being Assessee No.4-11-231-30070-7,** which is morefully and particularly mentioned and described in the **SCHEDULE "A"** hereunder written and the Vendors therein have been jointly enjoying and occupying their "the said property" by paying rents, taxes and other outgoings to the appropriate authority without any claim or demand from any one in any manner whatsoever.

AND WHEREAS prior to aforesaid the said owners jointly appointed **M/S.JAISWAL CONSTRUCTION** to construct a building on joint venture basis at their said property vide a Registered Development Agreement and a Power of attorney which was registered in the office of DSR- II at Alipore, South 24-Parganas and the Development Agreement was recorded in Book No. I, CD Volume No.7, Pages from 4676 to 4720, being No.05073 for the year 2013 and the Power of Attorney was recorded in Book No. I, CD Volume No.7, Pages from 4721 to 4740, being No.05074 for the year 2013 respectively and in terms of the aforesaid Development Agreement the Developer was committed to complete the construction works at the owners' land within a period of 30 (thirty) month from the date of sanction of the building plan.

AND WHEREAS even after due diligences the Developer i.e. **M/S. JAISWAL CONSTRUCTION**, failed to execute his commitments within time therefore the owners therein have jointly decided to cancel the said Development Agreement and Power of Attorney executed in favour of the Developer **M/S. JAISWAL CONSTRUCTION** by returning the advance paid to the owners by the developer and to give effect of their such decision the vendors and the developer have entered into a **Deed of Cancellation of the aforesaid Development Agreement and Power of Attorney respectively vide dated 01.10.2021**, registered at the **office of DSR-II at Alipore, 24- Parganas South**, the said **Cancellation of Development Agreement** is duly recorded in **Book No. I, Volume No.1602-2021, page from 415275 to 415307 Being No. 1602-08463 for the year 2021** and cancellation of **Power of Attorney** is duly been recorded in **Book No. IV, Volume No. 1602-2021, pages from 2289 to 2318 Being No. 1602-00114 for the year 2021** and thereby make their said property free from all encumbrances.

AND WHEREAS the Owners/Vendors therein for want of urgent money for their legal necessity have jointly become desirous and declare to sell, transfer and convey their **PART III OF SCHEDULE- "A"** mentioned property i.e. **ALL THAT** piece and parcel of land measuring **06 Cottahs 00 Chittaks and 06 Square Feet, (03 Cottahs 00 Chittaks 06 Sq. Ft. + 3 Cottahs 00 Chittaks 00 Sq.Ft.)** be the same a little more or less together with **100 Sq. Ft.** R.T. Shed lying and situated at **Mouza - Muradpur, J.L. No. 13, R.S. No.192, Touzi No.74-77, 82 Pargana Magura, under Khatian No.289, in Dag No.129, being Municipal Premises No.72, Nabalia Para Road, Kolkata-700008**, within the territorial limits of the Kolkata Municipal Corporation, in its Ward No.123, under Police Station Behala previously Thakurpukur and now Haridevpur, District Sub-Registration Office at Alipore, Additional District Sub-Registration Office at Behala, District South - 24-Parganas at or for the highest total consideration price of **Rs.70,000,00/- (Rupees Seventy Lakh)** **only** free from all encumbrances in favor of the Present Owners/Vendors/Developer.

AND WHEREAS thereafter said **M/S. SREE SIDHAYE DEVELOPERS PRIVATE LIMITED,** a Private Limited Company incorporated under the Companies Act, 1956 Company within the meaning of the Companies Act, 2015, having its registered office at P-158, Nazrul Islam Avenue, Kolkata-700054, duly purchased the property from the Owners by way of a registered **Deed of Conveyance** on dated **29th day of November, 2021, duly registered in the office of the District Sub Registrar V at Alipore and recorded in Book No. I, Volume No. 1630-2021, Pages 202733 to 202780, Being No. 1630-05294, for the Year 2021.**

AND WHEREAS accordingly the herein Owners/Vendors decide to construct the "**BUILDING**" on the said entire property after obtaining the Building Plan to be sanctioned and/or approved by the **Kolkata Municipal Corporation.**

AND WHEREAS Thereafter, said **OWNER** applied for sanction of a building plan to the said the **Kolkata Municipal Corporation (S.S. Unit)** for a Multi Storied Residential Building named as "**HESTIA**" and obtained one **Sanctioned Building Plan** in favour of the **Owner's Name** for construct a **Multi Storied** building on the said plot of land at the said premises vide sanction **2025160061 dated 15.05.2025 valid up to 14.05.2030** and thereafter the **Developer** has process the construction works a **Multi Storied Building** and several **Flats** and **Spaces** under the said building and on and above the same by demolishing the old structure standing thereon, which is morefully mentioned and described in the **FIRST SCHEDULE** hereunder written.

The **Said Premises** is earmarked for the purpose of building a residential cum commercial project, comprising **G + 3 Storied Apartment Buildings** and the said project shall be known as "**HESTIA**" ("**Project**").

The said Premises is to be developed as per the building sanction plan approved by Kolkata Municipal Corporation (KMC) bearing Building Permit No. _____dated _____.

*The "Owners" has registered the Project under the provisions of the Act with the West Bengal Real Estate (Regulation and Development) Authority at Kolkata on __under **Registration No.** _____*

*1. The Allottee had applied for an Apartment/Unit in the Project vide Application No. _____, dated and has been allotted Apartment/Unit No._____ having Carpet Area of _____ Square Feet, (corresponding built up area of _____ Square Feet), Balcony Area _____ Square Feet, on the _____ floor, in building, along with nos. _____ of Open/Covered/Mechanical Car Parking Space (measuring _____ Square Feet, be the same a little more less) in the Ground Floor, as permissible under the applicable law **TOGETHER WITH** pro rata undivided, impartible and variable share in the common areas of the Project ("**COMMON AREAS**") as defined under clause (n) of Section 2 of the Act) (hereinafter referred to as the "**APARTMENT**" more particularly described in **Schedule-"B"** hereunder written and the floor plan of the Apartment is annexed hereto).*

2. The Allottee hereby agrees with the "Owners" that the Common Areas and Common Facilities dedicated in the Project shall be used exclusively by the allottees in the Project.

*3. The Allottees of the apartments in the Project shall own in common with other Allottees of the Project, the Common Areas of the Project together with all easements, rights and appurtenances belonging thereto (hereinafter collectively referred to as the "**PROJECT COMMON PORTIONS & FACILITIES**").*

4. The Limited Common Areas and Facilities in respect of the Project shall, interalia, include the Covered / Open / Mechanical Car Parking Spaces designated for the Project;

5. *The Parties have gone through all the terms and conditions set out in this Agreement and have understood the mutual rights and obligations detailed herein and on or before execution of this Agreement. The Allottee has examined or has caused to be examined the following and the Allottee has fully satisfied himself/itself as to:*

(a) the floor plan, area and other dimensions and specifications of the Apartment;

(b) the layout plan and sanctioned plan of the Project and the Building; and the terms, conditions, covenants, stipulations, restrictions, reservations, and obligations, subject to which this Agreement is being executed; and the Allottee has further agreed, represented and undertaken not to raise any objection or demand and/or claim for compensation and/or damage in respect thereof in any manner or on any ground whatsoever or howsoever;

(c) Any change alteration on the approved building plan will be informed to the Allottee, by Owners prior to the alteration made. In such situation the Owners must share the revised sanctioned plan to all Allottees.

(d) The Parties hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the Project; The Parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;

*(e) In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the "Owners" hereby agrees to sell and the Allottee hereby agrees to purchase the Apartment and the parking as specified in **Schedule - B**.*

NOW THEREFORE in consideration of the mutual representations, covenants, assurances, promises and agreements contained herein and other good and valuable consideration, the Parties agree as follows:-

1. **TERMS:**

1.1 Subject to the terms and conditions as detailed in this Agreement, the "Owners" agree to sell to the Allottee and the Allottee hereby agrees to purchase, the Apartment as specified in **Schedule B**;

1.2 The Total Price for the Apartment based on the Carpet Area is
Rs.

...../- (**Rupees**) only ("**TOTAL PRICE**").

The break- up of which is given in **Annexure** hereto:

Explanation:

- (i) The Total Price above includes the booking amount paid by the Allottee to the "Owners" towards the Apartment;
- (ii) The Total Price above includes Taxes (consisting of tax paid or payable by the "Owners" by way of GST and Cess or any other similar taxes which may be levied, in connection with the construction /sale of the Project payable by the "Owners") up to the date of handing over the possession of the Apartment to the Allottee and the common areas and the facilities of the Project to the Association of Allottees or the Competent Authority, as the case may be, after obtaining the Completion Certificate or Partial Completion Certificate, as the case may be:

Provided that, in case there is any change/modification in the taxes, the subsequent amount payable by the Allottee to the "Owners " shall be increased/ reduced based on such change/modification;

Provided further that if there is any increase in the taxes after the expiry of the scheduled date of completion of the Project as per registration with the Authority, which shall include the extension of registration, if any, granted to the said Project by the Authority, as per the Act, the same shall be charged from the allottee;

- (iii) The "Owners" shall periodically demand from the Allottee, the amount payable as stated in (1.2) above and the Allottee shall

*make payment as demanded by the "Owners " within the time and in the manner specified in **Schedule-"D"**.*

- (iv) *The Total Price of Apartment includes recovery of price of land, construction of not only the Apartment but also the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity to the apartment, lift, water line and plumbing, finishing with paint/POP, tiles, doors, windows and includes cost for providing all other facilities, amenities and specifications to be provided within the Apartment and the Project as per the **Schedule-"E"** and **Schedule- "F"** hereto.*

1.3.The Total Price is escalation-free, save and except increases which the Allottee hereby agrees to pay, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority from time to time. The "Owners" undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost/charges imposed by the competent authorities, the "Owners" shall enclose the said notification /order /rule/regulation to that effect along with the demand letter being issued to the Allottee.

*1.4.The Allottee(s) shall make the payment as per the payment plan set out in **Schedule - D** ("Payment Plan").*

- 1.5 *The Owners shall confirm the final carpet area that has been allotted to the Allottee after the construction of the building is complete and the occupancy / completion certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area. The total price payable for the carpet area shall be recalculated upon confirmation by the "Owner". If there is any reduction in the carpet area within the defined limit then "the Owners" shall refund the excess money paid by Allottee within forty-five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area allotted to Allottee, the "Owners" shall demand that from the Allottee. All these monetary adjustments shall be made at the same rate per square feet as agreed in Clause 1.2 of this Agreement.*

1.6 Subject to Clause 9.3 the Owners agree and acknowledges, the Allottee shall have the right to the Apartment as mentioned below:

- (i) The Allottee shall have exclusive Ownership of the Apartment;
- (ii) The Allottee shall also have undivided proportionate share in the Common Areas. Since the share / interest of Allottee in the Common Areas is undivided and cannot be divided or separated, the Allottee shall use the Common Areas along with other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them. Further, the right of the Allottee to use the Common Areas shall always be subject to the timely payment of maintenance charges and other charges as applicable. It is clarified that the Owners shall convey undivided proportionate title in the common areas to the association of allottees as provided in the Act;

1.7 The "Owners" agrees to transfer the physical possession of the apartment to the Allottees free from any/all encumbrances.

1.8 The Allottee has paid a sum of Rs _____,

(Rupees _____ only) as booking amount being part payment towards the Total Price of the Apartment at the time of application the receipt of which the "Owners" hereby acknowledges and the Allottee hereby agrees to pay the remaining price of the Apartment as prescribed in the Payment Plan as may be demanded by the "Owners" within the time and in the manner specified therein:

Provided that if the allottee delays in payment towards any amount for which is payable, he shall be liable to pay interest at the rate specified in the Rules.

2 MODE OF PAYMENT

Subject to the terms of the Agreement and the "Owners" abiding by the construction milestones, the Allottee shall make all payments, on demand by the "Owners", within the stipulated time as mentioned in the Payment Plan described in **Schedule-"D"** through A/c Payee cheque/demand

draft or online payment (as applicable) in favour of "Owners" payable at Owner's Bank/Branch.

3 COMPLIANCE OF LAWS RELATING TO REMITTANCES

- 3.5 *The Allottee, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act and Rules and Regulations made there under or any statutory amendment(s) modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale/transfer of immovable properties in India etc. and provide the "Owners" with such permission, approvals which would enable the "Owners" to fulfill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Allottee understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she shall be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.*
- 3.6 *The "Owners" and Owners accept no responsibility in this regard. The Allottee shall keep the "Owners" fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee to intimate the same in writing to the "Owners" immediately and comply with necessary formalities if any under the applicable laws. The Owners and the Owners shall not be responsible towards any third party making payment/remittances on behalf of any Allottee and such third party shall not have any right in the application/allotment of the said apartment applied for herein in any way and the "Owners" shall be issuing the payment receipts in favour of the Allottee only.*

4 **ADJUSTMENT/APPROPRIATION OF PAYMENTS**

The Allottee authorizes the "Owners" to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in his/her name as the "Owners" may in its sole discretion deem fit and the Allottee undertakes not to object/demand/direct the "Owners" to adjust his payments in any manner.

5 **TIME IS ESSENCE**

The "Owners" shall abide by the time schedule for completing the Project as disclosed at the time of registration of the Project with the Authority and towards handing over the Apartment to the Allottee and the Common Areas to the Association of the allottees or the competent authority, as the case may be.

6 **CONSTRUCTION OF THE PROJECT/ APARTMENT**

The Allottee has seen the specifications of the Apartment and accepted the Payment Plan, floor plans, layout plans annexed along with this Agreement which has been approved by the competent authority, as represented by the "Owners". The "Owners" shall develop the Project in accordance with the said layout plans, floor plans and specifications. Subject to the terms in this Agreement, the "Owners" undertakes to strictly abide by such plans approved by the competent Authorities and shall also strictly abide by the bye-laws, FAR.

7 **POSSESSION OF THE APARTMENT/PLOT**

7.5 Schedule for possession of the said Apartment: *The "Owners" agrees and understands that timely delivery of possession of the Apartment is the essence of the Agreement. Subject to timely payment and adherence of all its obligations by the Allottee, the "Owners", based on the approved plans and specifications, assures to hand over possession of the Apartment on or before, unless there is delay or failure due to war, flood, drought, fire, cyclone, pandemic, earthquake or any other calamity caused by nature affecting the regular development of the real estate project ("Force Majeure"). If, however, the completion of the Project is delayed due to the Force Majeure conditions then the Allottee agrees that the "Owners" shall be entitled to the extension of time for delivery of possession of the Apartment, provided that such Force Majeure conditions are not of a nature which make it*

impossible for the contract to be implemented. The Allottee agrees and confirms that, in the event it becomes impossible for the "Owners" to implement the project due to Force Majeure conditions, then this allotment shall stand terminated and the Owner shall refund to the Allottee the entire amount received by the "Owners" from the Allottee within 45 days from that date. After refund of the money paid by the Allottee, Allottee agrees that he/ she shall not have any rights, claims etc. against the "Owners" and that the "Owners" shall be released and discharged from all its obligations and liabilities under this Agreement.

7.6 Procedure for taking possession – *The Owners, upon obtaining the Completion Certificate or Partial Completion Certificate, as the case may be, from the Competent Authority shall offer in writing the possession of the Apartment to the Allottee in terms of this Agreement, to be taken within 2 (two) months from the date of issue of Completion Certificate or Partial Completion Certificate, as the case may be. The Conveyance Deed in favour of the Allottee shall be executed and registered by the "Owners" in favour of the Allottee within 3 (three) months from the date of issue of the Completion Certificate or Partial Completion Certificate, as the case may be, and the Owners and the Allottee shall render full co-operation with each other to carry out the execution and registration of the Conveyance Deed. The Owner agree and undertake to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Owners. The Allottee, agrees(s) to pay the maintenance charges as determined by the "Owners" /Association of the Allottees, as the case may be, for the Project. The "Owners" shall handover copy of Completion Certificate or Partial Completion Certificate, as the case may be, of the Apartment, to the Allottee at the time of execution and registration of the Conveyance Deed of the same.*

7.7 Failure of Allottee to take Possession of Apartment: *Upon receiving a written intimation from the "Owners" as per clause 7.2, the Allottee shall take possession of the Apartment from the Owner by executing necessary indemnities, undertakings and such other documentation as prescribed in this agreement, and the "Owners"*

shall give possession of the Apartment to the allottee. In case the Allottee fails to take possession within the time provided in Clause No. 7.2 such Allottee shall continue to be liable to pay maintenance charges as applicable.

7.8 Possession by the Allottee – *After obtaining the occupancy certificate and handing over physical possession of the Apartment to the Allottees, it shall be the responsibility of the “Owners” to hand over the necessary documents and plans, including common areas, to the association of the Allottees or the competent authority, as the case may be, as per the local laws.*

7.9 Cancellation by Allottee – *The Allottee shall have the right to cancel/withdraw his allotment in the Project as provided in the Act:*

Provided that where the Allottee proposes to cancel/withdraw from the project without any fault of the “Owners”, the Owners herein is entitled to forfeit the booking amount paid for the Allottee the balance amount of money paid by the Allottee shall be returned by the “Owners” to the Allottee within 45 (forty-five) days of such cancellation.

7.10 Compensation – *The “Owners” shall compensate the Allottee in case of any loss caused to him due to defective title of the Project Land, in the manner as provided under the Act and the claim for interest and compensation under this provision shall not be barred by limitation provided under any law for the time being in force.*

It is clarified that all amounts collected as taxes, charges, levies, cess, assessments and impositions deposited with the appropriate authorities concerned shall not be returned by the “Owners” and the Allottee shall be free to approach the authorities concerned for refund of such taxes, charges, levies, cess, assessments and impositions.

8 REPRESENTATIONS AND WARRANTIES OF THE OWNER/S

The Owners hereby represents and warrants to the Allottee as follows:

- (i) The Owners has absolute, clear and marketable title with respect to the Said premises and to carry out development upon the Said premises and absolute, actual physical and legal possession of the Said premises for developing the Project;*
- (ii) The Owners has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project;*
- (iii) There are no encumbrances upon the Said premises or the Project, Further, encumbrances by way of mortgage or hypothecation in respect of the Said premises may be created in future for obtaining financial assistance for the development of the Project;*
- (iv) There are no litigations pending before any Court of law with respect to the Said premises, Project or the Apartment.*
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, said premises and the Apartment are valid and subsisting and have been obtained by following due process of law. Further, the Owners has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, the Said premises, the Tower/ Building and the Apartment and the Common Areas;*
- (vi) The Owners has the right to enter into this Agreement and have not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;*
- (vii) The Owners confirm that the Owners are not restricted in any manner whatsoever from selling the said Apartment to the Allottee in the manner contemplated in this Agreement;*
- (viii) At the time of execution of the Conveyance Deed, the "Owners" shall handover lawful, vacant, peaceful, physical possession of the Apartment to the Allottee;*
- (ix) The Said premises is not the subject matter of any HUF and that*

no part thereof is owned by any minor and/or no minor has any right, title and claim over the Said premises;

- (x) The Owners has duly paid and shall continue to pay and discharge all government dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the Project to the Competent Authority till the Completion Certificate or Partial Completion Certificate, as the case may be, has been issued and possession of Apartment along with Common Areas (equipped with all the specifications, amenities and facilities) has been handed over to the Allottee and the Association of allottees or the Competent Authority, as the case may be. To enable the Owners to pay the dues mentioned above, the Allottee hereby undertakes to discharge his legal obligation to pay such dues to the "Owners" under section 19(6) of the Act.*
- (xi) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received by or served upon the Owners in respect of the Said Premises and/or the Project.*
- (xii) That the Said Premises is not **Waqf** property.*

9 EVENTS OF DEFAULTS AND CONSEQUENCES

9.5 Subject to the Force Majeure clause, the "Owners" shall be considered under a condition of Default, in the following events:

9.5.1 The "Owners" fails to provide ready to move in possession of the Apartment to the Allottee within the time period specified in para 7.1 or fails to complete the Project within the stipulated time disclosed at the time of registration of the Project with the Authority.

9.5.2 Discontinuance of the Owner's business as a developer on account of suspension or revocation of its registration under the provisions of the Act or the rules or regulations made there under.

9.6 In case of Default by the "Owners" under the conditions listed above,

the Allottee is entitled to the following:

9.6.1 Stop making further payments to the "Owners" as demanded by the "Owners". If the Allottee stops making payments, the "Owners" shall correct the situation by completing the construction milestones and only thereafter the Allottee be required to make the next payment without any penal interest; or

9.6.2 The Allottee shall have the option of terminating this Agreement in which case the "Owners" shall be liable to refund the entire money paid by the Allottee under any heads whatsoever towards the purchase of the Apartment, along with interest at the rate prescribed in the Rules within 45 (forty-five) days of receiving the termination notice:

Provided that where an Allottee does not intend to withdraw from the Project or terminate the Agreement, he shall be paid, by the "Owners", interest at the rate prescribed in the Rules, for every month of delay till the handing over of the possession of the Apartment, which shall be paid by the "Owners" to the Allottee within 45 (forty-five days) of it becoming due.

9.7 The Allottee shall be considered under a condition of Default, on the occurrence of the following events:

9.7.1 In case the Allottee fails to make payments for two consecutive demands made by the "Owners" as per the Payment Plan annexed hereto, despite having been issued notice in that regard the Allottee shall be liable to pay interest to the "Owners" on the unpaid amount at the rate prescribed in the Rules;

9.7.2 In case of Default by Allottee under the condition listed above continues for a period beyond 2 (two) consecutive months after notice from the "Owners" in this regard, the "Owners" may cancel the allotment of the Apartment in favour of the Allottee and refund the money paid to him by the Allottee by deducting the booking amount and the interest liabilities and applicable statutory taxes, if any. This Agreement shall thereupon stand terminated. Provided that the "Owners" shall intimate the Allottee about such termination at least 30

(thirty) days prior to such termination.

10 CONVEYANCE OF THE SAID APARTMENT

On receipt of the complete amount of the Price of the Apartment under the Agreement from the Allottee, the Owners shall execute a conveyance deed and convey the title of the Apartment together with proportionate, indivisible and variable share in the Common Areas within 3 (three) months from the issuance of the Completion Certificate or Partial Completion Certificate, as the case may be. However, in case the Allottee fails to deposit the stamp duty and registration charges and all other incidental and legal expenses etc. so demanded within the period mentioned in the notice, the Allottee authorizes the Owners to withhold registration of the Conveyance Deed in his/her favour till payment of the stamp duty and registration charges is made by the Allottee. The Allottee shall be solely responsible and liable for compliance of the provisions of Indian Stamp Act, 1899 including any actions taken or deficiencies/penalties imposed by the competent authority(ies).

11 MAINTENANCE OF THE SAID BUILDING/APARTMENT / PROJECT

The "Owners" shall be responsible to provide and maintain essential services of the Project till the taking over of the maintenance of the Project by the Association of the Allottees upon the issuance of the Completion Certificate or Partial Completion Certificate, as the case may be, of the Project.

The cost of such maintenance for a period of 1 (One) year from the Deemed Date of Possession shall be chargeable @ Rs_____ (Rupees _____) Only per square feet (Covered Area) ("MAINTENANCE CHARGES") plus GST at Applicable rate, for maintenance and management of the Common Areas & common facilities. In case the formation of the Association is delayed beyond the 1 (One) year period, the "Owners" shall provide and maintain the essential services in the Project till the Association is formed and the Project is handed over to the Association and the Allottees shall pay to the "Owners", the charges for such maintenance as fixed by the "Owners".

11.5 COMMON AREAS AND FACILITIES:

- A.** *The Common Areas and common facilities of the Project shall be handed over to the Association upon formation of such association by the allottees of the Project (the **ASSOCIATION**").*
- B.** *The Allottees of the Project shall join the Association of the Project as members.*
- C.** *The Allottees are required to complete the formalities of becoming members of Association and also to comply with the Rules and Bye-laws of the Association.*
- D.** *The "Owners" shall at an appropriate time within a maximum period of 1 year from the Date of Completion Certificate or Partial Completion Certificate, as the case may be, shall notify the scheme of formation of the Association to the allottees in accordance with the West Bengal Apartment Ownership Act, 1972 so as to enable them to constitute/form such Association.*
- E.** *The Allottee shall execute the necessary Declaration in Form-A, for submission of the Project to the provisions of the Apartment Ownership Act to enable the formation of the Association, either by himself, or through a Power of Attorney holder, when called upon to do so by Owners, after receiving the Completion Certificate or Partial Completion Certificate, as the case may be.*
- F.** *During the Interim Maintenance Period, (i.e. the period prior to formation of the Association of Allottes and handing over of maintenance of Common Areas and Facilities of the Project), the "Owners" shall run, operate, manage and maintain the Common Areas & Facilities.*
- G.** *The Rules/ Bye Laws to regulate the use and maintenance of the Common Areas and common facilities of the Project, including that of the RAC shall during the Interim Maintenance Period, be framed by the "Owners". After the Common Areas and facilities of the Project are handed over to the Association, the Association may adopt the Rules and the Bye laws framed by the "Owners", with or without amendments, as may be deemed necessary by the Association. These Rules & the Bye Laws will be framed with such restrictions as may be necessary for proper maintenance and shall always be*

framed subject to the following restrictions;

- H. DOCUMENTATION CHARGES:** *The Allottee will be required to pay a sum of Rs. _____/- (Rupees) only to the Advocate, for the charges for documentation.*

DEFAULT IN PAYMENTS OF USAGE CHARGES OF COMMON FACILITIES DURING THE INTERIM MAINTENANCE PERIOD:

Failure to pay Maintenance Charges, Electricity Charges, DG usage Charges, within due dates may result in withdrawal/ restrictions/ disconnections/discontinuation of the respective common services to the Allottee and will make the Allottee liable to pay interest at 2% per month on the outstanding dues for the period of the delay, calculated from the due date till the date of actual payment to the Owners.

12

DEFECT LIABILITY

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

Provided that the "Owners" shall not be liable to compensate if the defect is attributable to any acts or Omissions or commissions of the Allottee (or any person appointed by him or acting under him or under his instructions) or arising due to any normal wear and tear or due to reasons not solely attributable to the "Owners".

Notwithstanding anything herein contained it is hereby expressly agreed and understood that in case the Allottee, without first notifying the "Owners" and without giving the "Owners" the reasonable opportunity to inspect, assess and determine the nature of purported defect in the Apartment, alters the state and Condition of the area of the purported defect, then the "Owners" shall be relieved of its obligations Contained in clause 12 hereinabove.

13 RIGHT OF ALLOTTEE TO USE COMMON AREAS AND FACILITIES SUBJECT TO PAYMENT OF TOTAL MAINTENANCE CHARGES

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

14 RIGHT TO ENTER THE APARTMENT FOR REPAIRS

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

15 USAGE

***Service Areas:** The service areas, if any, as located within the project, shall be earmarked for purposes such as parking spaces and services including but not limited to electric, underground water tanks, and other permitted uses as per sanctioned plans. The Allottee shall not be permitted to use the services areas in any manner whatsoever, other than those earmarked as parking spaces, and the same shall be reserved for use by the association of allottees formed by the Allottees for rendering maintenance services.*

16 GENERAL COMPLIANCE WITH RESPECT TO THE APARTMENT:

Subject to Clause 12 above, the Allottee shall, after taking possession, be solely responsible to maintain the Apartment at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Building, or the Apartment or the staircases, lifts, common passages, corridors, circulation areas, or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the Apartment and keep the Apartment, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and

proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized.

The Allottee further undertakes, assures and guarantees that he/she would not put any sign-board / name-plate, neon light, publicity material or advertisement material etc. on the face / facade of the Building or anywhere on the exterior of the Project, buildings therein or Common Areas except the place provided by the Owners for the purpose. The Allottees shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the Allottee shall not store any hazardous or combustible goods in the Apartment or place any heavy material in the common passages or staircase of the Building. The Allottee shall also not remove any wall, including the outer and load bearing wall of the Apartment.

The Allottee shall plan and distribute its electrical load in conformity with the electrical systems installed by the "Owners" and thereafter the association of allottees and/or maintenance agency appointed by association of allottees. The Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

17 COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY ALLOTTEE

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

18 ADDITIONAL CONSTRUCTIONS

The Owners undertakes that it has no right to make additions or to put up additional structures(s) anywhere in the Project after the building plan, layout plan, sanction plan and specifications, amenities and facilities has been approved by the competent authority and disclosed, except as provided in the Act.

19 OWNER/S SHALL NOT MORTGAGE OR CREATE CHARGE

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

20 APARTMENT OWNERSHIP ACT

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

21 BINDING EFFECT

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

22 ENTIRE AGREEMENT

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

23 RIGHT TO AMEND

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

**24 PROVISIONS OF THIS AGREEMENT APPLICABLE ON ALLOTTEE
/ SUBSEQUENT ALLOTTEES**

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

25 WAIVER NOT A LIMITATION TO ENFORCE

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

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

26 SEVERABILITY

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

27 METHOD OF CALCULATION OF PROPORTIONATE SHARE

WHEREVER REFERRED TO IN THE AGREEMENT

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

28 **FURTHER ASSURANCES**

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

29 **PLACE OF EXECUTION**

The execution of this Agreement shall be completed only upon its execution by the Owners through its authorised signatories at the Owner's Office, or at some other place, which may be mutually agreed between the Owners and the Allottee, in Kolkata after the Agreement is duly executed by the Allottee and the Owners simultaneously with the execution the said Agreement shall be registered at the office of the concerned Sub-Registrar/ARA Kolkata. Hence this Agreement shall be deemed to have been executed at Kolkata.

30 **NOTICES**

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

_____Name of Allottee

_____(Allottee Address)

M/s _____Owners name

_____(Owners Address)

It shall be the duty of the Allottee and the Owners to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Registered Post failing which all communications and

letters posted at the above address shall be deemed to have been received by the Owners or the Allottee, as the case may be.

31 JOINT ALLOTTEES

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

32 GOVERNING LAW

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

33 DISPUTE RESOLUTION

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

34 TAXES:

(i) All prices, rates, fees and charges etc. mentioned in this Agreement are exclusive of any applicable taxes, cess, duties, levies etc. (both present and future) imposed by any appropriate authority (ies) which shall be payable separately by the Allottee.

(ii) Under the Income-tax Act and/or the rules framed there under, in case the consideration/price/premium of any Apartment is more than Rs.50 lakhs, then, and in such event, the Allottee of such Apartment shall be required to deduct tax from the payment to be made to the Owners at the applicable rates as prescribed in the Act and/or the rules and shall also be required to deposit the tax so deducted with such authority and in such manner as may be so prescribed and the Allottee will also be under obligation to give the Owners the certificate for the amount of tax so deducted and deposited by the Allottee in such form and in such manner and containing such particulars as may be prescribed under the Income-tax Act and/or the rules framed there under.

35 ASSIGNMENT OF AGREEMENT TO SALE:

The allottee may assign this agreement any time before the registration of the Deed of Conveyance, subject to the following conditions;

- i) The profile of the assignee is accepted by the Owners;*
- ii) Assignment fee equivalent to 3% (Three percent) of the Total Price together with applicable taxes if any payable, has been paid to the Owners;*
- iii) All amounts agreed to be payable by the allottee(s) intending to assign the agreement to sale has already been paid to the Owners.*

THE SCHEDULE "A" ABOVE REFERRED TO :
DESCRIPTION OF PROPERTY MENTIONED IN
(PART - I)

ALL THAT piece and parcel of Bastu land measuring an area **03 (Three) Cottahs 00 Chittaks 06 (Six) Sq. Ft.** be the same a little more or less together with 100 sq. ft. R.T. Shed lying and situated at **Municipal Premises No. 320, Nabalia Para Road, Post Office - Barisha, under Police Station Thakurpukur now Haridevpur, within the limit of the Kolkata Municipal Corporation (S. S. Unit) Ward No.123, in the District of South 24-Parganas being Assessee No.4-11-231-30334-4, in Mouza- Muradpur, J.L. No.13, R.S. No. 192, Touzi Nos. 74-77, 82, Pargana Magura, under Khatian No.289, in Dag No.129, butted and bounded as follows:-**

ON THE NORTH : By Building of Narayan Gupta & others,

ON THE SOUTH: By 11'.8" wide Nabalia Para Road,

ON THE EAST: By 10' & 9'.8" wide Nabalia Para Road,

ON THE WEST: By 16'.8" wide Nabalia Para Road & premises no. 264,264A & 264B, Nabalia Para Road & Building of Gopal Sen.

DESCRIPTION OF PROPERTY MENTIONED IN
(PART - II)

ALL THAT piece and parcel of Bastu land measuring an area **01 Cottah 01 Chittak 23 Sq. Ft.** be the same a little more or less together with a 25 SQ.FT.R.T. Shed structure lying and

situated at **Municipal premises No. 72, Nabalia Para Road, being Assessee No.41-123-13-0070-7 and Bastu land measuring an area 01 Cottah 14 Chittaks 22 Sq. Ft. be the same a little more or less together with a 25 SQ.FT. R.T. Shed structure, premises no.72A, Nabalia Para Road Assessee No.41-123-13-0789-1, total land measuring about 3 Cottahs 00 Chittaks 00 Sq. Ft. less together with a 50 SQ.FT. R.T. Shed structure, in Mouza: Muradpur, J.L. No.13, R.S. No.192, Touzi Nos. 74-77, 82, Pargana: Magura, under Khatian No.289, in Dag No.129, within the present limit of the Kolkata Municipal Corporation (S. S. Unit), under Ward No.123, under Police Station Thakurpukur now Haridevpur, in the District of South 24-Parganas, butted and bounded as follows :-**

ON THE NORTH : By Building of Narayan Gupta & others,
ON THE SOUTH: By 11'.8" wide Nabalia Para Road,
ON THE EAST: By 10' & 9'.8" wide Nabalia Para Road,
ON THE WEST: By 16'.8" wide Nabalia Para Road & premises no. 264,264A & 264B, Nabalia Para Road & Building of Gopal Sen.

(DESCRIPTION OF AMALGAMATED PROPERTY HEREBY SOLD)
(PART – III)

ALL THAT piece and parcel of lind measuring about 6 Cottahs 00 Chittakcs 06 Sq.Ft. be the same a little more or less together with 100 sq. feet R.T. Shed structure lying and situated at **Municipal premises No.72, Nabalia Para Road, Post Office - Barisha, Police Station Thakurpukur now Haridevpur, within the limit of Kolkata Municipal Corporation (S.S. Unit), under Ward No. 123, in the District of South 24-Parganas, being Assessee No.41-123-13-0070-7, at Mouza Muradpur, J.L. No.13, R.S. No.192, Touzi No. 74-77, 82 Pargana Magura, under Khatian No.289, in Dag No.129, and butted and bounded as follows :-**

ON THE NORTH : By Building of Narayan Gupta & others,
ON THE SOUTH: By 11'.8" wide Nabalia Para Road,
ON THE EAST: By 10' & 9'.8" wide Nabalia Para Road,
ON THE WEST: By 16'.8" wide Nabalia Para Road & premises no. 264,264A & 264B, Nabalia Para Road & Building of Gopal Sen.

SCHEDULE - "B" ABOVE REFERRED TO:
(THE SAID FLAT & CAR PARKING SPACE)

ALL THAT piece and parcel of **One Self-contained Flat** measuring about _____ **Sq. Ft.** on the _____ **Floor** and **One Car Parking Space** measuring about _____ **Sq. Ft.** in the **Ground Floor, Together With** impartible and variable proportionate share in the said plot of land and common portion and amenities or facilities in the said building in terms of the aforesaid sanctioned building plan of the said plot of land hereinafter called and referred to as the **"FLAT & CAR PARKING SPACE"** **TOGETHER WITH** all common portion and amenities or facilities in the said building named as **"HESTIA"**, lying and situated at **Municipal Premises No. 72, Nabalia Para Road, Post Office - Barisha, Police Station Thakurpukur now Haridevpur, within the limit of Kolkata Municipal Corporation (S.S. Unit), under Ward No. 123, in the District of South 24-Parganas, being Assessee No.4-11-231-30070-7, at Mouza: Muradpur, J.L. No.13, R.S.no.192, Touzi No. 74-77, 82 Pargana Magura, under Khatian No.289, in Dag No.129, with all Common Users Area & Facilities** in the said building as set-out in the **SCHEDULE - E** hereunder written.

SCHEDULE- 'C'
[FLOOR PLAN OF THE APARTMENT]

Apartment No.....is shown in '**RED**' border on **Plan** annexed hereto.

SCHEDULE 'D'
[PAYMENT
PLAN]

Payment Plan Milestones Amount/Percentage

Payment Plan	Percentage
Agreement	20%
Foundation Plinth	10%
Ground Floor Roof Casting	10%
1st Floor Roof Casting	10%
2nd Floor Roof Casting	10%
3rd Floor Roof Casting	10%
Brick Work	10%
Flooring	10%

Possession	10%
Total	100%

SCHEDULE "E"
(COMMON AREA AND SPECIFICATION OF
FACILITIES IN RESPECT OF
APARTMENT/MERCANTILE UNIT/SHOP)

(I) Areas:

- a) Entrance and exits.
- b) Boundary Walls and Main Gate of the Premises.
- c) Staircase, staircase landing, stair head room and lobbies on all the floor of the building.
- d) Entrance lobby.
- e) **Automatic Lift & Lift well.**

(II) Water, Pumping and Drainage:

- a) Drainage and sewerage lines and together installations for the same (except only those as per installed within exclusive area of any Unit and/or exclusively for its use).
- b) Water supply system.
- c) Water pump, underground and overhead water reservoir together with all common plumbing installation for carriage of any unit/or exclusively for its use.

(III) Electrical Installation:

- a) Electric wiring and other fittings (excluding only those as are installed within the exclusive any unit and/or exclusively for us.
- b) Lighting of the common portions.
- c) Electrical installations relating to receiving of electricity from suppliers and meters for recording the supply.

(IV) Others: Such other common parts, areas, equipment's, installation, fittings, fixtures and spaces in or about the Premises and the New Building as are necessary for passage to and/or user of the units in common by the co-Owners.

(V) Roof: Roof of the Building and open space in the Ground Floor of the Building shall be the sole property of all Flat Owners as common.

(VI) CCTV,

(VII) Solar on Grid.

Foundation And Structure:

The building is designed for R.C.C frame structure with suitable isolated/combined footing foundation for the proposed **Multi Storied Building**.

Walls :

All external brick walls thickness shall be **200 mm** with cement plaster as per sanctioned plan.

All internal partition walls will be **75 mm** thick with both side plasters.

All inside wall will be coated with best quality wall care putty.

Flooring/Doors & Windows:

- a) All Bed rooms' floors with Vitrified Tiles, Living / Dining room etc. and Kitchen will be finished with Tiles.
- b) Toilet floor will be of Tiles and glazed ceramic tiles upto **6' Feet** height on walls.
- c) Granite will be provided at Cooking Shelf/platform with **3'0" glazed** tiles upon the cooking shelf with stainless steel sink.
- d) Bed rooms and living/dining/window base will be made of Vitrified Tiles. All internal and bedroom doors will be made of flush door with necessary lock etc. bearing ISI Mark.
- e) Main door will be made up of flush door with commercial ply.
- f) Doors frames will be made up of Wood.
- g) Window will be of Powder – coated Alumunium Section fitted with suitable thick glass with ready mixed synthetic enameled painting of approved brand.

Electrification:

Concealed line will be provided in the Car Parking with ISI Mark modular switches. Necessary Points will be provided in toilet and Kitchens. Exhaust fan point will be provided in kitchen. Geyser point in the bathroom, TV point, Telephone point in Living/Dining Room and Air Conditioner Point, Washing Machine Point, Light Point and Plug point, fan point, computer point.

Plumbing & Sanitary :-

- a) Concealed water line of pipe be provided.
- b) Fittings i.e. Ceramic basin and water closet of reputed brand will be provided bearing I.S.I Marks.
- c) With drain board provided at kitchen.
- d) PVC Cistern will be provided in all toilets.
- e) All fittings, i.e., bibcock, pillar cock, C.S Cock will be of Kohler or Equivalent make.

Water: K.M.C Water

Exterior: To be finished with suitable weather proof acrylic paint.

Cement: ISI branded Cement.

Steel: ISI branded Steel.

Bricks: 1st class traditional bricks.

EXTRA WORK :-

Any work other than specified above would be regarded as extra work for which separate payment is required to be paid but the Developer shall provide all items which Developer required.

SCHEDULE F
[PROJECT COMMON PORTIONS AND FACILITIES]

1. *The foundation, columns, beams support, corridors, lobbies, stairs, stairways, landings, entrances, exits and pathways.*
2. *The security room with electrical wiring, switches and points fittings and fixtures if any.*
3. *Windows/doors/grills and other fittings of the common area of the premises.*
4. *Passenger Lift of reputed brand with all machineries, accessories and equipments and lift well, Lift pit for installing the same and lift lobbies on all floors, Lift machine Room;*
5. *Electrical Control Panels and accessories, subject to necessary permissions.*
6. *Water Pump and common pumping installations for pumping of water from underground to the reservoirs on the roof.*
7. *Drainage and Sewerage evacuation pipes from the Units to drains and sewers common to the New Building.*
8. *Outer walls of the New Building, foundation walls, Boundary Walls, and Main gate to the New Building and the premises. And all paths, passages and driveways in the said premises but other than those reserved by the Ownerss for its own use for any purpose and those reserved for parking or marked by the Ownerss exclusive to any unit or purchasers of Flat /shops/ commercial spaces.*
9. *Overhead Water Tank with distribution pipes there from connecting to different Units, if any, and Water inlay system from ground to Overhead reservoir.*
10. *CCTV.*
11. *Such other common parts areas equipment's, installations, fixtures, fittings, covered and open space in or about the said Premises and/or the building as are necessary for purpose or use and occupancy of the Flat /shops/ commercial spaces as are necessary.*

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

SIGNED SEALED AND DELIVERED

At Kolkata In The Presence of:-

WITNESSES: -

1.

2.

=====

==

SIGNATURE OF THE OWNERS

=====

Signature of the **PURCHASER/S**

Drafted & Printed by:

Deoke Das
Advocate,
Alipore Judges' Court,
Kolkata : 700027.

ANNEXURE

TOTAL PRICE		
Apartment No		
PART I (CONSIDERATION) Particulars	Amount (Rs)	Taxes (Rs)
<i>Apartment Price</i>		
<i>Car Parking Space</i>		
TOTAL		
PART II (OTHER CHARGES & DEPOSITS)		
Particulars	Amount (Rs)	Taxes (Rs)
<i>Documentation Charges</i>		
<i>Electricity deposit as per actual to be quantified later on.</i>		
<i>Interim Maintenance Charge</i>		
<i>Maintenance Security Deposit</i>		
Total		
Grand Total		
<i>Note : All other charges as mentioned in Agreement for Sale on actual basis to be intimated in due course</i>		