AGREEMENT FOR SALE

This agreement for sale is made on this the ------day of ----- 20---(Two Thousand Twenty -----)

AMONGST

SMT. MADHURI SINHA, (PAN-BFWPS8065R), (Aadhaar No. 6570-3086- 3241), wife of Soumitra Sinha, daughter of Amita Bose, by faith- Hindu, by occupation Housewife, by nationality- Indian, residing at 25, Chakraberia Lane, Post Office and Police Station- Ballygunge, Kolkata- 700020, District hereinafter called and 24-Parganas, referred OWNER/VENDOR (which terms and expression shall unless excluded by or repugnant to the subject or context shall be deemed to mean and include her legal heirs, successors, executors, administrators, legal representatives, nominees and/or assigns) of the **ONE PART**; represented by her lawful constituted Attorney namely- BUILDS REALITY CONS (PAN- AAVFB7400J), a Partnership Firm, having its Office at 41, Lake Place, Kolkata- 700029, now known as 41, Jyotish Chandra Guha Sarani, Police Station- Tollygunge, Kolkata- 700029 and also its administrative office at 367, Lake Gardens, Post Office- Lake Gardens, Police Station- Lake, Kolkata-700045. represented by its Partners namely (1) BIDHAN RUDRA, (PAN- AGOPR8800K), (Aadhaar No. 4025-2563-0800), son of Late N. C. Rudra, by faith- Hindu, by occupation- Business, by nationality- Indian, of 757, Jogendra Garden, Post Office- Kasba, Police Station- Kasba, Kolkata- 700078, (2) JOYDEEP MUKHERJEE, (PAN- AIOPM3834C), (Aadhaar No. 9885- 5318-8521), son of Dr. N. G. Mukherjee, by faith- Hindu, by occupation- Business, by nationality-Indian, of 367, Lake Gardens, Post Office- Lake Gardens, Police Station- Lake, Kolkata- 700045, (3) ASOKE RAKSHIT (PAN-ACYPR2763H), (Aadhaar No. 92733755-0259) and (4) DEBASISH RAKSHIT (PAN- ACYPR2657J), (Aadhaar No. 2300-0309-5245), both sons of Late Aswini Kumar Rakshit, both by faith-Hindu, both by occupation- Business, both by nationality- Indian, both are residing at N-238/3, Fathepur 2nd Lane, Post Office and Police Station-Garden Reach, Kolkata- 700024, by virtue of a registered Development Power of Attorney, dated 4th November, 2020 registered in the Office of District Sub-Registrar-II, Alipore, South 24-Parganas, recorded in Book No. I, Volume No. 1602-2020, Pages from 226782 to 226831, Being No. 160205850 for the year 2020.

AND

BUILDS REALITY CONS (PAN- AAVFB7400J), a Partnership Firm, having its Office at 41, Lake Place, Kolkata-700029, now known as 41, Jyotish Chandra GuhaSarani, Police Station- Tollygunge, Kolkata- 700029 and also its administrative office at 367, Lake Gardens, Post Office- Lake Gardens, Police Station- Lake, Kolkata- 700045, represented by its Partners namely- (1) BIDHAN RUDRA, (PAN- AGOPR8800K), (Aadhaar No. 4025-2563-0800), son of Late N. C. Rudra, by faith- Hindu, by occupation- Business, by nationality-Indian, of 757, Jogendra Garden, Post Office- Kasba, Police Station- Kasba, Kolkata- 700078, (2) JOYDEEP MUKHERJEE, (PAN- AIOPM3834C), (Aadhaar No. 9885- 5318-8521), son of Dr. N. G. Mukherjee, by faith- Hindu, by occupation- Business, by nationality- Indian, of 367, Lake Gardens, Post Office- Lake Gardens, Police Station- Lake, Kolkata- 700045, (3) ASOKE RAKSHIT (PAN-ACYPR2763H), (Aadhaar No. 9273-3755-0259) and (4) DEBASISH RAKSHIT (PAN- ACYPR2657J), (Aadhaar No. 2300-0309-5245), both sons of Late Aswini Kumar Rakshit, both by faith- Hindu, both by occupation- Business, both by nationality- Indian, both are residing at N-238/3, Fathepur 2nd Lane, Post Office and Police Station- Garden Reach, Kolkata- 700024, hereinafter called and referred to as the BUILDER **DEVELOPER/ CONFIRMING PARTY** (which terms or expression shall unless

excluded by or repugnant to the subject or context shall be deemed to mean and include its successor-in-office, executors, administrators, legal representatives, nominees and/or assigns) of the **SECOND PART**;

AND

), (Aadhaar No), son of
, by faith- Hindu, by occupation, by Nationality-
Indian, residing at, Post Office and Police Station
, Kolkata and 2) (PAN
, (Aadhaar No,
wife of, by faith- Hindu, by occupation, by
Nationality- Indian, residing at, Post Office,
Police Station, Kolkata hereinafter jointly and
collectively called and referred to as the PURCHASER/PURCHASERS (which
terms and expression shall unless excluded by or repugnant to the subject
or context shall be deemed to mean and include each of their respective
legal heirs, successors, executors, administrators, legal representatives,
nominees and/or assigns) of the THIRD PART;

WHEREAS Natulal Choudhury and Chatulal Choudhury, both sons of Late Sitanath Choudhury were the lawful joint owners and occupiers by way of inheritance ALL THAT piece and parcel of land measuring an area 6 (six) Cottahs be the same a little more or less, together with structures standing thereon, lying and situated in Premises No. 25, Chakraberia Lane, Division-VI, Sub-Division K, of Mouza- Chakraberia, Post Office and Police Station-Ballygunge, Kolkata- 700020, within the limits of the Kolkata Municipal Corporation, under Ward No. 69, in the District of South 24-Parganas;

AND WHEREAS the said Chatulal Choudhury while seized and possessed of his undivided 1/2 (half) share in the said property sold, transferred and conveyed the aforesaid property to his brother Natulal Chowdhury, by

virtue of a registered Deed of Sale, dated 28th August1928, registered in the Office of District Sub Registrar of AliporeSadar and recorded in Book No. 1, Volume No. 55, Pages 190 to 196, Being No. 3816 for the year 1928 free from all encumbrances;

AND WHEREAS said Natulal Choudhury son of Sitanath Choudhury thus became the sole absolute and sixteen annas owner, occupier and title holder in respect of ALL THAT piece and parcel of land measuring an area 6 (six) Cottahs be the same a little more or less, together with a structure standing thereon, lying and situated in Premises No. 25, Chakraberia Lane, Division-VI, Sub-Division K, of Mouza- Chakraberia, Post Office and Police Station-Ballygunge, Kolkata- 700020, within the limits of the Kolkata Municipal Corporation, under Ward No. 69, under A.D.S.R. and D.S.R.-I, Alipore, in the District of South 24-Parganas, hereinafter called and referred to as the 'said property', by way of purchase from the then legal owner and occupier namely Sri Chatulal Choudhury by virtue of a registered Deed, dated 28th August 1928, registered in the Office of District Sub-Registrar of AliporeSadar and recorded in Book No. I, Volume No. 55, Pages 190 to 196, Being No. 3816 for the year 1928 and also by way of inheritance and had been in free from all peaceful possession and enjoyment of the same encumbrances and charges;

AND WHEREAS the said Natulal Choudhury son of Sitanath Choudhury while had been in peaceful possession and enjoyment of his aforesaid property died intestate leaving behind him surviving his only onedaughter namely Amita Bose (nee Choudhury) as his only legal heir and successor who inherited the aforesaid property left by Natulal Choudhury, since deceased, as per Hindu law of Succession;

AND WHEREAS thus the said Amita Bose became the sole and absolute sixteen annas owner and while had been in peaceful possession and enjoyment of the said property duly mutated her name in the Office of the

then Calcutta Municipal Corporation being Premises No. 25, Chakrabere Lane, mailing address Premises No. 25, Chakraberia Lane, Kolkata-700020, at present within the limits of the Kolkata Municipal Corporation, under Ward No. 69, having Assessee No. 110691000760, Post Office and Police Station- Ballygunge, Kolkata- 700020, in the District of South 24-Parganas, by paying taxes and other outgoings and had been enjoying the said property free from all encumbrances;

AND WHEREAS the said Smt. Amita Bose while had been in peaceful possession and enjoyment of the said property being ALL THAT piece and parcel of land measuring an area 6 (six) Cottahs be the same a little more or less, together with a old dilapidated structure standing thereon measuring about 2640 Square Feet in the Ground Floor, 2124 Square Feet in the First Floor and 1230 Square Feet in the Second Floor, totaling 5994 Square Feet be the same a little more or less, lying and situated at Premises No. 25, Chakrabere Lane, mailing address Premises No. 25, Chakraberia Lane, Kolkata- 700020, at present within the limits of the Kolkata Municipal Corporation, under Ward No. 69, having Assessee No.110691000760, Post Office and Police Station- Ballygunge, Kolkata- 700020, in the District of South 24-Parganas, gifted the same to her only daughter namely Smt. Madhuri Sinha, by virtue of a registered Deed of Gift, dated 28.09.2020, registered in the Office of the District Sub-Registrar-II, Alipore, South 24-Parganas and recorded in Book No. 1, Volume No. 1602-2020, Pages from 203126 to 203154, Being No. 160205267 for the year 2020 and also delivered khas possession thereon free from all encumbrances and charges;

AND WHEREAS thus the said Madhuri Sinha became the lawful owner and occupier of ALL THAT piece and parcel of land measuring an area of 6 (six) Cottahs be the same a little more or less, together with a old dilapidated structure standing thereon measuring about 2640 Square Feet in the Ground Floor, 2124 Square Feet in the First Floor and 1230 Square Feet in the

Second Floor, totaling 5994 Square Feet be the same a little more or less, lying and situated at Premises No. 25, Chakrabere Lane, mailing address Premises No. 25, Chakraberia Lane, Kolkata- 700020, at present within the limits of the Kolkata Municipal Corporation, under Ward No. 69, having Assessee No. 110691000760, Post Office and Police Station- Ballygunge, Kolkata- 700020, in the District of South 24-Parganas, which is more fully and particularly described in the Schedule-'A' hereunder written and hereinafter called and referred to as the 'said property', free from all encumbrances;

AND WHEREAS thus the Smt. MadhuriSingha, the Owner/Vendor herein became the owner, occupier and title holder by way of Gift being seized and possessed of and/or otherwise well and sufficiently entitled to ALL THAT piece and parcel of land measuring an area of 6 (six) Cottahs be the same a little more or less, together with a old dilapidated structure standing thereon measuring about 2640 Square Feet in the Ground Floor, 2124 Square Feet in the First Floor and 1230 Square Feet in the Second Floor, totaling 5994 Square Feet be the same a little more or less, lying and situated at Premises No. 25, Chakrabere Lane, mailing address Premises No. 25, Chakraberia Lane, Kolkata- 700020, at present within the limits of the Kolkata Municipal Corporation, under Ward No. 69, having Assessee No. 110691000760, Post Office and Police Station-Ballygunge, Kolkata-700020, in the District of South 24-Parganas, which is more fully and particularly described in the Schedule-'A' hereunder written and hereinafter called and referred to as the 'said property' and by paying all taxes and outgoings enjoying the said property, free from all encumbrances;

AND WHEREAS the said Smt. Madhuri Sinha, the Owner/Vendor herein had been in peacefully possession and enjoyment of the said property by paying all taxes and outgoings and enjoying the said property, free from all encumbrances:

AND WHEREAS the Owner/Vendor herein with an intention to develop her entire property being ALL THAT piece and parcel of land measuring as per Deed an area of 6 (six) Cottahs be the same a little more or less which is now physically measuring about 4 (four) Cottahs 13 (thirteen) Chittaks 0.082 (point zero eight two) Square Feet be the same a little more or less, together with a old dilapidated structure standing thereon measuring about 2640 Square Feet in the Ground Floor, 2124 Square Feet in the First Floor and 1230 Square Feet in the Second Floor, totaling 5994 Square Feet be the same a little more or less, lying and situated at Premises No. 25, Chakrabere Lane, mailing address Premises No. 25, Chakraberia Lane, Kolkata- 700020, at present within the limits of the Kolkata Municipal Corporation, under Ward No. 69, having Assessee No. 110691000760, Post Office and Police Station- Ballygunge, Kolkata- 700020, in the District of South 24-Parganas, which is more fully and particularly described in the Schedule-'A' hereunder written, had entered into a Development Agreement, dated 14.10.2020 with the Developer herein and the said Development Agreement was registered in the office of the District Sub-Registrar-II, at Alipore, South 24-Parganas and recorded in Book No. I, Volume No. 1602-2020, Pages from 219389 to 219454, Being No. 160205728 for the year 2020 and for smooth running of the development work the Owner/Vendor herein have also executed and registered a Development Power of Attorney, Development Power of Attorney, dated 04.11.2020 registered in the Office of District Sub-Registrar-II, Alipore, South 24-Parganas, recorded in Book No. I, Volume No. 1602-2020, Pages from 226782 to 226831, Being No. 160205850 for the year 2020 in favour of the "Developer" with the right to construct a multistoried building as per the sanctioned building plan and subsequently its modification, to be constructed on consent of both the parties, revision, as to be sanctioned by the Kolkata Municipal Corporation in or upon the said Premises as aforesaid, the particular of such property more fully described in Schedule-'A' hereunder written with such terms and conditions as clearly written therein;

AND WHEREAS by virtue of the aforesaid Development Agreement and Development Power of Attorney, executed by the Owner/Vendor as the absolute Owner of the said premises mentioned in the Schedule 'A' herein below in favour of the Developer herein a Scheme for the development of the said premises was devised whereby the Developer is empowered to have the plans sanctioned and/or modified on the said entire property/premises is morefully and particularly described in the Schedule-'A' hereunder written and to construct a new building having separate Units or saleable areas and to sell the same save and except the Owner's Allocation to Unit holders being nominees of the Developer and the Deed of Conveyance will be executed and registered proportionately in favour of the Flat/Unit/Car Parking/spaces' Holders after receipt of the entire consideration agreed between the Developer and the Purchasers;

AND WHEREAS furthermore, under the said Development Agreement and Development Power of Attorney, the Owner/Vendor have also granted power to develop the said property, in favour of BUILDS REALTY CONS, it is interalia agreed, to have the sanctioned and/or modified on the Schedule 'A' property, carry out the development of the said premises and enter into agreement for sale with the prospective Flat/Car parking/Unit Purchasers' in respect of the Developer's Allocation for and on behalf of the Owner/Vendor herein;

AND WHEREAS the Developer herein subsequently executed and registered a Deed of Boundary Declaration, dated 14.01.2021 duly registered in the Office of District Sub-Registrar-II Alipore, South 24- Parganas and recorded in Book No. 1, Volume No. 1602-2021, Pages from 18171 to 18187, Being No. 160200352 for the year 2021 and as per the said area of land available prepared a building plan and got it sanctioned from the Kolkata Municipal

Corporation vide Sanction Building Plan No. 2022080038 dated 20/06/22 and started the construction of the aforesaid building in accordance with the said Building Sanction Plan, obtained from the office of the Kolkata Municipal Corporation in or upon the said premises, particularly mentioned in the Schedule-'A' hereunder written;

AND WHEREAS the said G+IV (Ground plus Four) storied building, lying and situated at Premises No. 25, Chakrabere Lane, mailing address Premises No. 25, Chakraberia Lane, Kolkata- 700020, at present within the limits of the Kolkata Municipal Corporation, under Ward No. 69, having Assessee No. 110691000760, Post Office and Police Station- Ballygunge, Kolkata- 700020, in the District of South 24-Parganas, which is more fully and particularly mentioned in the Schedule-'A' hereunder written and hereinafter called and referred to as the 'said building;

AND WHEREAS in terms of the said Development Agreement, the Developer out of the Developer's Allocation have agreed to sell to the Purchasers herein ALL THAT piece and parcel one self contained Flat being Flat No. --on the ----- Side of ---- Floor, admeasuring an area ----- (------) Square Feet of carpet area equivalent to ------ (------) Square Feet of built-up area equivalent to ----- (-----) Square Feet of super built-up area be the same or a little more or less, consisting of ----(-----) Bed Rooms, ---(-----) Living-cum-Dining, ----- (-----) Bath-cum-Privy/Toilets, -----(------) Kitchen and ---- (-----) Balcony/Verandah etc, having Tiles flooring, together with one Covered Car Parking space on the Ground Floor, in the said newly constructed G+IV (Ground plus Four) storied building, lying and situated at and being portion of Municipal Premises No. 25, Chakrabere Lane, mailing address Premises No. 25, Chakraberia Lane, Kolkata- 700020, at present within the limits of the Kolkata Municipal Corporation, under Ward No. 69, having Assessee No. 110691000760, Post Office and Police Station- Ballygunge, Kolkata-700020, in the District of South 24-Parganas,

together with Lift facility in the said building, at the premises described under the SCHEDULE 'A' hereinabove written along with undivided proportionate share of land of the said Premises together with the right to use the common parts and portions of the said building, together with all right, title, interest and right of easement attached thereto and the said Flat and Car Parking space is more fully described under the SCHEDULE'B' hereunder written, hereinafter called and referred to as the 'said Flat/ Unit, forming out of the SCHEDULE 'A' property, out of the Developer's Allocation, in lieu of the total consideration a sum of Rs. --------/- (Rupees ---------) only plus GST as applicable, out of which the Purchasers herein have paid a sum of Rs. ------/- (Rupees ---------) only at the time of execution of this presence and the balance of consideration money would be paid as per specification of the Schedule 'C' hereunder written, on the terms and conditions which have been agreed between the parties hereto and are recorded herein below;

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

A. In this agreement unless it be contrary or repugnant to the subject or context the following words and/or expressions shall mean as follows:-

- i) "The VENDOR" shall mean the Vendor above named and her respective heirs, executors, administrators, successors, legal representatives, nominees and assigns.
- ii) **"The DEVELOPER"** shall mean the Developer above named and its Partners for the time being and their respective heirs, executors, administrators, successors, legal representatives, nominees and assigns.
- iii) "The PURCHASER/S" shall mean the Purchasers above named and their heirs, successors, executors, administrators, legal representatives, nominees and assigns.

- iv) **"PREMISES"** shall mean premises lying and situated at and being portion of Municipal Premises No. 25, Chakraberia Lane, mailing address Premises No. 25, Chakraberia Lane, Kolkata- 700020, at present within the limits of the Kolkata Municipal Corporation, under Ward No. 69, having Assessee No. 110691000760, Post Office and Police Station- Ballygunge, Kolkata 700020, in the District of South 24-Parganas.
- v) "The LAND" shall mean ALL THAT piece and parcel of land measuring as per Deed an area of 6 (six) Cottahs be the same a little more or less which is now physically measuring about 4 (four) Cottahs 13 (thirteen) Chittaks 0.082 (point zero eight two) Square Feet be the same a little more or less, lying and situated at and being portion of Municipal Premises No. 25, Chakrabere Lane, mailing address Premises No. 25, Chakraberia Lane, Kolkata-700020, at present within the limits of the Kolkata Municipal Corporation, under Ward No. 69, having Assessee No. 110691000760, Post Office and Police Station- BallygungeKolkata 700020, in the District of South 24-Parganas, as more fully and particularly described in the SCHEDULE-'A' hereunder written on which the new proposed building shall be constructed according to the new building plan as sanctioned by the Kolkata Municipal Corporation.
- vi) "BUILDING" shall mean building consisting of a G+IV (Ground plus Four) storied building and subsequently by its modification, revision, as per Building Sanction Plan obtained from the Office of the Kolkata Municipal Corporation in or upon the said Premises to be constructed by the Developer.
- (vii) "CO-OWNERS" according to the context shall mean all the Purchasers/ Owners who from time to time purchase or agreed to purchase and take possession of any Flats/Units/Car Parking spaces/Unit including the Vendors for those Units not alienated or granted to be alienated by the Vendors.

- viii) "COMMON AREAS AND INSTALLATIONS" shall mean and include the areas installations and facilities comprised in the Premises as mentioned and specified in the SCHEDULE-'D' hereunder written and expressed or intended by the Vendors for common use and enjoyment of the Co-Owners and wherever the context so permits or intends shall also include the ultimate roof for the time being of the building. But shall not include the open or covered Car Parking spaces and other open and covered spaces in the Ground floor at or within the premises which shall remain the exclusive property of the Developer and the Developer may use or permit to be used for parking of motors cars and the Developer shall have the absolute right to deal with, to sell, transfer, let-out or dispose off the said open/ covered Car Parking spaces, covered spaces in the Ground floor according to their own choice, to which the Purchasers hereby contents and it being expressly agreed in this agreement.
- (viii) "COMMON EXPENSES" shall mean and include all expenses for the maintenance management upkeep and administration of the premises and in particular the common areas and installations and rendition of common services in common to the Co-Owners and all other expenses for the common purposes including those mentioned in the SCHEDULE-'E' hereunder written to contributed borne paid and shared by the co-Owners.
- (ix) "COMMON PURPOSES" shall mean and include the purposes of managing maintaining up keeping and administering the premises and in particular the common areas and installations rendition of services in common to the Co Owners, collection and disbursement of the common expenses and dealing with the matters of common interest of the Co Owners and relating to their mutual rights and obligations for the beneficial use and enjoyment of their respective Units exclusively and the common areas and installations in common.

- (x) "UNITS" shall mean the independent and self-contained Units used for residential and commercial purpose/Open Car Parking spaces/Covered Car Parking spaces and other constructed covered spaces in the building at the said premises capable of being exclusively held or occupied by a person or persons saleable by the Owners/ Vendors and/or Developer according to their respective allocation.
- (xi) "UNIT OWNERS" shall mean any person who purchase and acquires, holds and/or owns any Unit in the newly constructed building and shall include the Owners and the Developer, for the Units held by him/her/them, from time to time.
- (xii) "CAR PARKING SPACE" shall mean spaces or the portion of the Ground floor of the building used for car parking area and also spaces in the open compound at the ground level of the premises as expressed or intended by the Developer, at their sole discretion, for parking of motor cars not exceeding the medium seized motorcar.
- (xiii) "PROPORTIONATE OR PROPORTIONATELY OR PROPORTIONATE SHARE" according to the context shall mean theproportion in which the super built area of any Unit may bear to the super built up area of all Units in the building provided that where it refers to the share of the Purchasers or any Co Owners in any rates and/or taxes then such share of the whole shall be determined on the basis such rates and/or taxes are being respectively levied (i.e. in case the basis of any levy be on area rental income consideration or user then the same shall be shared on the basis of area rental income consideration or user of their respective Units by the purchaser and other co -owners respectively).
- (xiv) "SAID UNIT" shall mean the Unit is to be conveyed by this presence, which is more fully and particularly mentioned and described in the SCHEDULE-'B' hereunder written TOGETHER WITH the Purchaser's proportionate undivided share in the common areas and installations and

wherever the context so permits, if so specifically as expressly mentioned and described in the within stated SCHEDULE-'B' and wherever the context so intends or permits shall also include the said share in the said premises.

- (xv) "SAID SHARE IN THE SAID PREMISES" shall mean proportionate undivided indivisible impartable variable share in the land comprised in the said premises attributable to the said Unit.
- (xvi) **"SPECIFICATIONS"** shall mean the specifications for completely the new building as stated in the SCHEDULE-'F' hereunder written.
- (xvii) "OWNERS' ASSOCIATION" shall mean any Association, Syndicate, Committee or Registered Society or Company which may be formed by the Unit Purchaser/s who are the Co-Owners in association with the Developer for the common purposes by the Owners/ Vendors having such rules regulations and restrictions as be deemed proper and necessary by the Owners/Vendors but not inconsistent with the provisions and covenants herein contained.
- (xviii) **"MAINTENANCE IN CHARGE"** shall be exclusively done by the Developer in connection with the Association and having such rules regulations and restrictions as be deemed proper in terms of the Clauses hereinafter.
- (xix) "BUILDING PERMIT & BUILDING PLAN" shall mean the plan for construction of the building as to be sanctioned by the Kolkata Municipal Corporation and shall include modifications thereof and/or alterations thereto as may be made by the Developer with the approval of the Architects and the Kolkata Municipal Corporation.
- (xx) WORDS importing SINGULAR NUMBER shall include THE PLURAL NUMBER and vice versa.

(xxi) WORDS importing MASCULINE GENDER shall include the FEMININE GENDER and NEUTER GENDER, similarly words importing FEMININE GENDER shall include MASCULINE GENDER and NEUTER GENDER, likewise NEUTER GENDER shall include MASCULINE GENDER and FEMININE GENDER.

1.CONSIDERATION:-

- 1.1. In lieu of the consideration mentioned in Part I of the SCHEDULE-'C' hereto to be paid by the Purchasers to the Developer in the manner and by the installments as mentioned in Part II of the SCHEDULE-'C' hereto, the Developer agrees to construct and to sell the Purchasers the said UNIT described in the SCHEDULE-'B' hereto fully and the common area as described in the SCHEDULE-'D' hereto proportionately.
- 1.2. It is clarified that the consideration as mentioned in Part I of the SCHEDULE-'C' hereto as payable by the Purchasers to the Developer includes:-
- a) Cost of proportionate undivided portioned share of land attributable to the said Unit morefully described in the SCHEDULE-'B' hereunder written.
- b) Cost of construction of the covered space comprised in the said Unit and Proportionate cost of construction and installation of the common areas and facilities.

2. TITLE:

2.1. It is recorded that the Purchasers has seen and examined the title and the manner of devolution thereof of the Owners and satisfied himself and shall not be entitled to raise any objection or claim based on any purported deficiency thereof. The Purchasers has also inspected the building permit

and sanctioned plan by the Kolkata Municipal Corporation in respect of the building and the location and area of the said Unit including authority of the said BUILDS REALITY CONSTRUCTION to sell and transfer the said Flats, Units, Car Parking Space, covered portion/shop in the building and the Properties Appurtenant thereto on behalf of the Owners and agrees and covenants not to raise any objection with not to raise any regard thereto and agrees and covenants objection with regard thereto.

2.2. The entire consideration hereunder agreed to be payable by the Purchasers shall be received and accepted by the Developer in terms of the mutual understanding between the Owners and the Developer.

3 EXTRAS:

- 3.1. In addition to the consideration mentioned in PART I of the SCHEDULE-'C' hereto, the Purchasers shall also pay to the Developer the proportionate costs, expenses, deposits and charges for:
- a) Forming the Association for the common purposes;
- b) Payments towards maintenance charges to be paid in advance of common amenities, being the maintenance charges of for first 180 days, on and from the date of registration of the deed of conveyance in respect of the said unit.
- c) Any other facility or installation not covered under the SCHEDULE-'D' hereto;
- d) The Purchasers shall have only to pay CESC directly for taking Electricity Meter in their names in the said Unit. There are no other charges to be paid by the Purchasers to the Developer/ Owner on the account of installation of the electricity meter for the said flat/unit.
- e) Betterment fees, development charges and other levies taxes duties and statutory liabilities that may be charged its transfer or on the premises or

the said Unit or on construction in terms hereof partially or wholly, as the case may be.

f) All stamp fees, registration fees and allied expenses on execution and registration of this agreement and of the sale deed or deeds and other documents to be executed and/or registered in pursuance hereof.

4 THE PURCHASERS SHALL ALSO PAY WHOLLY THE:-

- 4.1. increased costs of the Developer due to any variation orextra work over that mentioned in the SCHEDULE 'F' hereto;
- 4.2. G.S.T. or any other commercial tax (but excluding Income Tax) of the amounts payable to the Developer, if any.
- 5. All amounts mentioned in Clauses 4.1 and 4.2 hereinabove shall be paid by the Purchasers before the date of possession or within 7 (seven) days of demand by the Developer whichever by earlier. In case the exact liability on any head cannot be quantified, then the payment shall be made according to the SUBJECT TO subsequent Developers' reasonable estimationaccounting and settlement within a reasonable period.

6. MISCELLANEOUS COVENANTS DURING CONSTRUCTION:

- 6.1. Until delivery of possession of the said Unit to the Purchasers, the Developer shall exclusively be entitled possess the said Unit and the premises and every part thereof.
- 6.2. The Purchasers shall not deal with, let-out, encumber or transfer the said Unit and/or any of his rights, shares or benefits thereto without the consent in writing of the Developer first had and obtained, until full payment of consideration has been cleared and possession of the said Unit has been delivered to the Purchasers.

7. LOAN, REGISTRATION AND POSSESSION:

- 7.1. The Purchasers will be entitled to take loan for purchase from any Bank or Financial Institution. The Vendor and the Developer will extend all possible support for facilitation of taking such loan, by signing and supplying all papers and documents.
- 7.2. The Developer would complete the entire building in habitable condition and the Purchasers will be obliged to get the Deed executed and registered in respect of the said Unit within 2 (two) years from the date of execution of this presence. If for any reason the registration in respect of the said unit does not happen within the said stipulated period of time then a further extension of 6 (six) months will be granted and thereafter the Developer shall have every right to cancel this agreement and shall be entitled to sell the unit to any other party after refunding the money (interest free) as paid by the Purchasers with execution of this presents.
- 7.3. Simultaneously after receiving the balance of consideration money the Developer on execution and registration of the Deed of Conveyance shall handover possession of the said unit to the Purchasers tendering letter of possession.
- 8. MANAGEMENT, MAINTENANCE AND COMMON ENJOYMENT:
- 8.1. As from the date of possession, the Purchasers covenants:-
- a) To co-operate with the Developer in the management and maintenance of the new Building and/or the premises and formation of the Association to be formed and maintained by BUILDS REALITY CONSTRUCTION;
- b) To observe the rules framed from time to time by the
- c) Developer for the common purpose; To allow the Developer and its workmen to enter into the said Unit and for the common purposes;
- d) Unless the right of parking motor car is expressly granted and mentioned in the SCHEDULE-'B' hereunder written, the Purchasers shall not park or

allow or permit to be parked by his/her employees agents visitors guests customers etc. any motor car, two wheeler vehicle or any other vehicle at any place in the said premises (including at the open space surrounding the building) AND if the right to park car is so expressly granted and the Purchasers shall use only the Car Parking space so granted and that too only for the purpose of parking of his/her medium sized motor car;

- e) To pay and bear the common expenses in respect of the new building and/or the premises proportionately and the said Unit wholly;
- f) The Developer/Owners have represented to the Purchasers that all taxes levies in respect of the said unit and the said land are paid up to date. The Purchasers will be liable to pay taxes in respect of the said unit on and from the date of registration.
- g) To deposit the amounts reasonably required by the Developer towards the Purchasers' liability for the rates, taxes and other outgoings;
- h) To pay for electricity and other utilities consumed in or relating to the said Unit;
- i) Use the common areas and installations only to the extent required for ingress to egress from the said Unit of men, materials and utilities.
- j) Keep the common areas, open spaces, parking areas, paths, passages, staircase, lobby, landings etc. in the premises free from obstructions or encroachments and in a clean and orderly manner and not store or allow any one to store any goods articles or things in the staircase, lobby, landings pathways, passages or in any other common areas of the premise.
- k) Not to claim any right whatsoever or howsoever over any Unit or portion in the building save the said Unit.

- l) not carry on or cause to be carried on any obnoxious injurious noisy dangerous hazardous illegal or immoral trade or activity in or through the said Unit.
- m) To use the said Unit for residential purposes and for no other purposes (such as Guest House, Boarding & Lodging House, Hotel, Nursing Home, Meeting Place, Club, Fating & Catering Centre, Hobby Centre or any commercial, manufacturing or processing work etc.,) whatsoever without the consent in writing of the Developer first had and obtained it being expressly agreed that such restriction on the Purchasers shall not in any way restrict the right of the Developer to use or permit any other Unit or portion of the said building to be used for any other purposes.
- n) Not to put any article including name plate and letter box save at the place approved or provided by the Developer; and
- o) Observe such other covenants as be deemed reasonable by the Developer and upon formation of Association by the Association for the common purposes.
- 8.2. Developer shall manage and maintain the new building and the premises and the Purchasers shall pay to the Developer as common expenses a fixed amount calculated at such rate as be advised by the Architect subject to increase according to rise in relevant price index, from time to time.
- 8.3. The deposit for the rates and taxes from time to time shall be according to the laws then prevailing.
- 8.4. The said payments and/or deposits shall be made within 7th day of month for which the same be due, in case of monthly payments and otherwise, within 8 (eight) days of the Developer's demand.

- 8.5. All amounts to be deposited by the Purchasers in pursuance hereof shall be interest free and shall be utilized only for the purpose for which the same are made respectively SUBJECT HOWEVER to the other provisions hereof.
- 8.6. At or before the date of possession, the Purchasers shall deposit with the Developer a sum as deposit towards the common expenses and rates. Such deposit shall be treated as a security deposit and shall be transferred to the Association, upon its formation.

9. OWNERS' ASSOCIATION:-

- 9.1. The Developer shall form the Owners' Association with all intending purchasers i.e. co-owners, for the common purpose and the Unit holders shall be made the members thereof with: equal powers therein. In other words, each Unit shall represent one share, irrespective of the number of persons owning it and irrespective of the same person owning more than 1 (one) Unit.
- 9.2. The Purchasers shall bear and pay the proportionate costs of formation and the expenses of the Association and shall pay for acquire and hold membership with proportionate voting rights.
- 9.3. The Developer shall upon completion of the new building transfer to the Association all the Developer's rights and obligations with regard to the common purposes and shall also transfer the residue then remaining of the security deposit and other deposits, if any, made by the Unit holders for the common adjusting all amounts then remaining due and payable by them purposes after to the Developer. The amounts thus transferred shall be held by the Association in the account of the co-unit holders respectively for the purposes thereof.
- 9.4. After the Developer makes the aforesaid transfer to the Association, all the rights and obligations of the Developers with regard to the common

purposes shall stand transferred to the Association and only the Association shall be entitled thereof and obliged therefore.

10. DEFAULTS-

Notwithstanding anything herein contained, in case the Purchasers commits defaults in observing his/her/their covenants including those for payment, within the time specified therefore, then and in such event, this agreement shall stand terminated and all rights and claims of the Purchasers against the Developer and/or Association, the premises and/or the said Unit and/or the common areas shall stand extinguished and the Developers shall be entitled to sell the said Unit and the right or share of the Purchasers in satisfaction of the dues and claims and shall refund the (interest free) part consideration received by them.

In case the Developer condones the default of the Purchasers then and in such event, the Purchasers shall along with such dues and/or arrears, pay compensation for the loss and/or damage suffered by the Developers.

- 10.1. Without prejudice to the aforesaid, in case such default of relevant covenants are committed by the Purchasers after the date of possession, the Developer and upon its formation, the Association, shall also be entitled to withhold all utilities and facilities to the Purchasers and/or said unit including electricity, water supply and/or other services, during the time the Purchasers are in default.
- 10.2. That if the Purchasers make payment of all the residue amount i.c. the total consideration money including all taxes, GST, etc, to the Developer and in spite of the same if the Developer fails to and/or reluctant to execute and register the Deed of Conveyance in favour of the Purchasers without any valid reason, the Purchasers shall have liberty to take recourse of law by instituting a suit for specific performance of contract to get the Deed registered in their favour.

10.3. It will be the essence of this sale agreement that the Developer will
construct one self contained Flat being Flat No on the Side of
Floor, admeasuring an area () Square Feet of carpet
area equivalent to () Square Feet of built-up area
equivalent to (Square Feet of super built-up area be
the same or a little more or less, consisting of () Bed Rooms, ()
Living-cum-Dining, () Bath-cum- Privy/Toilets, () Kitchen
and () Balcony/Verandah etc, having Tiles flooring, together with one
Covered Car Parking space on the Ground Floor, in the said newly
constructed G+IV (Ground plus Four) storied building mentioned in the
Schedule-'A' below, being the Unit No, the Unit must be completed
before the registration of the Deed of Conveyance for the same Unit in the
property mentioned below.

10.5. It is essence of this sale agreement that if the Developer fails to construct the said Flat before the completion of stipulated period of time as mentioned above, in that case this sale agreement shall be cancelled and the Developer shall refund the money so received from the Purchasers to the

Purchasers along with the registration cost and the advocate fees for the registration of the present sale agreement.

10.6. That the Owner/Vendor and the Developer shall be at obligation for refunding the money so received by them without any interest to the Purchasers if the agreement is cancelled for any other reason.

11. RIGHTS OF DEVELOPER:

- 11.1. The Developer shall have the right to grant to any person theexclusive right to park his/ her/ their car or wheeler or otherwise use and enjoy for any other purposes, the said side and back open spaces of the building or premises and also to use and occupy the area (save and except the common utility portions) as a covered spaces in the Ground Floor of the building (including car parking spaces this for to the Purchasers under not expressly provided Agreement) in such manner as the Developer shall in their absolute discretion think fit and proper for which the Purchasers shall not object the same and hereby consented to for the same without obstructing the ingress / egress of the Purchasers/ Unit owners
- 11.2. The Developer shall machine room of the new proposed building and shall be entitled to install any fittings and fixtures therein upon the said roof of the lift machine room as they shall deem fitand proper for which the Purchasers or any other occupants of the said building shall have no claim or demands.

12. MISCELLANEOUS:

12.1. This Agreement supersedes all previous negotiations discussion. understanding or anything what has been contained in any brochure and or publication and the parties shall be governed by what has been agreed upon and in no event the Buyer shall set up any oral agreement.

12.2. G.S.T./ SERVICE TAX:

In the event of the Developer being liable or being made liable to pay any amount on account of G.S.T./Service Tax or any other taxes for construction and/or transfer of the said Unit in favour of the Purchasers herein, then in that event the Purchasers shall be liable to make payment of the amount which may become payable on account of G.S.T./Service Tax and the Buyer agrees to make payment of the same upon a demand being made by the Developer and the buyer agrees to keep the Developer and/or Seller and its officers indemnified against all actions, suits, proceedings, costs, charges and expenses in respect thereof.

13. LEGAL PROCEEDINGS:

13.1 All disputes and differences by and between the parties hereto inany way relating to or connected with the premises and/or the new building and/or this agreement and/or anything done in pursuance hereof the parties shall have liberty to take recourse of law before the competent court.

14. JURISDICTION:

14.1. Only the Courts having territorial jurisdiction over the premises shall have jurisdiction in all matters relating to or arising out of this agreement.

15. NOTICE:

15.1. All notices to be served hereunder by any of the parties on the other shall be deemed to have been served on the 4th (fourth) day of date of dispatch of one copy of such notice by registered post with acknowledgement due and the second copy of such notice under Speed Post with acknowledgement at the address of the other party mentioned herein above hereafter notified in writing and irrespective of any change of address or return of the cover sent by registered post without raise any the

same being served. None of the parties shallobjection as to service of notices, served as aforesaid.

THE SCHEDULE 'A' ABOVE REFERRED TO

(Description of the Entire property)

ALL THAT piece and parcel of land measuring as per Deed an area of 6 (six) Cottahs be the same a little more or less which is now physically measuring about 4 (four) Cottahs 13 (thirteen) Chittaks be the same a little more or less, together with a G+IV (Ground plus Four) storied building standing thereon, lying and situated at and being portion of Municipal Premises No. 25, Chakrabere Lane, mailing address Premises No. 25, Chakraberia Lane, Kolkata- 700020, at present within the limits of the Kolkata Municipal Corporation, under Ward No. 69, having Assessee No. 110691000760, Post Office and Police Station- Ballygunge, Kolkata- 700020, in the District of South 24-Parganas, together with all easement rights over, through and along with 26.7' feet wide Road adjacent to the said Plot of Land, including all rights, title, interest, shares and possession in respect of the said Plot of Land and the said property is butted and bounded in the manner as follows:-

On the NORTH: By 16'-5" feet wide K.M.C. Road;

On the SOUTH: By Khirod Bhawan, Premises No. 24, Chakraberia Lane;

On the EAST: By 26'-7" feet wide Chakraberia Lane;

On the WEST: By Premises No. 26, Chakraberia Lane.

THE SCHEDULE-'B' ABOVE REFERRED TO

(Description of the said Flat & Car Parking space to be conveyed)

ALL THAT piece and parcel oneself contained Flat being Flat No on the
Side of Floor, admeasuring an area () Square Feet of
carpet area equivalent to () Square Feet of built-up area
equivalent to () Square Feet of super built-up area be
the same or a little more or less, consisting of () Bed Rooms, (
) Living-cum-Dining, () Bath-cum-Privy/Toilets, ()
Kitchen and () Balcony/Verandah etc, having Tiles flooring,
together with one Covered Car Parking space on the Ground Floor, in the
said newly constructed $G+IV$ (Ground plus Four) storied building, lying and
situated at and being portion of Municipal Premises No. 25, Chakrabere
Lane, mailing address Premises No. 25, Chakraberia Lane, Kolkata- 700020,
at present within the limits of the Kolkata Municipal Corporation, under
Ward No. 69, having Assessee No. 110691000760, Post Office and Police
Station- Ballygunge, Kolkata- 700020, in the District of South 24-Parganas,
together with Lift facility in the said SCHEDULE 'A' building, at the premises
described under thehereinabove written along with undivided proportionate
share of land of the said Premises and the said Unit along with the right to
use the common parts and portions of the said building, together with all
right, title, interest and right of easement attached thereto, forming out of
the Schedule 'A' property and the said Flat is more fully and particularly
shown and delineated in colour RED in the Map/Plan annexed herewith and
the said Map/Plan is treated as a part and parcel of this agreement.

THE SCHEDULE 'C' ABOVE REFERRED TO

PART-I

(Total Consideration)

Towards total consideration cost of undivided proportionate share of land attributable to the said Flat/Apartment No. -----& Car Parking space payable to the Developer and towards cost of construction of the covered space comprised in the said Flat/Apartment No. ----- & Car Parking space and proportionate cost of construction and installation of the common areas and facilities

Rs
TOTAL Rs
(RupeesOnly)
PART-II
(SCHEDULE OF PAYMENT OUT OF THE TOTAL CONSIDERATION TO BE MADE BY PURCHASER)
A) On or before the execution of this presence the Purchasers will pay to the Developer a sum of Rs
b) After completion of piling work the Purchasers will pay to the Developer a sum of Rs
c) After completion of foundation work the Purchasers will pay to the Developer a sum of Rs
d) After completion of casting of 1st slab the Purchasers will pay to the Developer a sum of Rs

e) After completion of casting of 2nd slab the Purchasers will pay to the
Developer a sum of Rs
f) After completion of casting of 3rd slab the Purchasers will pay to the Developer a sum of Rs
g) After completion of casting of 4th slab the Purchasers will pay to the Developer a sum of Rs
h) After completion of casting of 5th slab the Purchasers will pay to the Developer a sum of Rs
i)After completion of brick work and plaster the Purchasers will pay to the Developer a sum of Rs
j) After completion of flooring the Purchasers will pay to the Developer a sum of Rs
k) At the time of execution and registration of Deed of Conveyance in favour of the Purchaser with
delivery of physical possession of the said Unit the Purchaser will pay to the Developer a sum of Rs
TOTAL Rs
(Rupees Only)

THE SCHEDULE-D' ABOVE REFERRED TO

(THE COMMON AREAS)

SECTION A: (Those which are included in the construction price)

AREA:

PART-I

- a) That the Purchasers herein shall have exclusive right to park one Car in the Ground Floor of the said premises.
- b) Open and/or covered paths and passages on the Ground Floor; Lobbies and stair cases; main gate, side entrance;
- c) Common installations on the roof;
- d) The ultimate Roof of the new Building except the Developers room and toilet.

AREA NOT COVERED UNDER PART-I

Common areas shall not include the open or covered Car Parking Spaces and other open and covered spaces in the Ground Floor at or within the premises which shall remain exclusive property of the Developer.

PART-II

1. WATER AND PLUMBING:

Water reservoirs, water tanks, water pipes (save those inside any Unit).

2. ELECTRICAL INSTALLATION:

a) Wiring and accessories for lighting of common areas.

- b) Pump and motor.
- c) Lift, Lift machine,
- 3. DRAINS: Drains, sewers, pipes and septic tank.
- 4. OTHERS: Other common areas and installations and/or equipment as are provided in the new Building for common use and/or enjoyment save and except the portions mentioned hereinabove exclusively reserved by the Developer.

SECTION-B

(Those for which proportionate costs are to be paid by the Purchasers).

- 1. Electrical installations relating to meter including service lines for receiving electricity from suppliers.
- 2. Electrical meter for individual unit.
- 3. Other facilities or installations provided for the common use of the Co-Owners and not covered by SECTION A herein above.

THE SCHEDULE-'E' ABOVE REFERRED TO

(Common expenses to be borne proportionate by the Unit occupiers)

- 1. MAINTENANCE: All costs for maintaining, operating, replacing repairing, white washing, painting, decorating, re-decorating, re-building, reconstructing, lighting and renovating the common areas including the exterior or interior (but not inside any Unit) walls of the new Building.
- 2. OPERATIONAL: All expenses for running and operating all machinery, equipment and installations comprised in the common areas including pumps and other common installations including their license fees, taxes and other levies (if any) and the lights of the common areas.
- 3. STAFF: The salaries of and all other expenses on the staff to be employed for the common purposes, viz. Manager, clerks, security personnel, liftmen, sweepers, plumbers, electricians etc. including their perquisites, bonus and other employment and benefits,
- 4. OWNERS' ASSOCIATION: Establishment and at other expenses of the association including its formation, office and miscellaneous expenses and also similar expenses of the Developer until handing over to the association.
- 5. INSURANCE: All expenses for insuring the new Building and/or the common areas, inter alias, against earthquake, fire, mob violence, damages, civil commotion etc.
- 6. FIRE FIGHTING: Costs of installing and operating the fire- fighting equipment's and personnel, if any.
- 7. COMMON UTILITIES: All charges and deposits for supplies of common utilities to the Co-Owners in common.
- 8. ELECTRICITY: All charges for the electrical energy consumed for the operation of the common machinery and equipment.

- 9. LITIGATION: All litigations expenses incurred for the common purposes and relating to common use and enjoyment of the common areas.
- 10. RATES AND TAXES: Municipal tax, multistoried building tax, water tax and other levies in respect of the land and the new building save those separately assessed on the Purchaser.
- 11. RESERVES: Creation of fund for replacement renovation and other periodic expenses.

THE SCHEDULE-'F' ABOVE REFERRED TO

SPECIFICATION OF WORK

(MANNER OF COMPLETION OF THE NEW BUILDING)

- 1. Foundation Structure-
 - Fully R.C.C. Structure with Pile Foundation;
- 2. Wall (Finish) -

Internal will with be finished with Putty and external wall with cement paint and textured paint;

3. Windows-

Upvc Sliding Windows;

4. Doors-

Main door will be of TATA Pravesh; Others- Hot presed Flush (Painted)

5, Flooring and Skirting-

Bed rooms, living rooms will be fitted with branded tiles finish; Kitchen rooms will be finished with Vitrified tiles; Toilets/bath-privy will be finish with antiskid vitrified tiles; Stairs and lobby- Granite and marble combination;

6. Kitchen-

Cooking platform-granite with stainless steel sink; Colored ceramic tiles with 3' feet above platform;

7. Bath-Privy/Toilets-

CPVC concealed pipelines with hot & cold lines; Wall hang commode, basin with jaguar fittings;

8. Garage area -

Finished with brick soling with Kota Stone/decorated tiles finish.

- 9. M.S. grill and staircase made out of M.S. square bar, flats or as per design.
- 10. Roof finished with water proofing chemicals with decorated type tile finished.
- 11. External paint weather coat.
- 12. All water supply line make CPVC pipe.
- 13. All soil, water and rain water PVC with PVC fittings.
- 14. Each bedroom shall have substantial points with light points, far points. One 15 amp power plus each bed room for Air conditioning
- 15. Kitchen -Kitchen with One light plus point and power point for running microwave etc. one exhaust fan point.
- 16. Drawing/dinning has 2 fans, 4 light point, one light plug point,
- 17. Toilet 15 amp power plug for geyser, one light point, one fan point and light plug for shaving.
- 18. Staircase One point each landing with 2-way switch control.
- 15 amp power plug for refrigerator.
- 19. Garage area one light point in each bay.
- 20. Gate light points.

21. Front Fate - front side has M.S. grill gate for security purpose. 22. 24 (twenty four) hours water supply pump with automatic switch. U.G. tank & O.H. tank same size. Septic tank as per ISI design to be provided. 23. Branded Lift with ARD fitted Capacity of 4 passengers. 24. Attractive entrance lobby with landscaped ground floor. 25. Modern Architectural Elevation. 26. Full height car parking. IN WITNESS WHEREOF the PARTIES hereunto have set and subscribed their respective hands and seals on the day month and year first above written. SIGNED, SEALED AND DELIVERED In Presence Of: **WITNESSES:** 1. 2. Signature of the Owner/ Vendor Represented by her lawful constituted Attorney -----Signature of the Builder/Developer/Confirming Party

Signature of the Purchasers

MEMO OF CONSIDERATION

named PURCHASERS l	being the parderation mo	rt payment advance a	Only from the within nd/ or earnest money (Rupees)
Cheque/ RTGS No.		Dated	Amount
		Signature of The I	DEVELOPER/BUILDER
<u>Witnesses:</u>		Signature of The I	DEVELOPER/BUILDER
1.			
2.			