

AGREEMENT FOR SALE

**THIS AGREEMENT FOR SALE IS MADE ON THIS DAYTHE
2023**

BY

M/S. NIRMAL BUILDERS, A SOLE PROPRIETORSHIP CONCERN, HAVING ITS OFFICE AT 11, HARI SAVA MATH, BRAHMAPUR, NEAR AGRADOOT CLUB, POST OFFICE BANSDRONI, POLICE STATION BANSDRONI (PREVIOUSLY REGENT PARK), KOLKATA-700070, DISTRICT: SOUTH 24 PARGANAS AND BEING REPRESENTED BY IT'S SOLE PROPRIETOR SRI NIRMAL DEBNATH PAN: ADTPD 5129 R) (AADHAAR 5519 5057 4722), SON OF LATE FATICK DEBNATH, BY RELIGION HINDU, BY NATIONALITY INDIAN, BY OCCUPATION BUSINESS AND RESICING AT 19., JUBILE PARK, POST OFFICE BRAHMAPUR, KOLKATA _700096, POLICE STATION BANSDRONI (PREVIOUSLY REGENT PARK), DISTRICT: SOUTH 24 PARGANAS HEREINAFTER CALLED AND REFERRED TO AS THE OWNER / VENDOR (WHICH TERM OR EXPRESSION SHALL UNLESS EXCLUDED BY OR REPUGNANT TO THE SUBJECT OR CONTEXT BE DEEMED TO MEAN AND INCLUDE IT'S PROPRIETOR'S HEIRS, EXECUTORS, SUCCESSORS, ADMINISTRATORS AND LEGAL REPRESENTATIVES AND ASSIGNS) OF **THE FIRST PART.**

TO AND IN FAVOUR OF

..... (PAN.....), SON OF BY OCCUPATION, BY RELIGION, BY NATIONALITY..... AND RESIDING AT....., HEREINAFTER CALLED AND REFERRED TO AS THE PURCHASER (WHICH TERM OR EXPRESSION UNLESS EXCLUDED BY AND REPUGNANT TO THE CONTEST SHALL MEAN AND INCLUDE HIS HEIRS, SUCCESSORS, EXCCUTORS, LEGAL REPRESENTATIVES, ADMINISTRATORS AND ASSIGNS) OF **THE SECOND PART.**

WHEREAS ONE SMT. MINATI MOHANTI PURCHASED ALL TH^oT THE PIECE AND PARCEL OF LAND MEASURING ABOUT 03 (THREE) COTTAHS 08 (EIGHT) CHITTACKS AND 25 (TWENTY FIVE) SQ.FT.,

LYING AND SITUATE WITHIN THE DISTRICT: SOUTH 24 PARGANAS, POLICE STATION BANSDRONI (PREVIOUSLY TOLLYGUNGE THEREAFTER REGENT PARK), ADDITIONAL DISTRICT SUB REGISTRAR AT ALIPORE, J.L. NO.48, RE. SA. NO. 169, TOUZI NO. 60, MOUZA BRAHMAPUR, APPERTAINING TO R.S. KHATIAN NO.284 AND 622, COMPRISING RS. DAG NO.56 AND 57, WITHIN THE LIMITS OF THE KOLKATA MUNICIPAL CORPORATION, FROM THE THEN OWNERS NAMELY ABBAS UDDIN MONDAL AND OTHERS, BY VIRTUE OF EXECUTION AND REGISTRATION OF BENGALI DEED OF SALE (SAF BIKROY KOBALA DALI) DATED 22,04.1987, WHICH WAS DULY REGISTERED AT THE OFFICE OF THE DISTRICT SUB REGISTRAR, ALIPORE, SOUTH 24 PARGANAS AND RECORDED IN BOOK NO. I, VOLUME NO. 25, FROM 439 TO 456 PAGES AND BEING DEED NO. 5859 FOR THE YEAR 1987.

DURING HER SOLE AND ABSOLUTE OWNERSHIP AND PEACEFUL POSSESSION AND ENJOYMENT OF THE SAID PROPERTY, THE SAID MINATI MOHANTI MORTGAGED THE SAID PROPERTY BEFORE THE COMPETENT AUTHORITY OF THE STATE BANK OF INDIA FOR HER PERSONAL FINANCIAL ASSISTANCE. HOWEVER, THE SAID MINATI MOHANTI FAILED TO REPAY THE PRINCIPAL AMOUNT ALONG WITH INTEREST TO THE CONCERNED BANK WITHIN THE STIPULATED PERIOD OF TIME.

SUBSEQUENTLY, ON COMPLIANCE ALL THE PROCEDURES AND LAWS OF THE SECURITIZATION AND RECONSTRUCTION OF FINANCIAL ASSETS AND ENFORCEMENT OF SECURITY INTEREST ACT, 2002, THE SAID MINATI MOHANTI FAILED TO CLEAR THE LOAN AMOUNT TO THE CONCERNED BANK.

HENCE IN ACCORDANCE WITH THE PROVISIONS OF THE SECURITIZATION AND RECONSTRUCTION OF FINANCIAL ASSETS AND ENFORCEMENT OF SECURITY INTEREST ACT, 2002 AND IN EXERCISE OF THE POWERS CONFERRED UNDER SECTION 13 READ WITH RULE 12 OF THE SECURITY INTEREST (ENFORCEMENT) RULES, 2002, THE AUTHORIZED OFFICER NAMELY NARAYAN CHANDRA KUNDU, OF THE STATE BANK OF INDIA, STRESSED

ASSETS RECOVERY BRANCH, ISSUED A SALE CERTIFICATE ON 05.03.2012 IN RESPECT OF THE ABOVE MENTIONED PROPERTY TO AND IN FAVOR OF NIRMAL BUILDERS BEING REPRESENTED BY ITS SOLE PROPRIETOR NAMELY SRI NIRMAL DEBNATH AND THE SAID SALE CERTIFICATE HAD SUBSEQUENTLY BEEN REGISTERED ON 11.08.2012, AT THE OFFICE OF THE ADDITIONAL DISTRICT SUB REGISTRAR AT ALIPORE AND RECORDED IN BOOK NO. I, CD VOLUME NO. 29, FROM 3637 TO 3643 PAGES AND BEING DEED NO. 06566 FOR THE YEAR 2012.

ON AND FROM THE DATE OF PURCHASE OF THE SAID PROPERTY, THE SAID NIRMAL BUILDERS STARTED TO POSSESS AND ENJOY THE SAME SOLELY AND ABSOLUTELY AND WITHOUT ANY DISTURBANCE AND/ OR HINDRANCE FROM ANYBODY.

AND WHEREAS DURING ITS SOLE AND ABSOLUTE OWNERSHIP AND ENJOYMENT OF THE ABOVE MENTIONED PROPERTY, IT HAS BEEN REFLECTED FROM THE SAID DEED THAT SOME ERROR AND / OR OMISSIONS HAVE BEEN MADE AND FOR THE SAME, THE SAID NIRMAL BUILDERS BEING REPRESENTED BY ITS SOLE PROPRIETOR SRI NIRMAL DEBNATH (BEING THE OWNER / VENDOR HEREIN NAMED), HAVE EXECUTED A DEED OF DECLARATION FOR MODIFICATION ON 19.09,2012, WHICH WAS DULY REGISTERED AT THE OFFICE OF THE ADDITIONAL SUB REGISTRAR AT ALIPORE AND RECORDED IN BOOK NO. IV, CD VOLUME NO. 6, FROM 3583 TO 3591 PAGES AND BEING DEED NO. 02323 FOR THE YEAR 2012.

AND WHEREAS WHILE SEIZED AND POSSESSED THE SAME SOLELY AND ABSOLUTELY, THE SAID SRI NIRMAL DEBNATH BEING THE SOLE PROPRIETOR OF NIRMAL BUILDERS, ALSO RECORDED ITS NAME BEFORE THE OFFICE OF THE B.L. & L.R.O. AND ITS NAME HAS DULY BEEN RECORDED UNDER L.R. KHATIAN NO. 2901 COMPRISED UNDER DAG NO. 56 AND 57, AND THEREBY PAYING ITS RENTS, KHAJNA RECEIPTS AND OTHER PAYABLES TO THE APPROPRIATE AUTHORITY.

SUBSEQUENTLY, THE OWNER / VENDOR HEREIN NAMED HAVE ALSO MUTATED ITS NAME IN THE BOOKS AND RECORDS OF THE KOLKATA MUNICIPAL CORPORATION UNDER WARD NO. 112 AND THE SAID PROPERTY HAS BEEN KNOWN AND NUMBERED AS THE KMC PREMISES NO. 108, SEIKHPARA, KOLKATA 700096 AND THE SAID PROPERTY HAS BEEN ASSESSED UNDER ASSESSEE NO. 31-112-17-0108-3 AND THEREBY STARTED TO PAY ITS TAXES, RENTS AND OTHER PAYABLES TO THE CONCEDED AUTHORITY REGULARLY.

SUBSEQUENTLY, FOR THE PURPOSE OF BETTER USE & UTILIZATION OF THE PROPERTY, THE OWNER / VENDOR HEREIN-NAMED HAS DECIDED TO DEVELOP THE PROPERTY BY RAISING A MULTISTORIED BUILDING THEREON AND THEREAFTER WITH HIS INITIATION AND INVESTMENT, A BUILDING PLAN WAS PREPARED BY A COMPETENT ENGINEER AND THE SAME WAS SUBMITTED BEFORE THE COMPETENT AUTHORITY OF THE KOLKATA MUNICIPAL CORPORATION AND AFTER PROPER COMPLIANCE OF ALL THE PROVISIONS OF VARIOUS ACTS & RULES OF THE MUNICIPAL CORPORATION, THE SAID BUILDING PLAN HAS BEEN SANCTIONED BY THE COMPETENT AUTHORITIES OF THE KOLKATA MUNICIPAL CORPORATION VIDE BUILDING PERMIT NO. 2022110114 DATED 10.06.2022, FOR RAISING A G + THREE STORIED BUILDING,.

THEREAFTER, THE SAID M/S. NIRMAL BUILDERS, REPRESENTED BY ITS SOLE PROPRIETOR NAMELY SRI NIRMAL DEBNATH, THE OWNER / VENDOR HEREIN HAS DEPUTED VARIOUS TECHNICAL PERSONS, MASONS AND LABOURS FOR THE PURPOSE OF CONSTRUCTION OF THE SAID PROPOSED+ THREE STORIED BUILDING.

IN THIS SITUATION THE OWNER/ VENDOR HEREIN, HAS DECIDED TO SELL OUT THE SCHEDULE C' MENTIONED FLAT HEREIN AND HAS STARTED TO FIND OUT ANY SUITABLE PURCHASERS/S.

GETTING THE KNOWLEDGE ABOUT THE DESIRE OF THE OWNER/ VENDOR HEREIN NAMED AND ALSO HAVING THE REQUIREMENT TO PURCHASE SUCH A SELF-SUFFICIENT FLAT, THE PURCHASER HEREIN-NAMED HAVE INSPECTED THE PAPERS & DOCUMENTS OF THE PROPERTY AS ALSO VISITED THE SITE AND BEING SATISFIED WITH THE TITLE OF THE OWNER, SCHEME PLAN, SPECIFICATION & CONSTRUCTION OF THE BUILDING, THE PURCHASER ABOVE - NAMED HAVE PROPOSED TO PURCHASE THE FLAT, AS MORE-FULLY DESCRIBED **IN THE SCHEDULE C** HEREUNDER AND SITUATED ON THE LAND MORE-FULLY DESCRIBED IN THE SCHEDULE A' BELOW. THE FLAT, BEING NO., MEASURING ABOUT SQ. FT, SUPER BUILT - UP AREA, OUT OF THE G + THRC E STORIED BUILDING, INCLUDING THE PROPORTIONATE SHARE OF STAIR CASES TOGETHER WITH THE PROPORTIONATE SHARE OF OTHER COMMON AREAS ALONG WITH THE UNDIVIDED PROPORTIONATE SHARE IN THE LAND AND OTHER COMMON CASEMENT RIGHTS, OBLIGATIONS & LIABILITIES AT OR FOR THE LUMP SUM PRICE AND / OR CONSIDERATION AMOUNT OF RS..... (RUPEES.....)ONLY.

FINDING THE OFFER AS AN ACCEPTABLE ONE, THE OWNER / VENDOR ABOVE-NAMED HAS AGREED TO SELL TO THE PURCHASER ABOVE - NAMED ALL THAT THE FLAT BEING MORE FULLY & PARTICULARLY DESCRIBED IN THE SCHEDULE C' BELOW BY WAY OF SALE AS MENTIONED ABOVE AND UNDER THE TERMS & CONDITIONS AS SET FORTH UNDER THE SCHEDULE HEREIN AT OF AGAINST THE PRICE AND / OR CONSIDERATION OF RS..... RUPEES.....) ONLY, ALONG WITH ALL THE COMMON RIGHTS, FACILITIES,

AMENITIES, LIBERTIES AND LIABILITIES TOGETHER WITH THE PROPORTIONATE SHARE AND INTEREST IN THE LAND UNDERNEATH, WHICH ARE MORE FULLY DESCRIBED UNDER THE **SCHEDULE C'** BELOW, TO AND IN FAVOUR OF THE PURCHASER HEREIN-NAMED AND HAVING FULL RIGHT, INTEREST, POSSESSION AND AUTHORITY TO ENTER INTO AN AGREEMENT FOR SALE IN RESPECT OF THE PROPERTY MENTIONED IN THE

SCHEDULE C HEREIN, UNDER SOME SPECIFIC TERMS AND CONDITIONS.

NOW THIS AGREEMENT FOR SALE WITNESSETH AS FOLLOWS:

(1) THE OWNER / VENDOR HEREIN-NAMED HAS AGREED TO SELL AND THE PURCHASER HAVE AGREED TO PURCHASE ALL THAT THE SELF - SUFFICIENT RESIDENTIAL FLAT, BEING NO..... FLOOR, MEASURING ABOUT SQ. FT., SUPER BUILT - UP AREA, OUT OF THE G + THREE STORIED BUILDING AND THE OWNER/ VENDOR HEREIN _ NAMED HAS AGREED TO TRANSFER THE UNDIVIDED PROPORTIONATE SHARE OF THE LAND, AS DESCRIBED IN THE **SCHEDULE A'** BELOW, THE DETAILS OF WHICH ARE MORE FULLY AND PARTICULARLY DESCRIBED IN THE SCHEDULE BELOW, TOGETHER WITH THE PROPORTIONATE SHARE OF OTHER COMMON AREAS AND COMMON CASEMENT RIGHTS ALONG WITH THE OBLIGATIONS AND LIABILITIES, AT OR FOR A TOTAL PRICE OF RS..... (RUPEES.....) ONLY.

(2) THE PARTY OF THE FIRST PART IS HEREBY GIVING FULL ASSURANCE TO THE PARTY OF THE SECOND PART HEREIN THAT THE FLAT, UNDER SCHEDULE C IS FREE FROM ALL OR ANY ENCUMBRANCES AND THE OWNER/ VENDOR HEREIN-NAMED AND OR AGENTS HAVE NEITHER SIGNED TOR ANY TYPE OF CHARGE AND / OF MORTGAGE IN RELATION WITH THE SAID NEITHER ACCOMMODATION NOR ANY OTHER TYPE OF AGREEMENT NOR ANY SUIT OR PROCEEDING.

(3) THE PURCHASER HEREIN HAVE ALREADY PAID A SUM OF RS.(RUPEES) AS BOOKING AMOUNT ON AND SHALL MAKE PAYMENT OF RS. (RUPEES) ONLY WITHIN 07 (SEVEN) DAYS FROM THE DATE OF BOOKING OR AT THE TIME OF EXECUTION OF THIS AGREEMENT, WHICHEVER IS EARLIER, TO THE OWNER/ VENDOR HEREIN-NAMED AND THE PAYMENT OF THE RESIDUE PORTION OF THE

CONSIDERATION MONEY WILL BE PAID AS PER THE PAYMENT SCHEDULE

(4) THE POSSESSION OF THE SAID FLAT/ ACCOMMODATION, UNDER THIS AGREEMENT FOR SALE, WILL BE DELIVERED AFTER THE MONTH OF FROM THE DATE OF EXECUTION OF THIS AGREEMENT, BUT THE POSSESSION OF THE SAME WILL ONLY BE DELIVERED AFTER MAKING PAYMENT OF THE ENTIRE CONSIDERATION AMOUNT, AS ALSO THE OTHER PAYABLES AS PER THE TERMS OF THIS AGREEMENT.

(5) ON COMPLETION OF THE PAYMENT OF FULL CONSIDERATION MONEY, BY THE PURCHASER, THE OWNER / VENDOR HEREIN-NAMED SHALL TRANSFER THE SAID FLAT, TOGETHER WITH THE PROPORTIONATE SHARE IN THE LAND AND ALSO CONFIRM THE SAID SALE, BY EXECUTING AND REGISTERING A DEED OF SALE, AT THE COSTS AND EXPENSES OF THE PURCHASER HEREIN-NAMED.

(6) BESIDE THE AMOUNTS STATED HEREIN ABOVE, THE PURCHASER AFTER GETTING

(i) PROPORTIONATE SHARE OF ALL OUTGOINGS AND MAINTENANCE CHARGES AND ALL OTHER EXPENSES NECESSARY AND INCIDENTAL TO THE SAID BUILDING, THE EXPENSES AND OUTGOINGS IN RESPECT OF THE COMMON AREAS AND FACILITIES SPECIFIED IN **THE SCHEDULE E** HEREUNDER WRITTEN.

(ii) SO LONG AS THE FLAT AND OTHER SPACES OF THE SAID BUILDING ARE NOT SEPARATELY ASSESSED FOR MUNICIPAL TAXES UNDER THE APPLICABLE LAWS, PROPORTIONATE SHARE OF TAXES ASSESSED ON THE SAID BUILDING/PREMISES/FLAT SHALL BE PAYABLE BY THE PURCHASER/S.

(7) THE OWNER/ VENDOR HEREIN-NAMED DECLARES AS FOLLOWS : -

(i) HE HAS THE NECESSARY RIGHT, TITLE, INTEREST AND POSSESSION IN RESPECT OF THE PROPERTY UNDER THE

AGREEMENT FOR SALE HEREIN AND HAS FULL POWER AND AUTHORITY TO ENTER INTO THIS AGREEMENT FOR SALE.

II) THE FLAT /ACCOMMODATION UNDER THIS AGREEMENT FOR SALE IS FREE FROM ALL OR ANY ENCUMBRANCES LIKE CHARGES, MORTGAGES, LIENS, LIS PENDENS ETC.

III) HE OF ANYBODY ON BEHALF OF HIM ILL THIS DATE HAS OR HAS NOT ENTERED INTO ANY AGREEMENT AND/OR EXECUTED ANY OTHER DOCUMENT IN RESPECT OF THE FLAT

IV) TILL DATE NEITHER HE NOR ANYBODY ON BEHALF OF HIM HAS OR HAVE RECEIVED ANY TYPE OF NOTICE FROM ANY AUTHORITY IN RESPECT OF ANY OF THE FLAT/ ACCOMMODATION/ UNIT, BEING THE SUBJECT MATTER OF THE INSTANT AGREEMENT, WHICH MAY DEBARS THEM FROM ENTERING INTO THE INSTANT AGREEMENT.

V) HE DOES HEREBY UNDERTAKE TO COMPENSATE THE PURCHASER HEREIN NAMED IN ALL OR EVERY RESPECT IF ANYTHING OUT OF THE ABOVE DECLARATIONS MADE OR EMERGES AS WRONG OR MISREPRESENTATION OF FACTS.

(8) IT IS HEREBY SPECIFICALLY AGREED BY AND BETWEEN THE PARTIES HERETO THAT THE PURCHASER SHALL BE ENTITLED TO HAVE AND TO HOLD THE SAID FLAT/ ACCOMMODATION AND UNDIVIDED PROPORTIONATE PART OR SHARE IN LAND AND COMMON AREAS AND FACILITIES, DESCRIBED IN THE SCHEDULE C HERETO, SUBJECT TO THE RESTRICTIONS, COVENANTS AND CONDITIONS HEREIN BEFORE AND HEREINAFTER CONTAINED. THE PURCHASER SHALL HAVE NO OTHER RIGHT, TITLE OR CLAIM, OF ANY NATURE WHATSOEVER, SAVE AND EXCEPT WHAT HAVE BEEN SPECIFICALLY AGREED TO BE GIVEN IN TERMS OF THESE PRESENTS.

(9) THE PURCHASER HEREIN-NAMED HAVE AGREED TO PAY IN ADDITION TO THE CONSIDERATION, MENTIONED HEREINABOVE ALL OUTGOINGS EXPENSES, COSTS AND CHARGES FOR ANY

ADDITION OR ALTERATION IN THE SAID FLAT TO THE OWNER/ VENDOR HEREIN NAMED AND OTHER TAXES AS APPLICABLE.

(10) THE PURCHASER/S SHALL NOT HAVE ANY RIGHT, TITLE AND INTEREST ON THE GROUND FLOOR OF THE BUILDING EXCEPT INGRESS AND EGRESS FROM THE MAIN ENTRANCE OF THE BUILDING.

(11) THE PURCHASER DOES HEREBY COVENANT WITH THE OWNER/ VENDOR HEREIN-NAMED THAT THE SAID FLAT SHALL BE USED FOR RESIDENTIAL PURPOSE ONLY AND FURTHER COVENANT AND UNDERTAKE AS FOLLOWS:

I) TO PAY FROM TIME TO TIME, AFTER DELIVERY OF POSSESSION OF THE FLAT, PROPORTIONATE SHARE OF COMMON EXPENSES DESCRIBED IN THE SCHEDULE D' HEREUNDER AS WILL BE DETERMINED BY THE OTHER CO-OWNERS OF THE BUILDING BY DISCUSSION WITH THE PURCHASER/S.

II) TO PAY ALL MUNICIPAL RATES AND TAXES AND ALL OTHER IMPOSITIONS AND TAXES THAT MAY BE LEVIED ON THE SAID FLAT AND PROPORTIONATELY ON THE LAND, BUILDING AND OTHER FACILITIES AND AMENITIES ENJOYED AND UTILIZED IN THE SAID FLAT AND IN COMMON AREAS AND FACILITIES.

III) NOT TO DO ANY ACT, DEED OR THING WHEREBY AND WHERE-UNDER THE OTHER OWNERS AND/OR OCCUPIERS OF THE SAID BUILDING AND/OR SAID PREMISES ARE OR IS IN ANY WAY AFFECTED AND/OR WHICH AFFECTS OR PREJUDICE THE RIGHT OF USE AND ENJOYMENT OF THE UNDIVIDED SHARE IN THE SAID LAND AND/OR COMMON PARTS OF THE SAID BUILDING.

IV) NOT TO THROW ANY RUBBISH OR STORE ANY ARTICLE IN ANY PART OF THE COMMON AREAS OR IN ANY OTHER PARTS OF THE SAID BUILDING OR PERMIT THE SAME TO BE ACCUMULATED, EXCEPT TO SUCH PLACE OR PLACES (IF ANY) AS

MAY BE SPECIFICALLY PERMITTED BY THE OWNERS OR THEIR ASSOCIATION IN WRITING.

V) NOT TO CARRY ON ANY OBNOXIOUS, NOISY, OFFENSIVE, ILLEGAL OR IMMORAL ACTIVITY IN THE SAID FLAT OR IN ANY OTHER PORTION OF THE SAID BUILDING, INCLUDING COMMON PARTS THEREOF OR IN ANY PORTION OF THE SAID PREMISES.

VI) NOT TO CAUSE ANY NUISANCE TO ANNOYANCE IN ANY MANNER WHATSOEVER, TO THE OTHER OCCUPANTS OF THE SAID BUILDING OR ANY OTHER NEARBY BUILDING OF THE SAID PREMISES.

VII) NOT TO DECORATE OR PAINT OR OTHERWISE ALTER THE EXTERIOR OF THE SAID FLAT IN ANY MANNER, SAVE AND EXCEPT AS WILL BE SPECIFIED WITH GENERAL SCHEME THEREOF OR AS MAY BE SPECIFIED BY THE ASSOCIATION OF OWNERS TO BE FORMED.

VIII) NOT TO DO ANYTHING WHEREBY THE OTHER OCCUPIERS OF THE SAID BUILDING OR ANY OTHER BUILDING AT OR AROUND THE SAID PREMISES ARE OBSTRUCTED IN OR PREVENTED FROM ENJOYMENT OF THEIR RESPECTIVE OCCUPATIONS QUIETLY AND EXCLUSIVELY AND USER OF COMMON AREAS AND FACILITIES OF THE SAID BUILDING JOINTLY.

IX) NOT TO CLAIM ANY RIGHT IN ANY OTHER PARTS OF THE BUILDING SAVE AS MAY BE NECESSARY FOR INGRESS AND EGRESS OF MEN, MATERIALS, UTILITIES, PIPES, CABLES AND LINES TO BE INSTALLED IN THE FLAT.

X) NOT TO CLAIM ANY PARTITION OR SUB-DIVISION OF COMMON AREAS OF THE SAID BUILDING AND NOT TO MAKE ANY STRUCTURAL ADDITION OR ALTERATION OR MODIFICATION OF PERMANENT NATURE, PORTION, SUB-DIVISION OR CUBICLES IN THE FLAT AND NOT TO DIVIDE INTO

SMALLER SIZES OR MAKING SEPARATE PORTIONS OF THE SAID FLAT.

XI) NOT TO DO ANYTHING, WHICH MAY CAUSE ANY DAMAGE OR RISK OR AFFECTS THE FLOOR OR CEILING OF THE SAID FLAT.

XII) TO PERMIT THE OTHER OWNERS AND/OR THEIR RESPECTIVE ARCHITECTS & SURVEYORS AND/OR AGENTS OR THE PERSON AS APPOINTED BY THE OWNERS' ASSOCIATION WITH OR WITHOUT WORKMEN, AT ALL REASONABLE TIME AND UPON 48 HOURS PREVIOUS NOTICE IN WRITING (EXCEPT IN CASE OF EMERGENCY) TO THE PURCHASERS TO ENTER UPON THE SAID FLAT OR ANY PART THEREOF TO VIEW THE STATE AND CONDITION THEREOF AND TO GIVE NOTICE TO THE PURCHASERS TO REPAIR DEFECTS, DECAYS AND WANT OF REPAIRS.

XIII) TO BE A MEMBER OF THE OWNERS' ASSOCIATION OF THE BUILDING TO BE FORMED AND TO OBSERVE & COMPLY WITH ALL RULES & REGULATIONS OF THE ASSOCIATION TO BE FORMED BY THE OWNERS AND/OR SUCH BODY WHICH MAY BE ENTRUSTED IN THAT BEHALF BY THE OWNERS REGARDING THE MANNER OF THE USE AND ENJOYMENT OF THE FLAT AND COMMON AREAS OF THE BUILDING AND FOR BETTER AND FULLER ENJOYMENT THEREOF.

XIV) ALL THE COST AND CHARGES INCLUDING INCIDENTAL COSTS OR DEPOSITS BEFORE THE ELECTRIC SUPPLY OFFICE FOR MAIN TO COMMON ELECTRIC CONNECTION CHARGES SHALL BE BOME AND PAID BY ALL HE FLAT OWNERS INCLUDING THE PURCHASERS HEREIN AND FOR THE SAID PURPOSE THE PURCHASERS HEREIN SHALL HAVE TO PAY A SUM OF RS./ (RUPEES.....) ONLY FOR COMMON ELECTRIC METER TO THE OWNER/ VENDOR HEREIN-NAMED, APART FROM THE CONSIDERATION AMOUNT, FOR THE COST OF BRINGING THE MAIN TO COMMON ELECTRIC CONNECTION, BEFORE POSSESSION OF THE SAID FLAT. THE COSTS OF THE INDIVIDUAL

ELECTRIC CONNECTION AND ALL OTHER CHARGES FOR THE SAME SHALL ALSO BE PAID BY THE PURCHASERS HEREIN SEPARATELY.

(12) THE OWNER / VENDOR HEREIN-NAMED DOES HEREBY COVENANT WITH THE PURCHASER AS FOLLOWS:

D THE PURCHASER ON PAYING THE ENTIRE PRICE/CONSIDERATION OF THE FLAT AND OTHER SUMS AS AFORESAID AND OBSERVING AND PERFORMING THE COVENANTS, TERMS, CONDITIONS AND STIPULATIONS HEREIN CONTAINED, THE OWNER / VENDOR HEREIN-NAMED SHALL HANDOVER PEACEFUL, VACANT, PHYSICAL POSSESSION OF THE FLAT AND SHALL ALSO ISSUE POSSESSION LETTER IN FAVOR OF THE PURCHASER AND THE PURCHASER SHALL PEACEFULLY AND QUIETLY HOLD, POSSESS & ENJOY THE SAID FLAT AND USE THE COMMON AREAS AND FACILITIES WITH OTHERS IN COMMON WITHOUT ANY INTERRUPTION FROM OR BY THE OWNER / VENDOR HEREIN-NAMED OR ANY PERSON OR BODY CLAIMING THROUGH OR UNDER HIM.

DD TO ALLOW AND/OR GRANT TO THE PURCHASERS AND HOLDERS OF THE OTHER ACCOMMODATION TO THE RIGHT OF CASEMENTS AND QUASI EASEMENTS.

(13) THE PURCHASERS SHALL HAVE THE LIBERTY TO SELL, MORTGAGE, TRANSFER, ASSIGN, LEASE OR LET OUT THE SAID FLAT AND INTEREST THEREON SUBJECT TO THE OVERALL CONDITIONS THAT THE TRANSFEREE, ASSIGNEE, MORTGAGEE, LESSEE OR TENANT OR THE PURCHASER/S, AS THE CASE MAY BE AND SHALL BE BOUND AND LIABLE TO OBSERVE AND

PERFORM THE TERMS AND CONDITIONS OF THIS AGREEMENT PROVIDED FURTHER THAT THE PURCHASER SHALL ONLY BE PERMITTED TO DO SO AFTER FULL PAYMENT OF ALL AMOUNTS PAYABLE HEREIN AND/OR UNDER THE TERMS OF THIS AGREEMENT.

(14) BE IT MENTION HERE THAT THE ENTIRE GROUND FLOOR WILL BE KEPT RESERVED BY THE OWNER/ VENDOR AND IT SHALL ONLY BE USED BY THE OWNER/ VENDOR AND IF THE OWNER / VENDOR CONSTRUCTS ANY DURATION OR CONSTRUCTS THE ENTIRE GROUND FLOOR ALTER GETTING THE COMPLETION CERTIFICATE THEN THE PURCHASER HEREIN SHALL NOT HAVE ANY OBJECTION TO THE EFFECT.

(15) THE OWNER/ VENDOR HEREIN-NAMED SHALL ARRANGE POSSIBLE NECESSARY RELEVANT PAPERS OF CONVEYANCE DECD FOR REGISTRATION OF THE SAID FINISHED FLAT BY THE OWNER'S LAWYER ONLY AT THE COST OF THE PURCHASER/S AND THE PURCHASER/S SHALL HANDOVER THE ENTIRE REGISTRATION EXPENSES INCLUDING COST OF NON JUDICIAL STAMP PAPER AND REGISTRATION FEES ALONG WITH ADDITIONAL CHARGES TO THE SAID LEARNED LAWYER OR DEED WRITER OF THE OWNER / VENDOR HEREIN-NAMED. IF THE PURCHASER/S FAIL TO GET SUCH REGISTRATION WITHIN 30 (THIRTY) DAYS FROM THE DATE OF TAKING POSSESSION OF THE SAID FLAT (IF FOR THE DEFAULT CAUSED BY THE PURCHASER/S FOR THE PURPOSE OF OBTAINING REGISTRATION), THE OWNER/ VENDOR HEREIN-NAMED SHALL NOT BE LIABLE FOR ANY DISPUTE OF REGISTRATION WORKS, IF ANY ARISES.

(16) THAT THE OWNER / VENDOR HEREIN-NAMED SHALL HAVE RIGHT TO RESCIND THE AGREEMENT IF THE PURCHASER/S FAILS TO PAY INSTALLMENTS OF PAYMENT AS PER SCHEDULE HEREIN BELOW (EXCEPT IN CASE OF ANY UNAVOIDABLE CIRCUMSTANCE) AND IN THAT EVENT THE PURCHASERS/S SHALL BE LIABLE TO PAY INTEREST OF 14% PER ANNUM ON THE AMOUNT REMAINING OUTSTANDING WITHIN ONE MONTH FROM THE DATE OF DEFAULT ALONG WITH RS..... (RUPEES)

ONLY AS DAMAGES AND IF THE PURCHASER/S DO NOT PAY THE OUTSTANDING AMOUNT OF BALANCE CONSIDERATION MONEY INCLUDING THE INTEREST THEREON WITHIN ONE MONTH THEN AND IN THAT EVENT OF THE OWNER/ VENDOR HEREIN-NAMED SHALL BE LIBERTY TO CANCEL THE BOOKING AND THE AGREEMENT OF THE FLAT AND TO SELL THE SAID FLAT TO A NEW PURCHASERS/S AND REFUND THE AMOUNT SO PAID BY THE PREVIOUS PURCHASERS,/S AFTER DEDUCTING 14% AS INCIDENTAL CHARGES ALONG WITH RS./- (RUPEES)

ONLY AS DAMAGES, SUBJECT TO AVAILABILITY OF LOAN BY THE CONCERN BANK.

(17) IF THE OWNER / VENDOR HEREIN-NAMED FAILS TO DELIVER THE POSSESSION (EXCEPT IN CASE OF ANY UNAVOIDABLE CIRCUMSTANCE) WITHIN THE STIPULATED TIME ON PAYMENT OF THE ENTIRE CONSIDERATION AMOUNT, THEN THE OWNER/ VENDOR HEREIN NAMED SHALL BE LIABLE TO PAY INTEREST @ 10L% PER ANNUM ON THE PAID UP CONSIDERATION AMOUNT TILL THE DATE OF DELIVERY OF THE POSSESSION.

SCHEDULE 'A'
(TOTAL LAND PROPERTY)

ALL THAT THE PIECE AND PARCEL OF LAND MEASURING ABOUT 03 (THREE) COTTAHS 08 (EIGHT) CHITTACKS AND 25 (TWENTY FIVE) SQ. FT., LYING AND SITUATE WITHIN THE DISTRICT: SOUTH 24 PARGANAS, POLICE STATION BANSDRONI (PREVIOUSLY TOLLYGUNGE THEREAFTER REGENT PARK), ADDITIONAL DISTRICT SUB REGISTRAR AT ALIPORE, J.L. NO.48, RE. SA. NO. 169, TOUZI NO. 60, MOUZA BRAHMAPUR, APPERTAINING TO R.S. KHATIAN NO.284 AND 622, CORRESPONDING TO L.R. KHATIAN N. 2901, COMPRISING R.S. & L.R. DAG NO.56 AND 57, WITHIN THE LIMITS OF THE KOLKATA MUNICIPAL CORPORATION, WITHIN THE LIMITS OF THE KOLKATA MUNICIPAL CORPORATION, WARD NO. 112 AND BEING KNOWN AND NUMBERED AS THE KMC PREMISES NO.108, SEIKHPARA, KOLKATA _ 700096 AND BEING ASSESSED UNDER THE ASSESSEE NO. 31-112-17-0108-3.

ON THE NORTH : LAND OF PLOT NO. 2 UNDER DAG NO. 56;
ON THE SOUTH : LAND OF DAG NO. 56;
ON THE EAST : 16-00" WIDE KMC BLACK TOP ROAD;
ON THE WEST :12 -00" WIDE KMC BLACK TOP ROAD.

SCHEDULE 'B
(THE BUILDING)

ALL THAT THE G + THREE STORIED BUILDING, UNDER CONSTRUCTION AS PER THE BUILDING PLAN VIDE BUILDING PERMIT NO. 2022110114 DATED 10.06.2022,SANCTIONED FROM THE KOLKATA MUNICIPAL CORPORATION AND CONSISTING OF SEVERAL SELF SUFFICIENT UNITS AND OTHER SPACES.

THE BUILDING HAS BEEN NAMED AS **NIRMAL DELMAR -3**.
NO LIFT FACILITY IN THE BUILDING.

SCHEDULE 'C
(THE FLAT TO BE SOLD UNDER THIS AGREEMENTFOR SALE)

ALL THAT THE SELF - SUFFICIENT RESIDENTIAL FLAT, BEING NO.MEASURING ABOUT SQ. FT, SUPER BUILT - UP AREA, CONSISTING OF BEDROOMS, LIVING - CUM - DINING, KITCHEN, BALCONY, ... TOILET AND W.C., OUT OF THE G+ THREE STORIED BUILDING, CONSTRUCTED & LYING ON THE PLOT OF LAND AS MENTIONED UNDER THE SCHEDULE A' HEREIN ABOVE AND BEING KNOWN & NUMBERED AS THE PREMISES NO. 108, SEIKHPARA, KOLKATA - 700096, TOGETHER WITH THE UNDIVIDED, UNPARTITIONED & PROPORTIONATE SHARE & INTEREST IN THE LAND AS MENTIONED UNDER THE SCHEDULE A' HEREIN ABOVE ALONG WITH ALL OTHER COMMON FACILITIES AND AMENITIES AS SET-FORTH IN THE SCHEDULE D' HEREUNDER WITH THE COMMON LIABILITIES AS MENTIONED IN SCHEDULE E HEREUNDER WITH ALL OTHER GENERAL, QUASI EASEMENT AND EASEMENT RIGHTS & LIBERTIES.

SCHEDULE D'

(COMMON AREAS AND FACILITIES)

1. BOUNDARY WALLS, PARAPET WALLS, COMMON DRAIN, SEWERAGE SYSTEM, ROOF AND COMMON SPACES.
2. COMMON STAIRCASE.
3. UNDERGROUND WATER RESERVOIR, SEPTIC TANK, OVERHEAD TANK.
4. ROOM FOR ELECTRIC METER AND PUMP MOTOR
5. MAIN ENTRANCE GATE FROM PUBLIC ROAD TO THE SAID PROPOSED BUILDING.
6. ENTRANCE PASSAGE OF THE BUILDING TO BE THE COMMON ENTRANCE FROM PUBLIC ROAD TO PROPOSED BUILDING.
7. WATER CONNECTION PIPE LINES.
8. COMMON EGRESS AND INGESTS TO THE OTHER PARTS OF THE SAID PROPOSED BUILDING.

SCHEDULE 'E
(COMMON EXPENSES)

- 1) AL COSTS AND MAINTENANCE, COLOUR-WASHING, REPAIRING, DECORATING, PAINTING, REPAINTING, RENOVATING AND REPLACING THE COMMON PARTS AND ALSO THE OUTER WALLS OF THE SAID BUILDING.

2) INSURANCE PREMIUM FOR INSURING THE SAID BUILDING AGAINST EARTHQUAKE, LIGHTENING, RIOT, DAMAGE AND ANY OTHER TYPE OF INCIDENTS & ACCIDENTS ETC.

3) ALL CHARGES AND DEPOSITS FOR COMMON ELECTRIC METER AND ALSO THE COST OF GETTING INDIVIDUAL METER FOR ELECTRICITY CONNECTION AND OTHER STATUTORY EXPENSES.

SCHEDULE 'F'
(GENERAL SPECIFICATION)

1) R.C.C. FOUNDATION;

2) R.C.C. COLUMN, LINTEL & ROOF ;

3) PLASTER WITH CEMENT & SAND MIXTURE (WITH PROPER RATIO);

4) THE WALLS WILL BE FINISHED WITH THE PLASTER OF PARIS;

5) VITRIFIED TILES FLOORING;

6) DOORS HAVING WOODEN FRAME WITH FLASH DOOR;

7) WINDOWS WILL BE ALUMINUM SLIDING GLASS WINDOWS WITH IRON GRILL FITTINGS;

8) CONCEALED WIRING WITH GOOD QUALITY PIPE PROTECTION & GOOD QUALITY WIRES INSIDE, THERE WILL BE ELECTRICAL POINTS WITHOUT ANY ELECTRICAL FITTINGS & GADGETS THERE WITHIN THE FLAT. THE BED ROOMS WILL BE PROVIDED WITH THREE LIGHT POINTS, ONE FAN POINT & ONE 05 AMP. PLUG POINT AND THE LIVING-CUM- DINING ROOM WILL BE PROVIDED WITH THREE LIGHT POINTS, TWO FAN POINT, ONE 05 AMP. PLUG POINT, ONE 15 AMP. PLUG POINT & ONE T.V. POINT AND THE KITCHEN WILL HAVE TWO LIGHT POINTS, ONE EXHAUST FAN POINT, ONE 05 AMP. PLUG POINT, ONE 15 AMP. PLUG POINT AND THE COMMON BATH-CUM PRIVY WILL BE

PROVIDED WITH ONE LIGHT POINT, ONE EXHAUST FAN POINT, ONE 15 AMP. PLUG POINT AND THE W.C. WILL BE PROVIDED WITH ONE LIGHT POINT & ONE EXHAUST TAN POINT AND THE VERANDAH WILL BE PROVIDED WITH ONE LIGHT POINT AND ONE WASHING MACHINE POINT. NO AIR CONDITIONER POINT WILL BE PROVIDED. THE INTENDING PURCHASERS/S WILL HAVE TO BEAR THE COST OF THE STATUTORY CHARGES FOR THE COMMON METER AND/ OF TRANSFORMER FOR THE BUILDING, AS MENTIONED ABOVE AND IN ADDITION TO THAT THE COSTS & EXPENSES FOR THE SEPARATE METER FOR THE UNIT TO BE PURCHASED BY THE PURCHASERS/S HEREIN NAMED MUST BE CARRIED OUT BY THE PURCHASERS/S ;

9) BOTH THE PRIVIES WILL BE PROVIDED WITH WHITE COLOUR WITH EUROPEAN STYLE

10) COMMUNE WITH CISTERN FACILITY AND OTHER GOOD QUALITY SANITARY FITTINGS WILL BE PROVIDED ; WATER SUPPLY PROVISIONS WILL BE THERE THROUGH GOOD QUALITY PVC PIPES & OTHER FITTINGS AND THE SUPPLY TO BE MADE FROM THE OVERHEAD TANK/S OF REPUTED QUALITY WHICH WILL BE FILLED THROUGH THE MOTOR PUMP OF ADEQUATE CAPACITY, TO BE INSTALLED AT THE GROUND FLOOR OF THE BUILDING TO LIFT THE WATER FROM THE UNDERGROUND OR SEMI-UNDERGROUND WATER RESERVOIR OF STANDARD CAPACITY AS SUPPLIED BY THE KOLKATA MUNICIPAL CORPORATION ;

11) REQUIRED DRAINAGE & EXCRETORY SYSTEM WILL BE THERE ;

12) BATHROOMS WILL HAVE TILES FLOORING WITH GLAZE TILES FITTED UP-TO 6-6° HEIGHT AT THE WALLS FROM THE FLOOR LEVEL. THERE WILL BE TWO TAP, ONE CISTERN, ONE SHOWER & ONE) BASIN CONNECTION AT THE BATH-CUM-PRIVY AND ONE GEYSER POINT WILL BE PROVIDED. ONE TAP & ONE CISTERN CONNECTION AT THE W.C., ONE SHOWER SYSTEM AND ONE BASIN.

13. KITCHEN WILL HAVE ONE BLACK STONE SLAB TO BE USED AS THE COOKING PLATFORM & ONE STEEL SINK WILL BE THERE. THE COOKING PLATFORM SIDE WALLS WILL BE FITTED WITH GLAZE TILES UP-TO 3' HEIGHT FROM THE COOKING PLATFORM LEVEL AND THERE WILL BE TWO TAPS CONNECTION AT THE KITCHEN.

14) FOR ANY EXTRA WORK OTHER THAN THE SPECIFICATION THE INDIVIDUALS HAVE TO BEAR THE EXTRA COST AND/OR DIFFERENCE OF COST AND THAT SHOULD BE CLEARED AS PER THE BILL RAISED BEFORE TAKING THE POSSESSION OF THE FLAT UNDER THE AGREEMENT. THE PROPORTIONATE CHARGES FOR BTINGING THC MAIN COMMON METER MUST BE BORNE BY THE PURCHASER/S HEREIN.

IN WITNESS WHEREOF THE PARTIES HEREIN HAVE SET & SUBSCRIBE THEIR RESPECTIVE SIGNATURES ON THE DAY, MONTH AND YEAR ABOVE MENTIONED AFTER GOING THROUGH THE CONTENTS HEREIN, UNDERSTANDING THE MEANING OF THE SAME AND REALIZING THE RESULTS THEREOF.

IN THE PRESENCE OF:

SIGNATURE OF THE OWNER / VENDOR

SIGNATURE OF THE PURCHASER