



पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

21AA 403101

ALPHA HIGHRISE

Arif Ghosh
Partner.

ALPHA HIGHRISE

Saulan Chandra Ghosh
Partner.

ALPHA HIGHRISE

Pratik Chandra Ghosh
Partner.

AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE is made this 30th day of NOVEMBER, Two Thousand and Sixteen BETWEEN (1) SRI GOUTAM GHOSH Son of Late Nanigopal Ghosh, by faith-Hindu, by occupation-Business, by Citizen-Indian residing at Kanaipur Colony, Post Office-Kanaipur, Police Station-Uttarpara, District-Hooghly, Pin-712 234, (2) SRI BISWAJIT GHOSH Son of Late Nanigopal Ghosh, by faith-Hindu, by occupation-Business, by Citizen-Indian residing at Kanaipur Colony, Post Office-Kanaipur, Police Station-Uttarpara, District-Hooghly, Pin-712 234, (3) SRI TANMAY SARKAR Son of Gyanendra Nath Sarkar, by faith-Hindu, by occupation-Business, by Citizen-Indian residing at Kanaipur Colony, Post Office-Kanaipur, Police Station-Uttarpara, District - Hooghly, Pin -712 234, (4) SRI TAPAS SARKAR Son of Gyanendra

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Bidyut Ghosh
Partner.

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Nanda Subal Ghosh
Partner.

ALPHA HIGHRISE
Himanchal Ghosh
Partner.

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Feulon Chandra Ghosh
Partner.

ALPHA HIGHRISE
Ajit Ghosh
Partner.

ALPHA HIGHRISE
Nanda Dulal Ghosh
Partner.

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Bidyut Ghosh
Partner.

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Nath Sarkar, by faith-Hindu, by occupation-Business, by Citizen-Indian residing at Kanaipur Colony, Post Office-Kanaipur, Police Station-Uttarpara, District-Hooghly, Pin-712 234, (5) SRI KAMAL ROY Son of Sri Sambhu Nath Roy, by faith-Hindu, by occupation-Business, by Citizen-Indian residing at Kanaipur Colony, Post Office-Kanaipur, Police Station-Uttarpara, District-Hooghly, Pin-712 234 AND (6) SRI PINTU CHAKRABORTY Son of Late Nanigopal Chakraborty, by faith-Hindu, by occupation-Business, by Citizen-Indian residing at Kanaipur Colony, Post Office-Kanaipur, Police Station-Uttarpara, District-Hooghly, Pin-712 234 hereinafter jointly referred to as the OWNERS (Which expression shall unless excluded by or repugnant to the context be deemed to mean and include their respective heirs, executors, administrators, legal representatives and assigns) hereinafter represented by their Constituted Attorney (1) SRI GOUTAM CHANDRA GHOSH Son of Late Gobinda Chandra Ghosh, by faith-Hindu, by occupation-Business, by Citizen-Indian, residing at North Subhas Pally, Post Office and Police Station-Dankuni, District-Hooghly, Pin- 712 311 and (2) SRI AJIT GHOSH Son of Late Tinkori Ghosh, North Subhas Pally, Post Office and Police Station-Dankuni, District-Hooghly, Pin- 712 311 the Partners of M/S ALPHA HIGHRISE having its Office at South Subhas Pally, Post Office and Police Station-Dankuni, District-Hooghly, Pin- 712 311 of the FIRST PART.

AND

M/S ALPHA HIGHRISE a Partnership Firm having its Office at South Subhas Pally, Post Office and Police Station-Dankuni, District-Hooghly, Pin- 712 311 represented by its Partners (1) SRI BIDYUT GHOSH Son of Late Pradip Ghosh, by faith-Hindu, by occupation-Business, by Citizen-Indian, residing at North Subhas Pally, Post Office and Police Station-Dankuni, District-Hooghly, Pin- 712 311, (2) SRI GOUTAM CHANDRA GHOSH Son of Late Gobinda Chandra Ghosh, by faith-Hindu, by occupation-Business, by Citizen-Indian, residing at North Subhas Pally, Post Office and Police Station-Dankuni, District-Hooghly, Pin- 712 311, (3) SRI AJIT GHOSH Son of Late Tinkori Ghosh, North Subhas Pally, Post Office and Police Station-Dankuni, District-Hooghly, Pin- 712 311 (4) SRI NANDA DULAL GHOSH Son of Late Santosh Kumar Ghosh, by faith-Hindu, by occupation-Business, by Citizen-Indian, residing at Village and Post

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Kishore Choudhary
Partner.

ALPHA HIGHRISE
Heaton Chandra Ghosh
Partner.

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Arij Ghosh
Partner.

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Nanda Dulal Ghosh
Partner.

ALPHA HIGHRISE
Bijoy Ghosh
Partner.

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Office-Bally Durgapur, Police Station-Nischinda, District-Howrah, Pin- 711 205 AND (5) SRI KRISHNA CHAKRABORTY Son of Late Kedareshwar Chakraborty, by faith-Hindu, by occupation-Business, by Citizen-Indian, residing at Samabay Pally, Post Office -Samabay Pally, Police Station - Nischinda, District - Howrah, Pin – 711 205 hereinafter referred to as DEVELOPER (Which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its heirs, successors, executors, administrators, legal representatives and/or assigns of the of the SECOND PART.

AND

SMT. JOGMAYA MONDAL Wife of Sri Makhan Kumar Mondal, by faith-Hindu, by occupation-Housewife, by Citizen-Indian, residing at 93, Makhla Charaktala, Post Office-Makhla, Police Station-Uttarpara, District-Hooghly, Pin- 712245 hereinafter referred to as the PURCHASER (Which expression shall unless excluded by or repugnant to the context be deemed to mean and include her heirs, executors, administrators, legal representatives and assigns) of the THIRD PART.

WHEREAS Smt. Bulbuli Padma Wife of Sri Ganesh Chandra Padma and Smt. Gita Ghosh Wife of Sri Lal Mohon Ghosh were the undivided share of joint owners of all that piece and parcel of land measuring about 8 Satak out of total land measuring about 41 Satak more or less comprised in L.R. Dag No. 2525, L.R. Khatian No. 5249, 5252, under Mouza-Mrigala, J.L. No. 102, P.S. Dankuni, District-Hooghly under Mrigala Gram Panchayat now Dankuni Municipality who transferred, conveyed and sold the same in favour of Sri Goutam Ghosh Son of Sri Nani Gopal Ghosh by a Saf Bikroy Kobala dated 08-09-2006 of which was registered with the Office of the District Sub-Registry Office, Hooghly and recorded in Book No. I, Volume No. 6, Pages 379 to 388, Being No. 268 for the year 2008.

AND WHEREAS Sri Dilip Pal Son of Late Panchanan Pal was the undivided share of owner of all that piece and parcel of land measuring about 4 Satak equivalent to 2 Cottahs 6 Chitacks 32 Sq. ft. out of total land measuring about 41 Satak more or less comprised in Sabek Dag No. 2007, Khatian No. 374/1 corresponding to L.R. Dag No. 2525, L.R. Khatian No. 1073 under Mouza-Mrigala, J.L. No. 102, P.S. Dankuni, District-Hooghly under Mrigala Gram Panchayat now Dankuni Municipality who transferred,

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conveyed and sold the same in favour of Sri Kamal Roy Son of Sri Sambhu Nath Roy by a Saf Bikroy Kobala dated 07-03-2008 of which was registered with the Office of the District Sub-Registry Office-II, Hooghly and recorded in Book No. I, Volume No. 7, Pages 1 to 12, Being No. 270 for the year 2008.

AND WHEREAS Sri Gangaram Pal Son of Late Panchanan Pal was the undivided share of owner of all that piece and parcel of land measuring about 4 Satak equivalent to 2 Cottahs 6 Chitacks 32 Sq. ft. out of total land measuring about 41 Satak more or less comprised in Sabek Dag No. 2007, Khatian No. 374/1 corresponding to L.R. Dag No. 2525, L.R. Khatian No. 676 under Mouza-Mrigala, J.L. No. 102, P.S. Dankuni, District-Hooghly under Mrigala Gram Panchayat now Dankuni Municipality who transferred, conveyed and sold the same in favour of Sri Kamal Roy Son of Sri Biswajit Ghosh Son of Late Nani Gopal Ghosh by a Saf Bikroy Kobala dated 07-03-2008 of which was registered with the Office of the District Sub-Registry Office-II, Hooghly and recorded in Book No. I, Volume No. 7, Pages 25 to 34, Being No. 272 for the year 2008.

AND WHEREAS Sri Ajit Pal Son of Late Panchanan Pal was the undivided share of owner of all that piece and parcel of land measuring about 4 Satak equivalent to 2 Cottahs 6 Chitacks 32 Sq. ft. out of total land measuring about 41 Satak more or less comprised in Sabek Dag No. 2007, Khatian No. 374/1 corresponding to L.R. Dag No. 2525, L.R. Khatian No. 21 under Mouza-Mrigala, J.L. No. 102, P.S. Dankuni, District-Hooghly under Mrigala Gram Panchayat now Dankuni Municipality who transferred, conveyed and sold the same in favour of Sri Tapas Sarkar Son of Gyanendra Nath Sarkar by a Saf Bikroy Kobala dated 07-03-2008 of which was registered with the Office of the District Sub-Registry Office-II, Hooghly and recorded in Book No. I, Volume No. 2, Pages 3117 to 3129, Being No. 607 for the year 2008.

AND WHEREAS Smt. Ranu Bala Pal Wife of Late Mohon Lal Pal and Sri Nirapada Pal Son of Late Mohon Lal Pal, Smt. Sudha Chai Wife of Sri Gopinath Chai were the undivided share of joint owners of all that piece and parcel of land measuring about 4 Satak equivalent to 2 Cottahs 6 Chitacks 32 Sq. ft. out of total land measuring about 41 Satak more or less comprised in Sabek Dag No. 2007, Khatian No. 374/1 corresponding to L.R. Dag No. 2525, L.R. Khatian No. 2050 under Mouza-Mrigala, J.L.

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No. 102, P.S. Dankuni, District-Hooghly under Mrigala Gram Panchayat now Dankuni Municipality who transferred, conveyed and sold the same in favour of Sri Tanmoy Sarkar Son of Gyanendra Nath Sarkar by a Saf Bikroy Kobala dated 25-01-2008 of which was registered with the Office of the A.D.S.R. Janai, Hooghly and recorded in Book No. I, CD Volume No. 2, Pages 3142 to 3155, Being No. 609 for the year 2008.

AND WHEREAS Smt. Angur Bala Pal and Six Others were the undivided share of joint owners of all that piece and parcel of land measuring about 4 Satak equivalent to 2 Cottahs 6 Chitacks 32 Sq. ft. out of total land measuring about 41 Satak more or less comprised in Sabek Dag No. 2007, Khatian No. 374/1 corresponding to L.R. Dag No. 2525, L.R. Khatian No. 627 under Mouza-Mrigala, J.L. No. 102, P.S. Dankuni, District-Hooghly under Mrigala Gram Panchayat now Dankuni Municipality who transferred, conveyed and sold the same in favour of Sri Pintu Chakraborty Son of Son of Late Nanigopal Chakraborty by a Saf Bikroy Kobala dated 25-01-2008 of which was registered with the Office of the A.D.S.R. Janai, Hooghly and recorded in Book No. I, CD Volume No. 2, Pages 3142 to 3155, Being No. 610 for the year 2008.

AND WHEREAS after became the absolute owner of the schedule mentioned property by virtue of Deed of Sale the aforesaid owners had mutated their respective names in the relevant records of Dankuni Municipality and B.L. & L.RO. Chanditala-II and by paying Municipal Taxes and Khazna regularly in respect of the said property and have been enjoying the same in Khas and without any encumbrances, interruption from whatsoever.

AND WHEREAS the aforesaid owners have converted their respective land from Sali to Bastu with the B.L. & L.RO. Chanditala-II.

AND WHEREAS the aforesaid owners have also amalgamated their respective landed property with the Dankuni Municipality.

AND WHEREAS the Vendors are now seized, possessed or otherwise well and sufficiently entitled as owners of and in possession and enjoyment of all that piece and parcel of amalgamated land measuring about 24 Cottahs 13 Chittacks 26 Sq. ft. situated at T.N. Mukherjee Road and Durgapur Expressway Crossing, P.O. and P.S. Dankuni, District-Hooghly more fully and particularly written hereunder in the schedule

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of this Agreement for Sale.

AND WHEREAS the DEVELOPER being a construction concern represented to the OWNERS that it deals in and develop the property for the purpose of construction of multistoried building and flats/shops/garages for the purpose of selling out of space/ area/ constructed flats or portion thereof on ownership basis and is interested in developing the land area measuring about 24 Cottahs 13 Chittacks 26 Sq. ft. of the SAID PROPERTY more fully and particularly described in the FIRST SCHEDULE hereunder written and hereinafter referred to as the SAID PROPERTY.

AND WHEREAS the Developer has entered and executed a Registered Development Agreement on 18th day of July, 2013 in the Office of the Additional Registrar of Assurances-III, Kolkata and recorded in Book No. I, CD Volume No. 6, Page from 7241 to 7268, Being No. 03157 for the year 2013 in respect of the land situated at T.N. Mukherjee Road and Durgapur Expressway Crossing, under Mouza-Mrigala, P.O. and P.S. Dankuni, District- Hooghly under the Dankuni Municipality Ward No. 13 with the Owners of the said property namely Goutam Ghosh, Sri Biswajit Ghosh, Sri Tanmay Sarkar, Sri Tapas Sarkar, Sri Kamal Roy, Sri Pintu Chakraborty for construction of Multi-storied building by demolishing the existing structure in accordance with the sanctioned plan by the Dankuni Municipality.

AND WHEREAS the Developer has empowered by the Registered General Power of Attorney dated 19-07-2013 executed by the Owners in favour of the Developer in the Office of the Additional Registrar of Assurances-III, Kolkata and recorded in Book No. IV, CD Volume No. 8, Page from 2286 to 2305, Being No. 05114 for the year 2013 through which Developer is authorized to do the following inter alia acts and deeds as the Constituent Attorney of the Owners.

AND WHEREAS in accordance with the said Development Agreement dated 18.07.2013 the said M/S Alpha Highrise the Developer herein has been constructing the Basement+G+7 sotried building as per building plan sanctioned by the Dankuni Municipality on 30-07-2016 vide Registration No. B-038/DKM/2015-16.

AND WHEREAS by virtue of the said Power of Attorney the said Developer has full right, authority and interest to enter into an agreement for sale except owners'

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Alpina Chakravarty
Partner.

ALPHA HIGHRISE
Paulina Chandore Ghosh
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Partner.

ALPHA HIGHRISE
Nandini Datta Ghosh
Partner.

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Bijoy Ghosh
Partner.

allocated constructed area (i.e. owners No. 1 to 6) with any intending buyer(s) and to sell and to dispose off and also to do any acts or deeds in relation to the transfer the said property on behalf of the owners and to receive any advance or earnest money and also full consideration money from the said intending buyer(s).

AND WHEREAS the Purchaser has duly satisfied herself about the title of the Owners in respect of the said property situated at T.N. Mukherjee Road and Durgapur Expressway Crossing, Post Office and Police Station-Dankuni, District-Hooghly. The Purchaser has also seen and satisfied herself about the sanctioned plan proposals, specifications, drawing, dimensions, shown in the said sanctioned plan and has duly accepted the same and offered the Developer to cut out one Office Room measuring about 743 sq. ft. more or less (including 25% Super Built Up) on the Second Floor of the proposed building on the following terms and conditions :

1. The Purchaser has also seen and satisfied herself about the use of the building materials and the constructions of the said Office Room and also about the general constructions and other feature of construction of the said building situated at T.N. Mukherjee Road and Durgapur Expressway Crossing, Post Office and Police Station-Dankuni, District-Hooghly more fully described in the First Schedule hereunder written.
2. The Purchaser shall not be entitled to raise any objection to the title of the OWNERS and the Purchaser shall not be entitled to put any requisitions on title in respect of the said premises at T.N. Mukherjee Road and Durgapur Expressway Crossing, Post Office and Police Station-Dankuni, District-Hooghly and further that the Purchaser shall not raise any objection to the nature of the construction of the building or of the Office Room herein agreed to be sold.
3. The Purchaser has seen, satisfied and approved the measurement of the Office Room covered area and has duly verified the said measurement and undertakes not raise any objection with regard to the same at any point of time hereafter.
4. The Purchaser having offered to purchase and the Developer has agreed to sell ALL THAT one Office Room situated on the Second floor at T. N. Mukherjee Road and Durgapur Expressway Crossing, Post Office and Police Station-Dankuni, District-Hooghly containing by measurement a super built up area of 743 sq. ft. more or less @ of

ALPHA HIGHRISE
Hishon Chatterjee
Partner.

ALPHA HIGHRISE
Saulam Chandra
Partner.

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Bidyut
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Rs 5,000/- (Rupees Five thousand) only per sq. ft. more fully mentioned in the Second Schedule hereunder written and shown within RED borders on the plan thereof hereto annexed TOGETHER with undivided indivisible variable proportionate share and right in the land of the said premises situated at T.N. Mukherjee Road and Durgapur Expressway Crossing, Post Office and Police Station-Dankuni, District-Hooghly AND TOGETHER WITH proportionate rights in the common areas and common portions of the said Shop/building at the said premises at a total price of Rs. 37,15,000/- (Rupees Thirty seven lakh fifteen thousand) only free from all encumbrances but subject to payment and contribution of (1) Maintenance charges and common expenses as detailed in the fourth Schedule hereunder written (2) Municipal taxes, (3) Commercial Surcharges, (4) All impositions and (5) Costs of repairs and replacements, all being payable in proportion to the super built up area of the said Office Room of the building and subject to the terms and conditions herein contained.

5. The Purchaser shall also separately pay for and contribute proportionately for the costs charges and expenses for maintaining and repairing and for replacements of the capital installations like, transformer and other like items of common utility. The Purchaser shall also pay for and contribute to all amounts required to be paid as deposits, securities and advances and caution money etc. to the W.B.S.E.B Ltd. for as separate electric meter/s and other authorities.

6. The Purchaser has paid to the Developer the sum of Rs. 10,00,000/- (Rupees Ten lakh) by cheque being no. 049632 dated 30.11.2016 drawn on Axis Bank Ltd. VH2 PADA, Branch only as Booking money by cheque which will be appropriated towards part payment of the consideration money at the execution of the agreement and it is agreed that the balance of the consideration money being balance sum of Rs. 27,15,000/- (Rupees Twenty seven lakh fifteen thousand) only shall pay by the Purchaser to the said Developer as follows :-

- a. 30% out of the total cost of the booked office room shall have to pay at the time of execution of this Agreement for Sale.
- b. 30% out of the total cost shall have to pay after roof casting of the booked office room.

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- c. 15% out of the total cost shall have to pay after brick work of the booked office room.
- d. 15% out of the total cost shall have to pay after flooring work of the booked office room.
- e. 10% out of the total cost shall have to pay on or before delivery of possession of the booked office room.
- f. Service Tax shall have to pay on the total cost of the booked Office Room as per prevailing rate of the Government of India.
7. That it is agreed that the Developer will not be obliged to give and Purchaser will not be entitled to claim and take actual and khas possession of the said Office Room before payment of full consideration money agreed to be paid to the said Developer.
8. The Developer shall be entitled to sell and dispose of the remaining Shop Room, Office Room, Godown on the Second Floor and Shop, Garage, Godown at the Ground floor and Flats on the other floors and other portions in the said building without any objection claim contention hindrance or impediment of the said Purchaser.
9. That the possession of the said Office Room shall be given by the Developer to the Purchaser after the said building is ready for use and occupation and subject to the provisions of Clauses 7 hereof, the Developer shall give possession of the said Office Room to the Purchaser within 18 (Eighteen) months from the date of this agreement.
10. The Purchaser shall be entitled to take possession of the said Office Room as contemplated in clause 9 only if she has duly observed and performed all the obligations and stipulations contained in this Agreement and on her part to be observed and performed and has also duly paid to the Developer all whatsoever the amounts are payable by her under this Agreement.
11. Notwithstanding anything contained in this Agreement or in this Clause the Developer shall not incur any liability if they unable to deliver possession of the said Shop within the 18 (Eighteen) months from the date of agreement of the completion of the said building is delayed by reason of civil commotion, riot or any act of God or on account of any notice, order, rule or notification of the Government and/or public body or authority or on account of withholding of or delay by the Government, the Municipality

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Rachon Chandra Ghosh
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Nanda Datta Ghosh
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and/or any such other or similar public body or authority or on account of any other or similar public body or authority or on account of any order of any Court affecting the construction work of the building by way of injunction or other restraint.

12. That after taking over possession by the Purchaser shall have no claim against the Developer as to any item of work viz. construction, designs, finishing or any other items or quality of work in the said Office Room. On the delivery of possession it shall be the sole responsibility of the Purchaser to maintain the Office Room in good and tenantable repairs in all respects at all time.

13. That the Purchaser shall have no claim, save and except in respect of the said Office Room hereby agreed to be purchased by him. All the other structures on the said land, open spaces, parking places, lobbies, staircases, terrace roof etc. will remain to be the property of the Developer.

14. That the Purchaser shall not have any right, claim or interest in the roof of the said building which shall always remain the property of the said Developer and the Developer will be entitled to use and enjoy the same and to deal with the same in the absolute discretion of the said Developer. The Developer shall be entitled to put additional and further construction on the said roof upon obtaining building plans duly sanctioned in that behalf. Upon such further construction being made, the proportionate undivided share of the said Purchaser in land shall stand revised and reduced and the Purchaser shall not be entitled to claim any damage abatement or reduction in the price of the undivided share in the land or any other monetary claim or compensation therefore from the said Developer.

15. That upon payment of the entire consideration money by the Purchaser to the said Developer in the manner aforesaid, the Developer shall give vacant and khas possession of the said Office Room to the said Purchaser within the stipulated period and the Purchaser shall from the date of possession being given be liable to pay meet and bear all proportionate charges, taxes, outgoings, expenses, maintenance charges, repairs and replacements, urban land taxes as stated in paragraph 4 above without any objection whatsoever.

16. That upon sale and transfer of Office Room in the said building and upon possession of the same being given by the Developer to the Purchaser herein, the

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Developer shall grant and the Purchaser shall be entitled to a conveyance of the said Office Room in favour of the said Purchaser and the Purchaser shall bear and pay all cost of stamping and registration of the said conveyance including the fee of the Advocate for preparing the same. The stamp fee and registration charges of the said conveyance shall be as applicable on the date of execution of the conveyance. Such conveyance shall be prepared by the Developer's Advocate shall be acceptable to the said Purchaser. Such conveyance shall contain usual covenants and other usual clauses as are contained in the conveyances of flats and/or shops in a multi-storied building.

17. That the Purchaser shall always indemnify the Developer and holders of other portions of the said building against all losses and damages that might be suffered due to any illegal and wrongful use or storage of inflammable or hazardous combustible goods in the said Office Room.

18. That the Developer hereby covenants with the Purchaser that upon their paying Developer's dues and performing the term of this Agreement and stipulation herein contained, the Purchaser shall peaceably hold and enjoy the Room for ever without any interference by the Developer or any person rightfully claiming under or in trust for the Developer.

19. That the Purchaser covenants with the Developer and through them with the Purchaser of the other flats/shops or premises in the said building that the Purchaser on getting possession of the said Office Room shall not demolish or cause to be demolished any construction work in or about the said Office Room or any part or portion of the same nor shall be Purchaser at any time make or cause to be made any new construction or work of whatsoever nature in or about the said Office Room or any part thereof nor will be made any additions or alterations to the said Office Room without the previous consent in writing of the Developer or in contravention of any Municipal Rules and Regulations norm without such consent or in such contravention as aforesaid, close lounges, corridors and effect any alterations in the elevation or change the colour scheme of the exposed walls of the Office Room, corridors, or external walls.

20. That the Purchaser shall do all acts, and things and sign and execute all other documents and paper as shall be incidental to the due carrying out the performance of the

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terms of this Agreement and for safeguarding the interests of the Developer and other Purchaser(s) of Office Room in the said building as the Developer may required her to do and execute from time to time.

21. That it is hereby expressly agreed and declared that the Purchaser of all the Office Room and the premises in the said building including the Purchaser herein shall join and form an association and the Purchaser agreed to join such association or society.

22. That the Purchaser shall not use or permit to be used the said Office Room for any purpose other than lawful purpose (or as the case may be) and Purchaser shall not cause or permit to be caused any nuisance or annoyance to the occupiers of other shops/flats and Apartments in the said building.

23. That the Purchaser shall be liable to pay and bear the Developer's Advocates fees and the costs of an incidental to the preparation of this agreement fixed at Rs. 1,500/- (Rupees One thousand five hundred) only and the same shall be payable at the time of execution of this agreement.

24. So long as the separate association of the holders/owners of the flats, shops, shops and other portions of the said building is not made all the Municipal taxes other liabilities impositions and taxes under multi-storied building tax, urban land tax and the other expenses and costs of maintenance for cleaning repairs replacements charges etc. of the said building shall be considered as having been imposed and payable by the said Purchaser and also holders owners and Purchaser(s) of the other portions flats and shops of the said building to be paid proportionately by each one of them the same shall be recovered as a debt payable each one of them.

25. Upon separate assessment being done by the local municipal and/or other authorities, the liability of contribution in respect of assessed amounts of taxes to be payable by the said Purchaser as owner of the said Office Room shall stand abated and the Purchaser shall be liable to pay the payment of all the other charges and expenses and outgoings in proportion to the respective super built up area owned and held by the respective shop/flats. etc.

26. That the undivided proportionate share in the land comprised in the said premises along with shop herein agreed to be sold transferred conveyed granted and assured unto

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- and in favour of the Purchaser shall always remain impartible and indivisible.
27. That the Purchaser shall also join the Association of the Shop/Flat Owners in the said building and will be bound by the bye-laws of such Association.
28. That the 440V Electric Connection/installation shall be provided for the use of Flat Shop, Garage buyers for the purpose of common use. Flat, Shop/Garage buyers shall have to pay their electricity charges including Govt. Duty, Fuel Surcharges, Meter Rent and other charges if applicable proportionately on the basis of consumption.
29. That the Purchaser shall be liable to bear the cost of Rs. 20,000/- (Rupees Twenty thousand) only to obtain the Electric Meter/new connection from the W.B.S.E.B. Ltd. and that amount shall have to pay to the Developer herein
30. That in case of default of payment and/or deposit or any other payment by the purchaser in time or in default of the purchaser in observing and/or performing any of the terms, conditions, covenants and restrictions as contained in this agreement, the Developer shall at its sole discretion, be entitled to cancel this agreement and 25% of the total amount or the entire payment made by the Purchaser to the Developer, whichever is less, shall stand forfeited and the balance, if any, shall be returned by the Developer to the Purchaser by cheque in six installments.
31. Without prejudice to the rights and remedies of the Developer under these presents and/or in law, the purchaser shall be liable to pay interest at the rate of Rs. 2% P.M. on all the amounts due and payable by the purchaser under this Agreement if such amounts remain unpaid 7 days or more after becoming due.
32. That if any dispute and difference arises in future between the parties herein the matter shall refer to the sole Arbitrator whose decision will be final and binding upon both the parties. The provision of Arbitration and Conciliation Act, 1996 shall be applicable while hearing and adjudicating the disputes.

THE FIRST SCHEDULE ABOVE REFERRED TO
(Entire Property)

ALL THAT piece and parcel of Bastu land measuring about 24 Cottahs 13 Chittacks 26 Sq. Ft. more or less along with Basement+G+7 storied building standing thereon known and named as "ALPHA HIGHRISE" comprised in R.S. Dag No. 2007,

ALPHA HIGHRISE
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Partner

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Partner

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Partner.

ALPHA HIGHRISE
[Signature]
Partner.

R.S. Khatian No. 374/1 corresponding to L.R. Dag No. 2525, L.R. Khatian Nos. 6453, 6454, 6455, 6456, 6457, 6458 under Mouza-Mrigala, J.L. No. 102, P.S. Dankuni, District-Hooghly, Pin -712311 under Dankuni Municipality Ward No. 13, Additional District Sub Registry Office, Janai butted and bounded by :

- ON THE NORTH : Land of Bhagawan Das.
- ON THE SOUTH : Land of pal ehodury / petrol pump
- ON THE EAST : Durgapuri Express way.
- ON THE WEST : Sumani / S. Tosh files show room.

THE SECOND SCHEDULE ABOVE REFERRED TO :

ALL THAT One Office on the Second Floor Front side on the South East Croner having Covered area measuring about 594.40 sq. ft. and super built up area measuring about 743 sq. ft. more or less.

THE THIRD SCHEDULE ABOVE REFERRED TO

(Specification of the Construction)

- STRUCTURAL WORK : R.C.C. framed structure 8" thick external walls and 5" thick partition walls between two shops in cement mortar.
- FLOORING : Vitrifides Tiles floor.
- DOOR : One Wooden Door will be provided.
- WINDOW : All windows will be made of Aluminium Panel with Glass fittings.
- INTERIOR WALL COATS : All the interior wall will be finished with Putty.
- ELECTRIC WIRING : All wiring will be concealed with the standard specified wire and 12 Nos electrical pints will be provided.
- WATER POINT : Total 3 (Three) Nos. water points shall be provided.
- WATER SUPPLY : Round the clock water supply by Deep tubewell, through overhead water reservoir.
- EXTRA WORK : Any extra work other than specified will be done against extra payment.
- MAINTENANCE : Society for the apartment will maintain the common expenditure. Such as common lights, electric charges, common painting, Guard, Sweeper, etc. Any extra fittings and furniture will be paid by the Purchaser.

ALPHA HIGHRISE
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Partner.

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THE FOURTH SCHEDULE ABOVE REFERRED TO

Costs, expenses, outgoings and obligations for all Purchaser is liable to proportionate contributions :

1. The cost of cleaning and lighting the entrance to the building, the passage and spaces around the building.
2. Cost of repairing, painting and decorating the exterior surface of the said building.
3. All rates and taxes Govt. Levies, outgoings, surcharges and imposition now in force or may hereafter be imposed on the said premises including interest or penalty accrued thereon.
4. Salary, wages, fees and remuneration of lawyers, engineering clerks, accountants, watch and ward staff, technician, plumber, electrician, masons, carpenters, sweepers whose appointment may be considered necessary for maintenance and protection of the said premises and administration and management of the affairs thereof.
5. The costs of working and maintenance and replacing pumps, generators, and other lights and service charges including cost of arranging for water supply and Electric supply to the premises.
6. Costs of Insurance of the Building for common interest and purpose.
7. All other expenses of common services and in connection with common areas and facilities as are deemed by the Developer necessary.
8. Capital or recurring expenditure for replacement and rebuilding of the floor spaces building and/or any common facilities and utilities.

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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 SELAED AND DELIVERED
by the OWNERS At DANKUNI

Constituted Attorney for & on behalf of :
Goutam Ghosh, Biswajit Ghosh, Tanmay
Sarkar, Tapas Sarkar, Kamal Roy, Pintu
Chakraborty
(SIGNATURE OF THE OWNERS)

ALPHA HIGHRISE
Kishnachandrabandy
ALPHA HIGHRISE Partner.

ALPHA HIGHRISE
Gautam Chandra Ghosh
Partner.


Partner.

SIGNED SELAED AND DELIVERED
by the DEVELOPER at DANKUNI

ALPHA HIGHRISE
Nanda Dulal Ghosh
Partner.
(SIGNATURE OF THE DEVELOPER)

ALPHA HIGHRISE
Amit Ghosh
Partner.

SIGNED SELAED AND DELIVERED
by the PURCHASER at DANKUNI


১২/০৫/২০২৩
(SIGNATURE OF THE PURCHASER)

WITNESSES :

1. *M.K. Mondal*

১২/০৫/২০২৩

2.

Drafted & Prepared by :
Ashis Mondal
ASHIS MONDAL
ADVOCATE
HIGH COURT, CALCUTTA