

**THIS AGREEMENT FOR SALE** is made this the \_\_\_\_\_ day of \_\_\_\_\_, Two Thousand Twenty (2020),

**B E T W E E N**

**B.P BUILDER & DEVELOPER** , a proprietorship concern having it's original place of business at 24 Anjuman Ara Row, PO & PS Jadavpur, Kolkata-700033 and being represented by its sole Proprietor **SRI PROSENJIT PAITH**, PAN AKYPP3748A, son of Sri Sudhir Kumar Paith, by faith Hindu, by occupation business, residing at 24 Anjuman Ara Begum Row, Police Station Jadavpur, Kolkata-700033, District 24 Parganas south, hereinafter called and referred to as the '**DEVELOPER**' (which terms or expression shall unless excluded by or repugnant to the context be deemed to mean and include his heirs, successors, legal representatives, administrators and assigns) of the **FIRST PART** .

**AND**

....., PAN ....., son/daughter of ....., ,residing at ....., , hereinafter called and referred to as the '**PURCHASER**'/**ALLOTTEE** (which terms or expression shall unless excluded by or repugnant to the context be deemed to mean and include his heirs, successors, legal representatives, administrators and assigns) of the **SECOND PART** .

**AND**

**SRI SHYAMAL BOSE**, PAN AECPB4708A, **son of Late Surendra Nath Bose**, by faith Hindu, by Nationality Indian, by occupation business, residing at 15 Selimpore Road, P.O Selimpore, P.S Kasba, Kolkata- 700031, 24 Parganas (South), hereinafter called and referred to as the '**OWNER**' (which expression unless repugnant to the context shall mean and include his/heir/heirs,executor/executors,administrator/administrator,representati

ve/representatives and assigns/assigns) being represented by his Constituted Attorney **B.P BUILDER & DEVELOPER**, a proprietorship concern having it's original place of business at 24 Anjuman Ara Row, PO & PS Jadavpur, Kolkata-700033 and being represented by its sole Proprietor **SRI PROSENJIT PAITH**, PAN AKYPP3748A, son of Sri Sudhir Kumar Paith, by faith Hindu, by occupation business, residing at 24 Anjuman Ara Begum Row, Police Station Jadavpur, Kolkata-700033, District 24 Parganas south,  
**THIRD PART**

**WHEREAS** the OWNER herein is the absolute owner of all that piece and parcel of land measuring more or less 3 cottahs 14 chittack 11 square feet together with the a three storied dwelling house, lying at situated at mouza chandpur, JL NO 41, Touzi No 56, Khatian no 57 & 58, C.S Plot No 944 &764, A.D.S.R Alipore, presently within the Kolkata Municipal Corporation under the Ward No 94 being the premises no. 62/64 Haripada Dutta Lane, Kolkata-700033, under Police Station Jadavpur, District 24 Parganas (South), together with all the easement and user right appertaining thereto, for the brevity hereinafter refer to as **“SAID PROPERTY”**, morefully described in the FIRST SCHEDULE hereunder written, free from all encumbrances, charges , liens, lispence, attachments, trust or any claims and demands in any manner whatsoever.

**AND WHEREAS** the piece and parcel of land measuring more or less 3 cottahs 14 chittack 11 square feet lying at situated at mouza chandpur, JL NO 41, Touzi No 56, Khatian no 57 & 58, C.S Plot No 944 &764, A.D.S.R Alipore, presently within the Kolkata Municipal Corporation under the Ward No 94, under Police Station Jadavpur, District 24 Parganas (South), together with all the easement and user right appertaining thereto, for the brevity hereinafter refer to as **“SAID LAND”**, morefully described in the SECOND SCHEDULE hereunder written, was initially owned by one Union Company Limited and one Surendra Nath Bose purchased the said land by virtue of a

deed of Indenture dated 03/03/1952, duly registered at A.D.S.R Alipore and recorded in Book No1, Volume No 35, pages 210 to 217 being deed no 2262 for the year 1952 and constructed one three storied dwelling house from his own and started enjoying the same.

**AND WHEREAS** the abovestated Surendra Nath Bose died 26/05/1971 and during his lifetime said Surendra Nath Bose bequeathed all of his moveable and immovable properties between his two sons Amalendu Bose and Shymal Bose and his elder sister in law Charu Bala Basu by virtue of his last Will and Testament which was registered at Sub Registrar Alipore Sadar and duly recorded in Book No III, Volume No 6 pages 40 to 43 dated 06/03/1959.

**AND WHEREAS** said Amalendu Bose being the executor of the last Will and Testament of his deceased father applied for granting Probate before the District Delegate, Alipore in the year 1987 being the Probate Case No 316 of 1987 and the said Probate has been granted by the Ld District Delegate Alipore on 13/02/1991 in favour of the Amalendu Bose.

**AND WHEREAS** said Surendra Nath Bose since deceased bequeathed the "SAID PROPERTY" to Shymal Bose his son and his elder sister in law Charu Bala Basu. It was also settled in the said Will and Testament of the said Surendra Nath Bose since deceased that his elder sister in law Charu Bala Basu should use the her portion in the said property for dwelling purpose and with the demise of said Charu Bala Bose the said Shyamal Bose the OWNER herein would be the owner of the property and by attending his age 30 he would be entitled to the absolute title of the SAID PROPERTY.

**AND WHEREAS** the OWNER herein seized and possessed the absolute ownership over the said property, having been desirous to develop the said plot by constructing the G+4 storied building upon the SAID LAND, but due to paucity of the funds and lack of technical and practical knowledge of such construction work, has entered into an agreement for joint development with

the said all that piece and parcel of land measuring more or less 3 cottahs 14 chittack 11 square feet together with the a three storied dwelling house, lying at situated at mouza chandpur, JL NO 41, Touzi No 56, Khatian no 57 & 58, C.S Plot No 944 &764, A.D.S.R Alipore, presently within the Kolkata Municipal Corporation under the Ward No 94 being the premises no. 62/64 Haripada Dutta Lane, Kolkata-700033, under Police Station Jadavpur, District 24 Parganas (South), together with all the easement and user right appertaining thereto, fully described in the FIRST SCHEDULE hereunder written, with the THIRD PART herein, and said agreement has duly been registered at the office of A.D.S.R Alipore, which is recorded in Book no. I, CD Volume no. 1605-2016, pages from 72444 to 72487, Being no. 160502673, for the year 2016 dated 18/04/2016 on such terms and conditions are mentioned therein, free from all encumbrances.

**AND WHEREAS** the OWNER herein also executed one “Power of Attorney” in favour of the FIRST PART herein subsequent to the said joint development Agreement regarding all that piece and parcel of land measuring more or less 3 cottahs 14 chittack 11 square feet together with the a three storied dwelling house, lying at situated at mouza chandpur, JL NO 41, Touzi No 56, Khatian no 57 & 58, C.S Plot No 944 &764, A.D.S.R Alipore, presently within the Kolkata Municipal Corporation area under the Ward No 94 being the premises no. 62/64 Haripada Dutta Lane, Kolkata-700033, under Police Station Jadavpur, District 24 Parganas (South), together with all the easement and user right appertaining thereto, fully described in the FIRST SCHEDULE hereunder written, and said Power Of Attorney has duly been registered at the office of A.D.S.R Alipore, which is recorded in Book no. 1 , CD Volume no. – 1605-2016, pages from 71906 to72023, Being no.160502686, for the year 2016 dated 18/04/2016

**AND WHEREAS** the FIRST PART herein has started construction of the proposed building as per building plan no 2018100277 dated 15/02/2019., duly sanctioned by Kolkata Municipal Corporation, consisting of several

flats, car parking spaces and other spaces and the FIRST PART and THIRD PART herein are entitle to sell their respective allocation which includes flats, car parking space and other spaces, in the proposed building.

**AND WHEREAS** the FIRST PART herein have started constructing the said proposed G+4 building as per the terms and conditions of the said Development Agreement and registered the said project under the HIRA Act and obtained the no being .

**AND WHEREAS** the SECOND PART is desirous to purchase one flat in the abovementioned building under construction area measuring about ..... square feet ( ..... square meter) from Developer's allocation. The Purchaser is also inclined to pay consideration to THIRD PART.

**AND WHEREAS** the FIRST PART and the THIRD PART herein declares to sell one self-contained flat being Flat No “ ” in the ..... floor, measuring more or less ..... sq. ft.( ..... sq mt) super built up is included in the Developer's allocation, in the proposed building under construction “**NILANJANA APARTMENT**” together with undivided share and interest of the land and together with the rights on common service areas and facilities attached thereto, situate at premises no. 62/64 Haripada Dutta Lane, Kolkata-700033, under Police Station Jadavpur, District 24 Parganas (South), within the Kolkata Municipal Corporation area under the Ward No 94 applicable together with undivided share and interest of the said plot, lying and situate at mouza chandpur, JL NO 41, Touzi No 56, Khatian no 57 & 58, C.S Plot No 944 &764, A.D.S.R Alipore, for the brevity hereinafter referred to as the ‘SAID FLAT’ fully described in the THIRD SCHEDULE hereunder written, and the Purchaser herein upon satisfied himself/herself as to the marketable title of the said land of the owner and the right and interest of the Developer herein, has agreed to purchase the SAID FLAT fully described in the THIRD SCHEDULE hereunder written at and for the total consideration of Rs...../- (.....) only plus GST as applicable

and has paid a sum of Rs. ....../-(.....)only to the FIRST PART , plus GST as applicable, in such manner as stated in the memo of consideration as the part consideration against the SAID FLAT, to the FIRST PART , simultaneously on execution of this agreement, which the FIRST PART has admitted and acknowledged the receipt of the said payments and the parties hereto have entered into this agreement on the terms and conditions hereunder contained :

**AND FURTHER**

- A) **THE SAID ACT** shall mean The West Bengal Housing Industry Regulation Act 2017.
- B) **LAND** shall mean the entire land fully described in the SECOND SCHEDULE hereunder written.
- C) **SAID PROPERTY** shall mean the entire land fully described in the FIRST SCHEDULE hereunder written
- D) **OWNER** shall mean SRI SHYAMAL BOSE, PAN AECPB4708A, son of Late Surendra Nath Bose, by faith Hindu, by Nationality Indian, by occupation business, residing at 15 Selimpore Road, P.O Selimpore, P.S Kasba, Kolkata- 700031, 24 Parganas (South), (which expression unless repugnant to the context shall mean and include)his/heir/heirs/executor/executors,administrator/administrator,representative/representatives and assigns/assigns).
- E) **DEVELOPER** shall mean B.P BUILDER & DEVELOPER, a proprietorship concern having it's original place of business at 24 Anjuman Ara Row, PO & PS Jadavpur, Kolkata-700033 and being represented by its sole Proprietor SRI PROSENJIT PAITH, PAN AKYPP3748A, son of Sri Sudhir Kumar Paith, by faith Hindu, by occupation business, residing at 24 Anjuman Ara Begum Row, Police Station Jadavpur, Kolkata-700033, District 24 Parganas south, hereinafter called and referred to as the (which terms or expression shall unless excluded by or repugnant to the context be

deemed to mean and include his heirs, successors, legal representatives, administrators and assigns).

- F) **TITLE DEED** shall mean all deeds, documents, papers and writings regarding the title of the property.
- G) **THE BUILDING** shall mean the building to be constructed and completed upon the said land, in accordance with the sanctioned building plan and such building shall be known and called as **“NILANJANA APARTMENT”**.
- H) **SAID FLAT** shall mean one self contained flat measuring a little more or less .....Sft. Super Built up area in the Floor ..... Side of the proposed G+4 building namely **“NILANJANA APARTMENT”** to be constructed upon the said land, fully described in the THIRD SCHEDULE written herein below.
- I) **OWNER’S ALLOCATION** shall mean one self contained flat measuring a little more or less 800 Sq. ft. Super Built up area in the 1<sup>st</sup> Floor south eastern Side of the pr proposed building and one open car parking space measuring a little more or less 120 Sq ft together with the rights on common service areas and facilities attached thereto, situate at premises no. 62/64 Haripada Dutta Lane, Kolkata-700033, under Police Station Jadavpur, District 24 Parganas (South), within the Kolkata Municipal Corporation area under the Ward No 94.
- J) **DEVELOPER’S ALLOCATION** shall mean the flats remaining flats in the proposed G+4 building after excluding the OWNER’S ALLOCATION.
- K) **THE COMMON AREAS AND FACILITIES** shall mean the common portion and areas in and around the building as are outside and beyond of any exclusive areas of any flat or unit, fully described in the FOURTH SCHEDULE hereunder written.
- L) **THE COMMON COST & EXPENSES** shall mean the expenses to be incurred for the common purposes as described in the FIFTH SCHEDULE hereunder written.

- M) **THE CO-OWNERS** shall mean all persons agreeing to own any unit or flat other than the purchaser herein and including the owner in respect of un-acquired units of the flat or any space or spaces in the building.
- N) **THE COMMON PUROSES** shall mean and include the purposes of up-keepment, management, maintenance, administration and purpose of regulating the enjoyment of the Co-owners of the their respective units and all other purposes and matter in which the Co-owners shall have common interest relating to the said land and building.
- O) **THE ROOF** shall mean the common user rights on the roof of the proposed building to be constructed upon the said land and for such user right, the proportionate share shall be charged in computing the area of the Unit/Flat.
- P) **SALEABLE SPACE** shall mean the entire space in the new building available for independently to be used and occupied by intending purchaser after making due provisions of the owner's allocation and the common facilities and the space required thereof.
- Q) **THE ARCHITECT** shall mean Sri Nababrata Ghosh of 59 A Pallisree, P.O Regent Estate, Kolkata- 700092, appointed by the First Part, for designing, planning the new building and supervising of the Development work and/or construction of the proposed building.
- R) **THE ADVOCATE** shall mean Advocate working for gain at S.R & ASSOCIATES, a Partnership Firm, giving legal service having it's principle place of business at 11 old post Office Street, 4<sup>TH</sup> Floor, Kolkata-700001, Opposite to the Calcutta High Court, appointed by the First Part.
- S) **BUILDING PLAN** shall mean such plan or plans prepared by the Architect for the construction of new G+4 building, duly sanctioned by the Kolkata Municipal Corporation being building plan no.2018100277 dated 15/02/2019.
- T) **TRANSFER** shall mean with its grammatical variations shall include possession under an Agreement or part performance of a contract and by and other means although the same may not amount to a transfer within the meaning of Transfer of property Act, 1882.



- U) **TRANSFEEE** shall mean a person/s firm, limited company, Association of persons or Body of individuals to whom any space in the building has been transferred or to be transferred.
- V) **WORDS** importing masculine gender shall include feminine and neuter gender, likewise words importing feminine gender shall include masculine and neuter genders and similarly words importing neuter gender shall include Masculine and Feminine Genders.
- W) **FORCE MAJURE** shall mean any act or incident which include flood, earth quake, riot, war, storm, tempest, civil commotion, strike, lock out or any such incident or phenomena which is not within the control of the parties hereto affected thereby from abiding the term and conditions of this agreement.
- X) **MINOR ADDITIONS OR ALTERATIONS** shall mean any minor addition or alterations in the construction of the said flat from the plan which excluded structural change , including an addition to the area or change in height, or the removal of part of a building, or any change to the structure, such as the construction or removal or cutting into of any wall or a part of a wall, partition, column, beam, joist, floor, including a mezzanine floor or other support or a change to or closing of any required means of access ingress or egress or a change to the fixtures or equipment e.t.c.
- Y) **ALLOTTEE** shall mean the person to whom a self contained flat as described in the THIRD SCHEDULE herein under, has been allotted, sold ,or otherwise transferred by the developer and includes the person who subsequently acquire the said allotment through sale, transfer or otherwise but does not include a person to whom such Flat is given on rent.
- Z) **CARPET AREA** shall mean the net usable floor area of the Said Flat, excluding the are covered by the external walls, areas under services, shafts, exclusive balcony or veranda area and exclusive open terrace area but includes the area covered by the internal partition walls of the said flat.
- AA) **COMPLETION CERTIFICATE** shall mean the certificate issued by the K.M.C certifying that the building has been developed or constructed

according to the sanctioned plan, layout plan and specifications, as approved by the K.M.C under the K.M.C Act and Rules in this regard.

- BB) **DEVELOPMENT WORKS** shall mean the external development work and internal development work of the said Building.
- CC) **STRUCTURAL ENGINEER** shall mean Sri Saktibrata Bhattachrjee of P 70 New Rajpur Road, P O- Garia, Kolkata 700084, appointed by the First Part, for designing, planning the new building and supervising of the Development work and/or construction of the proposed building.
- DD) **PARKING SPACE** shall mean the space specified for parking of the vehicle as sanctioned by the K.M.C.
- EE) **INTEREST** shall mean the rates of interest payable by the FIRST PART or the SECOND PART as the case may be as per the provisions of the West Bengal Housing Industry Regulation Act 2017.

**NOW THIS AGREEMENT WITNESSETH AND AGREED BY AND BETWEEN THE PARTIES HERETO** as follows:-

1. The FIRST PART and THIRD PART herein declare that the SAID FLAT is free from all encumbrances and hindrances and has absolute right, title and authority to sell the SAID FLAT described in the THIRD SCHEDULE hereunder written, at its absolute discretion and opinion. The SECOND PART has paid a sum of Rs...../- (Rupees .....) plus GST as applicable only, to the FIRST PART , simultaneously on execution of this agreement for sale, which the FIRST PART y has duly received and acknowledged. That the Purchaser shall be responsible to pay the balance consideration of Rs. ....../- (Rupees .....) plus GST as applicable in every installment, against the SAID FLAT described in the second schedule hereunder written at or before

the time of registration of proper deed of sale in his/her favour or in favour of his/her nominated person. It is further agreed by the SECOND PART that the abovementioned consideration of the SAID FLAT does not include the charge of electric transformer to be installed for the said building by the authority and the SECOND PART /PURCHASER herein shall pay bear the cost of such installation on actual as per the proportionate share of the SAID FLAT.

2. That the SECOND PART herein shall or may conduct necessary searches and investigation on the title of the said owner i.e. in and upon the SAID FLAT described in the THIRD SCHEDULE hereunder written within said stipulated period, where the time is the very essence of this contract.
3. That upon receiving the balance consideration as aforesaid, the FIRST PART herein shall execute and register a proper Deed of Conveyance unto and in favour of the purchaser and /or SECOND PART herein or in favour of the nominated person of the SECOND PART herein, in the event of nomination, the FIRST PART herein shall have no objection or grievances in any manner whatsoever.
4. That in the event of the delay in such execution and registration of the proper Deed of Conveyance of the SAID FLAT unto and in favour of the SECOND PART herein or in favour of the nominated person of the SECOND PART herein and to hand over the physical possession of the SAID FLAT with time after execution and registration of the said Deed of Conveyance, unto and in favour of the herein or in favour of the nominated person of the SECOND PART herein, the FIRST PART shall be responsible to pay interest to the SECOND PART as per the provision of the SAID ACT.
5. That the FIRST PART herein shall handover all the photocopies of the title deeds and sanctioned plan, layout plans with regard to the said land and said flat to the SECOND PART herein and also

uploaded all scan copies of the documents and information with the official website of the West Bengal Housing Industry Regulatory Authority, as required for the purposes of registering this project under West Bengal Housing Industry Regulation Act 2017 before the execution of this agreement.

6. That the SECOND PART shall be responsible to pay all the expenses necessary for the registration of proper deed of sale in his/her favour or in favour of his/her nominated person with regard to the SAID FLAT.
7. That all the said registration shall be under the supervision and with the assistance of an Advocate working for gain at S.R & ASSOCIATES, a Partnership Firm, giving legal services, having its principle place of business at 11 old post Office Street, 4<sup>TH</sup> Floor, Kolkata-700001, Opposite to the Calcutta High Court.
8. That subject to terms and conditions to be performed by the SECOND PART, the FIRST PART shall deliver, peaceful vacant possession of the SAID FLAT, described in THIRD SCHEDULE duly completed tentatively within ..... 2021, if not otherwise, time may be extended due to Force Majeure factor or on mutual understanding between the FIRST PART and SECOND PART herein.
9. That the First Part shall be responsible for any such structural defect or any such other defects as mentioned in the Section 14 of the SAID ACT as per the provision of the section 14 of the SAID ACT.
10. The SECOND PART hereby covenants with the FIRST PART and the THIRD PART to do the following acts, deeds and things as from the date of execution of the Deed of Conveyance in his favour:-

- i. To co-operate with the FIRST PART and THIRD PART in the management and maintenance of the common portions of the building.
- ii. To allow the FIRST PART and THIRD PART and its workmen to enter into the SAID FLAT for carrying out the work required for the common purpose, with prior intimation to the Purchaser.
- iii. To allow the construction and completion of the building by the FIRST PART and its workmen without any obstruction or hindrances NOTWITHSTANDING any temporary inconvenience to the Purchaser's occupation and enjoyment of the SAID FLAT, fully described in the Second Schedule hereunder written.
- iv. To pay proportionate share of the common expenses regularly and punctually and to pay likewise all outgoings and the rates and taxes for SAID FLAT wholly if assessed separately by the authority concern.
- v. To pay all the charges for electric and other utilities services in or relating to the SAID FLAT.
- vi. To use the SAID FLAT for his/her residential purposes only.
- vii. To be obliged to be a member of the Association to be formed for the maintenance of the proposed building to be constructed and completed upon the said land.
- viii. To observe the rules framed from time to time by the Owner and Developer and upon formation of the Association for quiet peaceful and beneficial enjoyment of the SAID FLAT and/or the common portions appertaining thereto.

8. It is agreed that the available recital of the title on the said land and also the devolution of title shall be incorporated in the deed of conveyance, to be registered in favour of the SECOND PART herein.

9. That if the SECOND PART herein fails or neglects to pay the balance consideration as aforesaid within the said stipulated period, in that event the FIRST PART herein may rescind this agreement and the event of termination of this agreement and the FIRST PART herein shall refund all the advance amount so received, after deducting 20% of the amount advanced from the Purchaser till that day, to the purchaser herein and also after selling of SAID FLAT to any other party .

10. That if the FIRST PART herein fails and or neglects to execute and register the Deed of Conveyance in favour of the SECOND PART herein, upon receiving the balance consideration as aforesaid and in that event the SECOND PART herein shall be at liberty to take shelter as per the SAID ACT and the provisions of the other laws as applicable in this regard and or may rescind this agreement and the event of termination of this agreement, the FIRST PART herein shall refund all the advance amount so received, to the SECOND PART herein on demand.

11. That the FIRST PART time to time inform the stage wise development of the construction work and completion of the water, sewerage, electrical and other essential and all other amenities as specified in this agreement to the SECOND PART as per the provisions of the SAID ACT.

12 That the SECOND PART shall also be responsible to pay the instalments as per the SIXTH SCHEDULE and the SECOND PART shall be liable to pay interest to the FIRST PART as per the provision of the SAID ACT.

13. The FIRST PART herein shall transfer or assign his majority rights and liabilities in this building to any other person as per the provision of the SAID ACT.

14. That the FIRST PART shall maintain the common areas and essential services and after transferring 50 percent flats of the said building the FIRST PART immediately cause necessary steps for the formation of the Association of the Flat Owners and transfer liability of maintaining the building including common area and providing essential services to the said Association of the Owners.

15. That the FIRST PART shall be responsible to procure occupancy certificate and completion certificate of the building.

16. That the FIRST PART shall be responsible to obtain insurance for the project and pay the premium of that insurance as per the provision of the SAID ACT.

14. That the FIRST PART shall be responsible for all obligations, responsibilities and functions under the provisions of the West Bengal Housing Industry Regulation Act 2017 and Rule and Regulations made there under or to the Second Part herein as per the terms and conditions of this Agreement For Sale till the Conveyance of all the flats of the said building the SECOND PART herein.

**THE FIRST SCHEDULE ABOVE REFERRED TO**

**(SAID PROPERTY)**

**ALL THAT** all that piece and parcel of land measuring more or less 3 cottahs 14 chittack 11 square feet together with the a three storied dwelling house, lying at situated at mouza chandpur, JL NO 41, Touzi No 56, Khatian no 57 & 58, C.S Plot No 944 & 764, A.D.S.R Alipore, presently within the Kolkata Municipal Corporation under the Ward No 94 being the premises no. 62/64 Haripada Dutta Lane, Kolkata-700033, under Police Station Jadavpur, District 24 Parganas (South), together with all the

easement and user right appertaining thereto , which is butted and bounded as

ON THE NORTH : 18 feet K MC Road,  
 ON THE SOUTH : 62/8 Hari Pada Dutta Lane  
 ON THE EAST : 62/29 Hari Pada Dutta Lane  
 ON THE WEST : 18-0 feet wide KMC Road.

**THE SECOND SCHEDULE ABOVE REFERRED TO**

**(SAID LAND)**

all that piece and parcel of land measuring more or less 3 cottahs 14 chittack 11 square feet together with the a three storied dwelling house, lying at situated at mouza chandpur, JL NO 41, Touzi No 56, Khatian no 57 & 58, C.S Plot No 944 &764, A.D.S.R Alipore, presently within the Kolkata Municipal Corporation under the Ward No 94 being the premises no. 62/64 Haripada Dutta Lane, Kolkata-700033, under Police Station Jadavpur, District 24 Parganas (South), together with all the easement and user right appertaining thereto.

ON THE NORTH : 18 feet K MC Road,  
 ON THE SOUTH : 62/8 Hari Pada Dutta Lane  
 ON THE EAST : 62/29 Hari Pada Dutta Lane  
 ON THE WEST : 18-0 feet wide KMC Road.

**THE THIRD SCHEDULE ABOVE REFERRED TO**

**(SAID FLAT)**

**ALL THAT** one self-contained flat being Flat No “ ” in the ..... floor, measuring more or less ..... sq. ft.( ..... sq mt) super built up is



included in the Owner's allocation, together with undivided share and interest of the land and together with the rights on common service areas and facilities attached thereto, situate at premises no. 62/64 Haripada Dutta Lane, Kolkata-700033, under Police Station Jadavpur, District 24 Parganas (South), within the Kolkata Municipal Corporation area under the Ward No 94 applicable together with undivided share and interest of the said plot, lying and situate at mouza chandpur, JL NO 41, Touzi No 56, Khatian no 57 & 58, C.S Plot No 944 &764, A.D.S.R Alipore

ON THE NORTH :

ON THE SOUTH ;

ON THE EAST :

ON THE WEST :

**THE FOURTH SCHEDULE ABOVE REFERRED TO:**

**(Common Areas and Facilities)**

The common areas and the common parts mentioned in this presents shall include :-

1. Stair-cases, stair-case landing and four passengers lift.
2. Common passage and lobby on the ground floor except Open car Parking space.
3. Tube-well, water pump, water tank, water and pies and other common plumbing installations.
4. Electrical wiring.
5. Exterior conduits, utility lines, septic tank.

6. Public service connection like meters and rooms for an electricity, telephone and water not owned, by public utility or other agencies providing such services and shall be located outside the building.
7. Exterior lighting and other facilities necessary to the upkeep and safety of the said building.
8. All other facilities or elements or any improvement outside the said flat but upon the said building which is necessary for or convenient to the existence, management, operation maintenance and safety of the building normally in common use.
9. The foundation, footings, columns, girders, beam, supports, exterior walls of the said building beyond the said flat side or interior load bearing walls within the said building or concrete floor slabs.

**THE FIFTH SCHEDULE ABOVE REFERRED TO:**

**(Common Costs and Expenses)**

1. All costs of maintenance, operating replacing, repairing, white colour washing, painting, decorating, rebuilding, re-construction, re-decoration, lighting the common portions and common areas of the building including outer walls.
2. All charges and deposits for supplies of common utilities to the co-owners in common.
3. Kolkata Municipal Corporation Tax, Multi-storied building tax, water tax and other levies in respect of the Purchaser's Flat or residential space.
4. Insurance premium for insuring the building /flat.
5. Cost of formation and operation of the Association of the flat owners.
6. The office expenses incurred for maintaining of office for common purposes.

7. All the litigation expenses for the common purposes and relating to the common area and enjoyment of the common portions.
8. Electricity charges for the electricity consumed for the operation of the common services.
9. Cost of maintenance, repairs and replacement of pumps and other common installations.
10. Salary of all persons employed for the common purposes including Darwans, Security, Sweepers, plumbers, Electricians etc.
11. Fees and charges from the services and consultation and advices required to be hand and obtained from time to time in respect of and/or relation to the common purposes and common utilities.

**THE SIXTH SCHEDULE ABOVE REFERRED TO :**

**(Mode of Balance Payment)**

Total consideration Rs...../- (.....) only plus GST as applicable and has paid a sum of Rs. .... /- (.....) only plus GST as applicable to the FIRST PART , which the FIRST PART has duly received and acknowledged AND the balance consideration of Rs. .... /- (Rupees ..... ) only plus GST as applicable, to the FIRST PART shall be paid by the Purchaser in the following manner:-

- i) **FIRST INSTALMENT** -The Purchaser shall pay 20% of the total Price, i.e. Rs..... /- (Rupees ..... ) plus GST as applicable, to the FIRST PART ,at the time of the execution of this Agreement for Sale.

ii) **SECOND INSTALMENT-** The Purchaser shall pay 20% of the total Price, i.e. Rs...../-(Rupees .....) plus GST as applicable, to the FIRST PART ,within days from the date of paying first instalment .

iii) **THIRD INSTALMENT-** The Purchaser shall pay 20% of the total Price, i.e. Rs...../-(Rupees .....) plus GST as applicable, to the FIRST PART , within days from the date of paying the second instalment.

iv) **FOURTH INSTALMENT-** The Purchaser shall pay 20% of the total Price, i.e. Rs...../-(Rupees .....) plus GST as applicable, to the FIRST PART, within days from the date of paying third instalment..

v) **FIFTH INSTALMENT-** The Purchaser shall pay 10% of the total Price, i.e. Rs...../-(Rupees .....) plus GST as applicable, to the FIRST PART ,before the execution of the Deed of Conveyance.

**EXTRA WORK:**

It is agreed and understood that the purchaser herein shall inform in writing for any additional work to be carried out by the Owner and the Developer herein in well advance before carrying out of any related work and in that event the purchaser shall pay all the additional cost and expenses as will be settled in between the Owner and Developer and the Purchaser herein and in that regard the purchaser herein shall have no objection or grievances in any manner whatsoever.

**THE SEVETH SCHEDULE ABOVE REFERRED TO :**

**(Specification of construction and facilities)**

- a) Foundation : The building is designed on RCC footing as per design.
- b) Super Structure : To be reinforced concrete columns, beams and slab.
- c) Plinth : To be brick work with sand on cement mortar.
- d) Walls : External walls shall be of 200/250mm, thick standard brick work and internal walls shall be of 125/75 mm. thick brick work with sand and cement mortar with both side cement plaster.
- e) Flooring : All floor shall be 2'x2' marbel and skirting shall be 4" inch. All the toilet/W.C. shall have ' APPR ft. high glazed tiles and anti skid floor tiles. Kitchen platform shall be standard wide and length as per position and size of kitchen, finished in granite and shall have tiles from the cooking platform with one stainless steel sink.
- f) Windows : All the windows shall be made of Aluminium sliding with M.S. Grill.
- g) M.S. Grill : All m.s. railings, grills to verandah window etc, shall be as per architects design with primer.
- h) Doors : All door frames except toilet shall be made with Malaysian wood. All door shutters shall be standard thick flash door(hot compressed) and main door shall be wooden with the following fittings such as m.s. hinges, aluminium door handle as necessary, toilet door shutter and frame shall be made by PVC. All windows will be made by Aluminium Sliding with glass fittings).
- i) Internal Finish of Wall : All internal walls & ceiling shall be finished with plaster of paries.
- j) Plumbing and Drainage : All internal soil and water, outlet pipes shall be mm to mm diapvc pipes, all inlet pipes shall be mm to mm diapvc made and all necessary sanitary fittings.

k) Fixtures shall be standard good qualities and each toilet shall be provided one western commode with cistern, one basin with tap, shower with hot and cold water provision each W.C. shall be provided one European commode and cistern and water point.

l) Electrical Installation : All the internal wiring shall be concealed. All switches shall be modular type. Each bed room shall be provided with ..... light points fan point, power point (5 amp), one night lamp point. Each drawing and dining room shall be provided with light points, ..... fan points two power points (one 15 amp, one 5 amp), one call bell point, one TV point, one telephone point. Each kitchen shall be provided one light point one exhaust fan point, power points (5 amp). Each toilet and WC shall be provided with one light point and one exhaust fan point. One geyser point in the main toilet to be given. There shall be a main meter cost of which shall be borne by the FIRST PART. Each flat shall have a separate meter, the cost of which shall be borne by the Flat owners.

m) Water Supply : Water supply from underground water reservoir stored from KMC water connection, if there is no power cut or any technical breakdown.

n) Lift : Four passenger lift by the BIRD Elevator Company shall be provided to the proposed building together with all the machineries, parts attached thereto.

**IN WITNESS WHEREOF** the parties hereto have hereunto set and subscribed their respective hands and seals on the day, month and the year first above written.

**SIGNED IN THE PRESENCE OF**

**WITNESSES:**

1.

2.

**SIGNATURE OF DEVELOPER /FIRST PART**

**SIGNATURE OF PURCHASER/SECOND PART**

**SIGNATURE OF OWNER /THIRD PART**

**MEMO OF CONSIDERATION**

**RECEIVED** a sum of Rs. ....../- (Rupees One Lacks) only, plus GST as applicable , as the part consideration against the SAID FLAT described in

the schedule written hereinabove, from the within named Purchaser in the following manner :-

Sl.	Date	cheque/ Demand Draft No	Amount
1.			
2.			

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**TOTAL RS.**

**WITNESSES**

1.

2.

**SIGNATURE OF THE OWNER/FIRST PART**

Drafted by,

SHAMEEK CHAKRABORTY  
ADVOCATE

C/O S. R. & ASSOCIATES  
ADVOCATES

11 OLD POST OFFICE STREET  
4<sup>TH</sup> FLOOR, KOLKATA-700001  
OPP. HIGH COURT CALCUTTA

Typed by me.