

AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE is made on this day of **2020**
BETWEEN (1) **SRI ARUP MUKHERJEE,(PAN NO. ALDPM7459D)**, son of Late Arani Mohan Mukherjee, by occupation Retired (2) **SRI AMIYA MUKHERJEE,(PAN NO.AFQM0688K)**, son of Late Arani Mohan Mukherjee, by occupation –Service, both by faith-Hindu and citizens of India of 139, Shibpur Road, P.S. Shibpur, District –Howrah, (3) **SMT. APARNA CHATTERJEE, (PAN NO. APDPC6303C)**, wife of Sri Pradip Kumar Chatterjee, by faith –Hindu, Citizen of India, by occupation Housewife, residing at 28/1, Haritaki Bagan Lane, P.S. Maniktala, Kolkata (4) **BANI MUKHERJEE,(PAN NO. BKAPM7671Q)**, wife of Late Anup Mukherjee, by faith –Hindu, Citizen of India, by occupation Housewife, (5) **SRI ANIRBAN MUKHERJEE,(PAN NO. AVNPM2425M)**, son of late Anup Mukherjee, by faith – Hindu, Citizen of India, by occupation Service, No. 4 & 5 both residing at 139 Shibpur Road, P.S.

Shibpur, District –Howrah (6) **SMT. ANINDITA BANERJEE, (PAN NO. BPLPB6322M)** , wife of Dr. Jyotirmoy Banerjee daughter of Late Anup Mukherjee, by faith Hindu, Citizen of India, by Occupation Housewife, residing at 164/A/12/1, Prince Anwar Shah Road, Police Station: Lake Kolkata -700 045, hereinafter referred to as the **OWNERS** (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their respective legal heirs, executors, legal representatives and assignees) of the **ONE PART** and all the **OWNERS** represented by their **Constituted Attorney(1) SMT. MONALISHA GHOSH(PAN NO.AJRPG5426E)**, wife of Sri Subhrojit Ghosh, by faith –Hindu, Citizen of India, by occupation –Business and (2) **SRI SUBHROJIT GHOSH(PAN AHXPG6565G)**, son of Sri Samar Kumar Ghosh, by faith-Hindu, Citizen of India, by occupation –Business, both of them residing at 95/2/5, Shibpur Road, Police Station –Shibpur, District Howrah, (3)**PRASHANT KUMAR SINGH(PAN NO. AVQPS0249C)**, son of Ram Parves Singh, by faith –Hindu, Citizen of India, by occupation – Business, 77/2/2A, Lenin Sarani, Kolkata – 700 013 (4)**YASHWANT KUMAR SINGH ,(PAN NO.AVHPS 4700M)**son of Ram Parves Singh, by faith –Hindu, Citizen of India, by occupation – Business, 77/2/2A, Lenin Sarani, Kolkata – 700 013 , **all Directors of HAPPYMONTY’S REAL ESTATES PRIVATE LIMITED(PAN NO. AADCH1488B)**, a private limited company incorporated under the provisions of Companies Act, 1956 having its registered office situated at Premises No. 95/2/5, Shibpur Road, Police Station- Shibpur, District – Howrah.

AND

HAPPYMONTY’S REAL ESTATES PRIVATE LIMITED, (PAN NO. AADCH1488B), a private limited company incorporated under the provisions of Companies Act, 1956 having its registered office situated at Premises No. 95/2/5, Shibpur Road, Police Station- Shibpur, District – Howrah, represented by the Directors (1) **SMT. MONALISHA GHOSH, (PAN NO.AJRPG5426E)** wife of Sri Subhrojit Ghosh, by faith –Hindu, Citizen of India, by occupation –Business and (2) **SRI SUBHROJIT GHOSH,(PAN AHXPG6565G)** son of Sri Samar Kumar Ghosh, by faith-Hindu, Citizen of India, by occupation –Business, both of them residing at 95/2/5, Shibpur Road, Police Station –Shibpur, District Howrah, (3)**PRASHANT KUMAR SINGH(PAN NO . AVQPS0249C)**, son of Ram Parves Singh, by faith –Hindu, Citizen of India, by occupation – Business, 77/2/2A, Lenin Sarani, Kolkata – 700 013 ,(4)**YASHWANT KUMAR SINGH ,(PAN NO.AVHPS 4700M)**son of Ram Parves Singh, by faith –Hindu, Citizen of India, by occupation – Business, 77/2/2A, Lenin Sarani, Kolkata – 700 013 77/2/2A, Lenin Sarani, Kolkata – 700 013, hereinafter called the **DEVELOPER**(which expression shall unless excluded by or repugnant to the context be deemed to include its legal heirs, successors, representatives, nominees and assignees) of the **SECOND PART** .

AND

1.....son of by faith-Hindu, Citizen of India, by Occupation – Business, residing at, hereinafter called the **PURCHASER** (which expression shall unless excluded by or repugnant to the context be deemed to include their legal heirs, successors, representatives, nominees and assignees) of the **THIRD PART**;

WHEREAS

- A. All that piece and parcel of the property situated within District and District Registry and Additional District Sub- Registry office, Howrah, Mouja and Police Station – Shibpur, Howrah Municipal Corporation Ward No. 33, Holding No. 139 Shibpur Road, measuring about 13 Cottahs 10 Chittacks 30 Sq.ft. of Bastu land with a Pucca structure standing thereon **And** within Holding No. 139/1, Shibpur Road, measuring 9 Cottahs 8 Chittack of Bastu land in two aforesaid holdings total area measuring about 23 Cottahs 2 Chittacks 30 Sq. ft. of Bastu land with Pucca structure standing thereon, is the property under this Development Agreement which is more fully described in **SCHEDULE - A** herein below.
- B. The property mentioned in the Schedule was previously seized and possessed as owners by Sri Mohipal Mukhopadhyay and others and during the course of enjoyment of the property in connection to the property there was a title suit being no, 81 of 1895 before the then Ld. Second Munsiff Hooghly in between Mohipal Mukhopadhyay and others against Narayan Chandra Chattopadhyay and subsequently the said suit was decreed in favour of Narayan Chandra Chattopadhyay and thereafter Narayan Chandra Chattopadhyay filed a title execution being No. 236 for the year 1896 before the then Learned Second Munsiff Hooghly and in the said execution proceedings through auction sell by court the property was obtained by Narayan Chandra Chattopadhyay and accordingly a sale certificate was issued in favour of Narayan Chandra Chattopadhyay by the then Learned Second Munsiff Hooghly and accordingly since then Narayan Chandra Chattopadhyay became the owner of the property and continue to enjoy the same in an absolute peaceful manner without any interruption from anybody else.
- C. During the course of enjoyment of the property said Naraya Chandra Chattopadhyay died leaving behind only three sons namely Kalidas Chattopadhyay, Jyotindranath Chattopadhyay, and Nibaran Chandra Chattopadhyay as his only heirs and thereby the

property left by Narayan Chandra Chattopadhyay was inherited by the aforesaid three sons in a joint manner and they continue to enjoy the same in a joint peaceful manner. During the course of such joint peaceful enjoyment of the property one of the sons of Narayan Chandra Chattopadhyay i.e. Nibaran Chandra Chattopadhyay died leaving behind his only son BibhutiBhusan Chattopadhyay as his only legal heir. Accordingly the property left by Narayan Chandra Chattopadhyay was jointly inherited by Kalidas Chattopadhyay, Jyotindranath Chattopadhyay, and BibhutiBhusan Chattopadhyay and they continue to enjoy the same in a joint peaceful manner without any interruption from anybody else whatsoever.

- D. During the course of such joint peaceful enjoyment of the property, by the execution of Registered Deed of Sale on 02.07.1921 said Kalidas Chattopadhyay, Jyotindranath Chattopadhyay, and BibhutiBhusan Chattopadhyay jointly sold out their property in favour of Suryakanta Chakraborty which was duly Registered before District Sub Registry Office Howrah and recorded as Deed No. 2863 for the year 1921 and thereby Suryakanta Chakraborty became the absolute owner of the total property and continue to enjoy the same in an absolutely peaceful manner.
- E. During the course of such absolute peaceful enjoyment of the property by the execution of Registered Deed of Sale on 03.11.1921 said Suryakanta Chakraborty sold out his property in favour of NarayaniDasi which was duly Registered before District Sub Registry Office Howrah and recorded as Deed No. 3795, for the year 1921 and thereby NarayaniDasi became the absolute owner of her purchased property and continue to enjoy the same in a absolute peaceful manner.
- F. During the course of such absolute peaceful enjoyment of the property by the execution of Registered Deed of Sale on 26.09.1945 said NarayaniDasi sold out her property in favour of NripendranathNandy which was duly Registered before District Sub-Registry Office Howrah and recorded as Deed No. 964, for the year 1927 and thereby NripendranathNandy became the absolute owner of his purchased property and continue to enjoy the same in a absolute peaceful manner.
- G. During the course of enjoyment of the property said NripendranathNandy duly mutated his name before then Howrah Municipality and the Holding no. 139, Shibpur Road was recorded in the name of NripendranathNandy before Howrah Municipality.

- H. **During the course of enjoyment of the property said NripendranathNandy for his legal need of money executed an Agreement for Sale on 24.09.1945 in favour of Anath Nath Mukhopadhyay in connection to the property at 139, Shibpur Road, P.S. Shibpur, District Howrah measuring 1.5 Bigha of Bastu land with structure standing thereon and received advance amount of Rs.101/- out of total value settled therein Rs.22,000/-**
- I. **Subsequently NripendranathNandy executed a Registered Deed of Sale dated 25.10.1945 being Deed No. 1979 in favour of Anathnath Mukhopadhyay and transferred 1.5 Bigha of Bastu land in a single plot in respect to Holding No. 139, Shibpur Road, P.S. Shibpur Road, presently within Howrah Municipal Corporation Ward No. 33, P.S. Shibpur, District Howrah and since the purchase the said Anathnath Mukhopadhyay was in absolute right title and interest over the property.**
- J. **During the course of enjoyment of the property said Anath Nath Mukherjee died leaving behind his four sons namely Dulal Chand Mukherjee, ArobindaMuykherjee, Ashok Jiban Mukherjee, Arani Mohan Mukherjee and accordingly by dint of Hindu Law of Succession the aforesaid sons became the joint owners of the property left by Anath Nath Mukherjee within 139, Shibpur Road, P.S. Shibpur Road, P. S. Shibpur, District Howrah, measuring about 1.5 Bigha of Bastu land with structure thereon.**
- K. **During the course of such joint peaceful enjoyment of the property left by Anath Nath Mukherjee his legal heirs i.e. his four sons namely Dulal Chand Mukherjee Arobindo Mukherjee, Ashok Jiban Mukherjee, Arani Mohan Mukherjee for the better enjoyment of the property apportion of the property in two parts and also transferred some portion of their property to the intending purchaser. After subdivision of the property all the aforesaid four sons duly mutated their names before Howrah Municipal Corporation and as per Municipal record the Holding No. 139, Shibpur Road, P.S. Shibpur Road, District Howrah, measuring 13 Cottahs 10 Chittacks 30 Sq.,ft. with structure thereon was recorded in the name of aforesaid four sons **And** the Holding No. 139/1, Shibpur Road, measuring 9 Cottahs 8 Chittacks 42 Sq. ft. with structure thereon was recorded in the name of aforesaid four sons . That, after sub division of the property all the aforesaid sons of Late Anath Nath Mukherjee continue to enjoy the aforesaid two holdings in a joint peaceful manner without any interruption from anybody else.**
- L. **During the course of joint enjoyment of the property one of the sons of Late Anath Nath Mukherjee i.e. Dulal Chand Mukherjee died leaving behind his wife Ashoka**

Debi, one son Anup Mukherjee and one daughter Aparna Chatterjee accordingly the undivided 1/4th share of Dulal Chand Mukherjee jointly devolved upon the legal heirs of him i.e. Ashoka Debi, Anup Mukherjee and Aparna Chatterjee in a joint manner and they continue to enjoy the same jointly along with other co-owners. Subsequently, by the death of Ashoka Debi that is the wife of Dulal Chand Mukherjee her share devolved upon Anup Mukherjee and Aparna Chatterjee and accordingly they jointly became the owner of undivided 1/4th share within the total property at 139 and 139/1, Shibpur Road, by way of inheritance from their predecessors in interest Dulal Chand Mukherjee.

- M. Anup Mukherjee died on 16.02.2012 leaving behind his wife Bani Mukherjee, only daughter Anindita Mukherjee, only son Anirban Mukherjee. Accordingly, the undivided share of Anup Mukherjee vested upon Bani Mukherjee, Anindita Mukherjee, Anirban Mukherjee and they continue to enjoy the same.
- N. The other son of Late Anath Nath Mukherjee i.e. Ashoke Jiban Mukherjee died leaving behind his wife Kamala Mukherjee. Accordingly, the undivided 1/4th shares of Ashoke Jiban Mukherjee devolved upon Kamala Mukherjee and thereby being the owner Kamala Mukherjee started joint peaceful enjoyment of the undivided property along with other co-owners.
- O. Kamala Mukherjee the wife of Late Ashoke Jiban Mukherjee (son of Late Anath Nath Mukherjee) died issueless and intestate accordingly her undivided 1/4th share devolved upon her legal heirs i.e. the three nephews and niece of her late husband Ashoke Jiban Mukherjee thereof.
- P. The other son of Late Anath Nath Mukherjee i.e. AraniMohan Mukherjee died leaving behind his wife Gita Mukherjee and two sons Arup Mukherjee and Amiya Mukherjee and accordingly the undivided 1/4th shares out of the total property they continued to enjoy the same in a joint peaceful manner along with other Co-owners.
- Q. By the death of Gita Mukherjee, the wife of Arani Mohan Mukherjee her share devolved upon her two sons Arup Mukherjee and Amiya Mukherjee.
- R. Arabindo Mukherjee the other son of Late Anath Mukherjee died leaving behind his wife Suniti Mukherjee as his only legal heir and accordingly the undivided 1/4th share of Arbindo Mukherjee devolved upon his wife Suniti Mukherjee and thus being the

owner of undivided 1/4th share she continued to enjoy the same jointly with other Co-owners.

- S. Suniti Mukherjee executed a registered Will in respect to her share of property within Holding No. 139 & 139/1, Shibpur Road in favour of Anirban Mukherjee, son of Anup Mukherjee and subsequently by the death of Suniti Mukherjee, on 03.10.2011 in terms of the Will Anirban Mukherjee duly applied for the grant of probate of the said will duly executed by Suniti Mukherjee before the Ld. District Delegate at Howrah being Probate Case No.72 of 2012 and on 23rd June 2015 the said probate was granted in favour of Sri Anirban Mukherjee thereof.
- T. In the aforesaid manner Arup Mukherjee, Amiya Mukherjee, Aparna Chatterjee, Bani Mukherjee, Anindita Banerjee and Anirban Mukherjee are the joint owners of the total property situated at 139 & 139/1, Shibpur Road, Ward No. 33 measuring 23 Cottah 2 Chittack 30 Sq.ft. of bastu land with structure thereon.

FAMILY CHART OF ANATH NATH MUKHEJEE:

1. Dulal Chandra Mukhejee (son) died, Ashoka Devi (wife) died, **Aparna Chatterjee** (daughter) Anup Mukherjee (son) died leaving behind **Bani Mukherjee** (wife), **Anindita Banerjee** (daughter), **Anirban Mukherjee** (son)
2. Arabindo Mukherjee (son) died and Suniti Mukherjee (wife) died.
3. Ashok Jiban Mukherjee (son) died and Kamala Mukherjee(wife) died issueless.
4. Arani Mohan Mukherjee (son) died and Gita Mukherjee (wife) died leaving behind **Arup Mukherjee**, (son) and **Amiya Mukherjee** (son).

- U. In respect to the property being premises No.139 & 139/1, Shibpur Road, the present owners along with other co-owners i.e. Arup Mukherjee, Amiya Mukherjee and Aparna Chatterjee, Bani Mukherjee, Anirban Mukherjee and Anindita Banerjee intend to develop the said property by executing a Development Agreement with the Developer.

- V. In the manner as aforesaid Arup Mukherjee, Amiya Mukherjee and Aparna Chatterjee, Bani Mukherjee, Anirban Mukherjee and Anindita Banerjee jointly became the absolute owners and are absolutely seized and possessed of **ALL THAT** piece and parcel of the Bastu Land situated within District and District Registry and Additional District Sub-Registry Office – Howrah, Mouza and Police Station : Shibpur, Howrah Municipal Corporation Ward No. 33, Holding No. 139, Shibpur Road, measuring 13

Cottah 10 Chittaks 30 sq. ft. of Bastu land with of Pucca structure standing thereon **And** within holding No. 139/1, Shibpur Road, measuring 9 Cottahs 8 Chittacks of Bastu land in all in two aforesaid Holdings total Bastu land measuring about 23 Cottahs 2 Chittaks 30 sq. ft. more or less with of Pucca structure standing thereon free from all encumbrances, charges, lien and lispence whatsoever.

- W.** After becoming the absolute owners of the Said Premises, the Owners herein became interested to develop and commercially exploit the Said Premises by constructing a new building thereon approached **HAPPYMONTY'S REAL ESTATES PRIVATE LIMITED**, a private limited company being represented by its Director **MONALISHA GHOSH**, and (2) **SRI SUBHROJIT GHOSH**, the Developer to develop the Said Premises and entered into a Joint Venture Development Agreement with the Developer on 27th January, 2014 (hereinafter referred to as "**the SAID DEVELOPMENT AGREEMENT**") for constructing a new building of the Said Premises consisting of several flats/car parking spaces with the resources and funds of the Developer in accordance with the building plan to be sanctioned by the Howrah Municipal Corporation with such modifications and/or alterations, additions, modifications as may be required or which may be made and prepared by the Developer from time to time.
- X.** On 27th January, 2014 the said owners hereto had granted executed one General Power of Attorney duly registered before Registrar of Assurances-III, Kolkata registered in Book No. IV, CD Volume Number 2, Page from 252 to 269 being No. 00684 for the year 2304 for the purpose of construction new building and development of the said premises in terms of the aforesaid Development Agreement (hereinafter called the said "Power").
- Y.** By virtue of one Deed of Amalgamation/Exchange dated 24th April 2014 executed by Arup Mukherjee, Amiya Mukherjee, Aparna Chatterjee, Bani Mukherjee, Anindita Banerjee and Anirban Mukherjee represented by their constituted attorney Smt. Monalisha Ghosh and Subhrojit Ghosh Directors of HappyMonty's Real Estate Private Limited the said declarants amalgamated the Schedule - A property Bastu land of Mouza Shibpur & P.S. Shibpur of Howrah Municipal Corporation Ward No. 33, Holding No. 139, Shibpur Road measuring about 13 Cottahs, 10 Chattak and 30 Sq. ft, with pucca structure thereon and Schedule - B property Bastu land of Mouza Shibpur & P.S. Shibpur of Howrah Municipal Corporation Ward No. 33, Holding No. 139/1, Shibpur Road, measuring about 9 Cottahs, 8 Chattak with pucca structure thereon more fully described and mentioned in the Schedule - C property Bastu land of Mouza Shibpur & P.S. Shibpur of Howrah

Municipal Corporation Ward No. 33, Holding No. 139,& 139/1, Shibpur Road measuring about 23 Cottahs, 2Chattak and 30 Sq. ft., and the said Deed was registered before Additional District Sub-Registrar, Howrah in Book No. – I, CD Volume No. 5, Page No. 4841 – 4858, Being No. 02461 for the year 2014.

Z. By virtue of one Deed of Gift dated 7th September, 2015 executed by Arup Mukherjee, Amiya Mukherjee, Aparna Chatterjee, Bani Mukherjee, Anindita Banerjee and Anirban Mukherjee represented by their constituted attorney Smt. Monalisha Ghosh and Subhrojit Ghosh Directors of HappyMonty’s Real Estate Private Limited the said declarants gifted the front portion of the land measuring about 749.605 Sq.ft., comprised in Howrah Municipal Corporation Holding No. 139, Shibpur Road, P.S. Shibpur District- Howrah within HMC Ward No. 33, Borough No. V and the said Deed was registered before District Sub-Registrar, Howrah in Book No. I, CD Volume No. 0501 -2015, Page No. 89305 – 89328, Being No. 050108610 for the year 2015.

AA. On 19th August, 2015 the Howrah Municipal Corporation, Assessment Department informed that Premises No. 139 Shibpur Road and Premises No. 139/1, Shibpur Road has been amalgamated with effect from the 1st Quarter 2016 -2017 vide order of Hon’ble M.M.I.C. dated 11.8.2015 and renumbered as Holding No. 139, Shibpur Road, Howrah.

AND WHEREAS after entering into the aforesaid Development Agreement the Developer at its own costs and expenses obtained a building plan duly sanctioned by the Howrah Municipal Corporation being B.R.C No.82/15-16 dated 09.10.2015 and thereafter B.R.C. No. 227/16-17 dated 17.01.2017 in the name of the Owners herein (hereinafter referred to as “**the SAID PLAN**”).

AND WHEREAS in terms of the Development Agreement the Developer herein has started construction of the ground plus three storied building in the Said Premises as per the Said Plan (hereinafter referred to as “**the SAID BUILDING**”).

ARTICLE I: DEFINITIONS

(In this Agreement unless it shall be contrary or repugnant and subject to the context and terms or expression):

1.1. **ARCHITECT**: shall mean and include the Architect whom the Developer/Confirming Party has appointed as the Architect and/or any other Architect/Engineer whom the

Developer/Confirming Party may appoint for construction of the Said Building in the Said Premises.

1.2. **DEVELOPER:** shall mean and include **HAPPYMONTY'S REAL ESTATES PRIVATE LIMITED**, a Private Limited Company incorporated under the provisions of Company Act, 1956 having its registered office situated at Premises No. 95/2/5, Shibpur Road, Police Station-Shibpur, District– Howrah and its successor or successors-in-office, assigns, transferees and/or nominees.

1.3. **PURCHASER/S:** shall mean and include.....,and his heirs, successors, executors, legal representatives and assigns.

1.4. **PREMISES:** shall mean and include Holding No. 139, Shibpur Road, District - Howrah, within Police Station – Shibpur, Bastu land measuring about 23 Cottahs 2 Chittaks 30 sq. ft. more or less with of Pucca structure standing thereon.

1.5. **BUILDING:** shall mean the proposed new G+5(Ground+Five) storied building or buildings to be constructed on and upon the said land as per plan or plans to be sanctioned by the HMC and shall include car parking spaces, shops, and others spaces and/or areas intended or meant for the common enjoyment of the building or buildings and shall always be known as **“HAPPY GARDENS”** subject to approval by the HMC authority with any additions/alterations/modifications to be made from time to time.

1.6. **UNITS/FLATS:** shall mean the flats/units and/or other saleable space/s in the Said Building and the area capable of being exclusively occupied and enjoyed independently.

1.7. **SAID FLAT/UNIT:** shall mean the **BLOCK – ,Flat No. _____** on the **_____ FLOOR** of the Said Building admeasuring Super Built up area of **_____ Sq. ft.,** approximately .

1.8. **SAID PLAN:** shall mean the building plan sanctioned by Howrah Municipal Corporation being B.R.C No.82 /15-16 dated 9.10.2015 and thereafter B.R.C. No. 227/16-17 dated 17.01.2017 for constructing a ground plus five storied building at the Said Premises and/or revised and/or modified in future.

1.9. **CAR PARKING SPACES:** shall mean and include the covered and open car parking spaces on the ground floor of the Said Building.

1.10. **COMMON AREAS**: shall mean and include corridors, staircases, stair head room, passage ways, ducts, water pump, pump room, lift, lift shaft, lift machine room, lift landings, water reservoirs, underground and overhead water reservoirs, ground floor lobby, service areas, courtyard, the roof/terrace of the Said Building, but shall not include the car parking spaces and such other open spaces which the Developer/Confirming Party may use or permit to be used for parking cars and/or for any other purposes and other open and covered spaces which shall always remain as the sole and exclusive property of the Developer/Confirming Party.

1.11. **ROOF/TERRACE**: shall mean the ultimate roof for the common use and enjoyment of the Owners and other flat-owners of the Said Building. However the Developer/Confirming Party shall have right to erect further storey/s after obtaining necessary sanctions from the Howrah Municipal Corporation or any other competent authority/s.

1.12. **OWNERS' ASSOCIATION**: shall mean the flat-owners' Association that will be formed by the owners/occupiers of several flats/units for the maintenance of the common areas.

1.13. **COMMON PURPOSES**: shall mean and include the purpose of maintaining the Said Premises and the Said Building in particular the common parts as also meeting of the common expenses and matters relating to mutual right and obligations of the Purchaser(s) and the common use and enjoyment thereof.

1.14. **FORCE MAJEURE**: shall mean and include earthquake, flood, natural calamities beyond the control of the Developer/Confirming Party and/or non availability and/or scarcity of cement, steel or other building materials.

1.15. **UNDIVIDED SHARE**: shall mean and include the respective undivided share and/or interest in the Said Premises taking into account the total Super Built up area to comprise in the Said Flat/unit constructed by or on behalf of the Purchaser(s) in the Said Building which shall always be impartible.

1.16. **TRANSFER** with its grammatical variations shall include a transfer by possession and by any other means adopted for effecting what is understood as a transfer of space, flats, shops, showrooms, garages (covered/uncovered) in a multistoried building to Purchaser(s) thereof.

1.17 **TRANSFEEE** shall mean a person to whom any space in the building will be or has been agreed to be transferred;

1.18 **WORDS** importing singular shall include plural and vice versa. Similarly, words importing masculine gender shall include feminine gender and vice versa.

ARTICLE II: TITLE

The Purchaser(s) confirm to have duly inspected the title deeds and documents whatever concerning or relating to the Said Premises and have fully satisfied themselves with regard to the title thereof as also in respect of the right of the Developer/Confirming Party to construct the Said Building in the Said Premises and have agreed not to question or dispute and/or make objections thereto and/or to make any requisitions as to the right, title and/or interest of the Developer/Confirming Party.

ARTICLE III: SALE & CONSIDERATION

3.1. The Purchaser(s) approached the Developer herein for purchasing a self-contained flat and the Developer/Confirming Party has agreed to sell out of the Developer's Allocation and the Purchaser(s) has agreed to purchase **ALL THAT** the **BLOCK – ,Flat No. _____ on** the **FLOOR** of the Said Building measuring Super Built up area of **____ Sq. ft.,** Approximately of the Said Premises lying and situate at the Premises No. Holding No. 139, Shibpur Road, District - Howrah, within Police Station – Shibpur, more fully described in the **SECOND SCHEDULE** hereunder written and hereinafter called **“the SAID FLAT/ UNIT”** together with the undivided proportionate impartible share and/or interest in the land comprised in the Said Premises attributable to the Said Flat/unit and right over the common areas, facilities, amenities and installations in the Said Building at or for the consideration amount (Including GST) of **Rs. _____) only for FLAT B.** The Purchaser(s) after inspecting the building plan, measurement, dimensions, chain of title deeds has agreed to purchase the Said Flat/unit on the terms and conditions hereinafter appearing.

3.2. The Developer/Confirming Party hereby agrees to handover entirely vacant and peaceful possession of the Said Flat/unit complete in all respect to the Purchaser(s) on December **2021** or an extended period due to *force majeure* clauses and shall handover to the Purchaser(s) at the time execution and registration of Deed of Conveyance.

3.3. The Purchaser(s) hereby agrees to pay the said agreed consideration amount and all other amounts payable by them in pursuance of this agreement as and when the same shall become due and payable.

ARTICLE IV: CONSTRUCTION

4.1. That the Purchaser(s) shall not do any act, deed or thing whereby the construction of the Said Building is in any way hindered or impeded, nor shall in any way commit breach of any of the terms and conditions herein contained and further hereby agrees that the Said Flat/unit will be constructed by the Developer/Confirming Party only and nobody else.

4.2. The Said Flat/unit shall be constructed in accordance with the Said Plan sanctioned by the Howrah Municipal Corporation with such modification or alterations as may be deemed fit and proper by the Developer/Confirming Party and/or the architect and the Purchaser(s) hereby concur and consent to the same and hereby further agree not to raise any objection in the event of the Developer/Confirming Party making such alterations or modifications as per the revised plan to be sanctioned by the Howrah Municipal Corporation. The Architect of the Said Building shall also have absolute authority to ascertain and determine as to the quality or specification of the materials to be used in the Said Building and the Purchaser(s) hereby consent to that.

4.3. That save and except the right to hold and own the Said Flat/unit in the Said Building the Purchaser(s) shall not have any right, title, interest, claim, demand or any objection whatsoever or howsoever in respect of any constructions in the other parts or portions of the Said Building or the land excepting the common parts and staircases landing only up to the Said Flat/unit as herein provided and the Purchaser(s) hereby agree and consent not to claim any right over other common areas of the land and the Said Building thereon.

4.4. After the Said Building is completed and the possession of the Said Flat/unit is handed over to the Purchaser(s), the Purchaser(s) shall not be entitled to in any way to dispute or claim any amount on account of any bad workmanship or inferior quality of the materials used in the Said Building nor any constructional defects in the Said Flat/unit. Further the Purchaser(s) shall not be allowed to make any additions and/or alterations inside the Said Flat/unit affecting the structure of the Said Building.

4.5. After the construction of the Said Flat/unit, the Developer/Confirming Party shall notify the Purchaser(s) of the completion of the Said Flat/unit and within **15 (fifteen) days** from the date of

such notice the Purchaser(s) shall take possession of the Said Flat/unit upon payment of all the dues payable by the Purchaser(s).

ARTICLE V: RIGHTS

5.1. It is hereby agreed that until and unless the entire consideration amount in the manner and within the time as mentioned in the **THIRD SCHEDULE** hereunder written and all other amounts required to be paid by the Purchaser(s) as per the provisions herein contained are duly paid to the Developer/Confirming Party, the Developer/Confirming Party shall not be obliged or liable to handover possession of the Said Flat/unit to the Purchaser(s) nor the Purchaser(s) herein shall acquire any right, title and interest in the Said Flat/unit.

5.2. The Purchaser(s) after having duly paid the entire consideration amount as also all other amounts whatsoever payable by them in pursuance of this agreement including the rates and taxes and the maintenance and service charges payable relating to the Said Flat/unit and further having duly observed and performed all their obligations under this agreement, shall be at liberty to deal with the Said Flat/unit in the manner as they shall like **PROVIDED HOWEVER** the said shall be subject to the terms herein contained and also subject to the Purchaser(s) herein first paying the entire rates as also the maintenance and service charges relating to the Said Flat/unit for the period up to the date of such transfer and/or assignment.

5.3. The Purchaser(s) shall not be entitled to let-out, mortgage, transfer or assign or otherwise deal with or dispose of their right, title and interest under this agreement and/or in respect of the Said Flat/unit until and unless the Purchaser(s) having delivered possession of the Said Flat/unit by the Developer/Confirming Party herein and the Purchaser(s) having duly paid the said agreed consideration amount and all other amounts payable as per this agreement to the Developer/Confirming Party and the Purchaser(s) have not been guilty of breach of or non-compliance with any of the terms and conditions herein contained.

5.4. The interest of the Purchaser(s) in the Said Premises shall always remain impartible.

ARTICLE VI: DEFAULT

6.1. The Purchaser(s) shall pay interest at the rate of **2% (two)** percent per month on all sums becoming due which if the Purchaser(s) fail to pay to the Developer/Confirming Party within **7 (seven) days** from the date of such amount becoming due and it shall not be obligatory on the part of the Developer/Confirming Party to serve any notice demanding such payment.

6.2. If the Purchaser(s) shall commit default or fail in any way or neglects to pay or fail to perform the obligations on their parts to be observed or performed in terms of this agreement the Developer/Confirming Party without prejudice to such other rights shall have the power to determine this agreement and forfeit all right of the Purchaser(s) in the Said Flat/unit and the same shall vest in the Developer/Confirming Party in its own account and the Developer/Confirming Party may re-enter with all constructions, erections and materials thereof and shall refund the advance paid by the Purchaser(s) till that date after forfeiting **10% booking amount only** and also deduct all costs, charges, government taxes and expenses incurred on account of the Purchaser(s) as and by way of liquidated damages but without prejudice to any right of action or remedy of the Developer/Confirming Party. The Developer/Confirming Party in such event shall be entitled to deal with or transfer the Said Flat/unit in such manner as the Developer/Confirming Party in his absolute discretion think fit and proper according to the law.

6.3. If the Purchaser(s) commit default or fail or neglect to pay to the Developer/Confirming Party the amount of the said agreed consideration money becoming due and payable hereunder or any portion thereof in the manner and within the time as mentioned in the **SCHEDULE-“C”** hereunder written and/or commit default in making payment of other amounts payable by the Purchaser(s) as per the provisions contained in this agreement within the due date, then in that event the Developer/Confirming Party in addition to claiming interest as aforesaid and without prejudice to such other rights which the Developer/Confirming Party shall have the option to deal with the Said Flat in any manner whatsoever.

6.4. In case of default or delay on the part of the Purchaser(s) in making payment of the amount of the rates and taxes and/or the amount of monthly maintenance and service charges, the Developer/Confirming Party shall without prejudice to its other rights and contentions shall be entitled to charge interest calculated @ **2%** (two percent) per month to be compounded monthly on the amount due, from the date it becomes due till the date of actual payment. However, it is absolutely clear that right of condo nation is exclusively vested in the Developer.

6.5. In the event of the Developer/Confirming Party makes default on its part in compliance of any of the terms and conditions of this agreement or make delay in delivery of possession of the Said Flat/unit to the Purchaser(s) except *force majeure* clauses mentioned hereinabove, the delivery period will be extended for further **6 (six) months** and even thereafter the Developer/Confirming Party fails to handover peaceful vacant possession of the Said Flat/unit, the Developer/Confirming Party shall pay interest @ **12%**(twelve percent)p.a. on the amount paid by the Purchaser(s) till the date of delivery of possession of the Said Flat/unit in favor of the Purchaser(s).

ARTICLE VII: PURCHASER(S)' OBLIGATION

7.1. The Purchaser(s) shall pay all the extra costs and charges for any deviation in the specifications of the materials to be used in the Said Building being provided by the Developer/Confirming Party. The Purchaser(s) shall further pay for any extra work other than the standard specifications as provided by the Developer/Confirming Party and the cost of the same must be deposited by the Purchaser(s) to the Developer/Confirming Party before the execution of such work.

7.2. The Purchaser(s) bind themselves to pay to the Developer/Confirming Party and after formation to the Owners' Association month by month and every month, the proportionate amount of the costs, charges and expenses for the maintenance of the common areas, parts, common conveniences, amenities and services more fully described in the **SCHEDULE-"E"** hereunder written. Such monthly corporation, maintenance and service charges shall be payable by the Purchaser(s) to the Developer/Confirming Party on the date of handing over possession of the Said Flat/unit to the Purchaser(s). The amount of monthly maintenance and service charges payable by the Purchaser(s) of several units and other spaces of the Said Building including the Purchaser(s) herein shall be decided by the Developer/Confirming Party. *Provided However* that in case of increase in the rates of electricity charges and/or other costs, charges and expenses, the amount of monthly maintenance and service charges payable by the Purchaser(s) of different flats/units and other spaces of the Said Building including the Purchaser(s) herein shall be enhanced as the Developer/Confirming Party herein shall think fit and proper. The Developer/Confirming Party herein on the basis of the respective areas of several units and other spaces shall make the apportionment of the maintenance and service charges and the same shall be conclusive final and binding. The expenses are as follows:

- a) Corporation or other taxes, government taxes and statutory outgoing that may from time to time be levied against the Said Premises and/or the Said Building including electricity charges, water taxes etc.
- b) All outgoing for services, maintenance and management of the new building incurred in connection with the Said Premises.
- c) Sinking fund, other usual contributions and such other charges details whereof is mentioned in the **SCHEDULE-"F"** hereunder written.
- d) Other rates, taxes, impositions and outgoing arising from the date of this conveyance that may be imposed hereafter from time to time or become payable in respect of the Said Flat/unit shall be paid, borne and discharged by the Purchaser(s) wholly in case the same relates exclusively to the Said Flat/unit and proportionately in case the same relates to the Said Premises and the Said Building.

7.3. The Purchaser(s) shall regularly and punctually make payment of such sum towards maintenance charges and other outgoing as mentioned in the SCHEDULE-“F” hereunder written which may be determined by the Developer/Confirming Party in its absolute discretion to the Purchaser(s) until such time the Association is formed by the owners and occupiers of different units. The amount for services, maintenance and other outgoing shall be apportioned by Developer/Confirming Party and shall be conclusive and the Purchaser(s) in no event shall be entitled to dispute or question the same.

7.4. The Purchaser(s) shall keep deposited with the Developer/Confirming Party before taking possession of the Said Flat/unit several other sums/amounts, details whereof are mentioned in the SCHEDULE-“F” hereunder written and until payment of the said sum by the Purchaser(s), the Purchaser(s) shall not be entitled to claim possession of the Said Flat/unit. The amounts to be kept in deposit shall not carry any interest and will remain with the Developer/Confirming Party until the transfer deed is executed in favour of the service company so formed or nominated by the Developer/Confirming Party after deduction/appropriating there from all costs, charges, expenses receivable from the Purchaser(s) and not cleared by the Purchaser(s).

7.5. So long as the Said Flat/unit shall not be separately assessed for payment of the corporation taxes and other rates and taxes whatsoever payable hereafter, the Purchaser(s) shall on and from the date of the Developer/Confirming Party delivering possession of the Said Flat/unit to the Purchaser(s), pay to the Developer/Confirming Party the proportionate amount of the total corporation taxes, water taxes and all other rates and taxes whatsoever payable in respect of the Said Premises within **7 (seven) days** from the date of the Developer/Confirming Party submitting its bills on account of such rates and taxes. The apportionment of such rates and taxes shall be made by the Developer/Confirming Party and the same shall be conclusive final and binding upon the Purchaser(s).

7.6. The Purchaser(s) agree that in the event of the Developer/Confirming Party being required to pay any of the said rates and taxes or to deposit any amount with the corporation or the central or state government or any other authority or to make payment of any similar nature, the same shall be reimbursed by the Purchaser(s) proportionately and that determining the proportionate amount payable by the Purchaser(s), the decision of the Developer/Confirming Party herein shall be conclusive, final and binding upon the Purchaser(s).

7.7. In the event of any alteration/deviation in the Said Flat/unit the Purchaser(s) shall pay the extra costs and expenses to the Developer/Confirming Party for regularization of the same in the Howrah Municipal Corporation.

7.8 The purchaser herein shall have the right to approach any financial Institution / Bank for obtaining housing loan to purchase of the said flat and the developer /vendor herein shall provide all assistance, if necessary.

7.9 The Developer shall be entitled to make any further construction of additional floors on the premises of the roof of the newly constructed building with the as per the further plan sanction by the Howrah Municipal Corporation thereof.

ARTICLE VIII:DEVELOPER'S OBLIGATIONS

8.1. The Developer/Confirming Party shall clear all the corporation taxes and dues till the date of conveyance or handing over entirely vacant and peaceful possession to the Purchaser(s) whichever is earlier.

8.2. The Developer/Confirming Party agrees to sign and execute the Deed of Conveyance in favour of the Purchaser(s) hereinafter with the Owner/Vendor.

8.3. The Developer/Confirming Party shall construct the Said Building in accordance with the sanctioned plan with any future additions, alterations and/or modifications as may be required from time to time and/or as may be directed by the Purchaser(s).

8.4. It is hereby further agreed and covenanted that the Developer/Confirming Party shall fully remain responsible for any accident or mishap in course of and/or in connection with the construction of the Said Building till the date of handing over possession of the Said Flat/unit to the Purchaser(s).

ARTICLE IX:USER

9.1. The Purchaser(s) shall permit the Developer/Confirming Party and its surveyors or agents with or without workmen and others at all reasonable times to enter into upon the Said Flat/unit or any other part thereof to view and examine the state and conditions thereof and make good within

seven days from getting such notice all defects, decays and want of repairs of which a notice in writing shall be given by the Developer/Confirming Party to the Purchaser(s).

9.2. The Purchaser(s) shall not use the Said Flat/unit for any illegal or immoral purposes or for any other purposes which may cause any nuisance or annoyance to the other occupants of the Said Building.

ARTICLE X: OWNERS' ASSOCIATION

10.1. After completion of the construction and the disposal of all the units and car parking spaces and other spaces in the Said Building the Developer/Confirming Party shall make an Association of the flat-owners. The Developer/Confirming Party shall constitute, organize and/or otherwise do all that shall be necessary to authorize in establishing the Owners' Association to take charge of the Said Building.

10.2. The Purchaser(s) hereby agree and undertake to become members of the said association to be formed for the purpose of maintenance of common parts and facilities of the Said Building and the maintenance of the common and essential services as also for general administration and further agree from time to time and at all times to sign, execute and deliver necessary applications and all other papers, declarations and documents as may be necessary for the formation and registration of such association as may be prepared or caused to be prepared by the Developer/Confirming Party and shall duly fill in, sign and return the same within **7 (seven) days** of the same being forwarded by the Developer/Confirming Party.

10.3. All proportionate costs and expenses for the formation of such Association shall be borne by the Purchaser(s) proportionately who shall become a member or shareholder thereof.

10.4. The Purchaser(s) shall be bound to pay the proportionate share of:

- a) Share Capital for membership of the Owners' Association;
- b) Proportionate legal and other costs, charges and expenses relative to the formation, registration and organization of the Owners' Association;

10.5. The costs and expenses for preparing engrossing, stamping and registration of Deed of Conveyance and/or other documents required for transfer of portion of the said land to the Association, inclusive of stamp duty payable shall be borne and paid by the Purchaser(s) proportionately.

ARTICLE XI: DOCUMENTATION & STAMP FEES

11.1. In pursuance of this agreement, all deeds, documents and papers as may from time to time be required to be prepared shall be prepared by SHYAMAL KUMAR JANA, Advocate, HIGH COURT, CALCUTTA of the Developer/Confirming Party herein.

11.2. The Deed of Conveyance shall be prepared by SHYAMAL KUMAR JANA, Advocate, HIGH COURT, CALCUTTA of the Developer/Confirming Party and all the costs and expenses, incidental charges including the stamp and registration charges for executing the final Deed of Conveyance in favour of the Purchaser(s) by the Developer/Confirming Party shall be exclusively borne by the Purchaser(s).

11.3. Upon completion of the Said Building the Purchaser(s) shall execute other deeds and declaration as may be deemed proper at Howrah or the common purpose including declaration of respective ownership and/or right and interest of the co-owners in the demised land and the Said Building.

ARTICLE XII: MISCELLANEOUS

12.1. The Developer/Confirming Party and the Purchaser(s) have entered into this agreement purely on principal to principal basis and nothing herein contained shall be deemed or construed as a partnership between the Developer/Confirming Party and the Purchaser(s) or as joint venture between the Purchaser(s) and the Developer/Confirming Party nor shall the Developer/Confirming Party and the Purchaser(s) in any manner constitute an association of persons. Each party shall keep the other party indemnified against the same.

12.2. If the Purchaser(s) cancel this agreement due to their personal reasons the Developer/Vendor shall refund the entire amount paid by the Purchaser(s) after deducting after forfeiting **10% booking amount** being cancellation charges as and by way of liquidated damages and the Developer/Confirming Party shall determine this agreement and forfeit all right of the Purchaser(s) in the Said Flat/unit and the same shall vest in the Developer/Confirming Party in his own account and the Developer/Confirming Party may re-enter into the Said Flat/unit with all constructions, erections and materials thereof. The Developer/Confirming Party in such event shall be entitled to deal with or transfer the Said Flat/unit in such manner as the Developer/Confirming Party in his absolute discretion think fit and proper according to the law.

12.3. Any notice required to be given by the Developer/Confirming Party shall without prejudice to any other mode of service available be deemed to have been served on the Purchaser(s) if delivered by hand or sent by prepaid Registered Speed Post with A/D. to the Purchaser(s) and shall likewise be deemed to have been served on the Developer/Confirming Party, if delivered by hand or sent by prepaid registered post to the address of the Developer/Confirming Party mentioned herein.

12.4. Nothing contained herein shall be treated or be regarded as a transaction involving allowing the possession of the said proportionate share in the land or in the property to be taken or retained in part performance of the contract if the nature referred to in Section 53A of the Transfer of Property Act 1882 nor shall this agreement be treated as an agreement of whatsoever nature whereby the Purchaser(s) have acquired or shall be deemed to have acquire right in or in respect of the Said Flat/unit or the said construction at the said premises, such right to accrue and arise only after the Purchaser(s) has paid all the payments agreed to be paid by the Purchaser(s) to the Developer/Confirming Party and has performed all the terms and conditions herein contained and on the part of the Purchaser(s) to be observed and performed.

ARTICLE XIII: ARBITRATION

1. All disputes and differences arising out of the agreement or in respect of this agreement shall be referred to the sole Arbitrator SHYAMAL KUMAR JANA, Advocate, HIGH COURT, CALCUTTA, appointed by the Developer and the decision of the Arbitrator shall be governed by the provision of Arbitration and Conciliation Act. 1996 with all its modifications for the time being in force.
2. This Agreement contain the entire agreement between the parties and no oral representations or statements shall be considered valid or binding upon either of the parties nor shall any provision of this agreement be terminated or waived except by the written consent by both parties. The Purchaser and The Developer mutually acknowledge upon signing of this agreement that no agreements. Conditions, stipulations, representations, guarantees and warranties have been made by The Developer.
3. The Court having jurisdiction will have the due authority to try and determine any dispute / differences between the parties hereof out of the terms of the present Agreement.

SCHEDULE-A **(SAID PREMISES)**

ALL THAT piece and parcel of the Bastu Land situated within District and District Registry and Additional District Sub-Registry Office – Howrah, Mouza and Police Station: Shibpur, Howrah Municipal Corporation Ward No. 33, Holding No. 139, Shibpur Road, measuring about 23 Cottahs 2 Chittaks 30 sq. ft. more or less with of Pucca structure standing thereon is the property under this Development Agreement which is butted and bounded as follows:-

ON THE NORTH : 136/2 and 136/1, Shibpur Road;
 ON THE SOUTH : Shibpur Road;
 ON THE EAST : 138/1, Shibpur Road;
 ON THE WEST : Common passage and 140/3/1, Shibpur Road;

OR HOWSOEVER OTHERWISE the same hereditaments and premises is situated bounded called known described or distinguished together with building and structure for the time being thereon and which the said piece or parcel of land.

SCHEDULE-B
(SAID FLAT/UNIT)

ALL THATthe **BLOCK – Flat No.** _____ on the **FLOOR** in the Said Building admeasuring Super Built up area of _____ **Sq.Ft.**, approximately, tiles flooring lying and situate at the Premises No.139, Shibpur Road, District – Howrah-711 102, within Police Station – Shibpur, Ward No. 33 within the limits of Howrah Municipal Corporation together with the undivided proportionate impartible share and/or interest in the land at the Said Premises attributable to the Said Flat/unit and right over the common areas, facilities, amenities and installations in the Said Building.

SCHEDULE-C
(CONSIDERATION & PAYMENT SCHEDULE)

The Total consideration amount (Including GST) for the flat of Rs. _____ only, to be paid by the Purchaser to the Developer/Vendor in the following manner:

A . Payment Schedule

On Booking the purchaser shall at liberty to execute the agreement for sale before the concerned Registry office after making payment of 10%of consideration amount for purchasers booking flat.	10%
On or Before Agreement	10%
On completion of Plinth work of the Block	10%
On Completion of 1st Floor Slab casting of the Block	10%
On Completion of 2nd Floor Slab casting of the Block	10%
On Completion of 3rd Floor Slab casting of the Block	10%
On Completion of 4th Floor Slab casting of the Block	10%
On Completion of 5th Floor Slab casting of the Block	10%
On completion of Brickwork of the flat	5% +
On completion of Plumbingwork&Flooring of the Flat	5% +
On Completion of Installation of Lift & Outside Paint	5% +
On Possession	5% +

B . Payment Terms & Rate Chart

Installation of Transformer, Generator	Rs. 50,000/-
Advocate Fees & other Incidental Charges for Registration	Rs. 30,000/-
Club Infrastructural cost	Rs 41,000/
Advance Maintenance Deposit (For 12 months in advance by Developer after possession)	Rs 24/sq.ftx sq.ft= Rs. /-
Sinking Fund(one time)	Rs 24/sq.ft
Stamp Duty Fee, Registration Fee	On Actual Basis
Miscellaneous expenses for installation of electric meter with 1 K.W. load	Rs.25,000/-

SL	C. OTHER IMPORTANT TERMS & CONDITIONS
1	All the mentioned Charges are Subject to Revision ,Keeping in view escalation in cost of such charges.
2	G.S.T & Other taxes,Leives shall be payable as per law for the time being in force.
3	The Developer Deserves the Rights to change/Alter any specification/Layout/Elevation to improve as per the suggestion of the Architect without any prior notice.

SCHEDULE-D **(COMMONAREAS)**

- a) The land on which the building is located and all easements, rights, appurtenances, belonging to the land and the building.
- b) The foundation, columns, girders, beams, supports, main wall passages etc.
- c) Underground water reservoir with covered head together with the main pipeline from the Howrah Municipal Corporation.
- d) Pump room with motor and pump and distribution pipes.
- e) Water pump, water tank, water pipes, and other common pumping installations.

- f) Corridors, lobbies, landing space, stairs, roof, terrace, stairways, fire escape and entrances, exits outer walls of the building and common passages of the building including in particular the space under the stairs and the electrical meters and installations.
- g) R.C.C overhead tank as per HMC plan.
- h) Electrical wiring meters and fittings.
- i) Water and sewerage evacuation pipes to the drains and sewerage common to the building.
- j) Drains and sewerage from the building to the municipality duct.
- k) Staircase on all the floors.
- l) Staircase landings on all the floors.
- m) Dish antenna, telephone, electric, gas pipe and meter lines.
- n) Boundary walls and main gate.
- o) Lifts.
- p) All other common areas, equipment, installations, fixtures, fittings, and spaces in or about the said premises as are necessary or convenient to its existence maintenances and safety or normally in common use and as are specified by the Owners expressly to be the common parts of the said flat/units and/or other spaces.

SCHEDULE-E
(COMMONEXPENSES)

- a) All costs for maintaining, repairing, decorating etc. of the main structure and in particular the road gutters and drains, water pipes electric wires in and under or upon the Said Building and enjoyed or used by the Purchaser(s) in common with other occupiers of the other units/car parking space and the main staircase entrance, passages, landing of the Said Building and the boundary walls and compounds etc.
- b) The cost of cleaning and lighting the passages, landings, staircase and other common parts of the building as enjoyed or used by the Purchaser(s) in common as aforesaid.
- c) The cost of decorating the exterior of the Said Building cost of salaries of clerks, watchmen, sweepers, liftmen etc.
- d) The cost of working and maintenance of lift, water pumps, electrical installations and other lights and service charges.
- e) Corporation taxes, other outgoing, save those separately assessed on the respective flats and Sinking fund and such other expenses as are necessary or Developer/Confirming Party in his absolute discretion.

SCHEDULE-F

The Purchaser(s) shall pay the following sum to the Developer/Confirming Party while taking possession of the Said Flat/unit:

1. An amount of Rs.**25,000/- (Rupees Twenty Five Thousand) only** each flat for electric meter, connections, supply lines for 1 KW load, miscellaneous expenses for installation of electricity connection to the Said Premises and other expenses. Any further charges for extra load will be borne by the Purchaser(s).
2. An amount of Rs.**50,000/-(Rupees Fifty Thousand)only** at for installation of Transformer& Generator to the said Premises.
3. **Rs.24/- (Rupees Twenty Four) only per Sq. ft.** foreach flat towards sinking fund which amount shall be transferred to the Owners' Association which will be formed for maintenance of the Said Building and for providing common services.
4. Proportionate charges for common meter and applicable **CESC** Ltd. fees for main line, Transformer, Intercom, Generator other amenities, furniture, fixtures, fittings in the common areas, lobby and such other facility decided to be installed by the Developer/Confirming Party.
5. The Purchaser(s) shall further pay the Government Tax as may be imposed by the state or central government and/or any other taxes, impositions that might be imposed by any government, competent authority and/or any other body as and when the same would be applicable.

The aforesaid amount of deposit shall not carry any interest and will remain with the Developer/Confirming Party until transfer or assignment is executed in favor of the Purchaser(s) and thereafter to the Owners' Association.

SCHEDULE-G**(SPECIFICATIONS)**

1. Main Structure : R.C.C. Foundation and Structure.
2. Brick Work : First Class Brick- Outside wall 8” inside Wall between Flat 5” executing plaster.

3. Wall : Plaster with wall putty and outside wall will be plaster with colors with beautiful elevation.
4. Floor : Vitrified Tiles.
5. Kitchen : Granite, Gas Table with sink Stainless steel, Plumbing – one, Water tap, colored concept glazed tiles 2'-0" high on the Gas Table.
6. Bath Room : Two wall Hanging Commot and conceal cistern.
7. Basin : One Wash Basin with one water tap at Dining room/space.
8. Concealed Electrical wiring : Bed room - 5 points, Dining - 4 points including one plug point (15 AMP), Kitchen – one light point, one exhaust fan point and one plug point (15 AMP), one point for Chimney. Bath room- one light point and one exhaust and one Geyser point. All wiring will be done by wire with copper conductor there will be one face box with main monitory circuit breaker (M.C.B.) with ELCB. All individual circuit to be protect by single M.C.B. Electric earth wiring to be connected to the fuse body to common earthling Bus Bar of the Building complex.
9. Window : Aluminumsliding with glass panel ().
10. Door : Door will be of Sal Frame and wooden flush doors and main entrance door will be made of teak pasting flush door.

For Bathroom: Frame Sal wood with attractive P.V.C. Door .
11. Lift : Lift facility will be provided to the flat Owners. The cost of operation and maintenance of the lift will be done by the Flat Owners.
12. Meter : The Developer will provide a domestic electric meter to the owner of the land only out of the expense of Developer and the said meter will be placed in a common meter space or room.

13. Water : The provisions of supply of water to the entire building complex in Schedule 'A' to be provided by way of Howrah Municipal Corporation Water Supply as well as deep tube well with submersible (K.S.B. made) with motor. Demineralising R.O. plant to be provided for proper quality of water. Booster pumps are to be provided for maintaining sufficient water pressure.
14. Transformer : The Developer will install a Transformer within the Scheduled Property and all cost for the installation of the transformer shall be shared amongst each Flat Owners @ Rs.50,000/-.
15. Roof top Garden.

EXTRA AMENITIES TO BE PROVIDED BY THE DEVELOPER:

15. Generator : The Developer will install a Generator for common area along with the cost of the same for the use of the Flat Owners in the common area and all cost of installation of the generator must be paid by the Developer. The cost of maintenance of the Generator and fuel charges will be shared by all the Flat Owners.
16. Thunder Protection : That the Developer will make an arrangement regarding thunder catcher (lighting arrester) for the safety of the entire building.
17. Gymnasium : Within the 'A' Schedule property the Developer will provide a fully equipped Gymnasium..
18. Community Room : Within the 'A' Schedule property the Developer will provide a Community Room.
19. C.C. T.V. : Within the 'A' Schedule property the Developer will provide the connection of C.C. T.V. in the ground floor.
20. Fire fighting System : Within the 'A' Schedule property the Developer will provide Fire Extinguisher in the selected place.
21. Security Room : Within the 'A' Schedule property the Developer will provide a Security Room.

22. Front Gate : Within the 'A' Schedule property the Developer will provide a decent front gate.
23. Common Space : No parking of any vehicles will be allowed in the common space within the 'A' Schedule Property by the flat owners and nothing can be kept in the common space.
24. Extra Work : Other than the specification given herein for all extra work as will be directed by the land owners or the purchaser of the flat will be done by the Developer if possible only on prior intimation to the Developer and payment of prior extra charges for extra work.

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

SIGNED SEALED AND DELIVERED

by the **OWNER/VENDOR**herein
at Howrah in the presence of :

1.

2.

SIGNED SEALED AND DELIVERED

by the **DEVELOPER/CONFIRMING PARTY**

herein at Howrah in the presence of

1.

2.

3.

4.

SIGNED SEALED AND DELIVERED

by the **PURCHASER** herein at Howrah

in the presence of :

1.

2.

MEMO OF CONSIDERATION

RECEIVED of and from the above named Purchaser(s) the above mentioned sum of **Rs.0,00,000/=(Rupees)only** as an advance for sale of the Said Flat/unit in terms of the Third Schedule mentioned hereinabove out of the total consideration amount of **Rs. () only** in the manner as follows:

S.L. No.	Date	Cheque /Cash	Name of Bank& Branch	Amount

(Rupees Only) only.

DEVELOPER/CONFIRMING PARTY

Witnesses:

1.

2.

Drafted by:

Advocate,