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## **AGREEMENT FOR SALE**

**THIS AGREEMENT FOR SALE** is made on this...00<sup>th</sup> day of August., 2019 **BETWEEN** SRI SWAPAN KUMAR BANERJEE (PAN-ADWPB8927G), son of Late NANDA KUMAR BANERJEE, by faith Hindu, by Occupation Business, residing at 56/11, Rammohan Mukherjee Lane, Post Office Shibpur, Police Station-Shibpur, District-Howrah-711102, hereinafter referred to as the **OWNER** (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** the **OWNER** represented by his **Constituted Attorney M/S. SKB REALTECH (PAN ADRFS8211K)**, a Partnership firm having its office at 56/11, Rammohan Mukherjee Lane, Post Office Shibpur, Police Station-Shibpur, District-Howrah-711102, State of West Bengal represented by its Partners 1) SRI SWAPAN KUMAR BANERJEE (PAN-ADWPB8927G), son of Late NANDA KUMAR BANERJEE, by faith Hindu, by occupation Business, residing at 56/11, Rammohan Mukherjee Lane, Post Office Shibpur, Police Station-Shibpur, District-Howrah-711102, State of West Bengal 2) SRI DIPAYAN BANERJEE (PAN - DSAPB4588K), son of Sri SWAPAN KUMAR BANERJEE, by faith Hindu, by occupation Business, residing at 56/11, Rammohan Mukherjee Lane, Post Office Shibpur, Police Station-Shibpur, District-Howrah-711102, State of West Bengal.

AND

**M/S. SKB REALTECH (PAN ADRFS8211K)**, a Partnership firm having its office at 56/11, Ram Mohan Mukherjee Lane, Post Office Shibpur, Police Station-Shibpur, District-Howrah-711102, State of West Bengal represented by its Partners 1) **SRI SWAPAN KUMAR BANERJEE (PAN-ADWPB8927G)**, son of Late NANDA KUMAR BANERJEE, by faith Hindu, by occupation Business, residing at 56/11, Ram Mohan Mukherjee Lane, Post Office Shibpur, Police Station-Shibpur, District-Howrah-711102, State of West Bengal 2) **SRI DIPAYAN BANERJEE (PAN- DSAPB4588K)**, son of Sri SWAPAN KUMAR BANERJEE, by faith Hindu, by occupation Business, residing at 56/11, Ram Mohan Mukherjee Lane, Post Office Shibpur, Police Station-Shibpur, District-Howrah-711102, State of West Bengal do hereinafter called "**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. **MS. XXXXXXXXXXXXXXXXXXXXXXXX** wife of **MR. XXXXXXXXXXXXXXXXXXXXXXXX** by faith Hindu, Citizen of India, by Occupation – House wife, residing at **VILL.-XXXXXXXXXX, P.O.-XXXXXXXX, P.S.-XXXXXXX, DISTRICT-XXXXXXX, W.B PIN-XXXXXX** AND (2) **MR. XXXXXXXXXXX (PAN)** son of **MR. XXXXXXXXXXX**, by faith-Hindu, Citizen of India, by Occupation – Business, both residing at **VILL.-XXXXXXXX, P.O.-XXXXXXXX, P.S.-XXXXXXX, DISTRICT-XXXXXXXXXX, W.B, PIN-XXXXXX**. Hereinafter jointly called the PURCHASER/S (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. 32, Holding No. 30/3, Rammohan Mukherjee Lane, corresponding to Howrah Municipal J.L No. 1, Sheet No. 68, measuring about 10 Cottah 1 Chattak of Bastu land, with Pucca structure standing thereon, is the property under this Agreement for Sale which is more fully described in SCHEDULE - A herein below.

- B. The property mentioned in the Schedule was originally belonged to one Smt. Santi Chowdhuri, wife of Late Dr. Birendranath Chaudhuri, who purchased the same from its erstwhile owners Sri Debabrata Basu and Sri Satyabrata Basu by virtue of a Deed of Sale dated 7th June 1951, registered in the office of the Sub Registrar, Howrah, in Book No. I, Volume 43, Pages 1 to 8, Being No. 2156 for the year 1951;
- C. During the course of enjoyment of the property said Santi Chaudhuri relinquished all her rights, titles, interest and possession in the said property in favor of her husband Birendranath Chaudhuri and husband's nephew Pranab Kumar Chaudhuri, for the reason that the said property was purchased in her *Benam* with the finance made by those two persons and the said Deed of Relinquishment was registered in the office of the Sub Registrar, Howrah, in Book No. I, Volume 41, Pages 22 to 23, Being No. 2341 for the year 1955;
- D. During the course of such joint peaceful enjoyment of the property, they, i.e. Birendranath Chaudhuri and Pranab Kumar Chaudhuri after having their names mutated in the records of the then Howrah Municipality, gave away a part of the said property being 2 (two) katha, 11 (eleven) chhataks and 21 (twenty one) square feet of land with R.T. shed structure to the Pratip Kumar Chaudhuri, being their son and cousin respectively, vide the Deed of Gift dated 2<sup>nd</sup> March 1983, registered in the office of the Sadar Joint Sub Registrar, Howrah, in Book I, Volume 9, Pages 108 to 113, Being No. 357 for the year 1983. AND WHEREAS in the year 1988 the said Birendranath Chaudhuri and his nephew Pranab Kumar Chaudhuri had sold away another part of the property measuring 2 Kathas, 6Chhstaks and 41 Square feet comprised in that holding to one Debkumar Bhattacharya;
- E. During the course of such absolute peaceful enjoyment of remaining part of the said property said Birendra Nath Chowdhury demise and Pranab Kumar Chaudhuri and his other co-sharers inherited the share of the said Birendranath Chaudhuri in that part along with other properties left by him. Thereafter Pranab Kumar Chaudhuri and others executed a Deed of Partition on 14th February 1996 and that Deed was registered in the office of the Additional District Sub Registrar, Howrah.

- F. Subsequently by virtue of that Partition Deed Pranab Kumar Chaudhuri obtained the remaining part of the property comprised in that holding and on the same date i.e. 14.02.1996 Pranab Kumar Chaudhuri purchased a plot of land belonging to Pratip Kumar Chowdhury, S/o Late Dr. Birendra Nath Chowdhury measuring about 14 (fourteen) chhataks and 30 (thirty) square feet by virtue of a Deed of Sale 467 for the year 1996, registered in the office of the Additional District Sub-Registrar, Howrah and became the owner of a total land of 5 Kathas 13 Chittaka and 13 square feet.
- G. During the course of enjoyment of the property said Pranab Kumar Chaudhuri sold away 5 Kathas 13 Chittaka and 13 square feet of land with structure in respect to holding no. 30/3, Rammohan Mukherjee Lane, P.S Shibpur, District Howrah to the present owner **Swapan Kumar Banerjee** by a Registered Deed of Sale duly executed on 08.07.1997 and Registered in the office of Additional District Sub Registry Office Howrah and recorded as Book No. 1, Volume 79, Page 375 to 383, **Deed No. 3674**, for the year 1997 and also delivered peaceful vacant possession of the said property to the Purchaser **Swapan Kumar Banerjee**.
- H. **AND WHEREAS** the partition deed which was executed on 14<sup>th</sup> February 1996, **Sri Pratip Kumar Chowdhury**, S/o Late Dr. Birendra Nath Chowdhury became the owner of a total land of 2 Kathas 11 Chittaka and 21 square feet. Out of the said property sold away a part measuring 14 Chhataks 30 square feet to the said Pranab Kumar Chowdhury and remaining part of the property **1 Katha 12 Chhataks and 36 Square Feet** in respect to holding no. 30/3/3, Rammohan Mukherjee Lane, P.S Shibpur, District Howrah sold to the present owner **Swapan Kumar Banerjee** by a Registered Deed of Sale duly executed on 16.04.2004 and Registered in the office of Additional District Sub Registry Office Howrah and recorded as Book No. 1, Volume 41, Page 376 to 384, **Deed No. 1940**, for the year 2004 and also delivered peaceful vacant possession of the said property to the Purchaser **Swapan Kumar Banerjee**.
- I. **AND WHEREAS** Birendranath Chowdhury and his nephew Pranab Kumar Chaudhuri while seized and possessed in the said property sold, conveyed and transferred part of the property measuring 2 Kathas, 6 Chhstaks and 41 Square feet in favor of The Shibpur Co-operative Housing Society Limited by virtue of a registered Bengali Kobala

dated 26<sup>th</sup> September, 1979 which was registered in the Office of Sadar Joint Sub-Registrar at Howrah and recorded in Book No 1, Volume no 38, pages from 57 to 62, being no 1633 for the year 1979.

- J. **AND WHEREAS** by virtue of the aforesaid Deed of Sale said Shibpur Co-operative Housing Society Limited became the absolute owner and occupier of the said property and the said society while seized and possessed in the said property sold, conveyed and transferred said property in favor of SRI DEBABRATA BHATTACHARJI by virtue of a registered Bengali Kobala dated 18.02.1980 which was registered in the Office of Sadar Joint Sub-Registrar at Howrah and recorded in Book No 1, Volume no 8, pages from 278 to 282, being no 239 for the year 1980.
- K. **AND WHEREAS** by virtue of the aforesaid Deed of Sale said SRI DEBABRATA BHATTACHARJI became the absolute owner and occupier of the said property and he has mutated his name in the records of Howrah Municipal Corporation as well as B.L and L.R.O. Office and after mutation the holding number has been renumbered as 30/3/1, Rammohan Mukherjee Lane, P.S Shibpur, District Howrah and since then he was enjoying and positioning the khas.
- L. During the course of enjoyment of the property said SRI DEBABRATA BHATTACHARJI sold, conveyed and transferred said property in favor of Sri Swapan Kumar Banerjee by virtue of a registered Deed of Conveyance dated 07.12.2015 which was registered in the Office of District Sub-Registrar office at Howrah and recorded in Book No 1, Volume no 0501-2015, pages from 145843 to 145866, being no 050111071 for the year 2015 and also delivered peaceful vacant possession of the said property to the Purchaser Swapan Kumar Banerjee.
- M. AND WHEREAS while having the property partially transferred to Pranab Kumar Chaudhuri and their predecessors had curved out a passage out of their own property in that holding and that property now runs in between the said two plots, i.e. within holding no. 30/3/3. Rammohan Mukherjee Lane and within 30/3 Rammohan

Mukherjee Lane and incidentally both these properties are under the exclusive ownership of the present Owner, viz. Swapan Kumar Banerjee;

- N. **AND WHEREAS** now since the passage in between the two plots of the Owner is owned by the Pranab Kumar Chaudhuri and Pratip Kumar Chaudhuri and the Owner only has right to use the same. Hence the Present Owner approached Pranab Kumar Chaudhuri and Pratip Kumar Chaudhuri for selling the ownership of the said passage measuring about 266 square feet and accordingly the same was sold to the present owner Swapan Kumar Banerjee vide a Deed of Sale dated 6<sup>th</sup> day of June, 2011 which was registered in the Office of Additional District Sub-Registrar office at Howrah and recorded in Book No 1, Volume no 13, pages from 1 to 18, **being no 03687** for the year 2011 and also delivered peaceful vacant possession of the said property to the Purchaser **Swapan Kumar Banerjee**.
- O. **AND WHEREAS** Sri **Swapan Kumar Banerjee** by virtue of an Amalgamation Deed dated 17.12.2015 in respect to his absolute share of property measuring about 10 Cottah 01 Chattak of Bastu land amalgamate the entire property and he has mutated his name in the records of Howrah Municipal Corporation as well as B.L and L.R.O. Office and after mutation the holding number has been renumbered as 30/3, Rammohan Mukherjee Lane, P.S Shibpur, District Howrah and since then he was enjoying and positioning the khas.
- P. In the manner as aforesaid Sri **Swapan Kumar Banerjee** became the absolute owner and is 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. 32, Holding No. 30/3, Rammoham Mukherjee Lane, P.O.& P.S.Shibpur, Dist.Howrah-711102 measuring 10 Cottah 01 Chittaks 00 sq. ft. of Bastu land more or less with of Pucca structure standing thereon free from all encumbrances, charges, lien and impence whatsoever.
- Q. **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. 19/17-18 dated 21.04.2017 in the name of the Owner herein (hereinafter referred to as **“the SAID PLAN”**).

- R. Subsequently in respect to the property being premises No. 30/3, Rammohan Mukherjee Lane, absolute owner Sri **Swapan Kumar Banerjee** intend to develop the said property by executing a Development Agreement with the Developer.
- S. In the manner as aforesaid Sri **Swapan Kumar Banerjee** became the absolute owner and is 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. 32, Holding No. 30/3, Rammohan Mukherjee Lane, total Bastu land measuring about 10 Cottah 1 Chattak more or less with of Pucca structure standing thereon free from all encumbrances, charges, lien and impendence whatsoever.
- T. After becoming the absolute owner of the Said Premises, the Owner herein became interested to develop and commercially exploit the Said Premises by constructing a new building thereon approached **M/S. SKB REALTECH**, a partnership firm being represented by its Partner 1) **SRI SWAPAN KUMAR BANERJEE**, and (2) **SRI DIPAYAN BANERJEE**, the Developer to develop the Said Premises and entered into a Joint Venture Development Agreement with the Developer on 27<sup>th</sup> November, 2018 (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.
- U. On 27<sup>th</sup> November, 2018 the said owner hereto had granted executed one General Power of Attorney duly registered before Additional District Sub registry Office, Howrah registered in Book No. I, CD Volume Number 0502-2018, Page from 308012 to 308055 being No. 050209338 for the year 2018 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").
- V. By virtue of two Deed of Gift dated 17<sup>th</sup> April, 2017 & 16.11.2017 respectively executed by Sri Swapan Kumar Banerjee the said declarant gifted the front portion of the land measuring about 194.64 & 82.312 Sq.ft. respectively, comprised in Howrah

Municipal Corporation Holding No. 30/3, Rammohan Mukherjee Lane District-Howrah within HMC Ward No. 32, Borough No. V and said Deeds were registered before Additional Registrar of Assurance, Office of the A.R.A.- Kolkata, West Bengal in Book No. 1, **Volume No. 1901-2017, Page from 65630 to 65644, Being No. 190102181 for the year 2017 & Book No.1, Volume No.1901-2017, Page from 244751 to 244768, Being No.190107327 for the year 2017 respectively.**

**AND WHEREAS** in terms of the Development Agreement the Developer herein has started construction of the ground plus four 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 **M/S. SKB REALTECH (PAN ADRFS8211K)**, a Partnership firm having its office at 56/11, Ram Mohan Mukherjee Lane, Post Office Shibpur, Police Station-Shibpur, District-Howrah-711102, State of West Bengal and its successor or successors-in-office, assigns, transferees and/or nominees.
- 1.3. **PURCHASER/S**: shall mean and include **MS.XXXXXXXXXXXXXX AND MR.XXXXXX XXXXX** and their heirs, successors, executors, legal representatives and assigns.
- 1.4. **PREMISES**: shall mean and include Holding No. 30/3, Rammohan Mukherjee Lane District- Howrah, within Police Station – Shibpur, Bastu land measuring about 10 Cottahs 1 Chittaks more or less with of Pucca structure standing thereon.
- 1.5. **BUILDING**: shall mean the proposed new G+4 (Ground+Four) 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 **“KANAK TOWER”** 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, **Flat No. 'X' on the X Floor** of the Said Building admeasuring Super Built up/Built up/Carpet area of XXXX **Sq.ft.** approximately.
- 1.8. **SAID PLAN:** shall mean the building plan sanctioned by Howrah Municipal Corporation being B.R.C No.19 /17-18 dated 21.04.2017 for constructing a ground plus four 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 building and 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/Built up/Carpet 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 **TRANSFeree** 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 **Flat No. 'X' on the 'X' FLOOR** of the Said Building measuring Super Built up/Built up/Carpet area of XXXX **Sq. ft.**, approximately **including Super Built up/Built up/Carpet area of the Said Premises** lying and situate at the Premises No. Holding No. 30/3, Rammohan Mukherjee Lane District-Howrah, within Police Station – Shibpur, more fully described in the **SCHEDULE-C** 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 of **Rs. XXXXXXXXXXX/- Plus GST @ X% RsXXXXXXXX- and total consideration for the flat Rs,XXXXXXXXXX-(XXXXXXXXXXXX)** only. 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 2020** 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 alternations 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 **30 (Thirty) 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 **SCHEDULE-C** 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 1% (**one**) percent per month on all sums becoming due which if the Purchaser(s) fail to pay to the Developer/Confirming Party within **15 (fifteen) 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 **Rs. 1,00,000/- (Rupees One Lakh) 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 **@ 1% (one 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 favor of the Purchaser(s) herein along 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 SALIL CHATTERJEE, Advocate, Howrah Judges Court, Howrah of the Developer/ Confirming Party herein.

11.2. The Deed of Conveyance shall be prepared by SALIL CHATTERJEE, Advocate, Howrah Judges Court, Howrah 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 favor 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 Rs. **10,000/- (Rupees Ten thousand) only and also the government taxes** 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 SALIL CHATTERJEE, Advocate, Howrah Judges Court, Howrah 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 warrantees 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 property situated within District and District Registry and Additional District Sub- Registry Office at Howrah, P.S. & Mouja - Shibpur, Howrah Municipal Corporation, Ward No. 32, Holding No. 30/3, Rammohan Mukherjee Lane, corresponding to Howrah Municipal J.L No. 1, Sheet No. 68, measuring about 10 Cottah 1 Chattak of Bastu land, together with proportionate undivided share of land and common rights of using common things in a common manner, which is butted and bounded as follows :-

**ON THE NORTH:** Common Passage thereafter common drain.

**ONTHE SOUTH:** Common Passage

**ON THE EAST:** Partly Common Passage and partly Rammohan Mukherjee Lane

**ON THE WEST:** House of Dr. Sailen Mukherjee.

**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 THAT** the **Flat No.'X'** on the '**X**' **FLOOR** in the Said Building admeasuring Super Built up/Built up/Carpet area of XXXX **Sq.Ft.**, approximately **including Super Built up/ Built up/Carpet area**, tiles flooring lying and situate at the Premises No. 30/3, Rammohan Mukherjee Lane, within Police Station – Shibpur, Howtah – 711102, Ward No. 32 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)**

Consideration for the unit xxxx sq. ft. Super built up/Built up/Carpet area.	Rs.XX,XX,XXX/-
Consideration for Gr. Floor car parking space	
GST	Rs. XX,XXX/-
Legal Charges	Rs
Total	Rs.XX,XX,XXX

The Total consideration amount (INCLUDING GST) **for the flat of Rs.XX,XX,XXX** ( to be paid by the Purchaser(s) to the Developer/ Vendor in the following manner:)

<b>A . Payment Schedule</b>	
On Booking	X,XX,XXX/- (Rupees xxx xxxx ) only
On or Before Agreement	20% (Including Booking amt.)
On completion of 1 <sup>st</sup> Floor Slab Casting of the Block	10%
On completion of 2 <sup>nd</sup> Floor Slab Casting of the Block	10%
On completion of 3 <sup>rd</sup> Floor Slab Casting of the Block	10%
On completion of 4 <sup>th</sup> Floor Slab Casting of the Block	10%
On completion of Brick work of then Flat	10%
On completion of Plumbing work & Floor of the Flat	10%
<b>On Completion of Installation &amp; Outside Paint</b>	<b>10%</b>
<b>On Possession</b>	<b>10%</b>
<b>B . Payment Terms &amp; Rate Chart</b>	
Installation of Transformer, Generator (if any)	On actual basis
Advocate Fees & other Incidental Charges for Registration	On actual basis
Stamp Duty Fee, Registration Fee	On Actual Basis
Miscellaneous expenses for installation of electric meter with 1 K.W. load	On Actual Basis
<b>SL C. OTHER IMPORTANT TERMS &amp; CONDITIONS</b>	
1	<b>All the mentioned charges are subject to revision, keeping in view escalation in cost of such charges.</b>
2	<b>G.S.T &amp; Other taxes, Levies shall be payable as per law for the time being in force.</b>
3	<b>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.</b>

**SCHEDULE-D**  
**(COMMON AREAS)**

- 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**  
**(COMMON EXPENSES)**

- 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. The purchaser have to pay the actual cost for electric meter, connections, and 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. Proportionate charges for common meter and applicable CESC Ltd. fees for main line, Transformer, Generator other amenities, furniture, fixtures, fittings in the common areas, lobby and such other facility decided to be installed by the Developer/Confirming Party.
3. 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" excluding plaster.  |
| 3. Wall           | : | Plaster with wall putty and outside wall will be plaster with colors with beautiful elevation.                                     |
| 4. Floor          | : | Vitrified Tiles / Marble   |
| 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 Western Type Commodes and conceal cistern and other accessories made of ESCOW/HINDWARE OR EQUIVALENT.                          |

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 protected 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 : Aluminum sliding with glass panel.
10. Door : Door will be of Sal Frame and wooden flush doors.  
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 with motor.
14. Transformer (if any) : The Developer will install a Transformer (if any) within the Scheduled Property and all cost for the installation of the transformer shall be shared actual cost amongst each Flat Owners.



**EXTRA AMENITIES TO BE PROVIDED BY THE DEVELOPER:**

15. Lift Lobby Granite / Marble Finish
16. C.C. T.V. : Within the 'A' Schedule property the Developer will provide the connection of C.C. T.V. in the ground floor.
17. Fire fighting System : Within the 'A' Schedule property the Developer will provide Fire Extinguisher in the selected place.
18. Security Service: Security Service will be provided by the Association..
19. Front Gate : Developer will provide a decent front gate.
20. Common Space : No parking of any vehicles will be allowed in the common space within the building by the flat owners and nothing can be kept in the common space.
21. 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 WHEREOF the 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/VENDER 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.

**SIGNED SEALED AND DELIVERED**

By the PURCHASER(S) herein at Howrah  
In the presence of

1.

2.

**MEMO OF CONSIDERATION**

**RECEIVED** on and from the above named purchaser(s) the above mentioned sum of **Rs. X,XX,XXX= (xxx) only** as an advance for sale of the Flat/Unit in terms of the Third Schedule mentioned hereinabove out of the total consideration amount of Rs. **Rs.XX,XX,XXX(xxx) only** in the manner as follows:

S.L. No.	Date	Cheque /Cash	Name of Bank & Branch	Amount
1	XXXXXX	XXXXXXX	XXXXXXXXXX	Rs X,XX,XX
2.	XXXXXX	XXXXXXX	XXXXXXXXXX	Rs.X,XXXX
			<b>TOTAL</b>	RsX,XX,XX/ -

(Rupees )

For SKB Realtech

Partner

**DEVELOPER/CONFIRMING PARTY**

**Witnesses:**

1.

2.

**Drafted by:**

**SALIL CHATTERJEE Advocate,**

**Howrah Judges Court**

**☎-9804265426**