

AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE is made on this.....day
of.....2020.

BETWEEN

Contd.....P/2

:: 2 ::

1) MRIDUL KANTI BHAKTA, son of Late Radhakanta Bhakta, by occupation- Retired Person, PAN- BCCPB3487R, Aadhaar No.- 7619 9922 5361, by faith-Hindu, by nationality- Indian, residing at 8/81, Netaji Nagar, P.O.-Regent Estate, P.S.- Jadavpur now Netaji Nagar, Kolkata- 700092, District South 24-Parganas, West Bengal, and 2) TUSHAR KANTI BHAKTA, son of Late Radhakanta Bhakta, by occupation- Retired Person, PAN-ADOPB5661K, Aadhaar No.- 7523 0010 1580, by faith-Hindu, by nationality- Indian, residing at 8/81, Netaji Nagar, P.O.-Regent Estate, P.S.- Jadavpur now Netaji Nagar, Kolkata- 700092, District South 24 - Parganas, West Bengal, and 3) TARIT KANTI BHAKTA, son of Late Radhakanta Bhakta, by occupation-Business, PAN-AKQPB9598N, Aadhaar No.- 4451 4964 0765, by faith-Hindu, by nationality- Indian, residing at 8/81, Netaji Nagar, P.O.-Regent Estate, P.S.- Jadavpur now Netaji Nagar, Kolkata- 700092, District South 24-Parganas, West Bengal and 4) TARUN KANTI BHAKTA, son of Late Radhakanta Bhakta, by occupation- Service, PAN- AFWPB7436E, Aadhaar No.- 5662 2909 9026, by faith-Hindu, by nationality- Indian, residing at 8/81, Netaji Nagar, P.O.-Regent Estate, P.S.-Jadavpur now Netaji Nagar, Kolkata- 700092, District South 24 - Parganas, West Bengal and 5) TAPASH KANTI BHAKTA, son of Late Radhakanta Bhakta, by occupation- Retired Person, PAN- AEEPB0593D, Aadhaar No.- 4053 1689 3183, by faith-Hindu, by nationality- Indian, residing at 8/81, Netaji Nagar, P.O.-Regent Estate, P.S.- Jadavpur now Netaji Nagar,

Kolkata- 700092, District South 24- Parganas, West Bengal and 6) PIJUSH KANTI BHAKTA, son of Late Radhakanta Bhakta, by occupation- Business, PAN- CBBPB8525M, Aadhaar No.- 9124 8287 5530, by faith-Hindu, by nationality- Indian, residing at 8/81, Netaji Nagar, P.O.- Regent Estate, P.S.- Jadavpur now Netaji Nagar, Kolkata- 700092, District South 24 - Parganas, West Bengal, - hereinafter called and referred to as the "OWNER/ VENDOR" (which term or expression shall unless excluded by or repugnant to the context be deemed to include her heirs, executors, administrators, representatives and/or assigns) the Party of the FIRST PART; represented by her Constituted Attorney UTPAL GHOSH, son of Sukumar Ghosh, by faith-Hindu, by occupation-Business, PAN-AFDPG8116P, Aadhaar No.5000 2529 7094, by nationality-Indian, residing at 2/59/1, Netaji Nagar, P.O.- Regent Estate, P.S.-Netaji Nagar, Kolkata-700092, District South 24-Parganas, West Bengal, Proprietor of SUNITI PROPERTIES, a Proprietorship Firm having its office at 2/59/1, Netaji Nagar, P.O.- Regent Estate, P.S.-Netaji Nagar, Kolkata-700092, District South 24-Parganas, West Bengal, by Development Power of Attorney in favour of the Developer on 17-12-2019, which was duly registered at the office of the A.D.S.R. Alipore, South 24-Parganas and recorded in its Book No.- I, Volume No.- 1605-2019, Pages 243593 to 243628, Being No.- 160507207, for the year 2019.

AND

SUNITI PROPERTIES, a Proprietorship Firm having its office at 2/59/1, Netaji Nagar, P.O.- Regent Estate, P.S.-Netaji Nagar, Kolkata-700092, District South 24-Parganas, West Bengal, represented by its Proprietor namely UTPAL GHOSH, son of Sukumar Ghosh, by faith- Hindu, by occupation-Business, PAN-AFDPG8116P, Aadhaar No.5000 2529 7094, by nationality- Indian, residing at 2/59/1, Netaji Nagar, P.O.- Regent Estate, P.S.-Netaji Nagar, Kolkata-700092, District South 24-Parganas, West Bengal - hereinafter called and referred to as the "developer/ Contractor/ Confirming party"

(which term or expression shall unless excluded by or repugnant to the context be deemed to include his heirs, executors, administrators, representatives and/or assigns) the Party of the SECOND PART;

and

1) _____, son/wife /daughter of _____,
by occupation _____, PAN-_____, Aadhaar
No._____,by Faith - _____, by Nationality-Indian,
Residing at _____, P.S.-_____, P.O.-
_____, Kolkata-_____, District-South 24 Parganas, W.B.

and 2) _____ son/wife /daughter of
_____, by occupation _____, PAN-
_____, Aadhaar No._____,by Faith -
_____, by Nationality-Indian, Residing at
_____, P.S.-_____, P.O.- _____,
Kolkata-_____, District-South 24 Parganas, W.B. - hereinafter called

and referred to as the "purchasers" (which term or expression shall unless excluded by or repugnant to the context be deemed to include their heirs, executors, administrators, representatives and/or assigns) the Party of the THIRD PART.

WHEREAS after Partition of India a large number of residents from East Pakistan now Bangladesh crossed over and came to the territory of the State of West Bengal from time to time due to force of circumstances beyond their control and the Government of West Bengal (hereinafter referred to as the "Government") offered all reasonable facilities to such persons (hereinafter referred to as "REFUGEES") for residence in West Bengal.

AND WHEREAS a considerable number of such people were compelled by circumstances to use vacant lands in the Urban areas for Homestead purposes.

AND WHEREAS the Government of West Bengal with the intent to rehabilitate the Refugees from East Pakistan now Bangladesh Mridul Kanti Bhakta, Tushar Kanti Bhakta, Tarit Kanti Bhakta, Tapash Kanti Bhakta, Pijush Kanti Bhakta acquired homestead land measuring about 4(four) Cottahs, 5(five) Chittaks, 17 (seventeen) Sq.Ft. more or less, in C.S. Dag No. -285(P) and 289(P) of Mouza: Roypur, E.P. No.-275, S.P. No.- 861, J.L. No.- 33, in the District : South 24-Parganas.

AND WHEREAS on decision by the Government to make a Gift of the said plot of homestead land measuring 4(four)Cottahs, 5(five)Chittaks, 17(seventeen)Sq.Ft. more or less, by virtue of a Gift Deed executed by Governor of the State of West Bengal as Donor and registered in the office of the A.D.R. at Alipore, South 24-Parganas, and recorded in Book No.- I, Volume No.-4, Pages 133 to 136, being No.-259, for the year 1992 to Mridul Kanti Bhakta , Tushar Kanti Bhakta , Tarit Kanti Bhakta , Tapash Kanti Bhakta, Pijush Kanti Bhakta ,who became the joint co-owners of the aforesaid property having undivided 1/5th share each and they enjoy, seized and possessed the aforesaid homestead land measuring 4(four) Cottahs, 5(five)Chittaks, 17(seventeen) Sq.Ft. more or less together with one storied building 1920 (one thousand nine hundred twenty) Sq.Ft; more or less and one tin shed structures made of brick built wall measuring 375(three hundred seventy five) Sq.Ft. more or less (after construction) standing thereon lying and situated at Mouza: Roypur, in C.S. Dag No. -285(P), and 289(P), E.P. No.-275, S.P. No.- 861, J.L. No.- 33,the K.M.C. Street name Netaji Subhas Chandra Bose Road, at Netaji Nagar Colony , K.M.C. Ward No.- 098, P.S.- Jadavpur there after Patuli now Netaji Nagar, P.O.-Regent Estate, Kolkata-700092, in the District of South 24-Parganas.

AND WHEREAS thereafter Mridul Kanti Bhakta, Tushar Kanti Bhakta, Tarit Kanti Bhakta, Tapash Kanti Bhakta, Pijush Kanti Bhakta mutated their landed property in their name at the K.M.C. and recorded as K.M.C. Premises No.

349/308, Netaji Subhas Chandra Bose Road, at Netaji Nagar Colony, Kolkata-700092, and has been paying corporation Taxes regularly under Assessee no. 21-098-06-6393-0.

AND WHEREAS on the other hand simultaneously the Government of West Bengal with the intent to rehabilitate the Refugees, on decision by the Government to make a Gift of the said plot of land homestead measuring 1(one) Cottah, 9(nine) Chittaks, 17(seventeen) Sq.Ft. more or less, at Mouza-Roypur, in C.S. Dag No. -285(P) and 289(P), E.P. No.-275A, S.P. No.- 861/1, J.L. No. 33, P.S.- then Jadavpur thereafter Patuli now Netaji Nagar, street name Netaji Subhas Chandra Bose Road in the locality Netaji Nagar Colony, K.M.C. Ward No.-098, P.O.-Regent Estate, Kolkata -700092, in the District of South 24-Parganas, by virtue of a Gift Deed executed by Governor of the State of West Bengal as Donor and registered in the office of the A.D.R. at Alipore, South 24-Parganas, and recorded in Book No.- I, Volume No.-4, Pages 129 to 132, being No.-258, for the year 1992 to Tarun Kanti Bhakta, who became the owner of the aforesaid property and he enjoy, seized and possessed the aforesaid piece and parcel of homestead land measuring 1(one) Cottah, 9(nine) Chittaks, 17(seventeen) Sq.Ft. more or less, together with and one tin shed structures made of brick built wall measuring 750(seven hundred fifty) Sq.Ft. more or less (after construction), at Mouza- Roypur, in C.S. Dag No.-285(P) and 289(P), E.P. No.-275A, S.P. No.- 861/1, J.L. No. 33, P.S.- then Jadavpur thereafter Patuli now Netaji Nagar, street name Netaji Subhas Chandra Bose Road in the locality Netaji Nagar Colony, K.M.C. Ward No.- 098, P.O.-Regent Estate, Kolkata -700092, in the District of South 24-Parganas .

AND WHEREAS now Tarun Kanti Bhakta, have assessed and mutated his landed property in his name at the K.M.C. and recorded as K.M.C. Premises No. 349/308A, Netaji Subhas Chandra Bose Road, at Netaji Nagar Colony, Kolkata-700092, and has been paying corporation Taxes regularly under Assessee no. 21-098-06-6394-2.

AND WHEREAS there after Mridul Kanti Bhakta, Tushar Kanti Bhakta, Tarit Kanti Bhakta, Tapash Kanti Bhakta, Pijush Kanti Bhakta and Tarun Kanti Bhakta amalgamated their properties by executing two separate Deed of Gift, dated 07-11-2019, registered at A.D.S.R., Alipore, South 24-Parganas and recorded in Book No. I, Volume no. 1605-2019, Pages 217587 to 217620, Deed No.- 160506332, for the year 2019 and dated 07-11-2019, registered at A.D.S.R., Alipore, South 24-Parganas and recorded in Book No. I, Volume no. 1605-2019, Pages 217621 to 217654, Deed No.- 160506344, for the year 2019.

AND WHEREAS thus the Owners herein become the absolute Owners of the said property and in lawful & khas possession of the homestead land measuring 5(five) Cottahs, 14 (fourteen) Chittacks 34(thirty four) Sq.Ft. more or less together together with one storied building 1920 (one thousand nine hundred twenty) Sq.Ft. more or less with cemented flooring and one tin shed structures made of brick built wall measuring 375 (three hundred seventy five) Sq.Ft. more or less with cemented flooring, and with and one tin shed structures made of brick built wall measuring 750 (seven hundred fifty) Sq.Ft. more or less with cemented flooring, standing thereon lying and situated at Mouza: Roypur, in C.S. Dag No.-285(P) and 289(P), E.P. No.-275 and 275A, S.P. No.- 861 and 861/1, J.L. No.- 33, K.M.C. Ward No.- 098, P.S.- Jadavpur there after Patuli now Netaji Nagar, P.O.-Regent Estate, Kolkata-700092, District of South 24-Parganas, West Bengal and they duly mutated as amalgamated two premises in one premises and recorded their names in the office of the K.M.C. in respect of the said the K.M.C. Premises No. 349/308, Netaji Subhas Chandra Bose Road (same locally known as postal premises no. 8/81, Netaji Nagar), which was amalgamated Premises number of the K.M.C. Premises and paying K.M.C Taxes regularly under Assessee no. 21-098-06-6393-0, which was amalgamated Assessee.

AND WHEREAS for better residential accommodation the Owners herein decided to develop their aforesaid the said property (land and building) by

constructing new building accordance with the building plan to be sanctioned by the K.M.C. and the Owners herein approached the Developer hereinto construct a new building as per the sanctioned plan to be sanctioned by the K.M.C. and the costs and experience of the Developer and; the Developer agreed with the said proposal of the Owner's, now both the parties here entered into this Agreement with the following terms and conditions hereinafter appearing.

AND WHEREAS aforesaid the Owners have entered into an Development Agreement with the Developer namely UTPAL GHOSH, son of Sukumar Ghosh, of 2/59/1, Netaji Nagar, P.O.- Regent Estate, P.S.-Netaji Nagar, Kolkata-700092, District South 24- Parganas, West Bengal, represented by Proprietor of SUNITI PROPERTIES, a Proprietorship concern having its office at 2/59/1, Netaji Nagar, P.O.- Regent Estate, P.S.-Netaji Nagar, Kolkata-700092, District South 24-Parganas, West Bengal, on 17-12-2019 and said agreement duly registered at the office of the A.D.S.R. Alipore, South 24-Parganas and recorded in its Book No.- I, Volume No.- 1605-2019, Pages 244144 to 244197, Being No.- 160507192, for the year 2019, for the purpose of construction of new building, and also executed the Development Power of Attorney in favour of the Developer on 17-12-2019, which was duly registered at the office of the A.D.S.R. Alipore, South 24-Parganas and recorded in its Book No.- I, Volume No.- 1605-2019, Pages 243593 to 243628, Being No.- 160507207, for the year 2019 And for selling out the said Flat/Flats, Space/Spaces and Garage/Car Parking spaces from the Developer's allocation on behalf of the Owners herein as well as other needful acts and deeds as mentioned therein.

AND WHEREAS that certain mistakes inadvertently crept in the Development Power of Attorney by executing on 17-12-2019, which was duly registered at the office of the A.D.S.R. Alipore, South 24-Parganas and recorded in its Book No.- I, Volume No.- 1605-2019, Pages 243593 to 243628,

Being No.- 160507207, for the year 2019 and aforesaid the Owners herein also executed a Declaration for rectification in respect of the aforesaid landed property on 05-02-2020 and which was registered at the office of the A.D.S.R. Alipore, South 24-Parganas and the said Deed of Declaration was recorded in Book No.-IV, Volume No.-1605-2020, Pages 2388 to 2401, Being No.- 160500105, for the year 2020.

AND WHEREAS in terms of the said Agreement and by the strength of the said Power and Authority, the Developer herein obtained a sanctioned Building Plan from the K.M.C. in the name of the Owners/Vendors, being Sanction Building Permit No.- dated Borough No. and started construction of the said new building, as per Sanctioned Plan of K.M.C. upon the said land of the Owner which is yet to be completed.

AND WHEREAS as per terms and conditions of the aforesaid Development Agreement and Power of Attorney the Developer, already started construction of a storied building upon the Schedule "A" mentioned property as per said sanctioned building plan and specification of the K.M.C. at its own costs and expenses and already completed the said construction work and to complete the said proposed building on the condition that the cost of construction including profits and/or any other expenses relating to that project shall be made and/or to be paid out of the sale proceeds of the said flats and/or spaces and covered area to be realized or collected from the intending Purchasers.

AND WHEREAS the Developer hereto now proclaimed to sell the Flat and Car Parking Space, unit or units of the newly constructed said new building upon the said bastu land from his Developer's Allocation mentioned in the said Development Agreement 17-12-2019 and after going through such intention and desire of the Owner/Vendor and Developer, the Purchasers herein have after searching the necessary papers, title deeds and documents of

the Owner/Vendor in respect of the Schedule "A" mentioned property the Owner/Vendor and Developer offered to Sale a Flat and Car Parking Space, i.e. Flat measuring sq.ft. more or less Super-Built-Up, area on the Floor, side , Consisting of ...(.....;.....)Bed Rooms, 1(one)Kitchen,1(one)Living- cum- Dining, 1(one)Toilet, 1(one)W.C., 1(one)Balcony, and one Car Parking Space measuring about Sq.Ft. , at the Ground Floor side at the said new Building with common user on the common parts and service areas and facilities, as more fully and particularly mentioned in the Schedule "B" hereunder written, for the lump sum price or consideration of Rs./- (Rupees) only and the Purchasers have agreed the same and the Developer agreed to sell the said Schedule "B" property for the said price to the Purchasers herein;

RECITALS

B. (Definitions) in this Indenture unless it is contrary or repugnant to the context:

1. ADVOCATES shall mean such other advocate/s whom the contractor may, from time to time appoint as the advocates for the project.
2. ARCHITECTS shall mean such architect or firm of architects whom the contractor may, from time to time, appoint as the Architects for the Building.
3. COMMON EXPENSES shall mean and include all expenses to be incurred by the Unit owners for the management and maintenance of the New Building and the premises.
4. COMMON PORTIONS shall mean all the common areas and installations to comprise in the Building and the premises after the development, including staircase, lobbies, passages, pathways, boundary walls, service area etc.
5. LAND shall mean the land comprised in the Premises.
6. PREMISES shall mean the K.M.C. Premises No.- 349/308, Netaji Subhas Chandra Bose Road in the locality of Netaji Nagar Colony, and known as

postal premises no. 8/81, Netaji Nagar , K.M.C. Ward No.- 098, P.S.- Jadavpur there after Patuli now Netaji Nagar, P.O.-Regent Estate, Kolkata-700092, District of South 24-Parganas, West Bengal, morefully described in the Schedule "A" hereto and shall also include the boundary wall erected thereon and/or Building to be constructed, wherever the context permits.

7. BUILDING shall mean the Building to be constructed on the premises by the contractor, in pursuance of the terms contained herein.
8. PLANS shall mean the plan of the Building wherever include such plans, drawings, designs, elevations, and specifications as are prepared by the Architects, including variations/modifications therein, if any and the plans will be sanction by the authority concerned of the Kolkata Municipal Corporation and shall mean the plans for construction of the Building sanctioned by the Kolkata Municipal Corporation vide reference Sanction Permit No., dated, Borough No.
9. PROJECT shall mean the work of development undertaken to be done by the contractor in pursuance hereof, till the development of the Premises be completed and possession of the completed Units is taken over by the Unit owners.
10. PROPORTIONATE with all its cognate variations shall mean such ratio, the super built up area of any unit or units be in relation to the super built Up area of all the units in the new Building.
11. UNIT shall mean any flat or other covered area in the building which is capable of being exclusive owned, used and/or enjoyed by any Unit owners and which are not the common portions.
12. UNIT OWNER shall mean any person or persons who acquire hold and/or own any unit in the Building and shall include the owner and the contractor, for the units held by them, from time to time.

13. TIME: the Developer /Contractor shall complete the said proposed Building /Flat/ Car parking Space within(.....) months from the Execution of this Agreement. The stipulated period may be extended up to 6(Six) months if situation so arises.

14. WORDS - Words importing Singular Number shall include the Plural Number and vice versa. Words importing Masculine Gender shall include the Feminine Gender and Neuter Gender, similarly words importing Feminine Gender shall include Masculine Gender and Neuter Gender, and likewise Neuter Gender shall included Masculine Gender and Feminine Gender.

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED AND DECLARED BY AND BETWEEN THE PARTIES HERETO as follows:-

1. THAT the Purchasers have agreed to purchase a Flat and Car Parking Space fully described in Schedule "B" hereunder written at the Total Price and Consideration of Rs./- (Rupees) only fully described in Schedule "C" hereunder written. Provided that Purchasers shall loose their right/interest in the Flat and Car Parking Space in case they fail/s to make off the full payment of the consideration money or any instalment/s and this agreement will stand terminated.
2. THAT the Developer shall construct the Flat and Car Parking Space as per the said Building Plan sanctioned by the K.M.C. and as per specification as fully mentioned in Schedule "D" hereunder written.
3. THAT the Developer shall use the standard materials for construction of the said Building.
4. THAT the Developer is at liberty to make any variations and/or modifications in the construction as may be required from time to time with the approval of the said K.M.C. and the Purchasers shall have no objection thereto.

5. THAT the Developer shall deliver possession of the Flat and Car Parking Space to the Purchasers withinmonths or within such extended periodmonths in case the Developer is prevented from completion of the Flat and Car Parking Space.
6. THAT the Purchasers shall pay K.M.C. Taxes and other Taxes and outgoings relating to the Flat and Car Parking Space purchase from the Developer on and from the date of taking delivery possession to the Flat Owner's Association.
7. THAT the Purchasers shall also pay the maintenance charges for the common areas proportionately as specified in Schedule "D" hereunder written.
8. THAT the Purchasers shall pay the Electric Charges for the Flat to be consumed from the electric meter to be set up for their name and the Purchasers shall pay electricity charges of the common parts meter installed proportionately to their area and the Developer shall arrange electricity connection with separate electric meter for the entire of the Building the Purchaser's area also and the Purchasers shall be liable to pay all the cost or expenses to the Developer.
9. THAT the Purchasers shall observe all Rules & Regulations of the Flat Owners Association.
10. THAT the Purchasers shall have no claim or right of any nature or kind whatsoever in respect of any open spaces, parking space, lobbies except the common areas of the Building as detailed in Schedule "E" and which are specifically mentioned in the agreement.
11. THAT the Purchasers shall use the Flat and Car Parking Space only for residential purpose or for other purposes, if specifically mentioned in this agreement.
12. THAT the Purchasers shall reside in the Flat and Car Parking Space peaceably with other flat owners and shall not cause any disturbances to other co-purchaser.

13. THAT the Purchasers shall be bound to get registered the Conveyance Deed in their names or in the names of their nominees at their own cost upon full payment of the consideration money and the registration shall have to be completed by through the Advocate of the Developer.
14. THAT the Developer shall have lien over the flat hereby agreed to be sold until the full payment is cleared off.
15. THAT the Developer shall look after and manage the affairs maintenance of the Building until the Flat Owners' Association is formed.
16. that the Purchasers shall pay all the expenses as mentioned herein the Schedule "F" for common maintenance proportionately and shall pay security deposit for electric meter separately.
17. that the Purchasers shall pay all the expenses as mentioned in the Schedule "G".
18. THAT the Purchasers shall lose their right/interest in the Flat and Car Parking Space in case they fails to make off the full payment of the consideration money or any installment and this agreement will stand terminated and the Developer shall have the right to enter into the agreement with other buyer for sale and the Developer shall refund the money to the Purchasers already paid deduction compensation for the sufferings caused by the Purchasers for non payment of installments. Amount of the compensation to be settled mutually or alternatively, if mutually agreed upon, the Purchasers will be entitled to the flat agreed upon to be purchased only on payment of full consideration plus interest @ 24% per annum for default in payment of installment.
19. that all disputes as to construction shall be mutually settled and the decision of the Architect of the Developer shall be final and be binding upon the Purchasers.

20. that all disputes with regard to this Agreement as be settled mutually and on failures thereto shall be settled as per provision of the Arbitration and Conciliation Act, 1996.

21. THAT in case the Developer fails to comply with the terms of this agreement the Purchaser shall have right to enforce specific performance against the Developer under the provisions of the Specific Relief Act.

THE SCHEDULE "A" ABOVE REFERRED TO

(Description of the total property)

ALL THAT piece or parcel of Land measuring 5(five) Cottahs, 14 (fourteen) Chittacks 34(thirty four) Sq.Ft. more or less together with new building (under construction) standing thereon lying and situated at Mouza: Roypur, in C.S. Dag No.-285(P) and 289(P), E.P. No.-275 and 275A, S.P. No.- 861and 861/1, J.L. No.- 33, the K.M.C. Premises No. 349/308, Netaji Subhas Chandra Bose Road in the locality of Netaji Nagar Colony, and known as postal premises no. 8/81, Netaji Nagar , K.M.C. Ward No.- 098, P.S.- Jadavpur there after Patuli now Netaji Nagar, P.O.-Regent Estate, Kolkata-700092, District of South 24-Parganas, West Bengal the property is butted and bounded in the manner following:-

ON THE NORTH :- By land and house of E.P. No.-276,

ON THE SOUTH :- By land and house of E.P. No.-274,

ON THE EAST :- By 12 feet wide K.M.C. Road (or Colony Road),

ON THE WEST :- By Primary School.

THE SCHEDULE -"B" ABOVE REFERRED TO

(i.e. the Flat and Car Parking Space sold unto and in favour of the Purchaser)

ALL THAT piece and parcel of the Flat vide no.....,measuring sq.ft. more or less Super-Built-Up, area on the Floor,..... Side, Consisting of 2(Two)Bed Rooms,

1(one)Kitchen,1(one)Living- cum- Dining, 1(one)Toilet, 1(one)W.C., 1(one)Balcony, and one Car Parking Space ,vide no.....,measuring about Sq.Ft. at the Ground Floorside at the said new Building namely "RADHA NIBAS" at the said K.M.C. Premises No.- 349/308, Netaji Subhas Chandra Bose Road, P.S.-Jadavpur thereafter Patuli now Netaji Nagar, P.O.-Regent Estate, Kolkata -700092 , within the limits of K.M.C. Ward No.- 098, District South 24-Parganas, West Bengal of the said new building and together with undivided proportionate share in the land and in the common parts and the right to use the common areas

THE SCHEDULE - "C" ABOVE REFERRED TO

(Payment Schedule)

Total Price and Consideration of Rs./- (Rupees) only which will be paid as follows :-

- | | |
|---|-------------|
| a) On execution of this Agreement. | - Rs...../- |
| (Bank, Branch....., Ch.No.....). | |
| b) On Completion of Foundation. | - Rs../- |
| c) On Completion of Ground Floor Casting. | - Rs../- |
| d) On Completion of 1st Floor Casting. | - Rs../- |
| e) On Completion of 2nd Floor Casting. | - Rs../- |
| f) On Completion of 3rd Floor Casting. | - Rs../- |
| g) On Completion of Brick Work. | - Rs../- |
| h) On completion of Plaster and Flooring Work. | - Rs../- |
| i) On completion of full fittings of Grill,
Doors, Windows, Plaster of Praise. | - Rs../- |
| j) At the time of Possession or Registration
whichever is earlier.- | - Rs..../- |

Total Amount- Rs./- (Rupees) only.

THE SCHEDULE - "D" ABOVE REFERRED TO

(Specification of the construction work)

STRUCTURE : The proposed building shall be constructed on R.C.C. footing and frame as per design and direction of the K.M.C. approved plan.

WALLS : Standard quality bricks shall be used for brickwork with cement & sand . All external 200 mm thick brick wall, internal 75mm thick brick partition walls & 125 mm thick brick walls between any two apartments will be duly plastered on both sides. Brickwork & plaster will be executed with cement sand according to the K.M.C. approved plan or as per direction of the Engineer-in -Charge .

PLASTER : Wall plaster, outside surface 24 mm thick with cement and sand , proper chipping will made before wall and ceiling plastering.

FLOORING : Flooring to bed room, dining space, balcony, staircase etc. complete with marble including cutting & acid polishing along with 100 mm high skirting on all sides of the walls. Toilet/W.C. & kitchen shall be provided with standard marble flooring. Kitchen shall have 900mm high glazed tiles above the granite stone table top. The walls of toilet /W.C. shall be covered with glazed tiles up to door height from floor level.

INTERNAL : Internal walls, ceilings of all rooms, balcony, kitchen, dining space, toilet/W.C., staircase & stair -head room shall be finished with plaster of paris.

DOORS : All door frames shall be made of Sal or equivalent wood. All doors shall be made commercial fleece duly painted with two coats synthetic enamel paint over a coat of primer, fitted with iron hinge, aluminum handle, steel hasp bolt, steel tower bolt & door-stopper. Only main door shall be provided with standard lock & vision aperture .

WINDOWS : All the windows shall be made of aluminum sliding frame with integrated grill along with fully glazed shutters fitted.

SANITARY & PLUMBING : All the internal & external soil, waste & rain - water pipes shall be 100 mm dia. P.V.C. pipes of standard quality. P.V.C. pipes for water supply shall remain exposed to walls but the internal

connecting pipes of kitchen, toilet, W.C./pantry will be concealed. Toilet will be provided with standard quality of 1 no. white porcelain commode, P.V.C. cistern, 1 no. porcelain white basin & 1 no. shower with only cold water provision, chromium plated bibcock, stopcock, pillar cock etc. kitchen table shall be fitted with steel sink and chromium plated fittings.

ELECTRIFICATION : All internal wiring shall be concealed in polythene conduit, all wires shall be copper-made of necessary gauge with execution of proper earthing . All switch-boards will be iron-made, flushed with walls with acrylic cover & the switches will be of standard quality. Necessary electrical points, without fittings, shall be provided as detailed below:-

BED/LIVING ROOM : two light points, one fan point & one 5amp.plug point , only one bed room one A.C. point.

DINING ROOM : two light points ,one fan point, one 5amp. & one 15amp.plug point.

KITCHEN : one light point, one 15amp.plug point & one exhaust point.

BALCONY : one light point.

TOILET/W.C. : (Each) one light point , one Exhaust point and one geyser .

One calling bell point beside the entrance door of each Apartment & Light points at the landings on the staircase of all floors leading to each apartment shall be provided.

WATER SUPPLY : Each apartment shall be provided with water supply line from overhead tank, due to be filled up with water from semi-underground reservoir meant for common use of all apartments. Water for storage in the semi-underground reservoir is to be accumulated from K.M.C. supply.

GENERAL : All the internal approach roads/ passage shall be cement concreted and /or brick soling with flush pointing. Boundary wall of 1.2m height in all sides shall be provided with brick work with both sides plastered. Necessary grill gate/s shall be provided with boundary wall. A septic tank, a semi-under ground reservoir, an overhead tank, a pump & motor, all of

appropriate capacity, shall be installed or constructed as per instruction of the Engineer -in-Charge. Drains & sewerage lines shall be connected to the K.M.C. duct. The exterior surface of the entire building & the boundary wall above dado shall be painted with decorative cement paint, cost of which shall have to be borne by the Developer. The motor pump, overhead tank etc. shall be placed at the discretion of the Engineer-in -Charge. The septic tank shall be constructed as per K.M.C. approved plan/direction of the Engineer-in -Charge.

LIFT - Lift slandered quality .

ADDITIONAL/ALTERATION/ EXTRA WORK: Any addition, alteration or extra work sought by the Purchasers is subject to approval of the Engineer-in -Charge and the estimated cost for the same shall be paid by the Purchasers to the Developer in advance.

THE SCHEDULE-"E" ABOVE REFERRED TO

(Common Areas and Facilities)

1. Common paths, passages and main entrances to the Premises and the Building.
2. Common Boundary walls and main gate.
3. Drainage and Swerage and all pipes and other installations for the same (except only those as are installed within the exclusive area of any Unit and / or exclusively for its use.
4. Low tension and / or High tension electrical installations and its room (if any) and all electrical wiring and other fittings (excluding only those as are installed within the exclusive area of any Unit and/or exclusively for its use).
5. Stair cases, stair case landings and/or midland on all floors in the Building (except the room).
6. Lobbies on all floors of the Building (except the room).

7. Water Pumps, water pump rooms, water reservoir, water tanks and all common plumbing installations for carriage of water (save only those as are exclusively within and for use of any Unit) on and/or to and/or in respect of the Building.
8. Such other common parts, equipments, installations, fittings, fixtures and spaces in or about the land and the Building as are necessary for passage to and/ or user of the Units in common by the Co-Owners but expressly including the roof and/or terrace and parapet walls of the Building.

THE SCHEDULE "F" ABOVE REFERRED TO

(Common Expenses)

1. The Costs expenses and out goings and obligations for which all purchaser and Owner are to contribute proportionately.
2. The expenses for maintaining, repairing, maintaining roof and re-decorating and renewing the structure and in particular the drainage system, sewers, rain water discharge arrangement, water supply system, supply of electricity to all common areas mentioned in the Schedule "E" hereto.
3. The expenses of repairing, maintaining, white washing and colour washing, the main structures of the building, including the building and also the common areas of the building described in the said Schedule "E" above written.
4. The cost of cleaning and lighting the entrances of the building the passage and spaces around the building corridors, stair case and other common areas.
5. Cost of cleaning the exterior of the premises.
6. Building taxes and other taxes whatsoever as may be found payable on account of the said building.
7. All expenses of common services and is common with common parts and facilities.
8. Such expenses as are necessary for or incidental to the maintenance and up keeping of the premises and of the common areas facilities and amenities.

9. Ultimate roof will be used jointly with other Co-owners of the said building and maintenance and repairing charges of the ultimate roof will be borne by the purchaser with the other Co-owners and Purchaser proportionately.

THE SCHEDULE "G" ABOVE REFERRED TO

(Common Expenses For Common Purpose Separately Payable)

The Purchases shall on or before the date of delivery of possession shall deposit with the Contractor/Developer/Confirming Party herein the following accounts for the following purposes (each flat). The exact amount of expenses will be notified later on.

- 1) Security Deposit for electric main connection to the said unit and/on the building.
- 2) Transformers (if any).
- 3) That the Purchasers shall also be liable to pay or bear the GST as applicable on total consideration imposed by the Central or State Government in respect of the said Flat and Car Parking Space.
- 4) For common expenses equivalent to two years expenses (estimated).

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

WITNESSES :-

1.

For

~~HELY SARKAR~~ as her

Constituted Attorney

SIGNATURE OF THE

OWNER/VENDOR

2.

SIGNATURE OF THE
developer/ Contractor

SIGNATURE OF THE
PURCHASER

DRAFTED BY :

ADVOCATE

High Court, Calcutta

COMPUTER PRINTED BY :

:: 19 ::

RECEIPT

Received with thanks from the purchaserS herein a sum of Rs./-
(Rupees) only.

Sl. No.	Date	Cheque No.	Bank/Branch	Amount (Rs.)
1)				
			Total Rs.	

WITNESSES: -

1.

SIGNATURE OF THE
developer/ contractor

2.