RITA_REALTORS, a Proprietorship Business, having its Office at 150, Mahatma Gandhi Road, Post Office & Police Station:- Budge – Budge, Kolkata: 700137, District:-24 Parganas (South), represented by its Sole Proprietor <u>SRI ANIL KUMAR SHAW</u>, son of Sri Shital Prasad Shaw by religion:-Hindu, by Nationality:- Indian, by Occupation:- Business, residing at 12, A.L. Daw Road, P.O & P.S:-Budge-Budge, Kolkata700137, District: 24Pargans (South), hereinafter called and referred to as "the <u>DEVELOPER"</u>(which term or expression shall unless excluded by or repugnant to subject or context be deemed to mean and include its successors-in-office and assigns) of the <u>FIRST PART</u>.

AND

1. SRI. RAHITASAYA METE , PAN .-AMLPM3672P., son of Sri Pachu Gopal Mete , 2. SMT. SUCHITRA METE, PAN.- BOPPM7237D wife of Rahitasaya Mete both by faith :- Hindu , by Nationality :- Indian, by Occupation:- 1. Service, 2. House-wife, both are residing at Vill & P.O.- Mayapur , P.S.- Nodakhali District:- South 24 Parganas, Pin code:- 743318, hereinafter called and referred to as" the <u>PURCHASERS "(</u>which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his heirs, executors administrators , legal representatives and assigns) of the <u>SECOND PART.</u>

<u>AND</u>

(1)SMT. RITA BANERJEE (BANDHOPADHYAY), wife of Late Nirmal Baron Bandhopadhyay (2) SMT. SANTOSHI BANERJEE (BANDHOPADHYAY), wife of late Nilajo alise Baptu Bandhopadhyay (3)ABHI BANERJEE (BANDHOPADHYAY) alise <u>ABHIJIT BANERJEE</u>, son of Late Nilajo alise Bapto Bandhopadhyay, all are by faith :-Hindu, _both by Occupation:- 1&2 House-wife, & No.3 Student, all are residing at :- Village:- Putkhali, P.S:-Maheshtala,Dist:-South 24 Pgs, Kolkata:- 700140 (4) <u>KANAILAL DAS</u>, son of late Harikrishna Das ,by faith :- Hindu, by Occupation:-Business, residing at village:- Nandarampur, Police Station:-Budge-Budge, Dist:-24 Parganas(South)hereinafter called " the <u>OWNERS"</u> (which terms & expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their respective heirs, executors, administrators, representative, nominees and assigns) of the

THIRD PART.

WHEREAS Smt Rita Bandhopadhyay ,wife of Late Nirmal Baron Banerjee , Sri Nilabhro Bandhopadhyay ,son of Late Nirmal Baron Bandhopadhyay) and Smt Santoshi , wife of Late Nilajo alise Bapto Bandophyay and on Abhi Banerjee (Bandhopadhyay) alise Abhijit Banerjee ,son of Late Nilajo alise Bapto Bandophyay are jointly occupiers and Owners of property 8.25 decimals/3600 Sq.ft more or less land according to a partition Deed from Behala Registry office and Vide Registered Book No.:-I, C.D Volume No.1, Pages No.:-1106 to 1133 and Registered Partition Deed 00077 for the year of 2010 and they are jointly No.5 of this Partition Deed & theirs share portion has been described as Bengali Letter "Cha" of the said Partition Deed .

AND WHEREAS the above parties mutually partitioned the 8.25/3600 Sq.ft Land in between them and as such the above Party No.1,2 & 3 jointly got 5.50 Decimals/ 2400 Sq.ft little more or less their respective share land lying and situated at Mouza:-Putkhali, Pargana:-Balia, J.L No. 50, Touzi No. 1521, appertaining to R.S. Khatian No. 32, under R.S Dag No. 100, corresponding to L.R Dag No.150, under L.R. Khatian Nos. 1380, 1372, 1375 being Holding No. D1-2/New Mondal Para Road (Putkhali), Maheshtala Municipality, Ward No.:-31, P.O:-Doulatpur, P.S:-Maheshtala, Kolkata:- 700140, within the limits of the Maheshtala Municipality, under Ward No.31,District:- 24 Pargana(S) Additional District Sub-Registration office at Behala, District:-24Parganas (S), which morefully described in Schedule :-"A".

AND WHEREAS while in enjoyment of the aforesaid property as absolute Owners thereof said Nilabhra Banerjee sold out his share portion more or less 2.75 Decimals/ 1200 Sq.ft out of 8.25 Decimals/3600 Sq.ft to Sri **Kanailal Das who is the Party No.4** of this Deed through one registered Sale Deed from Alipore D.S.R-II, Vide Registered Book No. I, C.D Volume No. 11, Page No. from 2042 to 2056 and Registered Sale Deed No. 08848 for the Year 2012 and after purchase the said land, the said Party No .4 of this Deed mutated his name in the L.R Record and enjoying the same without any obstruction and the said property lying and situated at Mouza:- Putkhali, Pargana:- BaliaJ.L No. 50, Touzi No.1521, appertaining to R.S. Khatian No. 32, under R.S Dag No. 100, corresponding to L.R Dag No.150 under L.R. Khatian Nos. 1353, being Holding No. D1-2/A/New Mondal Para Road, after

amalgamation in between Party No. 1,2,3 & 4 through One Deed Vide Deed No. 3526 of 2015 & subsequently as per the application of Owners Maheshtala Municipality made New Holding No. D1-2/New Mondal Para Road (Putkhali) of total property i.e 8.25 decimals land under Maheshtala Municipality,Ward No.:- 31, P.O:- Doulatpur, P.S: -Maheshtala, Kolkata:-700140, within the limits of the Maheshtala Municipality, under Ward No.31, District:-24 Pargana (S) Additional District Sub-Registration office at Behala, District:-24 pgs (S) which is morefully described in Schedule:-"A".

AND WHEREAS while in enjoyment of the aforesaid property as absolute Owners thereof the Owners herein jointly decided to develop on or over the aforesaid property but due to paucity of fund they were in search of a competent Developer through whom they could construct the multistoried building of the cost and effort of the Developer.

AND WHEREAS having knowledge of such intention of the FIRST PART herein approached the to undertake the development and/or construction work in the said premises or with necessary terms & conditions which they discussed amongst them and mutually agreed to enter into this Agreement mutually. i.e <u>ALL THAT</u> piece and parcel of land measuring about more or less 5.50 Decimals/2400Sq.ft of the land of Owners No. 1 & 2 and 3 the share of Owners situated at District :-24 Parganas(S), P.S:- Maheshtala, Sub Registry Office:- Behala, Mouza:- Putkhali, Touzi No. 1521, J.L No. 50, R.S Khatian No. 32 and L.R Khatian No. 1380, 1372, 1375 under R.S Dag No.100 corresponding to L.R. Dag No. 150 No. D1-2/New Mondal Para Road (Putkhali), Maheshtala Municipality being Holding Ward No.-31, P.O- Doulatpur, P.S:- Maheshtala, Kolkata:- 700139, District:- 24 Parganas (S) within the limits of the Maheshtala Municipality under Ward No.31, District:- 24Parganas (South),morefully described in the SCHEDULE-"A" and more or less 2.75Decimals/1200 Sq.Ft land of Owner No. 4 of this Agreement lying and situated at District: 24 Parganas(s), P.S: Maheshtala, Sub Registry Office:- Behala, Mouza:- Putkhali, Touzi No. 1521, J.L No. 50, No .32 and L.R Khatian appertaining to R.S Khatian No. 1353 under R.S Dag No. 100 corresponding to L.R Dag No.150, being Holding No. D1-2/A/New Mondal Para Road (Putkhali), Maheshtala Municipality, Ward No. 31, P.O:- Doulatpur, P.S:-Maheshtala, Kolkata:-700139, District:-24 Parganas (S) within the limits of the Maheshtala Municipality under

Ward No. 31, District:-24 Parganas(S) morefully described in the Schedule:-"B" and total property including **SCHEDULE:-** "**A**" more or less 8.25 Decimals/ 3600 Sqt hereunder written and hereinafter called and referred to as "**the SAID PROPERTY**", by constructing (G+3) storied Building there-on and accordingly the Owners herein approached the Developer herein and upon several discussion held between the Parties herein the Owners appointed the Developer to construct the said(G+3) Building in terms of the Building sanction Plan which is to be obtained from the Maheshtala Municipality and the Developer has also agreed to construct the said (G+3) Storied Building upon the said property.

<u>**AND WHEREAS</u>** in terms of the said Agreement dated 22nd Day of September, 2015, the Developer have to construct the proposed Building in t he said property in accordance with the said sanctioned Building Plan, which has been under process hereunder written and hereinafter referred to as "the <u>SAID BUILDING"</u>.</u>

<u>AND WHEREAS</u> the Owners herein also executed and registered a General Power of Attorney in favour of the developer herein empowering him to develop the said Property as well as sell the portion/s of the said property to any intending Purchaser/s at his own discretion. The said General power of Attorney was executed and registered on **24th September**, **2015** in the Office of the Additional District Sub-Registrar at Budge-Budge and recorded in Book No. IV, C.D Volume No. <u>1610</u>, Pages from <u>1365 to 1386</u>., Being No. <u>161000185</u> for the year <u>2015</u>.

<u>AND WHEREAS</u> in terms of the said Agreement dated Owners have given the above mentioned General Power of Attorney on 24th September, 2015 in favour of the said Developer and accordingly the said Developer has to construct the proposed Building and declare for absolute sale in advance, one self contained Flat situated on the **South-East side**, being **Flat No. 2B** in the said Building and on coming to know the intention of the Developer, thePurchaser herein has approached the Developer for purchasing the said Flat on the **2nd Floor**, being **Flat No. 2B**, measuring about **950 (Nine Hundred Fifty)** Sq/Ft super built up area more or less in the said proposed building being Municipal Premises No D1-2/New Mondal Para Road(Putkhali), MAheshtala, Ward No. 31, P.O:- Doulatpur District:-24 Parganas (South), Kolkata:-700140, morefully described in the <u>SCHEDULE :-"C"</u> hereunder

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written and hereinafter referred to as "the <u>SAID FLAT</u>" will be complete and in habitable condition in all manner together with undivided proportionate share or interest in the land to the said property upon which the Building is being constructed together with all right and privileges in common areas and facilities and amenities provided or to be provided in the said proposed Building, which is morefully described in the <u>SCHEDULE:-"C"</u> hereunder written and the purchaser having duly taken inspection of all the title deeds and documents relating to the said property and Building Plan duly sanctioned by the Maheshtala Municipality and also satisfied herself with regard to the title of the Owners as well as Authority of the developer as also with regard to the areas, dimension measurement and all other details concerning the proposed Building as aforesaid and has agreed to purchase the same for the consideration and/or terms and conditions hereinafter contained.

AND WHEREAS the developer has duly accepted the said offer of the Purchaser and as greed to sell the said proposed flat on the proposed Building i.e on 2nd **Floor, South - East** side being **Flat No.2B** measuring about **950 (Nine Hundred Fifty)** more or less Sq/ft super built- up area more or less in the said proposed Building to be completed in all respect and in habitable condition together with undivided Proportionate Share or interest in the land together with the proportionate share in common areas and rights and privileges in the user of the facilities, utilities and amenities to be provided in the said proposed building at or for a total consideration of **Rs. 23,98,750/- (Rupees:-Twenty Three Lakh Ninety Eight Thousand Seven Hundred Fifty)** only out of which **Rs.23,75,000/- (Rupees:-Twenty Three Lakh Seventy Five Thousand)** only for the said flat and GST **Rs. 23,750/-(Rupees:-Twenty Three Thousand Seven Hundred Fifty)** only.

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY MUTUALLY AGREED

AND DECLARE BY AND BETWEEN THE PARTIES HERETO as follows:-

That the Developer herein has agreed to sell and the Purchaser herein has agreed to purchase the said proposed flat at the proposed Building on the Second Floor, South-East side, Being Flat No.2B, measuring about 950 (Nine Hundred Fifty) Square Feet Super built –up area more or less in the said proposed building will be construct and complete in all manner and habitable condition as referred in

<u>SCHEDULE:-C</u> hereunder, together with undivided proportionate share of interest in he land and the common area/ facilities/amenities provided thereat, morefully and particularly described in the <u>SCHEDULE:-"C</u>" hereunder written, together with all right and privileges in the common parts and common areas of the said Building, at or for a total consideration of **Rs. 23,98,750/- (Rupees:-Twenty Three Lakh Ninety Eight Thousand Seven Hundred Fifty)** only

- It is recorded that prior to the execution of this Agreement, the Purchasers has 2. Duly inspected all the title, deeds and documents relating to the said property including the said Development Agreement dated 24the September, 2015 made between the Owners and the developer herein and has duly satisfied herself with regard to the title of the Owners in respect of the said property and/or to the rights of the developer for developing the said building with the authority and being satisfied has agreed to purchase the proposed said Flat and she undertakes not to raise any question or objection in respect of the title of the Owners and the right of the Developer of the construction of the Building in any manner whatsoever and the Purchasers has duly approved the Plan, Specification elevations, designs and lay out of the said Building as well as of the said flat.
- **3.** It is made clear that in calculating the consideration money of the covered areas, the areas of the other walls and pillars including the proportionate space covered by the common passage, stair case landing lofts or any common areas like pump room, meter room, etc. which will be used commonly have also been taken into account in respect of the proportionate area attributable to the said flat.
- **4.** It is agreed and made cleared that the Purchasers herein shall have proportionate share in the common areas and facilities, as mentioned in the <u>SCHEDULE:-"D"</u> hereunder written and that each of the purchasers of the Proportionate share of land underneath respective Flat/s, Space/s in the said proposed Building including the Purchaser herein shall in like proportion be liable to bear and pay the cost of maintenance of the common areas and facilities, morefully described

in the <u>SCHEDULE:- "F"</u> hereunder written and the appointment of such maintenance costs, charges and expenses shall be made by the Developer on the basis of the respective spaces to be acquire by the different Purchasers and the same shall be conclusive and final and binding.

5. That at the time of execution of this Agreement the Purchaser has paid the Advance money being a sutof Rs. 5,00,000/- (Rupees:- Five Lakh) only out of the said consideration of Rs. 23,98,750/- (Rupees:-Twenty Three Lakh Ninety Eight Thousand Seven Hundred Fifty) only as aforesaid and the balance amount amount of Rs. 18,98,750/- (Rupees:- Eighteen Lakh Ninety Eight Thousand Seven Hundred Fifty) only as aforesaid and registration by installments.

A.	At the time of booking the Flat	:-	20%
B.	At the time of 1^{st} roof dhalai the Flat	:-	20%
C.	At the time of 2nd roof Dhalai	:-	20%
D.	At the time of 3rd roof Dhalai	:-	10%
E.	At the time of 4^{th} roof Dhalai	:-	10%
F.	At the time of Plaster inside & outside of the said	flat:-	15%
G.	At the time of before Registry	:-	5%

6. That the Developer shall complete the construction of the said Flat in all respect as mentioned in the SCHEDULE-"C" within 2 (Two) years after getting the date of agreement and the developer shall give possession there to the Purchaser subject to the payment of the consideration money and terms and conditions herein contained within aforesaid period save and except force majeure i.e., Flood, earthquake water logging, tempest, civil commotion, strike, riot or war and other acts of God and local hazards and such situations and conditions over which the developer may not has any control.

- 7. That save and except the said Flat agreed to be acquired the Purchasers as per particular set out in <u>SCHEDULE:-"C"</u> hereunder written, the Purchasers shall have no claim in any way of any nature whatsoever except the right of common user user in respect of all the common areas including roof, statutory open spaces, lobbies, staircase of the said Building.
- **8.** That it is hereby clearly understood by the purchaser that under no circumstances the possession of the said Flat be given to the purchaser until and unless full and final payment required to be made under this Agreement by the Purchasers is paid in full to the Developer as stated herein.
- **9.** That the Purchasers shall not make any structural change, addition or alteration or division or partition in the said Flat without written consent of the developer.
- 10. That the Developer has agreed to construct the said Building only with I.S.I Standard quality materials and with good workmanship as per Specification set out in <u>SCHEDULE:-"E"</u> hereunder written.
- **11.** That if the Developer fails and /or neglects to execute and /or register the Deed of Conveyance and/or give possession of the said Flat in favour of the Purchasers in favour of their nominee or nominees after full payment of the total consideration money, in that event the Purchasers shall be entitled to get the relief enforcing the instant specifically under specific Relief Act in any competent court.
- 12. That if the Purchasers not willing to have the schedule flat & cancelled the said Agreement within 15 days from the date of this Agreement, in that case the Developer shall refund the advance money to the Purchaser after deducting 10% from there towards damages and miscellaneous charges and if the Purchaser/ Purchasers cancelled the said agreement after 15 days from the date of this

agreement and in that case the Developer shall refund the advance money to the Purchaser after deducting10% from there against the agreed flat value and in both case the Developer refund the same after one year from the date of this agreement

- **13.** That if the Purchasers will unable or not willing to Purchase the Schedule flat and referred to his/her nominee for purchase the said flat against this agreement and in that case the said nominee has to pay to the Developer 2% extra value of the agreed flat value.
- **14.** That the Developer shall arrange to prepare the Deed of Conveyance /s in respect of the said Flat by its Advocate and the Purchaser shall bear all the costs and expenses towards the Advocate's fees, cost of stamp papers, Registration fees and other incidental expenses thereto in respect thereof which is 8.5% as per the Govt valuation of the SCHEDULE Flat.
- **15.** That from the date of possession of the said flat its completion in all respect the Purchaser herein shall pay the proportionate share of maintenance charges of all the common amenities and facilities and utilities of the said Building, as specified in the <u>SCHEDULE:-"F"</u> hereunder written and pay all taxes thereof proportionately.
- 16. That the Purchasers shall entitled to cause mutation of the said Flat and be liable to pay the rates and taxes wholly for his said Flat and proportionately for common areas and common portions without any fail.
- **17.** That if however, for any willful direct or deliberate negligence or default on the part of the Developer to construct the Said Building and the delivery of possession by the Developer of the said Flat does not become possible, then the Developer shall be bound to refund the amount so far paid by the Purchaser with prevailing Bank loan interest thereon.

18. That the Purchasers shall pay the electric charges both main and sub-meter.19. That after delivery of possession of the said Flat to the Purchaser, the responsibility of the Developer shall cease and the Purchaser shall not has any claim demand against the Owners and/or Developer in respect of any defects thereto.

- **20.** That the ultimate roof of the proposed Building shall be common used by all the Purchasers as well as the Co-Owners of the said Building.
- **21.** That the intending Buyer/s of the Flat/s or space/s of the said proposed Building shall has the easement right of ultimate roof occasionally subject to the prior permission of the Developer, for the purpose of inspection of the overhead water tank as also for the purpose of installation of Radio Aerial, T.V Antenna and for adjustment of such aerial and antenna and the said ultimate roof will be maintained by the Developer and in case of Association is formed then by the Association.
- 22. The name of Building will be christened as "RADHA GARDEN _".
- **23.** That the Developer has right to construct Building as 3th and 4th storied upon the roof of the proposed Building of the Budge-Budge Municipality grant permission to the effect and the Purchaser could not raise any objection against the same and at the time of continuation of the said Multi- Storied building at the schedule property but if the building is not completed before formation of the association of the Owners of Flats then the Developer has to take permission from the standing association for extending G+III to above.
- **24.** That this contract shall be executed and deemed to be concluded within the jurisdiction of District Judge, South 24 Parganas, which Learned Court shall , has the jurisdiction in the event of any dispute whatsoever between the Party hereto arises .
- **25.** That after payment of full consideration money, the Purchasers can change the internal arrangement in the said Flat at his own choice and discretion at his own cost.
- **26.** That after completion of the proposed Flat, the Purchaser shall bound to pay all consideration money to the Vendor and the Purchasers shall also bound to execute and register the said Flat in his name within 1(One) month after completion of the Flat otherwise ought to cancel the said agreement.
- **27.** That the Purchasers could not claim for excess accessories of the said Flat.

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THAT THE PURCHASER SHALL NOT :-

- A. Use the said Flat in such manner or commit anything which in any manner causes nuisance or annoyance to the other Purchaser and/or Owners and/or occupiers of the other portions of the said Building and/ or to the Owners and/or occupiers of neighboring properties.
- B. Use the said Flat or permit the same to be used for any purpose other than the purpose for which the same is purchased.
- C. Allow the storage of any goods, articles and things in the staircase, lobbies or other common parts of the said Building or any portion thereof.
- D. Block or permit the Blocking of the staircase, lobbies or other common
 Parts of the building or any portion thereof.
- E. Bring, keep or store any inflammable or combustible goods, articles and things in or upon the said Flat except cooking gas and kerosene for domestic purpose.
- F. Display or put up any neon sign board on the other walls of the said Flat or any part of the said Building.

Notwithstanding anything to the contrary herein contained it is made clear that the rights and obligations as between the Owners and the Developer shall be governed by the said Development Agreement dated 22^{nd} September, 2015.

SCHEDULE-"A" ABOVE REFERRED TO

(DESCRIPTION OF THE PROPERTY OF OWNERS NO. 1 TO 3)

ALL THAT piece and parcel of land measuring about 5.50 Decimals/2400 Sq.ft be the same a little more or less situate and lying at Mouza:-Putkhali, Pargana:- Balia, J.LNo.50, Touzi No. 1521, appertaining to R.S. Khatian No.32, under R.S Dag No.100, corresponding to L.R Dag No. 150, under L.R. Khatian Nos.1380, 1372, 1375 being Holding No. D1-2/New Mondal Para Road (Putkhali) Maheshtala Municipality, Ward No.:-31, P.O:- Doulatpur, P.S:- Maheshtala, Kolkata:- 700140, within the limits of the Maheshtala Municipality, under Ward No. 31, District 24 Parganas(S) Additional District Sub- Registration office at Behala, District:- 24 Parganas(S), Kolkata:-700140,

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SCHEDULE-"B" ABOVE REFERRED TO (DESCRIPTION OF THE PROPERTY OF OWNER NO.4)

ALL THAT piece & parcel more or less 2.75 Decimals Decimals/1200 Sq.ft Sali Land lying and situated under same District, P.S Mouza, R.S Khatian No.32 & R.S Dag No. 100 and L.R Dag No.1 50. the L.R Khatian No. 1353 of the portion of Owner No. 4 and L.R Khatian No. 1353 being Holding No. D1-2/A/New Mondal Para Road (Putkhali) Maheshtala Municipality, Ward No.:-31, P.O:- Doulatpur, P.S:- Maheshtala, Kolkata:- 700140, within the limits of the Maheshtala Municipality, under Ward No. 31, District 24 Parganas(S) Additional District Sub-Registration office at Behala, District:- 24 Parganas(S), Kolkata:-700140.

SCHEDULE-"C" ABOVE REFERRED TO

(DESCRIPTION OF THE PROPERTY OF OWNER NO.1-4 AFTER AMALGAMATION)

ALL THAT piece and parcel of land measuring about 8.25 Decimals/3600 Sq.ft more or less be the same a little more or less situate and lying at Mouza:-Putkhali, Pargana:-Balia, J.L No. No. 50, Touzi No. 1521, appertaining to R.S. Khatian No. 32, under R.S Dag No. 100, corresponding to L.R Dag No. 150, under L.R. Khatian Nos. 1380, 1372,1375 & 1353 being Holding No. after amalgamation is D1-2/New Mondal Para Road (Putkhali), Maheshtala Municipality, Ward No:- 31, P.O:- Doulatpur, P.S:-Maheshtala, Kolkata:- 700140 within the limits of the Maheshtala Municipality, Additional District Sub-Registration Office at Behala District:- 24 Parganas (S) together with all right title and interest and right of easements thereto, being butted and bounded in the manner:-

ON THE NORTH	:	R.S Dag No.99
ON THE SOUTH	:	10ft wide Common Passage
ON THE EAST	:	Smt. Nilima Bandyopadhay & Others Land.
ON THE WEST	:	Sri Amal Baran Bandyopadhay & Others Land.

SCHEDULE-"D" ABOVE REFERRED ABOVE TO

(DESCRIPTION OF THE SAID FLAT)

<u>ALL THAT</u> the piece and parcel of proposed one self contained Flat situated on the Straight G+ III Stories on the **South-Wesst** Portion, **2**nd **Floor**, being **Flat No.2B** measuring about **950 (Nine Hundred Fifty)** Square Feet super built up area 10% more or less consisting of 2 (Two) Bed rooms,1 (One) Dining cum-Kitchen , 2 (Two) toilets and 1 (One) living of the said Building with undivided proportionate share or interest in the land, asdescribed in the <u>SCHEDULE:-"A</u> hereinabove written and together with proportionate share in the common areas including common facilities and amenities to be provided in the said Flat lying and situate at being the Municipal Premises No.D1-2/NEW, Mondal Para Road Ward no.- 31, P.S. Maheshtala, Kolkata-700140, District:-24 Parganas (South.)

SCHEDULE-"E" ABOVE REFERRED TO

(DESCRIPTION OF THE SPECIFICATION)

✤ <u>SUPER STRUCTURE:-</u>

R.C.C column with R.C.C beams(framed structures) with R.C.C floors as per sanctioned Plan to be sanctioned by the Maheshtala Municipality.

BRICK WALL:-

All the external walls shall be of 200mm. thick brick wall with Cement Plaster, all internal portion walls shall be 75mm. thick brick walls with both side cement plaster.

DOORS :-

All doors made Sal Wood -Frem and flush door , Steel Door Bol (only main Door) and vision apparatus shall be provided to the main door.

✤ <u>WINDOWS:</u>-

All the windows shall be steel frame with integrated grill (18mm*5mm) with Sliding window with one coat of primer over a coat Red-Oxide paint and one coat synthetic enamel paints.

FLOORING:-

All the flooring shall be Marble floor as per developer requirement with No.2multi colour marble, Putti and skirting in 100 mm heights ,Toilets shall have 6'high white glazed tiles over skirting on all sides, kitchen shall have 2''-6'' height glazed tiles over the table top

of 5'black stone and also a steel (24'*12') 18 gage sink.

♦ TOILET WILL COMPRISE OF THE FOLLOWING:-

- A. One commode with PVC flushing cistern on of white color and one Hindustan Commode.
- **B.** One Shower with central valve.
- **C.** Two taps.
- **D.** Wash basin 20'*16"/ corner basin of white colour only dining place .
- **E.** Provision for exhaust fan.

✤ <u>STAIR CASE</u>:-

The staircase will have the following:-

- **A.** Flooring with marble and 4" skirting or Floor tiles.
- **B.** Railing of 3" steel railing of 3'-0" height.

✤ <u>ELECTRICAL INSTALLATION:-</u>

All the internal wiring shall be concealed in polythene conduits, all wires shall be of compare all switch bearing of M.S Flush with walls with ISI brand. Evader only 2 Bed Rooms and Dining Place Two Point each

✤ <u>STANDARD PUMP SET:-</u>

Reputed Company with I.S.I Stamp.

✤ <u>OVERHEAD RESERVOIRS:-</u>

Pattern Tank and in the capacity each tank 1000 LTR

✤ INTERNAL FINISHING TO WALLS:-

All internal walls, ceilings, rooms, verandah, kitchen-cum-dining, living and toilets shall be finished in Putti.

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SANITARY & PLUMBING:-

All the internal horizontal soil and waste water pipes shall be of 50mm and 100mm dia C.I/P.V.C pipes joint in cement. All the Vertical soil vent and waste pipes shall be in 50mm to 100 mm. dia C.I/P.V.C pipes joint with cement mortar and exposed to walls. All the rain water pipes shall be 100mm. dia in good quality.

CALLING BELL:-

Calling bell arrangement of each Flat with provision of switches on the wall near the the entrance door and also at the main entrance.

✤ <u>MAINENTRANCE:-</u>

One collapsible gate will be provided at the main entrance of the Building.

SCHEDULE-"F" ABOVE REFERRED ABOVE TO

(DESCRIPTION OF THE COST/EXPENSES AND OUTGOINGS AND OBLIGATIONS FOR WHICH ALL PURCHASERS AND OWNERS ARE TO BE CONTRIBUTED PROPORTIONATELY)

- A. The expenses for maintaining, repairing, re-decorating of the main structure and in particulars the roof drainage system, sewerage, rain water, discharge arrangement water supply system and supply of electricity to all common areas.
- B. The expenses of repairing, maintaining, white washing and colour washing of the main structure of the Building including the exterior of the Building.
- C. The cost of the maintenance of the lift, periodical repairing, replacement of lift or any parts thereof and expenses towards the lift man etc.(if installed).
- D. The costs of cleaning and lighting the entrance of the Building and the passage and space around the Building, corridors, staircase and such other common areas.
- E. Building taxes and other taxes whatsoever as may be found payable on account of the said building.
- F. The cost of the Security Guard and Caretaker as may be employed in the said building.

- G. All other expenses of common services and common with common areas facilities
- H. Besides the above the Purchaser shall have to pay the extra charges and deposit as follows:-

::DETAILS OF MANDATORY COSTS & DEPOSITS ::-

A.	Generator	-	@ Rs. 30/ Square Feet (if required)
B.	Transformer	-	@ Rs. 40/ Square Feet (if required)
	Or Electric Meter	-	Total Rs. 20,000/-(Rupees:-Twenty Thousand) Only. or required
C.	GST	-	Extra as application

D. 1 year lock –in period.

Terms & Conditions Apply

SCHEDULE-"F" ABOVE REFERRED ABOVE TO

(DESCRIPTION OF THE COST/EXPENSES AND OUTGOINGS AND OBLIGATIONS FOR WHICH ALL PURCHASERS AND OWNERS ARE TO BE CONTRIBUTED PROPORTIONATELY)

- **A.** The expenses for maintaining, repairing, re-decorating of the main structure and in particulars the roof drainage system, sewerage, rain water, discharge arrangement water supply system and supply of electricity to all common areas
- **B.** The expenses repairing, maintaining, white washing and colour washing of the main structure of the Building including the exterior of the Building.
- **C.** The cost of the maintenance of the lift, periodical repairing, replacement of lift or any parts thereof and expenses towards the lift man etc. (if installed).
- **D.** The costs of cleaning and lighting the entrance of the Building and the passage & space around the Building ,corridors, staircase and such other common spaces.
- **E.** Building taxes and other taxes whatsoever as may be found payable on account of the said building.
- **F.** The cost of the Security Guard and Caretaker as may be employed in the said building.
- **G.** All other expenses of common services and common with common areas facilities

<u>IN WITNESS WHEREOF</u> the Parties hereto have hereunto set and subscribed their respective hands on the day, month and year first above written.

SIGNED, SEALED & DELIVERED:-

By the Parties at Kolkata:-

In the presence of :-

WITNESSES:-

1.

2.

.....

Signature of the **DEVELOPER**

.....

Signature of the **PURCHASER**

Drafted By:-

<u>Computer Print by:-</u>

<u>RECEIVED</u> of and from the within named Purchaser the within mentioned sum of **Rs. 5,00,000/-(Rupees:- Five Lakh)**only towards the earnest money and/ or Advance out of the total consideration of **Rs. 23,98,750/- (Rupees:-Twenty Three Lakh Ninety Eight Thousand**

Seven Hundred Fifty) only this Deed as per Memo below:-

<u>MEMO</u>

1.	Paid by Cash RBI Note dt 21.06.2019			50,000 /-
2.	Paid by Cheque. No. Drawn on State Bank of India Kol-700137	dt 24.06.2019 , Budge Budge Branch	Rs.	4,50,000 /-

Total

Rs. 5,00,000/-

(Rupees:- Five Lakh) only

WITNESSES:-

1.

Signature of the **DEVELOPER**