

AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE is made on this the day of March, Two
Thousand Seventeen (2017) Anno Domini,

Contd. toP/2

BETWEEN

(1) SRI MANICK LAL NASKAR, (PAN : ARAPN7925J), son of Late Narendra Nath Naskar, by faith Hindu, by occupation - Business, residing at Mahamayapur, P.O. Garia, P.S. Sonarpur, Kolkata – 700084, (2) **SMT. JAYANTI NASKAR**, (PAN : ACWPN7421J), wife of Late Nirapada Naskar, by faith – Hindu, by occupation – Retired Person, residing at Mahamayapur, P.O. Garia, P.S. Sonarpur, Kolkata – 700084, (3) **SRI AVISHEK NASKAR**, (PAN : AIXPN5023H), son of Late Nirapada Naskar, by faith Hindu, by occupation - Service, residing at Mahamayapur, P.O. Garia, P.S. Sonarpur, Kolkata – 700084 & (4) **SRI ANIRBAN NASKAR**, (PAN : AOQPN 0629A), son of Late Nirapada Naskar, by faith Hindu, by occupation – Student, residing at Mahamayapur, P.O. Garia, P.S. Sonarpur, Kolkata – 700084, hereinafter called in referred to as the “**LANDOWNERS**”/ “**FIRST PARTY**” (which term or expression shall unless excluded by or otherwise repugnant to the subject or context, be deemed to mean and include their heirs, successors, executors legal representative, administrators and assigns) being the party of the **FIRST PART**.

M/S. WYND ENTERPRISE, a Partnership Firm, having its place of business at S1-KMDA Market Complex, B.P. Township, P.O. & P.S. Patuli, Kolkata – 700094, represented by its Partners namely **(1) SRI MIHIR NASKAR**, (PAN : AEQPN6905D), son of Manick Lal Naskar, by faith – Hindu, by occupation - Business, residing at Near Katherbari, Fartabad, P.O. Garia, Kolkata – 700084, (2) **SMT. RUPALI NASKAR**, (PAN : ADIPN2726K), wife of Arun Naskar, by faith – Hindu, by occupation - Business, residing at Near Katherbari, Fartabad P.O. Garia, Kolkata – 700084, & (3) **SRI DIPANKAR NASKAR** (PAN :

AEUPN8100Q), son of Amar Chandra Naskar, by faith Hindu, by occupation – Business, residing at Mahamaya Mandir Road, P.O. Garia, P.S. Sonarpur, Kolkata – 700084, (4) **SRI PRABIR PUTATUNDA** (PAN : ANAPP4764D), son of Late Sushil Putatunda, by faith Hindu, by occupation – Business, residing at Mahamaya Mandir Road, P.O. Garia, P.S. Sonarpur, Kolkata – 700084 (5) **SRI SANJAY BISWAS** (AOYPB7450B) son of Tarit Kr Biswas, by faith Hindu, by occupation – Business, residing at Biswas Bhawan Mahamayatala MondalPara, Nazrul Park, P.O. Garia, P.S. Sonarpur, Kolkata – 700084 hereinafter called and referred to as the **DEVELOPERS** (which expression shall unless excluded by or repugnant to the context be deemed to mean and include their heirs, successors and assigns) of the **OTHER PART**.

ONE PART

Represented by her duly appointed **Constituted Attorneys viz (1) SRI MIHIR NASKAR**, son of Manick Lal Naskar (2) **SMT. RUPALI NASKAR**, wife of Sri Arun Naskar (3) **SRI DIPANKAR NASKAR** son of Amar Chandra Naskar, (4) **SRI PRABIR PUTATUNDA** son of Late Sushil Putatunda, Partners of the Partnership Firm **M/S. WYND ENTERPRISE**, a Partnership Firm, having its place of business at S1-KMDA Market Complex, B.P. Township, P.O. & P.S. Patuli, Kolkata – 700094, vide registered General Power Of Attorney dated 26th day of December, Book-I Volume No.-1629-2017, Page from 135239 to 135277 Being No.- 162905028 for the year 2017 of the Office of the Additional District Sub – Registrar at Garia, of the **FIRST PART**

AND

M/S. WYND ENTERPRISE, a Partnership Firm, having its place of business at S1-KMDA Market Complex, B.P. Township, P.O. & P.S. Patuli, Kolkata – 700094, represented by its Partners namely **(1) SRI MIHIR NASKAR**, son of Manick Lal Naskar, by faith – Hindu, by occupation - Business, residing at Near

Katherbari, Fartabad P.O. Garia, Kolkata – 700084, (2) **SMT. RUPALI NASKAR**, wife of Sri Arun Naskar, by faith – Hindu, by occupation - Business, residing at Near Katherbari, Fartabad P.O. Garia, Kolkata – 700084, (3) **SRI DIPANKAR NASKAR**, son of Amar Chandra Naskar, by faith Hindu, by occupation – Business, residing at Mahamaya Mandir Road, P.O. Garia, P.S. Sonarpur, Kolkata – 700084, & (4) **SRI PRABIR PUTATUNDA**, son of Late Sushil Putatunda, by faith Hindu, by occupation – Business, residing at Mahamaya Mandir Road, P.O. Garia, P.S. Sonarpur, Kolkata – 700084, (5) **SANJAY BISWAS** son of Tarit Kr Biswas, by faith Hindu, by occupation – Business, residing at Biswas Bhawan Mahamayatala MondalPara, Nazrul Park, P.O. Garia, P.S. Sonarpur, Kolkata – 700084 herein after called and referred to as the “**DEVELOPER**” (which expression shall unless excluded by or repugnant to the subject or context shall deem to mean and include the Partners for the time being and from time to time constituting the Partnership Firm , the survivor of them, their respective heirs, legal representatives, executors, successors and assigns, successors – in –interest and /or assigns as the case may be) of the **SECOND PART.**

AND

SRI. Son of Sri, By Faith, Occupation –, By Nationality – Indian, residing at....., hereinafter called and referred to as the **PURCHASER** (which term or expression shall unless otherwise excluded by or repugnant to the subject or context be deemed to mean and include her legal heirs, executors, representatives, administrators and / or assigns) of the **THIRD PART.**

WHEREAS in this Agreement unless be contrary or repugnant to the context the following words or terms shall have the following meaning:

- i) **THE LANDOWNER** shall mean the said **(1) SRI MANICK LAL NASKAR**, son of Late Narendra Nath Naskar, by faith Hindu, by occupation - Business, residing at Mahamayapur, P.O. Garia, P.S. Sonarpur, Kolkata – 700084, (2) **SMT. JAYANTI NASKAR**, wife of Late Nirapada Naskar, by faith – Hindu, by occupation – Retired Person, residing at Mahamayapur, P.O. Garia, P.S. Sonarpur, Kolkata – 700084, (3) **SRI AVISHEK NASKAR**, son of Late Nirapada Naskar, by faith Hindu, by occupation - Service, residing at Mahamayapur, P.O. Garia, P.S. Sonarpur, Kolkata – 700084 & (4) **SRI ANIRBAN NASKAR**, son of Late Nirapada Naskar, by faith Hindu, by occupation – Student, residing at Mahamayapur, P.O. Garia, P.S. Sonarpur, Kolkata – 700084 and further mean and include her legal heir/ heirs, representatives, executors, administrators and / or assigns as the case may be.
- ii) **THE PURCHASER** shall mean said **SRI.**Son ofand it include her heirs, successor/ successors, legal representatives, administrators and / or assigns.
- iii) **THE DEVELOPER** shall mean and include **M/S. WYND ENTERPRISE**, a Partnership Firm, having its place of business at S1-KMDA Market Complex, B.P. Township, P.O. & P.S. Patuli, Kolkata – 700094, represented by its Partners namely (1) **SRI MIHIR NASKAR**, , son of Manick Lal Naskar, by faith – Hindu, by occupation - Business, residing at Near Katherbari, Fartabad P.O. Garia, Kolkata – 700084, (2) **SMT. RUPALI NASKAR**, wife of Sri Arun Naskar, by faith – Hindu, by occupation - Business, residing at Near Katherbari, Fartabad P.O. Garia, Kolkata – 700084, (3) **SRI DIPANKAR NASKAR**, son of Amar Chandra Naskar, by faith Hindu, by occupation – Business, residing at Mahamaya Mandir Road, P.O. Garia, P.S. Sonarpur, Kolkata – 700084, (4) **SRI PRABIR PUTATUNDA** son of Late Sushil Putatunda, by faith Hindu, by occupation –

Business, residing at Mahamaya Mandir Road, P.O. Garia, P.S. Sonarpur, Kolkata – 700084, (5) **SRI SANJAY BISWAS (AOYPB7450B)** (which expression shall unless excluded by or repugnant to the subject or context shall deem to mean and include the Partners for the time being and from time to time constituting the Partnership Firm , the survivor of them, their respective heirs, legal representatives, executors, successors and assigns, successors – in –interest, executors, representatives and /or assigns as the case may be).

iv) **THE LAND OR SAID PREMISES** shall mean **ALL THAT** piece or parcel of well demarcated lands measuring about 12 (Twelve) Cottahs 10 chitaks 44 sq.ft. be the same or a little more or less being part of R. S. Dag No.- 1107/1896 appertaining to R.S. Khatian No.-1371 (area 5 katha 15 chatak 29 sq.ft.) and R. S. Dag No.- 1205 appertaining to R.S. Khatian No.- 66(area 6 katha 11 chatak) in Mouza – Barhansfartabad, J.L. No.- 47 Pargana – Medanmalla, Touzi No.- 109 being Holding No.- 23, Mahamayapur West within Ward No.- 28 of Rajpur Sonarpur Municipality, Kolkata – 700084, P.S. – Sonarpur, District – South 24 Parganas, together with easements thereon.

v) **THE BUILDING** shall mean all that G+4 storied building presently under construction on the land / said Premises so stated and morefully described in the FIRST SCHEDULE hereunder written in accordance with the sanctioned **Building Plan No.- 204/CB/28/96 Dated 31/12/2018** of the Rajpur Sonarpur Municipality and comprising of several self – contained residential Flats and Car Parking Spaces to be sold on Ownership basis.

vi) **THE PLAN** shall mean Building Plan No. **Building Plan No.- 204/CB/28/96 Dated 31/12/2018** duly Sanctioned by the Rajpur Sonarpur Municipality.

- vii) **THE FLAT / UNIT** shall mean and include all that one self-contained residential Flat (presently under construction and to be finished in decent habitable condition by the Developer in accordance with the Specification so particularly mentioned in the Schedule written hereafter) being **Flat No.-.....** having the Carpet AreaBuild up area.....Super built – up area of **Square feet** more or less and lying on the **Side** of the**Floor** of the said G+4 storied building, and so agreed to be sold by the Developer hereof unto and in favour of the Purchaser hereof together with undivided proportionate and impartible share of land attributable thereto of the said premises, as well as with right and interest on all common areas, facilities, amenities and provisions attached to and available with the said Flat of the Building in terms of the provisions of the present Agreement and, more particularly described in the SECOND SCHEDULE hereunder written.
- viii) **COMMON AREAS** shall mean such portions and / or areas of the land, building and its constructed spaces specified for collective use and enjoyment by the Occupiers of the building including the Purchaser hereof.
- ix) **COMMON EXPENSES** shall mean such expenses so to be borne by the Purchasers hereof along with other Co- owners of the building for preservation, maintenance and operation of all common services, facilities and provisions attached to and available with land and building.
- x) **THE ORIGINAL AGREEMENT** shall mean the Regd. Agreement for Development dated 25th day of August, 2017 so entered into by and between the Landowners / Vendors of the First Part and the Developer hereof in respect of development of the land / Said Premises of the Landowner in accordance with the terms and conditions of the said Agreement, Book-I, Volume No.- 1629-2017, page from 109900 to 109936 Being No162904239 for the year 2017 of the Office of the Additional District Sub – Registrar at Garia.

xi) THE DATE OF DELIVERY shall mean the prospective time i.e. within **15th May of, 2021** when the physical possession of the concerned Flat shall be delivered by the Developer hereof to the Purchaser upon completion of the entire construction work of the said Flat being **Flat No.- and** upon full payment of the entire Consideration Price so agreed hereunder by the Purchaser to the Developer hereof.

WHEREAS one Rabindra Narayan Sarkar son of Late Jatindra Nath Sarkar of 15, Mani Mukherjee Road, Ballygunge, Kolkata – 700019 as lawful owner while absolutely seized and possessed of or otherwise well and sufficiently entitled to the piece of land absolutely sold, conveyed and transferred against valuable consideration a piece and parcel of land measuring about 22 decimals comprised in R.S. Dag No. 1205 appertaining to R.S. Khatian No. 66 within Mouza – Barhans Fartabad, J.L. No. 47, Pargana – Medanmalla, Touzi No. 109, within P.S. Sonarpur, Dist. South 24 Parganas, by a Bengali Deed of Conveyance executed and registered on 14.11.1975 in the office of the District Sub-Registrar, Alipore, 24 Parganas (South) and recorded there in Book No.I, Volume No. 229, pages from 34 to 41, being Deed No. 8997 for the year 1975, jointly to Sri Manicklal Naskar Owner No.1 herein and Nirapada Naskar (since deceased) predecessors of Owner Nos. 2 to 4 herein.

AND WHEREAS one Snehalata Dutta wife of Monoranjan Dutta as lawful owner while absolutely seized and possessed of or otherwise well and sufficiently entitled to the piece of land absolutely sold, conveyed and transferred against valuable consideration the piece and parcel of land measuring about 10 ½ decimals comprised in R.S. Dag No. 1108/1896 appertaining to R.S. Khatian No. 1371 within Mouza – Barhans Fartabad, J.L. No. 47, Pargana – Medanmalla, Touzi No. 109, within P.S. Sonarpur, Dist. South 24 Parganas, by dint of a Bengali Deed of

Conveyance executed and registered on 10.01.1978 in the office of the Sub-Registrar, Sonarpur, 24 Parganas and recorded there in Book No.I, Volume No. 5, pages from 92 to 96, being Deed No. 37 for the year 1978, jointly to Sri Maniklal Naskar Owner No.1 herein and Nirapada Naskar (since deceased) predecessors of Owner Nos. 2 to 4 herein.

AND WHEREAS Manick Lal Naskar son of Late Narendra Nath Naskar, Jayanti Naskar wife of Late Nirapada Naskar, Avishek Naskar, son of Late Nirapada Naskar and Anirban Naskar, son of Late Nirapada Naskar as lawful owner absolutely seized and possessed on partition deed peace and parcel of land on measuring at 6 Cottah 11 Chittaks 0 sq.ft. deed on registered at ADSR Garia dated on 27.02.2017 deed No. 162920459, Volume No. 1629-2017, Book No. 1 page 11386 to 11406.

AND WHEREAS said Nirapada Naskar while thus jointly seized and possessed the aforesaid property and other properties with his brother Sri Maniklal Naskar Owner No. 1 herein died intestate on 20.03.2005 leaving behind his widow Smt. Jayanti Naskar, Owner No. 2 herein and two sons namely Sri Avishek Naskar and Sri Anirban Naskar respectively Owner No.3 and 4 herein as his legal heirs and successors who jointly entitled to the said land and other properties of said Nirapada Naskar in equal share by virtue of inheritance.

AND WHEREAS the Owners herein absolutely seized and possessed of or otherwise well and sufficiently entitled to the said property free from all encumbrances whatsoever or howsoever nature, having a good and marketable title in respect of the said property the Owners herein being desirous of promoting and developing the land measuring 6 Cottah 11 Chittaks 0 sq.ft. out of 22

decimals comprised in R.S. Dag No. 1205 appertaining to R.S. Khatian No. 66 and land measuring 5 Cottah 5 Chittaks 29 sq.ft. out of 10½ decimals comprised in R.S. Dag No. 1107/1896 appertaining to R.S. Khatian No. 1371, J.L. No. 47, R.S. No. 7, touzi No. 109 of Mouza Barhans fartabad, P.S. and A.D.S.R. Office at Sonarpur total land measuring 13 cottah 3 chittaks 23 sq.ft. which is morefully and particularly described in the FIRST SCHEDULE hereunder written by constructing multi-storied buildings thereon having several self-sufficient units/flats/spaces according to permissible law of the Rajpur Sonarpur Municipality, together with modern taste, design and architecture in accordance with the sanctioned building plan to be sanctioned by the Rajpur Sonarpur Municipality but lacking the necessary expertise and knowhow and the requisite financial solvency required to erect and construct multistoried buildings on “the said property” have approached the DEVELOPER for develop the said property by constructing multistoried residential and/or commercial buildings thereon consisting of several self-sufficient residential flats, car parking spaces, as per plan sanctioned by the Rajpur-Sonarpur Municipality and the DEVELOPER herein also agreed with the proposal of the OWNERS and also as such both the OWNER and the DEVELOPER herein entered into a Registered Development Agreement on Development dated 25th day of August, 2017, Book-I, Volume No.-1629-2017, page from 109900 to 109936 Being No162904239 for the year 2017 of the Office of the Additional District Sub – Registrar at Garia, on the terms and conditions contained therein.

The Landowner / Vendor hereof in terms of the above stated Original Agreement for Development dated 25th day of August, 2017, inasmuch as by executing a registered General Power of Attorney dated 26th day of December, Book-I Volume No.-1629-2017, Page from 135239 to 135277 Being No.-162905028 for the year 2017 of the Office of the Additional District Sub – Registrar at Gariaeven date (26th day of December, Book-I Volume No.-1629-

2017, Page from 135239 to 135277 Being No.- 162905028 for the year 2017 of the Office of the A.D.S.R at Garia, South 24 Parganas), duly authorised, agreed to, empowered and entrusted the work of development of Said Premises to the Developers by raising the construction of a G+ 4 Storied buildings thereon and by virtue whereof the Developer hereto presently is in constructive possession of the said Premises of the Landowner / Vendor and in recent past started the constructional work thereon in accordance with the sanctioned Building Plan of the Municipal Authority.

The PURCHASER hereof as Intending bonafide buyer of one Flat upon satisfying himself regarding the right, authority and interest of the Developer in respect of its allocation and that of the Landowners / Vendors in respect of the said Premises has agreed to acquire an undivided, impartible, proportionate share in the land underneath the building and also agreed to get Purchase one self-contained Flat being Block-..... **Flat No.-** having the Carpet area **Square feet**, build up area **Square feet** Super built up area of **Square feet** more or less and lying on the **Side** of the **Floor** a of the said G+4 storied building, together with right and interest on all common areas, facilities and amenities attached to and available therewith by the Developer hereof in accordance with the terms and conditions so agreed to between the parties hereof and stipulated herein below.

NOW THIS AGREEMENT FOR SALE WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERE OF as follows:-

1. That PURCHASER hereof agrees and the Landowners / Vendors and the Developer hereto duly agree to cause the Sale of one self-contained Flat being Block-.... **Flat No.-** having the Carpet area **Square feet**, build up area **Square feet** Super built up area of **Square feet** Super built – up area of**Square feet** more or less and lying on the **Side** of the **Floor & car parking space** for parking of a medium sized

motor car or two wheeler of the said G+4 storied building, of the said G+4 storied building, together with undivided proportionate and impartible share of land underneath the building and more particularly described in the Second Schedule written herein below for at an settled and agreed consolidated Consideration Price of **Rs. -/- (Rupees.....)** only and to be payable by the Purchaser hereof to the Developer.

2. **That** the PURCHASER hereof on or before signing the present Agreement For Sale has paid to the Developer hereof the sum of **Rs..... (Rupees.....) only** as an Advance and / or Earnest money in Part Payment of the aforesaid consolidated Consideration Price (the receipt whereof the Developer doth hereby categorically admits and acknowledges by signing the present Agreement for Sale), so mentioned here in before. The PURCHASER shall pay to the Developer the rest Consideration on or before registration and delivery of Possession as per the payment scheduled in annexure A.

3. **Representation / Declaration of the Landowner / Vendor and the Developer:-**

i) **That** it has been specifically represented by the Landowners / Vendors and the Developer hereto that the right, title, interest, possession and authority of the Landowner / Vendor and the Developer hereto in respect of the said **Flat & car parking space** so agreed to be sold hereunder in favor of the Purchaser is free from all encumbrances, charges, liens, lispendens, attachments and acquisition or requisition of any nature whatsoever. Furthermore the Landowner / Vendor and the Developer have not yet entered into any Agreement for Sale with any other prospective Purchaser/s in any manner whatsoever for sale or transfer of the said **Flat & car parking space** and agreed to sale the said **Flat & car parking space** in favour of the Purchaser hereto in an unencumbered manner.

- ii) **That** it is also represented by the Landowner / Vendor and the Developer hereto, that no person other than the Landowner / Vendor and the Developer hereto have had any kind of right, title and /or interest relating to the said **Flat & car parking space** any part or portion thereof and it is the Landowner / Vendor and the Developer hereto only who have good, valid and lawful right, authority and interest in respect of the same so agreed to be sold hereunder unto and in favour of the Purchaser hereof.
- iii) **That** the Landowner / Vendor and the Developer further represented that, the sale of undivided and proportionate share of land underneath the building and attributable to the said Flat is also free from all encumbrances but subject to the other provisions hereof.
- iv) **That** the Landowner / Vendor and the Developer also represent not to commit breach of any terms and conditions of the present Agreement and shall observe and perform all the terms, covenants and conditions excepting which have already been performed. Furthermore the Landowner / Vendor and the Developer hereto shall keep the Purchaser indemnified against all Third Party claim arising out of the Present Agreement.
- v) That the Landowner / Vendor and the Developer hereto categorically agree to construct and complete the constructional work of the building as well as that of the concerned Flat so agreed to be sold hereunder in compliance of the specifications written hereunder using class 1 materials available in the market within **of May, 2021** subject to the terms and conditions hereof provided.
- vi) That the Developer shall within the stipulated period, i.e. within **15th day of May, 2021** shall deliver the possession of the concerned **Flat & Parking space** , in decent and usable condition and provisions of the building which is necessary for free ingress to and egress from the said Flat making the unit habitable and tenantable in all respect subject to payment of the balance consideration amount to the Developer.

- vii) That the Developer hereto during the subsistence of the present Agreement for Sale shall not let out, transfer, assign, mortgage or alienate the said **Flat & parking space** or any part thereof by transferring the right, title, interest or possession of the Developer relating to the same in any manner whatsoever in favour any Third Party save and except the Purchaser hereof.
- viii) That the Landowner / Vendor and the Developer hereof categorically undertake that upon payment of the balance Consideration by the Purchaser to the Developer hereto within the specified period, the Developer shall make, execute and register in favour of the Purchaser or her nominee or nominees requisite Deed of Conveyance relating to sale of the said **Flat & parking space** and simultaneously therewith deliver to the Purchaser the vacant and peaceful possession of the **Flat & parking space** in an unencumbered manner. The Developer/ Landowner shall provide to the Purchaser a copy of Completion Certificate issued by the Rajpur Sonarpur Municipality along with the Building Plan within a reasonable period, but it is undertaken by the Developer/ Landowner that they shall without fail apply before the Rajpur Sonarpur Municipality for necessary Completion Certificate within six months from the date of Conveyance of the said Flat.
- ix) That during the constructional period of the said **Flat** and at all time hereafter till the delivery of physical vacant possession of the concerned Flat being handed over to the Purchaser, shall remain at the risk and arrangement of the Developer and it will be the Developer alone who will be held responsible and liable to bear and pay all Municipal rates and charges relating thereto.
- x) That the Landowner / Vendor as well as the Developer hereof by signing the Present Agreement for Sale with the Purchaser hereto doth hereby bind themselves and all their respective legal heirs, successors or successors – in – interest, executors, attorneys, representatives, nominees and assigns with the terms and conditions of the present Agreement.

- xi) That even after punctual payment of the entire Consideration Price so settled and fixed hereunder to the Developer by the Purchaser hereof within the specified period, if the Developer fails and Neglects to deliver the peaceful physical vacant possession of the **Flat & parking space** in habitable and usable condition to the Purchaser within the said period in such circumstances , the Purchaser hereof will be at liberty to enforce specific performance of the present Agreement before the appropriate legal forum and shall further be entitled to get the Said Flat duly registered in his name through the appropriate Court of Law apart from claiming damages from the Developer at the rate of 1% interest per month on the advance money paid to the Developer for every month's delay in getting delivery of possession of the said **Flat & parking space** from the Developer.
- xii) That if the Purchaser hereof fails to make the payment of the balance Consideration Price within the stipulated period specified herein before under in such event the Developer hereof will be at liberty to claim interest at the rate of 1% (One Percent) per month on the default amount and / or alternatively will be entitled to cancel the present Agreement for Sale upon giving one month's notice in writing to the Purchasers by Registered Post with A /D. at the last known address of the Purchaser.
- xiii) That the Purchaser hereof will have the common right and interest of impartible nature over and in respect of the land so particularly stated in the First Schedule written herein below, common passages, entrance and exit gate, boundary wall, stair case, landing, lobby, Lift, the roof of the building, sanitary provisions, sewerage line, pump room and electric meter, water line connection, water reservoir on the top roof and on all other common areas, facilities, provisions and amenities attached to and available with the Land and Building.

- xiv) That it is specifically agreed to between the Parties hereunder that, the Sale of the **Flat & parking space** by the Landowner / Vendor and the Developer and purchase of the same by the Purchaser hereof shall necessarily to be completed within the agreed period i.e. the**day of May, 20...** and the said time period for all purposes will be treated as the essence of the present Agreement for Sale. The period of suspension of works due to Force Mejure and reasons beyond the control of the parties shall be exempted from the said stipulated period of completion.
- xv) **Any** dispute or difference which may arise between the Parties hereunder or their representatives, with regard to the meaning and effect of this present or any part thereof or respecting the rights and liabilities of them under this Agreement or any other matter shall be referred to arbitration, one to be nominated by each party or his/her representative and in case of difference of opinion between them, by the umpire selected by them at the commencement of the reference and this clause shall be deemed to be a submission within the meaning of the Arbitration and Reconciliation Act 1996, including its statutory modifications and re-enactment and the award made in such reference shall be final and binding on the Parties hereto.
- xvi) That the form and the mode of transfer of the concerned Flat including the terms, conditions and covenants of the Deed of Conveyance so to be executed and registered in pursuance hereof shall be drawn, settled and to be finalized only by the legal Adviser of the Developer hereof .

FIRST SCHEDULE ABOVE REFERRED TO
(DESCRIPTION OF THE SAID PREMISES)

ALL THAT piece or parcel of well demarcated **ALL THAT** piece or parcel of land measuring about 12 Cottahs 10 Chittacks 44 sq.ft. be the same a little more or less lying and situate at P.S. Sonarpur, District : South 24 Parganas, Kolkata – 700084,

being Specific Portion measuring about 06 Cottahs 05 Chittacks 33 sq.ft. more or less being the part of R.S. Dag No. 1205, in R.S. Khatian No. 66 and Specific Portion measuring about 06 Cottahs 13 Chittacks 35 sq.ft. more or less in R.S. Dag No. 1107/1896 appertaining to R.S. Khatian No. 1371, within Mouza Barhansfartabad, J.L. No. 47, R.S. No.7, Touzi No. 109, Additional District Sub-Registrar – Sonarpur, within the limits of Ward No 28 (formerly 27), of the Rajpur-Sonarpur Municipality with all sorts of easements and other rights, which is butted and bounded by :-

ON THE NORTH : By land of Dag No-1107,
ON THE SOUTH: By land of Dag No-1206
ON-THE EAST : By land of Bani Prasad Ghosal
ON THE WEST: By 16ft wide road

THE SECOND SCHEDULE ABOVE REFERRED TO
(THE FLAT HEREBY AGREED TO BE SOLD)

ALL THAT fully complete and finished self contained Flat being Block-..... **Flat No.-** having the Super built – up area of **Square feet** more or less lying on the**Side** of the**Floor and Parking space** of the said G+4 storied building (To be named as “ INDRAPRASTHA APARTMENT”), consisting of Bed Rooms, Kitchen cum Dining, .. Toilet, ... W.C and Balcony and covered at Ground Floor of the said G+4 storied building, TOGETHER WITH undivided proportionate and impartible share of land underneath the building attributable thereto of the said Premises stated in the First Schedule written herein above as well as with all other easement, quasi-easement and common rights and interest on all common areas, facilities, provisions and amenities attached to and available therewith and to be finished and completed in accordance with the specifications so particularly mentioned in the Third Schedule written herein below..

THIRD SCHEDULE ABOVE REFERRED TO
(SPECIFICATIONS)

BUILDING : Structure: RCC framed structure on Pile Foundation incorporating Earthquake Resistant Design as per relevant IS Code according to approved design and drawing of the sanctioned plan

WALLS: Aerated Concrete Block for both external and internal walls. The inside walls Skin Coat-Engineered plaster or P.O.P/Putty punning over cement plaster. and the outer walls of the building will be finished with Cement plaster, Low VOC waterproof cement-based paint

WINDOWS: Aluminum sliding Windows with clear Glass Panel with fittings alongwith integrated Ms. grills.

DOORS: Door Frames and the door panels will be of water proof Commercial Flush doors. All door panels will be painted with primer. Toilet and W.C. doors will be of P.V.C.

FLOORING: Entire Flooring work of the Flat will be finished with Vitrify tiles with Skirting of 4" height, Stair and landings will be finished with marble.

KITCHEN: Cooking platform will be made of Black Stone and Dado there upon up to 2 ½ feet height will be fitted with Glaze Tiles, one number still sink will also be provided in the kitchen. Kitchen should have two tap points (one for sink and other under the sink). Provision of Exhaust fan point will be provided.

TOILET: All pipe lines will be concealed. Toilet will have one white colour commode with low down PVC cistern. The walls of the toilet will be fitted with Glazed/ Digital Tiles upto 6' feet height. One Shower Point 2 water tap point, One Geyser Point, and one Towel Rod will be provided in the Toilet with P.V.C. Door.

ELECTRICITY: Concealed wiring with provision of 2 light points 1 fan point and one 5 amp Plug Point in the Bedroom. In the Dining Cum Drawing 2 light

points 1 fan point, 1 TV point and one 15 amp Plug Point will be provided. Kitchen will be provided with 1 light point 1 Exhaust Fan point and one 15 amp Plug Point. Toilet and W.C. 1 Light point each. . All light, fan and plug point will be fitted with standard Switches.

WATER SUPPLY: Round the clock water supply will be made available in the Flat with the aid of submersible water Pump installed in the Premises.

ROOF AND TERRACE: The roof of the building will be finished with I.P.S. flooring with water proofing compound and suitable PVC rain water pipes for proper drainage of water from roof to be provided and the terrace of the building will be finished with proper cementing.

LIFT : Lift with capacity of carrying four persons will be provided.

Special and extra fittings /finish/ works will be provided as per Owner's choice at an extra cost.

FORTH SCHEDULE
(common areas & facilities)

1. All easement and quasi-easement rights appurtenances and belong to the building/ land of the said premises with all plumbing system, electric system, sewerage system, common paths and lobbies, general lightings of the common portions.
2. Stair-case, landings, lobbies, lift and the open portion of the roof.
3. Tube-Well, water pump and motor, other plumbing installations, electrical wiring, main electrical distribution boards and other installations and fittings, main electric meter and access to pump and electric meter space.
4. Boundary walls, main gates, other entrances for free ingress and egress to the premises and the building.
5. Under ground and overhead water reservoir, pipe lines, plumbing installations for distribution of water supply to the respective flats / units of the said building.
6. Sanitary fittings, fixtures, drainage, sewerage and other common installations.

7. Common lighting in the common areas, and all electrical wiring, Fittings and fixtures used for common purposes.

Payment Schdule

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

SIGNED SEALED AND DELIVERED AT KOLKATA

IN PRESENCE OF:

WITNESSES:-

1.

2.

(SIGNATURE OF THE PURCHASER)

(SIGNATURE OF THE DEVELOPER)