

AGREEMENT FOR SALE

(Without delivery of possession)

This Agreement is made on this day of Two thousand
NINETEEN of Christian era.

BETWEEN

SRI KARAN KOCHAR (Pan No. ALMPK8040M), S/O – Sri Jagat Kochar, by faith – Hindu, by occupation – Business, by Nationality – Indian, residing at 82, Ultadanga Main Road, P.O. & P.S. – Ultadanga, Kolkata – 700067, hereinafter called and referred to as the **VENDOR**, (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his legal heirs, executors, administrators, representative and assigns) of the **FIRST PART.**

AND

GOLDSMITH COMMERCIAL PVT. LTD. (Pan No. AADCG6790M), a company incorporated under the provisions of the Companies Act, 1956, having its registered office at 9/12 Lal Bazaar Street 3rd Floor, Block B, Suite no.3049, Kolkata – 700001, represented by its Directors namely (1) **Karan Kochar**, S/O Jagat Kochar, (2) **Kunal Kochar**, S/O Jagat Kochar, (3) **Vishal Garg**, S/O Suresh Kumar Garg, hereinafter called and referred to as the Developer/Confirming Party”, (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his legal heirs, executors, administrators, representative and assigns) of the **SECOND PART.**

AND

..... (**PAN** -), S/O - Sri
....., by occupation - SERVICE, by Nationality - Indian
residing at

.....
... hereinafter called and referred to as the **PURCHASER**, (which term or
expression shall unless excluded by or repugnant to the subject or context be
deemed to mean and include his legal heirs, executors, administrators,
representative and assigns) of the **THIRD PART.**

DEFINITION:

**For the purpose of this agreement for sale, unless the context otherwise
requires:**

- a) **“ACT” means the West Bengal Housing Industry Regulation Act
2017 (West Ben. Act XLI of 2017)**
- b) **“Rules” mean the West Bengal Housing Industry Regulation Rules,
2018 made under the W.B.H.I. Regulation Act 2017.**
- c) **“Regulation” means the regulations made under the W.B.H.I.
Regulation Act 2017.**
- d) **“Section” means a section of the Act.**

1. DESCRIPTION OF THE IMMOVABLE PROPERTIES :

ALL That piece or parcel of land measuring **15 Cottah 1 Chittak** a little more
or less in Scheme No III under the Development Scheme, Khatian No- 1076 ,
C.S. Dag No. 584, 1485, R.S. Dag No.250/584 & 252/1485, 252/581 R.S.
Khatian No. 202, 1076 New Khatian No. 1113, 1083 in Mouza - Kodalia , J.L

No. 36, Co-operative Ward No. 8 , Within the New Barrackpore Municipality Ward No.13 , Holding No. 139 P.S.- New Barrackpore (earlier Ghola) District – North 24 Parganas.

2. DEVOLUTION OF TITLE:

OWNERSHIP OF GOLDSMITH COMMERCIAL PVT. LTD. UPON LAND MEASURING 13 COTTAH

Whereas by a Bengali Kobala recorded in SR, Barrackpore under Book No.1, Volume No. 43, Pages from 185 to 188 Being No. 2066 of 1973 The New Barrackpore Co-operative Homes Ltd. Sold out ALL That piece and parcel of land measuring 5 Cottah at Mouza – Kotalia, J.L No. 36, R.S no 93, Touzi No. 178, Khatian No. 243, Dag no. 252/585, P.S Khardah unto and in favour of Gouri Rani Kar.

And Whereas due to some error in Dag No. & Khatian No. the deed of Rectification was made by the said The New Barrackpore Co-operative Homes Ltd. & Gouri Rani Kar wherein they rectified the Dag no. as 252/1485 and Khatian No. as 1076 instead of 252/585 and 243 respectively and the said rectification was recorded in Deed No. 1526 of 1977 in the office of ADSR, Barrackpore.

And Whereas while in seized and possessed of the said land measuring 5 Cottah at Mouza – Kotalia, J.L No. 36, R.S no 93, Touzi No. 178, Khatian No. 1076, Dag No. 252/1485 under P.S. Khardah the said Gouri Rani Kar sold out the said land unto and in favour of Goldsmith Commercial Pvt. Ltd. a

company incorporated under the provisions of the Companies Act, 1956, having its registered office at 2 Chowringhee Approach, Kolkata – 700072 Under registered Deed of conveyance recorded in Book No. I, Volume No.28, pages 2319 to 2332 Being No. 7349 of 2011 registered in the office of ARA-II, Kolkata.

And Whereas one Ava Rani Kar by a Bengali Kobala recorded in SR, Barrackpore under Book No.1, Being No. 2063 of 1973 purchased from The New Barrackpore Co-operative Homes Ltd. sold out ALL that piece and parcel of land measuring 5 Cottah at Mouza – Kodalia, J.L No. 36, R.S no 93, Touzi No. 178, Khatian No. 234, Dag no. 252/584, P.S Khardah

And Whereas due to some error in Dag no. & Khatian No. The deed of Rectification was made by the said The New Barrackpore Co-operative Homes Ltd. & Ava Rani Kar wherein they rectified the Dag no. as 252/1485 and Khatian No. as 1076 instead of 252/584 and 234 respectively and the said rectification was recorded in Deed No. 1525 of 1977 in the office of ADSR Barrackpore.

And Whereas while in seized and possessed of the said property the said Ava Rani Kar died intestate leaving behind her six sons namely Nirmalya Kar, Sanjib Kar, Deepak Kar, Subhas Kar, Nirmal Ch. Kar, Parimal Ch. Kar and two daughters namely Minati Pal & Namita Dey who became the Joint owners of the said land measuring 5 Cottah.

And Whereas one of the son of late Ava Rani Kar namely Nirmal Ch. Kar died intestate leaving behind him three sons Goutam kar, Bimal Kar & Sanjoy Kar and one daughter Purnima Dhar who became the joint owners of the said property.

And Whereas Parimal Ch. Kar one son of late Ava Rani Kar also died leaving behind him his only son Utpal kar as his only legal heirs.

And Whereas the said Nirmalya Kar, Sanjib Kar, Deepak Kar, Subhas Kar, Goutam kar, Bimal Kar , Sanjoy Kar ,Purnima Dhar, Utpal Kar, Minati Pal & Namita Dey became the joint owners of the said 5 Cottah of Land.

And Whereas while in seized and possessed of the said land measuring 5 Cottah at Mouza – Kodalia , J.L No. 36 , R.S no 93, Touzi No. 178 the said Nirmalya Kar, Sanjib Kar, Deepak Kar, Subhas Kar, Goutam kar, Bimal Kar , Sanjoy Kar ,Purnima Dhar, Utpal Kar, Minati Pal & Namita Dey jointly sold out the said land unto and in favour of Goldsmith Commercial Pvt. Ltd. having its registered office at 2, Chowringhee Approach, Kolkata – 700072 Under registered Deed of Conveyance recorded in Book No. I, Volume No.28, pages 2366 to 2388, Being No. 7351 of 2011 registered in the office of ARA-II, Kolkata.

And Whereas one Nirmalya Kar by a Bengali Kobala recorded in SR Barrackpore under Book No.1, Volume No. 41, Pages from 103 to 106 Being No. 2054 of 1973 purchased from The New Barrackpore Co-operative Homes Ltd. Sold out ALL that piece and parcel of land measuring 3 Cottah at Mouza –

Kodalia, J.L No. 36, R.S no 93, Touzi No. 178, Khatian No. 202 , Dag no. 252/581 , P.S Khardah

And Whereas due to some error in Dag no. & Khatian No. the deed of Rectification was made by the said The New Barrackpore Co-operative Homes Ltd. & Nirmalya Kar wherein they rectified the Dag no. and Khatian No. and the said rectification was recorded in Deed No. 1527 of 1977 in the office of ADSR Barrackpore

And Whereas while in seized and possessed of the said land measuring 3 Cottah at Mouza – Kodalia, J.L No. 36, R.S no 93, Touzi No. 178, Khatian No. 202, Dag No. 252/581 under P.S. Khardah the said Nirmalya Kar sold out the said land unto and in favour of Goldsmith Commercial Pvt. Ltd. having its registered office at 2, Chowringhee Approach, Kolkata – 700072, Under registered Deed of Conveyance recorded in Book No. I, Volume No.28, pages 2449 to 2463, Being No. 7352 of 2011 registered in the office of ARA-II, Kolkata.

AND Whereas thus the said Goldsmith Commercial Pvt. Ltd. by virtue of aforementioned three deeds became the absolute owners of land measuring 13 Cottah at Mouza – Kodalia, J.L No. 36, R.S no 93, Touzi No. 178, P.S. Khardah, District – North 24 Parganas and had amalgamated the three plots into one under Municipal Holding No. 139 as per the Amalgamation order dated 09.10.2012.

OWNERSHIP OF KARAN KOCHAR FOR LAND MEASURING 2 COTTAH 1

CHITTAK

AND Whereas Government of West Bengal by way of Notification published in Calcutta Gazette on 3rd December 1953 has acquired a land measuring 87.785 Acres at Mouza – Masunda, J.L.-34. P.S. Ghola,

And Whereas the Government empowered one New Barrackpore Co-operative Society to develop the said premises under West Bengal Land Development and Planning Act and Subsequently the Government executed a Deed of Indenture Being No. 970 of 1966 in favour of the society in respect of the said land

AND Whereas one Karan Kochar was admitted as member of society and had been allotted a land measuring 2 Cottah 1 Chittak and the society under its new name as New Barrackpore Co-operative Homes Ltd. had executed a Deed of Conveyance in favour of said Karan Kochar for land measuring 2 Cottah 1 Chittak a little more or less in Scheme – III under Development Scheme, Khatian No. 1076, C.S. Dag No. 584, 1485, R.S Dag No. 250/584 & 252/1485 in Mouza – Kodalia, J.L. No. 36, Co-operative wards No – 8, within the New Barrackpore Municipality Ward no. 13, Holding No.139/4, P.S. New Barrackpore (earlier Ghola) District – North 24 Parganas and the said deed was registered in the office of DSR-I, Barasat North – 24 Parganas and recorded in Book No. 1, Volume No. 1501-2017, Pages From 81097 to 81120 Being No. 4182 of 2017

AND Whereas the said Karan Kochar in order to develop the said land measuring 2 Cottah 1 Chittak had entered into a development agreement with Goldsmith Commercial Pvt. Ltd. under registered Development Agreement Being No. 920 of 2018, being no.150100920, volume No. 1501-2018, pages 24626 to 24678 registered in the office of DSR – I , Barasat and also executed a Registered Development Power of Attorney in favour of the directors of said Goldsmith Commercial Pvt. Ltd and the said Development Power of Attorney is registered in the office of DSR-I , Barasat and recorded in Being No. 927 of 2018, being no. 150100927, Volume No. 1501-2018, Pages 24806 to 24839.

AND WHEREAS in the said Development Agreement being No. 150100920, dated 26-02-2018 recorded in Book No. I, Volume No. 1501-2018, Pages from 24626 to 24678, the Holding Number was wrongly incorporated in Page No. (8), Line No. 7, Page No. (11), Line No. 5 and Page No. (31) Line No. 12 and the annexed Map of the said Agreement as 139/4 in place of 139/A and for that purpose A **DECLARATION** has been registered in the office of D.S.R. -I, Barasat, North 24 Parganas, being No. 150100152, dated 03-04-2018, recorded in Book No. IV, Volume No. 1501-2018, Pages from 3191 to 3199 and also in the said Development Power of Attorney being No. 150100927, dated 26-02-2018, recorded in Book No. I, Volume No. 1501-2018, Pages from 24806 to 24839, the Holding Number was wrongly incorporated in Page No. (18), Line No. 5, of schedule of property of the said Agreement as 139/4 in place of 139/A and for that purpose A **DECLARATION** has been registered in the office of D.S.R. -I, Barasat, North 24 Parganas, being No. 150100151,

dated 03-04-2018, recorded in Book No. IV, Volume No. 1501-2018, Pages from 3200 to 3208.

AMALGAMATION OF LAND OWNED BY GOLDSMITH COMMERCIAL OVT. LTD. AND KARAN KOCHAR

AND WHEREAS the said Goldsmith Commercial Pvt. Ltd. in order to develop the said property had amalgamated the said 2 Cottah 1 chittak of land under Holding No. 139 as per the Amalgamation order issued by New Barrackpore Municipality on 20.04.2018 and obtained a sanction plan to develop the entire 15 Cottah 1 Chittak of land into a Residential/Commercial complex consisting of several flats named and styled as **“THE PARK”** over the said land after sanctioning Building Plan from the New Barrackpore Municipality vide dated **06.09.2018**.

The Total price for the (Apartment Plot) based on the carpet area is **Rs. (Rupees) Only** (Total price) (Give break up and description):

Block/ Building/ Tower No. Rate of Apartment per square feet

Apartment No.

Type.

Floor.

Total price (in rupees)

cost of apartment, cost of exclusive balcony or verandah areas, preferential location charges, taxes, maintenance charges as per para II etc.

(AND) (if/ as Applicable)

Garage/ Parking- 1 Price for 1

Garage/ Parking- 2 Price for 2

Total price (in rupees)

**NOW THIS AGREEMENT WITNESSES AND THE PARTIES HERETO
EXPRESSELY AGREED AND COVENANT AS FOLLOWS:-**

1. That subject to the terms and conditions contained in the instant Agreement, the **OWNER/VENDOR** and the **DEVELOPER/PROMOTER/BUILDER/CONFIRMING PARTY**, have jointly agreed to sell and the Purchaser has agreed to purchase the piece and parcel of flat being flat no. on the Floor in of the apartment namely "**THE PARK**" measuring super built up area of more or less together with One **Car Parking** - proportionate undivided impartible share in the land along with all common rights, facilities, privileges, appetencies belonging thereto as more fully described in the **THIRD SCHEDULE** hereunder written, free from all encumbrances, attachment, charges and other claims and demands at and for a total consideration price of) subject to the terms and conditions hereunder contained.

2. **AND WHEREAS** the Purchaser, out of the approximately settled consideration amount of,has made payment of the sum of, as per the Memo of Consideration, mentioned herein below and the Purchaser has agreed to make payment of the remaining sum of depending upon the final measurement of the said Flat before execution and registration of Deed of Sale in respect of the said Flat in favour of the Purchaser, for purchasing the aforesaid flat, as per the Schedule of Payment, subject to fulfilment of the terms and conditions contained in this Agreement for Sale.
3. That the **OWNER/VENDOR** does hereby declare that he is the sole and absolute owner in respect of the land more fully described in the **FIRST SCHEDULE** herein below and there is no other owner and/or co shares and/or any person having any interest therein and that the said property is free from all encumbrances, liens, charges and attachments whatsoever.
4. That the Vendor/Developer shall construct the said Flat as per specifications as describe in the **FOURTH SCHEDULE** hereunder written.
5. The **Vendor/Developer** shall arrange for all documents, deeds and papers as may be needed to execute a valid Deed of Conveyance in favour of the Purchasers or his nominee or nominees as the case may be to pass and convey an absolute title unto the purchaser or redeem charges of encumbrances, if any. The vendor shall bear and pay all out goings and liabilities of the property, if any.

6. That the Vendor/Developer shall register the Deed of conveyance in respect of the said Flat in favour of the Purchaser within 2 years from the date of this agreement and the purchaser shall bear all the cost of the said registration. If the lawful Registration of the "said FLAT" be not completed within **24 months** of receiving the Advance as mentioned earlier, and ready to pay the balance consideration amount than the Purchasers shall be at liberty, to rescind this Agreement and the vendor shall in that event and on demand by the Purchasers refund the said Advance, as mentioned earlier.
7. That even after purchasing the said Flat, the Purchaser will not be entitled to cause damage to the structural stability of the said building and shall not cause any nuisance and/or annoyance to the owners/occupiers of the other flats in the said building.
8. If the vendor fails and neglect to carry out any one or more of obligation on his part as hereunder provided or otherwise required by law, the purchasers will be at liberty to enforce the specific performance of the Agreement by institution of legal proceedings or at their option sue the Vendor for recovery of the Advance, cost and other reliefs.
9. That it has been mutually agreed among the parties to this Agreement that the Purchaser will make payment of the entire amount of consideration, as per **FIFTH SCHEDULE** hereunder written and if there is any default in making payment of the balance consideration money, the **OWNER/VENDOR** and the **DEVELOPER/PROMOTER/BUILDER/CONFIRMING PARTY** shall

have every right to cancel and/or rescind this Memorandum of Agreement, after giving notice in writing for a period of 15 days.

10. That it has further been mutually agreed among the parties to this Agreement that if the Purchaser fails to make payment of any of the subsequent instalments, as mentioned in the **FIFTH SCHEDULE** herein below or otherwise determines and/or rescinds and/or cancels this Memorandum of Agreement or wants to cancel the booking of the Flat, as aforesaid, the **OWNER/VENDOR** and the **DEVELOPER /PROMOTER/BUILDER/ CONFIRMING PARTY**, shall forthwith cancel the instant Agreement for Sale and will refund the earnest money received by them, till that point of time, after making deduction of the **20%** of the entire amount of consideration, payable by the Purchaser in respect of the Flat and such amount will be refunded only after selling the said Flat to other intending Purchaser(s) of the said flat.

11. That in spite of readiness and willingness on part of the Purchaser to purchase the said Flat, as aforesaid, if the **OWNER/VENDOR** and the **DEVELOPER /PROMOTER/BUILDER/ CONFIRMING PARTY** fails and/or neglects to execute and register the proper Sale Deed with simultaneous delivery of peaceful and vacant physical possession thereof within the time stipulated hereinabove, in that event the Purchaser shall be entitled to get the refund of the amount of payment made along with 10% of the paid amount, as damages or interest from the **OWNER/VENDOR** and the **DEVELOPER /PROMOTER/BUILDER/ CONFIRMING PARTY**.

12. That it has been undertaken by the Purchaser that the Purchaser will not transfer, assign or encumber his right, title and interest acquired by virtue of this Agreement, to any third party prior to making payment of the entire consideration money. In case the Purchaser wants to transfer, assign or encumber his right, title and interest acquired by virtue of this Agreement, to any third party after making payment of the entire amount of consideration, as stated above, the Purchaser will have to make additional payment of 2% money on the total consideration to the **DEVELOPER/PROMOTER/BUILDER/CONFIRMING PARTY,** as Nomination Charges.

13. That it has further been agreed among the parties to this Agreement that the **OWNER/VENDOR** and the **DEVELOPER /PROMOTER/BUILDER/ CONFIRMING PARTY,** shall arrange for electric wiring and also electric connection in the said building including the said flat, agreed to be sold in this Agreement. The cost and expenses of the electric meter has to be borne by the Purchaser himself. In addition to that the Purchaser will have to bear all costs and charges for electric connection, proportionately along with all other owners/occupiers of the other flats in the said building.

14. Any dispute, controversy or claim arising out of or in relation to this Agreement, shall finally be settled by Arbitration and shall be in

accordance with the Laws and Rules of Arbitration as per the Arbitration and Conciliation Act, 1996 and the venue of arbitration shall be in Kolkata. The arbitration proceedings shall be conducted in the English Language. The arbitration will be conducted by the Sole Arbitrator who will be appointed by the **DEVELOPER /PROMOTER/BUILDER/ CONFIRMING PARTY**. The decision of the Arbitrator shall be final and binding upon the Parties.

15. That in the instant case saving force Majeure time shall be considered as the essence of contract.
16. That the Purchaser will make payment of the legal expenses including the stamp duty, registration fee, Advocate's fee for registration of the Deed of Conveyance in respect of the said Flat, and the entire procedure of Registration will be conducted by the Advocate, appointed by the **DEVELOPER /PROMOTER/BUILDER/ CONFIRMING PARTY**.
17. That the flat hereby agreed to be sold, shall be only be used for residential purpose and not for any other purposes.
18. That it has further been agreed among the parties to this Agreement that in case any additional work apart from the works mentioned in the **FOURTH SCHEDULE** hereunder written, is required to be carried on, at the instance of the Purchaser, in that case the Purchaser shall have to pay extra money as per the estimate and assessment made by the **DEVELOPER /PROMOTER/BUILDER/ CONFIRMING PARTY**.
19. After full payment of the property and getting the possession the Purchaser will have full rights and authority to either sell or give on

rent of the property whenever it is required. In this due course there will be no objection from the developer or vendor or any other person.

FIRST SCHEDULE REFERRED TO ABOVE:

(SAID PROPERTY/PREMISES)

All that piece and parcel of bastu land measuring an area of 15 Cottahs 01 Chittaks more or less along with two G+4 storied building standing thereon namely **THE PARK** lying and situated at Mouza – Kotalia, J.L. No. 36, R.S. No. 93, Touzi No. 178, Khatian No. 1076, Dag No. 252/1485, Holding No. 139/4 (land measuring about 05 cottahs), Khatian No. 1076, Dag No. 252/1485, Holding No. 139/5 (land measuring about 05 cottahs), Khatian No. 202, Dag No. 252/581, Holding No. 139 (land measuring about 03 cottahs), Khatian No. 1076, C.S. Dag Nos. 584, 1485 corresponding to R.S. Dag Nos. 250/584 (area of land 08 Chittacks 14 Sq. Ft.) and 252/1485 (area of land 01 cottah 08 chittacks 31 sq. Ft.), i.e. total 02 (two) Cottahs 01 (one) Chittacks, Holding No. 139/A, and all the land in Holding No. 139/4, 139/5, 139 & 139/A amalgamated into one Holding No. 139 Sahid Sarani Bye Lane, which is within the local limits of New Barrackpore Municipality under Ward No. 13, under P.S. – Khardah now New Barrackpore, Dist. – North 24 Pgs which is butted and bounded as follows:

On the North: HIREN PAUL & OTHERS

On the South: 16 FEET 6 INCHES WIDE MUNICIPAL ROAD

On the East: ARUN ROY AND OTHERS LAND

On the West: 16 FEET 6 INCHES WIDE SAHID SARANI MUNICIPAL ROAD

SECOND SCHEDULE REFERRED TO ABOVE:

(Flat)

All that piece and parcel of one residential Flat being No. **1C** on the **FIRST** Floor of **BLOCK II** of the G+4 Storied building namely **THE PARK** lying and situated on the aforesaid plot of land as mentioned in the First Schedule herein above comprising more or less super built up area consisting of **TWO** bedrooms, **ONE** dining cum drawing room, **TWO** toilets, **ONE** kitchen and **ONE** Balcony together with **One Car Parking – P6** undivided proportionate share in the land on which the said building is situated along with all easement right privileges, advantages, benefits together with all common area and facilities etc. belonging thereto or any part thereof.

FLAT	BLOCK	TYPE	Carpet Area (SFT) (A)	Balcony Carpet Area (SFT) (B)	Wall Area (C)	Covered Area (SFT) (A+B+C)=D			
1C	II	2 BHK	591	43	45	679			

On the North : STAIRCASE AND LOBBY

On the South : OPEN TO SKY

On the East : FLAT - 1B

On the West : OPEN TO SKY

THIRD SCHEDULE REFERRED TO ABOVE:

(COMMON PORTION – RIGHTS AND EXPENSES)

I) **Areas:**

- a) Entrance and exits to the Premises and the New Building.
- b) Boundary walls and main gate and rear auxiliary gate of the Premises.
- c) Staircase, stair head room and lobbies on all the floors of the Building.
- d) Vertical shaft, if any.
- e) Entrance lobby, electric/utility room, water pump room, under ground water reservoir at water tank at the roof.
- f) Common installations on the roof.
- g) Roof above the top floor of the building.
- h) Common lavatory at ground floor.
- i) Open space around the building.

II) **Water, Plumbing and Drainage:**

- a) Drainage and sewage lines and other installation for the same (except only those as are installed within the exclusive of any Unit and/or exclusively for its use.)

- b) Water supply system.
- c) Water pump, Underground and overhead water reservoir together with all common plumbing installations for carriage of water (save only those as are within the exclusive area of any unit/or exclusively for its use).

III) **Electrical Installation:**

- a) Electrical wiring and other fittings (excluding only those as are installed within the exclusive any Unit/and or exclusively for its use)
- b) Lighting of the Common Portions.
- c) Electrical installations relating to receiving of electricity from suppliers and meters for recording the supply.

IV) **Others:** Such other common parts, areas, equipments, installations, fittings, fixtures and space in or about the Premises and the New Building as are necessary for passage to and/or user of the units in common by the Co-Owner.

(COMMON EXPENSES)

1. All cost of maintenance, operating replacing, white washing, painting, Re-building, re constructing, decorating, re – decorating and lighting the common parts and also the outer walls of the building.
2. The salaries of all persons employed by the Association for the said purpose.
3. Insurance premium for insuring the building against Earthquake, Fire, Lighting, Mob- Violence, Damage, Civil Commotion etc.

4. All charges and deposits for supplies of common facilities and utilities.
5. Municipal tax, multi-storied building tax and other outgoing expenses save those separately assessed on the respective flat/ unit on from the date of possession.
6. Costs and charges of establishment for maintenance of the building and for watch and ward staff. The purchaser is also under legal obligation to be a member of the Association to be formed by all the Flat/ Apartment owners after purchase thereof and shall pay monthly subscription of said Association in accordance with the resolution to be taken by the Association.
7. The office expenses incurred for maintenance of the office for common purpose.
8. All other expenses and outgoing as are deemed to be necessary or incidental for protecting the interest and the rights of the purchaser on and after purchase and delivery of physical possession.
9. All expenses referred to above shall be proportionately borne by the co-purchaser in and from the date of taking charges and occupation of their respective units but the purchaser shall not be liable to bear such charges in respect of the unsold units/ flats.

FOURTH SCHEDULE REFERRED TO ABOVE:

(SPECIFICATIONS)

SPECIFICATION FOR THE PROPOSED CONSTRUCTION

STRUCTURE

- Reinforced Concrete Frame Structure With Premium Quality Cement.

WALLS

- Conventional Fly Ash Brick/AAC Block/ Red Bricks For Internal And External Walls, Plastered With Cement
- Smooth Impervious Plaster Of Paris Inside And In The Common Areas

FLOORING

- Vitrified Tiles In Bedrooms, Living/Dining Area & Kitchen.
- Anti Skid Ceramic Tiles in Bathrooms.
- Glazed Tiles On The Bathroom Walls Up To Height Of The Door.
- Common Staircase And Lobby In Vitrified Ceramic Tiles/Equivalent Marble Finish

KITCHEN

- Black Stone Platform/Counter Tops.
- Dado Tiles Up To 2ft.Above The Counter/Platform.
- Stainless Steel Sinks with Provision for Water Line for Aqua guard

WINDOWS

Fully Glazed Sliding Anodized Aluminium Window with 4mm Clear Glass.

ELECTRICAL

- Concealed Copper Wiring (ISI Mark)
- Ample Electrical Points in Bedroom, Living/Dining, Kitchen and Bathrooms.

LIFT

- Semi-Automatic Lift Of MME Elevators Or Equivalent Make.

DOOR

- 32mm Wooden Flush Doors with 2 Coats of Primer.

SANITARY FITTINGS

- Quality White Sanitary Ware Fittings.
- Hot & Cold Water Lines in Shower.
- Geyser and Exhaust Fan Provision.
- CP Fittings Of Good Quality Make.

EXTERNAL FACADE

- Quality Superior Sun Reflect/Weather Proof Exterior Finish.

FIFTH SCHEDULE REFERRED TO ABOVE

(SCHEDULE OF PAYMENT)

- | | | |
|---|---|-----|
| • On booking | : | 10% |
| • On Completion of Foundation | : | 10% |
| • On Completion of 1 ST Floor Slab | : | 10% |
| • On Completion of 2 ND Floor Slab | : | 10% |
| • On Completion of 3 RD Floor Slab | : | 10% |
| • On Completion of 4 TH Floor Slab | : | 10% |
| • On Completion of Roof Slab | : | 10% |
| • On completion of the Brick work of the flat | : | 10% |

- On completion of the inner & outer plaster : 10%
- At the time of registration
And simultaneous delivery of possession : 10%

Extra Charges:-

1. **Legal Charges:** Included in above Price (to be done by our lawyer).
(Scope of Work): Drafting of Agreement for sale, deed of conveyance, blue print, completes registration formalities.
2. **Transformer Charges:** Included in above Price
3. **Electricity Charges:** At actual.
4. Registry Fees, Stamp Duty and other government fees will be borne by the Purchaser/Buyer in respect of the unit purchased.
5. **AC Point Connection** – Rs. 8,500/- per Point for more than 1 point.
6. **Collapsible Grill** – Included in above Price
7. **Window Grill** – Included in above Price
(Scope of Work): Full box grill in every bedroom, kitchen and balcony.
8. **Generator Charges** – Included in above Price.
9. The effective rate of GST has been taken as 2.5% CGST and 2.5% SGST .From **1st April 2019** the Buyer is liable to pay **GST @ 5%** in addition to every instalment amount payable to developer.
Further, all applicable taxes or other notification as and when declared by government/ any regulatory body will be borne by the buyer.

GST amount Included in above Price.

Execution and Delivery :

In witness whereof the Parties herein have set and subscribed their respective hands and seals on this day, month and year first above written.

SIGNED , SEALED AND DELIVERED by

the Developer & Owner at Kolkata in the presence of :-

1.

2.

Goldsmith commercial Private Ltd.

Director

Signature of the Purchaser
