

AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE is made on this _____ day of _____, Two Thousand Nineteen (2019), A.D.

B E T W E E N

1) SRI RABINDRA NATH BANIK, son of Late Gouranga Chandra Banik, by Religion – Hindu, by occupation – Business, by Nationality – Indian,

PAN No.**ADJPB1748C**, residing at 142, S.K. Deb Road, Post Office – Sreebhumi, Police Station – Lake Town, Kolkata – 700 048, AND **2) SRI RATHINDRA NATH BANIK**, son of Late Gouranga Chandra Banik, by Religion – Hindu, by occupation – Business, by Nationality – Indian, PAN No.**ADJPB1749D**, residing at 142, S.K. Deb Road, Post Office – Sreebhumi, Police Station – Lake Town, Kolkata – 700048, both 1) and 2) represented by their constituted attorney **MR. NARENDRA MANPURIA**, son of Mr. Sohan Lal Manpuria, by Religion – Hindu, by occupation – Business, by Nationality – Indian, PAN No.**AMRPM8788J**, residing at 136, Jessore Road, Avani Oxford Complex, Block-5, Flat No.6E & 6F, Post Office – Bangur Avenue, Police Station – Lake Town, Kolkata – 700055, hereinafter jointly called the **“VENDORS”** (which terms or expression shall unless excluded by or repugnant to the context be deemed to mean include their respective heirs, executors, administrators, legal representatives, successors and assigns), of the **FIRST PART**.

A N D

1) -....., hereinafter called the **“PURCHASER”** (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean include their heirs, executors, administrators, legal representatives, successors) of the **SECOND PART**.

A N D

CALIBRE COMMERCIAL PVT. LTD, a Company Incorporated under the Companies Act, 1956, PAN No.**AADCC1272G**, having its registered office at 86B/2, Topsia Road (South), Gajraj Chambers, Post Office – Topsia, Police Station – Topsia, Kolkata – 700046, represented by its Director **MR. NARENDRA MANPURIA**, son of Mr. Sohan Lal Manpuria, by Religion – Hindu, by occupation – Business, by Nationality – Indian, PAN No.**AMRPM8788J**, residing at 136, Jessore Road, Avani Oxford Complex, Block-5, Flat No.6E & 6F, Post Office – Bangur Avenue, Police Station – Lake Town, Kolkata – 700055, hereinafter called 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 its successor or successors-in-office, executors, representatives and assigns) of the **THIRD PART**.

1. DEFINITION

Unless in this Indenture, there be something contrary or repugnant to the subject or context :

a) **VENDORS** shall mean **1) SRI RABINDRA NATH BANIK**, son of Late Gouranga Chandra Banik, by Religion – Hindu, by occupation – Business, by Nationality – Indian, PAN No.**ADJPB1748C**, residing at 142, S.K. Deb Road, Post Office – Sreebhumi, Police Station – Lake Town, Kolkata – 700 048, AND **2) SRI RATHINDRA NATH BANIK**, son of Late Gouranga Chandra Banik, by Religion – Hindu, by occupation – Business, by Nationality – Indian, PAN No.**ADJPB1749D**, residing at 142, S.K. Deb Road, Post Office – Sreebhumi, Police Station – Lake Town, Kolkata – 700048.

- b) **PURCHASERS** shall mean
- c) **DEVELOPER/CONFIRMING PARTY** shall mean **CALIBRE COMMERCIAL PVT. LTD**, a Company Incorporated under the Companies Act, 1956, PAN No.**AADCC1272G**, having its registered office at 86B/2, Topsia Road (South), Gajraj Chambers, Post Office – Topsia, Police Station – Topsia, Kolkata – 700046, represented by its Director **MR. NARENDRA MANPURIA**, son of Mr. Sohan Lal Manpuria, by Religion – Hindu, by occupation – Business, by Nationality – Indian, PAN No.**AMRPM8788J**, residing at 136, Jessore Road, Avani Oxford Complex, Block-5, Flat No.6E & 6F, Post Office – Bangur Avenue, Police Station – Lake Town, Kolkata – 700055.
- d) **PREMISES/BUILDING** shall mean ALL THAT Multi-storeyed (G+6), brick-built, message, tenement, hereditament and premises and/or building which is at present under construction TOGETHER WITH piece or parcel of land there unto belonging whereon or on part whereof the same is erected and built building known as “**NIRMALA SQUARE**”, containing an area of 9 (nine) Cottahs, equivalent to 15 (fifteen) decimals, more or less, lying and situated at Municipal Holding No.585, S.K. Deb Road, Police Station – Lake Town, Kolkata – 700 048, in Municipal Ward No.34, within the jurisdiction of the South Dum Dum Municipality, District -24 Parganas (North), morefully and particularly described in the **SECOND SCHEDULE** hereunder written, and wherever the context so permits or intends the same shall include the building thereon.
- e) **PLAN** shall mean the sanctioned building Plan No. 404, dated 20.12.2018, sanctioned by the South Dum Dum Municipality, respecting Municipal Holding No.585, S.K. Deb Road, Police Station – Lake Town, Kolkata – 700 048, in Municipal Ward No.34, within the jurisdiction of the South Dum Dum Municipality, District -24 Parganas (North).
- f) **UNITS** shall mean any Flat, Shop, Office Space, Car Parking Space and other spaces at the said premises to be built and constructed by the developer at the said premises.
- g) **UNDIVIDED SHARE** shall mean the undivided impartiable proportionate share in the land, at the said Municipal Holding No.585, S.K. Deb Road, Police Station – Lake Town, Kolkata – 700 048, in Municipal Ward No.34, within the jurisdiction of the South Dum Dum Municipality, District -24 Parganas (North), attributable and allocable as against any unit as aforesaid, or relating thereto, the same being a part thereof, in fact.
- h) **COMMON AREAS AND INSTALLATION** shall mean those of the common areas and facilities mentioned and specified in **FOURTH SCHEDULE** hereunder written, and declared and expressed by the Vendors for common use and enjoyment of co-owners.
- i) **COMMON EXPENSES** shall mean and include all expenses for the maintenance, management, upkeep and administration of the Building, and, in particular the common areas, and Installations, and rendition of common services to the co-owners, and all other expenses for the common purpose

including those mentioned in the **FIFTH SCHEDULE** hereunder written to be contributed, borne, paid and shared by the Co-owners.

- j) **CO-OWNERS** according to the context shall mean all the buyers/owners, who for the time being shall either complete the purchase of any unit in the building, or have agreed to purchase any Unit in the building, and/or taken lawful possession of any such unit, and, of all the unsold unit and/or Units therein not being parted with as yet may remaining either in possession of the Vendors or the developer, as such.
- k) **ASSOCIATION** shall mean the Association to be formed by all the co-owners as aforesaid for joint care, security, preservation and maintenance of the said building. All the co-owners being agreement bound to join such association on due formation thereof paying proportionately for such purpose.
- l) **PROPORTIONATE SHARE** according to the context shall mean:
- i) Where it refers to the share of the purchasers in the land comprised in the said premises the share of any purchaser therein shall be in the proportion in which the built-up area of said unit may in total as against the total of built-up area of all the units within the building, inclusive of the one being the subject matter hereof.

Where it refers to the share of the purchasers in the Common Areas and Installation the share of any purchaser therein shall be in the proportion in which the built-up areas of the said unit be to the built-up area of all the Units in the building the share of any purchaser in common expenses therefor similarly shall be determined in the said mode and manner PROVIDED NEVERTHELESS THAT, where it refers to the share in the rates and/or taxes payable as, or under common expenses such share shall be determined on the basis of area enjoyed by the Purchaser at the said premises .

2. PROJECT BACKGROUND ,,

- 2.1. One Mahendra Sardar, was the sole and absolute owner of ALL THAT piece and parcel of Bastu Land, measuring an area 15 decimals, more or less, lying and situated at Mouza-Patipukur, J.L. No. 24, Touzi No. 1298/2833, in C.S. Dag No. 509, under C.S. Khatian No. 186, P.S.- Dum Dum, within the jurisdiction of the South Dum Dum Municipality, P.S. Dum Dum, District North 24 Parganas (hereinafter referred to as the "said property") .
- 2.2. The said Mahendra Sardar, died intestate on 26.02.1945, leaving behind him surviving his wife namely Joymani alias Joymati Dasi, as his only legal heirs, successors and/or legal representatives to the estate left behind him and, as such, after his death the said Joymani alias Joymati Dasi, became absolute owner of the property, as aforesaid.
- 2.3. **By** a registered Deed of Gift, written in Bengali language, dated 09.02.1948, registered in the office of the Sub-Registrar Cossipore

Dum Dum, recorded in Book No. I, Volume No. 19, Pages 4 to 6, Being No. 551, for the year 1948, the said Joymani alias Joymati Dasi, the Donor therein, out of love and affection, conveyed and transferred ALL THAT piece and parcel of Bastu land, measuring an area 15 decimals, more or less, lying and situated at Mouza - Patipukur, J.L. No. 24, Touzi No. 1298/2833, in C.S. Dag No. 509, under C.S. Khatian No. 186, within the jurisdiction of the South Dum Dum Municipality, P.S.- Dum Dum, District North 24 Parganas, unto in favour of Smt. Sushila Bala Dasi, the Donee therein, absolutely and forever, morefully and particularly described in the Schedule thereunder written.

- 2.4. By a registered Kobala, written in Bengali language, dated 27.02.1948, registered in the office of the Sub-Registrar Cossipore Dum Dum, recorded in Book No. I, Volume No. 17, Pages 178 to 180, Beign No. 885, for the year 1948, the said Smt. Sushila Bala Dasi, sold, conveyed and transferred ALL THAT piece and parcel of bastu land, measuring an area 15 decimals, more or less, lying and situated at Mouza-Patipukur, J.L. No. 24, Touzi No. 1298/2833, in C.S. Dag No. 509, under C.S. Khatian No. 186, within the jurisdiction of the South Dum Dum Municipality, P.S.- Dum Dum, District North 24 Parganas, unto in favour of Sri Bhim Chadra Dalui, for a valuable consideration mentioned therein, morefully and particularly described in the Schedule thereunder written.
- 2.5. During his life time said Sri Bhim Chadra Dalui, executed and registered a Deed of Settlement on 15.06.1948, recorded in Book No. I, Volume No. 30, Pages 284 to 286, Being No. 2221, for the year 1948, and the said Sri Bhim Chadra Dalui, settled his property and he decided his said Property, as aforesaid, jointly entitled to his four brothers namely Sri Nakul Chandra Dalui, Sri Balaram Chandra Dalui, Sri Krishan Chandra Dalui, Sri Sahadeb Chandra Dalui, all sons of Late Abinash Chadra Dalui, together with Sri Sambhu Charan Singha, son of Late Bhuban Charan Singha, the said settlement contents therein that after demised of the said Sri Bhim Chadra Dalui, the said four brothers namely Sri Nakul Chandra Dalui, Sri Balaram Chandra Dalui, Sri Krishan Chandra Dalui, Sri Sahadeb Chandra Dalui, together with Sri Sambu Charan Singha, as aforesaid are entitled to said property absolutely and forever.
- 2.6. The said Sri Bhim Chadra Dalui, died on 29.06.1948 and in terms of the said Settlement, said Four Brothers Sri Nakul Chandra Dalui, Sri Balaram Chandra Dalui, Sri Krishan Chandra Dalui, Sri Sahadeb Chandra Dalui, together with Sri Sambu Charan Singha, developed the property as per the said deed of Settlement absolutely and forever.

- 2.7. **By** a Registered Kobala, written in Bengali Language, dated 30-08-1961, registered in the office of Sub-Registrar Cossipore Dum Dum, recorded in Book No. I, Volume No. 187, pages 109 to 113, Being No. 7091, for the year 1961, Sri Nitya Nanda Banik, Sri Monoranjan Banik, and Sri Gouranga Chandra Banik, all sons of Mohanta Lal Banik, jointly purchased ALL THAT piece and parcel of Bastu Land, measuring an area 15 decimals, more or less, lying and situated at Mouza-Patipukur, J.L. No. 24, Touzi No. 1298/2833, in C.S. Dag No. 509, under C.S. Khatian No. 186, Police Station – Dum Dum, within the jurisdiction of the South Dum Dum Municipality, District North 24 Parganas, from the said Sri Nakul Chandra Dalui, Sri Balaram Chandra Dalui, Sri Krishna Chandra Dalui, Sri Sahadeb Chandra Dalui, and Sri Sambhu Charan SIngha, the Vendors therein, for a valuable consideration mentioned therein, morefully and particularly described in the Schedule thereunder written, and each having the owner of undivided one/third part or share therein.
- 2.8. **The** said Sri Nitya Nanda Banik and Sri Monoranjan Banik, during their life time, executed and registered a Deed of Settlement on 09-07-1980, registered in the office of the Registrar of Assurances, Calcutta, recorded in Book No.I, Volume No.5, pages 178 to 190, Being No.5247, for the year 1980, and said Sri Nitya Nanda Banik and Sri Monoranjan Banik, settled their share in the property and they decided their share in the property being ALL THAT undivided two/third share in piece and parcel of Bastu Land, measuring an area 15 decimals, more or less, lying and situated at Mouza-Patipukur, J.L. No. 24, Touzi No. 1298/2833, in C.S. Dag No. 509, under C.S. Khatian No. 186, within the jurisdiction of the South Dum Dum Municipality, Police Station - Dum Dum now Lake Town, District North 24 Parganas, jointly entitled to their brother namely the said Sri Gouranga Chandra Banik, the said Settlement contents therein that after demise of the said Sri Nitya Nanda Banik and Sri Monoranjan Banik, their brother namely the said Sri Gouranga Chandra Banik, as aforesaid is entitled absolutely and forever and in case said Gouranga Chandra Banik predeceased the said property devolved upon his legal heirs and/or legal representatives, absolutely and forever!**The** said Monoranjan Banik, died on 30-05-2012, and said Nitya Nanda Banik, died intestate on 21-05-2015, and in terms of the said Deed of Settlement dated 09-07-1980, their brother Gouranga Chandra Banik, bacame the owner of said property **absolutely and forever**
- 2.9. The said Gouranga Chandra Banik, died intestate on 14-04-2006, leaving him surviving his two sons namely Sri Rathindra Nath Banik and Sri Rabindra Nath Banik, as his only legal heirs, successors and/or legal representatives who jointly became the owners of the

said property, as aforesaid, in accordance to Hindu Succession Act, 1956, applicable thereto,

- 2.10. The said Sri Rathindra Nath Banik and Sri Rabindra Nath Banik, by virtue of Inheritance and also according to the said Deed of Settlement became owner of the property and absolutely seized and possessed of or otherwise well and sufficiently entitled to ALL THAT piece or parcel of bastu land, measuring an area 9 (nine) Cottahs, equivalent to 15 decimals, more or less, lying and situated at Mouza-Patipukur, J.L. No. 24, Touzi No. 1298/2833, in C.S. Dag No. 509, under C.S. **Khatian No. 186**, within the jurisdiction of the South Dum Dum Municipality, Police Station – Lake Town (formerly Dum Dum), District North 24 Parganas.
- 2.11. **The said** Sri Rathindra Nath Banik and Sri Rabindra Nath Banik, by virtue of Inheritance and also according to the said Deed of Settlement became owner of the said property being ALL THAT piece or parcel of bastu land, measuring an area 9 (nine) Cottahs, equivalent to 15 decimals, more or less, lying and situated at Mouza-Patipukur, J.L. No. 24, Touzi No. 1298/2833, in C.S. Dag No. 509, under C.S. **Khatian No. 186**, within the jurisdiction of the South Dum Dum Municipality, Police Station – Lake Town (formerly Dum Dum), District North 24 Parganas.
- 2.12. **The** said Sri Rathindra Nath Banik and Sri Rabindra Nath Banik, jointly mutated their names in the record of the South Dum Dum Municipality as owner of the said property and the said property is known as Municipal Holding No.585, S.K. Deb Road, Police Station – Lake Town, Kolkata – 700 048..
- 2.13. **Thus is light of aforesaid facts**, the Vendors herein namely SRI RABINDRA NATH BANIK, AND SRI RATHINDRA NATH BANIK, became absolute owners and sufficiently entitled to ALL THAT piece or parcel of bastu land, measuring an area 9 (nine) Cottahs, equivalent to 15 decimals, more or less, lying and situated at Municipal Holding No.585, S.K. Deb Road, Police Station – Lake Town, Kolkata – 700 048, in Municipal Ward No.34, in Mouza – Patipukur, J.L. No.24, Touzi No.1298/2833, in C.S. Dag No.509, under C.S. Khatian No.186, within the jurisdiction of the South Dum Dum Municipality, Additional District Sub-Registrar Bidhannagar, Salt Lake City, District -24 Parganas (North), hereinafter called the said “LAND”, morefully and particularly described in the **FIRSTSCHEDULE** hereunder written.
- 2.14. The Vendors herein decided to develop the aforesaid land, at the said Municipal Holding No.585, S.K. Deb Road, Police Station – Lake Town, Kolkata – 700 048, in Municipal Ward No.34, within the

jurisdiction of the South Dum Dum Municipality, District -24 Parganas (North), morefully and particularly described in the FIRST SCHEDULE hereunder written, and accordingly Vendors and Developer/Confirming Party had entered into a registered Development Agreement, dated 07-01-2019, registered in the office of the Additional District Sub-Registrar Bidhannagar, Salt Lake City, recorded in Book No.I, Volume No.1504-2019, pages 1120 to 1165, Being No.150400025, for the year 2019, for development of the said land, containing certain terms and conditions as agreed between Vendors and the Developer therein.

2.15. In the aforesaid Development Agreement, dated 07-01-2019 it was inter-alia agreed by and between the Vendors and the Developer that the developer would erect and/or construct the Multi-storeyed residential building known as "**NIRMALA SQUARE**", lying and situated at Municipal Holding No.585, S.K. Deb Road, Police Station – Lake Town, Kolkata – 700 048, in Municipal Ward No.34, within the jurisdiction of the South Dum Dum Municipality, District -24 Parganas (North), therefore containing several self contained flats, shops, office spaces, car parking spaces and other spaces, therein, herein called the said "**BUILDING**", morefully and particularly described in the **SECOND SCHEDULE** hereunder written.

2.16. In connection with the said development agreement, a Development Power of Attorney was executed on 07-01-2019 by the Vendors in favour of **MR. NARENDRA MANPURIA**, director and principal officer of Developer/Confirming Party for performing various acts, deeds and things as stipulated in the said Development Power of Attorney dated 07.01.2019 ..

2.17. The Developer herein had applied and obtained for sanction of a building plan, respecting construction of the Multi-storeyed building at the said Municipal Holding No.585, S.K. Deb Road, Police Station – Lake Town, Kolkata – 700 048, in Municipal Ward No.34, within the jurisdiction of the South Dum Dum Municipality, District -24 Parganas (North), the same being duly sanctioned by the South Dum Dum Municipality vide Plan No. 404, dated 20.12.2018.

3. Declaration by the Purchaser:

The Purchaser hereby declares that Purchaser has independently examined, enquired and/or verified or caused to be examined, enquired and/or verified, inter alia, the title of the Vendor to the said land, the Plan No. 404, dated 20.12.2018, the Built-up area of the Unit, its Super-Built-up area, the Specifications and all the terms and conditions herein and after being fully satisfied about these, the Purchaser is entering into this Agreement and the Purchaser further hereby undertakes not to ever raise any objection of whatsoever nature or kind in these regards.

4. Agreement:

4.1. **The** Purchasers herein have agreed to purchase ALL THAT one unit being residential **Flat No.5B (under construction)**, on the **Fifth Floor**, ad-measuring carpet area **927 (nine hundred twenty seven)** Square feet, more or less, consisting of Three Bed Rooms, One Living/Dining, One Kitchen, Two Toilets and Two Balconies, TOGETHERWITH one covered car parking space, on the Ground floor, hereinafter called the said **"UNIT"**, morefully and particularly described in the **THIRD SCHEDULE** hereunder written, as contained in the building known as **"NIRMALA SQUARE"**, lying and situated at Municipal Holding No.585, S.K. Deb Road, Police Station – Lake Town, Kolkata – 700 048, in Municipal Ward No.34, within the jurisdiction of the South Dum Dum Municipality, District -24 Parganas (North), morefully and particularly described in the **SECOND SCHEDULE** hereunder written, TOGETHER WITH undivided proportionate share in the land and the building thereon, morefully and particularly described in the **SECOND SCHEDULE** hereunder written, TOGETHER WITH common right over the passage, stair case, lift, main entrance, ultimate roof, drain line, water line, pumps and mortars etc., of the said building in common with the Vendors and the other Purchaser and/or Purchasers, morefully and particularly described in the **FOURTH SCHEDULE** hereunder written, TOGETHER WITH obligation to pay for expenses for maintenance and repair of the main structure of the said building, morefully and particularly described in the **FIFTH SCHEDULE** hereunder written, AND FURTHER, subject to the restrictions mentioned in the **SIXTH SCHEDULE** hereunder written, the unit hereunder agreed to be sold within the allocation of the Developer herein –the subject matter hereof, the consideration covering the proportionate value of the land respecting the unit below the building and that covering Developers' charge for construction of the unit within the same as include the amount of consideration as agreed, the unit hereunder agreed to be sold being within the allocation of the Developer, as agreed upon, in terms of the Development Agreement, as aforesaid, at or for the price of **Rs.56,29,671/- (Rupees fifty six lakhs twenty nine thousand six hundred seventy one)** only (i.e. @Rs.6,073/- per square feet), free from all encumbrances.

Provided however in case of any variation arise as to the measurement of the said flat then Purchaser shall get or pay the additional charges to the Developer herein, for such variation at the above mentioned rate

4.2. The Purchasers undertake to pay to the Developer GST and other applicable taxes, on the total consideration amount, in terms of this Agreement for Sale.

- 4.3. The Purchaser shall pay simultaneously with the execution hereof to the Developer/Confirming Party herein to the tune of Rs.**15,48,159/- (Rupees fifteen lakh forty eight thousand one hundred fifty nine)**, only being the earnest money as in part payment of total consideration Rs.**56,29,671/- (Rupees fifty six twenty nine thousand six hundred seventy one)** only for sale of the said unit in favour of the Purchasers, and the Developer/Confirming Party herein formally acknowledge the receipt thereof as per memo of consideration as detailed herein, and would further pay the balance of consideration to the tune of Rs.**40,81,512/- (Rupees forty lakh eighty one thousand five hundred twelve)** only will be paid in the mode and manner, morefully and particularly described in the **EIGHTH SCHEDULE** hereunder written.
- 4.4. If the Purchasers fail to make payment of any of the installment mentioned in the EIGHTH SCHEDULE hereunder written, or any part thereof then in that event the Purchasers will be liable to pay interest @Rs.2% per month on unpaid amounts. In event the installments remain unpaid for a period of two months from the date when same was required to be paid , then the Developer and Vendors shall be entitled to cancel this agreement and return the amount as actually paid by the Purchasers by such time after deducting 10% (ten percent) therefrom within three months from the date of such cancellation.
- 4.5. Upon purchaser complying its obligation under this agreement including payment of consideration amount, the Developer/Confirming Party undertakes to complete construction of the said unit and handover the said unit, morefully and particularly described in the *THIRD SCHEDULE* hereunder written, to the Purchasers in habitable condition within *thirty months* from the date of execution of this agreement.
- 4.6. The Purchasers have been satisfied about the right of the Developer/Confirming Party, the title of the Vendors to the property hereunder agreed to be sold as also the marketability thereof as inter-alia include the said unit to be contained in the said building on the land as aforesaid, and the land as well after verification and inspection of all the papers or documents relating thereto which the Purchasers received from the Developer/ Confirming Party before the execution of these presents, as *also being* fully satisfied about the materials to be used for construction of the unit as per specification thereof as agreed, and mentioned in the SEVENTH SCHEDULE hereunder written.
- 4.7. The Vendors and the Developer/Confirming Party undertake that the said land and also the said unit are free from all encumbrances, having good marketable title thereto.

- 4.8. The Vendors and the Developer/Confirming Party have been handover to the purchaser for inspection all the related documents namely Title Deed, copy of Sanction of the building plan, Municipal Tax receipt, Mutation Certificate, and other relevant documents respecting the unit hereunder agreed to be sold, as also supplied them with Xerox thereof before execution of this agreement for sale and the Purchaser hereby acknowledges the receipt of such document.
- 4.9. Upon payment of the entire balance consideration payable to the Developer/Confirming Party, the Developer/Confirming Party and also the Vendors shall execute and cause to registrar a Deed of Conveyance in favour of the Purchasers, respecting sale of the said unit, morefully and particularly described in the THIRD SCHEDULE hereunder written. The Purchasers will bear all cost and expenses for registering the Deed of Conveyance for the said unit as will be prepared by the Advocate of the Developer/Confirming Party herein. However, such deed of Conveyance will be supplied to the Purchasers prior to the registration to get the same approved by their Lawyer.
- 4.10. After delivery of possession of the said unit, so long as the said unit in the said building shall not be separately assessed by the South Dum Dum Municipality, the Purchasers shall have to pay proportionate share in taxes to the Developer/ Confirming Party as against the said unit hereunder agreed to be sold and all outgoings, maintenance expenses in respect to the said unit from the date of handing over possession of flat forming part of said unit to the purchaser.
- 4.11. In addition to the total consideration mentioned as aforesaid the Purchasers shall pay further towards cost and expenses for arrangement of a separate AC Community Hall, AC Indoor Games Room, Water Filter Plant, 24 Hrs Security Services with CCTV, Generator Backup, Intercom, and Application for New Electric Meter of the said Flat will be paid in the manner, fully described in the NINETH SCHEDULE hereunder written.
- 4.12. If any extra work may required to be done by the Developer/ Confirming party apart from specification mentioned in the SEVENTH SCHEDULE hereunder written, in that event the Purchasers must agreed to bear and/or for such extra work to the Developer/ Confirming Party as such work shall be done only subject to written consent of the Purchasers and according to specification and/or estimation thereof by the Purchasers as shall be submitted to the Developer/Confirming Party before hand with request to execute such work by the Developer/Confirming Party.
- 4.13. It is understood and agreed that the Developer/Confirming Party reserves the right to have sanctioned or regularized the top floor or

part thereof for commercial or semi-commercial use over which the Purchaser shall have no right or entitlement.

- 4.14. The Developer shall be entitled at its option to establish a social cum entertainment club at the said top floor or any other part of the proposed building for flat owners of building and no other person can become member of this club The Purchasers shall be obliged and it shall be mandatory to become member of such club by paying one time entrance fee and recurring monthly subscription. Such amounts requirements and the other Rules and Regulations of such club shall be laid down by the Developer/Confirming Party in due course.
- 4.15. The Vendor shall be entitled to alter and/or modify the Plan No. 404, dated 20.12.2018 including the structural design of the Building, subject to the approval by the KMC for which the Purchaser for all purposes will be deemed to have hereby granted its consent to the Vendor. With the execution of this Agreement, the Purchaser will be deemed to have hereby appointed the Vendor as its agent for performing all deeds, acts, matters and/or things in the office of the South Dum Dum Municipality and other authorities relating to any matters including construction of Building and receiving all notices from the office of the South Dum Dum Municipality and other authorities in respect to matters concerning sanctioning of plan and/or its alteration and/or in respect to any other matter whatsoever. For this purpose, any notice given to the Vendor shall be deemed to be sufficient notice to the Purchaser.
- 4.16. If the Developer/Confirming Party herein gets further sanction of construction over and above the number of floors of the Multi-storied building as has been sanctioned by the South Dum Dum Municipality for further construction of a floor in such event the Confirming Party will has authority to make further construction as per revised sanction plan over the roof on the top floor in that event the Purchasers will not raise any objection or obstruction thereto in any manner whatsoever.
- 4.17. If the Purchaser is desirous to sell, transfer, assign or nominate his/her right and interest to others on strength of this agreement for sale before execution of the Deed of Conveyance then in that event a nomination charges of **RS. 50/-** per sq.ft. shall be paid by the Purchaser to the Developer as nomination fees and a separate nomination agreement shall be executed in the favour of the new incoming purchaser. On the basis of the said nomination agreement he/she shall become entitled to obtain the deed of conveyance and/or transfer the schedule flat in his/her name
- 4.18. Force Majeure: Conditions such as fire, earthquake, tempest, tornado, flood or any other act of God or non-supply of construction material like cement, iron, etc. or stoppage of work due to lock outs, industrial dispute, war, strike, labour trouble, political unrest or any cause beyond the control of the Vendor shall be regarded as Force Majeure

conditions. In case the construction work of the building is hampered in any manner whatsoever totally or partially due to Force Majeure the time of performance by the Vendor of its obligations hereunder shall stand extended by the period for which the Force Majeure conditions shall subsist without the Vendor being required to pay any damages and/or compensation and/or penalty to the Purchaser for such delay.

- 4.19. Continuanace Force Majeure: If due to the continuance of the Force Majeure conditions, a situation so arises that the Price of the Composite Unit is required to be increased due to increase in the Price of the building materials, labour cost or any other reasons whatsoever for the viability of the Project, the Vendor shall intimate the Purchaser of the revised Price, any other amendments hereto. In such a situation, the Purchaser shall have the option either to continue with this Agreement with the amended terms and conditions or may terminate this Agreement in which event the Vendor shall refund the entire amount paid by the Purchaser till such termination but without any interest.

5. Maintenance and Management: For the Maintenance and Management of the Complex:

5.1 Unit Owners' Association: The Developer shall have an Association of the owners of Apartments in the entire Complex (the "**Association**") formed for the management and maintenance of the Common Portions including maintenance of and for collection and disbursement of the Common Expenses.

5.2 Maintenance by the Developer: Till the Association is formed and has taken over the charge of maintenance, the Developer shall carry out the Management and Maintenance by employing such men, technical experts, advisers, agents and other personnel as may be required and pay their salaries/wages/fees for the Maintenance and Management. The Purchaser shall fully co-operate in all matter related with the formation of Assosiation at the said premises.

5.3 Payment of Maintenance Charges: On and from the Possession Date, and irrespective of whether the Purchaser has taken actual physical possession of the Unit or not or whether the entire Common Portions have been constructed and/or installed, the Purchaser shall have to pay the Maintenance Charges to the Vendor.

5.4 Tax Share: Till such time the Composite Unit is separately mutated in the name of the Purchaser with all the concerned authorities, it will pay the proportionate share of the Rates & Taxes together with collection/administrative charges. If there be any addition to the Rates & Taxes due to anything done by the Purchaser in respect of the Unit, viz., any additional fittings, special construction and facilities and/or renting it out, such addition shall be borne and paid exclusively by the Purchaser over and above the Tax Charges.

5.5 Obligations regarding Charges: The Purchaser shall abide by all the rules and regulations regarding the usage of the Common Portions and pay the Maintenance Charges and the Tax Charges within the 7th day of the month for which the same be payable or within 7 (seven) days of being called upon to pay the same. In the event of delay in making payment of the Maintenance Charge or the Tax Share, the same shall be paid by the Purchaser along with interest @ 2 % per month or part in addition to other statutory liabilities and consequences. The outstanding amounts of the Maintenance Charges and/or the Tax Share shall become a charge on the Unit in favour of the Developer and/or the Association, as the case may be, for the purpose of recovering the outstanding dues.

6. PAYMENT OF CHARGES AND COSTS :

- 6.1 The purchasers have to pay 1% of the total sale consideration amount of the said unit as advocate fees including all incidental charges related to preparation and presentation of deed of conveyance for registration.
- 6.2 All the costs, charges and expenses including statutory stamp duty and registration fee payable on all instruments and deeds to be executed in favour of the Purchaser, for effectively conveying the Unit in favour of the Purchaser shall be borne and paid by the Purchaser.
- 6.3 Further, if there is any additional levy, rate or charge of any kind attributable to the Unit, as a consequence of any order of Government / Statuory or other Local Authority, the same, if applicable, shall also be payable by the Purchaser..

7. NOTICE OF POSSESSION :

That the Purchaser upon receiving notice of possession shall clear all his/her dues, if any, within 21 days (Twenty-one) days of the said notice. Possession letter shall be issued to the Purchaser after receiving the entire dues from the Purchaser. In event the Purchaser fails to accept and take over possession of the Apartment, possession of the Apartment shall be deemed to have been taken over by the Purchaser for the purpose of payment of maintenance and other charges attributable to the said unit.

It is also expressly agreed by the Purchaser that any claim against the Developer and/or Vendor with regard to any matter whatsoever which form subject matter of this agreement , shall only be raised prior to taking over the physical possession of the Unit or the date indicated in the "Notice of Possession" whichever is earlier. Thereafter the Purchaser shall not be

entitled to raise any claim against the Developer and/or Vendor and it shall be deemed that the Purchaser has no claim whatsoever against the Developer and/or Vendor. The act of acceptance of possession of Unit by the Purchaser shall be deemed to be understood as complete satisfaction of the Purchaser in respect to the Unit .

FIRST SCHEDULE ABOVE REFERRED TO :

ALL THAT piece or parcel of bastu land, measuring an area 9 (nine) Cottahs, equivalent to 15 (fifteen) Decimals, more or less, together with Tiles shed structure standing thereon, measuring an area 350 (three hundred fifty) Square feet, more or less, lying and situated at Municipal Holding No.585, S.K. Deb Road, Police Station – Lake Town, Kolkata – 700 048, in Municipal Ward No.34, in Mouza – Patipukur, J.L. No.24, Touzi No.1298/2833, in C.S. Dag No.509, under C.S. Khatian No.186, within the jurisdiction of the South Dum Dum Municipality, Additional District Sub-Registrar Bidhannagar, Salt Lake City, District -24 Parganas (North), butted and bounded as follows :

- ON THE NORTH** : By 16'-0" wide passage;
ON THE SOUTH : By 33'-0" wide S.K. Deb Road;
ON THE EAST : By 25'-0" wide S.K. Deb Road;
ON THE WEST : By others plot.

SECOND SCHEDULE ABOVE REFERRED TO :

ALL THAT Multi-storeyed (G+6) brick-built, messuage, tenement, hereditament and premises and/or building, TOGETHERWITH the piece or parcel of bastu land, thereunto belonging whereon or on part whereof the same is erected and built, building known as "**NIRMALA SQUARE**", containing an area of 9 (nine) Cottahs, equivalent to 15 (fifteen) Decimals, more or less, together with Tiles shed structure standing thereon, measuring an area 350 (three hundred fifty) Square feet, more or less, lying and situated at Municipal Holding No.585, S.K. Deb Road, Police Station – Lake Town, Kolkata – 700 048, in Municipal Ward No.34, in Mouza – Patipukur, J.L. No.24, Touzi No.1298/2833, in C.S. Dag No.509, under C.S. Khatian No.186, within the jurisdiction of the South Dum Dum Municipality, Additional District Sub-Registrar Bidhannagar, Salt Lake City, District -24 Parganas (North), butted and bounded as follows :

- ON THE NORTH** : By 16'-0" wide passage;
ON THE SOUTH : By 33'-0" wide S.K. Deb Road;
ON THE EAST : By 25'-0" wide S.K. Deb Road;
ON THE WEST : By others plot.

THIRD SCHEDULE ABOVE REFERRED TO :

(Unit)

ALL THAT one unit being residential **Flat No.5B**, on the **Fifth Floor**, measuring carpet area **927 (nine hundred twenty seven)** Square feet, more or

less, consisting of Three Bed Rooms, One Living/Dining, One Kitchen, Two Toilets and Two Balconies, TOGETHERWITH one covered car parking space, on the Ground floor, as contained in the building known as "**NIRMALA SQUARE**", lying and situated at Municipal Holding No.585, S.K. Deb Road, Police Station – Lake Town, Kolkata – 700 048, in Municipal Ward No.34, within the jurisdiction of the South Dum Dum Municipality, District -24 Parganas (North), morefully and particularly described in the **SECOND SCHEDULE** hereinabove written, TOGETHER WITH undivided proportionate share in the land and the building thereon, morefully and particularly described in the **SECOND SCHEDULE** hereinabove written, TOGETHER WITH common right over the passage, stair case, lift, main entrance, ultimate roof, drain line, water line, pumps and mortars etc., of the said building in common with the Vendors and the other Purchaser and/or Purchasers, morefully and particularly described in the **FOURTH SCHEDULE** hereunder written, TOGETHER WITH obligation to pay for expenses for maintenance and repair of the main structure of the said building, morefully and particularly described in the **FIFTH SCHEDULE** hereunder written, AND FURTHER, subject to the restrictions mentioned in the **SIXTH SCHEDULE** hereunder written.

FOURTH SCHEDULE ABOVE REFERRED TO :

THE VENDORS, PURCHASER OR PURCHASERS ENTITLED TO COMMON USER OF THE COMMON AREAS AND THE COMMON PARTS MENTIONED IN THIS INDETURE SHALL INCLUDE :

1. Stair cases on all the floors and two nos. of lift facilities.
2. Stair cases landing on all floors and lift facilities.
3. Main gate of the said building/premises and common passage and lobby on the Ground Floor to Top floor.
4. Water pumps, water Tank, water pipes and overhead tank on the roof, and other common plumbing installation and also pump.
5. Installation of common services Viz. electricity, water pipes, sewerage, rain water pipes.
6. Lighting in common space, passage, staircase including electric meter fittings.
7. Common Electric meter and box.
8. Electric wiring, meter for lighting stair cases, lobbies and other common areas (excluding those as are installed for any particular floor) and space required therefor, common walls in between the unit being the unit hereunder agreed to be sold, and any other unit beside the same on any side thereof.
9. Windows, Doors, Grills and other fittings of the common areas of the premises.
10. Such other common parts, areas equipment, installation, fixtures, fittings, covered and open space in or about the said premises of the building as are necessary for use and occupancy of the respective units.
11. Electrical wirings, meters (excluding those installed for any particular UNIT).
12. Two nos. of Lift and their accessories.
13. GENERAL COMMON ELEMENTS and facilities meant for the said 'FLAT'

- a. All private ways, curves, side-walls and areas of the said premises.
- b. Exterior conduits, utility lines.
- c. Public connection, meters, gas, electricity, telephone (Intercom) and water owned by public utility or other agencies providing such services, and located outside the building.
- d. Exterior lighting and other facilities necessary to the upkeep and safety of the said building.
- e. All eleventshs including shafts, shaft walls facilities.
- f. All other facilities or elements or any improvement outside the flat but upon the said building which is necessary for or convenient to the existence, management, operation, maintenance and safety of the building or normally in common use.
- g. The foundation, corridor, lobbies, stairways Entrance and exists, Path ways, Footings, Columns, Girders, Beams, Supports, and exterior walls beyond the said 'FLAT', side or interior load bearing walls within the building or concrete floor slab except the roof slab and all concrete ceiling and all staircase in the said building.
- h. Utility lines, telephone and electrical systems contained within the said building.
- i. The ultimate structure in the said building, will jointly be undivided property among the other owners-the Purchasers herein, or other purchasers of different units, subject to limitation, if any, to their such rights of the said building, the purchaser or purchasers being entitled to use and enjoy with the owner, other purchaser, or purchasers without causing inconvenience to one another.

FIFTH SCHEDULE ABOVE REFERRED TO :

THE VENDORS, PURCHASER OR PURCHASERS SHALL HAVE TO BEAR :

1. The expenses of administration, maintenance, repair, replacement of the common parts, equipments, accessories, common area, and facilities including white washing, painting and decorating the exterior portion of the said building, the boundary walls, entrance, the stair cases, the landing, the gutters, rainwater pipes, motor, pumps, water, gas pipe, electric wirings, installation, sewers, drains, and all other common parts, fixtures, fittings and equipments, in under or upon the building enjoyed or used in common by the Purchaser co-Purchasers, or other occupiers thereof.
2. The cost of cleaning, maintaining and lighting the main entrances, passages, landings, stair cases, lift and other parts of the building as enjoyed or used in common by the occupiers of the said building.
3. Cost and charges of the establishment reasonably required for the maintenance of the building, and, for vigilance, safety and security thereof and other incidental costs, as well.
4. The cost of decorating the exterior of the building.
5. The cost of repairing and maintenance of water pump, electrical installations, over lights, and service charges, and suppliers of common utilities.

6. Insurance premium, if any, for insuring the building against any damage due to earthquake, fire, lightening, Civil commotion, etc.
7. South Dum Dum Municipality Multi-storeyed building tax, if any, and other similar taxes, save those separately assessed on the respective unit.
8. Litigation expenses as may be necessary for protecting the right, title and possession of the land and the building.
9. Such other expenses as are necessary or incidental expenses for maintenance, up-keep and security of the building and Govt. duties, as may be determined by the "FLAT" and/or flat owner's Association, as shall be formed by the flat-owners, inclusive the Vendors as soon as possible for the purpose or purposes as aforesaid, such formation of Association thereof in accordance with the provisions of the West Bengal Apartment Ownership Act, and bye Laws, as amended being obligatory on their part in the fullest legal sense of the term.
10. The share of the Purchaser or Purchasers in such common expenses shall generally be proportionate in accordance with the liability of the flat hereunder sold as against the total amount as may be incurred in any of the heads of such expenses in accordance with the proportion of the area within the same as against the total area within the building to be covered there under.

SIXTH SCHEDULE ABOVE REFERRED TO :

**THE GUIDANCE RESPECTING POSSESSION AND/OR USER OF THE FLAT
HEREUNDER DEMISED INTER-ALIA SHALL INCLUDE THE IMPOSITION AND
RESTRICTION AS UNDER :**

The Purchaser or Purchaser/Vendors, and other occupiers, if any, of the building, shall not be entitled to use the aforesaid FLAT/UNIT for the following purpose.

1. Not to use the said "UNIT" and ultimate roof or terrace or any portion thereof in such manner which may or is likely to cause injury, damage, nuisance, or annoyance to the owner or occupiers of the other units, inclusive of "UNIT", nor to use the same for any illegal or immoral purpose in any manner whatsoever.
2. Not to carry on or permit to be carried on upon the said "UNIT" any offensive or unlawful business whatsoever, nor to do or permit to be done anything in the said "UNIT" which may be illegal or forbidden under any law for the time being in force.
3. Not to demolish or cause to be demolished or damaged the said "UNIT" or any part thereof.
4. Not to do or permit to be done any act deed or thing which may render void or voidable any insurance of any unit or any part thereof, or cause any increase in premium payable in respect thereof.
5. Not to claim division or partition of the said land and/or the building thereon, and common areas within the same.
6. Not to decorate the exterior of the said Unit, which may affect the other Units within the said building, or the structure thereof, in any manner whatsoever.

7. Not to throw or accumulate any dirt, rubbish or other refuse or permit the same to be thrown, or accumulate in the "UNIT", or any portion of the building housing the same.
8. Not to avoid the liability or responsibility or repairing any portion, or any component part of the "UNIT" hereunder agreed to be sold and transferred, or fittings and fixtures therein for storing water, sewerages etc. in the event of such portion or part, or fixtures and fittings within the "UNIT", demanding repairs thereby causing inconvenience and injuries to other "UNIT" owners as may be affected in consequence nor to avoid obligation for going free access to the "UNIT" or portion thereof to men agent, masons, as may be required by the flat Owner's Association from time to time therefore on request therefore by such Association.
9. Not to paint outer walls or portion of their "UNIT", common walls or portions of the building, exclusive of the getup thereof, they being entitled to paint inside the walls and portions of their "UNIT" only in any colour of their choice.
10. Not to encroach any common portion of the building, not to obstruct, jeopardie the user thereof, not to encumber any of such portion in any manner whatsoever.
11. The Purchaser of the "UNIT" together with other Purchasers or owners of the other "UNIT" shall, must have the obligations to form an association of such flat owners being members thereof for such purpose according to the provisions of Apartment Ownership Act. And bye Laws as amended upto date, the decisions of the said Association as per unanimous resolution of the members thereof shall always be binding on the members, be that in relation to guidance of members, or maintenance, safety and security of the building or otherwise as shall be taken in the interest thereof.

SEVENTH SCHEDULE ABOVE REFERRED TO :

SPECIFICATION OF THE CONSTRUCTION AND THE FIXTURES AND FITTINGS IN THE FLAT ANNEXED SEPERATELY HERETO :

1. BUILDING IN GENERAL : R.C.C. from structured building with good quality and proper R.C.C. foundation as per the design of Architect/Engineer.
2. OUTSIDE/PARTITION WALLS : Outside walls will be 8" and 5" and partition walls will be 5"/3" the standard quality brick in proper sand cement mortar.
3. WALL AND CELLING : Inside the walls and ceiling will be plastered with sand cement mortar and putty with proper proportion and finished.
4. FLOORING : Entire floor of Bed rooms, Living-cum-dining, Kitchen, Toilets and Verandah with skirting will be Vitrified tiles finished.
5. KITCHEN : Black stone with granite finish on the top of the platform and glazed tiles upto 2'6" feet height from kitchen platform, one steel sink will be provided in kitchen.
6. DOORS & WINDOWS : All door shutters will be flush door and door frames in good quality complete and doors fitted with locking arrangement and the Aluminum sliding window and 3mm glass panels provided for all windows. In Verandah upto waist height grill will be provided.

7. TOILETS : Bathroom with Western commode of Parryware , showers and top tap, one wash basin and hot and cold water arrangement will be provided, in each of the two toilets will be fitted with tiles upto six feet height from floor level. All C.P fitting of reputed brand Jaquar.
8. WATER SUPPLY : twenty four hours water supply through Deep Tubewell in two toilets & and additional municipal water in kitchen.
9. ELECTRIFICATION : Full concealed wiring with copper conduit of Havells.
 - a. Bed Room – Three light points, One fan point, one 5Amp plug point. One A.C. point, one T.V. Point in each Bedroom.
 - b. Living & Dining – Five light points, Three fan points, Two 5Amp socket, One15Amp Socket, provision for T.V. point, Telephone Socket, without cable or wiring, one Intercom point in each Flat.
 - c. Kitchen – Two light Point, One exhaust fan point and One 15Amp plug point, Two 5Amp plug point
 - d. Toilet– One light point, One exhaust fan point and One 15Amp. Plug point in each bath room.
 - e. Verandah/Balcony – One light point, One 5Amp plug point, one Water point with tap.
 - f. Calling Bell – One calling bell point at the main entrance of each flat.(All switches and wires of Havells)
10. All stairs and landings of the stairs will be finished with Marble and common areas walls and ceilings will be finished by plaster of paris. One way light to staircase.
11. SWERAGE – All sewerage lines will be connected to the septic tank through underground pipe line, surface, drainage system will be provided if required connecting to the said drain.
12. WATER LINE/PLUMBING – Concealed G.I./P.V.C. pipe lines in Toilets and Kitchen, CP pillar cocks and bib cocks, Brass stop cock, outside water lines exposes PVC pipe. CI coil lines, PVC rain water lines, white porcelain, one wash basin in each Flat PVC cistern.
13. One Loft will be provided in each Flat.
14. Roof – Water proof roof, cast with roof tiles.
15. Two Lift facilities all the floors.
16. Outside walls of the building marching color (Weather coat paint).

EIGHTH SCHEDULE ABOVE REFERRED TO :

(MODE OF PAYMENT)

- a. On Booking (20%)
- b. On Completion of Pilling (7.5%)
- c. On Completion of Foundation (7.5%)
- d. On Completion of 1st Floor Casting (7.5%)
- e. On Completion of 2nd Floor Casting (7.5%)
- f. On Completion of 3rd Floor Casting (7.5%)
- g. On Completion of 4th Floor Casting (7.5%)
- h. On Completion of 5th Floor Casting (7.5%)

- i. On Completion of 6th Floor Casting (7.5%)
- j. On Completion of Brick Work of the Said unit (5%)
- k. On Completion of POP of the Said unit (5%)
- l. On Completion of Flooring of the said unit (5%)
- m. On Completion of Plumbing & Electrical of the said unit (5%)
- n. Full & Final Payment on receipt of notice of possession or conveyance whichever is earlier (5%).

NINETH SCHEDULE ABOVE REFERRED TO :

CLUB MEMBERSHIP/ DEVELOPMENT CHARGES :

That in accordance with the development plan of the complex, the company proposes to develop a club for the purpose of social activities and the Allottee(s) consent to avail membership of this club. That the recreational club with Air Conditioned indoor Games Room, Ac Children Play Room, AC Community Hall, etc. proposed to be provided in the complex. This club may be developed simultaneous to or after development of the Apartment and for membership and development of the club, the Allottee(s) shall pay **Rs.50 /-** per sqft. (Rupees fifty Only.) It is however made clear that making payment of such membership fee, the allottee(s) shall not have any ownership right.

The Membership fee charged shall be deemed to be a Onetime membership fee and no further dues with regard to membership should be levied against the Alotee or his successors in interest. On the club becoming functional, keeping in view the general requirement of the members, the quantum of facilities available in the club and other incidental factors effecting running and maintenance, the Allottee(s) shall pay charges as prescribed from time to time and also abide by rules and regulation framed by the company for proper management of the club.

IN WITNESS WHEREOF the parties hereto above named set and subscribed their respective hands and seals the day month and year first above written.

SIGNED AND DELIVERED BY
THE VENDORS AT KOLKATA
IN THE PRESENCE OF :

1.

As Constituted Attorney on behalf of 1)
SRI RABINDRA NATH BANIK AND 2)
SRI RATHINDRA NATH BANIK

1) SRI RABINDRA NATH BANIK AND
2) SRI RATHINDRA NATH BANIK
..... VENDORS/FIRST PART

2.

SIGNED AND DELIVERED BY
THE PURCHASERS AT KOLKATA
IN THE PRESENCE OF :

1.

1) MRS. MAMTA MALOO

2.

2) MR. RAJESH MALOO
...PURCHASERS/SECOND PART

SIGNED, SEALED AND DELIVERED
BY THE DEVELOPER AT KOLKATA
IN THE PRESENCE OF:

1.

MR. NARENDRA MANPURIA
DIRECTOR OF
"CALIBRE COMMERCIAL PVT.
LTD."

..... DEVELOPER/CONFIRMING
PARTY/THIRD PART

2.

Drafted by me :

Pratyush Patwari
Advocate
High Court, Calcutta

RECEIVED on and from within named PURCHASERS herein a sum of Rs. **15,48,159/-** (**Rupees fifteen lakh forty eight thousand one hundred fifty nine**) only towards the earnest money, in respect of the aforesaid unit, as per memo of consideration hereunder written in details.

MEMO OF CONSIDERATION

Cheque No./ Cash	Dated	Drawn on	Amount Rs.
TOTAL RUPEES FIFTEEN LAKH FORTY EIGHT THOUSAND ONE HUNDRED FIFTY NINE ONLY.		TotalRs.	15,48,159/-

WITNESSES :

1.

MR. NARENDRA MANPURIA
DIRECTOR OF
"CALIBRE COMMERCIAL PVT.
LTD."
..... DEVELOPER/CONFIRMING
PARTY/THIRD PART

2.