

AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE is made on the 30th day of September, 2019 A.D.

B E T W E E N

SARITHA CONSTRUCTIONS, a Partnership Firm under having it's place of business at: 37, New Settlement Market, P.O: Kharagpur, P.S:Kharagpur(Town), District: Paschim Medinipur, Pin: 721301, **PAN No. ACSFS8772M**, duly represented by its **PARTNERS (1) SRI M.SHIVA SHANKAR RAO** Son of Late M.M.Rao, a resident of 37, New Settlement Market, P.O:Kharagpur, P.S:Kharagpur (Town), District: Paschim Medinipur, Pin: 721301, **PAN No. ACWPR5732Q**, **Aadhaar No: 7888 3854 9020**, **(2) SMT. M.SARITHA** Wife of Sri M.Shiva Shankar Rao, a resident of 37, New Settlement Market, P.O:

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Kharagpur, P.S:Kharagpur (Town), District: Paschim Medinipur, Pin: 721301, **PAN No. BBJPS2121R, Aadhaar No: 6175 8107 1239, (1)SMT. SWAPNA GHOSH** Wife of Sri Amal Ghosh, by nationality – Indian, by faith – Hindu, by occupation – Housewife, a resident of Kharida, Bidhanpally, P.O: Kharagpur, P.S:Kharagpur(Town), District: Paschim Medinipur, Ward No. 17, Pin: 721301, **PAN No. AJQPG6776L, Aadhaar No: 3917 1818 1912, (2)SMT. SHELLY CHOWDHURY** Wife of Late Hem Chandra Chowdhury, by faith-Hindu, by Nationality-Indian, by Occupation-Housewife, a resident of Kharida, Bidhanpally, P.O:Kharagpur, P.S: Kharagpur (Town), District: Paschim Medinipur, Ward No.17, Pin: 721301, **PAN No: AQKPC2799J, Aadhaar No:5737 7491 9452**, duly represented by his Constituted Attorneys **(1) M. SHIVA SHANKAR RAO** Son of Late M.M.Rao, **(2) SMT.M.SARITHA** Wife of Sri M.Shiva Shankar Rao, **PARTNERS OF SARITHA CONSTRUCTIONS**, hereinafter referred to as the **DEVELOPER/ OWNERS / VENDORS** (which expression or term unless excluded by or repugnant to the subject shall mean their heirs, and legal representatives and successors in Office) of the **FIRST PART.**

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SRI MADAN MOHAN DAS Son of Late Jagannath Das, resident of Kharida, Kumarpara, Bagan Bari, P.O:Kharagpur, P.S:Kharagpur (Town), S.R.O:Kharagpur, District: Paschim Medinipur, Pin: 721301, Kharagpur Municipal Ward No:16, by faith: Hindu, by Nationality: Indian, by Profession- Retired Railway Employee, **PAN No: AFMPD7742M, Aadhaar No. 6143 0430 5459**, hereinafter referred as the **PURCHASER** (which expression or term unless excluded by or repugnant to the subject shall mean his heirs, and legal representatives) of the **SECOND PART.**

WHEREAS the below scheduled property along with other properties originally belonged to one Sk. Gulam Mohammad and Sk.Gulam Mohammad was recorded owner of R.S.R.O.R. Record in respect of 31

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decimals of land together with the 66 years old two storied pucca building as morefully described in the aforesaid and was the recorded owner in respect of R.S. Khatian No.19/1, R.S. Plot No.453 and as the recorded owner Sk. Gulam Mohammad paid rent/ khajna to the State of West Bengal through the Block Land & Land Reforms Officer and has been exercising right, title, interest and possession over the entire 31 decimals of land in the said plot and while in exercise of such right, title, interest and possession Sk. Gulam Mohammad by way of a Deed of Gift/ Hebanama/Nirupan Patra/Deed of Settlement the entire property in favour of his son Sk. Oli Mohammad son of Sk. Gulam Mohammad and the said Deed was duly executed and registered in the Office of Additional District Sub- Registrar at Kharagpur being Deed No.1718 dated: 20/04/1965 and ever since the said Deed of Gift executed and registered in favour of Sk. Oli Mohammad he has been exercising right, title, interest and possession over the same and while in exercise of such right, title, interest and possession Sk. Oli Mohammad sold, transferred and conveyed 27 decimals of land along with the above stated constructed house thereupon to Smt. Pratima Roy wife of Sri Khatish Chandra Roy a resident of Kharida, Bidhanpally, P.O:Kharagpur, P.S:Kharagpur, S.R.O: Kharagpur, District: Paschim Medinipur now then Midnapore and the said Deed of Sale was duly entered in Book No.I, Volume No:13, Page No. 104 to 109 being Deed No. 500 for the year 1965 dated: 25/02/1965 and ever since the said Deed of Sale executed and registered in favour of the present Owner she has been exercising absolute right, title, interest and possession over the entire 27 decimals of land and while in exercise of such right, title, interest and possession Smt. Pratima Roy executed a Deed of Gift in favour of his son Ashok Kumar Ray son of Khatish Chandra Ray a resident of Kharida, Fatakazar, P.O:Kharagpur, P.S:Kharagpur(Town), District: Paschim Medinipur and her two married daughters Smt. Santana Ghosh wife of Sri Nagesh Chandra Ghosh, then residing at South Side, P.O:Kharagpur, P.S: Kharagpur(Town), S.R.O: Kharagpur, District: Paschim Medinipur and to Smt. Bandana Biswas wife of Dr. Amarendra Kumar Biswas, resident of A-6, Port Hospital Park, New Alipore, Calcutta then now Kolkata and the said Deed of Gift was duly executed and registered in the Office of 2nd Joint Sub-Registrar at Kharagpur now A.D.S.R; Kharagpur and the said Deed of Gift was duly executed and registered on 30th day of June, 1988 and duly entered in Book No.I, Volume No.48, Page No. 235 to 241 being Deed No.3106 for the year 1988 dated: 30/06/1988 and ever since the said Deed of Gift was executed and registered in their favour they have been exercising their right, title, interest and possession and while in exercise of their right, title, interest and possession Sri

Ashok Kumar Ray son of Late Khitish Chandra Ray executed a Power of Attorney authorizing, constituting, appointing and nominating Sri Debasish Biswas son of Late Amarendra Kumar Biswas, a resident of Sky Line Apartment, Block – E, Flat No.1A & 1B, 79 K.D. Mukherjee Road, P.O:Parnasree, P.S:Parnasree, Kolkata, Pin: 7000 060, District: South 24 Parganas and the said Power of Attorney was duly executed and registered in the Office of Additional Registrar of Assurances-III, Kolkata being No. IV-01663/13 and thereafter Ashok Kumar Ray duly represented by his constituted attorney Dr. Amarendra Kumar Biswas along with Smt. Santana Ghosh and Bandana Biswas sold, transferred and conveyed the 11.50 decimals of land to the Owner no.1 by way of registered Deed of Sale executed and registered in her favour in the Office of Additional Registrar of Assurance of the A.R.A-III, Kolkata and duly entered in Book No.1, Volume No.1903-2016, Page No.76599 – 76631 being Deed No. 190301829 for the year 2016 and upon the said Deed of Sale the present owner no.1 has been exercising her 11.50 decimals of land vacant land as the old residential building on the said plot of land has been demolished by the owner as morefully described in **First Schedule-(A)**.

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WHEREAS by another Deed of Sale Ashok Kumar Ray duly represented by his constituted attorney Dr. Amarendra Kumar Biswas along with Smt. Santana Ghosh and Bandana Biswas sold, transferred and conveyed the 11.50 decimals of land vacant land as the old residential building on the said plot of land has been demolished by the owner to the Owner no.2 by way of registered Deed of Sale executed and registered in her favour in the Office of Additional Registrar of Assurance of the A.R.A-III, Kolkata and duly entered in Book No.1, Volume No.1903-2016, Page No.76665 – 76697 being Deed No. 1903001828 for the year 2016 and upon the said Deed of Sale the present owner no.2 has been exercising her 11.50 decimals of land vacant land as the old residential building on the said plot of land has been demolished by the owner as morefully described in **First Schedule-(B)**.

WHEREAS both the schedule is collectively referred to as the Schedule-‘A’ & ‘B’

WHEREAS in exercise of such right, title, interest and possession **(1)SMT. SWAPNA GHOSH** Wife of Sri Amal Ghosh & **(2)SMT. SHELLY CHOWDHURY** Wife of Late Hem Chandra Chowdhury entered into a Development Agreement with the Developer **SARITHA CONSTRUCTIONS**, a Partnership Firm under having it's place of business at: 37, New Settlement Market, P.O: Kharagpur, P.S:Kharagpur(Town), District: Paschim Medinipur, Pin: 721301, **PAN No.ACSFS8772M**, duly represented by its **PARTNERS (1) SRI M.SHIVA SHANKAR RAO** Son of Late M.M.Rao, a resident of 37, New Settlement Market, P.O:Kharagpur, P.S: Kharagpur(Town), District: Paschim Medinipur, Pin: 721301, **PAN No. ACWPR5732Q,(2) SMT. M.SARITHA** Wife of Sri M.Shiva Shankar Rao, a resident of 37, New Settlement Market, P.O:Kharagpur, P.S: Kharagpur (Town), District: Paschim Medinipur, Pin: 721301, **PAN No. BBJPS2121R**, and the said Development Agreement on the 21st day of December,2018, duly registered in the Office of the Additional District Sub-Registrar, Kharagpur and duly entered in Book No: 1, CD Volume No: 1010-2018, Page from 174068 to 174139 being Deed No:101008811 for the year 2018 and simultaneously along with the said Development Agreement the Owners herein further executed a Development Power of Attorney after Development Agreement which was duly executed and registered in the Office of the Additional District Sub-Registrar, Kharagpur and duly entered in Book No.1, Volume No.1010 - 2018, Page No.174559 to 174593 being Deed No. 101008894 for the year 2018 and the Developer herein duly mutated his name in the Municipal Record and at present the Schedule-II Property is Holding No.233/186, Ward No.17 and such mutation of the Holding was effected by an order by the Chairman, Kharagpur Municipality under Memo No.Coll-391 K.M. dated: 02/04/2019 and a Site Plan was sanctioned for the construction of G + 6 Residential Building and plan was sanctioned and approved by Memo No.1208 PW Dated: 18/04/2019 and simultaneously therewith the site plan for the construction of the G + 6 Residential Building was sanctioned and a plan for the construction for the same was also sanctioned vide Memo No.2798 PW Dated:24/09/2019.

NOW THIS AGREEMENT WITNESSETH and it is hereby agreed by and between the parties herein as followings:

1. The Developer/Vendor/Owner have constructed and is offering to sell and the Purchasers have agreed to acquire a flat(which is

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described in schedule-III hereunder)and the Developer/ Vendor/ Owner has agreed to sell the proportionate share of land appurtenant to the said flat in the said premises at and for consideration of Rs. 27,46,000/-(Rupees Twenty seven lakh forty six thousand) only which will be paid by the Purchaser to the Developer/ Vendor/ Owner in accordance with the Schedule-IV hereunder written.

2. The time/mode of payment as per schedule-IV shall be essence of the contract. All payments shall be made by the Purchaser/s by A/C Payee Cheques/Demand Drafts/ Pay Order in the name of the Vendor.
3. The said flat shall be constructed in accordance with the plan sanctioned by the Kharagpur Municipal Authorities with such modifications or alterations as may be deemed fit and proper by the Developer/Vendor/Owner and/or the Architect and apropos the specifications as given in the schedules hereto. The Purchaser/s hereby concurs with the consents to the same and hereby further agrees not to raise any objection in the event of the Developers/ Vendor/Owner making such alterations or modifications and to the said specifications. Post construction measurements of the built up area of each flats made after the construction of the built up area of flat may vary 3% for super engineering workmanship.
4. That the Purchaser/s shall not do any act, deed or things whereby the construction or development of the said building or property is in any way hindered or impeded with nor shall in any way commit breach of any of the terms and conditions herein contained and the purchaser hereby further agrees that the said flat shall be constructed by or through the Vendor and by no body else.
5. The Purchaser/s shall not cause any interference or obstruction or impediment in the construction of the said building nor shall

claim any right whatsoever or howsoever in respect of the other portions of the said premises or the building to be constructed thereon excepting the said flat.

6. The architect for the time being of the said building shall have the absolute authority to ascertain and determine as to the quality and specifications of the materials to be used in the said building and the purchaser hereby consents to the same.
7. After the construction of the said building is completed and the possession of the said flat is taken over by the purchaser, the Purchaser/s shall not be entitled to in any way dispute or claim by amount on account of any bad workmanship or inferior quality of the materials used in the said building nor any constructional defects in the said building or in the said flat.
8. After the construction of the said flat the Developers/Vendor/Owners shall notify the purchaser of the said completion and within 10(ten) days from date of such notice the purchaser shall take possession of the said flat upon payment of all the dues payable by the Purchaser/s to the Developer/ Vendor/Owner under this agreement. The Developer/ Vendor/ Owner shall handover the flat only upon the purchaser/s registering the Deed of Purchase after full and final payment of the entire consideration money.
9. The Purchaser/s also agrees to pay to the Developers/ Vendor/ Owners in addition to the consideration mentioned hereinabove, proportionately all taxes outgoings and expenses.
10. The completion of the said Flat and/or other flats in the said building now in course of construction, the said flat to be built and erected on behalf of the purchaser/s shall remain in the exclusive possession of the Developer/Vendor/Owner and the purchaser shall not in any way disturb or cause to be disturbed

the peaceful and quiet possession of the Developer/Vendor/ Owner of the said flat to be constructed and erected on behalf of the Purchaser/s.

11. That the time is made the essence of this contract and the Purchaser/s shall pay all the dues on the date and/or at the time as specified and stated in the schedule of payment being Schedule-IV of this Agreement and in the event the Purchaser/s fails to make the payment in the time as specified therein the Purchaser shall have to pay interest @ 18 % per annum calculated from the date on which the same fell due and in the event of further failure to pay the said dues within a period of 180 days of which the same fell due the Vendor shall have the right to cancel rescind and/or revoke the said agreement.
12. After the occupation of the said flat Purchaser/s shall have no claim against the Developer/Vendor/Owner as to any defects in any item of work or construction of the said flat or on any other account whatsoever. It is expressly agreed that the decision of the architect for the time being of the said building as to the quality and specification of the building materials and workmanship shall be final, conclusive and binding on the purchaser/s and the purchaser/s shall not be entitled to dispute or challenge the same on any ground whatsoever.
13. The Purchaser/s shall have no claim save and except in respect of the said flat hereby agreed to be acquired by his/ her. All open space or provided for under this agreement shall remain the property of the Developer/Vendor/Owner to be proportionately shared along with the other flat owners of the building and it shall have the right to transfer or deal with the same in such manner as the Developer/ Vendor/Owner shall in its absolute discretion think fit and proper.

14. The Purchaser/s shall not store in the said flat any good of hazardous or combustible nature or which are too heavy and likely to effect the construction of the structure of the said building or the insurance of the building.
15. The Purchaser/s shall not decorate the exterior of the said building otherwise than in a manner agreed by the Developer/ Vendor/ Owner or in a manner as near as may be in which it was previously decorated.
16. The Purchaser/s shall not put any neon sign or other boards on the outside of the said flat without the consent in writing of the Developer/ Vendor/Owner. It is hereby expressly made clear that in no event the Purchaser/s shall be entitled to open out any new window or any other apparatus protruding outside the exterior of the said portion of the said building.
17. The Purchaser/s shall permit the Developer/Vendor/Owner and its surveyors or agents with or without workman and other at all reasonable times to enter into upon the said flat or any part thereof to view and examine the state and condition.
18. The Purchaser/s shall use the said unit only for the purpose of residence and for no other purpose whatsoever without the consent in writing of the Developer/Vendor/Owner it being expressly understood and agreed that the purchasers shall not use the said flat as a boarding house, guest house, nursing home, dispensary or for any commercial or industrial activities or for any other purpose whatsoever other than for residence except with the written consent of the Developer/Vendor/Owner.
19. The Purchaser/s shall not deposit or permit to be deposited any rubbish in the stair-case or in any common parts of the said building.

20. The Purchaser/s shall not construct or erect any structure or to wall in the parking space, if any, allotted to the purchasers and to use such parking space, if allotted, only for the purpose of the parking and for no other purposes whatsoever.
21. The Purchaser/s shall observe and perform all rules, regulation and restrictions from time to time in force for the proper use and management of the said building.
22. The Purchaser/s shall not commit or permit to be committed any alteration or change in the pipes, conduits, cables or other fixtures and fittings serving the said building and the said flat.
23. Deed of conveyance or transfer shall be in such form and shall contain such exceptions, conditions and restrictions as shall be drafted and prepared by the advocate of the Developer/ Vendor/Owner and the purchaser/s hereby agrees to accept the same without raising any objection thereto and it is further agreed to by the Purchaser/s that the sale deed shall be prepared under the super vision of the Developer/Vendor/Owner and the purchaser shall pay the cost of registration i.e., the Govt. Stamp Duty as may be applicable at that time and in addition a further sum of 2.5 % equivalent to the value of the deed for drafting, settling, drawing to be annexed with the said deed of sale and the registration fee and other official expenses allied thereto.
24. The Purchaser/s shall use the said flat only for residential purpose and not for any other use whatsoever without the consent in writing of the other Flat owners, it is hereby expressly agreed that such restrictions on the purchaser/s shall restrict the right of the Developer/Vendor/Owner to permit any other flat for non-residential purpose. However the said parking space if allotted/ purchased shall remain a part of the said flat and shall

not be sold or let out separately not the same being used for any other purposes except as a parking Space of the purchasers.

25. The Purchaser/s along with such other purchasers who will take, purchase or acquire other Flats in the said building shall form themselves into an association of owners of the various portion of the said building. The memorandum constitution articles rules, regulations and/or bye-laws as the case may be and other documentation of and relating to the formation of such association of the purchaser and relating to the registration and organization thereof shall be in such form as prepared by the advocate or attorney as may be designated by the owners of the flat.
26. The deed of conveyance/transfer in respect of the flat included un-divided proportionate share of land comprised in the said premises for the sake of uniformity shall be drafted by the advocate designated by the Developer/Vendor/Owner and the Developer/ Vendor/ Owners shall be at liberty to impose such condition or conditions as the Developer/Vendor/Owner shall deem fit and proper at the time of registration of the Final Deed of Sale.
27. All stamp fees registration charges and incidental expenses for and/or relating to all documents and for obtaining approvals and consents necessary for various transfer/ conveyance and formation of the holding organization as envisaged hereunder and all other legal costs shall be borne and paid by the purchaser/s and/or proportionately by the co-purchasers as the case may be.
28. The professional fees payable to the advocate for preparation of the documents and papers under this agreement shall be paid by the purchaser.

29. The Developer/Vendor/Owner shall be entitled to all future vertical and horizontal exploitation of the purchaser's/Vendor's portion of the said building and the land by way of additional construction or otherwise on the building or otherwise on the terms and conditions and in the same proportion as specified in this agreement and provisions hereof shall mutatis mutandis apply to such future exploitations.
30. The Developer/Vendor/Owner will complete the said flat within 18(eighteen) months from the day of execution of the agreement subject to however FORCE MEJURE.
31. This agreement contains the entire agreement of the parties and no oral representation or statement shall be considered valid or binding upon either of the parties.
32. That in case of breach of any of the terms of this agreement or any failure on the part of the Purchaser/s to pay the consideration money in accordance with the schedule of payment as given in schedule – IV and further in terms of this agreement as per clause- 11 Vendor shall have right to cancel and rescind the agreement and sale the said flat to any other party as the Developer/Vendor/Owner shall think deem fit and proper.
33. That the Price of the flat has been settled and fixed as per the present market value and in no circumstances the price of the flat shall be increased and the same is made the essence of the contract.
34. That in the event the Purchaser/s fails to pay the consideration money and get the sale deed executed and registered in his/her favour inspite of the readiness and the willingness of the vendor

to execute the same the Developer/Vendor/Owner shall rescind, cancel the agreement and sell the flat to other persons.

35. That the ownership of the land on which the said flat is constructed will be common to all the Purchaser/s none will be able to or entitled to cause any harm or difficulty to the other owners the same shall not bar any purchaser/s in having his/her holding separated, mutated in the B.L. & L.R.O; Kharagpur-1 and in the municipality upon payment of the municipal taxes. Provided however the purchaser/s shall further have the right to apply for electricity connection to the W.B.S. E.D.C.L. Authorities.
36. The Purchaser/s shall have all the necessary right to inspect and verify the title deeds and the relevant papers of the Vendor concerning the said building/flat.
37. The Developer/Vendor/Owner shall further allow 2(two) months time for payment from the due date as given in the schedule –IV Schedule of payment with token interest 18 % per annum and in the event even after the grace period if the purchaser/s fails to pay the installment his/her/their right to purchase the flat will be forfeited the agreement cancelled, rescinded, and 20 % of the earnest money/ advance paid shall be forfeited, timely payment is made the essence of this contract.
38. All expenses for the electricity connection shall be borne by the purchaser and the purchaser shall have to pay the sum as may be demanded by the W.B.S.E.D.C.L. to the Developer/Vendor/Owner before registration of sale deed for his electricity connection in his own name or the purchaser/s may even on his/her/their own take up the matter with the W.B.S.E.D.C.L. Authorities for his/her/their electricity connection however the said option has to be informed to the seller in writing.

39. That the Developer/Vendor/Owner undertakes to execute and register the Sale Deed in question on receipt of the full consideration money. In case of failure on the part of the Developer/ Vendor/ Owner to execute and register the Sale Deed after the payment of the full consideration money the Purchaser/s shall have liberty to get it through court.
40. That the ownership of the roof of the building complex will remain common to all the purchaser/s.
41. That the Parking Space in the compound is common to all purchaser/s of the parking space to be allotted separately at the time of the purchase.
42. That the parties shall try their best to remain true to their commitments and premises and also the terms and conditions of the Agreement.
43. That the parties hereunto shall try their best to reconcile their disputes amicably and in the event the same is not settled then the said dispute shall be referred to an arbitrator and the seat of the arbitrator will be at Kharagpur and the venue of arbitration shall be at “**KRISHNA SHREE ENCLAVE-III**” or any other place as may be mutually agreed to between the parties and the award of the arbitrator shall be a binding upon both the parties and it has been further mutually agreed to and decided amongst the parties as the Developer/Vendor/Owner and the purchaser has agreed to refer any dispute arising out of the said agreement for arbitration under the Arbitration & Conciliation Act'1996 and the award of the arbitrator shall be binding upon the parties.
44. That it has been further mutually agreed to and decided amongst the parties that both the parties shall have the right to appoint an arbitrator and the seat shall be of arbitration at Kharagpur within

the jurisdiction of the Civil Court at Midnapore having jurisdiction over the area where the office of the purchaser is located.

45. Electric connection for common motor pump and other common electric connection will be under the meter of any one owner of a part of the building as decided upon by the other owners. But the Installation charge and electric bill for the said common meter for common motor pump, and other common electric connection will have to be paid by all the owners using it.
46. In the event the purchaser/s intends to get any extra work done in the said flat proposed to be purchased by him not provided in the said drawing the Developer/Vendor/Owner undertakes to get the said extra work done without alteration of any structural changes at the cost of the purchaser/s to be paid by the purchaser/s as separately upon an estimate of such expenses being provided by the Developer/ Vendor/Owner to be approved and accepted in writing by the purchaser.
47. The inner portion of the flat will be maintained by the owners themselves (without disturbing the R.C.C. Frame work).
48. The Agreement for sale prepared in two sets one shall be original for the other, both set prepared on a Non-Judicial Stamp Paper of Rs. 50/- denomination to be retained by the Purchaser and one set prepared on a Non-Judicial Stamp Paper of Rs. 50/- denomination to be retained by the Vendor.

SCHEDULE : I
FITTING SPECIFICATIONS/FEATURES

a) Foundation & Column:

Earthquake resistant reinforced construction and cement concrete footing.

b) Super Structure:

Earthquake resistant reinforced construction and cement concrete framed structure with necessary brick work.

c) Flooring:

Living, Dining, Bedrooms & Internal passage for 2BHK/3BHK flat: Tiles.

Living, Dining, Bedrooms & Internal passage for 2BHK/3BHK flat: Vitrified tiles.

Kitchen & Balconies: Tiles.

Common Lobby & Staircase: Kota stone with marble border.

Toilet flooring: Anti Skid ceramic tiles.

d) Kitchen:

Floor: Tiles

Dado: Ceramic tiles 2 feet above the counter.

Sink: Stainless Steel

Counter: Covered semi modular type.

Cooking platform: Green Marble on RCC Slab.

Fittings: CP fittings of superior brand.

Water Supply: Concealed PVC Piping system for water.

e) Toilets:

Floor: Anti-skid ceramic tiles.

Dado: Ceramic tiles upto 5 feet.

Fittings: CP Fittings of superior brand.

Sanitary Wares: White porcelain WC of European & Indian style with PVC Cistern.

Wash Basin: White Porcelain.

Door: Internal side laminated flash door.

Water Supply: Concealed PVC Piping system for hot & cold water.

f) Wall:

Internal: Putty finish.

Common Area: Plaster of paris finish.

External: Weather coat paint on white cement primer.

g) Windows:

Tightly framed with MS Grill with aluminum standard section casement with glass inserts in each shutter.

h) Balcony, Staircase & Railings:

MS Grill with PVC handrail.

i) Door:

Frame: Seasoned wood.

Main Door: Designed finished with both side polished & laminated of Godrej make with 8 lever mortise lock.

j) Electric:

Wiring: PVC concealed multi strand FRLS Copper wire.

Switch: Modular type imported on hard fiber sheet.

k) Parking Space:

Parking Space inside the campus along with the boundary wall for the purchaser of parking place.

l) Electric Supply:

Electric Supply for the flat is to be taken from the W.B.S.E.D.C.L. by the Flat Owner on application for individual meter as per rule.

Common Meter for common amenities:

An association of all the Flat Owners shall apply for and have meter for Common amenities viz. Lighting for Parking Area, Lift, Staircase, Lobbies, Roofs, Gate, Pump and all other Common Amenities.

FIRST SCHEDULE AS REFERRED TO ABOVE

(A)

ALL THAT the piece and parcel of revenue free land measuring about 11.50 Decimals be little more or less lying and situate in District: Paschim Medinipur, P.O: Kharagpur, P.S: Kharagpur, S.R.O: Kharagpur, Mouza-Kharida, J.L. No. 194,R.S.Khatian No.17,R.S. Plot No.453, under Kharagpur Municipality, Ward

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No. 17(new), 13(old), Holding No. 262/215, classified as-Bastu (Homestead land) along with vacant land as the old residential building on the said plot of land has been demolished by the owner, as morefully shown in sketch map annexed hereto and butted and bounded as under:

(B)

ALL THAT the piece and parcel of revenue free land measuring about 11.50 Decimals be little more or less lying and situate in District: Paschim Medinipur, P.O: Kharagpur, P.S: Kharagpur, S.R.O: Kharagpur, Mouza-Kharida, J.L. No. 194,R.S.Khatian No.17,R.S. Plot No.453, under Kharagpur Municipality, Ward No. 17(new), 13(old), Holding No. 262/215, classified as-Bastu (Homestead land) along with vacant land as the old residential building on the said plot of land has been demolished by the owner, as morefully shown in sketch map annexed hereto and butted and bounded as under:

ON THE NORTH	:	Land of Alok Sinha
ON THE SOUTH	:	Land of Bimala Yadav & 8' wide Road
ON THE EAST	:	15' wide Municipal Road
ON THE WEST	:	Land of Ajoy Sharma & Abhoy Sharma

SCHEDULE - III
(PARTICULARS OF THE FLAT AS BOOKED BY THE PURCHASER/S)

ALL THAT said flat being **Flat No: 203, Second Floor**, South West Side, **Covered area** measuring-**730 square feet**, **Super Built Up** area measuring-**980 square feet** which includes the built up area of the flat and proportionate share of the common area along with the proportionate share of land acquire to the said flat in the said premises, known as

“**KRISHNA SHREE ENCLAVE-III**”.(Electricity connection for the individual flat shall have to be obtained by the flat owners at their cost which includes the proportionate share of the transformer likely to be installed while providing electricity to all the flat owners).

Without Parking Area

SCHEDULE -IV.
(PARTICULARS OF INSTALMENT)

THE PURCHASER shall pay to the Developer a sum of Rs. 27,46,000/-(Rupees Twenty seven lakh forty six thousand) only as consideration money for the said flat in the following manner:-

- 1) On Application ... 5 % of the total cost of the flat;
- 2) On Agreement ... 15 % (on agreement value) paid in cash/cheque vide Money Receipt No.
- 3) On completion of Second Floor Roof Casting ... 10 % of agreement value paid in cash/cheque vide Money Receipt No.
- 4) On completion of Third Floor Roof Casting ... 10 % of agreement value paid in cash/cheque vide Money Receipt No.
- 5) On completion of Fourth Floor Roof Casting ... 10 % of agreement value paid in cash/cheque vide Money Receipt No.
- 6) On completion of Fifth Floor Roof Casting ... 10 % of agreement value paid in cash/cheque vide Money Receipt No.
- 7) On completion of Brick wall casting ... 15 % of agreement value paid in cash/cheque vide Money Receipt No.
- 8) On completion of Plastering and

Flooring, Plumbing, Sanitary Wares, grills, tiles,
Water line with tap, shower, basis line etc. ... 15%
of agreement value paid in cash/cheque vide Money Receipt No.

9) On Registration ... 10%

10) Proportionate cost of Generator to be assessed at the time of registration.

SCHEDULE -V
(COMMON AMMENITIES)

1. The expenses for maintaining, repairing, decorating etc. of the main structure and in particular the road quarters and drains, water pipes, electrical wire in the under or upon the building and enjoyed or used by the purchaser in common with the other occupiers or purchasers of the other units/ parking space and the main stair case, entrances, passages, landings and the building and boundary walls and compounds etc.
2. The cost of clearing the lighting the passages, landing, staircase and other common parts of the building as enjoyed or used by the purchaser/s in common as aforesaid.
3. The cost of the decorating the exterior of the building.
4. The cost of the salaries of the clerks, bill collectors, chowkidars, sweepers, etc.
5. The cost of working and maintenance of generators, T.V. Antenna system, electrical installations etc. and other lights and service charges.
6. Kharagpur Municipality and other taxes/levies.

7. Insurance of the building.
8. Cost of water or electricity meters and/or deposits for water and electricity.
9. Sinking fund and other expenses as are necessary or incidental for the maintenance and up-keep of the building as may be determined by the Developers/owners/ Owners in its absolute discretion.
10. All other costs, deposits and expenses are thus exempted under this present.
11. Common Lift;
12. Common Generator at the cost of purchaser(propportionately to be shared with other flat owners);

IN WITNESSES WHEREOF the parties hereto have hereunto set and subscribed their respective hands and seals to these presents the day, month and year first above written.

WITNESSES:

1.

Signature of the First Part.

2.

Signature of the Second Part.

DRAFTED BY ME:

(SUROJIT DUTTA: ADVOCATE)
JUDGE'S COURT: MIDNAPORE
ENROLLMENT NO: F/941/930/87.

COMPUTERISED BY ME:

(ASHIS SEN)
JUDGE'S COURT: MIDNAPORE.

MEMO OF CONSIDERATION

We, SARITHA CONSTRUCTIONS, a Partnership Firm under having it's place of business at: 37, New Settlement Market, P.O: Kharagpur, P.S:Kharagpur (Town), District: Paschim Medinipur, Pin: 721301, **PAN No. ACSFS8772M**, duly represented by its **PARTNERS (1) SRI M.SHIVA SHANKAR RAO** Son of Late M.M.Rao, a resident of 37, New Settlement Market, P.O:Kharagpur, P.S:Kharagpur (Town), District: Paschim Medinipur, Pin: 721301, **PAN No. ACWPR5732Q, Aadhaar No: 7888 3854 9020, (2) SMT. M.SARITHA** Wife of Sri M.Shiva Shankar Rao, a resident of 37, New Settlement Market, P.O: Kharagpur, P.S:Kharagpur (Town), District: Paschim Medinipur, Pin: 721301, **PAN No. BBJPS2121R, Aadhaar No: 6175 8107 1239**, do hereby acknowledged to have received the total sum of **Rs. 5,00,000/- (Rupees five lakhs) only, by RTGS through Bank of India, Kharagpur Branch Vide RTGS No: BKIDH19268234371 Dated: 25/09/2019** from **SRI MADAN MOHAN DAS** Son of Late Jagannath Das, resident of Kharida, Kumarpara, Bagan Bari, P.O:Kharagpur, P.S:Kharagpur (Town), S.R.O:Kharagpur, District: Paschim Medinipur, Pin: 721301, Kharagpur Municipal Ward No:16, by faith: Hindu, by Nationality: Indian, by Profession- Retired Railway Employee, **PAN No: AFMPD7742M, Aadhaar No. 6143 0430 5459;**

WITNESSES:

1.

2.

Signature of First Part

DRAFTED BY ME:

(SUROJIT DUTTA: ADVOCATE)
JUDGE'S COURT: MIDNAPORE,

P.T.O.

ENROLLMENT NO: F/941/930/87.