

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT is made on the day of 2018 A.D.

BETWEEN

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, by faith-Hindu, by Nationality-Indian,

by Occupation-Business, PAN No. DBJTS2121R, ALOKE KUMAR DANDAPAT Son of Late Dr. Jiban Krishna Dandapat, by nationality – Indian, by faith – Hindu, by occupation – Business, a resident of Chhota Tengra, P.O: Kharagpur, P.S:Kharagpur(Town), District: Paschim Medinipur, Ward No. 28, Pin: 721301, PAN No. ADBPD5563D, Aadhaar No: 5405 6587 9553, 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**.

A N D

..... Son of resident of
..... P.O. P.S:
District: Paschim Medinipur, by faith: Hindu, by Nationality: Indian, by
Profession:, PAN No:, Aadhaar No
.....hereinafter referred as the **PURCHASER/S**(which
expression or term unless excluded by or repugnant to the subject shall
mean his/her/their heirs, and legal representatives) of the **SECOND
PART**.

WHEREAS the below scheduled property lying and situated in District: Paschim Medinipur, Post Office: Kharagpur, Police Station: Kharagpur, Sub-Registry Office: Kharagpur, Pargana: Kharagpur, Mouza: Tajjuli, J.L.No.239, R.S.Khatian No. 42, R.S.Plot No. 71(P), L.R. Khatian No.27/1, L.R.Plot No.15/121, measuring-0.08 decimals and in L.R.Plot No.72, measuring-11.20 decimals, total area measuring-12 decimals, in Kharagpur Municipal Ward No.28(new), Holding No.63/46/A/1 along with other properties originally belonged to one Smt. Anupama Roy Chowdhury wife of Late Surendra Nath Roy Chowdhury and she has been exercising right, title, interest and possession over the below scheduled –II Property along with other Properties and while in exercise of such right, title, interest and

possession Smt. Anupama Roy Chowdhury executed a Deed of Gift pertaining to the entire 63 Decimals of land in R.S.Khatian No.42, R.S.Plot No.71 and the said Deed of Gift was duly executed and registered on 30/05/1966 in the Office of the Additional District Sub-Registrar, Kharagpur being Deed No.2227 for the year 1966 and by virtue of the said Deed of Gift (1) Amarendra Nath Roy Chowdhury, (2) Khagendra Nath Roy Chowdhury, (3) Dwijendra Nath Roy Chowdhury, (4) Dharendra Nath Roy Chowdhury, (5) Amarendra Nath Roy Chowdhury all sons of Late Surendra Nath Roy Chowdhury and thus each of them became entitled to undivided $1/5^{\text{th}}$ share each in the land being R.S.Khatian No.42, R.S.Plot No.71, measuring- 63 decimals and eversince the said Deed of Gift executed and registered in their favour all of them have been exercising undivided right, title, interest and possession over the entire 63 decimals of land in R.S.Khatian No.42 and R.S.Plot No.71 and while in exercise of such right, title, interest and possession Amarendra Nath Roy Chowdhury son of Late Surendra Nath Roy Chowdhury wanted his land to be demarcated by metes and bounds and accordingly (1) Amarendra Nath Roy Chowdhury, (2) Khagendra Nath Roy Chowdhury, (3) Dwijendra Nath Roy Chowdhury, (4) Dharendra Nath Roy Chowdhury along with Amarendra Nath Roy Chowdhury executed a Deed of Partition/Family Settlement and such Deed of Partition/Family Settlement was registered in the Office of the 2nd Joint Sub-Registrar, Kharagpur on the 6th day of October, 1981 being Deed No.3523 for the year 1981 and duly entered in Book No.1, Volume No.72, Page No.119 to 122 and by virtue of the said Deed of Partition/Family Settlement Amarendra Nath Roy Chowdhury became the absolute owner of the land being the Schedule-II Property being the "Kha" Scheduled Property in the said Deed of Partition/Family Settlement and while in exercise of such right, title, interest and possession Amarendra Nath Roy Chowdhury became the absolute owner of the Schedule-II Property and has been paying rent/khajana to the State of West Bengal through the Block Land & Land Reforms Officer and while in exercise of such right, title, interest and possession over the Schedule-II Property Amarendra Nath Roy Chowdhury gifted the said Property to his wife Smt. Ashima Roy Chowdhury wife of Amarendra Nath Roy Chowdhury by way of a Deed of Gift executed and registered in the Office of the 2nd Joint Sub-Registrar, Midnapore at Kharagpur on the 12th day of January, 1982 being Deed No.56 for the year 1982 and duly entered in Book No.1, Volume No.1, Page No.152 to 155 for the year 1982. And eversince the said Deed of Gift executed and

registered in her favour Ashima Roy Chowdhury became the absolute owner of the below Schedule-II Property and while in exercise of such right, title, interest and possession Ashima Roy Chowdhury wife of Amarendra Nath Roy Chowdhury gifted the said Property by way of a Deed of Gift to her sons; (1) Arunava Roy Chowdhury, (2) Tarunava Roy Chowdhury both sons of Amarendra Nath Roy Chowdhury, both residing at Taljuli, Chota Tengra, P.O: Kharagpur, P.S:Kharagpur, S.R.O:Kharagpur, District: Then Midnapore now Paschim Medinipur and (3)Amarendra Nath Roy Chowdhury Son of Late Surendra Nath Roy Chowdhury, is resident of Taljuli, Chota Tengra, P.O: Kharagpur, P.S:Kharagpur, S.R.O:Kharagpur, District: Then Midnapore now Paschim Medinipur and the said Deed of Gift was duly executed and registered in the Office of the Additional District Sub-Registrar at Kharagpur on 23rd day of December,1998 being Deed No.4013 for the year 1999 and duly entered in Book No.1, Volume No.112, Page No. 63 to 67 and in the said Deed of Gift, Ashima Roy Chowdhury wife of Amarendra Nath Roy Chowdhury the doner represented by her constituted attorney her husband Amarendra Nath Roy Chowdhury son of Late Surendra Nath Roy Chowdhury and the said ever since the said Power of Attorney was executed and registered favouring Amarendra Nath Roy Chowdhury duly executed and registered in the Office of the Additional Registrar at Jamshedpur on 11th day of December,1998 being Deed No.569 and ever since the said Deed of Gift executed and registered in their favour they have been exercising right, title, interest and possession over the entire Schedule-II Property and while in exercise of such right, title, interest and possession in favour of (1) Arunava Roy Chowdhury, (2) Tarunava Roy Chowdhury both sons of Amarendra Nath Roy Chowdhury, both residing at Taljuli, Chota Tengra, P.O: Kharagpur, P.S:Kharagpur, S.R.O:Kharagpur, District: Then Midnapore now Paschim Medinipur and (3)Amarendra Nath Roy Chowdhury Son of Late Surendra Nath Roy Chowdhury, is resident of Taljuli, Chota Tengra, P.O: Kharagpur, P.S:Kharagpur, S.R.O:Kharagpur, District: Then Midnapore now Paschim Medinipur sold, transferred and conveyed the Schedule-II Property to the present Owner Alope Kumar Dandapat son of Late Jiban Krishna Dandapat, a resident of Chota Tengra, Dandapat Compound, P.O., P.S., S.R.O:Kharagpur, then District: Midnapore now Paschim Medinipur and the said Deed of Sale was executed and registered on the 26th day of July,2007 being Deed No.4316 for the year 2000 and duly entered in Book No.1, Volume No.121, Page No.183 to 187 and eversince the said

Deed of Sale executed and registered in his favour, he became the absolute owner of the below scheduled-II Property and constructed a two Storied Dwelling House on the said Plot of land which was assessed as Municipal Holding No.63/46/A/1 in Kharagpur Municipal Ward No.28 and paid the taxes to the Kharagpur Municipal Authority and simultaneously there with and/or immediately thereafter Alope Kumar Dandapat @ Alope Dandapat duly recorded his name in the L.R.Records in L.R.Khatian No.27/1 being the Schedule-II Property and has been paying rent to the State of West Bengal through the Block Land & Land Reforms Officer, Kharagpur-1.

WHEREAS in exercise of such right, title, interest and possession **ALOKE KUMAR DANDAPAT** Son of Late Dr. Jiban Krishna Dandapat 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. DBJTS2121R**, and the said Development Agreement further contained a General Power of Attorney and the said Development Agreement-cum-Power of Attorney was duly executed and registered in the Office of the District Sub-Registrar-1, Midnapore and duly entered in Book No.1, Volume No.1001-2017, Page No. 153458 to 153515 being Deed No. 100109008 for the year 2017 and the said Development Agreement along with the Power of Attorney which was duly entered in Book No.1 Volume No.1001-2017, Page No.1532435 to 153457 being Deed No.100109016 for the year 2017 and executed and registered on 17/11/2017 and the Developer herein duly mutated his name in the Municipal Record and at present the Schedule-II Property is Holding No.97/63, I/d No.3329, Ward No.28 and such mutation of the Holding was effected by an order by the Chairman, Kharagpur Municipality under Memo No.Coll-1781 K.M. dated: 05/12/2017 and a Site Plan was sanctioned for the construction of G + 5 Commercial-cum-Residential Building and plan was sanctioned and

approved by Memo No.4819 PW Dated: 18/12/2017 and simultaneously therewith the plan for the construction of the G + 5 Commercial-cum-Residential Building was sanctioned pursuant to an application under Memo No.5372 P.W dated: 18/12/2017 and the Plan was sanctioned under Memo No.53 P.W. Dated: 08/01/2018 upon payment of requisite fees and after having complied with all the provisions of the Act.

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 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...../-(Rupees) 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 instalment 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-II**" 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.

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.

SCHEDULE : II

ALL THAT the piece and parcel of revenue free land measuring about 11.20 Decimals recorded 12 decimals be little more or less lying and situate in District: Paschim Medinipur, P.O:Kharagpur, P.S:Kharagpur, S.R.O: Kharagpur, Mouza-Tajjuli, J.L. No. 239, R.S.Khatian No.42, L.R.Khatian No.27/1, R.S.Plot No.71, L.R.Plot No.15/121, measuring- 8 decimals and in the L.R.Plot No.72, measuring-0.1120 decimals, recorded as 12 decimals, under Kharagpur Municipality, Ward No. 28(New), Holding No.63/46/A/1, classified as-Bastu(Homestead land), as morefully shown in sketch map annexed hereto and butted and bounded as under.

ON THE NORTH	:	Keshiary Road
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ON THE SOUTH	:	Property of Anupama Roychowdhury
ON THE EAST	:	Property of Anupama Roychowdhury
ON THE WEST	:	Anup Gope (The Waldrof)

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

ALL THAT said flat being Flat No:
..... **Floor, Covered area** measuring..... **square feet,**
Common Area- **square feet, Super Built Up area**
measuring..... **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-**
II".(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).

Two/Four Wheeler Parking Area measuring **sq.ft.**

SCHEDULE - IV
(PARTICULARS OF INSTALMENT)

THE PURCHASER shall pay to the Developer a
sum of Rs. /-(Rupees) only including four
wheeler parking area as consideration money for the said
flat/parking area 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, doors, window, grill, tiles, water line with tap, shower, basin 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;