

AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE is made this the day of December, Two Thousand Nineteen, **B E T W E E N (1) SRI ARUN KUMAR SINHA**, Son of Late Ranjit Kumar Sinha, by faith Hindu (Indian), by occupation Business, **(2) SRI DIPANKAR SINHA**, Son of Late Ranjit Kumar Sinha, by faith Hindu (Indian), by occupation Business, **(3) SMT. MAYA MALLICK**, Wife of Sri Subrata Mallick, daughter of Late Ranjit Kumar Sinha, by faith Hindu, by occupation Housewife, **(4) SMT. MALA GHOSH**, Wife of Sri Subhas Ghosh, daughter of Late Ranjit Kumar Sinha, by faith Hindu, by occupation Housewife, **(5) SMT. MALANCHA MONDAL**, Wife of Sri Sachin Kumar Mondal, daughter of Late Ranjit Kumar Sinha, all residing at 43, Raj Ballav Saha Lane, P.S. & District Howrah, all are represented by their constituted attorney **M/S. SKYLAND MERCHANTS**

(2)

PVT. LTD. (PAN -AANCS2919N) a Company incorporated under the Companies Act, 1956 having its registered office at 2, Charu Chandra Singha Lane, P.S. & District Howrah, through it's Director **SRI DEEPAK KEJRIWAL, (PAN - AFTPK1453R)**, son of Sri Ram Gopal Kejriwal by caste Hindu, by occupation Business, residing at 14/3, Tarapada Chatterjee Lane, P.S. Shibpur, District Howrah, hereinafter called and referred to as the **VENDORS** (which term or expression shall unless excluded by or repugnant to the context thereof shall mean and include partners from time to time and their respective heirs, executors, legal representatives, administrators and assigns) of the **FIRST PART**.

A N D

(1) _____ Son of Sri Shriram Prasad, by faith Hindu, all by occupation Business/Service, **(2)** _____ Wife of Sri Dharmendra Prasad, by faith Hindu, by occupation Housewife, both are residing at 20/1/1, Olabibi Tala Lane, P.S. Shibpur, Distict Howrah - 711104, hereinafter called and referred to as the **PURCHASERS** (which expression shall unless excluded by or repugnant to the context hereof be deemed to mean and include their heirs executors legal representatives, and assigns) of the **SECOND PART**.

A N D

M/S. SKYLAND MERCHANTS PVT. LTD. (PAN -AANCS2919N) a Company incorporated under the Companies Act, 1956 having its registered office at 2, Charu Chandra Singha Lane, P.S. & District Howrah, Represented by it's Director **SRI DEEPAK KEJRIWAL, (PAN - AFTPK1453R)**, son of Sri Ram Gopal Kejriwal by caste Hindu, by occupation Business, residing at 14/3, Tarapada Chatterjee Lane, P.S. Shibpur, District Howrah, hereinafter referred to as the **DEVELOPER/CONFIRMING PARTY** (which term and expression shall unless excluded by or repugnant to the subject or context be deemed to

mean and include, directors from time to time and legal representatives and assigns) of the **THIRD PART.**

WHEREAS the Vendors hereto are seized and possessed of or otherwise well an sufficiently entitled to all that piece and parcel of Makorari Mourasi Bastu Land measuring about 02 (Two) Bighas 01 (One) Cottahs, 03 (Three) Chhitaks 43 (Forty-three) Sq. feet with structures standing thereon comprised within Howrah Municipal Corporation holding No. 43, Raj Ballav Saha Lane, P.S. & District Howrah, within Howrah Municipal Corporation Ward No. 28, within the jurisdiction of the Office of the District and Additional District Sub-Registrar, Howrah, more fully and particularly describer in the first schedule here in below hereinafter referred to as the '**Said Property**' having acquired in the manner as follows.

AND WHEREAS various properties situated in different places of Howrah along with said property initially comprised within Howrah Municipal Corporation Holding No. 43 & 43/1, Raj Ballav Saha Lane, P.S. & District Howrah, previously owned & possessed by Ranjit Kumar Sinha the predecessors in interest of the owners hereto, and Randhir Kumar Sinha both sons of Late Hira Lal Sinha.

AND WHEREAS while said Ranjit Kumar Sinha and Randhir Kumar Sinha were in joint possession and enjoyment of their various properties due to inconvenience in joint possession and enjoyment their joint properties they got their joint properties partitioned by a registered Deed of Partition said deed of partition was registered on 13.11.1959 in the office of District Registrar, Howrah recorded in Book No. I, Being No.4628 for the year 1959, and after said deed of partition said Ranjit Kumar Sinha the predecessors in interest of the present owners/vendors got allotment of various properties including properties comprised within Howrah Municipal Corporation Holding No. 43 & 43/1, Raj Ballav Saha Lane, P.S.

& District Howrah as mentioned in "C" Schedule of said registered deed of partition.

AND WHEREAS said Ranjit Kumar Sinha having acquired said property by virtue of aforesaid deed of partition he alone became sole and absolute owner in respect of aforesaid property and while he was in possession and enjoyment of same as absolute owner died intestate on 25.04.1998 leaving behind his wife, two Sons and Three daughters as his legal heirs who jointly inherited said property and became joint owners each having undivided 1/6th share in the said property having acquired by way of law of inheritance and the legal heirs and Vendors mentioned above are in joint possession and enjoyment of said property partly by khas and partly through tenants and paying rates and taxes to the authority concerned and said property is free from all encumbrances whatsoever and the Owners here to alone are entitled to deal with said property in many manner they shall like .

AND WHEREAS the Vendors hereto subsequently applied to the Howrah Municipal Corporation for mutation of their names and amalgamation in respect of properties comprised within holding No. 43, 43/1, Raj Ballav Saha Lane, Howrah and their names were duly mutated and after amalgamation a new holding being No. 43, Raj Ballav Saha Lane, P.S. & District Howrah, was allotted and Vendors have also mutated and recorded their names in the record of L.R. Parcha in the office of B.L. & L.R.O. at Howrah and said amalgamated property comprised in holding No. 43, Raj Ballav Saha Lane, P.S. & Distric Howrah is herein after referred to as the "**Said Property**"

AND WHEREAS the vendors hereto having acquired said property mentioned herein above by inheritance became the absolute owners and occupier of the **SAID PROPERTY** that is in respect of Makorari Mourasi

Bastu Land measuring more or less 02 (Two) Bighas 01 (One) Cottahs, 03 (Three) Chhitaks 43 (Forty-three) Sq. feet with structures standing thereon Comprised within said holding No. 43, Raj Ballav Saha Lane, P.S. & District Howrah, which is more fully described in the **FIRST SCHEDULE** herein below.

AND WHEREAS the vendors hereto having acquired the said property by inheritance as aforesaid and being absolute owners became desirous to develop the said property by constructing buildings thereon i:e on the land measuring 02 (Two) Bighas 01 (One) Cottahs, 03 (Three) Chhitaks 43 (Forty-three) Sq. feet be the same a little more or less comprised within Howrah Municipal Corporation Premises No. 43, Raj Ballav Saha Lane, P.S. & District Howrah, but having no experience in the line of construction due to paucity of fund the Vendors hereto negotiated with the developer the proposal to construct buildings on said property and also agreed to various terms and condition and thereafter entered into a Registered Development agreement dated 06.03.2013 with the developer hereto for raising building/ buildings on said property as per plan and specifications of Howrah Municipal Corporation and with certain terms and conditions as contained in said agreement dated 06.03.2013 registered in the office of A.D.S.R. Howrah and recorded in Book No. I, CD Volume No. 04 pages 3145 to 3171 being No. 01789 for the year 2013 and Puspa Rani Sinha & Others the vendors also executed and registered General Power of Attorney dated 06.03.2013 registered in the office of A.D.S.R. Howrah recorded in Book No I, CD Volume No. 04 pages 3238 to 3254 being No. 1790 for the year 2013 in favour of M/s. Skyland Merchants Pvt. Ltd. a company, empowering the developer company inter alia to do all acts, deeds, things viz. to promote, organize, supervise and construct building/ buildings on the said property and to execute all works up to delivery of the completed flats and to execute agreement for sale and register Sale Deed/Deeds in favour of Purchaser/s of flat/s or spaces in respect of entire constructed area excepting certain areas

as mentioned in the said Development Agreement being the allocation of the vendors.

AND WHEREAS the Developer in the mean time has paid all outstanding dues of taxes and revenues and in terms of aforesaid agreement and by virtue of power of attorney applied to the Howrah Municipal Corporation for updating all documents and papers in respect of said property and completion of all formalities developers have already obtained a sanctioned building plan from the Howrah Municipal Corporation vide BR. No. 91/16-17 dated 05.08.2016 for construction of (G+6) or seventh storied buildings being Block No. A, B C and D, on the said property.

AND WHEREAS in the meantime one of the joint owners namely Puspa Rani Sinha having died intestate on 25.06.2019 her legal heirs being other Vendors hereto namely (i) Sri Arun Kumar Sinha, (ii) Sri Dipankar Sinha, (iii) Smt. Maya Mallick, (iv) Smt. Mala Ghosh, (v) Smt. Malancha Mondal, have jointly inherited the undivided proportionate share of said Puspa Rani Sinha and have agreed and accepted that the Development Agreement and Power of Attorney executed in favour of Developer shall remain in force.

AND WHEREAS the vendors/Developers have already started the construction of buildings as per plan sanctioned by Howrah Municipal Corporation and the Vendors/Developers have declared/proposed to sell the Flat/Unit/Car Parking Space/shops/go down and other Covered Space in the building against consideration which are under construction and/or to be constructed **TOGETHER WITH** undivided variable impartible indivisible proportionate share or interest in the Land and **TOGETHER WITH** undivided right or interest in the common areas and privileges to be provided in the building against payment of consideration @ **Rs.**

(7)

_____ (Rupees
_____) only per Sq. feet Sq. feet.

AND WHEREAS the purchaser/s hereto being satisfied about the right title and interest of the Vendors/Developer and nature of construction and the facilities to be provided and being desirous to own one flat/unit have accepted the proposal and have expressed its intention or proposed to the Vendors/Developer to purchase one **flats/Unit** _____ measuring about **850 Sq. feet** super built up more or less (subject to final measurement after finish) On the **Fifth floor** of the building **Block - "B"** as fully described in the **SECOND SCHEDULE** hereunder written with undivided variable impartible indivisible proportionate share or interest in the Land and TOGETHER WITH undivided right or interest in the common areas and privileges to be provided in the building comprised within or situated at 43, Raj Ballav Saha Lane, P.S. & District Howrah, within Howrah Municipal Corporation Ward No. 28, as fully described in the **THIRD SCHEDULE** hereunder written, and has agreed to pay a total consideration of **Rs.** _____) only i.e. @ **Rs.** _____ (Rupees _____) only per Sq. feet considering the price to be fair and marketable one.

AND WHEREAS the parties hereto have agreed to certain terms and conditions regarding the sale of the said flat/unit as stated above and about the construction of the building and the flat/unit as per specifications described in the **SECOND SCHEDULE** here under written and subject to payment of consideration amount as stated in the **SIXTH SCHEDULE** here under written and subject to payment of proportionate common expenses as stated in the **FOURTH SCHEDULE** here under written and in order to avoid

future confusions and complications parties here to enter into this agreement as follows:-

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

- 1) The Vendors/Developer has agreed to sale and purchaser/s has/have agreed to purchase **ALL THAT** the said residential **Flat** _____ measuring about **850 Sq. feet** super built up be the same or little more or less on the **Fifth Floor** of the building **Block - "B"** within the complex be known as **"SINHA'S RADHIKA APPARTMENTS"** together with undivided proportionate share or interest in the land situated at 43, Raj Ballav Saha Lane, P.S. & District Howrah, more fully and particularly described in the **SECOND SCHEDULE** hereunder written and hereafter referred to as the **"Said Flat"** against total consideration of **Rs.** _____) only on the terms and condition hereinafter contained.
- 2) The Purchaser/s has/have examined before the execution of this Agreement, the Sanctioned Building Plan of the said new multistoried buildings, the title of the Vendors/Developer in the said premises and having been thoroughly satisfied about the same hereby agree and undertake not to raise any question or doubt with regard thereto or to any changes or amendments/alterations that the Vendors/Developer may make in the constructions .
- 3) The purchaser/s undertake to make punctual payment of the total consideration amount for the sale and transfer of the said residential **Flat/Unit** _____ as per installments mentioned in the **SIXTH SCHEDULE** here under written .

- 4) The undivided share in the land at the said premises attributable to the said residential flat/space shall always be indivisible and impartible.
- 5) After payment of the total consideration to the Vendors/ Developer by the Purchaser/s as per payment schedule the Vendors/Developer shall sell, convey the said residential flat along with undivided proportionate share or interest in land of the said premises together with all other common right or rights available in the said building or in the said premises as described in the **THIRD SCHEDULE** hereunder in favour of the purchaser/s absolutely and forever.
- 6) In case of delay or default of payment of any of the installment as mentioned in the payment schedule described in the **SIXTH SCHEDULE** hereunder written for a period of 30 days from its due date, this agreement shall be deemed to have been cancelled and the Vendors/Developer shall have the free right to sale said flat/unit to any third party or to deal with or dispose of the said flat in any manner as it may in its own discretion think fit and proper, without notice to purchasers but Vendors/Developer incase of cancellation shall refund the booking amount after deducting 30% of the paid up amount as penalty or liquidated damages. Provided however if the purchaser within a period of one month from the date of such default shows the reasonable grounds then the Vendors/Developer may accept the due amount with interest as per WBHIRA rules i.e, SBI Prime lending rate + 2% per annum for the defaulting period and may renew the agreement and similarly if the developer fails and neglects in delivering the complete flat within the stipulated period then the developer shall pay interest as per WBHIRA rules i.e, SBI Prime lending rate + 2% per annum on the amount already paid till delivery of possession save and except force majure or delay due to circumstances, unavoidable or beyond control.

- 7) With effect from the date the said residential flat/unit is completed and possession thereof is delivered to the purchasers after realizing full consideration amount by the Vendors/Developer, or from the date of registration of sale deed in respect of said flat/unit which will be earlier, the Purchaser/s shall be liable to bear and pay Municipal and all other rates and taxes and other outgoing in respect of the said flat/premises including the maintenance expenses and the Purchasers shall make all such payments to the Vendors/Developer or such persons as would be nominated by the Vendors/Developer.
- 8) If during construction thereon any alteration and/or modification in the sanctioned plan or specification is made the same will not affect or vitiate this Agreement .
- 9) That the Purchaser/s hereby agree not to transfer or assign the right and benefit under this Agreement to any third party without the consent obtained in writing from the Vendors/Developer and if at all the purchaser makes the assignment or nominate any person in his/her place then the purchaser shall pay a sum of (booking amount) only to the Vendors/Developer being the assignment cheque .
- 12) The possession, constructive and/or symbolic of the said residential flat agreed to be purchased by the Purchaser/s hereunder shall always remain with the Vendors/Developer till such time a Deed of Conveyance is not registered (in accordance with the draft prepared by the Advocate of the Vendors/Developer Mr. Laxmi Kanta Das, at the entire costs and expenses of the purchasers and upon payment of all amount due and upon fulfillment of all the terms and conditions by the Purchasers under this Agreement.
- 13) The sale of said residential flat and undivided proportionate share of interest in land of the said premises as envisaged hereunder shall be completed by the Vendors/Developer in favor of the Purchasers simultaneously with or after the completion of the construction of the

said Flat and delivery of possession thereof to the Purchasers by the Vendors/Developer.

- 14) It is agreed by the Purchaser/s that save and except the residential **flat** _____ in **Block - "B"** agreed to be acquired and the right of common use over common parts and common portions as specified in **THIRD SCHEDULE** hereunder written the purchaser/s shall not have any claim/or any share, right or interest in whatsoever nature in respect of the open spaces, car parking spaces in the new building/ premises except the right of ingress and egress to and from the said flat.
- 15) The Purchasers shall have joint, common, right, title, interest over the open common space of the building on the ground floor and on the top floor roof, also shall have right to use the top floor roof for fitting T.V. Antenna or Aerial of the respective building and the passage for entrance or for free ingress or egress and the Vendors/Developer shall have full right to use or make further construction on the top roof of said building and also shall have the right to install the mobile tower of course after sanction of appropriate authority/H.M. Corporation and for such construction and for installing towers the Purchasers shall not raise any objection or claims whatsoever and the Vendors/Developer shall also have right to sale out the said newly constructed area to the interested buyers.
- 16) The Purchaser/s hereby agree and undertake that after getting the possession of the flat shall initially pay the periodic maintenance charges to the Vendors/Developer which shall be determined by the Vendors/ Developer and subsequently to be a member of the management/owners association of the building as would be formed by the Vendors/Developer and shall abide by all rules, regulation of the said association for proper maintenance/security and safety of the building and further undertake to pay all fees charges cost as would

be charged or fixed by the said association in respect thereof. In case the purchaser as flat owners neglect or fail to pay taxes and other charges regularly then in that event the association shall be entitled to withdraw all the common easement and facilities forthwith attached to the said Flat.

- 17) After formation of the said association the Vendors/Developer will transfer all its responsibilities and/or obligation of the said building to the association and the Vendors/Developer shall have no liability or responsibility whatsoever in respect of the said building or maintenance thereof.
- 18) The Purchaser/s shall use said flat for residential purposes and shall not do any immoral or illegal act or deeds or any other acts which in any way hamper quiet and peaceful living or healthy atmosphere of the building and the purchaser/s undertake not to change any interior structure of the building.
- 19) The Purchaser shall not under any circumstances make construction or alteration on the Verandah/Balconies/ Elevation and shall also not be allowed to interfere with or alter the exterior decoration and external colour of the Building and the Purchasers shall maintain the said flat in good condition at his/their own cost after the same have been handed over to them by the Vendors/Developer and shall abide by all rules and laws of the Govt., Howrah Municipal Corporation or any other concerned authority of the Association formed by the Vendors/Developer in the said Building and/or the said premises.
- 20) The Vendors/Developer shall complete the construction of the said flat as per the specification as recited in **SECOND SCHEDULE** of this Agreement for Sale but any extra work or fittings and/or addition/ alteration/ modification or any variation of the flat before finishing with the instruction of the purchaser may be done if the same is be

permissible and does not disturb the decency and/or structure of the building but the entire cost be borne by the purchaser.

- 21) The Purchaser/s hereby agree to pay/reimburse to the Vendors/Developer the proportionate share of GST and other taxes and expenses in respect of the said flat from the date of the notice by the Vendors/Developer to the purchaser as to completion of the said Flat or on or before registration of sale deed.
- 22) The Purchaser/s hereby agree/s to pay a sum of _____ with the execution of this agreement being the Advocate's fees and expenses for preparation of this agreement for sale and for supply of all connected Xerox attested copies of documents and it is also provided/agreed that the flat /unit after completion shall be registered only by the standard draft of conveyance be prepared by Laxmikanta Das Advocate AND It is agreed that the Purchaser shall pay and/or shall bear all the cost and expenses towards legal fees @ 1.5% of the value of the deed to be assessed by the registrar which includes Advocates' fees and expenses for drafting & preparation of Sale Deed or Conveyance Deed and its registration and other miscellaneous legal expenses apart from the cost and expenses for searching and other legal expenses but excluding stamp duty, Registration Fees and other incidental expenses/charges for Registration of Sale Deed or Conveyance Deed which will be paid separately to the above named Advocate by the purchaser however the amount of expenses would be informed upon calculation at the time of registration.
- 23) The total area of the flat/unit described in the Second Schedule hereunder may be changed after finishing of the said unit, that the purchaser undertake to pay more if the area is found more at the time of final measurement and similarly the Vendors/Developer shall refund the amount if the area is found be less then the area mentioned in this agreement

- 24) That the common parts and portions of the building are described in the Third Schedule hereunder.
- 25) The Vendors/Developer shall complete the said flat in habitable conditions and shall deliver khas vacant peaceful possession of the same in favour of the Purchaser/s within 36 months from the date of execution of this Agreement subject to the payments of the consideration money by the purchasers in favour of the Vendors/Developer as described in payment schedule herein below.
- 26) It is hereby agreed and declared by and between the parties hereto that in the event the Vendors/Developer is prevented by sufficient reasons by any courts order or force majeure the delivery of flat/unit may be delayed for which the same delayed period will be extended and further if the Vendors/Developer is prevented by sufficient reasons for not completing the construction of the said building including the said flat and as well as is also prevented from delivering the possession thereof in favour of the purchaser/s within the period as stipulated herein or within the extended time in that event the Vendors/Developer shall refund the entire earnest money/part payment of consideration money in favour of the Purchasers without any deduction or abatement thereof.
- 27) The purchasers hereby further agree as under:
 - a) The Purchaser apart from GST will be liable to pay all sorts of sales tax liabilities if at all imposed by the State Government or Central Government in respect of the said building and/or the said premises/flat including insurance premium etc. thereof;
 - b) The Purchasers shall have no exclusive right, title, interest on the top roof or the open space in the building.
 - c) That the Super Built up area means 20% less than the saleable area.

- d) The purchaser/s shall pay the amount being the actual expenses for installation of C.E.S.C. Ltd. Electric Meter.
- e) The Purchaser/s shall pay the amount on the basis of actual expenses for installation of electric Main line from the Ground floor to the flat.
- f) Generator at Extra Cost on the basis of actual expenses.

33.

DISPUTE RESOLUTION:

All or any dispute arising out or touching upon or in relation to the terms and conditions of this Agreement, including the interpretation and validity of the terms thereof and the respective rights and obligations of the Parties, shall be settled amicably by mutual discussions, failing which the same shall be settled under Arbitration and Conciliation Act 1996.

(Any additional terms and conditions are not in derogation or inconsistent with the terms and conditions set out in the WBHIRA Act and Rules and Regulations made there under)

THE FIRST SCHEDULE ABOVE REFERRED TO

(The said premises)

ALL THAT the piece and parcel of Mokerari Mourashi Bastu Land measuring about 02 (Two) Bighas 01 (One) Cottahs, 03 (Three) Chhitaks 43 (Forty-three) Sq. feet a little more or less with structure standing thereon comprised in premises No. 43, Raj Ballav Saha Lane, P.S. & District Howrah, within Howrah Municipal Corporation Ward No. 28, in the District of Howrah and the said premises is butted and bounded as follows :-

ON THE NORTH :: 43/6, Raj Ballav Saha Lane.

ON THE SOUTH :: Raj Ballav Saha Lane.

ON THE EAST :: Siddshwari Tala Lane.

ON THE WEST :: 44, Raj Ballav Shah Lane.

THE SECOND SCHEDULE ABOVE REFERRED TO

ALL THAT piece and parcel of complete and habitable **Flat**

On the **Fifth Floor** measuring

about **850 Sq. feet** super built up be the same a little more or less together with undivided proportionate share of land together with right over common facilities, common service area including all fixtures sanitary and electrical installation and fittings inside the said flat in the said multistoried building **Block - "B"** within the complex named as **"SINHA'S RADHIKA APPARTMENTS"** as would be constructed on the piece or parcel of land within the premises No. 43, Raj Ballav Saha Lane, P.S. & District Howrah, within Howrah Municipal Corporation Ward No. 28, as described in the First Schedule hereinbefore, which is butted and bounded as follows : -

ON THE NORTH : Open to Sky.
ON THE SOUTH : Flat No. 501 .
ON THE EAST : Flat No. 503 .
ON THE WEST : Open to Sky.

THE THIRD SCHEDULE ABOVE REFERRED TO
(COMMON AREAS AND FACILITIES IN THE BUILDING AND COMPLEX)

- 1) Stair case Lobbies common passages with Marble finishing in the building in which the flat/unit sold from ground floor up to top floor.
- 2) The foundation, beams, supports, main walls, passage etc.
- 3) The water reservoir on the ground floor with overhead water tank together with the main water pipe line from the overhead tank to the flat/unit in the building in which the flat/unit sold.
- 4) Pump room with motor and pump and pipes.
- 5) 24Hours water supply from the Deep Tube-well through Filtration plant and H.M.C. Water will be supplied as would be available from time to time.
- 6) Water and sewerage evacuation pipes and sewerage common to the buildings.
- 7) Drains and sewerage from the buildings to the Municipal main drain.

- 8) Boundary wall and main entrance in the ground floor for the flat owners.
- 9) Electrical installations.
- 10) Top floor roof .
- 11) Lift (Branded) including Lift Room on Top Floor.
- 12) Darwan's/Caretakers Rooms.
- 13) Community Hall.
- 14) Decorated water body .
- 17) Cable T.V. lining in living Hall.

THE FOURTH SCHEDULE ABOVE REFERRED TO

(Common expenses maintenance to be paid and Conditions Covenants obligations and/or restrictions to be observed and performed by the Purchasers including other flat owners in the Building/Premises).

- a) All charges for consumptions of electricity for the common areas and facilities shall be borne and paid by all the flat owners proportionately.
- b) The costs of maintenance repairs replacement and/or installation as the case may be in respect of common properties mentioned in Third Schedule herein before shall be paid by all flat owners proportionately.
- c) The Purchaser/s and others flat Owners shall at their own cost get their names mutated in the Assessment records in respect of the said flat/unit with Howrah Municipal Corporation but the expenses from the date of delivery of possession of flat or date of registration of sale deed till the same is separately assessed all taxes and outgoings be paid to the Vendors/Developer.
- d) That the Purchasers hereto shall in no manner cause nuisance or annoyance to the other flat Owners of the said buildings.
- e) The Purchaser/s and/or other flat Owners shall pay cost and expenses to the Vendors/Developer for providing in their names

separate Electric Meter or Sub-Meter for supply of Electricity for the flat.

- f) The Purchasers and other flat Owners shall have no right to demolish or damage or cause or permit to be demolished or damage the floor or any part thereof nor make any alternation in the main structure like beams, walls etc. in the said building.
- g) Vendors/Developer shall not do any extra work but at the request of the Purchasers, the Vendors/Developer may do any extra work for the said flat and in such case the Purchaser/s shall pay the cost and expenses for the extra work to the Vendors/Developer at first by way of advance.
- h) The Purchaser/s of flat will initially deposit a sum equivalent to six times to the area of the flat/Car parking/ spaces to the Vendors/Developer before taking the possession of the flat/Car parking/ spaces on maintenance account and after taking possession the Flat/Car parking/ spaces Owners shall take over the maintenance of the Building from the Vendors/Developer and the balance amount after expenses if any will be transferred to the Owner's Association account as would be formed for maintenance of the said Buildings/complex.
- j) The proposed/New buildings will be named and/or be known as **“SINHA'S RADHIKA APPARTMENTS”** which shall not be changed.

**THE FIFTH SCHEDULE ABOVE REFERRED TO
(Construction Details with Flat Specifications)**

Building : Four multistoried buildings i.e. Block A, B, C and D will be constructed with Beautiful Elevation and said Buildings be painted by water proof colour .

- Structure : R.C.C. framed structure foundation.
- Doors : The main entrance door will be Wooden Door and all frames and other doors will be waterproof flush door .
- Windows : Aluminium Sliding windows with Grill.
- Flooring : Full Vertified Tiles..
- Bathroom : tiles on the walls up to 6 ½ feet height, with ISI Mark sanitary fixtures, concealed plumbing lines and provision for hot & cold water C.P. fitting of Branded Company .
- Kitchen : Granite Platform or counter top with stainless steel sink, Matching glazed tiles up to 6' ft. from the platform. One water tap point with C.P. Bib cock of Branded Company along with one filter water point .
- Walls : A class Bricks 8" outside walls, 5" flat partition. 3" inner walls. Internal walls with white putty finishes.
- Electricals: ISI Mark wire's and modular switches for Two Light Points, One 5 Amp. Plug Point, One Fan Point in bed room. Two Light Point, One Point for T.V., in living area only, One Fuse Point and one 5 Amp. Plug Point in Dinning Hall. One Light Point, One Point for Exhaust Fan & Fuse Point in Kitchen & Toile and one A/C Point in one Bed room.
- Water : Water supply by Deep Tube-well boring after Filterisation through water filter plant to be installed with overhead tank and supply of Corporation water as per availability.
- Lift : Lift (Branded) in each Building
- Exterior : The exterior of the building be finished with durable weather proof finish.

C.C. T.V. Camera ; To cover the common areas

Generator facility for all common amenities, like, lift, pump & common light..

On extra cost the following facilities will be provided.

Collapsible Gate on the main Gate ;

Transformer.

Car parking.

THE SIXTH SCHEDULE ABOVE REFERRED TO

(The payment schedule)

That the purchaser under take to pay the cost of the Flat/Unit in the manner as follows:-

- * At the time of booking 10% of the entire cost i.e. **Rs.** _____
- * At the time of Roof casting of respective Floor 30 %
of the entire cost **Rs.** _____
- * At the time of brick-wall. 20% of the entire cost **Rs.** _____
- * At the time of flooring 20% of the entire cost **Rs.** _____
- * Rest 20% at the time of possession or on
execution of Deed of Sale or Conveyance,
whichever is earlier i.e. **Rs.** _____

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

SIGNED, SEALED AND DELIVERED

BY VENDORS/DEVELOPERAT HOWRAH

IN THE PRESENCE OF:

(21)

**SIGNED, SEALED AND DELIVERED
BY PURCHASER AT HOWRAH
IN THE PRESENCE OF:**

SIGNATURE OF THE V E N D O R

SIGNATURE OF THE PURCHASERS

**SIGNATURE OF THE CONFIRMING
PARTY**

**DRAFTED BY ME AND PREPARED
IN MY OFFICE**

**ADVICATE
JUDGES COURT HOWRAH**

MONEY RECEIPT

RECEIVED from the within named Purchaser a sum of **Rs. 4,01,000/-** (Rupees Four Lakhs One Thousand) only as advance or earnest money out of total Consideration Money **Rs.** _____) only against sale of flat/unit mentioned in this agreement.

| <u>CHEQUE NO.</u> | <u>DATED</u> | <u>DRAWN ON</u> | <u>AMOUNT (Rs.)</u> |
|--------------------------|---------------------|------------------------|----------------------------|
| 146417 | 13.09.2018 | Allahabad Bank | 1,51,000-00 |
| 146418 | 19.01.2019 | Allahabad Bank | 1,50,000-00 |
| 146420 | 25.06.2019 | Allahabad Bank | 1,00,000-00 |
| | | | |

(22)

Total Rs. 4,01,000-00

Rupees : Four Lakhs One Thousand only

SIGNATURE OF DEVELOPER

Typed By :-