## **AGREEMENT FOR SALE**

**THIS AGREEMENT FOR SALE** is made on this day of October, 2018 (Two Thousand Eighteen)

#### BETWEEN

(1) SHAMBHU NATH DAS (PAN AGFPD4210Q), (ADHAAR NO. 5773 2949 9635) son of Sri Anil Kumar Das, by faith - Hindu, by Nationality - Indian, by occupation - service, residing at Village and Post Office - Dakshin Jagaddal, Police Station - Sonarpur, Kolkata -700 151, 2) SANTI PRIYA HOWLY, (PAN AMBPH4474Q), (ADHAAR **NO. 3896 8046 4909)** son of Shibapada Howly, by faith – Hindu, by Nationality - Indian, by occupation - service, Kolkata -700 151, residing at Kattayanitala St. Post Office - Dakshin Jagaddal, Police Station - Sonarpur, Kolkata -700 151, 3) SWAPAN MUKHERJEE, (PAN AMEPM7645R), (ADHAAR NO. 9303 2807 6697)) son of Satkari Mukherjee, by faith - Hindu, by Nationality - Indian, by occupation -Busineess, Kolkata -700 151, residing at Kattavanitala St. Post Office - Dakshin Jagaddal, Police Station - Sonarpur, Kolkata -700 151, 4) SHYAMAL BHOWMICK, (PAN AHPPB0364E), Late Narendra Nath Bhowmick, by faith - Hindu, by Nationality -Indian, by occupation - business, residing at Jagaddal, Post Office -Dakshin Jagaddal, Police Station - Sonarpur, Kolkata -700 151 jointly hereinafter called and referred to as the "OWNERS/VENDORS" (which term or expression shall unless excluded by or repugnant to the context be deemed to mean and include their respective legal heirs, executors, successors, administrators, legal representatives and/or assigns) of the FIRST PART.

#### AND

(1)	SRI.	SAILES	H CHA	NDRA	ROY	(PAN	)	, (ADHA	AR
NO.	•••••	) Sor	of SRI.	SATIS	H CHAN	NDRA 1	ROY, by fa	ith – Hind	du,
by	Nation	nality –	Indian,	by o	ccupati	on –	Service,	residing	at
		.Post Off	ice	F	Police St	ation-		PIN -700.	

residing hereinafter called and referred to as the "PURCHASERS" (which term or expression shall unless excluded by or repugnant to the context be deemed to mean and include their respective legal heirs, executors, successors, administrators, legal representatives and/or assigns) of the **SECOND PART.** 

#### AND

(1) SMT PRATISTHA GHOSH (PAN AYSPG0223F), (ADHAAR NO. 3474 0053 4940) daughter of Sri Purnendu Ghosh, by faith - Hindu, by Nationality - Indian, by occupation - Business, residing at K.G. Das Road, P.O. Baruipur, P.S. Baruipur, Kolkata - 700 144 in the District 24 Parganas (South), (2) SRI PAWAN AGARWAL (PAN **AFXPA0641R), (ADHAAR NO. 6896 1598 8134)** son of Sri Babulal Agarwal, by faith - Hindu, by Nationality - Indian, by occupation -Business, residing at 4 sight Model Town Complex, Madhya Balia, Flat No.E121, P.O. Garia, P.S. Sonarpur, Kolkata - 700 084 in the District 24 Parganas (South), (3) SRI SUBHAJIT CHAKRABORTY, (PAN AJFPC6541A), son of Late Mohan Lal Chakraborty, by faith - Hindu, by Nationality - Indian, by occupation - Business, residing at S.B. Road Rajpur, P.O. Rajpur, P.S. Sonarpur, Kolkata - 700 149 in the District 24 Parganas (South) and hereinafter jointly called and referred to as the "DEVELOPERS" (which term or expression shall unless excluded by or repugnant to the context be deemed to mean and include their resepctive legal heirs, executors, successors, administrators, legal representatives and/or assigns) of the THIRD PART.

**WHEREAS** the Owners No. 1 herein got and acquired ALL THAT a piece and parcel of homestead land measuring 3 cottahs 0 chittaks

22.5 sq.ft. more or less, with a structure standing thereon, situated at Mouza-Jagaddal, J.L. 71, Pargana – Magura, Touzi No. 47,49,64,63,68 R.S. No. 233, comprised in C.S. Dag no. 3114, 3115, R.S. dag No. 3114/3499 & 3115/3501, appertaining to R.S. Khatian No. 664, under P.S. Sonarpur, at present lying within the limits of the Rajpur Sonarpur Municipality, Ward no. 25, being part of Holding No. 134, Kattyanitala Street, Sub-registry office at Sonarpur, in the district of South 24 Parganas, more fully described in the first schedule hereunder written, by a Bengali Deed of Gift, dated 12.2.2013, registered in the office of A.D.S.R. at Sonarpur and recorded in Book No. 1, CD Volume No. 4, pages from 5684 to 5694, deed no. 01599, for the year 2013, from his father Sri ShibpadaHowly.

**AND WHEREAS** the Owners No. 2 herein got and acquired ALL THAT a piece and parcel of homestead land measuring 50decimals more or less, with a structure standing thereon, situated at Mouza-Jagaddal, J.L. 71, Pargana – Magura, Touzi No. 47,49,64,63,68 R.S. No. 233, comprised in C.S. Dag & R.S. dag no. 3114 (29 decimals)C.S. Dag & R.S. dag no. 3115 (21 decimals), appertaining to R.S. Khatian No. 664, under P.S. Sonarpur, at present lying within the limits of the Rajpur Sonarpur Municipality, Ward no. 25, Sub-registry office at Sonarpur, in the district of South 24 Parganas, morefully described in the first schedule hereunder written, by a Bengali Deed of Gift, dated 23.3.1966, registered in the office of S.R. at Baruipur and recorded in Book No. 1, Volume No. 51, pages from 98 to 100, deed no. 3488, for the year 1966, from his Laksmi Narayan Mukhopadhyay, son of Rameswar Mukhopadhyay.

**AND WHEREAS** being the owner of the said land, the said Swapan Kumar Mukhgerjee mutated his name in the office of the Rajpur

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Sonarpur Municipality in respect of the said land, which was known as Municipal holding no. 128, Kattyanitala Street, and also recorded his name in the office of the district collector, (B.L. & L.R.O.) and the said land is recorded as L.R. Dag no. 3157 and 3158 under L.R. 1697 in the L.R. Settlement records of right as the absolute owner thereof.

**AND WHEREAS** the Owners No. 3 herein purchased ALL THAT a piece and parcel of homestead land measuring 7 cottahs 8 chittaks 0 sq.ft. more or less, with a structure standing thereon, situated at Mouza-Jagaddal, J.L. 71, Pargana – Magura, Touzi No. 47,49,64,63,68 R.S. No. 233, comprised in C.S. Dag no. & R.S. dag No. 3150, appertaining to R.S. Khatian No. 663, corresponding to L.R. Dag no. 3196 under L.R. Khatian no 370 under P.S. Sonarpur, at present lying within the limits of the Rajpur Sonarpur Municipality, Ward no. 25, Sub-registry office at Sonarpur, in the district of South 24 Parganas, morefully described in the first schedule hereunder written, by two separate Bengali Deed of Sale, out of which one dated 9/10/2002, registered in the office of D.S.R.IV at Alipore and recorded in Book No. 1, Volumn No. 20, pages from 25 to 39, deed no. 02385, for the year 2006, and other deed registered dated 18/5/2004, Volume No. 45, pages from 2542 to 2556, deed no. 05912, for the year 2006, from the then lawful owner Smt. Krishna Kumari Dasi, wife of Late Ratan Ch. Mondal, through her constitute Attorney Sri Panchanan Mondal, son of Late Ratan Ch. Mondal.

**AND WHEREAS** the Owners No. 4 herein purchased ALL THAT a piece and parcel of homestead land measuring 2 cottahs 11 chittaks 0 sq.ft. more or less, with a structure standing thereon, situated at Mouza-Jagaddal, J.L. 71, Pargana – Magura, Touzi No. 47,49,64,63,68 R.S. No. 233, comprised in C.S. Dag no. & R.S. dag No. 3149, appertaining

to R.S. Khatian No. 660, under L.R. Khatian no 370 under P.S. Sonarpur, at present lying within the limits of the Rajpur Sonarpur Municipality, Ward no. 25, Sub-registry office at Sonarpur, in the district of South 24 Parganas, morefully described in the first schedule hereunder written, by a Bengali Deed of Sale dated 4/6/2008, registered in the office of A.D.S.R. at Sonarpur and recorded in Book No. 1, CD Volume No. 14, pages from 3465 to 3477, deed no. 5464, for the year 2008, from Sri Dwaipayan Bhattacharya, son of Ashutosh Bhattacharya.

**AND WHEREAS** being the owner of the said land, the said ShambhuNath Das mutated his name in the office of the Rajpur Sonarpur Municipality in respect of the said land, which was known as Municipal Holding No. 424, K.M. Roy Chowdhury Road.

**AND WHEREAS** the said Sri Shanti Priya Howly granted, transferred and conveyed by way of gift undivided 4 chittaks out of 3 cottahs 25 sq.ft.R.S. dag No. 3114, 3115, L.R. dag no 3157 & 3158, under R.S. Khatian No. 664, of mouza – Jagaddal, more fully described in the first schedule hereunder written, by a deed of gift 22/2/2013, registered at A.R.A-I, Kolkata, vide Book No. 1, CD Volume No. 5, pages from 5889 to 5899, deed no. 02414, for the year 2013, unto the said Sri Swapan Kumar Mukherjee.

**AND WHEREAS** the said Sri Swapan Kumar Mukherjee granted, transferred and conveyed by way of gift undivided 2 chittaks out of 8 cottahs 11 chittaks more or less of R.S. dag No. 3115, L.R. dag no 3158, under R.S. Khatian No. 664, L.R. Khatian no. 1697, and 2 chittaks out of 2 cottahs 30 sq.ft.R.S. dag No. 3114, L.R. dag no 3157,

under R.S. Khatian No. 664, L.R. Khatian no. 1697, of mouza – Jagaddal, more fully described in the first schedule hereunder written, by a deed of gift 22/2/2013, registered at A.R.A-I, Kolkata, vide Book No. 1, CD Volume No. 5, pages from 5900 to 5911, deed no. 02415, for the year 2013, unto the said Sri Shanti Priya Howly.

**AND WHEREAS** the said Sri Shambhu Nath Das granted, transferred and conveyed by way of gift undivided 2 chittaks out of 2 cottahs 11 chittaks more or less of C.S. & R.S. dag No. 3149, L.R. dag no 3195, under R.S. Khatian No. 660, of mouza – Jagaddal, more fully described in the first schedule hereunder written, by a deed of gift 9/12/2014, registered at A.D.S.R. Sonarpur, vide Book No. 1, CD Volume No. 24, pages from 5951 to 5960, deed no. 11772, for the year 2014, unto the said Sri Shyamal Bhowmick.

**AND WHEREAS** the said Sri Shyamal Bhowmick granted, transferred and conveyed by way of gift undivided 2 chittaks out of 7 cottahs 8 chittaks more or less of C.S. & R.S. dag No. 3150, L.R. dag no 3196, under R.S. Khatian No. 663, L.R. Khatian no. 370, of mouza – Jagaddal, more fully described in the first schedule hereunder written, by a deed of gift 9/12/2014, registered at A.D.S.R. Sonarpur, vide Book No. 1, CD Volume No. 24, pages from 5941 to 5950, deed no. 11773, for the year 2014, unto the said Sri Shambhu Nath Das.

**AND WHEREAS** the said Sri Shyamal Bhowmick & Sri Shambhu Nath Das granted, transferred and conveyed by way of gift undivided 2 chittaks out of 10 cottahs 3 chittaks more or less of C.S. & R.S. dag No. 3149 & 3150, L.R. dag no 3195 & 3196, under R.S. Khatian No. 660 & 663, L.R. Khatian no. 370, of mouza – jagaddal, more fully

described in the first schedule hereunder written,by a deed of gift dated 9/12/2014, registered at A.D.S.R. Sonarpur, vide Book No. 1, CD Volumn No. 24, pages from 5926 to 5940, deed no. 11774, for the year 2014, unto the said Sri Shanti Priya Howly & Sri Swapan Kumar Mukherjee.

AND WHEREAS the said Sri Shanti Priya Howly & Sri Swapan Kumar Mukherjee granted, transferred and conveyed by way of gift undivided 4 chittaks out of 13 cottahs 12 chittaks 7 sq.ft. more or less of C.S. & R.S. dag No. 3114 & 3115, R.S. dag no. 3114 & 3115, 3114/3499 & 3115/3501, L.R. dag no 3157 & 3158, under R.S. Khatian No. 664 & 663, L.R. Khatian no. 1697, of mouza – Jagaddal, more fully described in the first schedule hereunder written,by a deed of gift dated 9/12/2014, registered at A.D.S.R. Sonarpur, vide Book No. 1, CD Volume No. 24, pages from 5911 to 5925, deed no. 11775, for the year 2014, unto the said Sri Shyamal Bhowmick & Sri Shambhu Nath Das.

AND WHEREAS thus the owners herein jointly seized and possessed of the aforesaid four adjoining plots total land measuring 23 Cottahs 15 Chittaks 7.5 sq.ft. be the same a little more or less with structure standing thereon, and got their names mutated in the office of the Rajpur Sonarpur Municipality and the said property since known and numbered as Municipal holding no. 128, Kattyanitala Street, ward no. 25, upon payment of rates and taxes thereto and subsequently they recorded their names in the office of the district collector, (B.L. & L.R.O. concerned) their names are recorded in the recent published L.R. settlement records of rights as the absolute owners in their respective share.

AND WHEREAS thus the owners herein jointly seized and possessed of the said land measuring 23 Cottahs 15 Chittaks 7.5 sq.ft.more or less with structure standing thereon, out of which land measuring 3 Cottahs 22.5 sq.ft. owner no. 1 Sri Shanti Priya Howly,land measuring 10 Cottahs 11 Chittaks of theowner no. 2 herein Sri Swapan Kumar Mukherjee,land measuring 7 Cottahs 8 Chittaks of theowner no. 3 herein Sri Shyamal Bhowmick and land measuring 2 Cottahs 11 Chittaks of theowner no. 4 herein Sri Shambhu Nath Das, all having unfettered right, title and interest thereto and free from all encumbrances.

AND WHEREAS with a view to develop the said property, the owners herein entered into a Development Agreement, dated 02-04-2015 with the developer herein for development of the said land measuring 23 Cottahs 15 chittaks 7.5 sq.ft. be the same little more or less, for construction of a G+IV storied building as per plan to be sanctioned by the Rajpur Sonarpur Municipality at the cost of the Developer herein after demolishing the existing structure thereon under certain terms and conditions contained therein and the said agreement was duly registered at D.S.R. – IV, Alipore and recorded in Book No. I, CD Volume No. 10, Pages 5667 to 5694, being No. 03005 for the year 2015 and the said owners also granted a General Power of Attorney on 02-04-2015 in favour of the Developer, registered in the D.S.R. – IV, Alipore and recorded in Book No. I, CD Volume No. 10, Pages 5573 to 5591, being No. 03006 for the year 2015.

**AND WHEREAS** by the said development agreement and general power of attorney, the owners herein have confirmed the developer inter alia right to construct, negotiate for sale of the said developer's

allocation to any person or persons, its nominees, wherein to purchase undivided proportionate share in the land and the flat no. be constructed at the said premises and to receive the part and full consideration money from the intending purchaser or purchasers.

**AND WHEREAS** the Developer herein has already started the construction of the said G+IV storied building at the said land and premises as described in the First Schedule below as per the said sanctioned building plan after demolishing the existing structure at their own costs and expenses vide **sanction plan no. 302/CB/25/73 dated 14/5/2015** 

**AND WHEREAS** the Developer herein declared for absolute sale under Ownership apartment system out of the Developer's allocation, the flats and spaces and the Purchasers herein being satisfied with the right, title and interest in the said property of the Owners and the developer and construction of the building and flats proposed to purchase ALL THAT self contained residential (with lift facility) under construction Flat being No. 1/4D, on the 4th Floor, at South-East side, , measuring about 1170 sq. ft. super built up area more or less in the Housing Complex known as "TULIP GARDEN" with right to use and enjoy in common the areas and facilities provided in the said building with other owners and occupiers of the said premises together with undivided proportionate share in the said land, more fully described in the second schedule hereunder written, at the total fixed price or consideration of Rs. 29,99,500 (Rupees Twenty Nine Lakhs NintyNine Thousand Five Hundred) only and the owners and developer herein agreed to sell the said flat at the said consideration to the Purchasers herein.

**NOW THIS AGREEMENT WITNESSETH** and it is hereby agreed and declared by and between the parties hereto as follows:-

- 1. The owners and developer hereby agreed to sell and the hereby agreed to purchase the undivided purchasers proportionate share in the land as mentioned in the first schedule below together with ALL THAT self contained residential (with lift facility) under construction Flat being No. 1/4D on the 4th.. Floor, South-East side, measuring about 1170 sq. ft. super built up area more or less in the "TULIP GARDEN" Housing Complex known as out Developer's allocation at the said consideration of Rs. 29,99,500 (Rupees Twenty Nine Lakhs Ninty Nine Thousand Five Hundred Only)
- 2. That the vendors agree to accept and the purchasers agree to pay the installment payable for possession against the said flat.
- 3. That the consideration price of the said construction flat shall be payable by the purchaser herein to the vendor /developer in the manner following:

No.	Payment Description	Flat & Parking
A	BOOKING	25,000/-+ G.S.T
В.	AGREEMENT	2,74,950/-+ G.S.T
C.	FOUNDATION	2,99,950 + G.S.T
D.	1st FLOOR CASTING	4,49,925 + G.S.T
E.	2 NDFLOOR CASTING	4,49,925 + G.S.T

F.	3 <sup>RD</sup> FLOOR CASTING	5,99,900/- + G.S.T
G.	4 <sup>TH</sup> FLOOR CASTING	5,99,900 /-+ G.S.T
H.	ON BRICKWORK OF SAID FLAT	1,49,975 - + G.S.T
I.	ON POSSESSION OF SAID FLAT	1,49,975 - + G.S.T

- 4. That if after payment of the said advance money, the purchasers fails to pay the said part payment/installment within the time specific above, in that event the developer as well as owners shall be entitled to cancel this agreement and dispose of the said flat and car parking space in any manner they like and the purchasers shall however in that event get back the money they deposited without any interest whatsoever after deducting of 10% of the said amount paid as liquidated damages.
- 5. The developer shall complete the construction of the said flat and car parking space, as per sanction plan and the specification as mentioned in the fifth schedule hereunder so as to fit for occupancy and deliver possession on or before *March* 2020, unless prevented by natural calamities beyond the control of developer and the purchaser shall not be entitled to cancel this agreement or entitled to claim any interest or damage or compensation whatsoever. Further there will be a grace period of 6 months.

- 6. That the purchasers shall complete the purchase of the said flat and car parking space, as mentioned in the second schedule hereunder written on payment of balance consideration money within the *June*, 2019
- 7. to the developer, subject to the free, clear and good marketable title in the said flat.
- 8. If any defect in title in the said property is found after causing the necessary searches in the registration offices concerned, then the purchasers shall not purchase the said flat and the developer forthwith refund the said advance to the purchasers.
- 9. That upon receipt of the full consideration money the owners and the developer shall execute and register a lawful deed of sale in favour of the purchasers in respect of the second schedule mentioned flat and car parking space, and shall also handover / deliver the vacant possession of the said flat to the purchasers.
- 10. That in spite of the purchasers readiness to purchase the said flat and car parking space, on payment of the balance consideration money within the said stipulated period of time, if the developer as well as owners fails or neglects to execute and register the lawful deed of conveyance in respect of the said flat and car parking space, in favour of the purchasers, the developer shall be liable to refund the said advance money and the part payment (if any) along with 2% interest of the said money to the purchasers.

- 11. That the Purchasers shall pay the expenses incurred towards obtaining the electric meter for their flat and car parking space and also the taxes and maintenance proportionately with other Purchasers of the flats / car parking space in the construction for common purpose. The purchasers shall have to pay a sum of Rs. 75,000/- only for the purpose of transformer and generator expense.
- 12. The purchasers shall bear all the legal expenses for preparing the deed of sale i.e. stamp duty, registration fees, and other incidental charges thereto and the professional fees for the Advocate appointed by the Developer, which will be deposited to the developer before 15 days of expected date of registration of the deed of sale. The purchasers also shall be liable to pay or bear the service taxes imposed by the central Govt. in respect of the said flat and car parking space. The registration is to be solely done by the lawyers of the Developer and legal charges of Rs. 25,000/- is to be paid by the purchasers for the same.
- 13. Nothing in this agreement shall be construed to confer upon the purchasers any right title and interest of any kind into or over the said building or any part thereof, such confirmation will take place only after the execution and registration of proper deed of sale, which would be executed and registered in favour of the purchasers, where proportionate share or interest in the land and the flat would be conveyed to the purchasers.
- 14. The purchasers shall bear the maintenance charges, including electrical charges for the common services and other outgoing i.e. proportionate municipal taxes, levies etc. to be payable every

month to the developer effective from the date of notice to take delivery of possession of the said flat. That after delivery of the proposed flat to the Purchasers, by the Developer, the Purchasers shall bear the common expenses such as taxes, building maintenance of the building etc., Proportionately with other Co-owners of the building @ Rs. 2/- per Sq.ft., to the Developer till the formation of the Ownership Association.

- 15. The purchasers hereby agree to be a member of the apartment owners association to be formed in the manner hereinafter appearing and also from time to time and all times to sign and execute the application for registration of the said association including the bye laws of the proposed apartment owners' association (if applicable).
- 16. The purchasers shall use the flat for the purpose of residence only and shall not use the same in such manner likely to cause nuisance or annoyance of the occupiers of the other flats in the said building or the owners and occupiers of the neighboring properties nor for any illegal or immoral purpose.
- 17. That the terms and conditions contained in this agreement shall be fully binding upon all the parties and their respective heirs, executors, legal representatives and successors.
- 18. Outside grill is a part of elevation and hence if any purchaser wishes to put any grill then he should do it through vendor only to keep it symmetric with others and nobody is allowed to put of box grille without being mutually discussed and if it does not

have any effect on the elevation. The colour of grill should also be symmetric.

19. Developer will use the entrance of existing building for extended civil work of phase 2 of the same construction .

# FIRST SCHEDULE ABOVE REFERRED TO (Description of the said property)

**ALL THAT** piece and parcel of land measuring 23 Cottahs 15 Chittaks 7.5 sq. ft. be the same a little more or less together with structure standing thereon situate at Mouza – Jagaddal, J.L. No. 71, Pargana – Magura, Touzi Nos. 47, 49, 64, 63 & 68, R.S. No. 233, comprised in C.S. Dag Nos. 3114 & 3115, R.S. Dag Nos. 3114, 3115, 3149 & 3150, L.R. Dag Nos. 3157, 3158, 3195 & 3196, appertaining to R.S. Khatian Nos. 660, 663 & 664, L.R. Khatian Nos. 1697 & 370, under P.S. Sonarpur, at present lying within the limits of the Rajpur Sonarpur Municipality, Ward No. 25, being Municipal Holding No. 128, Katyani Tala Street, Sub-Registry office at Sonarpur in the District of South 24 Parganas, together with all easements rights and appurtenances thereto, being butted and bounded as follows:-

**ON THE NORTH** : Dag Nos. 3157, 3114 (P) & 8 ft. wide

Common Passage.

**ON THE SOUTH** : Dag Nos. 3149(P), 3150, 3151, 3115(P),

3115/3501 & 3114/3944.

**ON THE EAST** : Dag Nos. 3152 & 3156.

**ON THE WEST**: 24 ft. wide Municipal Road.

#### SECOND SCHEDULE ABOVE REFERRED TO

(Description of the under construction flat)

**ALL THAT** self contained residential (with lift facility) under construction Flat being No. 1/4D... on the 4th Floor, South-East side, measuring about 1170 sq. ft. super built up area more or less in the Housing Complex known as "TULIP GARDEN" consisting of 3 (Three) Bed Rooms, 1 (One) Living-cum-Dining, 1 (One) Kitchen, 2 (Two) Toilets & 1 (One) Verandah, including the proportionate share or interest in the common areas provided in the said building and also together with undivided proportionate share in the beneath land situated at and being municipal Holding No. 128, Kattyanitala Street, Sub-registry office at Sonarpur, within the limits of the Rajpur-Sonarpur Municipality, in the district of south 24 Parganas, more fullydescribed in the first schedule herein above written.

#### THIRD SCHEDULE ABOVE REFERRED TO

Common areas and facilities mentioned in this agreement shall include:-

- a) The foundation, column, girder, beams, supports, main walls, corridors, lobbies, staircase, stair ways, landing, side space, entrance, and exit and roof of the building.
- b) The installation of common services such as power lift, light water, drainage and sewerage line and boundary wall etc.
- c) The underground and overhead water tank, water pump motor, water pipes and tap water connection electrical equipment apparatus and installations existing for common use.
- d) All other common parts of the property necessary or convenient to its existence maintenance for common use.

#### FOURTH SCHEDULE ABOVE REFERRED TO

Common expenses to be paid proportionately by the purchasers on taking possession or registration of the said flat as follows:-

- 1. The expenses for maintaining, repairing, redecorating, etc. of the building, gutters, rain water pipes, sanitary pipes, electric pipes, wires and installations in under or upon the said building and enjoyed or used by the parties hereto in common with other owners and occupiers of the said building.
- 2. The cost of the cleaning and lighting the passage, landing, staircase and other parts and portions of the building and enjoyed or used by the parties hereto in common as aforesaid.
- 3. The cost of decorating the exterior of the building.
- 4. The cost of salaries of sweepers, caretaker etc.

- 5. The cost of working and maintenance of lift pump motor, tap water equipment, light and service charges.
- 6. Capital or recurring expenditure for replacement of all or any item comprised in the General common parts and portions and common facilities.

#### FIFTH SCHEDULE ABOVE REFERRED TO

### (Specification of the construction)

Floor : Floor will be of vitrified tiles of reputed make.

Doors : Main door of sal /kopur wood, with standard lock

and other bedroom door would be fitted with flush

doors.

Kitchen : Granite cooking platform fitted with steel sink with

mat tiles flooring mat tiles with upto 2 ft. height on

kitchen platform.

Toilet : Mat tiles upto 6 ft. height of wall and tiles flooring

with sanitary and CP bath fittings of reputed make

and standard fittings with P.V.C door in toilet.

Electrical: Concealed electrical wiring with ISI marked copper

wires, two light points, fan points, plug points one

each in all bedroom, drawing/dining room, 15A plug point in drawing/dinning and toilet, one light point in each other room.

Water : Concealed water supply line with blue P.V.C pipes

with standard fittings in kitchen and toilet, ground water will be supplied by pump and distributed

through overhead reservoir.

Windows: Aluminum windows with glass and necessary

accessories with synthetic enamel painting

compound wall with gates to be provided.

Wall : All wall surface will be finished by plaster of parish in

inside wall and staircase. Waterproofing cement paint

(Weather Coat) in outside wall.

Verandah : Verandah railing up to 3'ft. height from flooring.

Car parking: White washing in car parking space.

N.B. All extra work of fitting can be provided subject to approval of the engineer with extra cost.

**IN WITNESS WHEREOF** the **Parties** hereto have put their respective hands and seals the day month and year first above written.

SIGNED SEALED AND DELIVERED by the OWNERS/VENDORS

SIGNED SEALED AND DELIVERED by the DEVELOPER

**SIGNED SEALED AND DELIVERED** by the **PURCHASERS** 

**WITNESSES:** 

1.

2.

Prepared in our office as per the format of the Developer

Advocate

## MEMO OF CONSIDERATION

<b>RECEIVED</b> of and from within named <b>Purchasers</b> a sum of <b>Rs.</b>						
00,00,000/- (Rupees) only						
as earnest money out of said total consideration of Rs						
/- (Rupees Twenty Four lacs Seventy Thousand)						
only as mentioned below: -						

Sl. No.	Cash/	Date	Drawn on	Amount (Rs.)
	Cheque No.			
01.	NEFT	03.11.2015	RBIPTRN214 343135	25,000/-
02.	NEFT	20.02.2017	SBIN2170467 33457	50,000/-
03.	NEFT	20.02.2017	SBIN5170519 79382	1,25,000/-
04			TOTAL	2,00,000/-
05				

06.			
	(Rupees	 	) only
7	WITNESSES:		
]	1.		

2.