

AGREEMENT FOR SALE

Dist.-Paschim Bardhaman, P.S.-New Township
Mouza – Shankarpur (শঙ্করপুর), Under Jemua Gram Panchayat
Flat No....., Flat Type-.....,**BHK**, on Floor,
of Block-....., of “Anurag Tower”
Area of Flat: -.....Square Feet [Super Built- Up Area]
: -.....Square Feet [Buildup Area]
:-..... Square Feet [Carpet Area]

Sale Value: - Rs. –..... /- (Extra GST applicable as per Government rules.)

THIS AGREEMENT FOR SALE is made on this the **24th day of JUNE 2019**

B E T W E E N

- 1) SMT. SABITA CHATTERJEE [ALIAS SABITA CHATTOPADHYAY] [PAN No.ARLPC7912K]** wife of Sri Haradhan Chattopadhyay, by faith –Hindu, by occupation-Housewife, Indian Citizen, resident of – Fuljhore, P.O.-Fuljhore, P.S.-N.T.S., Dist.- Paschim Bardhaman, W.B., Pin-713206,
- 2) SRI BUDHAN MONDAL [PAN No.AUCPM9716B]** son of Sri Kartick Mondal, by faith-Hindu, by occupation-Business, Indian Citizen, resident of – Vill.-Shankarpur, P.O.-Arrah, P.S.-N.T.S., Dist.- Paschim Bardhaman, W.B., Pin-713212,
- 3) SRI DHANANJOY PAL [PAN No.APVPP1366C]** son of Sadhan Pal, by faith- Hindu, by occupation-Business, Indian Citizen, resident of – Vill.-Arrah, P.O.-Arrah, P.S.-Kanksa, Dist.- Paschim Bardhaman, W.B., Pin-713212,
- 4) S S SOLUTIONS PVT. LTD. [PAN No.AAUCS4988C]**, a company constituted & incorporated under the Companies Act, having its office at Flat No.5C, 5th Floor, Abhilasa Apartment, Vill. & P.O.-Bamunara, P.S.-Kanksa, Dist.- Paschim Bardhaman, Pin-713212 (W.B.), represented by its' Directors; (1) **Sri Sanjib Samanta**, [PAN No.AVXPS0160M] son of Late Haradhan Samanta, (2) **Smt. Soma Samanta**, [PAN No.FJEPS9162P] wife of Sri. Sanjib Samanta, both are by faith-Hindu, by occupation-Business, Indian Citizen, resident of Flat No.5C, 5th Floor, Abhilasa Apartment, Vill. & P.O.-Bamunara, P.S.-Kanksa, Dist.- Paschim Bardhaman, Pin-713212.
- 5) SRI MUKTI PADA GHOSH [PAN No. AQYPG8711G]** son of Late Rabi Lochan Ghosh, by faith- Hindu, by occupation-Business, Indian Citizen, resident of – Vill.-Shankarpur, P.O.-Arrah, P.S.-N.T.S., Dist.- Paschim Bardhaman, W.B., Pin-713212,
- 6) SMT. RINA GHOSH [PAN No.BMGPG3308E]** wife of Sri Mukti Pada Ghosh, by faith-Hindu, by occupation-Housewife, Indian Citizen, resident of – Vill.-Shankarpur, P.O.-Arrah, P.S.-N.T.S., Dist.- Paschim Bardhaman, W.B., Pin-713212,

Hereinafter referred to and called as the “**LANDOWNERS**” (which the terms & expressions shall unless excluded by or repugnant to the context be deemed to mean his/her/their heirs, successors, executors, representatives and assigns), (Represented by their constituted Lawful Attorney namely; **Sri Subodh Kumar Dutta** [PAN No.ADRPD0439Q] S/o Late Bimala Kanta Dutta, by faith- Hindu, by occupation- Business, Indian Citizen, resident of A/17, Meghmallar Sarani, Sector-2C, Bidhannagar, P.O.-Bidhannagar, P.S.-N.T.S., Dist. Paschim Bardhaman, (W.B.), Pin-713212, being the **General Manager** of **DURGAPUR REAL ESTATE PVT. LTD.** [PAN No. AADCD2414K] a company constituted & incorporated under the Companies Act, having its’ office at A/17, Meghmallar Sarani, Sector-2C, Bidhannagar, P.O.-Bidhannagar, P.S.-N.T.S., Dist.- Paschim Bardhaman, (W.B.), Pin-713212 i.e. the Developer, by virtue of Regd. Development Power of Attorney vide no.- **020601325/2019** of A.D.S.R. Durgapur), on the First Part.

AND

DURGAPUR REAL ESTATE PVT. LTD. [PAN No. AADCD2414K] a company constituted & incorporated under the Companies Act, having its’ office at A/17, Meghmallar Sarani, Sector-2C, Bidhannagar, P.O.-Bidhannagar, P.S.-N.T.S., Dist.- Paschim Bardhaman, (W.B.), Pin-713212, represented by **Sri Subodh Kumar Dutta** [PAN No.ADRPD0439Q] S/o Late Bimala Kanta Dutta, by faith- Hindu, by occupation-Business, Indian Citizen, resident of A/17, Meghmallar Sarani, Sector-2C, Bidhannagar, P.O.-Bidhannagar, P.S.-N.T.S., Dist.- Paschim Bardhaman, (W.B.), Pin-713212, as **General Manager** by the Directors **ABHIRUP DUTTA [PAN:AZOPD7655F]** and **SUNANDA DUTTA [PAN:]**

Hereinafter referred to & called as “**LANDOWNER cum DEVELOPER**” (which the expression shall unless excluded by or repugnant to the context be deemed to mean and include its successors-in-office, legal representatives, administrators, executors, and assigns) on the Second Part.

A N D

1) MR. **(PAN No.-.....)** ,
ADDRESS:.....

2) MRS. **(PAN NO.-**) ,
ADDRESS:.....

3) Hereinafter referred to & called as the '**PURCHASER(S)**' (which the terms & expressions shall unless excluded by or repugnant to the context be deemed to mean his/her/their heirs, successors, executors, representatives and assigns), on the Third Part.

WHEREAS the Landowners are seize, owned and possessed of and/or/otherwise well and sufficient entitled to ALL THAT piece and parcel of land measuring an area of land 100(Hundred) Decimal, in the Dist.-Paschim Bardhaman, under P.S.-N.T.P.S., within Mouza-Shankarpur, J.L. No.109, R.S. Khatian no.246 & 180, L.R. Khatian No.290, 1795, 1794, 919, 1161, & 2281, of R.S. Plot No.19 (Nineteen), & 20(Twenty) and L.R. Plot No.40(Forty) & 41(Forty One), by virtue of inheritance & Regd. Deeds, which is particularly mentioned in the "Schedule-A" property hereunder, & herein after also called as "said Property", and the Landowners have been exercising their right, title, interest & possession over the same, and the concerned authority has issued Conversion Certificate in respect of the "Schedule-A" property.

AND WHEREAS the Landowner no.1 namely; Smt. Sabita Chattopadhyay is the owner & possessor of **30(thirty) decimal** land in the R.S. Plot No.19 & L.R. Plot No.41, by virtue of Regd. Sale Deed vide No.332 of 1978, which was registered before the Addl. Dist. Sub-Registrar Raniganj-Durgapur, and her name has duly been recorded in the L.R. record of rights in Khatian No.290 of Mouza-Shankarpur.

AND WHEREAS the Landowner no. 2, & 3 namely; Budhan Mondal, & Dhananjoy Pal are the owner & possessor of **19(Nineteen) decimal** land in the R.S. Plot No.19 & L.R. Plot No.41, by virtue of Regd. Sale Deed vide No.3852/2011, & vide Regd. Sale Deed No.7802/2010 of A.D.S.R. Durgapur, and by virtue of Regd. Sale Deed vide No.419/2011 of D.S.R.-I Paschim Bardhaman, and their names have duly been recorded in the L.R. record of rights in Khatian No.1795, & 1794 of Mouza -Shankarpur.

AND WHEREAS the Landowner no.4 namely; S. S. Solutions Pvt. Ltd. is the owner & possessor of **9(Nine) decimal** land in the R.S. Plot No.19 & L.R. Plot No.41, by virtue of Regd. Sale Deed vide No.I-020101876/2016, of D.S.R.-I, Paschim Bardhaman, and his name has duly been recorded in the L.R. record of rights in Khatian No.2281 of Mouza - Shankarpur.

AND WHEREAS the Landowner no.5 namely; Sri Mukti Pada Ghosh is the owner & possessor of **17(Seventeen) decimal** land in the R.S. Plot No.20 & L.R. Plot No.40, by virtue of four Regd. Sale Deed vide Nos.4891/2012, 4654/2012, 994/2009 & 5885/2009 of A.D.S.R. Durgapur, and his name has duly been recorded in the L.R. record of rights in Khatian No.919 of Mouza-Shankarpur.

AND WHEREAS the Landowner no.6 namely; Smt. Rina Ghosh is the owner & possessor of **13(Thirteen) decimal** land in the R.S. Plot No.20 & L.R. Plot No.40, by virtue of two Regd. Sale Deed vide No.2837/2008 & 5155/2008 of A.D.S.R. Durgapur, and her name has duly been recorded in the L.R. record of rights in Khatian No.1161 of Mouza - Shankarpur.

AND WHEREAS the Developer; Durgapur Real Estate Pvt. Ltd. is the owner & possessor of **12(Twelve) decimal** land in the R.S. Plot No.20 & L.R. Plot No.40, by virtue of Regd. Sale Deed vide No.4820/2013, of A.D.S.R. Durgapur, and his name has duly been recorded in the L.R. record of rights in Khatian No.1921 of Mouza-Shankarpur.

AND WHEREAS the Landowners & the Landowner cum Developer herein intend to develop the “said property”, which is mentioned in the “Schedule-A” hereunder, have entered into a Regd. Development Agreement vide no.- **020600971/2019**, before the A.D.S.R. Durgapur, on **25/02/2019**, and the Landowners also executed a Regd. Development Power of Attorney vide No.- **020601325/2019** before the A.D.S.R. Durgapur in favour of the Landowner cum Developer herein, in respect of their land at the “Schedule-A” hereunder.

AND WHEREAS the Landowner cum Developer herein, being the co-owner of the schedule-A property, & on the basis of the said Regd. Development Agreement cum Power of Attorney, has started construction works of the project namely; “**Anurag Tower**” i.e. Ground Floor + Seven Storied multistoried building/s, consisting with Block-I, II & III, comprising with 106 Flats/Apartments, & several number of Parking Space, according to the approved building plan & permission of the Jemua Gram Panchayat, and the concerned authorities, on the land described at the “Schedule-A” herein, and proclaimed to sell-out the flats/ parking spaces of the project towards intending purchaser/s.

AND WHEREAS the Purchaser/s herein, was/were quest of a flat/unit along with garage/parking space, for residential purpose, & after perused & inspected the land related documents, & the agreements & deeds & the approvals & permission of the said project namely; “**Anurag Tower**” at the “**Schedule-A**” hereunder, agreed to purchase a flat/apartment, deemed to contain an area more or less (.....) Square Feet of Super Built-Up Area more or less (.....) Square Feet of Carpet Area, on theFloor, of Block-....., being Flat No. ‘.....’, Flat Type -.....,BHK, Floor Type-Tiles, inclusive of the apportioned area governed by the entrance, lobby, open space, stair case, service unit etc., fully described in the “**Schedule-B & E**” hereunder written TOGETHER WITH proportionate undivided interest in the land described in the “**Schedule-A**” hereunder, along with the amenities, facilities, & common areas of the said project, as mentioned in the “**Schedule-D & E**” herein.

AND WHEREAS the Landowner cum Developer herein has also agreed to transfer/sell-out the said flat (bike parking included) without garage along with amenities, facilities, common areas, & common interest at the project namely; “**Anurag Tower**”, at or for total consideration of **Rs./- (Rupees in words)**, extra GST applicable as per Government rules. Considering the fair, proper, reasonable & highest according to the present market value prevailing in the locality only, subject to the terms and conditions herein contained.

AND WHEREAS in view of such offer and acceptance the Purchaser/s has/have paid the advance consideration amount of **Rs...../- (Rupees in words)**, to the Landowner cum Developer herein, as earnest/ advance consideration amount out of the total consideration amount in respect of the “**Schedule-B**” hereunder, and the remaining consideration amount shall be pay by the Purchaser, in accordance with the “**Part-II of Schedule-C**” hereunder.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

- 1)** That the Purchaser/s herein agree/s to purchase and the Landowner herein or the Landowner cum Developer herein, whatever the case may be herein agree to sale the Purchaser/s, the said **ALL THAT** the said **Flat** bearing **No. ‘.....’ Flat Type-.....,BHK**, on the **..... Floor, of Block.....**, of “**Anurag Tower**” at the “**said premises**” i.e. at the “**Schedule-**

A” property, measuring about an area little more or less **Square Feet of Super Built-Up Area** more or less **Square Feet of Carpet Area**, and further together with the proportionate share of land contained at and under the “**Anurag Tower**” multistoried buildings at the “schedule-A” property, and further together with the common areas, benefits, amenities, facilities and others thereof, as under free from all sorts of encumbrances, charges, liens, lispens, demands, claims, hindrances, attachments, debts, dues, acquisitions and requisitions whatsoever without any interference, disturbance and obstruction whatever from any person whomsoever and corner and manner whatever on the terms and conditions recorded herein, as fully described in the “**schedule-B & E**” hereunder.

- 2)** That the Purchaser/s herein shall pay the agreed consideration, additional payments and deposits, in the manner specified herein, and upon completion of such payments, the **Schedule-B property** i.e. the flat & parking space shall be deemed to have been allotted to the Purchaser/s. And after that the Landowner cum Developer herein, whatever the case may be herein shall execute the Deed of Conveyance/s in favour of the Purchaser/s, in respect of the said Flat & Parking Space, in the manner stated herein.
- 3)** That the Purchaser/s herein shall not be entitled to raise or cause to raise any objection of whatsoever nature, in the matter of completion of the said Project namely; “**Anurag Tower**” at the schedule-A property, and the construction of the said Flat/Car Parking Space and Other/s or portion/s of the said multistoried Building/s and/or construction of further structure/s thereupon on the ground of disturbance or annoyance.
- 4)** That the Landowners cum Developer herein shall further be entitled to acquire and own, any further land and/or properties at and around and adjacent to the Schedule-A property, for the purpose of further development, construction, erection of building/s, and promotion of the Building/s and the Flats, and Space/s etc. thereon, and/or the part/s thereon, whether commercial or residential and in no case the Purchaser/s herein shall not having any right, title and interest to object, hinder or disturb the same in any manner whatsoever.
- 5)** That the “Agreed Consideration” for sell, transfer, conveyance, alienation, grant, demise and devise of the said Flat & Car Parking Space, as mentioned, described, enumerated, provided and given in **Part-I** the **Schedule-C** hereunder written shall be paid by the Purchaser/s herein, from his/her/their own fund or through Bank/Financial Institutions by

borrowing money or taking loan to purchase the “Schedule-B” property, towards the Landowner cum Developer herein, in accordance with the payment schedule contained at and under **PART-II** of the **Schedule-C** hereunder written and/or written. Time for payment shall be of the essence of the contract.

- 6)** That if the Purchaser/s herein, after execution of this agreement do/does not paid / deposit the consideration amount as mentioned in the schedule-C hereunder, and/or do/does not paid/deposit the consideration amount within the time limit of notice/demand for the same by the Developer herein, in accordance with the Schedule-C hereunder, then this agreement became cancel or shall have no effect automatically, & if the Purchaser/s herein, want/s to cancel this agreement or do/does not want to purchase the said flat & parking space as mentioned in the ‘schedule-B’ hereunder, in the above all cases/circumstance, in addition to the Booking amount, 25% of the further payments, as per PART-II of the Schedule-C hereunder, shall became non-refundable by the Landowner cum Developer to the Purchaser/s herein, and the Landowner cum Developer herein shall have liberty & right to transfer/convey/sell the said Flat & Parking Space, as mentioned in the ‘schedule-B’ hereunder towards any other intending purchaser/s.
- 7)** That unless otherwise expressly mentioned herein, all the Notices to be served hereunder by any of the parties towards other, shall be deemed to have been served, if served by hand to hand, or sent by registered post / speed post with/without acknowledgment due at the address of the other party mentioned hereinabove, or hereafter notified in writing and irrespective of any change of address or return of the cover sent by registered post/speed post without the same being served. None of the parties shall raise any objection as to service of the notice deemed to have been served as aforesaid.
- 8)** That the Purchaser/s shall pay interest @12% per annum on all sums, if any due in accordance with the PART-II of the Schedule-C hereunder, and the Developer shall also liable to pay interest @12% per annum in respect of entire received consideration amounts, on his default, if the project does not complete within the time limit or stop the project permanently, save & except Force Majeure.

- 9)** The Purchaser/s herein shall also pay/deposit to the Landowner cum Developer herein the additional payments as mentioned, explained, enumerated, provided and given at and under the **Schedule – F** hereunder written and/or given.
- 10)** That the amounts of the additional payments and deposits shall be paid by the Purchaser/s herein within 7(Seven) days of the respective demand for the same on or before the date of possession of the Flat & Parking, whichever is earlier.
- 11)** That the said Flat & Car parking space shall be deemed to be ready for delivery of possession, upon the same being completed, internally & reasonable ingress to & egress from the said Flat & parking space, being provided along with temporary or permanent water, drainage, sewerage, electricity connection. The Landowner cum Developer herein shall thereafter issue a notice/ inform to the Purchaser(s) herein called upon the Purchaser(s) herein to take possession of the said Flat & parking space, within **36(Thirty Six) months, with further additional period of 6(Six) months, if need, from the date of this agreement, save & except Force Majeure.**
- 12)** That in the event of the Purchaser/s herein not making full payment and/or not complying with any of his obligations and/or not taking possession of the said Unit/Flat, within a period of 15(fifteen) days from the date of issue of the notice as mentioned hereinbefore, the Purchaser(s) herein shall be deemed to have committed default entitling the Landowner cum Developer herein to the rights to cancel this agreement and sell / transfer /allot the said flat & parking space towards any other intending purchaser/s.
- 13)** That with effect from the date of possession, or the date of expiry of the period specified in the notice mentioned hereinbefore, whichever is earlier, the Purchaser/s herein shall be deemed to have fully satisfied himself regarding the construction, specifications, amenities, measurement/area of the flat & parking space, and completion of the Building/s, & the common portions, & the said Flat & Parking Space and Other/s, and the Purchaser/s shall not thereafter be entitled to raise any objection or make any claim regarding the same.
- 14)** That the Landowner cum Developer herein shall be required to execute the Deed of Conveyance/ Deed of Sale to transfer of the said Flat & Parking Space, within 1(one) month, after the completion of construction of the said Flat & parking space, only upon all

the following conditions and obligations being satisfied and complied with by the Purchaser/s herein:

- a) The agreed consideration, the additional payments and deposits are paid in full by the Purchaser/s herein.
- b) The Purchaser/s herein is/are not in default in respect of any of his/her/their obligation/s.
- c) The Purchaser/s herein deposits to the Landowner cum Developer or the Advocate as named under the estimated amount of stamp duty, registration fee and other connected and miscellaneous expenses relating to the execution and registration of the Deed of Conveyance and/or requisite papers and documents.
- d) All other amounts or dues payable by the purchaser(s) herein, in accordance with this agreement or in law in respect of the said flat & parking space, are paid in full by the purchaser(s), including development charges, electric charges, other taxes and levies.

15) That the following rights are intended to be and shall be transfer in favour of the Purchaser/s herein at the time of completion of the transaction;

- a) Transfer of the said Flat to be constructed by the Landowner cum Developer herein as described, explained, enumerated, provided & given in the **Schedule- B & D** hereunder written and/or given;
- b) Right to park medium sized Car (LMV Car) in the garage/ Parking Space, as described in the **Schedule –B** hereunder written and/or given.
- c) Right of common use and enjoyment only in respect of the common portions mentioned, described, explained, enumerated and provided in the **Schedule-E** hereunder written and/or given in common with the landowners and/or occupiers of the other portions of the Building/s.

16) That after handover possession of all the Flats/Apartments at the project, all the flat/Apartment owners shall take steps for formation of the Association/Society, for the maintenance of the Building/s, and the Association/Society shall be responsible for the maintenance of the Building/s and the premises.

17) That the obligations and covenants of the Purchaser/s herein, in respect of the use, maintenance and enjoyment of the said Flat & Parking Space, & common portions of the Building/s, and the premises, including payment of maintenance charges, electricity charges, Panchayat and other taxes and other outgoings are more fully and particularly mentioned, described, enumerated,

provided, given and specified in the **Schedule-G** hereunder written and/or given to and the same shall be binding on the Purchaser/s herein.

18) That in the event of any delay by the Developer herein, in fulfilling any of his obligations herein, due to Force Majeure or reasons beyond the control or reasonable estimation of the Landowner cum Developer herein, then in that event the time for the relevant matter shall stand extended. The Landowner cum Developer herein shall not be liable for any interest or damages in case of delay, if any.

19) That any dispute and difference amongst or between any of the parties hereto arising out of and/or relating to and/or connected with the said Flat/Car Parking Space touching these presents or any term or condition herein contained and/or relating to interpretation thereof shall be referred to the one or more Arbitrator appointed by the Developer herein. The venue of the arbitration shall be at Durgapur having the jurisdiction at Durgapur, and shall be proceeded and dealt in accordance with the Arbitration and Conciliation Act, 1996 as amended from time to time. The decision made by the Arbitrator shall be final and binding upon the parties hereof as agreed.

“SCHEDULE-A” as referred hereinabove

ENTIRE LAND/PREMISES

All THAT piece and parcel of land in the Dist.-Burdwan (now Paschim Bardhaman), P.S.-New Township, within the area of Jemua Gram Panchayat, at **Mouza- Shankarpur) শঙ্করপুর**, J.L. No.109.

- 1) R.S. Plot No. 19 (Nineteen), L.R. Plot No.41(Forty One), R.S. Khatian No.246(Two Hundred Forty Six), L.R. Khatian No.290(Two Hundred Ninety), 1794(Seventeen Hundred Ninety Four), 1795(Seventeen Hundred Ninety Five), & 2281(Twenty Two Hundred Eighty One), measuring an area of land – **58(Fifty Eight) Decimal.****
- 2) R.S. Plot No. 20 (Twenty), L.R. Plot No.40(Forty), R.S. Khatian No.180(One Hundred Eighty), L.R. Khatian No.919(Nine Hundred Nineteen), 1161(Eleven Hundred Sixty One), & 1921(Nineteen Hundred Twenty One), measuring an area of land – **42(Forty Two) Decimal.****

Total area of land in the aforesaid plots - **100(Hundred) Decimal**, under Jemua Gram Panchayat, B.L.&L.R.O. Faridpur-Durgapur, and the Land is converted as Bastu as Commercial Housing Complex, situated at ‘Saptarsi Park’ Durgapur-6, P.S.-N.T.S., Dist.-Burdwan(now Paschim Bardhaman), W.B., Pin-713212.

Butted and Bounded as follows:-

North : Chandan Chatterjee’s Land.

South : 40' Feet wide Road.

East : Plot No.50 (Land of Fakir Mondal & Madan Mondal).

West : Project of ALPS Residency.

“SCHEDULE – B”

[‘Said Unit/Flat’

AS REFERRED HEREINABOVE]

ALL THAT the said **Flat/Apartment** bearing No.‘.....’ on the **Floor, of Block-.....**, of “**Anurag Tower**”, **Floor Type – Tiles**, measuring about an area little more or less (**.....**) **Square Feet of Super Built-Up Area** more or less (**.....**) **Square Feet of Carpet Area**, with the proportionate share of land contained at and under the said premises i.e. the schedule-A property, and further together with the common areas, benefits, amenities, facilities and others thereof, as mentioned in the schedule-D & E herein, of the multistoried building/s named as “**Anurag Tower**” to be constructed upon the **Schedule-A** premises, at ‘Saptarsi Park’ Durgapur-6, P.S.-N.T.S., Dist.- Paschim Bardhaman, W.B., Pin-713206.

“SCHEDULE-C”

Part -I-----AGREED CONSIDERATION

That the Purchaser/s has/have agreed to purchase the above mentioned **Flat/Apartment** being No. ‘.....’ on the **Floor of Block-.....**, of the project namely; “**Anurag Tower**” at the “**Schedule-A**” property, at a total price of **Rs...../- (Rupees in words)** [i.e. Rs./- for flat) extra GST applicable as per Government rules.

The said flat/garage/parking space intended for sale has not yet been booked earlier to any person. The mode of payment by the purchaser to the Landowner cum Developer herein in the following manner:

PART -II-----PAYMENT SCHEDULE

The Agreed Consideration mentioned in **PART-I** above is to be paid to the Developer herein, by the Purchaser/s herein from his/her/their own fund or through Bank/Financial Institutions by barrow money or taking loan to purchase the “Schedule-B” property, in the following manner.

Booking Amount – Rs 1,00,000/- only + GST

At the time of Agreement for Sale – {10% of the agreed consideration (less Rs 1,00,000/- Booking amount) + GST

After completion of foundation – 10% of the agreed consideration + GST

After 1st slab casting – 10% of the agreed consideration + GST

After 2nd slab casting – 10% of the agreed consideration +GST

After 3rd slab casting – 10% of the agreed consideration +GST

After 4th slab casting – 10% of the agreed consideration +GST

After 5th slab casting – 10% of the agreed consideration +GST

After 6th slab casting – 10% of the agreed consideration +GST

After 7th slab casting – 5% of the agreed consideration +GST

After 8th slab casting – 5% of the agreed consideration +GST

On commencement of Brick work of own flat – 5% of the agreed consideration + GST

On commencement of Flooring– 3% of the agreed consideration + GST

On Possession – 2% of the agreed consideration + GST

GST CLAUSE:

The purchaser/s are liable to pay respective GST, applicable as per Govt. Norms regarding their payments mentioned in the payment scheduled towards the developer herein.

“SCHEDULE-D”

(General Specification of the Building)

1.	FOUNDATION	R.C.C. Framed structure, anti-termite foundation
2.	EXTERNAL FINISH	Weather Coat Paint (Asian, Berger & Nerolac – ISI Standard- putty finishing.)
3.	INTERIOR FINISH	All internal Walls—Putty finishing ISI Standard & main door
4.	DOORS	Sal Wooden frame with flush door in all rooms, P.V.C. Door at Toilet
5.	WINDOWS	Aluminum Anodized Sliding window with Grill cover (M.S.) ISI Standard
6.	TOILET	Antiskid Tiles in the Toilet floor, standard glazed tiles on the wall up to the height of 6 feet. Western type commode concealed plumbing work. (ISI Standard)
7.	SANITARY FITTINGS	Concealed pipeline white / color Wash basin, Plumbing CP fittings of ISI standard.
8.	LIFT	Passenger Lift of ISI standard
9.	KITCHEN	Antiskid Tiles, Counter—granite top with stainless steel sink, Dado—tiles 2’ .6” above counter level.
10.	WATER SUPPLY	Deep tube-well & overhead Tank for water supply at the entire complex and water reservoir ground.
11.	WIRING	Standard concealed wire & fittings of ISI standard for electricity
12.	FLOORING	Dinning & Drawing : Vitrified Tiles, All rooms Glazed Tiles, Varanda/Balcony, Bathrooms, Kitchen Anti skit Tiles, and Cota Stone in Stair & Lobby of ISI Standard.
13.	DINING/DRAWING	One standard washbasin (white)
14.	PLASTERING	Sand Cement Mortar Plaster on inside and outside walls, ceiling etc.
15.	COMMON FACILITIES	Septic Tank, water supply reservoir for storage boundary wall, roof, meter space and other as stated herein above
16.	GENERATOR	24 hours power backup for all common services and flat will be available.

“SCHEDULE-E”

(COMMON PORTIONS)

Undivided, proportionate, indivisible and impartibly share as be attributable to the said flat/apartment in:

1. Staircase of said “Anurag Tower”.
2. Corridors of said “Anurag Tower”.
3. Drains & Swears of said “Anurag Tower”.
4. Exterior walls of said “Anurag Tower”.
5. Electrical wiring and Fittings of said “Anurag Tower”.
6. Overhead Water Tanks of said “Anurag Tower”.
7. Water Pipes of said “Anurag Tower”.
8. Lift Well, Stair head Room, Lift Machineries of said “Anurag Tower”.
9. Pump and Motor.
10. Boundary Walls and Main Gates.

“SCHEDULE-F”

Additional Payments payable wholly by the Purchaser/s.

- a) Amenities charges, & Govt. Taxes i.e. G.S.T. etc., cost of D.G. Set for power back-up, Electricity Charges, water charges, Expenses for all other amenities attached to the proposed project/building, and any other taxes, duty levy or charge, that may be imposed or charged, in connection with the construction or transfer of the said flat/car parking space in favour of the purchaser(s) herein.
- b) Stamp duty, registration fee and other allied expenses relating to these presents, the Deed of Conveyance/s and all other papers and documents that may be required to be executed and/or registered in pursuance hereof and/or relating to the said Unit/Flat and additional stamp duty, additional registration fee, penalty, interest or any other levy, if any that may be imposed in this regard at any time.
- c) Charges levied by the Landowner cum Developer herein for any additional or extra work done or any additional amenity or facility provided or any variation made in the said Flat/parking space with the consultation of the purchaser (s).

“SCHEDULE- G”

‘PURCHASER/S’ COVENANTS’

The Purchaser/s herein agree/s, undertake/s and covenant/s to:

- a) Use and occupy the said Flat/Car Parking Space and common portions, only for the purpose of Residence, without causing any hindrance or obstruction to other flat/car parking space owners & occupants of the Building(s)/ project namely; “Anurag Tower”.
- b) Keep the said Flat/Car Parking Space/s and walls, sewers, drains pipes, cables, wires, entranced and main entrance serving any other Flat/Car Parking Space/s in the Building/s and/or in the premises in good and substantial repair and condition so as to support shelter and protect and keep habitable the other Flat/Car Parking Space/s of the Building(s) project namely; “Anurag Tower”.
- c) Pay Panchayat and all other rates taxes levies duties charges and impositions outgoings and expenses, in respect of the Building/s, and the Premises proportionately, and the said Flat/Car Parking Space wholly and to pay proportionate share of such rates and taxes payable in respect of the said Flat/Car Parking Space until the same is assessed separately by the Panchayat;
- d) Allow the other Flat/Car Parking Space and Space/s Owners the right to easements and/or quasi-easements;
- e) That along with the other Flat/Car Parking Space shall form an Association/Society for the common purpose including taking over all obligations with regard to management control and operation of all common portions of the said building under the W.B. Apartment Ownership Act, 1972, or any other law time being in force.
- f) Regularly and punctuality make payment of the Common Expenses, Maintenance Charges, Panchayat Taxes and other payments mentioned herein within seven days of receipt of demands or relevant bill, whichever be earlier; and observe and comply

with such other covenants as be deemed reasonable by the Landowner cum Developer, whatever the case may be for the common purposes.

- g) Pay amenities charges, Govt. Taxes i.e. GST etc., cost of D. G. Set for power back-up in respect of Electricity Connection, and any other taxes, duty levy or charges that may be imposed or charged, as mentioned hereinabove, in connection with the said flat/parking space.
- h) The Purchaser/s herein agrees, undertakes and covenants not to make or cause, any objection interruption interference hindrance, obstruction or impediment for any reason or in any manner whatsoever relating to the Project or the construction and completion of the Building/s by the landowners herein and/or the Developer herein, whatever the case may be including any further constructions, additions or alterations that may be made from time to time.
- i) The Purchaser (s) herein agree/s, undertake/s and covenant/s as to not to question at any time whatsoever on any basis or account whatsoever the addition of 34% per cent (as a minimum percentage) to the built-up/covered area of the said Unit/Flat for computing the super built-up area of the Unit/Flat mentioned in the “**Schedule- B**” herein before written and/or given and not to claim or demand details or calculations of the aforesaid minimum percentage under any circumstances whatsoever.

IN WITNESS WHEREOF the parties hereto have executed these presents in the free, fair state of mind, after gone through all the terms & conditions & expressions of these presents on the day, month and year first above written.

WITNESSES:-

1.

**Signed sealed & delivered by the Landowners
(as constituted attorney** on behalf of the Landowners
namely; SMT. SABITA CHATTOPADHYAY, SRI BUDHAN
MONDAL, SRI DHANANJOY PAL, SRI MUKTI PADA GHOSH,
SMT. RINA GHOSH & S S SOLUTIONS PVT. LTD., as their lawful
attorney)

2.

Signature of the Landowner cum Developer

Signature of the Purchaser (s)

Drafted and Typed by me & read over & explained
in Bengali/Hindi tongue to all parties of these
presents and all of them admit the Same has
been correctly written as per their Instruction
& also identified by me,
Advocate
Durgapur Court, City Centre