

AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE made this the _____ day of _____
2019 (Two thousand and Nineteen) between (1) **SRI SEKHAR CHANDRA
BISWAS**, son of Late Dharendra Nath Biswas, by faith – Hindu, by
occupation – Business, residing at “Mangalam”, 258, Srirampur North (Milan
Park), Post Office – Garia, Police Station – Jadavpur, Kolkata – 700084, (2)
MRS. JAMUNA SARKAR, wife of Sri Bablu Sarkar, by faith – Hindu, by
occupation – Business, residing at 3No. Kankulia Road, Post Office and Police
Station – Gariahat, Kolkata – 700029, (3) **MR. HARISH KR. SARAWOGI**, son
of Mr. Kamal Kumar Saraogi, by occupation – Student, residing at 6/21,
Poddar Nagar Colony, Jodhpur Park, P.A. Saha Road, Kolkata – 700068, (4)

MR. SURJYA KUMAR SAHA, by faith – Hindu, by occupation – Business, residing at 38, Madhab Niloy, Srinagar Main Road, Police Station – Sonarpur, Kolkata – 700094, and (5) **MRS. KRISHNA SAHA**, wife of Sri Malay Saha, by faith – Hindu, by occupation – Business, residing at Village – Nabagram, Garia, Post Office – Panchpota, Police Station – Sonarpur, Kolkata - 700152, the Deponent Nos. 2 to 5 are represented by their constituted attorney **SRI SEKHAR CHANDRA BISWAS**, son of Late Dharendra Nath Biswas, by faith – Hindu, by occupation – Business, residing at “Mangalam”, 258, Srirampur North (Milan Park), Post Office – Garia, Police Station – Jadavpur, Kolkata – 700084, hereinafter jointly called and referred to as the “**VENDORS/ OWNERS**” (which terms or expressions shall, unless excluded by or repugnant to the subject or context, be deemed to mean and include their heirs, executors, administrators, successors, legal representatives and/or assigns) of the **FIRST PART**.

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M/S. KABERI CONSTRUCTION represented by its sole proprietor **SRI SEKHAR CHANDRA BISWAS** son of Late Dharendra Nath Biswas of Garia, Balia More, P.S: Sonarpur, Kolkata – 700 084, District 24 parganas (S) hereinafter called and referred to as the **DEVELOPER** (which terms or expression shall unless excluded by or repugnant to the context or subject be deemed to mean and include its successors-in-office, administrators, legal representatives and/or assigns) of the **SECOND PART**.

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SHRI _____ (**PAN**_____) son of

AND SMT. _____
(PAN_____) wife of _____ both

residing at _____ hereinafter referred to as the **PURCHASER/S** (which terms or expressions shall, unless excluded by or repugnant to the subject or context, be deemed to mean and include his/her/their heirs, legal representatives, executors, administrators and assigns) of the **OTHER PART**.

WHEREAS one Dhananjay Mondal alias Dhananjay Roy Mondal, son of Late Haramohan Mondal was the rightful recorded owner in the Revisional Settlement Record of Rights in respect of 63 decimals in R.S. Dag Nos. 44, 46, 47, 48, 49, 50 under R.S. Khatian No. 76 of Mouza – Balia, J.L. No. 46, Police Station – Sonarpur, District – South 24 Parganas and while was peacefully possessing and enjoying the same said Dhananjay Mondal alias Dhananjay Roy Mondal by and under a Bengali Recited Saf Kobala (Deed of Sale) dated 03.03.1965 sold, conveyed and transferred his aforesaid entire recorded property in R.S. Khatian No. 76 of Mouza - Balia in favour of (1) Sri Ramani Mohan Dasgupta, son of Late Sarada Prasad Dasgupta, (2) Sri Ardhendu Bhusan Sengupta, son of Late Nalini Kanta Sengupta, (3) Sri Jayanta Dasgupta, son of Ramani Mohan Dasgupta, (4) Sri Barhalal Agarwala, son of Babulal Agarwala, (5) Sri Kamalapati Mukherjee, son of Late Pramatha Nath Mukherjee, (6) Smt. Santana Dasgupta, wife of Ramani Mohan Dasgupta, (7) Smt. Usha Rani Dasgupta, wife of Late Jadunath Dasgupta and the said indenture was duly registered at the office of the District Registrar at Alipore and recorded its Book No. I, Volume No. 16, Pages 221 to 231, Being No. 816 for the year 1965.

AND WHEREAS by a Bengali Recited Saf Kobala (Deed of Sale) executed on 18.04.1970 and duly registered at the office of the Sub-Registrar, Sonarpur, 24 Parganas and recorded in its Book No. I, Volume No. 20, Pages 75 to 78, Being No. 1226 for the year 1970 said Barahalal Agarwala, Kamalapati Mukherjee, Usha Rani Dasgupta and Ardhendu Bhusan Sengupta jointly sold, conveyed and transferred their undivided 4/7 share unto and in favour of Achintya Kumar Dasgupta and Sushanta Kumar Dasgupta, both sons of Ramani Mohan Dasgupta and the said Deed of Sale was.

AND WHEREAS in the manner aforesaid, said Ramani Mohan Dasgupta, Jayanta Dasgupta, Santana Dasgupta, Achintya Kumar Dasgupta and Sushanta Dasgupta became the rightful joint owners in respect of ALL THAT piece and parcel of land measuring more or less 63 decimals comprised in R.S. Dag Nos. 44, 47, 46, 48, 49, 50 under R.S. Khatian No. 76 of Mouza - Balia, J.L. No. 46, R.S. No. 30, Touzi No. 274, Police Station – Sonarpur, District – 24 Parganas Presently South 24 Parganas.

AND WHEREAS while were said, Ramani Mohan Dasgupta and others jointly possessing the property by constructing a one storied building thereon the said Ramani Mohan Dasgupta died intestate leaving behind him surviving his wife, Smt. Santana Dasgupta, his three sons Sushanta Dasgupta, Achintya Kumar Dasgupta, Jayanta Dasgupta and a daughter Smt. Krishna Roy (Dasgupta) who by virtue of inheritance became the rightful absolute owners in respect of the aforesaid $1/7^{\text{th}}$ undivided share in the joint property as left by said Ramani Mohan Dasgupta since deceased having unequal share in the aforesaid joint property i.e. said Santana Dasgupta had $1/7^{\text{th}} + 1/35^{\text{th}} = 6/35^{\text{th}}$ undivided share, said Jayanta Dasgupta had $1/7^{\text{th}} + 1/35^{\text{th}} = 6/35^{\text{th}}$ undivided share, said Achintya Kumar Dasgupta has $2/7^{\text{th}} + 1/35^{\text{th}} = 11/35^{\text{th}}$ undivided Share, said Sushanta Dasgupta has $2/7^{\text{th}} + 1/35^{\text{th}} = 11/35^{\text{th}}$ undivided share and said Krishna Roy (Dasgupta) has $1/35^{\text{th}}$ undivided share in the aforesaid joint property.

AND WHEREAS for the purpose of Eastern Metropolitan By-Pass the State of West Bengal has acquired 33 decimals land at Mouza - Balia under R.S. Dag Nos. 46, 47, 48 & 49 vide LA Case No. LAII/60 of 1975-76 and previously State of West Bengal acquired 9 decimals land of R.S. Dag No. 50 for which compensation had already been paid. Thus the said Santana Dasgupta, Jayanta Dasgupta, Achintya Kumar Dasgupta, Sushanta Dasgupta and Krishna Roy (Dasgupta) jointly had been in possession and enjoyment of 21 decimals of land in R.S. Dag No. 44 under R.S. Khatian No. 76 of Mouza – Balia, J.L. No. 46, Police Station – Sonarpur, District – South 24 Parganas.

AND WHEREAS the said Smt. Santana Dasgupta during her lifetime executed a "Deed of Gift" in favour of the said Sushanta Dasgupta and thereby transferred her undivided 6/35th share in the aforesaid joint property and the said Deed of Gift dt. 30.06.2008 was registered at the office of the A.D.S.R. Sonarpur and recorded in its Book No. I, CD Volume No. 18, Pages 540 to 563, Being No. 06660 for the year 2008 and thus the said Sushanta Dasgupta became the owner to the extent of 11/35th+ 6/35th = 17/35th share in the said undivided un-demarcated 21 decimals of land and building structure standing thereon. And thus the Said Achintya Kumar Dasgupta, Sushanta Dasgupta and Krishna Roy (Dasgupta) jointly had 29/35th share in the said undivided and un-demarcated 21 decimals of land.

AND WHAREAS the said Achintya Kumar Dasgupta, Sushanta Dasgupta and Krishna Roy (Dasgupta) jointly sold, transferred and handed over the said undivided 29/35th share i.e. more or less 17.4 decimals land out of 21 decimals land by virtue of two Deed of Sale registered at the office of the D.S.R. IV, Alipore, South 24 Parganas and recorded in its Book No. I, Volume No. 13, Pages from. 4169 to 4191, Being No. 4244 for the year 2009 and Book No. I, Volume No. 13, Pages from. 4192 to 4214, Being No. 4245 for the year 2009 unto and in favour of Mrs. Jamuna Sarkar, Mr. Harish Kumar Sarawogi, Mr. Surjya Kumar Saha, Mrs. Krishna Saha.

AND WHEREAS on the other hand, said Jayanta Dasgupta by an Indenture (Bengali recited saf bikray Kobala) dated 7th October, 1997 which was registered at the office of the A.D.S.R., Sonarpur, South 24 Parganas and recorded in Book No. I, Volume No. 122, Copied at Pages – 242 to 250, Being No. 7443 for Year 1999 most illegally sold 50% undivided share instead of his actual undivided 6/35th share in the aforesaid joint property in favour of Amal Kumar Das, son of Madhusudan Das of A/177, Ram Krishna Nagar, Garia, South 24 Parganas.

AND WHEREAS the said Amal Kumar Das subsequently sold, transferred and conveyed his actual undivided 6/35th share i.e. more or less 3.6 decimals land out of 21 decimals land by virtue of two Deed of Sale registered at the office of the D.S.R. IV, Alipore, South 24 Parganas and recorded in its Book No. I, CD Volume No. 3, Pages from. 4153 to 4171, Being No. 00815 for the year 2011 and Book No. I, Volume No. 3, Pages from 3907 to 3925, Being No. 00816 for the year 2011 unto and in favour of Mr. Sekhar Chandra Biswas and Mrs. Krishna Saha.

AND WHEREAS in the manner aforesaid Mrs. Jamuna Sarkar, Mr. Harish Kumar Sarawogi, Mr. Surya Kumar Saha, Mrs. Krishna Saha and Mr. Sekhar Chandra Biswas became the joint owners of the aforesaid 21 decimals land having their respective undivided share therein and since then they jointly have been in possession and enjoyment of the said property till now without any hindrance and encumbrance and got mutated their names in respect of the said property and the said property is recorded in L.R.R.O.R. as L.R. Dag No. 10 appertaining to L.R. Khatian Nos. 1605, 1606, 1604, 1608 and 1607 respectively and they got recorded the said property in the assessment roll of the Rajpur-Sonarpur Municipality and the said property recorded as **Holding No. 552, West Balia**, Ward No. 1 of the Rajpur-Sonarpur Municipality.

AND WHEREAS the said Mrs. Jamuna Sarkar, Mr. Harish Kumar Sarawogi, Mr. Sura Kumar Saha, Mrs. Krishna Saha entered into two Memorandum of Agreement dated 4th February, 2011 and 9th February, 2011 (hereinafter referred to as the “Development Agreement”) with M/s. Kaberi Construction, the developer herein being represented by its Proprietor, Mr Sekhar Chandra Biswas who is also a land owner of the aforesaid 21 decimals land for development and construction of a Multi-storied building at the aforesaid premises at the cost and expenses of the developer. A registered Power of Attorney has also been executed by them in favour of Mr Sekhar Chandra Biswas, the Proprietor of M/s. Kaberi Construction as well

as one of the land owners of the aforesaid 21 decimals land which was registered in the office of the A.D.S.R. Alipore, South 24 Parganas and recorded in Book No. IV, CD Volume No. 3, copied at Pages 16 to 28, Being No. 00863 for the year 2011, for smooth execution of the terms of the said Development Agreement.

AND WHEREAS in pursuance of the aforesaid Development Agreement dated 4th February, 2011 and 9th February, 2011 the developer has obtained building plan vide sanction No. 228/CB/01/60 dated 09.12.2016 from the authority of the Rajpur – Sonarpur Municipality and construction of the said G+V storied building being named as **“Star Luxuria”** upon the aforesaid property has started.

AND WHEREAS in pursuance of the said Development Agreements with the Owners and also by the strength of the General Power of Attorney executed by the Owners, the Developer is entitled to interalia All That Apartment No. in the Floor of the Building named **“Star Luxuria”** in the said premises falling in the Developer’s allocation with right to sell, transfer or in any way alienate the same.

AND WHEREAS the purchaser is being desirous of purchasing and/ or owing the said Apartment No. in the Floor containing a carpet area of Sq.Ft , be the same a little more or less, and **an Open Car Parking Space under the roof** of the said building named **“Star Luxuria”** in the said premises more particularly described in the **Second Schedule** hereunder written (hereinafter referred to as the said “UNIT”) together with undivided proportionate share in the common areas and installations of the Building and together with undivided proportionate impartible variable share in the land underneath the building comprised in the said premises attributable to the said unit has approached to the developer to sell the same to the purchaser. At the request of the purchaser the Developer has agreed to sell to the Purchaser the said unit and the properties

appertaining thereto free from all encumbrances for the total consideration money being sum of Rs./- (Rupees) only and on the terms and conditions hereunder written.

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED AND DECLARED BY AND BETWEEN THE PARTIES HERETO as follows:

1. DEFINITION: In this Agreement unless there is something contrary or repugnant to the subject or context.
 - (a) Vendor shall mean and include the said Owners and their respective attorneys, heirs, legal representatives, executors, administrators and assigns.
 - (b) Land shall mean all that piece and parcel of Land measuring more or less **19.2 Decimals** be the same a little more or less lying and situate at Mouza – Balia, J.L.No. No. 46, R. S. No. 30, Touzi No. 274, comprised in R. S. Khatian No. 76, in Dag No. 44, in L. R.Khatian No. 302, at present L. R.Khatian No. 1604, 1605, 1606, 1607,1608, L. R. Dag No. 10, out of total area of 21 Decimans of land as per R. O.R. together with one storied dilapidated building standing thereon with existing tenants under P. S. and S. R. office at Sonarpur at present with in the local limits of Rajpur Sonarpur Municipality, Ward No. 1, now being known and numbered as Premises/Holding No. 552, Paschim Balia, in the District 24-Parganas (South).
 - (c) Purchaser/s shall mean and include his heirs, executors, administrators, legal representatives and assigns.
 - (d) Developer shall mean the said **KABERI CONSTRUCTION.**, and its successor or successors-in-office and assigns.
 - (e) Building shall mean and include the Building/s to be constructed or intended to be constructed by the Developer on the said Premises.
 - (f) Unit shall mean the Apartments and include the parts and equipment provided and or reserved in the said land and / or in the building for common use and enjoyment as described in the Second Schedule hereunder written.

- (g) Architect shall mean any person or persons or Firm or Company whom the Developer has appointed / may appoint from time to time as the Architect for the building.
- (h) Common parts shall mean and include the parts and equipment provided and / or reserved in the said land and / or in the building for common use and enjoyment and described in the Third Schedule hereunder written but shall not include the open land and driveways on the ground floor of the building and the Developer shall have the absolute right to make constructions thereon and to deal with or dispose of the same or use or permit the same to be used for any purpose.
- (i) Common Expenses shall mean and include all expenses to be incurred for the maintenance, management and upkeep of the said premises to be paid proportionately by the Purchaser for their respective **Apartment No.** ___ on the ___ **Floor** and **an Open Car Parking Space** for the proportionate area of the total common area of the said building.
- (j) Common Purposes shall mean and include the purposes of managing and maintaining the said premises and the building thereat and in particular the common super built-up area and installations, recondition of common services.

(b) Words importing masculine gender shall include feminine gender and neuter gender, similarly words importing feminine gender shall include masculine gender and neuter gender and likewise words importing neuter gender shall include masculine gender and feminine gender.

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

- 1) The Purchaser/s after inspecting the plan and other documents have approached the Developer for acquiring the **Apartment No.**___ on the ___

Floor in the building named “.....” measuring approximately _____ **Sq ft** Carpet Area including common areas.

- 2). In consideration of the payments promised and covenants hereinafter contained on the part of the Purchaser to be observed and performed, the Developer has agreed to sell to the Purchaser the said **Apartment No. ___** on **the ___ Floor in** the building christened "....." measuring approximately _____ **Sq.ft.** Carpet Area and **an Open Car Parking Space** including common areas together with undivided proportionate share in the land. The total cost of the said Apartment as agreed by the parties hereto is **Rs.** _____ (Rupees _____ only) and the cost of the Open Car Parking Space is Rs. _____ (Rupees _____). The terms of payment shall be as detailed in the Fourth Schedule hereunder written.
- 3) The Purchaser/s shall pay all the proportionate contribution for the Common Parts as detailed in the Fifth Schedule hereunder written.
- 4) All costs of preparation, stamping and registration of this Agreement and all documents will be borne and paid by the Purchaser/s.
- 5) The Purchaser/s also agree to pay to the Developer in addition to the consideration mentioned hereinabove proportionately all costs, outgoings and expenses including all charges for any additions or alterations in the said Apartment and towards the common expenses as mentioned in the Fifth Schedule hereunder written.
- 6) In the event of failure on the part of the Purchaser to pay all sums falling due within fifteen (15) days of serving notice by the Developer calling for such payment, the Purchaser/s shall pay interest @ 20% per annum on all such sums due. The interest shall be applicable from the date of default till the date the amount is paid to the Developer. However such default will be allowed upto two (2) months period, after which the Developer will be at his liberty to cancel the Agreement.
- 7) In case for any reason whatsoever the Purchaser/s fails to take the Unit/Apartment and surrenders the Unit/Apartment, then in that case, the Developer shall refund the amount paid by the Purchaser after deducting

30% of the total amount paid after three (3) months from the date of cancellation.

- 8) The measurement as has been given / to be given by the Architect of the Developer will be final and binding on both the parties.

The Purchaser/s doth hereby covenant with the Developer as follows:

- a) Not to interfere with or hinder or obstruct in any manner whatsoever the construction of the said building or any part thereof by the Developer.
- b) To pay from the time after completion/handing over the Unit/Apartment, proportionate share of the common expenses as will be required.
- c) Not to do anything whereby the Developer is prejudicially affected.
- d) Not to throw any rubbish or stone or any article or combustible goods in the common parts.
- e) Not to carry on any obnoxious, noisy, offensive, illegal or immoral activity in the said Unit.
- f) Not to cause any nuisance or annoyance to the co-purchaser and / or occupants of the other portions of the said building and / or Units.
- g) Not to decorate or paint or otherwise alter the exterior wall of the said Unit/Apartment or common parts of the said buildings in any manner.
- h) Not to obstruct in any manner the Developer – **KABERI CONSTRUCTION** in making further construction or transferring any right in or on the Land, Building or other Units.
- i) Not to claim any partition or sub-division of the said land or the common parts.

- j) Not to obstruct or raise any objection in case the proportionate undivided share in the said building is reduced by reason of the Developer making further constructions on the said premises and not to obstruct or raise any objection of any nature whatsoever to such construction or any portion thereof.
- k) To permit the Developer and its surveyors or agents at all reasonable time and upon 48 hours previous notice in writing to the Purchaser to enter upon the said Unit and every part thereof to inspect the state and condition thereof and of all defects, decay and after assessing the repairs required to be carried out, to give notice to the Purchaser to repair the defects. Within seven (7) days of such notice the repair/defects should be made good at the cost of the Purchaser.
- l) To allow the co-purchaser/owners the rights, easements and / or quasi-easements set out in the Sixth Schedule hereunder written.
- m) To observe, fulfill and carry out all its obligations under this agreement regarding the said Unit and matters relating thereto.
- n) The Purchaser/s along with other co-Purchasers and occupiers in the building shall not have any right to block any common passage, but the Developer shall have the right to do so, so long the utility provided to the Purchasers and occupiers is not obstructed and/or hampered in the event of ingress and egress.

The Developer doth hereby covenant with the Purchaser as follows:

- a) On fulfillment of the conditions on the part of the Purchaser as stated hereinabove, the Developer shall observe their covenants under this agreement at the earliest and hand over the Apartment/Unit earmarked for the Purchaser after receiving full payment in terms hereof.
- b) To allow and / or grant to the Purchaser/s at all times the rights, easements and quasi-easements contained in the Third Schedule.

- c) The Developer shall form a committee/Apartment owners' association in consultation with the Apartment owners after full occupancy of the building. However, from the date of possession the purchaser shall be liable to pay maintenance charges @ **Rs.** _____ on the Carpet Area. After the committee/Apartment owners' association is formed by the Developer, the maintenance of the building will be handed over to them for proper maintenance and upkeep of the building.

PROVIDED ALWAYS AND IT IS HEREBY AGREED AND DECLARED by and between the parties hereto as follows:

- a) Any notice required to be served hereunder shall be deemed to have been sufficiently served on the seventh day of the date on which the same is delivered to the postal authorities or transmission to the Purchaser at her last known recorded address and vice versa.
- b) All disputes relating to provisions, obligations, interpretations and defaults and liabilities under this Agreement shall be referred for arbitration under the provisions of the Arbitration & Conciliation Act, 1996. The venue of arbitration shall be Kolkata.
- c) Only the Courts of Civil Court at Baruipur shall have Jurisdiction over all matters arising out or under this Agreement or connected therewith including the arbitration.

THE FIRST SCHEDULE ABOVE REFERRED TO

Land shall mean all that piece and parcel of Land measuring more or less.21 Decimels situated at Mouza – Balia J.L. No. 46 , R. S. No. 30, Touzi No. 274, comprised in R. S. Khatian No. 76, in Dag No. 44, in L. R.Khatian No. 302, at present L. R.Khatian No. 1604, 1605, 1606, 1607,1608, L. R. Dag No. 10, out of total area of 21 Decimans of land as per R. O.R. together with one storied dilapidated building standing thereon with existing tenants under P. S. and S. R. office at Sonarpur at present with in the local limits of Rajpur Sonarpur

Municipality, Ward No. 1, now being known and numbered as Premises/Holding No. 552, Paschim Balia, in the District 24-Parganas (South).

THE SECOND SCHEDULE ABOVE REFERRED TO

ALL THAT Apartment No. _____ be the same a little more or less.....Carpet Area plus Sq.ft. Balcony/Verrandah..... on the _____ **Floor and an Open Car Parking Space in the Ground Floor under the roof** of the building christened “.....” constructed at the said premises more particularly described in the First Schedule hereinbefore mentioned.

THE THIRD SCHEDULE ABOVE REFERRED TO

1. The common passage on the ground floor unless specifically mentioned.
2. Water Pump, Water Pipes and other common plumbing installations.
3. Drainage and Sewers.
4. Boundary Walls and Main Gate, ultimate roof.
5. Staircase, Lift, Community Hall, Caretaker’s Room and Multigym.
6. Such other common facilities specified by the Developer expressly to be the common parts of the said building

THE FOURTH SCHEDULE ABOVE REFERRED TO
(Details of Apartment, Price Break-Up & Payments)

The Purchaser hereby agrees to pay to the Developer a sum of **Rs. _____** (Rupees only) towards consideration for acquiring the said **Apartment No _____** on the _____ **Floor, Cost of Balcony/Verandah** and Rs. _____ for **an Open Car Parking Space** and common parts towards cost of proportionate land and cost of construction and the same shall be paid by the Purchasers to the Developer in the manner detailed below:

Details of Apartment & Price Break-Up are as follows :

Type : ____ BHK
Floor : _____
Rate of Apartment per Square feet of Carpet Area : Rs. _____ /-
Cost of Carpet Area : Rs _____/-
Cost of exclusive balcony or verandah areas :Rs _____/-
Prorata cost of common areas with external wall thickness : Rs. _____/-
Open Parking : Rs. _____/-
Total Consideration : Rs. _____/-

The Total Consideration shall be paid by the purchaser/s to the developer in the manner detailed below :

	<u>Date of Payments</u>	<u>Amount / Rs.</u>
1)	On Booking	Rs.
2)		
3)		
4)		
		----- Rs. =====

(Rupees _____ only)

The total GST to be paid Rs..... (Rupeesonly)

THE FIFTH SCHEDULE ABOVE REFERRED TO
(Common Expenses)

1. All costs of maintenance, white washing, repairing, redecorating, painting, repainting, renovating and replacing the common parts and also the outer walls of the said building.
2. Insurance premium for insuring the said building against earthquake, fire, lightning, riot, damage etc.
3. All charges and deposits for supplies for common utilities and taxes.

4. The Purchaser/s shall pay proportionate amount for installation of Transformer/Infrastructure cost for the purpose of common electric meter and shall also pay additionally for individual electric meter for getting electricity connection and proportionate cost for Generator and any other statutory expenses.
5. All litigation expenses for protecting the title of the said land and building.
6. All expenses and outgoings as may be deemed by the Developer and / or association / committee to be formed by the Developer to protect the interests / rights of the Purchasers/owners.
7. All expenses referred above shall be borne and paid proportionately by the Co- purchasers / Owners and from the date of taking possession of their respective Apartment.

THE SIXTH SCHEDULE ABOVE REFERRED TO

1. The right in common with other purchasers for the use of the common parts for ingress and outgress.
2. The right of passage in common with other Purchasers to get electricity, water connection from and to any other Unit or common parts through or over the said Unit as far as may be reasonably necessary for the beneficial use and occupation of the other parts of the building.

THE SEVENTH SCHEDULE ABOVE REFERRED TO

(Particulars of specifications for fittings / finishing to be provided in the said Apartment No. __)

- | | | |
|----------|---|---|
| Flooring | : | Entire floor of the Apartment will be with vitrified tiles except the
Kitchen & toilets which will be fully marbled. |
| Kitchen | : | One Granite Cooking Platform and wall dado of glazed tiles up to 30" Height over platform and Steel sink. |
| Doors | : | Flush Doors with commercial ply painted with first class enamel Paint, except in the Toilets where PVC Doors will be provided. Door Beat will be provided in all the Doors. |
| Windows | : | Aluminium Window (Sliding). |
| Walls | : | Interior Walls - plaster of Paris and two coats of Cement Primer. |

Exterior Walls – painted with suitable shades of cement based paint.

Sanitaryware: In the toilet – One standard commode with cistern and provision for Geyser line shall be provided. In addition to this, one Wash Basin with two tap connections shall be provided. In the W.C. one Standard Commode with cistern and a tap connection will be there. Glazed Tiles up to 6’ height in the wall will be provided.

Electrical : Concealed copper wiring with PVC Pipe.(reputed make).
Bedroom – two light points, one fan point, one plug point

Toilet – one light point and one plug point.

Kitchen – one light point and two plug points.

Drawing and Dining – two light points, two fan points and two plug points.

Balcony – one light point.

Special Fittings : To be provided at extra cost as per Purchaser’s choice

IN WITNESS WHEREOF the parties hereto have hereunto executed this Agreement the day month and year first above written.

**SIGNATURE OF SRI SEKHAR
CHANDRA BISWAS AS
CONSTITUTED ATTORNEY FOR
AND BEHALF OF THE OWNERS.**

SIGNED and DELIVERED by the
Within named DEVELOPER at
Kolkata in the presence of :

SIGNATURE OF THE DEVELOPER

SIGNED and DELIVERED by the
Within named PURCHASER at
Kolkata in the presence of :

SIGNATURE OF THE PURCHASER/S

