

AGREEMENT FOR SALE

This AGREEMENT FOR SALE (hereinafter referred to as "Agreement") is made at Kolkata and executed on this day of NOVEMBER, 2020, by and amongst:

1. (A) SRI RANJAN DUTTA (Pan No. – BTPPD7350B) (Aadhar No. – 528922076033), s/o Late HARIPADA DUTTA, aged about 57 years, by Occupation – Business, (B) MISS PAYEL DUTTA (Pan No. – CCDPD5661B)(Aadhar No. – 381345259854) d/o LATE ANJAN DUTTA, aged about 35 years, by Occupation – Student, (C) SRI AMLAN DUTTA (Pan No. – CCFPD9193L)(Aadhar No. – 921578462998), s/o LATE ANJAN DUTTA, aged about 30 years, by Occupation – Business, all by Nationality – Indian, all by Religion – Hindu and all permanently residing at 82, Judge Bagan, P.O. – Haridevpur, P.S. – previously Behala then Thakurpukur and now Haridevpur, Ward No. - 115, District – South 24 Parganas, Kolkata – 700082,(hereinafter collectively referred to as the "LANDOWNERS/VENDORS"), which expressions shall unless excluded by or

repugnant to the subject or context thereof be deemed to mean and include their respective heirs, successors, executors, administrators, trustees, legal representatives and permitted assigns, of the FIRST PART;

AND

2. M/S. DISHA CONSTRUCTION, a sole proprietorship firm, having its office at 335, Mahatma Gandhi Road, Kolkata – 700082, duly represented by its Sole Proprietor SRI. SATYABRATA DAS (PAN No. –AQRPD1413D) (AADHAR No. - 251058385024), s/o Late Promod Kishore Das, by nationality – Indian, by faith – Hindu, by occupation – Business, aged about 49 years, residing at 433, Ustad Amir Khan Sarani, Kolkata – 700082, P.O. – Haridevpur, P.S. – previously Behala then Thakurpukur and now Haridevpur, Ward No. – 122, District –South 24 Parganas, (hereinafter referred to as “DEVELOPER/CONFIRMING PARTY”) which term or expression shall unless otherwise excluded by or repugnant to the context or subject be deemed to mean and include the said proprietor and his respective heirs, executors, administrators, representatives and assigns of the SECOND PART;

AND

3. SMT. KUMKUM ROY, (Pan No. – BBUPR0111B), (Aadhar No. – 677073077338), W/o Sri Chandan Roy, aged about 37 years, by occupation – Housewife, by nationality – Indian, by faith - Hindu, residing at 29 Naskar Para Road, P.O. &P.S. – Haridevpur, Ward No. – 115, District – South 24 Parganas, Kolkata – 700041, (hereinafter referred to as the “PURCHASER”, which expression shall unless excluded by or repugnant to the subject or context thereof be deemed to mean

and include her respective heirs, successors, executors, administrators, trustees, legal representatives and permitted assigns), of the THIRD PART;

Each of the parties mentioned above, are hereinafter collectively referred to as the "Parties" and individually as a "Party".

WHEREAS:

- A. After the partition of India, a large number of residents of former East Pakistan (now Bangladesh) crossed over and came to the territory of the State of West Bengal from time to time due to force of circumstances beyond their control;
- B. The Government of West Bengal (hereinafter referred to as "Government") offered all reasonable facilities to such people (hereinafter referred to as "Refugees") for residence in the State of West Bengal;
- C. A considerable number of such people were compelled by circumstances to use vacant lands in the Urban areas for homestead purposes;
- D. One Smt. Sandhya Dutta, w/o Sri. Haripada Dutta, being the refugee displaced from East Pakistan now Bangladesh came to the State of West Bengal and occupied ALL THAT piece and parcel of land admeasuring more or less about 04 (Four) Kathas 02 (Two) Chattaks comprised in E/P NO. 82, R.S. - Plot No. 1574(P), lying and situated at Mouza - Haridevpur, J.L. No. - 25, District – South 24 Parganas, P.S. – previously Behala then Thakurpukur and now Haridevpur, for their household purpose and started residing on the aforesaid plot of land with her family members;
- E. Smt. Sandhya Dutta, being the refugee displaced from East Pakistan now Bangladesh approached the Government of West Bengal for the above-mentioned land for her rehabilitation. The Government of West Bengal with the intent to rehabilitate the Refugees from East Pakistan (now Bangladesh) acquired land in Plot E/P NO. 82, R.S. - Plot No. 1574(P), lying and situated at Mouza - Haridevpur, J.L. No. - 25, District – South 24 Parganas, P.S. – previously Behala then Thakurpukur and now Haridevpur, in the urban area of Calcutta Municipal Corporation under the provisions of L.D.P. Act, 1948/L.A. Act I of 1894 including the plot now in occupation of Smt. Sandhya Dutta;

- F. It has been decided by the Government of West Bengal to make a gift of the said plot of Land in favour of the said Smt. Sandhya Dutta, w/o Sri. Haripada Dutta, so as to confer the absolute right, title and interest in the said Land where she had been residing peacefully for a long time which is more fully and particularly described in the FIRST SCHEDULE hereunder written;
- G. Subsequently, the Government of the State of West Bengal as the DONOR therein conferred the absolute right, title and interest in favour of the said Smt. Sandhya Dutta, w/o Sri. Haripada Dutta as DONEE by virtue of One REGISTERED DEED OF GIFT dated 4th October, 1991, for ALL THAT piece and parcel of land admeasuring more or less about 04 (Four) Kathas 02 (Two) Chattaks comprised in E/P NO. 82, R.S. - Plot No. 1574(P), lying and situated at Mouza - Haridevpur, J.L. No. - 25, District – South 24 Parganas, P.S. –previously Behala then Thakurpukur and now Haridevpur, which is more fully and particularly described in FIRST SCHEDULE hereunder written and was duly registered in the OFFICE OF ADDITIONAL DISTRICT SUB REGISTRAR, ALIPORE and the same was recorded in Book No. 1, Volume No. 16, Pages 257 to 260, Being No. 1940 for the year 1991, containing one restraint condition that the said DONEE will have no right to transfer the same above-mentioned Land in any way whatsoever it may be for a period of 10 (ten) years from the date of execution of the said REGISTERED DEED OF GIFT without prior written consent from the said Government of the State of West Bengal.
- H. The said Smt. Sandhya Dutta, w/o Sri. Haripada Dutta became the absolute Owner of the aforesaid Land and thereafter mutated the same Land in her name in the records of Kolkata Municipal Corporation and the Kolkata Municipal Corporation has numbered it as PREMISES No. 269, Naskar Para Road, and mailing address No. 82, Judge Bagan, Kolkata- 700 082, having Assessee No. – 411150902695, Ward No. – 115, Borough No. – XIII, and accordingly paid taxes regularly therein.
- I. Now that the said SANDHYA DUTTA, died intestate on 30/06/2015, at M.R. BANGUR HOSPITAL, Kolkata – 700033, so the present legal heirs of Late Sandhya Dutta namely (i) SRI RANJAN DUTTA, (ii) SRI AMLAN DUTTA, (iii) MISS PAYEL DUTTA, became the current/present LANDOWNERS of this Land. It is also pertinent to mention here that another son of Late Sandhya Dutta i.e. Anjan Dutta died on 04/01/2019 at S.S.K.M hospital, Kolkata. Even the mother of Sri. Amlan Dutta and Miss Payel Dutta, namely, Rina Dutta also died on 08/05/2009. So only the present legal heirs of Late Sandhya Dutta are the present LANDOWNERS/VENDORS;

- J. The said Land is free from all encumbrances, charges, liens, lis-pendences, mortgage and have no acquisition or requisition and/or any civil, criminal proceeding is/are not pending before any Learned Court under its jurisdiction.
- K. For better accommodation and to get more benefit from the said land, the LANDOWNERS/VENDORS herein being desirous of constructing a Straight III BUILDING upon SAID PREMISES but due to financial deficiency and lack of experiences, the LANDOWNERS/VENDORS was unable to construct the Straight III BUILDING.
- L. The LANDOWNERS/VENDORS due to lack of experiences and financial crunch/deficiency approached the DEVELOPER/CONFIRMING PARTY to construct a Straight III BUILDING as per the BUILDING PLAN which is yet to be prepared and sanctioned from the competent authority by the DEVELOPER/CONFIRMING PARTY.
- M. The DEVELOPER/CONFIRMING PARTY has agreed to make the construction of Straight III BUILDING on the said LAND as per the BUILDING PLAN sanctioned by the Kolkata Municipal Corporation in consideration of and/or the terms and conditions as mentioned in the Development Agreement dated 16th August, 2019, entered between the LANDOWNERS/VENDORS and the DEVELOPER/CONFIRMING PARTY and the same has been registered at the office of District Sub Registrar – II Alipore, South 24 Parganas and recorded in Book No. – I, Volume No. 1602-2019, Pages from 235960 to 236013, Being No. – 160206553 for the year 2019, and the LANDOWNERS/VENDORS herein named has executed a Development Power of Attorney dated 16th August, 2019, to and in favour of the said SRI. SATYABRATA DAS (PAN No. – AQRPD1413D) (AADHAR No. - 251058385024), s/o Late Promod Kishore Das, by nationality – Indian, by faith – Hindu, by occupation – Business, aged about 49 years, residing at 433, Ustad Amir Khan Sarani, Kolkata – 700082, P.O. – Haridevpur, P.S. – Haridevpur, Ward No. – 122, District – South 24 Parganas, sole proprietor of M/S. A.A CONSTRUCTION, a sole proprietorship firm, having its office at 433, Ustad Amir Khan Sarani, P.O. – Haridevpur, P.S. – Haridevpur, Ward No. – 122, District –South 24 Parganas, Kolkata – 700082, and the same has been registered in the office of District Sub Registrar – II Alipore, South 24 Parganas, and recorded in Book no. I, Volume No. 1602-2019, Pages from – 236279 to 236306, Being No. 160206564 for the year 2019.

- N. The DEVELOPER/CONFIRMING PARTY thereafter obtained sanctioned Building Plan bearing no. 2019130240 dated 25/02/2020, from the Kolkata Municipal Corporation in its name and started construction of the proposed Straight III Storied Building as per the sanctioned building plan and completed the construction of the same straight III storied residential building on the same Premises;
- O. It is pertinent to mention here that the DEVELOPER/CONFIRMING PARTY is selling the below-mentioned FLAT out of the DEVELOPER'S/CONFIRMING PARTY'S Allocation received as per the above-mentioned Registered Development Agreement dated 16th August, 2019, entered between the LANDOWNERS/VENDORS and the DEVELOPER/CONFIRMING PARTY.
- P. The PURCHASER has approached the DEVELOPER/CONFIRMING PARTY to purchase the FLAT BEARING NO. B2 on the First Floor of the Straight III Building admeasuring a super built up area of 522 (Five Hundred and Twenty Two) square feet be the same a little more or less on the South West side be the same a little more or less along with ALL THAT the common parts and/or general portions and/or common areas and facilities TOGETHER WITH the undivided proportionate share or interest in the land comprised in the Premises No. 269, Naskar Para Road, and mailing address No. 82, Judge Bagan, Kolkata- 700 082, having Assessee No. – 411150902695, Ward No. – 115, Borough No. – XIII, (hereinafter referred to as "SAID PREMISES") appurtenant to the above-mentioned flat (more specifically and/or particularly described in the SECOND SCHEDULE hereunder written) intended to be owned and/or purchased by the PURCHASERS in the SAID PREMISES.
- Q. At the request of the PURCHASER, the DEVELOPER/CONFIRMING PARTY has agreed to sell, transfer and convey the above-mentioned FLAT BEARING NO. B2 on the First Floor of the Straight III Building admeasuring a super built up area of 522 (Five Hundred and Twenty Two) square feet be the same a little more or less on the South West side of the same a little more or less along with ALL THAT the common parts and/or general portions and/or common areas and facilities TOGETHER WITH the undivided proportionate share or interest in the Land comprised in the SAID PREMISES appurtenant to the above-mentioned FLAT intended to be owned and/or purchased by the PURCHASER on the terms and conditions contained herein below:

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. The total consideration amount of the above-mentioned Flat Bearing No. B2 on the First Floor of the Straight III Building admeasuring a super built up area of 522 (Five Hundred and Twenty Two) square feet be the same a little more or less on the South West side along with ALL THAT the common parts and/or general portions and/or common area and facilities TOGETHER WITH the undivided proportionate share or interest in the land (more fully described in the Second Schedule herein below) comprised in the SAID PREMISES shall be Rs. 15,00,000/- (Rupees Fifteen Lacs only).
2. The PURCHASER has already paid a sum of Rs.5,00,000/- (Rupees Five Lacs only) vide cheque bearing no. dated/...../2020, drawn on Bank, Branch –, at the time of entering into this Agreement for Sale dated
3. The PURCHASER shall again pay a sum of Rs. 5,00,000/- (Rupees Five Lacs only) vide cheque/demand draft in the month of December, 2020, and the rest consideration money amounting to Rs. 5,00,000/- (Rupees Five Lacs only) vide account payee cheque / bank draft at the time of registration as mentioned in Schedule "FIFTH" hereunder written out of the total purchase consideration amounting to Rs. 15,00,000/- (Rupees Fifteen Lacs only) excluding Goods and Service Tax (GST) and all other applicable taxes as per the prevailing law of the Land, as an earnest money, the receipt of which sum the DEVELOPER/CONFIRMING PARTY hereby acknowledges.
4. The Parties covenant that the sale and purchase of the SAID FLAT, more-fully described in the "SECOND SCHEDULE" herein below, shall be completed on or before 18 (Eighteen) months, from the date hereof. Time shall be the essence of this Agreement.
5. Upon tendering the sum of Rs. 15,00,000/- (Rupees Fifteen Lacs only) excluding Goods and Service Tax (GST) and all other applicable taxes as per the prevailing law of the Land, as mentioned in Schedule "FIFTH" hereunder written, at the time of registration of sale deed with respect to the FLAT Bearing No. B2 on the First Floor of the Straight III Building admeasuring a super built up area of 522 (Five Hundred and Twenty Two) square feet be the same a little more or less on the South West

side TOGETHER WITH the undivided proportionate share or interest in the Land comprised in the SAID PREMISES, more fully described in the "SECOND SCHEDULE" herein below as per the terms of this AGREEMENT, the DEVELOPER/CONFIRMING PARTY shall execute or cause to be executed a duly stamped absolute Sale Deed and conveyance for the entire SAID FLAT, as the case may be, in favour of the PURCHASER or any of her affiliates, legal heirs or any other person as directed by the PURCHASER, at the cost of the PURCHASER and present it before District Sub-Registrar's office having due and relevant jurisdiction and have it duly registered in accordance with the prevailing laws of land. The DEVELOPER/CONFIRMING PARTY covenants that it has all the necessary clearance and permissions required for the sale and/or transfer of such SAID FLAT, more fully described in the "SECOND SCHEDULE" herein below.

6. The DEVELOPER/CONFIRMING PARTY hereby represent and warrants to the PURCHASER as under:
 - a. The DEVELOPER/CONFIRMING PARTY has a clear and marketable title of the SAID FLAT free from all kinds of encumbrances, claims or third party rights whatsoever, such as prior sale, mortgage, gift, will, lease, litigation, license, tenancy, lispendens and disputes, stay orders, acquisition, charges, liens, lease, loan, surety, security, and such other encumbrances, and if proved otherwise, then the DEVELOPER/CONFIRMING PARTY shall be liable and responsible to indemnify all the losses/damages thus suffered by the PURCHASER.
 - b. That the DEVELOPER/CONFIRMING PARTY has paid all taxes, cesses, dues, duties, maintenance charges and outgoings till date and there are no arrears. The DEVELOPER/CONFIRMING PARTY shall bear and pay all out goings namely municipal taxes, electricity and water charges, maintenance charges and all other such charges in respect of the SAID FLAT till the date of the registration and, thereafter, the same shall be borne by the PURCHASER.
 - c. That no tax or other liability is payable by the DEVELOPER/CONFIRMING PARTY, which could affect or prejudice the ownership right of the PURCHASER to the SAID FLAT. The DEVELOPER/CONFIRMING PARTY agrees to indemnify and keep the PURCHASER indemnified for all or any loss, damage, cost or expense that the PURCHASER may suffer because of any tax claim or demand in breach of this representation.

- d. That the DEVELOPER/CONFIRMING PARTY assures and represents that there is no subsisting Agreement for Sale in respect of the SAID FLAT and the SAID FLAT has not been disposed of or transferred to any other person or persons under any gift, will, exchange or any other arrangement etc.
- e. That the DEVELOPER/CONFIRMING PARTY represents and warrants that the SAID FLAT has not been mortgaged with any bank or financial institution and the SAID FLAT are free from all encumbrances.
- f. That the DEVELOPER/CONFIRMING PARTY represent that there is no tenancy created in the SAID FLAT till the date of this AGREEMENT FOR SALE.
- g. The PURCHASER shall hold the said above-mentioned FLAT free and clear and freely and clearly and absolutely exonerated, and forever released and discharged or otherwise by the DEVELOPER/CONFIRMING PARTY and well and sufficiently saved, defended, kept harmless and indemnified of, from and against all former and other estates, titles, charges and encumbrances whatsoever made occasioned and suffered by the DEVELOPER/CONFIRMING PARTY or by any other person or persons claiming or to claim by, from, under or in trust for them or any of them;
- h. That the DEVELOPER/CONFIRMING PARTY represents to the PURCHASER that there is no order of attachment by the Income Tax authorities or by any Revenue Authority or any other Authority or any notice of acquisition / requisition has been received in respect of the SAID FLAT.
- i. That the DEVELOPER/CONFIRMING PARTY undertakes that excepting the DEVELOPER/CONFIRMING PARTY nobody else has any right, title or interest, claim or demand whatsoever or howsoever in respect of the SAID FLAT and the DEVELOPER/CONFIRMING PARTY has full authority and power to sell, transfer and dispose-off, the SAID FLAT in favor of the PURCHASER and receive the Sale Consideration in his favour.
- j. The DEVELOPER/CONFIRMING PARTY hereby assures the PURCHASER that he has not violated or contravened and/or shall not violate or contravene any

provisions of the law, rules, regulations and bye-laws in force for construction of the building.

- k. The DEVELOPER/CONFIRMING PARTY agrees that there is no legal impediment or bar within the knowledge of the DEVELOPER/CONFIRMING PARTY whereby the DEVELOPER/CONFIRMING PARTY can be prevented from obtaining any permission and approvals to transfer the SAID FLAT in favor of the PURCHASER.
- l. The DEVELOPER/CONFIRMING PARTY shall sign all applications for the purpose of the mutation of the SAID FLAT in the name of the PURCHASER and shall sign all such documents to assign and transfer the SAID FLAT in the name and in favor of the PURCHASER.
- m. The DEVELOPER/CONFIRMING PARTY agrees to indemnify, and hold harmless the PURCHASERS from any and all claims, demands, costs, expenses, actions, injuries of any nature and liabilities arising out of any claim that may be raised or attributable to the DEVELOPER/CONFIRMING PARTY and for breach of any of the representations and warranties, or of their obligations under this AGREEMENT.
- n. That all the expenses for this AGREEMENT and stamp duty, registration charges etc. have to be borne and paid by the PURCHASER.
- o. The DEVELOPER/CONFIRMING PARTY has handed over all the title documents in possession of the DEVELOPER/CONFIRMING PARTY to the PURCHASER for further verification.
- p. The DEVELOPER/CONFIRMING PARTY hereby indemnifies and keeps the PURCHASER or his successors-in-title fully indemnified against any loss or liability cost or claims, action or proceedings, if any may arise, at any time in future against him owing to any defect in or for want of clear and marketable title or due to any defect, violation or non-compliance of any of the declarations or covenants herein contained;

7. THE PURCHASER DOTH HEREBY COVENANTS TO THE DEVELOPER/CONFIRMING PARTY THAT:

- a. The PURCHASER shall not throw dirt, rubbish, refuse in the compound or any portion of the SAID PREMISES and/or permit or used to be permitted to do so.
 - b. The PURCHASER shall not store any, bring in, or allow being stored in the said FLAT or the compound of the SAID PREMISES any such article which may endanger the structure of the SAID PREMISES and/or rights of other Co-owners of the said Building.
 - c. The PURCHASER shall not hang or attach to the beam any article or machinery which will affect and endanger or damage construction of the SAID PREMISES.
 - d. The PURCHASER shall not demolish or cause to be demolished the SAID FLAT and/or the said building or any part thereof at any time hereafter.
 - e. The PURCHASER shall not close or permit to be closed any passage and all other common portion which will affect the right of use or enjoyment of the said premises by other Co-owners.
 - f. The PURCHASER shall not make any structural alteration or addition of permanent nature in the said FLAT without obtaining any prior sanction of the Municipal Authority.
 - g. The PURCHASER shall not use the said FLAT for any other purpose other than residential use.
 - h. The PURCHASER shall at their own cost bring the separate electric meter for the Said FLAT and also do the mutation of the Said FLAT at their own cost. The DEVELOPER/CONFIRMING PARTY shall not bear any cost either for the electric meter for the said FLAT and also for mutating the said FLAT in the name of the PURCHASER.
8. THE PURCHASER AND THE DEVELOPER/CONFIRMING PARTY FURTHER AGREES THAT:

- a. As soon as reasonably possible, the Co-owners of the Building will form an Association or Society and the management and maintenance of the building will be taken over by such Association.
- b. After formation of such Association or Society all the other Co-owners will observe and perform the Rules to be framed by such Association or Society.
- c. So long as any such Association or Society is not formed by the other Co-owners, the PURCHASER will pay all proportionate Municipal Taxes so assessed by the Municipal Authority and the proportionate maintenance charges and other dues so referred to in Schedule "FOURTH" hereunder written in respect of the said FLAT punctually and regularly.
- d. After payment of all dues payable to the DEVELOPER/CONFIRMING PARTY, the PURCHASER shall be entitled to let out and/or part with the possession of the said FLAT or any portion thereof for residential use only subject to the terms and conditions contained herein.
- e. The Courts of Kolkata shall have exclusive jurisdiction to entertain and/or try all actions suits and proceeding arising out of this agreement.
- f. All notices hereunder served by either of the Parties to the other Parties at the last known address of the Party shall be deemed to have been served properly.

9. GOVERNING LAW

This AGREEMENT shall be governed by and shall be construed in accordance with the laws of India.

10. DISPUTE RESOLUTION.

a. Negotiation

Subject to applicable laws, the Parties shall negotiate in good faith and use reasonable efforts to settle any dispute, controversy or claim arising from or related to this AGREEMENT (each, a "Dispute"). In the event that the Parties are unable to, within 30 (thirty) days, to reach a resolution, such Dispute shall be referred for negotiation to a mutually acceptable party who shall attempt in good faith to reach a resolution of the Dispute. If the foregoing procedures fail to achieve a mutually

satisfactory resolution within 30 (thirty) days, then either Party may, by written notice to the other Party, elect to have the matter settled by binding arbitration pursuant to Section 10 (b) (*Arbitration*) of this AGREEMENT.

b. Arbitration

Any Dispute not resolved in accordance with Section 10 (a) of this AGREEMENT (*Negotiation*) shall be referred to binding arbitration under the Indian Arbitration and Conciliation Act, 1996 and the rules made there under, as amended and in force, from time to time.

Each Party involved in the dispute shall appoint one arbitrator within 15 (fifteen) days of the dispute arising and the arbitrators so appointed shall appoint the presiding arbitrator., failing which the third arbitrator shall be appointed in accordance to the Indian Arbitration and Conciliation Act, 1996.

It is expressly agreed between the Parties that:

- The venue of such arbitration shall be Kolkata;
- The arbitration proceedings shall be conducted in the English Language.
- The arbitration award shall be final and binding.

11. JURISDICTION

Each of the Parties agree that the courts and tribunals in Kolkata shall have exclusive jurisdiction to settle any disputes which may arise out of or in connection with this AGREEMENT and that accordingly any suit, action or proceedings (together referred to as "Proceedings") arising out of or in connection with this AGREEMENT may be brought in such courts or the tribunals and the Parties irrevocably submits to and accepts for itself and in respect of its property, generally and unconditionally, the jurisdiction of those courts or tribunals.

12. NOTICE

Except as otherwise expressly provided herein, all notices and other communications provided for hereunder or there under shall be (i) in writing (including telex and telecopier) and (ii) telexed, telecopied or sent by person, overnight courier (if for inland delivery) or international courier (if for overseas delivery) to a Party hereto at its address and contact number specified below, or at such other address and contact number as is designated by such Party in a written notice to the other Party hereto.

All such notices and communications shall be effective (i) if sent by telex, when sent (with the correct answerback), (ii) if sent by tele-copier, when sent (on receipt of a confirmation to the correct tele-copier number), (iii) if sent by person, when delivered, (iv) if sent by courier, (a) 2 (two) Business Day after deposit with an overnight courier if for inland delivery and (b) 5 (five) Business Days after deposit with an international courier if for overseas delivery and (v) if sent by registered letter when the registered letter would, in the ordinary course of post, be delivered whether actually delivered or not.

Provided however that any notice or communication to the DEVELOPER/CONFIRMING PARTY or the PURCHASER shall be effective only on actual receipt by the officer of any such Person for whose attention the notice or communication has been expressly marked.

An original of each notice and communication sent by telex or telecopy shall be dispatched by person, overnight courier (if for inland delivery) or international courier (if for overseas delivery) and, if such person or courier service is not available, by registered airmail (or, if for inland delivery, registered first class mail) with postage prepaid, provided that the effective date of any such notice shall be determined in accordance with this Section of the AGREEMENT without regard to the dispatch of such original.

13. PARTIAL INVALIDITY

If, at any time, any provision of this AGREEMENT is or becomes illegal, invalid or unenforceable in any respect under any law of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions nor the legality, validity or enforceability of such provision under the law of any other jurisdiction will in any way be affected or impaired.

THE "FIRSTSCHEDULE" ABOVE REFERRED TO

(Description of SAID LAND/PREMISES)

ALL THAT piece and parcel of Bastu Land admeasuring about 04 (Four) Kathas 02 (Two) Chattaks, be the same or a little more or less ALONG WITH the dilapidated 650 (Six

Hundred and Fifty) square feet tin shed pucca structure comprised in E/P NO. 82, R.S. - Plot No. 1574(P), lying and situated at Mouza - Haridevpur, J.L. No. - 25, District – South 24 Parganas, P.S. – Previously Behala then Thakurpukur and now Haridevpur, P.O. – Haridevpur, within the jurisdiction of Additional District Sub Registrar's Office, Behala, and District Sub Registrar's Office, Alipore, West Bengal, along with all easement rights and being Kolkata Municipal Premises No. 269, Naskar Para Road, and mailing address No. 82, Judge Bagan, Kolkata- 700082, having Assessee No. – 411150902695, Ward No. – 115, Borough No. – XIII, TOGETHER WITH all the fittings and fixtures thereto having right to common service areas and facilities, which is butted and bounded in the following manner:

BUTTED AND BOUNDED BY:

On the NORTH: EP- 77,81;

On the SOUTH: EP-85,86;

On the EAST: EP 83, and 8 feet K.M.C Road;

On the WEST: 12 feet K.M.C. Road;

SECOND SCHEDULE ABOVE REFERED TO

Description of Flat

ALL THAT, piece and parcel of self- contained residential Flat, Bearing No. B2 on the First Floor of the Straight III Building admeasuring a super built up area of 522 (Five Hundred and Twenty Two) square feet be the same a little more or less on the South West side consisting of 1 (One) Bedroom, 1 (one) Dinning cum Kitchen, 1 (one) Verandha/Balcony, 1 (One) toilet be the same a little more or less along with ALL THAT the common parts and/or general portions and/or common areas and facilities together with the undivided proportionate share or interest in the land comprised in the Premises No. 269, Naskar Para Road, and mailing address No. 82, Judge Bagan, having Assessee No. – 411150902695, Ward No. – 115, Borough No. – XIII, Kolkata- 700082”.

THIRD SCHEDULE ABOVE REFERRED TO

Common Areas

1. Common Passage including main entrance leading to the Flat and roof of the building.

2. Water pump, water tank, water supply pipes and water lines, Electric Service line, Electric main line, Staircase, Landings, Wiring, Electric meter for pump installed in the building and in the main meter room;
3. Meter room, Drainage & Sewerages;
4. Boundary walls and Main gate and other vacant/open spaces;
5. Such others common parts, areas, equipments, installations, fixtures, fittings and spares in or about the said building as necessary and such other things and materials likely to be commonly used by the Purchasers or used by her in common with the other occupants/owners of the Building.

FOURTH SCHEDULE ABOVE REFERRED TO

Common Expenses

1. The cost of cleaning and lighting of the passage, landings, stair-case and other portion of the building as enjoyed or used by the Purchasers as aforesaid in common;
2. The cost of salaries of Darwans, if any, sweepers, pump men, electricians, care taker and others employees, if any, for maintenance of the Building.

FIFTH SCHEDULE ABOVE REFERRED TO

Payment structures

- i. Advance amount at the time of this Agreement: Rs. 5,00,000/-
- ii. Next Part Payment in the month of December, 2020: Rs. 5,00,000/- :
- iii. At the time of Registration of Sale Deed: Rs. 5,00,000/-

Total (Rupees Fifteen Lacs) only	Rs. 15,00,000/-

SPECIFICATIONS

CIVIL SUPERSTRUCTURAL WORKS

- A. FOUNDATION WORK (as per sanctioned Plan and Engineer advise): Excavation, single layer brick flat soiling (joint filling with silver sand) P.C.C. (1:3:6) casting work with M20 for grade of concrete combined Footing and isolated footing, tie bean, filing, filling with available excavated earth.
- B. R.C.C. FRAME STRUCTURE (as per sanctioned Plan and Engineer advise): Shuttering reinforcement and casting with M20 grade concrete for slab including bean, stair case, Stair, head room, as per sanction plan.
- C. BRICK WORK (as per sanctioned Plan and Engineer advise): External brickwork 200mm. with cement mortar (1.6), internal brick work 125mm/75mm.with cement mortar, (1.4) (every 3rd layer reinforced with wire net for 125mm/75mm, brick work)125mm. The brick parapet wall on roof terrace. (1 no. Bricks)
- D. INSIDE PLASTERING (as per Engineer advise): Inside wall with ceiling plaster with cement Mortar (1:6) for wall and (1:4) for ceiling single Layer. Thickness of plastering - 12mm.
- E. LINTEL & CHAJJA: Shuttering, reinforcement work and R.C. casting for internal loft, lintan and chajja etc. (1) Iron rod used (ISI) brand Fee 500 steel), (2) Cement (Ambuja).
- F. DRIVEWAY: Soiling P.C.C. and A.S.F for driveway and open area.
- G. WODDEN WORK: Door Frame shall be made by Sal wood (4"x 2½') (2) 35 mm phenol bonded (water resistant) commercial flash door for all the door with the best quality hinges and screws (Toilet of Sintex make P.V.C)
- H. STAIRS & VARANDAH GRILL: Full covered verandah grill made by 5mmX 18 mm M.S Flat 3"High trace and staircase as per plan.
- I. WINDOW: All windows and verandahs to be covered by aluminum channel (Sliding Palla) with Grill for exhaust fan opening in bath and kitchen glass paneled stair window.

- J. FLOORING WORKS: All bed room living/dining, toilet and verandah covered with marble 2 X 2 (range of the marble Rs.40/- to 45/-), if the purchaser choice their marble extra charge will be paid by the purchaser.
- K. DADO WORKS: Light colored glazed tiles (up to 6 - 6' height) for Toilets (3'-0' height over for Kitchen), single layer Kitchen counter slab covered by black stone (only side) extra work will be extra charges. Still Sink (16" X 22").
- L. ELECTRIC WORK: (1) P.V.C. pipe line laying in time of slab casting. (2) Groove cutting on brick wall and laying the P.V.C conceal pipe with Modular Box fixing. (3) I.S.I brand Wire and Anchor Switch be used. (4) MCB box fitting of each flat. (5) Provision for telephone and cable line also done for all flats. 6) A.C. Point for each flats/shop.
- M. PLUMBING & SANITATION: (1) All R.W.D pipes and waste pipes will be P.V.C pipes of supreme makes. (2) Hot water conceal line will be U.P.V.C and C.P.V.C. pipes and on roof level water ring line (P.V.C). (3) Commode/Basin will be (PARRYWARE) brand. (4) Hot & Cold water systems will be done at every toilets; (5) Necessary stopcock, bibcock, pillar cock fixing in each and every common toilets, (6) 16" X 22" without drain board one steel sink fixed in each kitchen. (7) P.V.C water support fixed at each verandah. (8) Underground Sewerage line will be S.W.G pipe. (9) Over head water tank P.V.C pattern (Multi-Layer).
- N. PAINTING WORK: (1) Inside wall and ceiling finish with 3 mm (Putty), (2) Weather Coat to be used on the front side of the outer wall of the Building; (3) Enamel Paint of best quality over a base coat of primer on steel surface.

IN WITNESS WHEREOF the Parties herein have affixed their respective signatures to this AGREEMENT FOR SALE at Kolkata, on this day of, 2020, in presence of the witnesses:

WITNESSES:

.....
SMT. KUMKUM ROY
SIGNATURE OF THE PURCHASER

.....
SRI SATYABRATA DAS
SOLE PROPRIETOR OF M/S. DISHA CONSTRUCTION
SIGNATURE OF DEVELOPER/CONFIRMING PARTY

DRAFTED AND PREPARED BY ME:

.....
ANINDITA BHATTACHARJEE, ADVOCATE,
AT CALCUTTA HIGH COURT,
ENROLMENT NO. F/280/2017;
Mob: 7278334978.