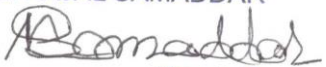


AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE made this the _____ Day of
_____ ' 2020 (Two thousand twenty) Era

BETWEEN

M/S. KAJAL SAMADDAR

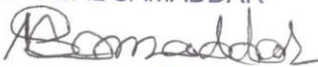

Proprietor

SRI ANADI NATH BANERJEE alias ANADI NATH BANDHOPADHYAY, PAN – AEIPB6168G, son of Late Bhupati Mohon Bandhopadhyay, by faith Hindu, by nationality Indian, by Occupation Retired person, presently residing at 46(28), Thakur Ramkrishna Main Road, P.O. Nonachandanpukur, P.S. Titagarh, District North 24 Parganas, Kolkata : 700122, represent by constitute Development Power of Attorney Holder namely :- **MR. KAJAL SAMADDAR**, son of Late Rakhai Samaddar, having PAN NO:- **BAXPS0417D**, by faith – Hindu, by occupation - Business, by nationality – Indian, residing at 51, Schoolpara Road, Jafarpur, West Chal Bazar, Barrackpore, P.O. Nona-Chandanpukur, P.S. Titagarh, Dist: North 24 Parganas, Kolkata – 700122, sole proprietor of :- **“M/S. KAJAL SAMADDAR”** , having its principal place of business at 3(2) Subhas Nagar 6th Lane, Barrackpore, P.O. Nona-Chandanpukur, P.S. Titagarh, Dist: North 24 Parganas, Kolkata – 700122,, in the State of West Bengal hereinafter collectively referred to as the **VENDOR** (which expression shall unless excluded or repugnant to the subject or context be deemed to mean and include his/her/their heirs, executors, administrators, legal representatives, successors and assigns) **OF THE FIRST PART.**

AND

“M/S. KAJAL SAMADDAR”, having its principal place of business at 3(2), Subhas Nagar Colony 6th Lane, Barrackpore, P.O. – Nona Chandanpukur , P.S. - Titagarh, Dist – North 24 Parganas , Kolkata –

M/S. KAJAL SAMADDAR


Proprietor

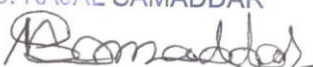
700122, being represented by its sole proprietor : **MR. KAJAL SAMADDAR**, son of Late Rakhal Samaddar, having **PAN BAXPS0417D**, by faith – Hindu , by occupation - Business , by Nationality – Indian, Residing at 51, Schoolpara Road, Jafarpur, West Chal Bazar, Barrackpore, P.O. – Nona Chandanpukur , P.S. - Titagarh, Dist – North 24 Parganas , Kolkata – 700122, hereinafter referred to as “**THE DEVELOPER**” of the **SECOND PART**.

AND

MR. _____, son of Late Madhusudan Koley, Pan No. _____, by Nationality- Indian, by Religion - Hindu, by occupation – Business, residing at _____, herein after called and referred to as “**THE PURCHASER**” of the **THIRD PART**.

1. **DEFINATION** : Unless in this presents contrary or repugnant to the subject or context:
2. **VENDORS**: shall include the Vendors above named and/or their heirs, legal representatives, executors, administrators, successors and assigns.
3. **PURCHASERS**: shall mean and include his/her/their heirs, legal representatives, executors, administrators, successors and assigns.
4. **DEVELOPER**: shall mean “**M/S. KAJAL SAMADDAR**”, a sole proprietorship firm having its principal place of business at 3(2) Subhas Nagar 6th Lane, P.O. Nona-Chandanpukur, P.S. Titagarh, Dist: North 24

M/S. KAJAL SAMADDAR


Proprietor

Parganas, Kolkata – 700122, in the State of West Bengal, and include its proprietors for the time being, and his respective heirs, legal representatives, executors, administrators, office heirs, successors and assigns.

5. **TITLE DEED:** - shall mean all the documents referred to herein above in clauses of the recital.

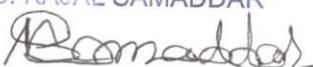
6. **PREMISES:** - Shall mean the Land comprised in the entirety of the **Holding No- 46(28), Thakur Ramkrishna Main Road , Barrackpore, A.D.S.R.O. Barrackpore, District - 24 Parganas, Kolkata – 700120, Ward No- 06** under **Barrackpore Municipality** more fully and particularly described in the **FIRST SCHEDULE** here under written.

7. **BUILDING:** - shall mean the Building consisting of a Ground and Upper Floors to be constructed on the said Land under name and Style **“BHUPATI BHAVAN”**.

8. **THE SAID UNIT:-** shall mean all that space in the building available for independent use and occupation after making due provisions for common facility and space required thereof (More fully and particularly described in the **SECOND SCHEDULE** here under written).

9. **THE WORDS ‘PROPORTIONATE’, ‘PROPORTIONATE SHARE’ AND/OR ‘PROPORTIONATELY’:-** shall mean the share which has been agreed fixed and/or settled as the ‘Purchaser, proportionate Share in the Land and Proportionate Share in the common portions and shall also be and due to be Purchaser’ share in all other common rights and liabilities and common expenses.

M/S. KAJAL SAMADDAR


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10. **COMMON PORTIONS:** - shall mean the portion of the said Land and Building and the Common installations, fixtures, fittings and appurtenance described in the FOURTH SCHEDULE here under written.

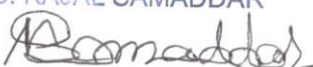
11. **COMMON FACILITIES** shall include corridors, hallways, stairways, landing, water reservoir, sub marshal pump, pump room(if any), passage ways, drive ways, meter room, if any other space and facilities whatsoever required for the establishment location enjoyment provision, maintenance and/or management of the Building and/or common facilities or any one of them as the case may be.

12. **COMMON EXPENSES:-** shall mean all the expenses common for all co-owners of different portion of the building for the more beneficial use occupation and enjoyment.

13. **COMMON PURPOSE** shall mean and include the purpose of upkeep management, administrations and protection of the common portion and the purpose of regulating actual rights and liabilities of the co-owners of different portion of the building for the more beneficial use occupation and enjoyment by the Purchasers and/or co-owners of their respective unit and their properties appurtenant there to and all other purpose or other matters in which the Purchasers and/or co-owners have common interest relating to the said Land and Building.

14. **COMPANY/SOCIETY/ASSOCIATION:-** shall mean any syndicate association limited company co-operative or other society or other association of persons formed by the Purchasers and/or co-owners of

M/S. KAJAL SAMADDAR


Proprietor

different portion of the Building for the purpose of maintenance upkeep and protection of the Building and the common portion in terms thereof.

15. **TRANSFER** with its grammatical variations shall included transfer by possession and by another means adopted for affecting what is understood as a transfer of space in a multistoried building to the Purchaser (s) thereof all though the same may not amount to a transfer in Law.

16. **TRANSFeree** shall mean a person, firm, limited company, Association or persons or body or individual to whom any space in the Building has been transferred.

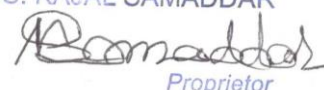
17. **ARCHITECT OR ENGINEERS** shall mean any person or persons recruited by the Developer and the owner for the purpose of construction of the said Building on the below mentioned First schedule Premises.

18. **CO-OWNERS** shall mean all the Purchaser/Owners who from time to time have Purchase or agreed to Purchase and taken position including **VENDOR** for those Units, Space, Rooms, Parking Area etc, not alienated or agreed to be alienated by the **VENDOR**.

19. **PARKING SPACE** shall mean space in the open compound at the Ground Label of the premises for parking of two wheelers or by cycle or any other vehicle which is permitted by the owner/Developer.

20. **PLAN** shall mean the building plan sanction by authorities concern being **Building Plan No. 147/PS-GF/PL/BG on dated 11.12.2019**, and shall include such modification or variation as may be made by the seller from time to time with prior sanction from the authorities concerned.

M/S. KAJAL SAMADDAR



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21. **HOUSE RULES AND USERS** shall mean the Rules and Regulations regarding the users of holding of the said Flat/Unit/Apartment hereinafter stated.

22. **SALEABLE SPACE** shall mean the space in the Building available for independent use and occupation after making due provisions for common facilities and the space required thereof.

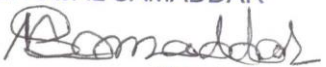
23. **COVERED AREA** of an unit means the entire area of an unit which includes all walls and half share of partition wall between two units with addition to equal share of lobby, lift and staircase of such floor.

24. **SUPER BUILT UP AREA** according to the context shall in relation to the said unit in the New Building mean and include.

- a. The cover area of such unit.
- b. Portion share of the area of the common areas and installation.
- c. Overhead water tank.
- d. Septic tank.
- e. Boring.
- f. Boundary Wall.
- g. Common stair.

WHEREAS one Bhupati Mohon Bandhopadhyay purchased a piece and parcel of land measuring about more or less **08 (eight) Cottha 08 (eight)**

M/S. KAJAL SAMADDAR


Proprietor

Chattaks compared and contained in **R.S. Dag No 1840**, under R.S. Khatian No 306, of Mouza Chandanpukur, J.L. No 2, Re.Su. No 15, Touzi No 182, within the local limits of Barrackpore Municipality, under Jurisdiction of A.D.S.R.O. Barrackpore, District – North 24 Parganas, from Kalicharan Ghosh Gachui dated 25/11/1955 which was duly registered at the office of the Additional district Registry office at Barackpore, North 24 parganas, vide book No 1, Volume No 95, Pages from 264 to 264 being no 8462, on dated 25/11/1955.

AND WHEREAS after purchasing the aforesaid property said Bhupati Mohan Bandhopadhyay became the absolute owner of the same and while he was in possession of the aforesaid property, sold and transfer an area of land measuring aboute 4 cottah 4 chittacks and thus he remain the absolute owner of the remaining plot of land measuring an area aboute 4 cottah 4 chittacks and thereafter he executed a WILL' in the year 1988 in favour of Sri Arun Uday Bandhopadhyay, Sri Anadi Nath Bandhopadhyay, Sri Ashim Kumar Bandhopadhyay and Sri Ananta Kumar bandhopadhyay.

AND WHEREAS said Bhupati Mohon Bandhopadhyay died on 15.03.1992 and after demise of said Bhupati Mohon Bandhopadhyay, above Sri Arun Uday Bandhopadhyay, Sri Anadi Nath Bandhopadhyay, Sri Ashim Kumar

M/S. KAJAL SAMADDAR

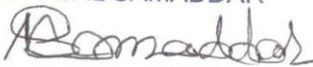

Proprietor

Bandhopadhyay and Sri Ananta Kumar Bandhopadhyay jointly filled a probate case vide case no 368 before the district judge at Barasat in the year of 1995 and necessary order has been passed by the learned Court under section 276 of the Indian Succession Act 1925.

AND WHEREAS after grant of the probate of will the above Sri Arun Uday Bandhopadhyay, Sri Anadi Nath Bandhopadhyay, Sri Ashim Kumar Bandhopadhyay and Sri Ananta Kumar Bandhopadhyay became absolute joint owners as written in the said Will.

AND WHEREAS said Sri Ananta Kumar Bandhopadhyay gifted from his property to the present Land Owner by dint of a registered Deed of gift dated 29/08/2003, which was registered at A.D.S.R. Barrackpore, entered in book no 1, being no 6420 and gifted another plot of land measuring an area 11 chittaks 1.23 sqft. which was registered at A.D.S.R. Barrackpore, entered in book no 1, being no 11106 for the year 2012 and also gifted the area of land measuring an area 10 chittaks 14 sqft. along with structure to the present Land Owner by dint of a registered Deed of gift dated 02/01/2018, which was registered at A.D.S.R. Barrackpore, entered in book no 1, being no 18.

M/S. KAJAL SAMADDAR

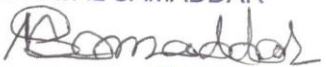

Proprietor

AND WHEREAS said Sri Arun Uday Bandhopadhyay alias Banerjee gifted the area of land measuring an area 14 chittaks 2 sqft. along with structure to the present Land Owner dated 01/03/2004, which was registered at A.D.S.R. Barrackpore, entered in being no. 1270 and also gifted the area of land measuring an area 5 chittaks 21 sqft. to the present Land Owner dated 11/01/2018, which was registered at D.R. Barasat, entered in being no. 232.

AND WHEREAS said Ashim Kumar Banerjee gifted the area of land measuring an area 8 chittaks 2 sqft. to the present Land Owner dated 01/11/2018, which was registered at A.D.S.R. Barrackpore, entered in book no. 1, volume no. 1505-2018, pages from 145175 to 145197, being no. 5000 and also gifted the area of land measuring an area 4 chittaks 20 sqft. to the present Land Owner dated 01/11/2018, which was registered at A.D.S.R. Barrackpore, entered in book no. 1, volume no. 1505-2018, pages from 145198 to 145220, being no. 4997.

AND WHEREAS after obtaining the aforesaid property by way of separate gift deed and by according to the Will the present Land Owner became absolute owner of the area of land 4 cottah 4 chittaks including common passage along with structure and mutated his name at Barrackpore municipality under Ward No 6, Holding No 46 (28) Thakur Ramkrishna

M/S. KAJAL SAMADDAR


Proprietor

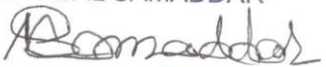
Main Road and paying taxes regularly in the authority concern and has been enjoying each and every part of this premises absolutely free from all encumbrances, interference and disturbance of any other person or persons whatsoever.

AND WHEREAS each and every part of the said premises is free from all encumbrances, charges, liens, impendence, attachments, trusts , acquisition and/or requisition, etc. whatsoever or howsoever nature and the LAND OWNER has/have good free and clear marketable title of the said premises with right to assign and transfer his title to the Third Parties.

AND WHEREAS the LAND OWNER is desirous of developing the said premises by demolition of the existing building and constructing a multi-storied building in accordance with the building plan to be sanctioned by local Barrackpore Municipality.

AND WHEREAS the LAND OWNER hereto have every right and authority to enter into this present Agreement with the Developer and have had no difficulty in fulfilling all its obligations so contained in this present Agreement.

M/S. KAJAL SAMADDAR

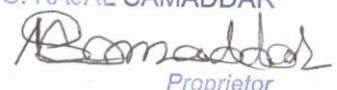

Proprietor

AND WHEREAS upon the aforesaid representation of the land owner and subject to verification of the title of the LAND OWNER concerning the said premises, the DEVELOPER has agreed to develop the said premises in accordance with the sanctioned building plan on the terms and conditions hereinafter appearing.

AND WHEREAS said SRI ANADI NATH BANERJEE alias ANADI NATH BANDHOPADHYAY is the owner of the land and property described in FIRST SCHEDULE and he entered into a Development Agreement for above mentioned land measuring about more or less 04 cottha 04 chataks 00 square feet as per deed, on Dated 08.08.2019, with the DEVELOPER herein which was duly Registered at the office of the Additional District Registrar Barrackpore, North 24 Parganas, being Book No. 1 Volume No. 1505-2019, Pages from 111241 to 111283, being Deed No. 150503896, for the Year 2019, and also executed a Development Power of attorney on Dated 08.08.2019, to the DEVELOPER herein which was duly Registered at the office of the Additional District Registrar Barrackpore, North 24 Parganas, being Book No. 1 Volume No. 1505-2019, Pages from 111215 to 111240, being Deed No. 150503899, for the Year 2019.

AND WHEREAS now the landowner enjoys & possess land measuring more or less **04 (four) Cottha 04 (four) Chhataks 00 (zero) square feet**, in R.S. Dag No. 1840, under R.S Khatian No 306 of Mouja Chandanpukur, J.L.No 2, Re.Su. No 15, Touzi No 182, P.S. Titagarh, A.D.S.R.O. Barrackpore, under municipal jurisdiction of Barrackpore Municipality,

M/S. KAJAL SAMADDAR



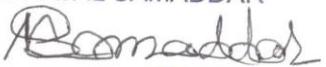
Proprietor

Ward No. 06, Holding No. 46 (28) Thakur Ramkrishna Main Road, District North 24 Parganas, Kolkata – 700122, in the state of West Bengal more fully and elaborately described in FIRST SCHEDULE hereunder written and they have been seizing, possessing and enjoying the same with full right, title and interest thereon.

AND WHEREAS Landowners by virtue of the aforesaid Development Agreement and Development Power Attorney granted exclusive right to the developer to undertake the construction of multi-storied building in accordance with the sanctioned **Site Plan Vide Sanctioned Memo No. 93/19-20/SSP dated 23.09.2019** and Sanctioned **Building Plan vide Sanctioned Memo No. 147/PS-GF/PL/BG on dated 11.12.2019** sanctioned by the Barrackpore Municipality and except the land owner's allocation mentioned in "second schedule" as per development agreement together with common facilities and amenities as described in Schedule, Developer have exclusive right to transfer or otherwise deal with or dispose of the same without any right, claim or interest therein whatsoever by negotiating with the prospective buyers and to enter into an agreement for sale in respect of developer allocation including the units in the building together with or independent of the land comprised in the said premises on such terms and conditions and consideration as the Developer may deem fit and proper with a condition that the Land Owners shall not raise any dispute or object to such acts of the developers.

AND WHEREAS Landowners by virtue of the aforesaid Development Power Attorney the said Land Owners declare that they shall have no objection to the matter of realization of advance amount, earnest money and

M/S. KAJAL SAMADDAR

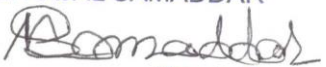

Proprietor

entire consideration money from the intending purchaser of the flat by the developer and said land owner and developer have jointly represented before the purchaser that the said premises is free from all encumbrances and lispendens and authorized the developer and promoter to conclude and execute agreement for sale and deed of conveyance on their behalf by presenting the deed for registration after development of property by raising multi storied building which the owners ratified and confirmed.

AND WHEREAS THE VENDORS and the DEVELOPER have jointly approached the Purchasers to sale and the Purchasers has agreed to purchase from the VENDORS, the Unit no ‘___’, on _____ **Floor** (more fully described in the **SECOND SCHEDULE** here under written) including amenities, fixtures and fitting to be provided in such building (short particulars where of are set out in the **SECOND SCHEDULE** here under written) in accordance with the specifications approved by the Purchasers (full particulars of such specifications approved by the Purchasers has been described in the **SECOND SCHEDULE** hereunder written) at or for the total consideration of **Rs. _____/- (Rupees _____) only** (approximately) for a total super build up area of more or less _____ **sqft.** subject to the final measurement to be arrived at the jointly by the parties hereto; and final assessment of the total cost of the building shall be made at the rate of **Rs _____/- (Rupees _____) only** per Sq.Ft. of the super built up area of the said building.

AND WHEREAS the Purchasers approved the construction of the building which is nearing completion on the said land and all amenities, fixtures and

M/S. KAJAL SAMADDAR


Proprietor

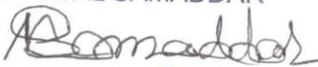
fitting and facilities to be provided and installed in such building as prepared by the DEVELOPER and agreed by the purchasers.

AND WHEREAS to record the terms and condition agreed by and between the parties hereto, the parties hereto have agreed to enter into an agreement (being these presents) in the manner hereinafter appearing.

NOW THIS AGREEMENT WITNESSETH as follow:-

1. Whereas the Purchasers have made searches and enquiries in respect of the relevant document as required for construction of multi storied building and satisfied themselves in all respects and that the said multi storied building since constructed is free from all encumbrances and all statutory provisions have been complied with and the vendors have complied with all statutory formalities.
2. That the VENDORS and the DEVELOPER have jointly agreed to sell and the Purchasers have agreed to purchase from the VENDORS the said proportionate land (fully described in the **FIRST SCHEDULE** hereunder written) and from the DEVELOPER the Unit no '_____', on _____ **Floor** constructed on the said land (fully described in the **SECOND SCHEDULE** hereunder written) including all amenities, fixture and fitting to be provided and installed in such building (short particulars whereof are set out in the **SECOND SCHEDULE** hereunder written) as per specifications approved by the Purchasers (described in the **SECOND SCHEDULE** hereunder written) at or for the total consideration of **Rs.** _____/- (**Rupees** _____) **only** and this amount will be finally decided after the joint measurement of total super built up area by the DEVELOPER

M/S. KAJAL SAMADDAR


Proprietor

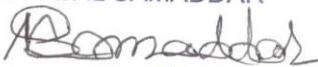
and the representative of the PURCHASERS, subject to increase or decrease @ Rs _____/- (Rupees _____) only per sq.ft.

3. Simultaneously with the execution of these presents the Purchasers have paid to the DEVELOPER a sum of **Rs. _____/- (Rupees _____ Only)** as and by way of earnest money and in part payment of the consideration money and which the DEVELOPER here by admit and acknowledge.

4. The Purchasers also agree to pay the balance amount of **Rs. _____/- (Rupees _____ Only)** in installments as mentioned in FIFTH SCHEDULE.

5. The above total consideration amount is excluding Service Taxes/ GST. Service Tax/GST shall be payable by the Purchasers to the Developer as applicable as per Prevailing Rates as and when formed. The Unit area sold are subject to increase or decrease after final measurement before possession/registration of unit (whichever is earlier). In such case the total consideration will depend on the Final area calculated after measurement and the Purchasers have to pay the additional area cost at the rate the unit sold i.e. Rs _____/- (Rupees _____) only per sq. ft. and sale deed must contain the area calculated finally in presence of both the developer and Purchasers. Same wise, if the area found to be lesser than declared here after calculation, then the Developer must refund the less area cost at same rate sold i.e. Rs _____/- (Rupees _____) only per sq. ft. deducting any pending dues or additional work cost (if any) from the Purchasers.

M/S. KAJAL SAMADDAR


Proprietor

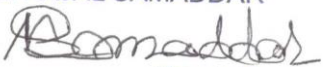
6. The Purchasers and the DEVELOPER shall hold a joint survey from time to time. The first of Such survey being within a fortnight from the execution of these presents and thereafter at last once in fifteen days, in order to ascertain the position of construction in terms of progress and/or completion thereof; and after ascertaining the same and mutually agreeing there to the Purchasers shall make payment to the DEVELOPER, subject to the terms stated in **paragraph no. 1** hereof: in the manner as stated in **SCHEDULE FIVE** hereunder written. Further, the amount paid as earnest money / advance shall be fully adjusted by the Purchasers out of the 1st installment of Purchase consideration payable to the DEVELOPER.

7. The DEVELOPER here by agreed and undertakes to rectify all the defects as may be found or detected during the period of construction, which is a part of developer's schedule work, notified by the purchasers, at the DEVELOPER's own cost.

8. That the Purchasers have satisfied themselves about prima facie title the said land belonging to the VENDORS and has examined sanctioned plan of local Barrackpore Municipality obtained by the DEVELOPER and the Purchasers reserve its right to further verify the title to the said land belonging to the VENDOR and also whether the said property is free from all encumbrances, charges, liens, trusts, lispensens and/or any execution or attachments proceeding and/or prohibitory orders and /or any acquisition or requisition proceeding or scheme of any authority.

9. The DEVELOPER here by agree and undertake that he/they shall complete construction of the building on or before the **31st December, 2021**

M/S. KAJAL SAMADDAR


Proprietor

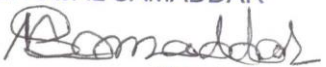
or **06 months grace period** or within such extended period as may be mutually agreed upon by and between the vendors/Developer and the purchaser, and shall also obtain the completion certificate from the local municipality subject to issued by the same from local municipality for the purpose of providing the Purchasers with the same.

10. That the DEVELOPER shall pay the all Municipality rates and taxes, electric bills in respect of the said property up to the date of handing over the possession and the Purchasers shall pay such Municipality rates and taxes, electric bills according to sub-meter issued and as well as the share of electric charges of common electric meter from the date of possession.

11. The Purchasers have agreed to pay to the developer the electric bill dues as per electric bill received in the name of Building / Developer / Landlord, regularly either monthly or quarterly calculating the amount as proportionate share common electric meter reading and full share individual unit meter reading at the rate per unit the building receives electric bill for the period till obtaining new connection in the name of individual purchaser. Here it is specifically mentioned if any reason Purchasers are unable to pay his/her/their electric bill within a stipulated period or due date mentioned by concerned electric supply office and for such reason if the concerned office stops/disconnects the power supply of the building then the respective Purchasers are liable to pay further connection charges along with all fine penalties etc at their own cost and expenses.

12. All disputes and differences between the parties here to regarding the construction or interpretation of any of the terms and condition herein

M/S. KAJAL SAMADDAR


Proprietor

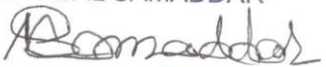
contained or touching this presents or determination of any liability shall referred to arbitrator in accordance with the provision of Arbitration and Conciliation Act, 1996 or any other amendment or modification or enactment thereto for the time being in force. The Vendors and the Purchasers shall not comments legal proceeding or to have any receiver appointed in the said premises or the said building unless the same is First refer to Arbitration and Arbitrator has given his award. The Arbitrator shall have summary powers. The Arbitrator shall have the right to give interim award and directions.

13. The Courts at North 24 Parganas and Kolkata shall have Jurisdiction to entertain and try all action shoots and proceeding arising out of this agreement.

14. If owing to no - default on the part of the DEVELOPER, the Vendors/Developer have the absolute right to terminate or cancel this agreement if the Purchasers fail or neglect to make payments of the amount due and payable in terms of the agreement as per schedule mentioned above Or The Purchasers commit any breach of any terms or conditions herein contains. Upon such termination the vendors/Developer shall deduct 10% of total received money till date as penalty/fine charges and the rest received amount will be refunded in purchasers' Bank account within 30 days from the date of cancellation.

15. If Purchasers fail to pay any 3 installments, then the Developer must send him a notice regarding his/her/their failure of installments within due dates and the Developer has absolute right to cancel/ terminate the agreement if the Purchasers do not pay those due installments within 15 days from the

M/S. KAJAL SAMADDAR



Proprietor

date of serving notice. Upon such termination the vendors/Developer shall deduct 10% of total received money till date as penalty/fine charges and the rest received amount will be refunded in purchasers' Bank account within 30 days from the date of cancellation.

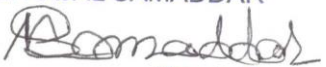
16. If the Purchasers for some reason of their own due to wealth or other, wants or applies to cancel the agreement, then developer may allow the Purchasers for the purpose. In such case the Purchasers must submit a cancellation request letter towards in the name of the developer and the developer upon receiving the letter cancels the agreement and refunds 90% of money received till date within a period of 30 days and rest 10% is deducted as penalty/fine charges, work & file carrying cost.

17. Upon completion of construction work of the building and as well the work of purchasers' unit, developer must acknowledge the Purchasers with a written letter or verbally to arrange for a registration date of the unit. Purchasers must register the unit in the respective Registry office immediately or within 30 days from the date of handing over/receiving the completion letter/registration request letter from the developer.

18. The VENDORS and DEVELOPER deliver to the Purchasers vacant and peaceful possession of the said property on completion of the work as per specifications and possession certificate and Xerox documents of title relating to the said property shall be handed over to the Purchasers as in possession of the vendors.

19. The Stamp duty, registration charges and incidental expenses for and/or in relation to execution and registration of this Agreement or Deed of

M/S. KAJAL SAMADDAR



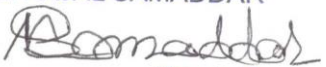
Proprietor

conveyance in respect of the said Unit for obtaining approval and consents necessary for such transfer and any other assurances deeds required to be made for or in relation there to shall be born and paid by the Purchasers.

20. The Purchasers have also agreed to pay maximum **1% of total Market Value** assess by the Registration Authority for the purpose of Registration Agreement or Deed of Conveyance in respect of the said Unit in favour of the Advocates of the Developer for legal expenses, Drafting fees and other miscellaneous expenses beside Stamp duty, registration charges and incidental expenses excluding stamp duty, registration charges, other govt fees required in registration process.

21. The developer allows the Purchasers shall take legal opinion, if necessary and any legal discussion in respect of the proposed transaction of the flat agreed to be purchased with Developer appointed Learned Advocate Mr. Siva Prasad Ghose (9830030278), Chamber located at Madhu Malancha Complex Building, Barrackpore, near 14 no. Rail Gate and registration of the flat through developer appointed Advocate and registration of the deed of conveyance must be through the said advocate Mr. Siva Prasad Ghose or any other developer appointed advocate, and the Purchasers cannot have any right to appoint any other advocate except developer's choice for the purpose of registration and it is further recorded that cost of registration to be assessed on the basis of market value to be assessed by the registering authority on the basis of agreement area of the flat to be sold but not in respect of the transaction mentioned in the agreement for sale and entire cost to be borne by the Purchasers to be settled by the developer appointed Advocate according to the market value.

M/S. KAJAL SAMADDAR


Proprietor

22. Charges for any extra work which is carried out on request of the purchaser, must be paid off to the developer before getting handover of possession or registration of unit (whichever is earlier).

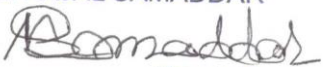
23. All betterment fees, taxes and other levies charges impose by the government or any other authority relating to the said Premises and/or the said Unit/Apartment shall be paid and borne by the Purchasers proportionate to his/her/their interest there in and those relating only to the said Unit shall be borne solely and conclusively by the Purchasers.

24. That the developer shall have every right to construct additional floor/s over the existing (B+G+3) storied in future after getting sanction for the same from the Barrackpore Municipality and in that case, the Purchasers shall have no right to raise any objection or to interfere into the said further construction of additional floor over the existing structure.

25. That during the agreement period if the buyer intend to change name / or transfer the properties to the third parties then the buyer is liable to pay additional **Rupees 20,000/- only** along with service tax/GST and other legal expenses to the Developer for changing name in favour for his/her/their nominated person.

26. The Purchasers agreed and covenant not to claim any right of possession over and in respect of the said Unit till such time the Purchasers have made and/or deposited the entire amount here in agreed to be paid or deposited by the Purchasers. It is hereby agreed and declare that the Purchasers have agreed and committed himself/herself/themselves to make payment of the amount payable in terms of the presents and its shall not be

M/S. KAJAL SAMADDAR


Proprietor

obligatory or necessary on the Part of the Vendor to serve any notice or demand on the Purchasers.

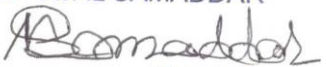
27. On a particular date, after completion of construction and registration of all saleable units, the developer will arrange a meeting for the purpose of forming a society, which includes every members of the apartment. All purchasers are bound to be present at the meeting and bound to abide by the terms, rules, conditions which is settled and decided in such meeting.

28. The Purchasers do hereby covenant with the Vendors and Developer that the Purchasers shall and will and all times hereafter allow the developer to erect further floor on the said building if and when the local municipality allow such erection and developer shall have right to dispose of the flats on the further floor if and when erected and that all other Purchasers of the proportionate share in the said land or the flats to be constructed thereon shall be entitled and competent to enjoy and excise all the rights subject to the obligations as are entitled to be enjoyed by the Purchasers and that this stipulation shall be always constructed as the covenant running with the land in respect of all subsequent transferees.

29. The Purchasers must not in any way or manner use the Residential Unit as commercial or business purposes.

30. That the Purchasers shall wait for individual electric connection until the W.B.S.E.D.C.L. or any other concerning authority arranges it for the building. The Purchasers will not put any pressure or force to the Vendors or Developer related to individual electric meter for their individual unit till W.B.S.E.D.C.L or any other authority provide the said connection.

M/S. KAJAL SAMADDAR


Proprietor

31. That 2 KV load electric power will be provided to the two bed room flats owner subject to extra payment of Rs 20,000/- only and 3 KV load electric power will be provided to the three bed room flats owner subject to extra payment of Rs 25,000/- only for their electricity. Here it is also mentioned if any unit holder demanding more power for his respective unit then they are liable to pay extra cost as per demand of developer.

32. After taking Possession of the unit and till the date of forming society, the Purchasers must pay @ Rs.1/- per sq.ft. per month for Purchasers unit as maintenance charges to the developer.

33. The purchasers are not allowed to use the Service of lift till developer receives fit certificate from the lift concerning/operating authority.

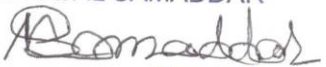
34. Both the developer/vendor and Purchasers agrees/confirms that they must abide by all the terms, conditions, statements mentioned above.

THE FIRST SCHEDULE ABOVE REFERRED TO

(Description of the land)

ALL THAT piece and parcel of revenue paying Rayatdakhali '**Bastu**' land measuring about more or less **04 (four) Cottha 04 (four) Chhataks 00 (zero) square feet**, in R.S. Dag No. 1840, under R.S. Khatian No 306 of Mouja Chandanpukur, J.L.No 2, Re.Su. No 15, Touzi No 182, P.S. Titagarh, A.D.S.R.O. Barrackpore, under municipal jurisdiction of Barrackpore Municipality, Ward No. 06, Holding No. 46 (28) Thakur Ramkrishna Main

M/S. KAJAL SAMADDAR


Proprietor

Road, District North 24 Parganas, Kolkata – 700122, in the state of West Bengal, is part of the agreement which is butted and bounded as follows :-

- On The North : - House of Mr. Chatterjee.
 On The South : - House of Late Hari Ranjan Chatterjee.
 On The East : - House of Sri Narayan Banerjee & others.
 On the West : - 12ft wide Thakur Ramkrishna Road.

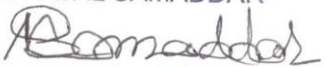
THE SECOND SCHEDULE ABOVE REFFERED TO

(Details of the unit sold)

ALL THAT the **Residential Unit No. ‘__’**, on **__ Floor (____ Side)**, measuring about more or less **_____ sqft. super built up area** (i.e. cover area x 30%) consisting of **__ bedrooms, __ drawing cum dining room, __ kitchen, __ toilets and __ balcony** in the New Proposed Building commonly known as **“Bhupati Bhavan”** with common Lift Facility at the said premises mentioned in **FIRST SCHEDULE** herein above written and shown in the Plan annexed here to duly Bordered in **Red Coloured** there on together with proportionate undivided, un-demarcated, indivisible, impartible in the common area and installation mentioned and described in the **THIRD SCHEDULE** here under written attributable to the said unit and together with proportionate demarcated, in divisible, impartible share in the Land comprised in the said premises attributable to the said Unit.

SPECIFICATION APPROVED BY THE PURCHASER

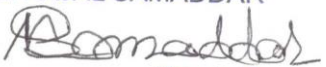
M/S. KAJAL SAMADDAR


Proprietor

(Short particulars of the amenities and fixtures and fitting to be installed and/or situated in the said property to be set out here)

a)	Foundation:	RCC Frame structure.
b)	Super structure	RCC + Brick Work.
c)	Elevation	As per engineers opinion/preference.
d)	External Finish	Cement Plaster and Asian paint ACE.
e)	Windows	Aluminium sliding windows with iron grill and also covered by 3mm. colour glass.
f)	Doors	<ol style="list-style-type: none"> 1. All door frame made by Sal wooden frame and main door made by pine wooden palla, and others doors made by modern flash doors, 2. Toilet doors made by PVC frame & PVC palla. 3. Main door decorated steel handles, eye hole, and others door (s) decorated by steel handle and hasbolt.
g)	Flooring & Skirting	Marble floor of all bed rooms, dining, balcony, living place. And marble floor at bathrooms & toilets of each unit. And glazed tiles up to a height of 6 feet on all walls of large bathroom and toilet, and glazed tile up to 6 ft height on all walls of small bathroom and glazed tiles up to a height of 4 ft from kitchen top. Staircase and landing of marble flooring.
h)	Walls and Ceiling	Wall putty surfacing.
i)	Black Stone Cooking	8 feet length Black Stone Slab covered by Green Marble

M/S. KAJAL SAMADDAR


Proprietor

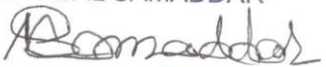
	Platform	on cooking platform.
j)	Sink	Stainless Steel Sink.
k)	Electrical Points	30 nos light point and 2 nos 15 amp point for each unit.
l)	Electric meter	The Purchasers has liable to pay extra cost for electric meter.
m)	Water point	Total 13 water points as 6 (six) water point in master bath room, and 3 (three) water point in small bathroom, and 2(two) water point in kitchen room, one Basin point, and one washing machine point along with Deep tube (submersible pump) and municipal water supply. Internal GI Pipes, and outside with PVC and UPVC pipes.

THE THIRD SCHEDULE ABOVE REFERRED TO

(Description of Common portions)

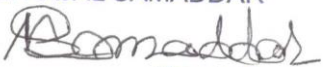
1. The entirety of the Land described in the First Schedule herein above written.
2. Staircase of all floors.
3. Common lift for escalation of all floors.
4. Landing of staircases on all floors.
5. Common paths passages and areas excepting expressly such area on Land and Building as are not needed or held or intended for use by a particular person but including beams, foundations and supports.
6. Drive way, Path-Way and lobby.

M/S. KAJAL SAMADDAR


Proprietor

7. Boundary Wall and Main Gates.
8. Drainage and Sewage.
9. All Electrical installation Electric Warring, meters, transformer if any, generator if any and fitting (excluding only those as are installed within the excluding area of any Unit and/or exclusively intended for its use).
10. Submersible pump for boring water.
11. Pump Room, Water Tank, on the Ground Floor and/or on the terrace, Water Pipes, Motor Pump and other common Plumbing installation (save only those as are within the exclusive area of any Unit and/or exclusively intended for its use.
12. All other common Parts, Areas, Equipments, Installations, Fittings, Fixtures, Space in or about the Building or the Land as are necessary for passage to or use and occupancy of the Units in common with other owners or occupiers of the Land and Building or portions there to whether at present or in future to be constructed in the Land or the Building but expressly excluding the terrace.
13. Common Garage for parking one cycle and one motor bike for each unit.
14. The foundation, beams support corridors, lobbies etc.
15. Windows, Doors and Grills and other fitting of the common area of the premises.
16. Common lift for common usages.
17. Security room (if any).
18. Common toilet (if any).
19. One water point for common use.

M/S. KAJAL SAMADDAR


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THE FOURTH SCHEDULE ABOVE REFERRED TO

(Specification to the building to be set out here)

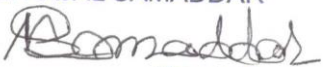
1. Four - storied building.
2. No. Of Units: 8 +
- A: Ground Floor: Shops / Garages/ commercial Spaces
- B: First Floor: 2 Numbers of Flat
- C: Second Floor: 3 Numbers of Flat
- D: Third Floor: 3 Numbers of Flat

FIFTH SCHEDULE ABOVE REFERRED TO

(Payment schedule as per the Purchasers must pay in following installments)

SL	Time of Payment	Amount
1.	On / before the time of signing agreement	20% of total amount
2.	On / before Gr. floor roof casting of the Building	15% of total amount
3.	On / before 3 rd . floor roof casting of the Building	15% of total amount
4.	On / before Brick Works of Purchaser's unit	15% of total amount
5.	On/before Inside Plaster of Purchaser's Unit	15% of total amount
6.	On / before outside Plaster of Purchaser's Unit	10% of total amount
7.	On / before execution of deed of conveyance/hand over possession of purchaser's unit (whichever is earlier)	10% of total amount

M/S. KAJAL SAMADDAR



Proprietor

“ This Agreement is in consonance with WBHIRA Act and WBHIRA Rules and the provisions have been duly taken care off ”

IN WITNESS whereof the parties hereto have executed these presents on the day, month and year first above written.

Signed and Delivered by the above named Vendor, Developer and purchaser At **Barrackpore** In the presence of:-

WITNESS

1.

**SIGNATURE OF CONSTITUTED
ATTORNEY HOLDER**

2.

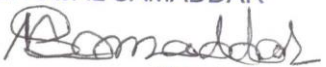
SIGNATURE OF DEVELOPER

Drafted and prepared by :-

SIGNATURE OF PURCHASERS

Computer typed by:-

M/S. KAJAL SAMADDAR


Proprietor

MEMO OF CONSIDERATION

Received from above named Purchaser/s a sum of **Rs. _____/- (Rupees _____) Only** in following manners:-

DATE	CHEQUE NO.	BANK & BRANCH ADDRESS	AMOUNT
TOTAL (Rupees _____) Only			Rs. _____/-

Witness:

1.

SIGNATURE OF DEVELOPER

2.

M/S. KAJAL SAMADDAR

Kajal Samaddar
Proprietor