

भारतीय गैर न्यायिक

दस
रुपये

रु.10



TEN
RUPEES

Rs.10

INDIA NON JUDICIAL

पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

96AA 396104

*Shondalok
Associates,
WIRA.*

AGREEMENT FOR SALE

THIS AGREEMENT made this...24th.....day of...JUNE.....Two Thousand Sixteen.

BETWEEN

*Sounita Sengupta
Sibip Kumar Sen*

24/6/16

M/S. ANANDOLOKE ASSOCIATES, a partnership firm having its office at 153/1, B. T. Road, 2nd Floor, Kolkata - 700108, also its corporate office at "RANGOLI" 3rd floor, 153, B.T. Road, Kolkata-700108 represented by its partners namely - (1) **SHRI RATAN BISWAS**, son of Late Monomohan Biswas, by faith - Hindu, by occupation - Business, residing at P-35, Tagore Park, Dr. R. N. Tagore Road, Kolkata - 700056, Police Station - Belghoria, District - North 24 Parganas, (2) **SHRI BISWANATH DEB**, son of Late Jagadish Chandra Deb, by faith - Hindu, by occupation - Business, residing at 53, Raj Kumar Mukherjee Road, P.O. - Alambazar, Kolkata - 700035, Police Station - Baranagar, District - North 24 Parganas, (3) **SHRI AMIT DASGUPTA**, son of Late Bimal Dasgupta, by faith - Hindu, by occupation - Business, residing at 5, Deshopran Sasmal Avenue, Block - A, Krishnakali Apartment, 4th Floor, Flat No.D4, Kolkata - 700108, Police Station - Baranagar, (4) **SHRI AJIT KUMAR ROY**, son of Late Sachindralal Roy, by faith - Hindu, by occupation - Business, residing at 42A/5, Feeder Road, Kolkata - 700056, Police Station - Belghoria, District - North 24 Parganas, (5) **SHRI ARUN GHOSH**, son of Late Paresh Ch. Ghosh, by faith - Hindu, by occupation - Business, residing at 27/9, Motilal Mallick Road, Kolkata - 700035, Police Station - Baranagar, District - North 24 Parganas, hereinafter called and referred to as the **VENDORS** (which term or expression shall unless excluded by or repugnant to the context be deemed to mean and include their heirs, executors, administrators, legal representatives and assigns) party of the **FIRST PART**.

The vendors/owners Nos.1,4,5 herein represented by their Constituted attorney (1) **SRI AMIT DASGUPTA**, Son of Late Bimal Dasgupta (2) **BISWANATH DEB** Son of Late Jagadish Chandra Deb, by virtue of Registered Power of Attorney, registered in the office of A.D.S.R. Cossipore Dum Dum, recorded in Book No.IV, Being No.00353 for the year 2015. The Vendor/Owners no.1,4,5 herein is being represented by their Constituted attorney (1) **SRI AMIT DASGUPTA** son of Late Bimal Dasgupta, (2) **SRI BISWANATH DEB**, Son of Late Jagadish Chandra Deb, by virtue of registered Power of Attorney.

AND

MRS.SOUMITA SENGUPTA (Pan No.BYLPS9140P) wife of Sri Dibyendu Sengupta, by faith-Hindu, by occupation-Service, & **MR.DILIP KUMAR SEN** (Pan No.APPPS8089F) son of Late Sailesh Chandra Sen, by faith-Hindu, by occupation-Retired, both are residing at 1, Jay Narayan Banerjee Lane, P.S. Baranagar, P.O. Baranagar, Dist-North 24-Parganas, Pin-700036 hereinafter called and referred to as the **VENDEE/ PURCHASER** (which term or expression shall unless excluded by or repugnant to the context be deemed to mean and include his/she/their heirs, executors, administrators, legal representatives and assigns) party of the **SECOND PART**.

*Soumita Sengupta
Dilip Kumar Sen*

WHEREAS one Nagendra Nath Ghosh now deceased was absolute owner and seized and possessed of or otherwise well and sufficiently entitled to all that the property containing an area of bastu land with structure measuring 1 Bigha, 12 Cottahs, 12 Chittacks, 3 Sq.ft. and common passage measuring 1 Cottah, 9 Chittacks, 11 Sq.ft. more or less and as per municipal record 1 Bigha, 14 Cottahs, 6 Chittacks, situated at 85, Neogipara Road, Kolkata - 700036, P.O. & P.S. - Baranagar, District - North 24 Parganas.

AND WHEREAS said Nagendra Nath Ghosh died intestate in the year 1932 leaving him behind the following legal heirs and successors. Wife - Bihabati Ghose, ten sons - Santosh Ghose, Monotosh Ghose, Naba Kumar Ghose, Sukumar Ghose, Susil Ghose, Sudhir Ghose, Sunil Ghose, Subal Ghose, Sudhangsu Gose, Ajit Kumar Ghose and two daughters - Jaya Rani Debmallick, Parul Mitra.

AND WHEREAS said Bhibhabati Ghose w/o Late Nagendra Nath Ghose died in the year 1984, Sudhir Kumar Ghose died as a bachelor in the year 1933, Naba Kumar Ghose died as a bachelor in the year 1968, Monotosh Kumar Ghose died as a bachelor in the year 1973, Sukumar Ghose died as a bachelor in the year 1992, Sudhangsu Kumar Ghose died as a bachelor in the year 2001, Subol Kumar Ghose died as a bachelor in the year 2001, Santosh Kumar Ghose died in the year 1986, Susil Kumar Ghose died in the year 1988, Sunil Kumar Ghose died in the year 1989, Jaya Rani Debmallick died in the year 2006 and Parul Mitra died in the year 2003.

AND WHEREAS said **Santosh Kumar Ghose** since deceased and his wife died earlier of him, leaving behind his four sons - **Dilip Kumar Ghose, Ashok Kumar Ghose, Alope Kumar Ghose, Amar Kumar Ghose** and two daughters - **Archana Mitra, Reba Dey** and they have become joint owners of the proportionate shares left by the deceased Santosh Kumar Ghose jointly with the other co-sharers in the undivided properties mentioned herein before by way of inheritance.

AND WHEREAS said **Susil Kumar Ghose** since deceased and his wife died earlier of him, leaving behind his two sons - **Swapan Kumar Ghose, Shyamal Kumar Ghose** and one unmarried daughter - **Supriya Ghose** and they have become joint owners of the proportionate shares left by the deceased Sunil Kumar Ghose jointly with the other co-sharers in the undivided properties mentioned herein before by way of inheritance.

AND WHEREAS said **Jaya Rani Debmallick** since deceased and her husband died earlier of her, leaving behind her two sons - **Tapan Kumar Debmallick, Tarun Kumar Debmallick** and four daughters - **Rachna Jotwani, Ratna Dasgupta, Bani Sen, Beauty Debmallick** and they have become joint owners of the proportionate shares left by the deceased Jaya Rani Debmallick jointly with

*Susil Kumar Ghose -
Dilip Kumar Sen*

other co-shares in the undivided properties mentioned herein before by way of inheritance.

AND WHEREAS said **Parul Mitra** since deceased and her husband died in the year 2006, leaving behind their only son Biswajit Mitra and he has become owner of the proportionate shares left by the deceased Parul Mitra and her deceased husband jointly with other co-sharers in the undivided properties mentioned herein before by way of inheritance.

AND WHEREAS said **Sunil Kumar Ghose** since deceased and his wife died in the year 2011, leaving behind their only daughter **Namita Ghose Majumdar** and she has become owner of the proportionate shares left by deceased Sunil Kumar Ghose and her deceased wife jointly with other co-sharers in the undivided properties mentioned herein before by way of inheritance.

AND WHEREAS by way of inheritance said **AJIT KUMAR GHOSE, DILIP KUMAR GHOSE, ASHOK KUMAR GHOSE, ALOKE KUMAR GHOSE, AMAR KUMAR GHOSE, REBA DE, ARCHANA MITRA, SWAPAN KUMAR GHOSE, SHYAMAL KUMAR GHOSE, KUMARI SUPRIYA GHOSE, TAPAN KUMAR DEBMALICK, TARUN KUMAR DEBMALICK, RACHNA JOTWANI, RATNA DASGUPTA, BANI SEN, BEAUTY DEBMALICK, BISWAJIT MITRA, NAMITA GHOSE MAJUMDAR**, have become joint owners of the above mentioned property more fully and particularly described in the schedule hereunder written.

AND WHEREAS said **AJIT KUMAR GHOSE, DILIP KUMAR GHOSE, ASHOK KUMAR GHOSE, ALOKE KUMAR GHOSE, AMAR KUMAR GHOSE, REBA DEY, ARCHANA MITRA, SWAPAN KUMAR GHOSE, SHYAMAL KUMAR GHOSE, KUMARI SUPRIYA GHOSE, TAPAN KUMAR DEBMALICK, TARUN KUMAR DEBMALICK, RACHNA JOTWANI, RATNA DASGUPTA, BANI SEN, BEAUTY DEBMALICK, BISWAJIT MITRA, NAMITA GHOSE MAJUMDAR**, having mutated their names in the local Baranagar Municipality and paying rates and taxes regularly had been enjoying the said schedule property as absolute owners thereof.

AND WHEREAS Title Suit vide No.256 of 1999 was filed by Ajit Kumar Ghose and others against Dilip Kumar Ghose and others in the Court of 1st Assistant District Judge at Barasat now (In the Ld. 1st Court of Civil Judge (Sr.Divn.) at Barasat) for declaration and partition in the year 1999 and on compromise petition the said Title Suit was dismissed by this Ld. Court vide order No.41 dated 09.10.2012.

AND WHEREAS said Dilip Kumar Ghose, Alope Kumar Ghose, Amar Kumar Ghose, Reba Dey, Archana Mitra executed a General Power of Attorney on 07.05.2012 wherein they thereby appointed Sri Ashok Kumar Ghose s/o Late

Sourish Sengupta
Dilip Kumar Sen

Santosh Kumar Ghose as their true and lawful attorney in respect of their undivided share of property, and the said document was duly registered in the A.D.S.R.O. at Cossipore-Dum Dum and entered in Book No.IV, CD Volume No.2, Page 1289 to 1301, Being No.100653 for the year 2012.

AND WHEREAS said Kumari Supriya Ghose D/o Late Sunil Kumar Ghose executed a General Power of Attorney on 28.09.2012 wherein she thereby appointed her brother Sri Swapan Kumar Ghose as her true and lawful attorney in respect of her undivided share of property and the said document was duly registered in the A.D.S.R.O. at Behala and entered in Book No. IV, CD Volume No.3, Page 820 to 831, Being No.00941 for the year 2012.

AND WHEREAS said Tarun Kumar Debmallick, Smt. Rachana Jotwani, Ratna Dasgupta, Bani Sen and Beauty Debmallick executed a General Power of Attorney on 19.04.2012 wherein they thereby appointed Sri Tapan Kumar Debmallick s/o Late Prafulla Kumar Debmallick as their true and lawful attorney in respect of their undivided share of property and the said document was duly registered in the A.R.A.-III Kolkata and entered in Book No.IV, CD Volume No.4, Page 2909 to 2922, Being No.02334 for the year 2012.

AND WHEREAS said **AJIT KUMAR GHOSE, DILIP KUMAR GHOSE, ASHOK KUMAR GHOSE, ALOKE KUMAR GHOSE, AMAR KUMAR GHOSE, REBA DY, ARCHANA MITRA, SWAPAN KUMAR GHOSE, SHYAMAL KUMAR GHOSE, KUMARI SUPRIYA GHOSE, TAPAN KUMAR DEBMALICK, TARUN KUMAR DEBMALICK, RACHNA JOTWANI, RATNA DASGUPTA, BANI SEN, BEAUTY DEBMALICK, BISWAJIT MITRA, NAMITA GHOSE MAJUMDAR** Vendors party of the first part therein sold and transferred their undivided property measuring 1 Bigha 5 Cottahs 15 Chittacks 24 Sq.ft. more or less with structure measuring 2000 Sq.ft. comprised in Dag No.1988, Pond measuring 5 Cottahs 9 Chittacks 11 Sq.ft. comprised in Dag No.1989, **totaling 1 Bigha 11 Cottahs 8 Chittacks 35 Sq.ft.** more or less with the right of use of common passage measuring 1 Cottah 10 Chittacks 8 Sq.ft. comprised in Dag No.1882 under Khatian No.8918, 8919, 8920, 8921, 8928, 8937, 8938, 8949 (R.S. No.1176), J. L. No.5, Touzi No.1068/2833, Mouza - Baranagar, being Holding No.240, under Ward No.11, within the municipal limit of Baranagar Municipality, situated and lying at 85, Neogipara Road, Post Office & Police Station - Baranagar, Kolkata - 700036, District - North 24 Parganas to **M/S ANANDOLOKE ASSOCIATES ON 21.11.2012** the said document was duly registered in the office Additional District Sub-Registrar Cossipore, Dum Dum North 24 Parganas, entered in Book No.1, Volume No.30, page from 1779 to 1811, being no.12460 for the year 2012.

AND WHEREAS said **M/S ANANDOLOKE ASSOCIATES** represented their partners (1) **SHRI RATAN BISWAS**, (2) **SHRI BISWANATH DEB**, (3) **SHRI AMIT DASGUPTA**, (4) **SHRI AJIT KUMAR ROY**, (5) **SHRI ARUN GHOSH**,

*Sourate Supt
Dilip Kumar Roy*

purchased another plot of land measuring .1069 satak (equivalent to Bengali measurement 6 Cottahs 7 Chittacks 19 Sq.ft.) with tiles shed structure 500 Sq.ft. comprised in Dag No.1980 under R. S. Khatian No.10379, J. L. No. 05, R. S. No.06, Touzi No.1068/2833, Division -I, Sub-division - 04, Holding No.782(old), 963(new), Ward No.28, Mouza - Baranagar, situated and lying at 10, Kedar Banerjee Lane, Kolkata - 700036, P. S. - Baranagar, District - North 24 Parganas from Sri Ajit Kumar Ghose son of Late Nagendra Nath Ghose by deed of conveyance on 28.05.2013 and the said document was duly registered in the office of Additional District Sub-Registrar Cossipore-Dum Dum North 24 Parganas, entered in Book No.1, Volume No.15, Page 136 to 157, Being No.06042 for the year 2013.

AND WHEREAS said **M/S ANANDOLOKE ASSOCIATES** having purchased the above mentioned property and taking possession of the said property and mutating their names in the local municipality, have been enjoying the same as absolute joint owners thereof.

AND WHEREAS said **M/S ANANDOLOKE ASSOCIATES** having amalgamated the above two holding and two premises in the office of in the local Baranagar Municipality and paying rates and taxes to the said Municipality have been enjoying the same as absolute joint owners thereof.

AND WHEREAS said **M/S ANANDOLOKE ASSOCIATES** decided to make construction of multistoried building on the property described in schedule 'A' demolishing the existing building have started construction work of multistoried building according to plan no. P.W.BS 147/28 dt.23.7.14 duly sanctioned by the Baranagar Municipality.

AND WHEREAS the purchaser herein having intended to purchase a flat being scheme **Flat No.2A** on the **2nd . Floor, Block -A, Facing- North-West** is measuring about **956 Sq.ft.**(approximately) with super built up area be the same little more or less including proportionate share of land therein and roof for daily common use approached to the Vendor / Landowners the parties of the First Part, to the party of the second part, agreed to sell the flat measuring an area of **956 Sq.ft.** (Approximately) with super built up area be the same little more or less on **Floor-2nd , Block - A , Flat No.2A** holding No.782(old), 963(new), Ward No.28 at Premises no. 10/ A Kedar Nath Banerjee Lane and 85 Neogipara Road, categorically mentioned in the schedule "B" written hereunder at a total consideration of **Rs.27,24,600/-**(Rupees Twenty Seven Lac Twenty Four thousand Six hundred) only on the terms and conditions mentioned hereunder as follows :-

1. That, the Vendors, the Parties of the First Part the parties shall sell and the Purchaser shall purchase self contained flat measuring about **956 Sq.ft.**(approximately) with super built up area be the same little more or less, on the **Floor-2nd. Facing-North-West** side of the building and denoted

Savitri Sengupta
Dilip Kumar Sen

as Scheme **Flat No. 2A** , **Block -A** , of the Premises No. 10A, Kedarnath Banerjee Lane and 85 Neogipara Road, Kolkata - 700036, P. S. - Baranagar, District - North 24 Parganas, amalgamated Holding No. 240, Ward No. 11, of Baranagar Municipality which is specially described in the schedule 'A' written hereunder or referred to as the "Apartment" with proportionate unpartitioned share of the land including roof for daily common use as described in the schedule - "B" comprised of Schedule "A" written hereunder TOGETHER WITH right of proportionate share of common drainage, water line, path, easement, rights appurtenance thereto at a total consideration of **Rs-27,24,600/-** (Rupees Twenty Seven Lac Twenty Four thousand Six hundred) only.

2. That the Purchaser / Vendee, have already paid a sum of Rs. 1,00,000/- (Rupees Three Lac) only in favour of the Developer who for self and as constituted attorney and agent of vendors, the parties of the First Party on behalf of the said Vendors has received the same and hereby acknowledge the receipt .On the Execution of these presents and the Balance amount will be paid on or before Registration of Conveyance for sale on Hand-over of physical possession of the flat, with proportionate undivided share of the land described in the Schedule "B" comprised of Schedule "A" written hereunder and common facilities like Drainage, Corridor, Water Reservoir, Water line, roof for Daily Common use lift paths etc. to be sold hereto by the Vendors and the Developer.
3. There shall not be any price escalation under any circumstance.
4. That, the purchaser shall pay in advance for extra works other than the specified item as mentioned in schedule "C" written hereunder. The rate of such work shall be decided mutually and jointly by and between the Vendors / owners and purchaser but such extra works shall be done by the Vendors / owners through their men, power workers of the Developer.
5. That, the Purchaser has inspected the papers and documents relating to the title of the Vendors / owners as produced by the Vendors and the sanctioned plan of Baranagar Municipality for construction of multistoried building. The Vendors shall complete the construction of the flat strictly in accordance with specification of the sanction plan. That the Purchaser shall not be entitled to change in specification sanctioned plan, of the project.
6. That, the Purchaser / Vendee hereby agreed to abide by to rules and regulations of the Vendors / owners for the purpose of the said flat that the purchasers admit to have persuaded in details.
7. That, the Vendors / owners shall complete the said flat as per specification mentioned herein and hand over peaceful possession thereof to the Purchasers on or before January 2017. If the Vendors fail to hand over the complete flat as aforesaid to the Purchaser within the stipulated time as

Sourish Sengupta
Bilip Kumar Sen

mentioned herein above, then the Vendors / owners shall without any delay make refund of the entire advance amount which have so far been paid by the Purchaser with 12% p.a. of interest and the Purchaser, shall be at liberty to at sue the Vendors / owners for specific performance of contract at their cost. On the Purchaser failure to make full Payment within the stipulated time, the money deposited to the Vendors will be refunded after deducting 10% of the deposited money on cancelling the allotment of the flat with prior intimation to the purchasers.

8. That, the Vendors / owners of the land, the parties of the First Part and the Developer shall execute and register Deed for sale of the flat as described in schedule "B" to this Agreement with proportionate undivided share of land and roof for daily common use, right of common passage, drainage, underground overhead reservoir, staircase, Lift, septic tank, easement, appurtenant thereto in favour of the Purchasers in confirm the absolute right to the said flat along with other rights as mentioned herein before and it shall be the liability of the Vendors and the Developer to execute and register the deed for sale and to arrange for the same. The cost of stamp duty, Registration, Advocate's fee and other charges incidental to the registration of the deed shall be borne by the purchasers.
9. That, the purchaser shall have right, title and interest whatsoever in respect of all open space, drainage etc.
10. That, the said multistoried building complex shall be known as "KUNJABAN" The purchaser shall form an Association with other flat owners for maintenance and welfare of the building.
11. That, the Vendors / owners shall arrange and take all reasonable steps for formation of an Association / Society of the residential flat owners for maintenance, upkeep, security and welfare of the multistoried building. It shall be the obligation of the purchaser to be a member of the said association / society and to abide by the rules and regulations of the said association / society.
12. That, the residential / commercial project will be five storied building as per sanctioned plan duly sanctioned by the Baranagar Municipality.
13. That, over and above for the cost of the flat and / or proportionate tax and expenses, the purchaser shall be liable to bear the following expenses.
 - (a) Stamp Duty, registration charges, fees for the advocate typing and photography, / photo copy costs for the agreement for sale, deed of conveyance and any other deeds executed in respect of the flat.
 - (b) Proportionate share of the Municipal Tax till at that time of individual Assessment for the flat and payment of such charges shall be affected from the date of deliver of possession of the flat.

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Sikesh Kumar Sen

- (c) Proportionate cost of common service, electricity charges and facilities from the date of delivery of the flat and payment of such shall be affected from the date of delivery of the flat.
- (d) The Vendors / owners shall arrange for separate electric meter in the name of the Purchaser for which cost and expenses will be borne by the Purchaser.
14. That, the Service Tax to be applicable @ 3.750 % in respect of the said flat.
15. That the possession of the Apartment / Flat shall be given to purchaser after the said building is ready for occupation and the building occupation or completion certificate obtained from the Municipal Authority or other concerned Authority. The Vendors / owners shall give possession of the said flat to the Purchaser/ Vendee on or before the January 2017. The Purchaser/ Vendee, shall within seven days of the receipts by him of the written notice from the Vendors / owners that the said flat is ready for use and occupation and that the building completion certificate or occupation certificate has been obtained from the concerned Authority, take possession of the said Flat / Apartment.
16. On the Vendors failure to complete the sale within the stipulated time he shall be liable to refund to the Purchaser/ Vendee the amount of EARNEST MONEY and all other moneys with interest at 12% p.a till repayment and all cost, charges and expenses incidental to this Agreement incurred by the Purchaser/ Vendee.
17. The Original Apartment Agreement given to the Purchaser/ Vendee will be lodged for Registration of deed of conveyance for sale under the Registration Act within one month from the date of delivery of possession of the Flat / Apartment as per clause 15 by the vendor to the Purchaser/ Vendee and Vendors / owners will admit execution before the registering Authority on receiving intimation that this Agreement is so lodged.

SCHEDULE 'A' REFERRED TO HEREIN BEFORE

All that a piece and parcel of a Bastu land measuring 1 Bighas 5 Cottah 15 Chittack 24 Sq.ft. more or less with structure measuring 2000 Sq.ft. comprised in Dag No.1988, Pond measuring 5 Cottah 9 Chittacks 11 Sq.ft. comprised Dag No.1989, **totaling 1 Bigha 11 Cottahs 8 Chittacks 35 Sq.ft.** more of less with the right of use of common passage measuring 1 Cottah 10 Chittacks 8 Sq.ft. comprised in Dag No.1882 under Khatian No.8918, 8919, 8920, 8921, 8928, 8937, 8938, 8949 (R.S. No.1176) J. L. No.5, Touzi No.1068/2833, Mouza - Baranagar, being Holding No.240, under Ward No.11, within the municipal limit of Baranagar Municipality, situated and lying at 85 Neogipara Road, Post Office & Police Station - Baranagar, Kolkata - 700036, P. S. - Baranagar, District - North 24 Parganas **AND** a plot of land measuring .1069 satak (equivalent to Bengali measurement 6 Cottahs 7 Chittacks 19 Sq.ft.) with tiles shed structure 500 Sq.ft.

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comprised in Dag No.1980 under R. S. Khatian No.10379, J. L. No. 05, R. S. No.06, Touzi No.1068/2833, Division -I, Sub-division - 04, Holding No.782(old), 963(new), Ward No.28, Mouza - Baranagar, at 10, Kedar Banerjee Lane, Kolkata - 700036, P. S. - Baranagar, District - North 24 Parganas, detail of which is butted and bounded by:-

- On the North : Drain and Private passage comprised in Dag no.1882.
 On the South : Dag no.1980
 On the East : Dag no.1881 & Drain.
 On the West : Dag no.1987.

SCHEDULE "B" REFERRED TO ABOVE

ALL THAT piece and parcel of self contained marble flooring flat constructed on the "A" Schedule property, mentioned herein before as per sanctioned plan duly sanctioned by Baranagar Municipality, being scheme **Flat No.2A** on the **2nd floor, Block -A**, measuring about **956** Sq.ft (Approx) with super built up area **North-West Facing /side** of the building Named of complex "KUNJABAN" vide Holding No.240, under Ward No.11, and Holding No.782(old), 963(new), Ward No.28, at Premises No. 85 Neogipara Road and 10A, Kedarnath Banerjee Lane, within the jurisdiction of Baranagar Municipality along with proportionate unpartitioned share of land and all right or common passage, drainage, under ground and overhead reservoir, stair case, septic tank and all easement right, appurtenant thereof, with roof and lift facilities.

SCHEDULE "C" REFERRED TO ABOVE
SPECIFICATION OF THE FLAT

A. GENERAL.

The building shall be R.C.C. framed structure as per design of the Consultant Engineer.

B. BRICK WALL.

All exterior brick work shall be 200 mm thick with bricks of approved quality in C.M. (1:6). All portions shall be 125/75 mm thick with bricks of approved quality in C.M. (1:4)

C. FLOORING SKIRTING.

- a) All rooms laid with 2' x 2' vitrified tiles and skirting of 4" height.
- b) Kitchen will have marble floor.
- c) The toilet floors will have Antiskid Floor Tiles with dado of 6'-0" height tiles.
- d) Ceramic tiles on walls of the bath room up to 6' height tiles.

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Sikhar Kumar Sen

D. PLASTER.

The outside and inside wall of the building will have plastered 18 mm. thick (average) whereas the ceiling plaster will be 12mm. thick (average).

E. DOORS & WINDOWS.**1) MAIN ENTERANCE DOOR**

- a) Decorative Flash door with wooden frame
- b) Aluminum 9" long tower bolt from inside
- c) Electric bell connection
- d) One Godrej Lock & eye piece for the entrance door

2) OTHER DOORS

- a) All the doors should be of flash door.
- b) One hatch bolt standard size for each door.

TOILET DOORS

- a) Flush Door
- b) Aluminum tower bolt 6" long and handle from both side.

3) WINDOWS

- a) MS grill from out side and aluminum sliding window with Glass panel.

4) WALL FINISHES

The building shall be painted from exterior side with weather coat paint.

The inside of the building shall have cement plaster with appliance of Wall Putty only.

5) TOILETS

- a) White colour Europiun commode with Cistern-Hindware/ Paryware/ Jhonson or equivalent.
- b) One Shower in toilet.
- c) Two taps in toilet.
- d) PVC Pipelines will be partly concealed type inside the toilet.
- e) Geyser point in common toilet.

6) KITCHEN

Sourav Sengupta
Silip Kumar

- a) One cooking platform with Granite stone.
- b) Built in one steel sink and one basin in drawing cum dinning.
- c) Dado on cooking plat form with 2' height.

7) **STAIR CASE**

Staircase will be provided fixed glass panes 3 mm. thick with concrete grill for light as per design. Stair floor with having marble finish.

8) **ROOF**

- a) I.P.S. floor in proper slope will be provided over roof slab.
- b) 3' high parapet wall will be provided all around the roof slab.
- c) Suitable rain water PVC pipe for proper drainage of water from roof.

9) **ELECTRICAL INSTALLATION**

- a) A. C. Point in master Bed Room and additional power point will be charged separately.
- b) Two light points, one fan point, one power point and a plug point for refrigerator in drawing cum dining.
- c) One light point in toilet and kitchen and exhaust point in kitchen & 5 AMPS plug point for aqua-guard and chimney.
- d) One fan point, two light points and a plug point in each bedroom.
- e) One point for calling bell.
- f) All wiring will be concealed type with copper wire ISI mark. Modular switches of reputed Brand.
- g) Electricity meter for entire building shall be affixed in a wall under the stair on ground floor.
- h) One elevator/lift with five passenger's capacity from ground floor to fourth floor for each building.

10) **WATER SUPPLY**

- a) Water supply from Deep tube well with submersible pump will be installed for supply of water for overhead reservoir.

SCHEDULE - 'D'

EXTRA WORK

ADDITIONAL CHARGES & OTHER TERMS & CONDITIONS:-

*Savitri Singh
Ajit Kumar*

- (1) Individual Electric Meter.
- (2) Proportionate share of Common Electric Meter/Transformer.

NOTE : Any extra works other than the standard specified terms shall be entertained and charged at a rate as will be mutually agreed upon before starting execution of the work and full payment for such work shall be made before starting the work.

SCHEDULE - 'E'

SCHEDULE OF COMMON AREAS & COMMON EXPENSES

COMMON FACILITIES

1. Stair-case on all the floors of the building.
2. Stair-case landings on all the floors and roof of the said building.
3. Common passage including main entrance leading to the respective allotted flats.
4. Water pump and its room if any and water tank under ground reservoir, overhead tank and water supply line.
5. Electric meter for pump installation and other common electrical service in the building and the meter room if any.
6. Drainage sewerage systems.
7. Boundary walls and main gate.
8. Lift, Lift room, Lift well, Lift staff and Lift machinery.
9. Such other common parts, equipments installations, fixtures, fittings and spaces for occupancy of the respective portions in the building.
10. A.C Community Hall on the ground floor.
11. Generator Back up for Lift, & Common Space .
12. Intercom.
13. Iron Removal Plant.
14. CC TV.
15. A.C. Gym with instruments.
16. Caretaker Room.

SCHEDULE - 'F'

COMMON EXPENSES

1. **MAINTENANCE:** All costs of maintaining, operating, replacing, repairing, white-washing, painting, decorating, re-decorating, re-building, re-constructing, lighting and renovating the common portions, including, the exterior or interior (but not inside any Unit) walls of the New Building.

2. **OPERATIONAL:** All expenses for running and operating lift all machinery, equipments and installations comprised in the common portions, including,

Sourish Sanyal
Salip Kumar Sen

pumps, motors and other common installations, including, their license fees, taxes and other levies, if any, and the lights of the common portions.

3. **STAFF:** The salaries of and all other expenses of the staff to be employed for the common purposes, including, darwans, security personnel, sweepers, plumbers, electricians and their perquisites, bonus and other employments and benefits.
4. **ASSOCIATION:** Establishment, and all other expenses of the Association, including its formation, office and miscellaneous expenses until handing over to the Association by the Developer.
5. **INSURANCE:** Insurance premium and other expenses for insuring the New Building and/or the Common Portions, inter alia, against earth quake, fire, mob violence, damages, civil commotion etc.
6. **COMMON UTILITIES:** All charges and deposits for supplies of common utilities to the Co-Flat owners, in common.
7. **ELECTRIC:** Electricity charges for the electrical energy consumed for the operation of the Common Portions in premises.
8. **LITIGATION:** All litigation expenses incurred for the common purposes and relating to common use and enjoyment of the common portions.
9. **RATES AND TAXES:** Municipal Tax, Multistoried Building Tax, Water Tax, Service Tax, Urban Land Tax and other levies in respect of the Premises and the New Building SAVE those separately assessed on the Purchasers.

SCHEDULE - 'G'

PAYMENT SCHEDULE & OTHER TERMS & CONDITIONS

PAYMENT SCHEDULE

- On Booking : Rs.1,00,000/-.
- Car parking space No.
- On Agreement :20 % of the consideration value (less booking amount).
- On Completion of Ground floor Roof Casting : 10 % of the consideration value.
- On Completion of 1st floor Roof Casting : 10% of the consideration value.
- On Completion of 2nd floor Roof Casting : 10% of the consideration value.
- On Completion of 3rd floor Roof Casting : 10% of the consideration value.
- On Completion of 4th floor Roof Casting : 10% of the consideration value.
- On Completion of brick work of flat booked : 10 % of the consideration value.
- On Completion of flooring of flat booked : 10% of the consideration value.
- On Possession or Registration whichever is earlier : 10 % of the consideration value.

Sourabh Sengupta
Bilip Kumar Sec

CAR PARKING

CAR PARKING SPACE (UNDER BUILDING) -No.

OTHER IMPORTANT TERMS & CONDITIONS

REGISTRATION COST - AS PER GOVT. RULES + lawyer fees for Deed of Conveyance.

INDIVIDUAL METER ON ACTUAL.

Maintenance charges Rs.15/- per sq. ft. for one year.

Municipal Tax Rs.5/- per sq.ft. for one year.

CANCELLATION CHARGES - BEFORE AGREEMENT -5% & AFTER .10% of the sale value.

CHEQUE IN FAVOUR OF "M/S. ANANDLOKE ASSOCIATES"

Service Tax will be applicable as per govt. rules.

Note: All the above details stand valid on date only.

IN WITNESS WHEREOF the parties hereto that is Vendors, and Purchasers and Confirming Party hereto have set and subscribed their respective hands and seal on the day, month and year first above written.

SIGNED, SEAL AND DELIVERED

IN PRESENCE OF WITNESS:

M/S. ANANDLOKE ASSOCIATES
Amit Das Gupta

PARTNER

M/S. ANANDLOKE ASSOCIATES

Biswanath Das

PARTNER

Amit Das Gupta Biswanath Das

Constituted Attorney of Vendors/Owners No.1,4,5

Signature of the Developers

WITNESSES:

Amit Das Gupta Biswanath Das

Constituted Attorney of Vendors/Owners No.1,4,5

Signature of the Land Vendors/Owners

1. *[Signature]*
40 Ashutosh Mohanagar
Khet-20.

2. *Dilip Kumar Dasgupta*
1. Jee Narayan Banerjee Lane
Baruagar, Kol-36.

Sounik Dasgupta
Dilip Kumar Das

Sounik Sanyal
Srip Kumar Sen

Signature of the Purchasers/Vendees

RECEIPT AND MEMO OF CONSIDERATION

RECEIVED of and from the within named Purchaser(s) the within mentioned sum of Rs.1,00,000/- only towards the Advance, Part of total Consideration money and/or in part payment of the total consideration payable under this agreement in the following manner:-

Paid by way of Cheque No.260938 On State Bank of India, Cossipore Branch, dt 06.06.2016 Rs.1,00,000/- (Rupees One Lac) only.

WITNESSES:

1. *[Signature]*
40 Ashutosh Mukherjee Rd
Kul-20

M/S. ANANDLOKE ASSOCIATES
[Signature]

PARTNER

2. *[Signature]*
1. Jay Narayan Banerjee
Gene. Banerjee
Kot-36

M/S. ANANDLOKE ASSOCIATES

[Signature]

PARTNER

[Signature]

[Signature]

Constituted Attorney of Vendors/Owners No.1,4,5

SIGNATURE OF THE DEVELOPERS

DRAFT BY(PANCHANAN BERA)
ADVOCATE HIGH COURT CALCUTTA